

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

DIANE BURGIS, *CHAIR*, 3RD DISTRICT

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

JOHN GIOIA, 1ST DISTRICT

CANDACE ANDERSEN, 2ND DISTRICT

KAREN MITCHOFF, 4TH DISTRICT

MONICA NINO, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 655-2075

To slow the spread of COVID-19, the Health Officer's Shelter Order of December 16, 2020, prevents public gatherings ([Health Officer Order](#)). In lieu of a public gathering, the Board of Supervisors meeting will be accessible via television and live-streaming to all members of the public as permitted by the Governor's Executive Order 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
February 2, 2021

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)

Agency Negotiators: Monica Nino.

Employee Organizations and Unrepresented Employees: 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; Teamsters Local 856; and all unrepresented employees.

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

1. *Gabriel Young, et al. v. County of Contra Costa*, United States District Court, Northern District of California Case No. 5:20-cv-06848 NC

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 650 Pine Street, Martinez

Agency Negotiators: Eric Angstadt, Chief Assistant County Administrator

Negotiating Parties: County of Contra Costa and City of Martinez

Under Negotiation: Price and terms

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

Inspirational Thought- *"Turn your face to the sun and the shadows fall behind you."* ~Maori Proverb

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.87 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS (5 Minutes Each)

- PR.1** RECEIVE presentation recognizing the Contra Costa County Library as a 2020 Urban Libraries Council Innovations Honorable Mention for its 3-D PPE (Personal Protective Equipment) Printing Program. (Alison McKee, Interim County Librarian)

DISCUSSION ITEMS

- D.1** APPOINT Alison P. McKee to the position of County Librarian at Step 5 of the salary range, effective February 1, 2021. (Monica Nino, County Administrator)
- D.2** ACCEPT update on COVID 19; and PROVIDE direction to staff.
1. Health Department - Anna Roth, Director and Dr. Farnitano, Health Officer
- D.3** HEARING to consider adoption of Ordinance No. 2021-01, authorizing the levy of an increased special tax for police protection services in County Service Area P-2 Zone B (Alamo area), fixing of election and taking related actions. (Supervisor Andersen, District II)

- D.4** CONSIDER approving the creation of a 17-member Community Advisory Committee to recommend the budget allocation for 50% of the annual revenue received under Measure X funds. (Supervisor Mitchoff)
- D.5** CONSIDER adopting Ordinance No. 2021-05, an urgency ordinance establishing a temporary cap on fees charged by third-party delivery services for food orders and deliveries from restaurants in Contra Costa County. (Supervisors Burgis and Mitchoff)
- D.6** CONSIDER whether to adopt Ordinance No. 2021-04, an urgency ordinance continuing a temporary prohibition on certain evictions of residential tenants and of small-business commercial tenants impacted by COVID-19 pandemic, and related matters. (Mary Ann Mason, Chief Assistant County Counsel)

D. 7 CONSIDER Consent Items previously removed.

D. 8 PUBLIC COMMENT (2 Minutes/Speaker)

D. 9 CONSIDER reports of Board members.

Closed Session

ADJOURN

CONSENT ITEMS

Road and Transportation

- C. 1** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Memorandum of Understanding with the City of San Ramon to pay the City \$10,000 to participate in the San Ramon Valley Street Smarts Program, for the period July 1, 2020 to June 30, 2021, San Ramon area. (90% Livable Communities Trust Funds, 10% Local Road Funds)
- C. 2** APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute on behalf of the County an Assignment of Utility Easements to the Bay Area Infrastructure Financing Authority in connection with the I-680 North Express Lanes Project, as recommended by the Public Works Director, Martinez area. (100% Contra Costa Transportation Authority Funds)
- C. 3** ADOPT Traffic Resolution No. 2021/5001 to prohibit stopping, standing, or parking on a portion of Boulevard Way (Road No. 3851D), as recommended by the Public Works Director, Walnut Creek area. (No fiscal impact)

- C. 4** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with MNS Engineers, Inc., in an amount not to exceed \$590,000 for construction management services for the Bailey Road/SR4 Interchange Pedestrian & Bicycle Improvement Project, for the period February 2, 2021 to June 30, 2022, Bay Point area. (79% Active Transportation Program Funds, 21% Local Road Funds)
- C. 5** ADOPT Resolution No. 2021/42 accepting as complete the contracted work performed by FBD Vanguard Construction, Inc., for the San Pablo Dam Road Traffic Safety Improvements Project, as recommended by the Public Works Director, Orinda and Richmond areas. (65% Highway Safety Improvement Program Grant Funds, 35% Local Road Funds)
- C. 6** APPROVE the 2021 Countywide Surface Treatment Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Countywide. (100 % Local Road Funds)
- C. 7** APPROVE the 2021 Countywide Curb Ramp Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Countywide. (100% Local Road Funds)
- C. 8** ADOPT Resolution No. 2021/43 to approve the Bixler Road and Regatta Drive Intersection Improvements Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project and submit a grant application to the Metropolitan Transportation Commission in the amount of \$100,000 for fiscal year 2021/2022, Discovery Bay area. (57% Local Road Funds, 43% Transportation Development Act Funds)
- C. 9** ADOPT Resolution No. 2021/44 to approve the 2022 Tara Hills Curb Ramp Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project and submit a grant application to the Metropolitan Transportation Commission in the amount of \$100,000 for fiscal year 2021/2022, San Pablo area. (75% Local Road Funds, 25% Transportation Development Act Funds)
- C. 10** ADOPT Resolution No. 2021/45 to approve the Iron Horse Trail Crossing Enhancements-Alamo Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project and submit a grant application to the Metropolitan Transportation Commission in the amount of \$100,000 for fiscal year 2021/2022, Alamo area. (64% Local Road Funds, 36% Transportation Development Act Funds)

Engineering Services

- C. 11** Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, ADOPT Resolution No. 2021/33 accepting an offer of dedication for drainage purposes from Gonsalves & Santucci, Inc., in Assessor's Parcel No. 150-250-019 in connection with subdivision SD17-09459 conditions of approval, as recommended by the Chief Engineer, Martinez area. (No fiscal impact.)

- C. 12** Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, ADOPT Resolution No. 2021/34 accepting an offer of dedication of an easement for access purposes from Gonsalves & Santucci, Inc., in Assessor's Parcel Nos. 159-250-019, -021, and -022, connection with subdivision SD17-09459 conditions of approval, as recommended by the Chief Engineer, Martinez area. (No fiscal impact.)

- C. 13** ADOPT Resolution No. 2021/41 approving the Parcel Map and Subdivision Agreement for minor subdivision MS18-00010, for a project being developed by Del Hombre Walnut Creek Holdings LLC, as recommended by the Public Works Director, Walnut Creek area. (No fiscal impact)

Special Districts & County Airports

- C. 14** APPROVE a revision to the Bylaws for the Iron Horse Corridor Management Program Advisory Committee to add a seat for the Contra Costa Transportation Authority, as recommended by Supervisors Anderson and Mitchoff.

- C. 15** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Fionn O'Neill for a T-hangar at Buchanan Field Airport effective January 7, 2021 in the monthly amount of \$350, Pacheco area. (100% Airport Enterprise Fund)

- C. 16** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a license agreement with the Town of Danville for use of a portion of County-owned property for purposes of construction, maintenance and public use of Town of Danville sidewalk improvements, along, on and across a portion of the Iron Horse Corridor between Sycamore Valley Road and Laurel Drive, for the period November 1, 2020 through October 31, 2045, Danville area. (100% Iron Horse Corridor Trust Funds)

- C. 17** As the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a right of entry agreement with Gonsalves & Santucci, Inc. (dba Conco), authorizing the District's use of Conco-owned property located between Pacheco and Walnut Creeks, in connection with construction and maintenance of the Lower Walnut Creek Restoration Project, Martinez area. (No fiscal impact)
- C. 18** APPROVE the design plans and bid documents for a new 18,657 square foot terminal at Buchanan Field Airport in Concord, AUTHORIZE the Public Works Director, or designee, to solicit bids and issue bid addenda, and take related actions. (52% Federal Aviation Administration; 1% Caltrans; 47% Airport Enterprise Fund)

Claims, Collections & Litigation

- C. 19** RECEIVE public report of litigation settlement agreements that became final during the period of October 1 through December 31, 2020, as recommended by the County Counsel.
- C. 20** DENY claims filed by James Dawson, Isaiah Glaze, and Leon Keys. DENY amended claim filed by Keong Seol Lee.
- C. 21** RECEIVE report concerning personal property loss of County employee Sydney Kemp and AUTHORIZE payment from the Liability Internal Service Fund in the amount of \$1,730, as recommended by the Risk Management Director. (100% General Liability Internal Service Fund)

Honors & Proclamations

- C. 22** ADOPT Resolution No. 2021/18 recognizing Douglas R DeVries, Animal Services Lieutenant, on the occasion of his 20 years of service and retirement with Contra Costa County Animal Services, as recommended by the Animal Services Director.
- C. 23** ADOPT Resolution No. 2021/40 honoring the Pleasant Hill Recreation & Park District on the occasion of its 70th Anniversary, as recommended by Supervisor Mitchoff.
- C. 24** ADOPT Resolution No. 2021/35 recognizing John Landry for his 40 years of service to Contra Costa County, as recommended by the Public Works Director.

Ordinances

- C. 25** INTRODUCE Ordinance No. 2021-02 amending the County Ordinance Code to exclude from the merit system the classification of Senior Financial Counsel-Exempt, WAIVE READING and FIX February 9, 2021 for adoption.

Appointments & Resignations

- C. 26** REAPPOINT Lesley Hunt, Sabina Zafar, Dan MacKay, Anne Struthers, Shanna Holden, and Nazanin Shakerin to the Iron Horse Corridor Management Program Advisory Committee, as recommended by Supervisors Andersen and Mitchoff. (No fiscal impact)
- C. 27** APPOINT Brittany Beech and Alec Tappin (alternate) to the Danville Area seat on the Iron Horse Corridor Management Program Advisory Committee, as recommended by Town Council of Danville. (No fiscal impact)
- C. 28** APPOINT David Hudson to the Contra Costa Transportation Authority seat on the Iron Horse Corridor Management Program Advisory Committee, as recommended by Supervisors Andersen and Mitchoff. (No fiscal impact)
- C. 29** REAPPOINT Joseph Rubay, Dr. Alden Harken, William Nelson, Ross Hillesheim, and Karen McPherson to the Alamo Police Services Advisory Committee, as recommended by Supervisor Andersen.
- C. 30** APPOINT Susan Rock to the Alternate Seat of the Alamo Municipal Advisory Council, as recommended by Supervisor Andersen.
- C. 31** REAPPOINT Nancy Leasure to At-Large #8 seat, and APPOINT Dr. Michelle Hernandez to Member At-Large #13 seat of the Contra Costa Advisory Council on Aging, as recommended by the Family and Human Services Committee.
- C. 32** APPOINT Rhiannon Shires to the Member-at-Large IV seat, Dylan Johnston to the Member-at-Large VI seat and Ashley Ganem to the Member-at-Large Alternate I seat of the Alcohol and Other Drugs Advisory Board, as recommended by the Family and Human Services Committee.
- C. 33** APPOINT Catherine Jones to the At Large 5 Commissioner seat on the Contra Costa Commission on Women and Girls, as recommended by the Family and Human Services Committee.
- C. 34** APPOINT Pa'tanisha Davis to At-Large 1 seat on the Family and Children's Trust Committee, as recommended by the Family and Human Services Committee.
- C. 35** APPOINT Carolyn Considine as a non-voting Youth Advisor on the Arts and Culture Commission, as recommended by the Family and Human Services Committee. (Consider with C.87)

- C. 36** APPOINT, in lieu of election, Reginald Powell to the Alternate Safety Member #7 seat on the Contra Costa County Employees' Retirement Association Board of Trustees, as recommended by the Clerk-Recorder.

Appropriation Adjustments

- C. 37** Fleet Services (0064): APPROVE Appropriation and Revenue Adjustment No. 005021 and AUTHORIZE the transfer of appropriations in the amount of \$75,000 from Road Maintenance to ISF Fleet Services for the purchase of two trucks, as recommended by the Public Works Director, Countywide. (100% Road Funds)
- C. 38** Airport Enterprise Fund (0841): APPROVE Fiscal Year 2020/21 Appropriation and Revenue Adjustment No. 005023 in the amount of \$4,910,670 to add the cost and revenue for the completion of the Buchanan Field runway 14L/32R reconstruction project. (91% Federal Aviation Administration; 3% State; 6% Airport Enterprise)

Intergovernmental Relations

- C. 39** ADOPT Resolution No. 2021/39 transitioning the Contra Costa County Civil Grand Jury from a fiscal year to calendar year term in 2021 and back to a fiscal year term beginning July 2022, pursuant to California Penal Code section 905.5(b), as requested by the Superior Court and recommended by the County Administrator. (Cost savings)
- C. 40** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute the Unpaid Student Training Agreement with UC Berkeley Goldman School of Public Policy to provide field experience to a public policy student in the areas of clean energy and environmental sustainability. (No fiscal impact)

Personnel Actions

- C. 41** ADOPT Position Adjustment Resolution No. 25651 to reallocate the salary of Sheriff's Crime Analyst (represented) and its represented incumbents on the salary schedule. (100% Funded P-6 CAB Revenue)
- C. 42** ADOPT Position Adjustment Resolution No. 25686 to add one Contract and Grants Specialist I (represented) position in the Health Services Department. (100% Hospital Enterprise Fund I)

- C. 43 ADOPT Position Adjustment Resolution No. 25682 to add one Account Clerk Advanced Level (represented) position in the Office of the Auditor-Controller. (100% General Fund)
- C. 44 ADOPT Position Adjustment Resolution No. 25685 to reassign one Assistant Director of Health Services-Exempt position from the Public Health budget unit to the Hospital Enterprise Fund I budget unit in the Health Services Department. (100% Enterprise Fund I)
- C. 45 ADOPT Position Adjustment Resolution No. 25683 to retitle the Human Resources Department class of ADA Manager (unrepresented) to ADA Program Manager (unrepresented) and reallocate it on the Salary Schedule. (100% General Fund)
- C. 46 ADOPT Position Adjustment Resolution No. 25678 to add one Buyer II (represented) position and cancel one vacant Administrative Services Assistant III (represented) position in the Health Services Department. (Cost savings)

Leases

- C. 47 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a revenue lease amendment with First Baptist Church Head Start on behalf of the Community Services Bureau to extend the term of the lease to June 30, 2021, for continued use of County-owned property located at 55 Castlewood Drive, Pittsburg, as a Head Start facility at an annual rate of \$9,000 with nine one-year renewal terms. (100% General Fund)
- C. 48 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a ground lease with the State of California under which the County will lease the real property located at 1203 W. 10th Street in Antioch from the State through September 30, 2030, and sublease it to First Baptist Church for one year, with nine one-year renewal options, for the operation of a Head Start program at the Site, at an initial annual rate of \$45,204 with annual increases thereafter. (100% General Fund)

Grants & Contracts

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

- C. 49 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with East Bay Newborn Specialists, Inc., in an amount not to exceed \$554,000 to provide neonatology services at Contra Costa Regional Medical Center and Health Centers for the period January 1, 2021 through December 31, 2023. (100% Hospital Enterprise Fund I)

- C. 50** APPROVE and AUTHORIZE the Employment and Human Services Director or designee to accept, on behalf of the Children and Family Services Bureau, a grant award in the amount of \$113,600 from the California Department of Housing & Community Development for the Transitional Housing Program Round 2 over two years from the period of grant award through June 30, 2023. (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. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Telecare Corporation, to increase the payment limit by \$93,247 to a new payment limit of \$1,909,065 to provide additional gero-psychiatric services, with no change in the term July 1, 2020 through June 30, 2021. (71% Mental Health Realignment; 19% Hospital Enterprise Fund I; 10% County General Fund)
- C. 52** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to receive reimbursement in an amount not to exceed \$1,680,956 to provide pest detection and trapping services for the period July 1, 2020 through June 30, 2022. (100% State)
- C. 53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective December 1, 2020 with Sodexo America, LLC, to increase the payment limit by \$200,000 to a new payment limit of \$1,099,000 for additional cleaning and sanitizing services at Contra Costa Regional Medical Center and Health Centers due to COVID-19, with no change in the term of January 1, 2020 through December 31, 2021. (100% Hospital Enterprise Fund I)
- C. 54** APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a software agreement with General Datatech in an amount not to exceed \$705,897 for purchase of CrowdStrike Falcon Complete, a managed endpoint protection service, for the period January 30, 2021 through January 29, 2022. (100% General Fund)
- C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Health Management Systems, Inc., in an amount not to exceed \$3,000,000 to provide auditing services for the Contra Costa Health Plan for the period January 1, 2021 through December 31, 2023. (100% Contra Costa Health Plan Enterprise Fund II)

- C. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Noel T.D. Chiu, M.D., A Medical Corporation (dba Diablo Dermatology), in an amount not to exceed \$1,050,000 to provide dermatology services for Contra Costa Health Plan members for the period February 1, 2021 through January 31, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jaison James, M.D, in an amount not to exceed \$880,000 to provide orthopedic services at Contra Costa Regional Medical Center and Health Centers for the period February 1, 2021 through January 31, 2022. (100% Hospital Enterprise Fund I)
- C. 58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Vibra Hospital of Sacramento, LLC, in an amount not to exceed \$600,000 to provide long term acute care hospital services for Contra Costa Health Plan members for the period February 1, 2021 through January 31, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 59** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with TRC Solutions, Inc., in an amount not to exceed \$297,210 for the preparation of an Environmental Impact Report for the Martinez Refinery Renewable Fuels Project located in the Marathon Martinez Refinery in the Martinez area, for the period February 2, 2021 through August 2, 2022. (100% applicant fees)
- C. 60** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Employment and Human Services Director, the renewal of a blanket purchase order with Spike's Produce in an amount not to exceed \$450,000 to procure fresh produce for the Department's children's food program, for the period January 1, 2021 through December 31, 2023. (50% State Funds; 50% Federal Funds)
- C. 61** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Direct Dermatology Professionals, P.C., in an amount not to exceed \$900,000 to provide telehealth dermatology services to Contra Costa Health Plan members for the period January 1, 2021 through December 31, 2023. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 62** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jamal J. Zaka, M.D., in an amount not to exceed \$900,000 to provide pulmonology services at Contra Costa Regional Medical Center and Health Centers for the period April 1, 2021 through March 31, 2024. (100% Hospital Enterprise Fund I)

- C. 63** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Atco Tow, Inc., effective February 2, 2021, to increase the payment limit by \$200,000 to a new payment limit of \$450,000 with no change to the term of February 1, 2019 through January 31, 2022, to provide on-call vehicle towing services, Countywide. (100% Fleet Internal Services Fund)
- C. 64** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Choice In Aging in an amount not to exceed \$6,000,000 to provide community-based adult services to Contra Costa Health Plan Medi-Cal members for the period February 1, 2021 through January 31, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 65** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Sheriff-Coroner, a blanket purchase order with National Food Group, Inc., in an amount to not exceed \$450,000 to provide frozen/dry food and related items, as needed, for the West County, Martinez and Marsh Creek detention facilities for the period January 1 through December 31, 2021. (100% General Fund)
- C. 66** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Tranquility, Incorporated, in an amount not to exceed \$750,000 to provide skilled nursing facility services to Contra Costa Health Plan members for the period February 1, 2021 through January 31, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with East Bay Cardiovascular & Thoracic Associates, Inc., in an amount not to exceed \$1,600,000 to provide cardiothoracic and vascular surgery services to Contra Costa Health Plan members for the period April 1, 2021 through March 31, 2023. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 68** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Jennifer Lee Miles, M.D., effective September 1, 2020, to increase the payment limit by \$54,104 to a new payment limit of \$253,784, to provide additional outpatient psychiatric care to children and adolescents with no change in the term April 1, 2020 through March 31, 2021. (50% Mental Health Realignment; 50% Federal Medi-Cal)
- C. 69** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bay Area Retina Associates in an amount not to exceed \$7,500,000 to provide ophthalmology services for Contra Costa Health Plan members for the period February 1, 2021 through January 31, 2024. (100% Contra Costa Health Plan Enterprise Fund II)

- C. 70** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay the San Ramon Valley Fire Protection District \$33,000 for EMS (Emergency Medical Services) Fire First Responder medical equipment, medical supplies and EMS training to the San Ramon Valley Fire Protection District for Fiscal Year 2020-21, as recommended by the EMS Director. (100% Measure H Fund, CSA EM-1, Zone A)
- C. 71** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Pleasanton Physical Therapy Services, Inc. (dba Back on Track Physical Therapy), in an amount not to exceed \$1,500,000 to provide physical therapy services for Contra Costa Health Plan members for the period February 1, 2021 through January 31, 2023. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 72** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Michael P. Sherman, M.D., Ph.D., A Medical Corporation (dba Contra Costa Oncology), in an amount not to exceed \$2,100,000 to provide oncology and hematology services to Contra Costa Health Plan members for the period February 1, 2021 through January 31, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 73** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Sam Clar Office Furniture, Inc., in the amount not to exceed \$256,256 to procure furniture for the Behavioral Health Administration office located at 1340 Arnold Drive, Suite 200, Martinez. (100% cost settlement funding)
- C. 74** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with David Gilbert, M.D., in an amount not to exceed \$300,000 to provide ophthalmology services for Contra Costa Health Plan members for the period February 1, 2021 through January 31, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 75** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Software One, Inc., in an amount not to exceed \$6,700,000, and Agreements with Microsoft, Inc. to renew licenses for the period January 1, 2021 through December 31, 2023. (100% Hospital Enterprise Fund I)
- C. 76** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Microsoft Corporation in an amount not to exceed \$245,624 and a Microsoft Enterprise Services Work Order for Microsoft's Unified Support for licensed products for the period January 20, 2021 through January 19, 2022. (100% Hospital Enterprise Fund I)

- C. 77** RATIFY the execution of a Memorandum of Agreement with the City of Walnut Creek for use of the Tice Valley Gymnasium as a COVID-19 vaccination site operated by the State of California, as recommended by the County Administrator. (100% FEMA)

Other Actions

- C. 78** AUTHORIZE a General Plan Amendment feasibility study to consider changing the General Plan land use designation from "Public and Semi-Public" to "Multiple-Family Residential-High Density" for a 5,750 square-foot (0.13-acre) vacant parcel located at 343 Rodeo Avenue in Rodeo, Assessor's Parcel No. 357-081-015. (File #GP20-0003), as recommended by the Conservation and Development Director. (100% Applicant fees)
- C. 79** APPROVE the Contra Costa Regional Medical Center New CT (Computed Tomography) Unit Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director/Chief Engineer, or designee, to advertise the Project, Martinez area. (100% Hospital Enterprise Funds)
- C. 80** ADOPT Resolution No. 2021/30 to approve a request to designate one Valley Oak tree located at 2031 Doris Avenue in the unincorporated Walnut Creek area and measuring approximately 175 inches in circumference, as a Heritage Tree pursuant to the Heritage Tree Preservation Ordinance (Chapter 816-4), as recommended by the Conservation and Development Director.
- C. 81** ACCEPT the 2020 Annual Report for the Iron Horse Corridor Management Program Advisory Committee, as recommended by the Public Works Director, Alamo, Concord, Danville, Pleasant Hill, San Ramon and Walnut Creek areas. (No fiscal impact)
- C. 82** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Muir Health, Walnut Creek Campus, for the designation as a Base Hospital for the County's Emergency Medical Services for the period January 1, 2021 through December 31, 2023. (Nonfinancial agreement)
- C. 83** ACCEPT the report prepared by the Office of the Sheriff in accordance with Penal Code Section 4025(e) representing an accounting of all Inmate Welfare Fund receipts and disbursements for Fiscal Year 2019/2020, as recommended by the Sheriff-Coroner. (No fiscal impact)
- C. 84** ACCEPT the November 2020 Operations Update of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.

- C. 85** ACCEPT the canvass of votes for the January 5, 2021 Special Election showing that the special tax measure for Police Services for County Service Area P-6, Zone 1204, unincorporated area of Concord passed, as recommended by the Clerk-Recorder. (No fiscal impact)
- C. 86** APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to accept an annual donation from the Blackhawk Homeowners Association in an initial amount of \$100,000, to be used for supplementing the costs associated with adding an additional Deputy Sheriff - 40 hour position for County Service Area P-2A (Blackhawk area), as recommended by the Sheriff-Coroner. (100% Donation revenue)
- C. 87** APPROVE the attached changes to the Arts and Culture Commission Bylaws, as recommended by the Family and Human Services Committee. (Consider with C.35)

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

The **Family and Human Services Committee** (Supervisors Candace Andersen and Diane Burgis) 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 Karen Mitchoff and John Gioia) 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 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 Diane Burgis and Karen Mitchoff) meets on the second Monday of the month at 1:00 p.m. in Room 110, County Administration Building, 1025 Escobar 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 John Gioia and Federal D. Glover) meets on the fourth Monday of the 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 Diane Burgis) 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	March 10, 2021	11:00 a.m.	See above
Family & Human Services Committee	February 22, 2021	9:00 a.m.	See above
Finance Committee	March 1, 2021	9:00 a.m.	See above
Hiring Outreach Oversight Committee	March 1, 2021	10:00 a.m.	See above
Internal Operations Committee	February 8, 2021	10:30 a.m.	See above
Legislation Committee	February 8, 2021	1:00 p.m.	See above
Public Protection Committee	February 22, 2021	10:30 a.m.	See above
Sustainability Committee	February 22, 2021	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	February 8, 2021	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
ORJ Office of Reentry and Justice
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: Alison McKee, Interim County Librarian
Date: February 2, 2021

Subject: RECEIVE PRESENTATION recognizing the Contra Costa County Library as a 2020 ULC Innovations Honorable Mention for its 3-D PPE Printing Program

RECOMMENDATION(S):

RECEIVE PRESENTATION recognizing the Contra Costa County Library as a 2020 Urban Libraries Council (ULC) Innovations Honorable Mention for its 3-D PPE (Personal Protective Equipment) Printing Program.

FISCAL IMPACT:

None

BACKGROUND:

The Urban Libraries Council (ULC) is an innovation and action tank of North America's leading public library systems. It drives cutting-edge research and strategic partnerships to elevate the power of libraries as essential, transformative institutions for the 21st century. ULC identifies significant challenges facing today's communities and develops new tools and techniques to help libraries achieve stronger outcomes in education, workforce and economic development, digital equity and race and social equity.

The Urban Library Council's Innovations Initiative showcases out-of-the-box thinking and the new alignment of resources to further education for people of all ages, address race and social equity in our communities, build digital inclusion and digital literacy and enhance civic engagement for a strong democracy.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

**VOTE OF
SUPERVISORS**

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact:
510-332-7386

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Contra Costa County Library staff partnered with Contra Costa Health Services staff to produce more than 3,000 sets of clips that were used on more than 200,000 previously defective masks. They also produced 150 "Montana masks," which are full masks printed on a 3-D printer with a slot for inserting a cloth filter to extend the life of the mask. This initiative launched at the beginning of the pandemic when there was a global shortage of personal protective equipment. It directly benefited the community by providing much-needed PPE for essential workers on the front lines.

Contra Costa County Library submitted the 3-D PPE Printing Program for consideration in the "Wellness, Safety and Sustainability" category, for which there were 260 entries from 93 major urban library systems across North America. In December 2020, Contra Costa County Library was notified that it was one of only two entries to be recognized in this category, receiving the honorable mention for the 3-D PPE Printing Program.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 2, 2021

Subject: APPOINTMENT OF COUNTY LIBRARIAN - ALISON P. MCKEE

RECOMMENDATION(S):

APPOINT Alison P. McKee to the position of County Librarian at Step 5 of the salary range, effective February 1, 2021 with the following additional term of employment: modification to Section 16.11.b, of the Management Resolution (Resolution No. 2019/507) to eliminate the classification of County Librarian (3AAA) from ineligible classifications, which will allow Ms. McKee to continue to participate in the Vacation Buy Back benefit. All other benefits are as provided in the current Management Resolution applicable to the position of County Librarian.

FISCAL IMPACT:

The estimated annual cost for the County Librarian position is \$281,442, of which \$51,568 is pension cost. The estimated cost of filling the position for the five months remaining of fiscal year 2020/21 is \$117,268, of which \$21,487 is pension. The County Librarian is a budgeted position within the Library Fund.

BACKGROUND:

In mid-2020, County Librarian Melinda Cervantes informed the County Administrator that she would be retiring effective October 31, 2020. The County contracted with Teri Black & Company (TBC), LLC to conduct the recruitment to fill the vacancy. On November 9, 2020, the recruitment for a new County Librarian commenced. TBC advertised the position nationwide. Ads were placed with appropriate industry publications and websites. Invitations and recruitment brochures were sent via traditional and electronic mail to 300-400 potential candidates targeted by the executive search firm.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Ann Elliott, Acting Director of Human Resources

BACKGROUND: (CONT'D)

The four week recruitment garnered 29 applications. With the assistance of TBC, the applications were screened and four (4) semi-finalists were forwarded to the County Selection Committee on January 20, 2021. The County Selection Committee was composed of Cindy Chadwick, County Librarian, Alameda County; Lisa Driscoll, County Finance Director, Contra Costa County; Don McCormick, Library Commissioner, Contra Costa County; and Matt Rodriguez, City Manager, City of San Pablo.

Following a series of interviews, Alison McKee was selected for the position.

Ms. McKee holds a Master of Library and Information Science degree from San Jose University and a Bachelor of Music Performance from the San Francisco Conservatory of Music. She has served as interim County Librarian since October, 2020, and Deputy County Librarian since August 2015. Ms. McKee has worked for the Contra Costa County Library since 2002 and has a reputation of strong leadership, collaboration, administrative expertise and a commitment to racial equity and diversity. As Interim County Librarian, she has overseen the budget for the entire department and is currently coordinating several large projects, such as a complete overhaul and upgrade of the Library's IT security system as well as a transition to a state sponsored broadband network that will increase Internet speed ten-fold and reduce the Library's cost to a fraction of what it is paying now. Throughout her career, she has demonstrated her ability to work collaboratively. Ms. McKee believes Contra Costa County's most important partners are the 18 cities we work with to provide library services. She has developed close working relationships and has initiated partnerships with several other county departments as well.

The modification to the Vacation Buy Back section of the Management Resolution will allow Ms. McKee to continue to participate in the benefit, which is consistent with similarly situated employees hired prior to April 1, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

The County Librarian position will remain vacant leaving the County Library in a vulnerable management position.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 2, 2021

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: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

**VOTE OF
SUPERVISORS**

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Monica Nino

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: February 2, 2021

Subject: HEARING TO CONSIDER ADOPTION OF PROPOSED SPECIAL TAX ORDINANCE AND AUTHORIZE ELECTION TO OBTAIN VOTER APPROVAL

RECOMMENDATION(S):

1. OPEN a hearing on the adoption of Ordinance No. 2021-01, authorizing the levy of an increased special tax for police protection services in County Service Area (CSA) P-2 Zone B (Zone B), in the unincorporated area of Alamo, and Resolution No. 2021/31, directing the ordinance to be presented to the CSA P-2 Zone B voters for approval in a May 4, 2021, mail-ballot election; CONSIDER oral and written comments received; and CLOSE the hearing.
2. ADOPT Ordinance No. 2021-01.
3. ADOPT Resolution No. 2021/31.

FISCAL IMPACT:

The approximate \$30,000 cost of the election will be paid from ad valorem property tax revenues previously allocated to Zone B. If approved by the voters, the parcel tax is expected to generate an additional \$177,000 beginning in FY 2021/22.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Cameron Collins,
925-957-8860

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND:

The CSA P-2 Zone B Alamo Police Advisory Committee (Committee) has proposed a special tax measure be submitted to the voters of Zone B. The purpose of the tax is to generate additional revenue for police protection services within the Zone. The current tax rates have been in place since 1981. Attempts to pass an increased tax rates had failed to be approved by the voters in 1987 and 2000. Currently, Zone B reserve funds are being used to supplement approximately \$220,000 in annual ad valorem property tax and \$68,000 in special tax revenues to support one (1) resident deputy sheriff and a patrol vehicle. The Committee determined that additional tax revenue is needed to continue funding the existing level of service. It is expected that the revenue generated by this tax measure would be able to fund the current level of services over the next 10 years.

Under proposed Ordinance No. 2021-01 ("Ordinance"), beginning in fiscal year 2021-2022, special taxes levied in the Zone for police protection would be increased to \$67 per parcel for residential properties and \$200 per parcel for commercial/industrial/institutional properties. The current tax rates range from \$18 to \$36 per parcel for residential properties and is \$54 per parcel for commercial/industrial/institutional properties. The proposed ordinance will also replace the three (3) existing residential tax rates ("Single Residential", "Small Multiple Residential", and "Large Multiple Residential") with one (1) "Residential" rate.

If adopted by the Board, Ordinance No. 2021-01 would become effective only if it is presented to the voters of the Zone at an election, and receives the approval of two-thirds of the voters voting on the measure. Resolution No. 2021/31 would direct Ordinance No. 2021-01 to be presented to the CSA P-2 Zone B voters for approval at the scheduled May 4, 2021 mail ballot election and provides appropriate ballot language. The resolution also directs the County Clerk, Elections Division, to conduct the election and designates the County Administrator or designee to serve as the Eligible Filer for purposes of filing necessary documents on behalf of the County.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not take the recommended actions before the February 5, 2021, deadline to place measures on the May 4, 2021, mail ballot, the proposed tax measure could not be submitted to CSA P-2 Zone B voters for consideration on May 4, 2021.

ATTACHMENTS

Resolution 2021/31

Ord. 2021-01

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

Adopted this Resolution on 02/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/31

IN THE MATTER OF AUTHORIZING AN INCREASED SPECIAL TAX FOR POLICE PROTECTION SERVICES IN
COUNTY SERVICE AREA P-2 ZONE B (ALAMO)

WHEREAS, this Board recognizes the need for increased police protection services in County Service Area P-2 Zone B and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, Government Code sections 50077 and 53978 establish procedures for voter authorization of an increased special property tax in order to provide additional funding for police protection,

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Ordinance No. 2021-01, adopted this date, is to be presented for approval of the voters of County Service Area P-2 Zone B in a mail-ballot election on May 4, 2021, according to the following ballot proposition:

“Shall County of Contra Costa Ordinance No. 2021-01 be approved to increase the existing parcel tax on County Service Area P-2 Zone B to annual maximums of \$67 per parcel for residential property and \$200 per parcel for commercial/industrial/institutional property, to provide additional funding for police protection services?”

2. The Contra Costa County Registrar of Voters is designated as the Election Official for this election, and the County Clerk, Elections Division, is hereby authorized and directed to provide all notices and take all other actions necessary to holding the election described in this resolution including, but not limited to, providing notices of times within which arguments for and against are to be submitted.

3. The County Administrator, or her designee, shall serve as the Eligible Filer for purposes of filing necessary documents with the Elections Official to facilitate listing of the above ballot proposition.

I hereby certify that this 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: Cameron Collins, 925-957-8860

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ORDINANCE NO. 2021-01

(Uncodified)

(An Ordinance of the Board of Supervisors of Contra Costa County)

Authorizing a Special Tax for Police Protection Services in Zone B, County Service Area P-2

The Contra Costa County Board of Supervisors ORDAINS as follows:

ARTICLE I. PURPOSE AND INTENT. It is the purpose and intent of this Ordinance to authorize the levy of a tax on parcels of real property on the secured property tax roll of Contra Costa County that are within Zone B of Contra Costa County Service Area No. P-2 in order to augment funding for police protection.

This tax is a special tax within the meaning of Section 4 of Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Article IV of this Ordinance), as authorized by law.

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary.

ARTICLE II. DEFINITIONS. The following definitions shall apply throughout this Ordinance.

1. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone B of County Service Area P-2 nor any land or improvements owned by any governmental agency.

2. "Fiscal year" means the period of July 1 through the following June 30.

3. "Zone" means Zone B of County Service Area P-2, which is in the Alamo area.

4. "Ad valorem property taxes" or "ad valorem real property taxes" means taxes imposed pursuant to Division 1, Property Taxation, of the Revenue and Taxation Code of California on secured roll real property subject to being sold for delinquency of such taxes.

5. “Residential” means parcels assigned the following use codes by the Assessor of Contra Costa County for ad valorem property tax purposes: 11, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 61, 88.

6. “Commercial/Industrial/Institutional” means parcels assigned the following use codes by the Assessor of Contra Costa County for ad valorem property tax purposes: 31, 32, 33, 34, 35, 36, 37, 39, 41, 42, 43, 44, 45, 46, 47, 49, 51, 52, 53, 54, 70, 74, 75, 83, 84, 85.

7. “Use Code” means the code number assigned by the Assessor of Contra Costa County in order to classify parcels according to their use for ad valorem property tax purposes.

A copy of the Assessor's use code classification chart is attached hereto as Appendix A and incorporated herein.

ARTICLE III. AMOUNT AND LEVY OF TAXES.

1. The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below:

<u>Property Use Category</u>	<u>Amount of Tax Per Parcel</u>
1. Residential	\$ 67
2. Commercial/Industrial/Institutional	200

2. In July of each year, the Board of Supervisors of Contra Costa County shall determine the amount of taxes to be levied upon the parcels in the Zone for the then current fiscal year in amounts not exceeding the above listed maximums per parcel.

3. The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Article IV, below. A complete listing of the amount of taxes on each parcel shall be maintained by the Clerk of the Board of Supervisors of the County of Contra Costa and be available for public inspection during the remainder of the fiscal year for which such taxes are levied.

ARTICLE IV. COLLECTION AND ADMINISTRATION.

1. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property in accordance with Revenue and Taxation Code section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

2. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and shall be due the County of Contra Costa. Insofar as feasible and insofar as

not inconsistent with this Ordinance, the taxes are to be collected in the same manner in which the County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exemptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax: (1) the secured roll tax bills shall be the only notices required for this tax, and (2) the homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

3. Costs of Administration by the County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

ARTICLE V. ACCOUNTABILITY MEASURES.

1. Account.

Upon the levy and collection of the tax authorized by this Ordinance, an account shall be created into which the proceeds of the tax will be deposited. The proceeds of the tax authorized by this Ordinance shall be applied only to the specific purposes identified in this Ordinance.

2. Annual Report.

An annual report that complies with the requirements of Government Code section 50075.3 shall be filed with the Board of Supervisors of Contra Costa County no later than January 1 of each fiscal year in which the tax is levied.

ARTICLE VI. SEVERABILITY CLAUSE.

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters within the Zone hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentence, phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

ARTICLE VII. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on May 4, 2021, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2021. If confirmed by the voters, this Ordinance supersedes Ordinance No. 81-16 in its entirety.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors, County of Contra Costa, State of California, on February 2, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: MONICA NINO, Clerk of the Board of Supervisors and County Administrator

By: _____
Deputy

_____ Chair of the Board of Supervisors

[SEAL]

ATTACHMENT: APPENDIX A

LW/

H:\Ordinances\Ord.2021-01.docx

APPENDIX A
to Ord. No. 2021-01

REJECT AND CONFIRMATION CODES	USE CODES								RESPONSIBILITY CODES
	RESIDENTIAL	MULTIPLE	COMMERCIAL	COMMERCIAL	INDUSTRIAL	LAND	INSTITUTIONAL	MISCELLANEOUS	
REJECT CODES	10	20	30	40	50	60	70	80	1 Residential
	Vacant, Unbuildable	Vacant	Vacant Land	Boat Harbors	Vacant Land	Unassigned	Intermediate Care Facility (Rehab, Skilled Nursing) (-7)	Mineral Rights (productive/non-productive)	
0 Good Sale (can be used as comparable)	11 Single Family	21	31	41	51	61	71	81	2 Multiple Residential
1 Sold Part of a Split	1 Res on 1 site, with or w/o MINOR Common Area	Duplex	Commercial Stores (not Supermarkets)	Supermarkets (not in shopping centers)	Industrial Park (with structures)	Rural, Residential Improved 1A up to 10A	Churches	Private Roads	
3 Sales With Other Parcels	12 Single Family	22	32	42	52	62	72	82	3 Commercial/ Industrial
4 Hidden Stamps	1 Res on 2 or more sites	Triplex	Small Grocery Stores (7-11, Mom & Pop, Quick-Stop)	Shopping Centers (all parcels incl vacant for future shopping center)	Research and Development, with or w/o structures; flexible use	Rural, with or without Misc. Structures 1A up to 10A	Schools & Colleges (public or private, with or without improvements)	Pipelines and Canals	
5 Investigate Sale (cannot be used as comparable)	13 Single Family	23	33	43	53	63	73	83	4 Commercial/ Industrial
7 Restricted Sale	2 or more Res on 1 or more site	Fourplex	Office Buildings	Financial Bldgs. (Ins. & Title Companies, Banks, S & L)	Light Industrial	Urban Acreage 10A up to 40A	Acute Care Hospitals, with or without imps	State Board Assessed Parcels	
8 Assumption	14 Single Family	24	34	44	54	64	74	84	5 Commercial/ Industrial
9 No Exemption Change	1 Res on other than Single Family Land	Combinations; e.g., Single and a Double, etc.	Medical; Dental	Motels, Hotels (-4) & Mobile Home Parks (-7)	Heavy Industrial (-5) Alpha	Urban Acreage 40A and over	Cemeteries (-7) & Mortuaries (-3)	Utilities, with or without bldgs (not assessed by SBE)	
U Unrecorded Documents	15	25	35	45	55	65	75	85	6 Land
NOTE: Reject Codes 0, 1, & 4 "identify" sales. They do not reject them. Such sales (when confirmed) are used in statistics. Sales with other codes ARE rejected & do not enter into statistics.	Miscellaneous Improvements, 1 or more site, incl. trees & vines	Apartments, 5-12 units, inclusive	Service Stations; Car Washes; Bulk Plants, Mini Lube	Theaters	Mini-Warehouse (Public Storage)	Orchards, Vineyards, Row Crops, Irrig. Past. 10A up to 40A	Fraternal and Service Organizations, Group Homes, Shelters	Public and Private Parking	
CONFIRMATION CODES	16 Single Family	26	36	46	56	66	76	86	7 Commercial/ Industrial
	Attached Res, Townhouses, Duets	Apartments, 13-24 units, inclusive	Auto Repair	Drive-In Restaurants (Hamburger, Taco, etc)	Misc. Imps including trees & vines on Light or Heavy Industrial	Orchards, Vineyards, Row Crops, Irrig. Past. 40A & over	Residential Care Facil. (Congregate Housing, Assisted Living) (-7)	Taxable Municipally-Owned Property (Section 11)	
Q = PCOR Received C = SQ Received A = ADJ R = SQ Requested X = SVP (Sales Verification Program)	17	27	37	47	57	67	77	87	8 Residential (Unparcelized Condos) (88-8 = Floating Homes)
	Vacant, 1 site (includes PUD sites)	Apartments, 25-59 units, inclusive	Community Facilities; Recreational; Swim Pool Assn.	Restaurants (not drive-in; inside service only)	Unassigned	Dry Farming, Farming, Grazing & Pasturing 10A up to 40A	Cultural Uses (Libraries, Museums)	Common Area pcls in PUD's (Open Space, Recreational Facilities)	
Q = PCOR Received C = SQ Received A = ADJ R = SQ Requested X = SVP (Sales Verification Program)	18	28	38	48	58	68	78	88	9 Unassigned
	Vacant, 2 or more sites	Apartments, 60 units or more	Golf Courses	Multiple and Commercial; miscellaneous improved	Unassigned	Dry Farming, Farming, Grazing & Pasturing 40A & over	Parks and Playgrounds	Manufactured Home Accessories (-4) In Park (-7) Floating Homes (-8)	
Q = PCOR Received C = SQ Received A = ADJ R = SQ Requested X = SVP (Sales Verification Program)	19 Single Family	29	39	49	59	69	79	89	9 Unassigned
	Detached Res, with MAJOR Common Area (pool, tennis, clubhouse, or other amenities), Cluster Homes	Condominiums, Cooperatives (-1 Single Family) (-2 Rossmoor)	Bowling Alleys	Auto Agencies	Pipeline Rights-Of-Way	Agricultural Preserves	Government-owned, with or without bldgs (Fed, State, County, City, SFBART, EBRPD)	Other; Split parcels in different tax code areas	
								90 Unassigned	



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: February 2, 2021

Subject: Establishment of a Community Advisory Committee for Measure X

RECOMMENDATION(S):

APPROVE the creation of a 17-member Community Advisory Committee to recommend the budget allocation for 50% of the annual revenue received under Measure X funds as set forth in this Board Order; and

DIRECT the County Administrator to return to the Board by February 9, 2021 with a process to move forward in soliciting applications and seating members on the Community Advisory Committee by mid-March 2021 consistent with the process set forth in this Board Order.

FISCAL IMPACT:

No fiscal impact at this time. Once the Community Advisory Committee is formed and begins to meet, staff time will need to be allocated to the work of the committee for the third and fourth quarters of FY 20-21.

BACKGROUND:

The voters passed Measure X, a ½ cent sales tax levied countywide (exempting food sales), in November 2020. Collection of the sales tax will begin in April 2021 and will be available for distribution in FY 2021-22.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Chris Wikler, (925)
521-7100

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

A needs assessment was performed in 2019, and the following services were identified as high priorities:

- Fire and Emergency Services
- Hospital and Community Health
- Early Childhood and Youth Services
- Senior Services
- Safety Net Services; e.g., expanding access to shelter, expanding food security, homelessness assistance programs, etc.

Now that the measure has passed, it is appropriate to bring together community members and various other stakeholders as members of a Community Advisory Committee to make recommendations on Measure X expenditures.

The stakeholder group that met prior to putting Measure X on the ballot recently held discussions as to the makeup of an Oversight Committee; however, a Community Advisory Committee must first be appointed in order to make recommendations to the Board of Supervisors on how some of the funds should be allocated based on the needs assessment. An Oversight Committee will be created by the beginning of the FY 2021-22 (August 2021) so that as tax proceeds are received and allocated, the Oversight Committee can meet on a quarterly basis to review revenues and expenditures to determine that funds were appropriately received and spent. This Board Order specifically deals with creating the Community Advisory Committee at this time; the process for appointing the Oversight Committee will be discussed in May or June 2021.

Amount of Revenue to be Allocated:

- The Community Advisory Committee shall make budget allocation recommendations to the Board of Supervisors for 50% of the annual revenue received under Measure X based on Measure X priorities/needs as identified in the most recent Needs Assessment
- The Board of Supervisors shall make budget allocations for 45% of the annual revenue received under Measure X in an open transparent process with public input and comment and based on Measure X priorities/principles and as identified in the most recent Needs Assessment; and
- 5% of the annual revenue be set aside in a special interest-bearing reserve account for unanticipated needs that arise during a given fiscal year. These funds could only be expended by a four fifth's (4/5th's) vote of the Board of Supervisors.

Responsibilities: The Community Advisory Committee's main responsibilities:

- Overseeing an annual assessment of community needs, focusing primarily on the priority areas identified in this year's Needs Assessment, including emergency response (fire/medical), health care, safety net services, preventative care, affordable housing, and supports for early childhood, youth, families, and seniors.
- Creating detailed priority lists of the top ten service gaps (county- and community-provided) based on the results from the needs assessment.
- Using the assessment to make general funding priority recommendations to the Board

of Supervisors on 50% of the revenue generated by Measure X.

- Providing an annual report on the outcomes and impact of allocated funds.
- The committee shall initially meet as needed to develop a recommended annual budget allocation plan, and thereafter shall meet quarterly.

Membership: The Community Advisory Committee shall be composed of 17 individuals and its membership should represent broad and diverse voices, perspectives and expertise, including but not exclusive to: budget justice advocacy, children’s services, community health, consumer advocacy, faith leadership, senior services, fire and public safety protection, housing and homelessness, labor union representation, legal advocacy, local businesses, mental health services, non-partisan civic organizations, policy organizations, public health, racial justice and equity, safety net services, senior services, substance use services, taxpayers, and youth services.

- Committee members should have expertise in an area outlined above or that is otherwise in accordance with the priorities set by the ballot measure and needs assessment.
- Representation on the committee shall be from community-based organizations and residents from across the county who have received county- and community-provided services in the areas identified.
- Committee members shall either live or work in Contra Costa County, with a majority being residents of the County.

Appointment Process: The County will solicit applications to fill the 17 member committee. Applications shall be referred to the Board Finance Committee which shall make recommendations to the full Board of Supervisors on appointments to the Community Advisory Committee. The Board shall make every effort to insure that there is representation from the broadest cross-section of stakeholders as described in the “Membership” section above, as well as geographic, racial and ethnic representation reflecting the County’s diversity.

Terms: The initial members of the Community Advisory Committee shall serve staggered terms of two or three years, and subsequent appointments serving three-year terms, with a maximum of six years served consecutively by any member.



**Contra
Costa
County**

To: Board of Supervisors
From: Supervisor Diane Burgis & Supervisor Karen Mitchoff
Date: February 2, 2021

Subject: ORDINANCE NO. 2021-05 - URGENCY ORDINANCE ESTABLISHING A TEMPORARY CAP ON FEES CHARGED BY THIRD PARTY MEAL DELIVERY SERVICES

RECOMMENDATION(S):

CONSIDER adopting Ordinance No. 2021-05, an urgency ordinance establishing a temporary cap on fees charged by third-party delivery services for food orders and deliveries from restaurants in Contra Costa County.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The COVID-19 pandemic has had a detrimental impact on restaurants in Contra Costa County and throughout the state. According to the National Restaurant Association, restaurant employment in California as of November 2020 is at least 20% lower than restaurant employment in February 2020. Restaurants nationally also continued to see job losses between October and November 2020. Restaurant sales fell four percent nationally between October 2020 and November 2020, and sales remain more than 20% below February 2020 levels. Overall total restaurant and food service sales nationally were down \$240 billion from expected levels in 2020.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Mark Goodwin, (925) 252-4500

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

As of December 31, 2020, dozens of restaurants in the Bay Area have permanently closed because of the economic impacts connected with COVID-19. Restaurants in Contra Costa County also have experienced revenue losses as a result of the pandemic. Restaurants in some areas of Contra Costa County also have had to significantly reduce staffing due to pandemic-related public health restrictions.

The continued vitality of restaurants in Contra Costa County is critical to ensuring the availability of essential food services to the public, sustaining employment among restaurant workers, and preserving the vitality of the local economy and the vitality of neighborhoods and communities. Some residents in Contra Costa County are unable to prepare food themselves and rely on deliveries of prepared food, including food from restaurants, for their meals.

Many restaurant customers rely on third-party food delivery companies that operate applications or web-based platforms to place orders with restaurants for delivery and takeout. These companies rely on employees or third-party independent contractors to pick up and deliver food from restaurants. These companies charge restaurants a range of fees for orders, deliveries, and marketing services. These fees are charged at rates that threaten the profitability and ongoing vitality of restaurants in the County, particularly small and family-owned restaurants that are vital contributors to the employment of County residents, commerce in the County, and the identity of neighborhoods and communities in the County. Restaurants in Contra Costa County have a limited ability to negotiate these fees because only a small number of these third-party food delivery companies operate within Contra Costa County.

There is an urgent need for the County to place limits on the fees that third-party firms operating food delivery platforms may charge restaurants. These limits are necessary to preserve the health, safety, and public welfare of residents in Contra Costa County by ensuring the availability of prepared food in Contra Costa County.

Under the attached ordinance, if a customer places an online order for delivery or pickup at a restaurant through a platform operated by a third-party delivery firm, the delivery firm cannot charge the restaurant more than 15 percent of the order. Similarly, if a third-party delivery firm provides a service such as processing online orders for a restaurant, the delivery firm cannot charge the restaurant more than 10 percent of the order for providing that service.

The ordinance authorizes restaurants to request invoices from third-party delivery firms that specify the amount of fees charged to the restaurant. If a restaurant believes that a third-party delivery firm has violated the ordinance, the restaurant can provide written notice of the alleged violation to the firm. The firm has 10 days to respond in writing. The firm's response must indicate the remedial action the firm will take. If the firm will reimburse fees to the restaurant, the firm has 30 days to provide the refund. If a restaurant is dissatisfied with the response or the firm does not respond, the restaurant can enforce the ordinance in Superior Court.

ATTACHMENTS

Ordinance No. 2021-05

ORDINANCE NO. 2021-05

(UNCODIFIED)

AN URGENCY ORDINANCE ESTABLISHING A
TEMPORARY CAP ON FEES CHARGED BY THIRD-PARTY DELIVERY SERVICES
FOR FOOD ORDERS AND DELIVERIES FROM
RESTAURANTS WITHIN CONTRA COSTA COUNTY

The Contra Costa County Board of Supervisors ordains as follows:

Section 1. Findings.

- A. On January 30, 2020, the World Health Organization declared the outbreak of a novel coronavirus that causes the disease named coronavirus disease 2019 (“COVID-19”), a public health emergency of international concern.
- B. On January 31, 2020, as the result of confirmed cases of COVID-19, the U.S. Secretary of Health and Human Services declared a public health emergency nationwide.
- C. On March 3, 2020, Contra Costa Health Services announced the first case of local transmission of the virus causing COVID-19 in Contra Costa County.
- D. On March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act (Gov. Code, § 8550 et seq.).
- E. On March 10, 2020, the Board of Supervisors found that due to the introduction of COVID-19 in the County, conditions of disaster or extreme peril to the safety of persons and property had arisen, commencing on March 3, 2020. Based on these conditions, under Government Code section 8630, the Board adopted Resolution No. 2020/92, proclaiming the existence of a local emergency throughout the County.
- F. The legislative bodies of a number of cities in Contra Costa County have also adopted local emergency proclamations due to COVID-19 under Government Code section 8630.
- G. The COVID-19 pandemic has had a detrimental impact on restaurants in Contra Costa County and throughout the state. According to the National Restaurant Association, restaurant employment in California as of November 2020 is at least 20% lower than restaurant employment in February 2020. Restaurants nationally also continued to see job losses between October and November 2020. Restaurant sales fell four percent nationally between October 2020 and November 2020, and sales remain more than 20% below February 2020 levels. Overall total restaurant and food service sales nationally were down \$240 billion from expected levels in 2020. [<https://restaurant.org/management-restaurant/business-operations/covid19/research/economic-analysis>]
- H. As of December 31, 2020, dozens of restaurants in the Bay Area have permanently closed because of the economic impacts connected with COVID-19. Restaurants in Contra

Costa County also have experienced revenue losses as a result of the pandemic. Restaurants in some areas of Contra Costa County also have had to significantly reduce staffing due to pandemic-related public health restrictions.

- I. Contra Costa County is currently in the widespread (purple) tier of the State’s Blueprint for a Safer Economy. In this tier, indoor dining at restaurants is prohibited and outdoor dining is allowed only with modifications. Under these restrictions, restaurants in Contra Costa County rely heavily on carry-out and delivery orders.
- J. The continued vitality of restaurants in Contra Costa County is critical to ensuring the availability of essential food services to the public, sustaining employment among restaurant workers, and preserving the vitality of the local economy and the vitality of neighborhoods and communities.
- K. Some residents in Contra Costa County are unable to prepare food themselves and rely on deliveries of prepared food, including food from restaurants, for their meals.
- L. Many restaurant customers rely on third-party food delivery companies that operate applications or web-based platforms to place orders with restaurants for delivery and takeout. These companies rely on employees or third-party independent contractors to pick up and deliver food from restaurants. These companies charge restaurants a range of fees for orders, deliveries, and marketing services. Some of these fees are charged at high rates that threaten the profitability and ongoing vitality of restaurants in the County, particularly small and family-owned restaurants that are vital contributors to the employment of County residents, commerce in the County, and the identity of neighborhoods and communities in the County. Restaurants in Contra Costa County have a limited ability to negotiate these fees because only a small number of these third-party food delivery companies operate within Contra Costa County.
- M. There is an urgent need for the County to place limits on the fees that third-party firms operating food delivery platforms may charge restaurants. These limits are necessary to preserve the health, safety, and public welfare of residents in Contra Costa County by ensuring the availability of prepared food in Contra Costa County.

Section 2. Definitions. For purposes of this ordinance, the following words and phrases have the following meanings:

- (a) “Customer” means any person, firm, association, or entity that is located in Contra Costa County and places an online order from a restaurant.
- (b) “Delivery firm” means any person, firm, association, or entity that, using a platform, offers or arranges for the sale of food and beverages from a restaurant for same-day delivery or same-day pickup.
- (c) “Fee” means any fee, charge, cost, or other amount.

- (d) “Listing services” means services offered by a delivery firm to make it possible for a customer to place an online order at a restaurant, including (i) listing the restaurant’s information or menu, (ii) processing online orders, and (iii) arranging payment for online orders, including paying any credit card processing fees.
- (e) “Online order” means a customer’s order of food or beverage items from a restaurant that is placed through, or facilitated by, a platform operated by a delivery firm.
- (f) “Platform” means any website, mobile application, or other internet-based service.
- (g) “Promotional services” means services offered by a delivery firm to a restaurant for the purposes of promoting, advertising, or that are otherwise intended to strengthen the business or performance of, the restaurant, and that are independent of order and delivery services or listing services.
- (h) “Purchase price” means the gross price of food or beverage items set by a restaurant and listed on the restaurant’s menu, excluding all taxes, tips, gratuities, and fees imposed by the restaurant or by the delivery service.
- (i) “Restaurant” means any “food facility,” as defined in Health and Safety Code section 113789, that is located in Contra Costa County.

Section 3. Cap on Fees Charged to Restaurants and Required Disclosures.

- (a) Maximum Fees Charged to Restaurants.
 - (1) A delivery firm shall not impose upon a restaurant any fee, or combination of fees, that is more than 15 percent of the purchase price for the order and delivery of an online order.
 - (2) A delivery firm shall not impose on a restaurant any fee, or combination of fees, for non-delivery services, including listing services, that, in total, constitute more than 10 percent of the purchase price for order and delivery of an online order. For purposes of this section 3(a)(2), non-delivery services do not include promotional services.
 - (3) Nothing in section 4(a)(1) or 4(a)(2) prohibits a delivery firm from selling promotional services to a restaurant at prices negotiated between the restaurant and the delivery firm. A delivery firm shall not make the provision of services in section 4(a)(1) or 4(a)(2) contingent upon the restaurant’s purchase of promotional services.
 - (4) A delivery firm shall not, directly or indirectly, influence, limit, impede, or impair a restaurant’s determination or calculation of any purchase price of food or beverage that it sells.

(b) Disclosures.

- (1) Upon written request by a restaurant, a delivery firm shall promptly provide the restaurant a written invoice specifying, in reasonable detail, all fees charged to the restaurant for online orders, for listing services, and for promotional services. A delivery firm shall ensure that the invoice separately lists, and does not combine, fees charged for online orders, fees for listing services, and fees for promotional services.
- (2) A delivery firm shall not list, or cause to list, any restaurant, or the menu of the restaurant, on any mobile application or other Internet service, without the written permission of the restaurant.

Section 4. Enforcement.

- (a) Notice and Refund Request. A restaurant claiming a delivery firm is in violation of this ordinance must provide, within 60 days after the date of the claimed violation, written notice to the delivery firm stating the specific provisions of this ordinance that the restaurant claims the delivery firm violated and the facts known to the restaurant to support the claim of violation. Within 10 days after the date the restaurant gives the delivery firm a written notice of violation, the delivery firm shall respond to the restaurant in writing indicating what, if any, remedial action the delivery firm will take in response to the claimed violation. If the remedial action includes reimbursement of any fees or other amount, reimbursement shall be made to the restaurant within 30 days after the delivery firm's written response.
- (b) Civil Action. A restaurant may pursue all remedies available to the restaurant in superior court or otherwise if the restaurant gives the written notice required by section 5(a) and either (i) the delivery firm fails to timely respond to the notice, or (ii) the restaurant is dissatisfied with the delivery firm's response.

Section 5. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other ordinance provisions or clauses or applications thereof that can be implemented without the invalid provision or clause or application, and to this end the provisions and clauses are declared to be severable. The Board of Supervisors hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional, or otherwise unenforceable.

Section 6. Applicability. Government Code section 8634 authorizes the Board of Supervisors to promulgate countywide orders and regulations necessary to provide for the protection of life and property during a local emergency. Pursuant to Government Code section 8634, the regulations in this ordinance shall apply to cities within Contra Costa County and unincorporated Contra Costa County. To the extent that the governing body of a city enacts an ordinance or adopts a regulation that governs the subject matter of this ordinance, that city ordinance or regulation shall supersede this ordinance within that jurisdiction.

Section 7. Declaration of Urgency. This ordinance is hereby declared to be an urgency ordinance necessary for the immediate preservation of the public peace, health, and safety of the County. The facts constituting the urgency of this ordinance's adoption are set forth in Section 1.

Section 8. Effective Date. This ordinance becomes effective immediately upon passage by four-fifths vote of the Board of Supervisors. Unless earlier repealed, modified, or extended by the Board of Supervisors, this ordinance shall expire and be repealed on (i) the date when all applicable public health orders allow all restaurants in the County to seat customers at their indoor dining at 100 percent capacity, or (ii) the termination of the local emergency proclaimed in response to the COVID-19 pandemic, whichever is earlier.

Section 9. Publication. Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the East Bay Times, a newspaper published in this County.

PASSED ON February 2, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: MONICA NINO,
Clerk of the Board of Supervisors
and County Administrator

Board Chair

By: _____
Deputy

[SEAL]

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**Contra
Costa
County**

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: February 2, 2021

Subject: Urgency ordinance continuing certain residential and commercial evictions.

RECOMMENDATION(S):

CONSIDER whether to adopt Ordinance No. 2021-04, an urgency ordinance continuing a temporary prohibition on certain evictions of residential tenants and of small-business commercial tenants impacted by the COVID-19 pandemic, and related matters.

FISCAL IMPACT:

None.

BACKGROUND:

This ordinance would continue a temporary prohibition on certain evictions of residential tenants and continue a moratorium on certain residential rent increases through a date to be determined by the Board, and would continue a temporary prohibition on certain evictions of small-business commercial tenants through March 31, 2021.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Mary Ann Mason, Chief Assistant
County Counsel, (925) 655-2200

By: , Deputy

cc: Monica Nino, Clerk of the Board of Supervisors, David O. Livingston, Sheriff, Anna Roth, Director, Health Services, Kathy Gallagher, Director, Employment & Human Services

BACKGROUND: (CONT'D)

Prohibition on Residential Evictions and Rent Moratorium

On August 31, 2020, the governor signed Assembly Bill 3088, the COVID-19 Tenant Relief Act of 2020 (the Act). The Act provides eviction protections for residential tenants, including mobilehome tenants, who are experiencing a financial hardship related to COVID-19. The Act prohibits residential tenants from being evicted for failure to pay rent because of a COVID-19-related hardship, as long as the tenant provides the landlord with a written declaration of hardship. Under the Act, residential tenants who experienced a new COVID-19-related hardship between September 1, 2020, and January 31, 2021, were also protected from eviction through this date as long as they paid 25 percent of the rent due by January 31, 2021. Passed on January 28, 2021, Senate Bill 91 extends the protections of the Act through June 30, 2021. A fact sheet on SB 91 prepared by Nielsen Merksamer, County lobbyists, is attached.

The Act also authorizes local jurisdictions to amend existing urgency ordinances to continue prohibitions on certain types of residential evictions, including no-fault evictions. Without local protections in addition to statewide eviction protection for residential renters, eviction notices are likely to increase in light of the COVID-19 pandemic.

As authorized by the Act, the attached urgency ordinance would prohibit a landlord from terminating a residential tenancy for a "no-fault" reason, and prohibit a landlord from terminating a residential tenancy on the basis that a tenant allowed an unauthorized occupant to live in the dwelling unit, if the occupant is the tenant's immediate family member living in the dwelling unit as a result of the COVID-19 pandemic.

The attached urgency ordinance would also prohibit a landlord from increasing rent on a residential real property, subject to specified exceptions.

At the Board's discretion, the residential eviction protections and residential rent moratorium can be extended.

Prohibition on Small-Business Commercial Evictions

On September 23, 2020, the governor issued Executive Order N-80-20, which authorizes local jurisdictions to suspend the evictions of commercial tenants for the non-payment of rent if the non-payment was a result of the COVID-19 pandemic. The executive order authorizes local jurisdictions to suspend these evictions through March 31, 2021. As of last week, the Governor had not extended the March 31 date.

On November 17, 2020, the Board adopted Ordinance No. 2020-29, which prohibits a landlord of a small business commercial property from terminating a tenancy for failure to pay rent if the tenant demonstrates that the failure to pay rent is directly related to a loss of income or out-of-pocket medical expenses associated with the COVID-19 pandemic. The tenant must provide documentation showing loss of income or out-of-pocket medical expenses. In addition, a landlord of a small business commercial property may not charge or collect a late fee for unpaid rent due from a tenant who demonstrated substantial loss of income or substantial out-of-pocket medical expenses. These protections lasted through January 31, 2021. The ordinance also established a grace period for small business commercial tenants to pay rent after the date it would otherwise be due, provided that the tenant follows the procedures specified in the ordinance. This grace period lasts through March 31, 2021.

As authorized by Executive Order N-80-20, the attached ordinance would extend the protections of

Ordinance No. 2020-29 for small business commercial tenants through March 31, 2021, and would extend the grace period for rent repayment for two months, through May 31, 2021.

The attached ordinance would be retroactive to February 1, 2021.

ATTACHMENTS

DRAFT Ordinance No. 2021-04

SB 91 Fact Sheet

ORDINANCE NO. 2021-04 **DRAFT**

AN URGENCY ORDINANCE CONTINUING A TEMPORARY PROHIBITION ON CERTAIN EVICTIONS OF RESIDENTIAL AND COMMERCIAL TENANTS IN CONTRA COSTA COUNTY IMPACTED BY THE COVID-19 PANDEMIC AND CONTINUING A MORATORIUM ON CERTAIN RESIDENTIAL RENT INCREASES

The Contra Costa County Board of Supervisors ordains as follows:

Section 1. Findings.

- A. On January 30, 2020, the World Health Organization declared the outbreak of a novel coronavirus that causes the disease named coronavirus disease 2019 (“COVID-19”), a public health emergency of international concern.
- B. On January 31, 2020, as the result of confirmed cases of COVID-19, the U.S. Secretary of Health and Human Services declared a public health emergency nationwide.
- C. On March 3, 2020, Contra Costa Health Services announced the first case of local transmission of the virus causing COVID-19 in Contra Costa County.
- D. On March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Gov. Code § 8550 et seq.. As of July 1, 2020, there were more than 2.7 million cases of COVID-19 in the United States, resulting in more than 128,000 deaths, with 3,248 confirmed cases of COVID-19 in Contra Costa County, resulting in 77 deaths.
- E. On March 10, 2020, the Board of Supervisors found that due to the introduction of COVID-19 in the County, conditions of disaster or extreme peril to the safety of persons and property had arisen, commencing on March 3, 2020. Based on these conditions, pursuant to Government Code section 8630, the Board adopted Resolution No. 2020/92, proclaiming the existence of a local emergency throughout the County.
- F. The legislative bodies of a number of cities in Contra Costa County also adopted local emergency proclamations due to COVID-19 pursuant to Government Code section 8630.
- G. On March 16, 2020, the County Health Officer issued an order requiring County residents to shelter at their places of residence in order to slow community transmission of COVID-19, subject to exceptions for the provision and receipt of essential services while complying with social distancing requirements to the maximum extent possible. The County Health Officer extended the order on March 31, 2020, and on April 29, 2020.
- H. On May 18, 2020, the County Health Officer extended the shelter-in-place order, continuing restrictions on many activity, travel, and business functions but allowing a limited number of additional businesses to resume operating. On June 2, June 5, and June 16, 2020, the County Health Officer issued orders allowing additional businesses to resume operating. On July 11, 2020, in response to an increase in community transmission and illness caused by the virus that causes COVID-19, the County Health

Officer issued an order amending the June 16, 2020, order, increasing the restrictions on certain business and activities presenting a high risk for disease transmission.

- I. On August 26, 2020, September 4, 2020, and September 14, 2020, the County Health Officer issued orders allowing a limited number of additional businesses to resume operating. The County Health Officer issued orders amending the September 14, 2020, order on October 27, 2020, and November 4, 2020. On December 6, 2020, the County Health Officer and some other Bay Area health officers implemented, in advance of State requirements, the Regional Stay at Home Order issued by the California State Health Officer. The State implemented the Regional Stay at Home Order on December 17, 2020, and lifted the order on January 25, 2021. The County is currently in the purple tier of the State's Blueprint for a Safer Economy.
- J. On March 16, 2020, the Governor issued Executive Order N-28-20, which authorized local jurisdictions to suspend the evictions of residential and commercial tenants for the non-payment of rent if the non-payment was a result of the COVID-19 pandemic.
- K. On June 30, 2020, the Governor issued Executive Order N-71-20, which extended the authority of local jurisdictions to suspend the evictions of residential and commercial tenants for the non-payment of rent if the non-payment was a result of the COVID-19 pandemic through September 30, 2020.
- L. On April 6, 2020, the Judicial Council of California adopted Emergency Rule 1, effectively suspending action on or entry of default in eviction cases, and suspending judicial foreclosures, except where necessary to protect public health and safety.
- M. On April 21, 2020, the Board of Supervisors adopted Ordinance No. 2020-14, an urgency ordinance temporarily prohibiting evictions of residential and commercial real property tenants in the County impacted by the COVID-19 pandemic and establishing a moratorium on certain rent increases.
- N. On May 26, 2020, the Board of Supervisors adopted Ordinance No. 2020-16, an urgency ordinance continuing and modifying a temporary prohibition on evictions of tenants in Contra Costa County impacted by the COVID-19 pandemic, and continuing and modifying a residential rent increase moratorium.
- O. On July 14, 2020, the Board of Supervisors adopted Ordinance No. 2020-20, an urgency ordinance continuing a temporary prohibition on evictions of residential and certain commercial real property tenants in Contra Costa County impacted by the COVID-19 pandemic, and continuing a moratorium on certain residential rent increases.
- P. The Judicial Council voted on August 14, 2020, to terminate the eviction protections in its Emergency Rule 1. This rule terminated September 1, 2020.
- Q. On August 31, 2020, the Governor signed Assembly Bill 3088, the COVID-19 Tenant Relief Act of 2020 (the Act). The Act extends eviction protections for residential tenants, including mobilehome tenants, who are experiencing a financial hardship related to COVID-19.

- R. The Act prohibits residential tenants from being evicted for failure to pay rent because of a COVID-19-related hardship occurring between March 1 and August 31, 2020, as long as the tenant provides the landlord with a written declaration of hardship. Residential tenants who experience a new COVID-19-related hardship between September 1, 2020, and January 31, 2021, are also protected from eviction through this date as long as they pay 25 percent of the rent due by January 31, 2021.
- S. Senate Bill 91 extends the protections of the Act through June 30, 2021.
- T. On September 23, 2020, the Governor issued Executive Order N-80-20, which extends, through March 31, 2021, the authority of local jurisdictions to suspend the evictions of commercial tenants for the non-payment of rent if the non-payment was a result of the COVID-19 pandemic.
- U. The COVID-19 pandemic and associated state and local public health orders are resulting in a loss of income to a widespread portion of the local population that depend on wages or business income, hindering their ability to pay rent and leaving them vulnerable to eviction, and in higher medical expenses for certain Contra Costa County residents.
- V. Contra Costa County and the cities within the County are also experiencing a housing affordability crisis, which is driving homelessness and displacement of residents.
- W. Many of the County’s renters are rent-burdened, paying over 30 percent of their income on rent, and some renters are severely rent-burdened, paying over 50 percent of their income on rent, which leaves less money for families to spend on other necessities like food, healthcare, transportation, and education.
- X. Housing displacement due to rent increases and evictions occurring during the local emergency would hinder individuals from complying with state and local public health orders and would lead to increased spread of COVID-19, overburdening the healthcare delivery system and potentially resulting in greater loss of life.
- Y. There is an urgent need for the County to continue a temporary prohibition on certain residential evictions and certain commercial evictions, and continue a temporary moratorium on certain residential rent increases, to protect the health, safety, and welfare of its residents in light of the emergency declared regarding the COVID-19 pandemic.
- Z. The Act authorizes local jurisdictions to amend existing urgency ordinances to continue prohibitions on certain types of residential evictions, including no-fault evictions. Without local protections in addition to statewide eviction protection for residential renters, eviction notices are likely to increase in light of the COVID-19 pandemic.
- AA. On September 22, 2020, the Board adopted Ordinance No. 2020-25, which prohibits a landlord from terminating a residential tenancy for a no-fault reason; prohibits a landlord from terminating a residential tenancy on the basis that a tenant allowed an unauthorized occupant to live in the dwelling unit, if the occupant is the tenant’s immediate family member living in the dwelling unit as a result of the COVID-19 pandemic; and prohibits a landlord from increasing rent on a residential real property.

- BB. On September 29, 2020, the Board adopted Ordinance No. 2020-26, which prohibits a landlord from terminating specified residential tenancies, prohibits a landlord from increasing rent on a residential real property, and authorizes a temporary prohibition on evictions of certain commercial tenants impacted by the COVID-19 pandemic.
- CC. On November 17, 2020, the Board adopted Ordinance No. 2020-29, which continued, through January 31, 2021, the prohibitions on specified residential and commercial evictions that were included in Ordinance Nos. 2020-25 and 2020-26.
- DD. As authorized by the Act, this ordinance extends the residential eviction protections in Ordinance No. 2020-29 through _____. The Board finds, pursuant to Civil Code section 1946.2 and Code of Civil Procedure section 1179.05(b), that: the just cause for termination of a residential tenancy under this urgency ordinance is consistent with Civil Code section 1946.2; this urgency ordinance, by prohibiting a landlord from terminating a residential tenancy on the basis that a tenant allowed an unauthorized occupant to live in the dwelling unit if the occupant is the tenant’s immediate family member living in the dwelling unit as a result of the COVID-19 pandemic, provides additional tenant protections that are not prohibited by any other provision of law; and this urgency ordinance is more protective than the provisions of Civil Code section 1946.2.
- EE. As authorized by Executive Order N-80-20, this ordinance also extends the small-business eviction protections in Ordinance No. 2020-29 through March 31, 2021.
- FF. This ordinance is retroactive to February 1, 2021.

Section 2. Definitions. For purposes of this ordinance, the following words and phrases have the following meanings:

- (a) “Commercial real property” means any developed real property that is used as a place of business for a small business or a non-profit organization.
- (b) “Immediate family” means a person’s spouse, domestic partner, children, grandchildren, parents, or grandparents.
- (c) “No fault cause for eviction” means any eviction for which the notice of termination of tenancy is not based on an alleged fault of the tenant.
- (d) “Non-profit organization” means an organization that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the United States Internal Revenue Code.
- (e) “Rent” means the financial obligation or monetary payment a tenant owes a landlord for the occupancy or use of real property whether by written or oral agreement.
- (f) “Residential real property” includes a mobilehome park and a mobilehome park space or lot.
- (g) “Small business” has the meaning set forth in Government Code section 14837(d)(1)(A).

- (h) “Tenancy” means the lawful occupancy of residential or commercial real property by agreement on a month-to-month basis or for a fixed term in excess of 30 days.

Section 3. Prohibitions on Certain Residential Evictions.

- (a) Through _____, a landlord shall not terminate a residential tenancy for any no fault cause for eviction.
- (b) Through _____, a landlord shall not terminate a residential tenancy on the basis of a tenant allowing an unauthorized occupant to live in the dwelling unit, if the occupant is a member of the tenant’s immediate family living in the dwelling unit as a result of the COVID-19 pandemic.
- (c) Notwithstanding the foregoing, nothing in this section limits a landlord’s ability to terminate a residential tenancy for any of the following reasons:
 - (1) The termination is necessary to protect the landlord’s health or safety or any other tenant’s health or safety.
 - (2) The termination is necessary where the owner or a member of the landlord’s immediate family intends to occupy the residential real property.
 - (3) The termination is to remove the residential real property from the rental market, but only when authorized by Government Code section 7060 et seq.
- (d) To the extent state law is more protective of a residential tenancy than this section, those state law provisions shall apply to the residential tenancy. Nothing in this section shall be construed to supersede any applicable requirements in Civil Code section 1946.2 pertaining to relocation assistance or rent waiver.

Section 4. Prohibitions on Certain Commercial Evictions.

- (a) Through March 31, 2021, a landlord of commercial real property shall not terminate a tenancy for failure to pay rent if the tenant demonstrates that the failure to pay rent is directly related to a loss of income or out-of-pocket medical expenses associated with the COVID-19 pandemic or any local, state, or federal government response to the pandemic. For the protections of this subsection (a) to apply, a tenant must demonstrate through documentation or other objectively verifiable means:
 - (1) Loss of income from: (i) job loss; (ii) layoffs; (iii) a reduction in the number of compensable hours of work; (iv) a store, restaurant, office, or business closure; (v) a decrease in business income caused by a reduction in opening hours or consumer demand; (vi) the need to miss work to care for a homebound school-age child or a family member infected with coronavirus; or (vii) other similarly-caused loss of income, where the conditions listed in (i) through (vii) resulted from the COVID-19 pandemic or related guidance or public health orders from local, State, or federal authorities; or

- (2) Out-of-pocket medical expenses for themselves or their immediate family related to the COVID-19 pandemic.

“Adequate documentation” of lost income or out-of-pocket medical expenses from the COVID-19 pandemic includes but is not limited to a declaration signed by the tenant under penalty of perjury, letters from employers citing the COVID-19 pandemic or related government action as the basis for termination of employment or reduced work, employer paycheck stubs, bank statements, or letters or notifications from schools in which the tenant has a dependent enrolled regarding COVID-19-related closures that affected the tenant’s income.

The tenant must notify the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 14 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19.

- (b) Notwithstanding the foregoing, nothing in this section limits a landlord’s ability to terminate a tenancy if the termination is necessary to protect the landlord’s health or safety or any other tenant’s health or safety.
- (c) A landlord’s failure to comply with this ordinance shall render any notice of termination of tenancy, where the termination would be in violation of this ordinance, void. Any notice of termination served on a tenant during the COVID-19 pandemic must contain the reason for the termination of the tenancy. Any notice of termination served on a tenant during the COVID-19 pandemic must also include a notice of the tenant’s rights under this ordinance. A tenant eligible for protection under this ordinance must provide written notice of that eligibility to the landlord within 14 days after receiving a notice of termination of tenancy from the landlord.
- (d) Through March 31, 2021, a landlord may not charge or collect a late fee for unpaid rent due from a commercial real property tenant who demonstrated loss of income or out-of-pocket medical expenses as required under this ordinance.
- (e) Except as otherwise provided in this subsection, a commercial real property tenant who demonstrated loss of income or out-of-pocket medical expenses as required under this ordinance or any prior urgency ordinances governing commercial evictions shall pay all past due rent no later than May 31, 2021, unless the landlord agrees to a longer repayment period. If a tenant at a place of business did not pay rent in April 2020 or May 2020 pursuant to Ordinance No. 2020-14, and the place of business is not a small business or non-profit organization, then the tenant shall pay all past due rent for those months no later than September 30, 2020, unless the owner agrees to a longer repayment period. This ordinance does not relieve a commercial real property tenant of the obligation to pay rent and does not restrict a landlord’s ability to recover rent due, and shall not prevent a commercial real property tenant who is able to pay all or some of the rent due from paying that rent in a timely manner.

