

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. 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
March 2, 2021

9:00 A.M. Convene, Call to order and opening ceremonies.

Inspirational Thought- *"Be sure you put your feet in the right place, then stand firm."* ~Abraham Lincoln

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.68 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS (5 Minutes Each)

- PR.1** PRESENTATION recognizing March 2021 as Prescription Drug Awareness month in Contra Costa County. (April Rovero, Chairperson, Contra Costa County MEDS Coalition)

DISCUSSION ITEMS

- D.1** RECOGNIZE appointment of Ann E. Elliott to the position of Director of Human Resources-Exempt at Step 2 of the salary range, effective March 1, 2021. (Monica Nino, County Administrator)

9:30 A.M.

- D.2** HEARING on proposed implementation of the property tax cost recovery provisions of Revenue and Taxation Code 95.3; CONSIDER adopting report from the Auditor-Controller filed on January 19, 2021 of the 2019-20 fiscal year property tax-related costs, including the proposed charges against each local jurisdiction excepting school entities, and CONSIDER adopting Resolution No. 2021/56 regarding implementation of Revenue and Taxation Code 95.3 for fiscal year 2020-21. (Lisa Driscoll, County Administrator's Office and Robert Campbell, County Auditor-Controller)

- D.3** HEARING to consider adoption of Resolution of Necessity No. 2021/67 for acquisition by eminent domain of real property required for the Danville Boulevard/Orchard Court Complete Street Improvements Project, as recommended by the Public Works Director, Alamo area. (66% Highway Safety Improvement Program Cycle 8 Federal Funds, 33% Measure J Regional Funds, 1% Local Road Funds) (Jessica Dillingham, Public Works Department)

- D.4** ACCEPT update on COVID 19; and PROVIDE direction to staff.
1. Health Department - Anna Roth, Director and Dr. Farnitano, Health Officer

D. 5 CONSIDER Consent Items previously removed.

D. 6 PUBLIC COMMENT (2 Minutes/Speaker)

D. 7 CONSIDER reports of Board members.

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. *Los Medanos Community Healthcare District v. Contra Costa Local Agency Formation Commission, County of Contra Costa*, California Court of Appeal, First Appellate District, Division 5, Case No. A160146

ADJOURN

CONSENT ITEMS

Road and Transportation

- C. 1 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a right of way contract with Timothy S. Broderick, et.al., for property rights on a portion of Assessor's Parcel Number 003-100-012 located adjacent to Byron Highway, for payment of \$20,735, in connection with the Byron Highway/Byer Road Safety Improvements Project, Byron area. (26% Highway Safety Improvement Funds, 3% Local Road Funds, 18% East County Area of Benefit Funds, 7% Discovery Bay Area of Benefit Funds, 46% Discovery Bay West Funds)

Engineering Services

- C. 2 ADOPT Resolution No. 2020/314 approving the Parcel Map for minor subdivision MS18-00008, for a project being developed by Robert Freitas, as recommended by the Public Works Director, San Ramon area. (No fiscal impact)

Special Districts & County Airports

- C. 3 APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Richard Cunningham for a north-facing shade hangar at Buchanan Field Airport effective February 1, 2021 in the monthly amount of \$165, Pacheco area (100% Airport Enterprise Fund).

- C. 4 As the Governing Body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the conveyance of an easement to Central Contra Costa Sanitary District in connection with the Central San Interceptor and Recycled Water Facilities Project along Grayson Creek, and take related actions under the California Environmental Quality Act, as recommended by the Chief Engineer, Pleasant Hill area. (100% Land Development Permit Fees)
- C. 5 AUTHORIZE the Director of Airports to submit applications to the Federal Aviation Administration (FAA) for grants and APPROVE and AUTHORIZE the Chair, Board of Supervisors or the Director of Airports to sign one or more Statement of Acceptance, or similar document, to accept grant funds from the FAA as part of the Coronavirus Response and Relief Supplemental Appropriations Act. (100% Federal Aviation Administration)

Claims, Collections & Litigation

- C. 6 DENY claims filed by Alexandre Baniyas, Dariotis Group Restaurants, Inc. (dba The Old Spagehitti Factory), Terry C. Lim, Nickloas E. J. Pitts (3), and CSAA Insurance for Oliver Symonds. DENY amended claim filed by Nickolas E.J. Pitts (2) and Lamar Lavall Scott.
- C. 7 DENY the claim filed by BNSF Railway Company, in the total amount of \$288,448, plus interest, in unitary property taxes paid for tax year 2016/17.

Statutory Actions

- C. 8 ACCEPT Board member's meeting reports for November and December 2020.
- C. 9 ACCEPT Board members meeting reports for January 2021.
- C. 10 APPROVE Board meeting minutes for January 2021, as on file with the Office of the Clerk of the Board.
- C. 11 APPROVE Board meeting minutes for December 2020, as on file with the Office of the Clerk of the Board.

Honors & Proclamations

- C. 12 ADOPT Resolution No. 2021/69 proclaiming March 2021 as National Social Workers' Month, as recommended by the Employment and Human Services Director.

- C. 13 ADOPT Resolution No. 2021/75 declaring February 28, 2021 as "Rare Disease Awareness Day" in Contra Costa County, as recommended by Supervisor Gioia.
- C. 14 ADOPT Resolution No. 2021/76 recognizing March 5, 2021 as" Family Justice Center Day" in Contra Costa County, as recommended by Supervisor Burgis.
- C. 15 ADOPT Resolution NO. 2021/80 recognizing March 2021 as Prescription Drug Abuse Awareness Month, as recommended by Supervisor Burgis.

Appointments & Resignations

- C. 16 APPOINT Ron Banducci to County Service Area, P-2A Citizens Advisory Committee, as recommended by Supervisor Burgis.
- C. 17 ACCEPT the resignation of Tom Janci, DECLARE vacant the Appointed Seat 2 of the East Richmond Heights Municipal Advisory Council, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Gioia.
- C. 18 APPOINT David Leimsieder to the District 4 seat from the At-Large 3 seat on the Family and Children's Trust Committee, and DIRECT the Clerk of the Board to post the At-Large 3 seat vacancy, as recommended by Supervisor Mitchoff.

Personnel Actions

- C. 19 ADOPT Position Adjustment Resolution No. 25692 to add one Animal Clinic Veterinarian-Exempt position and cancel one Veterinary Assistant (represented) position in the Animal Services Department. (19% User Fees, 45% City Revenue, 36% County General Fund)
- C. 20 ADOPT Position Adjustment Resolution No. 25695 to cancel one Community Services Mental Health Clinical Supervisor-Project (unrepresented) position and add one Comprehensive Services Assistant Manager-Project (unrepresented) position in the Community Services Bureau - Employment and Human Services Department. (100% Federal Funds)
- C. 21 ADOPT Position Adjustment Resolution No. 25694 to increase the hours of one Veterans Services Representative I (represented) position and the incumbent from part time (32/40) to full time in the Veterans Services Department. (100% County General Fund)

Leases

- C. 22** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with J. Mortz Limited Partnership, for 1,788 square feet of office space in a building located at 3755 Alhambra Avenue, Martinez, for a term of one year with one one-year renewal at an annual rent of \$27,672. (100% General Fund)

Grants & Contracts

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

- C. 23** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the National Association of County and City Health Officials, to pay the County an amount not to exceed \$10,000 to enhance the emergency planning and response system of the Contra Costa Medical Reserve Corps for the period March 1, 2021 through February 28, 2022. (No County match)
- C. 24** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in an amount not to exceed \$5,000 from Califa for the California Libraries Cultivating Racial Equity and Inclusion Initiative for the period July 1, 2020 to June 30, 2021. (No County match)
- C. 25** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept an increased grant amount of \$10,200 for a total grant amount of \$204,800 from Contra Costa County Office of Education Quality Matters Grant for the Quality Rating and Improvement System Program for the period October 1, 2020 through June 30, 2021. (No County match)
- C. 26** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with City of Concord, to pay the County an amount not to exceed \$241,000 to provide a mental health clinician that will provide Mental Health Evaluation Team Program services for serious and persistent mentally ill adults in Concord for the period March 1, 2021 through June 30, 2022. (No County match)
- C. 27** APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for and accept a grant to the California Health Facilities Financing Authority's Investment in Mental Health Wellness Grant Program for Children and Youth, in an amount not to exceed \$2,775,635 to support renovations, furniture and equipment for a children's crisis stabilization unit to be located at a County-owned property. (100% State)

- C. 28** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the California Department of Public Health, Immunization Branch, to increase the amount payable to the County by \$348,955 to a new amount payable of \$1,884,915 for the Immunization Assistance Program, with no change in the original term July 1, 2017 through June 30, 2022. (No County match)
- C. 29** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the City of Concord, to extend the term from June 30, 2021 through June 30, 2022 and increase the amount payable to the County by \$319,851 to a new amount not to exceed \$605,218 for the Coordinated Outreach, Referral and Engagement Program to provide homeless outreach services to Concord and Walnut Creek. (No County match)
- C. 30** ADOPT Resolution No. 2021/78 approving and authorizing the County Administrator, or designee, to enter into an agreement with the California Business, Consumer Services and Housing Agency for administration of the County's allocation of federal Emergency Rental Assistance Program funds. (No additional fiscal impact)

APPROVE and AUTHORIZE execution of agreement between the County and the following parties as noted for the purchase of equipment and/or services:

- C. 31** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Key MD Consulting, Inc., in an amount not to exceed \$930,000 to provide part-time emergency medicine services for Contra Costa Regional Medical Center for the period April 1, 2021 through March 31, 2024. (100% Hospital Enterprise Fund I)
- C. 32** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Becton Dickinson and Company in an amount not to exceed \$300,000 for the reagents and supplies for the microbiology unit at the Contra Costa Regional Medical Center Clinical Laboratory for the period December 21, 2020 through December 20, 2027. (100% Hospital Enterprise Fund I)
- C. 33** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the State of California - Department of Parks and Recreation in an amount not to exceed \$9,000 for the County to provide services to treat invasive weeds in Mount Diablo State Park beginning February 1 through May 31, 2021. (100% State)

- C. 34** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with The Center for Natural Land Management, to pay the County an amount not to exceed \$9,000 to provide noxious weed control services in Windermere Preserve, San Ramon, for the period January 26, 2021 through September 30, 2022. (No County match)
- C. 35** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Antoine Samman, M.D., in an amount not to exceed \$480,000, to provide neurology services for Contra Costa Regional Medical Center and Health Center patients for the period May 1, 2021 through April 30, 2023. (100% Hospital Enterprise Fund I)
- C. 36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Minh Nguyen, M.D., effective March 1, 2021, to increase the payment limit by \$60,000 to a new payment limit of \$255,000, to provide additional pulmonary critical care services at Contra Costa Regional Medical Center and Health Centers with no change in the term June 1, 2020 through May 31, 2023. (100% Hospital Enterprise Fund I)
- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, a contract with HealthcareSource HR, Inc, in an amount not to exceed \$270,155 to license their Learning Management System to record, track and report mandatory clinical education of staff for the period March 2, 2021 through March 1, 2024. (100% Hospital Enterprise Fund I)
- C. 38** APPROVE and AUTHORIZE the Purchasing Agent to renew, on behalf of the Employment and Human Services Director, the Blanket Purchase Order with Sysco Food Services in the amount of \$1,000,000, for food and non-food product items, equipment and supplies, for the period January 1, 2021 through December 31, 2023. (60% federal, 40% state)
- C. 39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Paradise Adolescent Homes, Inc., in an amount not to exceed \$110,000 to provide a short-term residential therapeutic program for seriously emotionally disturbed youth for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$110,000. (50% Federal Medi-Cal; 50% Mental Health Realignment)
- C. 40** APPROVE and AUTHORIZE the execution of contract amendments by the County Administrator, or designee, with GDCC LLC to increase the payment limit by \$424,913 to a new payment limit not to exceed \$1,783,957, with Sharam Taheri to increase the payment limit by \$410,400 to a new payment limit not to exceed \$1,723,680, with Agave Grill Corporation to increase the payment limit by \$445,500 to a new payment limit not to exceed \$1,587,300, and with RLW Properties, LLC to increase the payment limit by \$442,463 to a new payment limit not to exceed \$1,268,393 to provide meal services under the Great Plates

Delivered Program, and extend the terms through June 5, 2021, on the condition that additional FEMA funding is available. (75% Federal, 18.75% State, 6.25% County).

- C. 41** APPROVE and AUTHORIZE the County Counsel, or designee, to execute, on behalf of Contra Costa County, a contract with Terry Roemer for the provision of on-going legal assistance conducting workplace investigations, preparing for anticipated litigation, and providing legal advice. (100% User Departments)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Vibrantcare Outpatient Rehabilitation of California, Inc., in an amount not to exceed \$1,650,000 to provide physical therapy services to Contra Costa Health Plan (CCHP) members and County recipients for the period March 1, 2020 through February 29, 2024. (100% CCHP Enterprise Fund II)
- C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Harmonic Solutions, LLC, in an amount not to exceed \$694,261 to provide methadone maintenance treatment services to County residents for the period January 1 through June 30, 2021. (50% Federal Drug Medi-Cal; 50% Drug Medi-Cal Realignment)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Daniel C. May, M.D., in an amount not to exceed \$279,552 to provide outpatient psychiatric services for patients in West County for the period May 1, 2021 through April 30, 2022. (100% Mental Health Realignment)
- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Creekside Operating Company, LP (dba Creekside Healthcare Center), in an amount not to exceed \$900,000 to provide skilled nursing facility services for Contra Costa Health Plan (CCHP) members for the period March 1, 2021 through February 29, 2024. (100% CCHP Enterprise Fund II)
- C. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Lisa Wang, M.D., in an amount not to exceed \$209,664 to provide outpatient psychiatric services for patients in West County for the period July 1, 2021 through June 30, 2022. (100% Mental Health Realignment)
- C. 47** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ronald L. Leon, M.D., Inc., in an amount not to exceed \$222,144 to provide outpatient psychiatric services for patients in East County and Juvenile Hall for the period April 1, 2021 through March 31, 2022. (100% Mental Health Realignment)

- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Key MD Consulting, Inc., effective February 1, 2021, to increase the payment limit by \$110,000 to a new payment limit of \$310,000, to provide additional emergency medicine services at Contra Costa Regional Medical Center with no change in the term April 1, 2020 through March 31, 2021. (100% Hospital Enterprise Fund I)
- C. 49** Acting as the Governing Board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Fire & Risk Alliance, LLC, in an amount not to exceed \$30,000, for fire protection plan review services for the Diablo Energy Storage project in Pittsburg, for the period March 2, 2021, through March 1, 2022. (100% Plan Review Fees)
- C. 50** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order amendment to PO# 016529 with Dooley Enterprises, Inc., to extend the termination date from June 30, 2021 to December 31, 2021, with no change to the payment limit of \$450,000, for the purchase of ammunition. (100% General Fund)
- C. 51** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with Karpel Computer Systems, Inc. (dba Karpel Solutions) in an amount not to exceed \$717,171 to provide perpetual software licensing and configuration, including five years of maintenance and on-site "go-live" support, of a case management system for Public Defender criminal defense services for the period March 3, 2021 through July 19, 2026. (100% County General Fund)
- C. 52** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Information Officer, a purchase order with General Datatech, L.P. in an amount not to exceed \$705,897, and a software and services agreement with CrowdStrike, Inc., for the purchase of computer system protection software and services, for the period March 15, 2021 through March 15, 2022. (100% General Fund)
- C. 53** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with Dr. Roberta Stellman, as the court-appointed expert in mental health care in compliance with a consent decree issued on February 24, 2021, in the case of *Gabriel Young, et al. v. County of Contra Costa*, U.S. District Court for the Northern District of California, Case No. 20-06848 NC, for the duration of the consent decree. (100% General Fund)
- C. 54** APPROVE and AUTHORIZE the Public Works Director to execute a contract amendment with AssetWorks, LLC, to extend the term from March 31, 2021 through March 31, 2022 with no change to the payment limit of \$935,000, for the Public Works Department vehicle telematics reporting hardware, software and services, Countywide. (100% Fleet Internal Service Funds)

- C. 55** ADOPT Resolution No. 2021/68 authorizing the Sheriff Coroner, or designee, to apply for and accept the U.S. Department of Homeland Security, 2021 Hazard Mitigation Grant, in an amount not to exceed \$230,075 for the update to the Contra Costa County Regional Hazard Mitigation Plan. (75% Federal, 25% In-Kind match)

Other Actions

- C. 56** AUTHORIZE relief of cash shortage in the Sheriff's Department - Detention Bureau in the amount of \$626.42, as recommended by the County Administrator. (100% General Fund)
- C. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Pacific Union College to provide supervised field instruction to nursing students at Contra Costa Regional Medical Center and Health Centers for the period January 1, 2021 through December 31, 2022. (Nonfinancial agreement)
- C. 58** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a Memorandum of Understanding with the County of San Mateo's Northern California Regional Intelligence Center, to share information as it relates to narcotics trafficking, organized crime, and terrorism related activities for the term of November 1, 2020 through December 31, 2021. (No fiscal impact)
- C. 59** ACCEPT the Fiscal Year 2020–2021 Community Facilities District Tax Administration Report on County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Management Facilities), as recommended by the Public Works Director, Countywide. (100% Community Facilities District No. 2007-1 Funds)
- C. 60** ADOPT Resolution No. 2021/63 eliminating the County Service Area R-10 citizen's advisory committee and transferring the advisory committee's duties to the Rodeo Municipal Advisory Council, Rodeo area, as recommended by Supervisor Glover.
- C. 61** RECEIVE report on the Auditor-Controller's audit activities for 2020 and the schedule of financial audits for 2021, as recommended by the Internal Operations Committee.
- C. 62** ACCEPT the 2020 Annual Report for the Byron Municipal Advisory Council, as recommended by Supervisor Burgis.
- C. 63** ADOPT the Bylaws of the Affordable Housing Finance Committee and APPROVE the membership roster, as recommended by the Internal Operations Committee.

- C. 64** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order for 60 Ross, 60 Safeway, 60 Target, 60 Walmart, 40 BART and 40 AC Transit gift cards in a denomination of \$15 each, and 75 Starbucks, 70 Subway and 95 McDonald's gift cards in a denomination of \$5 each, for a total amount of \$6,000, to use as incentives for consumer participation in Calli House Emergency Youth Shelter. (100% Community Services Block Grant)
- C. 65** AUTHORIZE relief of cash shortage in the Treasurer-Tax Collector's Office in the amount of \$2,825.30, as recommended by the County Administrator. (100% General Fund)
- C. 66** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an agreement with the San Ramon Valley Fire Protection District extending the term of the existing emergency ambulance agreement for Emergency Response Area IV through April 30, 2021. (Nonfinancial agreement)
- C. 67** APPROVE and AUTHORIZE the Conservation and Development Director to approve, effective May 5, 2020, an annual recurring payment in the amount of approximately \$85,000, plus user fees and annual cost increases required under the Master Software License and Hosting Agreement between the County and Compliance Services, LLC, for affordable housing monitoring software, as recommended by the Conservation and Development Director. (100% federal funds and administrative fees from housing bond programs)
- C. 68** ACCEPT quarterly report of the Post Retirement Health Benefits Trust Agreement Advisory Body, as recommended by the Post Retirement Health Benefits Trust Agreement Advisory Body.

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.

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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	March 22, 2021	9:00 a.m.	See above
Finance Committee	April 5, 2021	9:00 a.m.	See above
Hiring Outreach Oversight Committee	April 5, 2021	10:00 a.m.	See above
Internal Operations Committee	March 8, 2021	10:30 a.m.	See above
Legislation Committee	March 8, 2021	1:00 p.m.	See above
Public Protection Committee	March 22, 2021	10:30 a.m.	See above
Sustainability Committee	March 22, 2021	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	March 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: Monica Nino, County Administrator
Date: March 2, 2021

Subject: APPOINTMENT OF DIRECTOR OF HUMAN RESOURCES - EXEMPT - ANN E. ELLIOTT

RECOMMENDATION(S):

RECOGNIZE appointment of Ann E. Elliott to position of Director of Human Resources-Exempt at Step 2 of the salary range, effective March 1, 2021, including all benefits as provided in the current Management Resolution applicable to the position of Director of Human Resources-Exempt.

FISCAL IMPACT:

The estimated annual County cost for the Director of Human Resources-Exempt position is \$297,000 of which \$57,000 is pension costs. The estimated cost for the four months remaining in fiscal year 2020/2021 is \$99,000, of which \$18,000 is pension cost. All costs are budgeted in the General Fund within the Human Resources Department operating budget.

BACKGROUND:

In mid-2020, Director of Human Resources Dianne Dinsmore informed the County Administrator that she would be retiring effective September 30, 2020. The County contracted with Peckham & McKenney to conduct the recruitment to fill the vacancy. On October 5, 2020, the recruitment for a new Director of Human Resources commenced. Peckham & McKenney 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: **03/02/2021** 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: March 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: All County Departments (via CAO)

BACKGROUND: (CONT'D)

The six week recruitment garnered 62 applications. With the assistance of Peckham & McKenney, the applications were screened and seven (7) semi-finalists were forwarded to the County Interview Panel on December 1, 2020 and interviewed on December 9, 2020. The County Interview Panel was comprised of Joe Angelo, Alameda County Human Resources Director; Timothy Ewell, Chief Assistant County Administrator; Lisa Driscoll, County Finance Director; and Kathy Ito, President, KMI Human Resources Consulting, Inc.

Following a series of interviews, Ann Elliott was selected by the County Administrator for the position.

Ms. Elliott holds a Master of Science, Management degree from Indiana Wesleyan University and a Bachelor of Arts, Behavioral Science and Psychology from Cedarville University. She has served as interim Human Resources Director since October, 2020, and Human Resources Manager since the classification was established in 2017. Ms. Elliott has worked for the Contra Costa County Human Resources Department since 2015 and has a reputation of having an understanding of the responsibilities of human resources management and the value human resources can contribute to an employer. As Interim Human Resources Director, she has continued working towards establishing positive and cooperative interactions with all departments and actively seeking opportunities to improve accuracy and efficiency with modern technological solutions. Throughout her career, she has demonstrated her ability to work collaboratively. As the incumbent, Ms. Elliott is qualified to continue to improving customer service, effectiveness, and outcomes of the Human Resources Department.



Contra
Costa
County

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

Subject: Property Tax Administrative Cost Recovery

RECOMMENDATION(S):

OPEN a public hearing, previously fixed for March 2, 2021 at 9:30 a.m., on implementation of the property tax cost recovery provisions of Revenue and Taxation Code section 95.3;

RECEIVE testimony and CLOSE the public hearing;

ADOPT the report of the Auditor-Controller filed on January 19, 2021 of the 2019-2020 fiscal year property tax-related costs of the Assessor, Tax Collector, Auditor, and Assessment Appeals Board, including the proposed charges against each local jurisdiction excepting school entities, for the local jurisdiction's proportionate share of such administrative costs; and

ADOPT Resolution No. 2021/56 regarding the implementation of the property tax administrative cost recovery provisions of Revenue and Taxation Code section 95.3 for fiscal year 2020-2021.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Lisa Driscoll, County Finance
Director (925) 655-2047

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

FISCAL IMPACT:

The fiscal year 2019-2020 net cost of property tax administration was \$17,599,506. This amounts to approximately 0.56% of all 2019-2020 property taxes levied countywide. This cost is allocated to each taxing entity in the County based on net revenues of each entity as a percentage of total revenues. School districts, community college districts, and the County Office of Education are exempt from cost recovery. As a result, the County absorbs the schools' share, which this year amounts to \$8,436,409. The net recovery to the County is \$7,079,355.

Total cost of property tax administration	\$17,599,506
Exempt School share of costs	-\$8,436,409
County share of costs	-\$2,083,742
Net recovery to the County	\$7,079,355

BACKGROUND:

In 1997, the Board adopted Resolution No. 97/129, which provides procedures for property tax administrative cost recovery. The recommended actions are necessary for implementation of Resolution No. 97/129 for the current fiscal year.

CONSEQUENCE OF NEGATIVE ACTION:

The County would not recover \$7,079,355 in property tax administrative costs.

ATTACHMENTS

Resolution 2021/56

Exhibit A: 2020-21 Property Tax Administration Charges

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

Adopted this Resolution on 03/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/56

SUBJECT: Findings and Determination Concerning the Implementation of the Property Tax Administrative Cost Recovery Provisions of Revenue and Taxation Code section 95.3

A public hearing having been held during the Board of Supervisors' meeting of March 2, 2021, on implementation of the property tax cost recovery provisions of Revenue and Taxation Code section 95.3, as provided in Board of Supervisors' Resolution 97/129, the Board of Supervisors, and the Auditor-Controller, hereby make the following findings and determination.

A. PROPERTY TAX ADMINISTRATIVE RECOVERY

1. On January 19, 2021, the Auditor-Controller filed with the Clerk of the Board of Supervisors a report of the 2019-2020 fiscal year property tax-related costs of the Assessor, Tax Collector, Auditor and Assessment Appeals Board, including the applicable administrative overhead costs permitted by federal circular A-87 standards, proportionally attributable to each local jurisdiction and Educational Revenue Augmentation Fund (ERAF) in Contra Costa County, in the ratio of property tax revenue received by each local jurisdiction and ERAF divided by the total property tax revenue received by all local jurisdictions and ERAFs in the county for the current fiscal year. The report included proposed charges against each local jurisdiction excepting school entities, for the local jurisdiction's proportionate share of such administrative costs.
2. On March 2, 2021, at the Board of Supervisors' meeting, a public hearing was held on the Auditor-Controller's report, notice of which was given as required by law and by Board of Supervisors' Resolution No. 97/129.
3. The report of the Auditor-Controller filed on January 19, 2021, is hereby adopted, and the Board of Supervisors and the Auditor-Controller find that amounts expressed in said report do not exceed the actual amount of 2019-2020 fiscal year property tax administrative costs proportionally attributable to local jurisdictions.
4. The additional revenue received by Contra Costa County on account of its 2019-2020 fiscal year property tax administrative costs pursuant to Revenue and Taxation Code section 95.3 shall be used only to fund the actual costs of assessing, equalizing, collecting, and allocating property taxes. An equivalent amount of the revenues budgeted to finance assessing, equalizing, collecting and allocating property taxes in fiscal year 2020-2021 may be reallocated to finance other County services. In the event that the actual 2020-2021 costs for assessing, collecting, equalizing and allocating property taxes plus allowable overhead costs are less than the amounts determined in the January 19, 2021 report by the Auditor-Controller, the difference shall be proportionally allocated to the respective local jurisdictions which paid property tax administration charges.

B. FINDINGS AND DETERMINATION

1. No written objections were received by March 2, 2021 for the public hearing on the Auditor-Controller's report filed on January 19, 2021.
2. The property tax administrative costs proportionately attributable to each local jurisdiction for the 2019-2020 fiscal year are as set forth in the Auditor-Controller's report filed on January 19, 2021 attached hereto as Exhibit A.
3. The amounts expressed in the Auditor-Controller's report are correct.
4. Notice as required by law was given of the public hearing on March 2, 2021.
5. The grounds stated herein to support findings are not exclusive and any findings may be supported on any lawful ground, whether or not expressed herein.

6. If any finding herein is held invalid, such invalidity shall not affect findings which can be given effect without the invalid provision, and to this end, the invalid finding is severable.

So found and determined:

Robert Campbell Contra Costa County Auditor-Controller

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

**Contact: Lisa Driscoll, County Finance Director (925)
655-2047**

ATTESTED: March 2, 2021
, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

Office of the Auditor-Controller
Contra Costa County

Robert R. Campbell
Auditor-Controller



Harjit S. Nahal
Assistant Auditor-Controller

625 Court Street
Martinez, California 94553-1282
Phone (925) 335-8600
Fax (925) 646-2649

January 7, 2021

TO: Contra Costa County Board of Supervisors
FROM: Robert Campbell, Auditor-Controller 
SUBJECT: **2020-2021 Property Tax Administration Charges**

Commencing with the 1990-91 fiscal year, Revenue and Taxation Code §95.3 (replacing R&T §97.5), provides for the County Auditor-Controller to annually determine property tax administration costs proportionately attributable to incorporated cities and local jurisdictions for fiscal year 1989-90 and thereafter. For purposes of this section, property tax administration costs are the property tax related costs of the Assessor, Tax Collector, County Assessment Appeals Board, and Auditor-Controller, including applicable administrative overhead costs as permitted by Federal OMB Circular A-87 standards.

The following attachments comprise the 2020-21 Property Tax Administration report of the Auditor-Controller pursuant to the County Board of Supervisors' Resolution No. 97/129.

Attachment I summarizes the direct and overhead costs of the Assessor, Tax Collector, Assessment Appeals Board, and Auditor-Controller for the 2019-20 fiscal year. Also included are all offsetting revenues received by the County for providing property tax related services. The 2019-20 net cost of property tax administration was \$17,599,506. This amounts to approximately .56% of all 2019-20 property taxes levied countywide.

Attachment II allocates the \$17,599,506 net cost to each incorporated city and to each local jurisdiction receiving property tax revenues during the 2020-21 fiscal year. This cost allocation to each entity is based on the net revenues of each entity as a percentage of total revenues. School districts, community college districts, and the County Office of Education are exempt from those provisions authorizing County recovery of their proportionate share of property tax administrative costs. As a result, the County absorbs the Schools' share, which, this year, amounts to \$8,436,409.

CONTRA COSTA COUNTY

AUDITOR-CONTROLLER'S REPORT

on

2020-2021 Property Tax Administration Charges

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Attachment I

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- 4 Assessor's Department
- 5 Treasurer-Tax Collector's Department
- 6 Auditor-Controller's Department
- 7 Assessment Appeals Board
- 8 Federal A-87 Overhead Allocation
- 9 Revenue Offsets

Attachment II

- 10 Administrative Cost Allocation

CONTRA COSTA COUNTY

2020-2021 Property Tax Administration Charges

SUMMARY CALCULATIONS

NOTE: Per Revenue and Taxation Code Section 95.3, the property tax administration fee to be charged in the 2020-21 Fiscal Year shall be based on the 2019-20 property tax related costs of the Assessor, Tax Collector, Auditor-Controller, and Assessment Appeals Board including applicable overhead costs as permitted by Federal Circular A-87 standards.

Property Tax Related Cost:

Assessor	\$ 15,991,184	
Tax Collector	3,922,237	
Auditor-Controller	1,334,327	
Assessment Appeals Board	118,221	
Total		\$ 21,365,969

Overhead Cost per Circular A-87:

Assessor	1,893,724	
Tax Collector	568,420	
Auditor-Controller	195,743	
Total		2,657,887

Less: Fees Received for Property Tax Related Services:

County General	2,593,386	
Assessor	403,919	
Tax Collector	2,293,193	
Auditor-Controller	1,133,852	
Total		<u>6,424,350</u>

**Net Property Tax Administration Cost,
2020-2021 Fiscal Year** **\$ 17,599,506**

CONTRA COSTA COUNTY
2020-2021 Property Tax Administration Charges
ASSESSOR'S DEPARTMENT

<u>DIRECT AND INDIRECT DEPARTMENTAL COST</u>	<u>ACTUAL 2019-2020</u>
Salaries & Employee Benefits	\$ 13,700,122
Services & Supplies	2,456,130
Gross Cost	<u>16,156,252</u>
LESS:	
** Intrafund Transfers	<u>165,068</u>
TOTAL ASSESSOR COST	15,991,184
LESS: ASSESSOR REVENUE OFFSETS	<u>403,919</u>
NET ASSESSOR DEPARTMENT COST	<u>\$ 15,587,265</u>

** Costs are related to preparing maps for LAFCO and County GIS related expenses.

CONTRA COSTA COUNTY

2020-2021 Property Tax Administration Charges

TREASURER-TAX COLLECTOR'S DEPARTMENT

<u>DIRECT AND INDIRECT DEPARTMENTAL COST</u>	<u>ACTUAL 2019-2020</u>
Salaries & Employee Benefits	\$ 3,811,453
Services & Supplies	1,728,739
Capital Assets	11,101
Other Charges	5,964
Gross Cost	<u>5,557,257</u>
LESS:	
* Capital Assets	11,101
Intrafund Transfers	(2,067)
Treasury Function Costs	1,463,050
Business License Program	<u>162,936</u>
TOTAL TAX COLLECTOR COST	<u>3,922,237</u>
LESS: TAX COLLECTOR REVENUE OFFSETS	<u>2,293,193</u>
NET TAX COLLECTOR COST	<u>\$ 1,629,044</u>

*Capital asset costs included in the A-87 allocation are excluded from direct costs.

