

CALENDAR FOR THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD
BOARD CHAMBERS, ADMINISTRATION BUILDING, 1025 ESCOBAR 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) 655-2075

To slow the spread of COVID-19, the Health Officer's Shelter Order of September 14, 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 N29-20. 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.

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA MAY CALL IN DURING THE MEETING BY DIALING **888-251-2949** FOLLOWED BY THE ACCESS CODE **1672589#**. To indicate you wish to speak on an agenda item, please push "#2" on your phone.

All telephone callers will be limited to two (2) minutes apiece. The Board Chair may reduce the amount of time allotted per telephone caller at the beginning of each item or public comment period depending on the number of calls 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 online at www.contracosta.ca.gov.

AGENDA
November 10, 2020

9:00 A.M. Convene and announce adjournment to closed session in Room 168.

Closed Session

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

1. Agency Negotiators: David Twa and Stacey Cue.

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.

3. Agency Negotiators: Candace Andersen and David Twa.

Unrepresented Employee: County Administrator

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

1. *Los Medanos Community Healthcare District v. Contra Costa Local Agency Formation Commission, County of Contra Costa*, California Court of Appeal, First Appellate District, Division 5, Case No. A160146
2. *Joshua Polston v. County of Contra Costa*, Contra Costa County Superior Court Case No. C20-01651

C. PUBLIC EMPLOYEE APPOINTMENT

Title: County Administrator

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

Inspirational Thought- *"Our debt to the heroic, men and women in the service of our Country can never be repaid. They have earned our undying gratitude. America will never forget their sacrifices.* ~President Harry Truman

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.54 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 update on COVID 19; and PROVIDE direction to staff.
1. Health Department - Anna Roth, Director and Dr. Farnitano, Health Officer
- D. 2** ANNOUNCE launching the "2020 Counties Care Holiday Food Fight".
(Supervisor Andersen)
- D.3** ACCEPT report from the Health Services Director and ADOPT Resolution No. 2020/306 declaring Racism as a Public Health Crisis within Contra Costa County.
(Supervisor Gioia)
- D.4** CONSIDER establishing a County Office of Racial Equity and Social Justice and launching a Community Planning Process to determine how to structure the Office and prioritize its work. (Supervisors Gioia and Glover)

D.5 CONSIDER accepting final report from the 2020 Census Steering Committee regarding the outreach efforts and County self-reporting rates for Census 2020, and adopting Resolution No. 2020/301 recognizing the members of the 2020 Complete Count Steering Committee, key department staff, regional partners and local community-based organizations who contributed to the County's success. (Supervisors Burgis and Andersen)

D. 6 CONSIDER Consent Items previously removed.

D. 7 PUBLIC COMMENT (2 Minutes/Speaker)

D. 8 CONSIDER reports of Board members.

11:00 A.M.

2020 Veterans' Day Celebration and Virtual Presentation of Colors to honor the men and women of Contra Costa County who have served and are currently serving in our United States Armed Forces. (Nathan Johnson, Veterans Services Officer)

Closed Session

ADJOURN

CONSENT ITEMS

Road and Transportation

C. 1 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute, on behalf of the County, a Utility Agreement with Contra Costa Water District (District), effective November 10, 2020, to require the County to pay approximately \$152,000, and the District to pay approximately \$55,000, in connection with utility relocation for the Marsh Drive Bridge (#28C442) Replacement Project, Concord area. (65% Federal Funds, 27% Contra Costa Water District Funds and 8% Local Road Funds)

C. 2 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute, on behalf of the County, a Utility Agreement with Pacific Gas and Electric Company (PG&E), effective November 10, 2020, to require PG&E to pay approximately \$113,040, in connection with the utility relocation for the Marsh Drive Bridge (#28C442) Replacement Project (Project), Concord area. (100% PG&E Funds)

Engineering Services

- C. 3 ADOPT Resolution No. 2020/285 accepting completion of improvements for minor subdivision MS15-00002 for a project developed by Alamo Glen, LLC, as recommended by the Public Works Director, Alamo area. (100% Developer Fees)

Special Districts & County Airports

- C. 4 REJECT all bids received on September 23, 2020 for the Fox Creek Park Project, as recommended by the Public Works Director, Walnut Creek area. (100% Park Dedication Funds)
- C. 5 AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract with NBC Construction & Engineering Inc. in the amount of \$537,288 for the Walden Green Improvement Project, Walnut Creek area. (100% Park Dedication Funds)
- C. 6 APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a second amendment to a ground lease that modifies the ground lease between the County and Byron Airport Hangar Owners Association for County-owned property located at 760 Osprey Court, Byron, to establish ground rent through August 2029, modify the timing of the transaction fee payment obligation, and create a community service obligation. (100% Airport Enterprise Fund).
- C. 7 APPROVE and AUTHORIZE the Director of Airports to terminate the ground lease for real property located at 145 and 161 John Glenn Drive, at Buchanan Field, Concord, between the County and FM Aviation, Inc., dba Sterling Aviation, at the Buchanan Field Airport and AUTHORIZE County Counsel to pursue legal action to regain possession of the real property. (100% Airport Enterprise Fund)

Claims, Collections & Litigation

- C. 8 DENY claims filed by Christopher Brick, CSAA for Stephanie Hesselroth, Luis A. Llamas, Steven V. Nelson and Thomas Henle for El Nido Trust, Sheena Piper, Lamar L. Scott, Clarence Edward Smith, Rodric P. Stanley Jr., James P. Taylor, Maria Paz Gamez and Erick Alvarez.
- C. 9 Acting as the governing body of the Contra Costa County Housing Authority, DENY claim filed by Michael Nelson.

Honors & Proclamations

- C. 10 ADOPT Resolution No. 2020/270 launching the "2020 Counties Care Holiday Food Fight", as recommended by Supervisor Andersen.
- C. 11 ADOPT Resolution No. 2020/292 proclaiming November 2020 as Adoption Awareness Month, as recommended by the Employment and Human Services Director.
- C. 12 ADOPT Resolution No. 2020/294 honoring Marcie Hochhauser, Senior Vice President of the Walnut Creek Chamber of Commerce on the occasion of her retirement, as recommended by Supervisor Mitchoff.

Appointments & Resignations

- C. 13 APPROVE the medical staff appointments and reappointments, additional privileges, advancements, and voluntary resignations as recommend by the Medical Staff Executive Committee, and by the Health Services Director.

Appropriation Adjustments

- C. 14 Employment and Human Services Department (0504): APPROVE Appropriation and Revenue Adjustment No. 005004 and AUTHORIZE the transfer of appropriations from Employment and Human Services Department, Fund 100300 and appropriate it to Fleet Internal Service Fund, Auto and Trucks, Fund 150100 in the amount of \$29,415 for the purchase of one replacement vehicle (2002 Ford Taurus Asset #0327).

Intergovernmental Relations

- C. 15 APPROVE and AUTHORIZE the Health Service Director, or designee to execute contract with the City of San Pablo, to use of the City's Davis Park Multi-Purpose Room for COVID-19 testing for the period November 16, 2020 through June 30, 2021. (No fiscal impact)

Personnel Actions

- C. 16 ADOPT Position Adjustment Resolution No. 25641 to establish project classifications (represented) and add 37 positions (represented and unrepresented) in the Health Services Department (100% Federal).
- C. 17 ADOPT Position Adjustment Resolution No. 25642 to add five Eligibility Work Supervisor (represented), thirty-seven Eligibility Worker III (represented), and eleven Social Services Program Assistant (represented) positions to the Workforce Services Bureau of Employment and Human Services Department.

Leases

- C. 18** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment for the office space located at 2500 Bates Avenue, Concord, to extend the term of the lease through June 30, 2026, at an initial monthly rent of \$62,071 for the first year with annual increases thereafter, for continued occupancy by Health Services-Whole Person Care Program. (49% Community Connect/Whole Person Care, 22% Healthcare for Homeless, 21% Clinic Services, and 8% School-Based Clinics)
- C. 19** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment for the office space located at 1320 Arnold Drive, Suite 266, Martinez, to extend the term of the lease through October 30, 2022, at an annual rent of \$27,636 with no rent increases, for continued occupancy by the Health Services Department. (100% Hospital Enterprise Fund I)
- C. 20** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment for the office space located at 1330 Arnold Drive, Suite 140, Martinez, to extend the term of the lease through April 30, 2022, at an annual rent of \$33,456 with no rent increases, for continued occupancy by Health Services-Office of Consumer Empowerment. (100% General Fund)
- C. 21** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment for the office space located at 1330 Arnold Drive, Suite 143, Martinez, to extend the term of the lease through April 30, 2022, at an annual rent of \$36,156 with no rent increases, for continued occupancy by Health Services-Behavioral Health Management. (100% General Fund)
- C. 22** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment for the office space located at 1340 Arnold Drive, Suite 110, Martinez, to extend the term of the lease through May 31, 2022, at an annual rent of \$59,688 with no rent increases, for continued occupancy by Contra Costa Health Plan Provider Relations. (100% General Fund)
- C. 23** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment for the office space located at 1340 Arnold Drive, Suite 200, Martinez, to extend the term of the lease through May 31, 2022, at an annual rent of \$174,628 with no rent increases, for continued occupancy by Health Services-Mental Health and Behavioral Health Administration. (100% General Fund)

- C. 24** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment for the office space located at 1340 Arnold Drive, Suite 125, Martinez, to extend the term of the lease through March 31, 2022, at an annual rent of \$38,940 with no rent increases, for continued occupancy by Contra Costa Health Plan Analysis Unit. (100% HMO Enterprise Fund)
- C. 25** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment for the office space located at 1340 Arnold Drive, Suite 266, Martinez, to extend the term of the lease through June 30, 2022, at an annual rent of \$51,096 with no rent increases, for continued occupancy by Health Services-Office of Consumer Empowerment. (100% HMO Enterprise Fund)

Grants & Contracts

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

- C. 26** ADOPT Resolution 2020/232 approving the submission of applications to the California Department of Parks and Recreation for Per Capita Grant funds under the California Drought, Water, Park, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68), as recommended by the Public Works Director. (No fiscal impact)
- C. 27** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the State of California, Department of Health Care Services, with no change in the original payment limit of \$1,594,000, to extend the term from December 31, 2020 to December 31, 2021, to allow the County to continue providing Local Initiative Program Services. (No County Match)
- C. 28** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the State of California, Department of Health Care Services, to adjust capitation rates for medical services to recipients of Medi-Cal Managed Care, with no change in the original amount payable to the County not to exceed \$317,472,000 and extend the termination date from December 31, 2020 to December 31, 2021. (No County match)
- C. 29** APPROVE and AUTHORIZE the Health Services Director, or designee, to apply to the California Board of State and Community Corrections – Proposition 64 California Community Reinvestment Grants Program, in an amount not to exceed \$450,000 per year for implementation of Substance Use Disorders treatment and expansion of the Transition Clinic for the period May 1, 2021 through April 30, 2024. (No County match)

- C. 30** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kaiser Permanente National Community Benefit Fund of the East Bay Community Foundation, to pay County an amount not to exceed \$150,000 for COVID-19 prevention and response in Contra Costa County among homeless populations for the period October 15, 2020 through October 15, 2021. (No County match)
- C. 31** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with West Contra Costa Unified School District, to pay County an amount not to exceed \$25,000, to provide mental health services to special education students and their families for the period July 1, 2020 through June 30, 2021. (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. 32** APPROVE and AUTHORIZE Public Works Director, or designee, to execute a contract with Construction Testing Services in an amount not to exceed \$850,000 for on-call materials testing and inspection services for the period November 10, 2020 through November 10, 2023, Countywide. (100% Various Funds)
- C. 33** AUTHORIZE the Public Works Director, or designee, to advertise for the 2021 On-Call Landscaping Services Contract(s) for general landscaping services at various County sites, Countywide. (100% General Fund)
- C. 34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bettina K. Mutter, M.D., in an amount not to exceed \$319,488 to provide psychiatric care services to a seriously emotionally disturbed children and adolescents in Central Contra Costa County for the period November 4, 2020 through October 31, 2021. (100% Mental Health Realignment)
- C. 35** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The Contra Costa Clubhouses, Inc., in an amount not to exceed \$631,672, to provide Mental Health Services Act prevention and early intervention services to adults recovering from psychiatric disorders for the period July 1, 2020 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$315,836. (100% Mental Health Services Act)
- C. 36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Contra Costa Interfaith Transitional Housing, Inc., to increase the payment limit by \$778,304 to a new payment limit of \$3,704,551 and extend the term from June 30, 2021 to September 30, 2021, for additional case management and housing navigation services to the County's Coordinated Entry system. (32% Probation Department, 30% Housing and Urban Development Coordinated Entry, 24% Employment and Human Services)

Department, 6% Housing Stabilization Funds, 5% Federal Emergency Management Agency, 2% CARES Act, 1% General Fund)

- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Ramon Berguer, M.D., to increase the payment limit by \$23,000 to a new payment limit of \$483,000, to provide additional general surgery services to Contra Costa Regional Medical Center and Health Centers with no change in the term January 1, 2019 through December 31, 2020. (100% Hospital Enterprise Fund I)
- C. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Gretchen D. Graves, MD, FAAP, in an amount not to exceed \$900,000 to provide pediatric primary care services to Contra Costa Health Plan members for the period December 1, 2020 through November 30, 2023. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 39** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an purchase order amendment with Home Depot U.S.A., Inc. (dba the Home Depot Pro), to increase the payment limit by \$120,000 to a new payment limit of \$319,000 for the purchase of janitorial and hospital supplies for the Contra Costa Regional Medical Center and Contra Costa Health Centers with no change in the term of April 6, 2020 to March 31, 2021. (100% CARES Act and other federal funding)
- C. 40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Michael Gynn, M.D., to increase the payment limit by \$40,000 to a new payment limit of \$930,000, to provide additional obstetrics and gynecology services with no change in the term ending December 31, 2020. (100% Hospital Enterprise Fund I)
- C. 41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Archer Business Solutions, LLC, to increase the payment limit by \$65,000 to a new payment limit of \$255,000, to provide additional technical support and consulting for the Health Services Department's Information Systems Unit with no change in the term July 1, 2020 through June 30, 2021. (100% by Hospital Enterprise Fund I)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a purchase order with Rosenthal Enterprises, Inc. (dba TachTech), in an amount not to exceed \$74,880 for the renewal of Nexpose software licenses and support services for the period August 17, 2020 through August 16, 2023. (100% Hospital Enterprise Fund I)

- C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Cardionet, LLC, in an amount not to exceed \$250,000 to provide remote cardiac monitoring services for Contra Costa Regional Medical Center and Health Centers patients for the period November 1, 2020 through October 31, 2021. (100% Hospital Enterprise Fund I)
- C. 44** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Frank McGuire (dba The Landscape Company), to increase rates under the contract and extend the term from September 30, 2020 to June 30, 2021 to provide on-call landscaping services to County properties, with no change to the payment limit of \$2,000,000, Countywide. (100% General Fund)

Other Actions

- C. 45** ACCEPT the Contra Costa County Public Law Library Board of Trustees July 2019 - June 2020 Annual Report, as recommended by the County Administrator.
- C. 46** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$55,623 to John Muir Behavioral Health Center for the provision of psychiatric treatment services including diagnostic and therapeutic services and mental health treatment for the period June 15, 2020 through June 30, 2020. (100% Mental Health Realignment)
- C. 47** AUTHORIZE relief of cash shortage in the District Attorney's Office - Special Operations Asset Forfeiture Trust Fund in the amount of \$74,441.53, as recommended by the County Administrator. (100% General Fund)
- C. 48** APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a Memorandum of Understanding (the "SECURE MOU") with the Counties of Orange, Los Angeles, Riverside, and San Diego to participate in the SECURE Electronic Recording Delivery System, in an amount of \$50,000 for an initial fee and an annual fee not to exceed \$110,000, for a term beginning upon the execution of the agreement and continuing until August 23, 2023.(100% Recorder ERDS Trust Fund)
- C. 49** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with University of San Francisco to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers to nursing students for the period November 1, 2020 through October 31, 2024. (Nonfinancial agreement)
- C. 50** AUTHORIZE the Public Works Director, or designee, to issue a Request for Qualifications to pre-qualify design-build entities for requests for proposals for the demolition of the McBrien Administration Building and the Downtown Martinez Jail Annex and construction of a replacement facility at 651 Pine Street, Martinez, as recommended by the County Administrator.

- C. 51** AUTHORIZE the Health Services Director to reimburse select physicians and other difficult to recruit non-merit classifications for moving and relocation costs incurred to work for the Health Services Department, in an amount not to exceed \$10,000. (Third party revenues)
- C. 52** AUTHORIZE the County Administrator or designee, to execute a software and services agreement with Accruent, L.L.C. for facility condition assessment of the County building portfolio and software to assist in capital planning activities for five years, in an amount not to exceed \$650,000. (100% General Fund Capital Reserves)
- C. 53** APPROVE the revised Bylaws of the Advisory Council on Aging to address membership roles, responsibilities, and quorum requirements, as recommended by the Employment and Human Services Director.
- C. 54** ADOPT Resolution No. 2020/304 allowing the County to reimburse certain expenditures related to the County Administration Center Replacement project, the Buchanan Field Airport Terminal Expansion project and the Contra Costa County Fire Protection District Station Replacement project, as recommended by the County Administrator. (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 1025 Escobar Street, First Floor, 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, 1025 Escobar Street, First Floor, Martinez, CA 94553.

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) 655-2000. An assistive listening device is available from the Clerk, First Floor.

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) 655-2000, 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, 1025 Escobar Street, Martinez, California.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 655-2000 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

STANDING COMMITTEES

Until further notice, to slow the spread of COVID-19 and in lieu of a public gathering, if the Board's STANDING COMMITTEES meet they will 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 110, County Administration Building, 1025 Escobar 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 110, County Administration Building, 1025 Escobar 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 110, County Administration Building, 1025 Escobar 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 110, County Administration Building, 1025 Escobar 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 110, County Administration Building, 1025 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 110, County Administration Building, 1025 Escobar 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 110, County Administration Building, 1025 Escobar 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 110, County Administration Building, 1025 Escobar Street, Martinez.

Airports Committee	TBD for 2021		See above
Family & Human Services Committee	November 23, 2020	9:00 a.m.	See above
Finance Committee	TBD for 2021		See above
Hiring Outreach Oversight Committee	December 7, 2020	10:30 a.m.	See above
Internal Operations Committee	December 14, 2020	10:30 a.m.	See above
Legislation Committee	December 14, 2020	1:00 p.m.	See above
Public Protection Committee	November 23, 2020	10:30 a.m.	See above
Sustainability Committee	TBD for 2021		See above
Transportation, Water & Infrastructure Committee	December 14, 2020	9:00 a.m.	See above

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

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

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

- AB** Assembly Bill
- ABAG** Association of Bay Area Governments
- ACA** Assembly Constitutional Amendment
- ADA** Americans with Disabilities Act of 1990
- AFSCME** American Federation of State County and Municipal Employees
- AICP** American Institute of Certified Planners
- AIDS** Acquired Immunodeficiency Deficiency Syndrome
- ALUC** Airport Land Use Commission
- AOD** Alcohol and Other Drugs
- ARRA** American Recovery & Reinvestment Act of 2009
- BAAQMD** Bay Area Air Quality Management District
- BART** Bay Area Rapid Transit District
- BayRICS** Bay Area Regional Interoperable Communications System
- BCDC** Bay Conservation & Development Commission
- BGO** Better Government Ordinance
- BOS** Board of Supervisors
- CALTRANS** California Department of Transportation
- CalWIN** California Works Information Network

CalWORKS California Work Opportunity and Responsibility to Kids
CAER Community Awareness Emergency Response
CAO County Administrative Officer or Office
CCE Community Choice Energy
CCCFPD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCFPD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Virus
HOME Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households
HOPWA Housing Opportunities for Persons with AIDS Program
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development

IHSS In-Home Supportive Services
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
LVN Licensed Vocational Nurse
MAC Municipal Advisory Council
MBE Minority Business Enterprise
M.D. Medical Doctor
M.F.T. Marriage and Family Therapist
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
OB-GYN Obstetrics and Gynecology
O.D. Doctor of Optometry
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
OSHA Occupational Safety and Health Administration
PACE Property Assessed Clean Energy
PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
Psy.D. Doctor of Psychology
RDA Redevelopment Agency
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
RN Registered Nurse
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network

WBE Women Business Enterprise

WCCHD West Contra Costa Healthcare District

WCCTAC West Contra Costa Transportation Advisory Committee



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 10, 2020
Subject: Update on COVID-19

RECOMMENDATION(S):

CONSIDER update on COVID 19; and PROVIDE direction to staff.

1. Health Department - Anna Roth, Director and Dr. Farnitano, Health Officer

FISCAL IMPACT:

Administrative reports with no specific fiscal impact.

BACKGROUND:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

, County Administrator and Clerk of the Board of Supervisors

Contact: David Twa

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: November 10, 2020

Subject: Declaring Racism as a Public Health Crisis

RECOMMENDATION(S):

ACCEPT report from Anna Roth, Director of Health Services and ADOPT Resolution No. 2020/306 declaring Racism as a Public Health Crisis within Contra Costa County

FISCAL IMPACT:

These recommendations do not have immediate fiscal impacts; however, they may have future fiscal impact as programs, policy, and initiatives are both developed and enhanced to address this crisis.

BACKGROUND:

Please see Resolution No. 2020/306 for supporting documentation.

CONSEQUENCE OF NEGATIVE ACTION:

Communities of color within Contra Costa County, especially Black/African-Americans, will continue to experience the effect of historical and structural racism and associated inequities that lead to adverse health outcomes, economic instability, social injustice, barriers to educational attainment, and unnecessary loss of life.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Anna Roth,
925-957-2670

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

By: , Deputy

cc:

ATTACHMENTS

Resolution
2020/306

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

In the matter of:

Resolution No. 2020/306

Declaring Racism as a Public Health Crisis.

WHEREAS, it is the mission of Contra Costa County to provide public services which improve the quality of life of our residents and the economic viability of our businesses; and

WHEREAS, racism is a social system with multiple dimensions: individual racism that is internalized or interpersonal and systemic racism that is institutional or structural; racism is a system of structuring opportunity and assigning value based on the color of one's skin that privileges white people; and

WHEREAS, throughout our nation's history, racism has had lasting negative effects on groups including Black/African-Americans, Latinx, indigenous, and people of color; and

WHEREAS, racism also intersects with other forms of prejudice and oppression to increase adverse outcomes including discrimination based on immigration status, gender and sexual orientation, and mental and physical abilities; and

WHEREAS, antiblack racism dehumanizes and marginalizes Black/African-American people and also affects other communities of color by privileging those with lighter skin; and

WHEREAS, these lasting negative consequences such as economic instability and poverty, barriers to educational attainment, and overrepresentation in the criminal justice system have a radical effect on the lives of Black/African-Americans and other people of color living within Contra Costa County leading to avoidable adverse health outcomes and unnecessary loss of life; and

WHEREAS, Black/African-Americans and other communities of color are disproportionately impacted by health disparities and social and environmental conditions including increased exposure to lead, poor air quality, lack of safe places to walk, bike, run, live, and play, and inadequate access to health services and information; and

WHEREAS, disproportionately higher rates of chronic disease, shorter life expectancy, maternal and infant mortality, and health inequities for Black/African Americans and other racial groups are widely recognized and documented, yet continue to persist throughout Contra Costa County; and

WHEREAS, the COVID-19 pandemic has exacerbated racial and social inequities by disproportionately impacting the Latinx community in particular as well as other communities of color; and

WHEREAS, Contra Costa Health Services cares for and improves the health of all people in Contra Costa County, and yet as a system has perpetuated racism and anti-black racism; and

WHEREAS, Contra Costa County has made efforts to address health and social inequities that exist, through the work of various programs and initiatives, but it is not enough; and

WHEREAS, the continued and unnecessary loss of Black lives including Miles Hall, George Floyd, Breonna Taylor, Ahmaud Arbery, and so many others, calls upon the County to be visible in our outrage, and, more importantly, in our resolve to work for change; and

WHEREAS, Contra Costa County recognizes that racism is a public health crisis that affects all members of our community and deserves action from all levels of government and civil society;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Contra Costa County asserts that racism is an urgent public health emergency affecting our entire community; and BE IT FURTHER RESOLVED, that Contra Costa County encourages other City, Local, State, and National entities to recognize racism as a public health crisis; and BE IT FURTHER RESOLVED, that Contra Costa Health Services commits to working to end racism and healing the harms that this organization has perpetuated; and BE IT FURTHER RESOLVED, that Contra Costa Health Services supports community efforts to amplify and address issues of racism and engage actively and authentically with communities of color in our county; and BE IT FURTHER RESOLVED, that Contra Costa Health Services commits to combating both explicit and implicit bias, with an emphasis on evaluating personnel practices including recruitment, hiring, retention and promotion to ensure diversity amongst all levels of staff; and BE IT FURTHER RESOLVED, that Contra Costa Health Services supports the adoption of the County's Racial Equity Action Plan and other efforts to address equity in internal policies, procedures and programs; and BE IT FURTHER RESOLVED, that Contra Costa Health Services will hire a Chief Equity Officer to align and build on health equity efforts in our department and across the County; and BE IT FURTHER RESOLVED, that Contra Costa Health Services will develop a Health Equity Plan for Contra Costa Health Services along with a measurement dashboard; and BE IT FURTHER RESOLVED, that Contra Costa Health Services will participate as a host organization in the community planning process to establish a County Office of Racial Equity and Social Justice; and BE IT FURTHER RESOLVED, that Contra Costa Health Services will support the development of a strategy for immigrant inclusion in partnership with the Department of Employment and Human Services as part of the community planning process to establish an

Office of Racial Equity and Social Justice; and BE IT FURTHER RESOLVED, that Contra Costa Health Services will launch Living Contra Costa, a strategic vision, with an emphasis on equity; and BE IT FURTHER RESOLVED, that the Contra Costa County Board of Supervisors does hereby support the efforts to achieve health equity and a welcoming and just Contra Costa County.

CANDACE ANDERSEN
Chair, District II Supervisor

JOHN GIOIA
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: November 10, 2020

David J. Twa,

By: _____, Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Supervisors John Gioia and Federal D. Glover
Date: November 10, 2020

Subject: Establishing a County Office of Racial Equity and Social Justice and Launching a Community Planning Process

RECOMMENDATION(S):

1. RECEIVE presentations by Supervisors Federal Glover and John Gioia, Donté Blue (Office of Reentry and Justice), Health Services, and Myra Chow (San Francisco Foundation) regarding history of racial equity efforts in Contra Costa County and need to establish an Office of Racial Equity and Social Justice.
2. ACCEPT the Concept Proposal by Supervisors Federal Glover and John Gioia for a Contra Costa Office of Racial Equity and Social Justice (Attachment 1).
3. ACKNOWLEDGE that Contra Costa County must eliminate the inequities, disparities and harm that exist in our County, including inequities and disparities in health outcomes, resource and service allocation, land use decisions (environmental justice), and law enforcement and criminal justice system practices.
4. ACKNOWLEDGE that we must create a sense of urgency for change so that we cultivate and sustain a County ecosystem rooted in belonging, mutuality, equity, and justice. The need for change is urgent, and the opportunity for change is now.
5. ACKNOWLEDGE that we must make a transformational shift within County government to eliminate inequity, harm, discrimination, and bias (implicit and explicit) based on race, ethnicity,

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

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

Contact: L. DeLaney,
925-335-1097

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

gender, sexual orientation, language, immigration status, socio-economic status, and for people with disabilities by focusing County efforts on understanding what it takes to achieve equity with a priority focus on racial equity.

6. ACKNOWLEDGE the \$250,000 in funding provided by community organizations, foundations and businesses to the Contra Costa Regional Health Foundation (as fiscal agent) to fund a community planning process to provide input into the structure of the Office of Racial Equity and Social Justice and determine its priorities.

7. DIRECT the County Administrator to allocate \$600,000 as annualized core funding to establish an Office of Racial Equity and Social Justice in the County Administrator's Office consistent with the principles set forth in the Concept Proposal (Attachment 1) and the final recommendations of the Community Planning Process (Attachment 2).

8. AUTHORIZE the immediate launch of a Community Planning Process consistent with the Proposed Community Planning Process Document (Attachment 2) as funded by community organizations, foundations and businesses.

FISCAL IMPACT:

\$250,000 contributed by external organizations and businesses (one-time funding for Community Planning Process).

\$600,000 in County General Fund (annual revenue to fund the operations of the Office)

BACKGROUND:

NEED FOR AN OFFICE OF RACIAL EQUITY AND SOCIAL JUSTICE IN CONTRA COSTA COUNTY

Racism, inequity, injustice, disparities and harm exist throughout the United States and here in Contra Costa County. The recent increased protests for racial equity and social justice reflect a growing mood across the United States that there is a sense of urgency to take meaningful and impactful action to end systemic racism, discrimination and hate.

Racial and ethnic disparities in health outcomes, the criminal justice system, educational achievement, and social service metrics exist here in Contra Costa County. These disparities have been well-documented in reports issued by the Contra Costa Racial Justice Task Force/Oversight Body, First Five Contra Costa, Contra Costa Health Services and the Contra Costa Employment and Human Services Department.

In order to make a transformational shift within County Government to eliminate inequity, harm, discrimination and bias based on race, ethnicity, gender, sexual orientation, language, immigration status, socio-economic status, and for people with disabilities, with an initial priority focus on racial equity, Supervisors John Gioia and Federal Glover have developed a “Concept Proposal for a Contra Costa Office of Racial Equity and Social Justice” – fully set forth in Attachment 1

HISTORY OF COUNTY AND COMMUNITY WORK IN CONTRA COSTA TO ADVANCE EQUITY

While there is a history of equity and social justice initiatives in Contra Costa, there is clearly much

more work that needs to occur to make our County equitable and just. A list of some of the County's past and existing equity and social justice initiatives is set forth in the "Concept Proposal for a Contra Costa Office of Racial Equity and Social Justice" (Attachment 1). These efforts include:

- Hiring Outreach Oversight Committee
- Racial Justice Task Force
- Racial Justice Oversight Body
- Advisory Council on Equal Employment Opportunity
- Contra Costa CARES (healthcare regardless of immigration status)
- Implicit Bias Training
- Workforce Diversity Training
- EEO Outreach and Recruitment Programs
- EEO Discrimination Complaint Investigation
- Office of Reentry & Justice
- Stand Together Contra Costa (Rapid Response Services to protect families from deportation)
- Get Connected Contra Costa
- Government Alliance on Race and Equity (GARE) Participation
- Draft Racial Equity Action Plan (REAP)
- Human Resource's Bridge to Success program (for people with disabilities)
- Human Resource's "Adverse Impact Review on Job Exams"
- General Plan Process to create Environmental Justice policies
- Environmental Justice Seats on the County Sustainability Commission and Hazardous Materials Commission
- Health Services equity initiatives to reduce health disparities (and Equity Officer)
- Employment and Human Services Department initiatives to promote equity
- Impact Justice Diversion Program in the District Attorney's Office
- Gateways for Growth Challenge planning process to support immigrant inclusion/equity

Creating an Office of Racial Equity and Social Justice has been discussed for several years by the County's Government Alliance on Race and Equity (GARE) Cohort. The GARE Cohort developed a proposal for an Office of Human Rights and Equity in 2017, and again developed a comprehensive Racial Equity Action Plan in 2019 which also recommended establishing an Office of Equity & Immigrant Inclusion. Their work has laid a strong foundation for the momentum to create this Office.

Our County also has a rich history of equity and social justice efforts led by community-based organizations. Indeed, it has been strong advocates and community-based organizations who have led much of the racial equity and social justice work in our County. These efforts include advocacy, organizing, direct service, and coalition-building. There are multiple, intersecting efforts underway led by many community members, organizations, agencies, and coalitions throughout our County. Examples include the work of the following organizations and coalitions:

- Contra Costa Alliance to End Abuse
- Contra Costa Budget Justice Coalition
- Contra Costa Community Care Coalitions
- Contra Costa Immigrant Rights Alliance

- Contra Costa National Alliance on Mental Illness (NAMMI)
- Contra Costa Racial Justice Coalition
- Ensuring Opportunity Campaign to End Poverty in Contra Costa
- Healthy Richmond
- Lift Up Contra Costa
- Multi-Faith Action Coalition
- NAACP Chapters
- Safe Return Project

All of these efforts continue with urgency and strong momentum; but there remains much work to be done to truly realize a Contra Costa community that is welcoming, equitable and just for all.

It is essential to work with these community partners and others who are already doing the work of racial equity and social justice, and to look to them to provide stewardship, consultation and partnership in this effort.

All of this County and community work has laid a strong foundation for establishing an Office of Racial Equity and Social Justice.

MISSION AND GOALS OF THE OFFICE

Creating a Contra Costa County Office of Racial Equity and Social Justice will:

- Enable the County, working with the community (including community organizations and leaders, cities and school districts), to better coordinate, strengthen and expand the County's existing work on equity and inclusion.
- Create new opportunities to deepen the work.
- Allow the County to better partner with the community in prioritizing and implementing this work.

The goal of this work is to promote equity and eliminate disparities and harm in Contra Costa County with the initial priority to eliminate structural racism.

The Mission and Goals of a County Office of Racial Equity and Social Justice include:

- To make a transformational shift within County government to eliminate inequity, harm, discrimination and bias (implicit and explicit) based on race, ethnicity, gender, sexual orientation, language, immigration status, socio-economic status, and for people with disabilities by focusing County efforts on understanding what it takes to achieve equity with a priority focus on racial equity.
- Acknowledge and eliminate inequities, disparities and harm that exist in Contra Costa County, including inequities and disparities in health outcomes, resource and service allocation, land use decisions (environmental justice), and law enforcement and criminal justice system practices.
- Create a sense of urgency for change so that we cultivate and sustain a County ecosystem rooted in belonging, mutuality, equity, and justice. The need for change is urgent; and the opportunity for change is now.

COMMUNITY ENGAGEMENT AND PLANNING PROCESS TO INFORM THE CREATION OF THE OFFICE

An inclusive and robust community planning process is vital and necessary to determine how the Office of Racial Equity and Social Justice is structured and operated, and ultimately determine the final name for the Office. Attachment 2 sets forth this proposed process.

Supervisors Gioia and Glover, working with an initial planning team have raised \$250,000 towards a robust community engagement and planning process which will include a listening campaign of Contra Costa residents centering the experiences of our County's Black communities and communities of color.

An initial planning group comprised of Supervisors Gioia and Glover, Erika Jenssen and Shannon Ladner-Beasley of Contra Costa Health Services, Susun Kim of the Family Justice Center, Kanwarpal Dhaliwal of RYSE, Jen Leland of East Bay Agency for Children, and Reggie Caldwell of Public Health Advocates have developed a structure for a community process, which will be led by a Community Engagement Table composed of representatives from:

- Budget Justice Coalition
- Contra Costa Alliance to End Abuse
- Contra Costa Care Call Conveners – RYSE and Family Justice Center
- Contra Costa Central Labor Council
- Contra Costa District Attorney's Office
- Contra Costa GARE Cohort
- Contra Costa Health Services
- Contra Costa Immigrant Rights Alliance
- Contra Costa Public Defender's Office
- Contra Costa Racial Justice Oversight Body
- Ensuring Opportunity Campaign to End Poverty in Contra Costa
- First Five Contra Costa
- Healthy Richmond
- Lift Up Contra Costa
- Multi-Faith Action Coalition
- NAACP – Contra Costa chapters
- National Alliance on Mental Illness (NAMMI) Contra Costa
- Racial Justice Coalition
- Safe Return Project
- Resident leaders from most impacted/burdened communities from East, Central, and West Contra Costa County
- Others as determined by listed partners

This community engagement table will design and implement the community engagement process across all regions of the County.

This community planning process as set forth in Attachment 2 will inform the following actions:

- Develop the final structure, roles and responsibilities of the Office
- Develop a plan reflecting the community's priorities for the work of the Office

- Develop a plan for how the Office is transparently accountable to the public

The following organizations/businesses have committed the following amounts to fund and support the community planning process:

- Contra Costa Regional Health Foundation - \$20,000 (which will also serve as the Fiscal Agent)
- East Bay Community Foundation - \$10,000
- John Muir Community Benefits - \$5,000
- John Muir Health Foundation - \$10,000
- Dean and Margaret Leshner Foundation - \$25,000
- Public Health Advocates - \$25,000
- Republic Services - \$25,000
- Richmond Community Foundation - \$5,000
- San Francisco Foundation - \$75,000
- The California Endowment - \$25,000
- Y&H Soda Foundation - \$25,000

A complete description of the Community Planning Process, which will be fully funded by the identified funders, is set forth in Attachment 2.

The work and recommendations of this Community Planning Process will inform the final structure and priorities of the Office of Racial Equity and Social Justice, including the determination of the name of the Office.

STRUCTURE OF THE OFFICE OF RACIAL EQUITY AND SOCIAL JUSTICE

An Office of Racial Equity and Social Justice will be established within the County Administrator's Office with direct accountability to the Board of Supervisors and the public. The Office shall initially be comprised, at a minimum, of the following core staff:

- 1.0 FTE Director of the Office of Racial Equity and Social Justice
- 1.0 FTE Program Analyst for the Office of Racial Equity and Social Justice
- 1.0 FTE clerical support staff for the Office of Racial Equity and Social Justice

Based on estimates from the County Administrator's Office, the estimated annual budget for these positions is \$500,000 to \$600,000.

There are existing and planned equity efforts in various County departments that could either work with the Office of Racial Equity and Social Justice or be consolidated in that Office. That determination would be made by the Board of Supervisors after the completion of the Community Planning Process. Those efforts include: Office of Reentry and Justice, Health Services Equity Officer, Library and Human Resource equity efforts, and CAO's Affirmative Action Office.

ATTACHMENTS

Attachment 1: Concept Proposal for Office of Racial Equity and Social Justice

Attachment 2: Community Planning Process Working Plan

ATTACHMENT 1

Concept Proposal for a Contra Costa Office of Racial Equity and Social Justice (By Supervisors John Gioia and Federal Glover)

Mission/Goals

- To make a transformational shift **within County government** to eliminate inequity, harm, discrimination, and bias (implicit and explicit) based on race, ethnicity, gender, sexual orientation, language, immigration status, socio-economic status, and for people with disabilities by focusing County efforts on understanding what it takes to achieve equity with a priority focus on racial equity.
- Acknowledge and eliminate inequities, disparities and harm **that exist in Contra Costa County**, including inequities and disparities in health outcomes, resource and service allocation, land use decisions (environmental justice), and law enforcement and criminal justice system practices
- Create a sense of urgency for change so that we cultivate and sustain a County ecosystem rooted in belonging, mutuality, equity, and justice. The need for change is urgent; and the opportunity for change is now.

Values and Principles:

- We center the priorities and lived experiences of residents and families most vulnerable to systems harm and inequity.
- We disrupt racism and injustice that exists in our institutions and systems.
- We center healing, justice and equity.
- We engage in healthy struggle so that we are accountable, innovative and creative.
- We learn and adapt through ongoing inquiry and reflection.
- We advocate for resources through an equitable, humanizing and transparent process.
- We celebrate and appreciate.

Function: The Office of Racial Equity and Social Justice would be established in a separate Division in the County Administrator's Office with direct accountability to the Board of Supervisors. Its function is to: (1) better coordinate, strengthen and expand the County's existing work on equity and inclusion, (2) create new opportunities to deepen the work, and (3) partner with the community (including community organizations and leaders, cities and school districts) in prioritizing and implementing this work. The goal of this work is to promote equity and eliminate disparities in Contra Costa County with the initial priority to eliminate structural racism.

Community Partnership: The community's voice is a necessary and vital part of determining how the Office of Racial Equity and Social Justice is structured and operated. It is essential to work with community partners already doing the work of racial and social justice and to look to them to provide stewardship, consultation and partnership in this effort. An inclusive community planning process will be conducted that will include a listening campaign of Contra Costa residents centering the experiences of our County's Black communities and communities of color. This process will inform the following actions:

- Develop the final structure, roles and responsibilities of the Office
- Develop a plan reflecting the community's priorities for the work of the Office
- Develop a plan for how the Office is transparently accountable to the public

The County has a history of equity and social justice initiatives and has laid the foundation for establishing an Office of Racial Equity and Social Justice

- The County's Government Alliance on Race and Equity (GARE) Cohort **developed a proposal for an "Office of Human Rights & Equity"** in 2017, and developed a comprehensive Racial Equity Action Plan in **2019 which also recommended establishing an "Office of Equity & Immigrant Inclusion"**.
- The Board of Supervisors established a Racial Justice Task Force which produced recommendations to reduce racial disparities in the Justice system (2018)
- The Board of Supervisors established a Racial Justice Oversight Body to recommend and implement policies to reduce racial disparities in the Justice system.
- County General Plan Update to incorporate Environmental Justice principles in land use policies
- Board of Supervisors created Environmental Justice seats on the County Sustainability Commission and County Hazardous Materials Commission
- County has developed and implemented Implicit Bias and Procedural Justice training programs
- Health Services has numerous equity initiatives to reduce health disparities based on race, ethnicity, language, socio-economic status, gender, and sexual orientation.
- Employment and Human Services Department has several initiatives to promote equity focusing on socio-economic status and immigrant inclusion.
- Impact Justice Diversion Program in the District Attorney's Office
- Board of Supervisors established "Stand Together Contra Costa" to provide rapid response services to immigrants at risk of deportation
- Board of Supervisors established "Contra Costa Cares" to provide medical care to families regardless of immigration status
- Board of Supervisors worked with community partners to establish Re-Entry Centers to assist formerly incarcerated individuals transition into community
- Board of Supervisors supported the application for the "Gateways for Growth Challenge" planning process to develop a coordinated approach to supporting immigrant inclusion and equity.

- There have been many efforts led by community partners in Contra Costa who have been engaged in racial and social justice work for years, decades and generations through advocacy, organizing, direct service, and coalition building.

Proposed Roles and Responsibilities of the Office of Racial Equity and Social Justice (subject to modification by the community planning process)

- Coordinate, strengthen and expand the existing equity and social justice work currently being done across Departments, and create opportunities to deepen the existing work, bring innovations and emerging strategies to address systemic and structural inequities.
- Increase education and resources and develop policies to address structural and institutional racism and systemic violence against African American and Black residents.
- Foster an organizational culture in County government that promotes equity and social justice in all decision making and practices.
- Ensure that County investments are aligned with equity and social justice principles and address the root causes of inequities in Contra Costa.
- Assist County Departments (through policies, education and technical assistance) in applying equity and social justice principles and practices to county actions (including law enforcement and the justice system, location and delivery of services, land use decisions, resource allocation, policy development and decision making, and community engagement) and integrate these practices, on a countywide basis, in order to achieve equitable opportunities for all people and to eliminate disparities.
- Develop policies and practices so that equity and social justice impacts are considered in all County decision-making to achieve equity, fairness and opportunity for all residents.
- Build capacity in County government to engage all communities in a manner that promotes trust and belonging among people across race, ethnic, gender, language, immigration status, and sexual orientation lines.
- Expand the utilization of community driven frameworks and methods of data to address inequities, and publicly report the progress towards advancing equity and social justice.
- Partner with the community (organizations and individuals) to promote equity and inclusion within Contra Costa to eliminate harm and disparities.
- Establish an inter-departmental team (utilizing staff across Departments) to work with the Office to facilitate accountability and coordination by Departments in their implementation of equity and social justice principles, policies and practices.
- Develop and conduct equity assessments of all County departments and their practices including law enforcement and the justice system, land use decisions/environmental justice, resource and service allocation, health disparities, and social service needs.
- Work with the community to create mechanisms for community oversight of County departments to achieve equity and eliminate disparities and harmful treatment.
- Provide support and staffing for the Racial Justice Oversight Committee and the Government Alliance for Racial Equity (GARE) Cohort work, and work with Public Health Advocates and Trauma Transformed.

ATTACHMENT 2
Contra Costa Office of Racial Equity and Social Justice
Community Planning Process
Working Plan

Vision: Contra Costa County is a just, equitable, and loving County where all residents feel they belong.

Goal: The County of Contra Costa enacts and sustains principles, policies, practices, and investments that are racially just and equitable across all of its departments and divisions.

Key strategies:

1. Collectivize current efforts in the County to advance and enact racial equity and social justice.
2. Conduct a Listening Campaign with residents of Contra Costa County most burdened by racial inequity, and the systems, partners and providers working in service to them.
3. Share learnings and findings of the Listening Campaign with Campaign participants, County Board of Supervisors and Departments, and all partners, culminating in a report and plan to the County Board of Supervisors for formal action and investment in the priorities and needs identified in the Campaign.
4. Develop and Launch an Office of Racial Equity and Social Justice led and informed by the aforementioned strategies.

Process: The strategies will be enacted through a community planning process grounded in active listening, witness-bearing, truth and healing.

Planning Process Outcomes:

1. Meaningful acknowledgement and understanding by County leaders, departments, organizations, and programs of the racial harms and burdens experienced by Contra Costa County's Black residents and residents of color.
2. A more cohesive County ecosystem that is grounded in and responsive to the proximate experiences, priorities, and needs of its residents most burdened by racial inequity.
3. A plan to launch the Contra Costa County Office of Racial Equity and Social Justice, which reflects resident priorities and expectations.
4. A more committed and collectivized base of County residents and efforts that can ensure accountability and transparency, and is able to mobilize, advocate, organize, and respond to emergent conditions and opportunities that support and protect racial equity and social justice.

Community Planning Process

From concept proposal of the Office of Racial Equity and Social Justice:

Community Partnership: *The community's voice is a necessary and vital part of determining how the Office of Racial Equity and Social Justice is structured and operates. It is essential to work with community partners already doing the work of racial and social justice and to look to them to provide stewardship, consultation and partnership in this effort. An inclusive community planning process will be conducted that will include a listening campaign of Contra Costa residents centering the experiences of our County's Black communities and communities of color. This process will inform the following actions:*

- *Develop the final structure, roles and responsibilities of the Office*
- *Develop a plan reflecting the community's priorities for the work of the Office*
- *Develop a plan for how the Office is transparently accountable to the public*

The Community Engagement process is one of listening, witness-bearing, and reckoning. It is in service to identifying, investing in, and implementing fundamental and foundational shifts in the ways in which Contra Costa County fully embodies and enacts just public service for ALL of its residents, and explicitly for its Black residents, Indigenous residents, and Communities of Color (BIPOC). It is about culture shift and transformation. In culture shift, process and relationships are the priorities. Structure and form reflect, respond, and adapt as needed to build and sustain culture.

The following timeline and phases are estimates of the community engagement process. If and as adjustments need to be made to ensure prioritization of process and relationships, we will keep community and partners apprised of any significant shifts.

The following tenets of community engagement will ground and guide the work in all phases and eventually into the Office itself. These tenets will withstand and inform any and all changes to timeline and phases.

- Acknowledge
- Affirm/Apologize
- Amend
- Align
- Activate
- Assess and adapt

Phase 1 (July - December 2020) - Planning and Launch of Community Engagement Table

The first phase of community engagement is to prepare for and develop a meaningful design process that is both reflective of and attuned to experiences, priorities, and needs of Contra Costa's Black

communities, Indigenous Communities, and Communities of Color (BIPOC), and to the dynamics and determinants of (in)equity that exist in our County.

Towards this, Phase 1 will be the launch of the Racial Justice Community Engagement Table. The Table will be composed of organizations, efforts, and residents already engaged in racial equity and justice work, those who convene partners across the county necessary to this work, and who are proximate to and comprise the County's BIPOC communities.

Central to engagement is recognizing the myriad of identities and experiences across and within our BIPOC communities across gender, class, age, language, ability, immigration status, faith, region, etc. Central to implementation is a design process that is informed by BIPOC residents across these identities and experiences, and that include spaces for tailored engagement with young people, LGBTQQ residents, system-involved residents, elders, undocumented residents, immigrants and refugees, etc.