Section 5. Moratorium on Residential Rent Increases.

- (a) A landlord may not increase rent on a residential real property through _____.
- (b) A residential real property that is exempt from the rent limits imposed by Civil Code section 1947.12 or Civil Code section 1954.50 et seq. is exempt from this section.
- (c) This section does not apply to a residential real property where one or more scheduled rent increases occur pursuant to a written rental agreement that was entered into before March 16, 2020.
- (d) This section does not apply when a unit becomes vacant and the landlord sets the initial rent for a new tenancy.

Section 6. Remedies.

- (a) The provisions of this ordinance may be asserted as an affirmative defense in an unlawful detainer action.
- (b) If a landlord attempts to recover possession or recovers possession of residential real property or commercial real property in violation of this ordinance, retaliates against a tenant for the exercise of any rights under this ordinance, or attempts to prevent a tenant from acquiring any rights under this ordinance, the tenant may institute a civil proceeding for injunctive relief, money damages of not more than three times actual damages (including damages for mental or emotional distress), and whatever other relief a court deems appropriate. If damages are awarded for mental or emotional distress, the award shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of the provisions of this ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court.

Section 7. Supersedes. This ordinance supersedes Ordinance No. 2020-29 and is retroactive to February 1, 2021. Ordinance No. 2020-14 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between March 16, 2020, and May 25, 2020. Ordinance No. 2020-16 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between May 26, 2020, and July 13, 2020. Ordinance No. 2020-20 applies to eviction notices for residential real property, and unlawful detainer actions based on those notices, served or filed between July 14, 2020, and August 31, 2020. Ordinance No. 2020-20 applies to eviction notices for commercial real property (as defined in Ordinance No. 2020-20), and unlawful detainer actions based on those notices, served or filed between July 14, 2020, and September 30, 2020. Ordinance No. 2020-26 applies to eviction notices for residential real property, and unlawful detainer actions based on those notices, served or filed between September 1, 2020, and November 16, 2020. Ordinance No. 2020-26 applies to eviction notices for commercial real property, and unlawful detainer actions based on those notices, served or filed between October 1, 2020, and November 16, 2020. Ordinance No. 2020-29 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between November 17, 2020, and January 31, 2021.

Section 8. Applicability. Government Code section 8634 authorizes the Board of Supervisors to promulgate countywide orders and regulations necessary to provide for the protection of life and property during a local emergency. Pursuant to Government Code section 8634, the regulations in this ordinance shall apply to cities within Contra Costa County and unincorporated Contra Costa County. To the extent that the governing body of a city enacts an ordinance or adopts a regulation that governs the subject matter of this ordinance, that city ordinance or regulation shall supersede this ordinance within that jurisdiction.

Section 9. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other ordinance provisions or clauses or applications thereof that can be implemented without the invalid provision or clause or application, and to this end the provisions and clauses are declared to be severable. The Board of Supervisors hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional, or otherwise unenforceable.

Section 10. Declaration of Urgency. This ordinance is hereby declared to be an urgency ordinance necessary for the immediate preservation of the public peace, health, and safety of the County. The facts constituting the urgency of this ordinance’s adoption are set forth in Section 1.

Section 11. Effective Date. This ordinance becomes effective immediately upon passage by four-fifths vote of the Board of Supervisors. This ordinance shall expire and be repealed as of _____, unless shortened or extended by the Board of Supervisors based on the existence of a local emergency.

Section 12. Publication. Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the East Bay Times, a newspaper published in this County.

PASSED ON February 2, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: MONICA NINO,
Clerk of the Board of Supervisors
and County Administrator

Board Chair

By: _____
Deputy

[SEAL]

SB 91 Fact Sheet

Extends Nation's Strongest COVID-19 Tenant Eviction Protections Until June 30, 2021

- Extends tenant, landlord, and homeowner protections under AB 3088 (Chiu, Caballero, et.al) until June 30, 2021, including the current requirement that tenants pay 25% per month by the end of the moratorium – June 30, 2021.
- Extends the dates around statewide uniformity/preemption rules until June 30, 2021.

\$2.6 billion for Californians to Pay Off Unpaid Rental Debt

- Allocates federal stimulus relief to landlords and tenants through a statewide model.
- Pays up to a year of unpaid arrears (April 2020 through March 2021) and allows up to three months of future rent payments (April 2021 through June 2021), depending on availability of funds.
- Prioritizes households with highest need, targeting households with less than 80% area median income (AMI) with special focus on households below 50% AMI and households experiencing unemployment for at least 90 days.

Strong Incentives for Landlords and Tenants to Mutually Participate in Obtaining Assistance

- Offers participating landlords 80% of a tenant's rental arrears as long as the landlord forgives the remaining 20%.
- Offers tenants a 25% payment for landlords who decline to participate in order to secure monthly rental payment eviction protection.
- Preserves 25% prospective rental payments after accounting for unpaid arrears.
- Allows courts to reduce a COVID-19 rental debt damages if a landlord refused to participate in the rental assistance program with an qualified tenant.

Significant Financial COVID-19 Protections for Tenants

- Prohibits a landlord from applying a tenant's security deposit to satisfy COVID-19 rental debt.
- Prohibits a landlord from charging late fees on the repayment of COVID-19 rental debt.
- Imposes a moratorium on a landlord's ability to sell or assign COVID-19 rental debt until June 30, 2021.
- Prohibits a landlord from selling or assigning COVID-19 rental debt of a tenant who qualified for the rental assistance program and is below 80% AMI.

Robust Legal COVID-19 Protections for Tenants

- Imposes a moratorium on legal actions seeking to recover COVID-19 rental debt until July 1, 2021.
- Requires a landlord seeking to recover COVID-19 rental debt to provide documentation that the landlord has made a good faith effort to cooperate with a tenant who qualifies for the rental assistance program.
- Allows a court to limit attorney's fees in COVID-19 rental debt cases.
- Prohibits a housing provider from using COVID-19 rental debt as a negative factor in evaluating a tenant's rent a unit.

How much federal funding will California receive?

- The federal stimulus bill provided \$25 billion nationally and California has been allocated \$2.61 billion.
 - \$1.1 billion direct federal allocation to large cities and counties over 200,000 in population.
 - \$1.5 billion administered by the state.
- The state share of federal funding (\$1.5 billion) will be allocated based on population.
- Provides a \$150 million set aside for smaller counties with less than 200,000 in population).
- Remaining funds distributed to large cities and counties with over 200,000 in population.

Who is eligible to receive this assistance?

- Pursuant to federal law, income must be below 80% AMI based on total household income for calendar year 2020 or a household's monthly income at the time of application.
- Prioritization given to households 1) below 50% AMI or 2) where they have been unemployed for the 90-day period prior to application.
- The statewide model will utilize rounds to prioritize those who need the assistance most:
 - Round 1: Below 50% AMI or unemployed for 90 days.
 - Round 2: Income below 80% AMI and in a community disproportionately impacted by COVID-19.
 - Round 3: Everyone below 80% AMI not addressed in round 1 or 2 above.

What can the assistance be used for?

- Prioritization will be given to rental arrearages. Prospective rent and utility arrearages can be addressed thereafter.
 - Utilities include electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil.

How will funds be distributed?

- The state will administer funds reserved for smaller counties and larger cities and counties that that participate in the statewide program.
- A contracted entity will utilize a technology platform to quickly facilitate funds with landlord and tenant coordination and fraud controls.
- Utilizing local community partners, the contracted entity must have multilingual capabilities and the capacity allow landlords and tenants to track their applications.
- The platform is similar to the model used by the Governor's Office of Economic Development's Small Business Grant Program.
- State applications must be available no later than March 15, 2021.
- Local governments with a population over 200,000 that received a direct share of federal dollars and apply for a state block grant can administer their own local program.

How will tenants be notified about this program?

- In addition to educational outreach through local community partners, the bill requires landlords to provide tenants who owe back-rent a notice about the rental assistance program.

How does the application and funding work?

- Federal law authorizes landlords to apply in coordination with a tenant.
- The contracted entity that operates the statewide program will maintain communication between the landlord and the tenant.
- As required by federal law, funds are provided directly to the landlord to be applied to a tenant's unpaid rent. Upon payment, the program will provide payment documentation to the tenant.

Where can we direct tenants, landlords, or other constituents once this program is up and running?

- Please visit <http://housingiskey.com> or call the California Housing is Key COVID-19 Assistance Line at 1-833-422-4255 for more information.

Are undocumented individuals eligible for assistance?

- Yes. Based on conversations we have had with the National Low-Income Housing Project, the rental assistance is available to individuals regardless of citizenship or immigration status. We are waiting for the new federal Administration to issue additional guidance on eligibility.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: MOU with City of San Ramon to participate in the San Ramon Valley Street Smarts Program, San Ramon area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Memorandum of Understanding (MOU) with the City of San Ramon (City) to participate in the San Ramon Valley Street Smarts Program (Street Smarts Program), and to pay the City \$10,000 for the County's share of program costs, during the period July 1, 2020 to June 30, 2021, as recommended by the Public Works Director, San Ramon area. (District II)

FISCAL IMPACT:

The County will incur labor costs for staff to attend program meetings. (90% Livable Communities Trust Funds and 10% Local Road Funds)

BACKGROUND:

The Street Smarts Program is a collaborative effort among the County Public Works Department, the City of San Ramon, the Town of Danville, the San Ramon Valley Unified School District, and the San Ramon Valley Fire Protection District to support traffic, bicyclist and pedestrian safety for school children. It supports goal five of the Smart Growth Action Plan to help fund transit and other transportation improvements that foster smart growth principles. The County has participated in this program since 2004 by funding a share of the costs to implement the program.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Monish Sen,
925.313.2187

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

During Fiscal Year 2020/21, the City is administering the program and is requesting that the County fund a total of \$10,000 for administrative support services.

The Public Works Director, or designee, will execute on behalf of the County, a MOU with the City to participate in the Street Smarts Program for the period of July 1, 2020 through June 30, 2021. The MOU is attached in its substantially final form and will be executed in a form approved by County Counsel.

The Street Smarts Program campaign is implemented through the collaborative effort of the Street Smarts Advisory Committee (Advisory Committee), which meets periodically to implement program components. The Advisory Committee has adopted several large-scale programs to be implemented. They include the following:

1. Street Smarts Media Annual Press Release: An annual press release will be sent out at the beginning of the program year outlining the upcoming Street Smarts Program. The release will encourage members of the media and the public to learn about Street Smarts' traffic safety education activities for the upcoming school year.
2. Traffic Safety Assemblies: Street Smarts devised an elementary and middle school assembly designed to teach students the basics of pedestrian and bicycle safety. For the 2020/21 school year, a monthly contest is offered for students to have the opportunity to learn about Traffic Safety through short, interactive, and entertaining online bike and pedestrian themes.
3. Bike Rodeos/Festival: As a component of Street Smarts' Safe Routes to School Efforts, bike rodeos are an after-school activity that allows elementary school students to practice their cycling and traffic safety skills in a controlled, supervised environment. Bike Rodeo instructional packets have been designed and are available to PTA Presidents.
4. Community Outreach Efforts: Street Smarts staff attends over two dozen community events as part of its outreach efforts. At the events, Street Smarts representatives staff an informational booth with traffic safety educational program materials and activities for children and teen drivers. The Street Smarts Program advances traffic, bicyclist, and pedestrian safety within the San Ramon Valley. For these reasons, Supervisor Andersen recommends that the Board of Supervisors approve continuing participation in the program during Fiscal Year 2020/21, and allocating an award of \$10,000 for program support and administrative services.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will no longer be a participant in the Street Smarts Program.

CHILDREN'S IMPACT STATEMENT:

The Street Smarts Program supports Outcome 5: Communities are Safe and Provide a High Quality of Life for Children and Families.

ATTACHMENTS

MOU



CITY OF SAN RAMON

2401 CROW CANYON ROAD
SAN RAMON, CALIFORNIA 94583
WEB SITE: WWW.SANRAMON.CA.GOV

December 1, 2020

Brian Balbas
Public Works Director
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553

RE: Memorandum of Understanding – 2020/2021 Street Smarts Program
Program Development

Dear Mr. Balbas:

The City of San Ramon (“City”) is pleased to continue to partner with Contra Costa County (“County”) in the implementation of programs, such as the Street Smarts Program, that are of importance to the San Ramon Valley and on issues, which do not recognize political boundaries.

This Memorandum of Understanding (MOU) outlines the apportionment of duties and responsibilities between the City and County regarding the provisions of the Street Smarts Program development, materials, and administrative staffing services for the 2020/2021 Program Year.

1. Program Background

The Street Smarts Program is a traffic safety public education campaign that is implemented valley-wide through the collaborative efforts of the City of San Ramon, Town of Danville, Contra Costa County, San Ramon Valley Unified School District, and the San Ramon Valley Fire Protection District.

The Program is funded and directed by the five primary public agencies listed above with additional funds provided by private sponsors, including the San Ramon Valley Council of PTAs. The federal Safe Routes to School Program will fund significant components of the Street Smarts efforts during the 2020/2021 Program Year. On an annual basis, each of the five public agencies appropriate funds for Program development, materials, and administrative costs.

This MOU outlines the provisions of Program development, materials, and Program administrative services to the County, by the City, for the 2020/2021 Program Year.

2. Responsibilities of the City and the County

A. The City shall:

- a. Program staffing services within unincorporated Contra Costa County (in the geographic area known as the San Ramon Valley and as defined by the San Ramon Valley Unified School District).
- b. Continue to participate in the Street Smarts Advisory Committee and contribute staff time towards the ongoing implementation of the Program.

B. The County shall:

- a. Contribute Ten Thousand Dollars (\$10,000.00) in funds to the City of San Ramon for its share of the Program’s general support costs for the 2020/2021 Program Year.
- b. Continue to participate in the Street Smarts Program Advisory Committee and contribute staff time towards the ongoing implementation of the Program during the 2020/2021 Program Year.

3. Unsanctioned Programs

A public agency partner may choose to conduct programs or activities within their jurisdiction using the Street Smarts brand. These are known as Unsanctioned Programs and are individual agencies’ efforts to promote Traffic Safety Education or enhance the Street Smarts brand beyond those identified in the 2020/2021 Work Plan.

Examples of Unsanctioned Programs include the Town of Danville’s efforts to include the Street Smarts logo on Traffic Safety Education pamphlets at schools or the City of San Ramon’s Safe Routes to School My Beat / My School Officer Program.

All financial and human resources used to implement Unsanctioned Programs must be borne by the sponsoring agency. The Valley-wide Street Smarts Program budget and other resources shall not be used.

4. Modifications

The Program Work Plan may be augmented at any time during the Program year, subject to the review and agreement of both parties. All Work Plan modifications shall be documented in writing and shall be executed with an amended MOU.

5. Termination

This MOU is in effect beginning July 1, 2020 and ending June 30, 2021.

6. Renewal

This MOU may be renewed beyond this Program Year, subject to the review and agreement of both parties. All MOU renewals shall be documented in writing and shall be executed with an amended MOU.

If you agree to the terms and conditions above, please execute this MOU on both originals to indicate your acceptance and return one original for our files.

We look forward to continuing our collaboration on programs of regional significance. Please do not hesitate to contact Lisa Bobadilla, Division Manager, at (925) 973-2651 if you have any questions.

_____ X
Maria Fierner
Public Works Director
City of San Ramon

_____ X
Brian Balbas
Public Works Director
Contra Costa County

Date: 12/1/20

Date: _____



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: APPROVE Assignment of Utility Easements to the Bay Area Infrastructure Financing Authority in connection with the I-680 North Express Lanes Project.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Assignment of two Utility Easements on behalf of Contra Costa County (County) to the Bay Area Infrastructure Financing Authority (BAIFA) over right of way described within the boundaries of Parcel 63538-1 and 63539-1, in connection with the I-680 North Express Lanes Project, and FIND that the utility easements are not required for County use, pursuant to Government Code Section 25365. (Project No. 4660-6X4172 – [CP#16-47 – SCH#2013102020]).

AUTHORIZE the Chair, Board of Supervisors, to execute on behalf of the County, said Assignment of Easements.

DIRECT the Real Estate Division of the Public Works Department to deliver a certified copy of this Board Order with the Assignment of Easements to BAIFA for acceptance and recording in the office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Contra Costa Transportation Authority Funds.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Jewel Lopez, 925.
957-2485

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND:

The County acquired property rights in connection with the I-680 North Express Lanes Project on behalf of the Contra Costa Transportation Authority (CCTA). CCTA does not have the ability to hold title. In order for the easements described within the boundaries of 63538-1 and 63539-1 to be properly maintained, it is necessary for the County to assign said easement rights to BAIFA.

The Notice of Intent to assign the utility easements to BAIFA was published in the Contra Costa Times at least one week prior to this Board meeting, as required by Government Code Sections 6061 and 25365.

CONSEQUENCE OF NEGATIVE ACTION:

BAIFA will not have the necessary rights to properly maintain and repair the above described easements, that are part of the high occupancy vehicle express lanes off of I-680, and the County will continue to hold and be responsible for these rights unnecessarily.

ATTACHMENTS

Assignment of Utility Easements

Recorded at the request of:
Bay Area Infrastructure
Financing Authority (BAIFA)

Return to:
Bay Area Infrastructure
Financing Authority
375 Beale Street, Suite 800
San Francisco, CA 94105
Attn: Angela Louie, Quad 7D

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922

Ptn. Of Assessor's Parcel Nos. 126-323-018-5, 126-323-005-2, & 380-010-003

ASSIGNMENT OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California ("Assignor"),

Hereby assigns, transfers and conveys to **BAY AREA INFRASTRUCTURE FINANCING AUTHORITY** a California Joint Powers Agency established pursuant to a joint exercise of powers agreement between Metropolitan Transportation Commission (MTC) and the Bay Area Toll Authority (BATA), all of "Assignor's" rights, title, interests and obligations under that certain easement recorded August 30, 2017, at the Contra Costa County Clerk-Recorder's Office (Series #2017-0158305) from Central Contra Costa Sanitary District to Contra Costa County and the easement recorded June 22, 2017, at the Contra Costa County Clerk-Recorder's Office (Series #2017-01122800-00) from John Charles Traverso and Alyce Chilton Traverso, Trustees of The Traverso 2005 Revocable Family Trust under Declaration of Trust dated September 15, 2005, to Contra Costa County, for utility purposes, and incidents thereto, together with the responsibility to maintain said easements, in the City of Martinez, County of Contra Costa, State of California, described as follows:

FOR DESCRIPTIONS AND PLATS SEE EXHIBITS "A" AND "B" ATTACHED TO ATTACHMENT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY

Dated _____

By _____

Diane Burgis
Chair, Board of Supervisors

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

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On _____ before me, _____, Clerk of the Board of Supervisors, Contra Costa County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Deputy Clerk

ATTACHMENT "A"

Recorded at the request of:
Contra Costa County

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

CONTRA COSTA Co Recorder Office
JOSEPH CANGIAMILLA, Clerk-Recorder
DOC - 2017-0158305-00
Wednesday, AUG 30, 2017 13:54:44
FRE \$0.00
TTL Pd \$0.00 Nbr-0003010690



MSN / RD / 1-10

10

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel No.
126-323-018-5 & 126-323-005-2

GRANT OF EASEMENT

THIS INDENTURE, made by and between **CENTRAL CONTRA COSTA SANITARY DISTRICT**, a public corporation, hereinafter called the GRANTOR, and **CONTRA COSTA COUNTY**, a political subdivision of the State of California, hereinafter called the GRANTEE,

WITNESSETH:

That the GRANTOR, for value received, hereby grants to the GRANTEE, and its successors and assigns, a public utility easement for the right to construct, maintain and repair public utilities and right of way for ingress and egress purposes (not to be exclusive) over and across that certain real property in the County of Contra Costa, State of California, described as follows:

FOR DESCRIPTION AND PLAT MAP SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

The public utility easement herein granted shall include the right by said GRANTEE, its officers, commissioners, agents and employees, and by persons under contract with it and their employees whenever necessary for the construction, reconstruction, installation, inspection, operation, maintenance, modification, repair, expansion or replacement of public utilities and appurtenances together with the right of ingress and egress over and across the remaining portion of the GRANTOR's property, insofar as such right of ingress and egress is necessary to the proper use of the rights granted herein subject to the obligation of the GRANTEE to repair and restore the property to its pre-existing condition following such entry.

The GRANTOR further agrees not to erect or construct any building or structure within the easement area and not block or restrict access to the easement area.

The GRANTOR reserves the right to landscape or make such other use of the lands included within the easement which is consistent with GRANTEE's use but further grants to GRANTEE the right, from time to time, to trim or to cut down any and all trees and brush within the easement area that may interfere with or be a hazard to the facilities installed hereunder, or as GRANTEE deems necessary to comply with applicable local, state or federal regulations.

This instrument shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR has executed this indenture this 3rd day of August, 2017.

Grantor: Central Contra Costa Sanitary District,
a public corporation

By: Paul H. Causey
Paul H. Causey

Title: President of the Board

By: Elaine R. Boehme
Elaine R. Boehme

Title: Secretary of the District

Date: 8-3-17

ABOVE SIGNATURES MUST BE NOTARIZED

EXHIBIT "A"
LEGAL DESCRIPTION

(A.P.N. 126-323-005-2 & A.P.N. 126-323-018-5)
PUBLIC UTILITY EASEMENT

IN THE CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED MAY 26, 1959 IN BOOK 3380 OF OFFICIAL RECORDS AT PAGE 568, AND THE GRANT DEED RECORDED MAY 21, 1962 IN BOOK 4123 OF OFFICIAL RECORDS AT PAGE 223, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM JOHNNE BURNETT AND OTHERS TO CENTRAL CONTRA COSTA SANITARY DISTRICT RECORDED MAY 21, 1962 IN BOOK 4123, OF OFFICIAL RECORDS AT PAGE 223 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHWESTERLY LINE OF ORION AVENUE AS SHOWN ON THAT MAP ENTITLED "SUBDIVISION 3258 MERIDIAN PARK" RECORDED APRIL 28, 1965 IN BOOK 104 OF MAPS, PAGE 1, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID **POINT OF COMMENCEMENT** BEING NORTH 47° 09'25" WEST 367.29 FEET FROM THE STANDARD STREET MONUMENT MARKING THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE ENTITLED "N 57°16'57" E 795.25" AS SAID COURSE IS SHOWN AND DESIGNATED ON SAID MAP AND RUNNING THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL SOUTH 82°12'49" WEST 21.41 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL AND **THE TRUE POINT OF BEGINNING.**

THENCE LEAVING SAID SOUTHERLY LINE AND ALONG SAID SOUTHWESTERLY LINE NORTH 28°39'46" WEST 4.85 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 61°20'14" EAST 5.20 FEET; THENCE SOUTH 27° 29'35" EAST 6.78 FEET TO SAID SOUTHERLY LINE OF PARCEL, SAID LINE ALSO BEING THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM BUGENIO GIANELLI AND ANTONIO GIANELLI TO CENTRAL CONTRA COSTA SANITARY DISTRICT RECORDED MAY 26, 1959 IN BOOK 3380 OF OFFICIAL RECORDS, PAGE 568, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE CONTINUING SOUTH 27° 29'35" EAST 3.22 FEET; THENCE SOUTH 61°20'16" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF LAST SAID PARCEL; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 28°39'46" WEST 5.15 FEET TO **THE TRUE POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL CONTAINS 51.02 SQUARE FEET MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT "B"

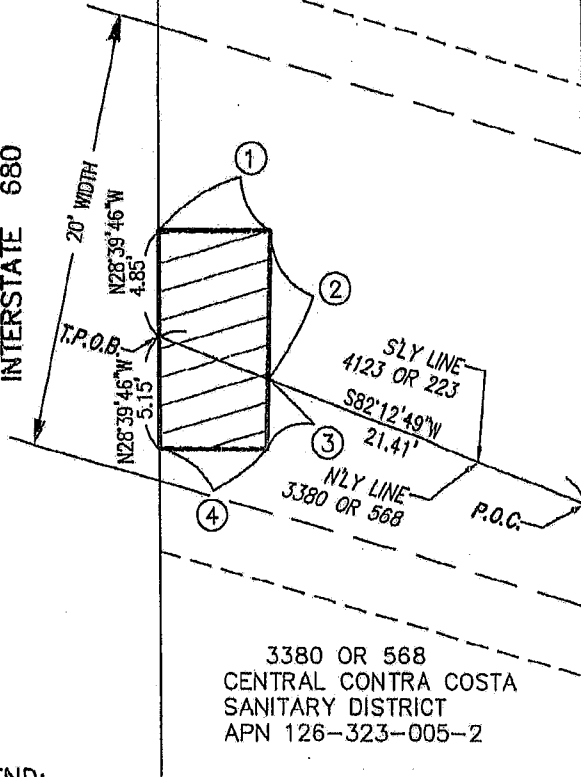
RANCHO MONTE DEL DIABLO

4123 OR 223
CENTRAL CONTRA COSTA
SANITARY DISTRICT
APN 126-323-018-5

REFERENCE NOTES

- ① N61°20'14"E 5.20'
- ② S27°29'35"E 6.78'
- ③ S27°29'35"E 3.22'
- ④ S61°20'16"W 5.00'

INTERSTATE 680



APPROXIMATE LOCATION OF 30' WIDE EASEMENT FOR POLE LINE PURPOSES IN FAVOR OF PG&E PER 953 OR 446

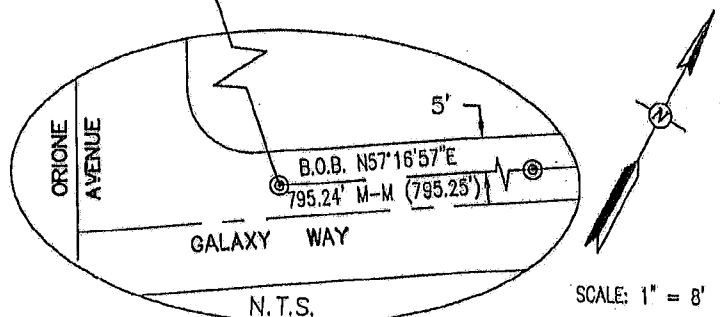
3380 OR 568
CENTRAL CONTRA COSTA
SANITARY DISTRICT
APN 126-323-005-2

ORION AVENUE

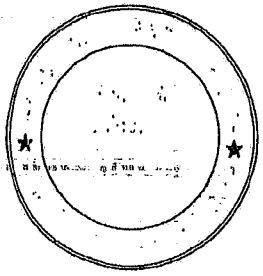
SUBDIVISION 3258
MERIDIAN PARK
104 MAPS 1

LEGEND:

- AREA BEING DESCRIBED
- PARCEL LINE
- PG&E EASEMENT LINE PER 953 OR 446
- PG&E EASEMENT LINE PER DOC. NO. 2013-0273494
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- FOUND STANDARD STREET MONUMENT
- RECORD INFORMATION (VOL. 104 OR 1)
- M-M MONUMENT TO MONUMENT MEASURE
- B.O.B. BASIS OF BEARING



SCALE: 1" = 8'



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION

Ralph W. Guida, IV

RALPH W. GUIDA, IV
P.L.S. 7076

3/09/17

DATE:

REV. 3/09/17	SHEET 1 OF 1
GUIDA SURVEYING INC.	
8241 IRVINE BOULEVARD, SUITE 100 IRVINE, CALIFORNIA 92618 (949) 777-2000 FAX (949) 777-2050 EMAIL: GSIICORP@GUIDASURVEYING.COM	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

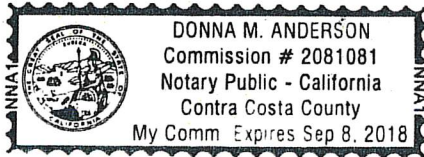
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On August 3, 2017, before me, Donna M. Anderson, Notary Public, personally appeared Paul H. Causey

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Donna M. Anderson

PLACE NOTARY SEAL ABOVE

OPTIONAL

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

Description of Attached Document

Title or Type of Document:	Grant of Easement
Document Date:	August 3, 2017
Number of Pages:	5, excluding notarial acknowledgments
Signer(s) Other than Named Above:	Elaine R. Boehme, CMC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

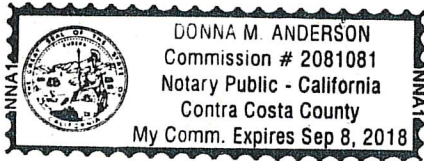
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On August 3, 2017, before me, Donna M. Anderson, Notary Public, personally appeared Elaine R. Boehme

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Donna M. Anderson

PLACE NOTARY SEAL ABOVE

OPTIONAL

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

Description of Attached Document

Title or Type of Document:	Grant of Easement
Document Date:	August 3, 2017
Number of Pages:	5, excluding notarial acknowledgments
Signer(s) Other than Named Above:	Paul H. Causey, P.E.



RESOLUTION NO. 2017-026

A RESOLUTION OF THE CENTRAL CONTRA COSTA SANITARY DISTRICT
APPROVING A GRANT OF EASEMENT TO CONTRA COSTA COUNTY
DISTRICT PROPERTY APN: 126-323-018-5 AND 126-323-005-2
(A-LINE RIGHT OF WAY, JOB 1541)

BE IT RESOLVED by the Board of Directors of the Central Contra Costa Sanitary District (Central San) as follows:

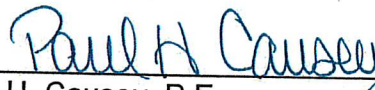
THAT the District hereby approves a Grant of Easement to Contra Costa County, dated August 3, 2017, for public utilities easements lying within Central San property identified as Assessor's Parcel Numbers 126-323-018-5 and 126-323-005-2.

THAT the President of the Board of Directors and the Secretary of the District are hereby authorized to execute a Right of Way Contract and a Grant of Easement on behalf of Central San; and

THAT staff is authorized to record the Grant of Easement in the office of the Recorder of Contra Costa County.

PASSED AND ADOPTED this 3rd day of August 2017, by the Board of Directors of Central San by the following vote:

AYES:	Members:	McGill, Nejedly, Pilecki, Williams, Causey
NOES:	Members:	None
ABSTAIN:	Members:	None



Paul H. Causey, P.E.
President of the Board of Directors
Central Contra Costa Sanitary District
County of Contra Costa, State of California

COUNTERSIGNED:



Elaine R. Boehme, CMC
Secretary of the District
Central Contra Costa Sanitary District
County of Contra Costa, State of California

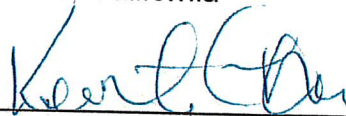
I, Elaine R. Boehme, Secretary of the Central Contra Costa Sanitary District, of the County of Contra Costa, State of California, do hereby certify that the foregoing is a full, true, and correct copy of **Resolution No. 2017-026** passed and adopted by said District Board on August 3, 2017.

Dated: August 4, 2017



Elaine R. Boehme
Secretary of the District

Approved as to form:



Kenton L. Alm, Esq.
Counsel for the District

Project: CCTA I-680 North Express Lanes
Interest: Public Utility Easement
Price/Area: \$1000/Martinez
Project No.: 4660-6X4172

CERTIFICATE NO. 17-50

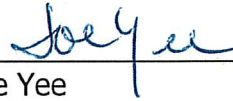
Real Property Acceptance
Ordinance Code Chapter 1108-8
County Ordinance 2014-18

This is to certify that the interest in real property conveyed by a Grant of Easement dated August 3, 2017 from Central Contra Costa Sanitary District, a public corporation, to Contra Costa County, a political subdivision of the State of California, is hereby accepted by the undersigned Public Works Director authorized designee on behalf of the County of Contra Costa, pursuant to authority conferred by Chapter 1108-8 of the Contra Costa County Ordinance Code, and the grantee consents to recordation thereof by its duly authorized officer.

PUBLIC WORKS DIRECTOR

DATED:

8-10-2017



By: Joe Yee

Deputy Public Works Director, Contra Costa County

The Auditor Controller is hereby authorized to issue a check in the amount of One Thousand Dollars (\$1000) payable to the Central Contra Costa Sanitary District, 5019 Imhoff Place, Martinez, CA 94520 for the property interest listed above and any other considerations set forth in the Right of Way Contract dated August 10, 2017 between the Central Contra Costa Sanitary District and Contra Costa County.

Payment Authorization



Fiscal Officer, or authorized designee

Expenditure Coding 4660-3540-ACQ-6X4172

Govt. Code § 25350.60

G:\realprop\CCTA I-680 North Express Lanes\CCCS\CE.03a Property Rights Acceptance - CCCSD 8-10-17.doc

Form Updated: 1-14-15

cc: Auditor-Controller
Finance Division

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

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On 8/10/2017, before me, JULIE CARLSON,

Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared

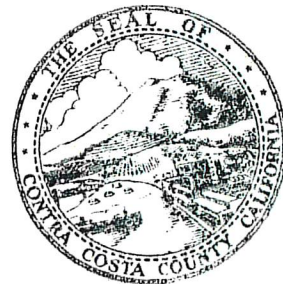
JOE YEE, who

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julie Carlson (Seal)
Deputy Clerk



Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: O. Reynolds-Freeman

CONTRA COSTA Co Recorder Office
JOSEPH CANGIAMILLA, Clerk - Recorder
DOC --- 2017-0112280-00
Thursday, JUN 22, 2017 16:35:51
FRE \$0.00
Ttl Pd \$0.00 Nbr-0002953441 MSN / RD / 1-8





EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel No.: 380-010-003
R/W Parcel No.: 635381-1

GRANT OF EASEMENT

THIS INDENTURE, made by and between John Charles Traverso and Alyce Chilton Traverso, Trustees of The Traverso 2005 Revocable Family Trust under Declaration of Trust dated September 15, 2005, hereinafter called the GRANTOR, and **CONTRA COSTA COUNTY**, a political subdivision of the State of California, hereinafter called the GRANTEE,

WITNESSETH:

That the GRANTOR, for value received, hereby grants to the GRANTEE, and its successors and assigns, a public utility easement for the right to construct, maintain and repair public utilities and right of way for ingress and egress purposes (not to be exclusive) over and across that certain real property in the County of Contra Costa, State of California, described as follows:

FOR DESCRIPTION AND PLAT MAP SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

The public utility easement herein granted shall include the right by said GRANTEE, its officers, commissioners, agents and employees, and by persons under contract with it and their employees whenever necessary for the construction, reconstruction, installation, inspection, operation, maintenance, modification, repair, expansion or replacement of public utilities and appurtenances together with the right of ingress and egress over and across the remaining portion of the GRANTOR's property, insofar as such right of ingress and egress is necessary to the proper use of the rights granted herein subject to the obligation of the GRANTEE to repair and restore the property to its pre-existing condition following such entry.

The GRANTOR further agrees not to erect or construct any building or structure within the easement area and not block or restrict access to the easement area.

The GRANTOR reserves the right to landscape or make such other use of the lands included within the easement which is consistent with GRANTEE's use but further grants to GRANTEE the right, from time to time, to trim or to cut down any and all trees and brush within the easement area that may interfere with or be a hazard to the facilities installed hereunder, or as GRANTEE deems necessary to comply with applicable local, state or federal regulations.

This instrument shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR has executed this indenture this 14th day of June, 2017.

Grantors:

By: 
John Charles Traverso, TRE

By: 
Alyce Chilton Traverso, TRE

Date: JUNE 14, 2017

ABOVE SIGNATURES MUST BE NOTARIZED

EXHIBIT "A"
LEGAL DESCRIPTION
(A.P.N. 380-010-003)
PUBLIC UTILITY EASEMENT

PARCEL A

BEING THAT PORTION OF LAND IN TOWNSHIP TWO (2) NORTH, RANGE TWO (2) WEST, MOUNT DIABLO MERIDIAN IN THE RANCHO LAS JUNTAS IN THE UNINCORPORATED COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DIRECTOR'S DEED TO ROY AND MURIEL COATS AS RECORDED FEBRUARY 7, 1964, IN BOOK 4549, PAGE 157, OF OFFICIAL RECORDS OF SAID CONTRA COSTA COUNTY, SAID CORNER ALSO BEING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2125.00 FEET, A RADIAL LINE TO SAID CORNER BEARS NORTH 48°03'59" EAST;

THENCE SOUTHEASTERLY 10.85 FEET ALONG SAID CURVE AND THE SOUTHWESTERLY LINE OF SAID DEED TO ROY AND MURIEL COATS THROUGH A CENTRAL ANGLE OF 00°17'33" TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHEASTERLY 16.49 FEET ALONG SAID CURVE AND SAID SOUTHWESTERLY LINE THROUGH A CENTRAL ANGLE OF 00°26'41";

THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 48°30'40" EAST 6.00 FEET;

THENCE NORTH 41°29'20" WEST, 16.50 FEET;

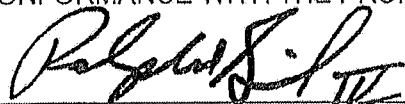
THENCE SOUTH 48°30'40" WEST, 6.06 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 99 SQUARE FEET, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD, IF ANY.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



RALPH W. GUIDA, IV, P.L.S. 7076

4/26/17

DATE



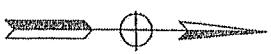
POINT OF COMMENCEMENT
(NWLY CORNER 4549/157)

- (A) — S 48°30'40" W 6.06'
- (B) — N 41°29'20" W 16.50'
- (C) — N 48°30'40" E 6.00'
- (D) — Δ = 00°26'41" R=2125.00' L=16.49' T=8.25'
- (E) — Δ = 00°17'33" R=2125.00' L=10.85' T=5.42'

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

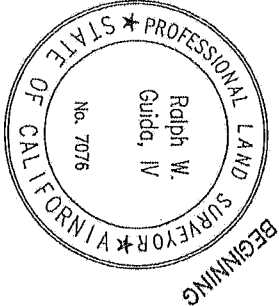
NORTHERLY LINE 4549/157

N 87°26'38" W 116.49'



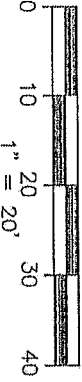
EASEMENT TO CONTRA COSTA COUNTY FOR
WATER DISTRIBUTION & INCIDENTAL PURPOSES
PER DOCUMENT NO. 29973 RECORDED MARCH
23, 1976 IN BOOK 7800, PAGE 895, O.R.

NORTHEASTERLY LINE 4549/157
N 48°36'45" W 712.68'



PREPARED BY ME OR UNDER MY DIRECTION:

Ralph W. Guida, IV
RALPH W. GUIDA, IV
P.L.S. 7076
DATE 04/26/17



INDICATES PUBLIC UTILITY
EASEMENT (P.U.E.)

SHEET 2 OF 2

EXHIBIT "B"
PUBLIC UTILITY
EASEMENT

APN: 380-010-003

TRUE POINT OF BEGINNING
N 48°03'59"E (RAD)
N 48°30'40"E (RAD)
SOUTHWESTERLY LINE 4549/157
L= 04°47'11" R=2125.00' L=177.47' T=88.81'

AREA = 99 S.F.

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

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On 6-14-17, before me, Olivia D Reynolds-Freeman

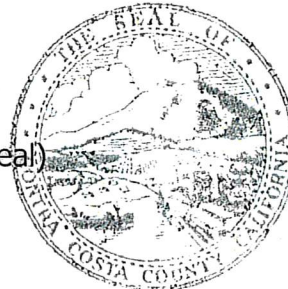
Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared John Charles Inverso,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Olivia D Reynolds-Freeman (Seal)
Deputy Clerk



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

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On 6-14-17, before me, Olivia D. Reynolds-Freeman

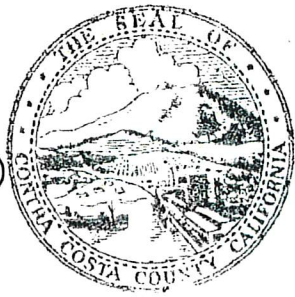
Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared Alyce Chilton Inverso,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Olivia D. Reynolds-Freeman (Seal)
Deputy Clerk



Project: CCTA I-680 North Express Lanes
Interest: Public Utility Easement
Price/Area: \$500/Martinez
Project No.: 4660-6X4172

CERTIFICATE NO. 17-17

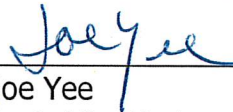
Real Property Acceptance
Ordinance Code Chapter 1108-8
County Ordinance 2014-18

This is to certify that the interest in real property conveyed by Grant of Easement dated June 14, 2017 from John Charles Traverso and Alyce Chilton Traverso, Trustees of The Traverso 2005 Revocable Family Trust under Declaration of Trust dated September 15, 2005 to Contra Costa County, a political subdivision of the State of California, is hereby accepted by the undersigned Public Works Director authorized designee on behalf of the County of Contra Costa, pursuant to authority conferred by Chapter 1108-8 of the Contra Costa County Ordinance Code, and the grantee consents to recordation thereof by its duly authorized officer.

PUBLIC WORKS DIRECTOR

DATED:

6-21-2017



By: Joe Yee
Deputy Public Works Director, Contra Costa County

The Auditor Controller is hereby authorized to issue a check in the amount of Five Hundred Dollars (\$500) payable to John Charles Traverso and Alyce Chilton Traverso TRE, 3554 Freeman Road, Walnut Creek, CA 94595 for the property interest listed above and any other considerations set forth in the Right of Way Contract, dated June 21, 2017 between John Charles Traverso and Alyce Chilton Traverso, Trustees of The Traverso 2005 Revocable Family Trust under Declaration of Trust dated September 15, 2005 and Contra Costa County.

Payment Authorization



Fiscal Officer, or authorized designee

Expenditure Coding 4660-3540-ACQ-6X4172

Govt. Code § 25350.60

G:\realprop\CCTA I-680 North Express Lanes\Traverso\CE.03a Property Rights Acceptance - Traverso.doc

Form Updated: 1-14-15

cc: Auditor-Controller
Finance Division

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

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On June 21, 2017, before me, Jewel Lopez,

Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared

Joe Yee, who

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)
Deputy Clerk





Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Prohibit stopping, standing, or parking at all times on a portion of Boulevard Way (Road No. 3851D), Walnut Creek area.

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2021/5001 to prohibit stopping, standing, or parking at all times on the south side of Boulevard Way (Road No. 3851D), beginning at the west curb line prolongation of Saranap Avenue (Road No. 3744L) and extending easterly a distance of 50 feet, as recommended by the Public Works Director, Walnut Creek area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Over a short timeframe, two residents expressed concern related to visibility issues and driver behavior at the crosswalk at the intersection of Boulevard Way and Saranap Avenue. Traffic Engineering staff responded by researching collision history and conducting a site visit soon afterwards. Although researching collisions did not reveal a pattern of collisions, visual observation and measurement did indicate that a limited implementation of prohibited parking on a section of Boulevard Way would likely improve stopping distance/sight lines for both vehicles traveling eastbound and for pedestrians seeking to enter the crosswalk traveling north. Therefore, Public Works recommends adoption of this parking restriction.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Monish Sen,
925.313.2187

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Parking will remain unrestricted at this location.

ATTACHMENTS

Traffic Resolution 2021/5001

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on February 2, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2021/5001
Supervisory District II

SUBJECT: Prohibit stopping, standing, or parking at all times on a portion of Boulevard Way (Road No. 3851D), Walnut Creek area.

The Contra Costa Board of Supervisors RESOLVES that:

Based on recommendations by the County Public Works Department's Transportation Engineering Division, and pursuant to County Ordinance Code Sections 46-2.002 - 46-2.012, the following traffic regulation is established:

Pursuant to Section 22507 of the California Vehicle Code, stopping, standing, or parking is hereby declared to be prohibited at all times on the south side of Boulevard Way (Road No. 3851D), Walnut Creek area, beginning at the west curb line prolongation of Saranap Avenue (Road No. 3744L) and extending easterly a distance of 50 feet.

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

ATTESTED: _____
Monica Nino, Clerk of the Board of Supervisors and County Administrator

MS:sr

Orig. Dept: Public Works (Traffic)
Contact: Monish Sen, 313-2187

By _____, Deputy

cc: California Highway Patrol
Sheriff Department

TRAFFIC RESOLUTION NO. 2021/5001



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Consulting Services Agreement with MNS Engineers, Inc., Bay Point area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract (Consulting Services Agreement) with MNS Engineers, Inc. (MNS), in an amount not to exceed \$590,000, for construction management services for the Bailey Road/SR4 Interchange Pedestrian & Bicycle Improvement Project (Project), for the period of February 2, 2021 through June 30, 2022, in the Bay Point area. County Project No.: 0662-6R4121, Federal Project No.: ATPL 5928(136) (District V)

FISCAL IMPACT:

This project, including this Consulting Services Agreement, will be funded by 79.2% Active Transportation Program Funds, 20.8% Local Road Funds.

BACKGROUND:

The Project consists of constructing a retaining wall, widening the State Route 4 (SR4) westbound diagonal off-ramp, installation and modification of traffic signals, removal of the SR4 westbound loop off-ramp, storm drain modifications, and installation of sidewalk along Bailey Road.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Kevin Emigh,
925.313.2233

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

MNS was selected to provide construction management services for the Project after completing a request for proposal solicitation and technical proposal process. Construction management services for the Project includes full-time inspection, quality assurance materials testing, quality assurance surveying, extensive coordination with project stakeholders including Caltrans, Contra Costa Water District, and City of Pittsburg, and in-field decision making to ensure the Project is built per plans and specifications and meets County and Caltrans Standards. Construction management services also include recording daily activity and equipment on-site and maintaining required project documentation. Public Works has successfully negotiated with MNS to provide the construction management services.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors' approval, this Consulting Services Agreement will not be in effect. A delay in construction of the Project will occur, ultimately delaying the completion of the Project. Project delay may also result in substantial additional project costs and jeopardize the funding.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Notice of Completion for the San Pablo Dam Road Traffic Safety Improvements Project, Orinda and Richmond areas.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/42 accepting as complete the contracted work performed by FBD Vanguard Construction, Inc., for the San Pablo Dam Road Traffic Safety Improvements Project, as recommended by the Public Works Director, Orinda and Richmond areas. County Project No. 0662-6R4151, Federal Project No. HSIPL-5928 (142) (District I)

FISCAL IMPACT:

The Project was funded by 65% Highway Safety Improvement Program Grant Funds and 35% Local Road Funds.

BACKGROUND:

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of January 7, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

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

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Kevin Emigh,
925.313.2233

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2021/42

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept., Design/Construction Division

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

Adopted this Resolution on 02/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2021/42

The Board of Supervisors RESOLVES that:

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

Nature of Stated Owner: fee and/or easement

Project No.: 0662-6R4151, Federal Project No. HSIPL-5928 (142)

Project Name: San Pablo Dam Road Traffic Safety Improvements Project

Date of Work Completion: January 7, 2021.

Description: Contra Costa County on March 31, 2020, contracted with FBD Vanguard Construction, Inc., for the work generally consisting of installing a centerline rumble strip and channelizers between the city limits of the City of Richmond and the city limits of the City of Orinda, reconstructing median islands, replacing roadside signs to meet new retro-reflectivity standards, installation of speed feedback signs, partial slurry seal, removal and replacement of thermoplastic stripes and pavement markings, and restriping for a bike lane at two intersections of San Pablo Dam Road and Old San Pablo Dam Road, all in accordance with the plans, drawings, special provisions and/or specifications prepared by or for the Public Works Director and in accordance with the accepted bid proposal. The project was located in the Orinda and Richmond area, with Travelers Casualty and Surety Company of America, as surety, for work to be performed on the grounds of the County; and The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of January 7, 2021.

Identification of real property: Orinda and Richmond area: San Pablo Dam Road between the City limits of the City of Orinda and the City of Richmond.

Fees: none

Legal References: none

Comments: none

Contact: Kevin Emigh, 925.313.2233

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: APPROVE the 2021 Countywide Surface Treatment Project and take related actions under CEQA.

RECOMMENDATION(S):

APPROVE the 2021 Countywide Surface Treatment Project (Project) and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Countywide. [County Project No. 0672-6U2151, DCD-CP# 20-32] (District(s)_I-V_).

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

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

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

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sean O'Neil, (925)
313-2176

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Ave' Brown, Sean O'Neil

FISCAL IMPACT:

Estimated Project cost: \$13,000,000. 100% Local Road Funds.

BACKGROUND:

The purpose of the project is to rehabilitate various roads throughout the County with slurry seal, chip seal, microsurface seal, cape seal, thin overlays, thick overlays, edge grinding, base and pavement failure repairs and reconstruction. The areas include Alamo, Clyde, El Sobrante-Rollingwood, North Concord and North Richmond. The project is anticipated to start in the summer of 2021 and will take 2 - 4 weeks at each location depending on the type of treatment. Mill and overlay and chip seal segments will require one-lane traffic closures; slurry seal segments will require half-day street closures; and one reconstruction on a residential street in El Sobrante will require closure for one day. Residents will be notified in advance of construction. No right-of-way issues are anticipated for this project, as all work will occur within the County road right-of-way.

CONSEQUENCE OF NEGATIVE ACTION:

County roads would not receive surface seals, overlays, or any reconstruction in 2021.

ATTACHMENTS

NOE



**CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption**

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

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

County Clerk, County of Contra Costa

Project Title: 2021 Countywide Surface Treatment Project, Project No. 0672-6U2151, CP# 20-32

Project Applicant: Contra Costa County Public Works Department
255 Glacier Drive, Martinez, CA, 94553
(925) 313-2000

Project Location : Countywide

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553

Project Description: The purpose of the project is to rehabilitate various roads throughout the county with slurry seal, chip seal, microsurface seal, cape seal, thin overlays, thick overlays, edge grinding, base and pavement failure repairs, and reconstruction. The areas include Alamo, Clyde, El Sobrante-Rollingwood, North Concord, and North Richmond (maps attached). The project is anticipated to start in the summer of 2021 and will take 2 - 4 weeks at each location depending on the type of treatment. Mill and overlay and chip seal segments will require one-lane traffic closures; slurry seal segments will require half-day street closures; and one reconstruction on a residential street in El Sobrante will require a closure for one day. Residents will be notified in advance of construction. No right-of-way issues are anticipated for this project, as all work will occur within the County road right-of-way.

Name of Person or Agency Carrying out Project: Contra Costa County Public Works Department
(925) 313-2000

Exempt Status:

- Ministerial Project (Sec. 21080[b][1]; 15268) Categorical Exemption (Sec. 15301 (c))
- Declared Emergency (Sec. 21080[b][3]; 15269[a]) General Rule of Applicability (Sec. 15061[b][3])
- Emergency Project (Sec. 21080[b][4]; 15269[b][c]) Other Statutory Exemption (Sec.)

Reasons why project is exempt: This project consists of maintenance and repair of existing highways and streets that does not result in the creation of additional lanes of traffic, pursuant to section 15301(c) of the CEQA guidelines.

If filed by applicant:

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

Signature: Telma B. Norona Date 1/7/2021 Title Principal Planner

Contra Costa County Department of Conservation and Development

Signed by Lead Agency

Signed by Applicant

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

Applicant

Sean O'Neil
255 Glacier Dr.
Martinez, CA, 94553
(925) 313-2176

Department of Fish and Wildlife Fees Due

- De Minimis Finding - \$0
- County Clerk - \$50
- Conservation and Development - \$25

Total Due: \$75 _____ Receipt #: _____

CONTRA COSTA COUNTY CALIFORNIA

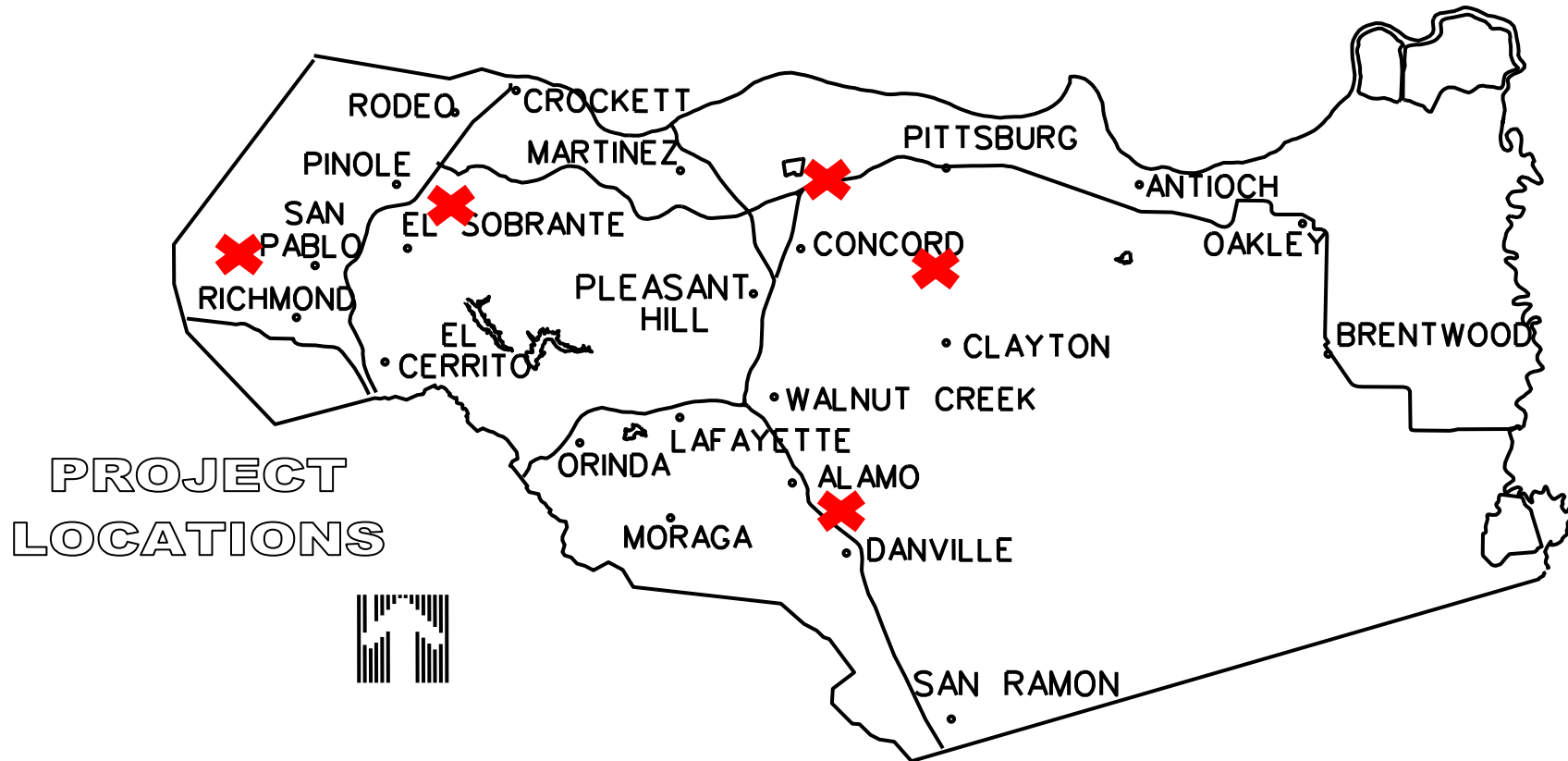


FIGURE 1: Regional Location Map



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: APPROVE the 2021 Countywide Curb Ramp Project and take related actions under CEQA.

RECOMMENDATION(S):

APPROVE the 2021 Countywide Curb Ramp Project (Project) and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Countywide. [County Project No. 0662-6U4000, DCD-CP# 20-35] (District_I-V).

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

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

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

FISCAL IMPACT:

Estimated Project cost: \$500,000. 100% Local Road Funds

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sean O'Neil, (925)
313-2176

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Ave' Brown, Sean O'Neil

BACKGROUND:

Curb ramps will be installed at multiple locations in N. Richmond, El Sobrante, Rollingwood, Alamo, Clyde, and unincorporated North Concord areas. Installation of curb ramps is required for compliance with Title II of the Americans with Disabilities Act (ADA). The project is triggered by the 2021 Countywide Surface Treatment Project in the same area scheduled for construction in the Summer of 2021.

CONSEQUENCE OF NEGATIVE ACTION:

Curb ramps will not be installed, and ADA regulations would not be met.

ATTACHMENTS

NOE



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

To: Office of Planning and Research From: Contra Costa County
P.O. Box 3044, Room 113 Department of Conservation and
Sacramento, CA 95812-3044 Development
30 Muir Road
Martinez, CA 94553

County Clerk, County of Contra Costa

Project Title: 2021 Countywide Curb Ramp Project, Project No. 0662-6U4000, CP# 20-35

Project Applicant: Contra Costa County Public Works Department
255 Glacier Drive, Martinez, CA, 94553
(925) 313-2000

Project Location : Countywide

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553

Project Description: Curb ramps will be installed at multiple locations in N. Richmond, El Sobrante, Rollingwood, Alamo, Clyde, and unincorporated North Concord areas. Additional locations in unincorporated areas may be identified as needing upgrades for ADA compliance. Installation of curb ramps is required for compliance with Title II of the Americans with Disabilities Act (ADA). The project may construct small areas of sidewalk where gaps exist. In some locations construction will require removal of existing curb, gutter, sidewalk, and small areas of asphalt to install the new facilities. Excavation is not expected to exceed one-foot. Existing drainage patterns will be maintained. No trees will be removed however, vegetation removal and minor utility adjustments may be necessary. Temporary sidewalk closures and traffic controls may be necessary, but emergency vehicles will have access at all times.

Name of Person or Agency Carrying out Project: Contra Costa County Public Works Department
(925) 313-2000

Exempt Status:

- Ministerial Project (Sec. 21080[b]1); 15268) Categorical Exemption (Sec. 15301 (c))
- Declared Emergency (Sec. 21080[b]3); 15269[a]) General Rule of Applicability (Sec. 15061[b]3)
- Emergency Project (Sec. 21080[b]4); 15269[b]c]) Other Statutory Exemption (Sec.)

Reasons why project is exempt: This project consists of minor alterations to existing sidewalks, pursuant to section 15301(c) of the CEQA guidelines.

If filed by applicant:

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

Signature: Telma B. Herrera Date 1/7/2021 Title Principal Planner

Contra Costa County Department of Conservation and Development

Signed by Lead Agency Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

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

Signature _____ Title _____

Applicant

Name
Sean O'Neil
255 Glacier Dr.
Martinez, CA, 94553
(925) 313-2176

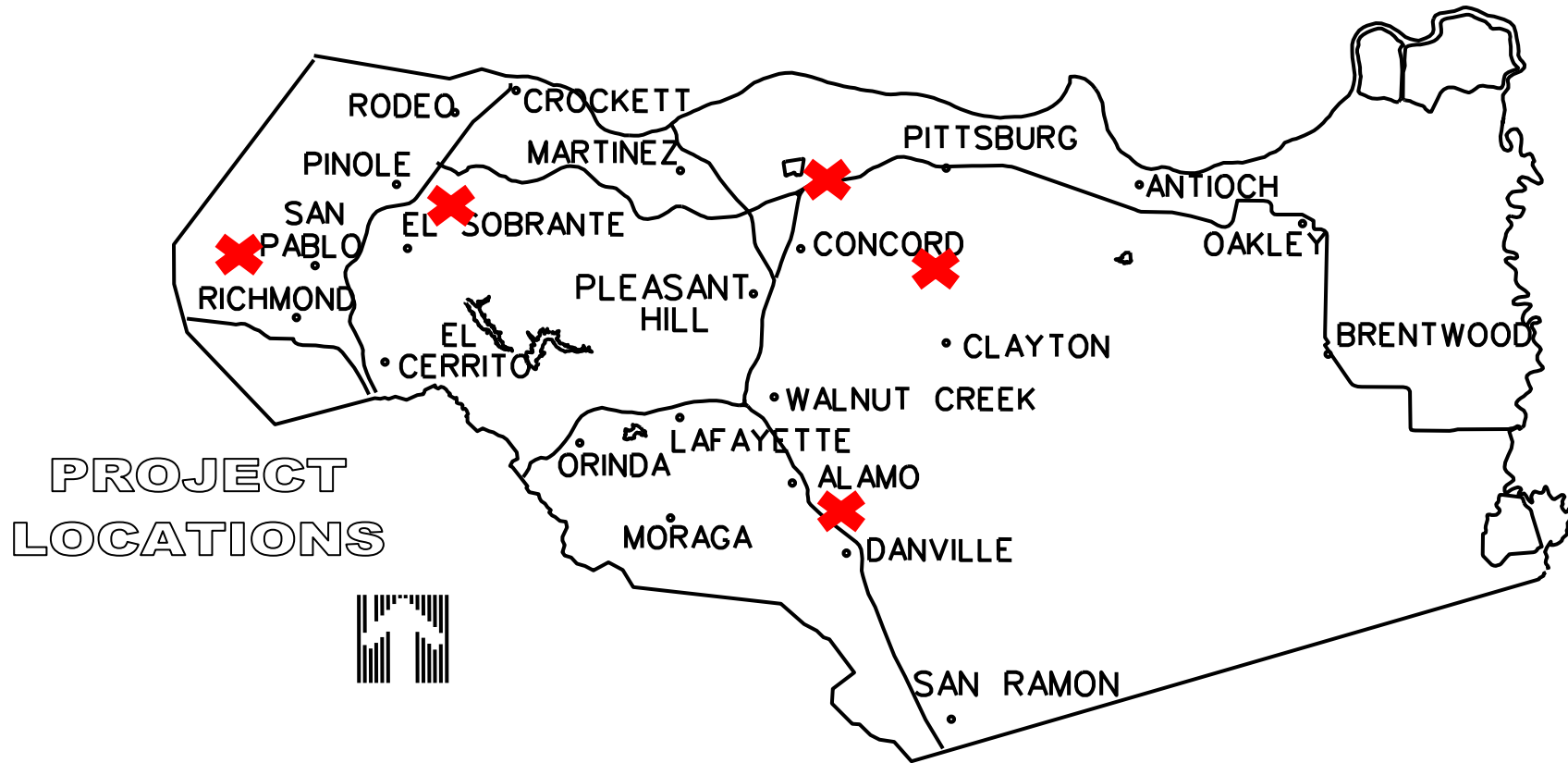
AB

Department of Fish and Wildlife Fees Due

- De Minimis Finding - \$0
- County Clerk - \$50
- Conservation and Development - \$25

Total Due: \$75 Receipt#: _____

CONTRA COSTA COUNTY CALIFORNIA





Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: APPROVE the Bixler Road and Regatta Drive Intersection Improvements Project and take related actions under the California Environmental Quality Act.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/43 to APPROVE and AUTHORIZE the Public Works Director, or designee, to submit a 2021/2022 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$100,000 for the fiscal year 2021/2022 for the Bixler Road and Regatta Drive Intersection Improvements Project.

APPROVE the Bixler Road and Regatta Drive Intersection Improvements Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project. Discovery Bay area. [County Project No. WO1025, DCD-CP#21-01] (District III).

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

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Shrav Sundaram, (925)
313-2366

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Ave' Brown

RECOMMENDATION(S): (CONTD)

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

FISCAL IMPACT:

Estimated Project cost: \$230,000. This project will be funded by approximately 56.5% Local Road Funds and 43.5% Transportation Development Act Funds.

BACKGROUND:

The purpose of this project is to improve pedestrian safety at the intersection of Bixler Road and Regatta Drive. There is currently a crosswalk at this intersection that connects residents from the west side of Bixler Road to access the post office and shopping center on the east side of Bixler Road. Bixler Road is a collector street that feeds directly into Highway 4 and experiences high speeds and a high volume of vehicular traffic during peak hours of travel. The project would provide infrastructure improvements such as Rectangular Rapid Flash Beacons (RRFBs) at each end of the pedestrian crosswalk and in the center median island, advanced road markings, a concrete median pedestrian refuge, and a 6-foot wide, 140-foot long Americans with Disabilities Act (ADA)-compliant concrete pedestrian path along the east side of Bixler Road. North of the intersection, striping and pavement markings will be applied to discourage motorists from traveling outside the designated travel lane.

CONSEQUENCE OF NEGATIVE ACTION:

CEQA clearance is a requirement for Transportation Development Act (TDA) grant eligibility. If TDA funding is not obtained this project will not be constructed.

ATTACHMENTS

Resolution No. 2021/43

CEQA

Attachments A & B for Resolution No. 2021/43

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

Adopted this Resolution on 02/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/43

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to submit a 2021/2022 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission (MTC) in the total amount of \$100,000 for Fiscal Year 2021/2022 for the Bixler Road and Regatta Drive Intersection Improvements Project.

WHEREAS, Article 3 of the TDA, Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, MTC, as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, Contra Costa County desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists;

NOW, THEREFORE, BE IT RESOLVED, that Contra Costa County declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code;

BE IT FURTHER RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of Contra Costa County to carry out the project;

BE IT FURTHER RESOLVED, that the project has been reviewed by the Bicycle Advisory Committee (BAC) of Contra Costa County;

BE IT FURTHER RESOLVED, that Contra Costa County attests to the accuracy of and approves the statements in Attachment A to this resolution;

BE IT FURTHER RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Contra Costa County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Shrav Sundaram, (925) 313-2366

By: , Deputy

cc: Ave' Brown



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

To: [X] Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
[X] County Clerk, County of Contra Costa

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

Project Title: Bixler Road and Regatta Drive Intersection Improvements, Project No. WO1025, CP# 21-01
Project Applicant: Contra Costa County Public Works Dept., 255 Glacier Drive, Martinez CA 94553 (925)-313-2000
Project Location: Bixler Road and Regatta Drive, Discovery Bay, East Contra Costa County (map attached)
Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553

Project Description: The purpose of this project is to improve pedestrian safety at the intersection of Bixler Road and Regatta Drive (Project Vicinity Map). There is currently a crosswalk at this intersection that connects residents from the west side of Bixler Road to access the post office and shopping center on the east side of Bixler Road (Preliminary Layout). Bixler Road is a collector street that feeds directly into Highway 4 and experiences high speeds and a high volume of vehicular traffic during peak hours of travel. The project would provide infrastructure improvements such as Rectangular Rapid Flash Beacons (RRFBs) at each end of the pedestrian crosswalk and in the center median island, advanced warning road signs and shark teeth yield lines, a concrete median nose to serve as a protected pedestrian refuge, and a 6-foot wide American with Disabilities Act (ADA)-compliant concrete pedestrian path along the east side of Bixler Road that extends approximately 140 feet from the crosswalk to the shopping center. It is anticipated that the RRFBs will be hard-wired to a power source and may require excavation for the installation of underground power lines. North of the intersection, striping and pavement markings will be applied to discourage motorists from traveling outside the designated travel lane. Ground disturbance and excavations up to 4 feet are anticipated. Real Estate transactions, utility relocations, and vegetation trimming/removal may also be necessary. Appropriate best management practices for stormwater control (i.e., storm drain inlet protection) will be in place. Temporary traffic controls will be implemented during construction activities; emergency vehicles will have access at all times. Construction will take approximately two months to complete.

Exempt Status:

- Ministerial Project (Sec. 21080[b][1]; 15268)
Declared Emergency (Sec. 21080[b][3]; 15269[a])
Emergency Project (Sec. 21080[b][4]; 15269[b][c])
[X] Categorical Exemption: Sec 15301(c)
[] General Rule of Applicability (Sec. 15061[b][3])
[] Other Statutory Exemption (Sec.)

Reasons why project is exempt: The project will improve an existing road to provide safer pedestrian access with no expansion of use, pursuant to Section 15301(c) of the CEQA guidelines.

If filed by applicant:

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

Signature: Teana B. Moreno Date 1/14/2021 Principal Planner

Contra Costa County Department of Conservation and Development

[X] Signed by Lead Agency [] Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

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

Signature

Title

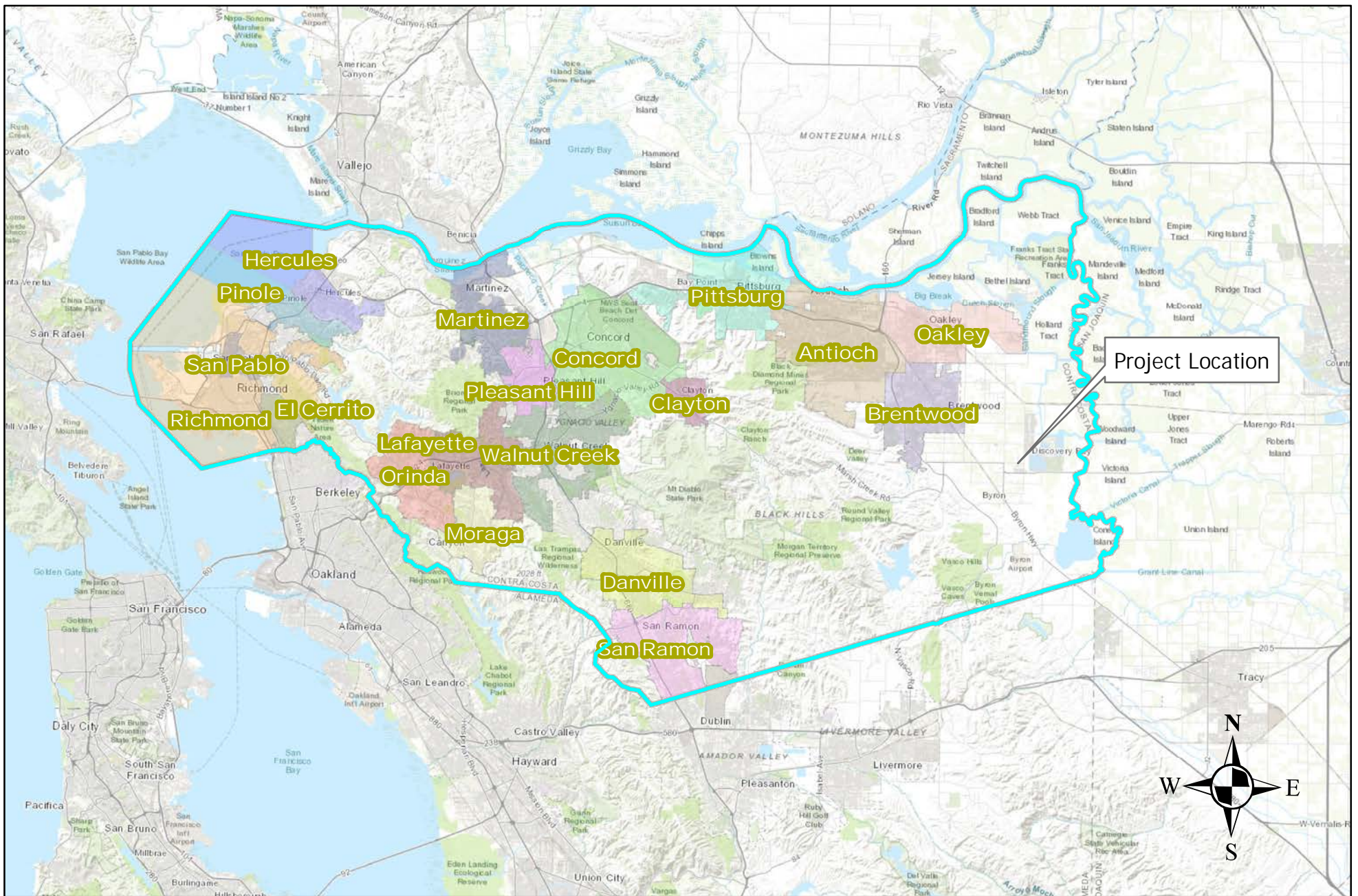
Applicant

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Shravan Sundaram
Environmental Services Division
Phone: (925)-313-2366

Department of Fish and Wildlife Fees Due

- [] De Minimis Finding - \$0
[X] County Clerk - \$50
[X] Conservation and Development - \$25

Total Due: \$75 Receipt#: _____



Contra Costa County
**Public Works
 Department**

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

PROJECT LOCATION MAP - CONTRA COSTA COUNTY

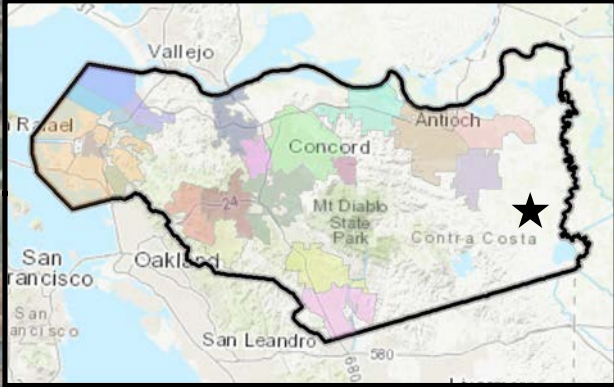
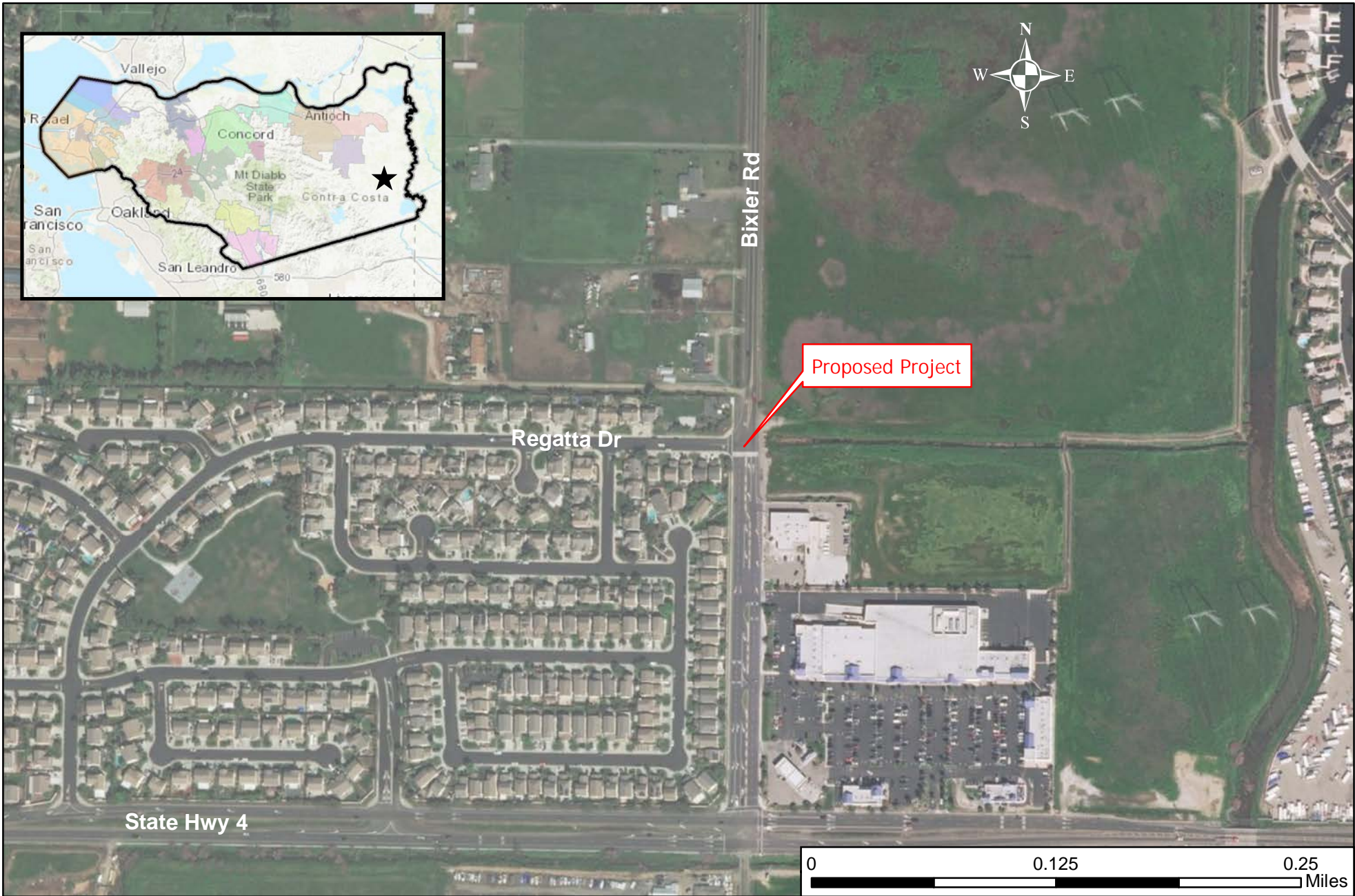
Bixler Rd and Regatta Dr Intersection Improvements

FEDERAL ID NO:

DB: AZ CB: JV

DATE: DEC 2020

Page 1 of 1

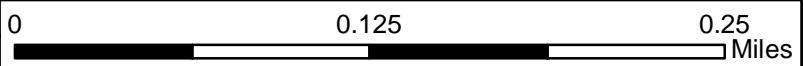


State Hwy 4

Regatta Dr

Bixler Rd

Proposed Project



Contra Costa County
Public Works
Department

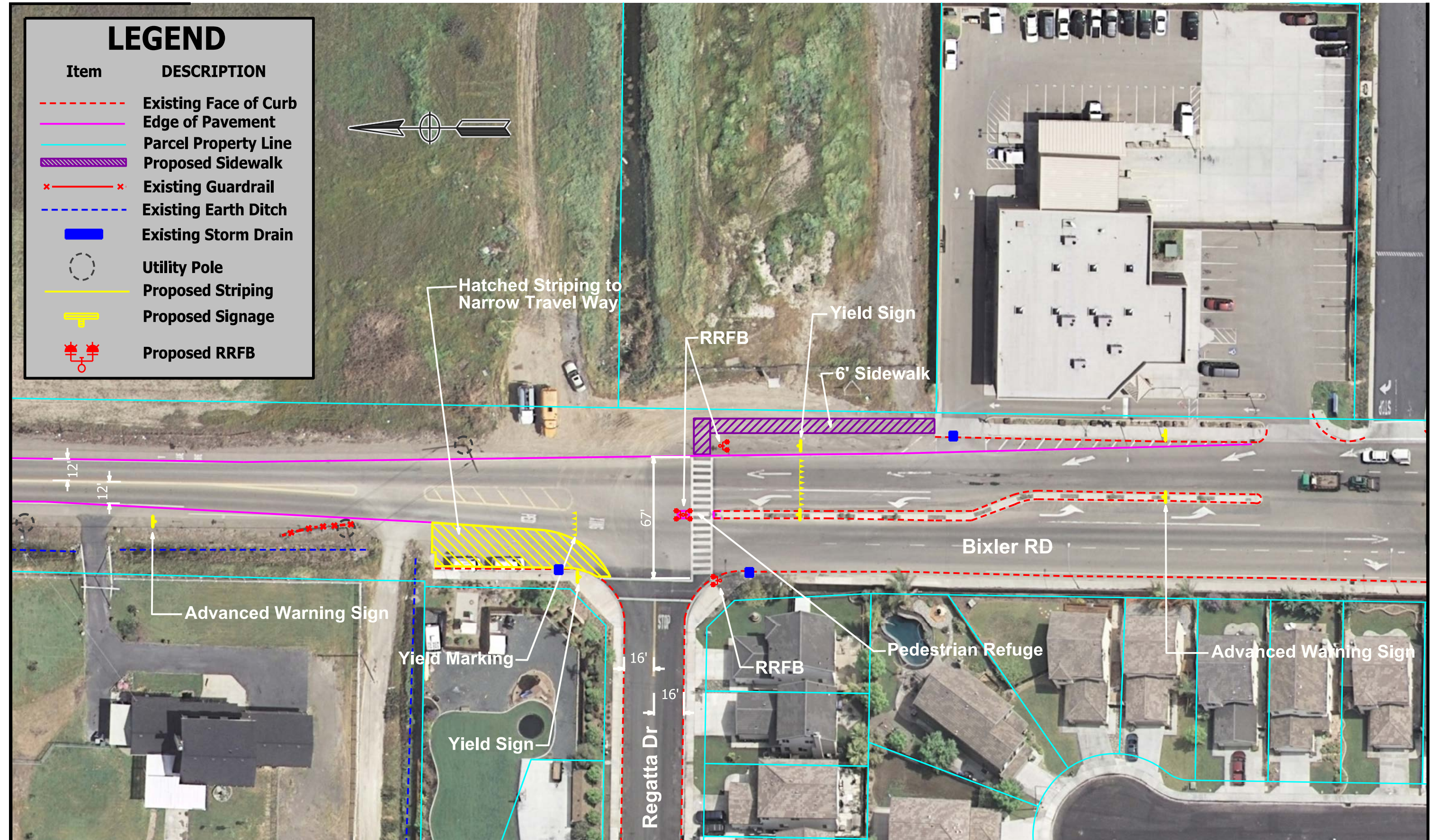
255 GLACIER DRIVE MARTINEZ, CALIFORNIA 94553 PH: (925) 313-2000 FAX: (925) 313-2333

PROJECT VICINITY MAP - CONTRA COSTA COUNTY

Bixler Rd and Regatta Dr Intersection

LEGEND

Item	DESCRIPTION
	Existing Face of Curb
	Edge of Pavement
	Parcel Property Line
	Proposed Sidewalk
	Existing Guardrail
	Existing Earth Ditch
	Existing Storm Drain
	Utility Pole
	Proposed Striping
	Proposed Signage
	Proposed RRFB



SCALE:
1:50 on 11x17



Contra Costa County
Public Works
Department

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

PRELIMINARY LAYOUT			
Bixler RD and Regatta Dr Intersection			
Alternative 1:	Intersection Improvements	DB: AZ	CB: JV
		DATE: NOV2019	SHEET 1 OF 1

RESOLUTION NO. 2021/43

ATTACHMENT A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2021/2022 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

FINDINGS

1. That Contra Costa County is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is Contra Costa County legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That Contra Costa County has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right of way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B complies with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by Contra Costa County within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the Contra Costa County agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

TDA Article 3 Project Application Form

Fiscal Year of this Claim: **2020/2021** Applicant: **Contra Costa County Public Works**

Contact person: **Jeff Valeros**

Mailing Address: **255 Glacier Drive, Martinez, CA 94553**

E-Mail Address: **jeff.valeros@pw.cccounty.us** Telephone: **925-313-2031**

Secondary Contact (in event primary not available): **Alexander Zandian**

E-Mail Address: **alexander.zandian@pw.cccounty.us** Telephone: **925-313-2052**

Short Title Description of Project: Bixler Rd and Regatta Dr. Intersection Improvements

Amount of claim: **\$ 100,000**

Functional Description of Project:

The purpose of this project is to improve pedestrian safety at the intersection of Bixler Road and Regatta Drive in unincorporated Discovery Bay by installing warning measures and improved infrastructure.