CONTRA COSTA COUNTY

2020-2021 Property Tax Administration Charges

AUDITOR-CONTROLLER'S DEPARTMENT

<u>PROPERTY TAX FUNCTION - DIRECT AND INDIRECT DEPARTMENT COSTS</u>	<u>ACTUAL 2019-2020</u>
Salaries & Employee Benefits	\$ 711,763
Information Technology Costs	515,879
Other Services and Supplies	(26,374)
Accounts Payable - Supplemental & Other Tax Refunds	3,410
Department Overhead Allocation	<u>129,649</u>
TOTAL PROPERTY TAX FUNCTION COSTS	<u>1,334,327</u>
LESS: TOTAL PROPERTY TAX FUNCTION REVENUE OFFSETS	<u>1,133,852</u>
NET AUDITOR-CONTROLLER COST	<u><u>\$ 200,475</u></u>

CONTRA COSTA COUNTY
2020-2021 Property Tax Administration Charges
ASSESSMENT APPEALS BOARD

<u>DIRECT AND INDIRECT COSTS</u>	<u>ACTUAL</u> <u>2019-2020</u>
Clerk of the Board	\$ 77,716
Assessment Appeals Board - allowances and postage	16,929
County Counsel	<u>23,576</u>
TOTAL ASSESSMENT APPEALS BOARD COST	<u>\$ 118,221</u>

CONTRA COSTA COUNTY
2020-2021 Property Tax Administration Charges
FEDERAL A-87 OVERHEAD ALLOCATION

<u>Department</u>	A-87 Plan 2019-2020 <u>Actual</u>	Percent Property Tax <u>Related</u>	Net to <u>Allocate</u>
Assessor	\$ 1,893,724	100%	\$ 1,893,724
Tax Collector	800,591	71%	568,420
Auditor-Controller(Tax Division)	<u>195,743</u>	100%	<u>195,743</u>
TOTALS	<u>\$ 2,890,058</u>		<u>\$ 2,657,887</u>

CONTRA COSTA COUNTY

2020-2021 Property Tax Administration Charges

REVENUE OFFSETSCounty General

0005	9608	Supplemental Tax Administration Fees	\$ 2,593,386	
				\$ 2,593,386

Assessor

0016	1600	Administration	859,469	
	1600	Excludable Revenues (Direct credits and non-property tax related revenues)	(735,798)	
0016	1605	Drafting	1,095	
	1647	Roll Maintenance	279,153	
				<u>403,919</u>

Tax Collector

0015		Tax Collector Revenue	3,388,764	
		Excludable Revenues (Direct credits and non-property tax related revenues)	(1,095,571)	
				<u>2,293,193</u>

Auditor-Controller

0010	1004	Tax & Cost Accounting Division Revenue	1,599,057	
		Excludable Revenues (Direct credits and non-property tax related revenues)	(465,205)	
				<u>1,133,852</u>

TOTAL REVENUE OFFSETS				<u>\$ 6,424,350</u>
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CONTRA COSTA COUNTY
2020-2021 ADMINISTRATIVE COST ALLOCATION

Fund No	Jurisdiction	Adjusted 2020-2021 AB 8 Allocation	2020-2021 Unitary Allocation	2020-2021 Pass-thru H&S 33676	Net Revenue	2020-2021 Adj Allocation Factors	\$ 17,599,506 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
1003	County General	\$ 264,367,517	6,473,972	394,815	\$ 271,236,304	0.1183976245199	\$ 2,083,742
COUNTY GOVERNED SPECIAL DISTRICTS							
1206	County Library	30,055,791	416,590	40,510	30,512,891	0.0133192120526	234,412
2135	West CCC Healthcare	4,021,839	54,033	0	4,075,872	0.0017791628740	31,312
2020	Contra Costa Fire	124,192,884	1,192,254	101,190	125,486,328	0.0547761596971	964,033
2028	Crockett Carquinez Fire	607,883	9,360	0	617,243	0.0002694332803	4,742
3060	East Contra Costa Fire	15,350,200	95,496	0	15,445,696	0.0067422159057	118,660
2401	Service Area L-100	1,031,342	16,299	38,821	1,086,462	0.0004742524857	8,347
2470	Service Area M-1	63,674	1,178	0	64,852	0.0000283088195	498
2475	Service Area M-29	317,318	689	0	318,007	0.0001388135859	2,443
2488	Service Area M-16 Clyde	32,471	258	0	32,729	0.0000142864107	251
2489	Service Area M-17 Montalvin	207,221	1,924	0	209,145	0.0000912939532	1,607
2492	Service Area M-20 Rodeo	13,366	130	0	13,496	0.0000058912700	104
2494	Svc Area RD4 Bethel Isle	7,025	385	0	7,410	0.0000032344590	57
2496	Svc Area M23 Blackhawk	2,406,685	18,359	0	2,425,044	0.0010585581236	18,630
2505	Flood Control CCC Water	3,735,272	52,663	4,753	3,792,688	0.0016555501586	29,137
2520	Flood Control Zone 3B	6,302,573	62,017	0	6,364,590	0.0027782134857	48,895
2521	Flood Cont Z1 Marsh Ck	2,442,815	17,124	0	2,459,939	0.0010737905932	18,898
2527	Flood Control Zone 7	68,555	1,141	2,869	72,565	0.0000316754060	557
2530	Flood Control Zone 8	21,401	424	0	21,825	0.0000095269307	168
2531	Flood Control Zone 8A	27,772	367	0	28,139	0.0000122829737	216
2550	Flood Cont Drainage 290	2,364	24	0	2,388	0.0000010424362	18
2551	Flood Cont Drainage 300	5,485	86	0	5,571	0.0000024319773	43
2552	Flood Cont Drainage A13	394,508	2,754	0	397,262	0.0001734090322	3,052
2554	Flood Cont Drainage 10	420,753	2,835	0	423,588	0.0001849007119	3,254
2563	Flood Cont Drainage 127	15,643	211	0	15,854	0.0000069203621	122
2583	Flood Cont Drainage 16	96,478	707	0	97,185	0.0000424221361	747

CONTRA COSTA COUNTY
2020-2021 ADMINISTRATIVE COST ALLOCATION

Fund No	Jurisdiction	Adjusted 2020-2021 AB 8 Allocation (1)	2020-2021 Unitary Allocation (2)	2020-2021 Pass-thru H&S 33676 (3)	Net Revenue (4)	2020-2021 Adj Allocation Factors (5)	\$ 17,599,506 to Allocate (6)
2652	S/A Pl 2 Danville	498	90	0	588	0.0000002568169	5
2653	S/A Pl-2 Zone A	161,361	1,213	0	162,574	0.0000709654798	1,249
2655	S/A Pl 5 Round Hill	284,105	2,457	0	286,562	0.0001250876641	2,201
2656	S/A Police-6	4,651,713	1,096,278	0	5,747,991	0.0025090612181	44,158
2657	S/A Pl-2 Zone B	227,292	1,951	0	229,243	0.0001000669203	1,761
2702	S/A Lib-2 El Sobrante	134,177	2,063	0	136,241	0.0000594704958	1,047
2710	S/A Lib-10 Pinole	1,370	17	0	1,387	0.0000006055673	11
2712	S/A Lib-12 Moraga	11,192	314	0	11,506	0.0000050226787	88
2713	S/A Lib-13 Ygnacio	166,369	1,453	0	167,822	0.0000732562720	1,289
2751	Svc Area R-4 Moraga	32,684	1,002	0	33,686	0.0000147044354	259
2758	Svc Area R-7 Zone A	1,317,915	10,736	0	1,328,651	0.0005799707871	10,207
2825	Co Co Co Water Agency	708,960	18,933	1,221	729,114	0.0003182661781	5,601
							<u>1,558,079</u>

AUTONOMOUS SPECIAL DISTRICTS

3005	San Ramon Valley Fire	77,424,156	924,092	398,122	78,746,370	0.0343736551862	604,959
3007	Kensington Fire	4,458,120	26,705	0	4,484,825	0.0019576752695	34,454
3011	Rodeo-Hercules Fire	3,388,370	60,231	0	3,448,601	0.0015053522965	26,493
3074	Moraga-Orinda Fire District	26,821,493	188,367	0	27,009,860	0.0117901005945	207,500
3102	Co Co Resource Cons	304,718	4,489	1,132	310,339	0.0001354664198	2,384
3255	Kensington Community Svc	2,006,619	12,760	0	2,019,379	0.0008814810155	15,514
3260	Diablo Community Svc	500,790	3,117	0	503,907	0.0002199609375	3,871
3301	CCC Mosquito Abate Dst1	5,844,868	88,669	2,136	5,935,673	0.0025909862532	45,600
3406	Central CC Sanitary	19,136,564	265,862	48,502	19,450,928	0.0084905433910	149,429
3409	Mt View Sanitary	434,921	9,174	0	444,095	0.0001938521377	3,412
3411	Ironhouse Sanitary	324,685	5,156	0	329,841	0.0001439790604	2,534
3414	Rodeo Sanitary	283,224	4,769	0	287,993	0.0001257118966	2,212
3416	West Co Wastewater	1,332,268	16,723	6,678	1,355,669	0.0005917644407	10,415
3418	Stage Sanitary	512,727	5,049	0	517,776	0.0002260149083	3,978

CONTRA COSTA COUNTY
2020-2021 ADMINISTRATIVE COST ALLOCATION

Fund No	Jurisdiction	Adjusted 2020-2021 AB 8 Allocation	2020-2021 Utility Allocation	2020-2021 Pass-thru H&S 33676	Net Revenue	2020-2021 Adj Allocation Factors	\$ to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
3422	Byron Sanitary	45,119	751	0	45,870	0.0000200228110	352
3240	Crockett-Valona Sanitary	398,720	9,005	0	407,725	0.0001779762553	3,132
3430	Twn of Discovery Bay (Comm Svc Dist)	712,088	5,728	0	717,816	0.0003133344160	5,515
3480	Delta Diablo Z1 W Pittsburg	372,393	12,394	94,986	479,773	0.0002094262951	3,686
3481	Delta Diablo Z2 Pittsburg	544,337	5,455	75	549,867	0.0002400229821	4,224
3482	Delta Diablo Z3 Antioch	1,391,149	15,827	0	1,406,976	0.0006141604701	10,809
3515	Los Medanos Healthcare	870,000	94,814	25,490	990,304	0.0004322786769	7,608
3520	Mt Diablo Healthcare	334,482	2,022	0	336,504	0.0001468878168	2,585
3601	Alamo-Lafayette Cemetery	370,674	3,460	0	374,134	0.0001633136769	2,874
3603	B B K Union Cemetery	702,095	6,630	0	708,725	0.0003093663478	5,445
3700	Ambrose Rec & Park	535,838	14,755	79,424	630,017	0.0002750093283	4,840
3715	Green Valley Rec & Park	66,423	444	0	66,867	0.0000291881752	514
3735	Pleasant Hill Rec & Park	3,906,922	44,073	1,136	3,952,131	0.0017251484904	30,362
3770	Bethel Isle Muni Imp	550,927	7,659	0	558,586	0.0002438288078	4,291
3803	Co Co Co Water	3,174,908	87,478	6,490	3,268,876	0.0014269003959	25,113
3830	Castle Rock Co Water	16,404	123	0	16,527	0.0000072140685	127
4001	East Bay Muni Utility	16,632,384	199,252	64,310	16,895,946	0.0073752659053	129,801
4002	EBMUD Special District 1	479,399	3,771	0	483,170	0.0002109087955	3,712
4007	A-C Transit Spec District 1	9,918,208	121,641	0	10,039,849	0.0043825044264	77,130
4009	BART	13,464,661	186,407	21,928	13,672,996	0.0059684130430	105,041
4010	Bay Area Air Management	3,924,741	54,340	0	3,979,081	0.0017369126534	30,569
4025	Dublin San Ramon Svcs	790,769	2,348	0	793,117	0.0003462040898	6,093
4026	East Bay Regional Park	57,219,342	832,959	52,457	58,104,758	0.0253633645901	446,383
4110	Reclamation Dist 800 Exp	990,917	9,098	0	1,000,015	0.0004365174561	7,682
4111	Discovery Bay Recl/Drain	56,073	506	0	56,579	0.0000246972673	435
4180	East Co Co Irrigation	3,715,993	28,516	0	3,744,509	0.0016345194962	28,767
4181	Byron-Bethany Irrigation	373,609	11,091	0	384,700	0.0001679256991	2,955
							2,062,800

CONTRA COSTA COUNTY
2020-2021 ADMINISTRATIVE COST ALLOCATION

Fund No	Jurisdiction	Adjusted 2020-2021 AB 8 Allocation	2020-2021 Unitary Allocation	2020-2021 Pass-thru H&S 33676	Net Revenue	2020-2021 Adj Allocation Factors	\$ 17,599,506 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
CITIES & CITY SPECIAL DISTRICTS							
4201	City of Clayton	1,055,239	14,413	71,854	1,141,506	0.0004982798702	8,769
4202	City of Concord	16,986,472	216,420	0	17,202,892	0.0075092510761	132,159
4203	City of Brentwood	12,308,858	69,963	28,837	12,407,658	0.0054160788398	95,320
4204	City of San Pablo	348,701	12,439	0	361,140	0.0001576414088	2,774
4205	City of El Cerrito	9,100,854	84,884	0	9,185,738	0.0040096753145	70,568
4206	City of Walnut Creek	18,850,930	214,755	0	19,065,685	0.0083223808498	146,470
4207	City of Pleasant Hill	3,519,189	25,552	0	3,544,741	0.0015473181870	27,232
4208	City of Martinez	9,805,612	125,771	0	9,931,383	0.0043351577961	76,297
4209	City of Antioch	12,812,435	148,727	0	12,961,162	0.00565768994647	99,573
4210	City of Pittsburg	4,292,547	57,434	0	4,349,981	0.0018988146756	33,418
4211	City of Hercules	1,361,728	33,340	0	1,395,068	0.0006089623272	10,717
4212	City of Pinole	2,740,227	29,544	0	2,769,771	0.0012090353309	21,278
4213	Richmond Tax District 1	27,014,292	488,687	0	27,502,979	0.0120053521286	211,288
4214	City of Lafayette	5,502,050	31,512	0	5,533,562	0.0024154604004	42,511
4215	Town of Moraga	2,499,717	25,236	0	2,524,953	0.0011021696473	19,398
4216	Town of Danville	10,837,288	86,432	0	10,923,720	0.0047683236161	83,920
4217	City of San Ramon	17,188,801	312,942	0	17,501,743	0.0076397029232	134,455
4218	City of Orinda	5,727,103	52,111	0	5,779,214	0.0025226903698	44,398
4219	City of Oakley	3,135,868	16,741	0	3,198,011	0.0013959668446	24,568
4227	Richmond Tax District 3	10,740,086	112,530	0	10,852,616	0.0047372862101	83,374
4230	Richmond Sewer 1	239,619	4,077	0	243,696	0.0001063758309	1,872
4231	Brentwood Rec & Park District	2,477,816	13,125	0	2,490,941	0.0010873229923	19,136
4232	San Ramon M-29	3,434,531	10,563	0	3,445,094	0.0015038213696	26,467
4240	Pleasant Hill Lgt Dist 1	594,433	4,694	0	599,127	0.0002615254212	4,603
4241	Svc Area R-8 Walnut Creek	758,908	6,792	0	765,700	0.0003342362378	5,882
4248	Clayton Light Mice 1	41,180	411	0	41,591	0.0000181549368	320
4252	Martinez Pine Ridge Mice	8,104	81	0	8,185	0.0000035729297	63
4253	Martinez Parking District 1	79,108	611	0	79,719	0.0000347981750	612

**CONTRA COSTA COUNTY
2020-2021 ADMINISTRATIVE COST ALLOCATION**

Fund No	Jurisdiction	Adjusted 2020-2021 AB 8 Allocation	2020-2021 Unitary Allocation	2020-2021 Pass-thru H&S 33676	Net Revenue	2020-2021 Adj Allocation Factors	\$ 17,599,506 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
4263	Lafayette Core Area Mtc	66,075	2,585	0	68,660	0.0000299710315	527
4264	Lafayette St Lt Mice Z1	10,245	75	0	10,320	0.0000045049068	79
4271	Concord Vly Terr SLLMtc	3,241	40	0	3,281	0.0000014320223	25
4272	Concord Kirkwood Mice 1	65,440	531	0	65,971	0.0000287969217	507
4274	Concord Blhn Terr St Lt	869	15	0	884	0.0000003856836	7
4275	Pl Hill-Diablo Vista Wtr	242,033	1,678	0	243,711	0.0001063825096	1,872
4280	Antioch Parking Mice 1A	46,293	418	0	46,711	0.0000203897072	359
4285	Moraga St Lt Mice 1	187,243	1,251	0	188,494	0.0000822798095	1,448
4294	Oakley Police Services	546,682	1,843	0	548,525	0.0002394373720	4,214
							1,436,480

REDEVELOPMENT SUCCESSOR AGENCIES

4701	Antioch	5,459,135	139,122	0	5,598,257	.0024437005217	43,008
4702	Antioch Project 2	1,201,732	6,011	0	1,207,743	.0005271930086	9,278
4703	Antioch Project 3	48,054	424	(16,245)	32,233	.0000140700191	248
4704	Antioch Project 4	951,811	9,241	(62,248)	898,804	.0003923376038	6,905
4705	Antioch Project 4, Amd 1	759,825	3,775	(27,042)	736,558	.0003215157055	5,659
4706	Brentwood Project	3,052,942	25,478	0	3,078,420	.0013437640515	23,650
4707	Brentwood Amendment 1	946,009	10,352	0	956,361	.0004174620931	7,347
4708	North Brentwood	6,114,447	20,098	(31,273)	6,103,272	.0026641451527	46,888
4709	North Brwd Amd 2	348,701	1,196	0	349,897	.0001527339953	2,688
4710	Central Concord	21,915,155	840,340	0	22,755,495	.0099330232915	174,816
4711	Concord Commerce	789,808	9,755	0	799,563	.0003490178440	6,143
4712	Cent Concord RDA Amd	1,500,564	2,140	0	1,502,704	.0006559465966	11,544
4714	Clayton	8,102,913	38,716	(136,884)	8,004,745	.0034941590837	61,495
4716	Hercules Dynamite	10,152,274	63,964	0	10,216,238	.0044595002355	78,485
4717	Hercules RDA Proj 2	6,064,317	24,215	0	6,088,532	.0026577109634	46,774
4720	El Cerrito	8,704,188	76,236	0	8,780,424	.0038327513388	67,455
4721	El Cerrito Area II	1,962	89	0	2,051	.0000008950745	16
4725	Pinole Vista	8,065,226	82,939	0	8,148,165	.0035567636192	62,597

CONTRA COSTA COUNTY
2020-2021 ADMINISTRATIVE COST ALLOCATION

Fund No	Jurisdiction	Adjusted 2020-2021 AB 8 Allocation (1)	2020-2021 Unitary Allocation (2)	2020-2021 Pass-thru H&S 33676 (3)	Net Revenue (4)	2020-2021 Adj Allocation Factors (5)	\$ 17,589,506 to Allocate (6)
4726	Pinole Vista 81	5,401,953	42,172	0	5,444,125	.0023764201811	41,824
4728	Oakley RDA Proj 2	251,901	669	0	252,570	.0001102497044	1,940
4730	Pittsburg Marina	0	1,346	0	1,346	.0000005877358	10
4731	Pittsburg Riverside	569,971	6,785	0	576,756	.0002517601905	4,431
4732	Pittsburg Neighborhood I	1,547,778	12,065	0	1,559,843	.0006808884935	11,983
4733	Pittsburg Neighborhood II	687,222	6,990	0	694,212	.00033030313513	5,333
4734	Pittsburg/Los Medanos I	31,267,699	399,114	0	31,666,813	.0138229113768	243,276
4735	Pittsburg/Los Medanos II	4,328,529	68,723	0	4,397,252	.0019194487591	33,781
4736	Pittsburg/Los Medanos III	16,083,769	58,844	0	16,142,613	.0070464277704	124,014
4737	Richmond 8A RDA 2000 Amnd	1,880,655	6,079	0	1,886,734	.0008235799513	14,495
4738	Richmond 10A RDA 2000 Amnd	1,231,259	2,982	0	1,234,241	.0005387588423	9,482
4739	Richmond 1A RDA 2000 Amnd	207,373	574	0	207,947	.0000907711222	1,598
4740	Richmond 1A	636,677	11,069	0	647,746	.0002827484278	4,976
4741	Richmond 8A	1,074,062	9,263	0	1,083,325	.0004728834607	8,323
4742	Richmond 10A	1,206,986	21,979	0	1,228,965	.0005364565005	9,441
4743	Richmond 10B	121,896	2,964	0	124,860	.0000545027957	959
4744	Richmond 11A	16,434,777	84,404	0	16,519,181	.0072108039980	126,907
4745	Richmond 12A	151,804	1,616	0	153,420	.0000669695492	1,179
4746	Richmond 8A Henley	74,919	696	0	75,615	.0000330067383	581
4747	Richmond 1B	186,114	880	0	186,994	.0000816247462	1,437
4748	Richmond 1C-Potero	1,524,969	8,017	0	1,532,986	.0006691651836	11,777
4749	Richmond 3A	1,256,446	6,633	0	1,263,079	.0005513479197	9,703
4750	Walnut Creek-So Broadway	1,651,186	11,718	0	1,662,904	.0007258758474	12,775
4751	Walnut Creek-Mt Diablo	0	13,958	0	13,958	.0000060930254	107
4752	Richmond 6A RDA 2000 Amnd	82,478	196	0	82,674	.0000360878904	635
4753	Richmond 10B RDA 2000 Amnd	32,414	131	0	32,545	.0000142062672	250
4754	Richmond 6-A Amend 1	1,086,984	1,130	0	1,088,114	.0004749737153	8,359
4755	Richmond 6-A	586,336	4,040	0	590,376	.0002577055005	4,535
4756	Danville Downtown	4,933,716	33,185	(402,948)	4,563,953	.0019922157895	35,062

CONTRA COSTA COUNTY
2020-2021 ADMINISTRATIVE COST ALLOCATION

Fund No	Jurisdiction	Adjusted 2020-2021 AB 8 Allocation	2020-2021 Unitary Allocation	2020-2021 Pass-thru H&S 33676	Net Revenue	2020-2021 Adj Allocation Factors	\$ to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
4757	Richmond 11A RDA 2000 Amnd	502,920	988	0	503,908	.0002199615530	3,871
4758	Richmond 10B RDA 2006 Amnd	6,500,842	11,191	0	6,512,033	.0028425740000	50,028
4760	San Pablo-So Entrance	491,726	7,360	0	499,086	.0002178565050	3,834
4761	San Pablo-El Portal	3,484,190	45,988	0	3,530,178	.0015409612514	27,120
4762	San Pablo-El Portal 79	4,720,145	50,755	0	4,770,900	.0020825502873	36,652
4763	San Pablo-Oak Park	1,174,180	10,715	0	1,184,895	.0005172195970	9,103
4764	San Pablo-Sheffield	531,545	4,964	0	536,509	.0002341919549	4,122
4765	San Pablo-Bayview	2,684,021	21,445	0	2,705,466	.0011809654051	20,784
4766	San Pablo-El Portal 80	2,069,267	24,611	0	2,093,878	.0009140008607	16,086
4767	San Pablo-Oak Park 79	60,888	586	0	61,474	.0000268340584	472
4768	San Pablo-Bayview 80	125,126	807	0	125,933	.0000549710497	967
4769	San Pablo-Legacy RDA	2,542,789	7,862	0	2,550,651	.0011133871719	19,595
4770	Pleasant Hill Commons	4,130,404	27,605	0	4,158,009	.0018150166373	31,943
4771	Pleasant Hill Commons 1A	154,624	1,121	0	155,745	.0000679845245	1,196
4772	Plsnt Hill Schoolyard Anx	1,476,707	8,261	0	1,484,968	.0006482049697	11,408
4773	Plsnt Hill Comm 2001 Amnd	1,219,820	3,640	0	1,223,460	.0005340538742	9,399
4774	Pleasant Hill Commons 2009 Amnd	97,882	0	0	97,882	.0000427265676	752
4775	Lafayette RDA	9,564,037	21,602	0	9,585,639	.0041842365131	73,640
4777	San Ramon	13,417,588	59,533	(1,159,754)	12,317,367	.0053766661108	94,627
4780	CoCoCo Pleasant Hill BART	10,687,952	56,534	0	10,744,486	.0046900860511	82,543
4781	CoCoCo West Pittsburg	5,391,832	24,314	(996,086)	4,420,061	.0019294050332	33,957
4782	CoCoCo North Richmond	4,279,606	14,897	(388,739)	3,905,764	.0017049088208	30,006
4783	CoCoCo PI/HBART Amnd 1	1,034,302	7,512	(12,587)	1,029,227	.0004492688235	7,907
4784	Oakley	4,854,582	23,065	(112,021)	4,765,626	.0020802482331	36,611
4785	Rodeo	3,522,439	13,649	(313,524)	3,222,564	.0014066847431	24,757
4786	CoCoCo Montalvin	837,102	2,119	0	839,221	.0003663293150	6,447
							2,021,996
Sub-Total: Recoverable Cost							7,079,355

CONTRA COSTA COUNTY
2020-2021 ADMINISTRATIVE COST ALLOCATION

Fund No	Jurisdiction	Adjusted 2020-2021 AB 8 Allocation (1)	2020-2021 Unitary Allocation (2)	2020-2021 Pass-thru H&S 33676 (3)	Net Revenue (4)	2020-2021 Adj Allocation Factors (5)	\$ 17,589,506 to Allocate (6)
<u>SCHOOL DISTRICTS - EXEMPT FROM COST ALLOCATION</u>							
4016	Ed Phys Handic'd Elem	6,076	1,122	0	7,198	.0000031418009	55
4018	Livermore Jt Unified	290,887	53,364	0	344,251	.0001502692709	2,645
4020	Chabtl-Las Positas Com College	338,505	7,817	0	346,322	.0001511733637	2,661
4022	Dev Ctr Handi'd Minor	1,088	201	0	1,289	.0000005625579	10
4029	Trainable M.R. Alameda	2,741	506	0	3,247	.0000014173119	25
5001	Acalanes Union Hi Gen	51,528,933	456,399	0	51,985,332	.0226921681176	399,371
5101	Canyon Elementary Gen	83,213	1,174	0	84,387	.0000368358999	648
5201	Lafayette Elementary Gen	19,473,309	158,243	0	19,631,552	.0085693881035	150,817
5301	Moraga Elementary Gen	9,604,922	84,213	0	9,689,135	.0042294139414	74,436
5401	Orinda Elementary Gen	12,458,422	129,285	0	12,587,707	.0054946721089	96,704
5501	Walnut Creek General	25,337,626	223,510	0	25,561,136	.0111577166553	196,370
6001	Liberty Union Hi Gen	33,279,145	259,355	0	33,538,500	.0146399235228	257,655
6101	Brentwood Elem Gen	18,228,906	122,133	11,575	18,362,614	.0080154826747	141,069
6201	Byron Elementary Gen	5,112,285	51,720	6,781	5,170,786	.0022571050255	39,724
6301	Knightsen Elementary Gen	2,259,860	22,304	4,838	2,287,002	.0009983015065	17,570
6401	Oakley Elementary Gen	14,028,076	109,180	0	14,137,256	.0061710672805	108,608
6901	County Schools Gen	34,042,882	476,462	90,977	34,610,321	.0151077852390	265,890
6999	ERAF K - 12	272,789,845	0	0	272,789,845	.1190757620994	2,095,675
7101	Antioch Unified Gen	36,003,565	831,533	79,864	36,914,962	.0161137862142	283,595
7201	John Swett General	6,811,357	149,393	141,397	7,102,147	.00310016499950	54,561
7401	Martinez Unified Gen	19,435,892	269,102	0	19,704,994	.0086014461245	151,381
7501	Mt Diablo Unified Gen	128,557,986	1,520,186	405,754	130,483,926	.0569576663999	1,002,427
7601	Pittsburg Unified Gen	5,751,724	1,155,274	18,577	6,925,575	.0030230895706	53,205
7701	West Co Co Unified Gen	77,093,563	953,862	161,826	78,209,251	.0341391965012	600,833

CONTRA COSTA COUNTY
2020-2021 ADMINISTRATIVE COST ALLOCATION

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		(1)	(2)	(3)	(4)	(5)	(6)
7801	San Ramon Valley Unif	173,792,173	1,956,294	879,770	176,628,237	.0771001646515	1,356,925
7901	Co Co Comm College Gen	98,749,336	1,354,196	324,850	100,428,382	.0438380912541	771,529
7999	ERAF Community College	40,614,993	0	0	40,614,993	.0177288903263	312,020
TOTALS		\$ 2,262,781,147	28,111,980	(0)	\$ 2,290,893,127	1.0000000000000	\$ 17,599,506
Sub-Total: Exempt School Share							8,436,409



Contra
Costa
County

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

Subject: Resolution of Necessity Hearing for the Danville Boulevard/Orchard Court Complete Street Improvements project, Alamo area.

RECOMMENDATION(S):

OPEN the public hearing and ask if any notified property owners wish to be heard as to the four items specified in Section B below, CLOSE the Public Hearing.

Upon completion and closing of the hearing, MAKE the findings and determinations listed under Section B below, and ADOPT the attached Resolution of Necessity No. 2021/67 to acquire the required property by eminent domain. Project No.: 0662-6R4128

FISCAL IMPACT:

In eminent domain actions, the judgment will be the price paid for the property, and may include interest and court costs that are regarded as a roughly calculable expense of property acquisition. Costs of acquisition will be paid with monies from various funding sources (66% Highway Safety Improvement Program Cycle 8 Federal Funds, 33% Measure J Regional Funds, and 1% Local Road Funds). (DCD-CP No. 17-33)

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Jann Edmunds, 925.
957-2454

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

By: , Deputy

cc:

BACKGROUND:

A. Proposed Project

The Danville Boulevard/Orchard Court Complete Streets Improvements Project (the “Project”) includes construction of a roundabout and sidewalk improvements at the Danville Boulevard/Orchard Court intersection, in the Alamo area of unincorporated Contra Costa County. The purpose of the Project is to improve traffic, bicycle, and pedestrian safety on Danville Boulevard, between Jackson Way and Stone Valley Road, in the Alamo area, by installing complete streets improvements. The Project includes curb extensions, curb ramps, and entry medians at the roundabout to reduce vehicle speeds and improve pedestrian crossings. Sidewalks will be reconstructed in the Project area, along with curb extensions and curb ramps, in order to meet Americans with Disabilities Act (ADA) requirements and to accommodate existing mature trees in the sidewalk.

The Project will reduce lanes of vehicle travel, from two lanes to one lane, at the roundabout approaches, which will result in decreased vehicle speeds as vehicles enter the roundabout. This and other aspects of the Project will improve vehicle, bicycle, and pedestrian safety.

On September 18, 2018, the Board of Supervisors approved the Project and determined the Project was exempt from the California Environmental Quality Act (CEQA), under the Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines. The CEQA notice of exemption was filed on September 19, 2018.

In order to proceed with the Project, it is necessary for the County to exercise its power of eminent domain. Pursuant to Section 1245.235 of the Code of Civil Procedure, notice was given to all persons listed on the attached Exhibit “A” whose names and addresses appear on the last equalized County Assessment Roll. This notice consisted of sending, by first-class and certified mail on January 27, 2021, a Notice of Intention to Adopt a Resolution of Necessity, which notified the owners that a hearing is scheduled for March 2, 2021, at 9:30 a.m., in the Board's Chambers at 1025 Escobar Street, Martinez, California. Those notices indicated that, at the above time and place, the owners may appear to be heard on the matters referred to in the notice.

B. Scope of Hearing and Findings Per C.C.P. Section 1245.245

1. Public interest and necessity require the Project.

With average daily traffic of approximately 20,000 vehicles per day, and with one of the highest rates of pedestrians and bicyclists within the County, this principal arterial - Danville Boulevard - is ranked in the County's top 20 corridors with the highest number of collisions in the past five years. When the Project was being planned, it was determined that the collision rate at the intersection was approximately 2.5 times higher than the statewide average; and, at this intersection, there had been at least three pedestrian and 13 bicycle collisions in the 10 years prior to the planning phase of the Project.

The Project will include the installation of a roundabout at the intersection of Danville Boulevard and Orchard Court, which will improve safety at this location. The Project also will shorten pedestrian crossings across roadways, and it will reduce congestion at this intersection by keeping vehicles moving through the intersection. The Project will repair or replace sidewalks within the Project area, some of which have lifted and are impairing access to persons with disabilities. The Project also is a complete streets project that will result in enhanced aesthetics and the greening of Danville Boulevard. The Project aims to improve safety through the corridor for all users by improving sidewalks to meet ADA

requirements and reducing conflicts at the Danville Boulevard/Orchard Court intersection. This is intended to help encourage residents, businesses, and customers of those businesses to use active modes of transportation.

2. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

The Project, as planned and located, will achieve the Project purposes, and will require a partial acquisition of adjacent properties – the acquisition of both permanent and temporary rights as described in Appendix A. The areas to be acquired also are shown on aerial right of way image attached hereto as Exhibit “B.” The Project, as planned and located, avoids the partial or full acquisition of any buildings, and it will not displace any businesses before, during, or after Project construction. The Project design and alignment ensure that the Project purposes will be achieved, including improving vehicle, bicycle, and pedestrian safety, improving ADA access, and enhancing or greening the Project area. During Project construction, best management practices will be implemented to avoid unnecessary impacts to residents, businesses, and the traveling public. At least one lane of travel in each direction will be open to vehicle travel during Project construction. Emergency vehicles will have access through the Project area at all times.

Alternatives to the Project were evaluated and rejected, either because the alternatives would not meet the Project purposes, or, if they did meet the Project purposes, because the alternatives would result in significantly greater impacts to property owners and occupants and the traveling public. The first alternative that was evaluated involved shifting the Project footprint southwest. However, that alignment would have required the realignment of Orchard Court, and the partial or full acquisition of a building that is occupied by existing businesses and an at-grade parking area below the building (a portion of the building is constructed over the parking area). Another alternative that was evaluated involved shifting the Project footprint further southwest to avoid these impacts, but that alignment would not have achieved the objectives of the Project. Under that alignment, Orchard Court would not have fed into the roundabout, and that alignment would have created conflicts between vehicles using the roundabout and vehicles bypassing the roundabout. That alignment would have created safety hazards because of those conflicts. Therefore, these alignments were considered and rejected because they were not planned and located in the manner that would be most compatible with the greatest public good and the least private injury.

Last year, County Public Works Department staff met with DS Properties 17’s representatives to determine an alignment that would still meet the Project overall goals and purposes, and also limit the impact to the DS Properties 17’s property, which is improved with the Alamo Plaza Shopping Center. In a meeting in August of 2020, County staff and DS Properties 17’s representatives and engineers met to discuss the Project alignment, and an amicable resolution was reached, resulting in the current Project design. Therefore, the Project is planned and located to be most compatible with the greatest public good and the least private injury.

3. The properties sought to be acquired are necessary for the Project.

The property interests described in Appendix A to the Resolution of Necessity are necessary for the construction of the Project, as planned and designed. The approximate locations of the property interests also are shown on aerial right of way image attached hereto as Exhibit “B.” All efforts have been made to reduce the physical and operational impacts to adjacent properties, both during and after construction of the Project. The Project cannot be constructed as designed and planned without the acquisition of the property interests described in Appendix A to the Resolution of Necessity. As described in Appendix A to the Resolution of Necessity, and as shown in Exhibit B to this board order, the property and property

interests include (1) a fee parcel measuring approximately 6,308 square feet of land, and (2) a temporary construction easement measuring approximately 13,575 square feet of land. A portion of the temporary construction easement (TCE), Parcel 3A, measuring approximately 1,064 square feet of land, will be an exclusive easement for approximately seven months. The approximate locations of the fee parcel and the TCE, including Parcel 3A, are shown in Exhibit B attached hereto.

4. The offer of compensation required by Section 7267.2 of the Government Code has been made to the owners of record.

The County, through the Real Estate Division of the Public Works Department, has made an offer of just compensation to the owners of record for the property and property interests to be acquired for this Project. The offers were based on appraisals of the fair market value of the property and property interests being acquired. In this case, efforts were made to acquire each required property or property interest through negotiated purchase and sale instead of condemnation. Attempts to negotiate a settlement involved discussions, and in some cases meetings with the owners of record and/or their representatives. However, the negotiations have not been successful, requiring the County to proceed with the adoption of this Resolution of Necessity to proceed with the Project.

CONSEQUENCE OF NEGATIVE ACTION:

The County will be unable to acquire, by eminent domain, the property and property interests necessary for the Project.

ATTACHMENTS

Resolution No. 2021/67

Resolution 2021/67 w Appendix A

Exhibit A

Exhibit B

Recorded at the request of: Jann Edmunds, Public Works Real Estate Division

Return To: Public Works Real Estate Division, Jann Edmunds

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

Adopted this Resolution on 03/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2021/67

The Board of Supervisors of Contra Costa County, California, by vote of four-fifths or more of its members, **RESOLVES** that: Pursuant to Government Code Section 25350.5 and Streets and Highways Code Section 943, Contra Costa County intends to construct the Danville Boulevard/Orchard Court Complete Street Improvements (“Project”), in the Alamo area of central Contra Costa County. The Project is located at and near the intersection of Danville Boulevard and Orchard Court, in the unincorporated Alamo area. The Project will construct a roundabout at that intersection. The Project will include curb extensions, curb ramps, and entry medians at the roundabout to reduce vehicle speeds and improve pedestrian crossings. Sidewalks will be reconstructed through the corridor, along with curb extensions and curb ramps in order to meet Americans with Disabilities Act requirements and to accommodate existing mature trees in the sidewalk. The Project is intended to enhance the safety of the traveling public at this intersection, and to improve accessibility for persons with disabilities.

WHEREAS, The properties to be acquired consist of two (2) separate parcels that are generally located in the Alamo area. The properties are more particularly described in Appendix "A", attached hereto and incorporated herein by this reference.

WHEREAS, Pursuant to Section 1245.235 of the Code of Civil Procedure, notice was given to all persons listed on the attached Exhibit “A” whose names and addresses appear on the last equalized county assessment roll. This notice consisted of sending, by first-class and certified mail on January 27, 2021, a Notice of Intention to Adopt a Resolution of Necessity, which notified the owners that a hearing to consider the resolution of necessity is scheduled for March 2, 2021, at 9:30 a.m., in the Board's Chambers at 1025 Escobar Street, Martinez, California. The notices indicated that, at the above time and place, the owners may appear to be heard on the matters referred to in the notice.

WHEREAS, The hearing was held on that date and at that time and place, and all interested parties were given an opportunity to be heard. Based upon the evidence presented to it, this Board **finds, determines, and hereby declares** the following:

1. The public interest and necessity require the proposed Project; and
2. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and
3. The property described herein is necessary for the proposed Project; and

4. The offer required by Section 7267.2 of the Government Code was made to the owner or owners of record.
5. Insofar as any of the property described in this resolution has heretofore been dedicated to a public use, the acquisition and use of such property by Contra Costa County for the purposes identified herein is for a more necessary public use than the use to which the property has already been appropriated, or is for a compatible public use. This determination and finding is made, and this resolution is adopted, pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610.
6. On September 18, 2018, this Board APPROVED the proposed Project and ADOPTED the California Environmental Quality Act (CEQA), Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines pertaining to this project that was filed on September 19, 2018.

NOW, THEREFORE, BE IT RESOLVED:

The County Counsel of this County is hereby **AUTHORIZED** and **EMPOWERED**:

To acquire in the County's name, by condemnation, the titles, easements and rights of way hereinafter described in and to said real property or interest(s) therein, in accordance with the provisions for eminent domain in the Code of Civil Procedure and the Constitution of the State of California:

Parcel 1 described in Appendix "A" is to be acquired in fee title; and

Parcel 2 described in Appendix "A" is to be acquired as a temporary construction easement for a period of sixteen (16) months, between September 1, 2021, and December 31, 2022, and a 1,064 square foot portion of Parcel 2 (referred to as "Sub parcel 3A") will be acquired for exclusive use for a period of seven (7) months, between April 1, 2022, and October 31, 2022; and

To prepare and prosecute in the County's name such proceedings in the proper court as are necessary for such acquisition.

To deposit the probable amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take prejudgment possession and use said real property for said public uses and purposes.

Contact: Jann Edmunds, 925. 957-2454

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

ATTESTED: March 2, 2021

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

By: , Deputy

cc:

Recorded at the request of: Jann Edmunds, Public Works Real Estate Division
Return To: Public Works Real Estate Division, Jann Edmunds

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

Adopted this Resolution on 03/02/2021 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:

Resolution No. 2021/67

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WHEREAS, The hearing was held on that date and at that time and place, and all interested parties were given an opportunity to be heard. Based upon the evidence presented to it, this Board **finds, determines, and hereby declares** the following:

1. The public interest and necessity require the proposed Project; and
2. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and
3. The property described herein is necessary for the proposed Project; and
4. The offer required by Section 7267.2 of the Government Code was made to the owner or owners of record.

5. Insofar as any of the property described in this resolution has heretofore been dedicated to a public use, the acquisition and use of such property by Contra Costa County for the purposes identified herein is for a more necessary public use than the use to which the property has already been appropriated, or is for a compatible public use. This determination and finding is made, and this resolution is adopted, pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610.

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NOW, THEREFORE, BE IT RESOLVED:

The County Counsel of this County is hereby **AUTHORIZED** and **EMPOWERED**:

To acquire in the County's name, by condemnation, the titles, easements and rights of way hereinafter described in and to said real property or interest(s) therein, in accordance with the provisions for eminent domain in the Code of Civil Procedure and the Constitution of the State of California:

Parcel 1 described in Appendix "A" is to be acquired in fee title; and

Parcel 2 described in Appendix "A" is to be acquired as a temporary construction easement for a period of sixteen (16) months, between September 1, 2021, and December 31, 2022, and a 1,064 square foot portion of Parcel 2 (referred to as "Sub parcel 3A") will be acquired for exclusive use for a period of seven (7) months, between April 1, 2022, and October 31, 2022; and

To prepare and prosecute in the County's name such proceedings in the proper court as are necessary for such acquisition.

To deposit the probable amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take prejudgment possession and use said real property for said public uses and purposes.