Table Partners include:

- ❖ Budget Justice Coalition
- ❖ Contra Costa Alliance to End Abuse
- ❖ Contra Costa Care Call Conveners - RYSE and Family Justice Center
- ❖ Contra Costa Central Labor Council
- ❖ Contra Costa District Attorney's Office
- ❖ Contra Costa GARE Cohort
- ❖ Contra Costa Health Services
- ❖ Contra Costa Immigrant Rights Alliance
- ❖ Contra Costa Public Defender's Office
- ❖ Contra Costa Racial Justice Oversight Body
- ❖ Ensuring Opportunity Campaign to End Poverty in Contra Costa
- ❖ First Five Contra Costa
- ❖ Healthy Richmond
- ❖ Lift Up Contra Costa
- ❖ Multi-Faith Action Coalition
- ❖ NAACP – Contra Costa Chapters
- ❖ National Alliance on Mental Illness (NAMMI) Contra Costa
- ❖ Racial Justice Coalition
- ❖ Safe Return Project
- ❖ Resident leaders from most impacted/burdened communities from Central, East, and West Contra Costa County
- ❖ Others as determined by listed partners

Trauma Transformed and Public Health Advocates will provide consultation in areas of design, implementation, data collection and analysis, and equity metrics and indicators.

Key Responsibilities of the Table:

- Design and implement the community engagement process across all regions of the County. The work of the Table itself and its task to design the process will be grounded in the following principles:
 - We center the priorities and lived experiences of residents and families most vulnerable to systems' harm and inequity.
 - We disrupt racism and injustice that exist in our institutions and systems.
 - We center healing, justice and equity.
 - We engage in healthy struggle so that we are accountable, innovative and creative.
 - We learn and adapt through ongoing inquiry and reflection.
 - We advocate for resources through an equitable, humanizing and transparent process.
 - We celebrate and appreciate.
- Engage in relational work to build collective capacity for meaningful community engagement. *This includes work around understanding ourselves as racialized beings that are part of racialized organizations and systems so that we can create the conditions and relationships needed to engage in the painful and profound work of racial reckoning and healing.*
- Organize the learnings of the process into recommendations for the structure, roles, responsibilities, priorities, and accountability of the Office.

Key tasks of the Table:

- Gain understanding of how Contra Costa County works as a system in order to inform recommendations for both the Office of Racial Equity and Social Justice and other changes and transformation to County governance and service.
- Engage in learning labs on the racial harms of health systems, criminal legal/justice systems, law enforcement, child welfare, social services, behavioral health, early childhood education, elections system, planning and land use, and transportation - the areas and sectors of work the County oversees.
- Engage and connect with other related efforts and partners, existing and new.
- Develop the engagement design, serve as ambassadors, co-host and co-facilitate listening sessions, town halls, truth forums.
- Respond to emerging needs and dynamics that arise out of the engagement process.
- Deliver recommendations to the Board of Supervisors on the roles, responsibilities, priorities, structure, and accountability of the Office of Racial Equity and Social Justice.

Commitment of time

We estimate the following number of hours Table partners will commit to for each phase. Details of Phase 2 and 3 below.

- Phase 1 Launch and Design (July-December 2020): 50-60 hours
- Phase 2 Implementation (January-March 2021) 40-50 hours
- Phase 3 Meaning making and recommendations (April-May 2021) (20-30 hours)

Table Core Team

A Core team of cross-sector partners has been engaging in the preliminary conversations and planning for the Community Engagement Process. This Core team will facilitate and support the responsibilities and tasks of the Engagement Table, and work in close partnership to ensure a comprehensive and connected process. These partners include:

- Supervisor John Gioia
- Supervisor Federal Glover
- Contra Costa Health Services
- Family Justice Center - Central/East Care Call Convener
- RYSE - West Contra Costa Care Call Convener
- Trauma Transformed*
- Public Health Advocates**
- Fiscal Sponsor: Contra Costa Regional Healthcare Foundation

*Trauma Transformed works extensively across the Bay Area to partner with and transform systems of care from trauma-holding to trauma-responsive and healing-centered, with racial justice as an explicit tenet and praxes for systems transformation.

**Public Health Advocates engages in statewide policy and advocacy work to address the social determinants of health, working with jurisdictions across the state to integrate metrics and indicators of racial equity. Table partners have relationships with multiple organizations and efforts that we may ask to provide insight or consult, including PolicyLink, GARE, BARHII, and Black Futures Lab.

Phase 2 - Implementation (January-March 2021)

While details of implementation will be developed by the Table, this will be a process of active listening and witness-bearing. Key questions will be developed that then inform participatory, multimodal, multi-lingual methods of engagement. Platforms for engagement will include listening sessions, truth forums, focus groups, and online processes and tools, including graphic recording. Inquiry and engagement will begin with those most burdened by racial oppression, our BIPOC communities. Programs and agencies working directly with and/or led by BIPOC will also be part of community engagement.

Phase 3 - Meaning-making and sharing of recommendations (April-May 2021)

During this phase, the Table will engage with the community in sharing out and meaning-making of the learnings from the engagement process. The Table will organize the learnings into recommendations for the Office of Racial Justice and Equity, and into ongoing and emergent policy, advocacy, and organizing efforts.



Contra
Costa
County

To: Board of Supervisors
From: Supervisor Diane Burgis and Supervisor Candace Andersen
Date: November 10, 2020

Subject: FINAL 2020 CENSUS REPORT AND RECOGNITION

RECOMMENDATION(S):

RECEIVE and ACCEPT final report from the 2020 Census Steering Committee regarding the outreach efforts and County self-reporting rates for Census 2020, and ADOPT Resolution No. 2020/300 recognizing the members of the 2020 Complete Count Steering Committee, key department staff, regional partners and local community-based organizations who contributed to the County's success.

FISCAL IMPACT:

The final State grant distribution to the County of \$18,130 is conditioned upon completion and submittal of the final 2020 Census report.

BACKGROUND:

As mandated in Article 1, Section 2 of the Constitution, every 10 years, the federal government counts all persons living in the United States. The United States Census Bureau (USCB) collects this information to provide a snapshot of our nation; who we are, where we live, and so much more. The results of this once in a decade count determine the number of seats each state has in the House of Representatives, and the information is also used to draw Congressional and State legislative districts.

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Matt Lardner (925) 674-7813, Teresa Gerringer (925) 252-4500

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Over the next decade, lawmakers, business owners, and many others will use 2020 Census data to make critical decisions. The results of the census will show where communities need new schools, clinics, roads and services for families, adults and children. The results will also inform how hundreds of billions of dollars in federal funding are allocated to more than 100 programs, including Medicaid, Head Start, block grant programs for community mental health services, and the Supplemental Nutrition Assistance Program.

In December 2018, the Board of Supervisors authorized establishment of a Complete County Steering Committee to guide the County's 2020 Census outreach effort. The attached final report outlines the outreach efforts, goals, objectives and lessons learned throughout this Complete Count effort. Additionally, the attached ceremonial resolution recognizes those involved in the County's effort to achieve a Complete Count.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to submit the final report to State would make the County ineligible to received the final grant payment of \$18,130.

ATTACHMENTS

Resolution 2020/301

2020 Final Census Report

2020 Final Census PowerPoint

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

In the matter of:

Resolution No. 2020/301

Recognizing the Contra Costa County Census 2020 Complete County Steering Committee

WHEREAS, Contra Costa County recognizes the contributions of the Contra Costa County Census 2020 Complete County Steering Committee; and
WHEREAS, on December 18, 2018, the Board of Supervisors authorized the establishment of a Complete County Steering Committee to guide the County's 2020 Census outreach effort; and
WHEREAS, the Complete County Committee, led by Supervisor Diane Burgis, Chair and Supervisor Candace Anderson, Vice Chair was selected from a pool of individuals who represented organizations with deep connections to hard-to-count populations within the County and who have the capacity to leverage regional cooperation through existing community networks across all areas of the County; and
WHEREAS, on February 19, 2019, the Contra Costa County Board of Supervisors appointed Fran Biderman, Alvaro Fuentes, Samuel Houston, Melody Howe Weintraub, Terry Koehne, Mariana Moore, Mark Orcutt, Andres Orozco, and Ali Saidi as At-Large members of the Complete Count Committee, and appointed the following supervisorial district representatives, Lina Velasco, District I, Aparna Madireddi, District II, Linda Soliven, District III: Lauren Babb, District IV, and Lynn Reichard-Enea, District V; and
WHEREAS, the Contra Costa County Census 2020 Complete Count Steering Committee Steering Committee members served as ambassadors for the 2020 Census within their region and/or across diverse sectors and communities countywide, developed a strategic plan to engage residents in hard to count populations, oversaw the budget, coordinated the grant program, helped to organize community events, communicated through their networks, and made presentations to community groups; and
WHEREAS, the work of the Committee and its members to build a grassroots coalition of trusted messengers throughout the county, led Contra Costa County's to the third highest self-response for counties in the State of California, and its 77.4% self-response rate surpassed the 2010 self-response rate by 72.1%.

WHEREAS, the Contra Costa County Census 2020 Complete Count Steering Committee through hundreds of hours of work and strategic leadership guaranteed fair representation and protected approximately \$1 billion dollars in funding for critical infrastructure and programs for the next decade; and
NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Contra Costa County hereby recognizes and thanks the Contra Costa County Census 2020 Complete Count Steering Committee members listed above, and extends its deepest appreciation for their commitment to ensuring a complete and accurate count.

CANDACE ANDERSEN
Chair, District II Supervisor

JOHN GIOIA
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: November 10, 2020

David J. Twa,

By: _____, Deputy



State of California – Government Operations Agency
 California Complete Count-Census 2020
 400 R Street, Suite 359
 Sacramento, CA 95811
 www.census.ca.gov
 (916) 852-2020

GAVIN NEWSOM, Governor
DITAS KATAGUE, Director

FINAL REPORT TEMPLATE

General Information

Date of report	November 16, 2020
Organization / Entity	Contra Costa County
Responsible Person / Title	Julie Enea Senior Deputy County Administrator
Contact Person / Title	Kristine Solseng, Principal Planner
Address	1025 Escobar Street, 4th Floor, Martinez, CA 94553
Email / Phone	Julie.enea@cao.cccounty.us, Kristine.solseng@dcd.cccounty.us, 925-655-2056, 925-674-809

Narrative Report

- 1) List your goal(s) and objectives as it appears in your strategic and implementation plan. What and how did you revise the objectives due to COVID-19 and the US Census Bureau’s operational adjustments?**

Goals

1. Achieve a Self-Response Rate of at least 76.9% (2010 Participation Rate according to the US Census Bureau. Note, since our goals were developed, the Census Bureau has published estimated 2010 Self Response Rates. For Contra Costa County this is 72.1% and a more accurate comparison).
2. Increase participation in hard-to-count (HTC) communities.
3. Collaborate with the U.S. Census Bureau, State, regional groups, the Regional Administrative Community Based Organization (ACBO), Contra Costa cities and special districts, and Community Based Organizations (CBOs) to avoid duplication and effectively communicate the Census message.
4. Build additional capacity and strengthen Contra Costa County CBOs through Census outreach efforts.

Objectives

Due Date: November 16, 2020

1. Messaging Partners: Community Partners agree to amplify Census messaging through social media, newsletters, and email blasts. Messages may be targeted to specific populations and in multiple languages as needed. We increased our focus on messaging partners due to COVID.
2. Hosting Questionnaire Assistance Centers or Questionnaire Action Kiosks. Our Questionnaire Assistance strategy was greatly impacted by COVID. We were able to do some phone assistance and implemented some questionnaire assistance towards the end of the Census operation.
3. Census Speakers Bureau: The County will work to match requests for a Census 2020 Speaker at community events with local trusted messengers, Complete Count Committee Members, and Census staff to present at various local events. The Speaker's Bureau was greatly impacted by COVID. We were able to attend some virtual meetings.
4. Mini-Grant Program: Applying for mini-grants to implement a Census Outreach idea, such as:
 - Community Events
 - Youth Film Festivals
 - Soccer Tournaments
 - CBO outreach efforts (to fund larger CBO outreach events to leverage existing resources)

Our grantees also had to pivot during COVID and increased social media outreach and added phone banking and food distribution activities instead of their planned activities.

5. Adopt-a-Block Program: Community Organization volunteers to canvass in HTC Census Blocks to encourage residents to fill out their Census questionnaires. This program will work in concert with SwORD's live self-response data to target areas with a low self-response rate. Community Organizations and/or volunteers will be provided with training and a stipend for the canvassing. We were unable to implement the Adopt-a-Block Program due to COVID. We pivoted to phone banking and increased social media.

2) Reflecting on your own operations and outreach strategies throughout the campaign, please provide a response with specific examples for the following questions. Please also indicate which timeframe you are referring to in your response (i.e., education, NRFU period).

Contracted partner's operations

What worked well operationally?

- Training trusted messengers in the education period months in advance of Census throughout the county to reach people directly in their own communities, particularly for communities who speak English as a second

language. We heard time and again that residents preferred to see outreach in their native language even if they spoke English fluently.

- Funding local community-based organizations during the activation phase was an efficient way to get our funding out and into the hands of community members who could most effectively conduct outreach to their communities.
- Our Health, Housing, and Homelessness Coordinated Outreach Referral and Engagement (CORE) homeless outreach team was a major factor in our success with counting our unhoused population in the Service Based Enumeration (SBE) and Targeted Non-Sheltered Outdoor Locations (TNSOL) Census operations. Although communications with our Area Census Offices (ACO) was not always clear, we were able to rely heavily on our CORE team to provide the needed information and conduct additional clean-up efforts with unhoused populations to ensure all our residents who were unhoused were enumerated correctly.

What hindered the operations?

- COVID-19 was of course the biggest hinderance to our outreach operations. It completely derailed our strategy of peer-to-peer outreach and forced us to shift to a more digital/virtual approach as we all adjusted to the "new normal". In addition to a shift in strategy, many of our outreach partners were stretched thin due to conducting rapid response related to COVID. Towards the end of the Census operations we were able to conduct more in person outreach as we adapted to the precautions needed to prevent spread of the virus.
- In September as we attempted to do more in person assistance wildfires and smoky air thwarted our efforts.
- The social unrest and distrust of the government, particularly the Federal Government greatly impacted our ability to reach communities who were wary of responding to the Census to begin with. In particular, immigrants and those that speak a non-English language were most impacted.
- Second to COVID, the lack of Information and communication from the US Census Bureau (USCB) was an enormous hinderance in effectively reaching a complete count. For instance, in West County we never heard from the Oakland ACO about TNSOL operations and had to rely completely our Health, Housing, and Homelessness Core Team to enumerate encampments, particularly in Richmond. Additionally, USCB staff often contacted the County or CBO in various capacities and unaware of concurrent outreach conducted by USCB. This caused confusion and frustration among our partners.
- Lack of communication and coordination from Mercury for micro-media campaign.
- The State did a lot of helpful up front outreach, but it would have also been helpful to know early in the process the "big buckets" the State planned to invest in such as large transit buys or robust digital ad markets. These big-ticket items cost more at a local scale and using the State's buying power would have been more effective. This left us struggling to determine the best use of county funds available and often too late in the process.
- The County's contracting and invoicing process hindered the pace of grant approval and fund dispersant.
- Inconsistent data formats for planning and reporting activities required significant staff time to review and provide quality control.

Contracted partner's outreach

What outreach tactics worked well?

- Early communication between government and community-based organizations. By cultivating relationships more than a year in advance of the Census count between the county and our community-based organizations helped drum up more support and awareness of the census than in previous counts.
- Focusing efforts on peer-to-peer communication to engage all residents around the Census was pivotal to reach all residents in a way that was effective, culturally competent, and relevant to their own identities and backgrounds.
- Providing outreach material and website information in non-English language contributed to a sense of inclusion for all Contra Costa county residents.
- Direct questionnaire assistance was by far and away the most effective form of outreach that led to direct results of hard-to-count community members being counted accurately.
- Once COVID forced us to shift to more virtual and digital tactics, phone banking became a pivotal way for us to continue with some peer-to-peer outreach and ensure community members had not only responded to the Census but were safe, healthy, and not in need of food or financial assistance.
- Hiring a Census Outreach Coordinator and Outreach Specialists (interns) helped to provide dedicated staff time to focus on outreach activities.
- Strong collaboration and high level of communication between staff, Complete Count Steering Committee, UWBA, and State allowed for more advocacy throughout the county, region, and state to ensure the Census Bureau was following through on their job.
- The combination of SwORD Hard to Count analysis and additional staff GIS analysis to understand various Hard to County characteristics and how they impact different communities within the County. In particular, detailed language analysis allowed us to understand where non-English languages populations are concentrated so that we could tailor communications and outreach in those areas with the preferred language(s).

What hindered the outreach?

- As mentioned above, COVID-19 greatly hindered our strategy of reaching people on a peer-to-peer basis. Once the county developed and adapted to safety measures to prevent the spread of the virus, we were able to conduct limited peer-to-peer communication, but not at the level we were hoping prior to the pandemic.
- The Micro-media plan being implemented behind schedule was a huge hinderance to our ability to flesh out ads in our county. We were relying on the state's buying power to purchase ads throughout the region, particularly in transit. However, Mercury was slow in providing a clear ad buy plan and we ended up having to rely on our own contacts in the county to eventually get ads up on transit, including BART. All counties in Region 3 were hoping for a more coordinated campaign and effort from the state's contractor throughout the Bay Area that was well thought out and started well in advance of the count.

- Another hinderance were the changing deadlines and disinformation from the federal government. This made it particularly difficult for us to conduct outreach as the current administration consistently changed its own position and spread misinformation, particularly around counting immigrants.

3) Describe challenges and changes occurring outside or within your organization / agency that had an impact on the outreach work. Describe how you responded to these changes to work toward achieving a complete count.

- Political climate/distrust of government, including the Federal administration threats to count or not count undocumented immigrants.
 - Response: Working with trust partners and community organizations on the ground to provide one-on-one communication in hard to count areas
- COVID-19
 - Response: Pivoting to phone banking and digital outreach
 - Response: Organizing COVID safe events such as caravans and working with food distribution, COVID testing, and other essential services.
 - Response: Continued focus on Questionnaire Assistance
- Changing enumeration deadlines
 - Response: Updated partners and general public as needed
- Coordinating with USCB, particularly with SBE and TNSOL. The CORE team experienced challenges coordinating to be on the ground during SBE help reach the unhoused population in Contra Costa County
 - Response: The County issued devices to CORE Team members to assist in self-enumeration during their ongoing work in the weeks following SBE.
- Staff time and competing priorities. The County only had one full time staff member dedicated to Census Outreach full time.
 - Response: The Department of Conservation and Development, County Administrator's Office, and Office of District III Supervisor Diane Burgis all provided a staff member to work on Census part-time in addition to their other duties. Other County departments also provided in-kind support of Census Outreach activities.

4) For county and ACBO partners, what was the county (or region's) 2010 response rate and what was the 2020 response rate? If the response rate met and exceeded the 2010 response rate, what contributed to that? If it did not meet the 2010 response rate, what were some of the challenges for that? For other partners, please note what data you used and how you used data for your strategies.

- Final 2010 self-response rate: 72.1%
- Final 2020 self-response rate: 77.4%
- Both the state and county dedicated increased funding to Census 2020 compared to Census 2010 (due to the challenges as discussed) and this led to our local governments taking more ownership, allowing us to increase our connections with community-based partners. In 2020, the county started working more than a year in advance of the Census to train trusted messengers and organizations throughout the county to conduct outreach and prepare their own communities for responding and being counted in Census 2020.

Contra Costa County

- The silver lining of COVID is there was additional time to conduct targeted outreach in hard to count communities, which helped the county exceed our 2010 Self-Response Rate.
- When comparing 2020 and 2010 SRRs, it's important to remember there was a foreclosure crisis in 2010 with many vacant units that did not have people to respond to the census.

5) Please describe the process and results of your partnership coordination and how it educated and motivated the hard-to-count populations to complete the Census questionnaire.

The Contra Costa County Board of Supervisors authorized \$500,000 of county funds be allocated to Census 2020 to support achieving a complete count. The funds were specifically to be granted out to cities, county departments, and community-based organizations to assist the county in conducting Census outreach in all areas and communities. We awarded over 80 grants and subsequently trained trusted messengers to understand the importance of the census, how to be counted, and spread awareness in their respective communities. Each organization was provided with training, swag, outreach materials, and support to conduct outreach activities to best meet the needs of their communities. Grantees proposed a range of outreach approaches including training community members, hosting census events, phone banking and canvassing, conducting questionnaire assistance, providing census material and assistance alongside food distribution sites, coordinating census caravans, engaging via social media, and other approaches to educate their community members about the importance of responding to the census.

6) Please provide a list of key partners and describe their contributions of how they made a difference in your outreach efforts.

- Community Based Organizations
 - Our main partners were community-based organizations. We granted funds to 67 organizations to help us conduct outreach in all communities throughout the county.
- County Departments and Cities
 - We supported to various county departments and cities.
 - Worked with county departments to educate county employees and layer in census messaging to their communications with county residents and partners.
- Health, Housing, and Homelessness CORE Team
 - A major partner was Contra Costa County's Health, Housing, and Homelessness CORE team who was pivotal in counting our unhoused population. They coordinated directly with the Regional ACOs to provide needed information and went out into the field to support the TNSOL operation and enumerate residents who were missed.
- United Way Bay Area
 - United Way Bay Area (UWBA) (our Region 3 Administrative Community Based Organization) was a pivotal part of our success and helped us take a more regional approach to our outreach and work in tandem with all

seven Bay Area counties to support one another's goals and objectives. UWBA was also extremely helpful in serving as a liaison between the state and the county. They also provided a lot of technical expertise in tracking self-response rates, navigating phone banking programs, supporting questionnaire assistance centers, language translation, and providing training materials.

- Federal, State, Regional, County Legislative & Government Partners
 - Representatives from our federal and state legislators' offices; regional, county, special district, and local government elected officials, along with appointed members of county municipal advisory councils were instrumental in helping to get the word out. They attended training workshops, invited speakers to present at their meetings and events, and pushed out messages via their communications channels. Several local cities and towns issued census response rate challenges.
- Faith Based
 - Faith-based organizations and churches in our county were an enormous help in getting the word out, particularly to our Spanish speaking residents.
- Higher Education
 - Outreach to higher education institutions played a part in getting the word out to students, faculty and staff at those locations via campus clubs and other organizations.

7) Please describe how you provided accessible and in-language outreach activities, including how you ensured equal and meaningful access to limited English proficient individuals and people with disabilities?

- We developed digital ads in multiple languages targeted throughout County based on where we knew those languages were spoken using demographic data.
- We provided Spanish language assistance at many events/outreach activities. When we could not provide language assistance, we coordinated with the USCB Partnership Specialists to fill in any gaps.
- Our collateral and our social media toolkit were translated in all required languages.
- Our website featured seven different languages plus sign language information on the home page, contributing to a sense of inclusion and easy access to information in multiple languages.
- We presented about the importance of the Census and provided needed resources to the Developmental Disability Council of Contra Costa County.

8) Please share a story(s) of how your work has made a difference to Census 2020 and the impact on the community. Please include images and quotes, so we are able to understand the narrative behind the numbers.

After COVID hit and forced the Bay Area into a long shelter-in-place order, we were encouraged to see the number of our grantees who stepped up and worked with us to completely pivot our strategy of reaching our hardest-to-count residents and

Contra Costa County

ensuring that all were counted. Many were eager to find ways to continue reaching out to their community. Grantees took on phone banking and made over 15,000 calls; providing virtual questionnaire assistance; helping us distribute census materials at food sites; planning Census Caravans in 10 cities, helping us pass out 4,000 Census backpacks, 5,000 bilingual Census grocery bags, and countless other swag items. While this year was obviously incredibly challenging, it was also incredibly moving to see the ways in which our community stepped up to continue to support our most vulnerable residents and ensure they were safe, healthy, and counted.



(Pinole Backpack Giveaway)

Contra Costa County



(Hercules, Crockett, Rodo Census Caravan)



(Northern California Black Trade Unionists)



(Men and Women of Valor)

9) Please add any suggestions for the 2030 Census efforts, including timelines.

- Train and invest in a diverse group of trusted messengers who reflect the demographic makeup of county residents.
- Make questionnaire assistance accessible and inviting throughout the state
- Work with nearby counties in region to plan a coordinated transit ad campaign throughout region in advance of the Census count.
- Advocate to the federal government to strengthen the USCB and make operations more effective and transparent.
- Work between now and 2030 to rebuild relationship between our state and local government and immigrant community.
- Hire a diverse staff that reflect our residents' race, ethnicity, gender identity, sexuality, language, etc.
- Develop reporting template early in the process and all data development should be built to support the final template. For example, the Implementation Plan categories and the Activity Report categories were different, leading to additional staff time reviewing reports.
- Collateral and materials in multiple languages spoken throughout the County. Conduct a thorough survey/demographic evaluation before developing strategy for 2030 outreach.
- Provide "Big Buckets" of State investment prior to County, ACBO, and other Partner plan development process.

Attachments

10) Please confirm that you have submitted the following which will help us better understand the full breadth of the Census work and achievements.

- a) SwORD uploads of completed activities
- b) Updated list of subcontractors
- c) Evaluations or analytical reports, if any
 - a. Digital ads
 - b. Summary final reports feedback
 - c. Language maps
- d) Sample products*
 - a. Social Media Toolkit
 - b. Newsletter Toolkit
 - c. Elected/cities
 - d. Schools
 - e. Faith Based
 - f. Sample Ad and translation document
 - g. Census 101 Training
 - h. Spring 2019 Workshops
 - i. Digital Ads sample

* communication collaterals, including those in additional languages; toolkits; newsletters; phone or radio scripts; guidelines; communication analytics; articles; trainings; and other graphics (a digital copy is sufficient, the original copy is not required)

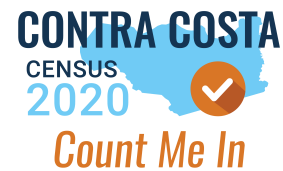
Submission

Please submit your final report and attachments no later than November 16, 2020 to: outreach@census.ca.gov with a copy to the RPM/contract manager. Please include your organization name in the subject line.



Census 2020 Wrap-Up

Achieving a Complete
and Accurate Count



CENSUS 2020 GOAL

Ensure that everyone is
counted once, only once, and
in the right place.

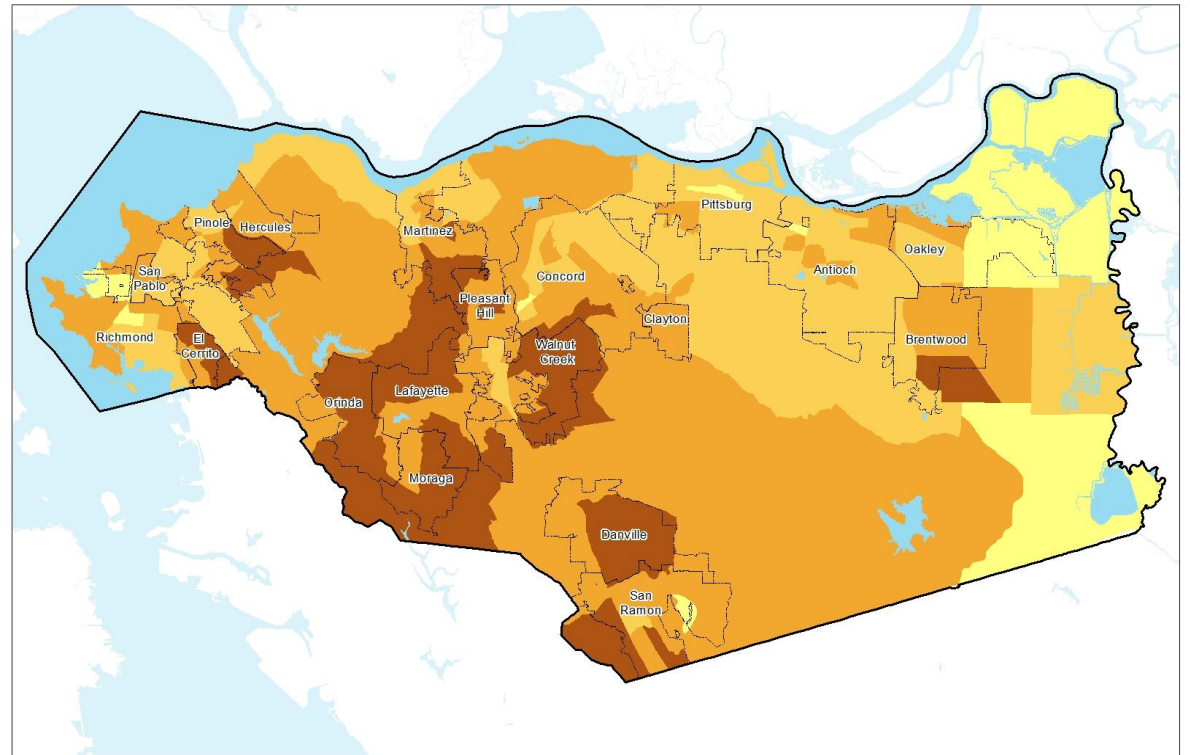
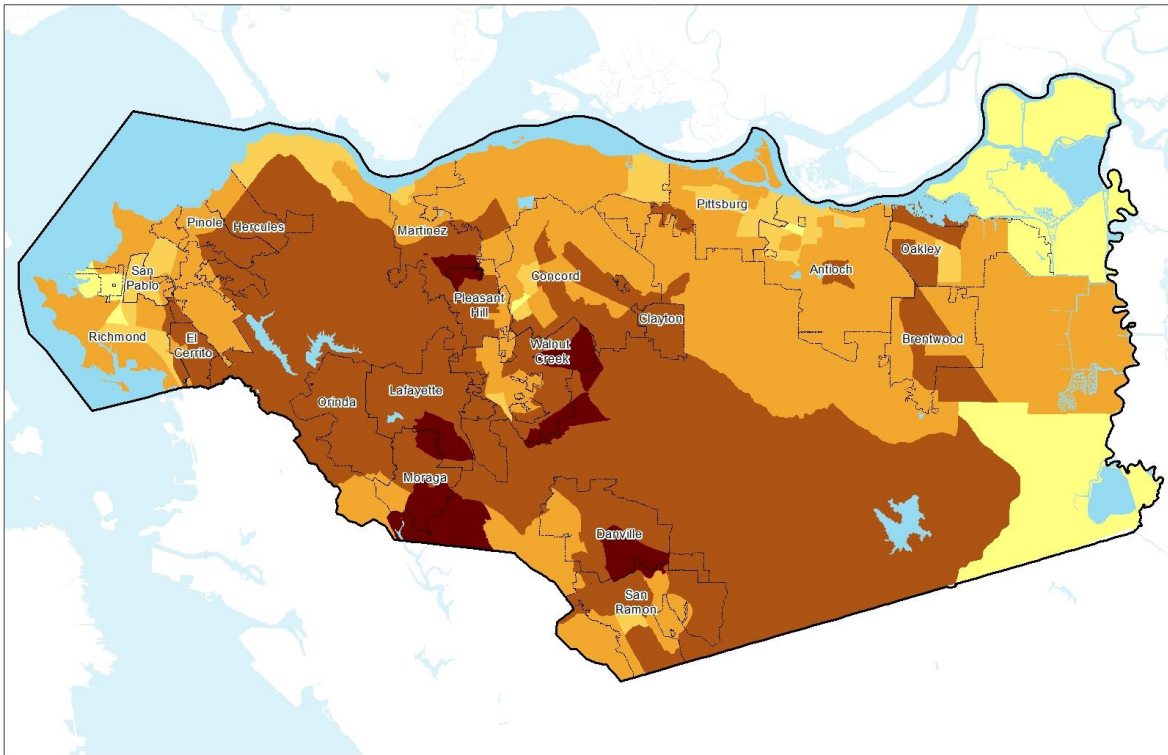
Contra Costa County Census 2020 Goals

Exceed	Meet or exceed the 2010 Self Response Rate
Increase	Increase participation in hard-to-count communities
Collaborate	Collaborate with the U.S. Census Bureau, State, regional groups, the Regional CBO, Contra Costa cities and special districts, and community organizations to avoid duplication and effectively communicate the Census message
Build Capacity	Build additional capacity and strengthen Contra Costa County community-based organizations through Census outreach efforts

Goal: Meet or Exceed the 2010 Self-Response Rate

2020: 77.4%

2010: 72.1%



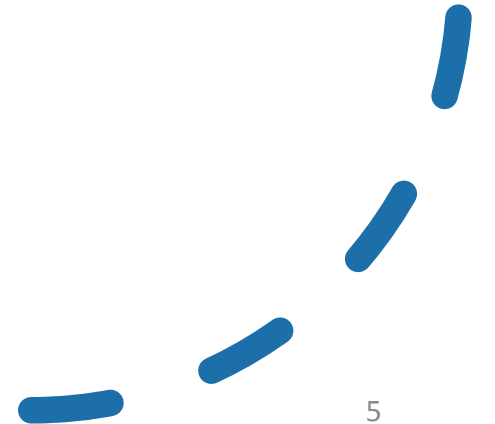
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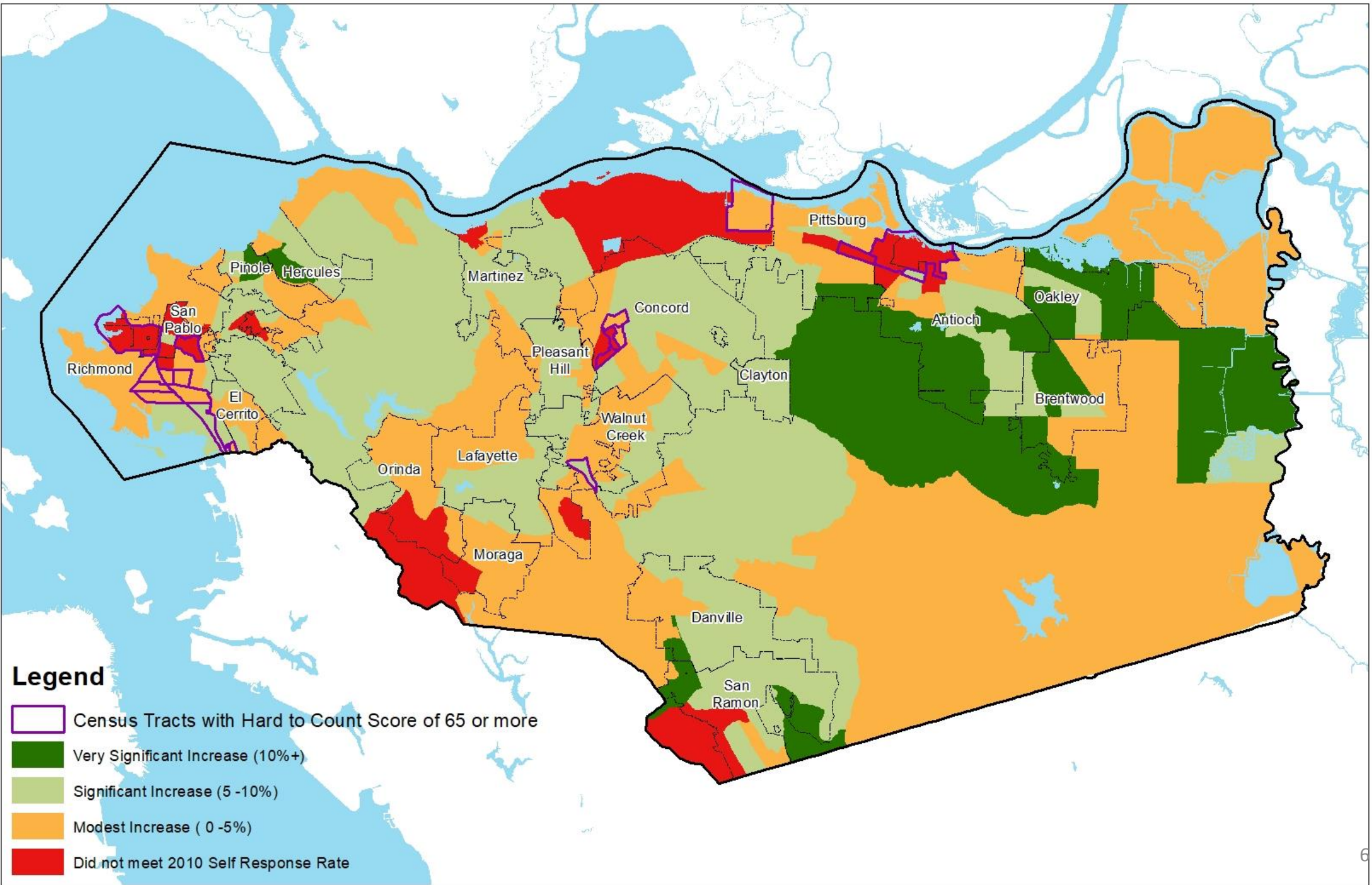
Goal: Meet or Exceed the 2010 Self- Response Rate

Nearly all Contra Costa County cities and unincorporated communities surpassed their 2010 Self-Response Rates.

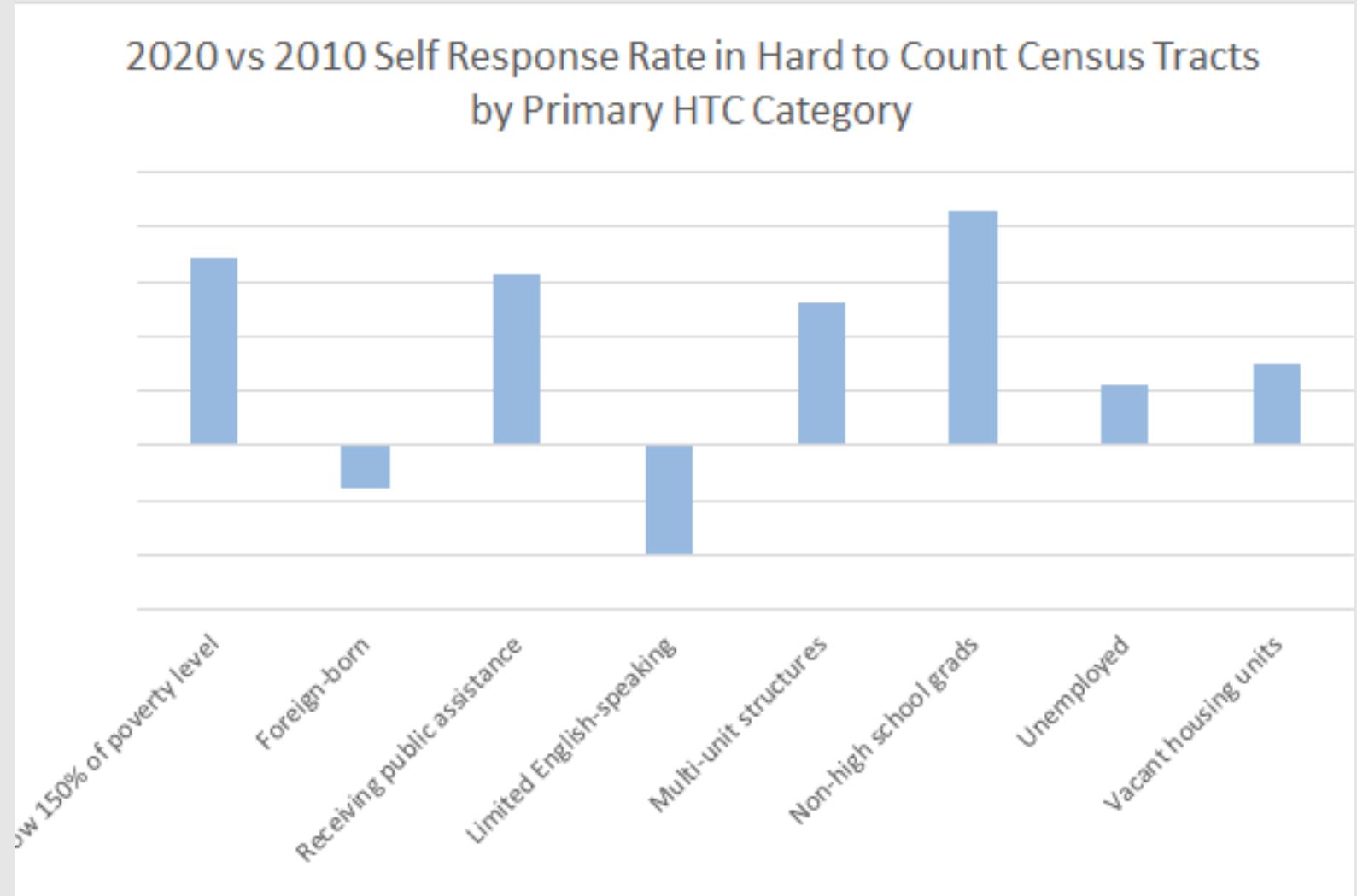
Those that did not, were within 1% of meeting the 2010 Self-Response Rates.

All during a pandemic.

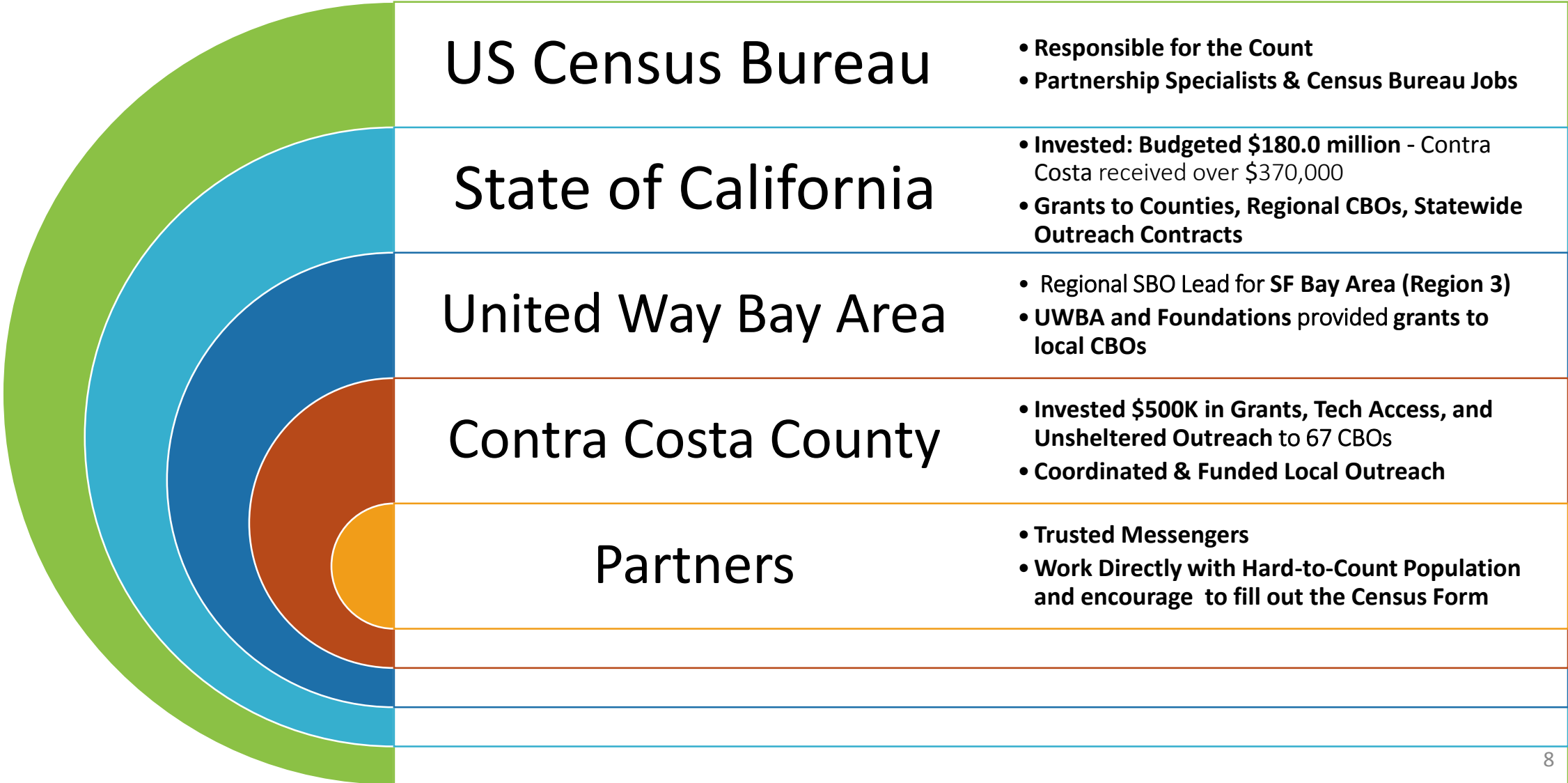




Goal:
Increase
Participation
in Hard to
Count
Communities



Goal: Collaborate with Partners



Goal: Collaborate with Partners

**Consistent Reporting structure for funds between
County, Region, and State**

**State developed robust GIS tool to inform
outreach**

Weekly coordination calls

**Excellent leadership from United Way Bay Area
and our State Program Manager, David Tucker**

**Shared resources and coordination for phone
banking, canvassing, digital media, and others**

**Strong local support from dedicated Census
Partnership staff**

Goal: Build Capacity and Strengthen Community-Based Organization

- Funded 67 Community Based Organizations (CBOs) throughout Contra Costa County through our Census Outreach and Assistance Grants.
- Over 97% of grant funding was directed to CBOs.
- Census provided an opportunity for CBOs to collaborate and forge new relationships with the County, cities, and other CBOs.
- Census Outreach provided a foundation for other County outreach efforts such as COVID-19 and Voter outreach.

Strategy and Activities

OUTREACH STRATEGY

- Messaging Partners (social media, newsletter, etc.)
- Questionnaire Assistance Centers or Questionnaire Action Kiosks.
- Census Speakers Bureau
- Grant funding to CBOs for outreach efforts
- Adopt-a-Block (Canvassing)
- Census Ambassadors
- Media buys

COVID PIVOT

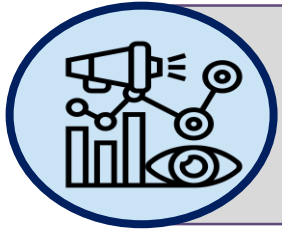
- Census Caravans
- Food Distribution
- Increased Phone Banking
- Increased Digital Ads
- Increased Social Media

Planned Activity: Messaging Partners

COVID: Critical Outreach pivot method

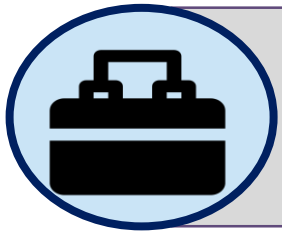


Over **400 Social Media Posts, Webinars, and emails**

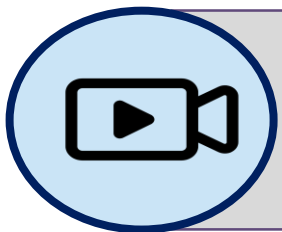


More than **337,000 Impressions.**

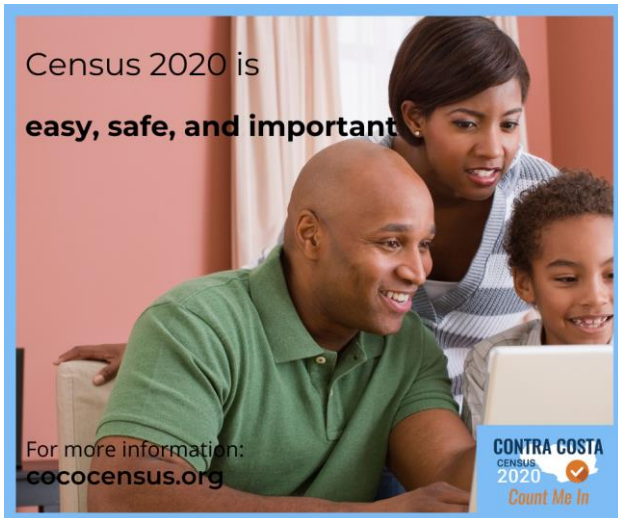
Estimated **37,000 Non-English Impressions**



Developed **Social Media and Newsletter Toolkits** for Partners



CCTV provided **FREE Video production** for grantees



"Census data
has the **strongest**
protections in law
period."