Financial Plan:

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

Project Elements: Engineering and Construction

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3		\$100,000			\$100,000
list all other sources:					
1. Local Funds		\$ 130,000			\$ 130,000
2.					
3.					
4.					
Totals		\$ 230,000			\$ 230,000

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). February 2, 2021	PENDING
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	NO
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	YES
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: December 14, 2020	YES
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	PENDING
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) 12/2022	YES
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name:)	YES



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: APPROVE the 2022 Tara Hills Curb Ramp Project and take related actions under the California Environmental Quality Act.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/44 to APPROVE and AUTHORIZE the Public Works Director, or designee, to submit a 2021/2022 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$100,000 for the fiscal year 2021/2022 for the 2022 Tara Hills Curb Ramp Project.

APPROVE the 2022 Tara Hills Curb Ramp Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project. San Pablo area. [County Project No. WO1025, DCD-CP#21-02] (District I).

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

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

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Emma Burckert (925)
313-2161

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Ave' Brown

FISCAL IMPACT:

Estimated Project cost: \$390,000. This project will be funded approximately 75% Local Road Funds, 25% Transportation Development Act Funds.

BACKGROUND:

The purpose of this Project is to provide Americans with Disabilities Act (ADA) access to Tara Hills Elementary School to benefit the students, community, and mobility-impaired residents. The Project aims to install ADA curb ramps at various intersections along Shawn Drive leading to the southerly school entrance at Delmore Road, which is an extension of an adjacent ADA curb ramp project completed in 2020. Expanding on the previous project will achieve complete ADA continuity within the Tara Hills community. The Project will include installation of twelve ADA curb ramps with detectable warning surfaces and stop bars for vehicles, which will be set back to remove pedestrian conflict with vehicles. The Project is also considering installation of additional ADA curb ramps throughout the Tara Hills community.

CONSEQUENCE OF NEGATIVE ACTION:

CEQA clearance is a requirement for Transportation Development Act (TDA) grant eligibility. If TDA funding is not obtained this project will not be constructed.

ATTACHMENTS

Resolution No. 2021/44

CEQA

Attachments A & B for Resolution No. 2021/44

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

Adopted this Resolution on 02/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/44

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to submit a 2021/2022 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission (MTC) in the total amount of \$100,000 for Fiscal Year 2021/2022 for the 2022 Tara Hills Curb Ramp Project.

WHEREAS, Article 3 of the TDA, Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, MTC, as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, Contra Costa County desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists;

NOW, THEREFORE, BE IT RESOLVED, that Contra Costa County declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code;

BE IT FURTHER RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of Contra Costa County to carry out the project;

BE IT FURTHER RESOLVED, that the project has been reviewed by the Bicycle Advisory Committee (BAC) of Contra Costa County;

BE IT FURTHER RESOLVED, that Contra Costa County attests to the accuracy of and approves the statements in Attachment A to this resolution;

BE IT FURTHER RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Contra Costa County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Emma Burckert (925) 313-2161

By: , Deputy

cc: Ave' Brown



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

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

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

[X] County Clerk, County of Contra Costa

Project Title: 2022 Tara Hills Curb Ramp Project, Project No. WO1025, CP#21-02

Project Applicant: Contra Costa County Public Works Dept., 255 Glacier Drive Martinez, CA 94553, (925) 313-2000

Project Location: Shawn Drive at Flannery Road, Mahan Way, Cornelius Drive, and Tralee Court; San Pablo; West Contra Costa County (maps attached)

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553

Project Description:

The purpose of this project is to provide Americans with Disabilities Act (ADA) access to Tara Hills Elementary School to benefit the students, community, and mobility-impaired residents. This project aims to install ADA curb ramps at various intersections along Shawn Drive leading to the southerly school entrance at Delmore Road, which is an extension of an adjacent ADA curb ramp project completed in 2020. Expanding on the previous project will achieve complete ADA continuity within the Tara Hills community. The project will include installation of twelve ADA curb ramps with detectable warning surfaces and stop bars for vehicles, which will be set back to remove pedestrian conflicts with vehicles. This project is also considering installation of additional ADA curb ramps throughout the Tara Hills community. The construction process for this project includes concrete removal, curb ramp installation, conform work, and striping removal and relocation. Ground disturbance and excavations up to 4 feet are anticipated. Appropriate best management practices for stormwater control (i.e. storm drain inlet protection) will be in place. Temporary traffic controls will be implemented during construction activities; emergency vehicles will have access at all times. Construction will take approximately three months to complete.

Exempt Status:

- Ministerial Project (Sec. 21080[b][1]; 15268)
Declared Emergency (Sec. 21080[b][3]; 15269[a])
Emergency Project (Sec. 21080[b][4]; 15269[b][c])
Categorical Exemption (Sec. 15301(c))
General Rule of Applicability (Sec. 15061[b][3])
Other Statutory Exemption (Sec.)

Reasons why project is exempt: The project consists of the minor alteration of existing sidewalks with no expansion of use pursuant to Section 15301(c) of the CEQA guidelines.

If filed by applicant:

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

Signature: Telma B. Morena Date 1/14/2021 Title Principal Planner

Contra Costa County Department of Conservation and Development

[X] Signed by Lead Agency [] Signed by Applicant

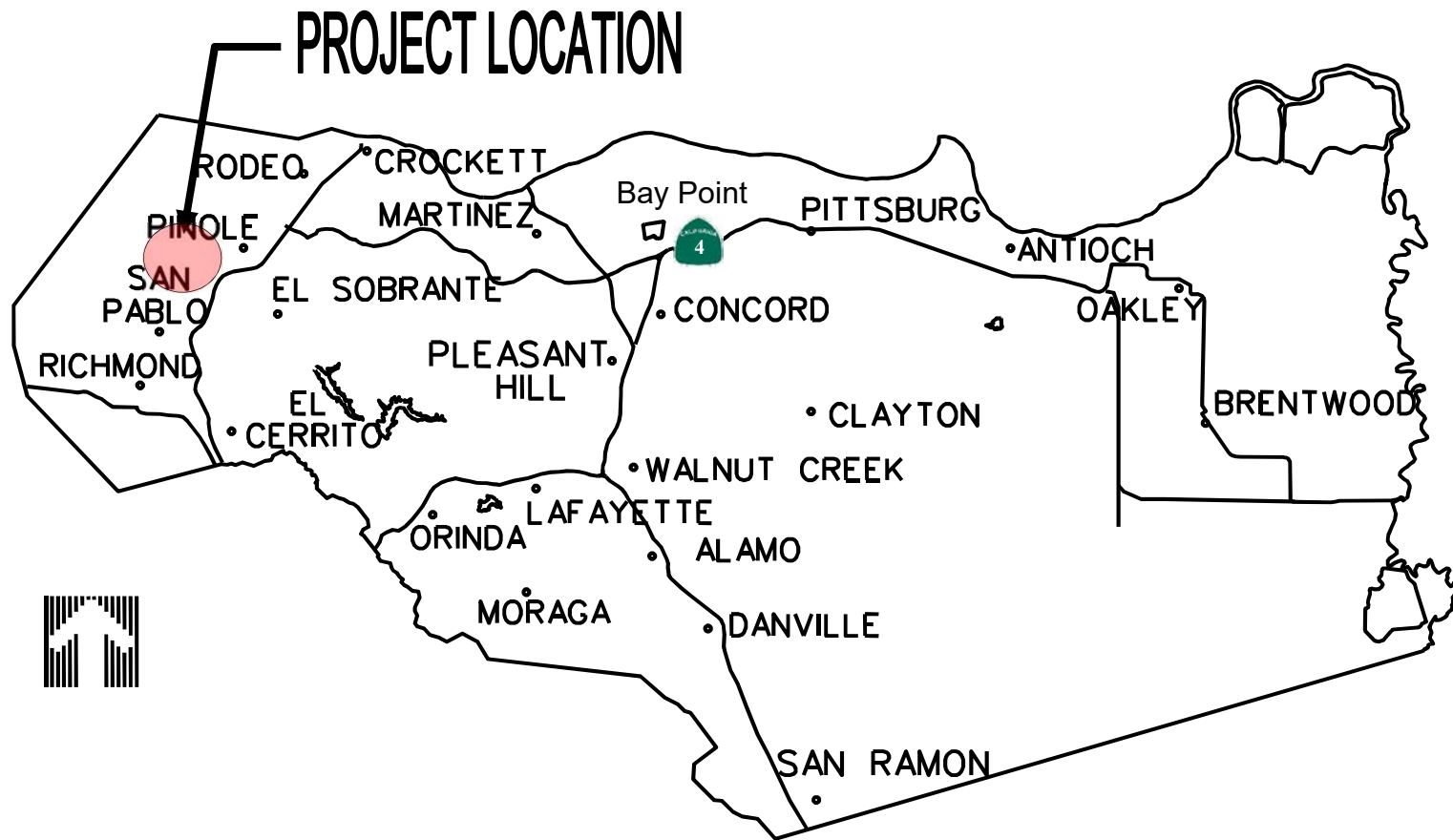
AFFIDAVIT OF FILING AND POSTING
I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.
Signature _____ Title _____

Applicant
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Emma Burckert
Environmental Services Division
Phone: (925) 313-2161

Department of Fish and Wildlife Fees Due
[] De Minimis Finding - \$0
[X] County Clerk - \$50
[X] Conservation and Development - \$25

Total Due: \$75 Receipt: _____

CONTRA COSTA COUNTY CALIFORNIA



Contra Costa County
Public Works
Department

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

PROJECT LOCATION MAP

2022 Tara Hills Curb Ramp Project

DB: AP CB: JV DATE: DEC 20 SHEET 1 OF 1

LEGEND

DESCRIPTION PROPOSED

CURB RAMP



TARA HILL ELEMENTARY SCHOOL



DOLAN WAY

FLANNERY RD

MAHAN WY

TRALEE CT

SHAWN DR
Delmore Rd

CORNELIUS DRIVE

11

12

9

10

7

8

5

6

1

2

4

3

SCALE: NTS



Contra Costa County
Public Works
Department

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

SITE PLAN

2022 TARA HILLS CURB RAMP PROJECT

ADA CURB RAMP INSTALLATION ON VARIOUS TARA HILLS INTERSECTIONS

DB: AP

CB: JV

DATE: DECEMBER 2020

SHEET: 1 OF 1

RESOLUTION NO. 2021/44

ATTACHMENT A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2021/2022 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

FINDINGS

1. That Contra Costa County is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is Contra Costa County legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That Contra Costa County has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right of way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B complies with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by Contra Costa County within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the Contra Costa County agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Resolution No. 2021/44

Attachment B

TDA Article 3 Project Application Form

Fiscal Year of this Claim: **2021/2022** Applicant: **Contra Costa County Public Works**

Contact person: **Jeff Valeros**

Mailing Address: **255 Glacier Drive, Martinez, CA 94553**

E-Mail Address: **jeff.valeros@pw.cccounty.us** Telephone: **925-313-2031**

Secondary Contact (in event primary not available): **Austin Pato**

E-Mail Address: **austin.pato@pw.cccounty.us** Telephone: **925-313-2378**

Short Title Description of Project: **2022 Tara Hills Curb Ramp Project**

Amount of claim: **\$100,000**

Functional Description of Project:
The purpose of this project is to install ADA curb ramps with detectable warning surfaces on various intersections in the Tara Hills Community of West County. This project will expand on a previous curb ramp project that was completed within the same area.

Financial Plan:
 List the project elements for which TDA funding is being requested (e.g., planning, engineering, and construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

Project Elements: Engineering and Construction

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3		\$100,000			\$100,000
list all other sources:					
1. Local Funds		\$290,000			\$290,000
2.					
Totals		\$390,000			\$390,000

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). <u>February 2, 2021</u>	PENDING
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	NO
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	YES
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: <u>December 14, 2020</u>	YES
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	PENDING
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) <u>12/2023</u>	YES
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	YES



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: APPROVE the Iron Horse Trail Crossing Enhancements-Alamo Project and take related actions under the California Environmental Quality Act.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/45 to APPROVE and AUTHORIZE the Public Works Director, or designee, to submit a 2021/2022 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$100,000 for the fiscal year 2021/2022 for the Iron Horse Trail Crossing Enhancements-Alamo Project.

APPROVE the Iron Horse Trail Crossing Enhancements-Alamo Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project. Alamo area. [County Project No. WO1025, DCD-CP#20-37] (District II).

DETERMINE the Project is a California Environmental Quality Act (CEQA), 15301(c) Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines, and DIRECT the Director of Conservation and Development to file a Notice of Exemption with the County Clerk, and

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

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sean O'Neil (925)
313-2176

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Ave' Brown

FISCAL IMPACT:

Estimated Project cost: \$276,000. This project will be funded approximately 63.8% Local Road Funds, 36.2% Transportation Development Act Funds.

BACKGROUND:

The purpose of this project is to improve safety of trail users at street crossings of the Iron Horse Regional Trail in Alamo. Rectangular Rapid Flashing Beacons (RRFBs) with passive detection will be installed at Hillgrade Avenue and Las Trampas Road to replace the existing in-ground flashers that are not highly visible. The crossings at Stone Valley Road West and Hemme Avenue will enhance existing pedestrian button actuators by adding passive detection systems to activate the flasher systems already installed at these crossings. These measures will improve the safety of trail users by increasing visibility to vehicles and bicyclists on these roads. Yield lines will be painted on the pavement to indicate where vehicles are to stop to yield to trail users crossing the road. All trail crossing upgrades will be American Disability Act (ADA) compliant.

CONSEQUENCE OF NEGATIVE ACTION:

CEQA clearance is a requirement for Transportation Development Act (TDA) grant eligibility. If TDA funding is not obtained this project will not be constructed.

ATTACHMENTS

Resolution No. 2021/45

CEQA

Attachments A & B for Resolution No. 2021/45

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

Adopted this Resolution on 02/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/45

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to submit a 2021/2022 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission (MTC) in the total amount of \$100,000 for Fiscal Year 2021/2022 for the Iron Horse Trail Crossing Enhancements - Alamo.

WHEREAS, Article 3 of the TDA, Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, MTC, as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, Contra Costa County desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists;

NOW, THEREFORE, BE IT RESOLVED, that Contra Costa County declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code;

BE IT FURTHER RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of Contra Costa County to carry out the project;

BE IT FURTHER RESOLVED, that the project has been reviewed by the Bicycle Advisory Committee (BAC) of Contra Costa County;

BE IT FURTHER RESOLVED, that Contra Costa County attests to the accuracy of and approves the statements in Attachment A to this resolution;

BE IT FURTHER RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Contra Costa County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

I hereby certify that this 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: Sean O'Neil (925) 313-2176

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Ave' Brown



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

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

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

[X] County Clerk, County of Contra Costa

Project Title: Iron Horse Trail Crossing Enhancements – Alamo, Project No. WO1025, CP# 20-37

Project Applicant: Contra Costa County Public Works Dept., 255 Glacier Drive, Martinez, CA, 94553, (925) 313-2000

Project Location : Ironhorse Trail at Hillgrade Avenue, Las Trampas Road, Stone Valley Road West, and Hemme Avenue crossings, Alamo, Contra Costa County (Location maps attached)

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553

Project Description: The purpose of this project is to improve the safety of trail users at street crossings of the Iron Horse Regional Trail (Sheets 1 - 4). Rectangular Rapid Flashing Beacons (RRFBs) with passive detection will be installed at Hillgrade Avenue and Las Trampas Road to replace the existing in-ground flashers that are not highly visible. The crossings at Stone Valley Road West and Hemme Avenue will enhance existing pedestrian button actuators by adding passive detection systems to activate the flasher systems already installed at these crossings. These measures will improve the safety of trail users by increasing visibility to vehicles and bicyclists on these roads. Yield lines will be painted on the pavement to indicate where vehicles are to stop to yield to trail users crossing the road. All trail crossing upgrades will be American Disability Act (ADA) compliant. Ground disturbance and excavations up to 4 feet are anticipated. Minor vegetation trimming/removal and sliver right-of way acquisitions may be required. Appropriate best management practices for stormwater control (i.e. storm drain inlet protection) will be in place. Temporary traffic controls will be implemented during construction activities; emergency vehicles will have access at all times. Construction will take approximately two months to complete. The project will be coordinated with the East Bay Regional Park District, the Iron Horse Corridor Management Program Advisory Committee, utility agencies, and other stakeholders in the area.

Exempt Status:

- Ministerial Project (Sec. 21080[b][1]; 15268)
Declared Emergency (Sec. 21080[b][3]; 15269[a])
Emergency Project (Sec. 21080[b][4]; 15269[b][c])
Categorical Exemption (Sec. 15301 (c))
General Rule of Applicability (Sec. 15061[b][3])
Other Statutory Exemption (Sec.)

Reasons why project is exempt: This project will improve existing roads and a pedestrian trail to provide safer pedestrian access with no expansion of use pursuant to section 15301(c) of the CEQA guidelines.

If filed by applicant:

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

Signature: Telma B. Moura Date 1/14/2021 Title Principal Planner

Contra Costa County Department of Conservation and Development

[X] Signed by Lead Agency [] Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

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

Signature

Title

Applicant

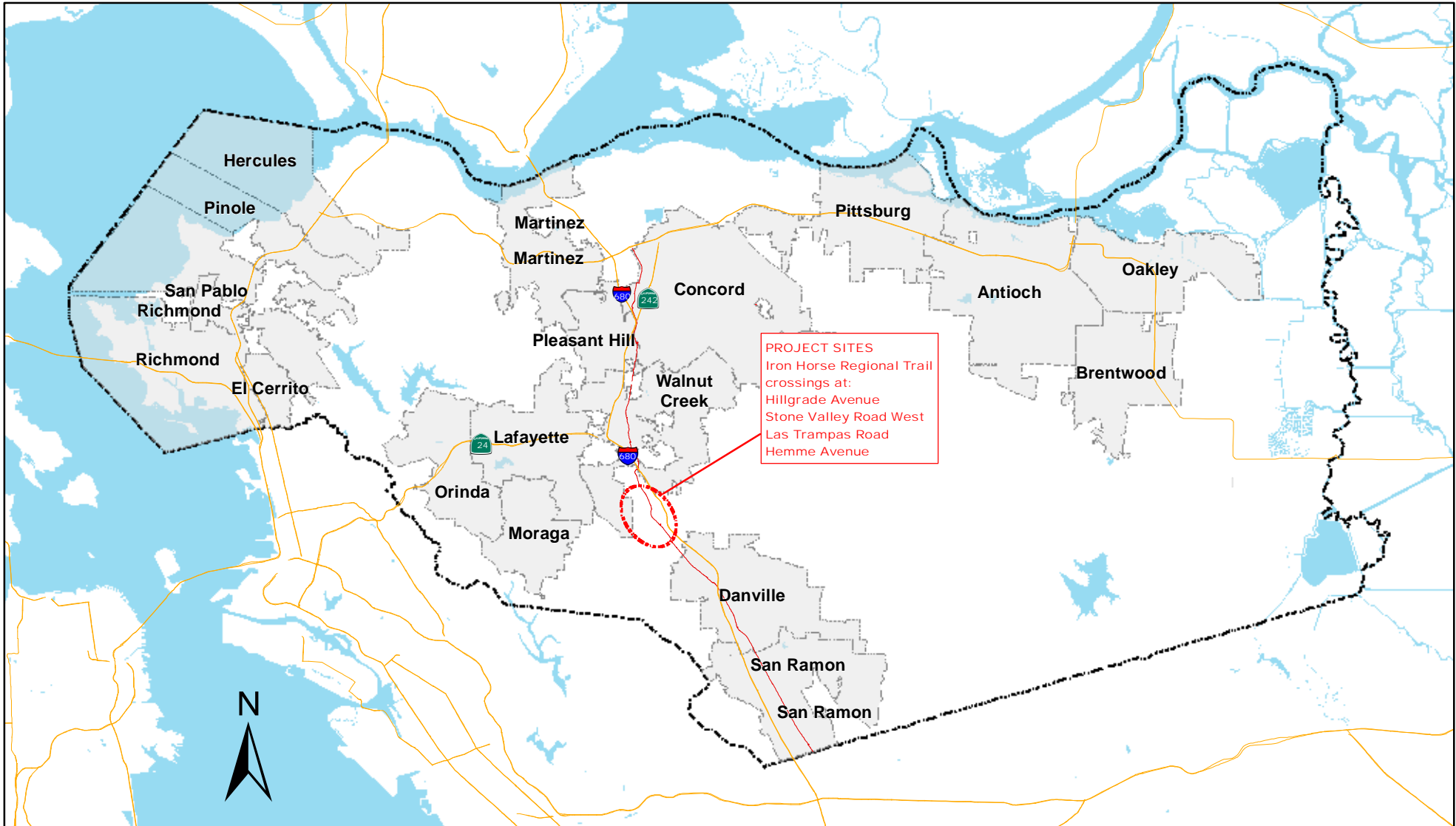
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Sean O'Neil
Environmental Services Division
Phone: (925) 313-2176

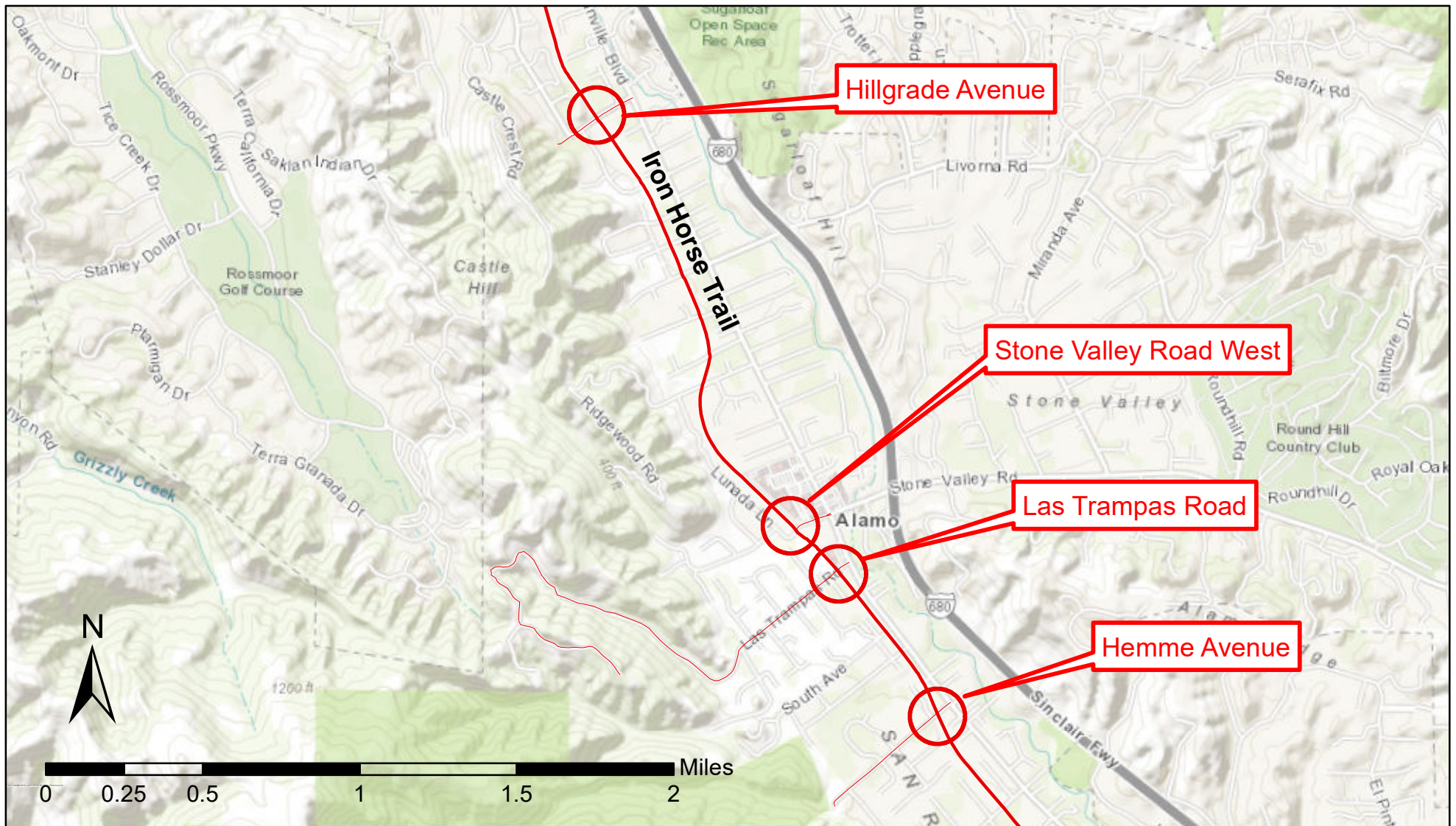
Department of Fish and Wildlife Fees Due


- De Minimis Finding - \$0
County Clerk - \$50
Conservation and Development - \$25

Total Due: \$75

Receipt#:





 <p>Contra Costa County Public Works Department</p> <p>255 GLACIER DRIVE MARTINEZ, CALIFORNIA 94553 PH: (925) 313-2000 FAX: (925) 313-2333</p>	VICINITY MAP		
	<p>Iron Horse Trail Crossing Enhancements - Alamo</p>		
FEDERAL ID NO:	DB: ET CB: JV	DATE: DEC 2020	Page 1 of 1

TIME PLOTTED => 5/1/20

DATE PLOTTED => 5/1/20

FILE => 180408.DWG



INSTALL DETECTABLE WARNING SYSTEM (TYPICAL)

INSTALL RECTANGULAR RAPID FLASHING BEACON WITH PASSIVE DETECTION SYSTEM (TYPICAL)

INSTALL "SHARKS TEETH" YIELD STRIPING (TYPICAL)

HILLGRADE AVENUE

IRON HORSE TRAIL



SCALE
1 inch = 60 feet
for 8.5 x 11



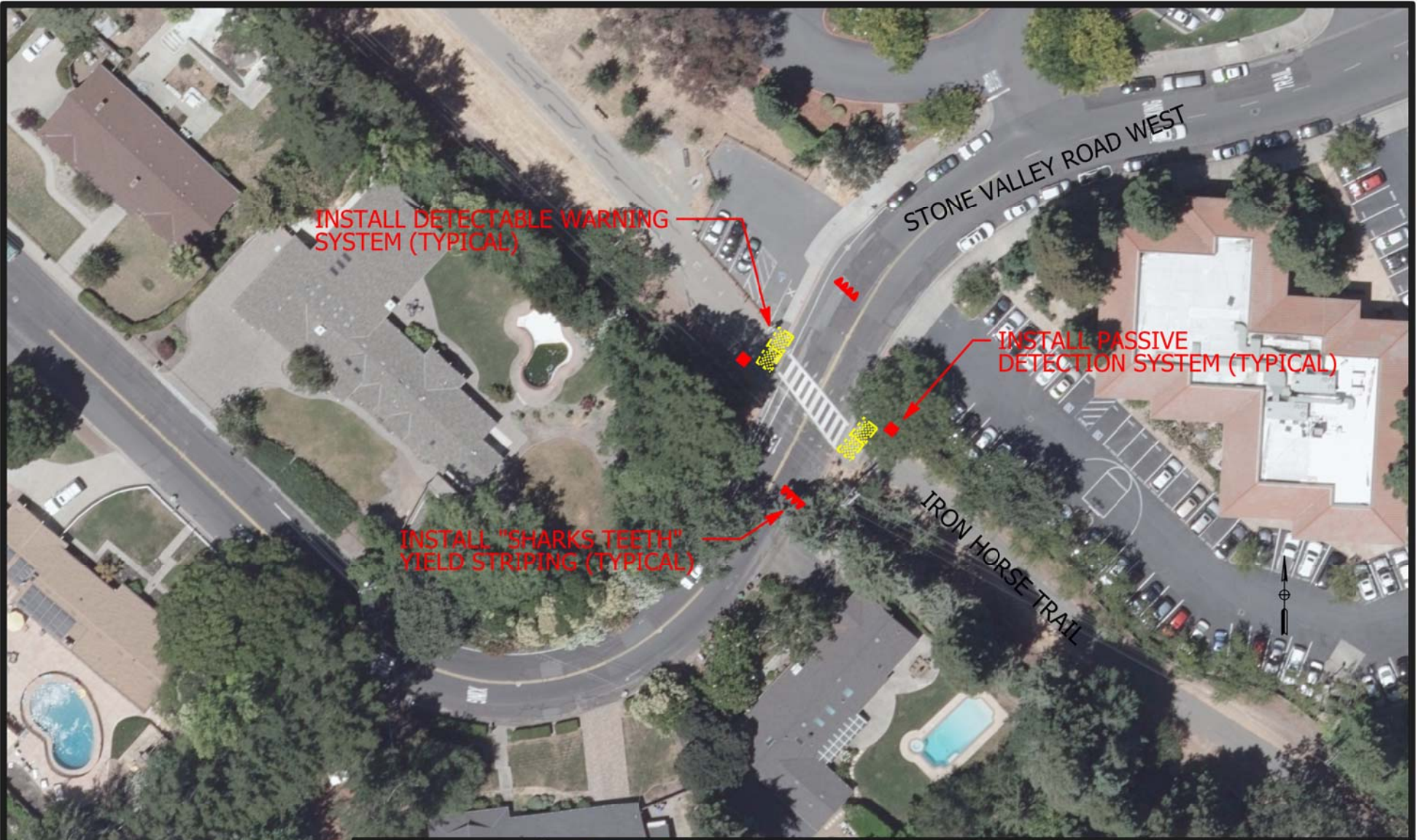
Contra Costa County
Public Works
Department

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

PRELIMINARY PROJECT LAYOUT

IRON HORSE TRAIL CROSSING ENHANCEMENTS
HILLGRADE AVENUE

FEDERAL ID NO.: N/A DR: ET CR: DATE: December 2020 SHEET 1 OF 4



SCALE
 1 inch = 60 feet
 for 8.5 x 11



Contra Costa County
Public Works
 Department

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

PRELIMINARY PROJECT LAYOUT

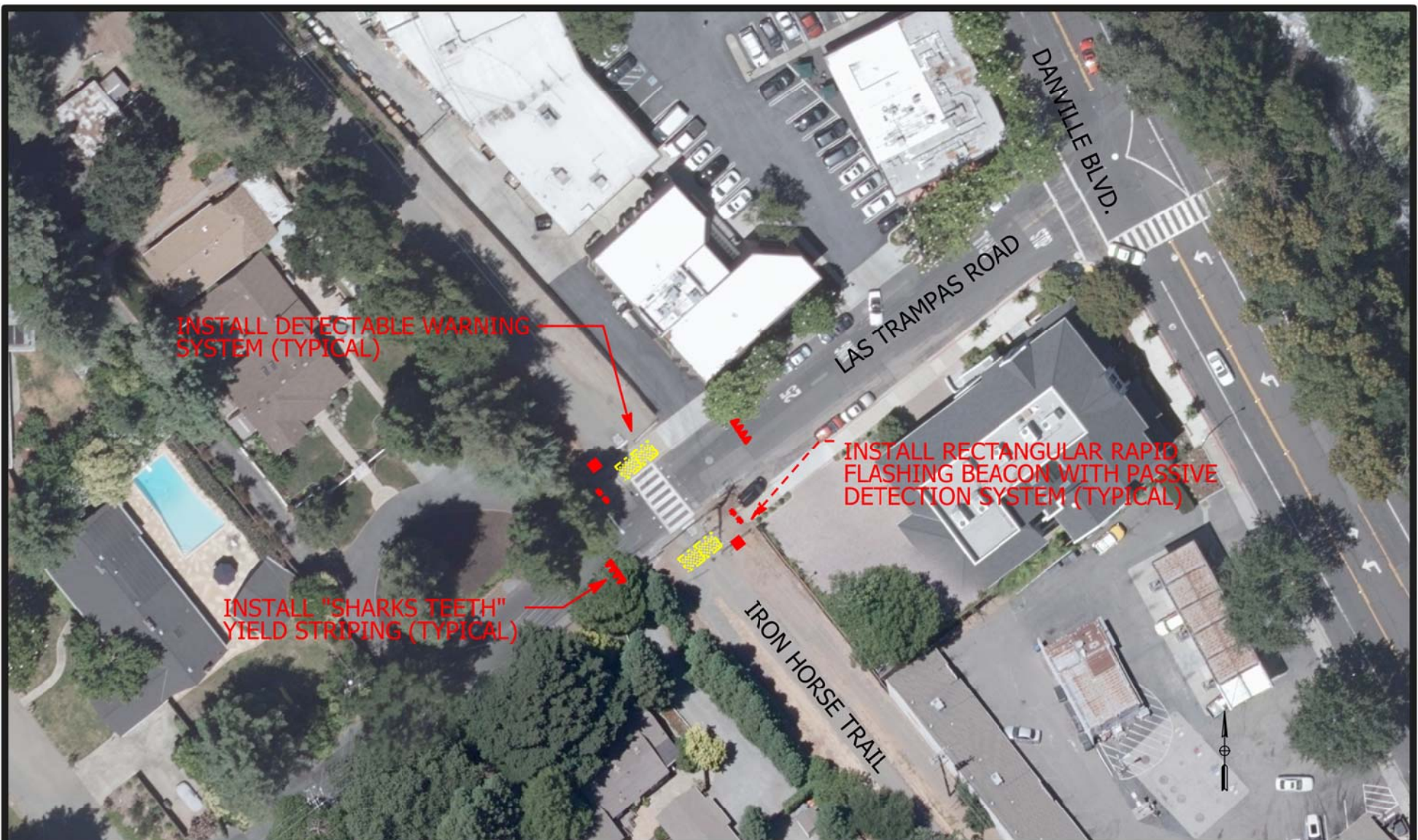
IRON HORSE TRAIL CROSSING ENHANCEMENTS
 STONE VALLEY ROAD WEST

FEDERAL ID NO.: N/A DB: ET CR: DATE: December 2020 SHEET 2 OF 4

TIME PLOTTED => 5/1/20

DATE PLOTTED => 5/1/20

FILE => 1804081



SCALE
 1 inch = 60 feet
 for 8.5 x 11



Contra Costa County
Public Works
 Department

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

PRELIMINARY PROJECT LAYOUT

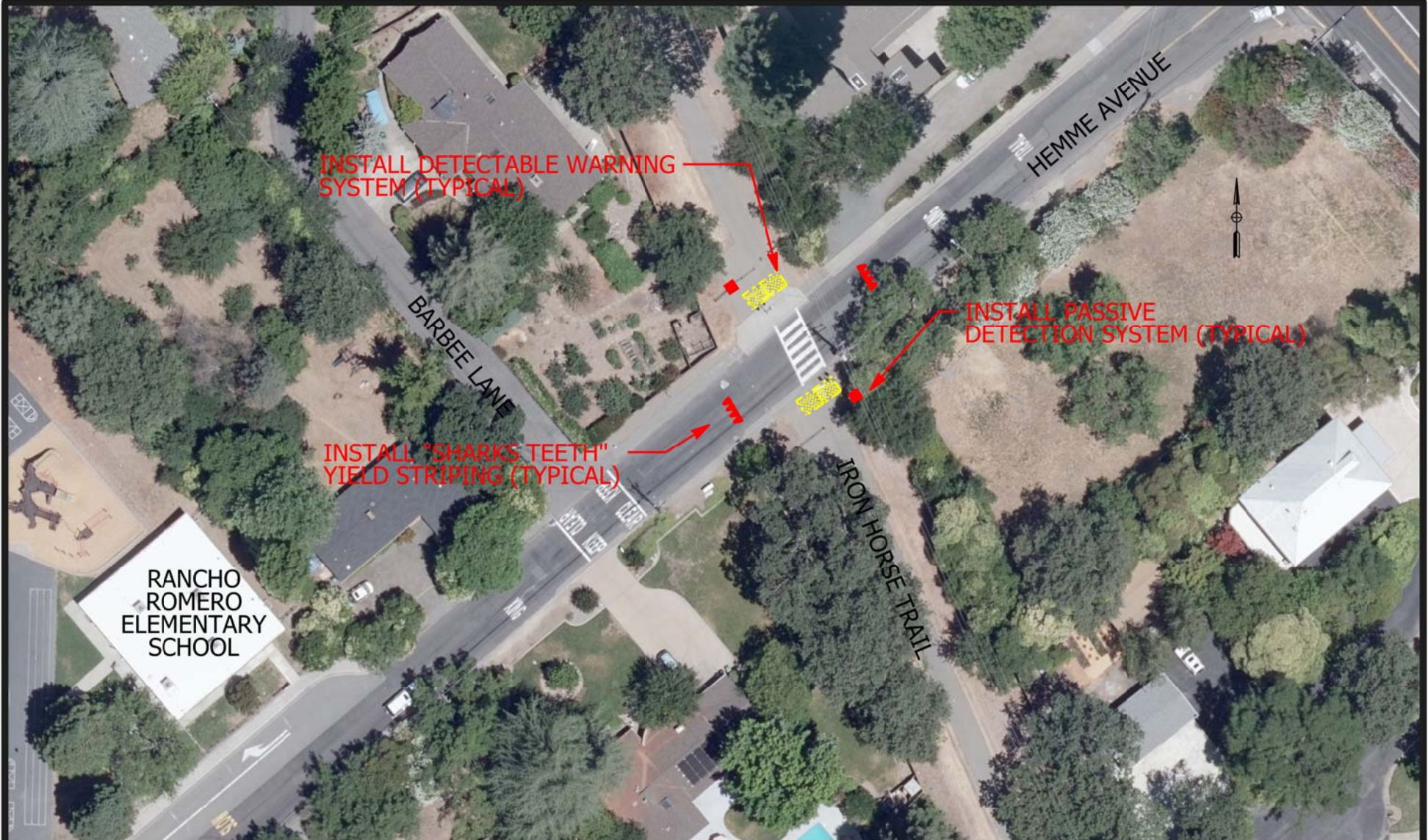
IRON HORSE TRAIL CROSSING ENHANCEMENTS
 LAS TRAMPAS ROAD

FEDERAL ID NO.: N/A DR: ET CR: DATE: December 2020 SHEET 3 OF 4

TIME PLOTTED => 5/1/20

DATE PLOTTED => 12/1/20

FILE => 180408.DWG



SCALE
 1 inch = 60 feet
 for 8.5 x 11



PRELIMINARY PROJECT LAYOUT
 IRON HORSE TRAIL CROSSING ENHANCEMENTS
 HEMME AVENUE

FEDERAL ID NO.: N/A
 DR: ET CR: DATE: December 2020 SHEET 4 OF 4

RESOLUTION NO. 2021/45

ATTACHMENT A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2021/2022 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

FINDINGS

1. That Contra Costa County is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is Contra Costa County legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That Contra Costa County has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right of way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B complies with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by Contra Costa County within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the Contra Costa County agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

RESOLUTION NO. 2021/45

Attachment B

TDA Article 3 Project Application Form

Fiscal Year of this Claim: **2021/2022**

Applicant: **Contra Costa County Public Works**

Contact person: **Jeff Valeros**

Mailing Address: **255 Glacier Drive, Martinez, CA 94553**

E-Mail Address: **jeff.valeros@pw.cccounty.us**

Telephone: **925-313-2031**

Secondary Contact (in event primary not available): **Ed Turner**

E-Mail Address: **ed.turner@pw.cccounty.us**

Telephone: **925-313-2395**

Short Title Description of Project: **Iron Horse Trail Crossing Enhancements - Alamo**

Amount of claim: **\$100,000**

Functional Description of Project:

This project will replace in-ground flashers at two road crossings of the Iron Horse Trail. It will also install passive detection systems, detectable warning systems and yield striping at four road crossings of the Iron Horse Trail.

Financial Plan:

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

Project Elements:

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3		\$100,000			\$100,000
list all other sources:					
1. Local Funds		\$176,000			\$176,000
2.					
Totals		\$276,000			\$276,000

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). <u>February 9, 2021</u>	PENDING
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	NO
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	YES
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: <u>December 14, 2020</u>	YES
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	PENDING
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) <u>December 2023</u>	YES
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	YES



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Accept an Offer of Dedication for Drainage Purposes for subdivision SD17-09459, Martinez area.

RECOMMENDATION(S):

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, ADOPT Resolution No. 2021/33 accepting an offer of dedication for drainage purposes from Gonsalves & Santucci, Inc., in Assessor's Parcel No. 150-250-019 in connection with subdivision SD17-09459 conditions of approval, as recommended by the Chief Engineer, Martinez area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication for Drainage Purposes is required per Condition of Approval No.64.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication for Drainage Purposes will not be recorded.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Randolph Sanders (925)
313-2111

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Paul Detjens, Flood Control, Catherine Windham, Flood Control, Sean Tully-DCD Planning , Gonsalves & Santucci, Inc.

ATTACHMENTS

Resolution No. 2021/33

Offer of Dedication - Drainage
Purposes

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 02/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2021/33

IN THE MATTER OF accepting Offer of Dedication for Drainage Purposes for subdivision SD17-09459, for a project being developed by Gonsalves & Santucci, Inc., as recommended by the Chief Engineer, Flood Control and Water Conservation District, Martinez area. (District V)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED:

INSTRUMENT: Offer of Dedication for Drainage Purposes

REFERENCE: 159-250-019

GRANTOR: Gonsalves & Santucci, Inc.

AREA: Martinez

DISTRICT: V

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Randolph Sanders (925) 313-2111

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Paul Detjens, Flood Control, Catherine Windham, Flood Control, Sean Tully-DCD Planning, Gonsalves & Santucci, Inc.

Recorded at the request of:

Contra Costa County
Public Works Department

Return to:

Contra Costa County
Public Works Department
Records Section

Area: Martinez

Road: Waterbird Way

Co. Road No.: 3882

Development No.: SD17-09459 & LP14-02046

APN: 159-250-019

OFFER OF DEDICATION - DRAINAGE PURPOSES

GONSALVES & SANTUCCI, INC., the undersigned, being the present title owner(s) of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication to CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT, a political subdivision of the State of California, and its successors or assigns, of an easement for storm, flood and surface water drainage, including construction, access or maintenance of work, improvements and structures, whether covered or open, or the clearing of obstructions and vegetation, upon the real property situated in the County of Contra Costa, State of California, described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map) attached hereto in support of the Lower Walnut Creek Restoration Project (the "Project").

To the extent permitted by law, and except as otherwise provided herein, the District shall indemnify, defend, and save harmless Grantor, its officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses (including reasonable attorneys' fees and costs of defense), claims, and demands of whatever character, (collectively, "Liabilities") to the extent that the Liabilities arise from or are connected with the negligence or willful misconduct of the District, its officers, employees, contractors, or agents while occupying and using the Drainage Easement.

Grantor acknowledges: that the District's Project is a public project that will be constructed on public property owned by the District; that, under state law, any Project subcontractor's sole remedy for nonpayment would be to file a stop payment notice with the District; and that on publicly-owned projects located on public property, a mechanic's lien cannot be used to secure a payment obligation.

However, if a District contractor, or a subcontractor, performing work on the Project records a mechanic's lien against property owned by the Grantor to seek to assert or secure a claim to payment on the District's Project, the District, at its expense, will be responsible for taking actions necessary to cause the lien to be released or expunged.

It is understood and agreed that CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

The undersigned executed this instrument on 1/5/21 (Date).

Gonsalves & Santucci, Inc.

(Name of owner as shown in title report)

(Signature) [Handwritten Signature]
(Print Name & Title) James S. Santucci, VICE PRESIDENT

(Signature) [Handwritten Signature]
(Print Name & Title) General Counsel

(See attached notary)

EXHIBIT "A"

Real property located in an unincorporated area of the County of Contra Costa, State of California, being a portion of Section 15, Township 2 North, Range 2 West, Mount Diablo Meridian, also being a portion of the property described as Parcel 2 in the Certificate of Compliance for Lot Line Adjustment LLA 01-0032., recorded March 6, 2003 in Recorder's Series Number 2003-0104328, Contra Costa County records, described as follows:

Drainage Easement FCPID 5249

Commencing at the north corner of said Parcel 2 (2003-0104328); thence, along the north line of said Parcel 2, south 49°26'51" west for a distance of 73.10 feet to the beginning of a non-tangent curve, concave to the west, having a radius of 211.00 feet and the center point of which bears south 52°35'29" west, said point being the Point of Beginning; thence leaving said north line of Parcel 2, along said curve through a central angle of 50°39'06" for an arc distance of 186.53 feet; thence south 13°14'35" west for a distance of 79.00 feet; thence south 5°16'01" east for a distance of 422.88 feet; thence south 5°03'01" east for a distance of 49.21 feet to the beginning of a tangent curve, concave to the northeast and having a radius of 18.00 feet; thence along said curve through a central angle of 90°00'00" for an arc distance of 28.27 feet; thence north 84°56'59" east for a distance of 36.72 feet to a point on the east line of said Parcel 2, and the beginning of a non-tangent curve, concave to the east, having a radius of 10,660.00 feet and the center point of which bears north 83°26'14" east; thence along said east line of Parcel 2 and along said curve through a central angle of 2°38'56" for an arc distance of 492.83 feet; thence continuing along said east line of Parcel 2, south 9°12'42" east for a distance of 70.03 feet; thence leaving said east line of Parcel 2, north 69°59'19" west for a distance of 41.99 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 15.00 feet; thence along said curve through a central angle of 119°09'24" for an arc distance of 31.20 feet; thence south 9°08'43" east for a distance of 249.81 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 22.00 feet; thence along said curve through a central angle of 86°23'03" for an arc distance of 33.17 feet; thence north 84°28'15" east for a distance of 38.75 feet to a point on said east line of Parcel 2; thence along said east line of Parcel 2 south 9°12'42" east for a distance of 66.54 feet; thence continuing along said east line of Parcel 2 south 14°51'46" east for a distance of 97.63 feet; thence leaving said east line of Parcel 2 south 83°53'54" west for a distance of 53.65 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 122.00 feet; thence along said curve through a central angle of 86°57'23" for an arc distance of 185.16 feet; thence north 9°08'43" west for a distance of 460.39 feet; thence

north 8°12'54" west for a distance of 249.10 feet; thence north 5°15'07" west for a distance of 241.36 feet; thence north 5°16'01" west for a distance of 382.26 feet; thence north 13°54'59" west for a distance of 103.72 feet to the beginning of a non-tangent curve, concave to the southwest, having a radius of 58.00 feet and the center point of which bears south 83°34'42" west; thence along said curve through a central angle of 75°07'05" for an arc distance of 76.04 feet to a point on said north line of Parcel 2; thence along said north line of Parcel 2 north 40°39'04" east for a distance of 92.72 feet; thence continuing along said north line of Parcel 2 north 49°26'51" east for a distance of 118.67 feet to the Point of Beginning.

Containing 219,703 square feet (5.044 acres), more or less

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

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: *James A. Stein*

Licensed Land Surveyor
Contra Costa County Public Works Department

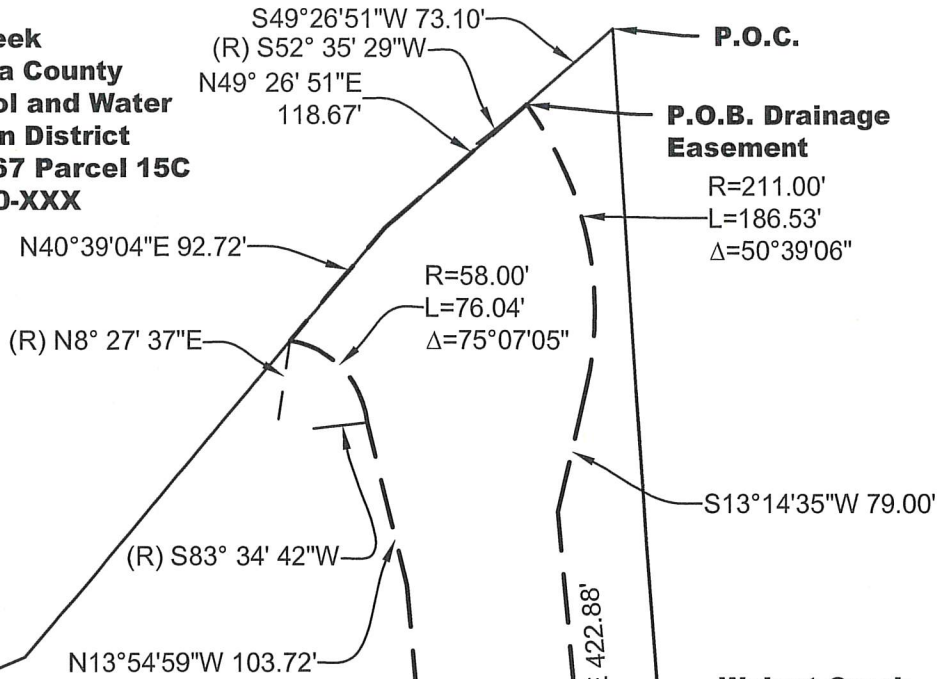
Date: 11/23/2020



EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

**Pacheco Creek
Contra Costa County
Flood Control and Water
Conservation District
5060 O.R. 567 Parcel 15C
APN 159-250-XXX**



P.O.C.

**P.O.B. Drainage
Easement**

R=211.00'
L=186.53'
Δ=50°39'06"

R=58.00'
L=76.04'
Δ=75°07'05"

**Walnut Creek
Contra Costa County Flood
Control and Water
Conservation District
5060 O.R. 567 Parcel 15B
APN 159-260-XXX**

**Parcel Two
of LLA 01-0032
2003-104328
APN 159-250-019**

FCPID 5249

See Sheet 2 of 2



File Path K:\surveys\Flood Control\WO8285 Lower Walnut Crk Restoration\ACAD\WO 8285 Lower Walnut Creek Restoration Easements.dwg Plot Date: 11/23/2020 1:37:58 PM

Drainage Easement FCPID 5249

Instr _____ Recorded _____
Series # _____



Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

SCALE:	1"=120'	DATE:	11/23/2020
DRAWN BY:	BD	DRAWING NO.	FA-20156
CHECKED BY:	JS		

See Sheet 1 of 2

N5°15'07"W 241.36'

N84° 56' 59"E
36.72'

(R) N83° 26' 14"E

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



N8°12'54"W 249.10'

FCPID 5249

R=10660.00'

L=492.83'

Δ=2°38'56"

**Pacheco Creek
Contra Costa County Flood
Control and Water
Conservation District
5060 O.R. 567 Parcel 15B
APN 159-260-XXX**

**Parcel Two
of LLA 01-0032
2003-104328
APN 159-250-019**

R=15.00'
L=31.20'
Δ=119°09'24"

S9° 12' 42"E
70.03'

N9°08'43"W 460.39'

N69° 59' 19"W
41.99'

S9°08'43"E 249.81'

R=22.00'
L=33.17'
Δ=86°23'03"

N84° 28' 15"E
38.75'

S9° 12' 42"E
66.54'

S14° 51' 46"E
97.63'

R=122.00'
L=185.16'
Δ=86°57'23"

S83°53'54"W 53.65'

Drainage Easement FCPID 5249



Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

Instr _____ Recorded _____

Series # _____

SCALE: 1"=120'

DATE: 11/23/2020

DRAWN BY: BD

DRAWING NO.

CHECKED BY: JS

FA-20156

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Contra Costa }

On January 5, 2021 before me, Cynthia Marie Lohman, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Joseph Sosteric
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cynthia Marie Lohman
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

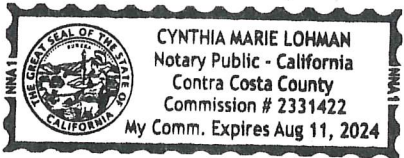
CIVIL CODE § 1189

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

State of California }
County of Contra Costa }

On January 5, 2021 before me, Cynthia Marie Lohman, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Mariah P. Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cynthia Marie Lohman
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Accept an Offer of Dedication for Access Easement for subdivision SD17-09459, Martinez area

RECOMMENDATION(S):

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, ADOPT Resolution No. 2021/34 accepting an offer of dedication of an easement for access purposes from Gonsalves & Santucci, Inc., in Assessor's Parcel Nos. 159-250-019, -021, and -022, connection with subdivision SD17-09459 conditions of approval, as recommended by the Chief Engineer, Martinez area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication for Access Easement is required per Condition of Approval No.63.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication for Access Easement will not be recorded.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Randolph Sanders
(925)313-2111

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Paul Detjens, Flood Control, Catherine Windham, Flood Control, Sean Tully-DCD Planning, Gonsalves & Santucci, Inc.

ATTACHMENTS

Resolution No. 2021/34

Offer of Dedication - Access Easement

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 02/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2021/34

IN THE MATTER OF accepting Offer of Dedication for Access Easement for subdivision SD17-09459, for a project being developed by Gonsalves & Santucci, Inc., as recommended by the Chief Engineer, Flood Control and Water Conservation District, Martinez area. (District V)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED:

INSTRUMENT: Offer of Dedication for Access Easement
REFERENCE: 159-250-019, 159-250-021, & 159-250-022
GRANTOR: Gonsalves & Santucci, Inc.
AREA: Martinez
DISTRICT: V

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Randolph Sanders (925)313-2111

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Paul Detjens, Flood Control, Catherine Windham, Flood Control, Sean Tully-DCD Planning, Gonsalves & Santucci, Inc.

Recorded at the request of:
Contra Costa County
Engineering Services Division

Return to:
Contra Costa County
Public Works Department
Records Section

Area: Martinez
Road: Waterbird Way
Co. Road No.: 3882
Development No.: SD17-09459 & LP14-02046
APN: 159-250-019, 159-250-021, & 159-250-022

OFFER OF DEDICATION - ACCESS EASEMENT

GONSALVES & SANTUCCI, INC., the undersigned, being the present title owner of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to **CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT** and its successors or assigns, an easement for access purposes, over the real property situated in the County of Contra Costa, State of California, described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map) attached hereto in support of the Lower Walnut Creek Restoration Project (the "Project").

To the extent permitted by law, and except as otherwise provided herein, the District shall indemnify, defend, and save harmless Grantor, its officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses (including reasonable attorneys' fees and costs of defense), claims, and demands of whatever character, (collectively, "Liabilities") to the extent that the Liabilities arise from or are connected with the negligence or willful misconduct of the District, its officers, employees, contractors, or agents while occupying and using the Access Easement.

Grantor acknowledges: that the District's Project is a public project that will be constructed on public property owned by the District; that, under state law, any Project subcontractor's sole remedy for nonpayment would be to file a stop payment notice with the District; and that on publicly-owned projects located on public property, a mechanic's lien cannot be used to secure a payment obligation. However, if a District contractor, or a subcontractor, performing work on the Project records a mechanic's lien against property owned by the Grantor to seek to assert or secure a claim to payment on the District's Project, the District, at its expense, will be responsible for taking actions necessary to cause the lien to be released or expunged.

It is understood and agreed that **CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing body of its successors or assigns.

In the event **CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**, or its successors and assigns, on behalf of the public, should determine that the use of said property or any portion thereof is no longer needed, the rights herein given shall terminate as to those portions not needed and revert to the undersigned owner or its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

The undersigned executed this instrument on 1/5/2021 (Date).

Consalves & Santucci, Inc.

(Name of owner as shown in title report)

(Signature) [Handwritten Signature], VICE PRESIDENT
(Print Name & Title)

(Signature) [Handwritten Signature], General Counsel
(Print Name & Title)

(See attached notary)

EXHIBIT "A"

Real property located in an unincorporated area of the County of Contra Costa, State of California, being portions of Section 15 and the Northwest Quarter of Section 22, Township 2 North, Range 2 West, Mount Diablo Meridian, also being a portion of that parcel described in the Grant Deed from LandBank Baker, L.L.C. to Gonsalves & Santucci, Inc. recorded July 2, 2002 in Recorder's Series Number 2002-0232100, Contra Costa County records, described as follows:

Access Easement 1 FCPID 5250

Commencing at the east corner of said parcel (2002-0232100); thence along the southeast line of said parcel (2002-0232100), south 33°05'10" west for a distance of 243.09 feet to the southwest corner of that parcel described in the Grant Deed from Gonsalves & Santucci, Inc. to Central Contra Costa Sanitary District recorded on August 6, 2007 at Recorder's Series Number 2007-0224784; thence along the southwest line of said Parcel (2007-0224784), north 29°37'46" west for a distance of 14.67 feet to the Point of Beginning; thence leaving said southwest line, south 33°05'10" west for a distance of 9.05 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 122.78 feet; thence along said curve through a central angle of 5°27'41" for an arc distance of 11.70 feet; thence south 38°32'51" west for a distance of 76.27 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 121.78 feet; thence along said curve through a central angle of 6°14'59" for an arc distance of 13.28 feet; thence south 32°17'52" west for a distance of 245.64 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 135.00 feet; thence along said curve through a central angle of 47°46'41" for an arc distance of 112.57 feet to the beginning of a tangent curve, concave to the north, having a radius of 5,389.00 feet; thence along said curve through a central angle of 2°34'31" for an arc distance of 242.22 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 47.07 feet; thence along said curve through a central angle of 83°30'18" for an arc distance of 68.60 feet to the beginning of a tangent curve, concave to the east, having a radius of 55.24 feet; thence along said curve through a central angle of 13°02'36" for an arc distance of 12.58 feet a point on a southerly line of said Gonsalves & Santucci, Inc. Parcel (2002-0232100); thence along said southerly line south 70°49'26" west, 25.07 feet to the beginning of a non-tangent curve concave to the east having a radius of 80.24 feet, the central point of which bears north 74°27'20" east; thence leaving said southerly line and along said curve through a central angle of 14°41'27" for an arc distance of 20.57 feet to the beginning of a tangent curve, concave to the southeast and having a radius of

72.07 feet; thence along said curve through a central angle of 83°30'18" for an arc distance of 105.04 feet to the beginning of a tangent curve, concave to the north, having a radius of 5,364.00 feet; thence along said curve through a central angle of 2°34'31" for an arc distance of 241.10 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 110.00 feet; thence along said curve through a central angle of 47°46'41" for an arc distance of 91.73 feet; thence north 32°17'52" east for a distance of 245.64 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 146.78 feet; thence along said curve through a central angle of 6°14'59" for an arc distance of 16.01 feet; thence north 38°32'51" east for a distance of 76.27 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 97.78 feet; thence along said curve through a central angle of 5°27'41" for an arc distance of 9.32 feet; thence north 33°05'10" east for a distance of 21.95 feet to a point on said southwest line of said Central Contra Costa Sanitary District Parcel (2007-0224784); thence along said southwest line, south 29°37'46" east for a distance of 28.13 feet to the Point of Beginning;

Containing 20,244 square feet (0.465 acres), more or less.

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

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 10/20/2020



EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



Gonsalves & Santucci, Inc.
(Conco Site)
2002-0232100
APN 159-250-021

**Central Contra Costa
 Sanitary District**
2007-0224784
APN 159-250-020

**Gonsalves &
 Santucci, Inc.**
(Conco Site)
2002-0232100
APN 159-250-022

**Parcel Two of
 LLA 01-0032**
2003-104328
APN 059-250-019

P.O.C.

S33°05'10"W 243.09'

BNSF Railroad

**P.O.B.
 Access
 Easement**

N33° 05' 10"E
 21.95'

R=97.78'
L=9.32'
Δ=5°27'41"

S29° 37' 46"E
 28.13'

N38° 32' 51"E
 76.27'

R=146.78'
L=16.01'
Δ=6°14'59"

N29° 37' 46"W
 14.67'

S33° 05' 10"W
 9.05'

R=122.78'
L=11.70'
Δ=5°27'41"

FCPID 5250

S38° 32' 51"W
 76.27'

R=121.78'
L=13.28'
Δ=6°14'59"

**Central Contra Costa
 Sanitary District**
Book 8698 O.R. Page 644
APN 159-140-050

N32° 17' 52"E
 245.64'

S32° 17' 52"W
 245.64'

See Sheet 2 of 2

Access Easement 1 FCPID 5250

Instr _____ Recorded _____

Series # _____



Contra Costa County
 Public Works Department
 255 Glacier Drive
 Martinez, CA 94553

SCALE: 1"=80'

DATE: 10/19/2020

DRAWN BY: BD

DRAWING NO.

CHECKED BY: JS

FA-20157

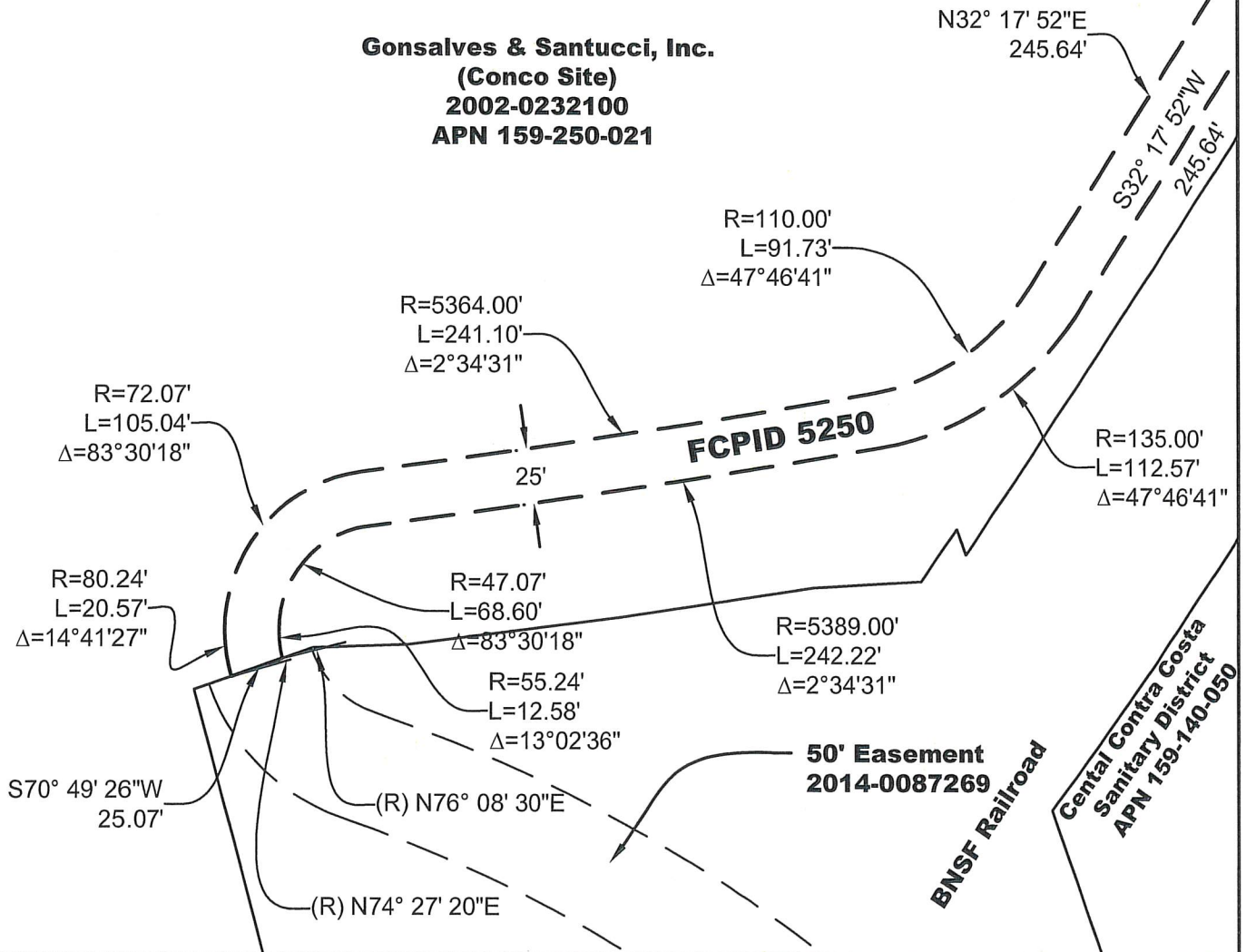
EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



See Sheet 1 of 2

Gonsalves & Santucci, Inc.
(Conco Site)
2002-0232100
APN 159-250-021



Access Easement 1 FCPID 5250

Instr _____ Recorded _____
 Series # _____



Contra Costa County
 Public Works Department
 255 Glacier Drive
 Martinez, CA 94553

SCALE: 1"=80'
 DRAWN BY: BD
 CHECKED BY: JS

DATE: 10/19/2020
 DRAWING NO.
FA-20157

EXHIBIT "A"

Real property located in an unincorporated area of the County of Contra Costa, State of California, being a portion of Section 15, Township 2 North, Range 2 West, Mount Diablo Meridian, also being a portion of the property described as Parcel 2 in the Certificate of Compliance for Lot Line Adjustment LLA 01-0032, recorded March 6, 2003 in Recorder's Series Number 2003-0104328, also being a portion of that parcel described in the Grant Deed from LandBank Baker, L.L.C. to Gonsalves & Santucci, Inc. recorded July 2, 2002 in Recorder's Series Number 2002-0232100, Contra Costa County records, described as follows

Access Easement 3 FCPID 5252

Commencing at the south corner of said Parcel 2 (2003-0104328); thence, along the southeast line of said parcel (2002-0232100), south 33°05'10" west for a distance of 130.58 feet to the southeast corner of that parcel described in the Grant Deed from Gonsalves & Santucci, Inc. to Central Contra Costa Sanitary District recorded on August 6, 2007 at Recorder's Series Number 2007-0224784; thence along the northeast line of said Parcel (2007-0224784), north 29°37'46" west for a distance of 14.67 feet to the Point of Beginning; thence continuing along the northeast line of said Parcel (2007-0224784), north 29°37'46" west for a distance of 28.25 feet to the beginning of a non-tangent curve, concave to the west, having a radius of 87.50 feet, the central point of which bears north 59°45'28" west; thence along said curve through a central angle of 60°45'03" for an arc distance of 92.78 feet; thence north 30°30'32" west for a distance of 62.50 feet; thence north 59°29'28" east for a distance of 71.99 feet to a point on the west line of said Parcel 2 (2003-0104328); thence continuing north 59°29'28" east for a distance of 51.15 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 87.50 feet; thence along said curve through a central angle of 26°00'31" for an arc distance of 39.72 feet; thence north 33°28'58" east for a distance of 774.63 feet to the beginning of a tangent curve, concave to the west, having a radius of 107.50 feet; thence along said curve through a central angle of 64°03'23" for an arc distance of 120.18 feet; thence north 30°34'25" west for a distance of 210.34 feet to the beginning of a tangent curve, concave to the east, having a radius of 122.78 feet; thence along said curve through a central angle of 20°51'45" for an arc distance of 44.71 feet; thence north 9°42'40" west for a distance of 9.70 feet; thence north 81°23'39" east for a distance of 20.50 feet; thence north 68°01'43" east for a distance of 102.33 feet to a point on the east line of said Parcel 2 and the beginning of a non-tangent curve, concave to the east, having a radius of 5,130.00 feet and the central point of which bears north 81°13'04" east; thence along said east line of Parcel 2 and along said curve through a central angle of

3°54'19" for an arc distance of 349.67 feet; thence leaving said east line of Parcel 2 south 33°28'58" west for a distance of 844.22 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 112.50 feet; thence along said curve through a central angle of 26°00'31" for an arc distance of 51.07 feet; thence south 59°29'28" west for a distance of 51.24 feet to said west line of Parcel 2; thence continuing south 59°29'28" west for a distance of 17.40 feet to the beginning of a tangent curve, concave to the east, having a radius of 29.50 feet; thence along said curve through a central angle of 90°00'00" for an arc distance of 46.34; thence south 30°30'32" east for a distance of 8.00 feet to the beginning of a tangent curve concave to the west, having a radius of 112.50 feet; thence along said curve through a central angle of 63°35'42" an arc distance of 124.87 feet; thence south 33°05'10" west for a distance of 8.61 feet to the Point of Beginning;

Containing 54,176 square feet (1.244 acres), more or less.

The location of said easement to follow over and across those portions of said Parcel 2 at the location herein described, and as it may be relocated from time to time by such other route, maintaining a minimum width of 24.00 feet, as mutually agreed upon by the parties hereto.

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

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 11/13/2020



EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

See Sheet 2 of 2



**IT Corporation
Parcel 2
2001-315918
APN 159-250-014**

**Gonsalves &
Santucci, Inc.
(Conco Site)
2002-0232100
APN 159-250-022**

**Central Contra Costa
Sanitary District
2007-0224784
APN 159-250-020**

**FCPID 5252
Parcel Two of LLA 01-0032
2003-104328 APN 059-250-019**

BNSF Railroad

**Central Contra Costa
Sanitary District
Book 8698 O.R. Page 644
APN 159-140-050**

R=87.50'
L=39.72'
 $\Delta=26^{\circ}00'31''$
N59° 29' 28"E
51.15'

N59° 29' 28"E
71.99'

R=112.50'
L=51.07'
 $\Delta=26^{\circ}00'31''$

S59° 29' 28"W
51.24'
S59° 29' 28"W
17.40'

P.O.C. R=29.50'
L=46.34'
 $\Delta=90^{\circ}00'00''$

N30° 30' 32"W
62.50'
R=87.50'
L=92.78'
 $\Delta=60^{\circ}45'03''$

S30° 30' 32"E
8.00'

R=112.50'
L=124.87'
 $\Delta=63^{\circ}35'42''$

(R) N59° 45' 28"W
N29° 37' 46"W
28.25'

S33° 05' 10"W
130.58'

**P.O.B.
Access Easement**

N29° 37' 46"W
14.67'

S33° 05' 10"W
8.61'

Access Easement 3 FCPID 5252



Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

Instr _____ Recorded _____

Series # _____

SCALE: 1"=100'

DATE: 10/19/2020

DRAWN BY: BD

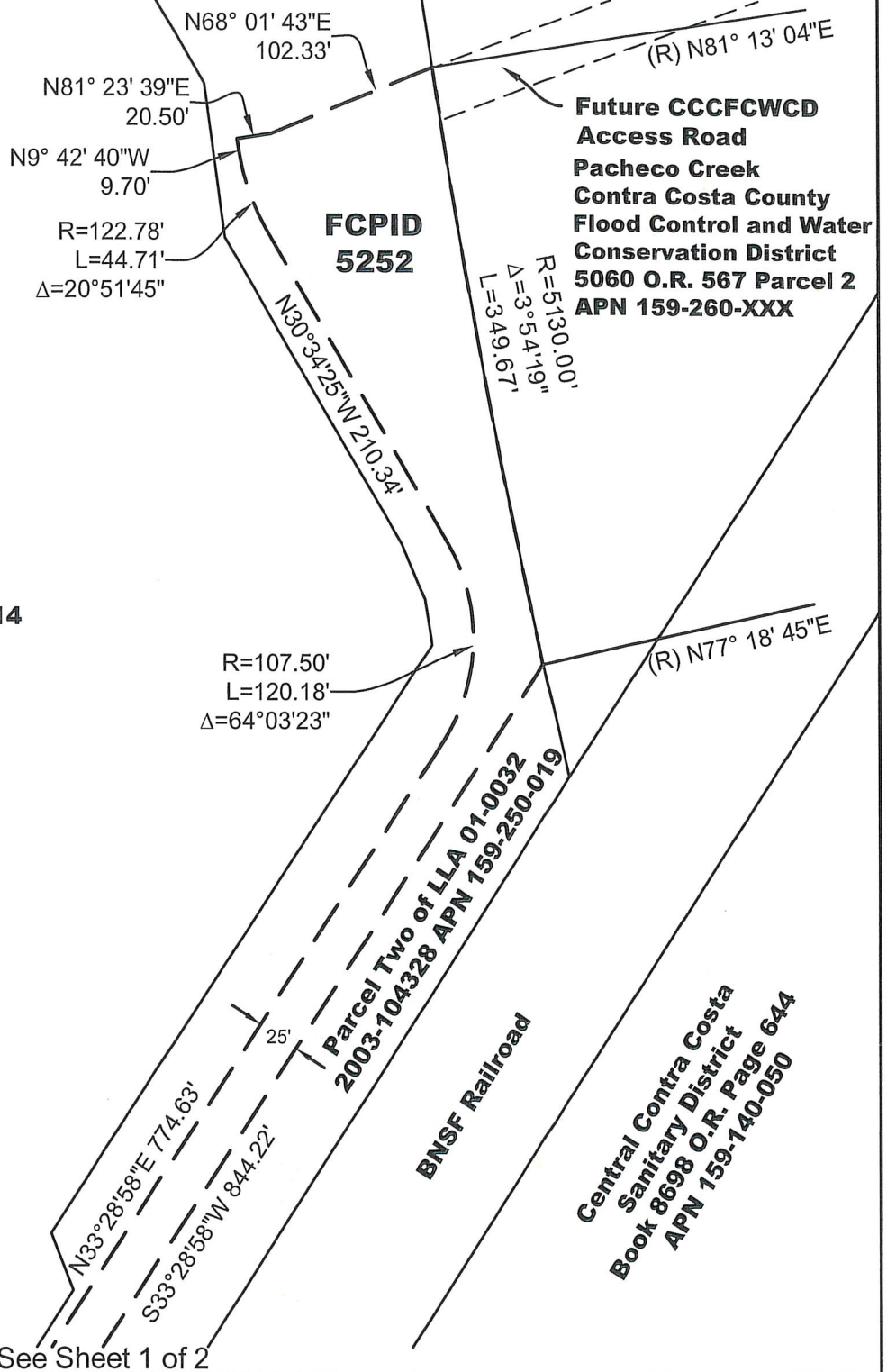
DRAWING NO.

CHECKED BY: JS

FA-20159

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



**IT Corporation
Parcel 2
2001-315918
APN 159-250-014**

**Future CCCFCWCD
Access Road
Pacheco Creek
Contra Costa County
Flood Control and Water
Conservation District
5060 O.R. 567 Parcel 2
APN 159-260-XXX**

R=107.50'
L=120.18'
Δ=64°03'23"

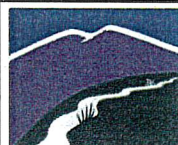
R=5130.00'
Δ=3°54'19"
L=349.67'

(R) N77° 18' 45"E

See Sheet 1 of 2

Access Easement 3 FCPID 5252

Instr _____ Recorded _____
Series # _____



Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

SCALE: 1"=100'

DATE: 10/19/2020

DRAWN BY: BD

DRAWING NO.