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

ATTESTED: March 2, 2021

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

Contact: Jann Edmunds, 925. 957-2454

By: , Deputy

cc:

APPENDIX "A"

Land Descriptions(s) of two parcels of land in an unincorporated area of the County of Contra Costa, State of California, being a portion of Parcel A of Subdivision MS 223-78 filed October 26, 1979 in Book 82 of Parcel Maps at Page 14, also being a portion of the property described in the deed to DS Properties 17 LP, recorded March 10, 2017 as Document Number 2017-0043064, Contra Costa County records, described as follows:

1 – Fee Title (DS Properties 17 LP – parcel 1)

Commencing at the southwest corner of the property described as Parcel Two in the deed to Contra Costa County, recorded March 29, 1979 in Book 9373 of Official Records at page 222, being a point on the westerly right of way line of Danville Blvd.; thence along said right of way line south $26^{\circ}52'11''$ east, 226.08 feet to the Point of Beginning; thence from said Point of Beginning, continuing along said right of line south $26^{\circ}52'11''$ east, 143.55 feet to the northwest corner of the property described as Parcel One in said deed to Contra Costa County (9373 OR 222); thence continuing along said right of way line south $26^{\circ}52'11''$ east, 72.93 feet; thence leaving said right of way line south $62^{\circ}39'27''$ west, 9.90 feet; thence north $26^{\circ}48'13''$ west, 71.63 feet to a tangent curve, concave to the southwest; thence northwesterly along said curve, having a radius of 20.00 feet, through a central angle of $84^{\circ}19'05''$, an arc length of 29.43 feet; thence south $68^{\circ}52'42''$ west, 37.55 feet; thence north $19^{\circ}16'02''$ west, 16.93 feet to a non-tangent curve, concave to the northwest, a radial to said curve bears south $25^{\circ}20'59''$ east; thence northeasterly along said curve, having a radius of 140.00 feet, through a central angle of $8^{\circ}10'05''$, an arc length of 19.96 feet to a non-tangent line; thence north $37^{\circ}36'50''$ west, 38.36 feet to a non-tangent curve, concave to the northwest, a radial to said curve bears south $41^{\circ}16'03''$ east; thence southwesterly along said curve, having a radius of 39.31 feet, through a central angle of $6^{\circ}46'51''$, an arc length of 4.65 feet to a compound curve; thence southwesterly along said curve, having a radius of 157.19 feet, through a central angle of $9^{\circ}32'30''$, an arc length of 26.18 feet to a non-tangent line; thence north $24^{\circ}56'42''$ west, 10.67 feet to a non-tangent curve, concave to the northwest, a radial to said curve bears south $24^{\circ}52'14''$ east; thence northeasterly along said curve, having a radius of 146.52 feet, through a central angle of $9^{\circ}32'30''$, an arc length of 24.40 feet to a compound curve; thence northeasterly along said curve, having a radius of 28.64 feet, through a central angle of $26^{\circ}12'27''$, an arc length of 13.10 feet to a compound curve; thence northerly along said curve, having a radius of 17.68 feet, through a central angle of $37^{\circ}09'11''$, an arc length of 11.47 feet to a reverse curve; thence northerly along said curve, having a radius of 16.82 feet, through a central angle of $41^{\circ}39'46''$, an arc length of 12.23 feet to a non-tangent line; thence north $15^{\circ}27'09''$ west, 4.28 feet to a tangent curve, concave to the northeast; thence northerly along said curve, having a radius of 10.00 feet, through a central angle of $28^{\circ}00'11''$, an arc length of 4.89 feet; thence north

12°33'02" west, 19.45 feet; thence north 62°57'26" east, 0.64 feet; thence south 27°02'34" east, 6.55 feet; thence north 12°33'02" east, 21.29 feet to the Point of Beginning.

Containing an area of 6,308 square feet of land, more or less.

2 – Temporary Construction Easement (DS Properties 17 LP – parcel 3)

A temporary construction easement (TCE) for construction purposes and incidents thereto, upon, in, over and across the property described below for a period of sixteen months, to commence on September 1, 2021 and terminate on December 31, 2022. The 1064 square feet portion designated as subparcel 3A is for exclusive use for the seven consecutive months of April 1, 2022 thru October 31, 2022.


Beginning at the southwest corner of the property described as Parcel Two in the deed to Contra Costa County, recorded March 29, 1979 in Book 9373 of Official Records at page 222, being a point on the westerly right of way line of Danville Blvd.; thence along said right of way line south 26°52'11" east, 226.08 feet; thence leaving said right of way line south 12°33'02" west, 21.29 feet; thence north 27°02'34" west, 6.55 feet; thence south 62°57'26" west, 0.64 feet; thence south 12°33'02" east, 19.45 feet to a tangent curve, concave to the northeast; thence southerly along said curve, having a radius of 10.00 feet, through a central angle of 28°00'11" an arc length of 4.89 feet; thence south 15°27'09" east, 4.28 feet to a non-tangent curve, concave to the northeast, a radial to said curve bears north 56°11'04" west; thence southerly along said curve, having a radius of 16.82 feet, through a central angle of 41°39'46" an arc length of 12.23 feet to a reverse curve; thence southerly along said curve, having a radius of 17.68 feet, through a central angle of 37°09'11" an arc length of 11.47 feet to a compound curve; thence southerly along said curve, having a radius of 28.64 feet, through a central angle of 26°12'27" an arc length of 13.10 feet to a compound curve; thence southwesterly along said curve, having a radius of 146.52 feet, through a central angle of 9°32'30" an arc length of 24.40 feet to a non-tangent line; thence south 24°56'42" east, 10.67 feet to a non-tangent curve, concave to the northwest, a radial to said curve bears south 24°56'42" east; thence northeasterly along said curve, having a radius of 157.19 feet, through a central angle of 9°32'30" an arc length of 26.18 feet to a compound curve; thence northeasterly along said curve, having a radius of 39.31 feet, through a central angle of 6°46'51" an arc length of 4.65 feet to a non-tangent line; thence south 37°36'50" east, 38.36 feet to a non-tangent curve, concave to the northwest, a radial to said curve bears south 33°31'04" east; thence southwesterly along said curve, having a radius of 140.00 feet, through a central angle of 8°10'05" an arc length of 19.96 feet to a non-tangent line; thence south 19°16'02" east, 16.93 feet; thence north 68°52'42" east, 37.55 feet to a tangent curve, concave to the south; thence southwesterly along said curve, having a radius of 20.00 feet, through a central angle of 84°19'05" an arc length of 29.43 feet; thence south 26°48'13" east, 71.63 feet; thence south 61°37'26" west, 5.20 feet; thence north 26°36'59" west, 27.21 feet; thence south 60°00'06" west, 15.11 feet; thence north 26°46'30" west, 60.49 feet; thence south 68°52'42" west, 41.13 feet; thence north 26°46'30" west, 11.13 feet; thence south

68°41'19" west, 82.15 feet; thence north 21°00'08" west, 49.08 feet; thence north 68°59'52" east, 23.95 feet to a tangent curve, concave to the northwest; thence northeasterly along said curve, having a radius of 124.50 feet, through a central angle of 13°06'57" an arc length of 28.50 feet to a non-tangent line; thence north 21°16'33" west, 13.75 feet to a non-tangent curve, concave to the northwest, a radial to said curve bears south 19°05'57" east; thence northeasterly along said curve, having a radius of 136.49 feet, through a central angle of 5°46'17" an arc length of 13.75 feet to a non-tangent line; thence north 26°01'59" west, 16.07 feet; thence north 63°56'22" east, 37.59 feet to a non-tangent curve, concave to the southeast, a radial to said curve bears north 79°22'58" west; thence northerly along said curve, having a radius of 26.82 feet, through a central angle of 25°27'09" an arc length of 11.91 feet to a compound curve; thence northerly along said curve, having a radius of 4.82 feet, through a central angle of 23°31'09" an arc length of 1.98 feet; thence north 12°33'02" east, 26.60 feet; thence north 26°52'11" west, 63.98 feet; thence north 63°10'22" east, 10.00 feet; thence north 26°52'11" west, 67.89 feet; thence south 63°13'30" west, 27.00 feet; thence north 26°52'11" west, 58.68 feet; thence north 63°13'30" east, 26.89 feet; thence north 26°42'05" west, 177.59 feet; thence south 78°33'26" west, 25.91 feet; thence north 26°42'05" west, 44.20 feet; thence north 63°37'21" east, 30.00 feet to a point on the westerly right of way line of Danville Blvd.; thence along said right of way line south 26°42'05" east, 190.39 feet to the Point of Beginning.

Containing an area of 13,575 square feet of land, more or less (inclusive of subparcel 3A).

Bearings are based on the California Coordinate System of 1983 (CCS83), Zone III. Distances given are ground distances.

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: 1/20/2021



EXHIBIT "A"

DS Properties 17 LP
C/o Nucleus Tax Group
100 High Street #58
Moorpark, CA 93020-7005

DS Properties 17 LP
Attn: Henry A. Avila
Senior Vice President
3501 Del Paso Road, Ste. 100
Sacramento, CA 95835

Trainor Fairbrook Attorney at Law
Daniel M. Steinberg
980 Fulton Ave.
Sacramento, CA 95825-4558

**DECLARATION OF MAILING OF NOTICE OF INTENTION
TO ADOPT RESOLUTION OF NECESSITY**

Daphne Wakefield hereby declares as follows:

That on January 27, 2021, I mailed two copies, one postage prepaid and one certified, of the attached Notice of Intention to Adopt Resolution of Necessity for Danville Boulevard-Orchard Court Complete Street Improvement Project to all persons owning property in said project whose property may be acquired and whose names and addresses appear on the last equalized assessment roll. The names and addresses of all the persons that attached notices were mailed to are as shown on the attached list designated as Exhibit "A".

I declare under penalty of perjury that the foregoing is true and correct.

Executed January 27, 2021, at Martinez, California.

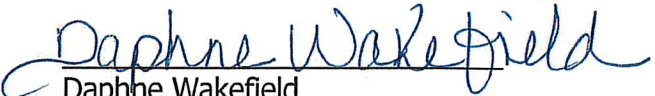

Daphne Wakefield
Clerk Specialist
Real Estate Division

EXHIBIT "B"



1" = 40'

TCE

TCE

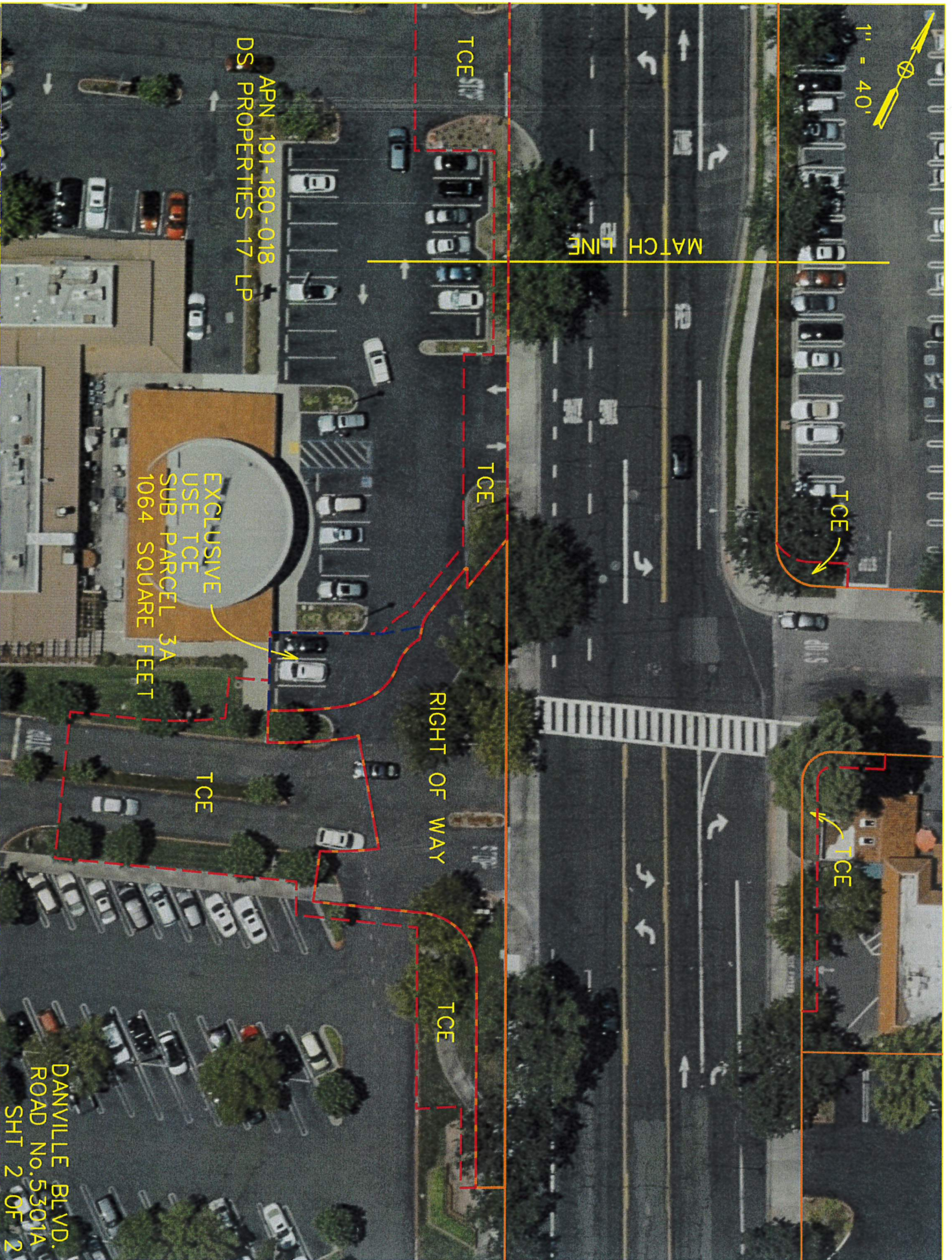
TCE

MATCH LINE

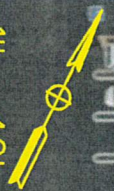
APN 191-180-018
DS PROPERTIES 17 LP

DANVILLE BLVD.
ROAD No. 5301A
SHT 1 OF 2

EXHIBIT "B"



1" = 40'



MATCH LINE

TCE

TCE

TCE

TCE

RIGHT OF WAY

TCE

APN 191-180-018
DS PROPERTIES 17 LP

EXCLUSIVE
USE TCE
SUB PARCEL 3A
1064 SQUARE FEET

TCE

DANVILLE BLVD.
ROAD No. 5301A
SHT 2 OF 2



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: March 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: **03/02/2021** 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: March 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: Brian M. Balbas, Public Works Director/Chief Engineer
Date: March 2, 2021

Subject: APPROVE and AUTHORIZE the Right of Way Contract and Accept Grant Deed for the Byron Highway/Byer Road Safety Improvements Project, District III

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

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Jann Edmunds, 925.957-2454

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Right of Way Contract (Contract), and ACCEPT the Grant Deed (Deed) on a portion of property located adjacent to Byron Highway identified as Assessor's Parcel Number 003-100-012 from Timothy S. Broderick, et. al., to Contra Costa County (County) in connection with the Byron Highway/Byer Road Safety Improvements Project (Project), pursuant to Government Code Section 25350.60 (Project No.: 0662-6R4147, Federal Project No.: HSIPL-5928 (143) (DCD - CP # 18-04)

AUTHORIZE the Public Works Director, or designee, to execute said Right of Way Contract on behalf of the County.

APPROVE payment in the amount of \$20,735, for said property rights; and AUTHORIZE the Auditor-Controller to issue a check in said amount payable to Chicago Title Company, 1200 Concord Avenue, Suite 400, Concord, CA 94520, their Escrow No. 36301736-363-LB-KD to be forwarded to the Real Estate Division for delivery.

DIRECT the Real Estate Division to have the above referenced Deed delivered to the Title Company for recording in the Office of the County Recorder.

FISCAL IMPACT:

26% Highway Safety Improvement Funds, 3% Local Road Funds, 18% East County Area of Benefit Funds, 7% Discovery Bay Area of Benefit Funds, 46% Discovery Bay West Funds.

BACKGROUND:

The County intends to construct the Project and widen Byron Highway in order to install traffic safety improvements along Byron Highway between Byer Road intersection to Hoffman Lane.

As a condition of the contract, Grantors have requested indemnification from the County.

On December 4, 2018, the Board of Supervisors approved the project and determined the project was exempt from CEQA (CP #18-04).

CONSEQUENCE OF NEGATIVE ACTION:

The Project will not have sufficient land rights to allow construction in accordance with the approved plans and specifications.

ATTACHMENTS

Right of Way Contract

Grant Deed

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

RW 8-3 (Rev. 6/95)

Page 1 of 7

Portions of APN: 003-100-012
Project Name: Byron Highway at Byer Road Safety Improvements
Project No.: 0062-6R4147
Federal Project No.: HSIPL 5928 (143)
Parcel Nos.: 4, 11

Grantors: Timothy S. Broderick, a single man, and James R. Boccio and Donna J. Boccio, Trustees of James R. Boccio and Donna J. Boccio Joint Living Trust dated March 28, 2003, and Krishna K.P. Moorthy and Subhashini K.P. Moorthy, husband and wife, as community property and Eric R. Norem, an unmarried man and Gary A. Norem, an unmarried man, and Cindi S. Brown, as Trustee of the Cindy Brown Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996, and Timothy R. Maggiore, as Trustee of the Timothy Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996, and Cindi S. Brown and Martin A. Maggiore, as Co-Trustees of the Martin Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996, and Mark J. Maggiore, as Trustee of the Mark Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996,

_____, California

_____, 2021

Parcel No. Four, a Fee Interest, in the form of a Grant Deed and Parcel No. Eleven a Temporary Construction Easement covering the property described in the above instrument and Clause 4 below (Property) has been executed and delivered to Jann Edmunds, Senior Real Property Agent for Contra Costa County.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantors are the owners of Property identified as a portion of Assessor's Parcel Number 003-100-012.
- (C) Grantors are partners of Pacific Rim Orchards Partnership Agreement dated August 1, 2020 referred to herein as "Pacific Rim Orchards". Pacific Rim Orchards are the owners of 8 (eight) walnut trees identified in the Appraisal Report dated August 20, 2020 as Severance Damages.
- (D) County requires the Property for roadway purposes, a public use for which County has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and County is compelled to acquire the property.

2. The Purchase price for the Property is twenty thousand seven hundred thirty five Dollars (\$20,735.00) (the "Purchase Price"), which shall be allocated as follows:
 - 2.1. To Grantors: The County shall pay the Grantors the sum of twelve thousand seven hundred thirty five dollars and No/100 (\$12,735.00); and
 - 2.2. To Pacific Rim Orchards: The County shall pay Pacific Rim Orchards the sum of Eight thousand dollars and No/100 (\$8,000.00).
 - (A) County will pay the Purchase Price for the Property when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - d. Other approved exceptions, if any.
 - (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.
 - (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
 3. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
-

4. Permission is hereby granted to the County, its contractors, and their authorized agents to enter upon Grantors land within that certain area described in Exhibit "A-1" attached hereto and made a part hereof, for the purposes of a Temporary Construction Easement (TCE) in connection with the Project.

The possession and use of the TCE, shall commence on July 1, 2021, and terminate on December 31, 2022. In case of unpredictable delays in construction, upon written notification, the terms of the TCE may be extended by an amendment to the Right of Way Contract. Grantors shall be compensated based on the fair market value at the time of extension. Payment shall be made to the Grantors for the extension prior to the expiration of the original period.

5. The Grantors shall retain title of the Property conveyed up to and including the date of recording of the deed conveying title to County upon compliance by the Grantors with the conditions of this contract. All rents and all security money collected by Grantors applicable to any period thereafter shall be paid to the County. Either party hereto collecting rents or security money to which the other party is entitled shall forthwith pay such amount to the other as is necessary to comply with the provision of this clause.
6. By this Agreement, County and Grantors establish an escrow (Escrow) with Chicago Title Company, 1200 Concord Avenue, Suite 400, Concord, CA 94520, their Escrow No. 36301736-363-LB-KD (Title Company). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the County's Real Property Agent assigned to oversee this property acquisition will select an alternate title company to handle the transaction, and notify Grantor in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the "Title Company" for purposes of this Agreement.

Grantors hereby authorize County to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of Grantors, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the property conveyed.

- (A) On or before the Close of Escrow, Grantors will deliver to County or into Escrow with said Title Company the following documents:
- a. The Grant Deed, in recordable form and properly executed on behalf of Grantors, conveying to County the property in fee simple absolute, subject only to the Approved Exceptions, 4, 6, 7, 8, 9, 13, and 14 as shown on the preliminary title report No. 36301736-363-LB-KD dated October 31, 2019.
 - b. Invoice, from Pacific Rim Orchards to Chicago Title Company in the sum of Eight thousand dollars and No/100 (\$8,000.00).
-

- (B) Copies of any effective leases, rental agreements, or any other agreements, if any, which County has agreed in writing are to remain in effect after County takes title.
 - (C) Prior to the Close of Escrow, County will deposit the Purchase Price into Escrow with said Title Company.
7. Escrow shall close upon the conveyance of the property to the County (Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:
- (A) Record the Grant Deed, marked for return to the County care of Jann Edmunds, Senior Real Property Agent for the County (which shall be deemed delivered to the County);
 - (B) Issue the Title Policy, if requested to do so by the County;
 - (C) Prorate taxes, assessments, rents and other charges as provided by this Agreement;
 - (D) Disburse to the Grantors the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;
 - (E) Prepare and deliver to the County and to the Grantors one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantors and the County and retain all funds and documents pending receipt of further instructions from the County.

8. Grantors warrant that there are no oral or written leases other than Pacific Rim Orchards on all or any portion of the property exceeding a period of one month and the Grantors further agree to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantors' for a period exceeding one month.
9. The undersigned Grantors hereby agree and consent to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive any and all claims to any money that may now be on deposit in said action.
-

10. The Grantors hereby represent and warrant that during the period of Grantors' ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantors further represent and warrant that Grantors has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property, which may have occurred prior to Grantors taking title to the Property.

The Purchase Price of the Property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Parcel 4 by the County, including the right to remove and dispose of improvements, shall commence on July 1, 2021, or upon recordation of the Grant Deed whichever occurs first.
12. County shall indemnify, defend and hold harmless the Grantor, his agent and employees, of and from any and all claims, demands, costs, damages, losses, actions, or judgements which Grantor may pay or be required to pay by reason of any damage, including injury or death to any person or property suffered by any person, firm or corporation as a result of the negligent exercise by County or by its agents or employees of the right herein granted to it.

REMAINDER OF PAGE INTENTIONALL LEFT BLANK

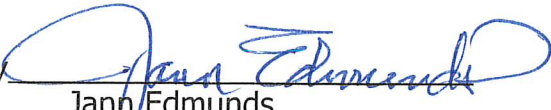
RIGHT OF WAY CONTRACT -- STATE HIGHWAY


RW 8-3 (Rev. 6/95)

Page 6 of 7

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

CONTRA COSTA COUNTY
Recommended to the Board of Supervisors
for Approval:

By 
Jann Edmunds
Senior Real Property Agent

By 
Jessica L. Dillingham
Principal Real Property Agent


APPROVED:

By _____
Brian M. Balbas
Public Works Director

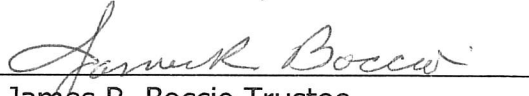
Date: _____
(Date of Approval)

SIGNED IN COUNTERPART

GRANTORS

By 
Timothy S. Broderick

James R. Boccio and Donna J. Boccio Joint Living
Trust dated March 28, 2003

By 
James R. Boccio Trustee

By 
Donna J. Boccio Trustee

By _____
Krishna K.P. Moorthy

By _____
Subhashini K.P. Moorthy

By _____
Eric R. Norem

By _____
Gary A. Norem

The Cindy Brown Exempt Trust created under the
Franklin A. Maggiore and Patti Maggiore Family
Trust dated October 3, 1996

By _____
Cindi S. Brown, Trustee

ADDITIONAL SIGNATURE PAGE TO FOLLOW

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

RW 8-3 (Rev. 6/95)

Page 6 of 7

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

SIGNED IN COUNTERPART

CONTRA COSTA COUNTY
Recommended to the Board of Supervisors
for Approval:

GRANTORS

By _____
Jann Edmunds
Senior Real Property Agent

By _____
Timothy S. Broderick

James R. Boccio and Donna J. Boccio Joint Living
Trust dated March 28, 2003

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
James R. Boccio Trustee

By _____
Donna J. Boccio, Trustee

APPROVED:

By *Idrus*
Krishna K.P. Moorthy

By _____
Brian M. Balbas
Public Works Director

By *Subhashini moorthy*
Subhashini K.P. Moorthy

Date: _____
(Date of Approval)

By _____
Eric R. Norem

By _____
Gary A. Norem

The Cindy Brown Exempt Trust created under the
Franklin A. Maggiore and Patti Maggiore Family
Trust dated October 3, 1996

By _____
Cindi S. Brown, Trustee

ADDITIONAL SIGNATURE PAGE TO FOLLOW

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

RW 8-3 (Rev. 6/95)

Page 6 of 7

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

SIGNED IN COUNTERPART

CONTRA COSTA COUNTY
Recommended to the Board of Supervisors
for Approval:

GRANTORS

By _____
Jann Edmunds
Senior Real Property Agent

By _____
Timothy S. Broderick

James R. Boccio and Donna J. Boccio Joint Living
Trust dated March 28, 2003

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
James R. Boccio Trustee

By _____
Donna J. Boccio, Trustee

APPROVED:

By _____
Krishna K.P. Moorthy

By _____
Brian M. Balbas
Public Works Director

By _____
Subhashini K.P. Moorthy

Date: _____
(Date of Approval)

By Eric R. Norem
Eric R. Norem

By _____
Gary A. Norem

The Cindy Brown Exempt Trust created under the
Franklin A. Maggiore and Patti Maggiore Family
Trust dated October 3, 1996

By _____
Cindi S. Brown, Trustee

ADDITIONAL SIGNATURE PAGE TO FOLLOW

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

RW 8-3 (Rev. 6/95)

Page 6 of 7

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

SIGNED IN COUNTERPART

CONTRA COSTA COUNTY
Recommended to the Board of Supervisors
for Approval:

GRANTORS

By _____
Jann Edmunds
Senior Real Property Agent

By _____
Timothy S. Broderick

By _____
Jessica L. Dillingham
Principal Real Property Agent

James R. Boccio and Donna J. Boccio Joint Living
Trust dated March 28, 2003

By _____
James R. Boccio Trustee

By _____
Donna J. Boccio, Trustee

APPROVED:

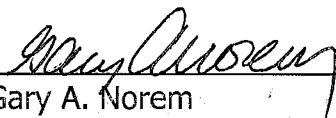
By _____
Krishna K.P. Moorthy

By _____
Brian M. Balbas
Public Works Director

By _____
Subhashini K.P. Moorthy

Date: _____
(Date of Approval)

By _____
Eric R. Norem

By _____

Gary A. Norem

The Cindy Brown Exempt Trust created under the
Franklin A. Maggiore and Patti Maggiore Family
Trust dated October 3, 1996

By _____
Cindi S. Brown, Trustee

ADDITIONAL SIGNATURE PAGE TO FOLLOW

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

RW 8-3 (Rev. 6/95)

Page 6 of 7

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

SIGNED IN COUNTERPART

CONTRA COSTA COUNTY
Recommended to the Board of Supervisors
for Approval:

GRANTORS

By _____
Jann Edmunds
Senior Real Property Agent

By _____
Timothy S. Broderick

James R. Boccio and Donna J. Boccio Joint Living
Trust dated March 28, 2003

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
James R. Boccio Trustee

By _____
Donna J. Boccio, Trustee

APPROVED:

By _____
Krishna K.P. Moorthy

By _____
Brian M. Balbas
Public Works Director

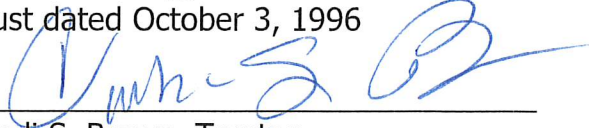
By _____
Subhashini K.P. Moorthy

Date: _____
(Date of Approval)

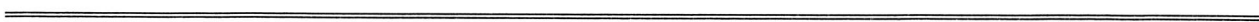
By _____
Eric R. Norem

By _____
Gary A. Norem

The Cindy Brown Exempt Trust created under the
Franklin A. Maggiore and Patti Maggiore Family
Trust dated October 3, 1996

By  _____
Cindi S. Brown, Trustee

ADDITIONAL SIGNATURE PAGE TO FOLLOW

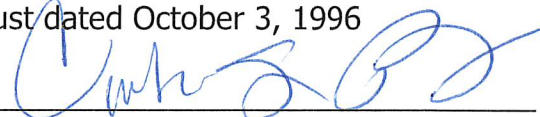


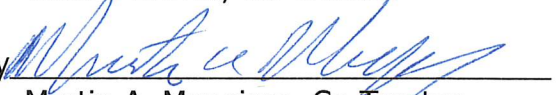
GRANTORS Cont'd.

The Timothy Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996

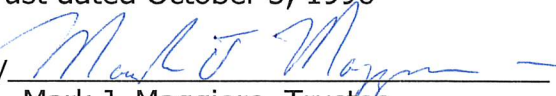
By 
Timothy R. Maggiore, Trustee

The Martin Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996

By 
Cindi S Brown, Co-Trustee

By 
Martin A. Maggiore, Co-Trustee

The Mark Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996

By 
Mark J. Maggiore, Trustee

Date: 1/21/2021
(Date signed by Grantors)

JE:

G:\realprop\Byron Highway Byer Road Safety Improvements\Broderick, Timothy S\RW08-03 Right of Way Contract State Highway - Broderick - 1-13-21.doc

Byron Highway (Road No. 9621)
Broderick, et.al.
Portion of APN 003-100-012
Drawing No. RW-9621-2020

EXHIBIT "A-1"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Northeast one-quarter of Section 4, Township 1 South, Range 3 East, Mount Diablo Meridian, also being a portion of the property described in the grant Deed to Timothy S. Broderick, et.al., recorded October 1, 2010 in Recorder's Series number 2010-0211374, Contra Costa County records, described as follows:

Parcel Eleven – Temporary Construction Easement

A temporary construction easement (TCE) for construction purposes and incidents thereto, upon, in, over and across the property described below for a period of eighteen months, to commence on July 1, 2021 and terminate on December 31, 2022.

Commencing at a standard street monument at the intersection of Byron Highway and Byer Road as shown on the Record of Survey map filed September 18, 2009 in Book 141 of Licensed Surveyors Maps at Page 40, said monument bears south 0°59'33" west distant 1791.97 feet from a standard street monument located at the intersection of Byron Highway and Hoffman Lane (the bearing of south 0°59'33" west being taken for purposes of this description); thence from said Point of Commencement, north 89°11'31" west, 14.00 feet to the westerly Right of Way line of Byron Highway; thence along said Right of Way line, north 00°59'33" east, 11.37 feet to the southerly line of said Broderick parcel (2010-0211374); thence along the southerly line of said parcel, north 89°16'45" west, 9.00 feet to the Point of Beginning; thence from said Point of Beginning, continuing along said southerly line north 89°16'45" west, 8.00 feet; thence leaving said line north 00°59'33" east, 19.24 feet; thence north 88°58'47" west, 7.00 feet; thence north 0°59'33" east, 130.00 feet; thence south 88°58'47" east, 10.00 feet; thence north 0°59'33" east, 149.19 feet to the northerly line of said parcel; thence along said northerly line, south 89°00'27" east, 5.00 feet; thence leaving said northerly line, south 0°59'33" west, 298.39 feet to the Point of Beginning.

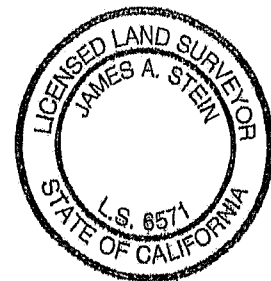
Containing an area of 2,850 square feet of land, more or less.

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: 7/31/2020



Recorded at the request of:
Contra Costa County

When Recorded Mail Document and
Tax Statements to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553

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. 003-100-012
Title Company Order No. 36301736-363-LB-KD

SIGNED IN COUNTERPART

GRANT DEED

For Value Received, receipt of which is hereby acknowledged,

Timothy S. Broderick, a single man, and James R. Boccio and Donna J. Boccio, Trustees of James R. Boccio and Donna J. Boccio Joint Living Trust dated March 28, 2003, and Krishna K.P. Moorthy and Subhashini K.P. Moorthy, husband and wife, as community property and Eric R. Norem, an unmarried man and Gary A. Norem, an unmarried man, and Cindi S. Brown, as Trustee of the Cindy Brown Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996, and Timothy R. Maggiore, as Trustee of the Timothy Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996, and Cindi S. Brown and Martin A. Maggiore, as Co-Trustees of the Martin Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996, and Mark J. Maggiore, as Trustee of the Mark Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996,

GRANTS to

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

The following described real property in the unincorporated area of the County of Contra Costa, State of California,

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

Date _____

(Signature Page to Follow)

Portion of Assessor's Parcel No. 003-100-012, Title Company Order No. 36301736-363-LB-KD

GRANTORS:

By _____
Timothy S. Broderick

James R. Boccio and Donna J. Boccio Joint Living Trust dated March 28, 2003

By _____
James R. Boccio Trustee

By _____
Donna J. Boccio, Trustee

By _____
Krishna K.P. Moorthy

By _____
Subhashini K.P. Moorthy

By _____
Eric R. Norem

By _____
Gary A. Norem

The Cindy Brown Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996

By _____
Cindi S. Brown, Trustee

The Timothy Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996

By _____
Timothy R. Maggiore, Trustee

The Martin Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996

By _____
Cindi S Brown, Co-Trustee

By _____
Martin A. Maggiore, Co-Trustee

The Mark Maggiore Exempt Trust created under the Franklin A. Maggiore and Patti Maggiore Family Trust dated October 3, 1996

By _____
Mark J. Maggiore, Trustee

ATTACH APPROPRIATE ACKNOWLEDGMENTS

EXHIBIT "A"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Northeast one-quarter of Section 4, Township 1 South, Range 3 East, Mount Diablo Meridian, also being a portion of the property described in the grant deed to Timothy S. Broderick, et.al., recorded October 1, 2010 in Recorder's Series number 2010-0211374, Contra Costa County records, described as follows:

Parcel Four – Fee Title

Commencing at a standard street monument at the intersection of Byron Highway and Byer Road as shown on the Record of Survey map filed September 18, 2009 in Book 141 of Licensed Surveyors Maps at Page 40, said monument bears south 0°59'33" west distant 1791.97 feet from a standard street monument located at the intersection of Byron Highway and Hoffman Lane (the bearing of south 0°59'33" west being taken for purposes of this description); thence from said Point of Commencement, north 89°11'31" west, 14.00 feet to the westerly Right of Way line of Byron Highway; thence along said Right of Way line, north 00°59'33" east, 11.37 feet to the southerly line of said Broderick parcel (2010-0211374), and the Point of Beginning; thence from said Point of Beginning, along the southerly line of said parcel, north 89°16'45" west, 9.00 feet; thence leaving said southerly line, north 0°59'33" east, 298.39 feet to the northerly line of said parcel; thence along said northerly line, south 89°00'27" east, 9.00 feet to the westerly Right of Way line of Byron Highway; thence along said Right of Way line, south 0°59'33" west, 298.35 feet to the Point of Beginning.

Containing an area of 2,685 square feet of land, more or less.

Excepting Therefrom all oil, gas, casinghead gasoline and other hydrocarbon and mineral substances and related storage rights below a point 500 feet below the surface of said land, together with the right to take, remove, mine, pass through and dispose of all said oil, gas, casinghead gasoline and other hydrocarbon and mineral substances, but without any right whatsoever to enter upon the surface of said land.

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: 1/14/2021





Contra
Costa
County

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

Subject: Approve the Parcel Map for minor subdivision MS18-00008, San Ramon area.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/314 approving the Parcel Map for minor subdivision MS18-00008, for a project being developed by Robert Freitas, as recommended by the Public Works Director, San Ramon area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for minor subdivision MS18-00008 and has determined that all conditions of approval for Parcel Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

The Parcel Map will not be approved and recorded.

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

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Randolph Sanders (925) 313-2111, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

ATTACHMENTS

Resolution No.

2020/314

Parcel Map

Tax Letter

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

Adopted this Resolution on 03/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2020/314

IN THE MATTER OF approving the Parcel Map for minor subdivision MS18-00008, for a project being developed by Robert Freitas, as recommended by the Public Works Director, San Ramon area. (District II)

WHERE AS, the following documents were presented for board approval this date:

The Parcel Map of minor subdivision MS18-00008, property located in the San Ramon area, Supervisorial District II, said map having been certified by the proper officials.

Said document was accompanied by:

1. 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 \$7,970.00.
2. Security to guarantee the payment of taxes, as required by Title 9 of the County Ordinance Code, in the form of a cash deposit, (Auditor's Deposit Permit No. DP822516, dated January 27, 2021) made by Robert Freitas in the amount: \$7,970.00, guaranteeing the payment of the estimated tax.

NOW, THEREFORE, BE IT RESOLVED:

1. That all conditions of approval for Parcel Map approval have been satisfied.
2. 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.
3. That said Parcel map is APPROVED.

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

ATTESTED: March 2, 2021

, 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, Daniel Barrios- DCD, Joshua Laranang- Engineering Services, Robert Freitas , Old Republic Title Company, T-01/02/2022

**PARCEL MAP
SUBDIVISION MS 18-0008
FREITAS RANCH**
PORTIONS OF SECTIONS 17, 18 AND 19, IN
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
MT. DIABLO BASE AND MERIDIAN,
CONTRA COSTA COUNTY, CALIFORNIA

P/A Design Resources, Inc.
Planning ■ Engineering ■ Surveying

3021 Citrus Circle, Suite 100 TEL (925) 210-0300
Walnut Creek, California 94598-2635
JANUARY, 2021

COUNTY PLANNING DIRECTOR'S STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, HAS APPROVED THE VESTING TENTATIVE MAP OF THIS SUBDIVISION, UPON WHICH THIS PARCEL MAP IS BASED.