- Terry Ao Minnis (AAJC)

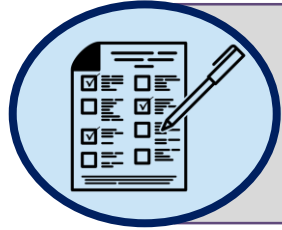


CONTRA COSTA
CENSUS
2020
cococensus.org



Planned Activity: Questionnaire Assistance

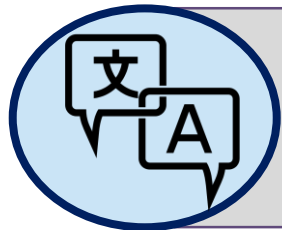
COVID: Highly Impacted – QACs could not open



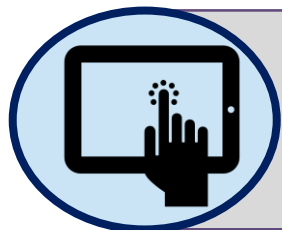
Over **35 Form Filling Assistance Activities**



More than **300 Households Served**



Estimated **50% of Assistance in Non-English Languages**

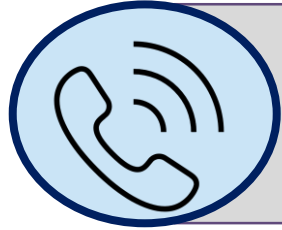


Partnered with UWBA to **Provide "QAC in a Box,"** including **loaning devices to Partners**

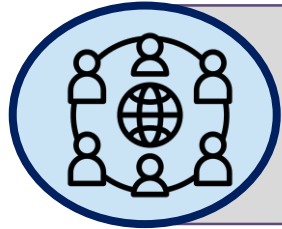


Planned Activity: Adopt-a-Block (canvassing)

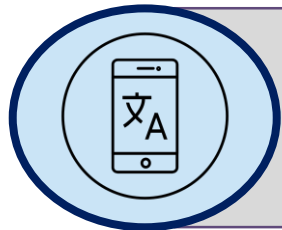
COVID: Highly Impacted – Phone Banking



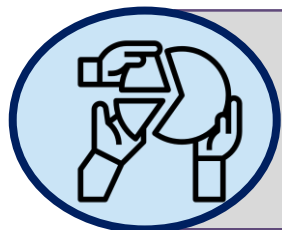
About **100** Canvassing and Phone Banking Events



Over **23,000** impressions



Over **7,400** Non-English Impressions



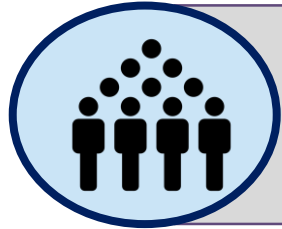
Collaborated with State and UWBA to reduce duplication

Planned Activity: Speaker Bureau / CBO Events

COVID: Impacted - food distribution, caravans, and others



230 Events, Speaking Engagement, Tabling, and Other Outreach Activities



Over 69,000 impressions



Over 7,000 Non-English Impressions



County provided over **25,000 flyers and swag distributed**



RESPONDA AL CENSO HOY...

EVITE QUE ALGUIEN TOQUE LA PUERTA MAÑANA





Visite: my2020census.gov

Llame: 844-468-2020

El censo es fácil, seguro, confidencial, y importante

- La población latina es el segundo grupo étnico más grande de los Estados Unidos.
- Contra Costa se compromete a promover un censo justo y preciso que cuente a todas las personas residentes. Para que nuestras voces sean escuchadas, **TODAS LAS PERSONAS DEBEMOS SER CONTADAS EN EL CENSO 2020.** Completar el censo es su oportunidad de marcar la diferencia para usted, su familia y su comunidad.
- Un censo de latinxs podría significar una pérdida de MIL MILLONES de dólares en educación, atención médica, transporte y otros programas para nuestras comunidades.
- Complete el censo hoy, para asegurarse de que nuestra comunidad sea contada y atendida.

¡Cuentense! Es su oportunidad de hacer la diferencia para que se escuche su voz y ayudar a nuestras comunidades a prosperar durante la próxima década y más allá.



The colors on this page are RGB simulations of Pantone Colors. Actual colors may vary.

Planned Activity: Media Buys/Digital Ads/Transit/Etc.

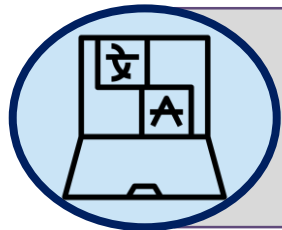
COVID: Slightly impacted



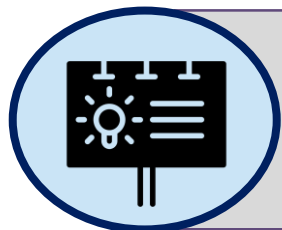
Over **80** advertising events and media buys



Over **860,000** impressions



Over **65,000** non-English impressions



County **invested funds in digital ads, transit ads, and sinage**

در سرشماری 2020 شمرده شوید
وقتی شما پاسخ می‌دهید، همه نفع می‌برند

CONTRA COSTA
CENSUS
2020
Count Me In

پاسخ شما مهم است

تحت شمارش قرار گیرید

Hágase **Contar** en el **Censo 2020.**

Responda confidencialmente



en línea



por teléfono



por correo
postal

CONTRA COSTA
CENSUS
2020
Count Me In

Sea Contado

Be Counted in the 2020 Census

When you respond, you
ensure funding for your:



Community



Roads



Education



Healthcare



Social services



Housing

CONTRA COSTA
CENSUS
2020
Count Me In

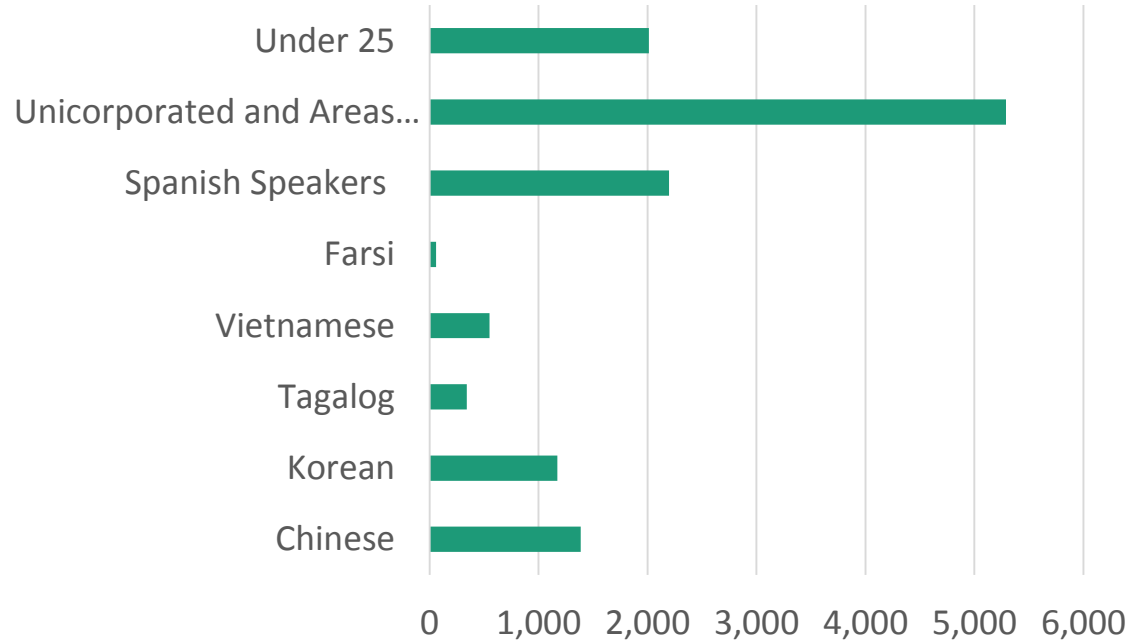
Everyone Counts

Get Counted

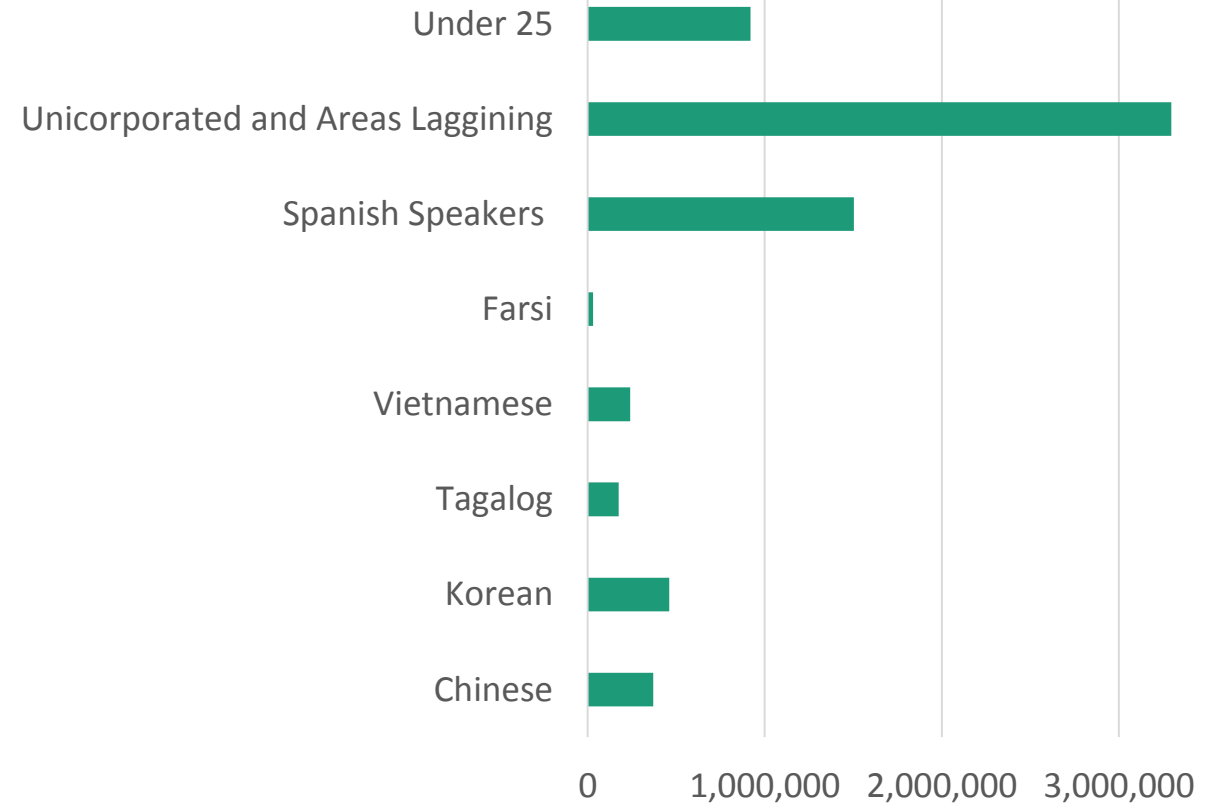


Digital Ads Analytics

Clicks by Campaign



Impressions by Campaign



Recommendations for 2030

- Continue to **build trust and maintain relationships** with Hard to County Communities and CBOs in the County – starting now and not in 10 years.
- Continue to **provide County information in multiple languages** and develop relationships with community partners to assist in non-English language outreach
- **Start planning** process in April 2028
- Ensure Census Outreach Team is **adequately staffed**
- Have **collateral and swag** designed and ordered by December 2029
- Dedicate staff, space, and vehicle to census **collateral and swag ordering and distribution**
- **Include cities more** directly in outreach campaign
- **Collaboration takes time** – allocate sufficient time for meetings with Federal, State, and Regional coordination
- **Be ready to pivot** – in 2010 the foreclosure crisis impacted outreach and 2020 had a pandemic – any 2030 bets?

THANK YOU

CONTRA COSTA

CENSUS
2020



Count Me In



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: Utility Agreement with Contra Costa Water District for the Marsh Drive Bridge (#28C442) Replacement Project, Concord area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute, on behalf of the County, a Utility Agreement with Contra Costa Water District (District) effective November 10, 2020, to require the County to pay approximately \$152,000, and the District to pay approximately \$55,000, in connection with utility relocation for the Marsh Drive Bridge (#28C442) Replacement Project (Project), Concord area. County Project No. 0662-6R4119 / Federal Project No. BRLS 5928(128) [District IV & V]

FISCAL IMPACT:

The estimated cost for the work associated with this agreement is \$206,700.00. The County will be responsible for an estimated \$151,700.00. The District will be responsible for an estimated \$55,000.00.

BACKGROUND:

The Project proposes to replace the bridge on Marsh Drive (Bridge No. 28C442) over the Walnut Creek Channel in both the unincorporated area of Contra Costa County (County) and the City of Concord. The District owns and maintains water facilities within the limits of the Project. In order to construct the Project, existing District facilities need to be relocated. This requires a relocation of existing water facilities within both the public road right-of-way and an

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Neil Leary,
925-313-2278

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

adjacent District-owned easement. The County will be 100% liable for the relocation costs associated with the District-owned easement. The District will be 100% liable for the relocation costs within the public road right-of-way. The purpose of this agreement is to provide for the apportionment of duties and costs between the County and the District. The County's share of the utility relocation costs is eligible for federal reimbursement through the Highway Bridge Program at a ratio of 88.53% Federal Funds to 11.47% local matching funds for participating costs.

The work includes relocation of an eight-inch (8") water main, two hydrants, valves, manholes, valve boxes, and private water services to 5000 Marsh Drive.

The County's contractor for the Project will complete the work. The District will have the option to complete a portion of the work with their forces if the Project bids come in too high.

The County will acquire an easement for relocated District facilities in the County's name. Upon completion of the land acquisition process, the County will convey the easement to the District by easement deed.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, construction of the Project will be halted, as the bridge cannot be replaced as proposed without relocation of the District's facilities and the federal funds will be lost.

ATTACHMENTS

Agreement

Exhibit 14-F UTILITY AGREEMENTS
UTILITY AGREEMENT

Contra Costa County Public Works Department

County	Route	P.M.	Project #
Contra Costa	Marsh	N/A	6R4119
Fed. Aid. No. BRLS 5928(128)			
Owner's File: D-16146 to D-16148			
FEDERAL PARTICIPATION: On the Project : Yes On the Utilities: Yes			

UTILITY AGREEMENT NO. 002

COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("LOCAL AGENCY"), proposes to REPLACE THE BRIDGE ON MARSH DRIVE (BRIDGE NO. 28C-0442) OVER WALNUT CREEK APPROXIMATELY 0.2 MILES WEST OF SOLANO WAY WITHIN BOTH THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY AND CITY OF CONCORD, in CONTRA COSTA COUNTY, CALIFORNIA.

And: **CONTRA COSTA WATER DISTRICT**, a **County Water District**, ("OWNER"), owns and maintains water service lines, fire service lines, water meters, hydrants, appurtenant valves and valve boxes, manholes ("WATER FACILITIES"); within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 002, dated 11/10/2020, OWNER shall perform the following activities: design engineering for the preparation of plans and specifications, inspection, water quality testing, attend meetings, review submittals, and provide project management. All work shall be performed substantially in accordance with OWNER's Project No. 120602, Plan No. D-16146 to D-16148, dated 10/21/20, consisting of 3 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 255 Glacier Drive, Martinez, CA 94553.

Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to/ acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

It is mutually agreed that LOCAL AGENCY shall: relocate OWNER's existing 8" PVC water service line, relocate a hydrant, and relocate two appurtenant valves and valve boxes located within OWNER's easement at 5000 Marsh Drive, Concord, CA 94520 ("WORK SCOPE A"); relocate OWNER's two manholes, relocate a hydrant, and relocate 5 valves and valve boxes within the Public Road Right-of-Way on Marsh Drive ("WORK SCOPE B"); and relocate a 4" PVC water service line, a 2" copper water service line, a water meter, and a fire service line on private property located at 5000 Marsh Drive, Concord, CA 94520 ("WORK SCOPE C") as shown on OWNER's Project No. 120602, Plan Nos. D-16146 to D-16148, dated 3/19/20, consisting of 3 sheets, which plans are included in LOCAL AGENCY's Contract Plans as part of the LOCAL AGENCY's highway construction contract. OWNER shall have access to all phases of the work to be performed by the LOCAL AGENCY for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract. Upon completion of the work performed by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

LOCAL AGENCY will obtain environmental compliance and regulatory permits necessary for the LOCAL AGENCY's highway construction contract.

OWNER will lead (and the LOCAL AGENCY shall support) coordination with OWNER's water customers for potential impacts during design and construction. LOCAL AGENCY shall include language in the LOCAL AGENCY's highway construction contract requiring the contractor to maintain water service at all times. The LOCAL AGENCY is to maintain continuous emergency response capability for repairing damage to the existing water facilities within four (4) hours of becoming aware of or being notified of damage, and is to repair such damage and shall notify OWNER of such emergency. The costs of these conditions will be included in the WATER FACILITIES bid items.

II. LIABILITY FOR WORK

A. WORK SCOPE A:

Existing facilities are located in their present position pursuant to rights superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense.

B. WORK SCOPE B:

The existing facilities are located within the LOCAL AGENCY's right of way under permit and will be relocated at OWNER's expense under the provisions of Sections (673) and (680) of the Streets and Highways Code.

C. WORK SCOPE C:

The facilities are services installed and maintained on private property required for highway purposes and will be relocated at LOCAL AGENCY's expense.

The estimated cost for WORK SCOPES A and C is as follows:

Estimated cost of WORK SCOPE A performed by Project Contractor	\$60,000
Estimated cost of WORK SCOPE C performed by Project Contractor	\$25,000
OWNER'S design costs	\$20,500
OWNER'S Inspection/Construction Management Costs	\$43,500
Estimated parcel acquisition cost by Project	\$2,700
TOTAL ESTIMATED COSTS FOR WORK	\$151,700
OWNER'S TOTAL ESTIMATED LIABILITY (0%)	\$0
LOCAL AGENCY'S TOTAL ESTIMATED LIABILITY (100%)	\$151,700

The estimated cost for WORK SCOPE B is as follows:

Estimated WORK SCOPE B performed by Project Contractor	\$50,000
LOCAL AGENCY's design costs	\$2,500
LOCAL AGENCY's Inspection/Construction Management Costs	\$2,500
TOTAL ESTIMATED COSTS FOR WORK	\$55,000
OWNER'S Total Estimated Liability (100%)	\$55,000
LOCAL AGENCY'S Total estimated liability (0%)	\$0

The LOCAL AGENCY's highway contractor is performing the relocation for WORK SCOPE B which is 100% OWNER liability. The estimated cost of WORK SCOPE B is \$50,000. If the amount of the LOCAL AGENCY's Contractor's bid exceeds the \$50,000 estimate, the OWNER may, at its sole discretion, elect to remove WORK SCOPE B from the LOCAL AGENCY's highway construction contract at no cost to the OWNER and shall notify the LOCAL AGENCY of such election in writing within seven (7) calendar days of receiving bid results from the LOCAL AGENCY. The LOCAL AGENCY then agrees to provide the OWNER a four (4) week access period to the LOCAL AGENCY's highway construction contract site after Stage 2 traffic handling work is done for the OWNER to complete WORK SCOPE B relocation. If the OWNER is unable to meet the four-week time frame allotted to complete the relocation for WORK SCOPE B, a Contract Change Order will be processed to increase the time and the OWNER will be sent a bill for any delay costs.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

OWNER agrees to perform the herein described work, excepting that work being performed by the LOCAL AGENCY'S highway contractor, with its own forces and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

The LOCAL AGENCY, in its sole discretion, shall conduct a joint final inspection of completed relocation work with OWNER. If WORK SCOPES A, B, AND C are not accepted by OWNER, the OWNER will notify the LOCAL AGENCY. If the OWNER approves and accepts the final relocation of WORK SCOPES A, B, AND C, the OWNER shall provide their acceptance and approval through OWNER's Construction Administrator within ten (10) business days after the joint final inspection and OWNER shall not unreasonably withhold or delay its determination of WORK SCOPES A, B, AND C as satisfactory. If the WORK SCOPES are not accepted or approved within the allotted timeframe of ten (10) business days, work will be deemed approved by OWNER.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

Engineering services for preparation of plans, specifications, estimates, supervision, inspection, testing, attend meetings, review submittals, and project management are to be furnished by the OWNER and approved by the LOCAL AGENCY. Cost principles for determining the reasonableness and allowability of OWNER's costs shall be determined in accordance with 48 CFR, Chapter 1, Subpart E, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

LOCAL AGENCY shall provide final as-built set of plans to OWNER's CAD standards and specifications with a new stamp by the Engineer of Record at completion of construction prior to and as a condition of acceptance by OWNER. LOCAL AGENCY shall provide OWNER with both a pdf and a CAD file of the final as-built set of plans.

IV. PAYMENT FOR WORK

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission (PUC), Federal Energy Regulatory Commission (FERC) or Federal Communications Commission (FCC), whichever is applicable.

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for all accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by LOCAL AGENCY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by LOCAL AGENCY and/or Federal Auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse LOCAL AGENCY upon receipt of LOCAL AGENCY billing. If OWNER is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY's bill; compiled on the basis of the actual bid price of said contract. The estimated cost of WORK SCOPE B to OWNER for the work being performed by the LOCAL AGENCY's highway contractor is \$50,000.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to

reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 4/22/19 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

LOCAL AGENCY will acquire new rights of way in the name of either the LOCAL AGENCY or OWNER through negotiation or condemnation and when acquired in LOCAL AGENCY's name, shall convey same to OWNER by Easement Deed. LOCAL AGENCY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

It is understood that said highway is a federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department’s guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER’s performance of the Work hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, “Guidance”) issued by LOCAL AGENCY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER’s actions are in compliance with the Guidance.

Except for warranty work under the one (1)-year warranty to be provided by LOCAL AGENCY’s contractor, OWNER will become responsible for operation and maintenance of the WATER FACILITIES upon its acceptance thereof.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

CONTRA COSTA COUNTY

CONTRA COSTA WATER DISTRICT

By _____
Brian M. Balbas
Public Works Director

By _____
Stephen J. Welch
General Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
Sharon Anderson
County Counsel

By _____
Douglas E. Coty
District Counsel

Date: _____

Date: _____



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: Utility Agreement with PG&E for the Marsh Drive Bridge (#28C442) Replacement Project, Concord area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute, on behalf of the County, a Utility Agreement with Pacific Gas and Electric Company (PG&E), effective November 10, 2020, to require PG&E to pay approximately \$113,040, in connection with the utility relocation for the Marsh Drive Bridge (#28C442) Replacement Project (Project), Concord area. County Project No. 0662-6R4119 / Federal Project No. BRLS 5928(128) [District IV & V]

FISCAL IMPACT:

The estimated cost for the work associated with this agreement is \$113,040. All costs associated with this work will be paid for by PG&E.

BACKGROUND:

The Project proposes to replace the bridge on Marsh Drive (Bridge No. 28C442) over the Walnut Creek Channel in both the unincorporated area of Contra Costa County (County) and the City of Concord. PG&E owns and maintains electrical facilities within the limits of the Project. In order to construct the Project, existing PG&E facilities need to be relocated. This requires relocation of existing electrical facilities within both the public road right-of-way and an adjacent PG&E-owned easement. This agreement

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Neil Leary,
925-313-2278

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

addresses the utility work in the public road right-of-way. A separate service agreement will be developed to address the utility relocations associated with the adjacent PG&E-owned easement. PG&E will be 100% liable for the relocation costs within the public road right-of-way. The purpose of this agreement is to provide for the apportionment of duties and costs between the County and PG&E.

The work includes relocation of underground distribution electric power facilities in conduits and vaults in Marsh Drive, including distribution electric power facilities in conduits attached to the existing bridge.

The work will be done by both the County's contractor and PG&E forces.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, construction of the Project will be halted, as the bridge cannot be replaced as proposed without relocation of PG&E's facilities and the federal funds will be lost.

ATTACHMENTS

Agreement

Exhibit 14-F Utility Agreement

UTILITY AGREEMENT

Contra Costa County, Public Works Department

County	Route	P.M.	Project #
Contra Costa	Marsh Drive	N/A	16000343L-N
Fed. Aid. No. BRLS-5928(128)			
Owner's File PM 3513599			
FEDERAL PARTICIPATION: On the Project : Yes			
On the Utilities: Yes			

UTILITY AGREEMENT NO. 003

COUNTY OF CONTRA COSTA, a political subdivision of the State of California, hereinafter called "LOCAL AGENCY" proposes to REPLACE THE BRIDGE ON MARSH DRIVE (BRIDGE NO. 28C-0442) OVER WALNUT CREEK APPROXIMATELY 0.2 MILES WEST OF SOLANO WAY WITHIN BOTH THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY AND CITY OF CONCORD, in CONTRA COSTA COUNTY, CALIFORNIA

And: **PACIFIC GAS AND ELECTRIC COMPANY,
A CALIFORNIA CORPORATION**

hereinafter called "OWNER," owns and maintains **ELECTRICAL** facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 003 dated 11/10/2020, OWNER shall RELOCATE OWNER's ELECTRICAL UNDERGROUND DISTRIBUTION FACILITIES WITHIN PUBLIC ROAD RIGHT OF WAY, as shown on OWNER's Plan No. PM 3513599 for the Marsh Drive Bridge Project, dated 10/29/2020, consisting of 1 sheet, a copy of which is on file in the Office of the LOCAL AGENCY at 255 Glacier Drive, Martinez, CA 94553.

Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to/ acknowledged by the OWNER, will constitute an approved revision of

the OWNER’s plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

It is mutually agreed that the LOCAL AGENCY will include the work of:

1. PLACEMENT OF NEW 4” CONDUIT AND TWO 6” CONDUITS ON THE BRIDGE INCLUDING BRACKETS, PIPE STRAPS, ANCHOR BOLTS AND SEISMIC FITTINGS

as part of the LOCAL AGENCY's highway construction contract. OWNER shall have access to all phases of the work to be performed by the LOCAL AGENCY for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract. Upon completion of the work performed by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities, except to the extent Water Code Sections 7034 and 7035 require another party to be responsible for ownership or maintenance of the constructed facilities.

II. LIABILITY FOR WORK

The existing facilities are located in their present position pursuant to rights under franchise and will be relocated at OWNER’s expense under the provisions of Section 1463 of the Streets and Highways Code.

Total Estimated cost of work performed by LOCAL AGENCY	\$113,040
OWNER’S TOTAL ESTIMATED LIABILITY (100%)	\$113,040
LOCAL AGENCY’S TOTAL ESTIMATED LIABILITY (0%)	\$0

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein-described work, except that work being performed by the LOCAL AGENCY’s highway contractor, with its own forces and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal “per diem” expenses will not be allowed without prior written authorization by LOCAL AGENCY’s representative. Requests for such authorization must be contained in OWNER’s estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway

Construction Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

IV. PAYMENT FOR WORK

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission (PUC), Federal Energy Regulatory Commission (FERC) or Federal Communications Commission (FCC), whichever is applicable.

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for all accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by LOCAL AGENCY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by LOCAL AGENCY and/or Federal Auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY's bill; compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the LOCAL AGENCY's highway contractor is \$113,040.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 9/11/2019 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work to be performed by OWNER described herein. It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the Work hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by LOCAL AGENCY and its representatives concerning the Buy

America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER’s actions are in compliance with the Guidance.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

CONTRA COSTA COUNTY

PACIFIC GAS AND ELECTRIC

By: _____

Brian M. Balbas
Public Works Director

By: _____

Name
Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By _____

Sharon Anderson
County Counsel

Date: _____

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: Accepting completion of public improvements for minor subdivision MS15-00002, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/285 accepting completion of improvements for minor subdivision MS15-00002 for a project developed by Alamo Glen, LLC, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

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.

CONSEQUENCE OF NEGATIVE ACTION:

The completion of improvements will not be accepted.

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

Action of Board On: **11/10/2020** 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: November 10, 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, Chris Lau - Maintenance, Renee Hutchins - Records, Karen Piona- Record, Michael Mann- Finance, Chris Hallford -Mapping , Michelle Mancuso- Watershed Program, Flood Control, Sherri Reed, Sheriff - Patrol Division Commander, CHP, Alamo Glen, LLC, T-08/19/2021

ATTACHMENTS

Resolution No.
2020/285

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 11/10/2020 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:

Resolution No. 2020/285

IN THE MATTER OF accepting completion of improvements for minor subdivision MS15-00002 for a project developed by Alamo Glen, LLC, as recommended by the Public Works Director, Alamo area. (District II)

WHEREAS, the Public Works Director has notified this Board that the improvements in minor subdivision MS15-00002 have been completed as provided in the Subdivision Agreement with Alamo Glen, LLC, heretofore approved by this Board in conjunction with the filing of the Parcel Map.

WHEREAS, these improvements are located along Royal Oaks Drive near Meadow Grove Court.

NOW, THEREFORE, BE IT RESOLVED that the improvements have been COMPLETED as of November 10, 2020, thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: March 17, 2018

CASH DEPOSIT SUBMITTED BY: Alamo Glen, LLC

BE IT FURTHER RESOLVED the cash deposit (labor and materials) for \$101,000.00 (Auditor's Deposit Permit No. 7562220, dated February 22, 2018) made by Alamo Glen, LLC, be RETAINED for the six month lien guarantee period until May 10, 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 the widening of Royal Oaks Drive is ACCEPTED and DECLARED to be a COUNTY road, as shown and dedicated for public use on the Parcel Map of minor subdivision MS15-00002 filed April 10, 2018, in Book 213 of Parcel Maps at Page 42, and on the Final Map of subdivision SD87-07062 filed December 28, 1988, in Book 329 of Maps at Page 5, Official Records of Contra Costa County, State of California.

Road Name: Royal Oaks Drive

Length (miles): 0.07

Road/ROW Width: 32/46

Road Number: 4437AG

System: MU

BE IT FURTHER RESOLVED that the beginning of the warranty period is hereby established, and the \$30,300.00 performance/maintenance cash deposit (Auditor's Deposit Permit No. 7562220, dated February 22, 2018) made by Alamo Glen, LLC, be RETAINED pursuant to the requirements of Section 94-4.406 of the Ordinance Code until released by this Board.

Contact: Randolph Sanders (925)313-2111

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

ATTESTED: November 10, 2020

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Chris Lau - Maintenance, Renee Hutchins - Records, Karen Piona- Record, Michael Mann- Finance, Chris Hallford -Mapping , Michelle Mancuso- Watershed Program, Flood Control, Sherri Reed, Sheriff - Patrol Division Commander, CHP, Alamo Glen, LLC, T-08/19/2021



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: REJECT all bids received for the Fox Creek Park Project, Walnut Creek area

RECOMMENDATION(S):

REJECT all bids received on September 23, 2020 for the Fox Creek Park Project, and,

ORDER any bid bonds posted by the bidders to be exonerated and any checks or cash submitted for bid security shall be returned.

FISCAL IMPACT:

Park Dedication Funds originally allocated to this project may be available for the Walden Green Landscape Improvement project.

BACKGROUND:

The park is located at the corner of Anthony Way and Las Juntas Way in unincorporated Walnut Creek. The original park improvements were constructed by Contra Costa County in 1994. The park property is rented from BART by the County, and maintenance of the park is conducted by Contra Costa Centre's landscape maintenance contractor. Special Districts staff has met with representatives of Contra Costa Centre and BART to obtain input and concurrence on the proposed project, which would involve renovation of existing park landscaping. Staff has also conducted

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Carl Roner, (925)
313-2213

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

By: , Deputy

cc: Warren Lai - Deputy, Slava Gospodchikov - Engineering Services, Lea Bristol, District IV, Diana Oyler - Finance, Carl Roner- Special Districts, Rochelle Johnson - Special Districts, Adele Ho - Special Districts.

BACKGROUND: (CONT'D)

tabling at the site to gather comments from local residents and park users; all comments received were favorable.

The purpose of this project is to enhance Fox Creek Park by replacing some of the landscaping with more sustainable landscaping, and increasing Americans with Disabilities Act (ADA) accessibility. The project consists of removing non-native and failing vegetation, and installing more sustainable landscape that will require less maintenance and water. Features that are inconsistent with ADA accessibility – including railings and park furniture – will be replaced; enhancements such as repainting seat walls and replacing the park identification sign will be made; and, deteriorating entry steps will be replaced.

Following project CEQA approval by the Board of Supervisors in January 2020, approximately 20 trees that had either reached the end of their life spans, were not thriving, or were negatively impacting desirable species, were removed and trimmed as a maintenance activity, per the recommendations of the arborist's report and the approved CEQA document. The planned landscape improvements build on this prior maintenance work to create a more attractive and safe park environment.

Plans and specifications for the project have been prepared for the Public Works Department by Stantec Architecture, Inc., and filed with the Clerk of the Board by the Public Works Director. The construction cost estimate is \$257,323. General prevailing wage rates to be used in the contract are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on this project. Bids were received and opened by the Public Works Department on September 23, 2020. The bid results, along with Good Faith Effort (GFE) Outreach and Mandatory Subcontracting Minimum (MSM) scores are provided in the attached table. Note that some bids were rendered non-responsive due to failure to submit, or low scoring, GFE packets.

The lowest responsible bid was more than \$100,000 over the designer's estimate. There is not sufficient funding to cover the cost of construction and the necessary construction and project management, and to allow for a reasonable contingency; an estimated additional \$200,000 would be needed to cover full project costs.

Staff recommends that the project be "shelved" until such time that additional funding becomes available, and that the funds allocated to this project be reallocated to the Walden Green 1 & 2 Landscape Improvement Project, which is critical from an ongoing maintenance cost perspective and also needs additional funding. The reallocated funding will allow the Walden project to proceed, realizing significant irrigation and maintenance cost reductions for LL-2 Zone 7.

CONSEQUENCE OF NEGATIVE ACTION:

Due to a lack of adequate funding, the project cannot proceed, and thus there is not an option for negative action.

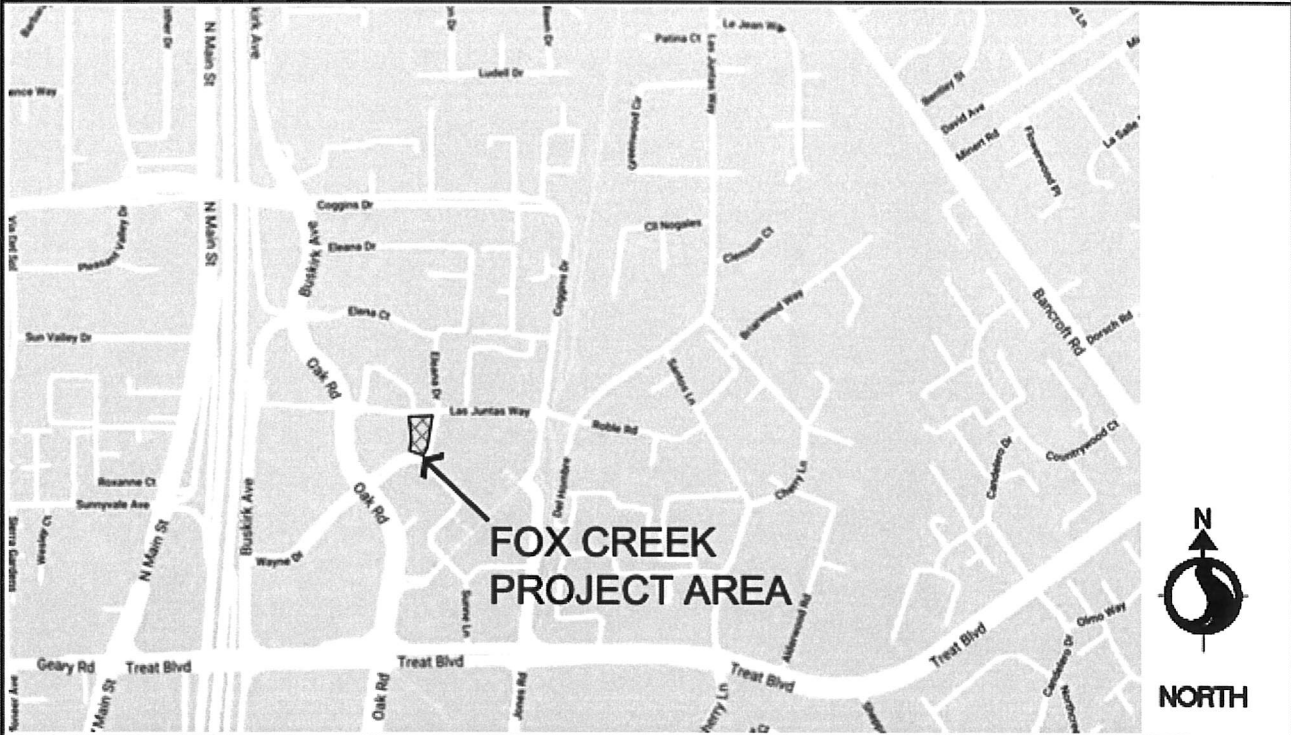
ATTACHMENTS

Map- Fox Creek Project Area

Fox Creek Project Bid Results

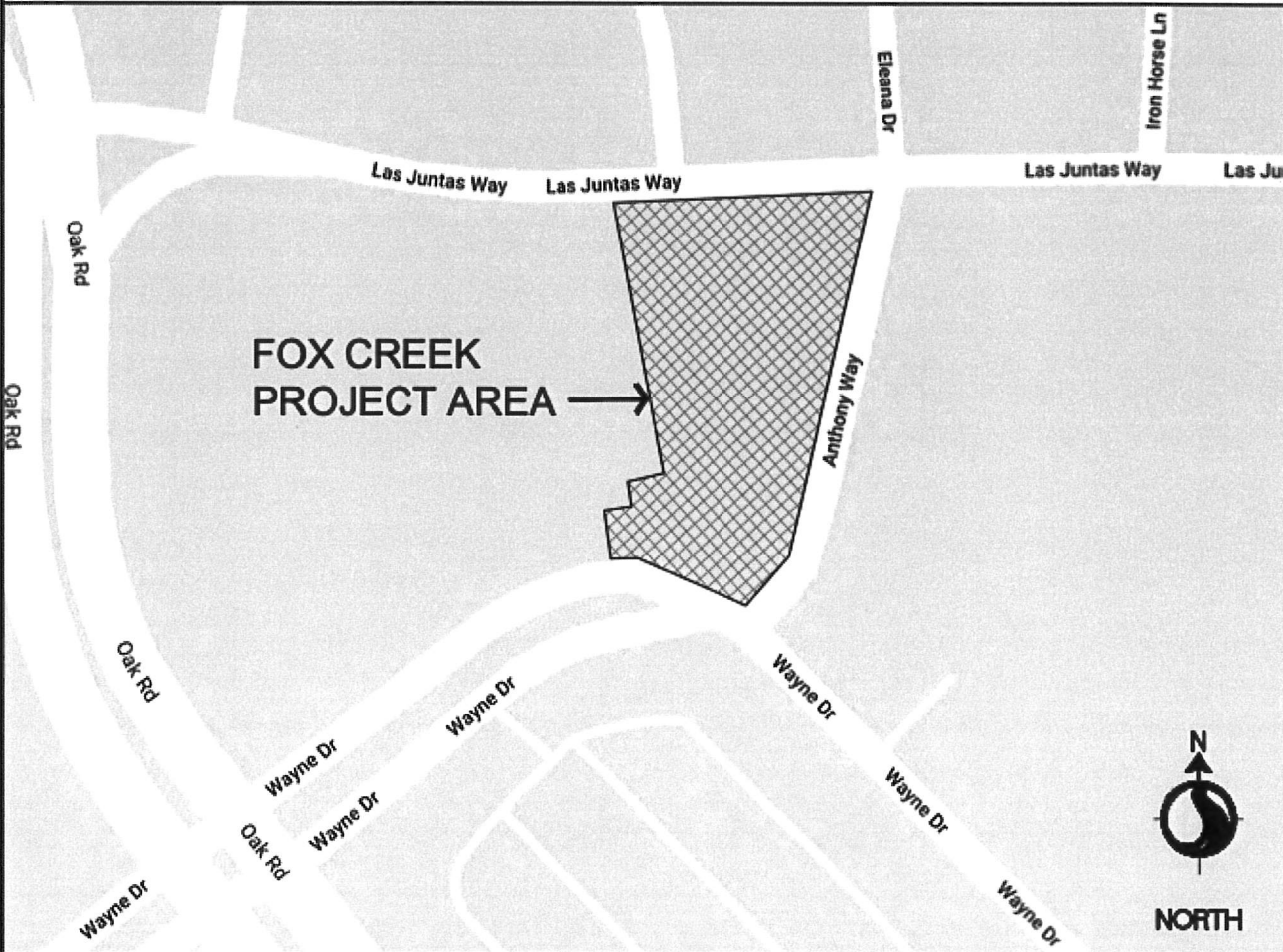
VICINITY MAP

NOT TO SCALE



PROJECT LOCATION

NOT TO SCALE



LOCATION MAP

Fox Creek Park Project
Bids Received September 23, 2020

Contractor	Base Bid, \$	GFE Score (75 required)	MSM, % (19% required)	Determination
Bortolussi & Watkin	\$337,704	No GFE packet submitted		Non-responsive
Bay Construction	\$362,000	93	24%	
Joe's Landscaping	\$395,162	42	40%	Non-responsive
Los Loza Landscaping	\$414,800	No GFE packet submitted		Non-responsive
Marina Landscape	\$422,500	94	31%	



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: AWARD construction contract for Walden Green Improvement Project, Walnut Creek area.

RECOMMENDATION(S):

APPROVE the design, plans, and specifications, for the Walden Green Improvement Project.

DETERMINE that NBC Construction & Engineering, Inc., (NBC), 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 NBC submitted the lowest responsive and responsible bid for this project.

AWARD the construction contract for the above project to NBC in the listed amount of \$537,288 and DIRECT the Public Works Director, or designee, to prepare the contract.

DIRECT that NBC shall submit two (2) good and sufficient security bonds (performance and payment bonds) in the amount of \$537,288 each.

ORDER that, after the contractor has signed the contract and returned it – together with the bonds, evidence of insurance, and 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.

ORDER that, in accordance with the project specifications and upon signature of the contract by the Public Works Director,

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Carl Roner (925)
313-2213

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

By: , Deputy

RECOMMENDATION(S): (CONTD)

or designee, any bid bonds posted by the bidders are exonerated and any checks or cash submitted for bid security shall be returned.

AUTHORIZE the Public Works Director, or designee, 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.

AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

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.

FISCAL IMPACT:

100% Park Dedication Funds.

BACKGROUND:

Walden Green 1 and 2 are located along the Iron Horse Corridor, between Treat Boulevard and Mayhew Way, in unincorporated Walnut Creek (see attached location map). The property is owned and maintained by the County as the successor to the County Redevelopment Agency. The property comprises the Iron Horse Trail (a paved path and a parallel unpaved path) and associated landscaping. The original corridor improvements were constructed in 2002-2013.

With the dissolution of redevelopment agencies statewide there is currently little to no funding for maintenance. Maintenance of Walden 1 is conducted by Contra Costa Centre's landscape maintenance contractor using limited funding provided by the County. There is no available funding for maintenance of Walden 2; limited trash can servicing is provided by the Walden 1 contractor. Special Districts staff has met with representatives of Contra Costa Centre to obtain input and concurrence on the proposed project, which will involve renovation of existing landscaping to attain a more sustainable and maintenance-reduced landscape. Staff has also presented the project to the Iron Horse Corridor Management Committee and conducted interviews of trail users at the site to gather comments and input; the proposed improvements incorporate these inputs; all comments received were favorable.

The project will replace high water use turf areas within Walden 1 with landscaping requiring less water, and with decomposed granite in picnic and seating areas. One existing turf area within Walden 1, the crescent along Coggins Drive north of Las Juntas Way used regularly as a play area by dog owners, will remain. Within Walden 2, the currently non-irrigated weedy meadow area between the paved and unpaved trails will be replaced with a variety of mulch and stone hardscape, and drought tolerant plantings will be installed as well. Existing vegetation to remain will be trimmed and newly mulched. The existing irrigation systems will be renovated to cap systems no longer needed and to provide irrigation via a water-saving drip system. These improvements are estimated to save over 1 million gallons of water annually.

Additional seating areas, trash cans and recycling cans may be included, as funding allows. This will be evaluated once bids have been received.

Following project CEQA approval by the Board of Supervisors in January 2020, trees that were

potentially hazardous, were not thriving, or were negatively impacting desirable species, were removed and trimmed as a maintenance activity, per the recommendations of the arborist’s report and the approved CEQA document. The planned landscape improvements build on this prior maintenance work to create a more attractive and safe trail environment.

Plans and specifications for the project have been prepared for the Public Works Department by Stantec Architecture, Inc. The construction cost estimate is \$577,782. General prevailing wage rates to be used in the contract are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on this project. Bids were received and opened by the Public Works Department on September 24, 2020, and the bid results are as follows:

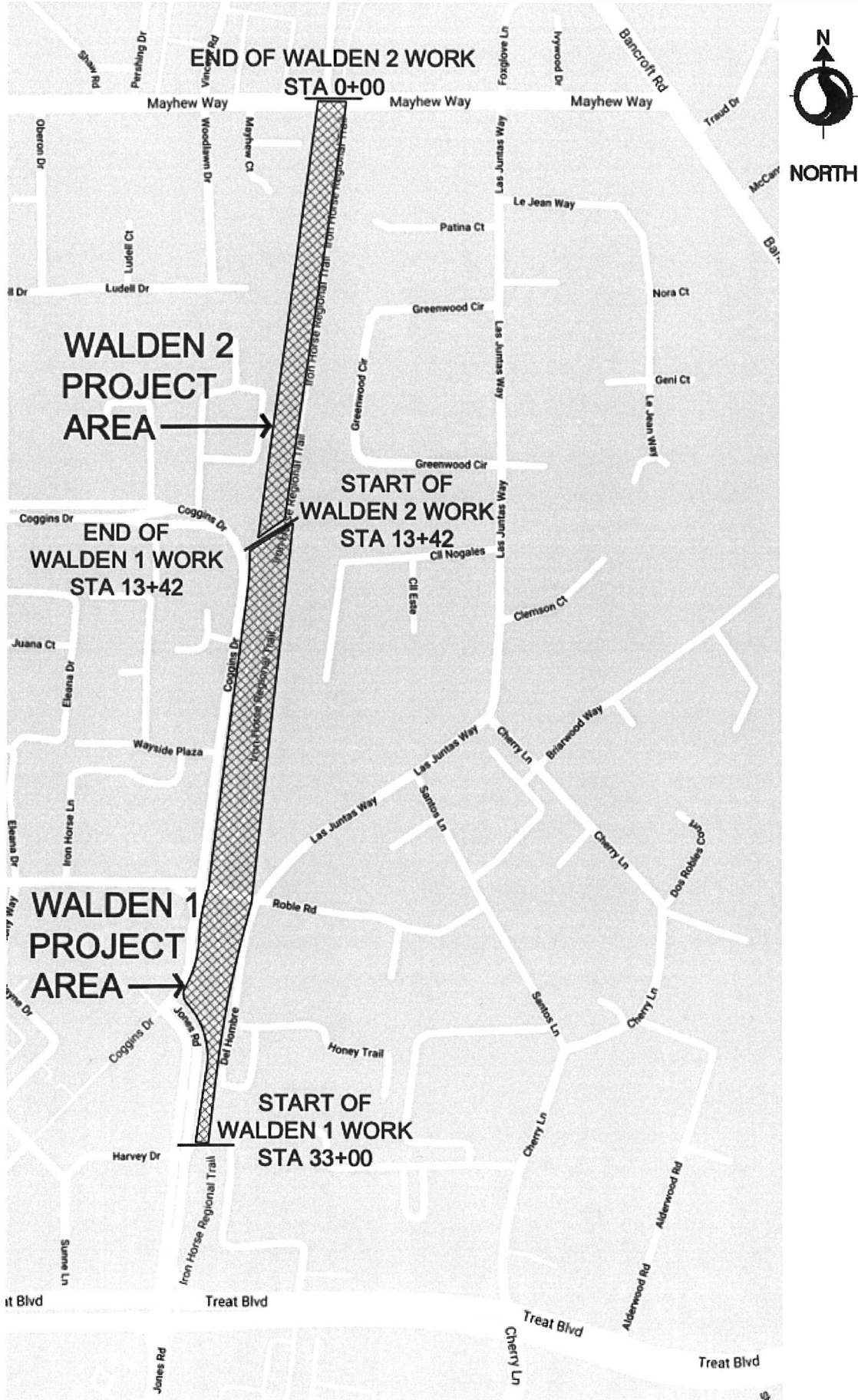
<u>Contractor/bidder</u>	<u>Total Base Bid, \$</u>	<u>GFE</u>	<u>MSM</u>	<u>Determination</u>
NBC Construction & Engineering, Inc.	\$537,288.00	90	11%	Responsive
Marina Landscape, Inc.	\$583,500.00	94	6%	Non-Responsive
Bortolussi & Watkin, Inc	\$649,909.00	91	7%	Responsive
Joe's Landscaping and Concrete	(invalid bid proposal)			Non-Responsive

CONSEQUENCE OF NEGATIVE ACTION:

If the contract is not awarded, the improvements will not be constructed.