CHECKED BY: JS

FA-20159

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

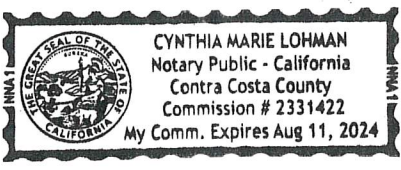
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On January 5, 2021 before me, Cynthia Marie Lohman, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Joseph Sostaric
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cynthia Marie Lohman
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Contra Costa }

On January 5, 2021 before me, Cynthia Marie Lohman, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Mariah P. Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cynthia Marie Lohman
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Approve the Parcel Map and Subdivision Agreement for minor subdivision MS18-00010 (x-ref development plan DP18-0303), Walnut Creek area.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/41 approving the Parcel Map and Subdivision Agreement for minor subdivision MS18-00010 (cross-reference development plan DP18-03031), for a project being developed by Del Hombre Walnut Creek Holdings LLC, as recommended by the Public Works Director, Walnut Creek area. (District IV)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for minor subdivision MS18-00010 (cross-reference DP18-03031) and has determined that all conditions of approval for Parcel Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

The Parcel Map and the Subdivision Agreement will not be approved and recorded.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Randolph Sanders (925)
313-2111

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Brian Louis- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Cinda Tovar- Design & Construction, Chris Hallford -Mapping , Michael Mann- Finance, Jennifer Cruz - DCD, Del Hombre Walnut Creek Holdings LLC, The Hanover Insurance Company

ATTACHMENTS

Resolution No. 2021/41

Parcel Map

Subdivision Agreement & Improvement Security Bond

Tax Letter & Tax Bond

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

Adopted this Resolution on 02/02/2021 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2021/41

IN THE MATTER OF approving the Parcel Map and Subdivision Agreement for minor subdivision MS18-00010 (cross-reference DP18-03031), for a project being developed by Del Hombre Walnut Creek Holdings LLC, as recommended by the Public Works Director, Walnut Creek area. (District IV)

WHERE AS, the following documents were presented for board approval this date:

I. Map

The Parcel Map of minor subdivision MS18-00010 (cross-reference DP18-03031), property located in the Walnut Creek area, Supervisorial District IV, said map having been certified by the proper officials.

II. Subdivision Agreement

A subdivision agreement with Del Hombre Walnut Creek Holdings LLC, principal, whereby said principal agrees to complete all improvements as required in said subdivision agreement within 2 years(s) from the date of said agreement. Accompanying said subdivision agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond

Performance amount: \$10,080.00

Auditor's Deposit Permit No. 821677 Date: January 13, 2021

Submitted by: Del Hombre Walnut Creek Holdings LLC

B. Surety Bond

Bond Company: The Hanover Insurance Company

Bond Number: 1010073 Date: December 29, 2020

Performance Amount: \$997,920.00

Labor & Materials Amount: \$504,000.00

Principal: Del Hombre Walnut Creek Holdings LLC

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2020-2021 tax lien has been paid in full and the 2021-2022 tax lien, which became a lien on the first day of January 2021, is estimated to be \$43,400.00, with security guaranteeing payment of said tax lien as follows:

● Tax Surety

Bond Company: The Hanover Insurance Company

Bond Number: 1010074 Date: January 7, 2020

Amount: \$49,170.00

Submitted by/Principal: Del Hombre Walnut Creek Holdings LLC

NOW, THEREFORE, BE IT RESOLVED:

1. That said subdivision, together with the provisions for its design and improvement, is DETERMINED to be consistent with the County's general and specific plans.
2. That said Parcel map is APPROVED and this Board does hereby *accept subject to installation and acceptance of improvements* on behalf of the public any of the streets, paths, or easements shown thereon as dedicated to public use.
3. That said subdivision agreement is also APPROVED.

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

Contact: Randolph Sanders (925) 313-2111

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Brian Louis- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Cinda Tovar- Design & Construction, Chris Hallford -Mapping , Michael Mann- Finance, Jennifer Cruz - DCD, Del Hombro Walnut Creek Holdings LLC, The Hanover Insurance Company

**PARCEL MAP
SUBDIVISION M.S. 18-0010
DEL HOMBRE**

A ONE LOT SUBDIVISION FOR CONDOMINIUM PURPOSES
PORTION OF THE RANCHO LAS JUNTAS
CONTRA COSTA COUNTY, CALIFORNIA
DATED: DECEMBER 2020



OWNER'S STATEMENT:

DEL HOMBRE WALNUT CREEK HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THE ENTIRE PARCEL MAP AND EMBODIED MAP ENTITLED "PARCEL MAP SUBDIVISION M.S. 18-0010, DEL HOMBRE," COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES; THOSE STRIPS OF LAND DESIGNATED HEREIN AS "DEL HOMBRE LANE RIGHT OF WAY DEDICATION" AS EMBRACED WITHIN THE BODY OF THE HEREIN EMBODIED MAP, FOR THE USES AND PURPOSES OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- OVER AND ACROSS THOSE STRIPS OF LAND DESIGNATED HEREON AS "EVAE" OR EMERGENCY VEHICLE ACCESS EASEMENT, AS SHOWN ON SAID MAP, FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES EXISTING OR OF RECORD.

DEL HOMBRE WALNUT CREEK HOLDINGS LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: 3000 DEL HOMBRE HOLDINGS LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGING MEMBER

BY: _____ DATE: _____

NAME: KATHY K. BINFORD

TITLE: VICE PRESIDENT

OWNER'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL SIGNING THE INSTRUMENT AND THAT THIS CERTIFICATE IS BEING FILED IN ACCORDANCE WITH THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } s.s.
COUNTY OF _____

ON _____ 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, who proved to me _____, on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

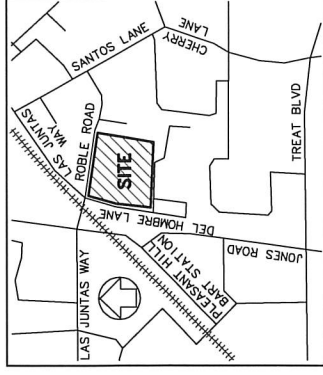
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE: _____ NOTARY PUBLIC _____ PRINTED NAME _____

PRINCIPAL COUNTY OF BUSINESS: _____
COUNTY OF NOTARY: _____
COMMISSION NUMBER OF NOTARY: _____

SEE SHEET 2 FOR BENEFICIARY'S STATEMENT AND ACKNOWLEDGMENT.



VICINITY MAP
NOT TO SCALE

CLERK OF THE BOARD OF SUPERVISORS' CERTIFICATE:

I, DAVID TWA, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED "PARCEL MAP SUBDIVISION M.S. 18-0010, DEL HOMBRE", WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____, AND SAID BOARD OF SUPERVISORS DID ACCEPT AND ACCEPTANCE OF MAP AND DID ACCEPT SUBJECT TO INSTALLATION AND ACCEPTANCE OF IMPROVEMENTS ON BEHALF OF THE PUBLIC ALL OF THE DEL HOMBRE LANE RIGHT OF WAY DEDICATIONS AND EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

I FURTHER CERTIFY THAT ALL TAX LIENS HAVE BEEN SATISFIED AND THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, AND FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR

BY: _____
DEPUTY CLERK

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF PARCEL MAPS AT PAGES _____ THROUGH _____, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

DEBORAH COOPER
CLERK RECORDER IN AND FOR
THE COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SHEET INDEX:

- STATEMENT SHEET AND VICINITY MAP
- STATEMENT SHEET NOTES AND VESTING INFORMATION
- EXISTING BOUNDARY, EASEMENTS AND MONUMENTATION
- NEW PARCEL AND EASEMENTS

APN: 148-170-001, 148-170-022, 148-170-037, 148-170-041, 148-170-042

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE APPLICANT. I HAVE CONDUCTED A REASONABLE INVESTIGATION AND BELIEVE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND IS TRUE AND COMPLETE AS SHOWN AND THAT THE AREA IS 2.400 ACRES, MORE OR LESS.

I FURTHER STATE THAT THE MONUMENTS SHOWN HEREON OCCUPY THE POSITIONS INDICATED AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: _____ ALEX M. CALDER, LLS NO. 8863



COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN PARCEL MAP AND THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND OF LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: _____ JAMES A. STEIN, P. L. S. NO. 6571
COUNTY SURVEYOR

BENEFICIARY'S STATEMENT:

WELLS FARGO BANK, A NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT UNDER THE DEED AND INSTRUMENTS NUMBER 2020-0286989, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND JOINS IN ALL DEDICATIONS HEREON.

AS BENEFICIARY: WELLS FARGO BANK
A NATIONAL ASSOCIATION

BY: _____ DATED: _____
NAME: _____
TITLE: _____

BENEFICIARY'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE IS REQUESTED TO SIGN AND SEAL THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } s.s.
COUNTY OF _____

ON _____ 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, _____, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITIES AND THAT HE/SHE/THEY/ THEIR SIGNATURE(S) ON THE WITHIN INSTRUMENT IS/ARE THE PERSON(S) SIGNATURE(S) OF THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE: _____ NOTARY PUBLIC _____ PRINTED NAME _____
PRINCIPAL COUNTY OF BUSINESS: _____
ADDRESS: _____
COMMISSION NUMBER OF NOTARY: _____

APN: 148-170-001, 148-170-022, 148-170-037, 148-170-041, 148-170-042

NOTES:

- DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- THE 12 FOOT ROADWAY AND UTILITY EASEMENT CREATED BY THE GRANT DEED RECORDED APRIL 7, 1947, IN BOOK 1081 AT PAGE 94, CONTRA COSTA COUNTY RECORDS, AND SHOWN ON SHEET 3 HEREIN, HAS BEEN MERGED WITH THE FEE TITLE AND IS ELIMINATED PURSUANT TO CIVIL CODE SECTION 811.
- GRANTS OF RIGHT OF WAY TO GREAT WESTERN POWER COMPANY OF CALIFORNIA, RECORDED DECEMBER 15, 1922, IN BOOK 430 AT PAGE 104, CONTRA COSTA COUNTY RECORDS, AND RECORDED FEBRUARY 25, 1928, IN BOOK 132 AT PAGE 114, CONTRA COSTA COUNTY RECORDS, FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND TELEPHONE, THE EXACT LOCATION OF WHICH IS SHOWN ON SHEET 3 HEREIN, ARE HEREBY REVERSED AND ELECTRIC COMPANY AS SUCCESSOR TO GREAT WESTERN POWER COMPANY OF CALIFORNIA TO ESTABLISH THE LOCATION OF SAID EASEMENT RECORDED APRIL 15, 1940, IN BOOK 546 AT PAGE 13, CONTRA COSTA COUNTY RECORDS.
- A NON-EXCLUSIVE TEMPORARY EASEMENT FOR A CONSTRUCTION CRANE AS DESCRIBED IN THE TEMPORARY EASEMENT AGREEMENT (CRANE SWING), RECORDED NOVEMBER 24, 2020, AS DOCUMENT NUMBER 2020-0286984, CONTRA COSTA COUNTY RECORDS, THE EXACT LOCATION OF THE 213 FOOT RADIUS IS NOT DEFINED OF RECORD.
- THE EFFECT OF THE AGREEMENT RELEASING AND EXTINGUISHING CERTAIN EASEMENT RIGHTS RECORDED NOVEMBER 24, 2020, AS DOCUMENT NUMBER 2020-286983, CONTRA COSTA COUNTY RECORDS.
- SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANT RECORDED NOVEMBER 24, 2020, AS DOCUMENT NUMBER 2020-0286985, CONTRA COSTA COUNTY RECORDS.
- THE RECORD INFORMATION SHOWN HEREIN IS BASED ON THE PRELIMINARY TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED NOVEMBER 16, 2020, ORDER NUMBER NCS-863423-96-0NT1, UPDATE 1-AMENDED.

VESTING DEEDS:

- APN: 148-170-001
DOCUMENT NUMBER: 2020-0286989 O.R.
RECORDED: NOVEMBER 24, 2020
- APN: 148-170-022
DOCUMENT NUMBER: 2020-0286989 O.R.
RECORDED: NOVEMBER 24, 2020
- APN: 148-170-037
DOCUMENT NUMBER: 2020-0286981 O.R.
RECORDED: NOVEMBER 24, 2020
- APN: 148-170-041
DOCUMENT NUMBER: 2020-0286989 O.R.
RECORDED: NOVEMBER 24, 2020
- APN: 148-170-042
DOCUMENT NUMBER: 2020-0286980 O.R.
RECORDED: NOVEMBER 24, 2020

**PARCEL MAP
SUBDIVISION M.S. 18-0010
DEL HOMBRE**

A ONE LOT SUBDIVISION FOR CONDOMINIUM PURPOSES

PORTION OF THE RANCHO LAS JUNTAS
CONTRA COSTA COUNTY, CALIFORNIA

DATED: DECEMBER 2020



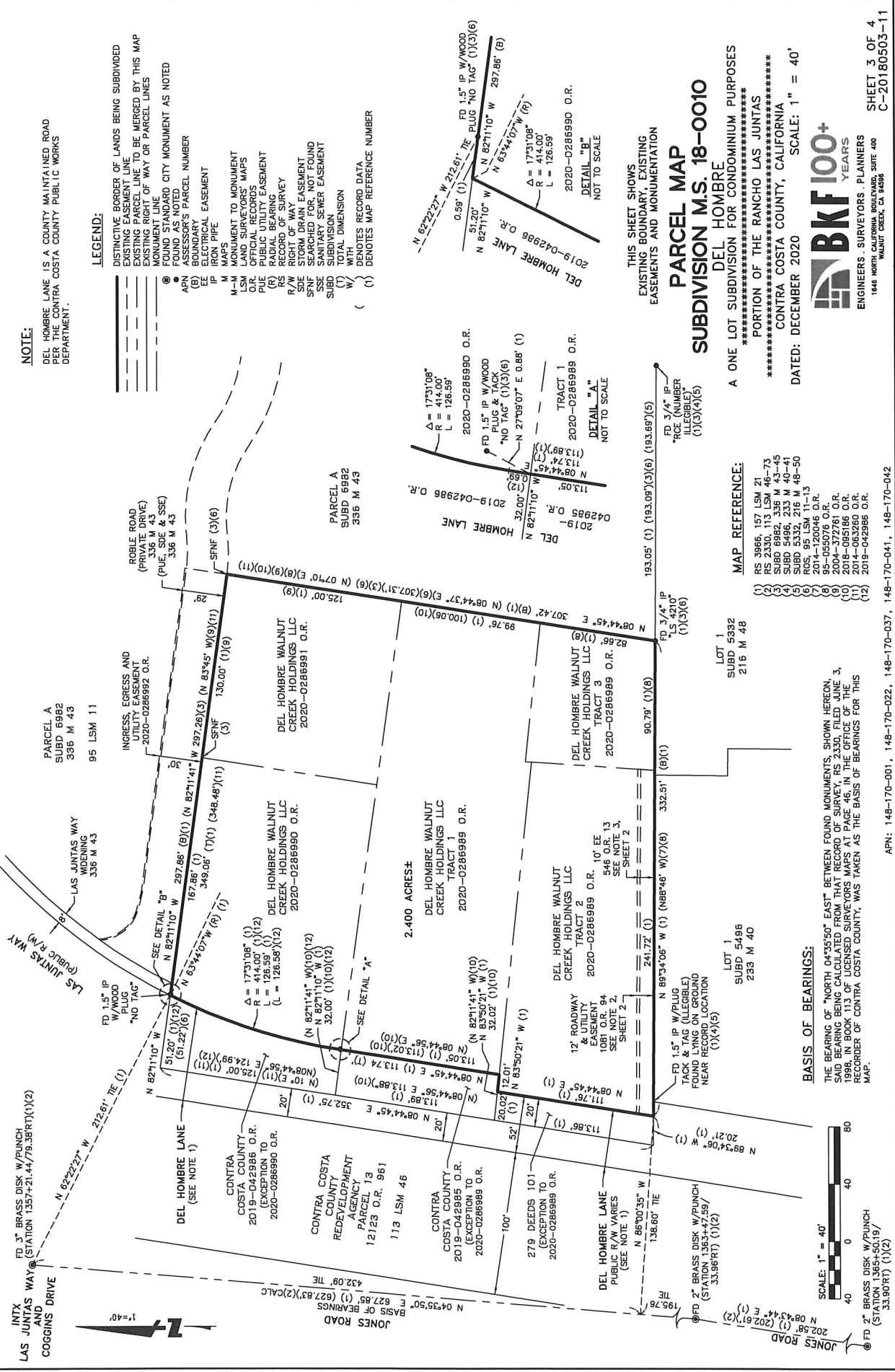
ENGINEERS . SURVEYORS . PLANNERS
1644 NORTH CALIFORNIA BOULEVARD, SUITE 400
MILPITAS, CALIFORNIA 95035

NOTE:

DEL HOMBRE LANE IS A COUNTY MAINTAINED ROAD PER THE CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT.

LEGEND:

- DISTINCTIVE BORDER OF LANDS BEING SUBDIVIDED
- EXISTING EASEMENT LINE
- EXISTING PARCEL LINE TO BE MERGED BY THIS MAP
- EXISTING RIGHT OF WAY OR PARCEL LINES
- MONUMENT LINE
- FOUND STANDARD CITY MONUMENT AS NOTED
- APN
- (A) ASSESSOR'S PARCEL NUMBER
- (B) BOUNDARY
- (C) ELECTRICAL EASEMENT
- (D) IRON PIPE
- (E) MAPS
- (F) MONUMENT TO MONUMENT
- (G) LAND SURVEYORS' MAPS
- (H) OFFICIAL RECORDS
- (I) PUBLIC UTILITY EASEMENT
- (J) RADIAL BEARING
- (K) RECORD OF SURVEY
- (L) STORM DRAIN EASEMENT
- (M) SEARCHED FOR, NOT FOUND
- (N) SANITARY SEWER EASEMENT
- (O) SUBDIVISION
- (P) TOTAL DIMENSION
- (Q) DENOTES RECORD DATA
- (R) DENOTES MAP REFERENCE NUMBER



THIS SHEET SHOWS EXISTING BOUNDARY, EXISTING EASEMENTS AND MONUMENTATION

PARCEL MAP SUBDIVISION M.S. 18-0010 DEL HOMBRE

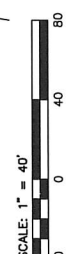
A ONE LOT SUBDIVISION FOR CONDOMINIUM PURPOSES

 PORTION OF THE RANCHO LAS JUNTAS
 CONTRA COSTA COUNTY, CALIFORNIA
 DATED: DECEMBER 2020
 SCALE: 1" = 40'

- MAP REFERENCE:**
- (1) RS 3966, 157 LSM 21
 - (2) RS 2330, 113 LSM 46-73
 - (3) RD 5496, 216 M 40-41
 - (4) SUBD 5332, 216 M 48-50
 - (5) ROS, 95 LSM 11-13
 - (6) 2014-120046 O.R.
 - (7) 95-055076 O.R.
 - (8) 2004-372761 O.R.
 - (9) 2019-083260 O.R.
 - (10) 2019-042986 O.R.
 - (11) 2019-042986 O.R.
 - (12) 2019-042986 O.R.

BASIS OF BEARINGS:

THE BEARING OF "NORTH 04°35'50" EAST BETWEEN FOUND MONUMENTS, SHOWN HEREON, SAID BEARING BEING CALCULATED FROM THAT RECORD OF SURVEY, RS 2330, FILED JUNE 3, 1998, IN BOOK 113 OF LICENSED SURVEYORS' MAPS AT PAGE 46, IN THE OFFICE OF THE COUNTY CLERK OF CONTRA COSTA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.



SUBDIVISION AGREEMENT
(Gov. Code, §§ 66462 and 66463)

Subdivision: DP18-3031 **Effective Date:** **Date Approved By BOS**
Subdivider: Del Hombre Walnut Creek Holdings LLC **Completion Period:** 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY
Brian M. Balbas, Public Works Director

SUBDIVIDER
Del Hombre Walnut Creek Holdings LLC
By: 3000 Del Hombre Holdings LLC, its managing member

By: _____

RECOMMENDED FOR APPROVAL:
By:  _____
Engineering Services Division

By:  _____
Judi Hopper, Vice President

By:  _____
Kathy K. Binford, Secretary

FORM APPROVED: Silvano B. Marchesi, County Counsel

[Note: If Subdivider is a corporation, two officers must sign. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313; Civ. Code, § 1190.) If Subdivider is a limited liability company, Subdivider shall sign in the manner required of corporations, or by two managers, or by one manager, pursuant to the articles of organization (see Corp. Code, §§17151, 17154, 17157.) If Subdivider is a partnership, any authorized partner may sign. Signatures by Subdivider must be notarized.]

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California (hereinafter "County"), and the above-mentioned Subdivider mutually promise and agree as follows concerning this Subdivision:

2. IMPROVEMENTS. Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping and such other improvements (including appurtenant equipment) as required in the improvement plans for this Subdivision as reviewed and on file with the Contra Costa County Public Works Department, as required by the Conditions of Approval for this Subdivision, and in conformance with the Contra Costa County Ordinance Code, including future amendments thereto (hereinafter "Ordinance Code").

Subdivider shall complete said improvements (hereinafter "Work") within the above completion period from date hereof, as required by the California Subdivision Map Act (Gov. Code, §§ 66410 et. seq.) in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Ordinance Code and rulings made thereunder; and where there is a conflict among the improvement plans, the Conditions of Approval and the Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENTS SECURITY. Upon executing this Agreement, the Subdivider shall, pursuant to Gov. Code § 66499 and the County Ordinance Code, provide as security to the County:

A. For Performance and Guarantee: \$ 10,080.00 cash, plus additional security, in the amount of \$ 997,920.00, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

- _____ Cash, certified check or cashier's check.
- _____ Acceptable corporate surety bond.
- _____ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees performance under this Agreement and maintenance of the Work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. For Payment: Security in the amount: \$ 504,000.00, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

- _____ Cash, certified check, or cashier's check
- _____ Acceptable corporate surety bond.
- _____ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees payment to the contractor, to its subcontractors and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

Upon acceptance of the Work as complete by the Board of Supervisors and upon request of Subdivider, the amounts held as security may be reduced in accordance with Sections 94-4.406 and 94-4.408 of the Ordinance Code.

4. GUARANTEE AND WARRANTY OF WORK. Subdivider guarantees that the Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete in accordance with Article 96-4.6, "Acceptance," of the Ordinance Code. Subdivider agrees to correct, repair, or replace, at Subdivider's expense, any defects in said Work.

The guarantee period does not apply to road improvements for private roads that are not to be accepted into the County road system.

5. PLANT ESTABLISHMENT WORK. Subdivider agrees to perform plant establishment work for landscaping installed under this Agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete.

6. IMPROVEMENT PLAN WARRANTY. Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the Board of Supervisors accepts the Work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.

7. NO WAIVER BY COUNTY. Inspection of the Work and/or materials, or approval of the Work and/or materials or statement by any officer, agent or employee of the County indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of its obligation to fulfill this Agreement as prescribed; nor shall the County be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY. Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnitees benefitted and protected by this promise are the County and its special districts, elective and appointive boards, commissions, officers, agents and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before County reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them.

D. Non-Conditions. The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. COSTS. Subdivider shall pay, when due, all the costs of the Work, including but not limited to the costs of relocations of existing utilities required thereby; inspections; material checks and tests; and other costs incurred by County staff arising from or related to the Work, and prior to acceptance of the Work as complete or expiration of any applicable warranty periods, whichever is later.

10. SURVEYS. Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Road Commissioner-Surveyor before acceptance of the Work as complete by the Board of Supervisors.

11. NON-PERFORMANCE AND COSTS. If Subdivider fails to complete the Work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the Work, County may proceed to complete and/or maintain the Work by contract or otherwise and Subdivider agrees to pay all costs and charges incurred by County (including, but not limited to, engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Once action is taken by County to complete or maintain the Work, Subdivider agrees to pay all costs incurred by County, even if Subdivider subsequently completes the Work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, staff costs and all other expenses of litigation incurred by County in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

12. INCORPORATION/ANNEXATION. If, before the Board of Supervisors accepts the Work as complete, the Subdivision is included in territory incorporated as a city or is annexed to an existing city, except as provided in this paragraph, County's rights under this Agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Subdivider, who shall fulfill all the terms of this Agreement as though Subdivider had contracted with the city originally. The provisions of paragraph 8 (Indemnity) shall continue to apply in favor of the indemnitees listed in paragraph 8.A. upon any such incorporation or annexation.

13. RECORD MAP. In consideration hereof, County shall allow Subdivider to file and record the final map or parcel map for said Subdivision.

14. RIGHT OF ENTRY. Subdivider hereby consents to entry onto the Subdivision property, and onto any other property over which Subdivider has land rights and upon which any portion of the Work is to be installed pursuant to the improvement plans, by County and its forces, including contractors, for the purpose of inspection, and, in the event of non-performance of this Agreement by Subdivider, completion and/or maintenance of the Work.

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

State of Texas)
County of Harris)

On December 30, 2020, before me, Tracy Boone,
a Notary Public, personally appeared Judi Hopper, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

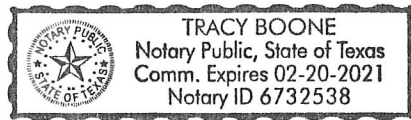
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tracy Boone

Signature

(Seal)



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

State of Texas)
County of Harris)

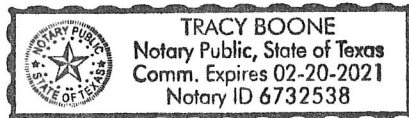
On December 30, 2020, before me, Tracy Boone,
a Notary Public, personally appeared Kathy K. Binford, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tracy Boone
Signature

(Seal)



Subdivision: DP18-3031
Bond No.: 1010073
Premium: \$8,482.00
Any claim under this Bond should be sent
to the following address:
THE HANOVER INSURANCE COMPANY
440 Lincoln Street,
Worcester MA 01653

**IMPROVEMENT SECURITY BOND
FOR SUBDIVISION AGREEMENT**
(Performance, Guarantee and Payment)
(Gov. Code, §§ 66499-66499.10)

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision 18-3031 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

2. **OBLIGATION** DEL HOMBRE WALNUT CREEK HOLDINGS LLC, as Principal, and THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) NINE HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED TWENTY AND 00/100 Dollars (\$ 997,920.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) FIVE HUNDRED FOUR THOUSAND AND 00/100 Dollars (\$ 504,000.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

3. **CONDITION.** This obligation is subject to the following condition.

A. The condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

B. The condition of this obligation, as to Section 2.(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Subdivision Agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, and that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on this bond; and consent is hereby given to make such change, extension of time, alteration or addition without further notice to or consent by Surety; and Surety hereby waives the provisions of Civil Code Section 2819 and holds itself bound without regard to and independently of any action against the Principal whenever taken.

SIGNED AND SEALED on December 29, 2020

Principal: Del Hombre Walnut Creek Holdings LLC
Address: 1780 S. Post Oak Lane, Suite 400
Houston, TX Zip: 77056

Surety: THE HANOVER INSURANCE COMPANY
Address: 440 Lincoln Street,
Worcester MA Zip: 01653

By: 3000 Del Hombre Holdings LLC, its managing member

By: [Signature]
Print Name: Brandt Bowden
Title: Chief Executive Officer

By: [Signature]
Print Name: Melissa L. Fortier
Title: Attorney In Fact

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, § 1190 and Corps. Code, § 313.)]

Form Approved by County Counsel
[Rev. 1/06]

SIGNED AND SEALED on December 29, 2020

Principal: Del Hombre Walnut Creek Holdings LLC

Address: 1780 S. Post Oak Lane, Suite 400

Houston, TX Zip: 77056

By: 3000 Del Hombre Holdings LLC, its managing member

By: 

Print Name: John H. Nash

Title: President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Melissa L. Fortier, Donna L. Williams, Michael J. Herrod, Lupe Tyler, Lisa A. Ward, Vanessa Dominguez, Misty Wright, Terri L. Morrison, and/or Amanda George

Of AON Risk Solutions of Houston, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Five Million and No/100 (\$25,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

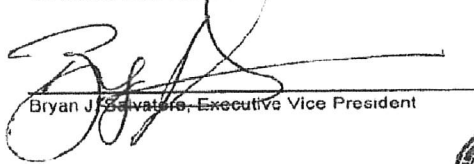
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of December, 2019.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

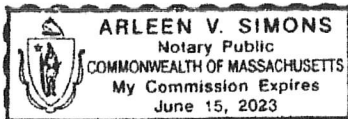

Bryan J. Swartz, Executive Vice President

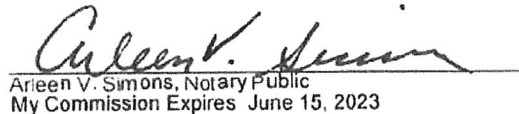

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of December, 2019 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



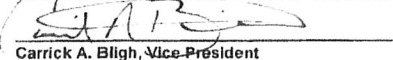

Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 29th day of December 2020

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Carrick A. Bligh, Vice President

Aon Risk Services Southwest, Inc. dba Aon Risk Insurance Services Southwest, Inc.
CA License 0559715

CERTIFICATE OF ACKNOWLEDGMENT OF CORPORATE SURETY

State of Texas §

County of Harris §

Before me, the undersigned authority, on this day personally appeared Melissa L. Fortier, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of The Hanover Insurance Company, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, and in the capacity therein stated.

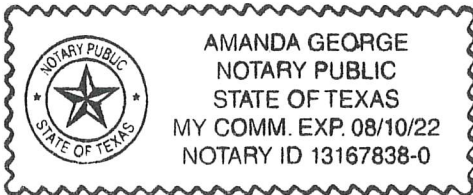
Given under my hand and seal of office this 29th day of December, 2020.

SEAL

Amanda George

Notary Public in and for
The State of TEXAS
Amanda George

My Commission expires: 08/10/2022



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Texas

County of Harris

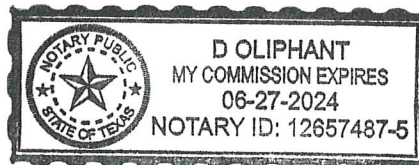
On January 4, 2021 before me D Oliphant, Notary Public, personally appeared Brandt Bowden who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of Texas

County of Harris

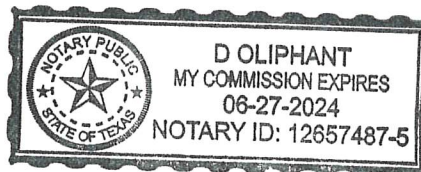
On January 4, 2021 before me D. Oliphant, Notary Public, personally appeared John H. Nash who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public



Tax Collector's Office
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
(925) 957-5280
(925) 957-2898 (FAX)

Contra Costa County

Russell V. Watts
County Treasurer-Tax Collector

Brice B. Bins
Chief Deputy Treasurer-Tax Collector

Lulis Lopez
Assistant Tax Collector



Date: 1/4/2021

IF THIS TRACT IS NOT FILED PRIOR TO THE DATE TAXES ARE OPEN FOR COLLECTION (R&T CODE 2608) ***THIS LETTER IS VOID.***

This will certify that I have examined the map of the proposed subdivision entitled:

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
18-0010	Walnut Creek	98014
Parcel #:	148-170-001-9	148-170-022-5
	148-170-037-3	148-170-041-5
		148-170-042-3

and have determined from the official tax records that there are no unpaid County taxes heretofore levied on the property included in the map.

The 2020-2021 tax lien has been paid in full. Our estimate of the 2021-2022 tax lien, which became a Lien on the **1st day of January, 2021** is :

\$43,400.00

Our estimate for Supplementals taxes is:

\$5,770.00

This tract is not subject to a 1915 Act Bond.

The amount calculated is **void** 45 days from the date of this letter, unless this letter is accompanied with security approved by the Contra Costa County Tax Collector **Subdivision bond must be presented to the County Tax Collector for review and approval of adequacy of security prior to filing with the Clerk of the Board of Supervisors.**

RUSSEL V. WATTS
Treasurer-Tax Collector

By: *Douth Lopez*

TAX BOND FORM

Bond Number 1010074
Premium \$ 418.00 1 year

BOND FOR PAYMENT OF TAXES IN SUBDIVISION LAND

KNOW ALL MEN BY THESE PRESENTS:

That we, DEL HOMBRE WALNUT CREEK HOLDINGS LLC as Principal, and, THE HANOVER INSURANCE COMPANY as Surety, are held and firmly bound unto the COUNTY OF CONTRA COSTA, State of California, in the penal sum of Forty Nine Thousand One Hundred Seventy and 00/100 Dollars (\$ 49,170.00)

for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that Whereas, the said Principal the owners of the parcel of land representing a certain subdivision of real estate, to wit: **** intend to file a map thereof with the County Recorder of CONTRA COSTA County. Parcel Map Subdivision M.S. 18-0010 Del Hombre APN: 148-170-001, **** 148-170-022, 148-170-037, 148-170-041 and 148-170-042

AND WHEREAS, the provisions of the State law requires that this bond be filed with the Board of Supervisors of said County;

NOW, THEREFORE, if said Principal shall pay, or cause to be paid, when due, all taxes and all special assessments collected like taxes, which at the time of filing said map, are a lien against such subdivision, or any part thereof, but not yet payable, then this obligation shall cease and be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have hereunto set their hands and seals this 7th day of January, 2021

ALL PARTIES SIGN AND ACKNOWLEDGE

DATE: 1/14/21
BOND REVIEWED AND APPROVED
CONTRA COSTA COUNTY
TREASURER - TAX COLLECTOR
BY: [Signature]

DEL HOMBRE WALNUT CREEK HOLDINGS LLC
By: 3000 Del Hombre Holdings LLC, its managing member
BY: [Signature]
Name: **KATHY K. BINFORD**
Title: **VICE PRESIDENT**
SURETY

THE HANOVER INSURANCE COMPANY
BY: [Signature]
Melissa L. Fortier, Attorney-in-Fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Melissa L. Fortier, Donna L. Williams, Michael J. Herrod, Lupe Tyler, Lisa A. Ward, Vanessa Dominguez, Misty Wright, Terri L. Morrison, and/or Amanda George

Of AON Risk Solutions of Houston, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Five Million and No/100 (\$25,000,000) in any single instance

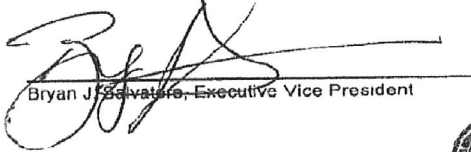
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of December, 2019.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Savatere, Executive Vice President

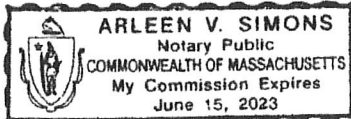
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

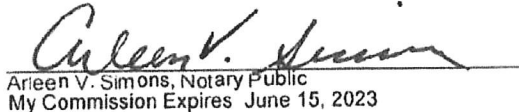

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of December, 2019 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7th day of January 2021

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Carrick A. Bligh, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of TEXAS

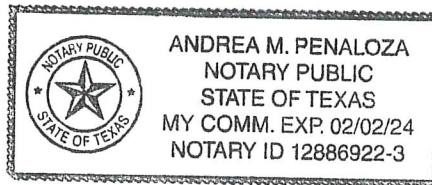
County of HARRIS

On January 7, 2021 before me, Andrea M. Penaloza, Notary Public,
personally appeared Melissa L. Fortier who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea M. Penaloza
Signature of Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

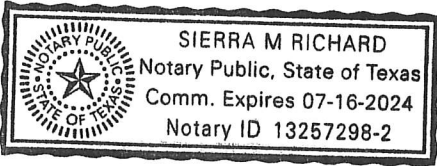
State of Texas

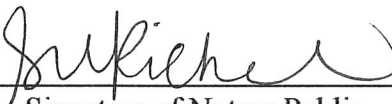
County of Harris

On January 7, 2021 before me, Sierra Richard Notary Public, personally appeared KATH BINFORD who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 
Signature of Notary Public



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Approve revision to the Bylaws for the Iron Horse Corridor. (District II and IV)

RECOMMENDATION(S):

APPROVE a revision to the Bylaws for the Iron Horse Corridor Management Program Advisory Committee to add a seat for the Contra Costa Transportation Authority, as recommended by Supervisors Anderson and Mitchoff. (District II & IV)

FISCAL IMPACT:

All time in the development and implementation of the bylaws is funded by the Iron Horse Corridor Trust Fund.

BACKGROUND:

The Iron Horse Corridor, formerly known as the Southern Pacific Right-of-Way, is 18.5 miles long traversing north-south in Central Contra Costa County. The northern terminus is Mayette Avenue in Concord and the southern terminus is the Alameda County line in San Ramon. The corridor varies in width from 30 to 100 feet and currently has a 10-foot wide, paved multi-use trail (the Iron Horse Trail) managed by the East Bay Regional Park District under a license from the County.

The County’s policy regarding the use and ownership of the facility indicate the right-of-way shall remain in public ownership along its entire route and be used as a non-motorized transportation route (trail) and underground utility corridor, and provide and easement for a potential transit facility.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Carl Roner (925)
313-2213

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Carrie Ricci- Duty, Slava Gospodchikov - Engineering Services , Carl Roner- Special Districts

BACKGROUND: (CONT'D)

In 1997 the Board of Supervisors approve the establishment of the Iron Horse Corridor Management Program and an advisory committee to assist with the development of the management program. The advisory committee developed bylaws in 2001 that have been revised several times. Supervisors from Districts 2 and 4 recommend appointments to the Iron Horse Corridor Management Program Advisory Committee.

On October 12, 2019, Governor Newsom signed Assembly Bill No. 1025 (AB 1025), which relieved Contra Costa County of obsolete conditions in legacy grants from the 1980s related to the acquisition of the Iron Horse Corridor. In addition, the bill removed the requirement of locating a potential transit facility in the Corridor and made changes to the oversight of the Corridor by way of modifications to the Iron Horse Corridor Management Program Advisory Committee. One such change is the addition of a seat for the Contra Costa Transportation Authority (CCTA).

To comply with the requirement of AB 1025, the bylaws are being revised to add a newly created seat for CCTA.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the revision of the Iron Horse Corridor Management Program Advisory Committee Bylaws will result in noncompliance with AB 1025.



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: February 2, 2021

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

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Fionn O'Neill for a T-hangar at Buchanan Field Airport effective January 7, 2021 in the monthly amount of \$350.00, Pacheco area (District IV).

FISCAL IMPACT:

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

BACKGROUND:

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

On

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Beth Lee
(925)681-4200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

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

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

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

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

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

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

Hangar Rental Agmt Fionn O'Neill

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** January 7, 2021 (“**Effective Date**”), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**Airport**”), Fionn O’Neill (“**Renter**”), hereby mutually agree and promise as follows:

2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement (“**Rental Agreement**”) by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit “A” and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.

3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form (“**Renter’s Aircraft**”).

4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # E-10 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site (“**T-Hangar Site**”) and shall hereinafter be described as the “**T-Hangar.**”

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter’s Aircraft. In addition to the storage of Renter’s Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter’s Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

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

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

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

6. **TERM:** This Rental Agreement shall be from month to month commencing **January 7, 2021**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

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



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: APPROVE and AUTHORIZE a License Agreement with the Town of Danville.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a license agreement with the Town of Danville to use a portion of County-owned property for the purposes of construction, maintenance and public use of Town of Danville sidewalk improvements, along, on and across a portion of the Iron Horse Corridor (IHC) between Sycamore Valley Road and Laurel Drive, effective November 1, 2020 through October 31, 2045, Danville area.

FISCAL IMPACT:

The license agreement requires the Town of Danville to pay a one-time administrative cost of \$3,000 to cover staff’s labor charges. This payment will be deposited into 0678-6G5573. (Iron Horse Corridor)

BACKGROUND:

In 2008, Contra Costa County granted a license agreement to the Town of Danville for use of a portion of the IHC between Sycamore Valley Rd. and Laurel Drive for access and maintenance purposes in connection with the Town of Danville’s Park & Ride. The 2008 license agreement expired in 2018. The County acknowledges Danville’s continued use of the IHC since 2018. The County and the Town of Danville both desire to enter into a new Agreement that includes

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Angela Bell, 925.
957-2451

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Carl Roner, Special Districts

BACKGROUND: (CONT'D)

access to and from the IHC along with maintenance and public use of approximately 907 square feet of pedestrian connector sidewalks from a portion of the IHC to the Danville Park & Ride facility. The existing masonry wall will be relocated outside of the IHC and onto Town of Danville property. The Town of Danville obtained an encroachment permit from the County for the construction of the pedestrian sidewalk connectors in connection with its Park & Ride facility.

Both parties have agreed that as consideration of the license agreement, the Town of Danville will make a one-time non-refundable payment of \$3,000 upon execution of the license agreement and maintain the areas granted in the license agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, the County will not be able to grant a license agreement to the Town of Danville.

ATTACHMENTS

License Agreement

LICENSE AGREEMENT

This License Agreement ("Agreement") is dated November 1, 2020, ("Effective Date") and is between CONTRA COSTA COUNTY, a political subdivision of the State of California ("County"), and the TOWN OF DANVILLE, a municipal corporation of the State of California, ("Licensee").

RECITALS

- A. County is the owner of certain real property known and designated as the Iron Horse Corridor ("IHC" or "Property") that runs from Mayette Avenue in the City of Concord to the County Line in the City of San Ramon, California herein identified as the Property.
- B. Licensee desires to obtain a license to use a portion of the Property located between Sycamore Valley Road and Laurel Drive, in the town of Danville ("Licensed Premises"), as identified in Exhibit "A," attached hereto and incorporated herein. The Licensee desires the license in the Licensed Premises to access the rear portion of the Licensee's Park & Ride in order to access and maintain the Park & Ride masonry wall and approximately 907 square feet of pedestrian sidewalk ("Improvements") that connects the Park & Ride to the Property, as shown in Exhibit "B," attached hereto and incorporated herein. Access in the Licensed Premises will also allow for public use of the Improvements.
- C. County is willing to grant Licensee a license to use the Licensed Premises for the above purposes upon the terms and conditions contained herein.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Grant of License.** Subject to the terms and conditions of this Agreement, County hereby grants to Licensee, a nonexclusive license to enter the Licensed Premises for the purpose of access and maintenance of Improvements and for no other use without County's prior written consent. The Parties acknowledge that Licensee has maintained the Improvements within the Licensed Premises without a valid license, but with the County's permission, during the period from and including August 1, 2018, when the prior license agreement between the parties expired, and October 31, 2020 (the "Interim Period").
2. **Term.** The term of this Agreement begins on November 1, 2020, and it ends on October 31, 2045 ("Term"). County and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with thirty (30) days' advance written notice to the other party. In addition, if Licensee violates any term or condition of this Agreement, County may terminate this Agreement on thirty (30) days' advance written notice to Licensee.

3. **Fee.** As partial consideration for this Agreement, Licensee upon execution of this Agreement, Licensee shall pay a nonrefundable fee of Three Thousand Dollars and NO/100 Dollars (\$3,000.00), payable to Contra Costa County. Payment must be mailed to Contra Costa County Public Works Department, 255 Glacier Drive Martinez, CA 94553. Licensee hereby agrees to maintain the Licensed Premises in a safe and attractive condition at its sole cost and expense and as determined by the County in its sole discretion.
4. **Primary Use of Licensed Premises.** The Licensed Premises consists of a corridor that the County is in the process of developing for transportation, utility, and other purposes. Underground utility facilities are already in place and it is anticipated that, in the future, a mass transportation system and additional utility facilities will be constructed or installed on the IHC or Licensed Premises. Any and all rights granted or implied by this Agreement are secondary and subordinate to said primary uses. This Licensee shall not, at any time, use or permit the public to use the Licensed Premises in any manner that will interfere with or impair said primary uses of the Licensed Premises or the use of the Licensed Premises by Co-users as defined below. All rights granted to the Licensee hereunder are subject and subordinate to all existing and future rights, rights of way, reservations, franchises, easements and licenses in the Licensed Premises, regardless of who holds the same (collectively referred to herein as "Co-users"), including the County's right to use the Licensed Premises for emergency or any other purpose.
5. **Permits and Approvals.** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction over the Licensed Premises before Licensee begins any work including but not limited to the agencies listed in Section 7. This Agreement does not constitute governmental approval by Contra Costa County of Licensee's use.
6. **Suspension or Limitation of Use.** County and its Co-users shall have the right, in the County's sole discretion, to suspend or to limit the use of the Licensed Premises by the Licensee and the general public, without compensation to Licensee, for a reasonable amount of time, as solely determined by County, for protection of public safety, or for the construction, installation, operation, maintenance or repair of other facilities on or near the Licensed Premises, or in the event of Licensee's breach of any term or condition of this Agreement, including without limitation failure to carry proper insurance or properly maintain the Licensed Premises. Should such suspension or limitation be necessary, the County shall provide Licensee fifteen (15) days prior notice in writing, except prior written notice will not be required in cases of emergency maintenance or repairs, as determined by the County.
7. **Nonexclusive Right of Use.** Licensee's right to use the Property is nonexclusive. County reserves the right to issue licenses, easements and permits to others for other purposes.
8. **Existing Facilities.** It is understood and agreed that County has leases, licenses, and/or easements with other Co-users for all or a portion of the Property. Such arrangements include an underground petroleum products pipeline right-of-way, a telecommunication conduit system, and may also include other uses such as

underground natural gas, sewer, water and electrical lines, overhead electric and communication lines, or similar uses. Licensee is responsible for locating all facilities and improvements in the Licensed Premises pursuant to any such lease, easement and/or license and agrees to take all precautions required to avoid damage to the facilities and improvements of the Co-users or the Licensed Premises. Licensee agrees that it will be solely responsible for any damage to said facilities and improvements resulting from or in connection with its operations under this Agreement. Licensee further agrees that no alteration of ground elevation or the placement of block walls, retaining walls, fencing, trees, paving or any other improvements or structures shall be made within the Licensed Premises without prior written approval from the County and Co-users whose addresses and last known telephone numbers for notice purposes are:

Central Contra Costa Sanitary District
5019 Imhoff Place
Martinez, CA 94553
Contact: Rick Hernandez
(925) 229-7132

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605-0381
Contact: Luis Gross (510) 635-0138
or Luis Guzman (925) 687-3419

Kinder Morgan Energy Partners, L.P.
SFPP, L.P. (KMEP)
1100 Town and Country Road
Orange, CA 92868
Contact: Don Quinn (714) 560-4940

PG&E
3480 Buskirk Avenue #150
Concord, CA 94518
Contact: Leo Delong
(925) 674-6588

East Bay Municipal Utility District
P.O. Box 94623
Oakland, CA 94623
Contact: Stephen Boeri
(510) 287-1248

Contra Costa Water District
P.O. Box H20
Concord, CA 94524
Contact: Dino Angelsonate
(925) 688-8162

Time Warner
1340 Treat Boulevard, Suite 100
Walnut Creek, CA 94597
Contact: Brent Robinson
(925) 953-7014

The Licensee understands and acknowledges that the absence of markers, monuments, or maps indicating the presence of subterranean facilities, whether belonging to the County or the Co-users, does not constitute a warranty or representation that none exists. The Licensee accepts the license granted hereunder with full cognizance of the potential presence of such facilities, and agrees that 48-hours prior to any subsurface work, the Licensee will contact **Underground Service Alert at (800) 624-2444** to determine whether there are any subterranean facilities within the proposed excavation area.

The holders of the leases, licenses, and/or easements granted by the County have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.

9. **Maintenance.** During the term of this Agreement, the Licensee shall maintain the Licensed Premises in a clean, safe and presentable condition, free from waste, litter and other items incidental to the use of the Licensed Premises, including the condition of the Improvements within the Licensed Premises. As used in this section, the term "litter" shall include, but not be limited to, paper, garbage, refuse, trimmings, and other items, including graffiti, that detract from the neat and tidy appearance of the Licensed Premises. The Licensee agrees to keep the Licensed Premises free from weeds and to abate weeds to local fire district standards. If the Licensee fails to maintain the Licensed Premises and its improvements within the Licensed Premises then, after thirty (30) days prior written notice specifying the needed work, the County may perform or arrange for the work to be performed at the expense of the Licensee, which expense the Licensee agrees to pay to the County upon demand.
10. **Damage.** It is the responsibility of Licensee to contact the County and the holders of any easement, lease, or license to determine that the Licensed Premises is able to support any vehicle brought onto it by Licensee without damage to subsurface or surface facilities. If Licensee's use of the Licensed Premises causes damage to the Property, its vegetation, subsurface or surface facilities, whether during the Interim Period or during the Term of this Agreement, Licensee shall repair all damage and return the Property to a neat and safe condition satisfactory to County and the affected users. This Section 10 shall survive the expiration or termination of this Agreement.
11. **Pollution.** Licensee, at its expense, shall comply with all applicable laws, regulations, rules, and others, with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of County.

No hazardous materials shall be handled at any time upon the Licensed Premises or the Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property due to Licensee's use and of such property, Licensee, at its expense, shall clean all the property affected thereby, whether owned or controlled by County or any third person, to the satisfaction of County (insofar as the property owned or controlled by County is concerned) and any governmental body having jurisdiction over the affected property.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend County, its officers, employees, agents and representatives, and such holders of user rights within the Property, against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by County and/or such other users as a result of Licensee's breach of this section or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during the Interim Period, or during or after the term of this Agreement, unless such liability,

cost or expense is proximately caused solely by the active negligence or willful misconduct of County.

Licensee shall pay all amounts due County under this section within ten (10) days after any demand therefor. This Section 11 shall survive the expiration or termination of this Agreement.

- 12. Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless the County, its officers, employees, agents, and representatives against all liabilities, judgments, costs, and expenses that may in any way accrue against County as a result of the granting Licensee the license, save and except claims or litigation arising from the sole negligence or sole willful misconduct of County.
- 13. Insurance.** Licensee agrees, at no cost to the County, to obtain and maintain during the term of this Agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000 each occurrence and \$2,000,000 general aggregate for all claims or losses due to bodily injury, including death, or damage to property, including loss of loss of use thereof, and to name **Contra Costa County, its officers, agents, and employees as additional insureds** thereunder. Said coverage shall provide for a **thirty (30) day** written notice to County of cancellation or lapse. Licensee shall provide evidence of such coverage to the County prior to execution of this Agreement.
- 14. County's Use of Herbicides.** The Licensee hereby acknowledges and understands that the County, may, at any time use chemical herbicides within the IHC. The Licensee agrees to allow such use, without disruption or challenge, on and around the Licensed Premises. The Licensee hereby waives any claim for liability against the County for any damage resulting from such use.
- 15. Assignment - Subletting.** Licensee may not assign or sublet Licensee's rights under this Agreement.
- 16. County's Title.** Licensee hereby acknowledges County's fee title in and to the Property and agrees never to assail or to resist the County's title. Licensee agrees that it has not acquired, nor will it ever acquire, any rights or interest in the Property as a result of this Agreement or otherwise, nor does Licensee have, nor will it obtain, any right or claim to the use of the Property beyond that specifically granted in this Agreement. Construction of any improvements by Licensee on or about the Property does not give rise to an agreement coupled with an interest. The foregoing does not preclude Licensee from purchasing the Property under a separate agreement with County, which would be a separate discretionary action of the County. Nothing in this Agreement commits the County to negotiating or entering into such a separate agreement with Licensee.
- 17. Surrender of the Property.** Upon the expiration or termination of this Agreement, (i) Licensee may remove any Improvements installed by Licensee on the Property, and (ii) County may require the Licensee to remove any Improvements installed by Licensee on the Property. Following the removal of any Improvements from the Property, Licensee shall restore the Property to the condition existing just prior to

the Licensee's use of the Property, at no cost to the County. If Licensee fails to remove the Improvements, County may remove the Improvements at Licensee's sole expense, and Licensee shall immediately reimburse County upon Licensee's receipt of an invoice therefor. This Section 17 shall survive the expiration or termination of this Agreement.

- 18. Entire Agreement.** This instrument contains the entire agreement between the parties relating to this Agreement. No amendment or modification of this Agreement is valid or binding unless made in writing and signed by both parties.
- 19. Notices.** Notices under this Agreement must be in writing and will be effective when either delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by recognized overnight courier service, and directed to the other party at its address as stated in this Agreement, or such other address as a party may designate by written notice.

Licensee: TOWN OF DANVILLE
Attn: City Engineer
510 La Gonda Way
Danville, CA 94526
Telephone: (925) 314-3319

County: Real Estate Division
Public Works Department
Contra Costa County
255 Glacier Drive
Martinez, CA 94553
(925) 313-2000

- 20. Governing Law.** This Agreement is governed by the laws of the State of California.

[Signatures on next page.]

The parties are signing this Agreement as of the Effective Date set forth in the introductory paragraph.

CONTRA COSTA COUNTY

A political subdivision of the State of California

LICENSEE

TOWN OF DANVILLE

By _____
Brian M. Balbas
Public Works Director

By _____
Joseph A. Calabrigo,
Town Manager

Date: _____
(Date of Approval)

Date _____
(Date signed by Licensee)

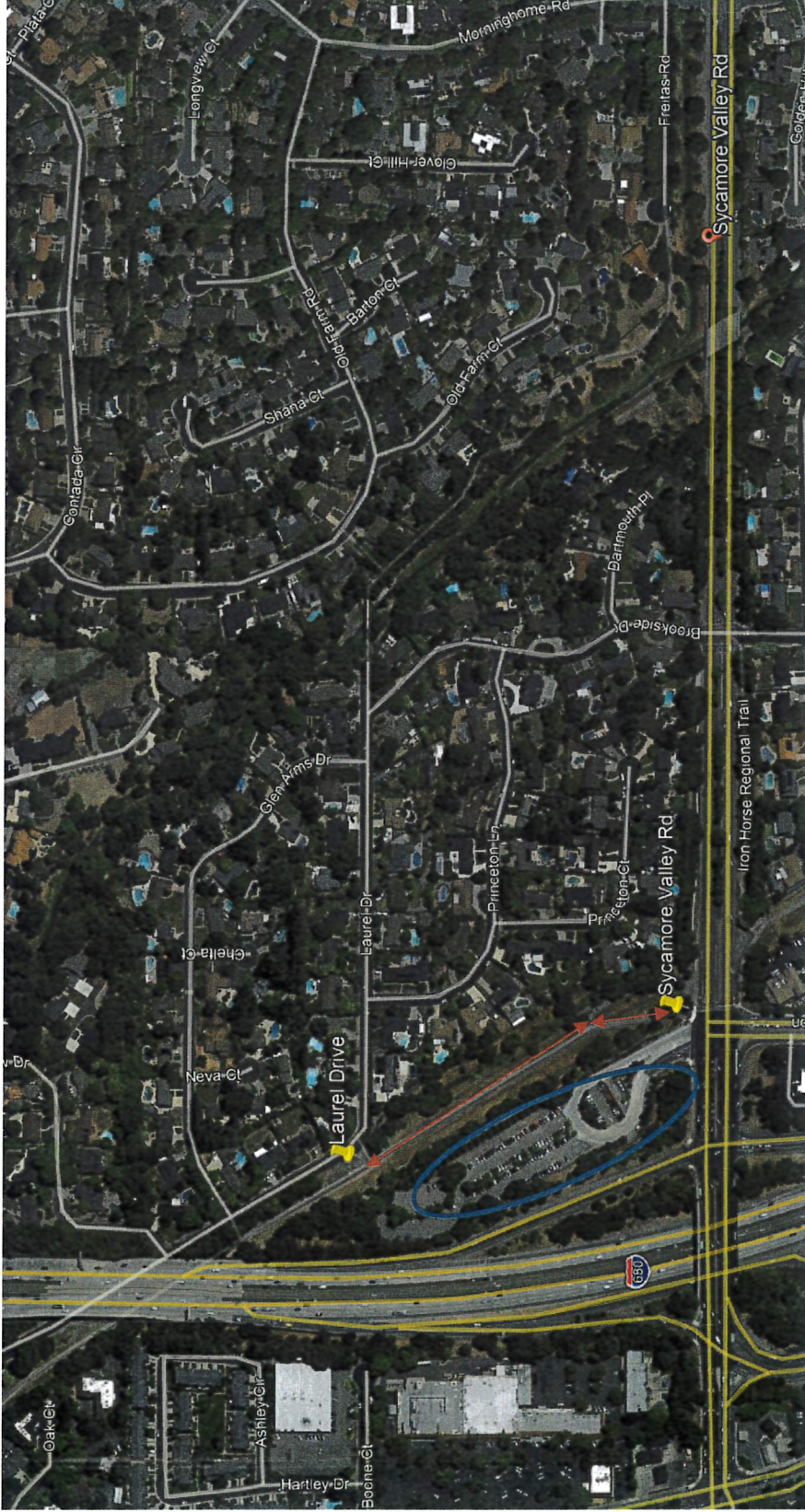
RECOMMENDED:

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
Angela Bell
Senior Real Property Agent

AB:dw:ss:ab:dw
G:\realprop\Danville Park and Ride\AG.29 License Agreement (County) - Danville Park and Ride Connection Iron Horse Corridor Draft 11-23-20.doc
Rev. 2/2019

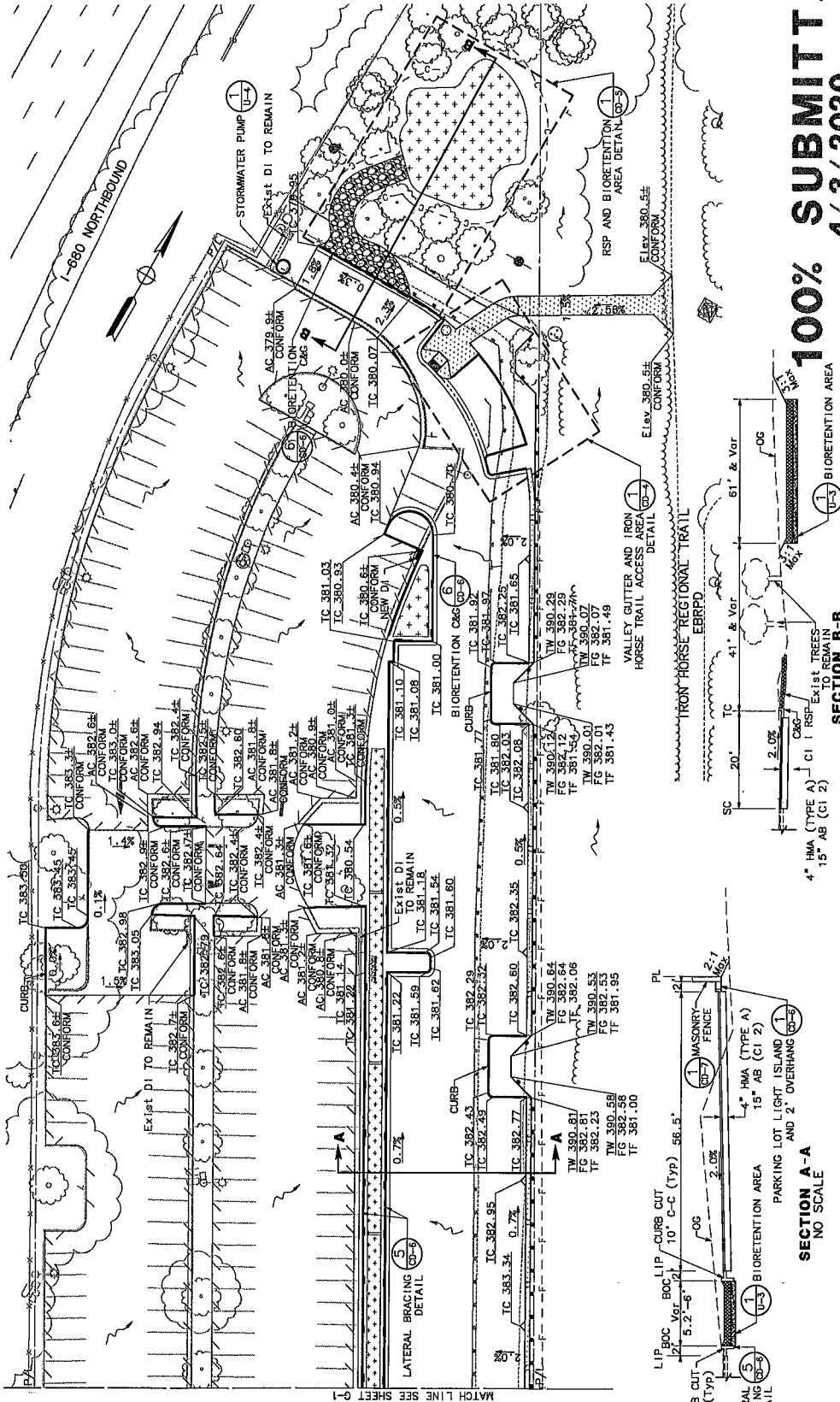
EXHIBIT A
LICENSED PREMISES
Between Laurel Drive and Sycamore Valley Rd.



○ Danville Park and Ride

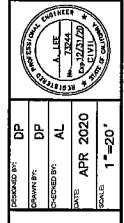
↔ Iron Horse Corridor

NOTE:
FOR NOTES AND LEGEND, SEE SHEET G-1.



100% SUBMITTAL
4/3/2020

9 OF 41 SHEETS
SCALE: 1"=20'
SHEET
G-2
PROJ. NO. 18104



GRADING PLAN
DANVILLE PARK AND RIDE EXPANSION
DANVILLE, CALIFORNIA
CIP C-598

DESIGNED BY: DP
DRAWN BY: DP
CHECKED BY: AL
DATE: APR 2020
SCALE: 1"=20'

MARK THOMAS
3000 OAK ROAD, SUITE 650
WALNUT CREEK, CA 94597
(925) 938-0383



NO WORK SHALL BE DONE ON THIS PROJECT WITHOUT THE GRADING AND UNDERGROUND SERVICE ALERT CALL: TOLL-FREE 1-800-642-2444

REV.	DATE	DESCRIPTION

SECTION A-A
NO SCALE

SECTION B-B
NO SCALE



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: APPROVE and AUTHORIZE a Right of Entry with Gonsalves & Santucci, Inc. d/b/a Conco, Martinez area.

RECOMMENDATION(S):

As the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a Right of Entry agreement with Gonsalves & Santucci, Inc. (dba Conco), (Grantor) authorizing the District to use Grantor-owned property identified as Assessor's Parcel Numbers 159-250-006, -018, -019, -021, and -022, for access and construction purposes in connection with the construction and maintenance of the District's Lower Walnut Creek Restoration Project, Martinez area. Project No.: 7520-6B8285

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

In 2019, the County Board of Supervisors approved the Lower Walnut Creek Restoration Project (Project) for the purpose of restoring and enhancing wetlands and associated habitats in Lower Walnut Creek and providing sustainable flood management, while allowing opportunities for public access and recreation. The South Reach portion of the Project generally consists of transporting soil from the North Reach to the South Reach, constructing levees and access roads, removing

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Angela Bell, 925.
957-2451

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Paul Detjens, Flood Control District

BACKGROUND: (CONT'D)

existing levees, excavating tidal channels, and planting native vegetation. On November 19, 2019, the Board adopted a Mitigated Negative Declaration for the Project (State Clearinghouse No 2019099043).

Grantor owns property within the South Reach located between the Pacheco and Walnut Creeks and identified as Assessor's Parcel Numbers 159-250-006, -018, -019, -021, and -022 (Property). The Project requires the District to acquire five (5) temporary easements and one permanent access easement in the Property (Easements). The Public Works Real Estate Division is acquiring the Right of Entry in tandem with the required valuation and acquisition process for the Easements. The Right of Entry will convey necessary land rights to allow the District to advertise its Project while Real Estate and the Grantor continue to negotiate terms and compensation for the acquisition of the Easements.

As a condition of, and as partial consideration for, the rights granted under the Right of Entry, the Grantor is requiring the District to indemnify Grantor from liabilities that arise from the District's use of the Easement areas under the Right of Entry. The risk to the District can be mitigated by requiring the Project construction contractor to indemnify and defend the District from liabilities that arise during construction.

The Right of Entry has been approved as to form by County Counsel. Flood Control staff recommend that the Board approve execution of the Right of Entry so that Project construction can proceed as planned.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval, the District will not have all of the necessary property rights in order to construct the Project.

ATTACHMENTS

Right of Entry

RIGHT OF ENTRY

Contra Costa County
Flood Control & Water Conservation District
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553

Project: Lower Walnut Creek Restoration
Project No.: 7520-6B8285
Portion of Parcels: 159-250-006, -018, -019, -021, -022

Effective January 1, 2021, Gonsalves & Santucci, Inc., a California corporation, dba CONCO, ("Grantor") hereby grants permission to Contra Costa County Flood Control & Water Conservation District ("District"), its contractors, agents, and assigns, to enter upon its land, as described in Exhibits A and outlined on Exhibits B, attached hereto and made a part hereof, (the "Roadway Property") for the purpose of restoring and enhancing wetland and associated habitats in Lower Walnut Creek and providing sustainable flood management, while allowing opportunities for public access and recreation and accomplishing all necessary incidents thereto – the Lower Walnut Creek Restoration Project (the "Project").

It is understood that this permission is not a waiver in any way of the right to compensation for such land or of any remedy authorized by law to secure payment therefor.

This permission is granted on the understanding that the District will hereafter without unnecessary delay negotiate with the undersigned, and any other person, if any, having any right, title, or interest in the Roadway Property, to agree upon terms of compensation, and that, if any agreement cannot be reached, the District will promptly commence eminent domain proceedings to have such compensation determined.

This permission is granted in consideration of the location, improvement and construction of said Project and incidents thereto, which it is understood is required by the Contra Costa County Flood Control & Water Conservation District, Public Works Department, and shall continue in effect until all property rights required for the Project have been acquired by the District, either through negotiated purchase and sale in lieu of condemnation, or through eminent domain proceedings. The location of Access Easement 4, described in Exhibit "A" may be relocated from time to time as mutually agreed upon by Grantor and District's Chief Engineer, or designee, provided that the Chief Engineer, or designee, determines such relocated Access Easement 4 is consistent with being substantially the same dimensions, having the substantially the same contiguity, and providing substantially the same access, as Access Easement 4 described in Exhibit "A." Upon any relocation of Access Easement 4, in accordance with the terms hereof, the parties will prepare a new instrument and, if necessary, amendment to this Right of Entry to document the relocation.

Site 1 and Site 2 Temporary Construction Easements along with the Temporary Access Easements will be for a period of seventeen months, to commence on February 1, 2021 and terminate June 30, 2022.

To the extent permitted by law, and except as otherwise provided herein, the District shall indemnify, defend, and save harmless Grantor, its officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses (including reasonable attorneys' fees and costs of defense), claims, and demands of whatever character, (collectively, "Liabilities") to the extent that the Liabilities arise from or are connected with

the negligence or willful misconduct of the District, its officers, employees, contractors, or agents while occupying and using the Roadway Property for the Project under this Right of Entry. Notwithstanding anything to the contrary herein, the Liabilities covered by this paragraph do not include any of the following damages to the extent that they are compensable under the Eminent Domain Law and claimed by the Grantor (collectively "Condemnation Damages"): compensation for the Roadway Property; removal of landscaping and improvements, if any; interference with any easements; other damages of every kind and nature accruing by reason of the acquisition of the Roadway Property and damages for the design, construction, and operation thereon of the public improvement as proposed and constructed; pre-condemnation planning and other activities by the District; severance damages, pursuant to Code of Civil Procedure section 1263.420, if any; damages for loss of goodwill, pursuant to Code of Civil Procedure section 1263.510, if any; and any lost rent, lost income, or increased expenses; statutory costs; statutory interest; and any attorney's fees as may be awarded under the Eminent Domain Law. The Grantor and the District agree that Condemnation Damages, if any, will be the subject of negotiation by the parties following an appraisal of the Roadway Property.

Grantor acknowledges: that the District's Project is a public project that will be constructed on public property owned by the District; that, under state law, any Project subcontractor's sole remedy for nonpayment would be to file a stop payment notice with the District; and that on publicly-owned projects located on public property, a mechanic's lien cannot be used to secure a payment obligation. However, if a District contractor, or a subcontractor, performing work on the Project records a mechanic's lien against property owned by the Grantor to seek to assert or secure a claim to payment on the District's Project, the District, at its expense, will be responsible for taking actions necessary to cause the lien to be released or expunged.

Section 1245.235 of the Code of Civil Procedures requires the Contra Costa County Board of Supervisors, acting as the Contra Costa County Flood Control & Water Conservation District Board of Directors, to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the Board of Supervisors and be heard on the matters referred to in Section 1240.030, 1240.510 and 1240.610 of the Code of Civil Procedure, which provides that the power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- (a) The public interest and necessity require the project.
- (b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (c) The property sought to be acquired is necessary for the project.
- (d) The offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.
- (e) And, where some of the property to be acquired is appropriated to a public use, that the proposed use is a more necessary use than the use to which the property is now put, or a compatible public use.

By granting this right of entry to the District, Grantor hereby waives its right to appear and be heard on the foregoing matters. Grantor hereby agrees that the District can establish the truth of the above quoted matters, and Grantor will not

contest the adoption of a Resolution of Necessity by the Board of Supervisors (under Section 1245.255 of the Code of Civil Procedure). It is understood that the issues which will be determined in any subsequent eminent domain proceeding will be limited to those of just compensation for any Condemnation Damages as they relate to the property covered by this agreement, and no issues will be raised therein or in preliminary proceedings thereto challenging the public use or necessity of the project, or the utilization of the property covered by this right of entry.

It is understood that the District will pay interest on the just compensation paid from the date of possession by the District (i.e., beginning on the effective date first written above). The rate of interest will be the rate of earnings of the Surplus Money Investment Fund and computation will be in accordance with Section 1268.350 of the Code of Civil Procedure. Interest will be computed to and including the date of deposit of compensation.

RECOMMENDED FOR APPROVAL

GONSALVES & SANTUCCI, INC.
dba CONCO

BY _____
Angela Bell
Senior Real Property Agent

BY 
Joe Sostaric
Conco Vice-President

ACCEPTED & APPROVED:

CONTRA COSTA COUNTY
FLOOD CONTROL & WATER

BY 

CONSERVATION DISTRICT

BY _____
Brian M. Balbas
Chief Engineer

AB:dw:ss:dw
G:\realprop\Flood Control\Lower Walnut Creek Restoration\Gonsalves Santucci\Right of Entry\PR.01A Right of Entry - Flood Control & Conco final 1-6-21.doc

Temporary Construction Access Easements
Gonsalves & Santucci Inc.
Portion of APN 159-250-018, 159-250-019 and 159-250-022

EXHIBIT "A"

Real property located in an unincorporated area of the County of Contra Costa, State of California, being a portion of Section 15, Township 2 North, Range 2 West, Mount Diablo Meridian, also being a portion of the property described as Parcel 1 in the Certificate of Compliance for Lot Line Adjustment LLA 01-0032, recorded March 6, 2003 in Recorder's Series Number 2003-0104329, a portion of Parcel 2 in the Certificate of Compliance for Lot Line Adjustment LLA 01-0032, recorded March 6, 2003 in Recorder's Series Number 2003-0104328 and a portion of that parcel described in the Grant Deed from LandBank Baker, L.L.C. to Gonsalves & Santucci, Inc. recorded July 2, 2002 in Recorder's Series Number 2002-0232100, Contra Costa County records, described as follows:

Temporary Construction Access Easements

Temporary construction easements (TCE), having a minimum width of 24.00 feet, to provide ingress and egress for construction related activities to the Contra Costa County Flood Control and Water Conservation Districts' Temporary Construction Easement Site 1 and Temporary Construction Easement Site 2, from the Permanent Access Easement located at Point of Access #1 as designated in the attached Exhibit B for a period of seventeen months, to commence on February 1, 2021 and terminate on June 30, 2022.

The location of said easements to follow over and across those portions of existing and proposed roadways within said Parcel 1, said Parcel 2 and said Parcel (2002-232100) as they have currently been constructed, are currently proposed for construction, the approximate location thereof shown on attached Exhibit B, or as they may be relocated from time to time by such other route mutually agreed upon by the parties hereto.

Containing 132,333 square feet (3.038 acres), more or less

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

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

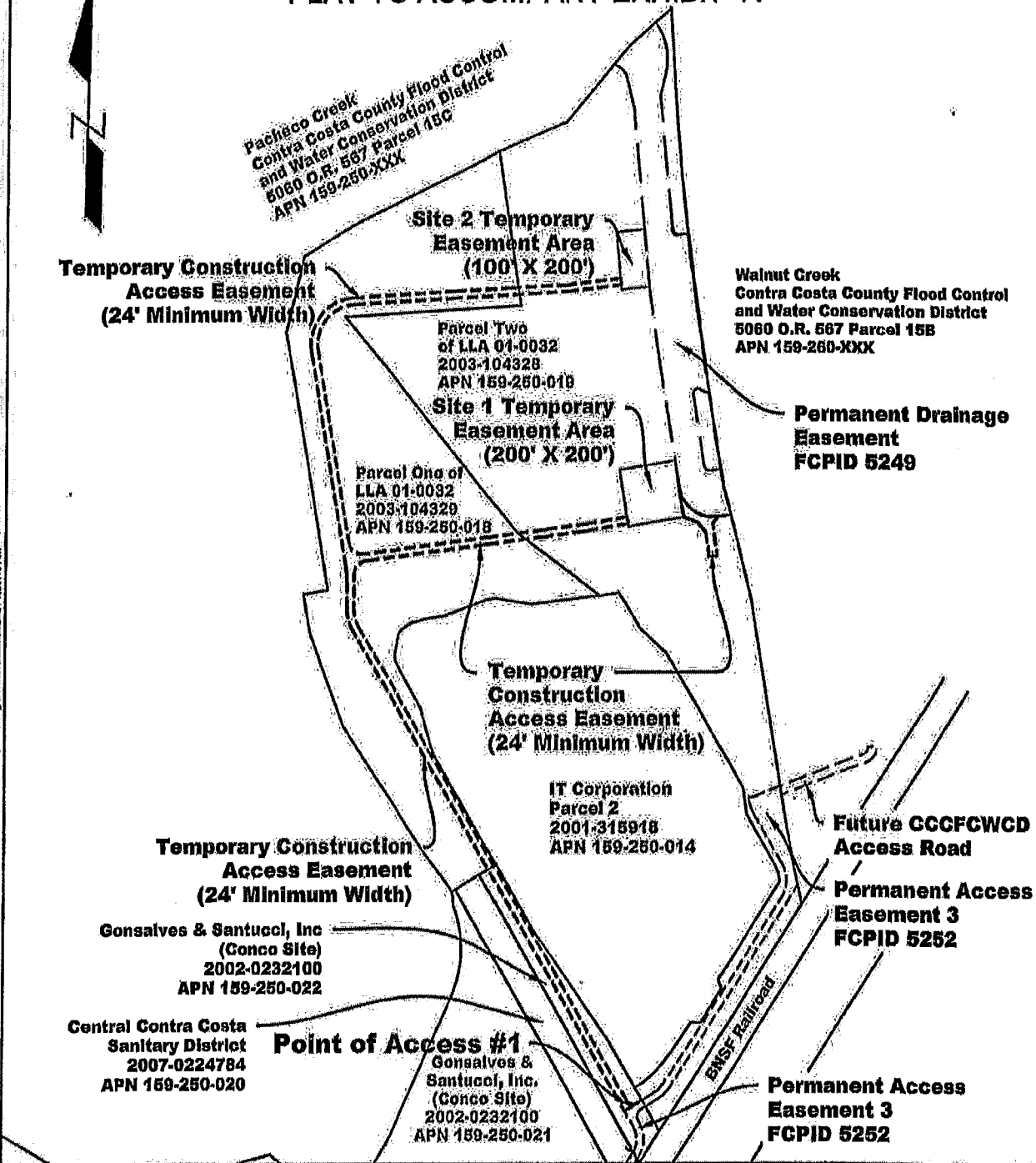
Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 1/6/2021



EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



File Path: N:\GIS\Projects\2021\20210515\Lower Walnut Creek Restoration\MCAD\WO 8285 Lower Walnut Creek Restoration Easements 1-5-21.dwg; Plot Date: 1/6/2021 7:36:06 AM

Temporary Construction Access Easements

Instr. _____ Recorded _____

Series # _____



Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

SCALE: 1"=500'	DATE: 1/6/2021
DRAWN BY: BD	DRAWING NO. _____
CHECKED BY: JS	

Sites 1 and 2 Temporary Construction Easements
Gonsalves & Santucci Inc.
Portion of APN 159-250-019

EXHIBIT "A"

Real property located in an unincorporated area of the County of Contra Costa, State of California, being a portion of Section 15, Township 2 North, Range 2 West, Mount Diablo Meridian, also being a portion of the property described as Parcel 2 in the Certificate of Compliance for Lot Line Adjustment LLA 01-0032., recorded March 6, 2003 in Recorder's Series number 2003-0104328, Contra Costa County records, described as follows:

Site 1 (200'X200') Temporary Construction Easement

A temporary construction easement (TCE) for construction purposes and incidents related thereto, upon, in, over and across the property described below for a period of seventeen months, to commence on February 1, 2021 and terminate on June 30, 2022.

Commencing at the north corner of said Parcel 2 (2003-0104328); thence, along the east line of said Parcel 2, south 3°32'45" east for a distance of 225.54 feet to the beginning of a tangent curve, concave to the east, having a radius of 10,660.00 feet; thence continuing along said east line of Parcel 2, along said curve through a central angle of 5°39'57" for an arc distance of 1054.14 feet; thence continuing along said east line of Parcel 2 south 9°12'42" east for a distance of 403.42; thence continuing along said east line of Parcel 2 south 14°51'40" east for a distance of 77.31 feet; thence leaving said east line of Parcel 2 south 80°51'17" west for a distance of 166.57 feet to the Point of Beginning; thence south 80°51'17" west for a distance of 200.00 feet; thence north 09°08'43" west for a distance of 200.00 feet; thence north 80°51'17" east for a distance of 200.00 feet; thence south 09°08'43" east for a distance of 200.00 feet to the point of beginning.

Containing 40,000 square feet (0.918 acres), more or less

Site 2 (100'X200') Temporary Construction Easement

A temporary construction easement (TCE) for construction purposes and incidents related thereto, upon, in, over and across the property described below a period of seventeen months, to commence on February 1, 2021 and terminate on June 30, 2022.

Commencing at the northeast corner of previously described Site 1 Temporary Construction Easement; thence north 09°08'43" west for a distance of 364.84 feet; thence north 08°12'54" west for a distance of 249.10 feet to the Point of Beginning; thence south 84°44'53" west for a distance of 100.00 feet; thence north 05°15'07" west for a distance

of 200.00 feet; thence north 84°44'53" east for a distance of 100.00 feet; thence south 05°15'07" east for a distance of 200.00 feet to the point of beginning.