ARUNA BHAT
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT DIVISION

BY: _____ DATE _____

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 ORDINANCES AT THE REQUEST OF ROBERT FREITAS, IN NOVEMBER 2017. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT ALL MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



DATE _____
RAZMIK AVEDIAN, PE, RLS
LICENSE NO. L.S. 9221
EXPIRES SEPTEMBER 30, 2021

PARCEL MAP SUBDIVISION MS 18-0008 FREITAS RANCH

PORTIONS OF SECTIONS 17, 18 AND 19, IN
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
MT. DIABLO BASE AND MERIDIAN,
CONTRA COSTA COUNTY, CALIFORNIA

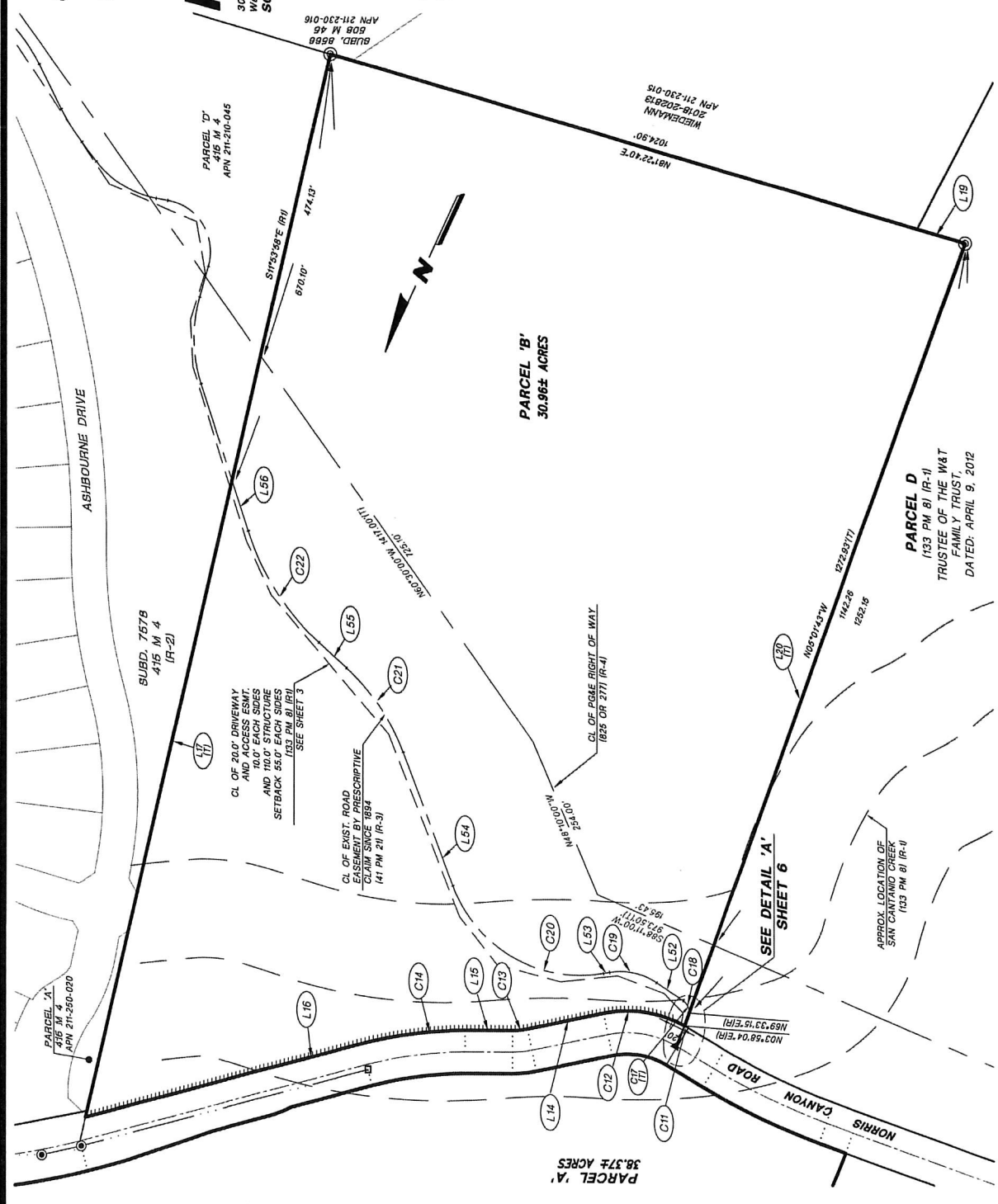
PA Design Resources, Inc.
Planning ■ Engineering ■ Surveying

3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2635
TEL (925) 210-9300
JANUARY, 2021
SCALE: 1" = 100'

- LEGEND**
- FOUND STREET MONUMENT LS 4210 PER (R6)
 - SET 5/8" REBAR AND CAP TAGGED PLS B21
 - ▲ FOUND IRON PIPE AS NOTED
 - ◆ FOUND RAILROAD SPIKE
 - SEARCHED FOR MONUMENT AS NOTED, NOT FOUND
 - CENTERLINE
 - MONUMENT LINE
 - EASEMENT LINE
 - SUBDIVISION BOUNDARY OR PARCEL LINE
 - CONTRA COSTA / ALAMEDA COUNTY LINE
 - UNAPPROVED ACCESS PROHIBITED AND PRIVATE ACCESS PROHIBITED
 - EASEMENT
 - EX OR EXIST.
 - FOUND
 - M-M
 - MONUMENT TO MONUMENT
 - RIGHT OF WAY
 - 5/8" OR ROW
 - 5/8"
 - (R)
 - (T)

BASIS OF BEARING:
THE BEARING BETWEEN TWO FOUND MONUMENTS ALONG NORRIS CANYON ROAD N44°57'38"E AS SHOWN ON MAP ENTITLED "SUBDIVISION 7578" FILED IN BOOK 416 OF MAPS AT PAGE 4 CONTRA COSTA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. MULTIPLY BY 0.9995662 TO OBTAIN GRID DISTANCES.

- REFERENCES:**
- (R1) 133 PM 8
 - (R2) 14 PM 21
 - (R3) 41 PM 21
 - (R4) 825 OR 277
 - (R5) 132 LSM 49
 - (R6) 1904 OR 599



PARCEL MAP SUBDIVISION MS 18-0008 FREITAS RANCH

PORTIONS OF SECTIONS 17, 18 AND 19, IN
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
MT. DIABLO BASE AND MERIDIAN,
CONTRA COSTA COUNTY, CALIFORNIA

PA Design Resources, Inc.
Planning ■ Engineering ■ Surveying

3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2635
TEL (925) 210-9300
JANUARY, 2021
SCALE: AS SHOWN

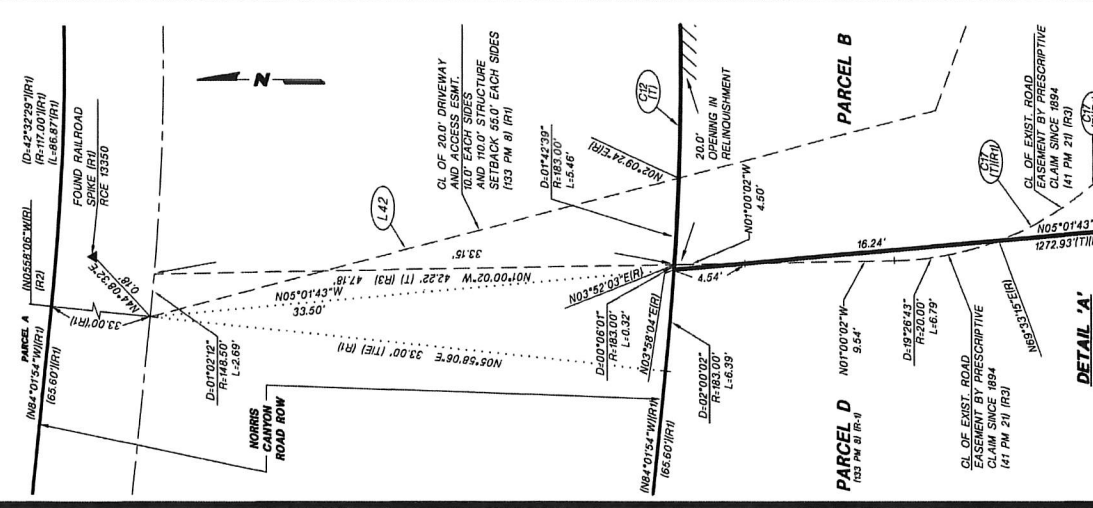
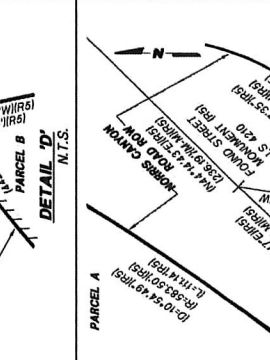
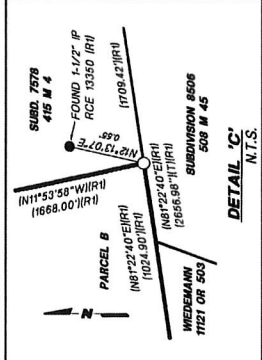
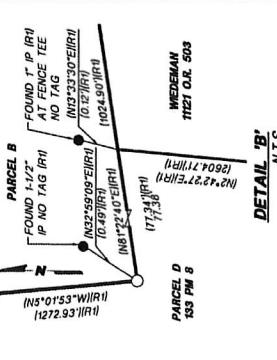
- LEGEND**
- FOUND STREET, MONUMENT LS 4210 PER (RS)
 - SET 6" REBAR AND CAP TAGGED PLS 8221
 - FOUND IRON PIPE AS NOTED
 - ▲ FOUND RAILROAD SPIKE
 - SEARCHED FOR MONUMENT AS NOTED, NOT FOUND
 - CENTERLINE
 - EASEMENT LINE
 - SUBDIVISION BOUNDARY OR PARCEL LINE
 - CONTRA COSTA / ALAMEDA COUNTY LINE
 - ABUTTERS RIGHT OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED
 - ESMIT. EXISTING
 - EC OR EXST.
 - M/M MONUMENT TO MONUMENT
 - R/W OR ROW RIGHT OF WAY
 - S.F. SQUARE FEET
 - RADIAL
 - TOTAL

LINE	LENGTH	BEARING
L44 (RI)	76.47'	N65°27'34"E
L45 (RI)	88.60'	N65°27'33"E
L46 (RI)	102.45'	N79°59'55"E
L47 (RI)	92.22'	N63°33'42"W
L48 (RI)	296.57'	N46°29'27"W
L49 (RI)	279.00'	N60°24'17"W
L50 (RI)	93.33'	N41°00'02"W
L51 (RI)	49.84'	N65°09'58"E
L52 (RI)	268.32'	N72°30'02"W
L53 (RI)	81.96'	N43°10'02"W
L54 (RI)	81.96'	N43°10'02"W
L55 (RI)	26.01'	N38°13'45"W
L56 (RI)	26.01'	N39°37'35"W

CURVE	DELTA	RADIUS	LENGTH
C1 (RS)	03°36'32"	1004.50'	63.27'
C2 (RS)	19°24'41"	233.00'	76.94'
C3 (RS)	10°54'49"	983.50'	111.14'
C4 (RS)	43°05'10"	516.50'	368.35'
C5 (RS)	69°21'25"	947.00'	428.07'
C6 (RI)	14°53'52"	983.00'	144.46'
C7 (RI)	42°32'29"	1033.00'	200.21'
C8 (RI)	17°06'17"	1033.00'	63.27'
C9 (RI)	2°00'02"	983.00'	6.39'
C10 (RI)	2°00'02"	983.00'	6.39'
C11 (RI)	40°35'24"	983.00'	259.49'
C12 (RI)	40°35'24"	983.00'	259.49'
C13 (RI)	17°33'22"	983.00'	216.00'
C14 (RI)	17°33'22"	983.00'	216.00'
C15 (RI)	11°30'06"	1033.00'	203.37'
C16 (RI)	28°15'17"	287.00'	131.51'
C17 (RI)	80°00'00"	20.00'	27.93'
C18 (RI)	60°33'17"	20.00'	21.14'
C19 (RI)	43°50'00"	100.00'	76.50'
C20 (RI)	79°10'00"	210.00'	290.16'
C21 (RI)	26°50'00"	335.00'	365.89'
C22 (RI)	29°20'00"	400.00'	204.79'

LINE	LENGTH	BEARING
L1 (RI)	230.73'	N02°00'00"W
L2 (RI)	2296.57'	S89°27'34"E
L3 (RI)	2201.2'	S89°27'34"E
L4 (RI)	166.84'	S58°27'49"W
L5 (RI)	166.84'	S58°27'49"W
L6 (RI)	26.72'	S59°27'36"W
L7 (RI)	26.72'	S59°27'36"W
L8 (RI)	145.58'	S43°33'17"W
L9 (RI)	65.00'	S50°23'07"W
L10 (RI)	128.89'	S40°27'59"W
L11 (RI)	73.40'	S64°58'55"W
L12 (RI)	73.40'	S53°26'37"W
L13 (RI)	65.60'	N84°01'54"W
L14 (RI)	44.32'	S84°51'49"W
L15 (RI)	19.43'	N63°25'37"E
L16 (RI)	23.50'	N68°38'09"E
L17 (RI)	4.45'	N60°23'07"E
L18 (RI)	868.00'	S71°53'58"E
L19 (RI)	77.34'	S81°22'40"W
L20 (RI)	1272.93'	N05°01'43"W
L21 (RI)	393.92'	N78°26'00"W
L22 (RI)	155.43'	N66°54'54"W
L23 (RI)	229.95'	N84°51'49"E
L24 (RI)	128.09'	S50°23'07"W
L25 (RI)	409.38' (M)	N59°27'49"E
L26 (RI)	38.00' (M)	N59°27'49"E
L27 (RI)	61.31' (M/M)	N64°22'25"W
L28 (RI)	516.50' (M/M)	N64°22'25"W
L29 (RI)	516.50' (M/M)	N64°22'25"W
L30 (RI)	205.29' (M/M)	N42°42'37"E
L31 (RI)	204.00' (M/M)	N42°42'37"E
L32 (RI)	236.19' (M/M)	N47°54'43"E
L33 (RI)	25.00'	N39°32'17"W
L34 (RI)	50.00'	N39°32'17"W
L35 (RI)	48.19'	N58°27'36"E
L36 (RI)	230.00' (M/M)	N41°31'17"W
L37 (RI)	37.00' (M/M)	N41°31'17"W
L38 (RI)	218.02' (M/M)	N68°27'49"E
L39 (RI)	17.93'	N68°27'49"E
L40 (RI)	48.39'	N68°27'34"W
L41 (RI)	17.85'	N58°27'49"E
L42 (RI)	51.71'	N44°30'59"W
L43 (RI)	42.34'	N69°49'24"W
L44 (RI)	42.33'	N69°49'24"W

LINE	LENGTH	BEARING
L45 (RI)	1024.50'	N02°00'00"W
L46 (RI)	88.60'	N65°27'33"E
L47 (RI)	92.22'	N63°33'42"W
L48 (RI)	296.57'	N46°29'27"W
L49 (RI)	279.00'	N60°24'17"W
L50 (RI)	93.33'	N41°00'02"W
L51 (RI)	49.84'	N65°09'58"E
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L54 (RI)	81.96'	N43°10'02"W
L55 (RI)	26.01'	N38°13'45"W
L56 (RI)	26.01'	N39°37'35"W



REFERENCES:

- (RI) 133 PM 8
- (RI) 415 M 4
- (RI) 825 OR 277
- (RI) 132 LSH 49
- (RI) 1904 OR 599

BASIS OF BEARING:
THE BEARING BETWEEN THE MONUMENTS ALONG THE BOUNDARY OF THIS SUBDIVISION WAS ENTERED IN THE COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES, MULTIPLY BY 0.9999922 TO OBTAIN GRID DISTANCES.

PARCEL A
3759 O.R. 191 (RS)
APN 209-040-01
140.08 (RS)

PARCEL B
3759 O.R. 191 (RS)
APN 209-040-01
132.58 (RS)

PARCEL C
3759 O.R. 191 (RS)
APN 209-040-01
132.58 (RS)

PARCEL D
3759 O.R. 191 (RS)
APN 209-040-01
132.58 (RS)

ASSASSOR PARCEL NUMBERS
211-210-029 AND 211-210-075

SHEET 6 OF 6

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: 1/11/2021

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>
18-0008	San Ramon	66355
Parcel #: 211-210-029-8 211-210-075-1		

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 :

\$7,970.00

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: Dually Lopez

COUNTY OF CONTRA COSTA

ELECTRONIC DEPOSIT PERMIT

OFFICE OF COUNTY AUDITOR-CONTROLLER
MARTINEZ, CALIFORNIA

DEPARTMENT NAME
TREASURER-TAX COLLECTOR

FISCAL YEAR
2020 - 2021

ORGANIZATION NUMBER 15

DESCRIPTION OF DEPOSIT	FUND/ORG NO.	SUB ACCT	TASK	OPT	ACTIVITY	AMOUNT	TOTAL
subdiv guarantee	831400	0803				\$7,970.00	
tax collector special - subdivision guarantee							\$7,970.00

TOTAL DEPOSIT: \$7,970.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK **ACCOUNT DEPOSITED:** Wells Fargo Bank - Tax Collector
CASH: \$0.00 **CHECKS:** \$0.00 **BANK DEPOSIT:** \$7,970.00
Bank Receipt: SUB-DIV **Date:** 01/28/2021 **NOTES:** SUB-DIVISION TRACT/MS#18-0008 APN 211-210-029-8 & 211-210-075-1

SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A
TRUE AND CORRECT RECORD OF THE TOTAL
AMOUNT OF MONEY AS DESCRIBED ABOVE
FOR DEPOSIT INTO THE COUNTY TREASURY

THE A-C OF CCC, HEREBY CERTIFIES
THAT THE AMOUNT DUE THE TREASURER
OF SAID COUNTY FOR MONIES COLLECTED
BY **TREASURER-TAX COLLECTOR**
-WELLS FARGO BANK - TAX COLLECTOR
IN SETTLEMENT OF THE ABOVE DESCRIBED
ACCOUNTS IS THE SUM OF **\$7,970.00**

RECEIPT OF ABOVE AMOUNT
IS HEREBY ACKNOWLEDGED.

Jan 27, 2021 11:42:00AM

NOT PROCESSED

NOT PROCESSED

Marcela Perez
USER VALIDATION

NOT SIGNED
AUDITOR'S VALIDATION

NOT SIGNED
TTC VALIDATION

USER PHONE NO.
925-957-2812

SUBMIT DATE
Jan 27, 2021 11:42:00AM

USER NAME
Marcela Perez

EDP NO
DP822516



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: March 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 Richard Cunningham for a north-facing shade hangar at Buchanan Field Airport effective February 1, 2021 in the monthly amount of \$165.00, Pacheco area (District IV).

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$1,980.00 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 September 1, 2000, the ninety-three

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 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)

(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-Richard Cunningham

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** Effective February 1, 2021 ("**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), and Richard Cunningham ("**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 # B-6 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 **February 1, 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 **\$165.00** 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: March 2, 2021

Subject: Convey a Grant of Easement to Central Contra Costa Sanitary District for the Central San Interceptor/ Recycled Water Facilities Project, Pleasant Hill

RECOMMENDATION(S):

As the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE the conveyance of a Grant of Easement to Central Contra Costa Sanitary District (CCCSD) and AUTHORIZE the Chair, Board of Supervisors, to execute on behalf of the District, the Grant of Easement pursuant to Government Code Section 25526.6 and FCD Act, Section 31.

FIND that the conveyance of such easement is in the public interest and will not substantially conflict or interfere with the District’s use of the property.

DETERMINE that the Project is not subject to the California Environmental Quality Act (CEQA) pursuant to Categorical Exemption Article 5, Section 15061 (b) (3) of the CEQA Guidelines, and

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

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

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Jessica Dillingham, 925. 957-2453

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

DIRECT the Real Estate Division of the Public Works Department to have the above referenced Grant of Easement delivered to the CCCSD for acceptance and recording in the Office of the County Clerk-Recorder. Project No. WL083A (9800629)

FISCAL IMPACT:

100% Land Development Permit Fees.

BACKGROUND:

In the late 1990's CCCSD began installation of the Pleasant Hill Relief Interceptor (Central San Interceptor) and Recycled Water Facilities Project under a "Permit for Use of District Right of Way," Permits No. 603-95 and 629-98, in connection with such construction. Special Provision No. 35 included in Permit No. 629-98 requires the execution of the necessary easement documents for CCCSD to have permanent land rights to maintain the facilities post-construction before the permit is closed and the required cash bonds are released.

Recently the District and CCCSD have agreed to the easement language and have completed action items necessary for the easements to be granted.

The easements will allow CCCSD maintenance access onto District property where CCCSD has constructed the Central San Interceptor/Recycled Water facilities. The northernmost grants of easement begin along Grayson Creek from approximately 370 feet east of Scottsdale Road and cover select locations to approximately 270 feet north of Golf Club Road. The southernmost grant of easement is located at the confluence of the main Grayson Creek channel and the East Branch of Grayson Creek from approximately 110 feet south of Harriet Drive to Ardith Drive.

CONSEQUENCE OF NEGATIVE ACTION:

CCCSD will not have the necessary permanent rights for maintenance and access to the facilities installed.

ATTACHMENTS

CEQA

Grant of Easement

**CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption**

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

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

County Clerk
County of: Contra Costa

Project Title: Issuance of Flood Control Grants of Easement (FCP 629-98) Central San Interceptor/Recycled Water Project
Project No. WL083A, CP#20-29

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

Project Location: Along Grayson Creek in the City of Pleasant Hill in Central Contra Costa County

Lead Agency: Contra Costa County Department of Conservation and Development

Description of Nature, Purpose and Beneficiaries of Project: The purpose of this activity is to convey multiple grants of easement from the Contra Costa Flood Control and Water Conservation District (District) to the Central Contra Costa Sanitary District (CCCSD or Central San) along Grayson Creek in the City of Pleasant Hill. The easements will allow CCCSD maintenance access onto District property where CCCSD has constructed the Central San Interceptor/Recycled Water facilities. The northernmost grants of easement begin along Grayson Creek from approximately 370 feet east of Scottsdale Road and cover select locations to approximately 270 feet north of Golf Club Road. The southernmost grant of easement is located at the confluence of the main Grayson Creek channel and the East Branch of Grayson Creek from approximately 110 feet south of Harriet Drive to Ardith Drive (Figures 1 - 4). As easements are finalized, slight adjustments to the locations may be made. Additional Real Estate transactions may be necessary. This CEQA documentation covers Real Estate transactions only. The CCCSD will be responsible for the preparation of any necessary CEQA documentation for construction or other activities. Further, CCCSD will be responsible for obtaining any applicable regulatory permits for the above-mentioned activities. General Plan Conformance from the City of Pleasant Hill is necessary for this activity.

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

Exempt Status:

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

Reasons why project is exempt: It can be seen with certainty that there is no possibility that the activity may have a significant adverse effect on the environment; therefore, the activity is not subject to CEQA, pursuant to Section 15061 (b)(3) of the CEQA guidelines.

Lead Agency Contact Person: **Alex Nattkemper - Public Works Dept.** Area Code/Telephone/Extension: **(925) 313-2364**

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: Leana B. Morana Date: 11/19/2020 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:

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Alex Nattkemper *AS*
Environmental Services Division
Phone: (925) 313-2364

Department of Fish and Game Fees Due

- EIR - \$3,343.²⁵
 Neg. Dec. - \$2,406.⁷⁵
 DeMinimis Findings - \$0
 County Clerk - \$50
 Conservation & Development - \$25

Total Due: **\$75.⁰⁰**
Total Paid \$ _____
Receipt #: _____

Recorded at the request of:

CENTRAL CONTRA COSTA
SANITARY DISTRICT

After recording return to:

CENTRAL CONTRA COSTA
SANITARY DISTRICT
5019 IMHOFF PLACE
MARTINEZ, CA 94553-4392

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

Portions of Grayson Creek Channel
Portions of APN 153-161-001

DP 4985 – Parcels 10, 11, 12A, 12B, and 33

GRANT OF EASEMENT

For good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood district organized under the laws of the State of California, ("DISTRICT") hereby grants to CENTRAL CONTRA COSTA SANITARY DISTRICT, a special district of the State of California, ("GRANTEE") a nonexclusive right to a perpetual easement and right of way ("Easement") for installing, repairing, maintaining, operating, and using sanitary sewer pipelines and recycled water pipelines, and related appurtenances, in such sizes and configurations as GRANTEE deems appropriate ("Facilities"), together with reasonable access to said Easement over and across other real property owned by District, and for no other purposes whatsoever. The Easement is located along, under, and in those certain parcels of land in the City of Pleasant Hill, County of Contra Costa, State of California, described as follows ("Easement Area"):

**FOR LEGAL DESCRIPTIONS AND PLATS, SEE ATTACHED:
EXHIBITS "A-1" AND "B-1" (DP 4985, Parcels 10, 11, 12A and 12B), and
EXHIBITS "A-2" AND "B-2" (DP 4985, Parcel 33)**

The foregoing grant is made subject to the following terms and conditions:

1. **PRIMACY OF GRANT OF EASEMENT:** GRANTEE has undertaken construction within the Easement area and has obtained from DISTRICT two Permits for Use of District Right of Way, Permits No. 603-95 and 629-98, (the "Permits"), in connection with such construction. The Permits are hereby terminated as of the granting of this Easement.
2. **PRIMARY USE OF THE PROPERTY:** The Easement Area is located in DISTRICT-owned property commonly referred to as the Grayson Creek Channel (the "Property"). The primary use of the Property is for the conveyance of storm water and flood protection, and related DISTRICT purposes ("Primary Uses"). GRANTEE acknowledges and agrees that any and all of GRANTEE's rights granted or implied by this Grant of Easement are secondary and subordinate to the Primary Uses by the DISTRICT, its successors, and its assigns. GRANTEE shall not, at any time, use or permit the public to use the Easement Area in any manner that will interfere with or impair the DISTRICT's Primary Uses of the Property. GRANTEE shall not fence the Easement Area without the prior written approval of DISTRICT, and GRANTEE shall remove any DISTRICT-approved fencing when requested to do so by DISTRICT.

3. **DISTRICT TITLE:** GRANTEE hereby acknowledges DISTRICT's title to the Property and agrees never to assail or resist said title.

4. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:**

(a) GRANTEE shall, prior to any construction, reconstruction, remodeling, excavation, installation, or plantings within the Easement Area, submit specific plans and specifications to DISTRICT for DISTRICT's prior review and approval, which approval shall be within DISTRICT's sole discretion to provide. DISTRICT's approval of plans and specifications will be in the form of a written permit issued by DISTRICT to GRANTEE that will include any additional DISTRICT requirements that will apply to GRANTEE's work within the Easement Area.

(b) Normal routine maintenance by GRANTEE of its Facilities within the Easement Area, including inspection and cleaning of GRANTEE's pipelines, shall not require prior notice to the DISTRICT under Section 4(a). GRANTEE shall perform maintenance of its Facilities so as to prevent damage to the Property.

5. **MODIFICATION, RELOCATION AND REMOVAL OF GRANTEE'S RECYCLED WATER FACILITIES:**

(a) This Grant of Easement is subject and subordinate to the prior and continuing right and obligation of DISTRICT, its successors and assigns, to use the Property for Primary Uses, and DISTRICT expressly reserves the right to use the Property for such Primary Uses. GRANTEE agrees that in its use of this Easement and the exercise of its rights under the Easement, it shall in no way interfere with DISTRICT's Primary Uses.

(b) GRANTEE maintains recycled water Facilities in the Easement Area. GRANTEE shall not allow a third party to connect to GRANTEE's recycled water Facilities in the Easement Area unless the DISTRICT provides prior written approval of the connection, which shall be within DISTRICT's sole discretion to provide. GRANTEE acknowledges and understands that the Property is within an engineered flood control channel and that relocation or modification of GRANTEE's recycled water Facilities may be necessary should the Property be required for the Primary Uses. If DISTRICT determines that relocation or modification of any portion of the recycled water Facilities is necessary for the Primary Uses, DISTRICT will provide GRANTEE written notice of the need to relocate or modify GRANTEE's recycled water Facilities ("Modification Notice"). The Modification Notice will include (a) DISTRICT's proposal for relocating or modifying the recycled water Facilities, and (b) a date determined by DISTRICT by which GRANTEE shall modify or relocate the recycled water Facilities ("Completion Date"). DISTRICT will deliver the Modification Notice to GRANTEE as far in advance of the Completion Date as possible. Following DISTRICT's delivery of the Modification Notice, GRANTEE and DISTRICT shall take the following steps:

i. Within 45 days after receiving the Modification Notice, GRANTEE shall respond to DISTRICT in writing by acknowledging receipt of the Modification Notice and providing a timeline within which GRANTEE will modify or remove the recycled water Facilities. If GRANTEE desires to propose alternatives to the modification or removal of the recycled water Facilities, in its written response to the Modification Notice GRANTEE shall request that DISTRICT consider one or more reasonable alternatives to DISTRICT's required relocation or modification of the recycled water Facilities. DISTRICT, at its sole discretion, may or may not agree to consider reasonable alternatives, and DISTRICT will provide GRANTEE its determination in writing ("District Response").

- ii. If DISTRICT agrees in the District Response to consider reasonable alternatives to modification or removal of the recycled water Facilities, within six months following the mailing of the District Response, GRANTEE shall submit to DISTRICT one or more reasonable engineering or construction alternatives to DISTRICT's required modification or removal of GRANTEE's Facilities ("GRANTEE Alternative").
- iii. DISTRICT will consider, in good faith, a GRANTEE Alternative timely submitted by GRANTEE. However, DISTRICT shall have sole discretion to decide whether to accept and allow a GRANTEE Alternative.
- iv. Within 120 days after DISTRICT receives a GRANTEE Alternative, DISTRICT shall provide GRANTEE written notice of DISTRICT's final engineering or construction decision regarding the GRANTEE Alternative and the modification or relocation of GRANTEE's recycled water Facilities ("Final Notice"). If DISTRICT determines, in its sole discretion, that a GRANTEE Alternative will satisfy DISTRICT's purposes, then DISTRICT's Final Notice will indicate that DISTRICT will accept a GRANTEE Alternative. If DISTRICT accepts a GRANTEE Alternative, GRANTEE must pay DISTRICT, upon demand, the incremental increase in design, right of way acquisition, and construction costs that DISTRICT determines it will incur as a result of evaluating GRANTEE's alternative and incorporating the alternative into DISTRICT's plans.
- v. If DISTRICT determines, in its sole discretion, that DISTRICT-proposed relocation or modification of the recycled water Facilities is necessary to accommodate DISTRICT's Primary Uses and that a GRANTEE Alternative is not acceptable, DISTRICT's Final Notice will notify GRANTEE of the same. GRANTEE, at GRANTEE's sole cost and expense, shall complete the DISTRICT-required modification or relocation of the recycled water Facilities as soon as practicable after receiving the Final Notice, provided that GRANTEE shall complete the modification or relocation no later than 30 months after receiving the Final Notice, unless a later date is specified in the Final Notice.
- vi. If DISTRICT determines that it is possible to grant GRANTEE replacement easements in DISTRICT's Property without compromising DISTRICT's Primary Uses of the Property, DISTRICT will consider granting replacement easements to GRANTEE to complete the required relocation or modification of GRANTEE's recycled water Facilities.
- vii. Following relocation or modification of its recycled water Facilities, GRANTEE shall deliver an executed quitclaim deed to DISTRICT, to quitclaim all of GRANTEE's interest in the property from which GRANTEE's recycled water Facilities are removed.
- viii. If DISTRICT determines that state or federal grant funds are available to pay GRANTEE's costs to relocate GRANTEE's recycled water Facilities, and if DISTRICT determines it has available staff to seek the funds, DISTRICT will request those grant funds on GRANTEE's behalf. GRANTEE shall bear DISTRICT's cost to pursue that grant funding, and if DISTRICT secures any such funding, the funding will be used to cover the costs to relocate GRANTEE's recycled water Facilities to the extent allowed by the terms of the grant. Within 30 days after receiving a DISTRICT demand for reimbursement, GRANTEE shall reimburse DISTRICT for DISTRICT's costs to seek the above grant funding on GRANTEE's behalf. These costs will include, but may not be limited to, the cost of DISTRICT staff time calculated based on then-current fully-loaded hourly rates.

- ix. The parties acknowledge that relocating the recycled water Facilities would be a complex project and would require significant planning and design efforts. Accordingly, if GRANTEE demonstrates a good faith effort to comply with the above timelines but is unable to do so, GRANTEE will apply to DISTRICT for approval of a reasonable extension of the timelines, which approval DISTRICT may not unreasonably withhold.
6. **MODIFICATION OF GRANTEE'S SEWER FACILITIES:** GRANTEE, at its sole cost and expense, will modify its sewer Facilities, including but not limited to existing manholes and incidental structures, within DISTRICT's property if DISTRICT determines such modification is required for a Grayson Creek channel widening project, or for other Primary Uses. If any such modification is required, GRANTEE shall include in the modification making the manhole covers watertight.
7. **DAMAGE TO DISTRICT PROPERTY:** If any DISTRICT Property, facilities, landscaping, or other improvements are removed or damaged as a result of the use of the Easement Area by GRANTEE, or any person or entity acting under GRANTEE's direction or control, DISTRICT, at its sole discretion, will either (a) repair or replace the removed or damaged Property, facilities, landscaping, or other improvements and require GRANTEE to reimburse DISTRICT for DISTRICT's repair and replacement costs, or (b) require GRANTEE, at its sole cost and expense, to repair or replace the Property, facilities, landscaping, or other improvements. Any such repairs or replacements must return the Property, facilities, landscaping, or other improvements to the condition they were in immediately prior to their removal or damage, or to a better condition, as determined by DISTRICT. If DISTRICT requires GRANTEE to complete the repairs or replacements and GRANTEE either (a) fails to commence the required work within 30 days after being directed to do so by DISTRICT (or any reasonable extension as DISTRICT may agree to in writing), or (b) fails to complete the required work within a reasonable time thereafter as determined by DISTRICT, DISTRICT may complete the work at the expense of GRANTEE. If DISTRICT performs any repair or replacement work under this Section 7, within 30 days after receiving DISTRICT's demand for payment, GRANTEE shall reimburse DISTRICT for all costs DISTRICT incurs to complete the work, and GRANTEE shall be required to pay any legal expenses DISTRICT incurs to collect such costs from GRANTEE. The obligations contained in this Section 7 shall survive the expiration or other termination of this Grant of Easement.
8. **DAMAGE TO GRANTEE'S FACILITIES:** DISTRICT has no responsibility for the protection, maintenance, damage to, or removal of GRANTEE's facilities, appurtenances or improvements caused by or resulting from DISTRICT's use of the Property or work or operation thereon. It is the sole responsibility of GRANTEE to provide and maintain adequate protection and surface markings for its own facilities. However, if GRANTEE's properly marked, protected and maintained facilities are damaged by the negligence or willful misconduct of DISTRICT, including DISTRICT's contractors or agents, DISTRICT shall repair the damage at its sole cost and expense or, at the discretion of and upon written notice from DISTRICT, the damage shall be repaired by GRANTEE and the actual cost of such repair shall be reimbursed by DISTRICT.
9. **NON-EXCLUSIVE EASEMENT:** The Easement granted hereunder is non-exclusive. This Easement is subject and subordinate to (a) DISTRICT's Primary Uses, and (b) all existing rights, rights of way, licenses, reservations, franchises and easements in the Property that are of record, or that would be evident from a physical inspection or accurate survey of the Property. Nothing contained herein shall be construed to prevent DISTRICT from granting other easements, franchises, licenses or rights of way over said lands, provided however, that said subsequent uses do not unreasonably prevent or obstruct GRANTEE's easement rights hereunder.

10. **INDEMNIFICATION, AS-IS CONDITION OF PROPERTY:**

(a) In the exercise of all rights under this Easement, GRANTEE is responsible for any and all injury to the public, to persons and to property arising out of or connected with GRANTEE's use of the Property. GRANTEE shall indemnify, defend, save, protect and hold harmless, DISTRICT, its officers, agents, employees and contractors from and against any and all threatened or actual loss, damage (including foreseeable and unforeseeable consequential damages), liability, claims, suits, demands, judgments, orders, costs, fines, penalties or expense of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees, (hereinafter collectively referred to as "Liabilities") to persons or property, direct or consequential, to the extent directly or indirectly contributed to or caused by the granting of this Easement, GRANTEE's operations, acts or omissions pursuant to this Easement, or the GRANTEE's use of the Easement, save and except the proportion of Liabilities arising through the negligence or willful misconduct of the DISTRICT, its officers or employees. GRANTEE acknowledges that the Property subject to this Easement is in a flood control area. GRANTEE agrees that GRANTEE shall never have, claim, or assert any right or action against DISTRICT or the County of Contra Costa in the event of damage to or disruption of GRANTEE's facilities caused or contributed to by flooding or water, and GRANTEE shall indemnify, defend, save, protect and hold DISTRICT harmless from all Liabilities resulting from such damage or disruption.

(b) GRANTEE further agrees to defend, indemnify, save, protect and hold harmless, DISTRICT from any and all claims, costs, actions or proceedings to attack, set aside, void, abrogate or annul this Grant of Easement or any act or approval of DISTRICT related thereto.