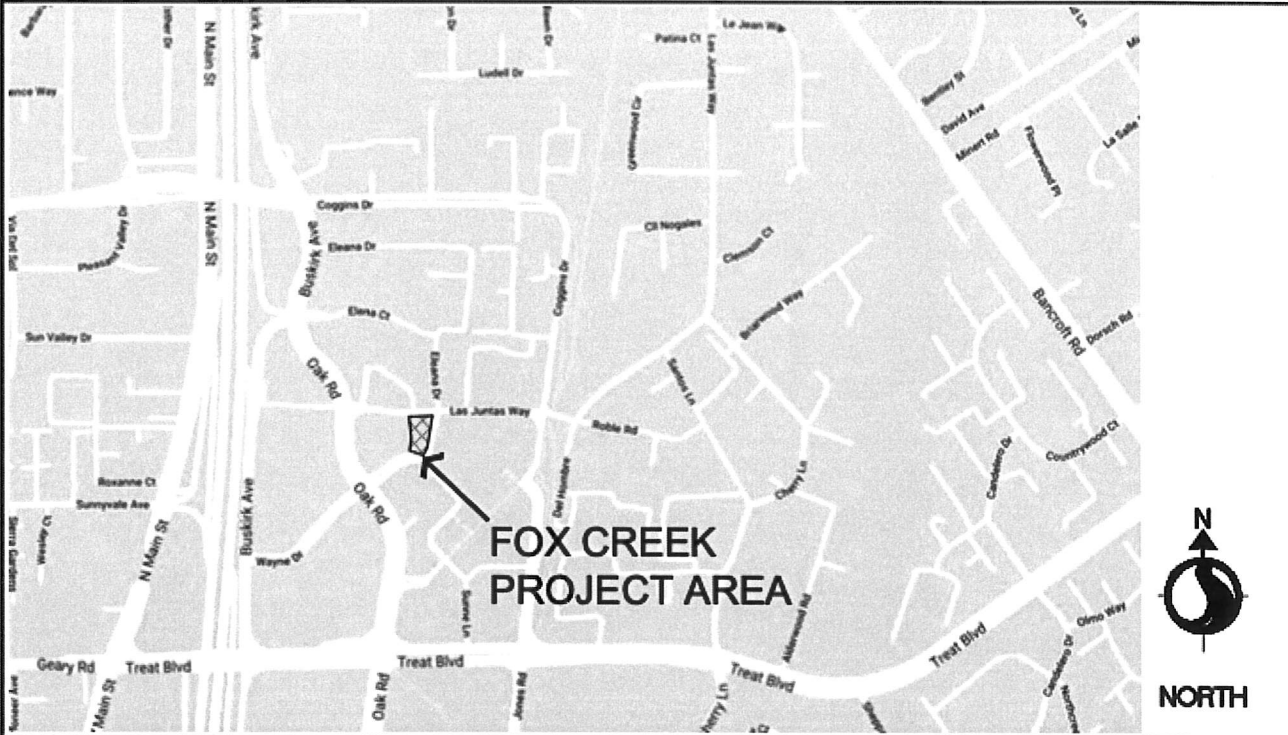
ATTACHMENTS

Map-Walden Green 1 & 2 Improvement Project



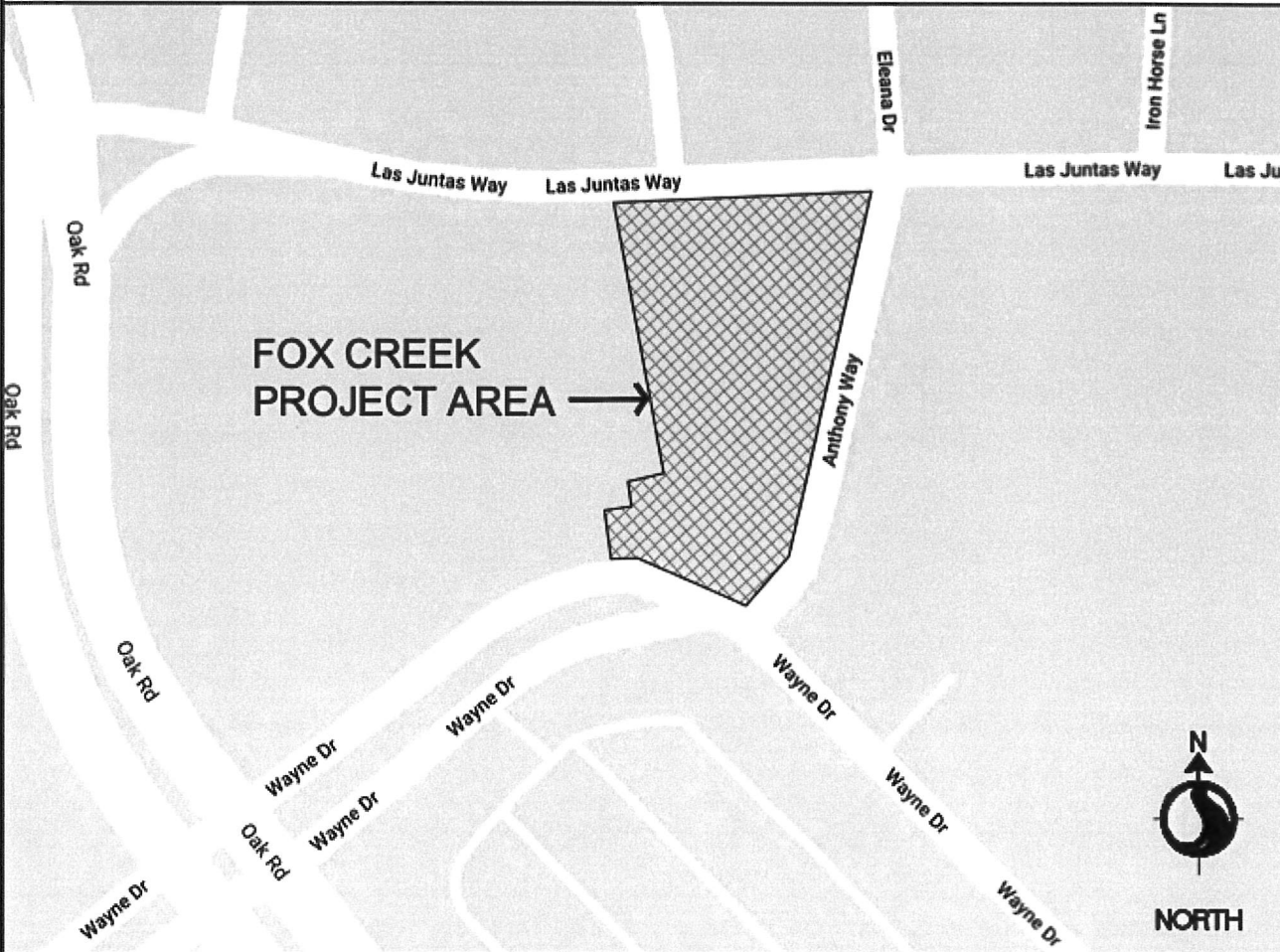
VICINITY MAP

NOT TO SCALE



PROJECT LOCATION

NOT TO SCALE



LOCATION MAP



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: November 10, 2020

Subject: Second Amendment to Lease for Byron Airport Hangar Owners Association, 760 Osprey Court, Byron Airport

RECOMMENDATION(S):

APPROVE and **AUTHORIZE** the Director of Airports, or designee, to execute, on behalf of the County, a second amendment to lease that modifies the ground lease between the County and Byron Airport Hangar Owners Association for property located at 760 Osprey Court, Byron, to establish ground rent through August 2029, modify the timing of the transaction fee payment obligation, and create a community service obligation.

FISCAL IMPACT:

There is no impact on the County General Fund. If the lease is amended, the Airport Enterprise Fund will continue to receive ground rent, a percentage of all gross receipts, and, if applicable, fuel flowage fees. In addition, the General Fund will continue to receive property, sales and possessory interest tax revenue from the lease.

BACKGROUND:

On August 10, 2010, the County and Byron Airport Hangar Owners Association entered into the Amended and Restated Lease,

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 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)

under which the Byron Airport Hangar Owners Association is leasing approximately two acres at Byron Airport for the purpose of constructing and operating executive hangars.

Under the terms of the Lease, ground rent is periodically revalued based on fair market rental value of the Premises. Under this second amendment, ground rent will be fixed through August 31, 2029. In addition, Tenant is agreeing to provide extensive community service through September 1, 2029, to youth organizations throughout the County in support of careers in the aviation and aerospace industries and the study of science, technology, engineering and math (STEM). Finally, the amendment defers until September 1, 2025, the Tenant's obligation to pay the \$3,500 transaction fee due for this second amendment.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the Second Amendment to the Lease which will make it financially difficult for Byron Airport Hangar Owners Association to provide the extensive community services to County youth during the next nine years.

ATTACHMENTS

2nd Amend to Amend Restated Lease

**SECOND AMENDMENT TO
AMENDED AND RESTATED LEASE**

This second amendment ("**Second Amendment**") is dated as of September 1, 2020, and is between the County of Contra Costa, a political subdivision of the State of California ("**Lessor**"), and Byron Airport Hangar Owners Association, a California non-profit mutual benefit corporation ("**Tenant**").

Recitals

A. Lessor and Tenant are parties to an amended and restated lease agreement dated August 10, 2010, as amended on June 26, 2012, under which Tenant is leasing approximately 2.0 acres of land located at Byron Airport (the "**Lease**"). In accordance with Section 26.B of the Lease, Byron Jet Center, LLC assigned its rights and obligations under the Lease to Byron Airport Hangar Owners Association, pursuant to an Assignment and Assumption of Lease Agreement dated September 1, 2020

B. Under the terms of the Lease, the Ground Rent is subject to adjustment at various points throughout the Term. Lessor and Tenant desire to amend the Lease to establish the Ground Rent for the period beginning September 1, 2020, and ending August 31, 2029. Lessor and Tenant also desire to formalize the aviation-related community service activities Tenant is committed to providing in Contra Costa County.

The parties therefore agree to amend the Lease as follows:

Agreement

1. All capitalized terms not otherwise defined in this Second Amendment have the meaning ascribed to them in the Lease.
2. Section 4.Rent is deleted in its entirety and replaced with the following:
 4. **RENT**: Tenant shall pay Construction Period Rent and Ground Rent, each as defined below (together "**Periodic Rent**"), to Lessor without offset or demand on or before the first day of each month. Periodic Rent for any partial month will be prorated at the rate of 1/30th of the applicable rent per day.

A. Construction Period Rent

Tenant shall pay Five Hundred and 00/100 Dollars (\$500.00) per month during the Construction Period, as defined below (the "**Construction Period Rent**"). The "**Construction Period**" is that period of time that begins on November 27, 2007 and ends on the earlier to occur of (i) August 31, 2012, and (ii) the last day of the month following Substantial Completion, as

defined below.

The term "**Substantial Completion**" means the date that the Site Improvements, as defined in Section 7, Improvements, pass final inspection by the Contra Costa County Department of Conservation and Development.

B. Ground Rent

- (i) Start and End Dates. Tenant shall pay ground rent, as adjusted pursuant to this Agreement ("**Ground Rent**"), from the first day of the month following the end of the Construction Period (the "**Ground Rent Commencement Date**") until the expiration or earlier termination of this Lease.
- (ii) Initial Rent. For the period beginning on the Ground Rent Commencement Date and ending August 31, 2013 (the "**Initial Ground Rent Period**"), Ground Rent is equal to One Thousand Twenty and 84/100 Dollars (\$1,020.84) per month.
- (iii) CPI Increases. For each year subsequent to the Initial Ground Rent Period, except for (i) the nine-year period that begins September 1, 2020 (the "**Fixed Rent Period**"), and (ii) the one-year periods that begin September 1, 2030 and September 1, 2040, Ground Rent will increase or remain unchanged from the preceding year, based on the CPI Factor, as defined in subsection C. In any one year, any adjustment to Ground Rent based on the CPI Factor may not be by more than six percent (6%) of Ground Rent then in effect.
- (iv) Fixed Rent Period. For the Fixed Rent Period, Ground Rent is equal to the following amounts:

<u>Period</u>	<u>Monthly Ground Rent</u>
September 1, 2020 – August 31, 2021	\$1,198
September 1, 2021 -- August 31, 2022	\$1,416
September 1, 2022 -- August 31, 2023	\$1,634
September 1, 2023 -- August 31, 2024	\$1,851
September 1, 2024 -- August 31, 2025	\$2,178
September 1, 2025 -- August 31, 2026	\$2,505
September 1, 2026 -- August 31, 2027	\$2,723
September 1, 2027 -- August 31, 2028	\$2,940
September 1, 2028 -- August 31, 2029	\$3,049

- (v) Periodic Revaluation. Ground Rent for the one-year periods that begin September 1, 2030, and September 1, 2040, and, if Tenant

exercises its option to renew the Lease for the Renewal Term, September 1, 2050 (each such date, a "**Revaluation Date**"), will be adjusted in accordance with the revaluation process described in subsection D.

- (vi) No Decrease in Ground Rent. In no event will the Ground Rent for any year be less than the Ground Rent in effect for the immediately preceding year. In the event there is a decrease in the CPI or in the fair market rental value of the Premises, Ground Rent for the year in question will be the same as the Ground Rent for the preceding year.

C. Consumer Price Index Rent Adjustment

The "**CPI Factor**" means the percentage by which the "Index," as defined below, for the most recent one-year period ending June 30 has increased over the Index in effect for the immediately preceding one-year period, calculated to the nearest one-tenth of one percent. The term "**Index**" means the Consumer Price Index, all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area (1982-84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor or a substitute index published as a replacement for that index by said Department or by any other United States governmental agency.

Lessor will notify Tenant of any increase in Ground Rent when Lessor completes the calculation of increased rent. If such notice is given after the effective date of the increase, Tenant shall pay any increased rent retroactively to the effective date of the increase; provided, however, in no event will Tenant be required to pay the increased rent retroactively for a period greater than six (6) months.

- D. Revaluation of Ground Rent. The revaluation of Ground Rent will be based on the fair market rental value of the Premises without any improvements, using the Revaluation Process, defined below. Lessor shall initiate the Revaluation Process prior to each Revaluation Date. Ground Rent established through the Revaluation Process is subject to adjustment for changes in the CPI Factor in accordance with Section 4.C., other than in those years that begin on a Revaluation Date.

- (1) Conditions of Revaluation. The revaluation of Ground Rent, including any appraisals prepared as part of the Revaluation Process, will be conducted as follows:

- a) All negotiations and actions taken by Lessor and Tenant under this Section will be undertaken and conducted by the parties in

good faith.

- b) If the Revaluation Process is not concluded by the Revaluation Date, the Ground Rent determined by the Revaluation Process described herein will be retroactive to the Revaluation Date to which the Revaluation Process applies. Tenant shall make any retroactive payments of Ground Rent no later than thirty (30) days following the completion of the Revaluation Process.
 - c) Except as otherwise provided herein, no waiver by Lessor of any of the provisions of this Section will be deemed to have been made by Lessor, unless made expressly in writing by the Director of Airports and no waiver by Tenant will be deemed to have been made unless made expressly in writing by the duly authorized agent of Tenant.
 - d) All time periods specified in this Section will be counted in calendar days.
- (2) Revaluation Process. The "**Revaluation Process**" consists of the following:
- a) Lessor shall determine the fair market rental value of the Premises (the "**Lessor Revaluation**") and shall notify Tenant in writing of the amount of the new monthly Ground Rent (the "**Revaluation Notice**").
 - b) If Tenant disagrees with the Lessor Revaluation, Tenant may file with Lessor a dispute of the amount of the Lessor Revaluation ("**Tenant Dispute**") and include Tenant's proposed Ground Rent revaluation amount. The Tenant Dispute must be in writing and delivered to the Director of Airports no later than twenty-one (21) days after the Revaluation Notice is delivered to Tenant (the "**Dispute Period**"). If Tenant does not file a Tenant Dispute with Lessor within the Dispute Period: (i) the Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) Tenant will be deemed to have waived the right to contest the amount specified in the Revaluation Notice, (iii) the new Ground Rent specified in the Revaluation Notice will become effective on the applicable Revaluation Date, and (iv) the Revaluation Process will be over.
 - c) If Tenant delivers a Tenant Dispute to Lessor within the Dispute Period, Lessor and Tenant will have twenty-one (21) days

following Lessor's receipt of the Tenant Dispute to attempt to establish a new Ground Rent by negotiation (the "**Rent Negotiation Period**"). The Rent Negotiation Period may not be extended beyond the initial twenty-one (21) day period except by mutual written agreement of Tenant and the Director of Airports. If Tenant and Lessor agree in writing on the new monthly Ground Rent during the Rent Negotiation Period, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

- d) If Lessor and Tenant are unable to agree upon a new Ground Rent during the Rent Negotiation Period, then Lessor and Tenant shall each appoint an appraiser to determine the fair market value of the Premises. Lessor and Tenant shall identify the name of their appraiser by written notice to the other party. The appointment of the appraiser will be made and notice of the appointment will be given to the other party within twenty-one (21) days after the end of the Rent Negotiation Period (the "**Selection Period**"). Each appraiser must be a member of the American Institute of Real Estate Appraisers, have the designation of Member of the Appraisal Institute ("**MAI**"), and have current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. Each party is responsible for paying the fees and costs of its appraiser.

In the event that Tenant does not appoint an appraiser and provide Lessor with written notice of the appointment within the Selection Period: (i) the initial Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) the new monthly Ground Rent, specified in the Revaluation Notice will become effective on the applicable Revaluation Date, (iii) Tenant will be deemed to have waived the right to further contest the amount of the Lessor Revaluation by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

In the event that Lessor does not appoint an appraiser and provide Tenant with written notice of the appointment within the Selection Period: (i) the monthly Ground Rent will remain unchanged or will equal the fair market rental value determined by Tenant's appraiser, whichever is greater, (ii) such monthly Ground Rent will become effective on the applicable

Revaluation Date, (iii) Lessor will be deemed to have waived the right to contest the amount of the new monthly Ground Rent by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

If Lessor and Tenant each properly appoint an appraiser during the Selection Period, both appraisers will make an independent determination of the fair market rental value of the Premises. Each appraisal must be completed and a copy of the appraisal report delivered to the other party no later than sixty (60) days from the date the appraiser was appointed (the "**Appraisal Period**") unless otherwise extended by the mutual agreement of Lessor and Tenant.

Upon completion of both appraisals, Lessor and Tenant shall make a final attempt to establish a new monthly Ground Rent by negotiation. If Lessor and Tenant agree in writing on a new monthly Ground Rent, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

- e) In the event that Lessor and Tenant cannot agree on a revaluation of the monthly Ground Rent within thirty (30) days following the Appraisal Period, either Lessor or Tenant may declare an impasse in the negotiations by providing written notice of the impasse to the other party. The written notice of impasse (the "**Final Proposal**") will include all of the following information: (i) a statement that the declaring party has determined that negotiations have reached an impasse; (ii) the declaring party's final proposed Ground Rent revaluation figure; (iii) a statement that the recipient has ten (10) business days to either give written acceptance of the amount of the Ground Rent revaluation specified in the Final Proposal or deliver a counter-final proposal (the "**Counter-Final Proposal**") to the declaring party; and (iv) any other supplementary information as the declaring party deems appropriate. The party upon whom the Final Proposal is served shall then have ten (10) business days following receipt of the Final Proposal to either accept the Final Proposal or to reject the Final Proposal and deliver a Counter-Final Proposal to the declaring party. If either the Final Proposal or the Counter-Final Proposal is accepted in writing, then the new monthly Ground Rent will become effective on the applicable Revaluation Date and both Lessor and Tenant will be deemed to have waived the right to contest

such new Ground Rent.

- f) If neither the Final Proposal nor the Counter-Final Proposal is accepted, not later than forty-five (45) days after delivery of the Final Proposal, the appraiser selected by Lessor and the appraiser selected by Tenant will jointly select a third appraiser with the designation of MAI and with current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. The third appraiser will determine the fair market value of the Premises. The third appraiser will render a final written decision within thirty (30) days of his appointment. The cost of the third appraiser will be shared equally by Lessor and Tenant. The appraiser's decision is binding on all parties and will apply retroactively to the Revaluation Date.

3. The following Section 51. Community Service is added to the Lease:

51. COMMUNITY SERVICE

Beginning September 1, 2020, Tenant shall provide a minimum of 500 hours of community service to be performed each year in Contra Costa County to promote youth services and the development of skills that would support a career in the aviation or aerospace industries. The ways such community service could be provided include, but are not limited to, the following:

- (1) Conducting an annual aviation and aerospace career fair.
- (2) Hosting on-going student groups for aerospace and Science, Technology, Engineering and Mathematics (STEM) programs, which could include, subject matter classes and presentations, hands-on activities, and facility tours.
- (3) Presenting aviation and aerospace specialty curriculum in neighborhood schools, which could include a high-altitude balloon program, cross-curriculum aerospace course, summer aerospace course, and STEM outreach activities.
- (4) Hosting Young Eagles program events at the Premises.

Tenant shall provide the Director of Airports with (i) an estimate of planned activities for the upcoming year by September 1 of each year, and (ii) a report summarizing the activities and community service hours for the prior year by October 1 of each year.

The terms of this Section 51 do not apply in the event this Lease is assigned ,
in accordance with Section 26.B. of the Lease.

4. Notwithstanding Section 8 of the Lease, Tenant shall pay a Transaction Fee in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500) to Lessor not later than September 1, 2025, as consideration for this Second Amendment.
5. All other terms of the Lease remain unchanged.

The parties are signing this Second Amendment as of the date first set forth above.

LESSOR

TENANT

CONTRA COSTA COUNTY

BYRON AIRPORT

a political subdivision of the

HANGAR OWNERS ASSOCIATION, a

State of California California non-profit mutual benefit corporation

By: _____

By: Robert Howell

Keith Freitas
Director of Airports

Robert Howell
President

RECOMMENDED FOR APPROVAL:

By: _____

By: Ginette Huot

Beth Lee
Assistant Director of Airports

Ginette Huot
Secretary

APPROVED AS TO FORM:

Sharon L. Anderson,
County Counsel

By:

Kathleen M. Andrus
Deputy County Counsel



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: November 10, 2020

Subject: Authorize Legal Action to Regain Possession of Real Property Located at 145 & 161 John Glenn Drive at BF Airport

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports to terminate the ground lease for real property located at 145 and 161 John Glenn Drive, at Buchanan Field, Concord, between the County and FM Aviation, Inc., dba Sterling Aviation, at the Buchanan Field Airport. AUTHORIZE County Counsel to pursue legal action to regain possession of the real property.

FISCAL IMPACT:

There is no negative impact on the General Fund. The Airport Enterprise Fund will cover the cost of any legal action.

BACKGROUND:

On June 7, 2011, the County entered into a lease with FM Aviation, Inc. dba Sterling Aviation (Tenant) for use of the buildings located at 145 and 161 John Glenn Drive at the Buchanan Field Airport. Under the terms of the lease, the Tenant is obligated to use the premises to conduct a "Fixed Base Operation," which requires the Tenant to perform various aviation-related services onsite. The lease also requires the Tenant to create a "Maintenance Plan," including a timeline and an itemization of the maintenance to be performed by Tenant to keep

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 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)

the premises in first class condition. Due to Tenant's failure to sell both Jet A and 100 low lead fuel, as required of a Fixed Base Operator, the Tenant is currently in default of Section 7 of the lease. In addition, because Tenant has not provided the Lease Maintenance Plan in the time required by the lease, Tenant is in default of Section 13 of the lease.

Contra Costa County Airports (County) staff have been working with the Tenant since November 2019 to revise their Lease Maintenance Plan and since March 2020 to resolve the fuel service provisions to bring Tenant into compliance with the Lease obligations. Despite these efforts, the Tenant has not submitted an acceptable revised Lease Maintenance Plan nor have they provided an action plan to cure the fueling default.

Tenant's failures to comply with the terms of the lease affect Airport operations and the condition of County-owned property. Tenant has had time to cure the defaults and has not done so.

Airport staff is requesting authority to terminate the lease and to pursue legal action to regain possession of the premises. Such actions are consistent with adopted Airport policies. In addition, by recovering possession of the Premises, the Airport will be able to make the property available to another interested business.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to terminate the lease and pursue legal action to regain possession would result in the Airport being unable to enforce the lease or adopted Airport policies and procedures.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 10, 2020

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Christopher Brick, CSAA for Stephanie Hesselroth, Luis A. Llamas, Steven V. Nelson and Thomas Henle for El Nido Trust, Sheena Piper, Lamar L. Scott, Clarence Edward Smith, Rodric P. Stanley Jr., and James P. Taylor, Maria Paz Gamez and Erick Alvarez.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Christopher Brick: Property claim for damage to personal property in the amount of \$3,361.

CSAA for Stephanie Hesselroth: Property claim for damage to vehicle due to automobile accident in the amount of \$1,251.83

Luis A. Llamas: Personal injury claim for pain and suffering due to automobile accident in the amount of \$500,000.

Steven V. Nelson and Thomas Henle for El Nido Trust: Property claim for damage to real property in an unknown amount.

Sheena Piper: Property claim for damage to personal property in the amount of \$12,000.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 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)

Lamar L. Scott: Personal injury claim for pain and suffering due to automobile accident in the amount of \$537,000.

Clarence Edward Smith: Personal injury claim for pain and suffering due to automobile accident in the amount of \$450,000.

Rodric P. Stanley Jr.: Personal injury claim for assault in the amount of \$300,000.

James P. Taylor: Property claim for damage to vehicle due to roadway in the amount of \$970.13

Maria Paz Gamez: Personal injury claim for a trip and fall in an amount to exceed \$25,000.

Erick Alvarez: Personal injury claim for injuries sustained in automobile accident in the amount of \$5,000,000.



To: Board of Supervisors
From: David Twa, County Administrator
Date: November 10, 2020

Subject: Claims

RECOMMENDATIONS

DENY claim filed by Michael Nelson.

BACKGROUND

Michael Nelson: Housing Authority claim for damage to home in the amount of \$7,495.

FISCAL IMPACT

No fiscal impact.

Action of Board On: **11/10/2020** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

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

ATTESTED: November 10, 2020

Joseph Villarreal, Executive Director

Contact: Scott Selby
925.335.1400

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: November 10, 2020

Subject: Resolution Launching the "2020 Counties Care Holiday Food Fight"

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

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

Contact: 9259578860

By: , Deputy

cc:

ATTACHMENTS

Resolution
2020/270

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

In the matter of:

Resolution No. 2020/270

recognizing the launch of the "2020 Counties Care Holiday Food Fight".

the Food Bank of Contra Costa and Solano, which originated as a Contra Costa County project, works heroically on the front line of the daily effort to address this issue, providing food to approximately 119,000 residents in Contra Costa County on a monthly basis; and

WHEREAS, one in seven people in this County need the Food Bank's assistance at this time; and

WHEREAS, climate, power outages, devastating fires, COVID-19, housing shortages, skyrocketing rents and other societal pressures create extra demands on the Food Bank's budget, due to reduced access to fresh produce, as well as the necessity to serve people needing extra help to make ends meet and navigate their changing situations; and

WHEREAS, the Food Bank is enabled, by our monetary donations, to purchase and distribute fresh produce, which makes up nearly 55% of everything they dispense to our neighbors; and

WHEREAS, approximately 6,530 employees of Contra Costa County, in virtually every department, have since 2002 been holding this annual drive to serve the residents of Contra Costa County who are in need of a helping hand, and have themselves in that time span raised approximately \$1.5 million in this effort; and

WHEREAS, the 2020 Counties Care - Holiday Food Fight will take place between November 16th and December 31, 2020; and

WHEREAS, County employees encourage the public to participate in the "2020 Counties Care - Holiday Food Fight" between the employees of Contra Costa and Solano counties by donating generously and often to the Food Bank of Contra Costa and Solano online in a corresponding "people-to-people" challenge.

that the Board of Supervisors of Contra Costa County hereby recognizes this great and constant need in the community, and commends, encourages, and challenges employees and residents of Contra Costa and Solano counties to open their hearts and wallets to assist the Food Bank of Contra Costa and Solano and its client organizations during the coming holiday season; and that the Board of Supervisors of Contra Costa County hereby officially continues the annual challenge with Solano County and kicks off the "2020 Counties Care - Holiday Food Fight"; and that the Board of Supervisors of Contra Costa County hereby encourages all citizens of Contra Costa and Solano counties to extend the generous holiday spirit throughout the year to help those less fortunate.

CANDACE ANDERSEN
Chair, District II Supervisor

JOHN GIOIA
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: November 10, 2020

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 10, 2020

Subject: Adoption Awareness Month

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Tish Gallegos
84808

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

By: , Deputy

cc:

ATTACHMENTS

Resolution

2020/292

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

In the matter of:

Resolution No. 2020/292

Proclaiming November 2020 Adoption Aware Month

WHEREAS, all children, infants, toddlers, school-aged and older youth, deserve a safe, loving and supportive environment and a place to call home; and

WHEREAS, in 2020 Children and Family Services (CFS), a bureau of the Employment and Human Services Department, completed 100 adoptions despite the courts closing for four months, due to COVID-19; and

WHEREAS, CFS continues to find homes for children who are school aged and older, including adoptions by former foster parents, family members, and non-relatives, with one third of the children over eight years old; and

WHEREAS, hundreds of families in the County are receiving adoption assistance and post-adoption support; and

WHEREAS, Contra Costa County comes together as a community to celebrate our community's adoptive families and raise awareness about the number of children and teens who are still waiting for a permanent home; and

WHEREAS, CFS' comprehensive recruitment efforts include attention toward filling the need for Resource Families specifically place older youth and those with complex needs; and

WHEREAS, adoption creates supportive, loving families for children and teens and is one of the successful outcomes that can play a role in preventing child abuse and neglect; and

WHEREAS many of these children have special needs related to physical, mental or emotional disabilities and need the support that adoptive families can provide; and

WHEREAS, there are families able and willing to adopt children who have a range of needs; and

WHEREAS, there are no restrictions on who can adopt based on race, ethnicity, religion, physical ability, income, sexual orientation or expression, gender identity, marital status; and

WHEREAS, adoption of children by family members encourages increased stability, higher levels of permanency, more likelihood of staying connected to siblings, greater preservation of cultural identity, and positive behavioral and mental health outcomes due to placements with relative caregivers; and

WHEREAS, Children & Family Services in Contra Costa County offers concurrent planning, enabling the placement of children in a potential adoptive home while

working with the birth family to help overcome challenges and support reunification efforts; and

we, the Board of Supervisors, do hereby proclaim November as Adoption Awareness Month in Contra Costa County.

CANDACE ANDERSEN
Chair, District II Supervisor

JOHN GIOIA
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: November 10, 2020

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: November 10, 2020

Subject: In the Matter of Honoring Marcie Hochhauser, Senior Vice President of the Walnut Creek Chamber of Commerce on the Occasion of her Retirement

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

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

Contact: Colleen Awad,
925-521-7100

By: , Deputy

cc:

ATTACHMENTS

Resolution
2020/294

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

In the matter of:

Resolution No. 2020/294

In the Matter of Honoring Marcie Hochhauser, Senior Vice President of the Walnut Creek Chamber of Commerce on the Occasion of her Retirement

WHEREAS, Marcie started with the Walnut Creek Chamber of Commerce & Visitor Bureau over 40 years ago; and

WHEREAS, she started and contributed to many programs throughout her tenure; and

WHEREAS, in 2006 Marcie founded the East Bay Women's Conference, which now sells out every year, hosts about 600 people, and gives women the opportunity to network, develop business tools and be inspired; and

WHEREAS, for 33 years, she has served as the program coordinator for Leadership Contra Costa, which is a countywide leadership program, accepts 25–30 individuals from throughout the county and is geared to people who want to make a difference in the communities in which they live and work; and

WHEREAS, Leadership Contra Costa has more than 800 alumni and many have gone on to serve as city managers, city councilmembers and give back to their community; and

WHEREAS, Marcie has been the coordinator for the Walnut Creek Art & Wine Festival since its inception in 1981; and

WHEREAS, she also worked closely with the education committee, trade fairs, business links and Trips Around the World; and

WHEREAS, Marcie is well respected by colleagues and her strengths have been her adaptability, her ability to evolve into any area and meet any need over the last 40 years.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes Marcie Hochhauser on the occasion of her retirement and honors her hard work and dedication to the economic development of our community.

CANDACE ANDERSEN
Chair, District II Supervisor

JOHN GIOIA
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: November 10, 2020

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Medical Staff Appointments and Reappointments – October 19, 2020

RECOMMENDATION(S):

Approve the medical staff appointments and reappointments, additional privileges, advancements, and voluntary resignations as recommend by the Medical Staff Executive Committee, at their October 19, 2020 meeting, and by the Health Services Director.

FISCAL IMPACT:

There is no fiscal impact for this recommended action.

BACKGROUND:

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with The Joint Commission on Accreditation of Healthcare Organizations.

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Jaspreet Benepal,
925-370-5101

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

By: , Deputy

cc: James Ham, Marcy Wilhelm

ATTACHMENTS

Attachment

Clinical Psychology Privileges

Hematology/Oncology Privileges

Ophthalmology Privileges

Orthopedics Privileges

Plastic Surgery Privileges

Rheumatology Privileges

Urology Privileges

Pathology Privileges



A. New Medical Staff Members

Adler, Frederick, MD	DFAM
Ahmad, Samir, MD	DFAM
Escandon, Martin, MD	OB/GYN
Mutter, Betina, MD	Psychiatry/Psychology
Nuti, Elizabeth, MD	Pediatrics
Pai, Vidya, MD	Pediatrics
Tome, Lucia, MD	DFAM

B. Application for Staff Affiliation

Roye-Madison, Marcia, NP	DFAM
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C. Travis Residents-Family Medicine

Boles, Wyatt, DO
Jiang, Carolyn, DO
Keller, Amanda, DO
Milliren, Anna, DO
Zerbini, Kara, MD

D. Advance to Non-Provisional

Sandegard, Erik, MD	Psychiatry/Psychology
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E. Biennial Reappointments

Buck, Adam, MD	Hospital Medicine	A
Chan, Lilian, MD	DFAM	A
Farey, Krista, MD	DFAM	A
Forkin, Daniel, MD	Psychiatry/Psychology	C
Gonzalez, Erik, MD	DFAM	A
Gurley, David, MD	Emergency Medicine	A
Kelly, Olga, MD	Pediatrics	A
Jolton, Francine, MD	Pediatrics	A
Lewis, Flynn, MD	Pediatrics	A
Nguyen, Vananh, MD	Diagnostic Imaging	C
Samplin, Erin, MD	Psychiatry/Psychology	A
Shah, Sanjay, MD	Internal Medicine	A
Stone, David, MD	Internal Medicine	A
Tremaine, Steven, MD	DFAM	Admin
Wirengard, Yana, MD	Surgery	A

F. Biennial Renewal of Privileges

Ayala, Miguel, NP	DFAM	AFF
Cheun, Ae Sil, NP	DFAM	AFF
Furtado, Marcia, NP	DFAM	AFF

G. Teleradiologist (VRAD) Reappointments

Miner, Brendan, MD	Diagnostic Imaging
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H. UCSF Teleneurologist Reappointments

Guterman, Elan, MD	Internal Medicine
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I. Voluntary Resignations

Beck, Fred, MD	Emergency Medicine
Dark, Anthony, MD	Psychiatry/Psychology
Gardner, Randall, DDS	Dental
McNitt, Louise, MD	DFAM
Mishra, Vikash, MD	Emergency Medicine
Prasad, Amitha, MD	Psychiatry/Psychology
Seawell, Elaine, MD	DFAM
Wadhwa, Gurinder, MD	DFAM

ANNA M. ROTH, RN, MS, MPH
HEALTH SERVICES DIRECTOR

JASPREET BENEPAI, RN
INTERIM CHIEF EXECUTIVE OFFICER
CONTRA COSTA REGIONAL MEDICAL CENTER
& HEALTH CENTERS



CONTRA COSTA
REGIONAL
MEDICAL CENTER
& HEALTH CENTERS

2500 Alhambra Avenue
Martinez, California 94553-3191

Ph (925) 370-5000
www.cchealth.org/medicalcenter/

J. Attachments

Clinical Psychology Core Privileges
Hematology/Oncology Core Privileges
Ophthalmology Core Privileges
Orthopedics Core Privileges
Plastic Surgery Core Privileges
Rheumatology Core Privileges
Urology Core Privileges
Pathology Core Privileges

PATHOLOGY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the ***“Requested”*** box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR PATHOLOGY

Initial Applicants: To be eligible to apply for privileges in Pathology, the applicant must meet the following criteria:

1. Successful completion of an Accreditation Council for Graduate Medical Education (ACGME)– or American Osteopathic Association (AOA)–accredited residency in clinical (laboratory) and/or anatomic pathology

AND
2. Current certification or board eligible leading to certification (with achievement of certification within the required time frame set forth by the respective Boards) in clinical and/or anatomic pathology by the American Board of Pathology or in anatomic pathology and/or laboratory medicine by the American Osteopathic Board of Pathology.

AND
3. Documented current experience: Equivalent of 6 months of full-time pathology services, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME– or AOA–accredited residency or clinical fellowship within the past 24 months. Please provide clinical activity log.

Renewal of Privileges: To be eligible to renew privileges in Pathology, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.

AND
2. Current documented competence and an adequate volume of experience [equivalent of 6 months of full-time pathology services] with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Core Privileges: Anatomic Pathology

Requested: Patient diagnosis, ordering, consultation, and laboratory medical direction in the following disciplines: surgical pathology (including intraoperative consultations), cytopathology, autopsy pathology, molecular pathology, and associated ancillary studies. Adherence to medical staff policy regarding emergency and consultative call services.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

The core privileges include the procedures listed on the attached privileges list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair

Core Privileges: Clinical Pathology

- Requested:*** Patient diagnosis, ordering, consultation, and laboratory medical direction in the following clinical pathology disciplines: hematology and coagulation, blood bank and immunohematology, microbiology, serology, molecular pathology, clinical chemistry (including the subdivisions of special chemistry, automated chemistry, endocrinology, radioimmunoassay, toxicology, and electrophoresis), clinical microscopy, and other routine clinical pathology functions. Adherence to medical staff policy regarding emergency and consultative call services.

The core privileges include the procedures listed on the attached privileges list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair

QUALIFICATIONS FOR CYTOPATHOLOGY

Initial Applicants: To be eligible to apply for privileges in cytopathology, the applicant must meet the following criteria:

1. Documentation of successful completion of an accredited ACGME or AOA residency in anatomic pathology,
- AND
2. Documented current experience: Equivalent of 6 months of full-time cytopathology services, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME– or AOA–accredited residency or clinical fellowship within the past 24 months
- AND
3. Documentation of successful completion of CAP Pap proficiency test within the last 12 months

Renewal of Privileges: To be eligible to renew privileges in cytopathology, the applicant must

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

meet the following criteria:

1. Current documented competence and an adequate volume of experience [equivalent of 6 months of full-time services] with acceptable results, reflective of the scope of the privileges requested, within the past 24 months, based on results of ongoing professional practice evaluation and outcomes.
- AND
2. Documentation of successful completion of CAP Pap proficiency test within the last 12 months

Core Privileges: Cytopathology

- Requested:** Diagnosis of human disease by means of the study of cells (from all systems and areas of the body) obtained from body secretions and fluids by scraping, washing, or sponging the surface of a lesion or by the aspiration of a tumor mass or body organ with a fine needle. Adherence to medical staff policy regarding emergency and consultative call services.

The core privileges include the procedures listed on the attached privileges list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair

Non-Core Privileges (See Specific Criteria)
 Non-core privileges are requested individually in addition to requesting the core. Each individual requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant or reapplicant.

Non-Core Privileges: Bone Marrow Biopsy

- Requested:** Bone Marrow Biopsy

Criteria for Initial Request:

1. Successful completion of an ACGME- or AOA-accredited postgraduate training in

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

anatomic and/or cytopathology that included training in bone marrow biopsy.

AND

2. Documented current competence and evidence of the performance of 10 bone marrow biopsies within the past 24 months or completion of training within the past 24 months.

Criteria for Renewal of Privileges:

Documented current competence and evidence of the performance of 10 bone marrow biopsies in the past 24 months based on results of ongoing professional practice evaluation and outcomes.

CORE PROCEDURES LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of competency, please strike through the procedures that you do not wish to request, and then initial and date.

Anatomic Pathology

- Grossing of surgical specimens
- Autopsy
- Frozen section including processing and interpretation
- Intraoperative consultation for gross examination and evaluation of surgical margins for tumor
- On-site adequacy evaluation for renal and other image-guided biopsies

Cytopathology

- Fine-needle aspiration procedures)
- Interpretation of Papanicolaou-stained smears

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. At least 40 cases of surgical pathology.
2. At least 10 cases of Gyn cytology.
3. At least 10 cases of Non-GYN cytology.
4. At least 1 autopsy (when applicable).
5. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested non-core privileges.
6. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
7. Completed FPPE forms must be submitted to the Credentialing Office.
8. It is the applicant's ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
9. **For low volume providers: please see separate FPPE/proctoring guidelines.**
10. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	

**HEMATOLOGY/MEDICAL ONCOLOGY
CLINICAL PRIVILEGES**

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: September 8, 2020

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the ***“Requested”*** box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR HEMATOLOGY/MEDICAL ONCOLOGY

Initial Applicants: To be eligible to apply for privileges in HEMATOLOGY/MEDICAL ONCOLOGY (“Heme-Onc”), the applicant must meet the following criteria:

EITHER

Pathway A:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME)– or American Osteopathic Association (AOA)–accredited residency in internal medicine, followed by successful completion of an accredited fellowship in hematology or integrated fellowship in medical oncology

AND

2. Documentation of current subspecialty certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to subspecialty certification in hematology or dual certification in hematology and medical oncology by the American Board of Internal Medicine or subspecialty certification in hematology by the American Osteopathic Board of Internal Medicine

OR

Pathway B:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in Internal Medicine or Family Medicine, and Department-approved experience in Heme-Onc;

AND

2. Documentation of Board Certification or Board Eligibility in Internal Medicine or Family Medicine (with achievement of certification within the required time frame set forth by the respective Boards) by the American Board of Internal Medicine (ABIM) or Family Medicine (ABFM), or American Osteopathic

AND

(required for each pathways)

1. Documented experience: Inpatient/outpatient care to at least 300 patients with hematological/oncological diseases, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME- or AOA-accredited

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

residency, or clinical fellowship within the past 24 months. Please provide a clinical activity/procedure log.

AND

2. Documentation of advanced cardiac life support.

Renewal of Privileges: To be eligible to renew privileges in Hematology, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.

AND

2. Current documented competence and an adequate volume of experience (300 patients with hematological/oncological diseases – inpatient/outpatient) with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.

AND

3. Documentation of advanced cardiac life support.

Core Privileges: Hematology

- Requested:** Admit, evaluate, diagnose, treat, and provide consultation to adolescent and adult patients with diseases of the blood, spleen, and lymph glands and disorders of the immunologic system such as anemia, clotting disorders, sickle cell disease, hemophilia, leukemia, and lymphoma. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/ privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/ procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, based on lack of competency, please strike through the procedures that you do not wish to request, and then initial and date.

Hematology

- Administration of chemotherapeutic agents and biological-response modifiers through all therapeutic routes
- Apheresis procedures
- Bone marrow aspiration
- Complete blood count, including platelets and white cell differential, by means of automated or manual techniques
- Diagnostic lumbar puncture
- Indications and application of imaging techniques in patients with blood disorders
- Management and care of indwelling venous access catheters
- Performance of history and physical exam
- Therapeutic thoracentesis and paracentesis

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Core Privileges: Medical Oncology

- Requested:** Admit, evaluate, diagnose, treat, and provide consultation to adolescent and adult patients with all types of cancer, and other benign and malignant tumors. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, based on lack of competency, please strike through the procedures that you do not wish to request, and then initial and date.

Medical Oncology

- Administration of chemotherapeutic agents and biological response modifiers through all therapeutic routes
- Assessment of tumor imaging by computed tomography, magnetic resonance, positron emission tomography scanning, and nuclear imaging techniques
- Complete blood count, including platelets and white cell differential, by means of automated or manual techniques
- Diagnostic lumbar puncture
- Management and maintenance of indwelling venous access catheters
- Performance of history and physical exam
- Serial measurement of tumor masses
- Therapeutic thoracentesis and paracentesis

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Special Non-Core Privileges (See Specific Criteria)
Non-core privileges are requested individually in addition to requesting the core. Everyone requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non-Core Privileges: Administration of Sedation and Analgesia

Administration of Sedation and Analgesia:

- Conscious Sedation** (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL
- Ketamine** (test required every 2 years)
- Propofol** (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills, or department-approved extra training and experience.

AND

2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

Hematology/Oncology

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 patients with hematological diseases in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly performed in the department. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested non-core privileges.
4. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
5. Completed FPPE forms must be submitted to the Credentialing Office.
6. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
7. **For low volume providers: please see separate FPPE/proctoring guidelines.**
8. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

OPHTHALMOLOGY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the ***“Requested”*** box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR OPHTHALMOLOGY

Initial Applicants: To be eligible to apply for privileges in Ophthalmology, the applicant must meet the following criteria:

1. Successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited residency in Ophthalmology
AND
2. Current certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to certification in Ophthalmology by the American Board of Ophthalmology or by the American Osteopathic Board of Ophthalmology and Otolaryngology—Head and Neck Surgery.
AND
3. Documented current experience of at least 500 ophthalmologic patient visits, reflective of the scope of privileges requested, within in the past 24 months, or successful completion of an ACGME– or AOA–accredited residency, within the past 24 months. Please provide clinical activity/procedure log.

Renewal of Privileges: To be eligible to renew privileges in Ophthalmology, the applicant must meet the following criteria:

1. Documentation of Maintenance of Certification (ABMS) or OCC (On-Going Continuous Certification) is required.
AND
2. Current documented competence and an adequate volume of experience: 500 ophthalmologic patient visits with acceptable results, reflective of the scope of privileges requested, within the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Core Privileges: Ophthalmology

- Requested:*** Admit, evaluate, diagnose, treat, and provide consultation to, order diagnostic studies and procedures for, and perform surgical and nonsurgical procedures on patients of all ages with ocular and visual disorders, including those of the eye and its component structures, the eyelids, the orbit, and the visual pathways. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE PROCEDURE/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request and then initial and date.