Containing 20,000 square feet (0.459 acres), more or less

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

The location of said easements (Site 1 and Site 2) within said Parcel 2 may be relocated from time to time in a manner as mutually agreed upon by the parties hereto, consistent with being the same dimensions and being contiguous to the western boundary of the permanent drainage easement (FCPID 5249) as shown on the attached Exhibit "B".

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 11/23/2020

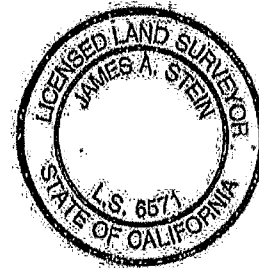
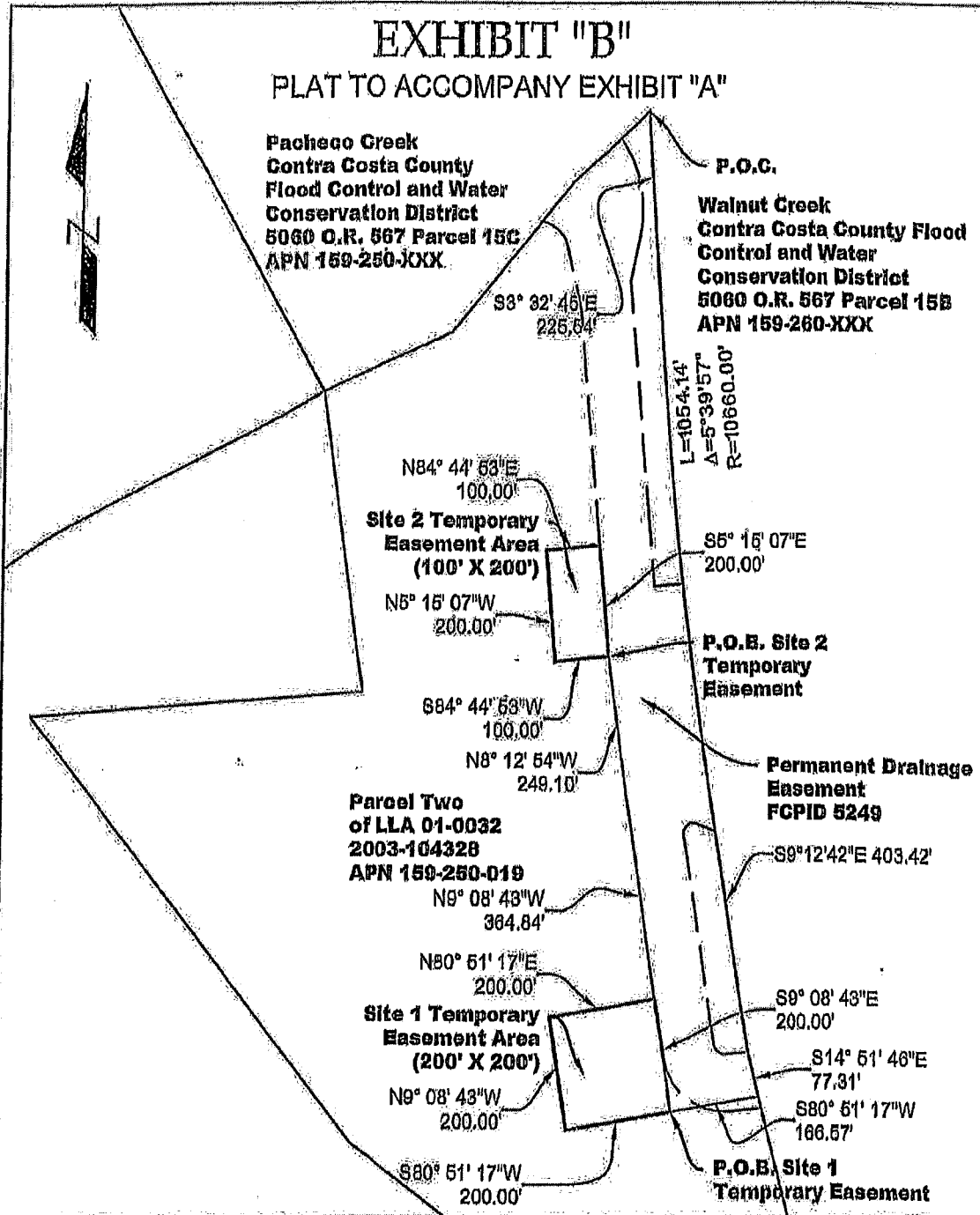


EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



Temporary Construction Easements Sites

Instr. _____ Recorded _____

Series # _____



Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

SCALE: 1"=250'

DATE: 10/19/2020

DRAWN BY: BD

DRAWING NO. _____

CHECKED BY: JS

Access Easement 4
Gonsalves & Santucci Inc.
Portion of APN 159-250-021 and 159-250-006

EXHIBIT "A"

Real property located in an unincorporated area of the County of Contra Costa, State of California, being a portion of Section 15, Township 2 North, Range 2 West, Mount Diablo Meridian, also being a portion of that parcel described in the Grant Deed from LandBank Baker, L.L.C. to Gonsalves & Santucci, Inc. recorded July 2, 2002 in Recorder's Series Number 2002-0232100, and a portion of that parcel described as Lot 1 of Lot Line Adjustment #LL03-83 in the Corporation Grant Deed from Vinehill Investments, Inc. to Gonsalves & Santucci, Inc. recorded April 12, 2004 at Recorder's Series Number 2004-0125820, Contra Costa County records, described as follows:

Access Easement 4 FOPID 5253

An easement, having a minimum width of 25.00 feet, to provide ingress and egress from the Burlington Northern Santa Fe Railroad Right of Way at a location designated as Access Location "A" to the Contra Costa County Flood Control and Water Conservation Districts' Right of Way at a location designated as Access Location B as shown on attached Exhibit B over and across said Parcel (2002-0232100) and said Lot 1.

The location of said easement to follow an existing roadway within said Parcel (2002-0232100) and said Lot 1 as it has currently been constructed, the approximate location thereof shown on attached Exhibit B or as it may be relocated from time to time by such other route mutually agreed upon by the parties hereto.

Containing 26,790 square feet (0.615 acres), more or less

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

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: _____

10/30/2020



EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

Discovery Builders, Inc.
 Lot 2 of Lot Line
 Adjustment LL03-83
 APN 380-030-046

Racheco Creek
 Contra Costa County Flood
 Control and Water
 Conservation District
 5888 O.R. 588

Gonsalves & Santucci, Inc.
 (Conco Site)
 2002-0232100
 APN 159-250-021

Gonsalves & Santucci, Inc.
 2004-0125820
 Lot 1 of Lot Line
 Adjustment LL03-83
 APN 159-250-006

Approximate location
 Access Easement
 (25' min width)

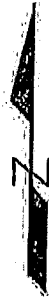
Access Location "B"

Access Location "A"

FCPID 5253

BNSF Railroad

BNSF
 Railroad



Access Easement 4 FCPID 5253

Instr. _____ Recorded _____

Series # _____



Contra Costa County
 Public Works Department
 255 Glacier Drive
 Martinez, CA 94553

SCALE: 1"=150'

DATE: 10/19/2020

DRAWN BY: BD

DRAWING NO.

CHECKED BY: JS

FA-20160



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: February 2, 2021

Subject: Approve the BF Terminal Replacement Project & Authorize the Public Works Director, or designee, to advertise the Project, Concord

RECOMMENDATION(S):

1. APPROVE the plans and specifications prepared by The KPA Group for the construction of a new 18,657 square foot terminal building at Buchanan Field Airport in Concord to be used for general aviation, Airport Rescue and Fire Fighting (ARFF) and airport administration purposes (Construction Project).
2. APPROVE the bid documents for the Construction Project.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Beth Lee (925)
681-4200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

3. AUTHORIZE the Public Works Director, or designee, to solicit bids to be received on or about April 22, 2021, and issue bid addenda, as needed, for clarification of the bid documents, provided any changes made do not significantly increase the construction cost estimate.

4. DIRECT the Clerk of the Board to publish, at least 14 calendar days before the bid opening date, the Notice to Contractors in accordance with Public Contract Code Section 22037, inviting bids.

5. DIRECT the Public Works Director, or designee, to send notices by email or fax and by U.S. Mail to the construction trade journals specified in Public Contract Code Section 22036 at least 15 Calendar days before the bid opening.

FISCAL IMPACT:

Construction of the project has no negative impact on the General Fund. The total estimated construction cost is \$11.7 million, which will be funded by a combination of funds received from the Federal Aviation Administration Airport Improvement Program (estimated at \$6.1 million) and Caltrans (estimated at \$150,000), with the balance paid by the Airport Enterprise Fund (estimated at \$5.45 million).

BACKGROUND:

The Buchanan Field Airport Master Plan adopted by the Board of Supervisors on October 28, 2008, identifies a new general aviation terminal on the capital improvement list. The new terminal will replace the existing terminal at the north end of John Glenn Drive. Plans and specifications for the construction of the terminal, along with landscaping and parking, have been prepared by The KPA Group. The design plans are dated November 20, 2020, consist of 206 pages, and are available from the County Public Works Department upon request.

Environmental review was performed and the project was categorically exempt from the review requirements of the California Environmental Quality Act (CEQA) per section 15302(b). The notice of exemption was filed on December 5, 2019 with the Contra Costa County Clerk.

The new terminal will be a single-story, steel building consisting of approximately 18,657 square feet. The new terminal will include space for the Airports Division Administrative staff, Airport Rescue and Fire Fighting (ARFF) staff and equipment, public space to support scheduled/unscheduled air service providers, office space for aviation businesses, and general public meeting space. The Airports Division currently rents office space from one of the airport businesses and moving those functions into the new terminal will accommodate the additional office space needed, while resulting in long-term savings to the Airport Enterprise Fund.

The estimated total cost of the project is \$11.7 million. On April 28, 2020, the Board authorized Airport staff to submit applications to the FAA and Caltrans for grants for the construction of the ARFF and general aviation components of the new terminal. Airport staff expects the FAA Airport Improvement Program will contribute \$6.1 million and Caltrans to contribute \$150,000. The remaining balance of approximately \$5.45 million will be paid by the Airport Enterprise Fund. The Airport Enterprise Fund will also pay the added costs to complete the space including furnishings, window coverings, and the like.

The minimum wage rates paid on this project will be the general prevailing wage rates, which are on file with the Clerk of the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

If the design plans and the bid documents are not approved, the County will not be able to solicit bids for the construction of a new terminal to replace the existing terminal. The existing terminal does not include space for ARFF staff and equipment or administrative offices for Airport staff.



**Contra
Costa
County**

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: February 2, 2021

Subject: Public report of litigation settlement agreements that became final during the period of October 1, 2020, through December 31, 2020.

RECOMMENDATION(S):

RECEIVE public report of litigation settlement agreements that became final during the period of October 1, 2020, through December 31, 2020, as recommended by County Counsel.

FISCAL IMPACT:

Settlement amounts are listed below.

BACKGROUND:

Three agreements to settle pending litigation, as defined in Government Code section 54956.9, became final during the period of October 1, 2020, through December 31, 2020.

Peter King v. Contra Costa County, et al., USDC Case No. C20-00462 SBA (N.D.Cal.) On October 13, 2020, the Board approved settlement of this over-detention lawsuit. The Board authorized settlement in the amount of \$92,500, inclusive of attorney's fees and costs, in closed session by a 5-0 vote. The settlement agreement was fully executed on November 5, 2020. The funding source is the Risk Management Liability Internal Service Fund.

Hernandez v. Contra Costa County, et al., USDC Case No. C20-01183 AGT (N.D.Cal.) On October 20, 2020, the Board approved

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Thomas L. Geiger, Assistant County Counsel, (925) 655-2200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Thomas L. Geiger, Assistant County Counsel, Karen Caoile, Risk Manager

BACKGROUND: (CONT'D)

settlement of this excessive force lawsuit. The Board approved settlement in the amount of \$262,500, inclusive of attorney's fees and costs, in closed session by a 5-0 vote. The settlement agreement was fully executed on November 5, 2020. The funding source is the Risk Management Liability Internal Service Fund.

Eddie Thomas, Jr., et al. v. Contra Costa County, et al., USDC Cse No. C19-08056 LB (N.D.Cal.) On December 8, 2020, the Board approved settlement of this warrantless entry lawsuit. The Board authorized settlement in the amount of \$98,000, inclusive of attorney's fees and costs, in closed session by a 5-0 vote. The settlement agreement was fully executed on December 14, 2020. The funding source is the Risk Management Liability Internal Service Fund.

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

CONSEQUENCE OF NEGATIVE ACTION:

The report would not be accepted.



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 2, 2021

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by James Dawson, Isaiah Glaze, and Leon Keys. DENY amended claim filed by Keong Seol Lee.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Jamie Dawson: Personal injury claim resulting from vehicle accident in the amount of \$150,000.

Isaiah Glaze: Personal injury claim related to incarceration conditions in the amount of \$50,000,000.

Leon Keys: Personal injury claim related to incarceration conditions in an undisclosed amount.

Kyong Seol Lee: Personal injury and property claim for vehicle accident in an undisclosed amount.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Scott Selby
925.335.1400

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Karen Caoile, Director of Risk Management
Date: February 2, 2021

Subject: Personal Property Reimbursement

RECOMMENDATION(S):

RECEIVE this report and AUTHORIZE payment in the amount of \$1,730.00 for the loss incurred to employee Sydney Kemp's hearing aid device that was damaged beyond repair while performing his job duties.

FISCAL IMPACT:

Liability Internal Service Fund payment of \$1730.00.

BACKGROUND:

Payment is recommended for personal property loss sustained by our County worker. This matter has been investigated by the Risk Management Department of the County Administrator's Office and it was determined that the payment is appropriate under the Compensation for Loss or Damage to Personal Property Policy as outlined in the County Administrative Bulletin 518.2. The replacement cost for Mr. Kemp's hearing aid device is \$1730.00.

CONSEQUENCE OF NEGATIVE ACTION:

The County Employee would experience difficulty performing their job duties.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Scott Selby,
(925)335-1456

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Beth Ward, Animal Services Director
Date: February 2, 2021

Subject: Douglas R. DeVries 20 Years of Service

RECOMMENDATION(S):

ADOPT Resolution No. 2020/18 to recognize Douglas R DeVries, Animal Services Lieutenant, on the occasion of his 20 years of service and retirement with Contra Costa County Animal Services.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

**VOTE OF
SUPERVISORS**

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact:
925-608-8470

By: , Deputy

cc:

ATTACHMENTS

Resolution

2021/18

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

In the matter of:

Resolution No. 2021/18

Douglas R DeVries, Animal Services Lieutenant, on the occasion of his 20 years of service and retirement with Contra Costa County Animal Services.

WHEREAS, on February 8, 2021, Douglas R. DeVries is completing 20 years of service for Contra Costa County Animal Services as a lieutenant rank; WHEREAS Douglas DeVries has previously held the ranks of officer and sergeant of Animal Services; WHEREAS Douglas DeVries was integral in the county's first Potentially Dangerous and Dangerous Animal Ordinance and training of officers and sergeants therein; WHEREAS Douglas DeVries has held the longest departmental role of fleet manager for Contra Costa Animal Services vehicles; WHEREAS Douglas DeVries has held an accomplished role of Office of Emergency Services Animal Services Liaison, providing service during emergency fires throughout the state; WHEREAS Douglas DeVries has held the ancillary duty of overseeing the County's Animal Response Team, providing assistance to animals and people in need; WHEREAS Douglas DeVries held a vital role in the interfacing of networks to promote dispatch communications resolution; WHEREAS Douglas DeVries has held departmental roles of president and representative to two local unions; WHEREAS Douglas DeVries was dedicated to the pursuit of researching case law for the department; WHEREAS Douglas DeVries was vital to the recruitment and training of new officers; WHEREAS Douglas DeVries was deeply dedicated to the involvement of coaching local High School football teams and supporting all local athletic causes; WHEREAS Douglas DeVries was a loyal partner and friend to local law enforcement; WHEREAS Douglas DeVries was vigilant in providing customer support to local Martinez businesses; WHEREAS Douglas DeVries provided countless hours of debate and humor to his co-workers.

That Contra Costa County Board of Supervisors hereby honors Douglas R. DeVries for his long and dedicated service and wishes him the best on his future endeavors. He will be deeply missed!

DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II 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: February 2, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: February 2, 2021

Subject: Honoring the Pleasant Hill Recreation & Park District on the Occasion of their 70th Anniversary

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Colleen Awad,
925-521-7100

By: , Deputy

cc:

ATTACHMENTS

Resolution
2021/40

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

In the matter of:

Resolution No. 2021/40

In the Matter of Honoring the Pleasant Hill Recreation & Park District on the Occasion of their 70th Anniversary

WHEREAS, in 1949, a grassroots Recreation Council was formed by a group of concerned parents and the principal of the Pleasant Hill Grammar School to plan after school recreational programs for children; and

WHEREAS, in a special election on January 19, 1951, the voters approved the Pleasant Hill Park, Recreation & Parkway District, which was the first governmental agency established in the area; and whose main purpose was to provide parks and recreation programs to enhance the quality of life for its residents, a purpose that continues to this day; and

WHEREAS, in October 1952, the first parcel of 4.5 acres of land was purchased to build Pleasant Hill Park and construction began in April 1954; and

WHEREAS, in September 1957, the District officially changed its name from the Pleasant Hill Park, Recreation & Parkway District to Pleasant Hill Recreation & Park District; and

WHEREAS, in 1973, the Pleasant Hill Community Center and the Pleasant Hill Senior Center opened for the first time; and

WHEREAS, in 2009, Pleasant Hill voters made history with the approval of Measure E, a \$28 million General Obligation Bond dedicated specifically for District facility upgrades, which included rebuilding the Pleasant Hill Senior and Community Centers, building a new Teen Center, and upgrading Pleasant Oaks Park; and

WHEREAS, Pleasant Hill Recreation & Park District provides and manages extensive District-owned parks, facilities, open space, and recreation programs and events throughout the community; and

WHEREAS, the District's broad impact includes serving over 40,000 people within the community, an area about 20% larger than of the City of Pleasant Hill and touches approximately 100,000+ persons who participate in programs, visit District facilities, or volunteer annually; and

WHEREAS, the District preserves and protects natural resources of California by conscientiously and proactively maintaining the District's 269 acres of parkland and open space; and

WHEREAS, the Pleasant Hill Recreation & Park District positively impacts the community by promoting an active, healthy life-style for preschool, youth, teens, adults and seniors and fosters self-enrichment and personal development through offering over 2,300 classes, programs and activities; and

WHEREAS, the District improves community safety and security by providing positive recreational activities and safe environments for at-risk groups; and

WHEREAS, the Pleasant Hill Recreation & Park District maintains and drives community economic value by providing diverse programs, well-maintained neighborhoods and community parks, trails and open spaces to attract and retain residents, businesses, athletic organizations and visitors; and

WHEREAS, the District strengthens community engagement by working closely with community partners and clubs, coordinating volunteer activities, co-sponsoring community events, and supporting local charities.

Now Therefore be it Resolved that the Contra Costa County Board of Supervisors recognizes the Pleasant Hill Recreation & Park District for their 70 years of service to our community and for your dedication to developing community programs and creating beautiful parks and facilities.

DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II 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: February 2, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Resolution Recognizing John Landry for His 40 Years of Service to Contra Costa County

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Allison Knapp (925)
313-2177

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2021/35

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

In the matter of:

Resolution No. 2021/35

RECOGNIZING the contributions of John Joseph Landry Jr. on his 40 years of service to Contra Costa County.

WHEREAS, in 1981, John Joseph Landry Jr. started his career with the Public Works Department as a Custodian II; and

WHEREAS, in 1982, he became a Laborer in the Flood Control Crew for the Public Works Maintenance Division; and

WHEREAS, in November 1983, he was recognized by Public Works Director, J. Michael Walford, for his integrity in helping a resident retrieve their possession; and

WHEREAS, in 1987, he was promoted to Equipment Operator I in the Maintenance Division; and

WHEREAS, in 1996, he was promoted to Equipment Operator II that required him to operate more complicated equipment and perform at a higher level of responsibility; and

WHEREAS, in December 1998, he and the Flood Control Crew received commendation from District IV Supervisor Donna Gerber, for having a “courteous, prompt and positive response” in their flood control service around the Danville Woods community; and

WHEREAS, in July 1999, he, along with his fellow Equipment Operator II received the Award of Excellence for the month of July for a doing a great job at a community airshow where they displayed and explained the maintenance equipment to hundreds of people in the community; and

WHEREAS, in February 2003, he, along with Crew 36 received the Award of Excellence for their commitment to quality by efficiently clearing debris and reestablishing roadside drainage and shoulders along three miles of Marsh Creek Road in East County; and

WHEREAS, in September 2005, he, as an Equipment Operator II, received the Award of Excellence for the month of September with his crew for a doing a fine job patch paving on Monticello Avenue in Pleasant Hill; and

WHEREAS, in November 2007, he and the Rotomill/Grinding Crew received the J. Michael Walford Team of the Year award for providing consistent and quality service in preparing for an asphalt rubber resurfacing work; and

WHEREAS, in 2011, he was promoted to Maintenance Supervisor for Crew 21 in West County; and

WHEREAS in September 2012, he and his crew were recognized by the Division Manager, Joe Yee, for doing a quality job rebuilding a Portland Cement Flatwork bus stop in El Sobrante which was challenging and not typical work for the staff; and

WHEREAS, John is a kind soul who is referred to lovingly by many as “Bub” and has loads of stories about the old times in Maintenance, his service in the United States Marine Corps and his beloved Cajun roots; and

WHEREAS, John is a proud father of two and loving grandfather of three; and

NOW, THEREFORE, IT IS RESOLVED that the Board of Supervisors does hereby recognize and honor John Joseph Landry for his 40 year anniversary of dedicated service to Contra Costa County and for the high quality of work performed by him during his career. *Passed and adopted on February 2, 2021, by a unanimous vote of the Board of Supervisors of the County of Contra Costa.*

DIANE BURGIS
Chair, District III Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II 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: February 2, 2021

,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Ann Elliott, Interim Human Resources Director
Date: February 2, 2021

Subject: Introduce Ordinance No. 2021-02 Amending the County Ordinance Code

RECOMMENDATION(S):

INTRODUCE Ordinance No. 2021-02 amending the County Ordinance Code to exclude from the merit system the classification of Senior Financial Counsel-Exempt, WAIVE READING and FIX February 9, 2021 for adoption.

FISCAL IMPACT:

No fiscal impact

BACKGROUND:

The classification of Senior Financial Counsel-Exempt is a longstanding single-position classification in the County Counsel’s Office. When section 33-5.410 was last amended, this classification was incorrectly omitted from the ordinance. The classification has not been eliminated, and this ordinance would correct that omission. This classification is distinguished by its responsibility for providing financial and related administrative and policy assistance to the County Counsel, as well as conducting the most difficult and complex county tax and financial litigation. It has responsibility for legal tax and financial advice and service to multiple County departments. This position also supervises subordinate attorneys who perform legal services in tax and financial areas.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Lisa Driscoll, County
Finance Director

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Eric Suitos, Sylvia Wong Tam

CONSEQUENCE OF NEGATIVE ACTION:

The County ordinance will incorrectly omit the classification of Sr. Financial Counsel-Exempt from ordinance listing the classifications exempt from the merit system.

ATTACHMENTS

Ordinance No. 2021-02

ORDINANCE NO. 2021-02

(Exclude from the Merit System the classification of Senior Financial Counsel-Exempt)

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

SECTION I: Section 33-5.410 of the County Ordinance Code excludes from the merit system the classification of Senior Financial Counsel-Exempt, and is amended to read as follows:

33-5.410 County Counsel

- (a) Assistant county counsels-exempt are excluded and are appointed by the county counsel.
- (b) Chief assistant county counsel-exempt is excluded and is appointed by the county counsel.
- (c) Deputy county counsels-exempt are excluded and are appointed by the county counsel.
- (d) Senior financial counsel-exempt is excluded and is appointed by the county counsel.
(Ords. 2021-02 § I, 2013-03 § I; 99-14 § I, 98-18 § 1.)

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

PASSED ON _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: MONICA NINO, Clerk of the
Board of Supervisors and County Administrator

By: _____
Deputy

Board Chair

H:/sr financial counsel-exempt ord

[SEAL]



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Appointment on the Iron Horse Corridor Management Program Advisory Committee. (District II and IV)

RECOMMENDATION(S):

REAPPOINT the following individuals on the Iron Horse Corridor Management Program Advisory Committee, as recommended by Supervisors Andersen and Mitchoff. (Districts II & IV)

Lesley Hunt
Walnut Creek, CA 94598
City of Walnut Creek Seat - (Expires March 1, 2022)

Sabina Zafar
San Ramon, CA 94583
City of San Ramon seat - (Expires January 31, 2025)

Dan Mackay
Concord, CA 94520
City of Concord seat - (Expires January 31, 2025)

Anne Struthers
Alamo, CA 94507
Alamo seat - (Expires January 1, 2024)

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Carl Roner (925)
313-2213

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Carrie Ricci- Duty, Carl Roner- Special Districts

RECOMMENDATION(S): (CONT'D)

Shanna Holden
Pleasant Hill, CA 94523
City of Pleasant Hill seat - (Expires January 1, 2024)

Nazanin Shakerin
Alamo, CA 94506
District II At-Large seat - (Expires January 1, 2024)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

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

These extensions will correct the term length so it is in compliance with the Iron Horse Corridor Management Program Advisory Committee Bylaws.

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

CONSEQUENCE OF NEGATIVE ACTION:

The seat will become vacant.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Appointment on Iron Horse Corridor Management Program Advisory Committee. (District II)

RECOMMENDATION(S):

APPOINT the following individuals to the Town of Danville seat on the Iron Horse Corridor Management Program Advisory Committee for a four-year term with an expiration date of June 30, 2024, as recommended by Supervisor Andersen. (Districts II)

Brittany Beech
Danville, CA 94526
Town of Danville seat - (Expires June 30, 2024)

Alex Tappin (alternate)
Danville, CA 94526
Town of Danville seat - (Expires June 30, 2024)

FISCAL IMPACT:

No fiscal impact.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Carl Roner (925)
313-2213

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Carrie Ricci- Duty, Carl Roner- Special Districts, Marie Sunseri, City Clerk Town of Danville

BACKGROUND:

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

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

CONSEQUENCE OF NEGATIVE ACTION:

The seat will become vacant.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Appointment on Iron Horse Corridor Management Program Advisory Committee. (District II and IV)

RECOMMENDATION(S):

APPOINT David Hudson to the newly created Contra Costa Transportation Authority seat on the Iron Horse Corridor Management Program Advisory Committee, as recommended by Supervisors Andersen and Mitchoff. (Districts II & IV)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

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

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

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Carl Roner (925)
313-2213

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Carrie Ricci- Duty, Carl Roner- Special Districts

CONSEQUENCE OF NEGATIVE ACTION:

The seat will become vacant.



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: February 2, 2021

Subject: APPOINTMENT TO THE ALAMO POLICE SERVICES ADVISORY COMMITTEE

RECOMMENDATION(S):

REAPPOINT the following individuals to the following seats

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Jill Ray,
925-957-8860

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: District 2 Supervisor, Maddy Book, APSAC, Appointees

RECOMMENDATION(S): (CONTD)

on the Alamo Police Services Advisory Committee for a two-year term with an expiration date of December 31, 2022, as recommended by Supervisor Candace Andersen:

Appointee 1

Joseph Rubay, Alamo, CA 94507

Appointee 2

Dr. Alden Harken, Alamo, CA 94507

Appointee 4

William Nelson, Alamo CA 94507

Appointee 6

Ross Hillesheim, Alamo CA 94507

Appointee 8

Karen McPherson, Alamo, CA 94507

FISCAL IMPACT:

NONE

BACKGROUND:

Established on November 18, 1969, by Board Resolution 69/765, the purpose of the County Service Area P-2B Citizens Advisory Committee is to advise the Board of Supervisors and the Sheriff's Department on the needs of the Alamo community for extended police services which shall include, but not be limited to, enforcement of the State Vehicle Code, crime prevention, and litter control. On March 19, 2013, the Board of Supervisors approved a Board Order that retitled the County Service Area P-2B Citizens Advisory Committee to the "Alamo Police Services Advisory Committee". Alamo Police Services Advisory Committee is comprised of nine regular members and two alternates who each serve a two year term.

CONSEQUENCE OF NEGATIVE ACTION:

The Committee will be unable to attain quorum.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: February 2, 2021

Subject: APPOINTMENT TO THE ALAMO MUNICIPAL ADVISORY COUNCIL

RECOMMENDATION(S):

APPOINT the following individual to the Alternate Seat of the Alamo Municipal Advisory Council for a four-year term with an expiration date of December 31, 2024, as recommended by Supervisor Candace Andersen:

Susan Rock
Alamo, CA 94507

FISCAL IMPACT:

NONE

BACKGROUND:

The Alamo MAC may advise the Board of Supervisors on services that are or may be provided to the Alamo community by Contra Costa County or other local government agencies. Such services include, but are not limited to, parks and recreation, lighting and landscaping, public health, safety, welfare, public works, code enforcement, land use and planning, transportation and other infrastructure. The Council may also provide input and reports to the District Supervisor,

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Jill Ray,
925-957-8860

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: District 2 Supervisor, Maddy Book, Alamo MAC, Appointee

BACKGROUND: (CONT'D)

Board of Supervisors, County staff or any County hearing body on issues of concern to the community. The Council may represent the Alamo community before the Board of Supervisors, County Planning Commission and the Zoning Administrator. The Council may also represent the Alamo community before the Local Agency Formation Commission on proposed boundary changes effecting the community. The Council may advocate on parks and recreation issues to the Town of Danville and the San Ramon Valley Unified School District.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 2, 2021

Subject: Appointment to the Advisory Council on Aging

RECOMMENDATION(S):

REAPPOINT Nancy Leasure to At-Large Seat #8 for a term expiring on September 30, 2022, and APPOINT Dr. Michelle Hernandez to Member At-Large Seat #13 of the Contra Costa Advisory Council on Aging (ACOA) for a term expiring on September 30, 2022, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:

NA

BACKGROUND:

The Family and Human Services Committee recommends the reappointment of Nancy Leasure to At-Large Seat #8 for a term expiring on September 30, 2022, and appointment of Dr. Michelle Hernandez to Member At-Large Seat #13 of the Contra Costa Advisory Council on Aging (ACOA) for a term expiring on September 30, 2022.

The Advisory Council on Aging Membership Committee also recommends the reappointment of Ms. Leasure and the appointment of Dr. Hernandez. Please find a copy of the member's applications provided as separate attachment.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Dennis Bozanich
925-655-2050

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to fill vacant advisory body seats will reduce public input.

CHILDREN'S IMPACT STATEMENT:

NA

ATTACHMENTS

Reappointment Application - Leasure

Appointment Application - Hernandez



Contra Costa County

Please return completed applications to:

Clerk of the Board of Supervisors

1025 Escobar Street, 1st Floor

Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

Personal information fields: First Name (Nancy), Last Name (Leasure), Home Address - Street, City (Danville), Zip Code (94526), Phone, Email, Resident of Supervisorial District.

EDUCATION Check appropriate box if you possess one of the following:

Education checkboxes: High School Diploma (checked), CA High School Proficiency Certificate, G.E.D. Certificate.

Table with 3 columns: Colleges or Universities Attended, Course of Study/Major, Degree Awarded. Row 1: U. of Illinois, History, Yes/No.

Other Training Completed: [Empty field]

Board, Committee or Commission Name (Advisory Council on Aging), Seat Name (MAL)

Have you ever attended a meeting of the advisory board for which you are applying? [Yes] If yes, how many? >20

Please explain why you would like to serve on this particular board, committee, or commission. I appreciate the work the council is doing, and want to help them achieve their goals.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application) I am elderly, and knowledgeable about the council. My husband was involved for years, from 2003 until his death in 2018, and I accompanied him to many meetings.

I am including my resume with this application: Please check one: [] Yes [X] No

I would like to be considered for appointment to other advisory bodies for which I may be qualified. Please check one: [] Yes [X] No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: Yes No

List any volunteer and community experience, including any boards on which you have served.

Current member of the Advisory Council on Aging.
Girl Scout leader.
Sunday School teacher

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one: Yes No

If Yes, please identify the nature of the relationship:

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

Please check one: Yes No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed: Nancy Leasure

Date: Nov. 27, 2020

Submit this application to: ClerkofTheBoard@cob.cccounty.us OR Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 655-2000 or by email at ClerkofTheBoard@cob.cccounty.us

Important Information

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7. As indicated in Board Resolution 2011/55, a person will not be eligible for appointment if he/she is related to a Board of Supervisors member in any of the following relationships: mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, great-granddaughter, first-cousin, husband, wife, father-in-law, mother-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouses' grandson, registered domestic partner, relatives of a registered domestic partner as listed above.
8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.

Application Form

Profile

Dr. Michelle

First Name

R.

Middle Initial

Hernandez

Last Name

[REDACTED]

Home Address

[REDACTED]

Suite or Apt

Concord

City

CA

State

94521

Postal Code

Mobile: (925) 759-8610

Primary Phone

mihernandez11@gmail.com

Email Address

Which supervisorial district do you live in?

District 4

Education

Select the option that applies to your high school education *

CA High School Proficiency Certificate

College/ University A

Name of College Attended

Alliant International University

Degree Type / Course of Study / Major

PhD Clinical Psychology

Degree Awarded?

Yes No

College/ University B

Name of College Attended

CSU EAST BAY

Degree Type / Course of Study / Major

BS CRIMINAL JUSTICE ADMINISTRATION

Degree Awarded?

Yes No

College/ University C

Name of College Attended

UC DAVIS

Degree Type / Course of Study / Major

BA Psychology

Degree Awarded?

Yes No

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

Advisory Council on Aging: Submitted

Mental Health Commission: Submitted

Workforce Development Board: Submitted

Racial Justice Oversight Body: Submitted

Seat Name

Mental Health Commission

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If you have attended, how many meetings have you attended?

Please explain why you would like to serve on this particular board, committee, or commission.

As a mental health professional it is essential that the services within our community be representative of our demographics, culture, and inclusiveness .

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

Yes No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

Yes No

List any volunteer or community experience, including any advisory boards on which you have served.

IHSS Public Authority Advisory Committee

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Dr. Michelle Hernández

[May 20 RESUME.docx](#)

Upload a Resume

Conflict of Interest and Certification

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

Yes No

If Yes, please identify the nature of the relationship:

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

Yes No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

I Agree



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 2, 2021

Subject: Appointments to Alcohol and Other Drugs Advisory Board

RECOMMENDATION(S):

APPOINT Rhiannon Shires to the Member-at-Large Seat IV of the Alcohol and Other Drugs Advisory Board for a term ending on June 30, 2023, and APPOINT Dylan Johnston to the Member-at-Large Seat VI and Ashley Ganem to the Member-at-Large Alternate Seat I of the Alcohol and Other Drugs Advisory Board for terms ending on June 30, 2024, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:

NA

BACKGROUND:

The Family and Human Services Committee recommends the following actions:

- Appointment of Rhiannon Shires to the Member-at-Large Seat IV of the Alcohol and Other Drugs Advisory Board for a term ending on June 30, 2023;
- Appointment of Dylan Johnston to

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Dennis Bozanich
925-655-2050

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the Member-at-Large Seat VI of the Alcohol and Other Drugs Advisory Board for a term ending on June 30, 2024; and

· Appointment of Ashley Ganem to the Member-at-Large Alternate Seat I of the Alcohol and Other Drugs Advisory Board for a term ending on June 30, 2024.

Due to the reorganization of the AODAB's structure, there is a need for additional At-Large members to support a broader county geographical representation.

In accordance to the recruitment policy of the Board of Supervisors a media advisory will be released to recruit potential Board members. Alcohol and Other Drug Services maintains an internal system to monitor countywide geographical and culturally representation.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to fill vacant advisory body seats will reduce public input.

CHILDREN'S IMPACT STATEMENT:

NA

ATTACHMENTS

Application - Shires

Application - Johnston

Application - Ganem

AODAB Roster - January 2021



Contra
Costa
County

Please return completed applications to:

Clerk of the Board of Supervisors

1025 Escobar Street, 1st Floor

Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name

Rhiannon

Last Name

Shires

Home Address - Street

[Redacted]

City

Danville

Zip Code

94526-2949

Phone (best number to reach you)

[Redacted]

Email

[Redacted]

Resident of Supervisorial District:

[Redacted]

EDUCATION

Check appropriate box if you possess one of the following:

High School Diploma

CA High School Proficiency Certificate

G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded	
Boston University	Psychology	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
California State University Northridge	School Psychology	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
California Institute of Integral Studies	Clinical Psychology	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Other Training Completed:

[Redacted]

Board, Committee or Commission Name

Alcohol & Other Drugs Advisory Board

Seat Name

Member

Have you ever attended a meeting of the advisory board for which you are applying?

No

Yes

If yes, how many?

[Redacted]

Please explain why you would like to serve on this particular board, committee, or commission.

I have been a Clinical Psychologist for 25 years. I have worked in Hospitals, Social Service Agencies, Schools, and Private Practice. I have worked extensively with patients with Alcohol & other Drug problems. With the uprise in these issues since the inception of COVID, I feel a strong moral and ethical urge to give back to my community in whatever way possible.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I am a Licensed Clinical Psychologist with extensive knowledge and work experience with patients having Alcohol and other Drug related problems for 25 years. I have worked in Hospitals, Social Service Agencies, Schools, and Private Practice.

I am including my resume with this application:

Please check one:

Yes

No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one:

Yes

No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: Yes No

List any volunteer and community experience, including any boards on which you have served.

Girl Scout Leader, Make a Wish Foundation, Born that Way Foundation, Peter Pan Foundation, FAME (Famous Artist and Musician Experience) at SRVUSD.

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one: Yes No

If Yes, please identify the nature of the relationship:

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

Please check one: Yes No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed: Rhiannon Shires

Date: 1/23/20

Submit this application to: ClerkofTheBoard@cob.cccounty.us **OR** Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 655-2000 or by email at ClerkofTheBoard@cob.cccounty.us

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8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.

Print Form



**Contra
Costa
County**

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1025 Escobar Street, 1st Floor
Martinez, CA 94553

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BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name **Last Name**

Home Address - Street **City** **Zip Code**

Phone (best number to reach you) **Email**

Resident of Supervisorial District:

EDUCATION *Check appropriate box if you possess one of the following:*

High School Diploma CA High School Proficiency Certificate G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded	
Diablo Valley College	UC Transfer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
University of California, Berkeley	Film Studies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No

Other Training Completed:

Board, Committee or Commission Name **Seat Name**

Have you ever attended a meeting of the advisory board for which you are applying?

No Yes If yes, how many?

Please explain why you would like to serve on this particular board, committee, or commission.

As a recovering addict (2 years clean), issues that surround addiction and recovery are central to my life. I have personally navigated the system in Contra Costa County, having been homeless for nearly a decade, and understand both its strengths and the hurdles it presents to individuals seeking to heal. I am deeply connected to many people still in early recovery, so understand what they are experiencing. As a result of my personal experience, my connections, and my current work (described below), I have ideas about how the County can best serve the recovery community. It is clear to me that the AOD Advisory Board, and the County, are the decisive pillars in supporting available and future progress for recovering addicts. I want to contribute to that progress.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I am an active member of the recovery community in Contra Costa County, through personal recovery work, my employment and my volunteering. I am currently Program Manager of Seeds4Recovery, Support4Recovery's newest program, bringing services into low-income Recovery Residences. This is a program that I co-founded, and brought to S4R, which evidences my ability to envision and implement improvements in services to the recovery community. Since Fall 2019, I have been a House Manager for one of the Recovery Residences managed by Second Chance in Concord. I am active in NA, maintain service commitments and have served as Secretary (2019-2020) and as alternate GSR (2020-current). I am an alumnus of both DVR and Discovery House (from which I successfully graduated from in 2019), so am intimately familiar with living in treatment facilities in Contra Costa County. I also serve as a reporting member of the Support4Recovery board.

I am including my resume with this application:

Please check one: Yes No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one: Yes No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: Yes No

List any volunteer and community experience, including any boards on which you have served.

2019: Co-Founder, Seeds4Recovery, a program of Support4Recovery
March 2020 to present: Program Manager, Support4Recovery
2019-2020: Volunteer, Rodger's Ranch Community Farm, Pleasant Hill
2020-current: Volunteer, Family Harvest Farm, Pittsburg
2019-2020: Secretary, NA, Concord Fellowship
2020-current: GSR Alternate, NA Concord Fellowship
2017: Volunteer Office Assistant, Diablo Valley Ranch

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one: Yes No

If Yes, please identify the nature of the relationship:

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

Please check one: Yes No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed:

Date:

12/8/2020

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8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.

Application Form

Profile

Ashley _____ B _____ Ganem _____
 First Name Middle Initial Last Name

_____ Suite or Apt
 Home Address

San Ramon _____ CA _____ 94582 _____
 City State Postal Code

Mobile: _____
 Primary Phone

_____ Email Address

Which supervisorial district do you live in?

None Selected

Education

Select the option that applies to your high school education *

High School Diploma

College/ University A

Name of College Attended

Cal State East Bay

Degree Type / Course of Study / Major

BA in English

Degree Awarded?

Yes No

College/ University B

Name of College Attended

Diablo Valley College

Degree Type / Course of Study / Major

AA Degree

Degree Awarded?

Yes No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

Alcohol and Other Drugs Advisory Board: Submitted

Seat Name

Cal State East Bay

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If you have attended, how many meetings have you attended?

Please explain why you would like to serve on this particular board, committee, or commission.

SUD Counselor

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

Yes No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

Yes No

List any volunteer or community experience, including any advisory boards on which you have served.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

CADC-II

[Resume .docx](#)

Upload a Resume

Conflict of Interest and Certification

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

Yes No

If Yes, please identify the nature of the relationship:

Supervisor at Bright Heart Health

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

Yes No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

I Agree

Ashley B. Ganem

[REDACTED] Danville, CA 94506 ([REDACTED]), [REDACTED]

Objective: To become a Licensed Marriage and Family Therapist with a specialization in Substance Use Disorder.

Education

[REDACTED] Certified Alcohol and Drug Counselor II (CADC II) A057590720
August 2018

Diablo Valley College, 2016-2017, Addiction Studies Program (AS)
California State University East Bay, 2012-2014, Bachelor of Arts (BA),
English
Diablo Valley College, 2008 to 2011, Associate of Arts
(AA), English

Skills & Qualifications

- Comprehensive background in addiction
- Excellent communication and interpersonal skills
- Proficient computer skills including MS Word, MS PowerPoint, Excel, Kareo, ARMS, Clinician's Gateway
- Demonstrates excellence in reliability and attendance
- Ability to work independently in non-office based settings
- Able to assist with crisis assessment and intervention
- Motivational Interviewing, Group counseling, Treatment planning, Discharge planning, Case management, Patient education
- Strong facilitation skills for groups
- Dedicated and skillful counselor

Experience

Bright Heart Health, SUD Counselor
24, 2020 to Present

August

- Group counseling, individual counseling, treatment planning, bio/psycho/social intake/assessment

Horizon Services, Inc., SUD Counselor

Substance Use Disorder Counselor for Project Eden East County

January 2019 to Present

- Intake/assessments, group counseling, individual counseling, patient education, treatment planning, crisis intervention, case management, discharge planning

Center Point Inc., Transitional Counselor

Transitional Counselor for San Quentin in Prison Program **August**
2018 to December 2018

- Responsible for providing support to participants in transitioning back into the community by working with them to develop a continuing care plan that integrates after care services and housing.

Center Point Inc., Entry Level Counselor

Entry level AOD Counselor for San Quentin in Prison Program **March**
2018 to August 2018

- Intake/assessments, group counseling, one on one counseling, treatment planning, discharge planning, auditing files

Diablo Valley Drug and Alcohol Services, Intern **August**
9, 2017 to March 9, 2018

- Shadow, observe, facilitate/co-facilitate group sessions, case notes, and weekly clinical supervision

Bright Heart Health, Care Coordinator/Supervisor

March 2015 to March 2018

Case Manager/Supervisor of Telemedicine Eating Disorders Intensive Outpatient Treatment Program and Opioid Use Disorder Outpatient Treatment Program

- First point of contact for callers seeking treatment providing a consultative and caring approach to each call.
- Assess suitability for program, verify insurance benefits, and perform all areas of intake and enrollment for potential patients.
- Answer phone calls and live chat sessions with potential and active patients.
- Performing insurance verification as needed by checking with insurance company on benefit coverage for patients as well as completing prior authorizations for medication.
- Handle scheduling for clinical, nutritional assessments, individual and group sessions, and doctor visits.
- Oversee and manage Care Coordinators/Admissions team
- Facilitate Support Groups

Current AODAB Representation

Seat	Name	Address	District of Residence
District I	Antwon Cloird	Richmond, CA, 94804	I
District II	Guita Bahramipour	Moraga, CA, 94556	II
District III	Cynthia Chavez	Antioch, CA, 94531	III
District IV	Tom Aswad	Walnut Creek, CA, 94598	IV
District V	Logan Campbell	Martinez, CA, 94553	V
At Large - 1	Jonathan Ciampi	San Ramon, CA, 94583	II
At Large - 2	Victor Ortiz	Walnut Creek, CA, 94598	IV
At Large - 3	Talia Moore E.D.D.	El Sobrante, CA, 94803	I
At Large - 4	Vacant		
At Large - 5	Evelyn Howard	Alamo, CA 94507	II
At Large - 6	Vacant		
At Large - Alternate 1	Vacant		
At Large - Alternate 2	Vacant		
At Large - Alternate 3	Vacant		

Current AODAB Applicants

Name	Address	District of Residence
Dylan Johnston	Concord, CA 94518	IV
Ashley Ganem	San Ramon, CA 94582	II
Rhiannon Shires	Danville, CA 94526	II

Number of Apointed Members per District of Residence

District I	2
District II	3
District III	1
District IV	2
District V	1

Number of Applicants per District of Residence

District I	0
District II	2
District III	0
District IV	1
District V	0



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 2, 2021

Subject: Appointments to the Contra Costa Commission for Women and Girls

RECOMMENDATION(S):

RECOMMEND the Board of Supervisors appoint Catherine Jones to the At Large 5 Commissioner seat on the Contra Costa Commission on Women and Girls (CCCWG), for a term ending February 28, 2022, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:

NA

BACKGROUND:

The Family and Human Services Committee has reviewed and supports the recommendation of the Contra Costa Commission for Women and Girls Membership Committee, to appoint Catherine Jones to the At Large 5 Commissioner seat for a term ending on February 28, 2022.

The Contra Costa Commission for Women was formed to educate the community and advise the Contra Costa County Board of Supervisors on issues relating to the changing social and economic conditions of women in the County, with particular emphasis on the economically disadvantaged. The Commission's mission is, "to improve the economic status, social welfare, and overall quality of life for women in Contra Costa County." In September 2017, the IOC held a discussion about problems that had been reported concerning the Commission for Women including a spate of member resignations, inability to achieve a meeting quorum, blurred responsibilities, disagreement over the Commission's mission, factions and fragmentation, open meeting act errors, and loss of interest among some of the membership. The IOC has

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Dennis Bozanich
925-655-2050

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

worked with the Commission over the next two years to institute policy and bylaws changes to address the issues that have hindered functioning of the Commission. The Commission for Women continues to face membership challenges. The committee consists of 15 members and one alternate including:

-

BACKGROUND: (CONT'D)

Five district representatives, (one from each supervisorial districts)

- Ten At Large members, and
- One At-Large Alternate.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to fill vacant advisory body seats will reduce public input.

CHILDREN'S IMPACT STATEMENT:

NA

ATTACHMENTS

CCCWG Roster as of December 2020

Application - Jones



Contra Costa County, CA

Contra Costa Commission for Women and Girls

Board Roster



Michelle Brown

1st Term Apr 24, 2018 - Feb 28, 2021

Position At-Large 1



Rosa Argentina Davila-Luevano

2nd Term Mar 14, 2017 - Feb 28, 2021

Position At-Large 2



Dayanna Macias-Carlos

2nd Term Mar 01, 2019 - Feb 28, 2023

Position At-Large 3



Lanita Mims

1st Term Nov 06, 2018 - Feb 28, 2021

Position At-Large 4



Ariana J Rickard

1st Term Oct 23, 2018 - Feb 28, 2022

Position At-Large 6



Phyllis Gordon

2nd Term Mar 14, 2017 - Feb 28, 2021

Position At-Large 7



Shailaja Dixit

1st Term Sep 15, 2020 - Aug 24, 2024

Position At-Large 8



Michelle Hernandez

1st Term Nov 05, 2019 - Feb 28, 2023

Position At-Large 9



Silvia Young

1st Term Mar 01, 2018 - Feb 28, 2022

Position At-Large 10



Joey Smith

2nd Term Mar 01, 2019 - Feb 28, 2023

Position District I



Kelly Clancy

1st Term Sep 10, 2019 - Feb 28, 2023

Position District II



Hannah R Brown

1st Term Oct 13, 2020 - Feb 28, 2022

Position District IV



Kirsten Upshaw

2nd Term May 09, 2017 - Feb 28, 2021

Position District V



Vacancy

Position At-Large Alternate



Vacancy

Position District III



Vacancy

Position At-Large 5

Application Form

Profile

Catherine

First Name

L.

Middle Initial

Jones

Last Name

[Redacted] Home Address

Suite or Apt

Walnut Creek

City

CA

State

94597

Postal Code

Home:

Primary Phone

[Redacted] Email Address

Which supervisorial district do you live in?

None Selected

Education

Select the option that applies to your high school education *

High School Diploma

College/ University A

Name of College Attended

McGill University

Degree Type / Course of Study / Major

BSc Microbiology&Immunology

Degree Awarded?

Yes No

College/ University B

Name of College Attended

The Rockefeller University

Degree Type / Course of Study / Major

PhD Virology

Degree Awarded?

Yes No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

Commission for Women: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If you have attended, how many meetings have you attended?

Please explain why you would like to serve on this particular board, committee, or commission.

I am interested in joining the Commission for Women & Girls. We know that the COVID-19 crisis is having an outsized impact on women. Women are suffering economic setbacks not only from lost jobs, but also from increased unpaid responsibilities. Women are the majority of US essential workers; in Contra Costa this is reflected in the fact that 52% of COVID-19 cases are in women. I am interested in joining the Contra Costa Commission for Women & Girls to help advocate for the unique needs of women as we weather this crisis.

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

Yes No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

Yes No

List any volunteer or community experience, including any advisory boards on which you have served.

Moms Demand Action for Gun Sense in America - Lamorinda Chapter Membership and Welcome Call Lead - Gun Sense Action Network Volunteer Outreach calling team - Gun Sense Action Network Voter Outreach calling team Elementary School writing workshop parent volunteer Get out the vote postcards, phone banking, and texting

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I am a scientist, immigrant, and mother raising two young daughters in Walnut Creek. I became a US citizen in 2017 after living in the US for almost twenty years. Prior to immigrating, I lived in the United Kingdom, Canada, Papua New Guinea, and Thailand. Professionally, I am trained as a virologist. I received my PhD in infectious diseases from The Rockefeller University in New York, where I studied the molecular biology of hepatitis C virus. I continued working at Rockefeller as a Laboratory Manager, and helped to secure several million dollars in funding for infectious disease research. I then became a Program Manager at Seeding Labs, a non-profit that enables access to scientific careers for aspiring researchers across the globe. I went on to become an Associate Director at Novartis Institutes for BioMedical Research in Emeryville, where I worked to discover antibiotics, antivirals, and anti-malarial drugs. I now have my own business as a consultant to the biotech industry. I currently contribute to my community as Membership co-lead for the Lamorinda Moms Demand Action group. I also volunteer with a number of get out the vote efforts, including postcards, phone banking, and texting. Thank you so much for your consideration.

[Jones_Catherine_CV_2020.pdf](#)

Upload a Resume

Conflict of Interest and Certification

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

Yes No

If Yes, please identify the nature of the relationship:

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

Yes No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and undersand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

I Agree



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 2, 2021

Subject: Appointments to FACT

RECOMMENDATION(S):

RECOMMEND that the Board of Supervisors, appoint Pa'tanisha Davis to At-Large Seat 1 expiring on September 30, 2022 on the Family and Children's Trust Committee, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:

NA

BACKGROUND:

At-Large Seat 1 was declared vacant on January 5, 2021 upon transition of a FACT Committee member to the vacant District II Seat. The FACT Committee voted on November 2, 2020 to recommend appointment of Pa'tanisha Davis to At-Large Seat 1 contingent upon seat vacancy. Candidates for appointment to the FACT Committee typically serve a two-year term. The At-Large Seat 1 currently has a term expiration of September 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to fill vacant advisory body seats will reduce public input.

CHILDREN'S IMPACT STATEMENT:

NA

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Dennis Bozanich
925-655-2050

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Application - Davis

FACT Roster - January
2021

Application Form

Profile

Patanisha

First Name

E

Middle Initial

Davis

Last Name

[Redacted]

Home Address

[Redacted]

Suite or Apt

[Redacted]

City

CA
State

94513
Postal Code

[Redacted]

Primary Phone

[Redacted]

Email Address

Which supervisorial district do you live in?

District 3

Education

Select the option that applies to your high school education *

High School Diploma

College/ University A

Name of College Attended

Tuskegee University

Degree Type / Course of Study / Major

Bachelor of Arts in Psychology

Degree Awarded?

Yes No

College/ University B

Name of College Attended

California School of Professional Psychology

Degree Type / Course of Study / Major

Master of Arts in Change Leadership and Organizational Development

Degree Awarded?

Yes No

College/ University C

Name of College Attended

John F. Kennedy University

Degree Type / Course of Study / Major

Juris Doctorate of Law

Degree Awarded?

Yes No

Other schools / training completed:

Course Studied

Public Interest Law

Hours Completed

85

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

Equal Employment Opportunity Advisory Council: Submitted
Family & Children's Trust Committee: Submitted
Advisory Council on Aging: Submitted
Racial Justice Oversight Body: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If you have attended, how many meetings have you attended?

Please explain why you would like to serve on this particular board, committee, or commission.

Patanisha means reconciler of differences and I try to live up to my namesake. I am interested in serving on various boards and committees as I am committed to public service and effectuating change in my community. More specifically I would like to serve on these particular boards and committees as I have had a great deal of experience with racial injustice and discrimination based on ability level, gender and race and I believe it has been time for a change. I am seeking a opportunity to work with other leaders in my community to create unity and equality for all people.

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

Yes No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

Yes No

List any volunteer or community experience, including any advisory boards on which you have served.

-California Women Lawyers Executive Board – Affiliate Governor, Chair of Diversity Committee -Contra Costa County Bar Association Women Section Executive Board – Past President -Contra Costa County Bar Association East County Section - Program Chair -Contra Costa County Bar Association Diversity Committee -Member of the Contra Costa County Conflicts Panel (Probate) -Member of the Contra Costa County Bar Assn. (Women’s Section, Solo and Small Firms Section, Barristers, East County) -Member of the Robert G. McGrath American Inn of Court - Associate -Member of EBTEL (East Bay Trust and Estate Lawyers) -Member of the Aids Legal Referral Panel (Landlord/Tenant, Estate Planning, Civil, and DV Issues) -Member of the Conference of California Bar Associations - Contra Costa County -Bay Area Tuskegee Alumni Club - Former Vice President -Alameda County Bar Association -American Bar Association

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

BAR MEMBERSHIP California Licensed Attorney: #281261, Issued by The State Bar of California, December 2011. Federal Court Admittance: Admitted to practice in U.S. District Court: Eastern District of California, February 16, 2016 and Northern District of California, January 27, 2016 EDUCATION John F. Kennedy University School of Law, Pleasant Hill, CA Degree: Juris Doctorial, Graduation date December 2010. Public Interest Law Certificate Santa Clara University School of Law, Santa Clara, CA Honors: Recipient of the Law Faculty Scholarship. Attended: August 2003–June 2004 California School of Professional Psychology, Alameda, CA Degree: M.A. in Organizational Development and Change Leadership, June 2002 Honors: Completion of all PhD level courses Tuskegee University, Tuskegee, AL Degree: B.A. in Psychology, May 2000. Honors: Vice National Deans List and Published as a Who’s Who Among America College Students Scholar LEGAL EXPERIENCE Key Counsel, P.C. September 2018- Current Attorney/Partner Managing a two-attorney law practice and legal staff. Litigation in civil, probate, adoption and estate planning from intake to closure of the matter. Primary litigation in probate and estate

planning. Court appointed counsel on the Contra Costa County Guardianship and Conservatorship Panels. Administrative task includes: administering payroll; trainings; marketing; accounts payable and receivable, tax and 1099 reporting, and billing. The Life Law Group Firm January 2017-Current Attorney Established a solo probate, estate, and civil planning law practice. Manage office staff, marketing, and all cases independently to settlement or through litigation. Responsible for maintaining books of business and billable hours. I serve as a member of the Contra Costa County Criminal Conflicts Panel. As a member of the Panel, I accept court appointments on Probate and Criminal Matters. Provide pro bono service to the community through the Volunteer Legal Service Panel of the Bar Association of San Francisco and the Aids Legal Services Panel. Legal experience: Litigation, drafting pleadings, client and case management, settlement negotiations, discovery, and jury and non-jury trials. Life Law Group, LLP March 2013-December 2016 Attorney/Partner Managed a three-attorney law practice and legal staff. Litigation in civil, probate, adoption and criminal law from intake to closure of the matter. Primary litigation in probate and civil. Court appointed counsel on the Contra Costa County Criminal, Guardianship and Conservatorship Panels. Administrative task includes: administering payroll; trainings; marketing; accounts payable and receivable, tax and 1099 reporting, and billing. John F. Kennedy University January 2016-September 2016 Adjunct Law Professor Part-time instructor of the legal methods course to first year law students. Responsible for full 15 weeks of instruction and grading. Also responsible for development of lessons and testing. Law Office of Patanisha Davis-Jenkins January 2012-February 2013 Attorney Established a solo law practice in the following areas of law: Family, Adoption, Estate Planning, Probate, and Landlord/ Tenant. Manage office staff, marketing, and all cases independently to settlement or through litigation. Responsible for maintaining books of business and billable hours. Provide pro bono service to the community through the Volunteer Legal Service Panel of the Bar Association of San Francisco and the Aids Legal Services Panel. Law School Admissions Council (LSAC) June 2010-May 2017 Site Supervisor As the site supervisor I am responsible for the overall administration of the Law School Admissions Test (LSAT) and Multistate Professional Responsibility Exam (MPRE) at my testing center. I am required to hire and manage test proctors and room supervisors and oversee that the test is ran to the LSAC Protocol and using the highest security measures. John F. Kennedy University Housing Advocacy Clinic August 2010-December 2010 Clinical Intern As a certified law student and under the supervision of counsel I dispensed legal advice to clients with housing issues and disputes, on matters including landlord/tenant disputes, unlawful detainers, and habitability. Provided legal assistance to clients through Bay Area Legal Aid and the San Francisco Tenants Union. Drafted retainer agreements, medical releases, settlement agreements, among other client documents. San Francisco District Attorney's Office August 2009-December 2009 Law Clerk (Internship) As a certified law student I provided assistance to the Assistant District Attorney's in the preliminary department. Responsible for drafting and filing motions in a timely manner, including oppositions to motions for dismissal, opposition to 1538.5 motions, and the Peoples complaints. Under the supervision of counsel, litigated in the preliminary department over the preliminary hearing. Napa County Superior Court June 2009-August 2009 Judicial Clerk (Internship) Provided research assistance to superior court judges and the alternative dispute resolution department. Met with superior court judges, Napa County Public Defender and District Attorney to obtain critical litigation techniques and advice on career advancement. Bay Area Legal Aid June 2008-August 2008 Law Clerk (Internship) Provided legal assistance to victims of domestic violence in the matters of family law, restraining orders, and immigration assistance. Assist with documenting and drafting of temporary restraining orders to be presented to the courts. Eden Area Regional Occupation Program August 2004-June 2009 Criminal Justice Instructor Provided assistance with curriculum development. Develop course goals and lesson plans. Taught criminal justice to more than 145 San Leandro High School Students per semester. Taught on subjects including: The history and structure of the criminal justice system, history of law enforcement, constitutional law, substantive and procedural law, trial process/procedure, and corrections. Taught life skills including: time and conflict management, money management, and the fundamentals of job and college searches. Drafted a course textbook. Assisted in establishing the entire Introduction to Criminal Justice Programs as a model practice to be recognized by the State of California.

AFFILIATIONS AND PUBLIC SERVICE -California Women Lawyers Executive Board – Affiliate Governor, Chair of Diversity Committee -Contra Costa County Bar Association Women Section Executive Board – Past President -Contra Costa County Bar Association East County Section - Program Chair - Contra Costa County Bar Association Diversity Committee -Member of the Contra Costa County Conflicts Panel (Probate) -Member of the Contra Costa County Bar Assn. (Women's Section, Solo and Small Firms Section, Barristers, East County) -Member of the Robert G. McGrath American Inn of Court - Associate - Member of EBTEL (East Bay Trust and Estate Lawyers) -Member of the Aids Legal Referral Panel (Landlord/Tenant, Estate Planning, Civil, and DV Issues) -Member of the Conference of California Bar

Associations - Contra Costa County -Bay Area Tuskegee Alumni Club - Former Vice President -Alameda County Bar Association -American Bar Association PUBLICATIONS Book: Barren, But Not Broken: A Guide from Infertility to Adoption, 2019 Article: <https://www.cccbba.org/article/diversity-considerations-in-the-appointment-of-counsel-for-conservatees-unintentional-implicit-bias/>

[PD_RESUME_Updated_19.docx](#)

Upload a Resume

Conflict of Interest and Certification

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

Yes No

If Yes, please identify the nature of the relationship:

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

Yes No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and undersand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

I Agree

PA`TANISHA ENA DAVIS, ESQ.
, Brentwood CA 94513

Email: [REDACTED]

BAR MEMBERSHIP

California Licensed Attorney: #281261, Issued by The State Bar of California, December 2011.

Federal Court Admittance: Admitted to practice in U.S. District Court: Eastern District of California, February 16, 2016 and Northern District of California, January 27, 2016

EDUCATION

John F. Kennedy University School of Law, Pleasant Hill, CA

Degree: Juris Doctorial, Graduation date December 2010. **Public Interest Law Certificate**

Santa Clara University School of Law, Santa Clara, CA

Honors: Recipient of the Law Faculty Scholarship. Attended: August 2003–June 2004

California School of Professional Psychology, Alameda, CA

Degree: M.A. in Organizational Development and Change Leadership, June 2002

Honors: Completion of all PhD level courses

Tuskegee University, Tuskegee, AL

Degree: B.A. in Psychology, May 2000.

Honors: Vice National Deans List and Published as a Who's Who Among America College Students Scholar

LEGAL EXPERIENCE

Key Counsel, P.C.

September 2018- Current

Attorney/Partner

Managing a two-attorney law practice and legal staff. Litigation in civil, probate, adoption and estate planning from intake to closure of the matter. Primary litigation in probate and estate planning. Court appointed counsel on the Contra Costa County Guardianship and Conservatorship Panels. Administrative task includes: administering payroll; trainings; marketing; accounts payable and receivable, tax and 1099 reporting, and billing.

The Life Law Group Firm

January 2017-Current

Attorney

Established a solo probate, estate, and civil planning law practice. Manage office staff, marketing, and all cases independently to settlement or through litigation. Responsible for maintaining books of business and billable hours. I serve as a member of the Contra Costa County Criminal Conflicts Panel. As a member of the Panel, I accept court appointments on Probate and Criminal Matters. Provide pro bono service to the community through the Volunteer Legal Service Panel of the Bar Association of San Francisco and the Aids Legal Services Panel. Legal experience: Litigation, drafting pleadings, client and case management, settlement negotiations, discovery, and jury and non-jury trials.

Life Law Group, LLP

March 2013-December 2016

Attorney/Partner

Managed a three-attorney law practice and legal staff. Litigation in civil, probate, adoption and criminal law from intake to closure of the matter. Primary litigation in probate and civil. Court appointed counsel on the Contra Costa County Criminal, Guardianship and Conservatorship Panels. Administrative task includes: administering payroll; trainings; marketing; accounts payable and receivable, tax and 1099 reporting, and billing.

John F. Kennedy University

January 2016-September 2016

Adjunct Law Professor

Part-time instructor of the legal methods course to first year law students. Responsible for full 15 weeks of instruction and grading. Also responsible for development of lessons and testing.

Law Office of Patanisha Davis-Jenkins

January 2012-February 2013

Attorney

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Law School Admissions Council (LSAC)

June 2010-May 2017

Site Supervisor

As the site supervisor I am responsible for the overall administration of the Law School Admissions Test (LSAT) and Multistate Professional Responsibility Exam (MPRE) at my testing center. I am required to hire and manage test proctors and room supervisors and oversee that the test is ran to the LSAC Protocol and using the highest security measures.

John F. Kennedy University Housing Advocacy Clinic

August 2010-December 2010

Clinical Intern

As a certified law student and under the supervision of counsel I dispensed legal advice to clients with housing issues and disputes, on matters including landlord/tenant disputes, unlawful detainers, and habitability. Provided legal assistance to clients through Bay Area Legal Aid and the San Francisco Tenants Union. Drafted retainer agreements, medical releases, settlement agreements, among other client documents.

San Francisco District Attorney's Office

August 2009-December 2009

Law Clerk (Internship)

As a certified law student I provided assistance to the Assistant District Attorney's in the preliminary department. Responsible for drafting and filing motions in a timely manner, including oppositions to motions for dismissal, opposition to 1538.5 motions, and the Peoples complaints. Under the supervision of counsel, litigated in the preliminary department over the preliminary hearing.

Napa County Superior Court

June 2009-August 2009

Judicial Clerk (Internship)

Provided research assistance to superior court judges and the alternative dispute resolution department. Met with superior court judges, Napa County Public Defender and District Attorney to obtain critical litigation techniques and advice on career advancement.

Bay Area Legal Aid

June 2008-August 2008

Law Clerk (Internship)

Provided legal assistance to victims of domestic violence in the matters of family law, restraining orders, and immigration assistance. Assist with documenting and drafting of temporary restraining orders to be presented to the courts.

Eden Area Regional Occupation Program

August 2004-June 2009

Criminal Justice Instructor

Provided assistance with curriculum development. Develop course goals and lesson plans. Taught criminal justice to more than 145 San Leandro High School Students per semester. Taught on subjects including: The history and structure of the criminal justice system, history of law enforcement, constitutional law, substantive and procedural law, trial process/procedure, and corrections. Taught life skills including: time and conflict management, money management, and the fundamentals of job and college searches. Drafted a course textbook. Assisted in establishing the entire Introduction to Criminal Justice Programs as a model practice to be recognized by the State of California.

AFFILIATIONS AND PUBLIC SERVICE

- California Women Lawyers Executive Board – Affiliate Governor, Chair of Diversity Committee
- Contra Costa County Bar Association Women Section Executive Board – Past President
- Contra Costa County Bar Association East County Section - Program Chair
- Contra Costa County Bar Association Diversity Committee
- Member of the Contra Costa County Conflicts Panel (Probate)
- Member of the Contra Costa County Bar Assn. (Women's Section, Solo and Small Firms Section, Barristers, East County)
- Member of the Robert G. McGrath American Inn of Court - Associate
- Member of EBTEL (East Bay Trust and Estate Lawyers)
- Member of the Aids Legal Referral Panel (Landlord/Tenant, Estate Planning, Civil, and DV Issues)
- Member of the Conference of California Bar Associations - Contra Costa County
- Bay Area Tuskegee Alumni Club - Former Vice President
- Alameda County Bar Association
- American Bar Association

PUBLICATIONS Barren, But Not Broken: A Guide from Infertility to Adoption, 2019

FACT ROSTER January 2021 - DRAFT

Committee Seats (5)	At-Large Members (5)	District Seats (5)
<p>1. First 5 Commission Exp. 09/30/2022 Lisa R. Johnson ████████████████████ Concord, CA 94520 ████████████████████</p> <p>2. School Representative Exp. 09/30/2022 Karin Kauzer ████████████████████ Walnut Creek, CA 94595 ████████████████████</p> <p>3. Child Development Early Childhood Education/Local Planning Council Exp. 09/30/2022 Micaela Mota ████████████████████ Richmond, CA 94804 ████████████████████</p> <p>4. Child Abuse Prevention Council Exp. 09/30/2021 Carol Carrillo, MSW ████████████████████ Concord, CA 94520 ████████████████████</p> <p>5. Mental Health Exp. 09/30/2021 Dr. Allyson Mayo ████████████████████</p>	<p>1. Pa'tanisha Davis Exp. 09/30/2022 ████████████████████ Brentwood, CA 94513 ████████████████████ ████████████████████</p> <p>2. Katie Callahan Cisco Exp. 09/30/2022 ████████████████████ Concord, CA 94521 ████████████████████</p> <p>3. David Leimsieder Exp. 09/30/2021 ████████████████████ Walnut Creek, CA 94596 ████████████████████</p> <p>4. Joseph DeLuca Exp. 09/30/2021 ████████████████████ Lafayette, CA 94549 ████████████████████</p> <p>5. Jennifer Early Exp. 09/30/2022 ████████████████████ Richmond, CA 94804 ████████████████████</p>	<p>District I Exp. 09/30/2021 Supervisor John Gioia Richard Bell ████████████████████ El Cerrito, CA 94530 ████████████████████</p> <p>District II Exp. 09/30/2021 Supervisor Candace Andersen Mary Flott Exp. 09/30/2022 ████████████████████ Alamo, CA 94507 ████████████████████</p> <p>District III Exp. 09/30/2022 Supervisor Diane Burgis Vacant</p> <p>District IV Exp. 09/30/2021 Supervisor Karen Mitchoff PENDING Vacancy</p> <p>District V Exp. 09/30/2021 Supervisor Federal Glover Vacant</p>
	<p align="center">Staff to FACT (2)</p> <p>Elaine Burres 40 Douglas Drive Martinez, CA 94553 O: (925) 608-4960 eburres@ehsd.cccounty.us</p> <p>Laura Malone (temp) 40 Douglas Drive Martinez, CA 94553 O: (925) 608-4943 malonl@ehsd.cccounty.us</p> <p align="center">Reception: (925) 608-5000</p>	



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 2, 2021

Subject: Appointment to the Arts and Culture Commission

RECOMMENDATION(S):

APPOINT Carolyn Considine as a non-voting Youth Advisor on the Arts and Culture Commission for a one-year term, as recommended by the Family and Human Services Committee. Consider with Agenda Item C. 91.

FISCAL IMPACT:

NA

BACKGROUND:

On January 4, 2021, the Arts and Culture Commission approved the recommendation to appoint Carolyn Considine as a non-voting Youth Advisor for a one-year term. Family and Human Services Committee considered and recommended the Board approve this appointment.

Separately today, the Board is considering an item to create two non-voting youth members for the Arts and Culture Commission. The commission is requesting that the Bylaws be modified to add two non-voting Youth Advisor members. Each Youth Advisor will be a high school or college student. Each Youth Advisor will be interviewed and recommended by the Commission for appointment by the Board of Supervisors for a one-year term. Additionally, each Youth Advisor will perform a Commission-approved service project during their respective term.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Dennis Bozanich
925-655-2050

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The Youth Advisors will be expected to attend all Commission meetings and other Commission activities as needed.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to fill vacant advisory body seats will reduce public input.

CHILDREN'S IMPACT STATEMENT:

NA

ATTACHMENTS

Application - Considine

Application Form

Profile

Carolyn

First Name

Considine

Last Name

Middle Initial

[Redacted]

Home Address

Suite or Apt

Lafayette

City

CA

State

94549

Postal Code

Home:

[Redacted]

Primary Phone

[Redacted]

Email Address

Which supervisorial district do you live in?

District 2

Education

Select the option that applies to your high school education *

None of the above

College/ University A

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

College/ University B

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

Arts & Culture Commission: Submitted

Seat Name

Youth Council Leader

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If you have attended, how many meetings have you attended?

4 or so

Please explain why you would like to serve on this particular board, committee, or commission.

I have been working as a volunteer for the Contra County Arts and Culture Commission for the last year. During this time, I've had the opportunity to lead a number of youth related projects including an in-person Youth Art Café, a virtual Art Café, a virtual online gallery (with over 100 youth artists) and most recently a collaborative art project called "Project We." I am passionate about the arts and believe they can be a force for good in our world. It has been wonderful to work with the AC5 team and I hope that will continue moving forward!

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

Yes No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

Yes No

List any volunteer or community experience, including any advisory boards on which you have served.

I co-founded a volunteer organization called Meaningful Teens that provides virtual tutoring for low income children during COVID. We have tutored over 300 students across several states since the organization started in March of last year.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Per the above, I have led a number of art related events for the youth in Contra Costa County through AC5 including two art panels, a virtual gallery of high school art in the county, and a collaborative art project that was filmed. My family is very involved in the arts and I would like to pursue art history in college.

[CarolynConsidine2019.docx](#)

Upload a Resume

Conflict of Interest and Certification

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

Yes No

If Yes, please identify the nature of the relationship:

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

Yes No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

I Agree

Carolyn Considine



EXPERIENCE

Viva Español Summer Camp, Lafayette, CA — Teen volunteer

Summer 2018

Assisted and cared for children aged 5 to 10 years old, introducing various crafts and games while teaching basic Spanish.

Friends Games and Play, Diablo, CA — Organizer & volunteer

Summer 2018

Orchestrated a weekly group of five teen volunteers to engage with autistic teens through card games, drawing, and piano, all while socializing and teaching them interactive skills.

Girl Scouts, Bay Area

2016 - Present

Currently coordinating with our troop, a project of girl empowerment by conducting surveys and designing an enabling message for girls at local schools.

EDUCATION

Stanford OHS, Palo Alto, CA

September 2016 - Present

Attended middle school and currently a freshman at Stanford Online High School.

PROJECTS

Concord Review article researching

Independently starting to research the history of the Irish Troubles after visiting Northern Ireland and the Peace Walls. I hold dual citizenship with Ireland.

STATEMENT

As a volunteer at the Fine Arts Museums of San Francisco, I would enthusiastically participate in any assignment. I would bring a fresh

SKILLS

Social media

Babysitting/good with children

Coding with Python and Arduino

Google Docs

Enjoy art history, travel, museums, design, helping people, and reading

LANGUAGES

Spanish level 3

Beginning Portuguese

perspective to this opportunity, one that would resonate with young adults and encourage them to develop an appreciation for the fine arts.



**Contra
Costa
County**

To: Board of Supervisors
From: Deborah R. Cooper, Clerk-Recorder
Date: February 2, 2021

Subject: APPOINT, In-Lieu of Election, Member of the Contra Costa County Retirement Board

RECOMMENDATION(S):

APPOINT, in lieu of election, Reginald Powell, Woodland, CA 95776, as Alternate Safety Member #7 of the Contra Costa County Employees' Retirement Association Board of Trustees to a term ending June 30, 2023.

FISCAL IMPACT:

None

BACKGROUND:

For the election scheduled April 6, 2021, only one candidate filed for the vacant seat of Alternate Safety Member #7 of the Contra Costa County Retirement Board.

Election Code section 10515 requires that candidates who filed for an office for which the number of candidates equaled or did not exceed the number required to be elected, be "Appointed-in-Lieu of Election" by the Board of Supervisors as if they were elected.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board take no or negative action, the candidate will not be sworn in as provided by law.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Rosa Mena,
925.335.7806

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Appropriation & Revenue Adjustment for the purchase of Road Maintenance vehicles

RECOMMENDATION(S):

APPROVE Appropriation and Revenue Adjustment No. 005021 and AUTHORIZE the transfer of appropriations in the amount of \$75,000 from Road Maintenance to ISF Fleet Services for the purchase of two (2) trucks, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

This action increases appropriations in ISF Fleet services (fund 150100) and reduces appropriations in Road Maintenance (fund 110800) by \$75,000. (100% Fleet Internal Service Fund)

BACKGROUND:

The Public Works Road Maintenance Division is replacing two pick-up trucks previously deadlined. The purchase of the vehicles was included in the FY 2020/21 Roads capital budget.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Road Maintenance Division will not be able to purchase vehicles needed to provide services throughout the County.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Michelle Gonsalves
(925) 313-2123

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS
TC24/27_AP005021

CONTRA COSTA COUNTY
 APPROPRIATION ADJUSTMENT /
 ALLOCATION ADJUSTMENT
T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT : Public Works Department				
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
0672	4953	Autos & Trucks	75,000	00		
0672	5011	Reimbursement Gov Fund/ Gov Fund			75,000	00
4284	4953	Autos & Trucks			75,000	00
TOTALS			75,000	00	150,000	00

APPROVED

AUDITOR-CONTROLLER:

BY:  DATE 11/13/20

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

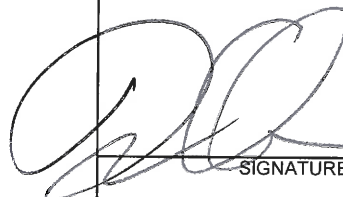
YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

Transfer appropriation from org. 0672 (Road Maintenance) to org. 4284 (ISF Fleet Services) to purchase 2 ISF trucks.



Chief of Fiscal
Services

SIGNATURE

TITLE

DATE

1/7/21

APPROPRIATION APOO

ADJ. JOURNAL NO.

5021

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 : Public Works Department			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
4284	9951	Reimbursements- Gov / Gov	75,000	00	
TOTALS			75,000	00	0 00

APPROVED

AUDITOR-CONTROLLER:
 BY:  DATE 1/13/20

COUNTY ADMINISTRATOR:
 BY: _____ DATE _____

BOARD OF SUPERVISORS:

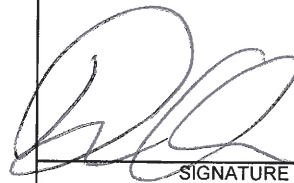
YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

Transfer appropriation from org. 0672 (Road Maintenance) to org. 4284 (ISF Fleet Services) to purchase 2 ISF trucks.



Chief of Fiscal
Services

SIGNATURE

TITLE

DATE

1/1/21

REVENUE ADJ.

RAOO

5021

JOURNAL NO.



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: February 2, 2021

Subject: ADJUST REVENUE FROM FAA GRANT, STATE MATCH GRANT AND AIRPORT CASH FUND AND APPROPRIATION FOR EXPENDITURES AT CCR FOR FY 2020/21

RECOMMENDATION(S):

APPROVE Fiscal Year (F/Y) 2020/21 Appropriation and Revenue Adjustment No.005023 in the amount of \$4,910,670 to add the cost and revenue for the completion of the Buchanan Field runway 14L/32R reconstruction project.