(c) GRANTEE accepts the Easement Area in an "as is" physical condition, with no warranty, guarantee, representation or liability, express or implied on the part of the DISTRICT as to any matter, including but not limited to the physical condition of the Property and/or the condition and/or possible uses of the land or any improvements thereon, the condition of the soil or the geology of the soil, the condition of the air, surface water or groundwater, the presence of known and unknown faults, the presence of any known hazardous substance, materials, or other kinds of contamination or pollutants of any kind in the air, soil, groundwater or surface water, or the suitability of the Property for the construction and use of the improvements thereon. It shall be the sole responsibility of GRANTEE, at its sole cost and expense, to investigate and determine the suitability of the soil, water, geologic, environmental and seismic conditions of the Property for the intended use contemplated herein, and to determine and comply with all building, planning and zoning regulations relative to the Property and uses to which it can be put. GRANTEE relies solely on GRANTEE's own judgment, experience and investigations as to the present condition of the Property or its suitability for GRANTEE's intended use and is not relying in any manner on any representation or warranty by DISTRICT. GRANTEE agrees that neither GRANTEE, nor its heirs, successors or assigns will ever claim to have, and will not assert, any right or action against DISTRICT for any loss, damage or other matter arising out of or resulting from the presence of any known hazardous substance or any other known condition of the Property at the commencement of the Easement or from the release of any hazardous substance in, on or around any part of the Property or in the soil, water, subsurface strata or ambient air by any person or entity other than the DISTRICT following the commencement of this Easement. As used herein, "hazardous substance" means any substance, material or waste which is or may become designated, classified or regulated

as being "toxic," "hazardous" or a "pollutant" under any federal, state or local law, regulation or ordinance. Nothing in this section is intended in any way to restrict the right of GRANTEE to seek contribution or indemnity from any person or entity other than DISTRICT whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property.

(d) To the extent permitted by law, GRANTEE shall indemnify, defend, save, protect and hold the DISTRICT harmless from and against any and all claims, demands, liabilities, expenses, (including without limitation attorneys' fees and consultants fees), penalties, damages, consequential damages and losses, and costs (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and from and against the preparation of any cleanup, remediation, closure or other required plans where such action is required or necessary prior to or following the termination of the Easement), of any kind or nature, to the extent caused or contributed to by GRANTEE's operation or performance under this Easement, or GRANTEE's use, release or disposal of any hazardous substance, including all costs, claims, damages (including property and personal injury) caused by the uncovering, release or excavation of hazardous materials as a result of GRANTEE's construction, reconstruction, maintenance, use, replacement, or removal of its facilities, to the extent that such activities increase the costs attributable to the cleanup or remediation of such hazardous materials.

(e) The obligations contained in this Section 10 shall survive the expiration or other termination of this Grant of Easement.

11. **NO WARRANTIES:** GRANTEE understands and acknowledges that DISTRICT makes no representations, warranties or guarantees of any kind or character express or implied, with respect to the Property, and GRANTEE is entering into this transaction without relying in any manner on any such representation or warranty by DISTRICT.
12. **ABANDONMENT:** In the event GRANTEE discontinues use of all or any portion of the Easement hereby granted for a period of ten years, then all of GRANTEE's rights in and to such portion of the Easement will cease and terminate. In the event GRANTEE uses the Easement for a purpose other than the purposes for which it is granted, then all of GRANTEE's rights in and to the Easement will cease and terminate and shall immediately revert to and vest in the DISTRICT or its successor. Upon any termination of GRANTEE's rights hereunder and upon request by DISTRICT, at its sole discretion, GRANTEE, at its sole cost and expense, shall (a) either remove all of GRANTEE's Facilities from the Easement Area, or abandon them in place, and (b) restore the Property to a condition equivalent to or better than its original condition, as determined by DISTRICT. If GRANTEE fails to satisfy its obligations under this Section 12, DISTRICT may remove GRANTEE's Facilities from the Easement Area or abandon them in place and, upon demand by DISTRICT, GRANTEE shall reimburse DISTRICT for the costs DISTRICT incurs to complete that work. Upon the removal or abandonment-in-place of GRANTEE's Facilities under this Section 12, GRANTEE shall execute and deliver to DISTRICT any Quitclaim Deeds required by the DISTRICT to quitclaim to DISTRICT all rights of GRANTEE under this Grant of Easement.
13. **NOTICES:** All notices, consents, or other instruments or communications provided for under this Easement must be in writing, signed by the party giving the notice, and will be deemed properly given and received when (i) actually delivered to the addressee in person, or (ii) on the next business day if sent via prepaid overnight courier service for next business day delivery, or (iii) three business days after depositing same in the United States Mails, if sent by registered or certified mail, postage prepaid to:

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

Central Contra Costa Sanitary District
Engineering Department
Planning and Development Services Division
5019 Imhoff Place
Martinez, CA 94553
Attn: Engineering and Technical Services Manager

14. **NO ASSIGNMENT OF EASEMENT; NO THIRD-PARTY USE:** No rights granted hereunder shall be transferred, apportioned or assigned without the prior written approval of DISTRICT, which shall be within DISTRICT's sole discretion to provide. GRANTEE shall not license or otherwise allow third parties to use of any portion of the Easement Area without obtaining the prior written approval of DISTRICT, which shall be within DISTRICT's sole discretion to provide.
15. **NO SECONDARY RIGHTS.** Except for the secondary right of access expressly granted under this Grant of Easement, nothing in this Grant of Easement shall be deemed or construed to grant any secondary rights to GRANTEE to use an area of DISTRICT's Property outside of the Easement Area for any purpose whatsoever.
16. **ENTIRE AGREEMENT:** This grant of easement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
17. **CONSTRUCTION:** This grant of easement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Grant of Easement and their attorneys have read and reviewed this Grant of Easement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this grant of easement.
18. **SUCCESSORS AND ASSIGNS:** This indenture and all the covenants herein contained shall inure to the benefit of and binding upon the heirs, successors and assigns of the respective parties hereto.
19. **ENFORCEABLE TERMS:** If any term or provision of this Grant of Easement is held to be invalid or unenforceable, the remainder of this Grant of Easement is not affected.
20. **GOVERNING LAW AND LITIGATION VENUE:** This Grant of Easement is governed by the laws of the State of California.

[Remainder of page left blank – signatures on next page.]

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this _____ day of _____, 2021.

CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

CENTRAL CONTRA COSTA
SANITARY DISTRICT

By _____
Diane Burgis
Chair, Board of Supervisors

By _____
David R. Williams
President of the Board of Directors

RECOMMENDED FOR APPROVAL:

By: _____
Brian M. Balbas
Chief Engineer

By: _____
Katie Young
Secretary of the Board of Directors

By: _____
Jessica L. Dillingham
Principal Real Property Agent

Date _____

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

APPROVED AS TO FORM

By: _____
Stephen M. Siptroth
Deputy County Counsel

By: _____
Kenton L. Alm
Counsel for the District

CPD:dw

G:\realprop\CCCSD Interceptor\Final FCD-Central San Easement 5-21-20 SMS.doc

EXHIBIT "A-1"

REAL PROPERTY in the city of Pleasant Hill, county of Contra Costa, state of California described as follows:

Portions of the parcel of land described in the Grant Deed to the Contra Costa County Flood Control and Water Conservation District (CCCFC&WCD) recorded on July 26, 1967 in Book 5418 of Official Records of said county at page 632 (5418 O.R. 632) together with portions of the parcel of land described in the Grant Deed to CCCFC&WCD recorded on January 14, 1970 in Book 6044 of Official Records of said county at page 356 (6044 O.R. 356) described as follows:

Parcel 10 (FCPID 5203)

A 10-foot wide strip of land the centerline of which is described as follows:

Commencing at a found Contra Costa County monument having coordinates of (Y) 2,183,691.32 feet and (X) 6,110,009.24 feet North American Datum of 1983, Zone 0403, GPS Epoch 2002.00 [NAD83(2002.00)], said monument being located at the intersection of Second Avenue and Contra Costa Boulevard as shown upon the map entitled Subdivision MS 188-80 "County Square" filed July 15, 1981 in Book 96 of Parcel Maps at page 19 (96 PM 19), Contra Costa County Records; thence south 7° 56' 39" east 425.63 feet (south 7° 56' 54" east 425.67 feet - 96 PM 19) along the Contra Costa County monument line to a found Contra Costa County monument located on Contra Costa Boulevard as shown upon said map (96 PM 19), last said monument having coordinates of (Y) 2,183,269.78 feet and (X) 6,110,068.06 feet [NAD83(2002.00)]; thence leaving said monument line south 29° 39' 25" west 677.48 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING the following 21 courses: (1) south 82° 03' 20" west 20.00 feet, (2) south 2° 59' 10" east 184.23 feet, (3) south 7° 35' 51" west 86.54 feet, (4) south 15° 36' 23" west 143.30 feet,



Date: September 05, 2018

(5) south 23° 12' 30" west 138.58 feet, (6) south 14° 09' 57" west 63.79 feet, (7) south 8° 24' 29" east 72.62 feet, (8) south 23° 40' 32" east 277.61 feet, (9) south 31° 17' 22" east 84.79 feet, (10) south 38° 31' 57" east 94.24 feet, (11) south 43° 29' 46" east 168.77 feet, (12) south 55° 34' 47" east 69.09 feet, (13) south 68° 35' 51" east 129.54 feet, (14) south 37° 09' 44" east 27.69 feet, (15) south 58° 28' 43" west 75.24 feet, (16) south 71° 29' 23" east 125.89 feet to a point herein after referred to as **Point 'A'**, thence from said **Point 'A'** (17) south 71° 29' 23" east 10.55 feet, (18) south 31° 39' 50" west 17.83 feet, (19) south 49° 27' 12" east 21.92 feet, (20) south 74° 32' 34" east 92.39 feet, (21) south 52° 37' 30" east 110.71 feet to a point herein after referred to as **Point 'B'**.

Containing a total of 20,043 square feet, more or less.

Parcel 11 (FCPID 5204)

All that portion of herein above referenced CCCFC&WCD parcel (6044 O.R. 356) bounded on the northeast by herein above described Parcel 10, bounded on the northwest by a line from the herein above referenced **Point 'A'** which bears south 69° 53' 41" west 74.40 feet to the southwesterly line of said CCCFC&WCD parcel (6044 O.R. 356) and bounded on the southeast by a line from the herein above referenced **Point 'B'** which bears (1) south 37° 22' 30" west 5.00 feet and (2) south 25° 51' 38" west 15.93 feet to the southwesterly line of said CCCFC&WCD parcel (6044 O.R. 356).

Containing a total of 4525 square feet, more or less.

Parcel 12A (FCPID 5205)

A 20-foot wide strip of land the centerline of which is described as follows:

Beginning at herein above said **Point 'B'**; thence north 1° 35' 59" west 144.26 feet; thence north 32° 59' 54" east 10.31 feet to the northeasterly line of herein above referenced CCCFC&WCD parcel (5418 O.R. 632).

Containing a total of 3089 square feet, more or less.

Date: September 05, 2018



Parcel 12B (FCPID 5206)

A 20-foot wide strip of land the centerline of which is described as follows:

Beginning at herein above said **Point 'B'**; thence south $0^{\circ} 02' 52''$ east 724.77 feet; thence south $38^{\circ} 02' 43''$ west 250.00 feet to a point which bears north $1^{\circ} 30' 08''$ west 593.26 feet from a found standard monument having coordinates of (Y) 2179659.57 and (X) 6110249.42 [NAD83(2002.00)], said monument being located on College Way as shown upon the subdivision map entitled "Tract 2051" recorded on October 27, 1954 in Book 56 of Maps at page 9 (56 M 9), Contra Costa County Records, from which a similar found standard monument located at the intersection of College Way and College Drive as shown upon said map (56 M 9) and having coordinates of (Y) 2179661.56 and (X) 6110564.26 [NAD83(2002.00)] bears north $89^{\circ} 38' 16''$ east 314.85 feet (north $89^{\circ} 38' 08''$ east 314.86 feet – Record 56 M 9).

Containing a total of 6253 square feet, more or less.

Unless otherwise specified, bearings and distances shown herein are based on the North American Datum of 1983, Zone 0403, GPS Epoch 2002.00. Multiply grid distances shown herein by 1.00005927 to obtain ground distances.

Attached hereto is a plat designated CCCFC&WCD drawing number "FA-20118" and entitled Exhibit "B-1" and by this reference made a part hereof.


Date: September 05, 2018



EXHIBIT "B-1"

CENTRAL CONTRA COSTA SANITARY DISTRICT

Sheet 1 of 6

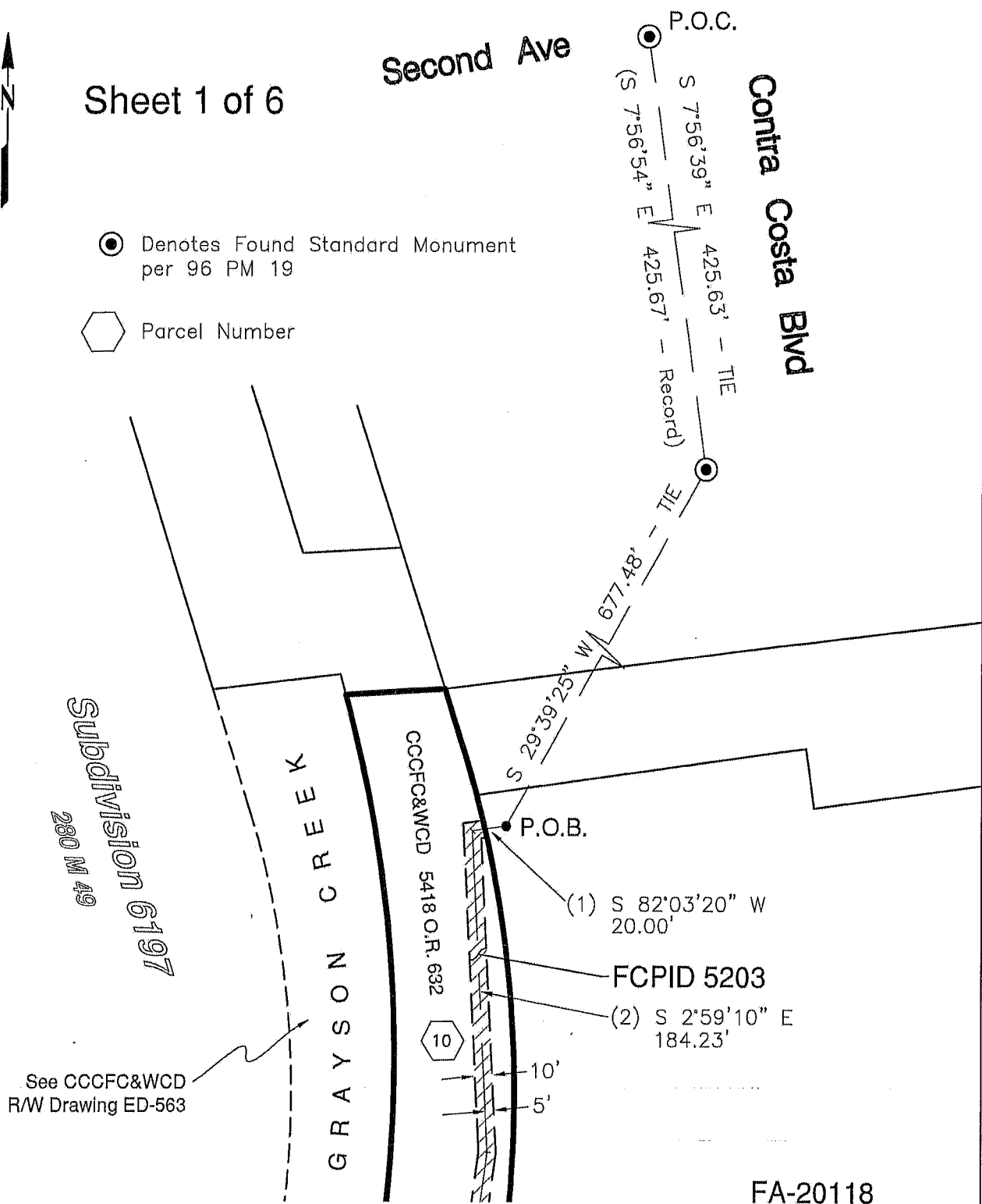
Second Ave

Contra Costa Blvd



⊙ Denotes Found Standard Monument per 96 PM 19

⬡ Parcel Number



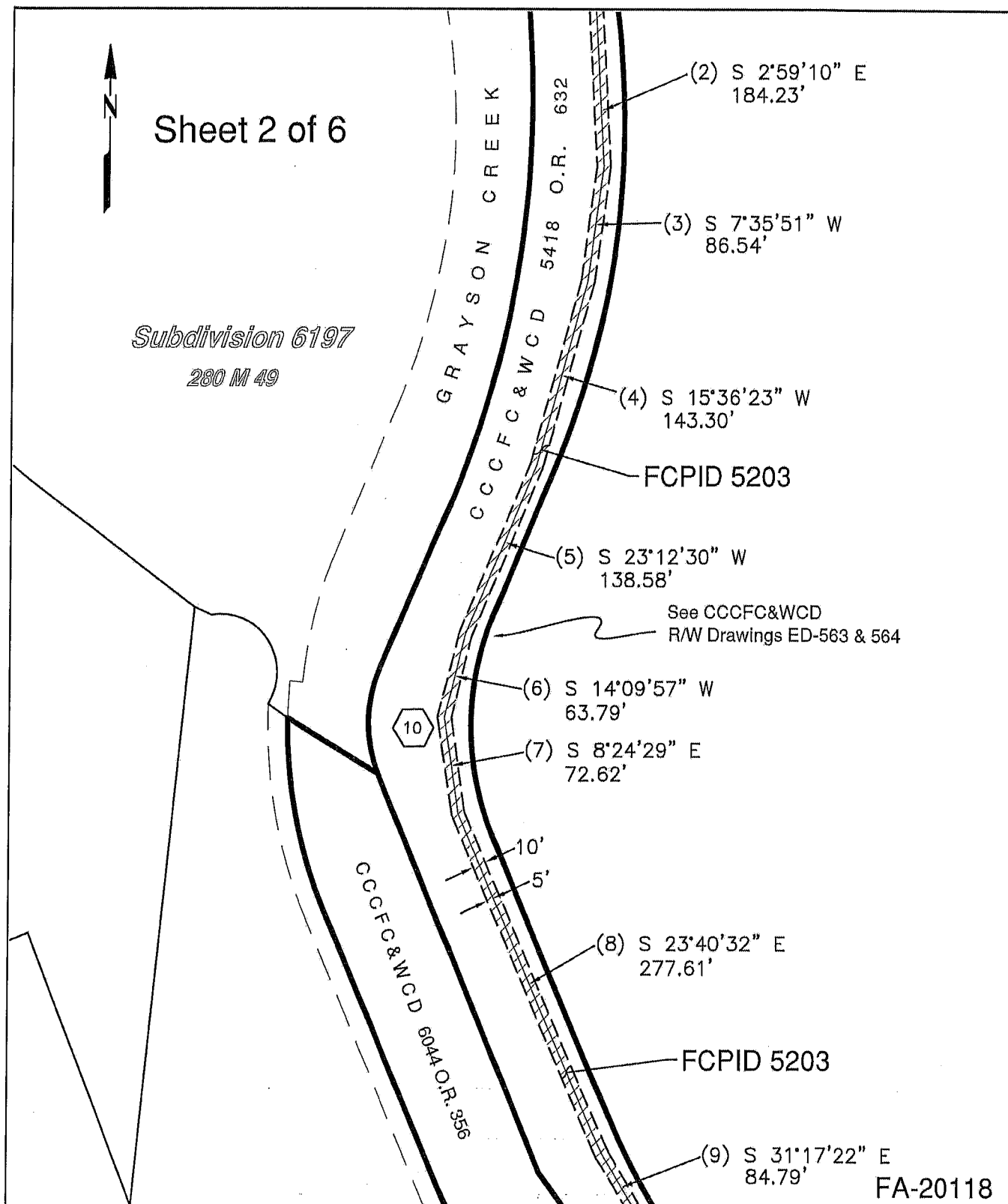
See CCCFC&WCD
R/W Drawing ED-563

FA-20118

DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B1	JOB NO.: 4985
SCALE: 1" = 80'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 10

EXHIBIT "B-1"

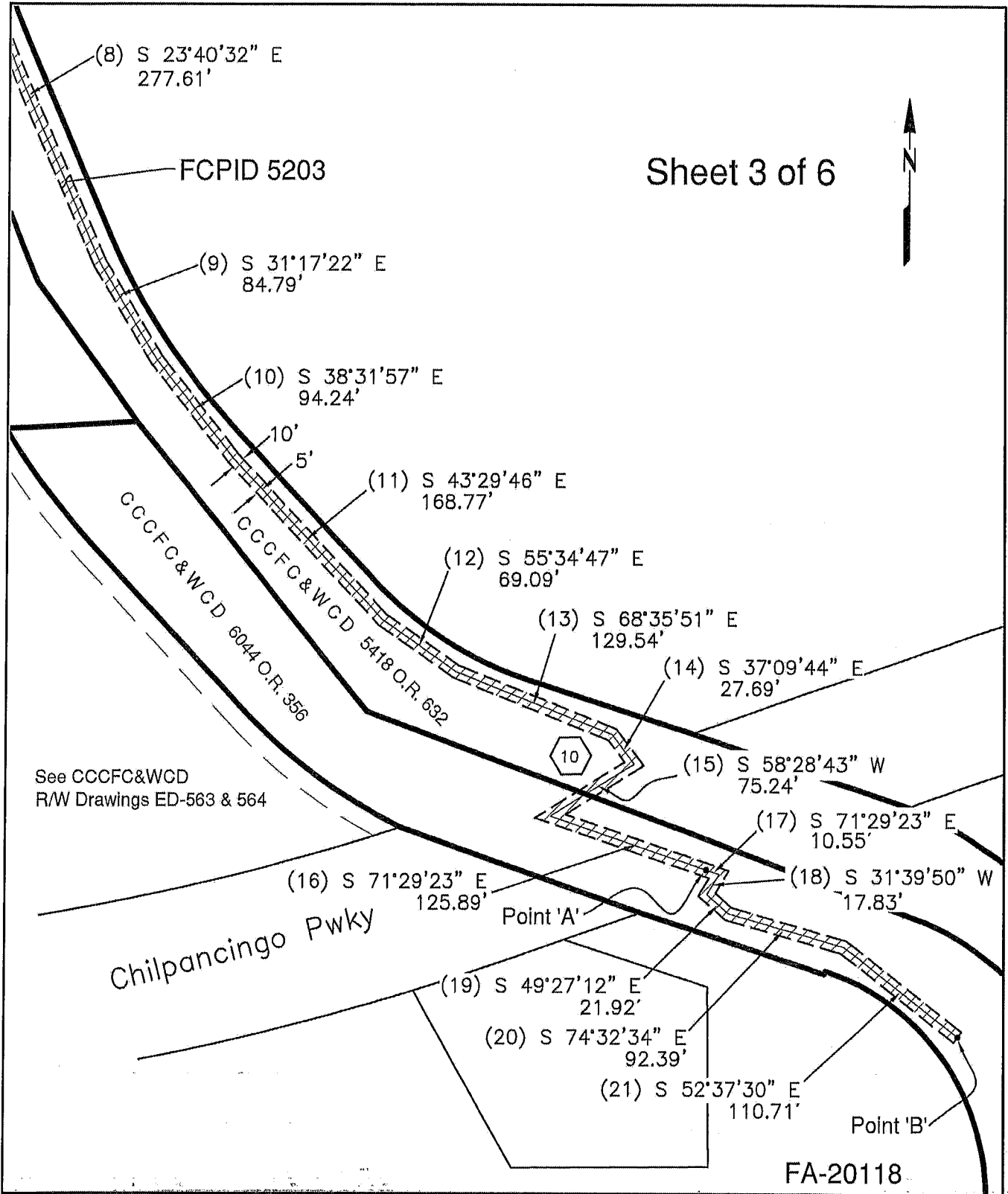
CENTRAL CONTRA COSTA SANITARY DISTRICT



DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B2	JOB NO.: 4985
SCALE: 1" = 100'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 10

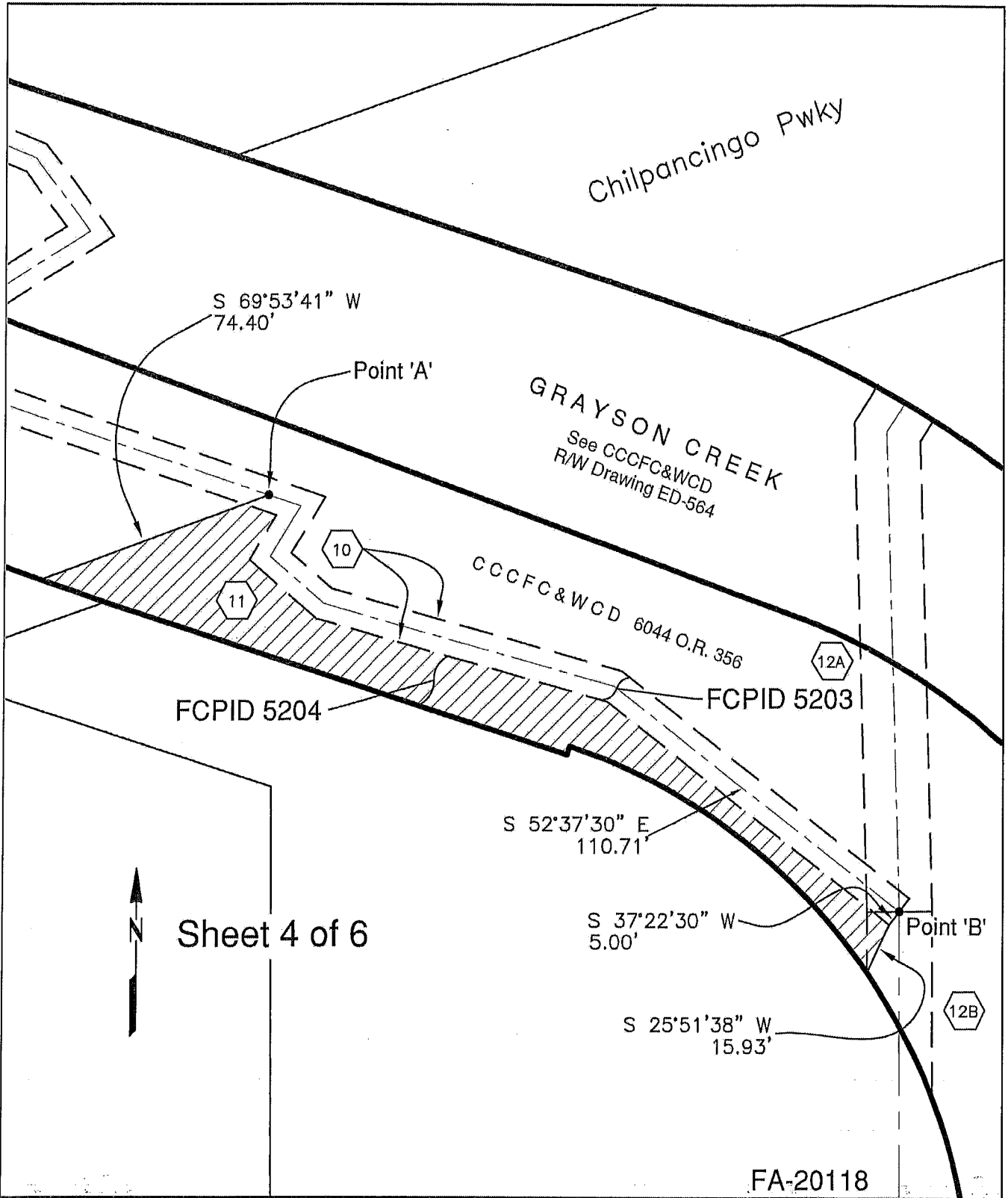
EXHIBIT "B-1"

CENTRAL CONTRA COSTA SANITARY DISTRICT



DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B2	JOB NO.: 4985
SCALE: 1" = 100'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 10

EXHIBIT "B-1"
CENTRAL CONTRA COSTA SANITARY DISTRICT



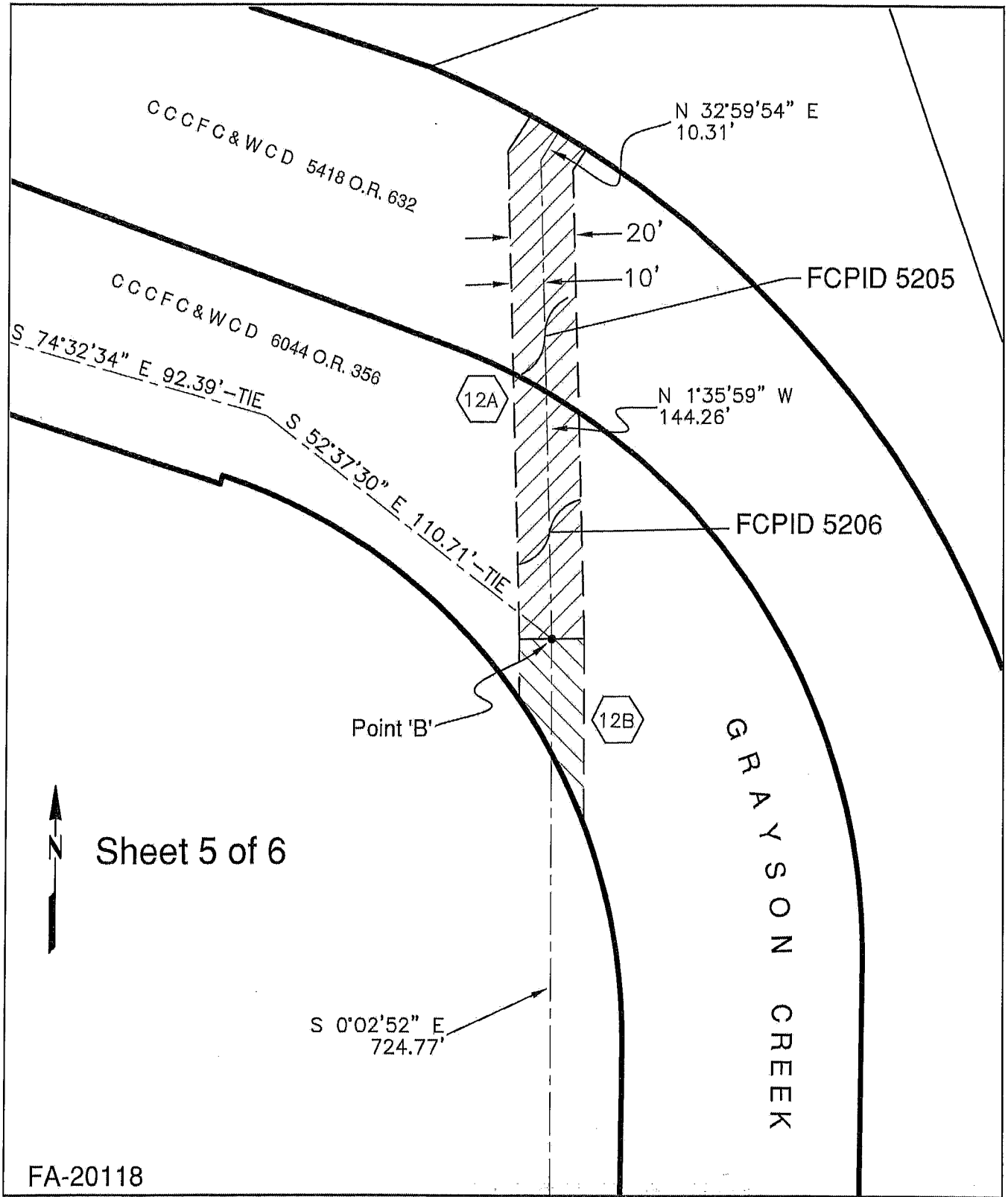
Sheet 4 of 6

FA-20118

DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B2	JOB NO.: 4985
SCALE: 1" = 40'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 11

EXHIBIT "B-1"

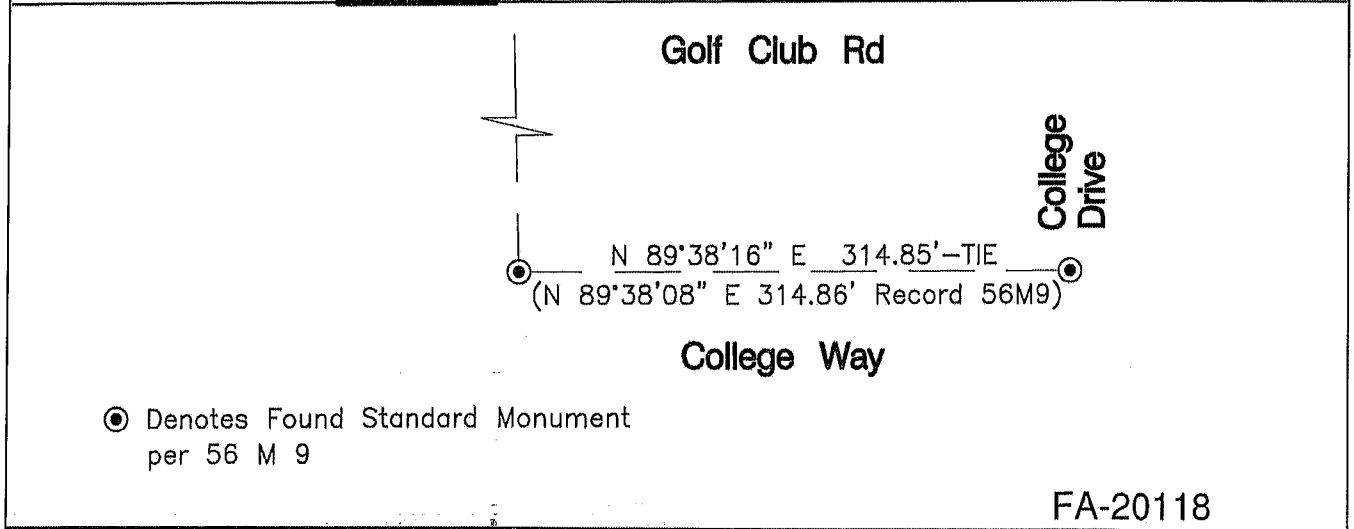
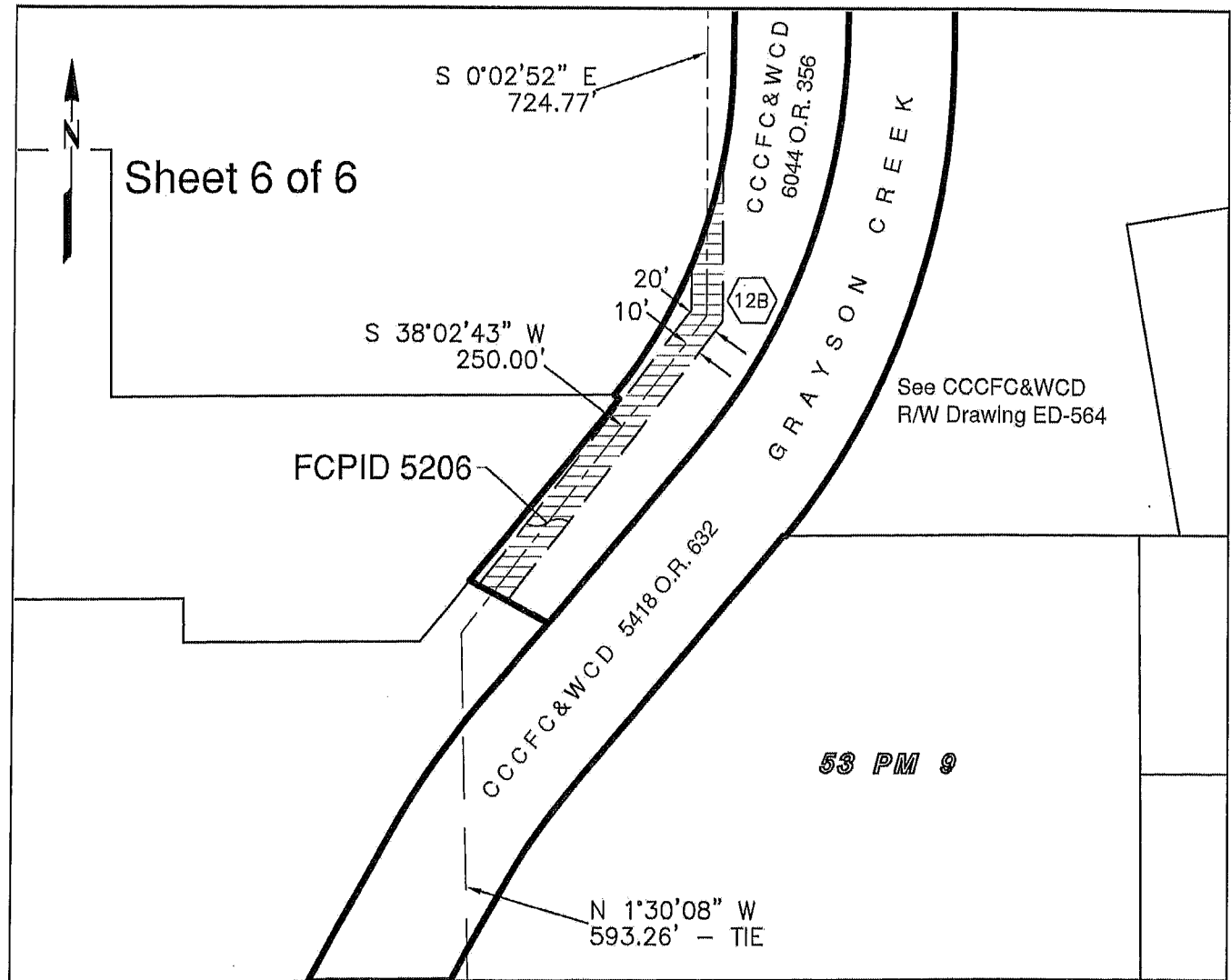
CENTRAL CONTRA COSTA SANITARY DISTRICT



FA-20118

DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B2	JOB NO.: 4985
SCALE: 1" = 40'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 12A & 12B

EXHIBIT "B-1"
CENTRAL CONTRA COSTA SANITARY DISTRICT



DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B3	JOB NO.: 4985
SCALE: 1" = 100'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 12B

EXHIBIT "A-2"

REAL PROPERTY in the city of Pleasant Hill, county of Contra Costa, state of California described as follows:

Parcel 33 (FCPID 5207)

Portion of the parcel of land described in the Corporation Grant Deed to Contra Costa County Flood Control and Water Conservation District (CCCFC & WCD) recorded on June 9, 1958 in Book 3174 of Official Records of said county at page 384 (3174 O.R. 384) said parcel being also the parcel of land described in the Grant Deed to CCCFC & WCD recorded on June 9, 1958 in Book 3174 of Official Records of said county at page 387 (3174 O.R. 387), described as follows:

All that portion of above referenced parcel of land (3174 O.R. 384 & 3174 O.R. 387) lying within a 20-foot wide strip of land the centerline of which is described as follows:

Commencing at a found standard monument as shown upon the Corner Record filed with the County Surveyor of said county on February 13, 2008 in Book 105 of Corner Records at page 50 (105 CR 50), said monument located on Ruth Drive, 75 feet more or less southerly of the intersection of the centerlines of Ruth Drive and Lois Court as set in the location of the iron pipe shown upon the subdivision map entitled "Gregory Gardens Unit No.5" recorded June 23, 1950 in Book 40 of Maps at page 42 (40 M 42), Contra Costa County Records, said standard monument having coordinates of (Y) 2176008.85 feet and (X) 6110397.02 feet North American Datum of 1983, Zone 0403, GPS Epoch 2002.00 [NAD83(2002.00)]; thence north 2° 37' 27" east 104.62 feet (north 2° 37' 34" east 104.64 feet – Calculated Record 40 M 42) to a similar found standard monument as shown upon said Corner Record (105 CR 50) as set in the location of the iron pipe upon said map (40 M 42), said standard monument having coordinates of (Y) 2176113.36 feet and (X) 6110401.81 feet [NAD83(2002.00)]; thence north 46° 22' 50" west 356.49 feet to the POINT OF BEGINNING; thence

Date: September 05, 2018



from said POINT OF BEGINNING the following 4 courses: (1) south 24° 28' 20" east 269.32 feet, (2) south 16° 46' 19" west 694.02 feet, (3) south 3° 02' 00" west 285.24 feet, (4) south 43° 40' 36" west 184.04 feet to a point which bears north 4° 10' 19" east 356.08 feet from a found standard monument accepted as shown upon the Corner Record filed with the County Surveyor of said county on February 13, 2008 in Book 105 of Corner Records at page 49 (105 CR 49), said monument located on Ardith Drive, 524 feet more or less northeasterly of the intersection of the centerlines of Ardith Drive and Kathleen Drive as set in the location of the iron pipe shown upon the subdivision map entitled "Gregory Gardens Unit No. 4" recorded May 2, 1950 in Book 40 of Maps at page 12 (40 M 12), Contra Costa County Records, said standard monument having coordinates of (Y) 2174676.58 feet and (X) 6109886.94 feet [NAD83(2002.00)] and which bears north 19° 36' 55" east 577.95 feet (north 19° 35' 02" east 578.00 feet – Record 40 M 12) from a similar found standard monument as shown upon the Corner Record filed with the County Surveyor of said county on February 13, 2008 in Book 106 of Corner Records at page 1 (106 CR 1) as set in the location of the iron pipe shown upon said map (40 M 12), said standard monument having coordinates of (Y) 2174132.17 feet and (X) 6109692.92 feet [NAD83(2002.00)].