Ophthalmology

- A and B mode ultrasound examination
- Anterior limbal approach or pars plana automated vitrectomy
- Cataract surgery (intra- and extracapsular cataract extraction with or without lens implant or phacoemulsification)
- Conjunctiva surgery, including grafts, flaps, tumors, pterygium, and pinguecula
- Corneal surgery, including laceration repair, diathermy, and traumatic repair
- Cryotherapy for ciliary body for uncontrolled painful glaucoma
- Glaucoma surgery with intraoperative/postoperative antimetabolite therapy, primary trabeculectomy surgery, thermal sclerostomy, and posterior lip sclerectomy, reoperation, and Seton/tube surgery
- Injection of intravitreal medications
- Laser peripheral iridotomy, trabeculoplasty, pupilo-/gonioplasty, suture lysis, panretinal

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

photocoagulation, macular photocoagulation, repair of retinal tears, capsulotomy, cyclophotocoagulation, sclerostomy, and lysis

- Lid and ocular adnexal surgery, including plastic procedures, chalazion, ptosis, repair of malposition, repair of laceration, blepharospasm repair, tumors, flaps, enucleation, and evisceration
- Nasolacrimal surgery, including dacryocystectomy, dacryocystorhinostomy, excision of lacrimal sac mass, probing and irrigation, and balloon dacryoplasty
- Oculoplastic/orbit surgery, including removal of the globe and contents of the orbit, exploration by lateral orbitotomy, exenteration, blowouts, rim repairs, and tumor and foreign body removal
- Performance of history and physical exam
- Removal of anterior foreign body
- Removal of chalazion and other minor skin and eyelid lesions
- Retrobulbar or peribulbar injections for medical delivery or chemical denervation for pain control
- Strabismus surgery
- Use of local anesthetics for ophthalmologic conditions

Special Non-Core Privileges (See Specific Criteria)

Non-core privileges are requested individually in addition to requesting the core. Each practitioner requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non-Core Privileges: Administration of Sedation and Analgesia

Administration of Sedation and Analgesia:

- Conscious Sedation** (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL
- Ketamine** (test required every 2 years)
- Propofol** (test required every 2 years)

Criteria for Initial Request:

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills, or department-approved extra training and experience **AND**
2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 ophthalmologic patients in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly preformed in the department. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested “non-core” privileges.
4. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
5. Completed FPPE forms must be submitted to the Credentialing Office.
6. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
7. **For low volume providers: please see separate FPPE/proctoring guidelines.**
8. **For more detailed information, please see separate FPPE/proctoring guidelines.**

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

ORTHOPEDIC SURGERY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the **“Requested”** box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR ORTHOPEDIC SURGERY

Initial Applicants: To be eligible to apply for privileges in Orthopedic Surgery, the applicant must meet the following criteria:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited residency in Orthopedic Surgery

AND

2. Documentation of current Board certification or board eligible (with achievement of certification within the required time frame set forth by the respective Boards) leading to certification in Orthopedic Surgery by the American Board of Orthopedic Surgery or the American Osteopathic Board of Orthopedic Surgery

AND

3. Documentation of current experience: At least 100 orthopedic surgical procedures, reflective of the scope of privileges requested, within the past 24 months, or documented successful completion of an ACGME– or AOA– accredited residency or clinical fellowship within the past 24 months. Please provide a clinical activity/procedure log.

Renewal of Privileges: To be eligible to renew privileges in Orthopedic Surgery, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.

AND

2. Current demonstrated competence and an adequate volume of experience: at least 100 orthopedic surgical procedures with acceptable results, reflective of the scope of privileges requested, within the past 24 months, based on results of ongoing professional practice evaluation and outcomes.

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Core Privileges: Orthopedic Surgery

Requested:

Admit, evaluate, diagnose, treat, and provide consultation to patients of all ages to correct or treat various conditions, illnesses, and injuries of the extremities, spine, and associated structures by medical, surgical, and physical means, including but not limited to congenital deformities, trauma, infections, tumors, metabolic disturbances of the musculoskeletal system, deformities, injuries, and degenerative diseases of the spine, hands, feet, knees, hips, shoulders, and elbows, including primary and secondary muscular problems and the effects of central or peripheral nervous system lesions of the musculoskeletal system. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE TREATMENT/ PROCEDURE LIST

This is not intended to be an all-encompassing list of treatments. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request and then initial and date.

Orthopedic Surgery

- Performance of history and physical
- Treatment of any fracture (open or closed reduction of fractures, internal/external fixation)
- Treatment of joint dislocations
- Amputation surgery including immediate prosthetic fitting in the operating room
- Arthrocentesis, diagnostic
- Arthrodesis, osteotomy, and ligament reconstruction of the major peripheral joints,

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

excluding total replacement of joint

- Arthrography
- Arthroscopy
- Bone grafts and allografts
- Debridement of soft tissue
- Excision of soft tissue/bony masses
- Fasciotomy and fasciectomy
- Joint replacement, includes minimally invasive technique
- Ligament reconstruction
- Management of infectious and inflammations of bones, joints, and tendon sheaths
- Muscle and tendon repair
- Treatment of cartilage injuries (e.g. autologous chondrocyte implantation (ACI), osteoarticular transfer system (OATS)

Hand surgery

- Arthroplasty of large and small joints, wrist, or hand, including implants
- Bone graft pertaining to the hand
- Nerve decompression
- Nerve graft
- Neurorrhaphy
- Removal of soft tissue mass, ganglion palm or wrist, flexor sheath, etc.
- Repair of lacerations
- Skin grafts
- Tendon reconstruction
- Tendon release, repair, and fixation
- Tendon transfers
- Treatment of infections

Spine

- Assessment of the neurologic function of the spinal cord and nerve roots
- Interpretation of imaging studies of the spine

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Sports Medicine

- Emergency assessment and care of acutely injured athletes
- Proper preparation for safe return to participation after an illness or injury
- Provision of education and counseling regarding nutrition, strength and conditioning, ergogenic aids, substance abuse (including performance-enhancing and mood-altering drugs), and other medical problems that could affect athletes
- Rehabilitation of ill or injured athletes

Special Non-Core Privileges (See Specific Criteria)

Non-core privileges are requested individually in addition to requesting the core.

Everyone requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non-Core Privileges: Administration of Sedation and Analgesia

Administration of Sedation and Analgesia:

- Conscious Sedation** (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL
- Ketamine** (test required every 2 years)
- Propofol** (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills, or department-approved extra training and experience.

AND

2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Non-Core Privileges: Fluoroscopy

Fluoroscopy

Privilege to operate and/or supervise operation of fluoroscopy equipment.

Requirement: Current Fluoroscopy or Radiology X-Ray Supervisor and Operator Permit from CDPH

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 orthopedic patients in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider's scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly performed in the department. FPPE/proctoring must be representative of the provider's scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested "non-core" privileges.
4. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
5. Completed FPPE forms must be submitted to the Credentialing Office.
6. It is the applicant's ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
7. **For low volume providers: please see separate FPPE/proctoring guidelines.**
8. **For more detailed information, please see separate FPPE/proctoring guidelines.**

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

PLASTIC SURGERY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the “*Requested*” box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR PLASTIC SURGERY

Initial Applicants: To be eligible to apply for privileges in Plastic Surgery, the applicant must meet the following criteria:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited residency in Plastic Surgery, or postgraduate training program in an appropriate medical specialty and successful completion of an accredited fellowship in Plastic Surgery.

AND

2. Current certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to certification in Plastic Surgery by the American Board of Plastic Surgery or the American Osteopathic Board of Surgery in Plastic and Reconstructive Surgery

AND

3. Documented current experience: At least 50 plastic surgery procedures, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME– or AOA–accredited residency within the past 24 months. Please provide clinical activity/procedure log.

Renewal of Privileges: To be eligible to renew privileges in Plastic Surgery, the applicant must meet the following criteria:

1. Documentation of Maintenance of Certification (ABMS) or OCC (On-Going Continuous Certification) is required.

AND

2. Current documented competence and an adequate volume of experience (50 plastic surgery procedures) with acceptable results, reflective of the scope of privileges requested, within the past 24 months, based on results of ongoing professional practice evaluation and outcomes.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Core Privileges: Plastic Surgery

Requested: Admit, evaluate, diagnose, and provide consultation to patients of all ages and surgically repair, reconstruct, or replace physical defect of form or function involving the skin, musculoskeletal system, craniomaxillofacial structures, hand, extremities, breast, trunk, and external genitalia or cosmetic enhancement of these areas of the body. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE PROCEDURE/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request and then initial and date.

Plastic surgery

- Performance of history and physical exam
- **Complex wound healing and burn treatment**
 - Acute and reconstructive burn treatment
 - Initial burn management
 - Surgical management of wounds and scars (any part of body)
- **Cosmetic surgery**
 - Breast augmentation
 - Breast lift (mastopexy)
 - Contouring (body, facial)

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

- Cosmetic rhytidectomy, rhinoplasty, and blepharoplasty
 - Endoscopic cosmetic surgery
 - Laser therapy for vascular and cutaneous lesions
 - Liposuction (including laser, UAL, PAL)
 - Subcutaneous injections
 - Skin peeling and dermabrasion
 - Vein injection sclerotherapy
- **Reconstructive microsurgery**
 - Microvascular flaps and grafts/free tissue transfer
 - Replantation and revascularization of the upper and lower extremities and digits
 - Reconstruction of peripheral nerve injury
- **Reconstruction of congenital and acquired defects of the trunk and genitalia**
 - Chest and abdominal wall reconstruction
 - Gender reassignment
 - Repair of penis deformities
 - Vaginal reconstruction
- **Surgery of the breast**
 - Breast reconstruction
 - Breast reduction
 - Breast biopsy
 - Congenital anomalies
 - Mastectomy (subcutaneous and simple)
- **Surgery of the hand and extremity**
 - Amputation (upper and lower extremity)
 - Carpal tunnel syndrome (endoscopic and open)
 - Congenital anomalies
 - Dupuytren's contracture
 - Fractures of upper extremities, including the hand and wrist
 - Hand and upper extremity wounds
 - Surgery for rheumatoid arthritis
 - Tendon injuries
 - Tumors of the bones and soft tissues

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

- **Treatment of facial disease and injuries, including maxillofacial structures**
 - Craniofacial surgery
 - Deformities of the nose, ear, jaw, and eyelid and cleft lip and palate
 - Facial fractures, including of the mandible
 - Facial deformity and wound treatment
 - Skull base surgery
 - Tumors of the head and neck

- **Treatment of skin neoplasms, diseases, and trauma**
 - Neoplasms of the head and neck surgery, including neoplasms of the head, neck, and oropharynx
 - Removal of benign and malignant lesions of the skin and soft tissue
 - Reconstruction by tissue transfer, including grafts and flaps
 - Reconstruction of soft tissue disfigurement/scar revisions

QUALIFICATIONS FOR SURGERY OF THE HAND AND UPPER EXTREMITY

Initial Applicants: To be eligible to apply for privileges in Surgery of the Hand and Upper Extremity, the applicant must meet the following criteria:

1. Successful completion of an ACGME– or AOA–accredited residency in general, orthopedic, or plastic surgery, followed by successful completion of an accredited fellowship in hand surgery, or equivalent training and experience.

AND

2. Documentation of performance of at least 20 procedures involving surgery of the hand, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME– or AOA–accredited residency or clinical fellowship within the past 24 months. Please provide clinical activity/procedure log.

Renewal of Privileges: To be eligible to renew privileges in surgery of the hand, the applicant must meet the following criteria:

1. Current documented competence and an adequate volume of experience: 20 procedures involving surgery of the hand with acceptable results, reflective of the scope of privileges requested, within the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Core Privileges: Surgery of the Hand and Upper Extremity

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

- Requested:** Admit, evaluate, diagnose, treat, and provide consultation (including investigation, preservation, and restoration) to patients of all ages by medical, surgical, and rehabilitative means of all structures of the upper extremity directly affecting the form and function of the hand and wrist. May provide care to patients in the intensive care. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.
- The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills.

CORE PROCEDURE/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request and then initial and date.

Surgery of the Hand and Upper Extremity

- Amputation (related to hand/upper extremity)
- Arthroscopy
- Bone grafts and corrective osteotomies
- Dupuytren’s contracture
- Fasciotomy, deep incision and drainage for infection, and wound debridement
- Foreign body and implant removal
- Joint and tendon sheath repairs, including release of contracture, synovectomy, arthroplasty with and without implant, arthrodesis, trigger finger release, and stiff joints that result from rheumatoid or other injury management of arthritis
- Joint repair and reconstruction, including contracture release and management of stiff joints
- Management of congenital deformities, including syndactyly, polydactyly, radial aplasia, and others
- Management of fingertip injuries
- Management of fractures and dislocations, including phalangeal or metacarpal with and without internal fixation; carpus, radius, and ulna with and without internal fixation; and injuries to joints and ligaments

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

- Management of tumors of the bone and soft tissue
- Management of upper extremity vascular disorders and insufficiencies
- Nerve repair and reconstruction, including upper extremity peripheral nerves, nerve graft, neurolysis, neuroma management, and nerve decompression and transposition
- Osteonecrosis, including Kienbock's disease
- Performance of history and physical exam
- Replantation and revascularization
- Tendon sheath release
- Tendon transfer and tendon balancing
- Tenorrhaphy, including flexor tendon repair and graft, implantation of tendon spacer, extensor tendon repair, and tenolysis/tenodesis
- Thumb reconstruction, including pollicization, toe-hand transfer, and thumb metacarpal lengthening
- Treatment of thermal injuries
- Upper extremity pain management
- Wound closure, including skin grafts, tissue flaps (local, regional, and distant), and free microvascular tissue transfer

Special Non-Core Privileges (See Specific Criteria)

Non-core privileges are requested individually in addition to requesting the core. Each practitioner requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

Non-Core Privileges: Administration of Sedation and Analgesia

Administration of Sedation and Analgesia:

- Conscious Sedation** (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL
- Ketamine** (test required every 2 years)
- Propofol** (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills, or department-approved extra training and experience.
AND
2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Non-Core Privileges: Fluoroscopy

Fluoroscopy

Privilege to operate and/or supervise operation of fluoroscopy equipment.

Requirement: Current Fluoroscopy or Radiology X-Ray Supervisor and Operator Permit from CDPH

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 plastic surgery patients in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly preformed in the department. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested “non-core” privileges.
4. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
5. Completed FPPE forms must be submitted to the Credentialing Office.
6. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
7. **For low volume providers: please see separate FPPE/proctoring guidelines.**
8. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

medical staff bylaws or related documents.

Signed _____ **Date** _____

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Temporary Privileges

Date _____

Medical Executive Committee Approval

Date _____

Board of Supervisors Approval

Date _____

RHEUMATOLOGY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the “*Requested*” box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR RHEUMATOLOGY

Initial Applicants: To be eligible to apply for privileges in RHEUMATOLOGY, the applicant must meet the following criteria:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in the relevant medical specialty and successful completion of an accredited fellowship in Rheumatology, or department-approved training and experience equivalent to fellowship training.

AND

2. Documentation of current subspecialty certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to subspecialty certification in Rheumatology by the American Board of Internal Medicine (ABIM) or the American Osteopathic Board of Internal Medicine (AOBIM), or department-approved training and experience equivalent to fellowship training.

AND

3. Documentation of current experience: Inpatient/ outpatient care to at least 500 patient visits with rheumatological conditions, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME- or AOA-accredited clinical fellowship within the past 24 months. Please provide a clinical activity/procedure log.

Renewal of Privileges: To be eligible to renew privileges in Rheumatology, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required (if Board certified).

AND

2. Current documented competence and an adequate volume of experience (500 patient visits with rheumatological conditions) with acceptable results, reflective of the scope of privileges requested, within the past 24 months, based on results of ongoing professional practice evaluation and outcomes.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Core Privileges: Rheumatology

- Requested:*** Admit, evaluate, diagnose, treat, and provide consultation to adolescent (14 y/o or older) and adult patients regarding disease of the joints, muscles, bones, and tendons. Includes evaluation, prevention, and management of disorders such as rheumatoid arthritis; infections of joint and soft tissue; osteoarthritis; metabolic diseases of bone; systemic lupus erythematosus; scleroderma/systemic sclerosis and crystal-induced synovitis; polymyositis; spondyloarthropathies; vasculitis; regional, acute, and chronic musculoskeletal pain syndromes; non-articular rheumatic diseases, including fibromyalgia; nonsurgical, exercise-related injury; systematic disease with rheumatic manifestations; osteoporosis; and Sjogren’s Syndrome disorders. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills., as determined by the department chair.

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/ privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/ procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, based on lack of competency, please strike through the procedures that you do not wish to request, and then initial and date.

Rheumatology

- Performance of history and physical exam
- Diagnostic aspiration and analysis by light and compensated polarized light

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

microscopy of synovial fluid

- Therapeutic injection of joints, bursae, tenosynovial structures
- Use of nonsteroidal anti-inflammatory drugs, disease-modifying drugs, biological-response modifiers, glucocorticoids, cytotoxic drugs, anti-hyperuricemic drugs, and antibiotic therapy for septic joints

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 patients with rheumatological conditions in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly performed in the department. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
4. Completed FPPE forms must be submitted to the Credentialing Office.
5. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
6. **For low volume providers: please see separate FPPE/proctoring guidelines.**
7. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

policies and rules applicable generally and any applicable to the particular situation.

- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**

UROLOGY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the “*Requested*” box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

QUALIFICATIONS FOR UROLOGY

Initial Applicants: To be eligible to apply for privileges in Urology, the applicant must meet the following criteria:

1. Successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited residency in Urology

AND

2. Current certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to certification in Urology by American Board of Urology or the American Osteopathic Board of Surgery (Urological Surgery)

AND

3. Required current experience: At least 50 urological procedures, reflective of the scope of privileges requested, in the past 24 months, or successful completion of an ACGME– or AOA–accredited residency within the past 24 months. Please provide clinical activity/procedure log.

Renewal of Privileges: To be eligible to renew privileges in Urology, the applicant must meet the following criteria:

1. Documentation of Maintenance of Certification (ABMS) or OCC (On-Going Continuous Certification) is required.

AND

2. Current documented competence and an adequate volume of experience (50 urological procedures) with acceptable results, reflective of the scope of privileges requested, within the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Core Privileges: Urology

- Requested:*** Admit, evaluate, diagnose, treat (surgically or medically), and provide consultation to adolescents (>14 y/o) and adults presenting with medical and surgical disorders of the genitourinary system and the adrenal gland, including endoscopic, percutaneous, and open surgery of congenital and acquired conditions of the urinary and reproductive systems and their contiguous structures. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE PROCEDURE/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request and then initial and date.

General urology

- Anterior pelvic exenteration
- Appendectomy as a component of a urologic procedure
- Bowel resection as a component of a urologic procedure
- Closure evisceration
- Continent reservoirs
- Enterostomy as a component of a urologic procedure
- Inguinal herniorrhaphy as related to a urologic operation
- Intestinal conduit
- Management of congenital anomalies of the genitourinary tract (presenting in adults),

Name: _____

Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

including

epispadias and hypospadias

- Microscopic surgery (epididymovasostomy and vasovasostomy)
- Open and minimal invasive (endoscopic) stone surgery on kidney, ureter, and bladder
- Percutaneous aspiration or tube insertion
- Performance and evaluation of urodynamic studies
- Performance of history and physical exam
- Surgery of the lymphatic system, including lymph node dissection (inguinal, retroperitoneal, or pelvic), excision of retroperitoneal cyst or tumor, and exploration of retroperitoneum
- Surgery of the prostate, including transrectal ultrasound-guided and other biopsy techniques, all forms of prostate resection or ablation, and all forms of prostatectomy
- Surgery of the testicle, scrotum, epididymis, and vas deferens, including biopsy, excision and reduction of testicular torsion, orchiopexy, orchiectomy, epididymectomy, vasectomy, vasovasostomy, and repair of injury
- Surgery of the ureter and renal pelvis, including uterolysis, insertion/removal of ureteral stent, and ureterocele repair (open or endoscopic)
- Surgery of the urethra, including treatment of urethral valves (open and endoscopic), urethral fistula repair (all forms, including grafting), urethral suspension procedures (including grafting, all material types), visual urethrotomy, sphincter prosthesis, and periurethral injections (e.g., collagen)
- Surgery of the urinary bladder for benign or malignant disease (including partial and complete resection), diverticulectomy and reconstruction, bladder instillation treatments, cystolithotomy, total or simple cystectomy, creation of neobladders, and repair of bladder injury and bladder neck suspension
- Surgery upon the adrenal gland, including adrenalectomy and excision of adrenal lesion
- Surgery upon the kidney, both open and laparoscopic, including total or partial nephrectomy, including radical transthoracic approach, renal surgery through established nephrostomy or pyelostomy, and open renal biopsy
- Surgery upon the penis, including circumcision, penis repair for benign or malignant disease, grafting, excision or biopsy of penile lesion, and insertion, repair, removal of penile prosthesis
- Ventral/flank herniorrhaphy as related to urologic operation

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

Special Non-Core Privileges (See Specific Criteria)
Non-core privileges are requested individually in addition to requesting the core. Each practitioner requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non-Core Privileges: Administration of Sedation and Analgesia

Administration of Sedation and Analgesia:

- Conscious Sedation** (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL
- Ketamine** (test required every 2 years)
- Propofol** (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills or department-approved extra training and experience
AND
2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Non-Core Privileges: Fluoroscopy

Fluoroscopy

Privilege to operate and/or supervise operation of fluoroscopy equipment.

Requirement: Current Fluoroscopy or Radiology X-Ray Supervisor and Operator Permit from CDPH.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 urological patients in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly preformed in the department. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested “non-core” privileges.
4. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
5. Completed FPPE forms must be submitted to the Credentialing Office.
6. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
7. **For low volume providers: please see separate FPPE/proctoring guidelines.**
8. **For more detailed information, please see separate FPPE/proctoring guidelines.**
9. **guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

PATHOLOGY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the ***“Requested”*** box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR PATHOLOGY

Initial Applicants: To be eligible to apply for privileges in Pathology, the applicant must meet the following criteria:

1. Successful completion of an Accreditation Council for Graduate Medical Education (ACGME)– or American Osteopathic Association (AOA)–accredited residency in clinical (laboratory) and/or anatomic pathology

AND
2. Current certification or board eligible leading to certification (with achievement of certification within the required time frame set forth by the respective Boards) in clinical and/or anatomic pathology by the American Board of Pathology or in anatomic pathology and/or laboratory medicine by the American Osteopathic Board of Pathology.

AND
3. Documented current experience: Equivalent of 6 months of full-time pathology services, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME– or AOA–accredited residency or clinical fellowship within the past 24 months. Please provide clinical activity log.

Renewal of Privileges: To be eligible to renew privileges in Pathology, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.

AND
2. Current documented competence and an adequate volume of experience [equivalent of 6 months of full-time pathology services] with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Core Privileges: Anatomic Pathology

Requested: Patient diagnosis, ordering, consultation, and laboratory medical direction in the following disciplines: surgical pathology (including intraoperative consultations), cytopathology, autopsy pathology, molecular pathology, and associated ancillary studies. Adherence to medical staff policy regarding emergency and consultative call services.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

The core privileges include the procedures listed on the attached privileges list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair

Core Privileges: Clinical Pathology

- Requested:*** Patient diagnosis, ordering, consultation, and laboratory medical direction in the following clinical pathology disciplines: hematology and coagulation, blood bank and immunohematology, microbiology, serology, molecular pathology, clinical chemistry (including the subdivisions of special chemistry, automated chemistry, endocrinology, radioimmunoassay, toxicology, and electrophoresis), clinical microscopy, and other routine clinical pathology functions. Adherence to medical staff policy regarding emergency and consultative call services.

The core privileges include the procedures listed on the attached privileges list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair

QUALIFICATIONS FOR CYTOPATHOLOGY

Initial Applicants: To be eligible to apply for privileges in cytopathology, the applicant must meet the following criteria:

1. Documentation of successful completion of an accredited ACGME or AOA residency in anatomic pathology,
- AND
2. Documented current experience: Equivalent of 6 months of full-time cytopathology services, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME– or AOA–accredited residency or clinical fellowship within the past 24 months
- AND
3. Documentation of successful completion of CAP Pap proficiency test within the last 12 months

Renewal of Privileges: To be eligible to renew privileges in cytopathology, the applicant must

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

meet the following criteria:

1. Current documented competence and an adequate volume of experience [equivalent of 6 months of full-time services] with acceptable results, reflective of the scope of the privileges requested, within the past 24 months, based on results of ongoing professional practice evaluation and outcomes.

AND

2. Documentation of successful completion of CAP Pap proficiency test within the last 12 months

Core Privileges: Cytopathology

- Requested:** Diagnosis of human disease by means of the study of cells (from all systems and areas of the body) obtained from body secretions and fluids by scraping, washing, or sponging the surface of a lesion or by the aspiration of a tumor mass or body organ with a fine needle. Adherence to medical staff policy regarding emergency and consultative call services.

The core privileges include the procedures listed on the attached privileges list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair

Non-Core Privileges (See Specific Criteria)
 Non-core privileges are requested individually in addition to requesting the core. Each individual requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant or reapplicant.

Non-Core Privileges: Bone Marrow Biopsy

- Requested:** Bone Marrow Biopsy

Criteria for Initial Request:

1. Successful completion of an ACGME- or AOA-accredited postgraduate training in

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

anatomic and/or cytopathology that included training in bone marrow biopsy.

AND

2. Documented current competence and evidence of the performance of 10 bone marrow biopsies within the past 24 months or completion of training within the past 24 months.

Criteria for Renewal of Privileges:

Documented current competence and evidence of the performance of 10 bone marrow biopsies in the past 24 months based on results of ongoing professional practice evaluation and outcomes.

CORE PROCEDURES LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of competency, please strike through the procedures that you do not wish to request, and then initial and date.

Anatomic Pathology

- Grossing of surgical specimens
- Autopsy
- Frozen section including processing and interpretation
- Intraoperative consultation for gross examination and evaluation of surgical margins for tumor
- On-site adequacy evaluation for renal and other image-guided biopsies

Cytopathology

- Fine-needle aspiration procedures)
- Interpretation of Papanicolaou-stained smears

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. At least 40 cases of surgical pathology.
2. At least 10 cases of Gyn cytology.
3. At least 10 cases of Non-GYN cytology.
4. At least 1 autopsy (when applicable).
5. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested non-core privileges.
6. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
7. Completed FPPE forms must be submitted to the Credentialing Office.
8. It is the applicant's ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
9. **For low volume providers: please see separate FPPE/proctoring guidelines.**
10. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 10, 2020

Subject: Appropriation Adjustment for Replacement of One Vehicle in EHSD

RECOMMENDATION(S):

APPROVE Appropriation and Revenue Adjustment No. 005004 and AUTHORIZE the transfer of appropriations from Employment and Human Services Department (EHSD), Fund 100300 and appropriate it to Fleet Internal Service Fund (ISF), Auto and Trucks (Fleet), Fund 150100 in the amount of \$29,415 for the purchase of one replacement vehicle (2002 Ford Taurus Asset #0327).

FISCAL IMPACT:

The replacement of non-ISF vehicle will be funded 100% through EHSD Administration's budgeted funds (100% County). The replacement of a vehicle not in the ISF is initially funded with 100% county General Funds. The vehicle is then placed in the ISF and usage charges (routine maintenance, mileage, fuel) are transferred from the ISF to EHSD. EHSD will claim these costs as general operating costs; they will be spread across all programs and funded with 58% Federal, 36% State, and 6% County funds. Vehicles in the ISF in need of replacement are purchased with ISF funds.

BACKGROUND:

The Employment and Human Services Department (EHSD) Administration is

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020**
 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: November 10, 2020

Contact: Chris Dunn
925-608-4859

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

retiring one vehicle and needs to replace this vehicle. The vehicle being retired is in need of costly repairs that would exceed the value of the vehicle. The vehicle to be retired is a non-ISF vehicle. EHSD Admin will replace this vehicle with an ISF vehicle purchase through the Public Works Department. This board order authorizes the transfer of appropriations from EHSD to the appropriate Public Works account.

CONSEQUENCE OF NEGATIVE ACTION:

The Employment and Human Services Department would not be able to purchase the vehicle to replace the retired vehicle for the Workforce Services Bureau (WFS). WFS staff would be restricted in their ability to respond to the needs of their customers in need of County services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

TC 24/27 5004

CONTRA COSTA COUNTY
 APPROPRIATION ADJUSTMENT
T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR CONTROLLER

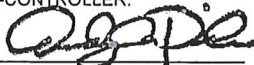
ACCOUNT CODING

DEPARTMENT : DEPT 0504 - WORKFORCE SERVICES

ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
5452	5011	REIMBURSEMENTS-GOV/GOV			29,415	00
5452	2310	NON CNTY PROF SPECLZD SVCS	29,415	00		
TOTALS					29,415	00
					29,415	00

APPROVED

AUDITOR-CONTROLLER:

BY:  DATE 10/20/20

COUNTY ADMINISTRATOR:

BY:  DATE 10/30/20

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

To adjust appropriate expenditures to ISF Fleet Services for FY 20/21 for the replacement by EHSD - Workforce Services Bureau of vehicle #0327 with one Toyota Camry Sedan. Vehicle #0327 has exceeded it's useful life, costly repairs would be needed at this time.



Erik Brown

DFO

10/26/2020

SIGNATURE

TITLE

DATE

APPROPRIATION

APOO

5004

ADJ. JOURNAL NO.

CONTRA COSTA COUNTY
 APPROPRIATION ADJUSTMENT
T/C 27

AUDITOR-CONTROLLER USE ONLY
 FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS
 COUNTY ADMINISTRATOR
 AUDITOR CONTROLLER

ACCOUNT CODING		DEPARTMENT : DEPT 0064 - ISF FLEET SERVICES				
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
4284	4953	AUTOS & TRUCKS			29,415	00
TOTALS				0 00	29,415	00

APPROVED

AUDITOR-CONTROLLER:
 BY: DATE 10/28/20

COUNTY ADMINISTRATOR:
 BY: DATE 10/30/20

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

To adjust appropriated expenditures to ISF Fleet Services for FY 20/21 for the replacement by EHSD of vehicle #0327 with one Toyota Camry Sedan. Vehicle #0327 has exceeded it's useful life, costly repairs would be needed at this time.

Erik Brown DFO 10/26/2020
 SIGNATURE TITLE DATE

APPROPRIATION APOO 5004
 ADJ. JOURNAL NO.

**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 : DEPT 0064 - ISF FLEET SERVICES


ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
4284	9951	REIMBURSEMENTS-GOV/GOV	29,415	00	
TOTALS			29,415	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY:  DATE 10/29/20

COUNTY ADMINISTRATOR:

BY:  DATE 10/30/20

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

To adjust estimated revenue for ISF Fleet Services for FY 20/21 for the replacement by EHSD of vehicle #0327 with one Toyota Camry Sedan. Vehicle #0327 has currently it's useful life, costly repairs would be needed at this time.



Erik Brown

DFO

10/26/2020

SIGNATURE

TITLE

DATE

REVENUE ADJ.

RAOO

5004

JOURNAL NO.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Memorandum of Agreement #28-940 with City of San Pablo

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Service Director, or designee to execute Memorandum of Agreement (MOA) #28-940 with City of San Pablo including mutual indemnification, to allow the Health Services Department to use of the City’s Davis Park Multi-Purpose Room for COVID-19 testing, for the period November 16, 2020 through June 30, 2021.

FISCAL IMPACT:

There is no cost to the County associated with signing this MOA.

BACKGROUND:

The City of San Pablo has agreed based upon the public health emergency to allow the County to provide COVID-19 testing services at its Davis Park Multi-Purpose Room located at 1667 Folsom Avenue, San Pablo, California. This MOA includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this MOA is not approved fewer COVID-19 tests will be performed which could increase the number of deaths in Contra Costa County.

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Randy Sawyer,
925-335-3210

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

By: , Deputy

cc: Randy Sawyer, Marcy Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Establish project classifications and Add varied positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25641 to establish nine (9) project classifications and add 37 positions in the Health Services Department as listed below:

- Establish Clinical Laboratory Scientist II-Project (VHV1) (represented) at salary plan and grade level TC5-1809 (\$8,282 - \$10,067), and
- Establish Material Manager-Project (VCG1) (represented) at salary plan and grade level ZA5-1604 (\$6,439 - \$7,827) and add one (1) position; and
- Establish Material Management Supervisor-Project (VCH1) (represented at salary plan and grade level ZA5-1407 (\$5,298 - \$6,439) and add one (1) position; and
- Establish Buyer I-Project (STW1) (represented) at salary plan and grade level ZB5-1245 (\$4,513 - \$5,485) and add two (2) positions; and
- Establish Public Health Microbiologist-Project (V0W1) (represented) at salary plan and grade level TC5-1525 (\$6,550 - \$7,961) and add two (2) positions; and
- Establish Clinical Laboratory Scientist I-Project (VHW1) (represented) at salary plan and grade level TC5-1763 (\$7,537) and add two (2) positions; and
- Establish Health Services Administrator-Level B – Project (VAN1, VAN2, VAN3) (represented) at salary plan and grade level ZB2-1323 (\$5,022 - \$8,230) and add five (5) positions; and
- Establish Storeroom Clerk-Project (91W1) (represented) at salary plan and grade level TB5-0916 (\$3,258 - \$3,960) and add one (1) position; and

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Jo-Anne Linares, (925) 957-5240

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

By: , Deputy

cc: Jo-Anne Linares, Dorette McCollum, Josh Sullivan, Erika Jenssen

RECOMMENDATION(S): (CONTD)

>

- Establish Driver Clerk-Project (9QW1) (represented) at salary plan and grade level TB5-1026 (\$3,633 - \$4,416) and add one (1) position; and
- Add one (1) Institutional Services Worker-Project (1KV1) (represented) at salary plan and grade level TB5-0922 (\$3,277 - \$3,984); and
- Add fifteen (15) Registered Nurse-Project (VWX5) (represented) at salary plan and grade level L32-1880 (\$9,902 - \$12,367); and
- Add two (2) Laboratory Technician-Project (V092) (represented) at salary plan and grade level TC5-1095 (\$3,890 - \$4,728); and
- Add one (1) Public Health Nurse Program Manager (VWHL) (represented) at salary plan and grade level ZXV-1006 (\$11,217 - \$13,635); and
- Add two (2) Administrative Aide-Project (AP73) (unrepresented) at salary plan and grade level C85-0972 (\$3,445, - \$5,344); and
- Add one (1) Secretary Advanced Level-Project (J3X2) (represented) at salary plan and grade level 3R2-1163 (\$4,286 - \$5,487).

FISCAL IMPACT:

There is an annual cost of approximately \$6,841,237 with pension costs of \$1,551,351 already included This action will be funded through the CARES Act (100% Federal).

BACKGROUND:

Due to the COVID-19 pandemic, the Health Services emergency response team requires additional staff to continue to care for COVID-19 patients and maintain a safety net for all County residents. These requested positions may be allocated to patient care, laboratory testing, case investigation and contact tracing, consultation on outbreaks. education and guidance to individuals and families in terms of prevention of transmission, and continued disease surveillance and gathering of critical information to gauge and plan the response to COVID-19 disease.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa Health Services will not have the required staff necessary to respond to the COVID-19 emergency which will adversely affect the health and safety of all County residents.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 25641 HSD

P300 Attachment #1

POSITION ADJUSTMENT REQUEST

NO. 25641
DATE 10/27/20
Department No./
Agency No. A18

Department Health Services

Budget Unit No. 0450 Org No. 5752

Action Requested: Establish nine (9) project classifications and add 37 positions in the Health Services Department - See P300 Attachment #1.

Proposed Effective Date: 11/11/2020

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

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

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

Total annual cost \$6,441,203 Net County Cost 0
Total this FY \$3,757,368 N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% Federal funding

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

Jo-Anne Linares

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

11/3/2020

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE

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

Effective: [x] Day following Board Action.
[] (Date)

Brianna Barker

11/05/2020

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 11/5/2020

- [x] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[] Other:

Emil Mendoza
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [] DISAPPROVED []

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

DATE

BY

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department Health Services Dept.

Date 10/27/20

No. 25641

1. Project Positions Requested:
37
2. Explain Specific Duties of Position(s)
Perform duties/responsibilities in response to the COVID Pandemic
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
CARES Act funds/ Other applicable federal emergency funding sources
4. Duration of the Project: Start Date Nov 2020 End Date Nov 2021
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 implicationsThe County will not have sufficient staff in response to COVID Pandemic
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

P300 ATTACHMENT #1 BOS Agenda: November 10, 2020
HEALTH SERVICES DEPARTMENT
COVID-19 UNIT (0450/5752)
ESTABLISH PROJECT CLASSIFICATIONS and ADD 37 POSITIONS

ESTABLISH THE FOLLOWING CLASSIFICATION:

- Clinical Laboratory Scientist II-Project (VHV1)

ESTABLISH THE FOLLOWING CLASSIFICATIONS AND ADD:

- Material Manager-Project (VCG1) and add ONE (1) position
- Material Management Supervisor-Project (VCH1) and add ONE (1) position
- Buyer I-Project (STW1) and add TWO (2) positions
- Public Health Microbiologist-Project (V0W1) and add TWO (2) positions
- Clinical Laboratory Scientist I-Project (VHW1) and add TWO (2) positions
- Health Services Administrator-Level B – Project (VAN1, VAN2, VAN3) and add FIVE (5) positions
- Storeroom Clerk-Project (91W1) and add ONE (1) position
- Driver Clerk-Project (9QW1) and add ONE (1) position

ADD THE FOLLOWING POSITIONS:

- ONE (1) Institutional Services Worker-Project (1KV1)
- FIFTEEN (15) Registered Nurse-Project (VWX5)
- TWO (2) Laboratory Technician-Project (V092)
- ONE (1) Public Health Nurse Program Manager (VWHL)
- TWO (2) Administrative Aide-Project (AP73)
- ONE (1) Secretary Advanced Level-Project (J3X2)



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 10, 2020

Subject: Add five Eligibility Work Supervisor (XHHA), thirty-seven Eligibility Worker III (XHTB), and eleven Social Svc Prog Assisant (XOSA) classifications

RECOMMENDATION(S):

Adopt Position Adjustment Resolution No. 25642 to add five (5) Eligibility Work Supervisor I (XHHA) (represented) at Salary Plan and Grade KKK 1506 (\$5,829 - \$7,443), thirty-seven (37) Eligibility Worker III (XHTB) (represented) at Salary Plan and Grade 255 1334 (\$4,928 - 5,990), and eleven (11) Social Services Program Assistant (XOSA) (represented) at Salary Plan and Grade 255 1384 (\$5,178 - \$6,294) positions in the Employment and Human Services Department, Workforce Services Bureau.

FISCAL IMPACT:

The Employment and Human Services Department (EHSD) is proposing to add 53 permanent Full-time Equivalents (FTE's) to the Workforce Services Bureau, the annual cost of these positions would be \$5,771,975, including \$1,823,944 in pension costs. The cost would be funded with 49% federal, 50% state, and 1% county; with no request for additional County General funds. The Employment and Human Services Department (EHSD) has received additional fiscal year 20-21 state and federal CalWORKs Single Allocation Funding in the amount of \$10,506,413 and additional federal and state CalFresh Funding of \$4,862,515. CalWORKs revenues of \$675,033 and CalFresh revenues of \$675,033 will be appropriated to fund these additional positions, with the balance of \$4,421,909 being

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Michelle Fregoso,
925-608-5025

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

By: , Deputy

cc: Michelle Fregoso

FISCAL IMPACT: (CONT'D)

funded within EHSD's existing appropriated Medi-Cal revenues. Additional CalFresh revenues above the amount for these positions will be included in EHSD's overall mid-year appropriation adjustments. Additional CalWORKs revenues above the amount for these positions may be included in EHSD's overall mid-year appropriation adjustments.

BACKGROUND:

The Employment and Human Services Department has experienced significant caseload and workload growth, adding over 14,000 Medi-Cal and 12,000 CalFresh cases. The total of applications received monthly since the start of the Pandemic exceeds the pre-COVID monthly average spanning the previous 18 months. Additionally, there is a significant Medi-Cal recertification backlog resulting from our understaffing. These positions are required to mitigate the current and ongoing workload and to deliver timely services to the community impacted by the current economic reality.

CONSEQUENCE OF NEGATIVE ACTION:

The Employment and Human Services Department is at risk of not meeting State and Federal mandated application and recertification processing time frames if not appropriately staffed for the current workload. Services for the residents of Contra Costa County are at risk of being delayed. Maintaining the current staffing level will also result in failure to expend federal and state program allocations and draw down corresponding revenues.

CHILDREN'S IMPACT STATEMENT:

This action of adding five (5) Eligibility Work Supervisors, thirty-seven (37) Eligibility Worker III, and eleven (11) Social Service Program Assistant positions to Workforce Service Bureau will support one of the five Contra Costa County's community outcomes – Outcome 3- Families that are Economically Self-Sufficient.

ATTACHMENTS

Fiscal Analysis

AIR 43598_P300 25642 -Add positions WFS - BOS 11.10.20

ASSIST Request - 57052

Date:	9-Oct-20	Annualization Factor	12	Benefit Percentage	62.53%	Pension Percentage	31.60%	County Cost Increase (Decrease)
-------	----------	----------------------	----	--------------------	--------	--------------------	--------	---------------------------------

Budget Unit/Bureau No: 504 xxxx

Currently filled by: VACANT

Requests for new positions

	Soc Svc Program Assistant		# of positions	
Classification			11	
Budgeted Monthly Salary	\$	5,709	\$	62,795.22
Benefit Amount	\$	3,570	\$	39,265.85
Salary + Benefit	\$	9,278	\$	102,061.08
Annualized Sal+ Ben Cost	\$	111,339	\$	1,224,732.95
Effective Mo's		12		
Upcoming Yr. Cost	\$	111,339	\$	1,224,732.95
Federal Percentage		46.00%		
Federal Cost	\$	51,216	\$	563,377.16
State Percentage		48.00%		
State Cost	\$	53,443	\$	587,871.81
Other Funding 100%	\$	-		
County Percentage		6.00%		
County Cost	\$	6,680	\$	73,483.98
Annual Pension Cost	\$	35,183	\$	387,015.61

OLD POSITION (Old Organization No. 0502)

Old Position Num			
Classification			
Budgeted Monthly Salary	\$	-	
Benefit Amount	\$	-	
Salary + Benefit	\$	-	
Annualized Sal+ Ben Cost	\$	-	
Current Yr. Effective Mo's			
Current Yr. Cost	\$	-	
Federal Percentage			
Federal Cost	\$	-	\$ 563,377
State Percentage			
State Cost	\$	-	\$ 587,872
Other Funding 100%	\$	-	
County Percentage			
County Cost	\$	-	\$ 73,484
Annual Pension Cost	\$	-	\$ 387,016

N/A
New position request

Fiscal Analyst: Tracy Story

Explanation: Requesting to add 11 Soc Svc Program Assistant positions, benefitting multiple programs. Medi-Cal and CalWORKS received additional funding in FY 20-21 than was initially budgeted and can support the cost. Additional net county cost is not being requested.

Step 1	5,177.92	
Step 2	5,436.82	
Step 3	5,708.66	
Step 4	5,994.09	
Step 5	6,293.79	
Federal		46%
State*		48%
State 2011 Realign		
State 91/92 Realign		
Fed/Health		
County		6%
		100%

Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Federal	
State	
State 2011 Realign	
State 91/92 Realign	
Fed/Health	
County	
0%	

Note:
* State percentage includes: CalWORKs State portion and Medi-Cal funding

ASSIST Request - 57053

Date:	9-Oct-20	Annualization Factor	12	Annualization Factor	12	County
Annualization Factor	12	Benefit Percentage	62.53%	Benefit Percentage	62.53%	Cost
Benefit Percentage	62.53%	Pension Percentage	31.60%	Pension Percentage	31.60%	Increase
Pension Percentage	31.60%					(Decrease)

Budget Unit/Bureau No: 504 **xxxx**

Currently filled by: VACANT

Requests for new position

	Eligibility Work Supervisor I	xxxx	OLD POSITION (Old Organization No. 0502)		
Classification			Classification		
Budgeted Monthly Salary	\$ 6,426		Budgeted Monthly Salary	-	
Benefit Amount	\$ 4,018		Benefit Amount	-	
Salary + Benefit	\$ 10,444		Salary + Benefit	-	
Annualized Sal+ Ben Cost	\$ 125,333		Annualized Sal+ Ben Cost	-	
Effective Mo's	12		Current Yr. Effective Mo's	-	
Upcoming Yr. Cost	\$ 125,333		Upcoming Yr. Cost	-	
Federal Percentage	46.00%		Federal Percentage	-	
Federal Cost	\$ 57,653		Federal Cost	\$ -	\$ 57,653
State Percentage	48.00%		State Percentage	-	
State Cost	\$ 60,160		State Cost	\$ -	\$ 60,160
Other Funding 100%	-		Other Funding 100%	-	
County Percentage	6.00%		County Percentage	-	
County Cost	\$ 7,520		County Cost	\$ -	\$ 7,520
Annual Pension Cost	\$ 39,605		Annual Pension Cost	\$ -	\$ 39,605

N/A
 New position
 request

Fiscal Analyst: Tracy Story

Explanation: Requesting to add one Eligibility Work Supervisor I to oversee SSPAs, benefitting multiple programs. Medi-Cal and CalWORKs received additional funding in FY 20-21 than was initially budgeted and can support the cost. Additional net county cost is not requested.

Step 1	5,828.71
Step 2	6,120.15
Step 3	6,426.15
Step 4	6,747.46
Step 5	7,084.83
Step 6	7,439.08
Step 7	7,811.03

Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

Federal	46%
State*	48%
State 2011 Realign	
State 91/92 Realign	
Fed/Health	
County	6%
<hr/>	
	100%

Federal	
State	
State 2011 Realign	
State 91/92 Realign	
Fed/Health	
County	
<hr/>	
	0%

Note:
 * State percentage includes: CalWORKs State portion and Medi-Cal funding

ASSIST Request - 57050

Date:	9-Oct-20			County
Annualization Factor	12	Annualization Factor	12	Cost
Benefit Percentage	62.53%	Benefit Percentage	62.53%	Increase
Pension Percentage	31.60%	Pension Percentage	31.60%	(Decrease)

Budget Unit/Bureau No: 504 xxxx

Currently filled by: VACANT

Request for new positions

	Eligibility Worker III	# of positions	
Classification		37	
Budgeted Monthly Salary	\$ 5,433	\$	201,018
Benefit Amount	\$ 3,397	\$	125,697
Salary + Benefit	\$ 8,830	\$	326,715
Annualized Sal+ Ben Cost	\$ 105,962	\$	3,920,577
Effective Mo's	12		
Upcoming Yr. Cost	\$ 105,962	\$	3,920,577
Federal Percentage	0.00%		
Federal Cost	\$ -	\$	-
State Percentage	100.00%		
State Cost	\$ 105,962	\$	3,920,577
Other Funding 100%	\$ -		
County Percentage	0.00%		
County Cost	\$ -	\$	-
Annual Pension Cost	\$ 33,484	\$	1,238,902

OLD POSITION (Old Organization No. 0502)

Old Position Num			
Classification			
Budgeted Monthly Salary			-
Benefit Amount			-
Salary + Benefit			-
Annualized Sal+ Ben Cost			-
Current Yr. Effective Mo's			
Current Yr. Cost			-
Federal Percentage			
Federal Cost	\$ -	\$	-
State Percentage			
State Cost	\$ -	\$	3,920,577
Other Funding 100%			
County Percentage			
County Cost	\$ -	\$	-
Annual Pension Cost	\$ -	\$	1,238,902

N/A
New position request

Fiscal Analyst: Tracy Story

Explanation: Request is to add 37 new Eligibility Worker III positions for the Medi-Cal program. This program is 100% State funded and results in no additional net county cost.