FISCAL IMPACT:

No impact to the County General Fund. The project was funded as follows: \$4,462,190 Federal Aviation Administration Grant Funds, \$150,000 State Match Grant Funds remaining \$298,480 Airport Enterprise Fund.

BACKGROUND:

The Airports Division applied for and received Federal Aviation Administration Grant funds in the amount of \$5,316,232 and State Match Grant Funding of the maximum amount of \$150,000 to cover the capital expenditure for the reconstruction of runway 14L/32R at Buchanan Field Airport. The entire project was estimated to cost \$5,906,924 and expected to start in early April 2020. As such, the expectation was for the project expenditures to be incurred during the 19/20 budget. Due to Covid-19 and shelter in place orders, however, the project was delayed in starting and then stalled on various occasions due to inability for the contractor to obtain needed materials and equipment. As a result, the project expenditures anticipated in FY 2019/20 were actually incurred in the current 20/21 fiscal year. The appropriation is needed to accurately reflect the expense and revenue in our current year budget.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Beth Lee (925)
681-4200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Airport Enterprise Fund budget will be out of balance as expenditures will far exceed current Airport budget and revenues will be understated.

ATTACHMENTS

TC24/27_AP005023

CONTRA COSTA COUNTY
 ESTIMATED REVENUE ADJUSTMENT/
 ALLOCATION ADJUSTMENT - CONTROLLER
 T/C 24 2021 JAN 21 P 2:29

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT :			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
4855	9522	FED AID AIRPORT CONST	4,462,190	00	
4855	9210	STATE AID FOR AVIATION	150,000	00	
4841	8981	FUND BALANCE AVAILABLE	298,480	00	
TOTALS			4,910,670	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY:  DATE 1/22/21

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

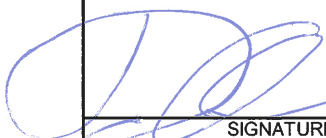
YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

Appropriation Adjustment to revenues to reflect investment revenues and grant funding to offset increased expenditures.

 Chief of Fiscal Services 1/21/21

SIGNATURE TITLE DATE

REVENUE ADJ. RAOO 5023

JOURNAL NO.

CONTRA COSTA COUNTY
 APPROPRIATION ADJUSTMENT /
 ALLOCATION ADJUSTMENT
 AUDITOR-CONTROLLER
 T/C 27 2021 JAN 21 P 2:29


AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT : Public Works - Airport Division			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
4855	4661	BFA AIP25 14L/32R RECONST			4910670 00
TOTALS			0	00	4,910,670 00

APPROVED

AUDITOR-CONTROLLER:
 BY:  DATE 1/22/21

COUNTY ADMINISTRATOR:
 BY: _____ DATE _____

BOARD OF SUPERVISORS:


YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

Appropriation Adjustment to expenditures to more accurately reflect expenses.

 Chief of Fiscal Services
 SIGNATURE TITLE DATE 1/21/21

APPROPRIATION APOO 5023
 ADJ. JOURNAL NO.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 2, 2021

Subject: TRANSITIONING THE CONTRA COSTA COUNTY CIVIL GRAND JURY FROM A FISCAL YEAR TO CALENDAR YEAR TERM AND BACK AGAIN

RECOMMENDATION(S):

ADOPT Resolution No. 2021/39 transitioning the Contra Costa County Civil Grand Jury from a fiscal year to calendar year term in 2021 and back to a fiscal year term beginning July 2022, pursuant to California Penal Code section 905.5(b).

FISCAL IMPACT:

The 2021/22 civil grand jury budget of \$156,000 may be under-expended by an undetermined amount since the grand jury will be active for only six months of the 2021/22 fiscal year.

BACKGROUND:

Every county is required to have a civil grand jury. The grand jury is an autonomous body that has statutorily prescribed duties, which primarily involve investigating local government operations.

The Contra Costa County Civil Grand Jury operates on a fiscal year basis from July to June. Accordingly, as the COVID-19 public health crisis emerged in February 2020, the Grand Jury was still in the process of conducting its investigations and completing its reports for the 2019/20 fiscal year. During this same time, the Presiding Judge of the Superior Court was in the process of soliciting applications and evaluating qualifications for the fiscal year 2020/21 grand jury. The Grand Jury's ability to complete its work and the

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Julie DiMaggio Enea
(925) 655-2056

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Superior Court CEO, CAO - Enea

BACKGROUND: (CONT'D)

Court's efforts to identify a succeeding grand jury were impacted by the COVID-19 pandemic, and the Court was unable to impanel a new grand jury until December 11, 2020.

Pursuant to Penal Code section 905.5(b), a county board of supervisors may change the fiscal year grand jury term to a calendar year term and provide for an appropriate transition for the current grand jury. The proposed resolution will authorize the Contra Costa County Civil Grand Jury to transition to a calendar year term in 2021 to address the challenges created by the COVID-19 public health crisis, enable the current grand jury to service for a one-year term, and then transition back to a fiscal year term in 2022 to coincide with the County budgeting basis.

The Court requested and supports this recommended action.

CONSEQUENCE OF NEGATIVE ACTION:

The Grand Jury's term of the newly impaneled jury would be only six months and not sufficient to fulfill their role and responsibility. Also, the Superior Court would have difficulty in impaneling a succeeding grand jury in July 2021 as currently required.

ATTACHMENTS

Resolution 2021/39

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

Adopted this Resolution on 02/02/2021 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2021/39

IN THE MATTER OF TRANSITIONING THE CONTRA COSTA COUNTY CIVIL GRAND JURY FROM A FISCAL YEAR TO CALENDAR YEAR IN 2021, AND THEN RETURNING TO A FISCAL YEAR TERM IN 2022, PURSUANT TO CALIFORNIA PENAL CODE SECTION 905.5(b)

WHEREAS, the Contra Costa County Civil Grand Jury is an independent arm of the Superior Court of California, but the Contra Costa County Board of Supervisors has some legislative control over the Grand Jury; and

WHEREAS, Article I, Section 23 of the California Constitution requires that "[o]ne or more grand juries shall be drawn and summoned at least once a year in each county"; and

WHEREAS in Contra Costa County, the Grand Jury operates on a fiscal year term from July to June (Cal. Pen. Code section 905.5(a)); and

WHEREAS, California Penal Code section 905.5(b) permits a county board of supervisors to authorize that a grand jury be impaneled and serve on a calendar year basis instead of a fiscal year basis and that, during this transition from a fiscal-year to a calendar-year term, the current grand jury may serve for up to 18 months; and

WHEREAS, because of the COVID-19 pandemic, the Superior Court was hindered in its efforts to evaluate the qualifications of potential succeeding grand jurors, undertake the selection process, and prepare for the empanelment of a 2020/21 civil grand jury and, consequently, did not impanel that jury until December 11, 2020; and

WHEREAS, the duties and responsibilities of the current grand jury can best be accomplished if the Grand Jury term is moved from a fiscal year to a calendar-year term to allow the current Grand Jury an additional six months, through December 31, 2021, to complete its duties and responsibilities; and

WHEREAS, the Superior Court and County desire to return to transition the civil grand jury back to a fiscal year term beginning in July 2022;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Penal Code section 905.5(b), the term of the current Civil Grand Jury in Contra Costa County shall be transitioned to a calendar year term and extended through December 31, 2021; and

BE IT FURTHER RESOLVED that the succeeding Civil Grand Jury in Contra Costa County will transition back to a fiscal year term beginning July 1, 2022.

I hereby certify that this 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: Julie DiMaggio Enea (925)
655-2056**

ATTESTED: February 2, 2021
Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Superior Court CEO, CAO - Enea



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 2, 2021

Subject: Agreement with UC Berkeley Goldman School of Public Policy for Student Training Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute the Unpaid Student Training Agreement with UC Berkeley Goldman School of Public Policy.

FISCAL IMPACT:

There is no financial cost to the County outside of staff time to supervise the Goldman School Student.

BACKGROUND:

The UC Berkeley Goldman School of Public Policy conducts a client-based policy analysis training program for its public policy students pursuing Master's degrees, in cooperation with various local agencies and nonprofit organizations. Through enrollment in this program, Goldman School students will receive field experience and instruction from the Contra Costa County Department of Conservation and Development (DCD) and the County will receive assistance in achieving its Climate Action Plan goals. The participating student will evaluate financing alternatives for private property owners seeking to install energy efficiency improvements on their property, thereby reducing greenhouse gas emissions as set forth in the County's Climate Action Plan. The agreement specifies that this is an unpaid student training program, and students are not employees of the County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Jody London,
925-674-7871

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to authorize this agreement would deprive the County of a graduate level research project that supports the County's goals in clean energy and environmental sustainability.

ATTACHMENTS

Program Plan Agreement Between County and Goldman School

PROGRAM PLAN

Number 26-

1. **Purpose of the Program.** The University of California, Berkeley, Goldman School of Public Policy (hereinafter referred to as “Goldman School”) conducts a client-based policy analysis training program for its public policy students pursuing Master’s degrees, in cooperation with various local agencies and non-profit organizations. The Contractor desires to have its students enrolled in this program to receive field experience and instruction from the Contra Costa County Department of Conservation and Development (County), and the County is willing to provide such experience and instruction under the terms and conditions hereinafter set forth. Therefore, the parties will undertake a program whereby such instruction and experience will be provided in accordance with this Agreement (Program), mutually agreed to by the parties.

2. **Goldman School’s Obligations.** Goldman School shall:
 - a. Advertise opportunities for student participation in the Program conducted pursuant to this Agreement (Participants).
 - b. Participants will apply to the County through the process and portal established by the Goldman School;
 - g. The Goldman School will retain ultimate responsibility for the education of its students.

3. **County’s Obligations.** County shall:
 - a. Develop projects for which student analysis is needed, and submit those project proposals through the process and portal established by the Goldman School;
 - b. Determine which student(s) will be selected from among those who apply;
 - c. Develop a written project scope, timeline, and objectives, through collaboration with the student(s) and Goldman School;
 - d. Meet with the student(s) on a regular basis, ideally weekly, to discuss project progress and identify information needed to meet the objectives of the project;
 - e. Have the right to terminate the participation of any student in the program for failure to follow the instructions of County, or for any other lawful reason. In the event of such termination, County shall give prompt written notice to the Goldman School.

4. **Joint Obligations.** County and Contractor shall jointly:
 - a. Communicate about opportunities to submit projects for which students can apply, according to the schedule developed by the Goldman School as part of its Advanced Policy Analysis, Capstone Analytic Project, and Introduction to Policy Analysis classes;
 - b. Plan for periodic review of this Agreement.

Initials: CCC _____
Contractor County Dept.

PROGRAM PLAN

Number 26-

5. **Participants' Obligations.** The Goldman School shall ensure that its students:
 - a. Execute the County's Unpaid Student Training Participant Agreement (attached as Exhibit A hereto) upon acceptance by the County for a project;
 - b. Abide by County policies and regulations;
 - c. Conduct themselves in an appropriate professional manner consistent with responsibility.

6. **Contractor, County and Participant Agreement.** Students are not entitled to reimbursement by County for expenses associated with the use of personal vehicles while engaged in the Program covered by this Agreement. Participants are not entitled to any compensation from County during their participation in the Goldman School's Program, unless specifically agreed upon. Participants may receive course credit from Goldman School for their participation in the Program covered by this Agreement.

Initials: CCC _____
Contractor County Dept.

Contra Costa County

UNPAID STUDENT TRAINING PARTICIPANT AGREEMENT

The County of Contra Costa ("County") and the Participant named below agree as follows:

1. Participant will engage in training for a County department pursuant to a contract between the County and a contractor sponsoring the Participant, hereinafter the "Training Program."
2. Participant agrees that in connection with Training Program, Participant is a volunteer, and will obtain no employment rights or employment benefits from the County and waives any claim to any employment rights or employment benefits from the County based upon Participant's training services, whether or not authorized under such contract. Participant is not entitled to any monetary compensation or expense reimbursement from County for participation in Training Program; Participant acknowledges that his/her participation in the Training Program is for his/her personal benefit and solely for educational purposes, and that he/she may receive course credit from the educational institution at which he/she is enrolled.
3. Participant further agrees that he/she has read and understands the Unpaid Student Training Agreement (identified in paragraph 8, below) between the County and Participant's sponsoring contractor.
4. County or Participant may terminate this agreement upon three day's notice, or without prior notice by mutual consent or for cause. Otherwise this agreement terminates upon termination of the Contract between the County and Participant's sponsoring contractor.
5. The term of this agreement commences on the date that it is executed by both the County and Participant and terminates on the date that Participant completes his/her assigned placement in the Conservation and Development Department under the contract between the County and the Contractor identified in Paragraph 8 below.
6. Neither the County nor any agent, officer, servant, or employee of the County shall undertake or incur any liability or other responsibility respecting the quantity, quality, kind, or value of the training of Participant and no warranty, express or implied, shall exist in that regard.
7. Entire Contract. This Agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. **Identification of Unpaid Student Training Agreement:** Number
Contractor University of California, Berkeley, Goldman School of Public Policy
County Department Conservation and Development

CONTRA COSTA COUNTY

PARTICIPANT

Cecille C. Cabacungan

(Printed Name)

By _____
(Designee)

Cecille C. Cabacungan
(Signature)

UNPAID STUDENT TRAINING PARTICIPANT AGREEMENT

The County of Contra Costa ("County") and the Participant named below agree as follows:

1. Participant will engage in training for a County department pursuant to a contract between the County and a contractor sponsoring the Participant, hereinafter the "Training Program."
2. Participant agrees that in connection with Training Program, Participant is a volunteer, and will obtain no employment rights or employment benefits from the County and waives any claim to any employment rights or employment benefits from the County based upon Participant's training services, whether or not authorized under such contract. Participant is not entitled to any monetary compensation or expense reimbursement from County for participation in Training Program; Participant acknowledges that his/her participation in the Training Program is for his/her personal benefit and solely for educational purposes, and that he/she may receive course credit from the educational institution at which he/she is enrolled.
3. Participant further agrees that he/she has read and understands the Unpaid Student Training Agreement (identified in paragraph 8, below) between the County and Participant's sponsoring contractor.
4. County or Participant may terminate this agreement upon three day's notice, or without prior notice by mutual consent or for cause. Otherwise this agreement terminates upon termination of the Contract between the County and Participant's sponsoring contractor.
5. The term of this agreement commences on the date that it is executed by both the County and Participant and terminates on the date that Participant completes his/her assigned placement in the Conservation and Development Department under the contract between the County and the Contractor identified in Paragraph 8 below.
6. Neither the County nor any agent, officer, servant, or employee of the County shall undertake or incur any liability or other responsibility respecting the quantity, quality, kind, or value of the training of Participant and no warranty, express or implied, shall exist in that regard.
7. Entire Contract. This Agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. **Identification of Unpaid Student Training Agreement:** Number
Contractor University of California, Berkeley, Goldman School of Public Policy
County Department Conservation and Development

CONTRA COSTA COUNTY

PARTICIPANT

Leo Steinmetz
 (Printed Name)

By _____
 (Designee)

Leo Steinmetz 1/18/2021
 (Signature)



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: February 2, 2021

Subject: Reallocate the Salary of the Sheriff Crime Analyst Classification

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25651 to reallocate the salary of the Sheriff's Crime Analyst (64VA) (represented) classification and its incumbents on the Salary Schedule from V#5 1002 (\$6,038.45 - \$7,523.27) to V#5 1002 (\$6,516.56 - \$8,316.97) in the Office of the Sheriff.

FISCAL IMPACT:

The maximum cumulative annual impact is \$66,470 of which \$39,386 is increased retirement cost. No Net County Cost. 100% of cost funded from P-6 CAB revenue.

BACKGROUND:

The Sheriff's Crime Analyst position's responsibilities have expanded significantly over the years with advancements of technology and the legislative reporting requirement placed upon law enforcement. The crime analysts are now required to be certified as Crime and Intelligence Analysts through the California Department of Justice. The crime analysts are now court recognized experts in the field of cellular call data analysis and routinely provide court testimony in homicide gang, and sexual assault cases.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Mary Jane Robb (925)
655-0005

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Sylvia Wong Tam, MJ Robb

BACKGROUND: (CONT'D)

Due to the expansion of responsibilities and certification requirements the classification is now expected perform, the Office requests that the classification's salary schedule be reviewed to bring it more inline with the expanded duties as well as become more equitable with comparable jurisdictions.

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff may be detrimentally impacted by the loss of highly trained personnel and would continue to experience difficulty retaining and attracting candidates.

ATTACHMENTS

P300 No. 25261

POSITION ADJUSTMENT REQUEST

NO. 25651
DATE 7/17/2020

Department Office of the Sheriff Department No./
Budget Unit No. 0255 Org No. 2535 Agency No. 25
Action Requested: Reallocate salary of Sheriff's Crime Analyst (64VA) and its incumbents from (\$6,038.45 - \$7,523.27) to (\$6,516.56 - \$8,316.97).

Proposed Effective Date: 9/1/2020

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

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

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

Total annual cost \$66,470.64 Net County Cost \$0.00
Total this FY \$60,931.42 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Revenue From P-6 CAB

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

Mary Jane Robb

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Paul Reyes

11/12/2020

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/11/2021

Reallocate salary of Sheriff's Crime Analyst (64VA) and its incumbents from V#5 1002 (\$6,038.45 - \$7,523.27) to (\$6,516.56 - \$8,316.97).

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

Effective: Day following Board Action.

_____(Date)

Genesis Duenas

01/11/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/28/2021

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

Paul Reyes

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/28/2021

No. 25651

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: February 2, 2021

Subject: Add one Contract and Grants Specialist I position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25686 to add one (1) Contract and Grants Specialist I (XQWA) position at salary plan and grade ZB5 1329 (\$4,904 - \$5,961) in the Finance Division of the Health Services Department. (Represented)

FISCAL IMPACT:

This request has an annual cost of \$126,675, which includes a \$27,742 pension cost. The position will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

The Contract and Grants Unit of the Finance Division has experienced a workload increase of over 450 additional annual transactions. The Contract and Grants Unit is responsible for critical contracted professional services for all divisions of the Health Services Department. If professional services contracts are not processed in a timely manner, services to the community cannot be provided and payments to contractors will be delayed.

The Department's Chief Financial Officer (CFO) has requested that the turnaround time for contracts be reduced from 6-8 weeks to 3-4 weeks. This administrative change to turnaround times allows the Department to ramp up its ability to obtain contracts for much needed services, and required additional

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Mary Jane De Jesus-Saepharn,
925-957-5240

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

staff.

At the current staffing levels, the Contracts and Grants Unit is not able to comply with the shorter turnaround times and is therefore requesting the additional Contracts and Grants Specialist I position.

CONSEQUENCE OF NEGATIVE ACTION:

The Contracts and Grants Unit will not have adequate staff to comply with the processing new turnaround timeframes.

ATTACHMENTS

P300 No. 25686 HSD

POSITION ADJUSTMENT REQUEST

NO. 25686
DATE 12/21/2020

Department Health Services Department No./
Budget Unit No. 0540 Org No. 6546 Agency No. A18
Action Requested: Add One (1) Contract and Grants Specialist I (XQWA) position in the Health Services Department
Proposed Effective Date: 2/3/2021

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 \$126,674.89 Net County Cost \$126,674.89
Total this FY \$63,337.45 N.C.C. this FY \$63,337.45

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Hospital Enterprise Fund I

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

Mary Jane De Jesus-Saepharn

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

1/25/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/27/2021

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

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED DISAPPROVED

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/27/2021

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: Robert Campbell, Auditor-Controller
Date: February 2, 2021

Subject: Add One (1) Account Clerk Advanced Level Position

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25682 to add one Account Clerk Advanced Level (JDTD) (represented) position at Salary Plan and Grade 3RX 1133 (\$4,028 - \$5,144) in the Accounts Payable Section of the Office of the Auditor-Controller.

FISCAL IMPACT:

The annual cost, including benefits, would total \$79,287. This includes pension costs of \$12,952. 100% General Fund.

BACKGROUND:

The Office of the Auditor-Controllers Accounts Payable section is responsible for processing the vendor payment for all County departments and some non-county agencies. Due to the ongoing challenges of processing timely payments the Auditor Controller has identified an ongoing need to add one Account Clerk Advanced Level position. The recommended additional position will provide the staffing needed to respond to ongoing needs of the department.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Haj Nahal, (925)
335-8600

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Sylvia Wong-Tam, Haj Nahal

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Accounts Payable section of the department will continue to operate with inadequate staffing levels and positions.

ATTACHMENTS

AIR 44308 P300 25682 Add

POSITION ADJUSTMENT REQUEST

NO. 25682
DATE 1/21/2021

Department Auditor-Controller Department No./
Budget Unit No. 0010 Org No. 1010 Agency No. A10

Action Requested: Add one permanent full-time Account Clerk - Advanced level (ADTD) (represented) position at salary plan and grade 3RX (\$4028 - \$5144) in the Office of the Auditor Controller Accounts Payable Section

Proposed Effective Date: 2/2/2021

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

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

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

Total annual cost \$79,287.00 Net County Cost \$79,287.00
Total this FY \$33,036.00 N.C.C. this FY \$33,036.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

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

Robert Campbell

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Laura Strobel

1/20/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/21/2021

Add one permanent full-time Account Clerk - Advanced level (JDTD) (represented) position at salary plan and grade 3RX 1333 (\$4,028 - \$5,144) in the Office of the Auditor Controller Accounts Payable Section

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

Effective: Day following Board Action.

_____(Date)

Brianna Barker

1/21/2021

(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 1/27/2021

No. xxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services
Date: February 2, 2021

Subject: Reassign one Assistant Director of Health Services-Exempt position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25685 to reassign one (1) Assistant Director of Health Services - Exempt (VCB1) position #18046 at salary plan and grade level B82-1991 (\$116,826 - \$186,765) from Public Health (0450/5752) to Hospital Enterprise Fund I (0540/6549) in the Health Services Department. (Represented)

FISCAL IMPACT:

The annual cost of this position is approximately \$301,915, which includes pension costs of \$72,427. If this action is approved, salary and benefit cost expenses, and the respective FTE count, will move from the Public Health Department Budget Unit (0450) to the Hospital Enterprise Fund I Budget Unit (0540).

BACKGROUND:

The Department is requesting to reassign one Assistant Director of Health Services - Exempt (VCB1) position #18046 and its incumbent from Public Health (Budget Unit #0450/5752) to Hospital Enterprise Fund I (Budget Unit #0540/6549) in the Health Services Department. In July 2020, the position was added and allocated to Public Health in response to COVID-19 staffing needs. Since the department was able to staff COVID-19 response needs through other labor distribution, the Office of the Director used this position in November 2020 to fill its Chief Equity Officer staffing need. As a result, Health Services

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Jo-Anne Linares,
957-5240

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Finance has been performing manual accounting adjustments to charge the appropriate Hospital Enterprise Fund I budget for this position. This request will move the position to its appropriate cost center for accurate accounting and budget purposes.

The position will support the department's efforts to foster safety, health and wellness in an equitable and meaningful way.

CONSEQUENCE OF NEGATIVE ACTION:

The position will remain in the incorrect cost center which requires manual accounting adjustments by Health Services Finance staff.

ATTACHMENTS

P300 No. 25685 HSD

POSITION ADJUSTMENT REQUEST

NO. 25685
DATE 01/12/2021

Department Health Services

Budget Unit No. 0450 Org No. 5752

Department No./
Agency No. A18

Action Requested: Reassign Assistant Director of Health Services – Exempt (VCB1) position #18046 from Department #0450 (Public Health) to Department #0540/6549 (Hospital Enterprise) in the Health Services Department.

Proposed Effective Date: 2/3/2021

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 \$301,915. Net County Cost \$0
Total this FY \$100,638 N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% Hospital Enterprise Fund I

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

1/25/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/27/2021

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

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/27/2021

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: Ann Elliott, Interim Human Resources Director
Date: February 2, 2021

Subject: Re-title the classification of ADA Manager and Reallocate the Salary

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25683 to re-title the ADA Manager (AJGA) (unrepresented) classification to ADA Program Manager (AJGA) (unrepresented); reallocate the salary from Salary Plan and Grade B85 1732 (\$8,769 - \$11,191) to Salary Plan and Grade B85 1732 (\$9,383 - \$11,975) in the Human Resources Department.

FISCAL IMPACT:

Total annual cost would be \$12,080 (including approximately \$2,000 of pension costs). 100% General Fund.

BACKGROUND:

In 2019 the Americans with Disabilities Act (ADA) Manager position and function transferred from the Risk Management Department to Human Resources. The position was initially filled in January 2020, however the incumbent retired in December 2020. During the exit interview process we received feedback that the job expectations were not aligned with the class specification, and as such Human Resources staff have made changes to the class specifications to more closely align the description with what is needed from this role. As a result, the position has been retitled to ADA Program Manager, and the job specification has been updated to more clearly communicate that

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Tina Pruett (925)
655-2179

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Sylvia Wong Tam, Gladys Scott Reid

BACKGROUND: (CONT'D)

this role is more focused on policy, process, training, and guidance for Departmental ADA Coordinators, and not the day to day administration of an ADA Accommodation process. Following the update of the job description, a salary study was completed, and a reallocation was suggested in order to provide a salary commensurate with the responsibilities of the position.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the County will have difficulty attracting and retaining highly qualified candidates to perform this critical and legally mandated work.

ATTACHMENTS

P300 25683 AIR 44428 ADA Manager

POSITION ADJUSTMENT REQUEST

NO. 25683
DATE 1/21/2021

Department Human Resources Department No./
Budget Unit No. _____ Org No. _____ Agency No. _____

Action Requested: Re-title the ADA Manager (unrepresented) classification to ADA Program Manager; reallocate the salary on the Salary Schedule by 7%

Proposed Effective Date: _____

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

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

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

Total annual cost \$12,080.00 Net County Cost \$12,080.00
Total this FY \$4,027.00 N.C.C. this FY \$4,027.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

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

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/19/2021

Re-title the ADA Manager (AJGA) (unrepresented) classification to ADA Program Manager (AJGA) (unrepresented); reallocate the salary on the Salary Schedule from Salary Plan and Grade B85 1732 (\$8,769 - \$11,191) to Salary Plan and Grade B85 1732 (\$9,383 - \$11,975)

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

Effective: Day following Board Action.
 _____(Date)

Gladys Scott Reid

1/19/2021

(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

Monica Nino, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services
Date: February 2, 2021

Subject: Add One Buyer II position and cancel one Administrative Services Assistant III position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution 25678 to add one (1) Buyer II (STTA) position at salary plan and grade ZB5-525 (\$5,955 - \$7,238) and cancel one vacant Administrative Services Assistant III (APTA) position at salary plan and grade ZB5-1631 (\$6,614 - \$8,039) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in approximate annual cost savings of \$14,617 to the Hospital Enterprise Fund I budget.

BACKGROUND:

The Health Services Information Technology Division (HSIT) requires the addition of a Buyer II position to support the increasing purchasing duties in its Procurement Team. The position will support the department's efforts to enhance and standardize purchasing processes, analyze and develop purchasing specifications for bulk purchasing, and prepare documentation for bids and Request for Proposal solicitations. The additional position will provide adequate staffing to meet the department's increasing demands for IT equipment and support.

HSIT currently has a vacant Administrative Services

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Mary Jane De Jesus-Saepharn,
925-957-5240

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Assistant III position that has been vacant since November 2019, and has determined there is no longer an operational need for a position in this classification. The Buyer II position is the more appropriate and specialized classification to meet the staffing needs of the Procurement Team.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, HSIT will not have adequate procurement staff to meet the growing technology demands of the Health Services Department.

ATTACHMENTS

P300 No. 25678 HSD

POSITION ADJUSTMENT REQUEST

NO. 25678
DATE 1/6/21

Department Health Services Department No./
Budget Unit No. 0540 Org No. 6555 Agency No. A18

Action Requested: Add one (1) Buyer II (STTA) (represented) and cancel one (1) vacant Administrative Services Assistant III (APTA) (represented) position number 16407, in the Health Services Department.

Proposed Effective Date: 02/03/2021

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 (\$14,617) Net County Cost \$0
Total this FY (\$4,872.33) N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings

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

Mary Jane De Jesus-Saepharn

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/27/2021

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

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/27/2021

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: February 2, 2021

Subject: APPROVE and AUTHORIZE a lease amendment with First Baptist Church Head Start Program at 55 Castlewood Drive, Pittsburg.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Second Amendment to Lease with First Baptist Church Head Start to extend the term through June 30, 2021, for continued use as a Head Start facility located at 55 Castlewood Drive, Pittsburg. The annual rent will continue to be \$9,000 with nine (9) one-year renewal terms.

FISCAL IMPACT:

First Baptist Church Head Start will continue to pay rent to the County at an annual rate of \$9,000. Lease revenue is deposited to the General Fund. (Budget Unit 0588, Community Services)

BACKGROUND:

First Baptist Church Head Start has operated a Head Start program at this facility since 1996. Head Start programs promote the school readiness of infants, toddlers, and preschool-aged children from low-income families. The amendment provides First Baptist Church Head Start with continued occupancy for childcare and Head Start programs throughout the Pittsburg community.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Stacey Sinclair, 925.
957-2464

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Auditor Controller

CONSEQUENCE OF NEGATIVE ACTION:

Not authorizing the amendment for the continued operation of the Head Start facility at this location would require finding another suitable location at increased rent, together with the associated expenses of moving and constructing new tenant improvements.

ATTACHMENTS

Lease Amendment

SECOND AMENDMENT TO LEASE

COMMUNITY SERVICES BUREAU
FIRST BAPTIST HEAD START
55 CASTLEWOOD DRIVE
PITTSBURG, CA

This second amendment is dated July 1, 2020 and is between the County of Contra Costa, a political subdivision of the State of California (the “**County**”) and First Baptist Head Start, a California non-profit corporation (“**Lessee**”).

Recitals

A. County and Lessee are parties to a lease dated December 3, 2013, as amended on October 12, 2016 (the “**Lease**”), under which the County leases to Lessee the property located at 55 Castlewood Drive, Pittsburg, California.

B. On November 1, 2019, the parties agreed to extend the term of the Lease on a month-to-month basis.

C. The parties now desire to extend the term of the Lease to correspond to the term of a separate contract between the County and Lessee under which Lessee is operating a Head Start program for the County at the Premises (the contract in effect on the Effective Date and each renewal of such contract, the “**Service Contract**”). Lessee desires to lease the Premises for the purpose of satisfying its obligations under the Service Contract.

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 (i) subject to the provisions of Section 29-Termination, and (ii) comprised of an Initial Term and, with the parties’ mutual assent, Renewal Terms, as defined below.
 - a. Initial Term. The “**Initial Term**” is 7 years, 8 months, commencing on November 1, 2013 (the “**Commencement Date**”) and ending June 30, 2021.
 - b. Renewal Terms. Lessee has nine options to renew this Lease for a term of one year for each option (each, a “**Renewal Terms**”) upon all the terms and conditions set forth herein.

- i. Lessee will provide County with written notice of its election to renew the Lease ninety days prior to the end of the Term. However, if Lessee fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after Lessee's receipt of County's written demand that Lessee exercise or forfeit the option to renew.
 - ii. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
2. Termination. If the County terminates the Service Contract for any reason or for no reason, the Term of the Lease will end on the same date that the Service Contract terminates. Upon such termination, Lessee shall surrender the Premises in accordance with Section 15 – Surrender of Premises.
3. All other terms of the Lease remain unchanged.

[Remainder of Page Intentionally Left Blank]

County and Lessee are causing this second amendment to be executed as of the date set forth in the introductory paragraph.

COUNTY

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

By: _____
Brian M. Balbas
Public Works Director

LESSEE

FIRST BAPTIST HEADSTART, a California non-profit corporation

By: _____
Brenda Battle
Interim Executive Director

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Head Start Operation at 1203 W. 10th Street, Antioch.

RECOMMENDATION(S):

1. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a ground lease with the State of California, under which the County will lease from the State the real property located at 1203 W. 10th Street in Antioch through September 30, 2030, for use in the operation of a Head Start program, at an initial rent of \$45,204 per year, with annual increases thereafter.

2. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a sublease with First Baptist Church, under which First Baptist Church will sublease from the County the real property located at 1203 W. 10th Street in Antioch through June 30, 2021, and have nine one-year renewal options for the operation of a Head Start program on behalf of the County, at an initial rent of \$45,204 per year, with annual increases thereafter.

FISCAL IMPACT:

The lease will obligate the County to pay approximately \$568,572.00 for rent under the ground lease over the ten-year term. The amount of rent the County is receiving under the sublease is equal to the amount of rent it is paying under the ground lease. (100% General Fund)

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Stacey Sinclair, 925.957-2464

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Auditor Controller

BACKGROUND:

The County has leased the grounds at 1203 W. 10th Street in Antioch from the State since 1999. The County constructed four modular buildings on the site and subleased them to First Baptist Church for the operation of a Head Start program. The term of the ground lease is through September 30, 2030. The sublease has a one-year term with nine one-year renewal options, to tie the sublease to the term of the service contract under which the First Baptist Church operates the Head Start program at the site for the County. If the service contract between the County and First Baptist Church is not renewed or is terminated for any reason, the sublease will terminate, and the County will replace First Baptist Church as the operator of the program and the sub-lessee of the space.

Head Start programs promote the school readiness for infants, toddlers, and preschool-aged children from low-income families. The ground lease and sublease provide the County and First Baptist Church Head Start with continued occupancy for childcare and Head Start programs throughout the Antioch community.

CONSEQUENCE OF NEGATIVE ACTION:

Not authorizing the ground lease and sublease for the continued operation of the Head Start facility at this location would require finding another suitable location at increased rent, together with the associated expenses of moving and constructing new tenant improvements.

ATTACHMENTS

Sublease

Ground Lease

SUBLEASE

FIRST BAPTIST CHURCH HEADSTART

1203 W. 10th Street
Antioch, California

This lease is dated July 1, 2020, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”) and FIRST BAPTIST CHURCH HEAD START, a California non-profit corporation (“**Sublessee**”).

Recitals

- A. The County and the 23rd District Agricultural Association (the “**Master Lessor**”) are parties to a ground lease dated _____, under which the County is leasing from the Master Lessor the real property located at 1203 W. 10th Street in Antioch, California (the “**Property**”).
- B. The County and Sublessee are parties to a service contract dated July 1, 2020, under which Sublessee is operating a Head Start program for the County in three County-owned buildings on the Property, known as Building A, Building B and Building C (together, the “**Premises**”). The July 1, 2020, service contract, as it may be amended or extended from time to time, is the “**Service Contract.**”
- C. The County and Sublessee desire to enter into this sublease in order to allow Sublessee to perform its obligations under the Service Contract at the Premises. If the Service Contract is terminated for any reason, or no reason, this Sublease will terminate on the same date that the Service Contract terminates.

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, the County hereby leases to the Lessee and the Lessee hereby leases from the County, the Premises, subject to all easements and encumbrances of record.
- 2. Term. The “**Term**” of this lease is (i) subject to the provisions of Section 29 – Termination, and (ii) comprised of an Initial Term and, with the parties’ mutual assent, Renewal Terms, each as defined below.
 - a. Initial Term. The “**Initial Term**” is one year, commencing July 1, 2020 and ending June 30, 2021.

- b. Renewal Terms. Lessee has nine options to renew this Lease for a term of one year for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth herein.
 - i. Lessee must give County at least ninety days prior written notice to renew the Lease prior to the end of the Term.
 - ii. Upon the commencement of a Renewal Term, all references to the Term of this Lease will be deemed to mean the Term as extended pursuant to this Section.

- 3. Rent. Each month during the Term, Lessee shall pay rent to the County beginning on the commencement date without offset or demand on or before the first day of each month in the amounts set forth below:
 - a. Initial Term. \$3,767.00 per month for the period that begins July 1, 2020 and ends June 30, 2021.
 - b. First Renewal Term. \$3,955.35 per month for the period that begins July 1 2021, and ends June 30, 2022.
 - c. Second Renewal Term. \$4,153.12 per month for the period that begins July 1, 2022, and ends June 30, 2023.
 - d. Third Renewal Term. \$4,360.78 per month for the period that begins July 1, 2023, and ends June 30, 2024.
 - e. Fourth Renewal Term. \$4,578.82 per month for the period that begins July 1, 2024, and ends June 30, 2025.
 - f. Fifth Renewal Term. \$4,807.76 per month for the period that begins July 1, 2025, and ends June 30, 2026.
 - g. Sixth Renewal Term. \$5,048.15 per month for the period that begins July 1, 2026, and ends June 30, 2027.
 - h. Seventh Renewal Term. \$5,300.56 per month for the period that begins July 1, 2027, and ends June 30, 2028.
 - i. Eighth Renewal Term. \$5,565.59 per month for the period that begins July 1, 2028, and ends June 30, 2029.
 - j. Ninth Renewal Term. \$5,843.87 per month for the period that begins July 1, 2029, and ends June 30, 2030.

Rent for any partial month will be prorated at the rate of 1/30 of the applicable monthly rent per day.

4. Additional Payment Terms.

a. Late Rental Payments: In the event Lessee fails to pay County any amount due under this lease within five (5) days after such amount is due, Lessee shall pay to County a late charge of \$100 per occurrence (the “**Late Charge**”), plus interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month, from the date the payment was due and payable until paid in full. Lessee shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. County and Lessee hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix County’s actual damage from any late payments and, thus, that Lessee shall pay as liquidated damages to County the Late Charge specified in this Section, which is the result of the parties’ reasonable endeavor to estimate fair average compensation for the late payment (other than attorneys’ fees and costs). County’s acceptance of the Late Charge as liquidated damages does not constitute a waiver of Lessee’s default with respect to the overdue amount or prevent County from exercising any of the rights and remedies available to County under this lease.

b. Form and Place of Payment: Lessee shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering same on or before due date to Contra Costa County, Public Works Department – Real Estate Division, 255 Glacier Drive, Martinez, California 94553, or at such other place as County may designate from time to time.

c. Returned Checks: If a check written by Lessee is returned for insufficient funds, County may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. County may require Lessee to pay rent by certified check or money order if Lessee’s bank or banks have returned one or more personal checks within the preceding twelve (12) month period.

d. Definition of Rent: “**Rent**” means all amounts due from Lessee to County under this lease, with the exception of the Security Deposit.

5. Use. Except as otherwise provided herein, the Premises may be used by the Lessee only for the operation and maintenance of a pre-school.

Lessee may not use the Premises for any other purpose without the prior written consent of the County. Any use of the Premises other than as described herein without the County’s prior written consent is a default of this lease.

6. Utility Obligations. The Lessee shall pay utility providers directly for all utilities used or consumed on the Premises by Lessee or its subtenants, including, but not limited to gas,

water, electricity, garbage disposal, storm and sanitary sewer services, janitorial services, landscaping, and telephone services.

7. Condition of Premises.

- a. Commencement Date. Lessee is leasing the Premises in an “as is” physical condition with no warranty, express or implied, on the part of the County as to the condition of the Improvements, the condition of the soil or the geology of the soil.
- b. During Term. The Lessee shall maintain the Premises in accordance with Section 8, Maintenance and Repairs.

8. Maintenance and Repairs.

- a. Structures and Grounds. Lessee shall, at its sole cost and expense throughout the Term of this lease, maintain the Premises and the Improvements in a first-class condition. Maintenance of the Improvements includes exterior painting and roof repairs. Grounds maintenance includes repairs to cracks, sealing, and other infrastructure repairs. All maintenance, repairs, and replacements must be of a quality substantially equal to the original material and workmanship. The Director of Public Works, or his or her designee, is the sole judge of the quality of maintenance.

Any changes in exterior paint colors are subject to the prior written approval of the Director of Public Works. Lessee shall maintain all painted exterior surfaces and surfaces requiring treatment of any kind in first-class condition and repaint or treat as often as reasonably required in the sole discretion of the County, in order to preserve the structure and to maintain high standards of appearance.

Upon written notice by the County, Lessee shall perform whatever reasonable maintenance the County deems necessary. If said maintenance is not undertaken by Lessee within thirty (30) days after receipt of written notice, the County has the right to enter upon the Premises and perform such necessary maintenance, the cost of which shall be reimbursed by Lessee to the County as additional rent, without offset, upon Lessee’s receipt of the County’s request for said reimbursement.

- b. Lessee shall provide or cause to be provided adequate enclosures, screened areas and/or suitable covered metal receptacles within the Premises for the short-term accumulation and storage of solid waste, such as rubbish, trash, and garbage. Such enclosures and/or screened areas must be designed in such a way as to prevent, to the extent possible, odors, fumes, attraction of pests and dispersal of wastes due to wind or water runoff and must be serviced regularly by qualified waste removal and disposal services.
- c. Utilities. The Lessee shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair. The County is responsible for maintaining the plumbing system beyond the perimeter of the Premises.

- d. HVAC. The Lessee shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. The Lessee shall obtain and keep in effect, at its sole cost and expense, a service contract acceptable to the County for the maintenance and repair of the HVAC systems. The contract must provide for maintenance of the HVAC units and components, including motors, belts, damper, drainage systems, and air filters, to occur quarterly.
 - e. Parking; Exterior Lighting. The Lessee shall maintain the parking lot and exterior lighting system in good order, condition and repair.
 - f. Fire Extinguishers. The County is providing fire extinguishers for the Premises in accordance with the direction received from the fire marshal. Lessee shall maintain, repair, and replace the fire extinguishers.
 - g. Code Violations. The County is responsible for correcting any code building violations that may exist in the Premises, provided the County is not responsible for correcting building code violations that arise out of a change in Lessee's use or occupancy of the Premises.
9. Covenant against Liens. Neither Lessee nor Lessor may permit any mechanic's, material man's, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Premises, or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged, provided however, that either party may contest any such lien, so long as the enforcement thereof is stayed.
10. Taxes. Lessee agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, license fees, and other charges that are levied and assessed upon Lessee's interest in the Premises, or upon Lessee's personal property installed or located in or on the Premises, by Contra Costa County or other legally authorized government authority. Lessee may pay any taxes and assessments under protest, without liability, cost or expense to the Lessor, to contest the amount in good faith.
- Payment of taxes, assessments, license fees, or other charges levied and assessed upon Lessee's interest, (i) does not reduce the Rent due to the County under this lease, and (ii) is the liability of the Lessee.
11. Quiet Enjoyment. Provided the Lessee is in compliance with the terms of this lease, the County covenants that the Lessee will peaceably and quietly have, hold, and enjoy the Premises during the Term.
12. Assignment and Sublease. The Lessee may not assign this lease or sublease the Premises or any part thereof at any time during the Term.

13. Alterations and Additions. Lessee may not make any alterations, erect any additional structures, or make any improvements on the Premises without the prior written consent of the Director of Public Works or his or her designee. In the event Lessee makes alterations or constructs additions that violate the conditions contained in this lease (an “**Unauthorized Addition**”), at the County’s sole discretion, Lessee shall remove any Unauthorized Addition at Lessee’s sole cost and expense. If Lessee is required to remove any Unauthorized Addition, Lessee, at its sole cost and expense, shall restore the Premises to the conditions existing immediately prior to the existence of the Unauthorized Addition, or such other condition designated by the County in its election. If Lessee is not required to remove any Unauthorized Addition, such Unauthorized Additions shall remain on and be surrendered with the Premises on expiration or termination of this lease.

If Lessee wishes to make any alterations, erect any additional structures, or make any additional improvements to the Premises as provided in this Section, Lessee may not commence construction until Lessee has the prior written consent of the County. In addition, a Notice of Lessor Non-Responsibility must be posted and recorded by Lessee during construction in accordance with Civil Code Section 3094. Lessee shall mail a copy of such Notice of Lessor Non-Responsibility to Lessor upon filing it with the County Recorder.

14. Insurance.

- a. Liability Insurance. Throughout the Term, the Lessee shall maintain in full force and effect, at its sole expense, a comprehensive general liability or commercial general liability insurance program covering bodily injury (including death), personal injury, and property damage. The limits must be not less than one million dollars per occurrence and two million dollars aggregate. The policy must name the County, its officers, agents and employees, individually and collectively, as additional insureds. The liability insurance maintained by the Lessee must be primary.
- b. Property Insurance. The County will maintain property insurance coverage on its real property. The Lessee has no interest in the proceeds of insurance on the County’s real property, improvements, equipment, or fixtures. The Lessee shall sign all documents necessary or proper in connection with the settlement of any claim or loss by the County. The Lessee shall maintain in full force and effect, at its sole expense, a standard All Risk policy, which may exclude earthquake and flood, to insure its own personal property, contents, improvements and betterments within or on the Premises. The coverage must be for not less than 90% of the actual cash value of the personal property. The Lessee shall name the County as an additional insured and loss payee with respect to the improvements and betterments.
- c. Worker’s Compensation and Employer’s Liability Insurance. The Lessee shall maintain in full force and effect, at its sole expense, (i) statutory California Workers’ Compensation coverage including a broad form all-states endorsement, and (ii)

employer's liability coverage for not less than one million dollars per occurrence for all employees engaged in services or operations at the Premises.

- d. Evidence of Insurance. Within thirty days of execution of this lease, the Lessee shall provide to the County, on a form approved by the County, an original copy of a Certificate of Insurance. The Certificate of Insurance must certify that the coverage required by this lease has been obtained and remains in force for the period required by this lease.
 - e. Notice of Cancellation or Reduction of Coverage. The Lessee shall cause all policies it is required to obtain under the terms of this lease to contain a provision that the County is to receive written notification of any cancellation or reduction in coverage at least thirty days prior to the effective date of such cancellation or reduction. Any such notification is to be sent to the County in accordance with Section __ - Notices.
 - f. Waiver of Subrogation. Except as may be specifically provided elsewhere in this lease, the County and the Lessee hereby each mutually waive any and all rights of recovery from the other in the event of damage to the Premises or any personal property that is caused by acts of God, perils of fire, lightning, and the extended coverage perils, as defined in insurance policies and forms approved for use in the State of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with this waiver.
15. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, the Lessee shall peaceably and quietly leave and surrender to the County the Premises, along with their appurtenances and fixtures, all in good condition, ordinary wear and tear, damage by casualty, acts of God and circumstances over which the Lessee has no control excepted.
 16. Abandonment. The Lessee may not vacate or abandon the Premises at any time during the Term. If the Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, the County may deem any personal property belonging to the Lessee that remains on the Premises to be abandoned.
 17. Waste, Nuisance. The Lessee may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the neighborhood in which the Premises is located.
 18. Inspection. The County may enter the Premises at any time in an emergency and with 24-hours notice in a non-emergency to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) the Lessee is in compliance with the terms and conditions of this lease.
 19. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause, the County may, at its option, make repairs within a reasonable

time. Partial destruction does not void this lease, except that the Lessee is entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent is to be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by the Lessee and the denominator of which is the total number of square feet in the Premises.

If the County does not elect to make repairs, this lease may be terminated by either party, without cost, obligation or liability to the other party, except as described herein.

This lease will terminate in the event of a total destruction of the Premises.

20. Indemnification. The Lessee shall indemnify, defend and hold County, its officers, agents and employees harmless from any and all claims, costs and liability, for any damage, injury or death, including without limitation, all consequential damages from any cause whatsoever, to any person or the property of any person arising directly or indirectly from or connected with this lease, the Lessee's operations, or the Lessee's use or possession of the Premises, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County, its officers or employees, and shall make good to and reimburse County for any expenditures, including reasonable attorneys fees, County may make by reason of such matters.

21. Default.

The occurrence of any of the following events is a default under this lease:

a. The Lessee.

i. The Lessee's failure to pay Rent within five business days after the due date.

ii. The Lessee's failure to comply with any other material term or provision of this lease if such failure is not remedied within thirty days after receipt of a written notice from the County to the Lessee specifying the nature of the breach in reasonably sufficient detail (a "**Notice of Default**"). If the required cure of the noticed failure cannot be completed within thirty days, the failure to cure will not be deemed to be a default of this lease if the Lessee has attempted to cure the failure within the thirty-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible. In no event will the cure period extend beyond the sixty-day period after Lessee's receipt of the Notice of Default.

b. The County. The County's failure to perform any obligation under this lease if the failure is not remedied within thirty days after receipt of a written notice from the Lessee to the County specifying the nature of the breach in reasonably sufficient detail. If the required cure of the noticed failure cannot reasonably be completed within thirty days, a default will not be deemed to occur if the County has attempted

to cure the failure within the thirty-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible.

22. Remedies.

- a. The County. Upon the occurrence of a default by the Lessee, the County may reenter and repossess the Premises and remove all persons and property from the Premises, after giving the Lessee written Notice of Default and in accordance with due process of law.
- b. The Lessee. Upon the occurrence of a default by the County, the Lessee may (i) terminate this lease by giving written notice to the County and quit the Premises without further cost or obligation to the County.

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: First Baptist Church Head Start
3890 Railroad Avenue
Pittsburg, CA 94565

To County: Contra Costa County
Public Works Department
Attn: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

24. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.

25. Holding Over. In the event Lessee remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of this lease, but will be construed to be a tenancy from month to month on the same terms and conditions set forth in this lease.

26. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.

27. Governing Law. The laws of the State of California govern all matters arising out of this lease.
28. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.
29. Termination. If the County terminates the Service Contract for any reason, or for no reason, the Term of this Lease will end on the same date that the Service Contract terminates. Upon such termination, Lessee shall surrender the Premises in accordance with Section – 15 Surrender of Premises.

[Remainder of Page Intentionally Left Blank]

30. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

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

First Baptist

By: _____
Brian M. Balbas
Public Works Director

By: _____
Brenda Battle
Interim Executive Director

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

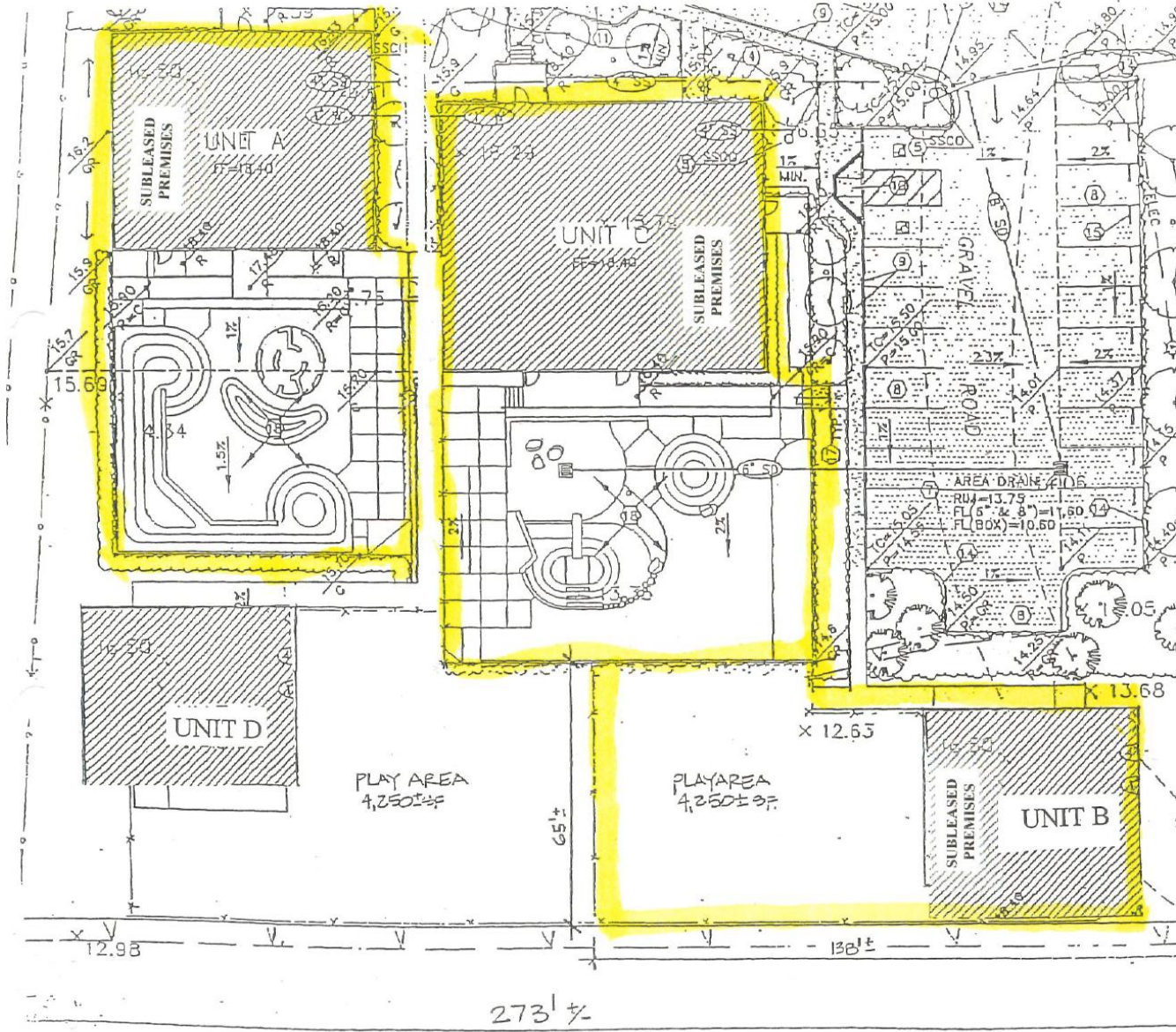
By: _____
Stacey Sinclair
Senior Real Property Agent

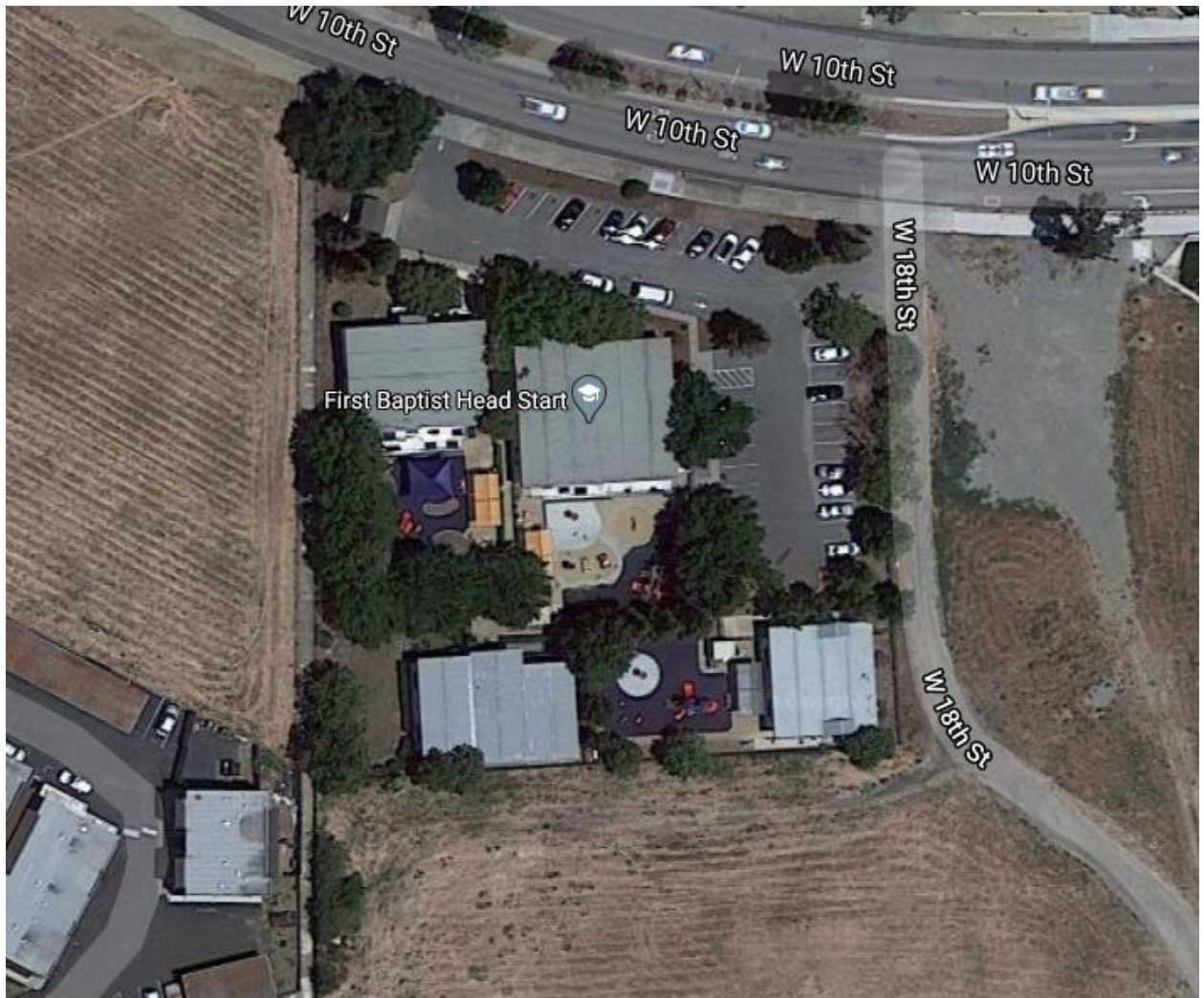
APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

\\PW-DATA\grpdata\realprop\LeaseMgt\Stacey Sinclair\1203 W.10th_Antioch_T00575\First Baptist Church Head Start\New Lease\1203 W
10th St_Sublease_First Baptist Headstart.doc

EXHIBIT A





GROUND SPACE LEASE

Location of Leased Premises: 1203 West 10th Street Antioch, CA 94509
Agency: 23RD DISTRICT AGRICULTURAL ASSOCIATION

Lease No.: L-1762**Lessee: Contra Costa County**

This Lease Agreement, hereinafter referred to as "Lease", dated for reference purposes only, March 1, 2020, by and between the State of California at the direction and with the consent of the 23rd District Agricultural Association (23rd DAA), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and Contra Costa County, hereinafter referred to as "Lessee". State and Lessee may also be referred to as "Party" or "Parties".

RECITALS

WHEREAS, pursuant to Section 14670(a)(1) of the Government Code, the DGS with the consent of the State agency concerned, may Lease real property owned by the State for a period not to exceed 5 years; and

WHEREAS, the 23rd DAA has under its jurisdiction certain real property in the County of Contra Costa, State of California, commonly referred to as Contra Costa Fairgrounds; and

WHEREAS, Lessee desires to Lease the property described herein from the State; and

WHEREAS, it is in the best interests of the State that such a Lease be consummated between the State and Lessee on the terms and conditions herein contained;

NOW THEREFORE, the parties agree to the provisions of the Lease set forth herein as follows:

Section 1:	Site Specific Provisions
Section 2:	Building Specific Provisions
Section 3:	Standard Provisions

SECTION 1 –SITE SPECIFIC PROVISIONS**WITNESSETH:****PROPERTY DESCRIPTION**

1. State does hereby Lease to Lessee, and Lessee hereby hires from State, upon the terms, agreements, and conditions hereinafter set forth, those certain premises located at 1203 W. 10th Street, Antioch, California, County of Contra Costa, and more particularly described as follows:

A portion of Assessor's Parcel No. 067-010-003 consisting of approximately 1.62 acres located at the NW corner of State's fair site, fronting on West 10th Street.

State retains the right to use the driveway across the NE corner of the Premises to access State owned property, as shown in EXHIBIT A.

USE

2. (a) The Premises shall be used by Lessee during the term hereof for the purpose of conducting Contra Costa County Community Services Head Start, Early Start childcare and/or Child Development Programs in four (4) single story modular buildings, constructed by Lessee on land leased from the State, and for no other purpose whatsoever.

(b) The program conducted on the Premises will be the function and sole responsibility of Lessee. State will have no obligation to provide any program needs, including all supplies and equipment, except as otherwise specified herein. Lessee will ensure that all appropriate licensing and/or permits for childcare are obtained.

TERM

3. The term of this Lease shall be for ten (10) years, commencing October 1, 2020 and ending August 31, 2031, with such rights of termination as are hereinafter expressly set forth.

RENT PAYMENTS

4. State has determined the monthly "Fair Market Rent" for the use of the Premises to be in the sum of:

LEASE PERIOD	RENTAL PERIOD	MONTHLY RENT
1	OCTOBER 1, 2020 – SEPTEMBER 30, 2021	\$3,767.00
2	OCTOBER 1, 2021 – SEPTEMBER 30, 2022	\$3,955.35
3	OCTOBER 1, 2022 – SEPTEMBER 30, 2023	\$4,153.12
4	OCTOBER 1, 2023 – SEPTEMBER 30, 2024	\$4,360.78
5	OCTOBER 1, 2024 – SEPTEMBER 30, 2025	\$4,578.82
6	OCTOBER 1, 2025 – SEPTEMBER 30, 2026	\$4,807.76
7	OCTOBER 1, 2026 – SEPTEMBER 30, 2027	\$5,048.15
8	OCTOBER 1, 2027 – SEPTEMBER 30, 2028	\$5,300.56
9	OCTOBER 1, 2028 – SEPTEMBER 30, 2029	\$5,565.59
10	OCTOBER 1, 2029 – SEPTEMBER 30, 2030	\$5,843.87

Lessee's payments shall display State's Lease Number L-1762 and shall be mailed to the following address:

SECTION 1 –SITE SPECIFIC PROVISIONS**RENT PAYMENTS
(CONT)**

23RD District Agricultural Association
1201 West 10th Street
Antioch, CA 94509

Lessee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Lessee.

**ADMINISTRATIVE
FEES**

5. Lessee shall pay administrative costs in the amount of Two Thousand and Five Hundred Dollars (\$2,500.00) associated with this new Lease. Execution of this Lease is subject to receipt of payment by Lessee for administrative fees.

Lessee's administrative fee payment shall be made **payable to Department of General Services** with "**L-1762**" written on the face of Lessee's check and submitted concurrently with this Lease document.

UTILITIES

6. Lessee agrees to pay all utilities and services associated with the use of the Premises including but not limited to gas, electric, telephone, water, sewer, refuse collection and fire inspection fees. Utility payments shall be made payable to and sent directly to the utility provider. State shall not provide such services, and shall have no responsibility for the existence or lack of existence of utilities or any other services to the Premises.

State shall not be liable to Lessee or third parties for failure to provide electricity due to rolling blackouts or other causes beyond State's control. Lessee shall comply with energy conservation measures, Governor's Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind.

**EARLY
TERMINATION**

7. State and Lessee agree that either party may terminate this Lease at any time during the term hereof by giving written notice to the other party one hundred and eighty (180) days prior to the date when such termination shall become effective. State reserves the right to terminate the Lease immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

PARKING

8. During 23rd DAA events, State retains the right to utilize the parking areas constructed by Lessee during evening and weekend hours to minimize interference with Lessee's normal use of said areas. State is responsible for keeping the parking area free from litter and debris while in use by State.

NOTICES

9. All notices or other communications required or permitted hereunder shall be in writing, with Lease Number **L-1762** referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

Lessee: **Contra Costa County**
Public Works Department
Real Estate Services
255 Glacier Drive

SECTION 1 –SITE SPECIFIC PROVISIONS

Martinez, CA 94553
Telephone (925) 313-2000

State: **Department Of General Services**
Real Estate Services Division
Lease Management, [L-1762]
707 3rd Street, 5th Floor
West Sacramento, CA 95605
Office: (916) 375-4172

With Copies to: **23rd District Agricultural Association**
1201 West 10th Street
Antioch, CA 94509
Telephone (925) 757-4400

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. Lessee is obligated to notice all State offices listed above and the failure to provide notice to all State offices shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

PROPERTY INSPECTIONS

10. Lessee has visited and inspected the Premises and it is agreed that the area described herein is only approximate in size and State does not hereby warrant or guarantee the actual area included hereunder.

HOLDING OVER & LEASE RENEWAL

11. Any holding over after the expiration of the term of this Lease with the consent of the State, expressed or implied, shall be deemed to be a tenancy only from month-to-month. During hold over, Lessee’s rental rate shall, at the option of State, be adjusted to be consistent with the most current established rental rate for the premises, payable on a monthly basis in advance. Said month-to-month tenancy shall be otherwise subject to all the terms and conditions of this Lease insofar as applicable.

State offers and Lessee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Lessee beyond the term stated above or as said term is reduced as provided herein.

ACCESS TO PREMISES

12. Only the Lessee, its properly qualified and authorized agents, employees, contractors, and Permitted Users shall have the right of ingress to and egress from said Premises.

SUBLETTING

13. Lessee shall not assign this Lease in any event and shall not sublet the Premises or any part thereof and will not permit the use of the Premises by anyone other than the Lessee without prior written consent by State, which may be withheld for any reason.

End of Section 1

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

1. REGULATION BY STATE.

State shall have the full power and right to determine and regulate the operations of the Lessee insofar as they affect the operations, safety, and effective use of State activities conducted at the same location.

(a) All contractors, agents, employees, representatives, or licensees of the Lessee shall be subject to the rules and regulations of the State as they relate to conduct on the grounds, security, and general use of facilities. Lessee will conduct its operations in such a manner so as to minimize any interference with the activities associated with the site.

(b) Lessee will comply with all building rules and regulations adopted by said authorities in charge. No article or material deemed by said authorities in charge to be considered as contraband shall be brought on said real property. Contraband includes, but is not limited to, alcoholic beverages, possession or use of firearms, explosives or edged weapons, and restricted controlled substances.

2. RIGHT TO ENTER.

During continuance in force of this Lease, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for survey, inspection, or any other lawful State purposes.

3. IMPROVEMENTS & MODIFICATIONS.

Lessee at its sole cost and expense may, subject to the approval of State, from time to time during its tenancy of the Premises:

(a) Furnish, install and use at the Premises such improvements and property of whatsoever kind and nature as Lessee and State mutually deems necessary consistent

with the purpose of this Lease as set forth in "Use" Section hereof.

(b) Improve the Premises in a manner consistent with the purposes of this Lease as set forth in "Use" Section hereof, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement, and will be subject to written approval by State. Such approval by State shall not relieve Lessee of the obligation of complying with any and all terms and conditions of this Lease; Lessee shall provide a minimum of thirty (30) days prior written notice of the construction to State.

(c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Lessee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

4. DISPOSITION OF LESSEE'S PERSONAL EQUIPMENT, PERSONAL PROPERTY AND MODULARS.

(a) During the term of this Lease, all personal equipment, personal property and modulars placed in, upon, or under the Premises by Lessee shall remain the property of Lessee and shall be removed by Lessee, at its sole cost and expense within thirty (30) days after expiration or termination of Lessee's tenancy.

(b) Should Lessee fail to remove said personal equipment, personal property and modulars within thirty (30) days after expiration or termination of the Lease, State may do so at the risk of Lessee. Upon written demand by State, Lessee shall immediately pay all costs and expenses of the removal of Lessee's personal

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

equipment, personal property and modulars.

(c) Notwithstanding anything to the contrary in this Section 2, Clause 4, Lessee may, however, with written consent of State, abandon in place any and all of Lessee's personal equipment, personal property and modulars, whereupon, as abandoned, title to said improvements will vest in State.

5. REPAIR AND MAINTENANCE.

It is acknowledged that Lessee is the current occupant of the space and that at time of initial occupancy, the site was considered to be in good condition.

a. Lessee shall maintain said Premises in compliance with all health, safety, and sanitation laws, ordinances, and regulations of the State, Federal, and local authorities.

b. Lessee agrees to maintain the Premises at their sole cost and expense.

6. CONDITION OF PREMISES.

(a) Lessee is aware of the current condition of the Premises and accepts the Premises in "as is" condition. Lessee accepts the Premises as being in good condition and repair, unless otherwise specified in writing to State, and agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to State the Premises, with any appurtenances or improvements approved by State, in the same condition as when received.

7. LESSEE'S SECURITY.

Lessee shall be responsible for the security of the Premises and all persons in its program while such persons are in, on or about the Premises. In the event of a serious security emergency the State shall cooperate with the staff of Lessee, but such assistance shall not interfere with the State's normal treatment program. Rules and regulations governing employees and customers of the State which are applicable

to Lessee shall be strictly adhered to by Lessee's staff.

8. MEDICAL.

Medical support shall not be provided by State. Necessary emergency medical or surgical care of Lessee's clients and employees will be Lessee's responsibility.

As used herein, this is intended to mean that Lessee shall be liable for any and all medical and/or surgical care costs for Lessee's employees served by Lessee's program.

9. EMERGENCY PREPAREDNESS.

Lessee agrees to be responsible for maintaining an emergency preparedness program for Lessee. Lessee shall not rely on State to provide food or supplies during a local or area wide disaster. State will, if time and material allow, assist Lessee during a disaster.

10. FIRE/POLICE PROTECTION.

Lessee is a separate and distinct entity from the State and shall so inform the local Fire and Police Agencies. State shall in no way be responsible or liable for such protection to Lessee.

11. LESSEE GUARANTEES.

Lessee hereby guarantees any and all work or services performed by Lessee or Lessee's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at State's facilities. Should the interruption or failure of State's existing computer or building support systems occur due to, or in any way be connected with Lessee's installation and/or maintenance of Lessee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Lessee.

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

12. CUSTODIAL AND TRASH.

Lessee shall have or hire custodial services sufficient to maintain the Premises in a clean and well maintained condition.

Lessee shall pick up trash and debris at Premises and deposit trash in trash bins provided by State. State shall, at its expense, arrange for trash disposal for the contents of Lessee as part of its regularly scheduled trash collection.

End of Section 2

DRAFT

SECTION 3 – STANDARD PROVISIONS

1. PERMITS AND APPROVALS.

State and Lessee agree that Lessee's ability to use the Premises is dependent upon Lessee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. State will cooperate with Lessee, at no expense to State, in Lessee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

2. LEASE MODIFICATION FEES.

An administration fee shall be assessed for any action originated by Lessee requiring lease administration or technical review staff work by State which result in an amendment to, or assignment of this Lease. To initiate such services, Lessee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received.

3. DEFAULT.

Lessee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Lessee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this Lease may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended

deadline, then this Lease may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this Lease due to a Lessee default, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In the event State terminates this Lease pursuant to this Clause, State shall not be required to pay Lessee any sum or sums whatsoever.

4. COMPLIANCE WITH LAWS.

Lessee shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

5. FAILURE TO PERFORM.

In the event of the failure, neglect, or refusal of Lessee to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by Lessee, State will, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay State the cost thereof on demand.

6. RIGHTS RESERVED BY STATE.

(a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Lessee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant

SECTION 3 – STANDARD PROVISIONS

easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Lessee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

7. ACTS OF NATURE.

If any of Lessee's improvements or equipment is destroyed by acts of nature, Lessee may replace them with improvements or equipment of the same general type that meet or exceed the technical specifications of the original equipment, which occupies no more physical space, and consumes no more electrical power.

Lessee shall immediately notify State of such items and the date the replacement is completed.

8. HAZARDOUS SUBSTANCE.

Lessee agrees that it shall comply with all laws, federal, state, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

(a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of Lessee's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Lessee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Lessee is found to be in breach of this Paragraph due to the issuance of a government order directing Lessee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Lessee or any person acting under Lessee's direct control and authority, Lessee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

9. VACATING THE PREMISES.

Lessee shall, on the expiration or earlier termination of said Lease, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Lessee will coordinate its move-out with the Fair Manager's office to complete a walkthrough and return keys, key cards, or any other State provided items.

10. AUDIT.

Lessee agrees that the Department of General Services, California State Auditor, or their designated representative shall have the right to review and to copy any of Lessee's non-redacted records and supporting documentation pertaining to the performance of this Lease. In the event State discovers any irregularities in Lessee's revenue statements Lessee shall bear all costs associated with said audit.

Lessee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Lessee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION 3 – STANDARD PROVISIONS

Further, Lessee agrees to include in any sublease a similar right of the State to audit records and interview Sublessee related to any performance of this Lease.

State may audit Lessee's accounting books at any time upon reasonable request. Further to the extent Lessee provides the State with proprietary information, the State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Lessee understands the State is subject to the Public Records Act.

11. RECOVERY OF LEGAL FEES.

If action is brought by State for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the State against Lessee, and if State will prevail in such action, Lessee shall pay to State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

12. AMERICANS WITH DISABILITIES ACT; UNRUH CIVIL RIGHTS ACT; DISABLED PERSONS ACT.

Lessee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this Lease, Lessee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Lessee also assures State it complies with

any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

13. TAXES, ASSESSMENTS, AND POSSESSORY INTEREST.

Lessee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Lease.

It is understood that this Lease may create a possessory interest subject to property taxation and Lessee may be subject to the payment of property taxes levied on such interest.

14. NON-DISCRIMINATION.

In the performance of this Lease, Lessee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws.

Lessee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Lessee shall comply with provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.).

SECTION 3 – STANDARD PROVISIONS

The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full.

Lessee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Lessee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices Section. (GC Section 12920-12994).

Remedies for Willful Violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this Lease and any loss or damage sustained by State by reason thereof will be borne and paid for by Lessee.

15. INSURANCE.

Prior to or at Lease execution Lessee shall furnish to State a certificate of insurance, along with all policy endorsements, with State's **Lease Number L-1762** indicated on the face of said certificate or endorsements, issued to State with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

Lessee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000.

The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the Lease are concerned. The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

Lessee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Lessee shall maintain Insurance appropriate to the Contractor's profession, with limits not less than \$1,000,000 per occurrence.

WORKERS' COMPENSATION

Lessee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the

SECTION 3 – STANDARD PROVISIONS

policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

Lessee shall ensure that the following general requirements are met:

- a. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.
- b. Coverage needs to be in-force for complete term of this Lease. If insurance expires during the term of the Lease, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- c. Lessee shall notify the State within five business days of Lessee's receipt of any notice of cancellation or non-renewal of any insurance required by this lease.
- d. Lessee is responsible for any deductible or self-insured retention contained within the insurance program.
- e. In the event Lessee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.
- f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.
- g. If Lessee is self-insured in whole or in part as to any of the above described types and levels of coverage, Lessee shall provide State with written acknowledgment of this fact at the time of the execution of this Lease. The State may require financial information to justify Lessee's self-insured status. If, at any time after the execution of this Lease, Lessee abandons its self-insured status, Lessee shall immediately

notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

16. FIRE AND CASUALTY DAMAGES.

State will not keep improvements which are constructed or installed by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee shall make no claim of any nature against State by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

17. HOLD HARMLESS INDEMNIFICATION.

This Lease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Lessee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

Lessee agrees to defend, indemnify, and hold harmless State from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

18. LOSSES.

State will not be responsible for losses or damage to personal property, equipment or

SECTION 3 – STANDARD PROVISIONS

materials of Lessee and all losses shall be reported to State immediately upon discovery.

19. DEBT LIABILITY DISCLAIMER.

State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the Lessee or its heirs, successors or assigns.

State and its agencies, departments and divisions will not be liable for and will be held harmless by Lessee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the Lessee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Lessee. State has no obligation to defend or undertake the defense on behalf of Lessee or its heirs, successors or assigns.

20. RELOCATION.

(a) In the event that State terminates this Lease pursuant to its terms, Lessee acknowledges and agrees that it has no claim against the State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Lessee further agrees that it has no claim in either law or equity against the State for damages or other relief should the Lease be terminated, and waives any such claims it may have.

(b) In the event subleasing, under the terms of this Lease, is permitted, Lessee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Lessee for damages and costs resulting from claims for relocation payments by sublessee.

(c) The location of the Premises to be used by Lessee for the purpose of this Lease may

be changed as required by State in the event of circumstances arising to warrant such a change. Lessee agrees to accept another functionally equivalent location within the facility grounds within which to operate under the same general provisions of this Lease.

In the event the new quarters are different in size from present quarters, there shall be an adjustment in rental rate on a proportionate square footage basis at the discretion of the State, either greater or smaller, as the case may be.

In the event State is unable to relocate the Lessee within the facility grounds, State, upon reasonable notice, may require Lessee to leave State premises. Reasonable notice is defined herein as to be at least thirty (30) days.

21. SMOKING RESTRICTIONS.

Per Government Code 7597, Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.

Lessee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Lessee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

22. RECORDING.

Lessee shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Lessee hereunder.

23. AUTHORITY TO CONTRACT.

If Lessee is a public, private or non-profit corporation, each individual executing this Lease on behalf of said Lessee shall provide evidence, which is acceptable to State, that he/she is duly authorized to execute and deliver this Lease on behalf of said Lessee in accordance with a duly

SECTION 3 – STANDARD PROVISIONS

adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.

24. PARTNERSHIP DISCLAIMER.

Lessee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

25. MINERAL RIGHTS.

Lessee agrees not to interfere, in any way, with the interests of any person or persons that may hold presently, or in the future, oil, gas, or other mineral interests upon or under said Premises; nor shall Lessee, in any way, interfere with the rights of ingress and egress of said interest holders.

26. CEQA.

Any physical changes made to the improvements by Lessee or its agents shall comply with the California Environmental Quality Act (CEQA).

27. BANKRUPTCY.

In no event shall this Lease or the leasehold estate become an asset of Lessee in bankruptcy, receivership or other judicial proceedings. Lessee shall be in default under this Lease in the event of any of the following: (a) Lessee becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against Lessee, (c) a writ of execution is levied against this Lease or the leasehold estate, (d) Lessee abandons or vacates or does not continuously occupy or safeguard the Premises.

28. AMENDMENTS AND MODIFICATIONS.

No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

29. MUTUAL CONSENT.

Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

30. FORCE MAJEURE.

If either Lessee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Lessee from prompt payment of any rent, taxes, insurance or any other charge required of Lessee, except as may be expressly provided in this Lease.

31. WAIVER.

If State waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition.

Failure by State to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Lessee.

Waiver by State of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized State representative.

32. ENTIRE AGREEMENT.

SECTION 3 – STANDARD PROVISIONS

This Lease and its exhibits constitute the entire agreement between State and Lessee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

33. PARAGRAPH HEADINGS.

All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

34. SEVERABILITY.

If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

35. SEPARATE COUNTERPARTS.

This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Lease and of signature pages by electronic mail in “portable document format” (“pdf”) form or by any other electronic means shall constitute effective execution and delivery of this Lease, as long as the original signatures will follow in the mail.

36. SUPERSEDURE.

This Lease supersedes and voids any prior license, lease or agreement of any kind between State and Lessee identified in this Lease with regards to the Premises.

37. BINDING.

The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

38. ESSENCE OF TIME.

Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

End of Section 3

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date written below.