Containing a total of 11,551 square feet, more or less.

Unless otherwise specified bearings and distances shown herein are based on the North American Datum of 1983, Zone 0403, GPS Epoch 2002.00. Multiply grid distances shown herein by 1.00006421 to obtain ground distances.

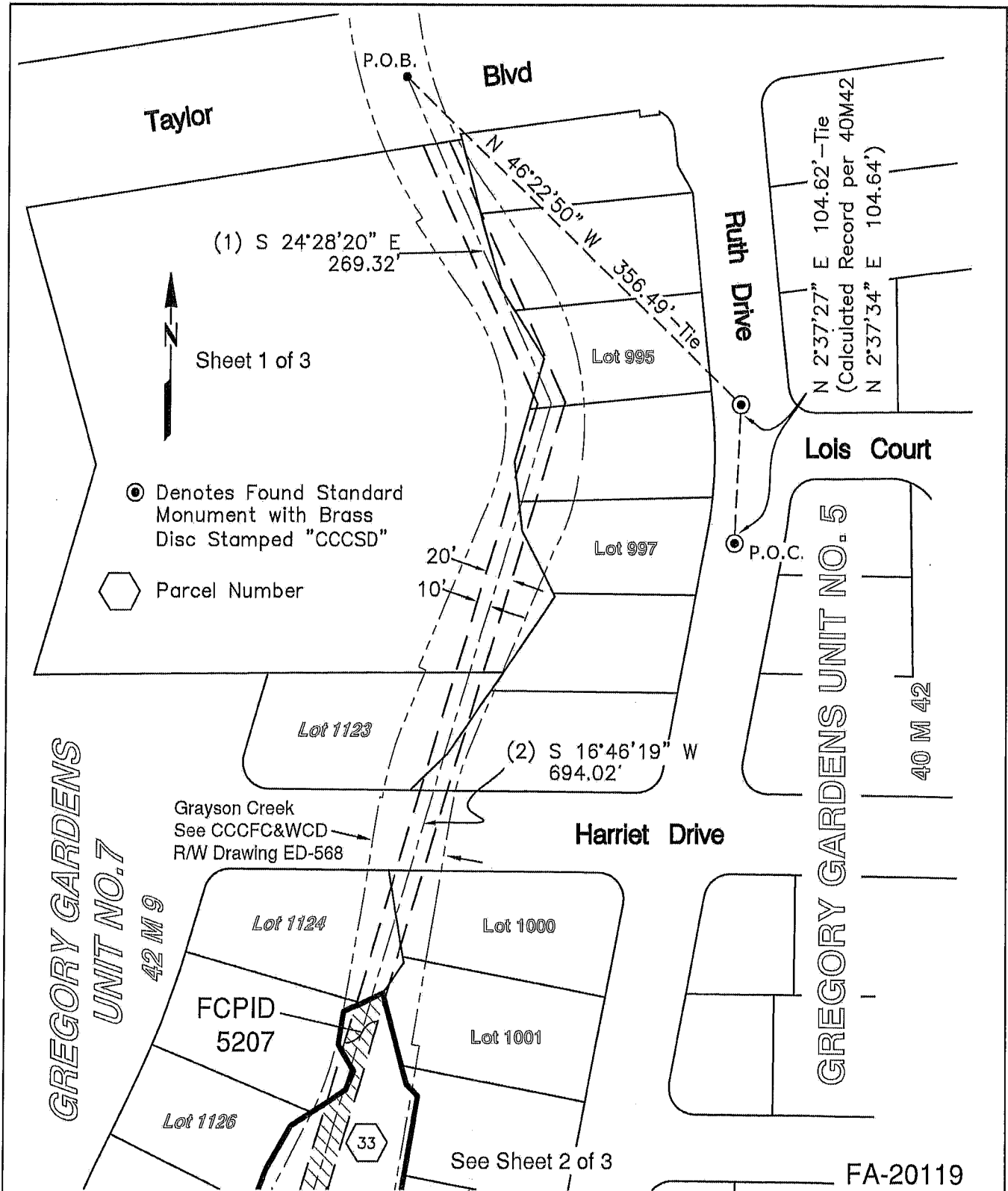
Attached hereto is a plat designated CCCFC&WCD drawing number "FA-20119" and entitled Exhibit "B-2", also Exhibit "C-2a", Exhibit "C-2b", and Exhibit "C-2c" and by this reference made a part hereof.


Date: September 05, 2018



EXHIBIT "B-2"

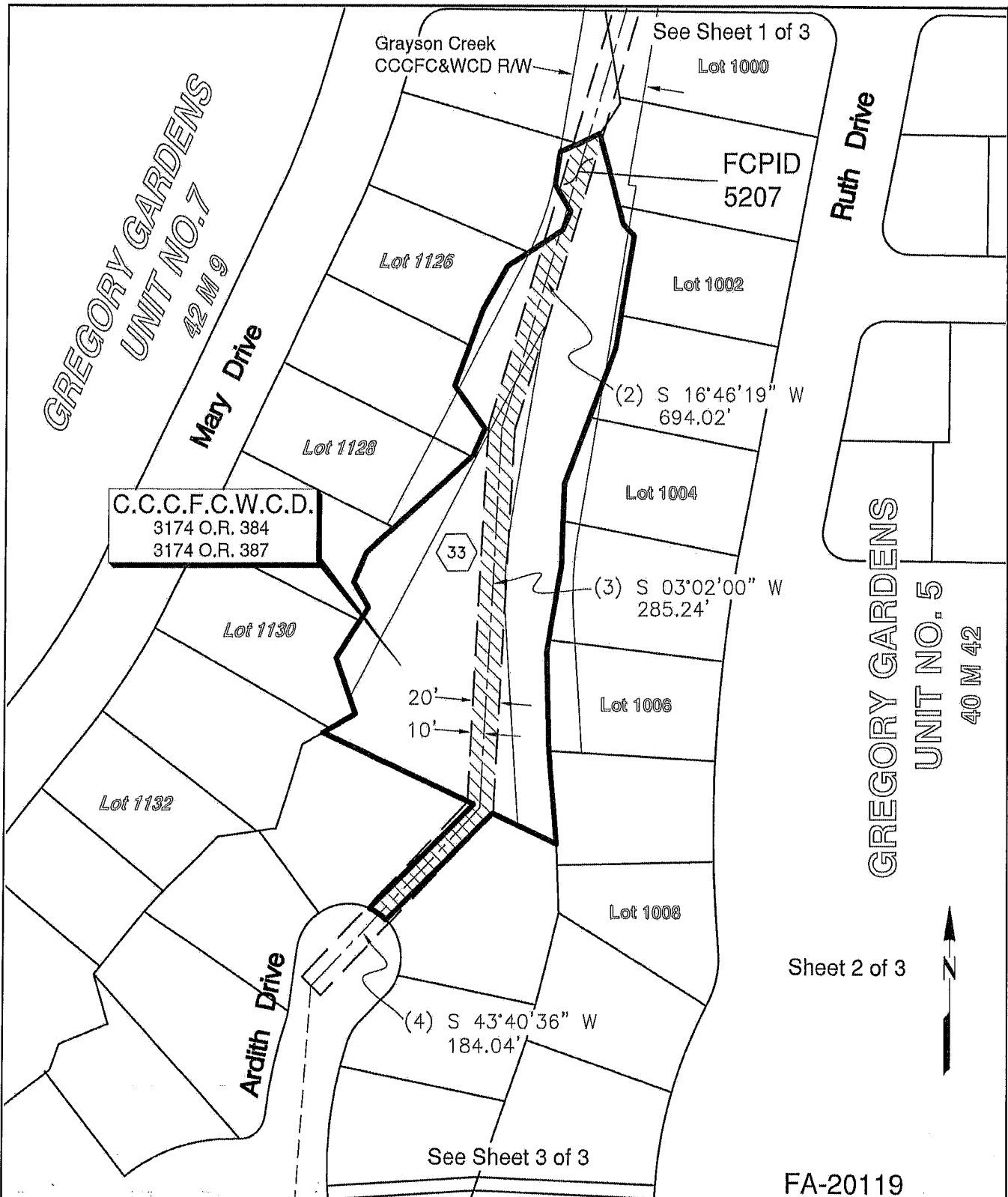
CENTRAL CONTRA COSTA SANITARY DISTRICT



DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B5	JOB NO.: 4985
SCALE: 1" = 100'	DATE: 10/02/18	CO. ASSMT. NO.: 153-161-001	PARCEL NO.: 33

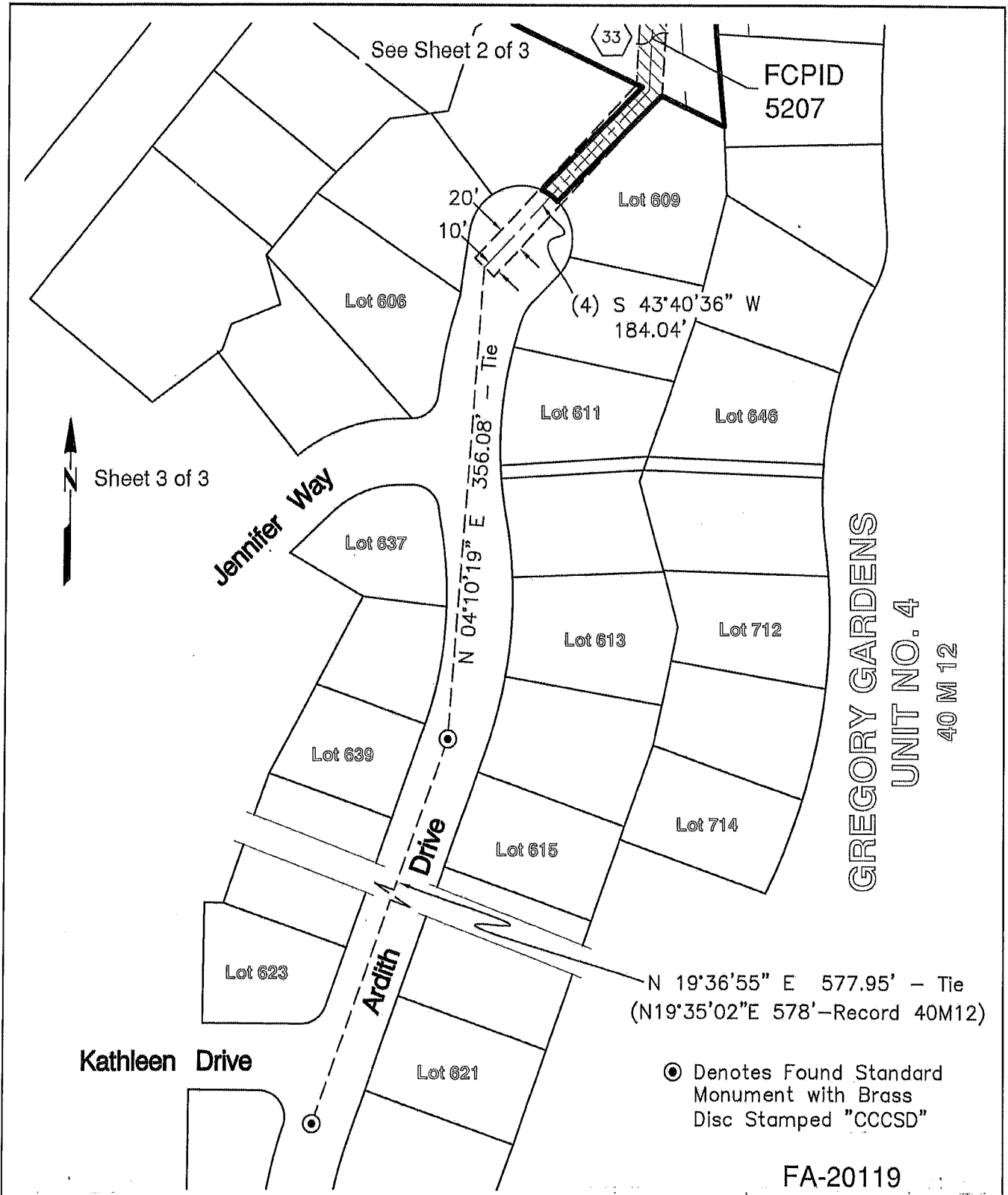
EXHIBIT "B-2"

CENTRAL CONTRA COSTA SANITARY DISTRICT



DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B5	JOB NO.: 4785
SCALE: 1"=100'	DATE: 10/02/18	CO. ASSMT. NO.: 153-161-001	PARCEL NO.: 33

EXHIBIT "B-2"
CENTRAL CONTRA COSTA SANITARY DISTRICT

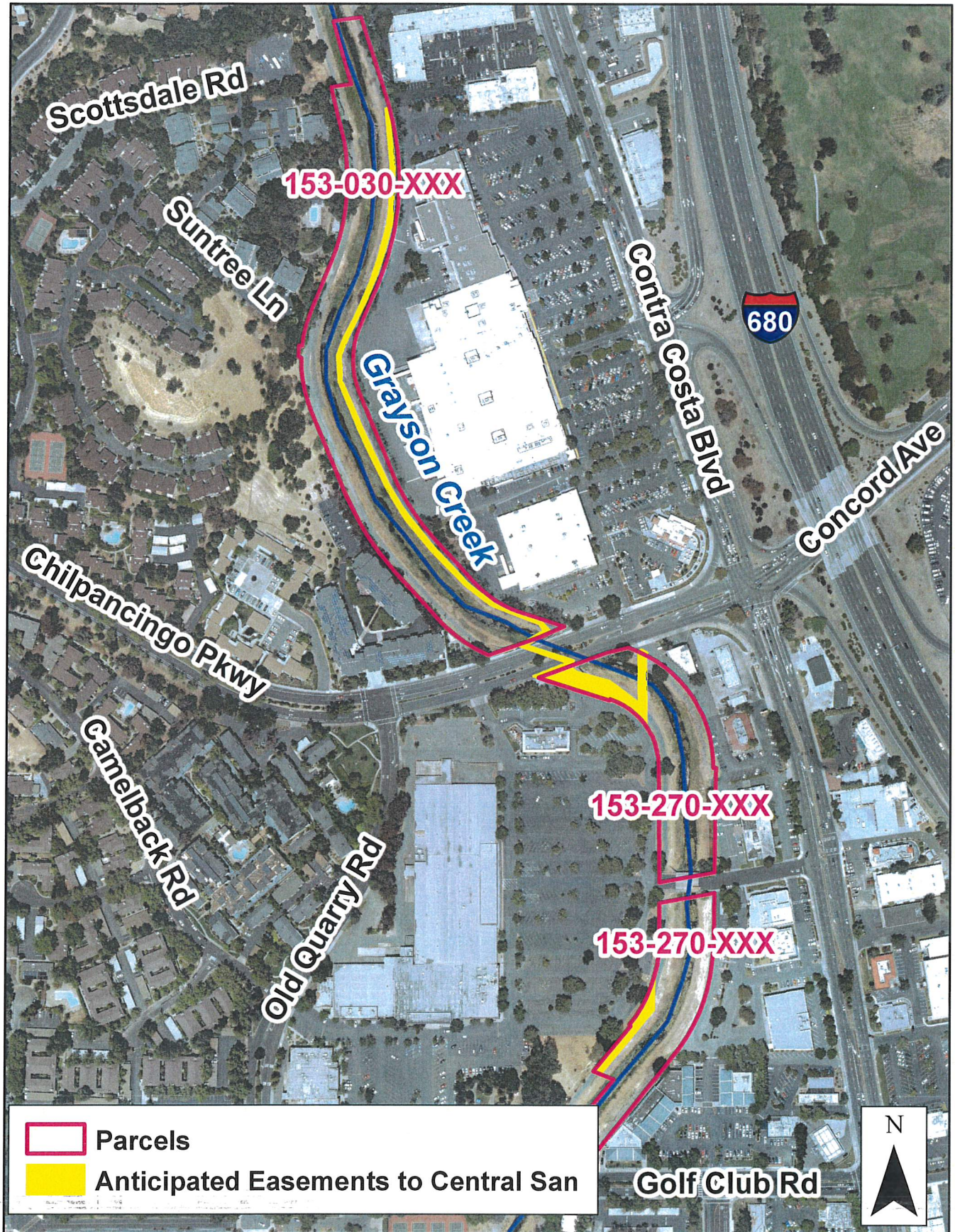


⊙ Denotes Found Standard Monument with Brass Disc Stamped "CCCSD"

FA-20119

DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B5	JOB NO.: 4985
SCALE: 1"=100'	DATE: 10/02/18	CO. ASSMT. NO.: 153-161-001	PARCEL NO.: 33

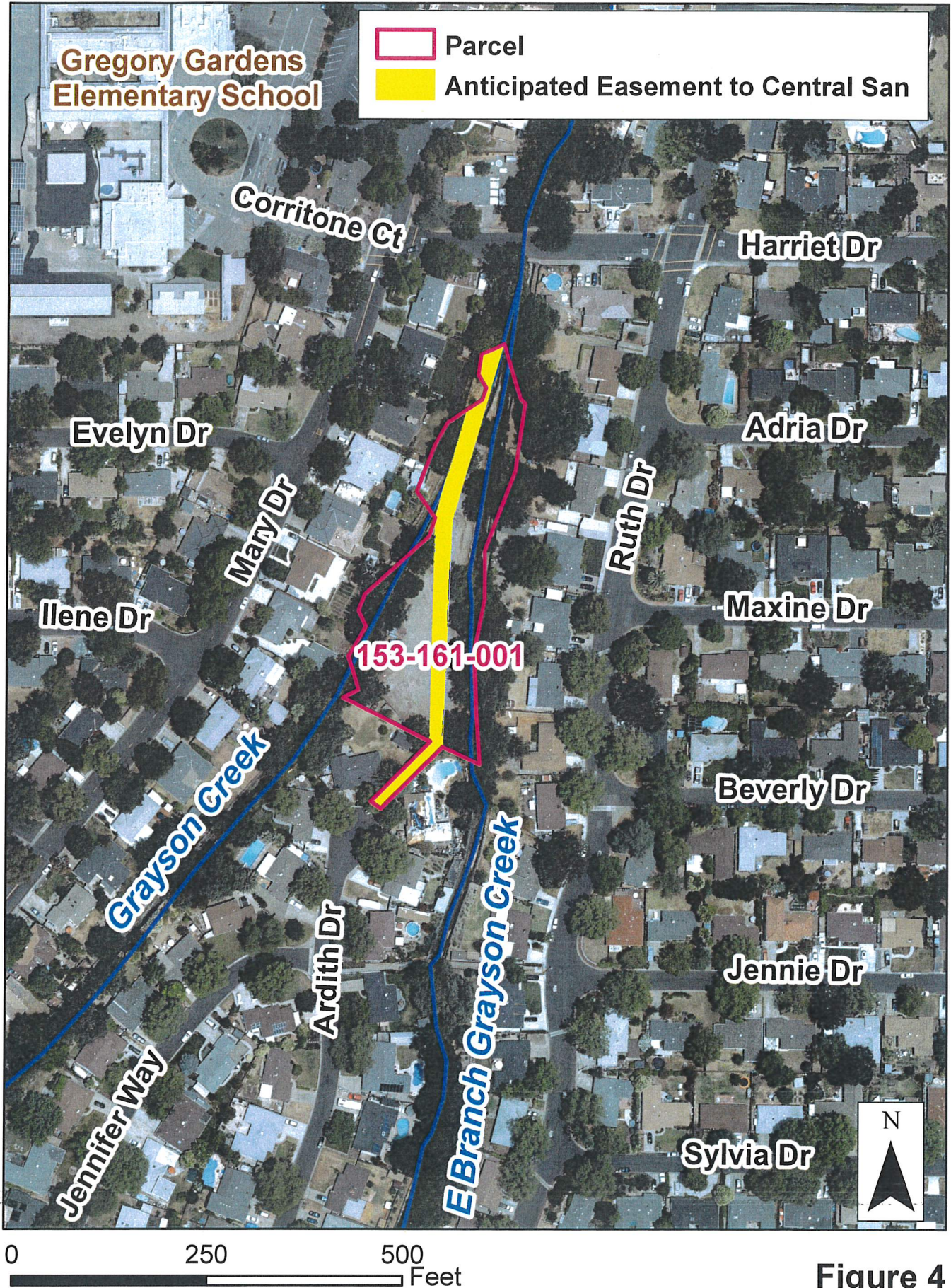
Issuance of Flood Control Grants of Easement (FCP 629-98) Central San Interceptor/Recycled Water Project



0 500 1,000 Feet

Figure 3

Issuance of Flood Control Grants of Easement (FCP 629-98) Central San Interceptor/Recycled Water Project





**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: March 2, 2021

Subject: Grant Funds Available for Buchanan Field & Byron Airports from FAA through the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA)

RECOMMENDATION(S):

AUTHORIZE the Director of Airports to submit applications to the Federal Aviation Administration (FAA) for grants for capital improvement projects and/or operating revenue expenditures for Byron Airport and/or Buchanan Field Airport to enable the County to participate in the economic stimulus funding specifically being made available to airports as part of the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA).

APPROVE and AUTHORIZE the Chair of the Board of Supervisors or the Director of Airports to sign one or more Statement of Acceptance, or similar document, to accept grant funds from the FAA as part of CRRSA.

FISCAL IMPACT:

There is no negative impact on the General Fund. Grant funds would be deposited in the Airport Enterprise Fund and used to fund operations at Buchanan Field Airport and Byron Airport. The grants would not need to be repaid and would be subject to standard FAA grant assurances.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Keith Freitas (925)
681-4200

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

By: , Deputy

cc:

BACKGROUND:

The Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) was passed by Congress and signed into law on December 27, 2020. As part of CRRSA, \$2 billion in economic stimulus has been made available to airports, through the FAA, to support airports in the United States. The funding provides airports with funding to prevent, prepare for, and respond to the COVID-19 pandemic. The purpose of this board order is to ensure that Contra Costa County has the ability to apply for and accept CRRSA funds for both County airports.

Typically, the FAA issues about \$3 billion in Airport Improvement Program (AIP) grants annually. In April 2020, the FAA issued \$10 billion in CARES Act relief funds, through which Contra Costa County accepted \$1,122,000 in grants for both Buchanan Field and Byron Airports. Now the FAA has been provided an additional \$2 billion in CRRSA relief funds.

Revenue at the County's airports is generated by ground leases, hangar rentals and usage fees. These revenues pay for the airports' operating expenses, including airport management, operations, and facility maintenance. Many of the airports' tenants are small businesses that have been negatively impacted by the economic fallout of the Coronavirus. As a result, staff anticipates County airports' revenues and cash flow will suffer until there is a complete economic recovery.

The grant funds being made available to airports under CRRSA is money that the Airports Division can use to fund operations, including paying salaries. The FAA has already indicated it will make approximately \$13,000 and \$57,000 in CRRSA grant funding available to Byron Airport and Buchanan Field Airport, respectively.

Byron Airport and Buchanan Field Airport continue to be significant economic engines and to provide jobs growth opportunities for Contra Costa County. The grant funds available through CRRSA will strengthen the ability of the County's airports to continue these trends during the next 12 months.

CONSEQUENCE OF NEGATIVE ACTION:

The County may not receive the FAA grant funding made available to Byron Airport and Buchanan Field by CRRSA. This may result in lost economic and jobs opportunity for Byron Airport, Buchanan Field and Contra Costa County.



**Contra
Costa
County**

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

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Alexandre Baniyas, Dariotis Group Restaurants, Inc. (dba The Old Spaghetti Factory), Terry C. Lim, Nickloas E. J. Pitts (3), and CSAA Insurance for Oliver Symonds. DENY amended claim filed by Nickolas E.J. Pitts (2) and Lamar Lavall Scott.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Alexandre Baniyas: Personal injury claim resulting from vehicle accident estimating \$50,000 in damages.
Dariotis Group Restaurants, Inc., dba The Old Spaghetti Factory: Property claim for collecting fees and taxes after emergency closure due to coronavirus in excess of \$10,000.
Terry C. Lim: Property claim for damage to vehicle in the amount of \$819.49
Nickolas E. J. Pitts: Personal injury claim for injuries caused by alleged excessive force during jail altercation in the amount of \$1,500,000.
Nickolas E. J. Pitts: Personal injury claim for wrongful disclosure of information by West County Detention Facility staff in the amount

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

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Scott Selby
925.335.1400

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of \$50,000.

Nickolas E. J. Pitts: Property claim for lost or damaged property while in custody in the amount of \$15,000.

CSAA Insurance for Oliver Symonds: Property claim for damage to vehicle in the amount of \$8,864.64

Nickolas E. J. Pitts: Amended claim for failure to protect claimant while incarcerated in the amount of \$200,000.

Nickolas E. J. Pitts: Amended claim for personal injury based on conditions at West County Detention Facility in the amount of \$300,000.

Lamar Lavall Scott: Amended claim for injuries sustained in vehicle accident in the amount of \$506,000.



**Contra
Costa
County**

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

Subject: Deny Claim filed by BNSF Railway Company

RECOMMENDATION(S):

DENY the claim filed by BNSF Railway Company, in the total amount of \$288,448.14, plus interest, in unitary property taxes paid for tax year 2016/17.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

BNSF Railway Company ("Claimant") has filed a claim for refund of property taxes for tax year 2016/2017 against the County and a number of other counties, essentially alleging that a statutory formula used to calculate its property tax rate violates federal law and the California Constitution. Its claim for refund of property taxes against the County for tax year 2016/2017 is in the amount of \$288,448.14. [The claim is provided in Attachment A.] Claimant previously sought a refund of property taxes for tax years 2014/2015 and 2015/2016 on the same grounds, which the County denied. Other counties appear to be denying the claims for tax year 2016/2017.

In November 2019, BNSF also filed a lawsuit

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Rebecca Hooley (925)
655-2254

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

By: , Deputy

cc: Bob Campbell, Laura Strobel

BACKGROUND: (CONT'D)

against the County and fourteen other counties in federal court, BNSF Railway Company v. Alameda County, et al., U.S. Dist. N.D. Cal., Case No. 19-cv-07230, contesting its property tax rate for 2014/2015 through 2019/2020 on the same grounds. Through that lawsuit, BNSF seeks injunctive and other equitable relief to prohibit the counties from levying and collecting taxes on its railway property at a rate that is higher than the average countywide tax rate, on the ground that this practice violates federal law.

BNSF filed a motion for a preliminary injunction to enjoin defendant counties from collecting taxes on BNSF's railway property based on a tax rate that is higher than the average countywide tax rate for 2019/2020 and each subsequent year for the pendency of the litigation. Following a hearing, the court granted BNSF's motion by an order dated April 8, 2020. The counties appealed the district court's order to the Court of Appeals for the Ninth Circuit. The case has been fully briefed for hearing.

ANALYSIS:

Under the California Constitution, certain property owned or used by railway companies, among others, is annually assessed by the State Board of Equalization ("BOE"). (Cal. Const., article XIII, § 19.) The amount of such "unitary property" assessments are allocated to each county by the BOE. (See Rev. & Tax. Code, §§ 100, 100.11.)

The Auditor-Controller for the County uses the amount of unitary property assessments annually provided by the BOE to calculate the amount of taxes to be levied on these unitary properties in accordance with a formula mandated by state law (Rev. & Tax. Code, §§ 100, 100.11.) Based on this formula, the unitary tax rate for 2016/17 was 1.5959%. The Auditor-Controller has confirmed that the rate was correctly calculated pursuant to the State law, and the Office of the State Controller has deemed it correct.

Claimant argues that it is entitled to a partial refund of such taxes on the grounds that the taxes were illegally levied because the formula used to calculate the rate is unconstitutional and violates federal statute. However, the County is given no discretion on its calculation of the unitary tax rate; it is a mandated formula set by the State. Because of this, the Auditor-Controller has no power to declare it unenforceable "on the basis of it being unconstitutional unless an appellate court has made a determination that such statute is unconstitutional." [Cal. Const., Art. III, § 3.5(a).]

CONSEQUENCE OF NEGATIVE ACTION:

Failure to take the recommended action would result in the interest continuing to accrue on a potential court-ordered refund of property taxes.

ATTACHMENTS

Attachment A - BNSF Claim for 2016-2017



Alan M. Annis, Director of Taxes
BNSF Railway Company
P.O. Box 961089
Fort Worth, Texas 76161-0089
Tel: (817) 352-3418
Fax: (817) 593-6758
Email: alan.annis@bnsf.com

November 20, 2020

Via Certified Mail (9214 8901 9403 8325 9602 34)
Return Receipt Requested

RE: CLAIM FOR REFUND OF TAXES AND/OR PENALTIES PAID

Clerk of the Board of Supervisors
County of Contra Costa
651 Pine Street
1st Floor, Room 106
Martinez, CA 94553-1229

To Whom It May Concern:

Attached is a Claim for Refund of Property Tax Payments in accordance with the provisions of Chapter 5, Article I, of the California Revenue and Taxation Code (commencing with Section 5096). I am (we are) herewith filing this claim with the Board of Supervisors of the County of Contra Costa and ask that a refund of taxes and/or penalties be made for the amounts in the attached Claim for Refund of Tax Payment(s).

Should you have any questions concerning this matter, please contact me directly at (817) 352-3418.

Sincerely,

A handwritten signature in cursive script that reads "Alan M. Annis".

Alan M. Annis
Director of Taxes

enclosure

**COUNTY OF CONTRA COSTA
CLAIM FOR REFUND OF TAX PAYMENT(S)**

Claimant's Name: First: BNSF Railway Company Last: _____
 Mailing Address: P. O. Box 961089 City: Fort Worth
 State: Texas Zip: 76161-0089 Contact No.: (817) 352-3418

Account Number: 804
 Property Address: Unitary Property in SBE TRA 000-002 City: N/A Zip: N/A

In accordance with the provisions of Chapter 5, Article I, of the California Revenue and Taxation Code (commencing with Section 5096), I am (we are) herewith filing this claim with the Board of Supervisors of the County of Contra Costa, and ask that a refund of taxes and/or penalties be made for the following amounts:

Fiscal Year(s) Refund is Claimed	Date(s) Taxes Paid	Amount of Tax Claim	Amount of Penalty Claim	Total Amount
2016-17	12/06/2016 & 04/03/2017	\$288,448.14		\$288,448.14

I (we) claim that the whole assessment (part of the assessment) for the year(s) as shown is (are) void for the following reasons (use attachments if necessary):
See Attached Exhibit A.

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct; that the taxes and/or penalties sought to be refunded were paid within four years prior to the filing of this claim; that the amounts herein claimed are correct; and no part thereof has been refunded to the claimant or to any other person for claimant's benefit; and if acting on behalf of a legal entity, I am duly authorized to act on behalf and that the title shown below is true and correct.

Date: Nov. 20, 2020 Signature: Title: VP & General Tax Counsel

Exhibit A

BNSF Railway Company

Factual Reasons the Tax was Illegally Levied and Collected

The tax rates applied to the assessed value of BNSF Railway Company's ("BNSF") property exceed the tax rates applicable to other commercial and industrial property in the various taxing districts within this county. These excessive tax rates violate Section 306(1)(c) of the Railroad Revitalization and Regulatory Reform Act of 1976, codified at 49 U.S.C. Section 11501(b)(3), which prohibits state and local governments from levying or collecting any ad valorem property tax on railroad property at a tax rate higher than the tax rate generally applicable to commercial and industrial property in the same assessment jurisdiction. To the extent that the tax rates applied to the assessed values of BNSF's property exceed the tax rates as calculated pursuant to the decision of the Ninth Circuit Court of Appeals in *Trailer Train Company v. State Board of Equalization*, 697 F.2d 860 (9th Cir.), cert. denied, 464 U.S. 846 (1983), the levy and collection of the excessive taxes violated Section 306(1)(c). The United States District Court Northern District of California recently agreed with BNSF's position when United States District Judge Haywood S. Gilliam, Jr. granted BNSF Railway Company's Motion for Preliminary Injunction when he ordered that the Defendant counties "are hereby **ENJOINED** through the pendency of this litigation until entry of a final judgment from levying or collecting ad valorem property taxes from Plaintiff on its unitary property based on a tax rate higher than the annual average tax rate of general property taxation calculated and reported for each county by the California State Board of Equalization under Cal. Rev. & Tax Code Section 11403." A copy of Judge Gilliam, Jr.'s Order is attached.

Therefore, the excessive taxes were illegally levied and erroneously and illegally collected, entitling BNSF to a refund of the excessive taxes with interest, costs, and attorney's fees as allowed by law, pursuant to Cal. Rev. & Tax Code Section 5096 et seq. and any other applicable statute, rule, and regulation.

This refund claim is being filed with the Board of Supervisors and/or the Treasurer/Tax Collector. Please contact Alan Annis at (817) 352-3418 for any further information.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BNSF RAILWAY COMPANY,
Plaintiff,
v.
ALAMEDA COUNTY, et al.,
Defendants.

Case No. 19-cv-07230-HSG

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
INJUNCTION**

Re: Dkt. No. 35

United States District Court
Northern District of California

Pending before the Court is Plaintiff BNSF Railway Company’s (“BNSF”) motion for a preliminary injunction (Dkt. No. 35 (“Mot.”)), for which briefing is complete. Dkt. Nos. 43 (“SD Opp.”), 44 (“Counties’ Opp.”), 53 (“Reply”). BNSF requests a preliminary injunction against fifteen counties (“Defendants,” or “Defendant Counties”) under 49 U.S.C. § 11501(b)(3), which prohibits applying higher tax rates to railroad property. On March 12, 2020, the Court held a hearing on the motion. Dkt. No. 58. The Court **GRANTS** the motion for preliminary injunction.