- Step 1 4,927.82
- Step 2 5,174.21
- Step 3 5,432.92
- Step 4 5,704.57
- Step 5 5,989.80

- Step 1
- Step 2
- Step 3
- Step 4
- Step 5
- Step 6
- Step 7
- Step 8
- Step 9
- Step 10
- Step 11

Federal	100%
State	
State 2011 Realign	
State 91/92 Realign	
Fed/Health	
County	0%
<hr/>	
	100%

Federal	
State	
State 2011 Realign	
State 91/92 Realign	
Fed/Health	
County	0%
<hr/>	
	0%

ASSIST Request - 57051

Date:	9-Oct-20	Annualization Factor	12	Annualization Factor	12	County Cost
Benefit Percentage	62.53%	Benefit Percentage	62.53%	Benefit Percentage	62.53%	Increase
Pension Percentage	31.60%	Pension Percentage	31.60%	Pension Percentage	31.60%	(Decrease)

Budget Unit/Bureau No: 504 xxxx

Currently filled by: VACANT

Request for new positions

Classification	Eligibility Work Supervisor I	# of positions
		4
Budgeted Monthly Salary	\$ 6,426	\$ 25,704.61
Benefit Amount	\$ 4,018	\$ 16,073.09
Salary + Benefit	\$ 10,444	\$ 41,777.70
Annualized Sal+ Ben Cost	\$ 125,333	\$ 501,332.45
Effective Mo's	12	
Upcoming Yr. Cost	\$ 125,333	\$ 501,332.45
Federal Percentage	0.00%	
Federal Cost	\$ -	\$ -
State Percentage	100.00%	
State Cost	\$ 125,333	\$ 501,332.45
Other Funding 100%	\$ -	\$ -
County Percentage	0.00%	
County Cost	\$ -	\$ -
Annual Pension Cost	\$ 39,605	\$ 158,421.06

OLD POSITION (Old Organization No. 0502)

Classification	Old Position Num	# of positions
		N/A
Budgeted Monthly Salary		-
Benefit Amount		-
Salary + Benefit		-
Annualized Sal+ Ben Cost		-
Effective Mo's		
Upcoming Yr. Cost		-
Federal Percentage		
Federal Cost	\$ -	\$ -
State Percentage		
State Cost	\$ -	\$ 501,332
Other Funding 100%		
County Percentage		
County Cost	\$ -	\$ -
Annual Pension Cost	\$ -	\$ 158,421

N/A
New position request

Fiscal Analyst: Tracy Story

Explanation: Request is to add 4 new Eligibility Work Supervisor I positions for the Medi-Cal program. This program is 100% State funded and results in no additional net county cost.

Step 1	5,828.71		Step 1	
Step 2	6,120.15		Step 2	
Step 3	6,426.15		Step 3	
Step 4	6,747.46		Step 4	
Step 5	7,084.83		Step 5	
Step 6	7,439.08		Step 6	
Step 7	7,811.03		Step 7	
			Step 8	
			Step 9	
			Step 10	
			Step 11	
Federal	100%		Federal	
State	0%		State	
State 2011 Realign			State 2011 Realign	
State 91/92 Realign			State 91/92 Realign	
Fed/Health			Fed/Health	
County	0%		County	
	<u>100%</u>			<u>0%</u>

10/8/2020: Request for 53 new positions

Breakdown:

- 11 SSPAs MultiProgram
- 1 EW Supervisor MultiProgram
- 37 EWs Medi-Cal
- 4 EW Supervisor Medi-Cal

SSPA	Step	Salary	Increase	Total
	1	5,177.92	1.05	5,436.82
	2	5,436.82	1.05	5,708.66
	3	5,708.66	1.05	5,994.09
	4	5,994.09	1.05	6,293.79
	5	6,293.79	1.05	6,608.48

EW Sup	Step	Salary	Increase	Total
	1	5,828.71	1.05	6,120.15
	2	6,120.15	1.05	6,426.15
	3	6,426.15	1.05	6,747.46
	4	6,747.46	1.05	7,084.83
	5	7,084.83	1.05	7,439.08
	6	7,439.08	1.05	7,811.03
	7	7,811.03	1.05	8,201.58

EW III	Step	Salary	Increase	Total
	1	4,927.82	1.05	5,174.21
	2	5,174.21	1.05	5,432.92
	3	5,432.92	1.05	5,704.57
	4	5,704.57	1.05	5,989.80
	5	5,989.80	1.05	6,289.29

Salary data by classification: (source: PS Salary Schedule from HR Website, dated 8/6/2020) - USED for P300

Multi-Program													Total Cost - Annual	Total Cost - 6 mths
	Min	Max	# of steps	STEP 3	*62.53%	Total Monthly	Annually	# of positions requested	Federal	State	County			
SSPA	5,178	6,294	5	5,709	3,570	9,278	111,339	11	563,377	587,872	73,484		1,224,733	612,366
EW Sup	5,829	7,444	7	6,426	4,018	10,444	125,333.11	1	57,653	60,160	7,520		125,333	62,667
							236,672		621,030	648,032	81,004		1,350,066	675,033

Medi-Cal													Total Cost - Annual	Total Cost - 6 mths
	Min	Max	# of steps	STEP 3	*62.53%	Total Monthly	Annually	# of positions requested	Federal	State	County			
EW III	4,928	5,990	5	5,433	3,397	8,830	105,961.53	37	-	3,920,577	-		3,920,577	1,960,288
EW Sup	5,829	7,444	7	6,426	4,018	10,444	125,333	4	-	501,332	-		501,332	250,666
							105,962			3,920,577			4,421,909.02	1,960,288

Total Cost \$ 5,771,975.08

Salary data by classification: (source: PS Mod1, dated 9/1/2020) - For comparison only

	Avg Step 3	*62.53%	Total Monthly	Annually	# of positions requested	Total Cost - Annual	Total Cost - 6 mths
SSPA	5,708.66	3,569.63	9,278.29	111,339.42	11	1,224,733.63	612,366.82
EW Sup	6,426.15	4,018.27	10,444.42	125,333.06	5	626,665.30	313,332.65
EW III	5,432.92	3,397.20	8,830.12	105,961.50	37	3,920,575.44	1,960,287.72
				342,633.98		5,771,974.37	2,885,987.19

POSITION ADJUSTMENT REQUEST

NO. 25642
DATE 10/29/2020

Department Employment and Human Services Department No./
Budget Unit No. 0588 Org No. 1401 Agency No. A19

Action Requested: Add five (5) Eligibility Work Supervisor I (XHHA) (represented), thirty-seven (37) Eligibility Worker III (XHTB) (represented), and eleven (11) Social Services Program Assistant (XOSA) (represented) positions in the Employment & Human Services Department, Workforce Services Bureau

Proposed Effective Date: 11/17/2020

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 \$5,771,975.00 Net County Cost \$0.00
Total this FY \$5,771,975.00 N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 50% State 49% Federal 1% County

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

Michelle Fregoso 925-608-5025

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dennis Bozanich

10/30/2020

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/30/2020

Add five (5) Eligibility Work Supervisor I (XHHA) (represented) at Salary Plan and Grade KX 1506 (\$5,829-\$7,443), thirty-seven (37) Eligibility Worker III (XHTB)(represented) at Salary Plan and Grade 255 1334 (\$4,928-5,990), and eleven (11) Social Services Program Assistant (XOSA)(represented) at Salary Plan and Grade 255 1384 (\$5,178-\$6,294) positions in the Employment & Human Services Department, Workforce Services Bureau

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

Effective: Day following Board Action.

_____(Date)

Amanda Monson

10/30/2020

(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 10/30/2020

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: November 10, 2020

Subject: Lease Amendment for 2500 Bates Avenue, Suite B, Concord, for Health Services Department Whole Person Care Program.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with Merced Bar, LLC, for the office space located at 2500 Bates Avenue, Concord, to extend the term of the lease through June 30, 2026, at an initial monthly rent of \$62,071 for the first year with annual increases thereafter, for continued occupancy by Health Services-Whole Person Care Program.

FISCAL IMPACT:

49% Community Connect/Whole Person Care, 22% Healthcare for Homeless, 21% Clinic Services, and 8% School-Based Clinics.

BACKGROUND:

This space has served as the office for the Public Health Administrator and Clinic Services of the Health Services Department since February 2017. The space continues to meet the requirements of the Public Health Administration. By extending the lease term and allowing the Public Health Administration to continue its operation at this location, the County will save money in relocation expenses. In addition, this location is currently serving as one of the County's COVID-19 Drive-Thru testing sites.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Julin Perez, 925.
957-2460

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this lease amendment is not approved, the Public Health Administration's operation will have to relocate, and the County will incur greater expenses.

ATTACHMENTS

Lease Amendment

SECOND AMENDMENT TO LEASE

**Health Services Department
2500 Bates Avenue, Suite B
Concord, California**

This Second Amendment to Lease is dated November 10, 2020, and is between MERCED BAR, LLC, a Delaware limited liability company (the “**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. Lessor and County are parties to a lease dated April 16, 2013, as amended by a First Amendment to Lease dated February 28, 2017, under which the County leases approximately 37,209 square feet of floor space in a building located at 2500 Bates Avenue, Concord, California (the “**Lease**”).
- B. County and Lessor desire to amend the Lease to extend its term and modify certain provisions.

The parties therefore agree to amend the Lease as follows:

Agreement

- 1. The following terms have the following meanings:
 - a. “**Additional Rent**” means in each calendar year (or portion thereof) during the Term, an amount equal to the sum of (i) the Excess Amount of Premises Charges, plus (ii) the County’s Proportionate Share of the Excess Amount of Insurance Expense, plus (iii) the County’s Proportionate Share of the Excess Amount of Real Property Taxes, plus (iv) the County’s Proportionate Share of the Excess Amount of CAM Charges.
 - b. “**Base Year**” means calendar year 2020.
 - c. “**Building**” means the single-story building located on the Property.
 - d. “**CAM Charges**” means common area maintenance charges and includes (i) all actual costs and expenses incurred by Lessor to operate, repair and maintain the Common Area, clean and remove trash from the Common Area and to provide security to the Common Area, and (ii) a property management fee that is equal to no more than 10% of the total CAM Charges, excluding the property management fee; provided, however, CAM Charges excludes Excluded Expenses.

- e. “**Common Area**” means those areas within the Building and the real property upon which the Building is sited, including the Building’s entrances, walkways, sidewalks, drives, parking facilities, exterior lighting, landscaping and other areas that are not leased or held for lease that serve the Building and are necessary or desirable for County’s full use and enjoyment of the Premises.
- f. “**Excess Amount of CAM Charges**” means the amount by which the cost of CAM Charges actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for CAM Charges in the Base Year.
- g. “**Excess Amount of Insurance Expense**” means the amount by which the cost of Insurance actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Insurance in the Base Year.
- h. “**Excess Amount of Premises Charges**” means the amount by which the cost of Premises Charges actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Premises Charges in the Base Year.
- i. “**Excess Amount of Real Property Taxes**” means the amount by which the cost of Real Property Taxes actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Real Property Taxes in the Base Year.
- j. “**Excluded Expenses**” means (i) payments on any loans or ground leases affecting the Building or Property, (ii) depreciation of the Building or any major systems of the Building service equipment, (iii) all costs and expenses associated with leasing to other tenants, including tenant improvement allowances, attorneys’ fees, brokerage commissions, and architectural fees, (iv) any costs incurred in complying with hazardous materials laws, (v) income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes or other taxes personal to Lessor, and (vi) costs to maintain or repair the roof or exterior shell of the Building.
- k. “**Insurance**” means the insurance required by Section 16.b. (Commercial General Liability Insurance), Section 16.d. (Excess Liability), and Section 16.e. (Property Insurance).
- l. “**Premises Charges**” means charges for (i) utilities provided to the Premises, including gas, electricity, and water, (ii) janitorial services and cleaning supplies provided to the Premises, (iii) trash collection from receptacle(s) designated to the Premises, (iv) building systems that are separately metered to, or used exclusively by, the Premises, including lighting, plumbing, HVAC, security, data, fire/life safety, and UPS and electrical systems, including a backup power generator, (v) pest and rodent control provided to the Premises and (vi) other costs to maintain or repair the Premises that are not Excluded Expenses and are approved in advance by the County.

- m. “**Property**” means the real property located at 2500 Bates Avenue in Concord, California that is identified as “Parcel 2” on Exhibit A attached hereto.
- n. “**Proportionate Share**” means the ratio, expressed as a percentage, of the square feet of the Premises to the total square footage of the Building and any other building(s) that utilize any portion of the Common Area. As of the date of this Lease, the parties estimate that County’s Proportionate Share of the Building is 33.02%.
- o. “**Real Property Taxes**” means and includes all taxes and assessments levied or assessed upon the Building and the real property upon which it is situated, any state or local business taxes or fees measured by or assessed upon gross rentals or receipts, and other governmental charges, general and special, including, without limitation, assessments for public improvements or benefits that are, during the Term of this lease, assessed, levied, and imposed by any government authority upon the Building and the real property upon which it is situated. Real Property Taxes do not include any late fees or penalties, any municipal, county, State or Federal net income, estate, succession, inheritance, sales, use, or franchise taxes of Lessor or documentary transfer taxes.

2. Section 2. Term, is deleted in its entirety and replaced with the following:

- 2. Term. The “**Term**” of this Lease is comprised of an Initial Term and, at County’s election, a First Renewal Term and a Second Renewal Term, each as defined below.
 - a. Initial Term. The “**Initial Term**” is thirteen years, commencing on July 1, 2013, and ending on June 30, 2026.
 - b. Renewal Term. The County has two options to renew this Lease for a term of three years for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth herein.
 - i. The County will provide Lessor with written notice of its election to renew the Lease (a “**Renewal Notice**”) at least one hundred eighty days prior to the end of the Term. However, if the County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after the County’s receipt of the Lessor’s written demand that the County exercise or forfeit the option to renew.
 - ii. Upon commencement of one or both of the renewal terms, all reference to the Term of this Lease will be deemed to mean the Term as extended pursuant to this Section.

3. Section 4. Rent, is deleted in its entirety and replaced with the following:

- 4. Rent. Rent is payable on the first day of each month during the initial Term and, if applicable, the Renewal Terms, in the amounts set forth below (such amounts, “**Rent**”):
 - a. Initial Term

<u>Period</u>	<u>Monthly Rent</u>
July 1, 2013 through June 30, 2016	\$33,715
July 1, 2016 through June 30, 2017	\$54,355
July 1, 2017 through June 30, 2018	\$55,985
July 1, 2018 through June 30, 2019	\$57,665
July 1, 2019 through June 30, 2020	\$59,972
July 1, 2020 through June 30, 2021	\$62,071
July 1, 2021 through June 30, 2022	\$64,244
July 1, 2022 through June 30, 2023	\$66,492
July 1, 2023 through June 30, 2024	\$68,819
July 1, 2024 through June 30, 2025	\$71,228
July 1, 2025 through June 30, 2026	\$73,721

- b. First Renewal Term. Rent payable during the first year of the First Renewal Term will be equal to (i) the fair market rental value of the property, or (ii) \$75,933 per month (that is, a three percent (3%) increase over the monthly Rent payable in the immediately preceding year), whichever is greater. The monthly Rent payable in each subsequent year of the First Renewal Term (that is, the years beginning July 1, 2027, and July 1, 2028) will increase by three percent (3%) over the monthly Rent payable in the immediately preceding year.
- c. Second Renewal Term. Rent payable during the first year of the Second Renewal Term will be equal to (i) the fair market rental value of the property, or (ii) an amount that is equal to a three percent (3%) increase over the monthly Rent payable in the immediately preceding year, whichever is greater. The monthly Rent payable in each subsequent year of the First Renewal Term (that is, the years beginning July 1, 2030, and July 1, 2031) will increase by three percent (3%) over the monthly Rent payable in the immediately preceding year.
- d. Fractional Month. Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.
- e. Place of Payment. All rent and other payments due to Lessor pursuant to this Lease are to be made payable to Dept. LA 23821, Pasadena, CA 91185-3821 or to such other address as may be designated in writing by Lessor from time to time.
4. Section 5. Use, is deleted in its entirety and replaced with the following:

Additional Rent. In addition to the Rent set forth above, County shall pay Lessor Additional Rent. Lessor shall invoice County for any Additional Rent due within ninety days after the end of each calendar year during the Term. County shall pay the amount so invoiced within thirty days of receipt of the invoice. County has the right, exercisable upon reasonable prior written notice to Lessor, to inspect Lessor's books and records relating to the amounts

charged to County as Additional Rents. County shall cause any such inspection to occur within ninety days of receipt of the annual invoice.

5. Section 6. Full-Service Lease, is deleted in its entirety and replaced with the following:
 6. Use. County may use the Premises for the purpose of conducting various functions of County and any other purposes permitted by law.
 6. Lessor, at its sole expense, shall install a new Uninterruptable Power Supply (“UPS”) battery backup system for the data room in the Premises in accordance with County’s reasonable specifications. The work must be performed within 120 days of the execution of this Second Amendment by both parties. Lessor shall maintain the new UPS system in accordance with Section 9 of the Lease (Maintenance and Repairs – Building Operating System) through the Term of the Lease.
 7. Lessor, at its sole cost and expense, is represented by Birtcher Anderson Realty Management, Inc. in this transaction. Tenant, at its sole cost and expense, is representing itself in this transaction.

[Remainder of Page Intentionally Left Blank]

8. All other terms of the Lease remain unchanged.

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

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

MERCED BAR, LLC, a Delaware limited
liability partnership

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Authorized Representative

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julin E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

T00732 / WLP279

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Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: Lease Amendment for 1320 Arnold Drive, Suite 266, Martinez, for the Health Services Department Personnel Division.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with RPE MUIR, LLC, for the office space located at 1320 Arnold Drive, Suite 266, Martinez, to extend the term of the lease through October 30, 2022, at an annual rent of \$27,636, with no rent increases, for continued occupancy by the Health Services Department.

FISCAL IMPACT:

100% Hospital Enterprise Fund I Cost Center 6547

BACKGROUND:

This space has served as the office for Health Services Personnel staff since 2015, performing transactions for onboarding new hire Health Services employees, processing probation/merit increases, and exiting employees. The space also serves to conduct oral boards for the Personnel Department.

CONSEQUENCE OF NEGATIVE ACTION:

If the lease extension is not approved, the Health Services Department may experience interruptions in its ability to provide services to the County community.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Julin Perez, 925.
957-2460

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

By: , Deputy

cc:

ATTACHMENTS

Lease

Amendment

FIRST AMENDMENT TO LEASE

**Health Services Department
1320 Arnold Drive, Suite 266
Martinez, CA 94553**

This First Amendment to Lease is dated November 10, 2020, and is between RPE MUIR, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. Lessor is the owner of a building located at 1340 Arnold Drive, California (the “**Building**”). The previous owner of the Building is Cranbrook Realty Investment Fund, L.P. (the “**Prior Owner**”). Lessor is the successor-in-interest to the Prior Owner. As a result, Lessor and the County are parties to a lease dated October 1, 2015, under which the County is leasing Suite 266 in the Building (the “**Original Lease**”). Lessor is the successor-in-interest to the Prior Owner.
- B. The parties desire to amend the Lease to extend its term.

The parties therefore agree as follows:

Agreement

- 1. Section 2. Term is deleted in its entirety and replaced with the following:
 - 2. Term. The “**Term**” of this lease is seven years, commencing on October 1, 2015 (the “**Commencement Date**”) and ending November 30, 2022.
- 2. Section 3. Rent is deleted in its entirety and replaced with the following:
 - 3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month in the amounts set forth below:

<u>Period</u>	<u>Monthly Rent</u>
October 1, 2015 – October 31, 2015	\$2,024
November 1, 2015 – November 30, 2015	\$0

December 1, 2015 – October 31, 2016	\$2,024
November 1, 2016 – October 31, 2017	\$2,094
November 1, 2017 – October 31, 2018	\$2,164
November 1, 2018 – October 31, 2019	\$2,234
November 1, 2019 – October 31, 2020	\$2,303
November 1, 2020 – October 31, 2021	\$2,303
November 1, 2021 – October 31, 2022	\$2,303

Rent for any fractional month will be prorated and computed on a daily basis with each days rent equal to one-thirtieth (1/30) of the monthly Rent.

3. Section 23. Notices is deleted in its entirety and replaced with the following:

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: RPE Muir, LLC.
3170 Crow Canyon Place, Suite 100
San Ramon, CA 94583

With a copy to: Bay Wide Properties
251 Lafayette Circle #120
Lafayette, CA 94549

To County: Contra Costa County
Public Works Department
Real Estate Division
40 Muir Rd, 2nd Floor
Martinez, CA 94553
Attn: Principal Real Property Agent

[Remainder of Page Intentionally Left Blank]

4. All other terms of the Lease remain unchanged.

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

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

RPE MUIR, LLC
a California limited liability company

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Ronald P. Elvidge
Agent

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julie E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

T00748/ WLP

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amend.docx



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: Lease Amendment for 1330 Arnold Drive, Suite 140, Martinez, for Health Services-Office of Consumer Empowerment.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with RPE MUIR, LLC, for the office space located at 1330 Arnold Drive, Suite 140, Martinez, to extend the term of the lease through April 30, 2022, at an annual rent of \$33,456, with no rent increases, for continued occupancy by Health Services-Office of Consumer Empowerment.

FISCAL IMPACT:

100% General Fund Cost Center 5964

BACKGROUND:

This space has served as the office for the Office for Consumer Empowerment (OCE) of the Health Services Department since April of 2015. The OCE provides and leads peer support activities for the Behavioral Health Division to the County community. The space continues to meet the requirements of the OCE. By extending the lease term and allowing the OCE to continue its operation at this location, the County will save money in relocation expenses and rents.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Julin Perez, 925.
957-2460

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the lease extension is not approved, the Health Services Department may experience interruptions in its ability to provide Behavioral Health Services to the County community.

ATTACHMENTS

Lease Amendment

FIRST AMENDMENT TO LEASE

**Health Services Department
1330 Arnold Drive, Suite 140
Martinez, CA 94553**

This First Amendment to Lease is dated November 10, 2020, and is between RPE MUIR, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. Lessor is the owner of a building located at 1340 Arnold Drive, California (the “**Building**”). The previous owner of the Building is Cranbrook Realty Investment Fund, L.P. (the “**Prior Owner**”). Lessor is the successor-in-interest to the Prior Owner. As a result, Lessor and the County are parties to a lease dated April 21, 2015, under which the County is leasing Suite 140 in the Building (the “**Original Lease**”). Lessor is the successor-in-interest to the Prior Owner.
- B. The parties desire to amend the Lease to extend its term.

The parties therefore agree as follows:

Agreement

- 1. Section 2. Term is deleted in its entirety and replaced with the following:
 - 2. Term. The “**Term**” of this lease is seven years, commencing on May1, 2015 (the “**Commencement Date**”) and ending April 30, 2022.
- 2. Section 3. Rent is deleted in its entirety and replaced with the following:
 - 3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month in the amounts set forth below:

<u>Period</u>	<u>Monthly Rent</u>
May 1, 2015 - April 30, 2016	\$2,429
May 1, 2016 - April 30, 2017	\$2,519
May 1, 2017 - April 30, 2018	\$2,609

May 1, 2018 - April 30, 2019	\$2,699
May 1, 2019 - April 30, 2020	\$2,788
May 1, 2020 - April 30, 2021	\$2,788
May 1, 2021 - April 30, 2022	\$2,788

Rent for any fractional month will be prorated and computed on a daily basis with each days rent equal to one-thirtieth (1/30) of the monthly Rent.

3. Section 23. Notices is deleted in its entirety and replaced with the following:

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: RPE Muir, LLC.
3170 Crow Canyon Place, Suite 100
San Ramon, CA 94583

With a copy to: Bay Wide Properties
251 Lafayette Circle #120
Lafayette, CA 94549

To County: Contra Costa County
Public Works Department
Real Estate Division
40 Muir Rd, 2nd Floor
Martinez, CA 94553
Attn: Principal Real Property Agent

[Remainder of Page Intentionally Left Blank]

4. All other terms of the Lease remain unchanged.

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

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

RPE MUIR, LLC
a California limited liability company

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Ronald P. Elvidge
Agent

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julie E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

T00627/ WLP277

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**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: Lease Amendment for 1330 Arnold Drive, Suite 143, Martinez, for Health Services-Behavioral Health Management.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with RPE MUIR, LLC, for the office space located at 1330 Arnold Drive, Suite 143, Martinez, to extend the term of the lease through April 30, 2022, at an annual rent of \$36,156, with no rent increases, for continued occupancy by Health Services-Behavioral Health Management.

FISCAL IMPACT:

100% General Fund Cost Center 5982 and 5983

BACKGROUND:

This space has served as the office for the Behavioral Health Care Management Unit of the Health Services Department since April of 2015. This operation continually provides behavioral health administrative support for the managed care provider network. The space continues to meet the requirements for this operation. By extending the lease term and allowing this operation to remain active at this location, the County will save money in relocation expenses and rents.

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Julin Perez, 925.
957-2460

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the lease extension is not approved, the Health Services Department may experience interruptions in its ability to provide behavioral health services to the County community.

ATTACHMENTS

Lease Amendment

FIRST AMENDMENT TO LEASE

**Health Services Department
1330 Arnold Drive, Suite 143
Martinez, CA 94553**

This First Amendment is dated November 10, 2020, and is between RPE MUIR, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. Lessor is the owner of a building located at 1330 Arnold Drive, California (the “**Building**”). The previous owner of the Building is Cranbrook Realty Investment Fund, L.P. (the “**Prior Owner**”). Lessor is the successor-in-interest to the Prior Owner. As a result, Lessor and the County are parties to a lease dated April 21, 2015, under which the County is leasing Suite 143 in the Building (the “**Lease**”). Lessor is the successor-in-interest to the Prior Owner.
- B. The parties desire to amend the Lease to extend the term.

The parties therefore agree as follows:

Agreement

- 1. Section 2. Term is deleted in its entirety and replaced with the following:
 - 2. Term. The “**Term**” of this lease is seven years, commencing on May 1, 2015 (the “**Commencement Date**”) and ending April 30, 2022.
- 2. Section 3. Rent is deleted in its entirety and replaced with the following:
 - 3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month in the amounts set forth below:

<u>Period</u>	<u>Monthly Rent</u>
May 1, 2015 - April 30, 2016	\$2,624
May 1, 2016 - April 30, 2017	\$2,722
May 1, 2017 - April 30, 2018	\$2,819

May 1, 2018 - April 30, 2019	\$2,916
May 1, 2019 - April 30, 2020	\$3,013
May 1, 2020 - April 30, 2021	\$3,013
May 1, 2021 - April 30, 2022	\$3,013

Rent for any fractional month will be prorated and computed on a daily basis with each days rent equal to one-thirtieth (1/30) of the monthly Rent.

3. Section 23. Notices is deleted in its entirety and replaced with the following:

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: RPE MUIR, LLC.
3170 Crow Canyon Place, Suite 100
San Ramon, CA 94583

With a copy to: Bay Wide Properties
251 Lafayette Circle #120
Lafayette, CA 94549

To County: Contra Costa County
Public Works Department
Real Estate Division
40 Muir Rd, 2nd Floor
Martinez, CA 94553
Attn: Principal Real Property Agent

[Remainder of Page Intentionally Left Blank]

4. All other terms of the Lease remain unchanged.

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

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

RPE MUIR, LLC
a California limited liability company

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Ronald P. Elvidge
Agent

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julin E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

T00594/ WLP276

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Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: Lease Amendment for 1340 Arnold Drive, Suite 110, Martinez, for Contra Costa Health Plan Provider Relations.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with RPE MUIR, LLC, for the office space located at 1340 Arnold Drive, Suite 110, Martinez, to extend the term of the lease through May 31, 2022, at an annual rent of \$59,688, with no rent increases, for continued occupancy by Contra Costa Health Plan Provider Relations.

FISCAL IMPACT:

100% General Fund Cost Center 6123

BACKGROUND:

This space has served as the office for Contra Costa Health Plan Provider Relations unit of the Health Services Department since 2007. This operation continually provides credentialing and contracting of the providers and vendors delivering services to the Health Plan members, publishing and maintaining a provider directory both on-line and hard copy, publishing provider newsletters and a provider manual to update the network of providers of changes to benefits and new developments, regulations and guidelines, submission of mandated reports to the Department of Health Care Services and the first point of contact with the health plan for providers. The space continues

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Julin Perez, 925.
957-2460

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

to meet the requirements for this operation. By extending the lease term and allowing this operation to remain active at this location, the County will save money in relocation expenses and rents.

CONSEQUENCE OF NEGATIVE ACTION:

If the lease extension is not approved, the Health Services Department may experience interruptions in its ability to provide the delivery of services to Contra Costa Health Plan members and the County community.

ATTACHMENTS

Lease Amendment

FIRST AMENDMENT TO LEASE

**Health Services Department
1340 Arnold Drive, Suite 110
Martinez, CA 94553**

This First Amendment to Lease is dated November 10, 2020, and is between RPE MUIR, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. Lessor is the owner of a building located at 1340 Arnold Drive, California (the “**Building**”). The previous owner of the Building is Cranbrook Realty Investment Fund, L.P. (the “**Prior Owner**”). Lessor is the successor-in-interest to the Prior Owner. As a result, Lessor and the County are parties to a lease dated June 1, 2015, under which the County is leasing Suites 110 in the Building (the “**Lease**”). Lessor is the successor-in-interest to the Prior Owner.
- B. The parties desire to amend the Lease to extend its term.

The parties therefore agree as follows:

Agreement

- 1. Section 2. Term is deleted in its entirety and replaced with the following:
 - 2. Term. The “**Term**” of this lease is seven years, commencing on June 1, 2015 (the “**Commencement Date**”) and ending May 31, 2022.
- 2. Section 3. Rent is deleted in its entirety and replaced with the following:
 - 3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month in the amounts set forth below:

<u>Period</u>	<u>Monthly Rent</u>
June1, 2015 - May 31, 2016	\$4,432
June1, 2016 - May 31, 2017	\$4,493
June 1, 2017 - May 31, 2018	\$4,653

June 1, 2018 - May 31, 2019	\$4,813
June 1, 2019 - May 31, 2020	\$4,974
June 1, 2020 - May 31, 2021	\$4,974
June 1, 2021 - May 31, 2022	\$4,974

Rent for any fractional month will be prorated and computed on a daily basis with each days rent equal to one-thirtieth (1/30) of the monthly Rent.

3. Section 23. Notices is deleted in its entirety and replaced with the following:

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: RPE MUIR, LLC.
3170 Crow Canyon Place, Suite 100
San Ramon, CA 94583

With a copy to: Bay Wide Properties
251 Lafayette Circle #120
Lafayette, CA 94549

To County: Contra Costa County
Public Works Department
Real Estate Division
40 Muir Rd, 2nd Floor
Martinez, CA 94553
Attn: Principal Real Property Agent

[Remainder of Page Intentionally Left Blank]

4. All other terms of the Lease remain unchanged.

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

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

RPE MUIR, LLC
a California limited liability company

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Ronald P. Elvidge
Agent

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julin Perez
Supervising Real Property Agent

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

T00677/ WLP278

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Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: Lease Amendment for 1340 Arnold Drive, Suite 200, Martinez, for Health Services-Mental Health and Behavioral Health Administration.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with RPE MUIR, LLC, for the office space located at 1340 Arnold Drive, Suite 200, Martinez, to extend the term of the lease through May 31, 2022, at an annual rent of \$174,628, with no rent increases, for continued occupancy by Health Services-Mental Health and Behavioral Health Administration.

FISCAL IMPACT:

100% Health Services Department- Behavioral Health Services- General Fund Org 5941

BACKGROUND:

This space has served as the office for Mental Health and Behavioral Health Administration since 2001. This operation provides program administration and oversight for the Behavioral Health system of care as well as implementation of state mandated mental health services for individuals eligible for Medi-Cal who are living with severe and persistent mental illness. The space continues to meet the requirements for this operation. By extending the lease term and allowing this operation to remain active at this location, the County will save money in relocation expenses and rents.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Julin Perez, 925.
957-2460

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the lease extension is not approved, the Health Services Department may experience interruptions in its ability to provide behavioral health services to the County community.

ATTACHMENTS

Lease Amendment

FIRST AMENDMENT TO LEASE

**Health Services Department
1340 Arnold Drive, Suite 200
Martinez, CA 94553**

This First Amendment to Lease is dated November 10, 2020, and is between RPE MUIR, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. Lessor is the owner of a building located at 1340 Arnold Drive, California (the “**Building**”). The previous owner of the Building is Cranbrook Realty Investment Fund, L.P. (the “**Prior Owner**”). Lessor is the successor-in-interest to the Prior Owner. As a result, Lessor and the County are parties to a lease dated May 7, 2013, under which the County is leasing Suite 200 in the Building (the “**Lease**”). Lessor is the successor-in-interest to the Prior Owner.

- B. The parties desire to amend the Lease to extend its term.

The parties therefore agree as follows:

Agreement

- 1. Section 2. Term is deleted in its entirety and replaced with the following:
 - 2. Term. The “**Term**” of this lease is ten years, commencing on June 1, 2013 (the “**Commencement Date**”) and ending May 31, 2024

- 2. Section 3. Rent is deleted in its entirety and replaced with the following:
 - 3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month in the amounts set forth below:

<u>Period</u>	<u>Monthly Rent</u>
June1, 2013 - May 31, 2014	\$11,151
June1, 2014 - May 31, 2015	\$11,597
June 1, 2015 - May 31, 2016	\$12,043
June 1, 2016 - May 31, 2017	\$12,489
June 1, 2017 - May 31, 2018	\$12,935
June 1, 2018 - May 31, 2019	\$13,382
June 1, 2019 - May 31, 2020	\$13,828

June 1, 2020 - May 31, 2021	\$14,274
June 1, 2021 - May 31, 2022	\$14,719
June 1, 2022 - May 31, 2023	\$14,719
June 1, 2023 - May 31, 2024	\$14,719

Rent for any fractional month will be prorated and computed on a daily basis with each days rent equal to one-thirtieth (1/30) of the monthly Rent.

Rent includes all common area maintenance costs, including but not limited to utilities, janitorial services, landscaping services and refuse collections, except as provided in Section 5 – Obligation to Pay Utilities and Janitorial.

3. Section 23. Notices is deleted in its entirety and replaced with the following:

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: RPE MUIR, LLC.
3170 Crow Canyon Place, Suite 100
San Ramon, CA 94583

With a copy to: Bay Wide Properties
251 Lafayette Circle #120
Lafayette, CA 94549

To County: Contra Costa County
Public Works Department
Real Estate Division
40 Muir Rd, 2nd Floor
Martinez, CA 94553
Attn: Principal Real Property Agent

[Remainder of Page Intentionally Left Blank]

4. All other terms of the Lease remain unchanged.

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

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

RPE MUIR, LLC
a California limited liability company

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Ronald P. Elvidge
Agent

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julie E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: Lease Amendment 1340 Arnold Drive, Suite 125, Martinez, for the Contra Costa Health Plan Analysis and Reporting Unit.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with RPE MUIR, LLC, for office space located at 1340 Arnold Drive, Suite 125, Martinez, to extend the term of the lease through March 31, 2022, at an annual rent of \$38,940, with no rent increases, for continued occupancy by Contra Costa Health Plan Analysis Unit.

FISCAL IMPACT:

100% HMO Enterprise Fund, Cost Center 6123

BACKGROUND:

This space has served as the office for Contra Costa Health Plan (CCHP) Analysis and Reporting unit of the Health Services Department since March of 2015. This operation continually provides valuable services to the County community. The space continues to meet the requirements for this operation. By extending the lease term and allowing this operation to remain active at this location, the County will save money in relocation expenses and rents.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Julin Perez, 925.
957-2460

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the lease extension is not approved, the Health Services Department may experience interruptions in its ability to provide primary analysis and reporting for CCHP.

ATTACHMENTS

Lease Amendment

FIRST AMENDMENT TO LEASE

**Health Services Department
1340 Arnold Drive, Suite 125
Martinez, CA 94553**

This First Amendment to Lease is dated November 10, 2020, and is between RPE MUIR, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. Lessor is the owner of a building located at 1340 Arnold Drive, California (the “**Building**”). The previous owner of the Building is Cranbrook Realty Investment Fund, L.P. (the “**Prior Owner**”). Lessor is the successor-in-interest to the Prior Owner. As a result, Lessor and the County are parties to a lease dated February 12, 2015, under which the County is leasing Suite 125 in the Building (the “**Lease**”). Lessor is the successor-in-interest to the Prior Owner.

- B. The parties desire to amend the Lease to extend its term.

The parties therefore agree as follows:

Agreement

- 1. Section 2. Term is deleted in its entirety and replaced with the following:
 - 2. Term. The “**Term**” of this lease is seven years, commencing on April 1, 2015 (the “**Commencement Date**”) and ending March 31, 2022.

- 2. Section 3. Rent is deleted in its entirety and replaced with the following:
 - 3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month in the amounts set forth below:

<u>Period</u>	<u>Monthly Rent</u>
April 1, 2015 – March 31, 2016	\$2,825
April 1, 2016 – March 31, 2017	\$2,930
April 1, 2017 – March 31, 2018	\$3,036
April 1, 2018 – March 31, 2019	\$3,140
April 1, 2019 – March 31, 2020	\$3,245
April 1, 2020 – March 31, 2021	\$3,245
April 1, 2021 – March 31, 2022	\$3,245

Rent for any fractional month will be prorated and computed on a daily basis with each days rent equal to one-thirtieth (1/30) of the monthly Rent.

Rent includes all common area maintenance costs, including, but not limited to, utilities, janitorial and landscaping services, and refuse collections.

3. Section 23. Notices is deleted in its entirety and replaced with the following:

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: RPE MUIR, LLC.
3170 Crow Canyon Place, Suite 100
San Ramon, CA 94583

With a copy to: Bay Wide Properties
251 Lafayette Circle #120
Lafayette, CA 94549

To County: Contra Costa County
Public Works Department
Real Estate Division
40 Muir Rd, 2nd Floor
Martinez, CA 94553
Attn: Principal Real Property Agent

[Remainder of Page Intentionally Left Blank]

4. All other terms of the Lease remain unchanged.

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

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

RPE MUIR, LLC
a California limited liability company

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Ronald P. Elvidge
Agent

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julin E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

T00744/ WLP275

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Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: Lease Amendment 1340 Arnold Drive, Suite 226, Martinez, for the Contra Costa Health Plan Claims Department..

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with RPE MUIR, LLC, for office space located at 1340 Arnold Drive, Suite 226, Martinez, to extend the term of the lease through June 30, 2022, at an annual rent of \$51,096, with no rent increases, for continued occupancy by the Contra Costa Health Plan Claims Department.

FISCAL IMPACT:

100% HMO Enterprise Fund Cost Center 6123

BACKGROUND:

This space has served as the office for Contra Costa Health Plan (CCHP) Claims Department since November 2001. This operation is critical to CCHP as it provides operations necessary to pay the claims to County's Community Provider Network. The space continues to meet the needs of this operation. Renewing the lease allows this operation to remain active at this location, without any disruption in service, and the County will save money in relocation expenses and rents.

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Julin Perez, 925.
957-2460

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the lease extension is not approved the Health Services Department may experience interruptions in its ability to provide services to the County community.

ATTACHMENTS

Lease Amendment

FIRST AMENDMENT TO LEASE

**Health Services Department
1340 Arnold Drive, Suite 226
Martinez, CA 94553**

This First Amendment to Lease is dated November 10, 2020, and is between RPE MUIR, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. Lessor is the owner of a building located at 1340 Arnold Drive, California (the “**Building**”). The previous owner of the Building is Cranbrook Realty Investment Fund, L.P. (the “**Prior Owner**”). Lessor is the successor-in-interest to the Prior Owner. As a result, Lessor and the County are parties to a lease dated July 1, 2015, under which the County is leasing Suite 226 in the Building (the “**Original Lease**”). Lessor is the successor-in-interest to the Prior Owner.

- B. The parties desire to amend the Lease to extend its term.

The parties therefore agree as follows:

Agreement

- 1. Section 2. Term is deleted in its entirety and replaced with the following:
 - 2. Term. The “**Term**” of this lease is seven years, commencing on July 1, 2015 (the “**Commencement Date**”) and ending June 30, 2022.

- 2. Section 3. Rent is deleted in its entirety and replaced with the following:
 - 3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month in the amounts set forth below:

<u>Period</u>	<u>Monthly Rent</u>
July 1, 2015 – June 30, 2016	\$3,708.00
July 1, 2016 – June 30, 2017	\$3,846.00
July 1, 2017 – June 30, 2018	\$3,983.00
July 1, 2018 – June 30, 2019	\$4,120.00

July 1, 2019 – June 30, 2020	\$4,258.00
July 1, 2020 – June 30, 2021	\$4,258.00
July 1, 2021 – June 30, 2022	\$4,258.00

Rent for any fractional month will be prorated and computed on a daily basis with each days rent equal to one-thirtieth (1/30) of the monthly Rent.

3. Section 23. Notices is deleted in its entirety and replaced with the following:

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: RPE MUIR, LLC.
3170 Crow Canyon Place, Suite 100
San Ramon, CA 94583

With a copy to: Bay Wide Properties
251 Lafayette Circle #120
Lafayette, CA 94549

To County: Contra Costa County
Public Works Department
Real Estate Division
40 Muir Rd, 2nd Floor
Martinez, CA 94553
Attn: Principal Real Property Agent

[Remainder of Page Intentionally Left Blank]

4. All other terms of the Lease remain unchanged.

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

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

RPE MUIR, LLC
a California limited liability company

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Ronald P. Elvidge
Agent

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julie E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

T00748/ WLP

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amend.docx



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: ADOPT Resolution approving applications to the California Department of Parks and Recreation for Per Capita Grant funds, Countywide.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/232 approving the submission of applications to the California Department of Parks and Recreation for Per Capita Grant funds under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68), as recommended by the Public Works Director. (Countywide)

FISCAL IMPACT:

100% State of California Funds. Grant funding is up to \$400,000.

BACKGROUND:

The State's Proposition 68, upon passage by the voters in 2018, created the General Per Capita Program to provide funds to local governments for park rehabilitation, creation, and improvements on a per capita basis. Contra Costa County has been allocated up to \$400,000 under this program.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will be unable to obtain state funding for certain park and recreation projects.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Carl Roner (925)
313-2213

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

By: , Deputy

cc: Warren Lai - Deputy, Slava Gospodchikov - Engineering Services, Carl Roner- Special Districts, Rochelle Johnson - Special Districts

ATTACHMENTS

Resolution No.

2020/232

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

Adopted this Resolution on 11/10/2020 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2020/232

IN THE MATTER OF: ADOPT Resolution No. 2020/232 approving the submission of applications to the California Department of Parks and Recreation for Per Capita Grant funds under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68), as recommended by the Public Works Director. (Countywide)

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s).

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the Contra Costa County general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, Contra Costa County will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).

9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).

10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

11. Delegates the authority to the Public Works Director, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

I hereby certify that this 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: Carl Roner (925) 313-2213

ATTESTED: November 10, 2020

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

By: , Deputy

cc: Warren Lai - Deputy, Slava Gospodchikov - Engineering Services , Carl Roner- Special Districts, Rochelle Johnson - Special Districts



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Standard Agreement (Amendment) #29-784-10 with the State of California, Department of Health Care Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or his designee, to execute, on behalf of the County, Standard Agreement (Amendment) #29-784-10 (State #03-75796, A14) with the State of California, Department of Health Care Services (DHCS), effective December 31, 2020, to amend Standard Agreement #29-784 (as amended by Amendment Agreements #29-784-1 through #29-784-9), with no change in the original payment limit of \$1,594,000, to extend the term from December 31, 2020 through December 31, 2021, to allow the County to continue providing Local Initiative Program services.

FISCAL IMPACT:

Approval of this amendment will reflect no change in the original amount payable to County of \$1,594,000 for the Local Initiative Program services that are not approved for Federal funding. No County match is required.

BACKGROUND:

On August 15, 2006, the Board of Supervisors approved Standard Agreement Amendment #29-784 (as amended by Amendment Agreements #29-784-1 through #29-784-9) with the California DHCS for the period from August 1, 2003 through December 31, 2016.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Sharron Mackey,
925-313-6004

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of Standard Agreement (Amendment) #29-784-10 will allow the County to continue providing Local Initiative Program services that are not approved for Federal funding, through December 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, funding for continuous services to County Medi-Cal recipients will not be provided.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Standard Agreement (Amendments) #29-772-38 and #29-772-39 with the State of California, Department of Health Care Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Standard Agreement (Amendments) #29-772-38 and #29-772-39 (State #04-36067, A25 and A28) with the State of California, Department of Health Care Services (DHCS), to amend Agreement #29-772-13 (as amended by subsequent amendments #29-772-14 through #29-772-37) to adjust capitation rates with no change in the original amount payable to the County not to exceed \$317,472,000 and extend the term from December 31, 2020 to December 31, 2021.

FISCAL IMPACT:

No change in the original amount payable to County not to exceed \$317,472,000 for the Medi-Cal Managed Care Local Initiative Project. No County match is required.

BACKGROUND:

On April 26, 2005, the Board of Supervisors approved Standard Agreement #29-772-13 (as amended by subsequent Amendments #29-772-14 through #29-772-37) with the State of California, DHCS, for the Medi-Cal Local Initiative Health Plan, for the period from April 1, 2005 through December 31, 2020.

Approval of this Standard Agreement (Amendments) #29-772-38 and #29-772-39 to adjust capitation rates and extend the term from December 31, 2020 to December 31, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Sharron Mackey,
925-313-6004

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 County will not be able to continue the Medi-Cal Managed Care Local Initiative Project.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Approval of Application #28-939 with the California Board of State and Community Corrections

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to submit Application #28-939 to the California Board of State and Community Corrections – Proposition 64, California Community Reinvestment Grants Program, in an amount not to exceed \$450,000 per year for the implementation of Substance Use Disorders (SUD) treatment and expansion of the Transition Clinic, for the period from May 1, 2021 through April 30, 2024.

FISCAL IMPACT:

If approved, the County could receive up to \$450,000 in annual State funding through April 30, 2024. No County match is required.

BACKGROUND:

In November of 2016, California voters approved Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA). AUMA legalized the recreational use of marijuana in California for individuals 21 years of age and older. Proposition 64, in pertinent part provides that a portion of the tax revenue from the cultivation and retail sale of cannabis or cannabis products will be appropriated for making grants available to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act. Because Contra Costa did not ban cultivation, including personal cultivation or retail sale of marijuana or marijuana

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Fatima Matal Sol,
925-348-3279

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

By: , Deputy

cc: Marcy Wilhelm, Fatima Matal Sol

BACKGROUND: (CONT'D)

products, our county is well positioned to apply for this grant.

If awarded, this grant would allow for The Transition Clinic under Contra Costa Regional Medical Center and Health Centers and the Behavioral Health's Alcohol and Other Drugs (AODS) Divisions to expand the services provided by the Transitions Clinic (TC) which is the only community health program tailored to the health needs, care and support of those formerly incarcerated by offering medical treatment, health education, Medication Assisted Treatment (MAT), and a trusting relationship between medical provider and patient. It would also support reducing health inequities in Contra Costa County which have been amplified by COVID-19 in populations already impacted disproportionately by the war on drugs particularly communities of color, low income African Americans/Black and Latino/Hispanic populations who have historically been arrested more frequently for marijuana violations.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Grant Award #28-938 with Kaiser Permanente National Community Benefit Fund of the East Bay Community Foundation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County Agreement #28-938, with Kaiser Permanente National Community Benefit Fund of the East Bay Community Foundation to pay County an amount not to exceed \$150,000 for COVID-19 prevention and response in Contra Costa County among homeless populations for the period from October 15, 2020 through October 15, 2021.

FISCAL IMPACT:

Approval of this Award will result in a total of \$150,000 from Kaiser Permanente National Community Benefit Fund of the East Bay Community Foundation. No County match is required.

BACKGROUND:

Approval of this Award will allow County to receive funds for COVID-19 prevention and response in Contra Costa County among homeless populations through October 15, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 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



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Interagency Agreement #29-507-20 with West Contra Costa Unified School District

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #29-507-20 with West Contra Costa Unified School District (WCCUSD), a government agency, to pay the County an amount not to exceed \$25,000 to provide mental health services to special education students and their families, for the period from July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

Approval of this Interagency Agreement will result in a total payment to the County of \$25,000. No County match is required.

BACKGROUND:

On September 24, 2019, the Board of Supervisors approved Interagency Agreement #29-507-19 with WCCUSD to pay the County for the provision of mental health day treatment services to special education students and their families, who are participants in the Seneca Center’s Early Periodic Screening, Diagnosis and Treatment (EPSDT) program, for the period from July 1, 2019 through June 30, 2020. Approval of Interagency Agreement #29-507-20 will allow the County to continue to provide mental health services to WCCUSD special education students and their families, through June 30, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/10/2020 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: November 10, 2020

Contact: Suzanne Tavano PhD.,
925-957-5212

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

By: , Deputy

cc: F Carroll , M Wilhelm

BACKGROUND: (CONT'D)

Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive payment for the provision of mental health day treatment services provided to special education students and their families during the term of this Contract.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: (4) Families that are Safe, Stable and Nurturing and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: Materials Testing and Inspection Contract with Construction Testing Services.