**STATE OF CALIFORNIA
APPROVED:**

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By: _____
TONY PSIHOPAIDAS, Manager
State Owned Leasing and Development

Date Executed: _____

APPROVAL RECOMMENDED:

STATE OWNED LEASING AND
DEVELOPMENT

By: _____
KARI CHISM
Associate Real Estate Officer

CONSENT OF:

23RD DISTRICT AGRICULTURAL ASSOCIATION
D.B.A. CONTA COSTA COUNTY FAIR

By: _____
JOE BRENGLE
Chief Executive Officer

LESSEE:

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

By: _____
BRIAN M. BALBAS
Public Works Director

Date: _____

APPROVAL RECOMMENDED:

REAL ESTATE DIVISION

By: _____
JESSICA L. DILLINGHAM
Principal Real Property Agent

By: _____
STACEY SINCLAIR
Senior Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
KATHLEEN M. ANDRUS
Deputy County Counsel



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #26-355-12 with East Bay Newborn Specialists, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-355-12 with East Bay Newborn Specialists, Inc., a corporation, in an amount not to exceed \$554,000, to provide neonatology services for Contra Costa Regional Medical Center (CCRMC) and Health Center patients, for the period January 1, 2021 through December 31, 2023.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$554,000 over a 3 year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers relies on contracts to provide necessary specialty health services to its patients. CCRMC has contracted with East Bay Newborn Specialist, Inc. for neonatology specialty services since 1998.

On January 9, 2018, the Board of Supervisors approved Contract #26-355-11 with East Bay Newborn Specialists, Inc., to provide neonatology services at CCRMC and Health Centers for the period January 1, 2018 through December 31, 2020.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Samir Shah, M.D.,
925-370-5525

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Alaina Floyd, marcy.wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #26-355-12 will allow the contractor to continue providing neonatology services at CCRMC and Health Centers through December 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's patients requiring neonatology services at CCRMC will not have access to the contractor's services, which may result in a reduction in levels of service to the community.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 2, 2021

Subject: Transitional Housing Program ROUND 2 Funds

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Department (EHSD) Director, or designee, on behalf of the Children and Family Services (CFS) Bureau to accept a grant award in the amount of \$113,600 from the California Department of Housing & Community Development for the Transitional Housing Program (THP) Round 2 over two years from the period of grant award through June 30, 2023. (No County match)

FISCAL IMPACT:

County to receive \$113,600 from the State of California, Department of Housing & Community Development in Fiscal Year 2021-2022 to fund the Transitional Housing Program over a two-year period. There is no required cash or in-kind match.

BACKGROUND:

The State of California, Department of Housing and Community Development (“Department”) has allocated \$8 million in grants to counties under the Transitional Housing Program (“THP” or “Program”) authorized by item 2240-102-0001 of Section 2.00 of the Budget Act of 2020 (Chapter 6 of the Statutes of 2020) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Laura Pacheco
608-4963

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Funds will be used to provide housing stability to help young adults aged 18 years and up to 25 years secure and maintain housing, with priority given to young adults in the foster care system. EHSD will use the funding to support and expand existing THP programs and contracts with housing assistance programs in the county. EHSD will coordinate with the Contra Costa Health, Housing, and Homelessness (H3) as the local Continuum of Care to foster communication and collaboration.

Pros and cons of request:

Pros:

- Leverages existing Coordinated Entry System services and community-based partners to address gaps in housing services for homeless youth.
- Focuses on prevention in order for youth adults to remain safely in their homes and avert homelessness and entry into shelters and foster care system.
- Builds and maintains capacity for the County's housing & homelessness systems to further leverage Health, Housing and Homelessness (H3) funding streams.

Cons:

- Sustainability of program funding beyond end of grant term, June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the County will continue to face an increasing number of homeless and runaway youth without access to housing and preventative services.

ATTACHMENTS

Resolution 2021/47

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

Adopted this Resolution on 02/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/47

In The Matter Of: Transitional Housing Program ROUND 2 Funds

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance form, dated July 27, 2020 under the Transitional Housing Program (“THP” or “Program”) for \$8 million authorized by item 2240-102-0001 of Section 2.00 of the Budget Act of 2020 (Chapter 6 of the Statutes of 2020) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code; and **WHEREAS**, the Allocation Acceptance form relates to the availability of THP ROUND 2 Allocation funds; and **WHEREAS**, Contra Costa County Employment & Human Services Department, was mentioned in the Allocation Acceptance form dated July 27, 2020; and **WHEREAS**, Contra Costa County is hereby authorized and directed to apply for and accept their THP ROUND 2 allocation award, as detailed in the Allocation Acceptance form, up to the amount authorized in the Allocation Acceptance form and applicable state law; and **WHEREAS**, **Kathy Gallagher, Agency Director**, or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP ROUND 2 Allocation Award, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the THP ROUND 2 Allocation Award, (collectively, referred to as the “TRANSITIONAL HOUSING PROGRAM ROUND 2 Allocation Award Documents”), and all amendments hereto; and **WHEREAS**, Contra Costa County shall be subject to the terms and conditions specified in the THP ROUND 2 Allocation Award Documents, and utilize funds in accordance with the Allocation Acceptance form, other applicable rules and laws, the THP Program Documents, and any and all THP requirements.

Now, Therefore, Be It Resolved: that the Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Department (EHSD) Director, or designee, on behalf of the Children and Family Services (CFS) Bureau to accept a grant award in the amount of \$113,600 from the California Department of Housing & Community Development for the Transitional Housing Program Round 2 over two years from the period of grant award through June 30, 2023.

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Laura Pacheco 608-4963

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Amendment #24-680-39 with Telecare Corporation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #24-680-39 with Telecare Corporation, a corporation, effective January 1, 2021, to amend Contract #24-680-38, to increase the payment limit by \$93,247, from \$1,815,818 to a new payment limit of \$1,909,065, with no change in the term of July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

Approval of this amendment will result in budgeted expenditures of up to \$93,247 and will be funded by 71% Mental Health Realignment (\$66,205) and 19% Hospital Enterprise Fund I (\$17,717), and 10% County General Fund (\$9,325) revenues. (No rate increase)

BACKGROUND:

This contract meets the social needs of the County's population by providing gero-psychiatric services and subacute care for Severely and Persistently Mentally Ill (SPMI) County residents at Contractor's Villa Fairmont Mental Health Center, Garfield Neuro-Behavioral Center, Gladman Psychiatric Health Facility, and Morton Bakar Center. This contract is part of the Department's cost saving plan to reduce the number of high-cost State hospital beds by developing alternative placements.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Suzanne Tavano Ph.D,
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On May 26, 2020, the Board of Supervisors approved Contract #24-680-38 with Telecare Corporation in the amount of \$1,815,818 for the provision of mental health gero-psychiatric services and sub-acute care for SPMI patients for the period from July 1, 2020 through June 30, 2021.

Approval of Contract Amendment Agreement #24-680-39 will allow the contractor to provide additional services at Garfield Neuro-Behavioral Center client(s) with a major cognitive disorder(s) due to traumatic brain injuries through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the contractor will not be compensated for additional services authorized by the County's Behavioral Health Services Division.

CHILDREN'S IMPACT STATEMENT:



Contra
Costa
County

To: Board of Supervisors
From: Matt Slattengren, Ag Commissioner/Weights & Measures Director
Date: February 2, 2021

Subject: 20-0152 Insect Pest Detection Trapping

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture to receive reimbursement in an amount not to exceed \$1,680,956 to provide pest detection and trapping services for the period July 1, 2020 through June 30, 2022.

FISCAL IMPACT:

Agreement will reimburse the County for expenses incurred in an amount not to exceed \$1,680,956 during the period July 1, 2020 through June 30, 2022 for pest detection and trapping services performed on behalf of the California Department of Food and Agriculture in Contra Costa County. This revenue has been budgeted in FY 20/21 and will be budgeted for FY 21/22. There is no county match of funds.

BACKGROUND:

The county shall provide for the placement and servicing of traps for the detection of exotic insect pests, which are considered hazardous to agriculture and the economy of California. The insects may include, but are not

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: 608-6600

By: , Deputy

cc:

BACKGROUND: (CONT'D)

limited to: the Mediterranean Fruit Fly, Mexican Fruit Fly, Oriental Fruit Fly, Melon Fly, Gypsy Moth and Japanese Beetle. This agreement includes delimitation work associated with the detection of one or more life stages of target pests in the County, which involves placement of additional traps around the detected pest(s) to determine the severity of the infestation. The services shall be performed between July 1, 2020 through June 30, 2022. This agreement includes an indemnification provision, which obligates the County to indemnify and defend the State for claims or losses arising out of the performance of this agreement.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would result in the loss of revenue to the county and possible threat to our local agriculture and residents of Contra Costa County.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Amendment #26-614-16 with Sodexo America, LLC.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-614-16 with Sodexo America, LLC., a limited liability company, effective December 1, 2020, to amend Contract #26-614-14, to increase the payment limit by \$200,000, from \$899,000 to a new payment limit of \$1,099,000, with no change in the original term of January 1, 2020 through December 31, 2021.

FISCAL IMPACT:

This amendment will result in additional contractual service expenditures of up to \$200,000 for the last 13 months of this 2 year contract period and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:

On March 10, 2020, the Board of Supervisors requested that the Governor proclaim a State of Emergency in Contra Costa County (Gov. Code Section 8625) due to COVID-19. The Health Department must use all available preventative measures to combat the spread of COVID-19 which includes testing and vaccine administration. The Department must enter into contracts for these services and competitive bidding requirements are suspended to the extent necessary to address the effects of COVID-19.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Jaspreet Benepal,
925-370-5101

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Due to the COVID-19 pandemic, Contra Costa Regional Medical Center (CCRMC) and Health Centers needs to rely on this contractors cleaning and sanitizing services more than ever. In addition to the previous cleaning and sanitizing of CCRMC and Health Centers they will now assist the department in cleaning COVID-19 testing tents in locations throughout Contra Costa County. These testing sites must be cleaned regularly to reduce the transmission of COVID-19. This contractor has been providing cleaning and sanitizing services to CCRMC and Health Centers since 2008.

On March 10, 2020, the Board of Supervisors approved Contract #26-614-14 with Sodexo America, LLC for the provision of management and oversight of the Environmental Services Unit at CCRMC and Contra Costa Health Centers, for the period from January 1, 2020 through December 31, 2021.

Approval of Contract Amendment Agreement #26-614-16 will allow the Contractor to provide additional cleaning and sanitizing services due to COVID-19, through December 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CCRMC and Health Centers patients would be at higher risk for contracting COVID-19.



Contra
Costa
County

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: February 2, 2021

Subject: Purchase Software Licenses for the Department of Information Technology Supported Departments

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a software agreement with General Datatech (GDT) in an amount not to exceed \$705,897 for purchase of CrowdStrike Falcon Complete, a managed endpoint protection service, for the period January 30, 2021 through January 29, 2022.

FISCAL IMPACT:

The cost for implementing Falcon Complete is \$705,897 per year for 9,300 licenses and will cover all County departments except the Health Services Department. 100% General Fund (budgeted).

BACKGROUND:

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Marc Shorr
925-608-4071

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

style="font-size:12.0pt;">On January 3, 2020, the Library sustained a Ransomware attack on their administrative network. Library staff were unable to access any files stored on their servers. The attack also affected their ability to receive and send email. As part of the activities that enabled successful remediation of this event, the Department of Information Technology deployed CrowdStrike Falcon endpoint software to the Library, and other select departments, on a proof-of-concept basis. This software has successfully defended our departments since this time.

CONSEQUENCE OF NEGATIVE ACTION:

DoIT supported department's infrastructure would be at risk of another possible attack. Critical Services would take longer to restore, causing further service impacts to citizens.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #27-799-11 with Health Management Systems, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-799-11 with Health Management Systems, Inc., a corporation, in an amount not to exceed \$3,000,000, to provide auditing services to Contra Costa Health Plan (CCHP), for the period from January 1, 2021 through December 31, 2023.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$3,000,000 over a 3 year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:

CCHP is mandated by State and Federal law to have a comprehensive fraud, waste, and abuse prevention and detection program which must include measures that prevent, detect, and correct noncompliance with the Centers for Medicare and Medicaid Services (CMS) program requirements.

On February 7, 2017, the Board of Supervisors approved Contract #27-799-6 with Health Management Systems, Inc., for the period from February 1, 2017 through January 31, 2019 for the provision of professional auditing services. On February 6, 2018, the Board of Supervisors approved Amendment Agreement #27-799-7 to add additional auditing service activities with no change to the payment limit

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Leslie Walker, M Wilhelm

BACKGROUND: (CONT'D)

of \$3,000,000 or term. On May 5, 2018, the Board of Supervisors approved Amendment/Extension Agreement #27-799-8 to increase the payment limit by \$300,000 to a new payment limit of \$3,300,000 and extend the termination date from January 31, 2019 to December 31, 2020. On January 7, 2020, the Board of Supervisors approved Amendment Agreement #27-799-9 to add additional auditing service activities with no change to the payment limit of \$3,300,000 or term.

Approval of Contract #27-799-11, will allow the contractor to continue to provide professional auditing services, including fraud, waste, and abuse services, coordination of benefits, and overpayment recovery services for CCHP, through December 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP will be out of compliance with Medi-Cal Audit Corrective Action Plan requirements.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #27-640-10 with Noel T.D. Chiu, M.D., A Medical Corporation (dba Diablo Dermatology)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-640-10 with Noel T.D. Chiu, M.D., A Medical Corporation (dba Diablo Dermatology), in an amount not to exceed \$1,050,000, to provide dermatology services to Contra Costa Health Plan (CCHP) members for the period from February 1, 2021 through January 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$1,050,000 over a 3 year period and will be funded 100% by CCHP Enterprise Fund II.

BACKGROUND:

CCHP has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been part of the CCHP Provider Network since 2007.

On February 12, 2019, the Board of Supervisors approved Contract #27-640-9 with Noel T.D. Chiu, M.D., A Medical Corporation, in the amount of \$900,000 to provide dermatology services to CCHP members for the period from February 1, 2019 through January 31, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #27-640-10 will allow the contractor to continue to provide dermatology services to CCHP members through January 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members requiring dermatology services will not have access to Contractor's services, this will result in a reduction of options in the CCHP Provider Network.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #26-700-14 with Jaison James, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-700-14 with Jaison James, M.D., an individual, in an amount not to exceed \$880,000, to provide orthopedic services for Contra Costa Regional Medical Center (CCRMC) and Health Center patients, for the period February 1, 2021 through January 31, 2022.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$880,000 and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers relies on contracts to provide necessary specialty health services to its patients. CCRMC has contracted with Dr. James for orthopedic specialty services since 2011.

On January 21, 2020, the Board of Supervisors approved Contract #26-700-13 with Jaison James, M.D., to provide orthopedic services, including consultation, training, medical and surgical procedures for CCRMC and Health Centers patients for the period from February 1, 2020 through January 31, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021**
 APPROVED AS RECOMMENDED
 OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Samir Shah, M.D.,
925-370-5525

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Alaina Floyd, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #26-700-14 will allow the contractor to continue to provide orthopedic services through January 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's patients will not have access to the contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #77-032-4 with Vibra Hospital of Sacramento, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-032-4 with Vibra Hospital of Sacramento, LLC, a limited liability company, in an amount not to exceed \$600,000, to provide long-term acute care hospital services for Contra Costa Health Plan (CCHP) members, for the period from February 1, 2021 through January 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$600,000 over a 3 year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has provided long term acute care hospital services to CCHP members as part of the CCHP Provider Network since 2017.

On January 14, 2020, the Board of Supervisors approved Contract #77-032-3 with Vibra Hospital of Sacramento, LLC, in the amount of \$700,000 to provide long term acute care hospital services for CCHP members, for the period February 1, 2020 through January 31, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #77-032-4 will allow the contractor to continue to provide long term acute care hospital services for CCHP members through January 31, 2024

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members requiring long term acute care hospital services will not have access to the contractor's services, this will result in a reduction of options in the CCHP Provider Network.



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 2, 2021

Subject: Contract with TRC Solutions, Inc., to prepare an Environmental Impact Report for the Martinez Refinery Renewable Fuels Project

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with TRC Solutions, Inc., in an amount not to exceed \$297,210 for the preparation of an Environmental Impact Report for the Martinez Refinery Renewable Fuels Project located in the Marathon Martinez refinery in the Martinez area, for the period of February 2, 2021 through August 2, 2022. (County File# LP20-2046)

FISCAL IMPACT:

There will be no impact to the General Fund. The contract is 100% funded by the applicant.

BACKGROUND:

On September 16, 2020, an application for a Land Use Permit (County File# LP20-2046) was submitted by Tesoro Refining & Marketing Company LLC, an indirect, wholly owned subsidiary of Marathon Petroleum Corporation, to the Department of Conservation and Development (DCD) to implement the Martinez Refinery Renewable Fuels Project, which would convert the Applicant's Martinez Refinery facility from the processing of crude oil to the processing of renewable feedstocks. The DCD is the "Lead Agency" under the California Environmental Quality Act (CEQA) for the environmental review of the proposed project.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Joseph Lawlor, (925)
877-8251

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the proposed contract is not approved, TRC Solutions, Inc., will not be able to prepare the Environmental Impact Report.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 2, 2021

Subject: Approval of Blanket Purchase Order With Spike's Produce

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment and Human Services Director, to execute the renewal of a blanket purchase order with Spike's Produce in an amount not to exceed \$450,000, for the purchase of fresh produce for the Department's children's food program, with the term January 1, 2021 through December 31, 2023.

FISCAL IMPACT:

Budgeted from 50% (\$225,000) State (California Department of Education) and 50% (\$225,000) Federal funds (Administration for Children and Families). [CFDA No. 93.600].

BACKGROUND:

The Department utilizes this company to furnish fresh produce to provide daily food service to the 13 childcare centers operated by the Department. Fresh produce is vital to the well-being of the children at the centers.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to make necessary purchases to operate the childcare centers.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Nasim Eghlima
681-6389

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Nasim Eghlima

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: Children Ready for and Succeeding in School, Outcome 3: Families that are Economically Self-sufficient, and Outcome 4: Families that are Safe, Stable, and Nurturing. These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

ATTACHMENTS

Spikes Produce PO docs

Contra Costa County
Employment and Human Services Department
Community Services Bureau

Request for Purchase Order Requisition

Vendor: Spike's Produce (Suggested) 414 Martha Vista Address: Martinez CA 94556 City State Zip		Delivery Address: 1470 Civic Ct. Concord CA 94520 City State Zip Adriana Arceo Requested by: <i>Angela Wain</i> Date: 1/8/21 Accounting Approval Date: 1/8/21 Org. # As-coded Program Director Approval Date: 2021	
Name and address of vendor must be completed.			
Quantity: 1	Detailed Description of Item(s) requested: Include Item #, Model #, Measurements, or Pictures of Item(s). Renew the blanket PO 1126001 with Spikes Produce for all related produce/items. In the amount of \$450,000.00 for the period January 1, 2022 to December 31, 2023 2521 (Previous PO: F1126001)	Unit Price: \$450,000.00	Total Price: \$450,000.00
Subtotal: \$450,000.00 Sales Tax: Shipping/Delivery Charge:		Total: \$450,000.00	

SUPPLEMENTAL APPROVAL FORM FOR ITEMS OVER \$25,000

(if over \$200,000- Board of Supervisors Approval needed)

Department: EHSD-Community Services Bureau

Date: 1.8.2021

Authorized Requestor: Sung Kim

Telephone: 681-6303

Authorized Requestor Signature: _____

1. P.O. Requisition No. for renewal

2. Item. Dairy Products

3. Single Item

Multiple Like Items X

Integrated System

4. How does this purchase meet the Departments operational needs?

Spike's Produce is a local vendor that purchases from local farmers. Unlike other vendors who may import their produce from other countries, Spike's Produce will help to guarantee that the freshest produce is what is served to the children enrolled in our program which is imperative to ensure that we are providing the highest quality services in all aspects of our program.

\$450,000.00 ~~2020~~

5. Estimated cost: ~~\$99,900.00~~ from January 1, ~~2020~~ to December 31, 2023

2021

6. Funding Source: Federal (50%) and State (50%) No County Funds

7. Information Technology Approval (Needed for acquisition of computer hardware, services, software)
Computer Hardware, Services, and Software meet minimum use guidelines.

Signature: _____ Date: _____

8. County Administrator Approval

Signature: _____ Date: _____

I HEREBY CERTIFY THAT:

- 1) I am an approved County department representative. I understand the County's requirements for competitive bidding, as well as the criteria for justification for sole source.

- 2) I have gathered the required technical information and have made a good faith effort to review comparable and / or equal equipment / product / services.
Copies are attached.

I certify to the best of my knowledge the validity of the information contained herein.

Department / Division / Office name

Community Services Bureau

Department representative name

Sung Kim

(print name)

Department representative signature

(sign name)

Date:

1/11/2021

GSD PURCHASING OFFICE USE ONLY:

BUYER: _____ PURCHASING AGENT / DESIGNEE _____

APPROVED: _____ NOT APPROVED: _____ DATE: _____

COMMENTS:

**CRITERIA FOR
SOLE SOURCE / BRAND PROCUREMENT**

"SOLE SOURCE JUSTIFICATION FORM"

Please address by specific reference each question listed below (1 – 5) in your justification.
Failure to respond to any of the questions may result in the rejection of your request.
(When answering questions use separate sheets of paper as needed)

1. Why was the particular product and / or vendor selected?

The Community Services Bureau Head Start Program strives to provide the highest quality in our nutritional services to the children that are enrolled at our centers. Spikes produce is a local vendor that purchases from local farmers which ensures that produce is truly fresh. Nothing is imported from other countries. Furthermore, it is also an investment back into our county since they are a local small business.

**2. What are the unique performance factors of the selected product / service?
Provide detailed specifications and descriptions.**

Spike's Produce has excellent delivery service. Also, a key feature of this company that is appreciated is that they keep their customers informed of what crops are ready, which in turn allows us to prepare our menus with the freshest produce available.

3. Why are these specific factors required?

The Head Start program is dedicated to providing the children and families with quality services. In all areas including nutritional services, CSB is committed to ensuring that the children are provided with fresher and better tasting products.

4. What other products / services have been examined and rejected?

Produce has also be bought from other local grocery stores, but the quality and quantity did not meet our standards.

**5. Why are other sources providing like goods or services unacceptable?
Full explanation needed.**

Other sources have produce that may be shipped in from other countries and delivery services cannot be made to the customer daily.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #77-313 with Direct Dermatology Professionals, P.C.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-313 with Direct Dermatology Professionals, P.C., a professional corporation, in an amount not to exceed \$900,000, to provide telehealth dermatology services to Contra Costa Health Plan (CCHP) members, for the period from January 1, 2021 through December 31, 2023.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$900,000 over a three year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor will provide dermatology health care services utilizing telehealth technology video appointments to remotely facilitate services, including but not limited to diagnosis, consultation and care treatments for CCHP members during the COVID-19 pandemic to reduce in person visits. If a CCHP member requires an in-person visit, contractor will provide on an as-needed basis.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

Under new Contract #77-313, contractor will provide telehealth dermatology services to CCHP members for the period January 1, 2021 through December 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members requiring dermatology services will not have access to the contractor's services, and this will result in a reduction of options in the CCHP Provider Network.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #76-579-6 with Jamal J. Zaka, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-579-6 with Jamal J. Zaka, M.D., an individual, in an amount not to exceed \$900,000, to provide pulmonology services including clinic coverage, consultation, sleep studies and training at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from April 1, 2021 through March 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$900,000 over a 3 year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers relies on contracts to provide necessary specialty health services to its patients. CCRMC has contracted with Dr. Zaka for pulmonology specialty services since 2017.

On March 10, 2020, the Board of Supervisors approved Contract #76-579-4 with Jamal J. Zaka, M.D., for the provision of pulmonology services including clinic coverage, consultation, training and on-call services at CCRMC and Health Centers, through March 31, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Samir Shah, M.D.,
925-957-5525

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Alaina Floyd, marcy.wilham

BACKGROUND: (CONT'D)

On January 19, 2021, the Board of Supervisors approved Contract Amendment Agreement #76-579-5, with Jamal J. Zaka, M.D., to increase the payment limit by \$65,000 to a new payment limit of \$300,000 due to an increase in pulmonology services rendered to COVID-19 patients, with no change to the original term of the contract.

Approval of Contract #76-579-6 will allow the contractor to continue providing pulmonology services through March 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's patients requiring pulmonology services at CCRMC will not have access to the contractor's services, which may result in a reduction in levels of service to the community.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: Approve and Authorize Amendment No. 1 to the Contract with Atco Tow, Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Atco Tow, Inc., effective February 2, 2021, to increase the payment limit of \$250,000 by \$200,000 to a new payment limit of \$450,000 with no change to the contract term of February 1, 2019 to January 31, 2022, to provide on-call vehicle towing services, Countywide.

FISCAL IMPACT:

100% Fleet Internal Services Fund.

BACKGROUND:

Public Works Fleet Services maintains all County vehicles. As such, vehicle towing is an important part in getting damaged or broken units from one point to another. COVID 19 and social distancing protocols have presented challenges with regards to the drop-off and pickup of County vehicles. As a result, the contract balance has risen substantially.

This amendment will be adding \$200,000 to the current contract limit of \$250,000. This amendment is needed to ensure the County has access to the contractor's services through the term of the contract. The increase in contract limit will be used as needed, with no minimum amount that must be used.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Carlos Velasquez, (925) 313-7072

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved the County would be hampered in its ability to have vehicles towed as needed.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #77-268-1 with Choice In Aging

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-268-1 with Choice In Aging, a non-profit corporation, in an amount not to exceed \$6,000,000, to provide Community Based Adult Services (CBAS) services to Contra Costa Health Plan (CCHP) Medi-Cal members, for the period from February 1, 2021 through January 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$6,000,000 over a 3 year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

The CCHP has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been part of the CCHP Provider Network by providing CBAS services to CCHP Medi-Cal members since 2020.

On February 25, 2020 the Board of Supervisors approved Contract #77-268 with Choice In Aging, a non-profit corporation, in the amount of \$2,000,000 for the provision of CBAS services to CCHP Medi-Cal members, for the period February 1, 2020 through January 31, 2021.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #77-268-1 will allow the contractor to continue to provide CBAS services to CCHP Medi-Cal members through January 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP Medi-Cal members requiring CBAS services will not have access to the contractor's services, this will result in a reduction of options in the CCHP Provider Network.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: February 2, 2021

Subject: Purchase Order - National Food Group, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee to execute, on behalf of the Sheriff-Coroner, a blanket purchase order with National Food Group, Inc., in an amount to not exceed \$450,000, to provide frozen/dry food and related items as needed for the West County, Martinez and Marsh Creek detention facilities for the period January 1, 2021 through December 31, 2021.

FISCAL IMPACT:

\$450,000 maximum. 100% County General Fund; Budgeted.

BACKGROUND:

The vendor provides the Office of the Sheriff with opportunity buys, enabling the department to take advantage of last minute deals from manufacturers for cut rates on high quality bulk food items, such as frozen green beans, potato products and poultry items as needed by the three detention facilities to support the feeding program requirements of the inmate population. This vendor has no strict minimums which also makes it more convenient for ordering.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office will be unable to procure various food items for County adult detention facilities from the vendor.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Heike Anderson, 925
655-0023

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Heike Anderson, Alycia Rubio, Paul Reyes



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #77-316 with Tranquility, Incorporated

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-316 with Tranquility, Incorporated, a corporation, in an amount not to exceed \$750,000, to provide skilled nursing facility (SNF) services to Contra Costa Health Plan (CCHP) members, for the period from February 1, 2021 through January 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$750,000 over a 3 year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor will provide SNF services in the CCHP Provider Network.

Under this new Contract #77-316, the contractor will provide SNF services to CCHP members for the period February 1, 2021 through January 31, 2024.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members requiring SNF services will not have access to the contractor's services, and this will result in a reduction of options in the CCHP Provider Network.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #77-314 with East Bay Cardiovascular & Thoracic Associates, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-314 with East Bay Cardiovascular & Thoracic Associates, Inc., a corporation, in an amount not to exceed \$1,600,000, to provide cardiothoracic and vascular surgery services to Contra Costa Health Plan (CCHP) members, for the period April 1, 2021 through March 31, 2023.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$1,600,000 over a two year period and will be funded 100% by CCHP Enterprise Fund II.

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. CCHP would like to add this contractor as a cardiothoracic and vascular surgery service provider in its Provider Network.

Under new Contract #77-314, Contractor will provide cardiothoracic and vascular surgery services to CCHP members for the period April 1, 2021 through March 31, 2023.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members requiring cardiothoracic and vascular surgery services will not have access to the contractor's services, and this will result in a reduction of options in the CCHP Provider Network.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Amendment #74-592-2 with Jennifer Lee Miles, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-592-2 with Jennifer Lee Miles, M.D., an individual, effective September 1, 2020, to amend Contract #74-592-1 to increase the payment limit by \$54,104, from \$199,680 to a new payment limit of \$253,784, with no change in the term of April 1, 2020 through March 31, 2021.

FISCAL IMPACT:

Approval of this amendment will result in additional contractual expenditures of up to \$54,104 and will be funded by 50% Federal Medi-Cal and 50% Mental Health Realignment revenues.

BACKGROUND:

The Behavioral Health Division has been contracting with Jennifer Lee Miles, M.D., since April 2019 for her expertise in providing outpatient psychiatric care to children and adolescents. Dr. Miles is a child psychiatrist who provides services to children, adolescents and young adults seen in the Contra Costa County's First Hope Program. Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

In March 2020, the County Administrator approved and the Purchasing Services Manager executed Contract #74-592-1 with Jennifer Lee Miles, M.D., to provide outpatient psychiatric care to children and adolescents for the period from April 1, 2020 through March 31, 2021. Approval of Contract Amendment Agreement #74-592-2 will allow the contractor to provide additional outpatient psychiatric care, through March 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, this contractor will not provide additional psychiatric outpatient care to children and adolescents.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: (1) Children Ready for and Succeeding in School; (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: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #27-291-15 with Bay Area Retina Associates

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-291-15 with Bay Area Retina Associates, a general partnership, in an amount not to exceed \$7,500,000, to provide ophthalmology services for Contra Costa Health Plan (CCHP) members, for the period February 1, 2021 through January 31, 2024.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$7,500,000 over three years and will be funded 100% by CCHP Enterprise Fund II.

BACKGROUND:

CCHP has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been a part of the CCHP Provider Network since 1997.

On January 22, 2019, the Board of Supervisors approved Contract #27-291-14 with Bay Area Retina Associates, in the amount of \$3,000,000 to provide ophthalmology services to CCHP members for the period February 1, 2019 through January 31, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #27-291-15 will allow the contractor to continue to provide ophthalmology services to CCHP members for the period February 1, 2021 through January 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members requiring ophthalmology services will not have access to the contractor's services, this will result in a reduction of options in the CCHP Provider Network.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Fire Funding for Emergency Medical Services (EMS) Enhancements from Measure H Funds

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay the San Ramon Valley Fire Protection District \$33,000 for Emergency Medical Services (EMS) Fire First Responder medical equipment, medical supplies and EMS training to the San Ramon Valley Fire Protection District, as recommended by the EMS Director.

FISCAL IMPACT:

Funding for this expenditure has been budgeted under CSA EM-1, Zone A (Measure H). There is no General Fund impact.

BACKGROUND:

These funds are allocated to partially offset fire services' added costs for medical supplies, equipment, and training through participation in an enhanced Emergency Medical Services system established through CSA EM-1.

CONSEQUENCE OF NEGATIVE ACTION:

Fire services would need to fund medical supplies, equipment and training out of their existing funds.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Marshall Bennett,
925-608-5454

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm, Patti Weisinger



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #27-830-5 with Pleasanton Physical Therapy Services, Inc. (dba Back on Track Physical Therapy)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-830-5 with Pleasanton Physical Therapy Services, Inc. (dba Back on Track Physical Therapy), a corporation, in an amount not to exceed \$1,500,000, to provide physical therapy services for Contra Costa Health Plan (CCHP) members, for the period from February 1, 2021 through January 31, 2023.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$1,500,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been a part of the CCHP Provider Network providing physical therapy services since February 1, 2011.

On February 12, 2019, the Board of Supervisors approved Contract #27-830-4 with Pleasanton Physical Therapy Services, Inc., (dba Back on Track Physical Therapy), to provide physical therapy services for CCHP members, for the period from February 1, 2019 through January 31, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #27-830-5 will allow the contractor to continue providing physical therapy services for CCHP members through January 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services will not be provided to CCHP members.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #27-686-8 with Michael P. Sherman, M.D., Ph.D., A Medical Corporation (dba Contra Costa Oncology)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-686-8 with Michael P. Sherman, M.D., Ph.D., A Medical Corporation (dba Contra Costa Oncology), in an amount not to exceed \$2,100,000, to provide oncology and hematology services to Contra Costa Health Plan (CCHP) members, for the period from February 1, 2021 through January 31, 2024.

FISCAL IMPACT:

Approval of this contract will result in contractual service expenditures of up to \$2,100,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been a part of the CCHP Provider Network since February 1, 2007 and has been providing oncology and hematology services on a contract basis since that date.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

On February 12, 2019, the Board of Supervisors approved Contract #27-686-7 with Michael P. Sherman, M.D., Ph.D., A Medical Corporation (dba Contra Costa Oncology), to provide oncology and hematology services to CCHP members, for the period February 1, 2019 through January 31, 2021.

Approval of Contract #27-686-8 will allow the contractor to continue providing oncology and hematology services to CCHP members through January 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services may not be provided to CCHP members.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Purchase Order with Sam Clar Office Furniture, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order with Sam Clar Office Furniture, Inc., in the amount not to exceed \$256,256 to purchase furniture for the Behavioral Health Administration office located at 1340 Arnold Drive, Suite 200, Martinez.

FISCAL IMPACT:

This purchase is funded 100% by non-recurring cost settlement funding.

BACKGROUND:

Sam Clar Office Furniture, Inc. has supplied needed furniture and installation for offices and other spaces to multiple Health Services Department (HSD) locations. Behavioral Health is remodeling their current office at 1340 Arnold Ste. 200, Martinez and requires furniture and workstations to accommodate staff that will utilize the office.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, Behavioral Health Division staff will not be able to complete their office remodel, and the staff will not have updated furniture or workstations to perform their work efficiently.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Suzanne Tavano,
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm, Gennifer Moutain



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #27-735-7 with David Gilbert, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-735-7 with David Gilbert, M.D., an individual, in an amount not to exceed \$300,000, to provide ophthalmology services for Contra Costa Health Plan (CCHP) members, for the period from February 1, 2021 through January 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$300,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II.

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has continuously been a part of the CCHP Provider Network since February 1, 2008 for the provision of ophthalmology services for CCHP members.

On January 22, 2019, the Board of Supervisors approved Contract #27-735-6 with David Gilbert, M.D., to provide ophthalmology services to CCHP members for the period February 1, 2019 through January 31, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sharron Mackey,
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #27-735-7 will allow this contractor to continue to provide ophthalmology services through January 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members requiring ophthalmology services will not have access to this contractor's services, this will result in a reduction of options in the CCHP Provider Network.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Purchase Order for Software One, Inc. and Microsoft Enterprise Agreement Renewal

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to execute (1) a Purchase Order with Software One, Inc., in an amount not to exceed \$6,700,000, and (2) an Enterprise Enrollment Agreement and Server and Cloud Enrollment Agreement with Microsoft, Inc. to renew licenses to Microsoft Enterprise Products and to purchase temporary additional licenses needed for COVID-19 contract tracing, for the period from January 1, 2021 through December 31, 2023.

FISCAL IMPACT:

Approval of this purchase order will result in expenditures of up to \$6,700,000 and will be funded as budgeted by the department in FY 2020-21, by Hospital Enterprise Fund I.

BACKGROUND:

The Health Services Department (HSD) plans to renew licensed Microsoft Office 365 products (including Outlook, Excel, Word) and support through Microsoft's authorized third party reseller Software One, Inc., and enroll in a new Enterprise Agreement and Server and Cloud Enrollment Agreement for the licensing of Microsoft applications. Additional temporary licenses are needed for COVID-19 contact tracing. HSD will terminate the additional licenses when no longer needed. The County will benefit from discount volume pricing negotiated for all California counties.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Patrick Wilson,
925-335-8700

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Nick Hammel, Tasha Scott

CONSEQUENCE OF NEGATIVE ACTION:

Failure to renew HSD's Microsoft licenses would impair HSD's ability to continue using Microsoft products.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Purchase Order for Microsoft Corporation for Renewal of Unified Support

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to execute a Purchase Order with Microsoft Corporation in an amount not to exceed \$245,624 and a Microsoft Enterprise Work Order for Microsoft's Unified Support for licensed products, for the period from January 20, 2021 through January 19, 2022.

FISCAL IMPACT:

Approval of this purchase order will result in annual expenditures of up to \$245,624 and will be funded 100% by the Hospital Enterprise Fund I revenues.

BACKGROUND:

The County Health Services Department uses the Unified Support from Microsoft for advanced support on all Microsoft licenses on the Enterprise Agreement. This is an annual renewal for software support since 2019. Unified provides advanced support, faster response times, automatic escalations, and a dedicated account manager to assist in recovery solutions. This service also includes proactive support engagements for building out ad-hoc solutions and upgrades.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Patrick Wilson,
925-335-8700

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Nick Hammel, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

Failure to renew will result in drastically increased resolution times, decreased solution flexibility, and an overall reduction in resolution resources.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 2, 2021

Subject: RATIFY CONTRACT EXECUTED BY THE COUNTY ADMINISTRATOR IN RESPONSE TO THE COVID-19 EMERGENCY DECLARATION

RECOMMENDATION(S):

RATIFY the execution of a Memorandum of Agreement with the City of Walnut Creek, including modified indemnification, for use of the Tice Valley Gymnasium as a COVID-19 vaccination site operated by the State of California.

FISCAL IMPACT:

No anticipated fiscal impact.

BACKGROUND:

Contra Costa County, along with Health Officers from the Bay Area, have announced Public Health Orders that require residents to stay home to limit the spread of the novel coronavirus, also known as COVID-19. This initial order was in effect until April 7, 2020, but was extended on March 31, 2020 to last through May 3, 2020. The March 31, 2020 order also expanded and clarified certain activities to deemed non-essential to include use of shared recreational facilities and most construction activities. In addition, on April 17, 2020, the Health Officer issued a "Cover Your Face" order, which went into effect on April 22, 2020. The new order requires face coverings when working in or visiting an essential business, riding on public transportation and visiting a healthcare facility. These critical interventions have been designed to reduce harm from the spread of the coronavirus in our community. All Bay Area Health Officers observed quickly mounting cases and serious illnesses across the region. Because the virus spreads so easily, without dramatic intervention like these orders, it would result in so many people needing medical attention in a hospital setting that County hospitals will be overwhelmed. The County may not have enough beds or

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Timothy M. Ewell, (925) 655-2043

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

equipment to adequately care for the most seriously ill. And health care workers and other first responders, countywide, are also at risk. If those healthcare workers and first responders get sick there are fewer people to provide health care and first response services during the pandemic.

The County Administrator, acting in the capacity as Administrator of Emergency Services (County Code Section 42-2.602) issued an emergency blanket purchase order in the amount of \$20 million on Friday, March 20, 2020 for the procurement of services and supplies necessary to facilitate the COVID-19 response within the County. The Board of Supervisors subsequently ratified the County Administrator's action on March 31, 2020. Similarly, the County Administrator has entered into several agreements, including service contracts, license agreements and leases to support the activities responding to COVID-19.

BACKGROUND: (CONT'D)

Federal Disaster Relief Actions

On Friday, March 13, 2020, President Trump declared a nationwide emergency in response to the growing COVID-19 pandemic pursuant to Sec. 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). That action provides access to the Federal Emergency Management Agency (FEMA) Public Assistance program, which allows for a 75% Federal cost share on certain emergency protective measures taken at the direction or guidance of public health officials in response to the COVID-19 pandemic. Qualifying expenditures are those that are not supported by the authorities of another federal agency (i.e. reimbursement for response activities funded by another Federal agency grant program). Examples of reimbursable activities include the activation of Emergency Operations Centers, National Guard costs, law enforcement and other measures necessary to protect public health and safety.

The Governor's Office of Emergency Services (CalOES) is facilitating the collection of FEMA Requests for Public Assistance (RPA) from agencies (public and private) impacted by the COVID-19 pandemic. CalOES has advised that RPA documents, which do not include a specific dollar amount of public assistance being requested, be filed no later than April 17, 2020. Filing of this document allows agencies, including the County, to be on record stating that costs have been incurred as part of the response effort and allows for a request to FEMA that a portion of those costs be reimbursed in the future. In addition, CalOES has requested that impacted agencies adopt required Project Assurances for Federal Assistance and a resolution designating agents that can act on behalf of the impact agency.

On March 31, 2020, the Board of Supervisors took action to adopt Resolution No. 2020/112 authorizing the County Administrator to submit the RPA documents discussed above to CalOES to ensure the opportunity for Federal cost reimbursement. The County subsequently filed its RPA with FEMA, which was approved on April 17, 2020. The County has begun the process of developing and submitting FEMA reimbursements for the Great Plates and Non-Congregate Shelter programs, which have received pre-authorization from FEMA. The County does not anticipate that reimbursement from FEMA will occur in the current fiscal year and it is unknown when reimbursements may begin to flow back to the County.

State Disaster Request and Presidential Authorization

Following the President's action, Governor Newsom requested that the Federal government declare a major disaster in California due to COVID-19. The President approved the State's request on Sunday, March 22, 2020, which activated additional Federal resources directed to assist California, including deployment of mobile hospital units and a U.S. Navy hospital ship among other things. Contra Costa County was a recipient of mobile field hospital equipment and took delivery of those resources at the Craneway Pavilion in Richmond, which will serve as a 250-bed alternate care site supporting the capacity of the County's hospital and clinic system.

State Operated Vaccine Clinic

On Friday, January 22nd, the State approached the County to site a COVID-19 vaccination clinic within the City of Walnut Creek. The County worked with the City of Walnut Creek to identify the Tice Valley Gymnasium (the Premises) as the site, primarily due to the large, open space which are necessary for COVID-19 vaccination sites. Individuals that receive the vaccinations are required to be monitored for a period of 15 minutes following receipt of the vaccination.

The Walnut Creek location was determined by the State of California because Central Contra Costa County had, at the time, the highest backlog of eligible patients waiting for the COVID-19 vaccine, which represented 62% of the countywide backlog. In addition, that area of the County had no vaccine appointments available within the next two weeks.

The Memorandum of Agreement with the City makes the Premises available to the state contractor beginning on January 24, 2021 through July 31, 2021. The County, as Lessee, is responsible for the provision of janitorial and security services for the sites; however, the state contractor will provide those services. Should the contractor cease providing those services, then the County will provide the services, but those costs will be eligible for 100% FEMA reimbursement.

CONSEQUENCE OF NEGATIVE ACTION:

Contracts executed by the County Administrator in response to the COVID-19 emergency will not be ratified by the Board of Supervisors.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 2, 2021

Subject: 343 Rodeo Avenue General Plan Amendment, County File #GP20-0003

RECOMMENDATION(S):

1. AUTHORIZE initiation of a General Plan Amendment (GPA) process to consider changing the General Plan land use designation from "Public and Semi-Public" (PS) to "Multiple-Family Residential-High Density" (MH) for a 5,750 square-foot (0.13-acre) vacant parcel located at 343 Rodeo Avenue in Rodeo, Assessor's Parcel Number 357-081-015. (File #GP20-0003)

2. ACKNOWLEDGE that granting this authorization does not imply any sort of endorsement for the application to amend the General Plan, but only that the matter is appropriate for consideration.

FISCAL IMPACT:

None. If the authorization is granted, the project applicant will pay application fees to cover the cost of processing the GPA.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Daniel Barrios (925)
877-8199

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND:

The subject property was previously owned by the County and was purchased at auction by the current owners. The subject site, along with the adjacent parcel 341 Rodeo Avenue (APN 357-081-036), currently have a Public and Semi-Public (PS) General Plan land use designation. The next four parcels to the north and the four parcels to the south are designated Office (OF), there are five parcels south of those designated Multiple-Family Residential-High Density, and the land to the north and east is designated Downtown/Waterfront Rodeo Mixed-Use (M-2).

The new property owner is interested in developing the subject site in a cohesive nature to the surrounding neighborhood. It is noted that adjacent parcels are developed as single-family residences, a four-plex, offices and commercial shops. Ideally, the applicant would like to develop the property to its maximum potential while still maintaining a cohesive development pattern in the community. As such, the applicant is requesting the Multiple-Family Residential-High Density (MH) land use designation, which has a density range of 22.0 – 29.9 units per net acre. This density translates to a range of three-to-four units on the subject property, at maximum. The MH land use designation is also consistent with the overall residential character of the community, and other examples of MH designations with multi-family development are present nearby. Staff emphasizes that authorization to proceed with the GPA process does not imply the Board's support or endorsement for the application to amend the General Plan, but only that this matter is appropriate for further consideration.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not authorize initiation of the GPA process, then an application to amend the General Plan cannot be filed and the subject site will retain its PS land use designation.

ATTACHMENTS

GP20-0003 Applicant Narrative

Parcel Map

General Plan Map

Zoning Map

Aerial Photo

NARRATIVE PROVIDED BY APPLICANT

August 27, 2020

Project name: 343 Rodeo Avenue

Project Address: 343 Rodeo Avenue, Rodeo, CA 94572

A.P.N: 357-081-015

Zoning: PS - Public/ Semi-Public

Applicants: Meles Eleyh & Ashur Abbasi

Purpose of Application:

Request for a General Plan Amendment; a rezoning to amend the zoning from PS (Public/ Semi-Public) to a Residential zone.

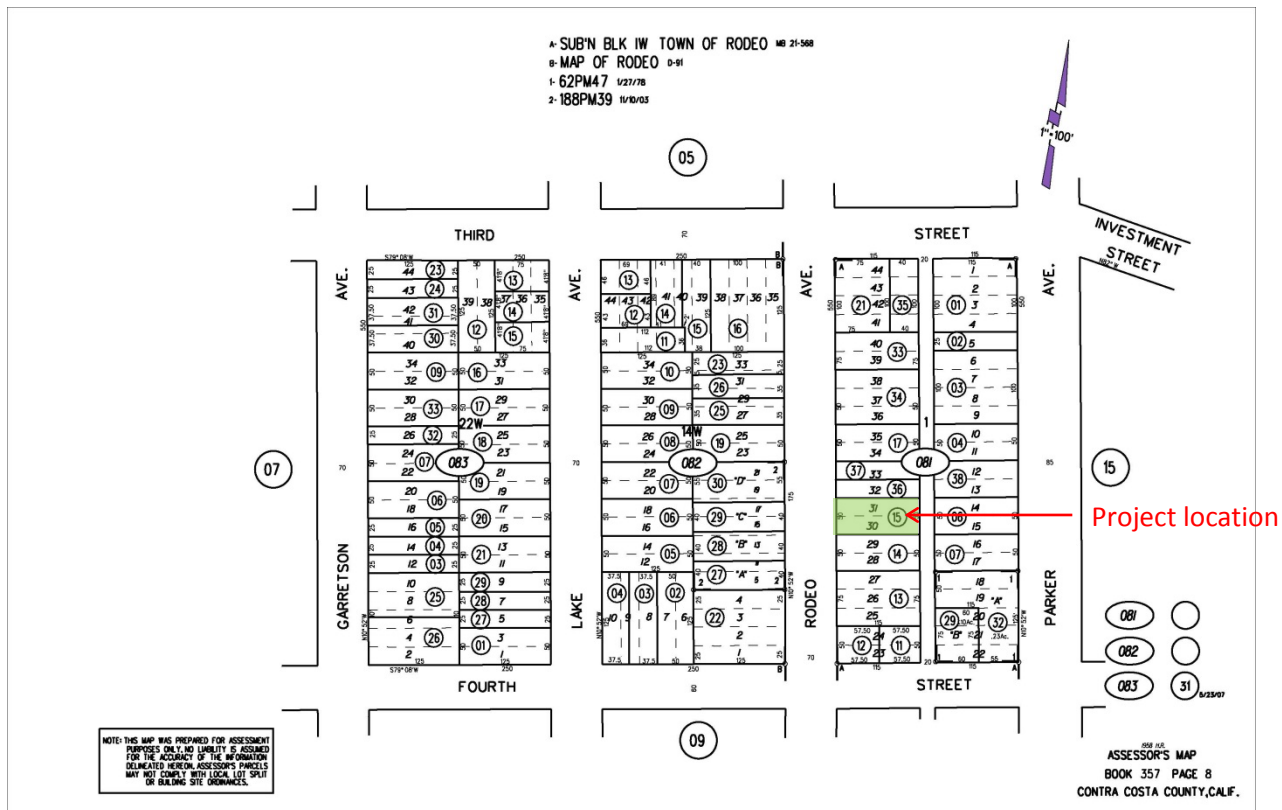
Ownership:

Meles Eleyh & Ashur Abbasi owns the subject property currently.

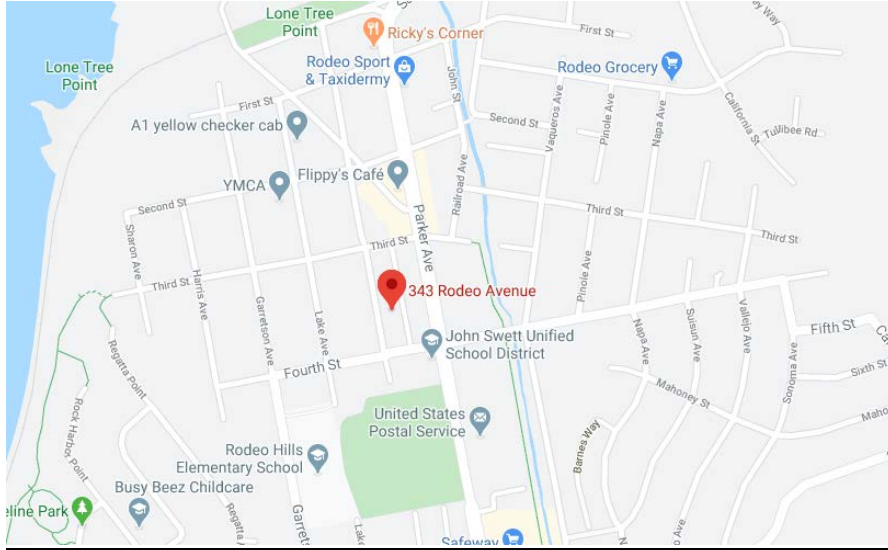
Property Location:

The subject property is known as Lot 30 and 31 in block 1, as shown on the map entitled, "subdivision of block 1 W, Town of Rodeo", filed for record May 8, 1928, in Book 21 of Maps, Page 568.

The subject property is a 0.13 acres (5,750 sq. ft.) currently vacant land located in 343 Rodeo Avenue.

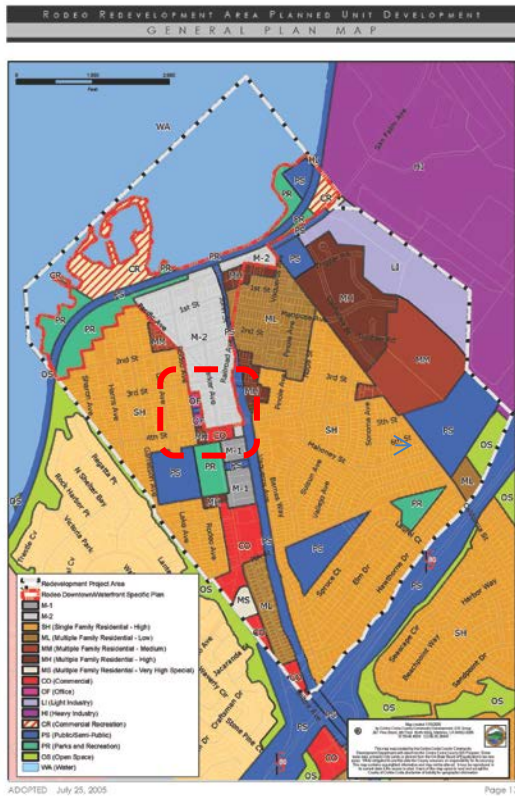


Vicinity Map:

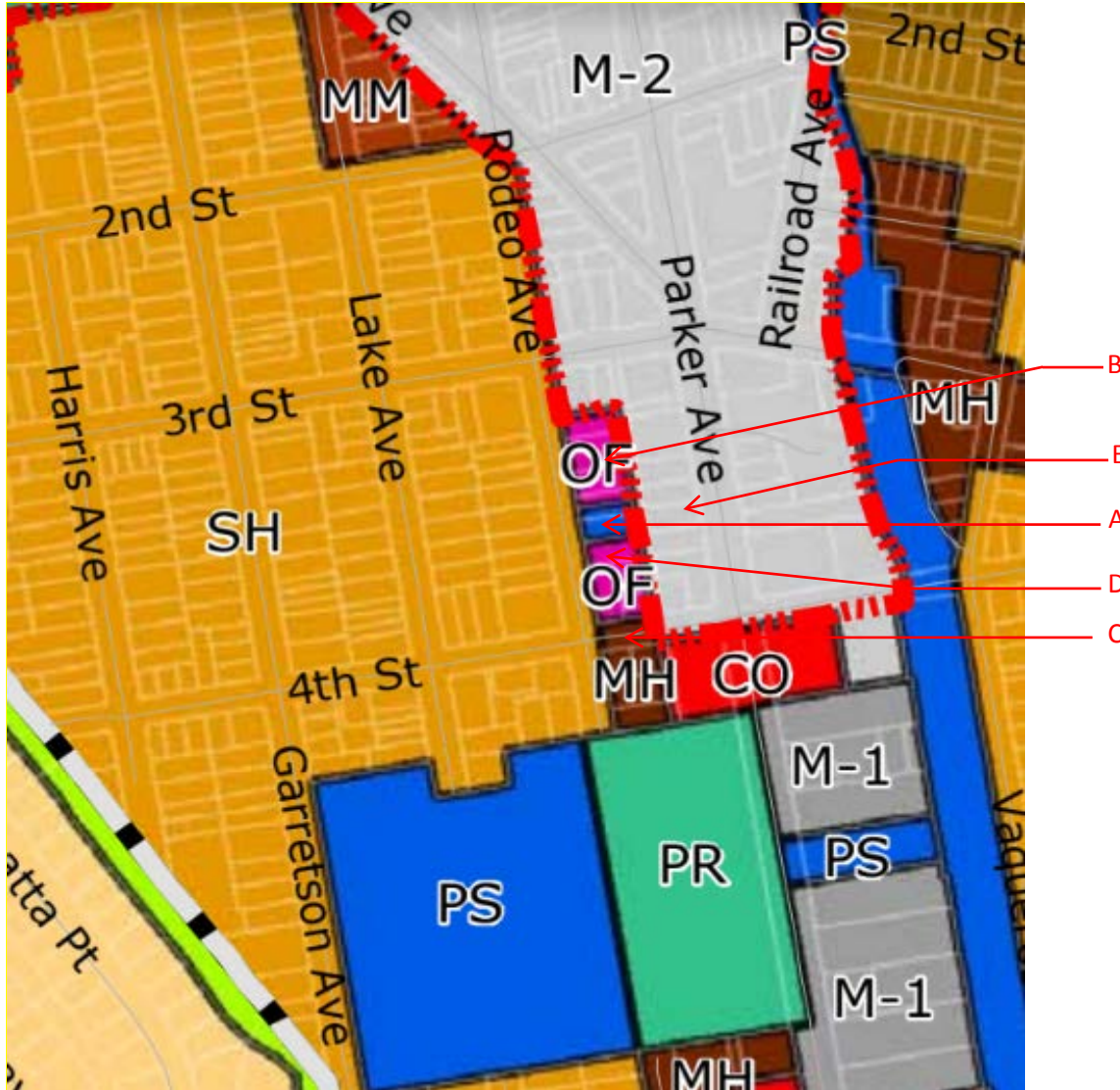


Observations:

1. The subject lot is located within the public/ Semi-public zone district (PS). Surrounding properties are primarily single-family and multi-family homes.

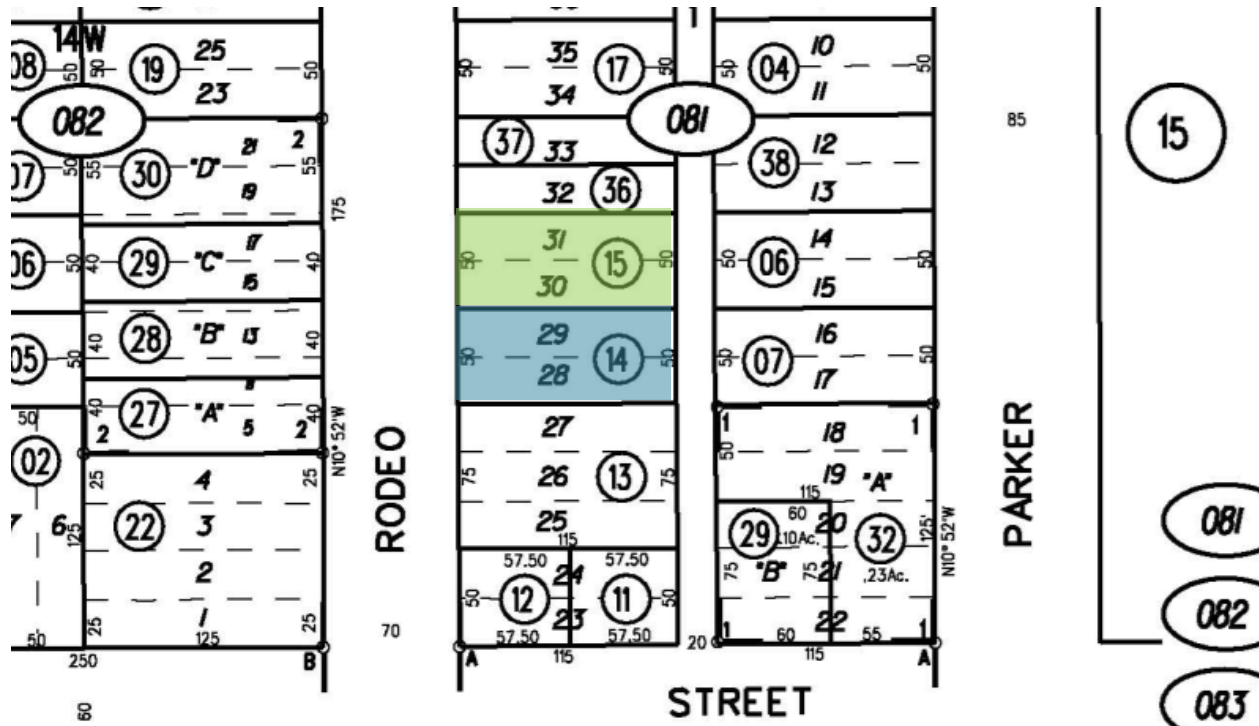



Subject Property's Location on Zoning Map




Enlarged Zoning Map

- A. Subject property, 343 Rodeo Ave, Current Use: Vacant
 - B. 341 Rodeo Ave, Current Use: Single-Family Residential
 - C. 373 Rodeo Ave, Current use: Multi-Family Residential (Fourplex)
 - D. 352, 358 & 364 Rodeo Ave, Current Use: Single-Family Residential
 - E. 362 Parker Ave, Current Use: Office
2. Majority of neighbors located in Rodeo Avenue have residential uses.
 3. The subject property has a total of the 5,750 square feet of the lot area and it has identical size and dimensions with adjacent property (373 Rodeo Ave.).



 343 Rodeo Ave; Lot Size: 50'x115' = 5,750 SF

 373 Rodeo Ave; Lot Size: 50'x115' = 5,750 SF

373 Rodeo Avenue currently has a multi-family (fourplex) use.

4. The purpose of the rezoning is to be able to sell the lot to potential buyers who are highly interested to build the residential units in this property; otherwise, it seems impossible to sell the lot. The neighborhood in Rodeo Avenue is composed of the residential buildings with consistent Architectural character giving the neighborhood a cohesive appearance. Amending zoning from public/semi-public to a residential zone will match the neighborhood need and use.
5. If rezoning from public/ semi-public to a residential zone has approved we highly recommend rezoning to a zone with maximum allowable residential density (a similar use to 373 Rodeo Ave. (fourplex) with similar footprints is recommended if allowable).

Subject Lot's Existing Photos:



Existing Adjacent Buildings Photos:



341 Rodeo Ave _ Single Family Residential



373 Rodeo Ave _ Multi-Family (Fourplex)



352 Rodeo Ave _ Single Family Residential



358 Rodeo Ave _ Single Family Residential



364 Rodeo Ave _ Single Family Residential



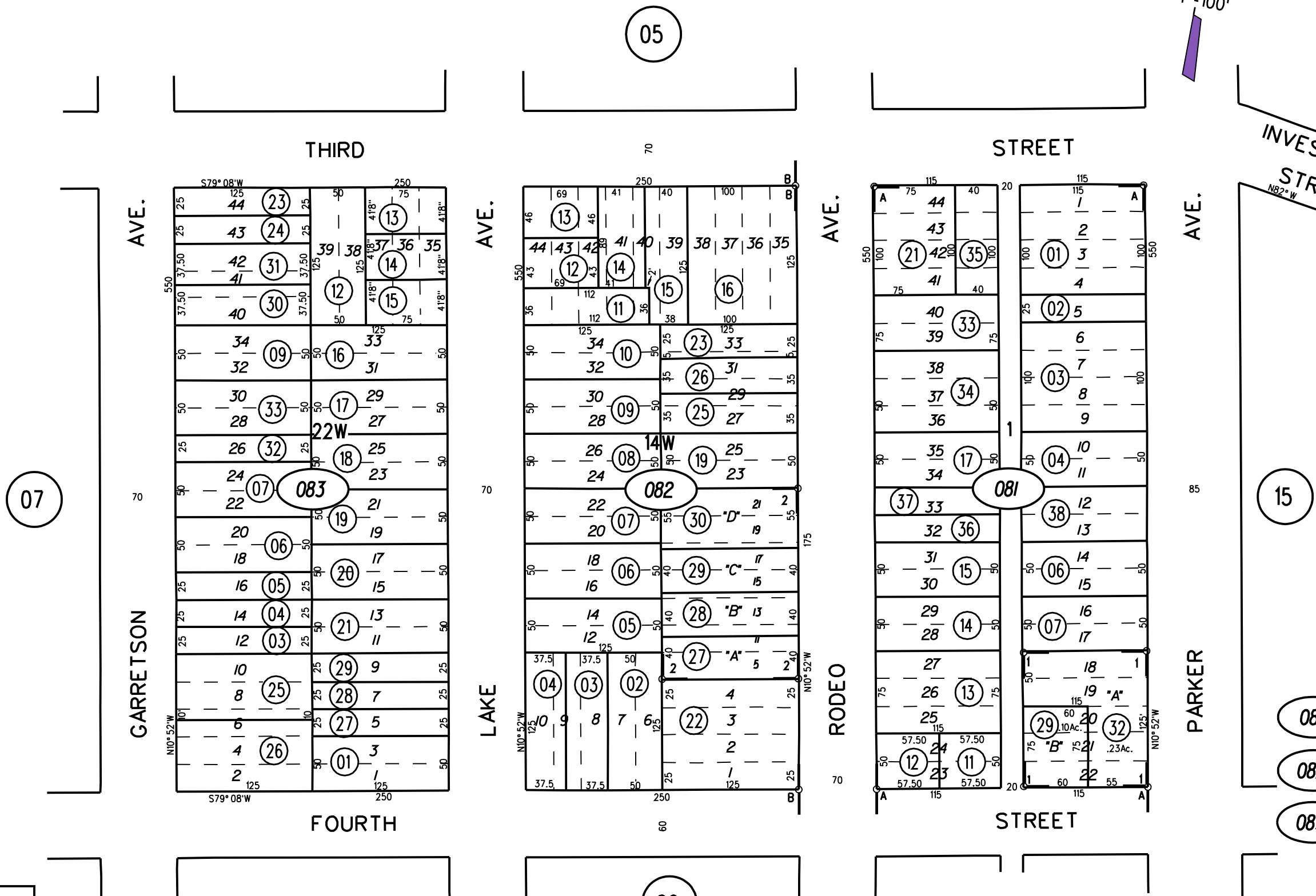
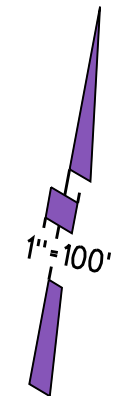
362 Parker Ave _ Office

A- SUB'N BLK IW TOWN OF RODEO MB 21-568

B- MAP OF RODEO D-91

1- 62PM47 1/27/78

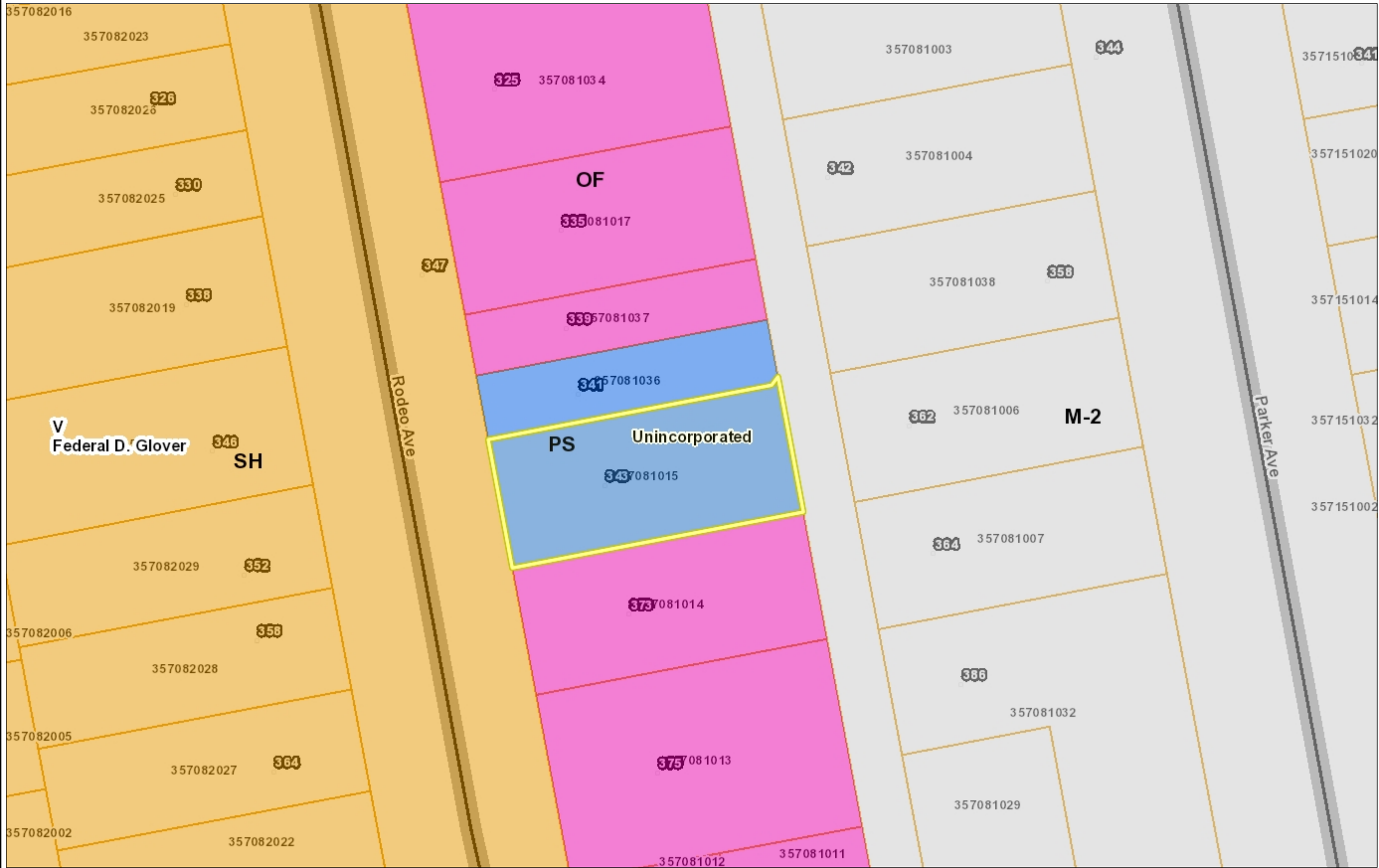
2- 188PM39 11/10/03



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

5/23/07

GP20-0003 GENERAL PLAN: PUBLIC / SEMI-PUBLIC (PS)



Legend

- Board of Supervisors' Districts
- City Limits
- Unincorporated
- General Plan
 - SV (Single Family Residential - Ver)
 - SL (Single Family Residential - Low)
 - SM (Single Family Residential - Me)
 - SH (Single Family Residential - Hig)
 - ML (Multiple Family Residential - Lc)
 - MM (Multiple Family Residential - M)
 - MH (Multiple Family Residential - H)
 - MV (Multiple Family Residential - V)
 - MS (Multiple Family Residential - V)
 - CC (Congregate Care/Senior Housi)
 - MO (Mobile Home)
 - M-1 (Parker Avenue Mixed Use)
 - M-2 (Downtown/Waterfront Rodeo I)
 - M-3 (Pleasant Hill BART Mixed Use)
 - M-4 (Willow Pass Road Mixed Use)
 - M-5 (Willow Pass Road Commercia)
 - M-6 (Bay Point Residential Mixed U)
 - M-7 (Pittsburg/Bay Point BART Star)
 - M-8 (Dougherty Valley Village Cent)
 - M-9 (Montalvin Manor Mixed Use)
 - M-10 (Willow Pass Business Park M)
 - M-11 (Appian Way Mixed Use)
 - M-12 (Triangle Area Mixed Use)
 - M-13 (San Pablo Dam Road Mixed)
 - M-14 (Heritage Mixed Use)
 - CO (Commercial)
 - OF (Office)
 - BP (Business Park)
 - LI (Light Industry)
 - HI (Heavy Industry)
 - AL, OIBA (Agricultural Lands & Off)
 - CR (Commercial Recreation)
 - ACO (Airport Commercial)
 - LF (Landfill)
 - PS (Public/Semi-Public)

1: 564



0.0 0 0.01 0.0 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Contra Costa County -DOIT GIS

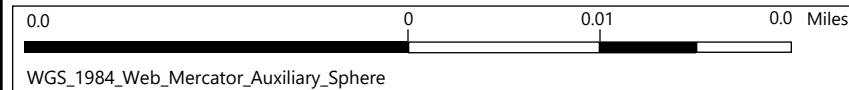
GP20-0003 ZONING: RODEO AREA PLANNED UNIT DISTRICT (P-1)



Legend

- Board of Supervisors' Districts
- City Limits
- Unincorporated
- Zoning
- R-6 (Single Family Residential)
- R-6, -FH -UE (Single Family Resid Urban Farm Animal Exclusion Com
- R-6 -SD-1 (Single Family Resident Hillside Development Combining Di
- R-6 -TOV -K (Single Family Reside View Ordinance and Kensington Cc
- R-6, -UE (Single Family Residential Exclusion Combining District)
- R-6 -X (Single Family Residential - Combining District)
- R-7 (Single Family Residential)
- R-7 -X (Single Family Residential - Combining District)
- R-10 (Single Family Residential)
- R-10, -UE (Single Family Residenci Exclusion Combining District)
- R-12 (Single Family Residential)
- R-15 (Single Family Residential)
- R-20 (Single Family Residential)
- R-20, -UE (Single Family Residenci Exclusion Combining District)
- R-40 (Single Family Residential)
- R-40, -FH -UE (Single Family Resic Urban Farm Animal Exclusion Com
- R-40, -UE (Single Family Residenci Exclusion Combining District)
- R-65 (Single Family Residential)
- R-100 (Single Family Residential)
- D-1 (Two Family Residential)
- D-1 -T (Two Family Residential - Tr District)
- D-1, -UE (Planned Unit - Urban Far Combining District)
- M-12 (Multiple Family Residential)
- M-12 -FH (Multiple Family Resident Combining District)
- M-17 (Multiple Family Residential)
- M-29 (Multiple Family Residential)
- F-R (Forestry Recreational)
- F-R -FH (Forestry Recreational - Fl District)
- F-1 (Water Recreational)
- F-1 -FH (Water Recreational - Floor

1:564



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Notes
Contra Costa County -DOIT GIS

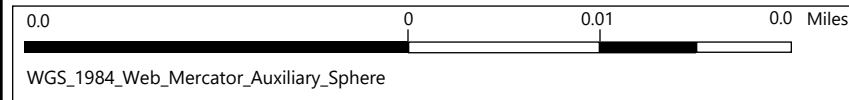
GP20-0003 ORTHOPHOTOGRAPHY



Legend

- Board of Supervisors' Districts
- City Limits
- Unincorporated
- Address Points
- Streets
- Assessment Parcels
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

1: 564



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Notes
Contra Costa County -DOIT GIS



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: APPROVE the CCRMC New CT Unit Project and take related actions under CEQA.

RECOMMENDATION(S):

APPROVE the CCRMC New CT Unit Project (Project) 2500 Alhambra Ave. [County Project No 250-2017 (WH534B) DCD-CP#20-27] (District V).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 15301(e) and 15311 Categorical Exemptions, pursuant to Article 19, Sections 15301 and 15311 of the CEQA Guidelines, and

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

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

FISCAL IMPACT:

Estimated Project cost: \$300,000. 100% Hospital Enterprise Funds.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Sean O'Neil, (925)
313-2176

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND:

Contra Costa County Regional Medical Center (CCRMC) is in need of new permanent CT (Computed Tomography) Machine. Due to the value CT images provide in identifying COVID 19 infections and as part of the effort in combating the COVID 19 pandemic, a new CT Unit trailer has been approved for installation next to the existing MRI unit. A portion of the trailer will be anchored to a concrete pad while the other portion will rest on a platform supported by concrete piers. Excavations up to 4 feet will be required to install the foundation. On April 28, 2020, the Board of Supervisors awarded a job order contract (JOC) for repair, remodeling, and other repetitive work to be performed pursuant to the Construction Task Catalog to each of Mark Scott Construction, Inc., Aztec Consultants, MVP Construction, and Staples Construction Company, Inc., each in the amount of \$2,500,000. This project is expected to be performed by one of the four JOC contractors. A task order catalogue has been prepared for the JOC contractor to complete this Project. In the event that the Project is not performed by the JOC contractor, the Public Works Department will return to the Board for approval of plans and specifications and authorization to advertise and solicit bids.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of construction and may limit CCRMC's capacity to monitor patients infected with COVID 19.

ATTACHMENTS

NOE



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

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

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

[x] County Clerk, County of Contra Costa

Project Title: CCRMC New CT Unit, Project No. 250-2017 (WH534B), CP# 20-27

Project Applicant: Contra Costa County Public Works Department, 255 Glacier Dr. Martinez, CA, 94553

Project Location : 2500 Alhambra Ave. Martinez, Contra Costa County, APN: 372191022

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553

Project Description:

Contra Costa County Regional Medical Center (CCRMC) is in need of new permanent CT Machine. Due to the value CT images provide in identifying COVID 19 infections and as part of the effort in combating the COVID 19 pandemic, a new CT Unit trailer has been approved for installation next to the existing MRI unit. A portion of the trailer will be anchored to a concrete pad while the other portion will rest on a platform supported by concrete piers. Excavations up to 4 feet will be required to install the foundation.

Name of Person or Agency Carrying out Project:

Contra Costa County Public Works Department (925) 313-2000

Exempt Status:

- [] Ministerial Project (Sec. 21080[b][1]; 15268) [x] Categorical Exemption (Sec. 15303 (c), 15311)
[] Declared Emergency (Sec. 21080[b][3]; 15269[a]) [] General Rule of Applicability (Sec. 15061[b][3])
[] Emergency Project (Sec. 21080[b][4]; 15269[b][c]) [] Other Statutory Exemption (Sec.)

Reasons why project is exempt: The project consists of the construction of limited numbers of new, small facilities or structures and placement of minor structures accessory to existing commercial, industrial, or institutional facilities, pursuant to Sections 15303 (c) and 15311 of the CEQA guidelines.

If filed by applicant:

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

Signature: Teleana B. Novena Date 12/17/20 Title Principal Planner

Contra Costa County Department of Conservation and Development

[x] Signed by Lead Agency [] Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

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

Signature _____

Title _____

Applicant

Sean O'Neil
255 Glacier Dr.
Martinez, CA, 94553
(925) 313-2176

Department of Fish and Wildlife Fees Due

- [] De Minimis Finding - \$0
[x] Conservation and Development - \$25
[x] County Clerk - \$50

Total Due: \$75.00

Receipt #: _____



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 2, 2021

Subject: Heritage Tree Nomination for 55-Inch Oak Tree at 2031 Dorris Avenue Walnut Creek, #HT18-0001

RECOMMENDATION(S):

1. APPROVE designation of the 55-inch diameter Valley Oak tree identified as tree #1 in the attached site plan located on the property identified as 2031 Doris Avenue in unincorporated Walnut Creek as a Heritage Tree pursuant to Chapter 816-4 of the County Ordinance.

2. FIND that for the purposes of compliance with the California Environmental Quality Act, the project is categorically exempt under Government Code Section 15308, which identifies projects consisting of actions taken by regulatory agencies as authorized by local ordinance to assure maintenance of a natural resource, as being exempt from review; and,

3. DIRECT staff to post a Notice of Exemption with the County Clerk.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Daniel Barrios, (925) 877-8199

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

FISCAL IMPACT:

None. The applicant has paid the cost of designating a heritage tree, and any further modifications to this designation will require the costs be paid by future applicants.

BACKGROUND:

I. Project Description

This is a request by the property owner to nominate one Valley Oak tree pursuant to the Heritage Tree Preservation Ordinance (Chapter 816-4). The single tree proposed for heritage tree designation is located in the northeast corner of the property (2031 Doris Ave., Walnut Creek) at the property's frontage along Doris Avenue. The subject Valley Oak tree measures approximately 55-inches in diameter (175 inches in circumference) as measured 4 1/2 feet from grade. The applicant has elected to nominate the trees for heritage status due to their age, size, and aesthetic value in preserving the nature of the subject property and neighborhood. Approval of a heritage tree designation provides the tree with additional protection.

II. General Information

- A. General Plan: The subject site has a Single-Family Residential-Low Density (SL) General Plan designation.
- B. Zoning: The subject site is located in the Single-Family Residential (R-20) District.
- C. California Environmental Quality Act (CEQA) Compliance: The proposed project is exempt under Government Code Section 15308, which indicates that projects taken by regulatory agencies, as authorized by local ordinance, to assure the maintenance of natural resources are exempt from review.

III. Site Description

The subject property is approximately 20,800 square feet and developed with a single-family residence and assorted backyard improvements. The property slopes upward approximately 15 feet from west to east. There is significant tree coverage of the property, which is comprised of approximately 20 trees including the subject Valley Oak being nominated as a heritage tree. The trees include a variety of species, with the majority being Valley Oak and Coast Redwood, and they range in size from 6 to 55 inches in diameter.