I. BACKGROUND

A. The 4-R Act

The 4-R Act (now codified at 49 U.S.C. § 11501 (“Section 11501”)) was passed in 1976 to “restore the financial stability of the railway system.” *Burlington N. R.R. v. Oklahoma Tax Comm’n*, 481 U.S. 454, 457 (1987). This was, in part, because railroads “are easy prey for State and local tax assessors,” as they are “nonvoting, often nonresident, targets for local taxation” that cannot easily remove themselves from the locality. *W. Air Lines, Inc. v. Board of Equalization of State of S.D.*, 480 U.S. 123, 131 (1987). Congress declared that state and local taxation schemes that discriminate against rail carriers “unreasonably burden and discriminate against interstate commerce.” 49 U.S.C. § 11501(b). As relevant here, Section 11501(b)(3) bans discriminatory tax

United States District Court
Northern District of California

1 rates, and provides that state and local governments may not “levy or collect an ad valorem tax on
2 rail transportation property at a tax rate that exceeds the tax rate applicable to commercial and
3 industrial property in the same assessment jurisdiction.” *Id.*

4 **B. California Property Taxation**

5 California’s system of taxation is, in a word, complicated. California law imposes an ad
6 valorem (*i.e.*, value-based) property tax on all property in the State, unless exempt, in proportion
7 to its assessed value. Cal. Const. Art. XIII, § 1. Taxation is a three-step process. First, the value
8 of taxable property is assessed. Next, the applicable tax rate is computed, typically expressed as a
9 percentage of assessed value. Finally, the tax is levied and collected from the taxpayer.

10 Most property in California, including general “commercial and industrial property,” is
11 “locally assessed,” meaning that county assessors determine the assessed value of the property for
12 tax purposes. *See* Declaration of Alan M. Annis, Dkt. No. 35-1, (“Annis Decl.”) ¶ 7. California
13 classifies and taxes the bulk of property in the state as either “secured” or “unsecured.” *See id.* ¶
14 8. The “secured roll” consists of most state-assessed property and that portion of locally assessed
15 property for which the taxes are secured by a lien on real property of a value sufficient to pay the
16 taxes. *See* Cal. Rev. & Tax. Code § 109. The “unsecured roll” consists of all other property, such
17 as personal property and possessory interests in tax-exempt land. *Id.*

18 Every year, each Defendant County’s board of supervisors determines the tax rates to be
19 applied in the county for locally assessed property and for unitary property, applying different
20 statutory formulas. Cal. Rev. & Tax. Code § 2151. Defendants’ respective auditors apply these
21 applicable tax rates to the assessed value shown on the assessment rolls. Cal. Rev. & Tax. Code §
22 2152. Then, Defendants’ respective tax collectors collect the taxes on unitary property at the
23 unitary rate determined by each county. Cal. Rev. & Tax. Code §§ 2605, 2610.5. Locally
24 assessed property, including commercial and industrial property, is assigned to a particular “Tax
25 Rate Area” within each county, based on the property’s location. *See* Annis Decl. ¶ 11.

26 For property on the secured tax roll, the annual ad valorem tax rate for each Tax Rate Area
27 is established as (a) a 1% general tax levy, typically used to fund general government services,
28 plus (b) an amount necessary to produce sufficient revenues to pay the interest and principal on

1 any voter-approved bonded indebtedness issued by the county or by the local agencies, school
2 entities, and special districts serving that Tax Rate Area. Cal. Rev. & Tax. Code § 93 (“Section
3 93”), enacted per Cal. Const. Art. XIII A, § 1 (“Proposition 13”). This latter portion of the Section
4 93 tax rate above the 1% base levy is known as the “debt service component.” Under Proposition
5 13, real property must be valued at its 1975 fair market value (as shown on the 1975-76
6 assessment roll), or thereafter, the fair market value when purchased, newly constructed, or a
7 change of ownership has occurred after the 1975 assessment (i.e., the occurrence of an “assessable
8 event”). Cal. Const., art. XIII, § 2(a).

9 The debt service component is the sum of separately calculated rates for each local agency,
10 school entity or special district with outstanding debt. To calculate the elements of the debt
11 service component, the County first determines how much revenue it will need to make debt
12 service payments for the upcoming year for the voter-approved debt of the local agency, school
13 entity, or special district. *See* Cal. Gov. Code § 29100. Next, the County determines the portion
14 of assessed property values on the secured roll subject to the voter-approved debt issued by the
15 local agency, school entity or special district (i.e., the property located within the boundaries of
16 each local entity). *Id.* The County then calculates the percentage of those total property values
17 that will produce the necessary revenues to service the debt issued by that local entity, after
18 allowances for delinquencies and annual changes to the roll, among other factors. *Id.* The debt
19 service component in each Tax Rate Area is the sum of these calculated percentages for every
20 local agency, school entity or special district serving that Tax Rate Area. The debt service
21 component is combined with the 1% base levy to compute the total property tax rate in each Tax
22 Rate Area for property on the secured roll.

23 The property tax rate for property on the unsecured roll is the secured roll tax rate for that
24 Tax Rate Area for the previous year. Cal. Rev. & Tax. Code § 2905. This rule is consistent with
25 the separate requirement that unsecured taxes are due each year before the County calculates the
26 secured tax rate for that year. *See* Cal. Rev. & Tax. Code § 2922.

27 In contrast, the State Board assesses the value of certain utility and railroad property
28 (including Plaintiff’s property). Cal. Rev. & Tax. Code § 721. The State Board assesses

1 Plaintiff's property using the principle of unit valuation, under which all of a taxpayer's assets,
 2 wherever located, are valued as a unit, and that unitary value is then allocated among particular
 3 taxing jurisdictions. *See Annis Decl.* ¶ 6. State-assessed property that is valued under the
 4 principle of unit valuation is also referred to as "unitary property." *See Cal. Rev. & Tax. Code* §§
 5 723, 723.1. Unit taxation provides a way to value and tax property in businesses for which the
 6 component parts of the business are valuable when considered as a whole, but worth less when
 7 considered in isolation. *See ITT World Commc'ns, Inc. v. City & Cnty. of S.F.*, 37 Cal. 3d 859,
 8 863 (Cal. 1985). For example, "ten miles of [railroad] track . . . 'would have a questionable value,
 9 other than as scrap, without the benefit of the rest of the system as a whole.'" *Am. Airlines, Inc. v.*
 10 *Cnty. of San Mateo*, 12 Cal. 4th 1110, 1126 (Cal. 1996) (internal citations and brackets omitted).

11 C. Taxation Applicable to Railways

12 Plaintiff's primary argument is that the tax rate applicable to its property is calculated
 13 under a different formula than the Section 93 tax rate for locally-assessed commercial and
 14 industrial property, resulting in a tax rate higher than the Section 93 tax rate. According to
 15 Plaintiff, first, under Cal. Rev & Tax. Code § 100.11, the value attributable to the state-assessed
 16 unitary property of a regulated railway company is generally allocated to a single countywide Tax
 17 Rate Area in each county in which the property is located. The "unitary" tax rate to be applied to
 18 these countywide tax rate areas is established in accordance with the formula in Cal. Rev. & Tax.
 19 Code § 100(b)(2) ("Section 100"). Cal. Rev. & Tax. Code § 100.11(a)(2)(B).

20 Section 100 (like Section 93) includes the base 1% tax levy. However, the additional
 21 unitary debt service component under Section 100 is calculated by taking the County's previous
 22 year's unitary debt service rate and multiplying it by the percentage change between the two
 23 preceding fiscal years in the County's ad valorem debt service levy for the secured roll (excluding
 24 unitary and operating nonunitary debt service levies). *See Mot.* at 8. Plaintiff contends that this
 25 formula has caused the Section 100 unitary tax rate to diverge from the Section 93 secured and
 26 unsecured tax rates. In particular, when a County's debt service needs increase, the secured and
 27 unsecured rates will not rise if property values also rise and keep pace with inflation. But under
 28 those same circumstances, the Section 100 unitary debt service rate will increase because it

1 depends on the absolute dollar amount of debt service.

2 The State Board calculates and publishes the annual “average rate of general property
 3 taxation” in each California county. Annis Decl. ¶¶ 24–26, 32. The State Board computes this
 4 average tax rate by dividing (a) the sum of the total ad valorem property tax levies in each county
 5 for each year, by (b) the total assessed value of all property in that county for that same year. *See*
 6 *Cal. Rev. & Tax. Code* § 11403. For the 2019-20 tax year, using the methods described above,
 7 Plaintiff contends that the Defendant Counties have levied property taxes at the unitary rate
 8 applicable in their respective assessment jurisdictions. Below are the alleged differences between
 9 the unitary rate applied to Plaintiff’s property and the Section 11501 “benchmark rate”:

County	2019-20 Plaintiff Unitary Rate	2019-20 Section 11501 Benchmark Rate
Alameda	2.5187%	1.241%
Contra Costa	1.6865%	1.148%
Fresno	1.370408%	1.181%
Kern	1.611299%	1.24%
Kings	1.326084%	1.087%
Madera	1.203169%	1.089%
Merced	1.4109014%	1.088%
Orange	1.28173%	1.064%
Plumas	1.11652%	1.089%
Riverside	1.76133%	1.164%
San Bernardino	1.3645%	1.144%
San Diego	1.62331%	1.142%
San Joaquin	1.6922%	1.145%
Stanislaus	1.38011%	1.103%
Tulare	1.4002%	1.113%

24 *See* Annis Decl. ¶33.¹

25
 26 ¹ The average rate difference for the Defendant Counties for the 2019-2020 fiscal year is only
 27 0.38%, while the median difference is 0.29%. Differences in prior years are generally even
 28 smaller. *See* Narciso Decl., ¶ 10 & Ex. 7. With these smaller differences, Defendants are correct
 that it is all the more important for Plaintiff to meet its burden of demonstrating that it has
 identified the tax rate applicable to the proper comparison class. However, most Defendants admit
 in their Answer (ECF No. 52 ¶ 34)—and San Diego states that it lacks sufficient information to

II. LEGAL STANDARD

1 The prohibition on tax rate discrimination is enforceable through an action for equitable
 2 relief in federal court. In enacting Section 11501, “Congress ... believed that a federal court
 3 remedy for carriers subject to discriminatory taxation was necessary because state courts were not
 4 providing them with a plain, speedy, and efficient remedy.” *Trailer Train Co. v. State Bd. Of*
 5 *Equalization*, 697 F.2d 860, 866 (9th Cir. 1983). Congress thus included in Section 11501 “a
 6 procedural component which authorizes victims of discrimination to seek injunctive relief in
 7 federal court.” *Id.* This provision specifically empowers federal courts to “grant such mandatory
 8 or prohibitive injunctive relief, interim equitable relief, and declaratory judgments as may be
 9 necessary to prevent, restrain, or terminate any acts in violation of [Section 11501],”
 10 notwithstanding 28 U.S.C. § 1341. *Id.* at 869 & n.16; *see* 49 U.S.C. § 11501(c).

11 Plaintiff contends that a preliminary injunction under Section 11501 is not governed by the
 12 traditional equitable criteria of likelihood of success, irreparable harm, balance of hardships, or
 13 public interest. *See* Mot. at 5 (citing *Trailer Train*, 697 F.2d at 869). Instead, because Section
 14 11501 specifically contemplates interim equitable relief, a preliminary injunction must issue
 15 “[w]here the trial court finds reasonable cause to believe that a violation of Section [11501] has
 16 been, or is about to be, committed.” *Burlington N. R. Co. v. Dep’t. of Revenue of State of Wash.*,
 17 934 F.2d 1064, 1074 (9th Cir. 1991); *BNSF Ry. v. Tenn. Dep’t of Revenue*, 800 F.3d 262, 268 (6th
 18 Cir. 2015) (“[A] railroad seeking injunctive relief under the 4-R Act need only demonstrate that
 19 there is ‘reasonable cause’ to believe a violation of the 4-R Act has occurred or is about to
 20 occur.”).

21 Defendants disagree, and contend that the Court should instead apply the traditional
 22 equitable criteria. Defendants believe that the Ninth Circuit’s decisions in *Burlington* and *Trailer*
 23 *Train* (as well as other circuit court decisions) misapplied—or failed to apply—the Supreme
 24 Court’s decision in *Weinberger v. Romero-Barcelo*, 456 U.S. 305 (1982), and instead incorrectly
 25 applied the Tenth Circuit’s standard in *Atchison, T. & S.F. Railway Co. v. Lennen*, 640 F.2d 255,
 26

27 _____
 28 state (ECF No. 51 ¶ 10)—that the tax rates set forth in the chart are the tax rates levied on Plaintiff
 by the Defendant Counties, and the 2019-2020 tax rates the State Board calculates pursuant to
 Section 11403 of the Revenue and Taxation Code.

United States District Court
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1 259-61 (10th Cir. 1981), the first instance in which the “reasonable cause” standard was applied to
2 an alleged 4-R Act violation.

3 Notwithstanding any arguments Defendants may wish to preserve for potential *en banc*
4 consideration on appeal, the Ninth Circuit has clearly decided this question. *See Burlington N.*,
5 934 F.2d at 1074 (“Issuance of preliminary injunctive relief in Section [11501] cases is not
6 governed by the traditional equitable criteria applicable in actions between private litigants”);
7 *Trailer Train*, 697 F.2d at 869 (“The standard requirements for equitable relief need not be
8 satisfied when an injunction is sought to prevent the violation of a federal statute which
9 specifically provides for injunctive relief. . . . Section [11501] clearly falls within this exception
10 because its subsection (c) specifically authorizes a district court to grant injunctive relief to
11 prevent a violation of the statute.”). This Court is bound to apply that clear holding unless the
12 “circuit authority is clearly irreconcilable with the reasoning or theory of intervening higher
13 authority.” *Miller v. Gammie*, 335 F.3d 889, 893 (9th Cir. 2003). The Court finds that no
14 intervening authority permits it to disregard the “reasonable cause” standard set out by the Ninth
15 Circuit in *Burlington* and *Trailer Train*.² Accordingly, the Court applies that standard, and will
16 issue a preliminary injunction if there is reasonable cause to believe that a violation of the 4-R Act
17 has occurred, is occurring, or will occur.

18 **III. ANALYSIS**

19 **A. Commercial and Industrial Property**

20 The plain language of Section 11501(b)(3) prohibits levying “an ad valorem property tax
21 on rail transportation property at a tax rate that exceeds the tax rate applicable to commercial and
22 industrial property in the same assessment jurisdiction.” Section 11501(a)(2) defines “assessment
23 jurisdiction” as “a geographical area in a State used in determining the assessed value of property
24 for ad valorem taxation.” Section 11501(b)(3) recognizes that “tax-rate variation” is improper
25

26
27 ² Defendants assert that *Trailer Train* neither cites nor acknowledges the Supreme Court’s ruling
28 in *Romero-Barcelo*, presumably (according to Defendants) because *Trailer Train* was argued and
submitted on March 10, 1982, while *Romero-Barcelo* was not decided until April 27, 1982. *See*
Counties’ Opp. at 10 n. 3. However, *Trailer Train* was decided by the Ninth Circuit on January
25, 1983, more than seven months after *Romero-Barcelo*.

1 taxation of railroad property. *Trailer Train*, 697 F.2d at 865–66. The relevant section states:

2 (b) The following acts unreasonably burden and discriminate against
 3 interstate commerce, and a State, subdivision of a State, or authority
 4 acting for a State or subdivision of a State may not do any of them: *
 5 * * (3) Levy or collect an ad valorem property tax on rail
 6 transportation property at a tax rate that exceeds the tax rate
 7 applicable to **commercial and industrial property** in the same
 8 **assessment jurisdiction**.

9 49 U.S.C. § 11501 (emphasis added). Defendants, as counties of California, are legal subdivisions
 10 of the State of California, (Cal. Const. Art. XI, § 1), and thus are subject to Section 11501(b)(3).
 11 And Plaintiff’s unitary property in California is “rail transportation property” within the meaning
 12 of Section 11501(b)(3) and is, therefore, entitled to the protection of the statute. *See* Declaration
 13 of Judy A. Cummings, Dkt. No. 35-2 ¶ 4.

14 The disputed element of Section 11501(b)(3) is the comparison to “the tax rate applicable
 15 to commercial and industrial property.” *See* Mot. at 2. In order to prove a violation of Section
 16 11501(b)(3), Plaintiff must demonstrate that Defendants are levying or collecting an ad valorem
 17 property tax at a rate that exceeds the rate applicable to commercial and industrial property located
 18 in the same assessment jurisdiction as Plaintiff’s property. 49 U.S.C. § 11501(b)(3).

19 The Ninth Circuit established the framework for that comparison in *Trailer Train*.
 20 Plaintiffs there sued to enjoin the collection of a state tax on private railroad cars because the
 21 applicable tax rate was higher than the rate for commercial and industrial property under the then-
 22 adopted Proposition 13, such that the private railroad car tax “discriminated against owners of rail-
 23 transportation property” in violation of Section 11501(b)(3). 697 F.2d at 864. After recognizing
 24 the purpose of Section 11501 and affirming the district court’s authority to enjoin violations of the
 25 statute, the Ninth Circuit turned to comparing the challenged tax rate to “the rate generally
 26 applicable to commercial and industrial property.” *Id.* at 866-67.

27 The Ninth Circuit explained that this “task is complicated by the fact that,” due to
 28 California’s unique classification system (dividing property into secured and unsecured, as
 opposed to residential and commercial/industrial), “California has no specific tax rate for
 commercial and industrial property.” *Id.* at 867. Because neither Section 11501, “nor its
 legislative history provides guidance as to what should be done when a specific rate generally

1 applicable to commercial and industrial property is not readily apparent,” the Ninth Circuit
 2 articulated a framework with two alternative approaches for identifying “the tax rate generally
 3 applicable to commercial and industrial properties” specifically in California, and specifically
 4 under Section 11501. *Id.*

5 The first approach in that framework is to determine “the tax rate applicable” to whichever
 6 tax roll, either secured or unsecured, contains “the majority of [the] commercial and industrial
 7 property.” *Id.* Determining which tax roll contains the majority of commercial and industrial
 8 property is (often) straightforward. The secured roll in each county contains the vast majority
 9 (consistently over 90%) of the assessed value and the taxes levied against all property in that
 10 county, and the secured roll, according to Plaintiff, almost certainly contains the majority of
 11 commercial and industrial property. *See Annis Decl.* ¶¶ 30–31.

12 However, the weakness of this approach is that “the tax rate applicable” to the property on
 13 the secured roll cannot be determined. Plaintiff contends that the property on the secured roll is
 14 spread among the hundreds or thousands of Tax Rate Areas in each Defendant County that each
 15 have their own tax rates. *See id.* ¶¶ 15, 31. Thus, Plaintiff contends that there is no identifiable
 16 “tax rate applicable” to property on the secured or unsecured roll of any of the Counties.

17 As a fallback, the Ninth Circuit in *Trailer Train* authorized a second approach. First, the
 18 Court is to determine the average tax rate for all property in the relevant county. *See Trailer*
 19 *Train*, 697 F.2d at 868 n.13 (“We thus, for reasons different from those articulated by the district
 20 court, conclude that the average rate for all property should be used when the rate generally
 21 applicable to commercial and industrial property cannot be determined.”).

22 Plaintiff alleges that identifying the “average rate for all property” is possible because the
 23 State Board already calculates that rate—the annual “average tax rate of general property taxation”
 24 in each county. *See Annis Decl.* ¶ 24. By statute, the State Board calculates this average tax rate
 25 by dividing (a) the sum of all ad valorem property tax levies in a given county for a given year by
 26 (b) the sum of the assessed values of all property in that county for that same year. Cal. Rev. &
 27 Tax. Code § 11403. According to Plaintiff, the State Board-calculated rate for each county is the
 28 maximum rate the Defendants can apply to railroad property, meaning that taxing railroad

1 property at rates that are higher than the Section 11501 “Benchmark Rate” is a violation of Section
2 11501(b)(3).³

3 Defendants counter that the relevant assessment jurisdiction is the area of the entire State
4 of California that contains the unitary property, and the tax rate applied to the railroad must be
5 compared to the tax rate applied to other commercial and industrial property that is assessed as
6 unitary property. Counties’ Opp. at 19. Defendants further contend that, under Article XIII,
7 Section 19 of the California Constitution, the assessment jurisdiction of the State includes the
8 following types of property: “(1) pipelines, flumes, canals, ditches, and aqueducts lying within 2
9 or more counties and (2) property, except franchises, owned or used by regulated railway,
10 telegraph, or telephone companies, car companies operating on railways in the State, and
11 companies transmitting or selling gas or electricity.” *Id.* at 20.

12 Defendants, in theory, are contending that Section 100 (applicable to Plaintiff) does not
13 differentiate in the way tax rates are applied among these commercial and industrial properties,
14 because these nonrailroad companies do not have a different rate than Plaintiff. Put differently, all
15 of the non-railroad commercial and industrial property that is assessed as “unitary property” for
16 purposes of local property taxation is taxed pursuant to Section 100.

17 The Court finds Defendants’ suggestion that it should compare Plaintiff’s tax rate to the
18 rates for a relatively narrow subset of other state-assessed utilities and other entities that pay the
19 same unitary tax rate inconsistent with the 4-R Act. Section 11501(b)(3) calls for a broader
20 comparison to the rate paid by “*commercial and industrial property* in the same assessment
21 jurisdiction,” where an “assessment jurisdiction” is “a geographical area *in a State.*” 49 U.S.C.
22 11501(a)(2) (emphasis added). The “commercial and industrial property in” the “geographical
23 area” of California clearly is not limited to state-assessed utilities or similar Section 19 property: it
24 embraces all commercial and industrial taxpayers in the state. For the same reasons that there are
25 not county-specific rates for commercial and industrial taxpayers in California, (Mot. 9-10, 14-15),
26 there are also no statewide rates.

27 _____
28 ³ Plaintiff contends they will pay, for the 2019-20 tax year, a total of more than \$3.2 million in
taxes prohibited by Section 11501. *See* Annis Decl. ¶ 35.

1 Railroads, like other utilities such as pipelines and telecommunications companies, are
2 “easy prey” in that they are “nonvoting, often nonresident” targets “who cannot easily remove
3 themselves from the locality.” *Western Air Lines, Inc. v. Board of Equal.*, 480 U.S. 123, 131
4 (1987) (quotation marks omitted). The solution, Congress recognized early on, was to link
5 railroads’ fate with a mass of other taxpayers by insisting that “[rail] carriers are accorded equal
6 tax treatment with other taxpayers.” S. Rep. No. 87-445 at 466 (1961). Significantly, before the
7 final version of Section 11501 was passed, a provision permitting comparisons solely against
8 public utilities was introduced and rejected. *See Atchison, Topeka & Santa Fe Ry. Co. v. Ariz.*,
9 559 F. Supp. 1237, 1244 (D. Ariz. 1983) (citing S. Rep. No. 92-1085 (1972)). The upshot is that
10 the comparison the Defendant Counties propose—between railroads and other state-assessed
11 taxpayers subject to the same tax laws—does not comport with the statute Congress enacted.

12 Defendants appear to recognize that *Trailer Train* poses a challenge for their argument.
13 They contend that the taxes at issue here are calculated at the local level and do not require use of
14 a statewide general property tax rate, whereas *Trailer Train* involved the applicability of the 4-R
15 Act to a statewide tax on plaintiffs’ private railroad cars, and the effort to identify a comparison
16 class for that statewide tax. 697 F.2d at 862.

17 But that is a distinction without a difference. The challenge in *Trailer Train*, as here, was
18 determining which group of commercial and industrial property to use as a comparison class,
19 given that commercial and industrial property appeared on both the secured and unsecured rolls.
20 The Ninth Circuit held first that “[t]he tax rate applicable to the roll that contained the majority of
21 the commercial and industrial property shall be deemed the rate generally applicable to
22 commercial and industrial property and will serve as the base rate for comparison against the
23 Companies’ \$10.68 rate.” *Id.* at 867. The Ninth Circuit further reasoned that “[i]f the
24 determination of which roll contained the majority of the state’s commercial and industrial
25 property in the 1978-79 fiscal year is not possible, the average tax rate for all property shall be
26 used as the basis for comparison.” *Id.*

27 Defendants characterize *Trailer Train* as hinging on its discussion of a uniform statewide
28 tax versus local taxation of unitary property. But this ignores the Ninth Circuit’s recognition that

1 there is no specific commercial and industrial rate for locally assessed property in California.
 2 Defendants contention that *Trailer Train* predates the legislation subjecting railroad property to
 3 unitary rates is irrelevant to the key question that *Trailer Train* resolves—how to determine the
 4 appropriate comparison rate for locally-assessed property—and California law on that point
 5 remains unchanged.

6 The Court finds that Defendants’ proposed comparison is untethered from the statutory
 7 language and unsupported by Section 11501 jurisprudence. Indeed, under the Defendants’
 8 approach—under which railroads are only compared to taxpayers that are taxed like railroads—
 9 violations of Section 11501(b)(3) likely would be rare or nonexistent, and Congress would have
 10 accomplished very little. The statute’s use of the term “assessment jurisdiction” demonstrates that
 11 Congress was concerned with the basic principle that like property should be treated alike.
 12 Because there is no specific commercial and industrial rate in the State of California, *Trailer Train*
 13 authorized the use of either the rate for the secured roll or the average rate for all property.

14 Accordingly, under the *Trailer Train* framework, Plaintiff has established reasonable cause
 15 that a violation of Section 11501(b)(3) has occurred or will occur if it is required to pay taxes at
 16 the rate Defendants claim applies for the 2019-20 tax year.

17 **B. Discrimination and Justification**

18 Defendants make a secondary argument that Plaintiff (and the railroad industry) lobbied to
 19 be taxed at the Section 100(b) rate that Plaintiff now alleges is unlawful. According to
 20 Defendants, the railroad industry wanted its taxes to be calculated under Section 100(b) because
 21 the railroads wanted to “reduce[] the administrative burden imposed on the Board of Equalization,
 22 county auditors and treasurers, and the railroads.” *See* Declaration of Michael Narciso, Dkt. No.
 23 44-4 Ex. 5 at pages 316-17 (ECF pagination).

24 Defendants cite to the railroad industry’s arguments in favor of the current law, specifically
 25 the claim that “each year, the railroads, the State Board of Equalization (SBE) and individual
 26 taxing jurisdictions must undertake a painstaking and time consuming process in which they are
 27 forced to redraw hundreds of ‘tax maps’ and prepare a similar number of bills for each and every
 28 tax rate area where there are railroad tracks. . . . This year, for instance, Union Pacific Railroad

1 and BNSF Railway Company received more than 2,400 tax rate area changes and 2,850 operating
2 tax bills from the tax districts.” *Id.* Defendants point out that this legislation, by allowing the
3 railroad to pay only on one tax rate area in each county, reduced the number of operating tax bills
4 from 2,850 to approximately 61. *Id.*

5 Defendants thus argue that any discriminatory outcome for Plaintiff was a direct result of
6 the railroad industry’s lobbying efforts regarding which tax rates would apply to its members in
7 California. Defendants use the legislative history to argue that Plaintiff should not be allowed to
8 reap the benefits of its lobbying efforts, then pounce only once it perceives an advantage in
9 invoking Section 11501. Defendants contend that Section 11501 is meant to address concerns
10 about the railroads’ political vulnerability and establishes a prohibition only as to *discriminatory*
11 state taxation of railroad property. Thus, Defendants conclude, because the railroads in California
12 wanted to be taxed pursuant to Section 100(b), and wanted to benefit themselves through reduced
13 administrative burdens provides, this provides sufficient justification for any alleged tax disparity.

14 Whatever equitable force Defendants’ argument might have in a vacuum, the Court finds it
15 to be inconsistent with the relevant language in the statute. Section 11501(b)(3) does not use the
16 word “discriminates.” Rather, subsection (b)(3) forbids “[l]evy[ing] or collect[ing] an ad valorem
17 property tax on rail transportation property at a tax rate that exceeds the tax rate applicable to
18 commercial and industrial property in the same assessment jurisdiction.” 49 U.S.C. §
19 11501(b)(3). The statute does not require proof of discrimination, because Congress has already
20 declared in the preface of Section 11501(b) that the imposition of such an ad valorem property tax
21 rate disparity “unreasonably burden[s] and discriminate[s] against interstate commerce.” 49
22 U.S.C. § 11501(b).

23 In arguing to the contrary, Defendants cite the Supreme Court’s 2011 decision in *CSX*
24 *Transportation, Inc. v. Alabama Department of Revenue*, 562 U.S. 277 (2011) (“*CSX P*”), which
25 discussed the meaning of the word “discriminate” in Section 11501 and explained how a state
26 might engage in illegal discrimination under Section 11501(b)(4). The Court stated that if a state
27 charged “one group of taxpayers a 2% rate and another group a 4% rate,” the State would be
28 discriminating against the latter group, “assuming the groups are similarly situated and there is no

1 justification for the difference in treatment.” *CSX I*, 562 U.S. at 287.

2 Four years later, the Court found such justification for a difference in treatment in *Alabama*
3 *Department of Revenue v. CSX Transp., Inc.* (“*CSX II*”), 575 U.S. 21 (2015). At issue there was
4 whether the 4-R Act prohibited Alabama from imposing a 4% tax on the diesel fuel used by
5 railroads that it did not impose on the diesel fuel used by the railroads’ competitors, given that
6 Alabama also imposed comparable taxes on the competitors that it did not impose on railroads.
7 *Id.* at 24, 30. The Court concluded that the 4-R Act did not prohibit such differential treatment
8 because “an alternative, roughly equivalent tax is one possible justification that renders a tax
9 disparity nondiscriminatory.” *Id.* at 30-31.

10 The Court finds the *CSX* cases inapplicable. In both *CSX I* and *CSX II*, Section
11 11501(b)(3) was not at issue: the Court addressed Section (b)(4), which specifically prohibits a
12 state from imposition “another tax that *discriminates* against a rail carrier” See Section
13 11501(b)(4) (emphasis added). In *CSX I*, the “key question” was “whether a tax might be said to
14 ‘discriminate’ against a railroad under subsection (b)(4).” 562 U.S. at 286. The Court held that
15 subsection (b)(4) permits a justification defense because, as used in that subsection, the undefined
16 term “discriminates” means a failure to treat similarly situated taxpayers the same without
17 “justification for the difference in treatment.” *Id.* at 287. Then, in *CSX II*, the Court held that the
18 existence of an “alternative, roughly equivalent tax” (paid by the taxpayers to which the railroad is
19 compared) is a possible justification under subsection (b)(4). 575 U.S. at 30-31. These
20 discussions about when the catchall provision regarding “another tax that discriminates” might be
21 triggered do not shed light on the issue presented in this case, because the face of the statute
22 already reflects Congress’ determination that the acts set out in subsection (b)(3) amount to *per se*
23 discrimination against interstate commerce.

24 IV. CONCLUSION

25 Because Plaintiff has established reasonable cause that a violation of Section 11501(b)(3)
26 has occurred or will occur, the motion for a preliminary injunction is **GRANTED**.

27 Defendants Alameda County, Contra Costa County, Fresno County, Kern County, Kings
28 County, Madera County, Merced County, Orange County, Plumas County, Riverside County, San

United States District Court
Northern District of California

1 Bernardino County, San Diego County, San Joaquin County, Stanislaus County, and Tulare
2 County, California; their boards of supervisors, county auditors, tax collectors, agents, employees,
3 and all those acting in concert or participating with them who receive actual notice of this order
4 (the “Enjoined Parties”) are hereby **ENJOINED** through the pendency of this litigation until entry
5 of a final judgment from levying or collecting ad valorem property taxes from Plaintiff on its
6 unitary property based on a tax rate higher than the annual average tax rate of general property
7 taxation calculated and reported for each county by the California State Board of Equalization
8 under Cal. Rev. & Tax Code §11403.


9 The Enjoined Parties are further enjoined through the pendency of this litigation until entry
10 of a final judgment from taking any action to impose any interest or penalties, from taking any
11 action to record or enforce a tax lien upon any property used or owned by Plaintiff, or from taking
12 any other action authorized by state law for delinquent or unpaid taxes under California law.

13 Plaintiff will be required to post a bond under Federal Rule of Civil Procedure 65(c). The
14 parties are directed to meet and confer and agree if possible by 5:00 p.m. Pacific Time on April 9,
15 2020 regarding the appropriate amount of the bond. *See* Opp. at 25 (seeking bond of “no less than
16 \$1.6 million in lost tax revenue”), Reply at 15 (acknowledging that Plaintiff will post a bond if
17 ordered, without indicating its view as to the appropriate amount of the bond). By that time, the
18 parties should either file an agreed-upon proposed bond order (which should be done if at all
19 possible), or separate proposed forms of order (understanding that the Court is going to require a
20 bond notwithstanding Plaintiff’s argument that doing so is unnecessary).

21 Consistent with the discussion at the hearing, *see* Dkt. No. 61 at 41, the parties are also
22 directed to meet and confer and submit a joint proposal by April 15, 2020 regarding the proposed
23 timing of initial disclosures, discovery and other proceedings in light of this order.

24
25 **IT IS SO ORDERED.**

26 Dated: 4/8/2020

27 
28 HAYWOOD S. GILLIAM, JR.
United States District Judge



CONTRA COSTA COUNTY
RUSSELL V. WATTS, TREASURER-TAX COLLECTOR
RAILROAD PROPERTIES
FISCAL YEAR JULY 1, 2016 TO JUNE 30, 2017

ASSESSED TO:

BNSF Railway Company
c/o Burlington Northern Santa Fe Tax Dept.
P. O. Box 961089
Fort Worth, TX 76161-0089

NOTICE DATE: **October 13, 2016**

ACCOUNT NUMBER: **804**

VALUATION			
Land	Improvements	Personal Property	Total Assessed Value
\$28,451,973	\$23,621,964	\$12,326,183	\$64,400,120
Assessed Value Tax Rate	Total Tax Due	First Installment	Second Installment
1.5959%	\$1,027,761.50	\$513,880.75	\$513,880.75

This is your notice for RAILROAD PROPERTY TAX in Contra Costa County for the fiscal year 2016-2017, as reported by the State Board of Equalization. Pursuant to Section 2503.2 of the Revenue & Taxation Code, all taxpayers making single or aggregate tax payment(s) of FIFTY THOUSAND DOLLARS (\$50,000) or more are required to send payments via electronic funds transfer (EFT) or by wire. If you have any questions, call (925) 957-2828 between 9:00 a.m. and 4:00 p.m. or write to: CCC Tax Collector, ATTN: Danielle Goodbar, 625 Court Street Rm. 100, Martinez, CA 94553-1231.

(KEEP THE TOP PORTION FOR YOUR RECORDS)

ACCOUNT NUMBER: 804	FISCAL YEAR: 2016 - 2017	ISSUE DATE: OCTOBER 13, 2016
----------------------------	---------------------------------	-------------------------------------

MAKE CHECK PAYABLE TO:
CONTRA COSTA COUNTY
TAX COLLECTOR
 P. O. BOX 631
 MARTINEZ, CA 94553-0063

RAILROAD PROPERTIES
TAX BILL
 (THIS STUB MUST
 ACCOMPANY PAYMENT)

DUE BY FEB. 1, 2017	\$513,880.75
DELINQUENT AFTER 5:00 P.M. APR. 10, 2017 (INCLUDES 10% PENALTY + \$20 COST)	\$565,288.82
TO PAY FULL TAX BY DEC. 12, 2016	\$1,027,761.50

BNSF Railway Company

2ND

INSTALLMENT

ACCOUNT NUMBER: 804	FISCAL YEAR: 2016 - 2017	ISSUE DATE: OCTOBER 13, 2016
----------------------------	---------------------------------	-------------------------------------

MAKE CHECK PAYABLE TO:
CONTRA COSTA COUNTY
TAX COLLECTOR
 P. O. BOX 631
 MARTINEZ, CA 94553-0063

RAILROAD PROPERTIES
TAX BILL
 (THIS STUB MUST
 ACCOMPANY PAYMENT)

DUE BY NOV. 1, 2016	\$513,880.75
DELINQUENT AFTER 5:00 P.M. DEC. 12, 2016 (INCLUDES 10% PENALTY)	\$565,268.82
TO ENSURE PROPER POSTING & CREDIT OF PAYMENT, PLEASE SEND BACK COUPONS ALONG WITH YOUR PAYMENTS.	

BNSF Railway Company

1ST

INSTALLMENT

Amount: \$548,047.78 Sequence Number: 8792570749
 Account: 3359002196 Capture Date: 12/15/2016
 Bank Number: 06111278 Check Number: 15326008

THE ORIGINAL HAS A REFLECTIVE WATERMARK (HOLD AT AN ANGLE TO VIEW) THE FACE OF THIS DOCUMENT HAS A WATERMARK BACKGROUND ON WHITE PAPER

BNSF RAILWAY
 BNSF Railway Company
 P.O. BOX 961284
 FORT WORTH, TX
 76161-0284

64-1278
 811 GA

12/06/2016 0015326008

Pay FIVE HUNDRED FORTY-EIGHT THOUSAND FORTY-SEVEN USD AND 78 CENTS \$548,047.78

Pay to the Order of CONTRA COSTA COUNTY TREASURER - TAX COLLECTOR
 CONTRA COSTA COUNTY
 PO BOX 631
 MARTINEZ CA 94553-0063
 USA

Paul [Signature]
 Authorized Signature
 Bank of America

⑈0015326008⑈ ⑆061112788⑆3359002196⑈

12/14/2016 00000471 1 FDO >4945085850<

12/14/2016 00000471 000000018

07832390

ENDORSE CHECK HERE
 X
 DO NOT WRITE / SIGN / STAMP BELOW THIS LINE
 DEPOSITORY BANK ENDORSEMENT

Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
12/15/2016	008792570749	11300016	Pay Bank	N		
12/14/2016	00000380482732	91000019	Rtn Loc/BOFD	Y		WELLS FARGO BANK, NA

Amount: \$548,047.78 Sequence Number: 8192777885
 Account: 3359002196 Capture Date: 04/13/2017
 Bank Number: 06111278 Check Number: 15340621

THE ORIGINAL HAS A REFLECTIVE WATERMARK BACK. HOLD AT AN ANGLE TO VIEW THE FACE OF THIS DOCUMENT HAS A MULTICOLORED BACKGROUND ON WHITE PAPER.