RECOMMENDATION(S):

APPROVE and AUTHORIZE Public Works Director, or designee, to execute a contract with Construction Testing Services in the amount of \$850,000 for on-call materials testing and inspection services, for the period November 10, 2020 through November 10, 2023, with a one-year extension option, which may be extended to November 10, 2024, if elected by the Public Works Director.

FISCAL IMPACT:

Work performed under this on-call Contract is funded with various funds when there is an approved project and funding.

BACKGROUND:

The Public Woks Department is involved in various Facilities projects in the County that require materials testing and inspection services. After a solicitation process, this firm was selected as the third of five firms to provide materials testing inspection services on an "on-call" basis. This on-call contract will be in effect for three years with a one-year extension option. Government Code section 31000 authorizes the County to contract for services including the type of material testing and inspections services that Construction Testing Services provides.

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Ramesh Kanzaria
925-957-2480

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors approval, there is a possible delay in completing projects requiring materials testing and inspection services. Executing this contract will facilitate the process of design and construction for various County Facilities projects requiring materials testing and inspection expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: ADVERTISE for the 2021 On-Call Landscaping Services Contract(s)

RECOMMENDATION(S):

AUTHORIZE the Public Works Director, or designee, to advertise for the 2021 On-Call Landscaping Services Contract(s) for general landscaping services at various County sites, Countywide.

FISCAL IMPACT:

Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:

The Public Works Department is requesting to conduct a formal solicitation for on-call landscaping services. A Notice to Bidders would be placed in the Contra Costa Times and several building exchanges in accordance with Cost Accounting Policies and Procedures Manual of the California Uniform Construction Cost Accounting Commission. On-call landscaping contracts are on an as-needed basis, utilized when the demand for landscaping services exceeds staffing levels. Under this solicitation, the awarded contractors would conduct general landscaping, including but not limited to: installation and repair of irrigation and drainage systems, retaining walls, concrete, weed abatement and minor grading and compacting. Both of the existing on-call landscaping contracts are due to expire June 30, 2021.

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Kevin Lachapelle, (925) 313-7082

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The Public Works Department intends to award at least one (1), but not more than three (3) contracts, total of contracts not to exceed \$4,000,000 to the lowest, responsive and responsible bidder(s). Each contract will have a term of three (3) years with the option of two (2) one-year extensions, and will be used as needed with no minimum amount that has to be spent.

CONSEQUENCE OF NEGATIVE ACTION:

If the request to advertise is not approved, the Public Works Department will not be able to advertise for landscaping services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Contract #74-619 with Bettina K. Mutter, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-619 with Bettina K. Mutter, M.D., an individual, in an amount not to exceed \$319,488, to provide psychiatric care services to seriously emotionally disturbed children and adolescents in Central Contra Costa County, for the period from November 4, 2020 through October 31, 2021.

FISCAL IMPACT:

If approved, this contract would be funded 100% by Mental Health Realignment funding.

BACKGROUND:

Under Contract #74-619, Contractor would provide psychiatric care services including diagnosing, counseling, evaluation, and providing medical and therapeutic treatment to seriously emotionally disturbed children and adolescents in Central Contra Costa County, for the period from November 4, 2020 through October 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to the Contractor's psychiatric care services.

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

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

By: , Deputy

cc: Alaina Floyd, M Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Novation Contract #74-382-12 with The Contra Costa Clubhouses, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Novation Contract #74-382-12 with The Contra Costa Clubhouses, Inc., a non-profit corporation, in an amount not to exceed \$631,672, to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services to adults recovering from psychiatric disorders, for the period from July 1, 2020 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$315,836.

FISCAL IMPACT:

If approved, this contract would be funded 100% by Mental Health Services Act funding.

BACKGROUND:

This contract meets the social needs of County's population by providing programming for adults in recovery from psychiatric disorders, helping them to develop the support networks, vocational skills, and self-confidence needed to sustain stable and productive lives, throughout Contra Costa County. Expected program outcomes include increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On July 23, 2019, the Board of Supervisors approved Novation Contract #74-382-11 with The Contra Costa Clubhouses, 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 MHSA PEI services.

Approval of Novation Contract #74-382-12 replaces the automatic extension under the prior contract and allows the Contractor to continue providing services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, adults, and families of adults, in recovery from psychiatric disorders will not receive services helping them to develop support networks, vocational skills, and self-confidence needed to sustain productive lives.

CHILDREN'S IMPACT STATEMENT:

This MHSA PEI program recommendation supports the following children's outcomes: (4) Families that are Safe, Stable and Nurturing and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Amendment #25-077-6 with Contra Costa Interfaith Transitional Housing, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract Amendment Agreement #25-077-6 with Contra Costa Interfaith Transitional Housing, Inc., a non-profit corporation, effective November 1, 2020, to amend Contract #25-077-3, as amended by Amendment Agreements #25-077-4 and #25-077-5, to increase the payment limit by \$778,304, from \$2,926,247 to a new total payment limit of \$3,704,551, and to extend the termination date from June 30, 2021 to September 30, 2021, for additional case management and housing navigation services for the County’s Coordinated Entry (CE) system.

FISCAL IMPACT:

This contract and the recommended amendment will be funded by 32% Probation Department grants, 30% Housing and Urban Development Coordinated Entry, 24% Employment and Human Services Department, 6% Housing Stabilization Funds (HSF), 5% Federal Emergency Management Agency (FEMA), 2% CARES Act funds, and 1% General Fund.

BACKGROUND:

This contract meets the social needs of County’s population by providing support services to Contra Costa County families that are homeless, including case management, day shelter services, transportation needs, mental health assessment and crisis intervention. Expected program outcomes include an increase

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

Action of Board On: **11/10/2020** 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: November 10, 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)

in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

On October 23, 2018, the Board of Supervisors approved Contract #25-077-3, as amended by Amendment Agreements #25-077-4 and #25-077-5, with Contra Costa Interfaith Transitional Housing, Inc. to provide housing navigation services to the County's Emergency Shelter System, part of the Coordinated Assessment Referral and Engagement (CARE) Centers and CARE Capable Centers for the Homeless CE System, for the period from October 1, 2018 through June 30, 2021.

Approval of Amendment Agreement #25-077-6 will allow the Contractor to provide additional case management and housing navigation services to County's CE System through September 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, families that are homeless will not have access to the contractor's services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcome: (4) Families that are Safe, Stable and Nurturing



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Contract Amendment Agreement #26-971-25 with Ramon Berguer, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract Amendment Agreement #26-971-25 with Ramon Berguer, M.D., an individual, effective November 1, 2020, to amend Contract #26-971-23 to increase the payment limit by \$23,000, from \$460,000 to a new payment limit of \$483,000, with no change in the term of January 1, 2019 through December 31, 2020

FISCAL IMPACT:

If approved, this amendment would be funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On December 18, 2018, the Board of Supervisors approved Contract #26-971-23, with Ramon Berguer, M.D., to provide general surgery services including consultation, training, on-call coverage services and medical procedures at Contra Costa Regional Medical Center (CCRMC) and Health Centers for the period January 1, 2019 through December 31, 2020.

Approval of Contract Amendment Agreement #26-971-25 will allow the contractor to provide additional hours of general surgery services at CCRMC and Health Centers through December 31, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: Alaina Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients at CCRMC and Health Centers requiring general surgery will not have access to the contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Contract #27-188-9 with Gretchen D. Graves, M.D., FAAP

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-188-9 with Gretchen D. Graves, MD, FAAP, an individual, in an amount not to exceed \$900,000, to provide pediatric primary care services to Contra Costa Health Plan (CCHP) members for the period from December 1, 2020 through November 30, 2023.

FISCAL IMPACT:

If this contract is approved, it would be funded 100% by CCHP Enterprise Fund II.

BACKGROUND:

On December 4, 2018, the Board of Supervisors approved Contract #27-188-8 with Gretchen D. Graves, MD, for the provision of pediatric primary care services to CCHP members, for the period from December 1, 2018 through November 30, 2020.

Approval of Contract #27-188-9 will allow the Contractor to continue to provide pediatric primary care services for CCHP members through November 30, 2023.

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

Action of Board On: **11/10/2020** 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: November 10, 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



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Purchase Order Amendment with Home Depot U.S.A., Inc. (dba the Home Depot Pro)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to purchase order #018902 with Home Depot U.S.A., Inc. (dba the Home Depot Pro), to increase the payment limit by \$120,000 to a new payment limit of \$319,000 for the purchase of janitorial and hospital supplies for the Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from April 6, 2020 through March 31, 2021.

FISCAL IMPACT:

This amendment is 100% funded by the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Federal Emergency Management Agency (FEMA).

BACKGROUND:

Home Depot Pro provides janitorial supplies, hospital supplies, and other products to ensure that CCRMC and the Health Centers are sanitary. This amendment request is required due to the increased cost of cleaning associated with COVID-19.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, then the CCRMC and Health Centers will be unable to keep the facilities clean during the COVID-19 Pandemic, which could impact patient and employee health.

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

Action of Board On: **11/10/2020** 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: November 10, 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: November 10, 2020

Subject: Contract Amendment Agreement #26-604-16 with Michael Gynn, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-604-16 with Michael Gynn, M.D., an individual, effective November 1, 2020, to amend Contract #26-604-13 (as amended by Contract Amendment Agreement #26-604-14) to increase the payment limit by \$40,000, from \$890,000 to a new payment limit of \$930,000, with no change in the term of January 1, 2019 through December 31, 2020.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

On January 15, 2019, the Board of Supervisors approved Contract #26-604-13 (as amended by Contract Amendment Agreement #26-604-14) with Michael Gynn, M.D., for the provision of obstetrics and gynecology services at Contra Costa Regional Medical Center and Health Centers, for the period from January 1, 2019 through December 31, 2020.

Approval of Contract Amendment Agreement #26-604-16 will allow Contractor to provide additional obstetrics and gynecology services, through December 31, 2020.

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Samir Shah, M.D.,
925-370-5475

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

By: , Deputy

cc: Alaina Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Department will not have sufficient funding to reimburse the Contractor for additional services provided.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Amendment #23-591-6 with Archer Business Solutions, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #23-591-6 with Archer Business Solutions, LLC, a limited liability company, effective October 1, 2020, to amend Contract #23-591-5, to increase the payment limit by \$65,000, from \$190,000 to a new payment limit of \$255,000, with no change in the term of July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

This contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

In June 2020, County Administrator approved and Purchasing Services Manager executed Contract #23-591-5 with Archer Business Solutions, LLC, for the provision of technical support, consulting, training and project management for the Department's Information Systems Unit, in regards to the implementation of PeopleSoft data analytics and reporting system for the period from July 1, 2020 through June 30, 2021.

Approval of Contract Amendment Agreement #23-591-6 will allow the Contractor to provide additional technical support and consulting through June 30, 2021.

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Bud De Cesare,
925-957-5429

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

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not have access to Contractor's expert technical assistance, support and optimization skills to the Information Systems Unit.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Approval of Purchase Order with Rosenthal Enterprise, Inc. (dba TachTech)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a Purchase Order with Rosenthal Enterprises, Inc., doing business as TachTech, in an amount not to exceed \$74,880, for the renewal of Nexpose software licenses and support services, for the period August 17, 2020 through August 16, 2023.

FISCAL IMPACT:

This contract is 100% funded by the Hospital Enterprise Fund I.

BACKGROUND:

The Contra Costa Health Services Department seeks to renew its subscription to Nexpose software, which provides security risk discovery, detection, verification, risk classification, impact analysis, reporting and mitigation. The Nexpose application pairs with Metasploit to automatically validate vulnerabilities by testing their exploitability and automatically creating remediation plans with clear guidance to effectively reduce network security risk.

Tach Tech is an authorized reseller of Rapid7 LLC's Nexpose software. The End User License Agreement governing the Nexpose software requires the County to indemnify the software owner, Rapid7 LLC, for any claims arising out of the County's use of the software.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Patrick Wilson,
925-335-8777

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

By: , Deputy

cc: Nick Hammel, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department faces increased vulnerability and risk in databases, web applications and network devices across both physical and virtual environments.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Contract #26-784-11 with Cardionet, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-784-11 with Cardionet, LLC, a limited liability company, in an amount not to exceed \$250,000, to provide remote cardiac monitoring services for patients at Contra Costa Regional Medical Center (CCRMC) and Health Centers for the period from November 1, 2020 through October 31, 2021.

FISCAL IMPACT:

If approved, this contract would be funded 100% by the Hospital Enterprise Fund I.

BACKGROUND:

In January 2020, County Administrator approved and Purchasing Services Manager executed Contract #26-784-8 with Cardionet, LLC, to provide cardiac monitoring services for patients at CCRMC, for the period from November 1, 2019 through October 31, 2020.

Approval of Contract #26-784-11 will allow the Contractor to continue to provide remote cardiac monitoring services through October 31, 2021.

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Jaspreet Benepal,
925-370-5101

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

By: , Deputy

cc: E Suisala , M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCRMC and Health Centers will not be able to provide remote cardiac monitoring services for its patients.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 10, 2020

Subject: APPROVE and AUTHORIZE Amendment No. 1 to the Contract with Frank McGuire d/b/a The Landscape Company to extend On-Call Landscaping Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Frank McGuire d/b/a The Landscape Company, to increase rates under the contract and extend the term from September 30, 2020 to June 30, 2021, to provide on-call landscaping services to County properties, with no change to the payment limit of \$2,000,000, Countywide.

FISCAL IMPACT:

Facilities Maintenance Budget (100% General Fund)

BACKGROUND:

Frank McGuire d/b/a The Landscape Company (TLC) is one of two contractors currently under contract for on-call landscaping services. The contracts are on an as-needed basis, utilized when the demand for landscaping services exceeds staffing levels. Public Works Facilities Services is responsible for maintaining the irrigation and drainage systems at County facilities along with weed abatement of County-owned properties.

The contract with TLC is due to expire September 30, 2020 while the other on-call

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

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Kevin Lachapelle, (925) 313-7082

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

landscaping contract expires June 30, 2021. The Public Works Department is requesting authorization to extend this contract to June 30, 2021, to ensure there are landscaping services available while conducting a formal solicitation for new on-call landscaping services contracts. TLC is also requesting a rate increase. Per the contract, the rate increase will not result in an increase in the contract limit.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, landscaping services with Frank McGuire d/b/a The Landscape Company will be discontinued.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 10, 2020

Subject: Contra Costa County Public Law Library Annual Report to Trustees and BOS - July 2019-June 2020

RECOMMENDATION(S):

ACCEPT the Contra Costa County Public Law Library Board of Trustees July 2019 - June 2020 Annual Report.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Per Resolution No. 2020/1, each Advisory Body shall submit annually to the Board of Supervisors a report on its activities, accomplishments, membership attendance, required training/certification and proposed work plan or objectives for the following year.

CONSEQUENCE OF NEGATIVE ACTION:

If the report is not accepted, the Board will not have an official record of the Public Law Library Board of Trustees activities in the past year.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

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

Contact: Jami Napier,
925-655-2005

By: , Deputy

cc:

ATTACHMENTS

2019-2020 Public Law Library Annual
Report

CONTRA COSTA COUNTY PUBLIC LAW LIBRARY
ANNUAL REPORT TO TRUSTEES AND BOARD OF SUPERVISORS
July 2019 – June 2020



INTRODUCTION:

Business and Professions Code §6340 mandates that each county in California have a law library located in the county seat. Contra Costa County is highly compliant, having a main branch of the law library in Martinez as well as a smaller branch inside the Richmond Courthouse. The Contra Costa County Public Law Library serves everyone, including the general public, judicial officers, members of the bar, and students.

MISSION OF THE LIBRARY:

The library's mission statement guides the activities of the library: *To provide all members of the community access to research materials to aid in understanding and preserving legal rights.* Law library trustees and staff want the people of Contra Costa County to recognize the law library as their primary source for legal information. The law library strives to render the highest quality of service to the community by providing a current, balanced collection of materials and resources along with trained staff dedicated to assisting users in meeting their legal information needs.

FUNDING:

- The amount of funding public law libraries receive from tax-based sources is zero. County law libraries in California receive over 90% of their funding from a small portion of civil court filing fees.
- In Fiscal Year 2019-20, 91% of the law library's revenue was derived from civil filing fees.
- Senate Bill 1407, passed in 2007, established a moratorium on increases in filing fees. The moratorium was later extended. The result has been an inability of law libraries to increase their primary revenue source despite the fact that the cost of legal materials rises an average of 10-15% per year.
- During that same time period, the Contra Costa County Public Law Library's filing fee revenues declined 39%.
- Other factors, including filing fee reductions granted to select individuals, and fee waivers, along with changes in the jurisdictional limits for small claims court during the last decade, have contributed to declining revenues, not only for law libraries, but also for the courts.
- A ten-week courthouse closure, and resulting closure of the Law Library, also had a negative effect on revenues.
- County law libraries throughout California are experiencing the same revenue shortfalls that we are seeing in Contra Costa County, all the while, the number of self-represented litigants seeking help in California's county law libraries continues to grow.
- The Council of California County Law Librarians has been working to seek solutions to this complex and serious problem for many years, but there is still not a viable plan, such as a piece of legislation, in place to protect funding for county law libraries, although the governor did approve a budget which included some emergency funding for county law libraries.

- After a decade of frozen funding, county law libraries in California were awarded a one-time allotment of bail-out funds in the amount of \$16.5 million, collectively. In accordance with the library's commitment to providing excellent service to our users, the funds, totaling \$551,632 received in late 2018, have been used to address staffing shortages and gaps in the collection caused by reductions necessitated by the funding crisis.
- Another smaller allotment of bail-out funds designed to offset the losses from the 10-week closure in 2020 has been promised to county law libraries.
- Creating sustainable funding for California's county law libraries is a critical goal for the future. Sustainability for the law library is estimated at 5 years, based on the current revenue stream. This means that unless changes are made in the way county law libraries in California are funded, the future of all law libraries, including the Contra Costa County Public Law Library is under serious threat, and public law libraries may cease to exist, despite a state statute mandating their existence. (Business and Professions §6340)

SERVICE AND SERVICES:

Normally the county law library operates the Martinez Branch 45 hours per week, and Richmond branch is open 40 hours per week. However, the courts were closed from March 16 through May 22 of this year. Because both the Martinez and Richmond branches are located in courthouses, the Law Library was closed for the 10-week period. The Law Library was allowed to reopen on May 26 with staff being allowed to return to work, but the public is not allowed into the building. Staff has been serving customers through curbside service, over the telephone and by email as much as possible. Curbside service may become untenable as the weather changes.

Law Library users generally fall into one of two distinct user groups: Legal professionals (the bar and the bench) whose background affords them a greater understanding of legal research materials, although they may require assistance and access to a variety of materials and services, and the general public, most of whom are severely lacking in an understanding of law itself and are usually unfamiliar with legal research materials. This latter group often requires extensive help from library staff.

- During Fiscal Year 2019-20, 35,817 people contacted the law library, either by telephone, email, mail or in person to access our services. Although this represents an overall 15% decrease over the previous year, the 10-week closure accounts for this decrease. The monthly averages for user contacts at the Law Library are 3,516 for Fiscal Year 2018-19 and 3,770 for Fiscal Year 2019-20, representing a 7% increase.
- An additional 4,473 people used the library remotely by visiting our website.
- Our figures show significantly greater use by the general public than other members of the community. For example, only 69 (5%) of the 1,335 of the emails and phone calls were from attorneys; the remaining 95% were from the general public.
- Seventy-seven percent of computer users in the library were members of the lay public, compared to 23% computer use by legal professionals; and 95% of the reference questions came from unrepresented people with little or no legal training, with only 5% from legal professionals.

- Only 3% of the cash transactions (payment for copies, forms, faxes, etc.) came from legal professionals during the past fiscal year; the remaining 97% were from the lay public.

MEETINGS AND TRAINING ACTIVITIES:

- A monthly board meeting was scheduled during each of the 12 months of the year, with 2 meetings cancelled due to lack of quorum, and 3 meetings cancelled due to the COVID-19 courthouse and Law Library 10-week closure. Seven meetings were held. The library has had a judicial vacancy on the Board of Trustees since the beginning of 2020. This makes achieving a quorum for monthly board meetings more challenging.
- Staff training was downsized again this year due to budget shortfalls and fiscal uncertainty. Improved funding will make it possible to resume training staff in needed areas. Staff does regularly take advantage of webinars and work well as a team to cross-train each other where applicable.

PUBLIC RELATIONS, MARKETING AND OUTREACH ACTIVITIES:

Outreach was affected by the 10-week closure, although some previous outreach was possible. Here are some highlights:

- The library planned to host a table at the Richmond Senior Health and Information Fair in May, however, the event was cancelled due to COVID-19.
- Library staff also participated in various outreach activities sponsored by the Contra Costa County Bar Association, including the annual Bridging the Gap program prior to the COVID-19 closure.

BUILDINGS AND EQUIPMENT:

The Contra Costa County Public Law Library currently serves patrons county-wide in two locations, all of which are housed inside courthouses:

- Martinez – The main library, conveniently located in the A.F. Bray (criminal court) building;
- Richmond – Serving west county from the second floor of the Richmond courthouse.

When the library is fully operational, public computers, photocopying, scanning and faxing services are available.

THE COLLECTION:

- The library holds more than 40,000 books.
- Collections are up to date and kept in good order and condition.
- Holdings include more than 100,000 non-book items (microforms and CD-ROMs).
- Subscriptions to online services include the following: CEB's Onlaw, Westlaw, Heinonline, and Commerce Clearinghouse Tax Service. Online subscriptions make it possible for staff and library users to access statutory and case law for all 50 states and Washington D.C., a large body of law review and journal articles, as well as other extensive content. These services are very popular with both user groups and are frequently requested.

- Collection development is an ongoing process for the library. This means that the library's collection is constantly scrutinized for changes that need to be made, with an eye toward serving the needs of our patrons in the most cost-effective manner possible.
- For several years, declining revenues have necessitated collection development aimed at identifying material that could be eliminated and replaced with a less expensive source. All library materials are evaluated when they come up for renewal or when updates are received. There are no exceptions to this. However, care is taken to avoid reductions which would result in a decreased level of service to our users, declining revenues force the library to cancel subscriptions wherever possible.

PERSONNEL:

- The main branch (Martinez) has staff permanently assigned to the location.
- The Richmond branch is staffed by a combination of extra help workers and permanent staff from the main branch who rotate through the schedule.
- Although the demand for services is rising, increasing staffing significantly has been difficult due to declining revenues.
- The staff of the Contra Costa County Public Law Library remains committed to serving all users in accordance with the library's high standard of excellence.

PROJECTS AND PLANS:

- Plans for the upcoming fiscal year will focus on the library's ability to continue to meet the research and information needs of its users within a difficult economic climate.
- Staff will work with the Board of Trustees to deliver the best possible service to our users while exercising practices designed to avoid the spread of the Corona Virus which has led to the COVID-19 pandemic. State and local guidelines and directives will be vital during the upcoming year.
- The practice of evaluating all updates and renewals of library materials will continue and staff will work closely with the board of trustees to ensure that a balance of materials is available to serve our diverse users.
- Outreach has always been important at the Law Library, but is uncertain at this time due to the COVID-19 pandemic.
- Law Library sponsored workshops and clinics such as Conservatorship, Court Accounting and Lawyer in the Library are currently on hold while staff works with appropriate professionals to develop alternate methods of providing these services and programs to our users, since in-person contact is not possible at this time.
- The same principle applies to all other services of the Law Library. The main focus for the next fiscal year will be developing and refining ways to serve our users within the health and safety limitations necessitated by the current viral pandemic.
- The Law Library will remain community-based, regardless of changes necessitated by economics and health and safety issues.

COMMENTS:

Although the Contra Costa County Public Law Library is operating in a time of many challenges, the staff and trustees remain committed to serving the people of Contra Costa County. We wish to thank our users for their patience and loyalty as we all work together to assist people in meeting their legal information needs.

A special thanks goes to the Board of Trustees of the Contra Costa County Public Law Library for its ongoing support, wisdom, and counsel.

Carey Rowan

Respectfully submitted

Carey Rowan, Library Director

Appendix A: Analysis of Fiscal Year End Financial Information, July 2019- June 2020

(Based on County General Ledger Closing dated 08/31/20 - Prepared by Arlene Mose on 09/24/20.

REVENUES	Account #	
Court filing fees & nontaxable	9681	\$ 741,693
Miscellaneous nontaxable revenue	9975	55,763
Pooled earnings	9975	23,733
TOTAL REVENUES		\$ 821,189
EXPENSES		
Permanent salaries	1011	229,719
Temporary salaries	1013	50,845
F.I.C.A.	1042	6,105
Retirement expenses	1044	81,404
Employee group insurance	1060	40,033
Retiree health insurance	1061	24,301
Unemployment insurance	1063	295
Workers' compensation insurance	1070	3,079
Office expenses/ Outreach/ Forms	2100	23,729
Postage	2103	119
Communications	2110	6,896
Telephone exchange service	2111	4,357
Minor computer equipment	2132	1,366
Food	2150	255
Memberships	2200	720
Rents and leases- Equipment	2250	9,910
Maintenance- Equipment	2270	1,868
Non-County Prof Specialized Svs	2310	21,518
Data processing services	2315	2,796
Electronic database services	2323	173,257
Information security charges	2326	129
GSD courier service	2331	1,343
Other telecom services	2335	
Insurance	2360	108
Adult materials: Library books	2361	11,177
Specialized printing	2473	205,936
		14,753
TOTAL EXPENSES		\$ 915,568

**CONTRA COSTA COUNTY PUBLIC LAW LIBRARY
TRUST FUND BALANCE - SUMMARY**

Trust fund balance at beginning of FY 2019/20	\$1,442,527
Total revenues - FY 2019/20	821,189
Total expenses - FY 2019/20	(915,568)
Trust fund balance at close of FY 2019/20	\$1,348,148

Appendix B: STATISTICAL AND COMPARATIVE ANALYSIS, JULY 2019 – JUNE 2020

	MARTINEZ		RICHMOND		TOTAL	
	Number	%	Number	%	Number	%
NUMBER OF WEBSITE VISITS	-	-	-	-	4,473	100%
NUMBER OF WEBPAGES VISITED	-	-	-	-	11,692	100%
NUMBER OF VISITS (GATE COUNT)	-	-	-	-	34,482	100%
MATERIALS / RESOURCES USED						
BOOKS— LEG. PROFESSIONALS	1,255	76%	386	24%	1,641	100%
BOOKS—GENERAL PUBLIC	1,061	75%	354	25%	1,415	100%
BOOKS—TOTAL	2,316	76%	740	24%	3,056	100%
CD-ROMS— LEG. PROFESSIONALS	8	100%	0	100%	8	100%
CD-ROMS— GENERAL PUBLIC	0	0	0	0	0	100%
CD-ROMS--TOTAL	8	100%	0	100%	8	100%
COPIER USE— LEGAL PROFESSIONALS	155	73%	57	27%	212	100%
COPIER USE—GENERAL PUBLIC	585	78%	165	22%	750	100%
COPIER USE--TOTAL	740	77%	222	23%	962	100%
COMPUTER USE— LEGAL PROFESSIONALS	548	78%	116	17%	664	100%
COMPUTER USE—GENERAL PUBLIC	1,655	77%	507	23%	2,162	100%
COMPUTER USE—TOTAL	2,203	78%	623	22%	2,826	100%
SERVICES RENDERED						
REFERENCE/RESEARCH— LEGAL PROFESSIONALS	17	81%	4	19%	21	100%
REFERENCE/RESEARCH—GENERAL PUBLIC	193	50%	190	50%	383	100%
REFERENCE/RESEARCH—TOTAL	210	52%	194	48%	404	100%
QUICK ASSISTANCE— LEGAL PROFESSIONALS	722	95%	40	5%	762	100%
QUICK ASSISTANCE— GENERAL PUBLIC	2,090	80%	522	20%	2,612	100%
QUICK ASSISTANCE—TOTAL	2,812	83%	562	17%	3,374	100%
HELP BY PHONE/EMAIL—LEGAL PROFESSIONALS	58	84%	11	16%	69	100%
HELP BY PHONE/EMAIL—GENERAL PUBLIC	1,112	88%	154	12%	1,266	100%
HELP BY PHONE/EMAIL—TOTAL	1,170	88%	165	12%	1,335	100%
HELP WITH FAX— LEGAL PROFESSIONALS	7	100%	0	0	7	100%
HELP WITH FAX— GENERAL PUBLIC	17	74%	6	26%	23	100%
HELP WITH FAX— TOTAL	24	80%	6	20%	30	100%
CASH TRANSACTIONS— LEGAL PROFESSIONALS	167	68%	79	32%	246	100%
CASH TRANSACTIONS—GENERAL PUBLIC	6,546	94%	436	6%	6,982	100%
CASH TRANSACTIONS—TOTAL	6,713	93%	515	7%	7,228	100%
WORKSHOPS & CLINICS						
CIVIL PRO PER	35	100%	-	-	35	100%
CONSERVATORSHIP - REQUIRED	111	100%	-	-	111	100%
CONSERVATORSHIP - OPTIONAL	34	100%	-	-	34	100%
GUARDIANSHIP	20	100%	-	-	20	100%
LAWYER IN THE LIBRARY	173	61%	112	39%	285	100%
SMALL CLAIMS	49	100%	-	-	49	100%



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Payments for Services Provided by John Muir Behavioral Health Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$55,623 to John Muir Behavioral Health Center for the provision of inpatient psychiatric treatment services including diagnostic and therapeutic services and mental health treatment, for the period June 15, 2020 through June 30, 2020.

FISCAL IMPACT:

If approved, the payment will be funded 100% by Mental Health Realignment funding.

BACKGROUND:

On June 11, 2019, the Board of Supervisors approved Contract #24-794-8(22), as amended by Contract Amendment Agreements #24-794-8(23) and #24-794-8(25) with John Muir Behavioral Health Center 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 inpatient psychiatric treatment services including diagnostic and therapeutic services and mental health treatment.

Contra Costa Regional Medical Center (CCRMC) referred patients to John Muir Behavioral Health Center when CCRMC inpatient psychiatric units became full. There was an unanticipated increase in the need for psychiatric services during the contract term and the contract payment limit was exceeded.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020**
 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: November 10, 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)

As requested by the County, John Muir Behavioral Health Center provided additional inpatient psychiatric treatment services in good faith. Behavioral Health Services Division Administration has therefore determined that John Muir Behavioral Health Center is entitled to payment for the reasonable value of their services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover reasonable value of those services.

CONSEQUENCE OF NEGATIVE ACTION:

John Muir Behavioral Health Center will not be paid for psychiatric treatment services rendered in good faith.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Diana Becton, District Attorney
Date: November 10, 2020

Subject: Request for relief of cash shortage

RECOMMENDATION(S):

AUTHORIZE relief of cash shortage in the District Attorney's Office - Special Operations Asset Forfeiture Trust Fund in the amount of \$74,441.53, as recommended by the County Administrator. (100% General Fund)

FISCAL IMPACT:

Cash shortage in the amount of \$74,441.53 will be funded with 100% General Fund.

BACKGROUND:

In accordance with provisions of Administrative Bulletin 207.7, the Auditor-Controller has verified and concurs with the report of a cash shortage in the amount of \$74,441.53 in the District Attorney's Office - Special Operations Asset Forfeiture Trust Fund.

This shortage is due to a double payment to the Department of Industrial Relations. The District Attorney's Office had seized funds in the amount of \$71,830 in June 2014 for a particular case and the amount seized was subsequently released to the Department of Industrial Relations in February 2015 in accordance with the negotiated disposition of the case. A shortage was created in October 2019 when the court order was again processed

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Jason Chan, (925)
957-2234

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

By: , Deputy

cc: Laura Strobel, Senior Deputy County Administrator, Bob Campbell, Auditor-Controller

BACKGROUND: (CONT'D)

in error. Release of the \$71,830 plus interest resulted in a second disbursement of \$74,441.53 to the Department of Industrial Relations. The District Attorney's Office is coordinating with the Department of Industrial Relations on a refund/recovery. Relief of the cash shortage is being requested to balance the account and to allow the District Attorney's Office to make immediate disbursements for other unrelated cases pursuant to court order.

CONSEQUENCE OF NEGATIVE ACTION:

The shortage will not be relieved, cash will not be in balance. Funds would not be available to pay out the legal financial obligation.

ATTACHMENTS

DA to Auditor Letter 102920



OFFICE OF THE DISTRICT ATTORNEY
CONTRA COSTA COUNTY

Diana Becton
DISTRICT ATTORNEY

October 29, 2020

Robert Campbell, Auditor-Controller
625 Court Street
Martinez, CA 94553

RE: Relief of cash shortage in the District Attorney's Office - Special Operations
Asset Forfeiture Trust Fund

Robert Campbell,

A defendant in a case entered a negotiated disposition where the terms and conditions state that \$71,830 seized pursuant to a search warrant be released to the Department of Industrial Relations (DIR).

Three significant events occurred:

1. On June 17, 2014, \$71,830 was seized and deposited.
2. On February 05, 2015, \$71,830 was then disbursed to the DIR.
3. On October 09, 2019, an overpayment occurred when our office again processed the disbursement for \$71,830 plus interest. Check 023269 in the amount of \$74,441.53 was issued to the DIR.

The disbursement made in error to the DIR has already been distributed to the victims of the case. The District Attorney's Office is coordinating with the DIR on a potential refund to the County of Contra Costa in an amount up to \$74,441.53 over time. This will be dependent on the defendant's future payments in accordance with their negotiated disposition.

Due to the prior accounting structure uniquely implemented by the District Attorney's Office when the initial deposit and disbursement was made in 2014/2015, the subsequent overpayment was able to inadvertently occur. The prior accounting structure is longer utilized, and funds have been transferred into a County Trust Fund subject to all internal controls, practices, and procedures.

A relief of the cash shortage in the amount of \$74,441.53 is being requested to balance the account, allowing the District Attorney's Office to make immediate disbursements for other unrelated cases per court order.

Please contact me if you have any questions or if I can be of any assistance. I can be reached at (925) 957-2234 or Jason.Chan@contracostada.org.

I verify, under penalty of perjury, that there is no fraud or gross negligence involved, and that the statements are true and correct to the best of my knowledge based on the facts, reports, and documentation I have been privy to.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J Chan', is positioned above the typed name.

Jason Chan, Chief of Administrative Services
Contra Costa County District Attorney's Office



Contra
Costa
County

To: Board of Supervisors
From: Deborah R. Cooper, Clerk-Recorder
Date: November 10, 2020

Subject: Memorandum of Understanding with SECURE Electronic Recording Delivery System

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a Memorandum of Understanding (the "SECURE MOU") with the Counties of Orange, Los Angeles, Riverside, and San Diego to participate in the SECURE Electronic Recording Delivery System, in an amount of \$50,000 for an initial fee and an annual fee not to exceed \$110,000, for a term beginning upon the execution of the agreement and continuing until August 23, 2023.

FISCAL IMPACT:

There is no impact to the County General Fund for this program. It will be paid for with dedicated Recorder Electronic Delivery System ("ERDS") Trust fund monies. The initial "buy-in" fee and the annual cost are determined by the number of real property documents recorded in the previous year, as specified in the SECURE MOU.

BACKGROUND:

On November 1, 2005, the Board of Supervisors approved the County's participation in the Electronic Recording Delivery Act of 2004 (the "ERDA"). (Item #57.) The Board authorized the County Clerk-Recorder, or designee, to negotiate and execute those agreements necessary to implement the County's participation in the ERDA.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

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

Contact: 9253357898

By: , Deputy

cc:

BACKGROUND: (CONT'D)

There are two approved Electronic Recording Delivery Systems (“ERDS”) in the State of California – CERTNA and SECURE. These systems allow government agencies and submitters under the ERDA to electronically submit real property documents for recording. On May 22, 2012, the Board of Supervisors adopted Resolution No. 2012/228, which authorized the County Clerk-Recorder, or designee, to execute an MOU with CERTNA to participate in ERDS. The County Clerk-Recorder currently participates in ERDS through CERTNA.

Approval of this agenda item will authorize the County Clerk-Recorder to execute the SECURE MOU and allow participation in the SECURE ERDS for a term which expires on August 18, 2023. Under the MOU, the County will pay an initial “buy-in” amount of \$50,000 and an annual amount not to exceed \$110,000, for an estimated total of \$340,000 over the term of the MOU. The SECURE MOU contains a mutual indemnification clause. SECURE’s ERDS is approved by the California State Attorney General.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve and authorize the Clerk-Recorder to execute the MOU with SECURE will limit the County's participation to one ERDS. This may result in the County lacking flexibility and speed in interacting with our recording partners, which ultimately could be to the detriment of the public.

ATTACHMENTS

SECURE MOU



MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN OWNER COUNTIES AND PARTNER FOR THE USE OF THE SECURE ELECTRONIC RECORDING DELIVERY SYSTEM

This Memorandum of Understanding Agreement (“**MOU**” or “**Agreement**”) is made and entered into on the day of _____, between the SECURE owning Counties of Orange, Los Angeles, Riverside, San Diego (“**Owners**”), and the county of _____ (“**Partner**”), a political subdivision of the State of California.

RECITALS

WHEREAS, Assembly Bill 578 (Stats. 2004, Ch. 621, sec. 2), known as the Electronic Recording Delivery Act of 2004, set forth in Title 3, Division 2, Part 3, Chapter 6, Article 6 of the California Government Code (section 27390 *et seq.*) authorizes County Recorders in California to accept digitized electronic records and certain digital electronic documents for recordation pursuant to the provisions and regulations promulgated by the Department of Justice; and

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego entered into an agreement to share the ownership and ongoing maintenance of a multi-county electronic recording delivery system, called the Statewide Electronic Courier Universal Recording Environment, “SECURE”; and

WHEREAS, the SECURE electronic recording delivery system is compliant with the Electronic Recording Delivery Act of 2004 for the electronic submission and subsequent recording of documents with county recorders; and

WHEREAS, Partner would like to submit electronic documents through SECURE; and

WHEREAS, Orange County (“**Lead County**”) takes the lead role in developing, supporting this multi-county system, and is responsible for executing any agreements with Partners with the approval of the other Owners.

NOW THEREFORE, the parties, above mentioned, for and in consideration of the mutual promises and agreements herein continued, do agree to the following

AGREEMENT

1. **Statement of Purpose:**

The purpose of this MOU is to allow a Partner to share in the use of the SECURE multi-county electronic recording delivery system. It will be more cost effective for the Partner to participate in a cooperative system as opposed to purchasing and maintaining a separate system. The electronic recording delivery system has the ability to facilitate access and communicate with certain customers electronically that will enable a county’s recording process to be more efficient and timely.

2. **Term:**

The term of this MOU shall commence upon the execution of this MOU by the Lead County and the Partner and shall continue in effect until August 18, 2023. The Owners and the Partner may further extend the term by written agreement.

3. **Administration:**

The duties and responsibilities of the parties, as well as the configuration of the system, are set forth in Exhibit A.

4. **Fees and Costs:**

This is a fixed rate agreement for all related services. Owners agree to accept the specified compensation set forth in Exhibit B, Compensation and Payment, as full remuneration for providing all equipment, performing all services, furnishing all staffing and materials necessary, and performing all its duties and obligations hereunder.

5. **Indemnification:**

In lieu of and notwithstanding the *pro rata* risk allocation, which might otherwise be imposed between the parties pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a county shall not be shared *pro rata*, but instead the parties agree that, pursuant to Government Code section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents harmless from any claim, expense or cost (including attorney's fees), damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of that party's negligent acts, omissions, or willful misconduct of its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such county under this Agreement. No county, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto or any provider of SECURE, and their board members, employees or agents, under or in connection with or arising out of the Agreement. It is further understood and agreed that the indemnification herein extends to and includes liability which arises by operation of law as the result of any act, omission or occurrence related to this Agreement, or which arises from the work performed relative to this Agreement. Should the legality of this Agreement be challenged, the Owners and Partner shall equally share the cost of defense, litigation and any damages award.

6. **Cooperation of parties:**

The Partner recognizes that full cooperation is essential in the handling of data and information contemplated by this Agreement. Unless otherwise provided by law, Partner agrees to provide any data, information, and documentation reasonably necessary to the performance of this Agreement. Partner acknowledges there are other Partner users of the system and that information provided may be used to ensure the operation of the SECURE system for all users.

If a Partner department or division enters into a separate SECURE agreement under the G2G program, Partner shall ensure that all SECURE recording requirements, including

implementation of all security measures and credential requirements, as included in Exhibit A.

7. Modification:

No alteration or variation of the terms of this Agreement shall be valid or binding unless made in writing by the parties. No exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the Lead County in writing.

8. Successors and assigns:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

9. Assignment:

This Agreement shall not be assigned by a party, either in whole or in part, without prior written consent of other party. Any assignment or purported assignment of this Agreement by a party without the prior written consent of the other party will be deemed void and of no force or effect.

10. Review for legal adequacy:

Each party acknowledges and agrees that this Agreement has been reviewed and approved as to form by each party's respective legal counsel.

11. Governing laws and venue:

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

12. Waiver:

No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by any party shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of either party in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

13. Severability:

If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

14. Termination:

- a. Either party may terminate this Agreement for any reason by providing 30 calendar days written notice of termination.
- b. In the event of termination by Partner County, Owner Counties shall retain the initial buy-in fee and any other maintenance fees collected, as required to participate in SECURE.

15. Notices:

All notices, billings, or other communications provided for in this Agreement shall be sent by postage prepaid, first class mail to the respective Counties as provided in this paragraph.

Lead County
The County of Orange
Hugh Nguyen
Orange County Clerk-Recorder
County Administration South
601 N. Ross St.
Santa Ana, CA, 92701
(714) 834-2248

Partner
[PARTNER COUNTY TO PROVIDE NOTICE CONTACT INFORMATION]

16. Signatures in Counterparts:

This MOU may be executed in counterparts by the parties. This MOU is in effect as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

Signatures to Follow

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and attested to by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

**LEAD COUNTY
THE COUNTY OF ORANGE, a political subdivision of the State of California**

By: Hugh Nguyen

Signature: _____

Title: Orange County Clerk-Recorder

Dated: _____

**THE OFFICE OF THE ORANGE COUNTY COUNSEL
APPROVED AS TO FORM**

Signature: _____

Title: Deputy County Counsel

Dated: _____

Signature Pages Continue on Next Page

PARTNER

[PARTNER COUNTY TO PROVIDE APPROPRIATE SIGNATURE BLOCK]

Exhibit A

Service Level Agreement for Partners of the SECURE Electronic Recording Delivery System

The SECURE electronic recording delivery system is AB 578 compliant in the electronic submission and subsequent recording of documents with county recorders. Orange County is the Lead County in developing and supporting this multi-county system.

A county interface with SECURE, as referenced in this document, includes the hardware, software and network connections of the product that any Partner County has put in place to use the SECURE Application Programming Interface (API) in order to connect their county recording system to SECURE.

Lead County Responsibilities

In its role as overseer of SECURE, the Lead County will hold the following general responsibilities:

1. Provide Electronic Recording API documentation to Partners.
2. Host, support and manage ongoing system operations and support capabilities.
3. Assist with coordination in implementing new submitters.
4. Manage the SECURE accounts (approval/denial/suspension) for all county administrators.
5. Administer the mechanism for additional counties to join as Partners on an ongoing fee basis.
6. Serve as a liaison with the Office of the California Attorney General and the counties to ensure that all standards are met.
7. Select and manage server hosting facilities based on security, disaster survivability, and business continuity requirements.
8. Manage installation, testing, and final acceptance of SECURE system modification/enhancements.
9. Maintain ongoing system management procedures and policies.
10. Manage processes for change management, system upgrades, enhancements, and support.
11. Provide advanced notice of changes to configuration, software and/or Road Map.
12. Disburse funds for support costs and all software licensing.
13. Provide technical point of contact.
14. Ensure that all security policies and best practices are enforced.
15. Train new submitters.

Partner County Responsibilities

Partner counties have the following general responsibilities:

1. Adhere to the general guidelines of the system design in the diagram entitled "SECURE Acceptable Configuration for Partner Counties."
2. Pay the Lead County upon being invoiced for the initial "buy-in" fee outlined in exhibit B within 15 days of signing this MOU.

3. Pay the Lead County upon being invoiced for the annual maintenance fee outlined in Exhibit B once the SECURE system can support connections for testing from the Partner County, as determined by mutual agreement of the Lead County and the Partner County.
4. Provide to the Lead County an updated list annually of the staff at Partner County who is authorized to call in for SECURE support.
5. Pay all costs related to the establishment of Partner County's interface with SECURE, including hardware, software, software development and network connection to SECURE.
6. Provide all support for Partner County's interface with SECURE, including hardware, software and network connection to SECURE.
7. Work with the Lead County in fulfilling the requirements set forth by the California Attorney General for system certification.
8. Carry out any new user or new submitter implementation steps that require onsite visits for submitters that reside within Partner County.
9. Collect required documentation from submitters and send to the Lead County.
10. Provide a copy of Partner County's current computer security policy annually to the Lead County (will not be shared beyond the Lead County).
11. Carry out annual ERDS submitter onsite local inspections for submitters that reside within Partner County. Local inspection will verify address, workstation(s) and staff, with results provided to the Lead County.
12. Provision County queues in the SECURE Administrator website for submitters that submit to Partner County.

System Availability and Support

SECURE will be implemented by Partner Counties in the configuration illustrated in the diagram entitled "SECURE Acceptable Configuration for Partner Counties." This Agreement details service levels for the Lead County hosted components identified in this diagram.

The system includes the interconnected components illustrated in the diagram required to deliver recordable documents to a county recorder and return them after recording using a method that is AB 578 compliant. The Lead County guarantees that:

1. The system will be available, with the exception of weekly maintenance windows, which will be scheduled in advance and unscheduled maintenance, which will be handled as outlined later in this document.
2. The Lead County will provide one (1) week advance notice of scheduled maintenance. Unscheduled maintenance will be attended to based upon urgency. Partner counties will be notified within one (1) hour after unscheduled maintenance has been initiated and will be updated hourly via e-mail until the issue has been resolved. Unscheduled maintenance includes, but is not limited to, infrastructure or network problems. For recovery time and recovery point objectives, see "Data Recovery" and "Hardware Recovery" below. Be advised that Partner County shall also to provide one (1) week advance notice of scheduled maintenance, so that Lead County may be prepared to provide assistance during such maintenance.
3. The Lead County will provide telephone assistance for support of the system. The Lead County will use its best efforts to respond to service incidents corresponding to severity (see table 1 below), as determined by Lead County. Regarding telephone assistance types, a noncritical inquiry is defined as a request for information that has no impact on the service quality if not answered or acted upon promptly.

Assistance requested during Lead County non-business hours (nights, weekends and Lead County holidays) will be attended to on an on-call basis, with urgency determined by Lead County.

Table 1

Type	Description	Reply	Update	Metric	Availability
Urgent Ticket	Multiple Users Impacted	1 hr.	1 hr.	Automated Report	8x5
High Ticket	Single User Work Stoppage	3 hr.	24 hr.	Help Desk Report	8x5
Medium Ticket	Urgent, No Work Stoppage	3 hr.	48 hr.	Help Desk Report	8x5
Low Ticket	Process Improvement	24 hr.	1 wk.	Help Desk Report	8x5
Non-Critical Inquiry	Request for Information	48 hr.	1 wk.	Help Desk Report	8x5

Data Recovery

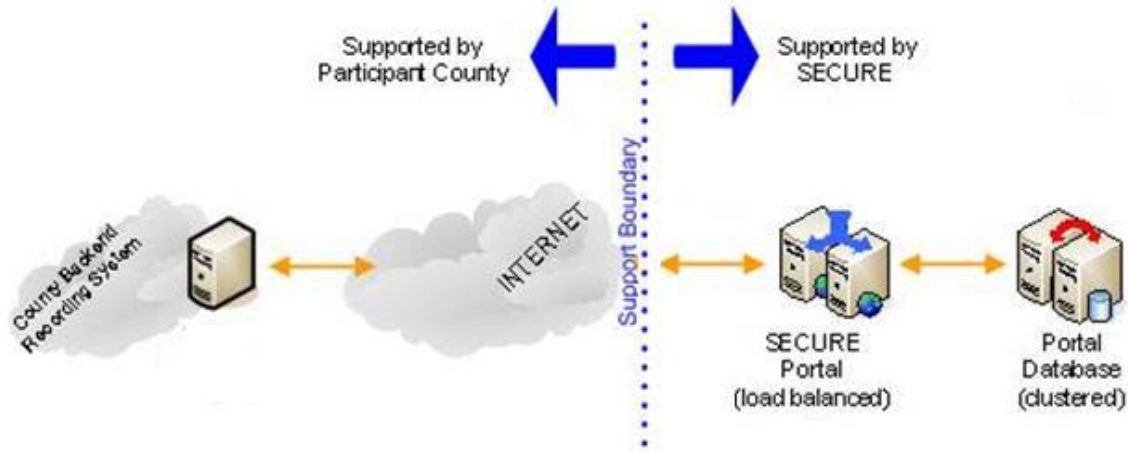
Full system backups will be accomplished at regular intervals of the SECURE components. In the event of data loss due to hardware, software or operating system failure, the recovery time objective (when the system returns to service) will be 24 hours, with a recovery point objective (system state) of 8 hours prior to incident.