IV. County Planning Commission

This application was considered by the County Planning Commission (CPC) at the April 24, 2019 hearing. After taking public testimony, the CPC voted to adopt a motion recommending that the Board of Supervisors approve the heritage tree nomination of the subject Valley Oak tree.

V. Staff Analysis

- A. Appropriateness of Nomination: The Valley Oak tree nominated for designation meets the size criteria for designation as heritage trees, as is required under Section 816-4.402 (Heritage Tree Definition) of the County

Ordinance. The subject Valley Oak tree measures approximately 55-inches in diameter (175 inches in circumference) as measured 4 1/2 feet from grade, where the minimum is 72 inches in circumference. In addition to its significant size and aesthetic benefits, the nominated tree is a major component of the project site's history dating back to at least 1939, and it should be preserved to maintain property values.

- B. Suitable Marking of Trees: Upon designation, the heritage trees shall be clearly marked to notify the public of their heritage status. Pursuant to Condition of Approval #3 of this permit, the applicant is required to suitably mark and maintain the markers on the designated trees.

VI. Conclusion

The tree nominated by the applicant is worthy of heritage tree designation. The subject tree meets the minimum criteria for designation and possesses unique character and value to both the subject properties and the County as a whole. Therefore, staff recommends that the County Board of Supervisors adopt a resolution to nominate the subject tree as a Heritage Tree.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the designation of the heritage tree, then the subject tree will not be designated as a heritage tree and will remain subject to the standard provisions of the County Tree Protection and Preservation Ordinance (Section 816-6).

ATTACHMENTS

Resolution 2021/30

1- Findings & COAs

2 - Parcel Page

3 - General Plan

4 - Zoning

5 - Aerial Photo

6 - Tree Pictures

7 - Site Plan

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

Adopted this Resolution on 02/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/30

IN THE MATTER OF designation of one Valley Oak tree, measuring approximately 55-inched in diameter (175 inches in circumference), located on the property identified as 2031 Doris Avenur in the Walnut Creek area, as a Heritage Tree pursuant to the Heritage Tree Preservation Ordinance (Chapter 816-4)

WHEREAS, on June 28, 2018, Craig Frieders (Applicant) filed an application with the Department of Conservation and Development, County File #HT18-0001, to nominate one valley oak tree within the unincorporated area of Walnut Creek for Heritage tree status pursuant to the Heritage Tree Preservation District (Chapter 816-4); WHEREAS, for purposes of compliance with the California Environmental Quality Act (CEQA), staff determined that the proposed action is Categorically Exempt under Government Code Section 15308 insofar as CEQA exempts projects taken by regulatory agencies, as authorized by local ordinance, to assure the maintenance of natural resources; WHEREAS, after notice was issued as required by law, Wednesday, April 24, 2019, a hearing was scheduled before the County Planning Commission, at which time all interested were afforded the opportunity to testify before the Commission; the Commission, having fully considered all written and oral testimony on this matter, recommended to the Board of Supervisors the nomination of the subject trees as heritage trees; WHEREAS, after notice was issued as required by law, on Tuesday, January 19, 2021, a hearing on the recommendation of the County Planning Commission was scheduled before the Board of Supervisors, at which time all interested were afforded the opportunity to testify; and at which time the Board voted to direct staff to prepare a resolution for Board consideration;

NOW, THEREFORE, the Contra Costa County Board of Supervisors resolves as follows:

1. The Board of Supervisors makes the following Heritage Tree finding:
 - A. The valley oak tree nominated for designation meets the size criteria for designation as heritage trees, as is required under Section 816-4.402 (Heritage Tree Definition) of the County Ordinance. The subject Valley Oak tree measures approximately 55-inched in diameter (175 inches in circumference) as measured 4 1/2 feet from grade, where the minimum is 72 inches in circumference. In addition to its significant size and aesthetic benefits, the nominated tree is a major component of the project site's history dating back to at least 1939, and it should be preserved to maintain property values. Therefore, the nominated tree meets the requirements of Chapter 816-4 of the Ordinance Code to be designated a heritage tree.
2. Further, pursuant to Ordinance Code Section 816-4.404(e), the property owner is requested to appropriately mark the designated trees so as to provide continuing notice to the public of the Heritage tree status.

I hereby certify that this 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: Daniel Barrios, (925) 877-8199

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

FINDINGS AND CONDITIONS OF APPROVAL FOR CRAIG FRIEDERS (APPLICANT & OWNER); COUNTY FILE #HT18-0001

I. HERITAGE TREE FINDING

A heritage tree is defined as one of the following:

1. A tree seventy-two inches or more in circumference measured four and one-half feet above the natural grade; or
2. Any tree or a group of trees particularly worthy of protection, and specifically designated as a heritage tree by the Board of Supervisors pursuant to the provisions of Chapter 816-4 (Heritage Tree Preservation District), because of:
 - i. Having historical or ecological interest or significance, or
 - ii. Being dependent upon each other for health or survival, or
 - iii. Being considered an outstanding specimen of its species as to such factors as location, size, age, rarity, shape, or health.

Project Finding: The Valley Oak tree nominated for designation meets the size criteria for designation as heritage trees, as is required under Section 816-4.402 (Heritage Tree Definition) of the County Ordinance. The subject Valley Oak tree measures approximately 175 inches in circumference (approximately 55 inches in diameter) as measured 4 1/2 feet from grade, where the minimum is 72 inches in circumference. In addition to its significant size and aesthetic benefits, the nominated tree is a major component of the project site's history dating back to at least 1939, and it should be preserved to maintain property values. Therefore, staff finds that the nominated tree meets the requirements of a heritage tree.

II. CONDITIONS OF APPROVAL FOR COUNTY FILE #HT18-0001

1. **Heritage Tree Nomination** is granted for one (1) Valley Oak trees measuring 175-inches in circumference (approximately 55 inches in diameter).
2. This heritage tree nomination is granted based on the following documents:
 - A. Application received by the Department of Conservation and Development, Community Development Division (CDD) on June 28, 2018;

B. Site plan received by the CDD on July 27, 2018.

3. **Within thirty (30) days of the effective date of this approval**, the applicant shall provide evidence for review and approval of the CDD, indicating that the designated heritage trees have been appropriately marked so as to provide continuing notice to the public of their heritage tree status. The marking of the heritage trees shall be maintained for the life of the heritage tree designation.

Preservation

4. No person shall destroy or remove the designated heritage trees unless a permit has been obtained as required under Section 816-4.10 (Permits) of the County Ordinance.
5. When proposed future development or construction encroaches into the dripline or a radius of twelve feet from the trunk of any designated heritage tree, whichever is greater, special construction to allow the roots to breathe and obtain water and nutrients shall be required, as determined necessary by the CDD to minimize damage to such tree visible above ground level.
6. Excavation, cuts, fills or compaction of the existing ground surface within the dripline or a radius of twelve feet from the trunk of a designated heritage tree, whichever is greater, shall minimize such damage to the root system so as to result in the least damage to such tree. Permission from the CDD is required prior to backfilling.
7. Tree wells may be used where approved by the CDD.
8. The cost of required pruning or other treatment to compensate for root damage and/or cost of removal shall be at the expense of the involved developer and/or contractor, but may be shared by the owner. Such pruning as is done shall not cause permanent injury or destroy any designated heritage tree.
9. No person shall store or dump any oil, gas, or chemicals that may be harmful to trees, nor place heavy construction machinery or construction materials within the dripline of any designated heritage tree or within a radius of twelve feet from the trunk of such tree, whichever is greater.
10. Burning of any material within or near the dripline of any designated heritage tree shall not be done where such will injure the tree.

11. No person shall attach any wire (except as needed for support) or sign (other than approved tree identification signs) to any heritage tree where such wire or sign may damage such designated heritage tree.

Damage Notification

12. The contractor, developer, or owner, or any agent thereof shall notify the CDD without undue delay of any damage that occurs to any heritage tree during construction. The cost of repair of the damage or tree replacement shall be at the expense of the responsible party and the repair work done according to standards approved by the CDD.

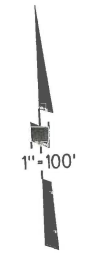
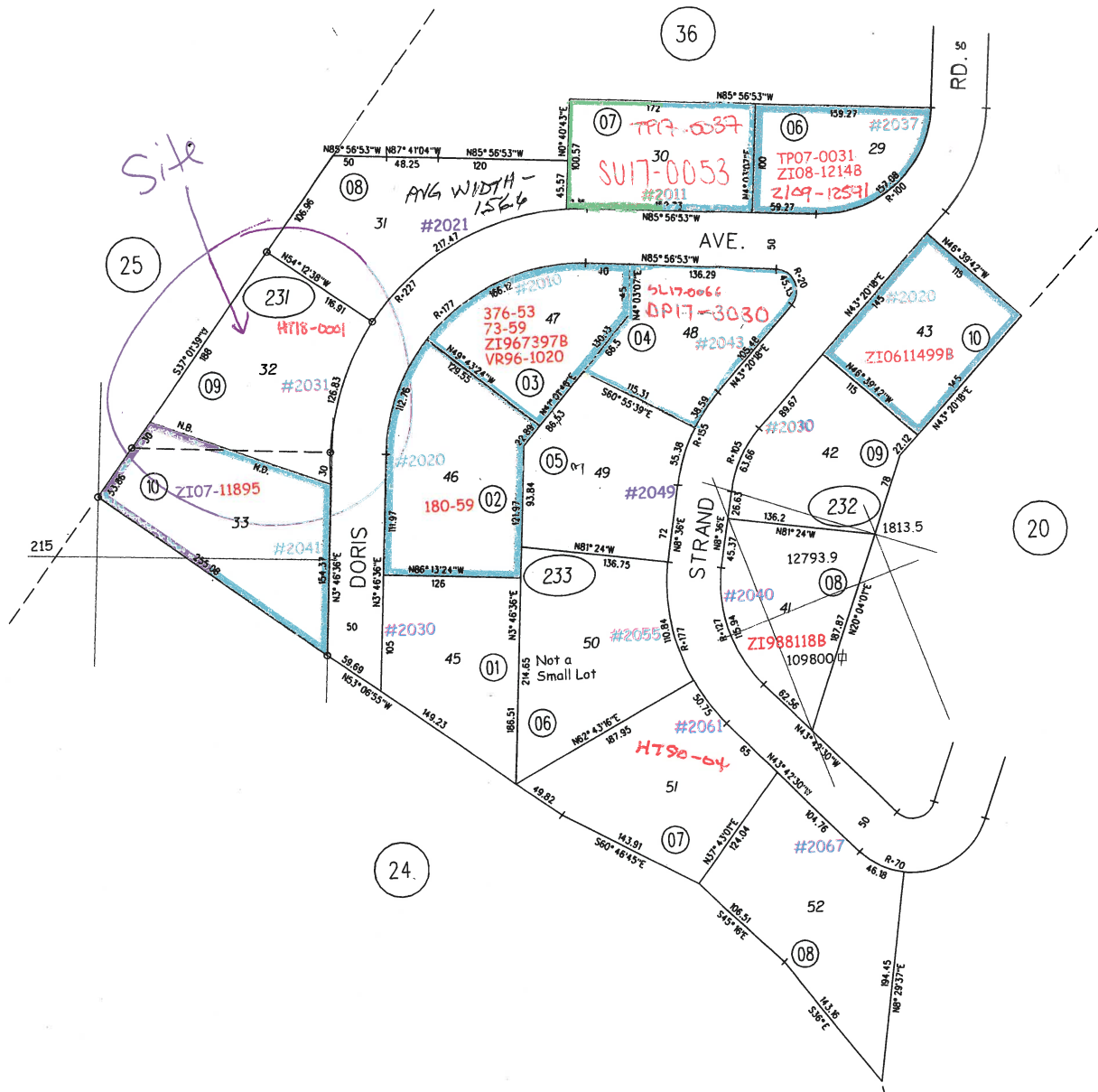
ADVISORY NOTES

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

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

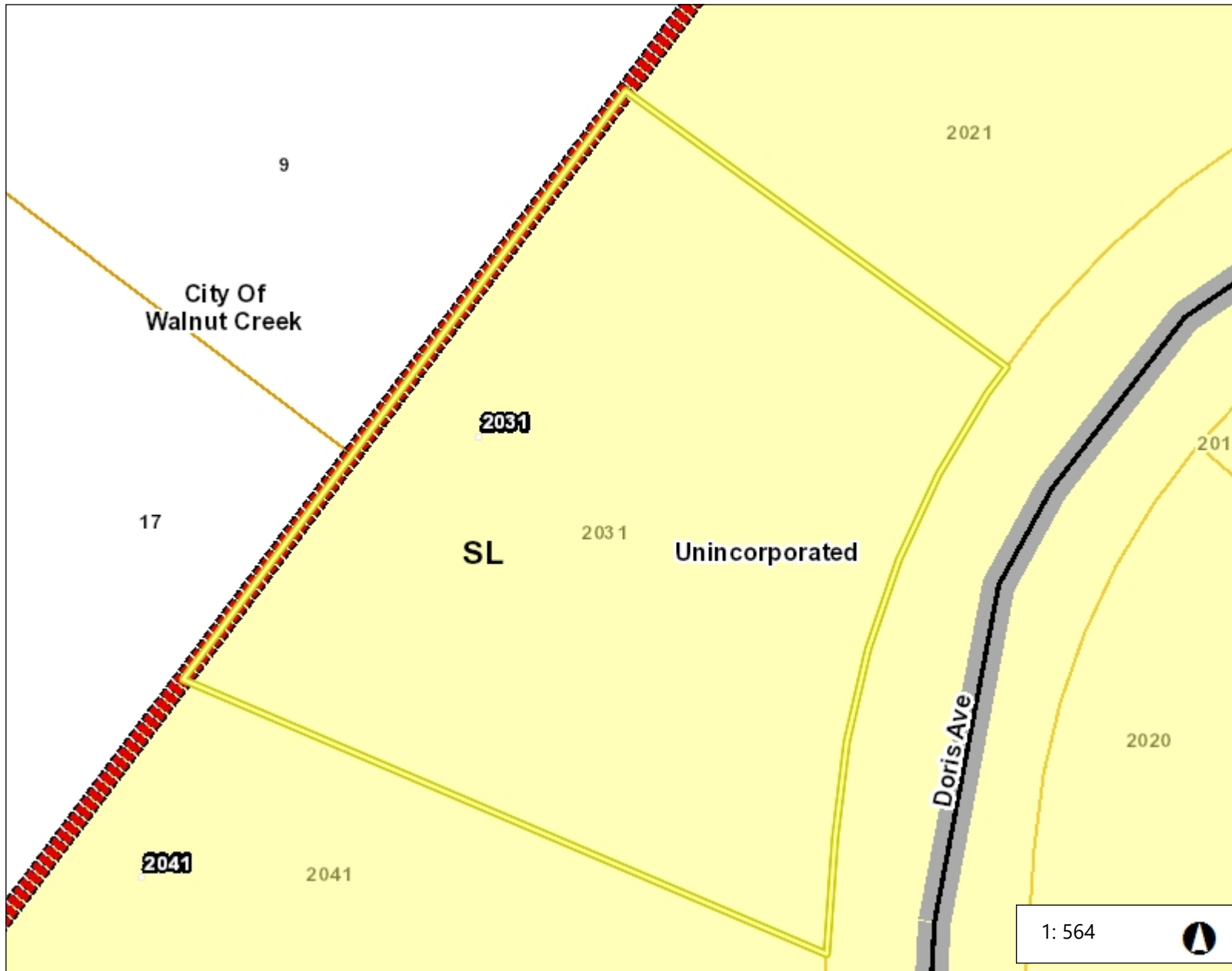
This notice is intended to advise the applicant that pursuant to Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations, and/or exactions required as part of this project approval. The opportunity to protest is limited to a 90-day period after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

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



- 231
- 232
- 233

General Plan: Single-Family Residential, Low Density



Legend

- City Limits
- Unincorporated
- Address Points
- Highways
- Highways Bay Area
- Streets
- General Plan**
- SV (Single Family Residential - Ver
- SL (Single Family Residential - Low
- SM (Single Family Residential - Me
- SH (Single Family Residential - Hig
- ML (Multiple Family Residential - Lc
- MM (Multiple Family Residential - Iv
- MH (Multiple Family Residential - H
- MV (Multiple Family Residential - V
- MS (Multiple Family Residential - V
- CC (Congregate Care/Senior Housi
- MO (Mobile Home)
- M-1 (Parker Avenue Mixed Use)
- M-2 (Downtown/Waterfront Rodeo I
- M-3 (Pleasant Hill BART Mixed Use
- M-4 (Willow Pass Road Mixed Use)
- M-5 (Willow Pass Road Commercia
- M-6 (Bay Point Residential Mixed U
- M-7 (Pittsburg/Bay Point BART Star
- M-8 (Douqherty Valley Villaae Cent

Notes

Contra Costa County -DOIT GIS

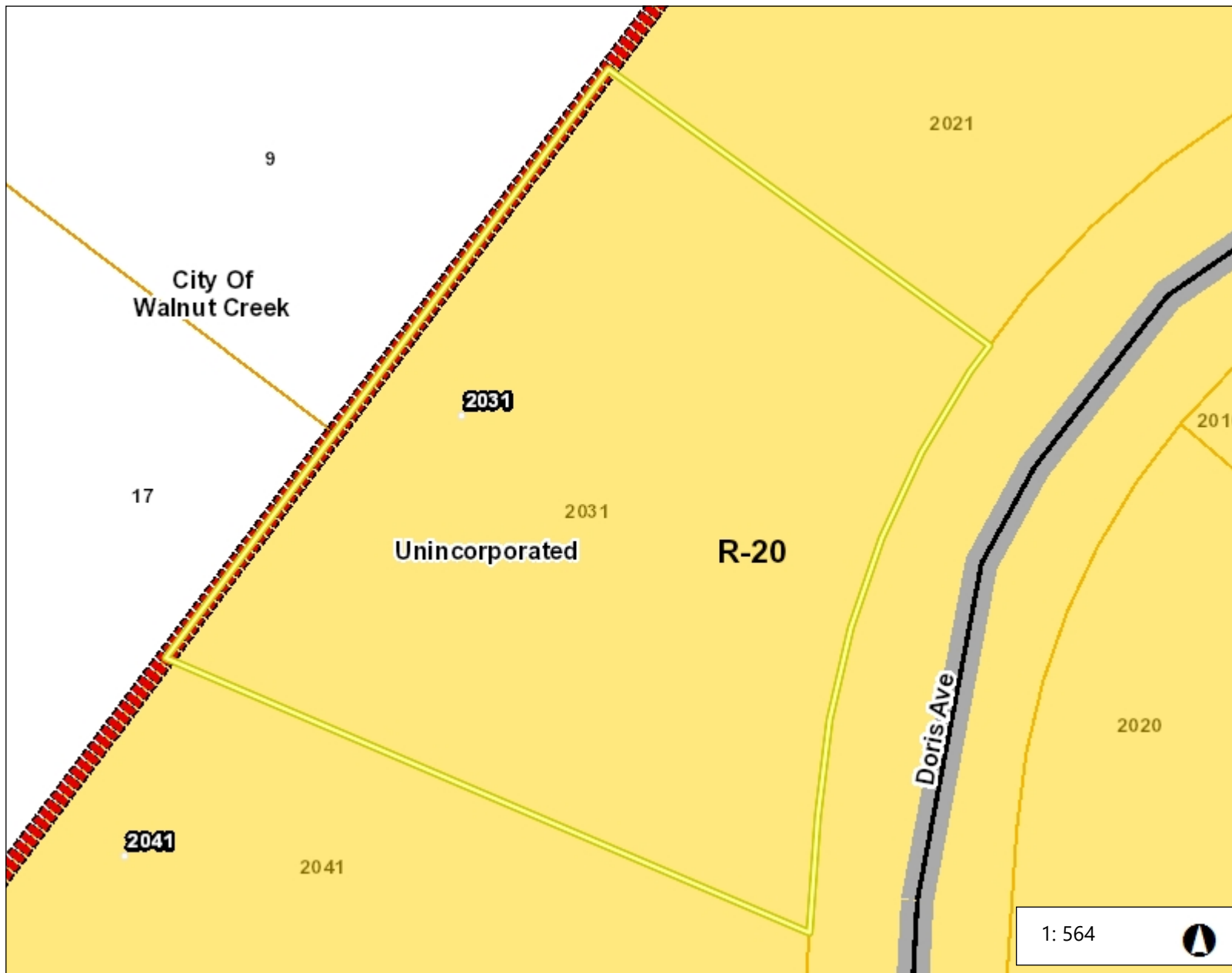
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WGS_1984_Web_Mercator_Auxiliary_Sphere

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Zoning: R-20



Legend

- City Limits
- Unincorporated
- Address Points
- Highways
- Highways Bay Area
- Streets
- Zoning
 - R-6 (Single Family Residential)
 - R-6 -FH (Single Family Residential Combining District)
 - R-6, -FH -UE (Single Family Resid Urban Farm Animal Exclusion Com
 - R-6 -SD-1 (Single Family Resident Hillside Development Combining Di
 - R-6 -TOV -K (Single Family Reside View Ordinance and Kensington Cc
 - R-6, -UE (Single Family Residential Exclusion Combining District)
 - R-6 -X (Single Family Residential - Combining District)
 - R-7 (Single Family Residential)
 - R-7 -X (Single Family Residential - Combining District)
 - R-10 (Single Family Residential)
 - R-10, -UE (Single Family Residential Exclusion Combining District)
 - R-12 (Single Family Residential)
 - R-15 (Single Family Residential)
 - R-20 (Single Family Residential)
 - R-20, -UE (Single Family Residenti Exclusion Combining District)

Notes

Contra Costa County -DOIT GIS

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WGS_1984_Web_Mercator_Auxiliary_Sphere

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Aerial Photo

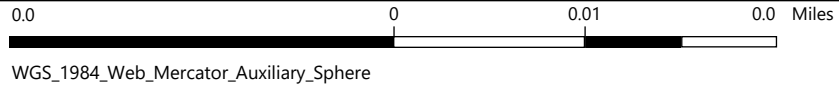


Legend

- City Limits
- Unincorporated
- Address Points
- Highways
- Highways Bay Area
- Streets
- Water Bodies
- County Boundary
- Bay Area Counties
- Assessor Parcels
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

Notes

Contra Costa County -DOIT GIS



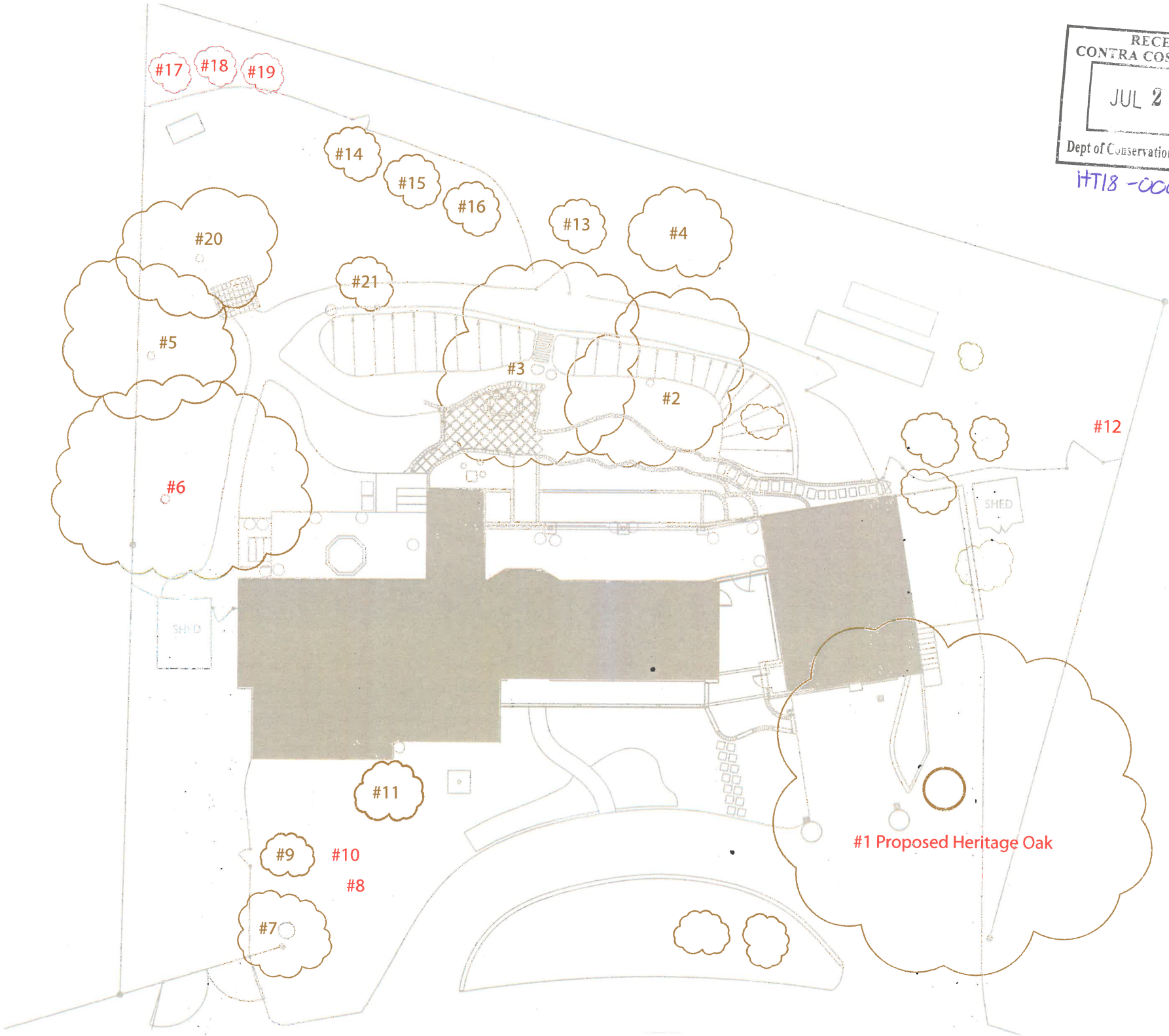
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



RECEIVED
CONTRA COSTA COUNTY
JUL 28 2018
Dept of Conservation & Development

HT18-0001





Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021

Subject: ACCEPT the 2020 Annual Report for the Iron Horse Corridor Management Program Advisory Committee. (District II and IV)

RECOMMENDATION(S):

ACCEPT the 2020 Annual Report for the Iron Horse Corridor Management Program Advisory Committee, as recommended by the Public Works Director, Alamo, Concord, Danville, Pleasant Hill, San Ramon and Walnut Creek areas. (District II & IV)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year. The attached report fulfills this requirement for the Iron Horse Corridor Advisory Committee.

CONSEQUENCE OF NEGATIVE ACTION:

The committee will not be in compliance with Resolution No. 2002/377.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Carl Roner (925)
313-2213

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Carrie Ricci- Duty, Slava Gospodchikov - Engineering Services, Carl Roner- Special Districts, Carl Roner- Special Districts

ATTACHMENTS

2020 Annual Report for the Iron Horse Corridor Management Program Advisory
Committee

Iron Horse Corridor Management Program Advisory Committee 2020 Annual Report

Advisory Body Name: Iron Horse Corridor (IHC) Management Program Advisory Committee

Advisory Body Meeting Time/Locations:

Committee meets quarterly 1st Monday at 4:30 p.m., Walnut Creek Library, or via Zoom.

Chair: Andrew Bryant

Staff Person: Carl J. Roner, Senior Civil Engineer

Reporting Period: January 2020 through December 2020

Activities

The Committee met two times between January 1, 2020, and December 31, 2020. The Committee reviewed on a number of potential corridor projects, and monitored the IHC Trust Fund financials.

Meeting and Working Session Attendance/Representation

Representing	Name	Attendance
District II At-Large	Nanazin Shakerin (newly appointed)	50% - 1 meeting
District IV At-Large	Andrew Bryant	50% - 1 meeting
Alamo	Anne Struthers	100% - 2 meetings
Concord	Dan Mackay	50% - 1 meeting
Danville	Stewart Proctor (completed term)	50% - 1 meeting
EBRPD	Dan Cunning	100% - 2 meetings
Pleasant Hill	Shana Holden	100% - 2 meetings
San Ramon	Sabina Zafar (newly appointed)	0% - 0 meetings
Walnut Creek	Lesley Hunt	100% - 2 meetings
CCTA	John Hoang	50% - 1 meeting

Work Program

Task 1: Review and comment on the Iron Horse Corridor Budget

The committee receives a quarterly update of Iron Horse Corridor Trust Fund revenues and expenditures. The committee will review the budget and make recommendations.

Task 2: Review and comment on Project Status Log

The committee receives a log of active projects in the Iron Horse Corridor and their status at quarterly advisory committee meetings. The committee will review the log and provide comments.

Iron Horse Corridor Advisory Committee 2020 Annual Report

Task 3: Miscellaneous Items

During 2020 the committee reviewed the following proposed items:

- AB 1025/change in transit designation.
- PG&E vegetation management program.
- Maintenance/update of Walden Green II.
- City of San Ramon Bollinger Canyon Road Overcrossing.
- Iron Horse Corridor Active Transportation Study.
- EBRPD E-Bike Pilot Program.

G:\transeng\Iron Horse Corridor\BOS Annual Reports\2020 Annual Report.docx



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 2, 2021

Subject: Contract #23-076-11 with John Muir Health, Walnut Creek Campus

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-076-11 with John Muir Health, Walnut Creek Campus, a non-profit corporation, for the County's designation of John Muir Medical Center as a Base Hospital for County's Emergency Medical Services (EMS) for the period from January 1, 2021 through December 31, 2023.

FISCAL IMPACT:

This is a nonfinancial agreement.

BACKGROUND:

This agreement designates John Muir Medical Centers as the EMS Base Hospital for Contra Costa County and sets the standards and requirements for Base Hospital personnel and Base Hospital activities.

A "Base Hospital" is a hospital designated by the County EMS Agency to direct the advanced life-support system and prehospital care system assigned to it. In the case of this agreement, the Base Hospital will provide destination and prehospital on-line decision-making support to paramedic units. The Base Hospital functions within the County EMS system to facilitate and expedite safe, high-quality, patient-centered care, 24 hours per day, 7 days per week, without interruption. Designating a Base Hospital meets the needs of the County's population by providing services to all patients transported in paramedic

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Marshall Bennett,
925-608-5454

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

units, without regard to the patient's destination.

On January 10, 2017, the Board of Supervisors approved Agreement #23-076-10 with John Muir Health, Walnut Creek Campus for the County's designation of John Muir Medical Center as a Base Hospital for County's EMS for the period from January 1, 2017 through December 31, 2020.

Approval of Agreement #23-076-11 will designate John Muir Medical Center as the Base Hospital for Contra Costa County through December 31, 2023. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of performance of this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's population will not receive services to patients transported in paramedic units, without regard to the patient's destination.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Office of the Sheriff
Date: February 2, 2021

Subject: Accept the Fiscal Year 2019-2020 Inmate Welfare Fund Expenditure Report

RECOMMENDATION(S):

ACCEPT the report prepared by the Office of the Sheriff in accordance with Penal Code Section 4025(e) representing an accounting of all Inmate Welfare Fund receipts and disbursements for Fiscal Year 2019/2020.

FISCAL IMPACT:

None. This is an informational report.

BACKGROUND:

Penal Code Section 4025(e) states that money and property deposited in the Inmate Welfare Fund shall be expended by the Office of the Sheriff-Coroner primarily for the benefit, education, and welfare of the inmates confined within the jail. Any funds that are not needed for the welfare of inmates may be expended for the maintenance of county jail facilities. Maintenance of county jail facilities may include, but is not limited to, the salary and benefits of personnel used in the programs to benefit the inmates, education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the Sheriff. An itemized report of these expenditures shall be submitted annually to the Board of Supervisors.

This fund received

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Heike Anderson, (925)
655-0023

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Heike Anderson, Alycia Rubio, Paul Reyes

BACKGROUND: (CONT'D)

the majority of its revenues from inmate telephone commissions and commissary sales. The Director of Inmate Services, working with the public members of the Inmate Welfare Committee, manages the delivery of professional services, establishes an annual budget and oversees expenditures for the Sheriff.

The Inmate Welfare Fund continues to provide valuable professional, educational, and recreational services to persons in custody at the Martinez Detention Facility, West County Detention Facility, and the Marsh Creek Detention Facility.

CONSEQUENCE OF NEGATIVE ACTION:

The County will be out of compliance with Penal Code section 4025(e).

ATTACHMENTS

IWF FY 19-20

Inmate Welfare Fund
Statement of Receipts, Disbursements, and Fund Balance
Fiscal Year Ended June 30, 2020

Receipts:

GTL Telephone Commissions	\$361,757	
Canteen Commissions	767,234	
WCDF Inmate Industries	21,766	
WCDF Frame Shop	4,616	
Investment Interest	<u>16,830</u>	
 Total Receipts		 \$1,172,203

Disbursements:

Entertainment		
Public Performance License & Movie Rental	<u>\$ 2,559</u>	
Sub-Total		\$ 2,559
General Expenditures		
Inmate Furniture	\$307,820	
Maintenance/Equipment Lease	10,835	
	1,865 (AB-109 Funded)	
Inmate Refreshment/Rewards	13,299	
Personal Care/Hygiene	10,340	
Furniture/Upholstery Repair	1,858	
BART/Bus Tickets	73,000 (AB-109 Funded)	
Telerus (Inmate information line)	36,000	
Other Svc/GSD, labor	2,867	
Entertainment (TV, Board Games, Etc.)	<u>27,909</u>	
Sub-Total		\$485,793
Education and Welfare		
Bay Area Chaplains Contractual Services	\$162,031	
Office of Education Contractual Services	587	
	649,573 (AB-109 Funded)	
Library Program	265,355	
Inmate Legal Services	25,557	
MCDF Landscape Program	40,557	
WCDF Inmate Industries	125,460	
	59,372 (AB-109 Funded)	
WCDF Frame Shop Program	<u>32,212</u>	
Sub-Total		\$1,360,704

Other		
Staff Salaries/Benefits	\$360,416	
Staff Travel Expenses	0	
Communication	166	
Office Supplies	<u>1,341</u>	
Sub-Total		\$ 361,923

Total Disbursements, IWF & AB109

783,811 (AB-109)
1,427,168 (IWF)
\$2,210,979

Receipts less Disbursements (IWF Only)

-\$ 254,965

Cash & Investments

\$3,045,188

Total

\$2,790,224

Closing Date 12-31-2020



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 2, 2021

Subject: ACCEPT the November 2020 Operations Update of the Employment and Human Services Department, Community Services Bureau

RECOMMENDATION(S):

ACCEPT the November 2020 Operations Update of the Employment and Human Services Department, Community Services Bureau as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to insure communication and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and the Community Services Bureau.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Elaine Burres
608-4960

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

CSB Nov 2020 CAO Report

CSB Nov 2020 HS Financial Report

CSB Nov 2020 EHS Financial Report

CSB Nov 2020 EHS CC Partnership 1 and 2 Financial Report

CSB Nov 2020 CACFP Nutrition

CSB Nov 2020 Credit Card Report

CSB Nov 2020 LIHEAP

CSB Nov 2020 Children's Menu



To: David Twa, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Community Services Monthly Report
Date: November 2020

News /Accomplishments

- On Monday, November 16th Community Services Bureau (CSB) received the annual Monitoring Desk Audit report of the Community Services Block Grant program from The Department of Community Services and Development (CSD). The desk audit consisted of reviewing administrative, programmatic, and fiscal documents of the program and contract 20F-3007 and CARES contract 20F-3646. The desk audit concluded with no findings and instead highlighted the enhancements being made to programs that focus on nutrition, housing and health, and legal aid services for residents facing possible eviction.
- During the week of November 9, 2020, CSB received a Desk Review from Community Services and Development (CSD) for the Low Income Home Energy Program (LIHEAP) and Department of Energy (DOE) contracts. The Desk Review consists of verification of processes and activities such as, administrative policy review, client file verification, fiscal review, etc. CSD Field Representative will be identifying any potential recommendations, observations and/or findings throughout the week and will include it on the final monitoring report. Only findings will result in CSB creating a corrective action plan. At this time, no issues have been reported to CSB.
- On Wednesday, November 18, 2020, the Education Team hosted an early closure training for Site Supervisors and teaching teams on race and ethnic equity. The training was adapted from the Office of Head Start’s webinar on Advancing Racial and Ethnic Equity in Head Start. The training provided staff with anti-bias and anti-racism strategies that our program can use in daily practices, services, and systems. Key ideas presented in the training were supporting anti-bias teaching and promoting inclusive learning environments in our classrooms.
- CSB was recognized by the California State Association of Counties (CSAC) for the Merit Award under the Government Finance, Administration & Technology section for its use of technology to enhance communication with families during COVID-19. CSB was amongst 363 programs that was honored this year. This is the second Merit Award that CSB has received for CLOUDS. A big thank you to Sung Kim and the entire CSB staff for contributing to this award.
- CSB is so pleased to have been accepted to participate in the UCLA Health Care Institutes “Strategies to Promote Wellness for Head Start Staff Through a Trauma Informed Lens” training. One of the first steps to incorporating a trauma-informed approach into our program is to recognize the signs and symptoms of trauma. We are thrilled to be able to send staff to this much-needed virtual training and look forward to learning more to be able to better support our children and families.


1470 Civic Court,
Suite 200
Concord, CA
94520


P: 925 681 6300
F: 925 313 8301


www.cccounty.us/ehsd



- All partners were trained on *Using the Home as Learning Environment* to support parents on distance learning and they are all engaged and committed to making educational and social gains with their children and families as we navigate this pandemic.
- The partner team is actively engaged in project planning to focus this year's Family Child Care Provider Refresher Training on services in a pandemic in addition to updates on requirements in all service areas.
- Parents are receiving resources via email on Tuesdays and Thursdays, to link them with community resources, and provide dental, nutrition, and parenting tips.
- Childcare providers that provided services in July 2020 through the voucher programs (CalWORKs Stage 2 and Alternative Payment Program) for CSB children, will receive a one-time stipend. The flat-rate stipend amount for all childcare providers is based on the number of subsidized children enrolled in the month of July 2020.

I. Status Updates:

a. Caseloads, workload (all programs)

- Head Start enrollment: 54.94%
- Early Head Start enrollment: 82.64%
- Early Head Start Child Care Partnership # 2 enrollment: 66.03%
- Head Start Average Daily Attendance: 83.0%
- Early Head Start Average Daily Attendance: 84.87%
- Early Head Start Child Care Partnership (CCP) 2 Attendance: 85.30%
- Stage 2: 545 children
- CAPP: 413 children
 - In total: 958 children
 - Incoming transfers from Stage 1: 21 children
- LIHEAP: 94 households have been assisted
- CARES LIHEAP: 257 households served
- Weatherization: 5 households served

b. Staffing:

- The Department continues to work with the CAO on clearing essential positions to be filled permanently or by TU during the freeze. Key management, administrative and support positions remain vacant as we work through the process with support from Personnel and HR.

c. Union

- There are no union updates to report.

II. Emerging Issues and Hot Topics:

- There are no emerging issues and hot topics to report.

cc: Policy Council Chair
Administration for Children and Families
Program Specialist, Chris Pflaumer

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2020

AS OF OCTOBER 2020

DESCRIPTION	OCTOBER YTD Actual	Total Budget	Remaining Budget	83% %YTD
a. PERSONNEL	\$ 3,281,540	\$ 4,812,171	\$ 1,530,631	68%
b. FRINGE BENEFITS	2,088,680	2,978,208	889,528	70%
c. TRAVEL	-	28,742	28,742	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	139,082	634,000	494,918	22%
f. CONTRACTUAL	2,572,199	3,600,996	1,028,797	71%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	2,539,712	5,750,452	3,210,740	44%
I. TOTAL DIRECT CHARGES	\$ 10,621,214	\$ 17,804,569	\$ 7,183,356	60%
j. INDIRECT COSTS	342,642	990,786	648,144	35%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 10,963,855	\$ 18,795,355	\$ 7,831,500	58%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 2,960,373</i>	<i>\$ 4,228,594</i>	<i>\$ 1,268,221</i>	<i>70%</i>

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

EARLY HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2020

AS OF OCTOBER 2020

1	2	3	4	5	6
	Actual Oct-20	Total YTD Actual	Total Budget	Remaining Budget	83% % YTD
a. Salaries & Wages (Object Class 6a)					
Permanent 1011	25,098	375,490	419,962	44,472	89%
Temporary 1013	-	392	1,107	715	35%
a. PERSONNEL (Object class 6a)	25,098	375,882	421,069	45,187	89%
b. FRINGE (Object Class 6b)	18,747	240,464	234,303	(6,161)	103%
c. Travel (Object Class 6c)					
1. Out-of-Town Travel	-	-	2,000	2,000	-
c. TRAVEL (Object Class 6c)	-	-	2,000	2,000	-
e. SUPPLIES (Object Class 6e)					
1. Office Supplies	30	465	5,500	5,035	8%
2. Child and Family Services Supplies (Includes classroom Supplies)	-	645	10,000	9,355	6%
4. Other Supplies					
Computer Supplies, Software Upgrades, Computer Replacemer	-	7,776	9,000	1,224	86%
Health/Safety Supplies	-	-	200	200	0%
Miscellaneous Supplies	-	472	700	228	67%
Household Supplies	-	182	2,200	2,018	8%
Employee Health and Welfare costs (formerly Employee morale	-	-	200	200	0%
TOTAL SUPPLIES (6e)	30	9,541	27,800	18,259	34%
f. CONTRACTUAL (Object Class 6f)					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	-	88	1,000	912	9%
2. Health/Disabilities Services					
Health Consultant	640	11,240	7,800	(3,440)	144%
5. Training & Technical Assistance - PA11					
Interaction	-	-	1,500	1,500	0%
Diane Godard (\$50,000/2)	-	9,188	10,500	1,313	88%
Josephine Lee (\$35,000/2)	-	4,093	5,000	908	82%
Susan Cooke (\$60,000/2)	-	900	5,500	4,600	16%
8. Other Contracts					
First Baptist/Fairgrounds and Lone Tree	13,390	71,970	115,140	43,170	63%
First Baptist/East Leland and Kids Castle	15,450	99,280	181,800	82,520	55%
Aspiranet	-	488,840	812,040	323,200	60%
Crossroads	-	83,325	155,540	72,215	54%
KinderCare	-	39,895	96,960	57,065	41%
Martinez ECC	-	43,935	96,960	53,025	45%
YMCA of the East Bay	-	79,992	191,156	111,164	42%
Child Outcome Planning and Administration (CLOUD/Nulinx)	-	-	1,000	1,000	0%
f. CONTRACTUAL (Object Class 6f)	29,480	932,745	1,681,896	749,151	55%
h. OTHER (Object Class 6h)					
2. Bldg Occupancy Costs/Rents & Leases	152	2,314	3,200	886	72%
4. Utilities, Telephone	45	1,851	3,600	1,749	51%
6. Bldg. Maintenance/Repair and Other Occupancy	311	1,626	4,600	2,974	35%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	-	317	3,100	2,783	10%
9. Nutrition Services					
Child Nutrition Costs	-	-	300	300	0%
13. Parent Services					
Parent Conference Registration - PA11	-	-	4,000	4,000	0%
PC Orientation, Trainings, Materials & Translation - PA11	-	-	4,000	4,000	0%
Policy Council Activities	-	-	800	800	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	31	2,000	1,969	2%
Child Care/Mileage Reimbursement	-	106	800	694	13%
14. Accounting & Legal Services					
Auditor Controllers	-	-	500	500	0%
Data Processing/Other Services & Supplies	-	2,540	4,500	1,960	56%
Recruitment Advertising (Newspaper, Brochures)	-	-	100	100	0%
16. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC,	-	-	2,500	2,500	0%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	-	12,327	47,944	35,617	26%
17. Other					
Site Security Guards	-	13	500	487	3%
Vehicle Operating/Maintenance & Repair	611	2,478	9,000	6,522	28%
Equipment Maintenance Repair & Rental	-	2,955	4,000	1,045	74%
Dept. of Health and Human Services-data Base (CORD)	-	-	1,000	1,000	0%
Other Operating Expenses (Facs Admin/Other admin)	-	92,687	312,000	219,313	30%
COVID Expenditures	-	8,185	273,309	265,124	3%
Other Departmental Expenses	-	322,987	1,015,043	692,056	32%
h. OTHER (6h)	1,119	450,416	1,696,796	1,246,380	27%
i. TOTAL DIRECT CHARGES (6a-6h)	74,475	2,009,047	4,063,864	2,054,817	49%
j. INDIRECT COSTS	-	23,982	86,579	62,597	28%
k. TOTALS (ALL BUDGET CATEGORIES)	74,475	2,033,029	4,150,443	2,117,414	49%
Non-Federal Share (In-kind)	18,619	584,389	922,786	338,397	63%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

EARLY HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2020

AS OF OCTOBER 2020

DESCRIPTION	OCTOBER YTD Actual	Total Budget	Remaining Budget	83% %YTD
a. PERSONNEL	\$ 375,882	\$ 421,069	\$ 45,187	89%
b. FRINGE BENEFITS	240,464	234,303	(6,161)	103%
c. TRAVEL	-	2,000	2,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	9,541	27,800	18,259	34%
f. CONTRACTUAL	932,745	1,681,896	749,151	55%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	450,416	1,696,796	1,246,380	27%
I. TOTAL DIRECT CHARGES	\$ 2,009,047	\$ 4,063,864	\$ 2,054,817	49%
j. INDIRECT COSTS	23,982	86,579	62,597	28%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 2,033,029	\$ 4,150,443	\$ 2,117,414	49%
<i>In-Kind (Non-Federal Share)</i>	\$ 584,389	\$ 922,786	\$ 338,397	63%

CONTRA COSTA COUNTY - EHSD COMMUNITY SERVICES BUREAU

EARLY HEAD START - CHILDCARE PARTNERSHIP PROGRAM

BUDGET PERIOD: SEPTEMBER 01, 2020 THROUGH AUGUST 31, 2021

AS OF OCTOBER 2020

DESCRIPTION	OCTOBER YTD Actual	Total Budget	Remaining Budget	17% % YTD
a. PERSONNEL	211,421	1,044,684	833,263	20%
b. FRINGE BENEFITS	130,962	676,672	545,710	19%
c. TRAVEL	-	7,000	7,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	550	27,000	26,450	2%
f. CONTRACTUAL	3,150	1,181,455	1,178,305	0%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	12,635	1,918,123	1,905,488	1%
I. TOTAL DIRECT CHARGES	358,719	4,854,934	4,496,215	0%
j. INDIRECT COSTS	-	175,440	175,440	0%
k. TOTAL-ALL BUDGET CATEGORIES	358,719	5,030,374	4,671,655	0%

Note: Administration for Children and Families (ACF) approved the non-federal share waiver request for this budget year [Head Start Act Section 640.(b)(4)]. The non-federal share requirement is now \$0 at 0%.

CONTRA COSTA COUNTY - EHS COMMUNITY SERVICES BUREAU
EARLY HEAD START - CHILDCARE PARTNERSHIP PROGRAM
BUDGET PERIOD: SEPTEMBER 01, 2020 THROUGH AUGUST 31, 2021
AS OF OCTOBER 2020

1	2	3	4	5	6
	Actual Oct-20	Total YTD Actual	Total Budget	Remaining Budget	17% YTD Percentage
Expenditures					
a. PERSONNEL (Object Class 6a)					
Permanent	103,328.81	209,364	917,589	708,225	23%
Temporary	1,327.34	2,057	127,095	125,038	2%
TOTAL PERSONNEL (Object Class 6a)	104,656.15	211,421	1,044,684	833,263	20%
b. FRINGE BENEFITS (Object Class 6b)					
Fringe Benefits	65,215.51	130,962	676,672	545,710	19%
TOTAL FRINGE BENEFITS (Object Class 6b)	65,215.51	130,962	676,672	545,710	19%
c. TRAVEL (Object Class 6c)					
1. Staff Out-Of-Town Travel (Training and Technical A	-	-	7,000	7,000	0%
TOTAL TRAVEL (Object Class 6c)	-	-	7,000	7,000	0%
e. SUPPLIES (Object Class 6e)					
1. Office Supplies	88.98	255	4,500	4,245	6%
2. Child and Family Services Supplies	295.53	296	8,000	7,704	4%
3. Other Supplies	-	-	-	-	-
Computer Supplies, Software Upgrades, Replacements, e	-	-	4,500	4,500	0%
Miscellaneous Supplies	-	-	5,000	5,000	0%
Household Supplies	-	-	5,000	5,000	0%
TOTAL SUPPLIES (Object Class 6e)	384.51	550	27,000	26,450	2%
f. CONTRACTUAL (Object Class 6f)					
1. Adm Svcs (e.g., Legal, Accounting, Temp Help)	-	-	1,000	1,000	0%
2. Training and Technical Assistance	-	-	-	-	-
Judy Ann Ventling [Health Services] (Training and Tech	-	-	20,000	20,000	0%
nical Assistance)	-	-	-	-	-
Josephine Lee (Training and Technical Assistance)	-	-	18,400	18,400	0%
Crystal McClendon [Consultation Services] (Training and	-	-	7,000	7,000	0%
Technical Assistance)	-	-	-	-	-
Susan Rodgers [FDC Classes] (Training and Technical	-	-	7,000	7,000	0%
Assistance)	-	-	-	-	-
Ayannakal Nalo [Reflective Supervision Workshops] (Trai	2,100.00	2,100	7,000	4,900	30%
ning and Technical Assistance)	-	-	-	-	-
Maria St. John [Reflective Supervision Consultation] (Tra	1,050.00	1,050	7,000	5,950	15%
ining and Technical Assistance)	-	-	-	-	-
Robert Huffman [Leadership Workshops] (Training and T	-	-	7,000	7,000	0%
echnical Assistance)	-	-	-	-	-
Interaction Associates, Inc. [Leadership Workshops] (Trai	-	-	7,000	7,000	0%
ning and Technical Assistance)	-	-	-	-	-
3. Other Contracts	-	-	-	-	-
Childcare Services: Aspiranet [15 slots @ \$515 for 12	-	-	92,718	92,718	0%
Childcare Services: COCOKids [52 slots @ \$515 for 1	-	-	321,422	321,422	0%
Childcare Services: COCOKids [Loss of Subsidy]	-	-	3,000	3,000	0%
Childcare Services: COCOKids [Diapers, Formula, Wipr	-	-	18,260	18,260	0%
Childcare Services: COCOKids [Emergency Health/Safe	-	-	10,000	10,000	0%
Childcare Services: COCOKids [Professional Developm	-	-	10,000	10,000	0%
Childcare Services: First Baptist Church [24 slots @ \$	-	-	148,349	148,349	0%
Childcare Services: KinderCare [32 slots @ \$515 for 1	-	-	197,798	197,798	0%
Childcare Services: TinyToes Preschool [8 slots @ \$5	-	-	49,450	49,450	0%
Childcare Services: YMCA [32 slots @ \$630 for 12 m	-	-	242,058	242,058	0%
One Solution Technology [Software License, Data Mgr	-	-	7,000	7,000	0%
TOTAL CONTRACTUAL (Object Class 6f)	3,150.00	3,150	1,181,455	1,178,305	0%
h. OTHER (Object Class 6h)					
1. Rent	1,403.58	2,476	12,860	10,384	19%
2. Utilities/Telephone	117.00	117	7,600	7,483	2%
3. Building Maintenance/Repair and Other Occupancy	188.33	188	5,940	5,752	3%
4. Local Travel (57.5 cents per mile effective 1/1/2020	-	-	4,000	4,000	0%
5. Parent Services	-	-	-	-	-
Parent Activities, Policy Council, and Appreciation (Site	-	-	1,000	1,000	0%
6. Accounting and Legal Services	-	-	-	-	-
Auditor Controllers	-	-	500	500	0%
Data Processing	-	-	3,700	3,700	0%
7. Training or Staff Development	-	-	-	-	-
Agency Memberships (WIPLI, Meeting Fees, NHSA, N.	-	-	500	500	0%
Staff Trainings/Dev. Conf. Registrations/Memberships -	-	-	13,361	13,361	0%
8. Other	-	-	-	-	-
Collaboration with Child Development Program	-	-	1,763,662	1,763,662	0%
Vehicle Operating/Maintenance & Repair	1,056.31	1,056	8,000	6,944	13%
Equipment Maintenance Repair and Rental	36.27	4,297	2,000	(2,297)	215%
Other Operating Expenses (CSD Admin, Fac Mgmt All	4,418.14	4,502	95,000	90,498	5%
TOTAL OTHER (Object Class 6h)	7,219.63	12,635	1,918,123	1,905,488	1%
i. TOTAL DIRECT CHARGES (Sum of Line 6a-6h)					
j. INDIRECT COSTS (19% of Salaries only)	-	-	175,440	175,440	0%
k. TOTAL FEDERAL (ALL BUDGET CATEGORIES)	180,625.80	358,719	5,030,374	4,671,655	7%

Note: Administration for Children and Families (ACF) approved the non-federal share waiver request for this budget year [Head Start Act Section 640.(b)(4)]. The non-federal share requirement is now \$0 at 0%.

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
 COMMUNITY SERVICES BUREAU
 CHILD NUTRITION FOOD SERVICES
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
 FY 2020-2021

Month covered	2020 OCTOBER
Approved sites operated this month	13
Number of days meals served this month	22
Average daily participation	196
Child Care Center Meals Served:	
Breakfast	3,580
Lunch	4,319
Supplements	2,950
Total Number of Meals Served	<u>10,849</u>
Claim Reimbursement Total	<u>\$25,927</u>

**COMMUNITY SERVICES BUREAU
SUMMARY CREDIT CARD EXPENDITURE
OCTOBER 2020**

Stat. Date	Amount	Program	Purpose/Description
10/22/20	51.53	EHS-Child Care Partnership #2	Office Exp
10/22/20	103.04	HS CARES COVID-19	Office Exp
10/22/20	76.78	HS CARES COVID-19	Office Exp
	231.35		
10/22/20	1,474.81	HS CARES COVID-19	Books, Periodicals
10/22/20	(485.86)	HS CARES COVID-19	Books, Periodicals
	988.95		
10/22/20	140.29	HS CARES COVID-19	Minor Furniture/Equipment
10/22/20	2,677.56	HS CARES COVID-19	Minor Furniture/Equipment
10/22/20	246.50	Indirect Admin Costs	Minor Furniture/Equipment
	3,064.35		
10/22/20	194.66	HS Basic Grant	Memberships
	194.66		
10/22/20	199.00	HS Basic Grant	Training & Registration
10/22/20	125.00	HS Basic Grant	Training & Registration
	324.00		
10/22/20	(157.23)	HS CARES COVID-19	Educational Supplies
10/22/20	1,543.92	HS CARES COVID-19	Educational Supplies
	1,386.69		
TOTAL	6,190.00		

**CAO Monthly Report
 Low-Income Home Energy Assistance
 Year-to-Date Expenditures
 As of October 31, 2020**

1. 2020 LIHEAP WX

Contract # 20B-2005
 Term: Oct. 1, 2019 - June 30, 2021
 Amount: WX \$ 1,280,226

Total Contract	\$ 1,280,226
Expenditures	(1,011,676)
Balance	<u>\$ 268,550</u>
Expended	79%

2. 2020 LIHEAP EHA-16

Contract # 20B-2005
 Term: Oct. 1, 2019 - June 30, 2021
 Amount: EHA-16 \$ 1,132,577

Total Contract	\$ 1,132,577
Expenditures	(738,487)
Balance	<u>\$ 394,090</u>
Expended	65%

3. 2020 LIHEAP CARES ACT (WX)

Contract # 20U-2554
 Term: Jul. 1, 2020 - Apr. 30, 2021
 Amount: \$ 117,272

Total Contract	\$ 117,272
Expenditures	-
Balance	<u>\$ 117,272</u>
Expended	0%



4. 2020 LIHEAP CARES ACT EHA-16

Contract # 20U-2554
 Term: Jul. 1, 2020 - Apr. 30, 2021
 Amount: EHA-16 \$ 337,634

Total Contract	\$ 337,634
Expenditures	(19,614)
Balance	<u>\$ 318,020</u>
Expended	6%

Note: EHA-16 is a term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

November 2020 - COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>2</p> <p>BREAKFAST</p> <p>1 ea. Fresh Apple ¾ c. Corn Chex Cereal</p> <p>LUNCH</p> <p>1 ea. MEXICAN PIZZA (refried beans, tomato paste, chunky salsa) ½ oz. Shredded Mozzarella Cheese ¼ c. Roasted Carrots 1 ea. Fresh Kiwi 1 ea. + Whole Wheat Tortilla</p> <p>PM SNACK</p> <p>1 pkg. Animal Crackers ½ c. 1% Milk</p>	<p>3</p> <p>BREAKFAST</p> <p>1 ea. Fresh Orange ½ sl. + Whole Wheat Cinnamon & Raisin Bread 1 ea. Turkey Sausage</p> <p>LUNCH</p> <p>1 oz. TURKEY TACOS ½ oz. Queso Fresco ¼ c. Shredded Lettuce ½ c. Tomatoes ¼ c. Mango Chunks 2 ea. + Mini Corn Tortillas</p> <p>PM SNACK</p> <p>½ c. Cucumber Slices & Carrot Sticks ½ c. Cottage Cheese Ranch Dip</p>	<p>4</p> <p>BREAKFAST</p> <p>1 ea. Fresh Banana ¾ c. Kix Cereal</p> <p>LUNCH</p> <p>¾ c. PUMPKIN MOLE (pumpkin puree, mole paste, chicken legs) ¼ c. Broccoli Florets/Ranch Dressing ½ ea. Fresh Pear ¼ c. + Spanish Rice</p> <p>PM SNACK</p> <p>1 pkg. Cheese Crackers ½ c. 1% Milk</p>	<p>5</p> <p>BREAKFAST</p> <p>1 ea. Fresh Orange ¾ c. Rice Chex Cereal</p> <p>LUNCH</p> <p>½ c. JERK CHICKEN (garlic, coriander, paprika, cinnamon) ¼ c. Roasted Rainbow Baby Carrots ¼ c. Fresh Pineapple Salad ½ ea. + Pita Bread</p> <p>PM SNACK</p> <p>c. Lets Go Fishing Trail Mix (corn chex, pretzels, fish & cheese crackers) ½ c. 1% Milk</p>	<p>6</p> <p>BREAKFAST</p> <p>1 ea. Fresh Banana ½ ea. + Whole Wheat Bagel/Cream Cheese</p> <p>LUNCH</p> <p>1 serv. CHICKEN CHILAQUILES WITH + CORN TORTILLA CHIPS ¼ c. Garlic Roasted Hericover ½ ea. Fresh Smitten Apple</p> <p>PM SNACK</p> <p>½ c. Tropical Fruit Salad 1 pkg. Graham Crackers</p>
<p>9</p> <p>BREAKFAST</p> <p>1 ea. Fresh Apple ½ c. Bran Cereal</p> <p>LUNCH</p> <p>½ c. BLACK BEAN CHILI (black beans, pinto beans, garlic, onions, paprika, chili powder, tomato, tomato paste) ½ oz. Shredded Cheese ¼ c. Roasted Butternut Squash 1 ea. Fresh Kiwi 5 ea. + Corn Tortilla Chips</p> <p>PM SNACK</p> <p>1 pkg. Graham Crackers ½ c. 1% Milk</p>	<p>10</p> <p>BREAKFAST</p> <p>1 ea. Fresh Banana ¾ c. Kix Cereal</p> <p>LUNCH</p> <p>1 ½ oz. CHICKEN FAJITAS (bell peppers & onions) ¼ c. Roasted Broccoli 1 ea. Fresh Persimmon 1 ea. + Whole Wheat Tortilla</p> <p>PM SNACK</p> <p>¾ c. Friends Trail Mix (kix, cheerios, corn chex, raisins, pretzels, & dried apricots) ½ c. 1% Milk</p>	<p>11</p> 	<p>12</p> <p>BREAKFAST</p> <p>1 ea. Fresh Orange ½ ea. + English Muffin/Cream Cheese & Strawberries</p> <p>LUNCH</p> <p>1 c. TOMATO BISQUE (diced tofu) ½ ea. + Grilled Cheese Sandwich ¼ c. Roasted Brussel Sprouts 1 sl. Fresh Cantaloupe</p> <p>PM SNACK</p> <p>Fruity Sunbutter Pitas 1 tbsp. Sunbutter ½ ea. Fresh Banana & ½ ea. Fresh Opal Apple ½ ea. Pita Bread</p>	<p>13</p> <p>BREAKFAST</p> <p>½ c. Mango Chunks 1 sq. + A – Z Bread</p> <p>LUNCH</p> <p>1 ea. ROASTED & SMOKED TURKEY LEG ¼ c. Roasted Zucchini ½ ea. Fresh Pink Lady Apple ½ ea. + Whole Wheat Tortilla</p> <p>PM SNACK</p> <p>½ c. Cottage Cheese ½ c. Fresh Pineapple Slices</p>
<p>16</p> <p>BREAKFAST</p> <p>1 ea. Fresh Orange ¾ c. Rice Chex Cereal</p> <p>LUNCH</p> <p>½ c. BLACK BEAN SOUP (black beans, onion, garlic, tomato diced) ½ ea. + Grilled Cheese Sandwich ¼ c. Steamed Spinach ½ ea. Fresh Honey Crisp Apple</p> <p>PM SNACK</p> <p>2 pkgs. Ritz Crackers ½ c. 1% Milk</p>	<p>17</p> <p>BREAKFAST</p> <p>1 ea. Fresh Satsuma Orange ½ c. Cornflakes</p> <p>LUNCH</p> <p>BUILD YOUR OWN TACO SALAD 1 ½ ozs. Ground Turkey ½ oz. Shredded Cheese ¼ c. Shredded Lettuce ½ c. Diced Tomatoes ¼ c. Fresh Papaya 5 ea. + Corn Tortilla Chips</p> <p>PM SNACK</p> <p>1 ea. Fresh Pear 1 tbsp. Sunbutter</p>	<p>18</p> <p>BREAKFAST</p> <p>½ sl. + Cinnamon Wheat Toast 1 ea. Fresh Smitten Apple</p> <p>LUNCH</p> <p>1 ea. CHICKEN SATAY ¼ c. Cucumber Slices/Ranch Dressing ½ ea. Fresh Red Pears ¼ c. + Brown Rice</p> <p>PM SNACK</p> <p>EARLY CLOSURE</p>	<p>19</p> <p>BREAKFAST</p> <p>1 ea. Fresh Banana ½ ea. + Whole Wheat English Muffin/Cream Cheese</p> <p>LUNCH</p> <p>1 c. LENTIL & BUTTERNUT SQUASH STEW (lentils, onion, carrot, rainbow swiss chard, celery, butternut squash) ½ c. Gold Beet Salad (quinoa, feta cheese) 1 sq. + Homemade Whole Wheat Cornbread</p> <p>PM SNACK</p> <p>½ c. Carrot Sticks & Zucchini Sticks/Italian dressing 1 pkg. Animal Crackers</p>	<p>20</p> <p>BREAKFAST</p> <p>1 ea. Fresh Pear ½ c. Cheerios</p> <p>LUNCH</p> <p>1 ½ ozs. TURKEY & SWISS CHEESE Mayo & Mustard Dressing ¼ c. Green Leaf Lettuce ½ c. Tomato Slice ½ ea. Fresh Apple 1 sl. + Whole Wheat Bread</p> <p>PM SNACK</p> <p>¼ c. Cucumber Slices ¼ c. Broccoli Florets ½ c. Cottage Cheese Ranch Dressing</p>
<p>23</p> <p>BREAKFAST</p> <p>1 ea. Fresh Tangerine ¾ c. Rice Chex Cereal</p> <p>LUNCH</p> <p>1 serv. VEGETARIAN ENCHILADA CASEROLE (cheese, black beans, corn, & + corn tortilla chips) ½ c. Tossed Green Salad/Italian Dressing ½ ea. Fresh Pear</p> <p>PM SNACK</p> <p>1 pkg. Scooby Doo Cinnamon Grahams ½ c. 1% Milk</p>	<p>24</p> <p>BREAKFAST</p> <p>1 ea. Hard Boiled Egg ½ ea. + Whole Wheat Bagel/Cream Cheese 1 ea. Fresh Apple</p> <p>LUNCH</p> <p>1 c. TURKEY SHEPERDS PIE (ground turkey, potato) ½ c. Spinach Salad/Ranch Dressing 1 ea. Fresh Tangerine Satsuma ½ ea. + Wheat Hamburger Bun</p> <p>PM SNACK</p> <p>1 pkg. Goldfish Pretzel Crackers 1 ea. Fresh Kiwi</p>	<p>25</p> <p>BREAKFAST</p> <p>½ c. Pineapple Chunks 1 sq. + Homemade Zucchini Bread</p> <p>LUNCH</p> <p>1 c. TUSCAN TURKEY SOUP (onion, potato, kale, kidney beans, ground turkey, Low fat cream) ½ ea. Fresh Asian Pear ¼ c. Carrot Sticks ½ ea. + Wheat Roll</p> <p>PM SNACK</p> <p>EARLY CLOSURE</p>	<p>26</p> 	<p>27</p>
<p>30</p> <p>BREAKFAST</p> <p>1 ea. Fresh Apple ¾ c. Corn Chex Cereal</p> <p>LUNCH</p> <p>1 ea. BAJA BEAN WRAP ¼ c. Fresh Jicama Sticks 1 ea. Fresh Kiwi 1 ea. + Whole Wheat Tortilla</p> <p>PM SNACK</p> <p>1 ea. Hard Boiled Egg 1 ea. Fresh Orange</p>			<p>ALL BREAKFAST & LUNCH SERVED WITH 1% MILK</p> <p>*Indicates vegetable included in main dish</p> <p>+ Indicates Whole Grain Rich</p> <p>WATER IS OFFERED THROUGHOUT THE DAY</p>	



Contra
Costa
County

To: Board of Supervisors
From: Deborah R. Cooper, Clerk-Recorder
Date: February 2, 2021

Subject: ACCEPT CANVASS OF VOTES FOR POLICE SERVICE ELECTION IN CSA-P6, ZONE 1204

RECOMMENDATION(S):

ACCEPT the canvass of votes for the January 5, 2021 Special Election showing that the measure for Police Services for County Service Area P-6, Zone 1204, unincorporated area of Concord passed.

FISCAL IMPACT:

None

BACKGROUND:

Where each landowner of the affected area was allowed one vote for each acre or portion thereof, the measure for Police Services for County Service Area P-6, Zone 1204, unincorporated area of Concord passed. Each Resolution, so as to authorize a special tax on said properties located in unincorporated area in Concord, to maintain present level of police protection services and to provide additional funding for increased police protection services.

Election results are attached as the Certificate of the County Clerk, Resolution No. 2020/279.

CONSEQUENCE OF NEGATIVE ACTION:

If unaccepted, Zone 1204 will not be formed.

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

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Rosa Mena,
925.335.7806

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Jan52021CanvassofVotes

**CONTRA COSTA POLICE SERVICE AREA P-6,
ZONE 1204, SUBDIVISION 9495**

OFFICIAL CANVASS

The Election was conducted on January 5, 2021, by Landowners of the effected area. Each Landowner was allowed one vote for each acre or portion thereof.

<u>Total Landowners</u>	<u>Voted</u>	<u>Yes</u>	<u>No</u>
1	4	4	0



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: February 2, 2021

Subject: Blackhawk Homeowners Association Contribution

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to accept an annual donation from the Blackhawk Homeowners Association in an initial amount of \$100,000, to be used for supplementing the costs associated with adding an additional Deputy Sheriff - 40 hour position for County Service Area P-2A (Blackhawk area).

FISCAL IMPACT:

\$100,000 in Donation from Blackhawk Homeowners Association. Zero Net County Cost.

BACKGROUND:

In 1985, the Board of Supervisors passed a County Ordinance allowing a parcel tax for the property in County Services Area P-2, Zone A – Blackhawk. The Ordinance specified that “[T]he Revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating and maintaining police protection personnel, and for such other police protection service expenses as are deemed necessary.” With the formation of County Services Area P-2A in 1985, the Office of the Sheriff began supplementing basic law enforcement services in the area, which includes Blackhawk and some adjacent communities, with a dedicated Lieutenant and three Deputy Sheriff positions. This supplemental coverage was funded by a parcel tax and a portion of the

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Heike Anderson, 925
655-0023

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Heike Anderson, Alycia Rubio, Paul Reyes

BACKGROUND: (CONT'D)

ad valorem property tax collected from the new district. Since the beginning of the recession in 2008, to reduce costs the level of this supplemental coverage had been reduced by one deputy. The Blackhawk Police Advisory Committee wished to return to 3 deputies, effective January 1, 2018. To support the reinstatement of the third deputy, the Blackhawk Homeowners Association made annual monetary contributions (donations) of \$100,000 to the CSA P-2A (Blackhawk) District. The acceptance of this annual donation, along with existing parcel and *ad valorem* property tax revenue, enabled the District to maintain staffing of a lieutenant and three deputies initially through 2020. The Blackhawk Homeowners Association requested to extend the duration of the ongoing annual contributions thru 2023.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not receive \$100,000 in donated revenue from the Blackhawk Homeowners Association.



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 2, 2021

Subject: Proposed Changes to the Arts and Culture Commission Bylaws, as recommended by the Family and Human Services Committee

RECOMMENDATION(S):

APPROVE the attached changes to the Arts and Culture Commission Bylaws to add two non-voting youth members, as recommended by the Family and Human Services Committee. (Consider with C. 42)

FISCAL IMPACT:

NA

BACKGROUND:

In order to promote youth participation and leadership in arts in the County, on November 2, 2020, the Arts and Culture Commission approved the recommendation to revise the Bylaws and add two non-voting Youth Advisors to the Commission. On January 25, 2021, the Family and Human Services Committee recommended the Board consider and approve the bylaw change to add the youth members.

The AC5 is requesting that the Bylaws be modified to incorporate the following changes:

-

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2021

Contact: Dennis Bozanich
925-655-2050

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The Commission will also include two non-voting Youth Advisor members. Each Youth Advisor will be a high school or college student. Each Youth Advisor will be interviewed and recommended by the Commission for appointment by the Board of Supervisors for a one-year term.

- Each Youth Advisor will perform a Commission-approved service project during their respective term. The Youth Advisors will be expected to attend all Commission meetings and other Commission activities as needed.

Attached are draft Bylaws incorporating the proposed changes.

The Arts and Culture Commission (AC5) of Contra Costa County was created in 1994 to advise the Board of Supervisors in matters and issues relevant to the arts and culture of the County; to advance the arts in a way that promotes communication, education, appreciation and collaboration throughout the County; to preserve, celebrate, and share the arts and culture of the many diverse ethnic groups who live in the county; to create partnerships with business and government; to increase communications and understanding between all citizens through art; and to create District Alliances in each Supervisorial District chaired by that appointee. Most importantly, the Commission will promote arts and culture as a vital element in the quality of life for all of the citizens of Contra Costa County.

The current AC5 has nine members and one alternate. Each Supervisor appoints one member to represent his or his district. Four at-large members and one alternate member are recommended by the Commission for appointment by the Board of Supervisors.

The Commission is separately seeking approval of the appointment of one youth member on this agenda. The second appointment will be brought to the Board at a later time.

CONSEQUENCE OF NEGATIVE ACTION:

This bylaw change is recommended to increase public participation.

CHILDREN'S IMPACT STATEMENT:

NA

ATTACHMENTS

Bylaw Amendments - Redline

Bylaw Amendments - Non-redline

**BY-LAWS OF THE
ARTS AND CULTURE COMMISSION
OF CONTRA COSTA COUNTY**
RECOMMENDED AMENDMENTS December, 2020

1. STATEMENT OF PURPOSE

The function of the Arts and Culture Commission of Contra Costa County (Commission) is to advise the Board of Supervisors on matters and issues relevant to arts and culture; to advance the arts in a way that promotes communication, education, appreciation and collaboration throughout Contra Costa County; to preserve, celebrate and share the arts and culture of the many diverse ethnic groups who live in Contra Costa County; to create partnerships with business and government; to increase communication and understanding between all citizens through art; and to create District Alliances in each Supervisorial District. Most importantly, the Commission will promote arts and culture as a vital element in the quality of life for all of the citizens of Contra Costa County.

2. DUTIES OF COMMISSIONERS

Each Commissioner is expected to:

- a. Support the functions of the Commission.
- b. Give all meetings and other Commission activities a priority on his/her calendar.
- c. Serve on and chair Commission committees and events.
- d. Keep current with all facts and information upon which the Commission must base its collective opinions and decisions.
- e. Participate in strategic planning and implementation of arts programming.
- f. Be an ambassador and proponent of the arts and the Commission in Contra Costa County and engage people from all cultural and ethnic groups in the arts and in the work of the Commission.

3. LOCATION OF MEETINGS

Regularly scheduled Commission meetings will be held at the location designated by a majority of the Commission, and such location shall be accessible to the public.

4. MEMBERSHIP OF THE COMMISSION

The Commission will have nine members and one alternate. Each Supervisor will appoint one member to represent his or her district. Four members will serve at-large and will be recommended by the Commission for appointment by the Board of Supervisors, as will the one alternate. The alternate may sit and vote for any absent member or vacant seat.

The Commission will also include two non-voting Youth Advisor members. Each Youth Advisor will be a high school or college student. Each Youth Advisor will be interviewed and recommended by the Commission for appointment by the Board of Supervisors for a one-year term.

Each Youth Advisor will perform a Commission-approved service project during their respective term. The Youth Advisers will be expected to attend all Commission meetings and other Commission activities as needed.

5. TERMS OF COMMISSIONERS

Staggered terms are four years in length, ending June 30. Upon expiration of their term, Commissioners may continue to serve until their reappointment has been approved, or a successor is appointed. There are no term limits.

6. RESIGNATION AND/OR REMOVAL OF COMMISSIONERS

Resignations from District seats shall be given in writing to the appointing District Supervisor. Resignations from at-large seats shall be given in writing to the Executive Director or the Chair. Resignation will be effective upon receipt of the written letter, unless a later effective date is specified in the resignation.

Regular attendance is essential for the Commission to conduct regular business, accomplish annual goals as approved by the Board of Supervisors, and meet funding source program requirements. Any Commissioner who is absent from three (3) regular meetings in a 12-month period, may be asked to resign, unless good cause is shown and approved by the Commission (e.g., work assignment, accident, illness or death of a family member, vacation, or personal illness).

7. OFFICERS

The officers are Chair, Vice-Chair, and Senior Commissioner.

8. ELECTION OF OFFICERS

A three-member nomination committee, appointed by the Chair, will develop a slate of officers to be presented and elected by the Commission at the June meeting. If an office becomes vacant at any time, the Commission will elect a new officer at the first regularly scheduled meeting following the effective date of the vacancy.

9. TERMS OF OFFICE

Each officer serves a term of one year, beginning in July and ending the following June. An officer may not serve more than two consecutive terms, unless 80% of the Commissioners approve the waiving of this bylaw provision.

10. DUTIES OF OFFICERS

Chairperson

1. The Chair calls and presides over meetings of the Commission.
2. The Chair and the Executive Director, with input from the Commissioners, prepare the meeting agenda.
3. The Chair may delegate his/her duties to the Vice-Chair.
4. The Chair ensures that there is full participation of the Commissioners present during a duly held meeting.

Vice-Chair

1. The Vice-Chair assumes the duties of the Chair in the Chair's absence.
2. The Vice-Chair assumes the duties of the Chair for the remainder of the term of that office if the Chair is unable to continue.

Senior Commissioner

1. The Commissioner with the most service time on the Commission, excluding the Chair and Vice-Chair, is the Senior Commissioner.
2. In the absence of the Chair and Vice-Chair, the Senior Commissioner will assume the duties of the Chair until either the Chair or Vice-Chair returns, or a new Chair or Vice-Chair is appointed.

11. THE STANDING COMMITTEES

The Commission may create committees composed solely of members of the Commission, which can be standing committees, task forces, or ad hoc committees, as needed.

Standing committees should meet at least quarterly or more frequently as needed. All actions approved by a standing committee will be referred to the Commission for final approval. Former Commissioners, the general public, and community members may, and are encouraged to, attend meetings of a standing committee, task force, or ad hoc committee, but may not be members of any committee.

1. **Communications Committee** – It is recommended that three Commissioners serve on the Communications Committee.

The Communications Committee will develop plans to increase public visibility of both the Commission and the arts in Contra Costa County. Functions include public relations, marketing and media relations.

2. **Public Arts Committee** – It is recommended that three Commissioners serve on the Public Arts Committee.

The Public Arts Committee will oversee the Arts Passages Program and other public art projects as directed by the Commission.

3. **Executive Committee**

The Executive Committee is comprised of the Commission Chair, Vice-Chair, and Senior Commissioner. The Executive Committee will review and make recommendations concerning Commission staff, personnel matters, finance and budget, and Commission governance issues. The Executive Committee shall meet at least once every six months with the Executive Director to establish priorities and set agendas for the regular meetings of the Commission.

4. **Arts Recognition Awards Committee** – It is recommended that two Commissioners serve on the Arts Recognition Awards Committee.

The Arts Recognition Awards Committee shall oversee the Annual Arts Recognition Program, including, but not limited to, establishing a project plan, reviewing the nomination forms for completeness, selecting judges, managing the judging process, selecting the artist to create the awards, and the coordination and preparation of the celebration honoring the recipients.

12. CONDUCT OF MEETINGS

All meetings of the Commission and its committees shall be held in accordance with The Ralph M Brown Act and the County's Better Government Ordinance.

13. QUORUM

A majority of the total number of authorized seats on the Commission or on a committee must be present to constitute a quorum for meetings. If all authorized seats are not filled, this does not change the quorum requirement. With nine authorized seats, a quorum of the Commission is five Commissioners. The alternate may sit for any absent member or vacant seat and count toward a quorum. No business shall be conducted without a quorum.

14. AMENDING THE BY-LAWS

Any proposed changes to these bylaws will be referred to the Executive Committee for review and recommendation to the Commission. The proposed changes to these bylaws shall be presented in writing at the next regularly scheduled meeting of the

Commission and may be recommended to the Board of Supervisors by a two-thirds vote of the Commission members present. The proposed changes to these bylaws shall be effective upon approval by the Board of Supervisors.

Adopted: 5/8/96

Amended: 8/14/96, 9/23/02, 10/09/02, 02/08/06, 10/02/07, 04/23/13, 02/03/15,
4/10/18, 9/8/20, 12/2/20

BY-LAWS OF THE ARTS AND CULTURE COMMISSION OF CONTRA COSTA COUNTY

1. STATEMENT OF PURPOSE

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