Hardware Recovery

Lead County hosted components have built-in redundancy. In the event of a redundant component failure, spare components will be available to recover system redundancy within 4 hours. In the event of a non-redundant component failure, the recovery time objective will be 24 hours, with a recovery point objective of 8 hours.

SECURE Acceptable Configuration for Partner Counties

With the exception of the SECURE Portal Database (which is shared by all counties), all components run in a virtual, clustered environment. The below illustration delineates the support boundary for determining what the Partner County is responsible to support and what areas the Lead County is responsible for.



Security and Credential Requirements for Partner Counties

The following need to be provided to the Lead County prior to access being granted to the SECURE System:

1. Eligibility as a government entity.
2. Completed Initial Contact Information form and applicable signed SECURE MOU.
3. A completed SECURE Hardware/Software Checklist for each submitter workstation.
4. List of staff that require login access to the SECURE System.
5. Signed Acknowledgement of Responsibilities form for staff that require login access to the SECURE System.
6. Evidence of identity proofing of staff that require login access to the SECURE System.
7. Copy of Partner County's current computer security policy (annual requirement).

Exhibit B
SECURE Partner Fee Structure

A. Initial Buy-In Fee

SECURE Owners have agreed to a three-tiered fee structure for incoming Partners. The Partner fee structure is as follows:

<u>Tier No.</u>	<u>County Size (Annual Docs)</u>	<u>Initial “buy-in” Fee</u>
Tier 1	> 300,000 docs	\$100,000
Tier 2	100,001 – 300,000 docs	\$50,000
Tier 3	0 – 100,000 docs	\$25,000

The buy-in fee will be used to reimburse the Lead County for setup and onboarding costs to incorporate the new Partner into the SECURE system, for enhancements or modifications to the SECURE system, or other purchases voted on by the Owners. Payment for the initial buy-in of the SECURE system will be due no later than 15 days after the execution of the Agreement.

System set up and testing will proceed after payment is received for the initial buy-in fee. At the time the system can support connections for testing from the Partner County, as determined by mutual agreement of the Lead County and the Partner County, annual maintenance fees will be activated.

B. Annual Maintenance Fee

The Partner counties annual maintenance fee will be \$0.30 per recorded document for the previous calendar year as reported to the Office of the Insurance Commissioner pursuant to Section 27296 of the Government Code. The recorded document amount will be transcribed from the annual letter issued by the State of California Department of Justice Electronic Recording Delivery System Program, and billed once per fiscal year.

C. Request for Payment

Lead County shall submit electronic invoices to each Partner for service under this Agreement no later than March 31st of each year. Payment shall be submitted to Lead County no later than 30 days following receipt of the invoice. Checks will be made payable to Orange County Clerk-Recorder and mailed to the following address:

Orange County Clerk-Recorder

Attn: Finance
County Administration South
601 N. Ross Street
Santa Ana, CA 92701

Failure to pay any invoices for services or to meet any other obligation of the Agreement may result in the termination of the Agreement upon the concurrence of the Owners. The Partner County will be given written notice of any termination with an opportunity to cure the breach of the Agreement within 10 days. If Partner County fails to cure the breach and the Agreement is terminated, the initial buy-in fee will be retained, as well as any maintenance fee that has already been paid.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Unpaid Student Training Agreement #22-206-9 with University of San Francisco

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #22-206-9 with University of San Francisco, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers to nursing students for the period November 1, 2020 through October 31, 2024.

FISCAL IMPACT:

This is a non-financial agreement.

BACKGROUND:

The purpose of this agreement is to provide University of San Francisco nursing 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 September 13, 2016, the Board of Supervisors approved Contract #22-206-8 with University

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Daniel Peddycord , RN, MPA
925-313-6712

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

By: , Deputy

cc: Alaina Floyd, M Wilhelm

BACKGROUND: (CONT'D)

of San Francisco for the provision of clinical field experience and instruction from County's Health Services Department for the period from November 1, 2016 through October 31, 2020.

Approval of Unpaid Student Training Agreement #22-206-9 will allow University of San Francisco students to receive supervised fieldwork instruction and experience at CCRMC and Contra Costa Health Centers, through October 31, 2024.

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.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 10, 2020

Subject: Design-Build procurement method for the County project to demolish 651 Pine Street and Old Jail Annex

RECOMMENDATION(S):

AUTHORIZE the Public Works Director, or designee, to issue a Request for Qualifications to prequalify design-build entities for requests for proposals for the demolition of 651 Pine Street and the Old Jail Annex and construction of a replacement facility at 651 Pine Street.

FISCAL IMPACT:

There is no direct fiscal impact from the actions at this time. The request for qualifications process is the first step in soliciting and selecting a design-build entity.

BACKGROUND:

Typically, public projects are competitively awarded to the lowest bidder through a design-bid-build solicitation and award process. In 2015, the state legislature adopted legislation allowing local agencies to use a design-build project procurement method. Under design-build project procurement methodology local agencies rank bidders according to best value criteria specified in a Request for Qualifications (RFQ) and Request for Proposals (RFP). The public contract code authorizing design-build project procurement requires the local agency's governing board to approve use of the design-build method. Contra Costa County has successfully used Design-Build procurement on several projects, most recently the new Administration Building and the new Emergency Operations Center.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Eric Angstadt
925.655.2075

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The two main advantages of Design-Build are allowing for a faster project completion and improved design through the ability to more easily modify final design during the construction process. Staff will solicit responses to a RFQ for the project and create a short list of qualified design build entities. The project is the demolition of the 651 Pine Street tower and north annex. Demolition of some or all of the Old Jail Annex will be part of the overall project as well with the exact scope of that demolition depending on the outcome of ongoing negotiations with the City of Martinez. The exact scope and amount of the various options will be determined by the Board of Supervisors during contract award based on the pricing of each option. Design-build procurement is especially appropriate for this project because the ability to re-use some or all of the subterranean portions of the 651 Pine complex may yield overall project savings in the later construction of building foundations and underground water retention features. Having a single design-build entity involved will ensure the maximum re-use and recycling of materials during demolition. Staff recommends Board approve the use of Design-Build methodology for the above project and authorize staff to begin the process by issuing a Request for Qualifications to begin to identify and qualify interested teams for the project.

CONSEQUENCE OF NEGATIVE ACTION:

Not approving these actions could lead to increases in the cost of the project through continued escalation of construction costs during the longer design and bidding phases under the more traditional procurement method and potentially greater costs and waste generation by not maximizing re-use and recycling during a separate demolition phase.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 10, 2020

Subject: Health Services Department Authority for Relocation Expense Reimbursement Plan

RECOMMENDATION(S):

AUTHORIZE the Health Services Director, with the concurrence of the County Administrator or designee, to reimburse selected merit system physicians and selected classifications exempt from the merit system for expenses incurred in relocation to the San Francisco Bay Area for purposes of working for Contra Costa County Health Services Department.

The maximum amount reimbursable per individual new hire will be \$10,000.

Reimbursable expenses will include, but not be limited to:

- Costs incurred in one "house hunting" trip subsequent to accepting employment by Contra Costa County Health Services,
- Costs incurred in the packing and transportation of personal possessions, furniture, etc. including airfare, for the individual and any family members that are also being relocated; gas/mileage; hotel accommodations; meals; and other approved costs that may be incurred in the actual relocation to the job site area.

Relocation reimbursement may be paid to the individual after they begin full-time County employment and upon presentation of receipts for claimed expenses. In the event that the individual fails to work for Contra Costa County Health Services Department for a continuous period of six months after their start date, the full amount of any relocation reimbursement paid to the individual will become due and payable back to the County on the individual's separation date.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Patrick Godley,
925-957-5405

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

By: , Deputy

cc: Marcy Wilhelm, Jackie Peterson

RECOMMENDATION(S): (CONT'D)

>Approval of the above recommendations, will supercede the Board's prior action of August 12, 2008 (Item C.67), which authorized a maximum amount of \$7,500 reimburseable per individual new hire.

FISCAL IMPACT:

It is anticipated that payment for relocation expense will occur on an infrequent basis. The annual estimated cost is \$7,500-\$20,000. Third party revenue will be claimed as appropriate.

BACKGROUND:

On August 12, 2008, Item C.67, the Board of Supervisors authorized the Health Services Director, with the concurrence of the County Administrator or designee, to reimburse selected merit system physicians and selected classifications exempt from the merit system for expenses incurred in relocation to the San Francisco Bay Area for purposes of working for Contra Costa County Health Services Department. The maximum amount reimburseable per eligible new hire was approved at \$7,500. The authorization has supported the department's recruitment efforts of physicians and certain in-demand exempt positions, which at times involves the individual relocating from other parts of California and the nation.

In consideration of the increasing costs of relocating expenses over the past 12 years, the department is requesting to increase the amount reimburseable from \$7,500 to \$10,000. This board order reflects the same reimbursement conditions as approved on August 12, 2008, with the exception of the maximum reimburseable amount. Approval of the recommendations will continue to support the department's recruitment efforts for these competitive positions.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contra Costa County Health Services Department may not be able to recruit qualified exempt employees and physicians.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 10, 2020

Subject: Contract for facility condition assessment of the County building portfolio and software

RECOMMENDATION(S):

AUTHORIZE the County Administrator or designee, to sign, subject to approval by the County Administrator and approval as to form by County Counsel, a software and services agreement for facility condition assessment of the County building portfolio and software to assist in capital planning activities for five years, in an amount not to exceed \$650,000, with Accruent, L.L.C.

FISCAL IMPACT:

The cost of the assessment and software will be \$650,000. (100% General Fund Capital Reserves)

BACKGROUND:

The County did a facilities condition assessment (FCA) in 2007 which was partially updated in 2014. Ideally, an FCA should be performed every approximately five years to assess the condition and amount of deferred maintenance in the building portfolio to guide capital facilities spending and planning in the coming years. Staff recommends a comprehensive FCA be performed in FY 20-21 to help prepare capital spending plans in the upcoming budget years and since it has been approximately seven years since the last update of the County wide FCA.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Eric Angstadt
925.655.2075

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Not approving this action will limit the amount of timely and updated information on the physical condition of the County buildings during upcoming budget cycles.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 10, 2020

Subject: Revised Advisory Council on Aging Bylaws

RECOMMENDATION(S):

APPROVE the revised Bylaws of the Advisory Council on Aging to address membership roles, responsibilities, and quorum requirements.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

The revised Advisory Council on Aging (ACOA or Council) bylaws will do the following:

- Eliminate the second vice president as there are no meaningful duties for the office and, the ACOA has had difficulties securing people to seek the office;
- Combine the Secretary and Treasurer positions since the Secretary's only job is to call the roll and the Treasurer's only job is to collect the donations to the Refreshment Fund; and
- Allow creation of vetted Alternate Members to avoid having to cancel Council Meetings for lack of a quorum and/or waiting for enough members to arrive to make a quorum. The ACOA has 40 authorized members: 20 at-large members, 19 members nominated by the cities, and one member from the Nutrition Council. The ACOA quorum is comprised of 21 members and it is not unusual for 11 or 12 members to be absent for valid reasons during

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Elaine Burres
608-4960

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

certain times of the year. Council members checked a number of other County entities and encountered one with 20 members that had alternate members approved by County Council and the Board of Supervisors. Alternative members would assist in maintaining membership available for meeting quorum requirements.

CONSEQUENCE OF NEGATIVE ACTION:

If revisions are not approved, the bylaws would remain the same and current issues would not be addressed and solutions would not be integrated into the bylaws.

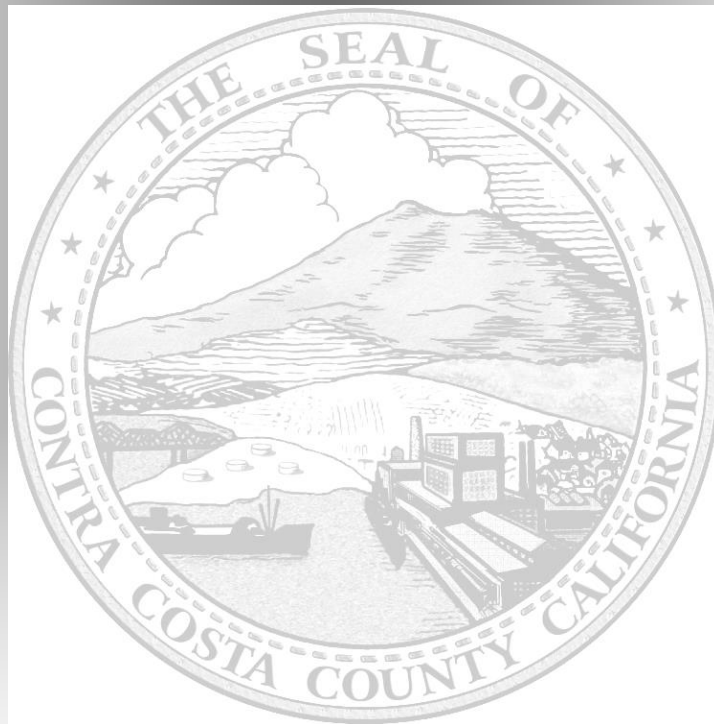
ATTACHMENTS

ACOA Revised Bylaws Final

Redline ACOA Revised Bylaws Final

CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING

BYLAWS



ADVISORY COUNCIL ON AGING BYLAWS INDEX

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CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING

BYLAWS

April 30, 2020

PREAMBLE

In recognition of the problems of the older people of Contra Costa County and the need for concerted community action to help resolve these problems, this non-sectarian, non-partisan organization was formed in 1962.

ARTICLE I - NAME

- 1.1 The name of this organization shall be "CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING", which shall hereinafter be referred to as "The Council". *

**The Board of Supervisors sanctioned the Council as the County-wide Coordinating Committee in 1969. Under the Older Americans Act (Title III of the Older Americans Comprehensive Services Amendment of 1973), the Contra Costa Area Agency on Aging was established October 1, 1975, with the Advisory Council on Aging as the representative group which advises the Board of Supervisors on the Contra Costa Area Plan and its implementation.*

ARTICLE II - PURPOSE

- 2.1 Planning for Older Residents
The Council shall provide a means for county-wide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of this County.
- 2.2 Leadership and Advocacy
The Council shall provide leadership and advocacy on behalf of older persons and serve as a channel of communication and information on aging.
- 2.3 Advise on Area Plan
The Council shall advise the Area Agency on Aging (AAA), the Aging and Adult Services Bureau of the Contra Costa County Employment and Human Services Department (hereinafter referred to as "Aging and Adult Services") and the Board of Supervisors on the Four-Year Area Plan. This is based on the unmet needs and priorities of older per-

sons as determined by surveys of local committees (commissions) and coalitions on aging, and results of public hearings held in conjunction with Aging and Adult Services.

ARTICLE III - MEMBERSHIP

3.1 Composition of Council

Including the officers, the Council shall have not more than 40 members. These members shall consist of the designated representatives of the local municipalities [nineteen (19)], and one (1) Senior Nutrition Program Council representative. The remainder will be Members-at-Large (20.) The Council will strive to achieve membership that reflects the ethnic, economic and geographic balance of the senior population of the County. The Council will make every effort to achieve a membership where one-fourth of the Council is made up of actual consumers of services under the Area Plan, and at least one member will represent the interests of people with disabilities. The ACOA may recommend for appointment up to four (4) alternate Member-at-Large (MAL) members, who shall serve and vote in place of members (City or MAL) who are absent from, or who are disqualifying themselves from participating in a meeting of the ACOA.

Alternates must meet the same requirements as a regular member-at-large. Alternates may also be reimbursed for travel expenses.

3.2 Membership Status

The County Board of Supervisors appoints Members-at-large seat, following their standard policies and procedures for such appointments. Local municipalities and the Senior Nutrition Program Council select a representative as their designated liaison to the Council.

3.3 Members' Terms of Office

The County Board of Supervisors shall approve members for an approximate two (2) year term. All terms expire on September 30th. Accordingly, an appointment made on a date other than October 1 will have a term adjusted to expire on the September 30 prior to the two-year anniversary date. When applicable, any vacant seat shall be filled for the unexpired term remaining for that seat.

3.4 Residency and Age Requirement

All members, including alternates, shall reside in Contra Costa County. Change of residence to outside of Contra Costa County will automatically terminate membership on the Council. All members shall be at

least eighteen (18) years of age.

3.5 Ex-Officio Members

Contra Costa County members of the California Commission on Aging, the California Senior Legislature and representatives of other groups from Contra Costa County concerned with aging may be invited by the Council to join it as ex-officio, non-voting members. Such ex-officio memberships shall be outside of, and in addition to the number of regular memberships established by Section 3.1 of these bylaws.

3.6 Past Council Presidents

All past presidents who are no longer members of the Advisory Council on Aging shall be considered members ex-officio after their terms of office have been completed. Such memberships shall be non-voting.

3.7 Emeritus Members

To honor past exemplary service to the Council, any member of the Council may nominate an Emeritus Member. Emeritus Members will be appointed upon a majority vote of a quorum. Such appointment is an honorary lifetime title. Emeritus members may not vote, nor does their membership factor into the quorum determination.

3.8 Appointments of Members

When a vacancy occurs, the Membership Committee shall recommend a replacement for approval by the Council and possible appointment by the Board of Supervisors

3.9 Attendance

For the purposes of attendance, a membership year is January through December. Due to the inability of the Council to carry out its business when a quorum is not met, attendance at all required meetings is of the utmost importance.

All members are required to attend meetings on a regular basis.

A member who is absent from four (4) regularly scheduled meetings in a membership year shall be deemed to have voluntarily resigned from the Council. If that occurs, the former Council member's status will be noted at the next scheduled Council meeting and shall be recorded in the Council's minutes. The President shall, without further direction from the Executive Committee, inform Board of Supervisors of the member's resignation and request the appointment of a replacement.

3.10 Leaves of Absence

A member may request a Leave of Absence. Requests for a Leave of Absence must be in writing and: (1) include the beginning date; (2) the anticipated ending date; and (3) the reason for the leave request. Examples of acceptable reasons for leaves include: bereavement, family and medical leaves, jury and witness duty, or a personal leave for another reason. The Executive Committee will determine if the leave is granted or denied and the President will notify the member. If approved, the member's attendance will not be tallied during the leave period and their seat will not be declared vacant.

3.11 Resignation

All members must submit a written resignation when vacating membership. The President shall then submit the resignation to the Board of Supervisors.

3.12 Removal of Members

After three meetings following appointment to the Council, each member shall be subject to removal for cause. Any member who believes a member should be removed from the Council must provide a written request to the Membership Committee for evaluation and recommendation to the full Council for a vote on the removal request. In the case of municipal appointments, a recommended removal may also occur at any time the municipality withdraws their approval or sponsorship. As the Contra Costa County Board of Supervisors is the appointing authority for the Advisory Council on Aging, recommended removals are subject to the ratification of the Board of Supervisors.

ARTICLE IV - MEMBERSHIP MANDATES

4.1 Commitment

Incoming members are to be active, contributing members as evidenced by, but not limited to, attendance at the regular monthly Council meetings and each member is required to participate in the activities of at least one of the Council's committees or designated work groups. All members must choose a committee or work group within six (6) months of appointment and notify Membership Chair and Staff of that choice. Any subsequent change requires the same notification. A member must satisfy the attendance requirements of any organization which they have been assigned to represent the Council.

4.2 Ethics Training

All members, including alternates, of the Advisory Council on Aging are required to take formal ethics training (AB1234) every two (2) years. New members have up to three (3) months to fulfill their obligation for the first training. Verification of completion must be provided immediately to Staff. Members not in compliance will be referred to the Membership Committee. If needed, may be referred to the Board of Supervisors for appropriate action.

4.3 Disclosure of Financial Interests

All Advisory Council members, including alternates, must annually complete and file California Form 700 – Statement of Economic Interests and also upon leaving the Council. The members are only required to disclose those financial interests that are set forth in the Employment and Human Services Department Conflict of Interest Code. Members not in compliance will be referred to the Membership Committee. If needed, may be referred to the Board of Supervisors for appropriate action.

4.4 Perception of Conflict

The Advisory Council has developed its own document addressing the perception of conflict. Its purpose is to strongly encourage all members to recuse themselves from any discussion or vote which could be interpreted as constituting a conflict of interest, be construed as a clash of loyalties or be perceived as self-serving in any way.

ARTICLE V - OFFICERS

5.1 Council Officers

Officers of the Advisory Council on Aging shall be as follows: President, Vice-President, and Secretary/Treasurer.

5.2 Officers' Terms of Office

The above-named officers shall hold office for one (1) year or until their successors are elected or appointed. The officers may serve no more than two (2) consecutive terms of one year each in the same position.

5.3 Officers' Duties

The duties of the respective officers shall be those regularly associated with such titles except that the President may assign special duties to a specific officer at any time.

- 5.4 Representation on TACC
The President of the Contra Costa County Advisory Council on Aging, as chair of the Advisory Council, shall be the Council's representative to the Triple A Council of California (TACC.) The Vice President serves as a TACC alternate director (member.)
- 5.5 Succession Protocol - President
In the event that the President does not complete his/her term, the Vice-President shall move into the presidency and serve out the unexpired term. The newly appointed President shall select a member of the Council to serve the unexpired term of the Vice-President. The President can choose to request input from the Nominating Committee (or Membership Committee as applicable).
- 5.6 Succession Protocol - All Other Officers
Vacancy in mid-term of the Vice President or Secretary/Treasurer will be filled by the Nominating Committee (or Membership Committee if Nominating is not in session) recommending to the Council the name of a Council Member. If, however, the vacated officer's position has less than three (3) months duration remaining, the President shall appoint a member of the current Council to serve the unexpired balance of the term. In either case, the Council shall approve or disapprove the appointments.
- 5.7 Termination of Officers
Officers may be removed for just cause by a majority vote of the full Advisory Council on Aging when 90% of all appointed members are present, or at a special meeting convened for that purpose at which a quorum is present. Any officer removed ceases to hold the office once the vote has been tallied and announced. Succession shall be as outlined in Sections 5.5 and 5.6.
- 5.8 Director of Aging & Adult Services
The Director of Aging and Adult Services shall serve as a consultant to the Council. The Director, or designated representative, shall submit a monthly report to the Council at the regular meetings. Special reports may be given at the December annual meeting.

ARTICLE VI - MEETINGS, COMMITTEES, WORK GROUPS

6.1 Regular Meetings

There shall be at least eight (8) meetings a year, at such time and place as agreed upon.

6.2 Special Meetings

The President shall call a special meeting of the Council at any time upon the written request of at least five (5) members of the Council. Also, the President may call a special meeting of the Council at any time an emergency meeting is felt to be imperative.

6.3 Executive Committee

There shall be an Executive Committee of the Council composed of the elected officers, the immediate past president, chair of standing committees and chairs of designated county-wide work groups (designated by the Council), if they are also members of the Advisory Council. Only members of the Executive Committee shall have voting rights at Executive Committee. Other members of the Advisory Council may be invited to give reports or recommendations at the Executive Committee meetings.

6.4 Annual Meeting

At the December meeting, the council will render to the public a report of the Council's activities and accomplishments of the past year and shall install new officers for the coming year.

6.5 Committee and Work Group Structure

The President of the Council, upon taking office, shall appoint the Chairs of each Committee and Work Group. Work Group Chairs or one of the two Co-Chairs, shall be members of the Council. Chairs of Work Groups who are also Council members are also voting members of the Executive Committee.

Committees may take action consistent with the Advisory Council on Aging's policies and procedures. Work Groups must bring action items to the Executive Council for determination if the item will move forward for final action of the Council in full.

6.6 Committee Quorums

A majority of a committee shall constitute a quorum. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Unless otherwise provided in

the resolution of the Advisory Council on Aging, work groups and ad hoc committees shall act under the direction of their respective Chairs without any requirement for a quorum.

6.7 Committees and Work Groups

Each committee or work group shall have a chairperson. The President of the Advisory Council shall be an ex-officio member of all committees of the Advisory Council and shall be notified of all meetings. Committee and work group meeting notices, agendas and minutes shall be mailed, e-mailed, and/or personally given, approximately one work week in advance of the meeting date to all members of the committee. Each committee and work group Chair shall maintain a list of Council members, and their attendance, for each meeting and copies given to the Advisory Council staff person.

6.8 Task Force or Ad Hoc Committees

In the implementation of the Area Plan, the Council shall develop task forces or ad hoc committees, where needed, in the accomplishment of specific objectives. The Chair of the Advisory Council may designate or solicit participation for ad hoc committees. Ad hoc committees are not subject to the Brown Act, but are subject to the County's Better Government Ordinance (C.C.C. Ord. Code, § 25-2.)

6.9 Standing Committees and Work Groups

The following shall be the Standing Committees and Work Groups of the Council: Executive Committee, Planning Committee, Membership Committee, Health Work Group, Housing Work Group, Legislative Work Group, Marketing Work Group and Transportation Work Group.

ARTICLE VII - CONDUCT OF MEETINGS

7.1 Order of Business

The President or a majority vote of the Council may change the order of business as may be required.

7.2 Council Quorum

A quorum for the transaction of business by the Council shall consist of a majority (one more than half) of the total number of seats of the Council. Membership of the Council shall be evidenced by the list of authorized seats approved by the Board of Supervisors at the time of roll call. Ex-officio or emeritus members of the Council under sections 3.5, 3.6 and 3.7 shall not be counted when establishing a quorum under this section.

7.3 Quorum Declaration

After a quorum is declared to exist, all transactions of business can proceed, regardless whether enough attendees leave to decrease the members present below the quorum requirement. In such an event, any motions for action will be determined by a majority vote of the members then present.

7.4 Meetings in the Absence of a Quorum

A quorum is not required in order to conduct a meeting, with the exception that no motions may be introduced or voted upon. Discussion can take place, with the item carried forward to the next meeting. All other non-action items of business of the Council may proceed without a quorum present. If sufficient members arrive after roll call to make up a quorum, the meeting may proceed without restrictions.

ARTICLE VIII - NOMINATING COMMITTEE

8.1 The nominating committee shall normally be chosen after installation of new officers but no later than August of each year. The Nominating Committee is a Sub-Committee of the Membership Committee.

8.2 The nominating committee shall be chosen annually for the purpose of presenting an annual slate of officers for election or filling vacant officer positions that occur while the Nominating Committee is in session.

8.3 The nominating committee shall have five members elected by caucus of advisory council members from each of the five supervisorial districts.

8.4 The nominating committee shall present a slate of officers at a council meeting prior to the Annual Meeting in December and will also request additional nominations from the floor. Election of new officers shall take place at the annual meeting in December.

8.5 The nominating committee members may serve two (2) consecutive terms of one (1) calendar year for the applicable months the committee is in session. The nominating committee at its first meeting following election of its members shall choose one of its members as chair.

ARTICLE IX- AMENDMENTS

9.1 The Bylaws may be amended by a majority vote of the total membership of the Council present at any regular meeting or special meeting called

for that purpose, provided that each member of the Council has been notified, in writing of the wording of the proposed amendment(s) at least ten (10) days in advance of the meeting.

- 9.2 These Bylaws must not conflict with the Board of Supervisors' Ordinances regarding Advisory Councils. The Council may adopt such Bylaws as shall seem appropriate and necessary for the functioning of the Council.

Approved and adopted by the Contra Costa County Board of Supervisors as evidenced by passage of Board Order:

Board Agenda Item Number _____ On _____, 2020

**CONTRA COSTA COUNTY
ADVISORY COUNCIL ON AGING**



ADVISORY COUNCIL ON AGING BYLAWS INDEX

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CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING

BYLAWS

April 30, 2020 As of December 1, 2015

PREAMBLE

In recognition of the problems of the older people of Contra Costa County and the need for concerted community action to help resolve these problems, this non-sectarian, non-partisan organization was formed in 1962.

ARTICLE I - NAME

- 1.1 The name of this organization shall be "CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING", which shall hereinafter be referred to as "The Council". *

**The Board of Supervisors sanctioned the Council as the County-wide Coordinating Committee in 1969. Under the Older Americans Act (Title III of the Older Americans Comprehensive Services Amendment of 1973), the Contra Costa Area Agency on Aging was established October 1, 1975, with the Advisory Council on Aging as the representative group which advises the Board of Supervisors on the Contra Costa Area Plan and its implementation.*

ARTICLE II - PURPOSE

- 2.1 Planning for Older Residents
The Council shall provide a means for county-wide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of this County.
- 2.2 Leadership and Advocacy
The Council shall provide leadership and advocacy on behalf of older persons and serve as a channel of communication and information on aging.
- 2.3 Advise on Area Plan
The Council shall advise the Area Agency on Aging (AAA), the Aging and Adult Services Bureau of the Contra Costa County Employment and Human Services Department (hereinafter referred to as "Aging and Adult Services") and the Board of Supervisors on ~~an~~ the Four-Year Area Plan. This is based on the unmet needs and priorities of older per-

sons as determined by surveys of local committees (commissions) and coalitions on aging, and results of public hearings held in conjunction with Aging and Adult Services.

ARTICLE III - MEMBERSHIP

3.1 Composition of Council

Including the officers, the Council shall have not more than 40 members. These members shall consist of the designated representatives of the local municipalities [nineteen (19)], and one (1) Senior Nutrition Program Council representative. The remainder will be Members-at-Large (20.) The Council will strive to achieve membership that reflects the ethnic, economic and geographic balance of the senior population of the County. The Council will make every effort to achieve a membership where one-fourth of the Council is made up of actual consumers of services under the Area Plan, and at least one member will represent the interests of people with disabilities. The ACOA may recommend for appointment up to four (4) alternate Member-at-Large (MAL) members, who shall serve and vote in place of members (City or MAL) who are absent from, or who are disqualifying themselves from participating in a meeting of the ACOA.

Alternates must meet the same requirements as a regular member-at-large. Alternates may also be reimbursed for travel expenses.

3.2 Membership Status

Members at large are appointed by The County Board of Supervisors appoints Members-at-large seat, following their standard policies and procedures for such appointments. Local municipalities and the Senior Nutrition Program Council select a representative as their designated liaison to the Council.

3.3 Members' Terms of Office

The County Board of Supervisors shall approve members for an approximate two (2) year term. All terms expire on September 30th. Accordingly, an appointment made on a date other than October 1 will have a term adjusted to expire on the September 30 prior to the two-year anniversary date. When applicable, any vacant seat shall be filled for the unexpired term remaining for that seat.

3.4 Residency and Age Requirement

All members, including alternates, shall reside in Contra Costa County. Change of residence to outside of Contra Costa County will automati-

cally terminate membership on the Council. All members shall be at least eighteen (18) years of age.

3.5 Ex-Officio Members

Contra Costa County members of the California Commission on Aging, the California Senior Legislature and representatives of other groups from Contra Costa County concerned with aging may be invited by the Council to join it as ex-officio, non-voting members. Such ex-officio memberships shall be outside of, and in addition to the number of regular memberships established by Section 3.1 of these bylaws.

3.6 Past Council Presidents

All past presidents who are no longer members of the Advisory Council on Aging shall be considered members ex-officio after their terms of office have been completed. Such memberships shall be non-voting.

3.7 Emeritus Members

To honor past exemplary service to the Council, any member of the Council may nominate an Emeritus Member. Emeritus Members will be appointed upon and a majority vote of a quorum the members may vote to appoint an Emeritus Member. Such appointment is an honorary lifetime title. Emeritus members may not vote, nor does their membership factor into the quorum determination.

3.8 Appointments of Members

When a vacancy occurs, the Membership Committee shall recommend a replacement for approval by the Council and possible appointment by the Board of Supervisors

3.9 Attendance

For the purposes of attendance, a membership year is January through December. Due to the inability of the Council to carry out its business when a quorum is not met, attendance at all required meetings is of the utmost importance.

All members are required to attend meetings on a regular basis.

A member who is absent from four (4) regularly scheduled meetings in a membership year shall be deemed to have voluntarily resigned from the Council. If that occurs, the former Council member's status will be noted at the next scheduled Council meeting and shall be recorded in the Council's minutes. The President shall, with out further direction from the concurrence of the Executive Committee, inform ~~the~~ Board of

Supervisors of the member's resignation and request the appointment of a replacement.

3.10 Leaves of Absence

A member may request a Leave of Absence. Requests for a Leave of Absence must be in writing and: (1) include the beginning date; (2) the anticipated ending date; and (3) the reason for the leave request. Examples of acceptable reasons for leaves include: bereavement, family and medical leaves, jury and witness duty, or a personal leave for another reason. The Executive Committee will determine if the leave is granted or denied and the President will notify the member. If approved, the member's attendance will not be tallied during the leave period and their seat will not be declared vacant.

3.11 Resignation

All members must submit a written resignation when vacating membership. The President shall then submit the resignation to the Board of Supervisors.

3.12 Removal of Members

~~After three meetings following appointment to the Council, each member shall be subject to removal for cause. Any member who believes a member should be removed from the Council must provide a written request to the Membership Committee for evaluation and recommendation to the full Council for a vote on the removal request. In the case~~
~~After three meetings following appointment to the Council, each member shall be subject to removal for cause by motion of any member and passing vote by a majority of the Council. In the case~~ of municipal appointments, a recommended removal may also occur at any time the municipality withdraws their approval or sponsorship. -As the Contra Costa County Board of Supervisors is the appointing authority for the Advisory Council on Aging, recommended removals are subject to the ratification of the Board of Supervisors.

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ARTICLE IV - MEMBERSHIP MANDATES

4.1 Commitment

Incoming members are to be active, contributing members as evidenced by, but not limited to, attendance at the regular monthly Council meetings and each member is required to participate in the activities of at least one of the Council's committees or designated work groups.

All members must choose a committee or work group within six (6)

months of appointment and notify Membership Chair and Staff of that choice. Any subsequent change requires the same notification. A member must satisfy the attendance requirements of any organization which they have been assigned to represent the Council.

4.2 Ethics Training

All members, including alternates, of the Advisory Council on Aging are required to take formal ethics training (AB1234) every two (2) years. New members have up to three (3) months~~one (1) year~~ to fulfill their obligation for the first training. Verification of completion must be provided immediately to Staff. Members not in compliance will be referred to the Membership Committee. If needed, may be referred to the Board of Supervisors for appropriate action.

4.3 Disclosure of Financial Interests

All Advisory Council members, including alternates, must annually complete and file California Form 700 - Statement of Economic Interests and also upon leaving the Council. The members are only required to disclose those financial interests that are set forth in the Employment and Human Services Department Conflict of Interest Code. Members not in compliance will be referred to the Membership Committee. If needed, may be referred to the Board of Supervisors for appropriate action.

4.4 Perception of Conflict

The Advisory Council has developed its own document addressing the perception of conflict. Its purpose is to strongly encourage all members to recuse themselves from any discussion or vote which could be interpreted as constituting a conflict of interest, be construed as a clash of loyalties or be perceived as self-serving in any way.

ARTICLE V - OFFICERS

5.1 Council Officers

Officers of the Advisory Council on Aging shall be as follows: President, ~~First~~ Vice-President, ~~Second Vice-President~~, Secretary ~~and~~ Treasurer.

5.2 Officers' Terms of Office

The above-named officers shall hold office for one (1) year or until their successors are elected or appointed. The ~~aforementioned~~ officers ~~(5.1)~~ may serve no more than two (2) consecutive terms of one year each in

the same position.

5.3 Officers' Duties

The duties of the respective officers shall be those regularly associated with such titles except that the President may assign special duties to a specific officer at any time.

5.4 Representation on TACC

The President of the Contra Costa County Advisory Council on Aging, as chair of the Advisory Council, shall be the Council's representative to the Triple A Council of California (TACC.) The ~~1st~~ Vice President serves as a TACC alternate director (member.)

5.5 Succession Protocol - President

In the event that the President does not complete his/her term, the ~~first~~ Vice-President shall move into the presidency and serve out the unexpired term. ~~The second Vice President shall then become the first Vice President.~~ The newly appointed President, ~~with the assistance of the Nominating Committee (or Membership Committee as applicable),~~ shall select a member of the Council to serve the unexpired term of the ~~second~~ Vice-President. ~~The President can choose to request input from the Nominating Committee (or Membership Committee as applicable). The Advisory Council shall approve or disapprove the selection for second Vice President.~~

5.6 Succession Protocol - All Other Officers

Vacancy in mid-term of the ~~1st~~ Vice President ~~or Secretary/Treasurer~~ will be filled by the ~~Nominating Committee (or Membership Committee if Nominating is not in session) recommending to the Council the name of a Council Member.~~ ~~2nd Vice President with the balance of succession as noted in 5.5 above.~~ Vacancy mid term of the ~~2nd Vice President, Secretary or Treasurer shall be filled by the Nominating Committee (or Membership Committee if Nominating is not then in session) recommending to the Council the name of a Council Member.~~ If, however, the vacated officer's position has less than three (3) months duration remaining, the President shall appoint a member of the current Council to serve the unexpired balance of the term. In either case, the Council shall approve or disapprove the appointments.

5.7 Termination of Officers

Officers may be removed for just cause by a majority vote of the full Advisory Council on Aging when 90% of all appointed members are present, or at a special meeting convened for that purpose at which a

quorum is present. Any officer removed ceases to hold the office once the vote has been tallied and announced. Succession shall be as outlined in Sections 5.5 and 5.6.

5.8 Director of Aging & Adult Services

The Director of Aging and Adult Services shall serve as a consultant to the Council. The Director shall submit a monthly report to the Council at the regular meetings. Special reports may be given at the December annual meeting.

ARTICLE VI - MEETINGS, COMMITTEES, WORK GROUPS

6.1 Regular Meetings

There shall be at least eight (8) meetings a year, at such time and place as agreed upon.

6.2 Special Meetings

The President shall call a special meeting of the Council at any time upon the written request of at least five (5) members of the Council. Also, the President may call a special meeting of the Council at any time an emergency meeting is felt to be imperative.

6.3 Executive Committee

There shall be an Executive Committee of the Council composed of the elected officers, the immediate past president, chair of standing committees and chairs of designated county-wide work groups (designated by the Council), if they are also members of the Advisory Council. Only members of the Executive Committee shall have voting rights at Executive Committee. Other members of the Advisory Council may be invited to give reports or recommendations at the Executive Committee meetings.

6.4 Annual Meeting

At the December meeting, the council will render to the public a report of the Council's activities and accomplishments of the past year and shall install new officers for the coming year.

6.5 Committee and Work Group Structure

The President of the Council, upon taking office, shall appoint the Chairs of each Committee and Work Group. Work Group Chairs or one of the two Co-Chairs, shall be members of the Council. Chairs of Work Groups who are also Council members are also voting members of the Executive Committee.

Committees may take action consistent with the Advisory Council on Aging's policies and procedures. Work Groups must bring action items to the Executive Council for determination if the item will move forward for final action of the Council in full.

6.6 Committee Quorums

A majority of a committee shall constitute a quorum. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Unless otherwise provided in the resolution of the Advisory Council on Aging, work groups and ad hoc committees shall act under the direction of their respective Chairs without any requirement for a quorum.

6.7 Committees and Work Groups

Each committee or work group shall have a chairperson. The President of the Advisory Council shall be an ex-officio member of all committees of the Advisory Council and shall be notified of all meetings. ~~A list of Council members on each committee and work group shall be kept, in addition to attendance of Advisory Council members maintained for each meeting and copies given to the Advisory Council staff person.~~ Committee and work group meeting notices, agendas and minutes shall be mailed, e-mailed, ~~telephoned~~, and/or personally given, approximately one work week in advance of the meeting date to all members of the committee. Each committee and work group Chair shall maintain a list of Council members, and their attendance, for each meeting and copies given to the Advisory Council staff person.

6.8 Task Force or Ad Hoc Committees

In the implementation of the Area Plan, the Council shall develop task forces or ad hoc committees, where needed, in the accomplishment of specific objectives. The Chair of the Advisory Council may designate or solicit participation for ad hoc committees. Ad hoc committees are not subject to the Brown Act, but are subject to the County's Better Government Ordinance (C.C.C. Ord. Code, § 25-2.)

6.9 Standing Committees and Work Groups

The following shall be the Standing Committees and Work Groups of the Council: Executive Committee, Planning Committee, Membership Committee, Health Work Group, Housing Work Group, Legislative Work Group, Marketing Work Group and Transportation Work Group.

ARTICLE VII - CONDUCT OF MEETINGS

7.1 Order of Business

The President or a majority vote of the Council may change the order of business as may be required.

7.2 Council Quorum

A quorum for the transaction of business by the Council shall consist of a majority (one more than half) of the total number of seats of the Council. Membership of the Council shall be evidenced by the list of authorized seats approved by the Board of Supervisors at the time of roll call. Ex-officio or emeritus members of the Council under sections 3.5, 3.6 and 3.7 shall not be counted when establishing a quorum under this section.

7.3 Quorum Declaration

After a quorum is declared to exist, all transactions of business can proceed, regardless whether enough attendees leave to decrease the members present below the quorum requirement. In such an event, any motions for action will be determined by a majority vote of the members then present.

7.4 Meetings in the Absence of a Quorum

A quorum is not required in order to conduct a meeting, with the exception that no motions may be introduced or voted upon. Discussion can take place, with the item carried forward to the next meeting. All other non-action items of business of the Council may proceed without a quorum present. If sufficient members arrive after roll call to make up a quorum, the meeting may proceed without restrictions.

ARTICLE VIII - NOMINATING COMMITTEE

8.1 The nominating committee shall normally be chosen after installation of new officers but no later than August of each year. The Nominating Committee is a Sub-Committee of the Membership Committee.

8.2 The nominating committee shall be chosen annually for the purpose of presenting an annual slate of officers for election or filling vacant officer positions that occur while the Nominating Committee is in session.

8.3 The nominating committee shall have five members elected by caucus of advisory council members from each of the five supervisorial districts.

- 8.4 The nominating committee shall present a slate of officers at a council meeting prior to the Annual Meeting in December and will also request additional nominations from the floor. Election of new officers shall take place at the annual meeting in December.
- 8.5 The nominating committee members may serve two (2) consecutive terms of one (1) calendar year for the applicable months the committee is in session. The nominating committee at its first meeting following election of its members shall choose one of its members as chair.

ARTICLE IX- AMENDMENTS

- 9.1 The Bylaws may be amended by a majority vote of the total membership of the Council present at any regular meeting or special meeting called for that purpose, provided that each member of the Council has been notified, in writing of the wording of the proposed amendment(s) at least ten (10) days in advance of the meeting.
- 9.2 These Bylaws must not conflict with the Board of Supervisors' Ordinances regarding Advisory Councils. The Council may adopt such Bylaws as shall seem appropriate and necessary for the functioning of the Council.

Approved and adopted by the Contra Costa County Board of Supervisors as evidenced by passage of Board Order:

Board Agenda Item Number _____ On _____, ~~2020~~2015



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 10, 2020

Subject: Reimbursement Resolution for Various Capital Projects

RECOMMENDATION(S):

ADOPT Resolution No. 2020/304 allowing the County to reimburse certain expenditures related to the County Administration Center Replacement project, the Buchanan Field Airport Terminal Expansion project and the Contra Costa County Fire Protection District Station Replacement project.

FISCAL IMPACT:

No fiscal impact associated with this action. This is a non-binding action that would allow the County to reimburse itself for costs associated with the subject projects if the Board decides to issue bonds to finance the projects at a future date.

BACKGROUND:

The County is currently planning capital projects, including the County Administration Center Replacement project, the Buchanan Field Airport Terminal Expansion project, and the Contra Costa County Fire Protection District Station Replacement, further described in Exhibit A to Resolution No. 2020/304. The Board may wish to consider financing the cost of the project with bonds at a future date. This resolution would fulfill legal requirements to allow the county to reimburse itself with bond proceeds for certain costs incurred prior to a subsequent bond issuance.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** 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: November 10, 2020

Contact: Timothy M. Ewell,
5-2043

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Today's action does not obligate the Board or the County to complete the capital projects outlined in the Resolution or to issue any bonds. Those decisions will be before the Board at a future date. Today's action simply secures the County's ability to reimburse itself for capital project expenditures related to the projects incurred prior to a potential future bond sale.

CONSEQUENCE OF NEGATIVE ACTION:

Inability to reimburse expenditures that occur prior to bond sale.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Resolution 2020/304

Exhibit A - Reimbursement Resolution

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

Adopted this Resolution on 11/10/2020 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2020/304

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE COUNTY OF CONTRA COSTA TO REIMBURSE CERTAIN EXPENDITURES FROM PROCEEDS OF INDEBTEDNESS

WHEREAS, the County of Contra Costa (the "County") intends to acquire, construct and improve certain capital facilities to be owned and used by the County or the Contra Costa County Fire Protection District (the "Fire District"), including but not limited to the projects described in Exhibit A hereto (the "Projects");

WHEREAS, the County expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the Projects prior to the issuance of indebtedness the proceeds of which will be used to pay costs of the Projects on a long-term basis;

WHEREAS, the Board of Supervisors of the County (the "Board") has determined that the moneys advanced prior to the date hereof and to be advanced on and after the date hereof to pay the Reimbursement Expenditures are available only for a temporary period and it is necessary to reimburse the County for the Reimbursement Expenditures from the proceeds of one or more issues of tax-exempt obligations (the "Bonds") to be issued by or on behalf of the County to finance the Projects;

WHEREAS, the County reasonably expects the Bonds in an amount not expected to exceed \$120 million will be issued to pay the costs of the Projects (of which amount not in excess of \$35 million is expected to be used for the Fire District project described on Exhibit A) , in one or more series, and that certain of the proceeds of the Bonds will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the Issuer to declare its reasonable official intent to reimburse the Reimbursable Expenditures with proceeds of the Bonds;

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

Section 1. The Board finds and determines that the foregoing recitals are true and correct.

Section 2. This declaration is made solely for purposes of establishing compliance with the requirement of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the County to make any expenditure, incur any indebtedness, or proceed with the Projects.

Section 3. The County hereby declares its official intent to use proceeds of indebtedness to reimburse the Reimbursement Expenditures with proceeds of the Bonds.

Section 4. This declaration shall take effect from and after its adoption.

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

ATTESTED: November 10, 2020

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

Contact: Timothy M. Ewell, 5-2043

By: , Deputy

cc:

EXHIBIT A TO REIMBURSEMENT RESOLUTION

Description of Projects

1. County Administration Center Replacement Project: Acquisition, installation and construction of real and personal property, and the planning, design, legal, financing, permitting, environmental evaluation, equipment, construction, demolition, site preparation and capital improvements to County facilities including, but not limited to, the following:
 - County Administration Building and surrounding civic center area, Martinez

2. Buchanan Field Airport Terminal Expansion Project: Acquisition, installation and construction of real and personal property, and the planning, design, legal, financing, permitting, environmental evaluation, equipment, construction, demolition, site preparation and capital improvements to County Airport facilities including, but not limited to, the following:
 - Buchanan Field Airport, Concord (North end of John Glenn Drive)

3. Contra Costa County Fire Protection District Station Replacement Project: Acquisition, installation and construction of real and personal property, and the planning, design, legal, financing, permitting, environmental evaluation, equipment, construction, demolition, site preparation and capital improvements to Contra Costa County Fire Protection District facilities including, but not limited to, the following:
 - Fire Station No. 86, Bay Point (Willow Pass and Goble Drive)
 - Fire Station No. 9, Pacheco (Center Avenue and Willow Street)