BNSF
RAILWAY

BNSF Railway Company
P.O. BOX 961284
FORT WORTH, TX
76161-0284

64-1278
511 GA

04/03/2017 0015340621

Pay FIVE HUNDRED FORTY-EIGHT THOUSAND FORTY-SEVEN USD AND 78 CENTS \$548,047.78

Pay to the Order of CONTRA COSTA COUNTY TREASURER - TAX COLLECTOR
CONTRA COSTA COUNTY
PO BOX 831
MARTINEZ CA 94553-0063
USA

Paul [Signature]
Authorized Signature
Bank of America

⑈0015340621⑈ ⑆061112788⑆3359002196⑈

04/12/2017 00000396 1 FDO >4945085850<

04.12.2017 00000396 000000018

07795916

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE
 DEPOSITORY BANK ENDORSEMENT

X
 ENDORSE CHECK HERE

Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
04/13/2017	008192777885	11300016	Pay Bank	N		
04/12/2017	000000384972812	91000019	Rtn Loc/BOFD	Y		WELLS FARGO BANK, NA

Memorandum

To: Honorable Fiona Ma, CPA, Chairwoman
Honorable Diane L. Harkey, Vice Chair
Honorable George Runner, First District
Honorable Jerome E. Horton, Third District
Honorable Betty T. Yee, State Controller

Date: June 24, 2016

From: Mark Durham, Manager
Research and Statistics Section

Subject: PRIVATE RAILROAD CAR TAX RATE
JULY 2016 – BOARD MEETING

The attached table shows the 2015-16 average tax rate applicable to 2016-17 private railroad car tax assessments. The average rate of taxation throughout the state for 2015-16 was 1.140 percent, as computed under the provisions of Section 11403 of the Revenue and Taxation Code.

The report on computation of the tax rate indicates a rate for the 2016-17 private railroad car tax of 1.140 percent.

MD:cb:jm

Attachment

cc: (All with attachment)
Mr. Randy Ferris
Mr. Dean Kinnee
Ms. Joann Richmond
Ms. Michele Pielsticker
Mr. Ken Thompson

Recommendation by:

Approved:



Mark Durham, Manager
Research and Statistics Section



David J. Gau
Executive Director

**COMPUTATION OF THE TAX RATE APPLICABLE TO
2016-17 PRIVATE RAILROAD CAR TAX ASSESSMENTS**
(Assessed Values and Levies in Thousands of Dollars)

Counties	Net Taxable Assessed Value	Total Levies	Non-total Property Levies ¹	Levies on Total Property	Average Tax Rate
Alameda	\$ 238,859,169	\$ 2,888,730	\$ -	\$ 2,888,730	1.209 %
Alpine	709,185	7,093	-	7,093	1.000
Amador	4,683,638	47,648	-	47,648	1.017
Butte	20,105,297	213,591	162	213,429	1.062
Calaveras	6,259,441	69,449	-	69,449	1.110
Colusa	3,645,867	38,083	-	38,083	1.045
Contra Costa	174,286,919	2,002,200	767	2,001,433	1.148
Del Norte	1,724,753	18,173	-	18,173	1.054
El Dorado	28,226,975	300,921	496	300,425	1.064
Fresno	70,375,189	818,349	-	818,349	1.163
Glenn	2,925,706	30,948	-	30,948	1.058
Humboldt	12,306,039	134,441	-	134,441	1.092
Imperial	11,251,806	130,328	-	130,328	1.158
Inyo	4,117,440	43,887	-	43,887	1.066
Kern	84,832,197	997,394	-	997,394	1.176
Kings	9,851,230	106,957	-	106,957	1.086
Lake	6,754,145	73,310	-	73,310	1.085
Lassen	2,143,391	22,055	-	22,055	1.029
Los Angeles	1,276,104,762	14,852,452	3,709	14,848,742	1.164
Madera	12,989,436	141,959	-	141,959	1.093
Marin	66,732,347	750,500	-	750,500	1.125
Mariposa	2,127,413	21,379	-	21,379	1.005
Mendocino	10,732,651	120,085	-	120,085	1.119
Merced	20,827,126	229,127	-	229,127	1.100
Modoc	922,771	9,228	-	9,228	1.000
Mono	5,625,343	64,401	-	64,401	1.145
Monterey	57,408,576	631,909	-	631,909	1.101
Napa	32,797,827	358,909	412	358,497	1.093
Nevada	16,846,029	178,516	-	178,516	1.060
Orange	501,814,599	5,351,465	32,142	5,319,323	1.060
Placer	64,683,205	703,567	-	703,567	1.088
Plumas	3,847,117	39,801	-	39,801	1.035
Riverside	240,726,816	2,798,457	16,054	2,782,403	1.156
Sacramento	134,574,598	1,515,136	-	1,515,136	1.126
San Benito	6,849,582	80,972	-	80,972	1.182
San Bernardino	192,115,709	2,218,286	-	2,218,286	1.155
San Diego	439,116,960	4,997,534	-	4,997,534	1.138
San Francisco	194,392,572	2,299,552	-	2,299,552	1.183
San Joaquin	64,089,425	731,059	-	731,059	1.141
San Luis Obispo	48,081,075	518,690	-	518,690	1.079
San Mateo	179,189,674	1,999,835	-	1,999,835	1.116
Santa Barbara	72,467,183	771,998	-	771,998	1.065
Santa Clara	389,776,314	4,690,700	21,908	4,668,792	1.198
Santa Cruz	38,931,104	429,432	-	429,432	1.103
Shasta	16,194,259	176,971	1,767	175,204	1.082
Sierra	527,294	5,273	-	5,273	1.000
Siskiyou	4,498,928	47,555	-	47,555	1.057
Solano	46,014,715	539,845	-	539,845	1.173
Sonoma	77,499,404	879,042	122	878,920	1.134
Stanislaus	41,833,348	459,859	-	459,859	1.099
Sutter	8,690,147	94,679	-	94,679	1.090
Tehama	4,950,192	50,490	-	50,490	1.020
Trinity	1,425,145	14,460	-	14,460	1.015
Tulare	31,421,066	348,149	70	348,079	1.108
Tuolumne	6,576,061	70,467	-	70,467	1.072
Ventura	119,408,264	1,303,965	104	1,303,861	1.092
Yolo	23,811,042	255,538	-	255,538	1.073
Yuba	4,860,918	54,356	-	54,356	1.118
TOTAL	\$ 5,144,539,385	\$ 58,749,155	\$ 77,713	\$ 58,671,442	1.140 %

1. Non-total property levies are special district voter-approved tax levies that can include special taxes on intangibles, aircraft, baled cotton, special assessments, or any other property which is subject to a uniform statewide tax rate.

BNSF Railway
2301 Lou Menk Drive
Alan Annis
Fort Worth Texas 76131

USPS CERTIFIED MAIL



9214 8901 9403 8325 9602 34

CLERK OF THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY
RM 106
651 PINE ST
MARTINEZ CA 94553-1229

Return Reference#:
Username: Alan Annis
Custom 1:
Custom 2:
Custom 3:
Custom 4:
Custom 5:

Postage: \$7.4500



Contra
Costa
County

To: Board of Supervisors

From:

Date: March 2, 2021

Subject: ACCEPT District III meeting reports for November and December 2020

RECOMMENDATION(S):

ACCEPT District III meeting reports for November and December 2020.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging ex cetera). The attached reports were submitted by District III Board Member in satisfaction of this requirement.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Joellen Bergamini
925.655.2000

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

District III November 2020
Report

District III December 2020 Report

Supervisor Diane Burgis - November 2020 AB1234

(Government Code Section 53232.3(d) requires that members legislative attended for which there has been expense reimbursement (mileage,

Date	Meeting Name	Location
2-Nov	Meeting with Shelter Inc.	Via Phone
2-Nov	Meeting with Library Commissioner	Via Phone
2-Nov	East Bay Regional Park District Recognition	Web Meeting
3-Nov	Board of Supervisors Meeting	Web Meeting
4-Nov	Airport Committee Meeting	Web Meeting
4-Nov	Mental Health Commission Meeting	Web Meeting
5-Nov	Board of Supervisors Special Meeting	Web Meeting
5-Nov	Meeting with the Department of Conservation and Development	Web Meeting
5-Nov	Contra Costa Mayors Conference	Web Meeting
6-Nov	Family Justice Center Board Meeting	Web Meeting
9-Nov	Internal Operations Committee Meeting	Web Meeting
9-Nov	Constituent Meeting	Web Meeting
9-Nov	Meeting with Presiding Judge Rebecca Hardie	Web Meeting
10-Nov	Board of Supervisors Meeting	Web Meeting
10-Nov	Contra Costa County Fire Protection District Meeting	Web Meeting
12-Nov	Meeting with Health Services	Via Phone
12-Nov	Industrial Association Board of Supervisors Forum	Web Meeting
12-Nov	Meeting with Erik Vink, Delta Protection Commission	Via Phone
12-Nov	Constituent Meeting	Via Phone
12-Nov	Transplan Meeting	Web Meeting
12-Nov	State Route 4 Bypass Authority Meeting	Web Meeting
12-Nov	East Contra Costa Regional Fee & Finance Authority	Web Meeting
16-Nov	Meeting with County Administrator, David Twa	Via Phone
16-Nov	2020 Census Meeting	Web Meeting
16-Nov	Meeting with Health Services	Via Phone
17-Nov	Board of Supervisors Meeting	Web Meeting
17-Nov	First 5 Special Meeting	Web Meeting
18-Nov	Delta Counties Coalition Meeting	Web Meeting
18-Nov	Meeting with the Department of Conservation and Development	Via Phone
19-Nov	Meeting with Health Services	Via Phone
19-Nov	Illegal Dumping Ad-Hoc Committee Meeting	Web Meeting
19-Nov	Constituent Meeting	Via Phone

19-Nov	Delta Protection Commission Meeting	Web Meeting
23-Nov	Open Space/Parks & EBRPD Liaison Committee meeting	Web Meeting
24-Nov	Meeting with Health Services	Via Phone
24-Nov	Meeting with County Administrator's Office	Martinez
30-Nov	Meeting with County Administrator, David Twa	Via Phone
30-Nov	Meeting with East Contra Costa Fire Protection District Director, Joe Young	Via Phone

* Reimbursement may come from an agency other than Contra Costa County

Report

bodies report on meetings
meals, lodging, etc).

Purpose

Meeting

Meeting

Community Outreach

Meeting

Meeting

Meeting

Meeting

Meeting

Community Outreach

Meeting

Meeting

Meeting

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Community Outreach

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Meeting

Supervisor Diane Burgis - December 2020 AB1234

(Government Code Section 53232.3(d) requires that members legislative attended for which there has been expense reimbursement (mileage,

Date	Meeting Name	Location
2-Dec	National Covid-19 Briefing	Via Phone
2-Dec	Meeting with Save the Delta	Via Phone
2-Dec	Mental Health Commission Meeting	Web Meeting
3-Dec	Meeting with Health Services	Via Phone
3-Dec	Interview with Choice in Aging	Web Meeting
3-Dec	Antioch Rotary Meeting	Web Meeting
3-Dec	Meeting with County Staff	Web Meeting
3-Dec	Legislation Committee Meeting	Web Meeting
7-Dec	Meeting with Fire Chief Broschard	Via Phone
7-Dec	Constituent Meeting	Web Meeting
8-Dec	Board of Supervisors Meeting	Web Meeting
8-Dec	Contra Costa County Fire Protection District Meeting	Web Meeting
8-Dec	Housing Authority Meeting	Web Meeting
8-Dec	Brentwood City Council Meeting	Web Meeting
8-Dec	Antioch City Council Meeting	Web Meeting
9-Dec	Meeting with County Administrator, David Twa	Via Phone
9-Dec	Meeting with County Administrators Office	Martinez
9-Dec	LAFCO Meeting	Web Meeting
10-Dec	Meeting with Health Services	Via Phone
10-Dec	Red Cross 4th Annual Partnership Recognition	Web Meeting
10-Dec	Antioch Community Foundation Grantee Recognition Program	Web Meeting
10-Dec	Meeting with Supervisor Federal Glover	Web Meeting
10-Dec	Constituent Meeting	Web Meeting
10-Dec	Transplan Meeting	Web Meeting
11-Dec	Delta Counties Coalition Meeting	Via Phone
11-Dec	East Contra Costa County Habitat Conservancy Meeting	Web Meeting
14-Dec	Meeting with Boys & Girls Club of Contra Costa	Web Meeting
14-Dec	First 5 Commission Meeting	Web Meeting
15-Dec	Board of Supervisors Meeting	Web Meeting
16-Dec	Fall/Winter Cleaner Contra Costa Challenge Meeting	Web Meeting
16-Dec	Tri Delta Transit Meeting	Web Meeting
16-Dec	Senator Steve Glazer Holiday Social	Web Meeting
17-Dec	Meeting with Health Services	Via Phone
17-Dec	Northern Waterfront Ad Hoc Committee Meeting	Web Meeting
17-Dec	Meeting with League of Women Voters	Web Meeting

18-Dec	Mental Health Crisis Line Meeting	Web Meeting
22-Dec	Meeting with Health Services	Via Phone
29-Dec	Meeting with Health Services	Via Phone

* Reimbursement may come from an agency other than Contra Costa County

Meeting
Meeting
Meeting



Contra
Costa
County

To: Board of Supervisors

From:

Date: March 2, 2021

Subject: ACCEPT Board members meeting reports for January 2021

RECOMMENDATION(S):

ACCEPT Board members meeting reports for January 2021.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging ex cetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement. Districts I, IV and V have nothing to report.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Joellen Bergamini
925.655.2000

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

District III January 2021
Report

District II January 2021
Report

Supervisor Diane Burgis - January 2021 AB1234 F

(Government Code Section 53232.3(d) requires that members legislative attended for which there has been expense reimbursement (mileage,

Date	Meeting Name	Location
5-Jan	Board of Supervisors Meeting	Web Meeting
6-Jan	Meeting with County Administrator, Monica Nino	Web Meeting
7-Jan	Meeting with Health Services	Web Meeting
7-Jan	East Contra Costa Water Management Authority Governing Board Meeting	Web Meeting
7-Jan	Meeting with David Twa	Web Meeting
8-Jan	Delta Counties Coalition Meeting	Web Meeting
8-Jan	East Contra Costa County Habitat Conservancy Meeting	Web Meeting
8-Jan	Family Justice Center Board Meeting	Web Meeting
11-Jan	Meeting with CCTV	Martinez
11-Jan	Meeting with County Administrator, Monica Nino	Web Meeting
11-Jan	Meeting with Health Services Director, Anna Roth	Web Meeting
12-Jan	Costa Water Agency	Web Meeting
13-Jan	LAFCO Meeting	Web Meeting
14-Jan	Meeting with Health Services	Web Meeting
14-Jan	Meeting with the Department of Conservation and Development	Web Meeting
14-Jan	East Contra Costa Regional Fee & Finance Authority	Web Meeting
14-Jan	State Route 4 Bypass Authority Meeting	Web Meeting
15-Jan	Meeting with Homeless Services	Web Meeting
15-Jan	Interview with KQED	Web Meeting
19-Jan	Board of Supervisors Meeting	Web Meeting
19-Jan	Contra Costa Fire Protection District Meeting	Web Meeting
20-Jan	Regional Impact Council Steering Committee	Web Meeting
20-Jan	San Joaquin Joint Powers Authority Oath of Office	Web Meeting
20-Jan	Meeting with the Department of Conservation and Development	Web Meeting
20-Jan	Meeting with County Administrator, Monica Nino	Web Meeting
20-Jan	Constituent Meeting	Web Meeting
20-Jan	Meeting with Contra Costa Water Agency	Web Meeting
21-Jan	Meeting with Health Services	Web Meeting
21-Jan	Meeting with Supervisor Glover and Centro Legal de La Raza	Web Meeting
21-Jan	Meeting with Director of Airports, Keith Freitas	Web Meeting
21-Jan	Delta Protection Commission Meeting	Web Meeting
22-Jan	Delta Counties Coalition Meeting	Web Meeting

22-Jan	Meeting with County Administrator, Monica Nino	Web Meeting
25-Jan	Family and Human Services Committee Meeting	Web Meeting
25-Jan	Contra Costa Special Districts Association	Web Meeting
25-Jan	Meeting with County Administrator, Monica Nino	Web Meeting
25-Jan	Meeting with Health Services Director, Anna Roth	Web Meeting
26-Jan	Board of Supervisors Retreat	Web Meeting
27-Jan	Meeting with Budget Justice Coalition	Web Meeting
27-Jan	Meeting with County Library Commissioner	Web Meeting
27-Jan	Tri Delta Transit Meeting	Web Meeting
28-Jan	Meeting with Health Services	Web Meeting

* Reimbursement may come from an agency other than Contra Costa County

Report

bodies report on meetings
meals, lodging, etc).

Purpose

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Supervisor Candace Andersen – Monthly Meeting Report *January 2021*

Date	Meeting	Location
4-8	Daily Staff meeting	Zoom Meeting
4	SWAT	Zoom Meeting
5	BOS Reorg	Zoom meeting
7	CCHS Briefing	Phone conf
7	Co Connection MPL	Zoom meeting
11	Alamo Liaison	Zoom meeting
11-15	Daily Staff meeting	Zoom Meeting
13	CCCERA	Zoom Meeting
13	LAFCO	Zoom Meeting
13	JJC	Zoom Meeting
14	CCHS Briefing	Phone conf
14	EBEDA	Zoom Meeting
15	TRAFFIX	Zoom Meeting
19	BOS Meeting	Zoom meeting
19-22	Daily Staff meeting	Zoom meeting
21	CCCTA	Zoom meeting
21	COVID AdHoc	Zoom meeting
21	ABAG	Zoom meeting
22	San Ramon Community Mtg	Zoom meeting
25-29	Daily Staff meeting	Zoom meeting
25	Family & Human	Zoom meeting
25	Public Protection	Zoom meeting
25	TVTC	Zoom meeting
26	BOS meeting	Zoom meeting
27	CCCERA	Zoom meeting
28	CCHS call	phone call
28	CCCSWA	Zoom meeting
29	COVID townhall Rossmoor	Zoom meeting



Contra
Costa
County

To: Board of Supervisors

From:

Date: March 2, 2021

Subject: APPROVE the Board meeting minutes for January 2021

RECOMMENDATION(S):

APPROVE Board meeting minutes for January 2021, as on file with the Office of the Clerk of the Board.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Government Code Section 25101(b) requires the Clerk of the Board to keep and enter in the minute book of the Board a full and complete record of the proceedings of the Board at all regular and special meetings, including the entry in full of all resolutions and of all decisions on questions concerning the allowance of accounts. The vote of each member on every question shall be recorded. Districts I, IV and V have nothing to report for January 2021.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Joellen Bergamini
925.655.2000

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors

From:

Date: March 2, 2021

Subject: APPROVE the Board meeting minutes for December 2020

RECOMMENDATION(S):

APPROVE Board meeting minutes for December 2020, as on file with the Office of the Clerk of the Board.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Government Code Section 25101(b) requires the Clerk of the Board to keep and enter in the minute book of the Board a full and complete record of the proceedings of the Board at all regular and special meetings, including the entry in full of all resolutions and of all decisions on questions concerning the allowance of accounts. The vote of each member on every question shall be recorded.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Joellen Bergamini
925.655.2000

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: March 2, 2021

Subject: March 2021 - National Social Workers' Month

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

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Tish Gallegos -
8-4808

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

By: , Deputy

cc:

ATTACHMENTS

Resolution

2021/69

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

In the matter of:

Resolution No. 2021/69

Proclaiming March 2021 as National Social Work Month in Contra Costa County

WHEREAS, the Social Work Profession is dedicated to improving human lives and meeting the basic needs of all people, especially the most vulnerable among us;

WHEREAS, the 2021 National Social Work Month theme is *Social Workers Are Essential*, underscoring heroic contributions of the social work profession, including the work to heal our community during these times of pandemic, racial unrest, economic uncertainty, and political divisiveness;

WHEREAS, Social Workers in Children and Family Services continue supporting families throughout the pandemic to protect children from abuse and neglect, find foster and adoptive homes for children, and help families reunite;

WHEREAS, Social Workers in Aging and Adult Services continue providing comprehensive assessment and intervention through In-Home Support Services, assessment and advocacy on behalf of disabled clients, investigation of emotional abuse, sexual abuse, financial exploitation, neglect and isolation of the elderly and disabled adults, and referrals to resources and support to help ensure safety and independence;

WHEREAS, Social Workers in Workforce Services determine job readiness, and assist clients in finding resources to overcome employment barriers;

WHEREAS, Social Workers have played a key role in Contra Costa County's response to COVID-19 by helping individuals, families and communities cope with the pandemic;

WHEREAS, Social Workers continue advocating, as they have for generations, for positive changes to how we all live, including upholding social safety net programs that help eliminate hunger, homelessness, and poverty, ensuring the availability of affordable, high-quality health care, and delivering mental health support;

WHEREAS, Social Workers empower people in our County to live to their fullest potential;

WHEREAS, Social Workers have always been present in times of crisis, helping people overcome issues such as death and grief, and helping communities recover from natural disasters such as fires, earthquakes, and floods;

WHEREAS, the Social Work profession is one of the fastest growing in the United States, with more than 800,000 expected to be employed as social workers by 2028;

in recognition of the numerous contributions that Contra Costa County's Social Workers make, we proclaim the month of March 2021 as Social Work Month in celebration and support of the social work profession.

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: March 2, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: March 2, 2021

Subject: Declaring February 28, 2021 Rare Disease Day in Contra Costa County

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

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Kate Rauch,
510-231-8691

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

By: , Deputy

cc:

ATTACHMENTS

Resolution

2021/75

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

In the matter of:

Resolution No. 2021/75

Declaring February 28, 2021 Rare Disease Day in Contra Costa County in honor of those affected by rare diseases and medical conditions

Whereas, there are nearly 7,000 diseases and conditions considered rare (each affecting fewer than 200,000 Americans) in the United States, according to the National Institutes of Health (NIH);

Whereas, while each of these diseases may affect small numbers of people, rare diseases as a group affect almost 30 million Americans;

Whereas, many rare diseases are serious and debilitating conditions that have a significant impact on the lives of those affected;

Whereas, while more than 450 drugs and biologics have been approved for the treatment of rare diseases according to the Food and Drug Administration (FDA), millions of Americans still have rare diseases for which there is no approved treatment;

Whereas, individuals and families affected by rare diseases often experience problems such as diagnosis delay, difficulty finding a medical expert, and lack of access to treatments or ancillary services;

Whereas, while the public is familiar with some rare diseases such as “Lou Gehrig’s disease” and sympathetic to those affected, many patients and families affected by less widely known rare diseases bear a large share of the burden of funding research and raising public awareness to support the search for treatments;

Whereas, hundreds of residents of Contra Costa County are among those affected by rare diseases since nearly one in 10 Americans have rare diseases;

Whereas, the National Organization for Rare Disorders (NORD) is organizing a nationwide observance of Rare Disease Day on February 28, 2021;

Whereas, thousands of patients and caregivers, medical professionals, researchers, companies developing orphan products to treat people with rare diseases, and others in Contra Costa County, will participate in that observance;

Therefore, be it resolved that the last day of February, will be observed as Rare Disease Day in 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: March 2, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: March 2, 2021

Subject: Resolution for Family Justice Center Day in California - March 5, 2021

RECOMMENDATION(S):

ADOPT Resolution No. 2021/76 recognizing March 5, 2021 as " Family Justice Center Day" in Contra Costa County.

FISCAL IMPACT:

none

BACKGROUND:

In the matter of Family Justice Center Day in California - March 5, 2021

CONSEQUENCE OF NEGATIVE ACTION:

none

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

Action of Board On: **03/02/2021** 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: March 2, 2021

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

Contact:
19252524500

By: , Deputy

cc:

ATTACHMENTS

Resolution

2021/76

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

Adopted this Resolution on 03/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/76

In the matter of Family Justice Center Day in California - March 5, 2021

WHEREAS, In the United States, one in three women and one in six men have experienced some form of contact sexual violence in their lifetime; and

WHEREAS, California had more than 166,000 reported domestic violence cases in 2018; and

WHEREAS, The National Human Trafficking Hotline received more calls in 2018 from California than any other state in the United States; and

WHEREAS, Victimization and perpetration of sexual and domestic violence often connects to unmitigated childhood trauma and adult polyvictimization, numerous types of victimization over a lifetime, and produces short- and long-term physical and mental health consequences; and

WHEREAS, The first Family Justice Center (FJC) was created in San Diego, California, in 2002, by San Diego City Attorney Casey Gwinn and the first FJC Director in the country, Gael Strack; and

WHEREAS, California is now leading the way toward multisector, collaborative approaches to serving domestic and sexual violence survivors and their children with the creation of 24 open and operating FJCs and 10 more FJCs in some stage of development; and

WHEREAS, FJCs in California bring together police officers, prosecutors, advocates, doctors, nurses, mental health professionals, chaplains, and other professionals under one roof and provide trauma-informed, coordinated, wraparound services to more than 100,000 adult and child trauma survivors each year; and

WHEREAS, FJCs are now represented by the California Family Justice Center Network (CFJCN), the membership organization for FJCs that seeks to provide training, statewide coordination of services for victims and survivors, promotion of promising and best practices, advocacy for survivor services and support, and the gathering of deidentified, aggregate data for research and evaluation purposes; and

WHEREAS, The purpose of the CFJCN is to advocate for the victims of domestic violence, sexual assault, human trafficking, elder abuse, and child abuse in the State of California, and to actively work toward the prevention of those crimes, while supporting the implementation of the provisions and intent of Section 13750 of the Penal Code, which defines Family Justice Centers. This provision seeks to ensure “that victims of abuse are able to access all needed services in one location in order to enhance victim safety, increase offender accountability, and improve access to services for victims;”

now, therefore, be it **RESOLVED** by the Contra Costa County, California, Board of Supervisors, that the Board declares March 5, 2021, as Family Justice Center Day in California and recognizes the lifesaving and hope-giving work of the CFJCN and its member centers as they work with rape crisis centers, domestic violence shelters, human trafficking agencies, prosecutor’s offices, law enforcement agencies, and other professionals and community-based organizations to ensure that adult and child survivors of trauma can access all of their services in one setting.

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

ATTESTED: March 2, 2021

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

Contact: 19252524500

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: March 2, 2021

Subject: 2021 PRESCRIPTION DRUG ABUSE AWARENESS MONTH

RECOMMENDATION(S):

Recognize the month of March as Prescription Drug Abuse Awareness Month.

FISCAL IMPACT:

None.

BACKGROUND:

None.

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

Action of Board On: **03/02/2021** 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: March 2, 2021

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

Contact: Lea Castleberry
925-252-4500

By: , Deputy

cc:

ATTACHMENTS

Resolution
2021/80

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

Adopted this Resolution on 03/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/80

Recognizing the month of March as Prescription Drug Abuse Awareness Month

WHEREAS: When used as prescribed by a doctor, prescription medicines such as stimulants, sedatives and opioids can be helpful in treating many illnesses, but when these medications are misused, they can have serious consequences^[1] such as an increased risk of infectious disease and overdose death^[2]; and **WHEREAS:** Anyone who takes prescription opioids can become addicted to them. In fact, as many as one in four patients receiving long-term opioid therapy in a primary care setting struggles with opioid addiction. Once addicted, it can be hard to stop^[3]; and **WHEREAS:** Prescription opioid overdose deaths also often involve benzodiazepines. Benzodiazepines are central nervous system depressants used to sedate, induce sleep, prevent seizures, and relieve anxiety. The Centers for Disease Control and Prevention (CDC) recommends avoiding taking benzodiazepines while taking prescription opioids whenever possible³; and

WHEREAS: In 2019 in Contra Costa County there were 565,236 opioid prescriptions given to patients which is an age-adjusted rate of 417.1 per 1,000 residents, higher than the state rate of 400.6^[4]; and

WHEREAS: In 2019, a total of 11,767 emergency department visits occurred in California that were related to any opioid overdose and 258 of those visits occurred in Contra Costa County⁴; and **WHEREAS:** According to the Center for Disease Control and Prevention (CDC) data, among the 70,630 drug overdose deaths nationally in 2019^[5], 49,860 (70.6%) of those deaths involved opioids⁵ and 91 of those opioid related deaths occurred in Contra Costa County⁴; and **WHEREAS:** Overdose deaths involving synthetic opioids other than methadone, which largely consist of illicitly manufactured fentanyl; psychostimulants with abuse potential (e.g., methamphetamine); and cocaine have increased in recent years necessitating response efforts focused on polysubstance use⁵; and **WHEREAS:** It is estimated that the “economic burden” of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement^[6]; and **WHEREAS:** Americans that have participated in DEA’s nineteen National Prescription Drug Take-Back Days have turned in nearly 13.7 million pounds of medication since the Fall of 2010 at take-back sites available in all 50 states and U.S. territories^[7]. In Contra Costa County, during the last Prescription Drug Take Back Day in October 2020, 1,366 pounds of unwanted or unused prescription medication were turned in; and **WHEREAS:** The Contra Costa County Board of Supervisors supports April 27, 2021 as “National Prescription Drug Take Back Day” as declared by the DEA and encourages residents to locate their local collection site and safely dispose of their accumulated unwanted, unused prescription drugs; and **WHEREAS:** The Contra Costa County Medication Education and Disposal Safety (MEDS) Coalition engages youth and adult stakeholders from across the county to participate in Prescription Drug Abuse Awareness Month activities to raise awareness about prescription drug dangers, promote safe medication storage and disposal and ensure naloxone is available for those at high risk of overdose; and

THEREFORE, BE IT RESOLVED THAT the Contra Costa County Board of Supervisors does hereby declare March 2021 as Prescription Drug Abuse Awareness Month, and encourages all citizens to participate in prescription drug abuse related prevention programs and activities; Be it also resolved that the County Board of Supervisors encourages all community members to pledge, “**Spread the Word... One Pill Can Kill**”.

I hereby certify that this 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: Lea Castleberry 925-252-4500

ATTESTED: March 2, 2021

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: March 2, 2021

Subject: APPOINTMENT TO P-2A

RECOMMENDATION(S):

APPOINT Ron Banducci to the Appointee 7 seat on County Service Area P-2A Citizens Advisory Committee to a term expiring December 31, 2022, as recommended by Supervisor Diane Burgis.

Ron Banducci
Danville, CA 94506

FISCAL IMPACT:

None.

BACKGROUND:

The Appointee 7 seat expired December 31, 2020.

Applications were accepted and the recommendation to appoint the above individual was then determined.

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

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Lea Castleberry
925-252-4500

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The seat would remain vacant.



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: March 2, 2021

Subject: ACCEPT the resignation of Tom Janci from Appointed Seat 2 of the East Richmond Heights Municipal Advisory Council

RECOMMENDATION(S):

Accept the resignation of Tom Janci from Appointed Seat 2 of the East Richmond Heights Municipal Advisory Council. Declare Appointed Seat 2 vacant.

FISCAL IMPACT:

None

BACKGROUND:

Tom Janci has been serving on the East Richmond Heights Municipal Advisory Council since the council began in 2018. He has decided to resign for personal reasons.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain vacant.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: James Lyons,
510-231-8692

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

By: , Deputy

cc:



Contra
Costa
County

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

Subject: APPOINTMENT TO THE FAMILY AND CHILDREN'S TRUST COMMITTEE

RECOMMENDATION(S):

APPOINT David Leimsieder to the District 4 seat from the At-Large 3 seat on the Family and Children's Trust Committee to fulfill the unexpired term through September 30, 2021, and DIRECT the Clerk of the Board to post the At-Large 3 seat vacancy, for a term with an expiration date of September 30, 2021

FISCAL IMPACT:

none

BACKGROUND:

In 1982 the Board of Supervisors established the Family and Children's Trust (FACT) Committee to make recommendations regarding the allocation of funds for the prevention and intervention services to reduce child abuse and neglect, provide support services for families with children, and promote a more coordinated seamless

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: 9255217100,
Colleen Awad

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

system of services. In addressing the needs of the community focusing on prevention and intervention services to reduce child abuse and neglect, FACT maintains a committee comprised of individuals with diverse knowledge, backgrounds, and community perspectives regarding community needs to serve families with children.

CONSEQUENCE OF NEGATIVE ACTION:

The District 4 seat will remain vacant



**Contra
Costa
County**

To: Board of Supervisors
From: Beth Ward, Animal Services Director
Date: March 2, 2021

Subject: Add one Animal Clinic Veterinarian-Exempt position and cancel one Veterinary Assistant position in the Animal Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25692 to add one (1) Animal Clinic Veterinarian-Exempt (BKS1) (unrepresented) position at salary plan and grade B85 1957 (\$9,139 - \$11,108) and cancel one (1) Veterinary Assistant (BKRA) (represented) vacant position #17053 at salary plan and grade QA5 1063 (\$3,768 - \$4,580) in the Animal Services Department.

FISCAL IMPACT:

Upon approval, the Department will reduce its non-County professional services allocations by \$133,184 in veterinary care services to support this request. The estimated cost of this action will be \$28,071 for fiscal year 2020/21. This position will include an annual pension expense of \$47,763. This position will be funded by 19% User Fees, 45% City Revenue, 36% County General Fund. The revenue to support this position will be continued in fiscal year 2021/22.

BACKGROUND:

The Animal Clinic Veterinarian-Exempt supports the Department by following

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Arturo Castillo (925)
608-8470

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

all State and local veterinary guidelines in the Spay and Neuter Clinic and In-House Medical Care. The Animal Clinic Veterinarian-Exempt also collaborates with the Chief of Shelter Medicine on the hiring and oversight of the Department's contracted Veterinarians. The Animal Clinic Veterinarian-Exempt sets the standards of care and protocols, while training skilled staff (e.g. Veterinarians, Registered Veterinary Technicians, Veterinary Assistants) to provide high level customer service to animal care partners and members of the public. Currently, Animal Services does not have an Animal Shelter Veterinarian-Exempt position. Contract veterinarians currently perform the veterinarian work within the Department, with oversight from the Chief of Shelter Medicine, which has caused a strain on the Department.

CONSEQUENCE OF NEGATIVE ACTION:

The Animal Shelter will not have adequate oversight to operate the Animal Spay and Neuter Clinic and urgent and emergency medical services, while also meeting State and local medical care requirements and mandates.

ATTACHMENTS

P300 No. 25692

POSITION ADJUSTMENT REQUEST

NO. 25692
DATE 2/12/2021

Department Animal Services Department No./
Budget Unit No. 0366 Org No. 3336 Agency No. 36

Action Requested: ADOPT Position Adjustment Resolution No. 25692 to ADD one (1) full-time Animal Clinic Veterinarian-Exempt (BKS1) (unrepresented) position at salary plan and grade B85 1957 (\$9,139 - \$11,108) and CANCEL one (1) Veterinary Assistant (BKRA) (represented) vacant position #17053 at salary plan and grade QA5 1063 (\$3,768 - \$4,580) in the Animal Services Department.

Proposed Effective Date: 3/1/2021

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 \$226,616.00 Net County Cost \$47,763.00
Total this FY \$75,539.00 N.C.C. this FY \$27,949.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 32% User Fees, 31% City Revenues, 37% County General Fund

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

Arturo Castillo

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Melissa Crockett for Paul Reyes

2/12/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/16/2021

ADOPT Position Adjustment Resolution No. 25692 to ADD one (1) full-time Animal Clinic Veterinarian-Exempt (BKS1) (unrepresented) position at salary plan and grade B85 1957 (\$9,139 - \$11,108) and CANCEL one (1) Veterinary Assistant (BKRA) (represented) position at salary plan and grade QA5 1063 (\$3,768 - \$4,580) in the Animal Services Department.

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

Effective: Day following Board Action.

_____(Date)

Alan Aguirre for Ann Elliott

2/16/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

2/25/2021

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 2/25/2021

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: Kathy Gallagher, Employment & Human Services Director
Date: March 2, 2021

Subject: Cancel One Community Services Mental Health Clinical Supervisor-Project Position and Add One Comprehensive Services Assistant Manager Position

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25695 canceling one (1) Community Services Mental Health Clinical Supervisor-Project (CJH3) (1.0 FTE) position #12927 (unrepresented) and add one (1) Comprehensive Services Assistant Manager-Project (9MS7) (unrepresented) in the Community Services Bureau - Employment and Human Services Department.

FISCAL IMPACT:

Upon approval, this action will decrease salary and benefit costs by \$42,077 annually. This position is funded by 100% Federal revenue. This action will not result in additional net County cost for EHSD.

BACKGROUND:

Community Services Bureau (CSB) has outsourced its Mental Health Services, thus they are requesting to cancel the Community Services Mental Health Clinical Supervisor-Project (CJH3), (1.0 FTE), position #12927 and add a Comprehensive Services Assistant Manager (CSAM) full-time position for the Community Action Program. The CSAM position duties include, maintaining a social media presence for the program, performing extensive record-keeping and reporting to multiple sources, minute taking, creation of agendas and posting according to the Better Governance Ordinance, overseeing the Student Intern Program (hiring, training, monitoring progress, separating/graduating participants), event planning, and outreach for Economic Opportunity Council vacant positions.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

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

Contact: Eva Gaipa,
925.608.5024

By: , Deputy

cc: Eva Gaipa

CONSEQUENCE OF NEGATIVE ACTION:

The Community Action Program is currently under staffed and at risk of potential non-compliance and losing CSBG funding. If this position is not filled, essential tasks may not be timely completed such as monitoring subcontractor expenditures on multiple contracts, recruitment and onboarding of representatives on the Economic Opportunity Council, and adequate community organizing to conduct required public hearings. This position is key to adhering to county policies around the Brown Act, the Better Governance Ordinance, and reporting to the Internal Operations Committee and a failure to fill it will compromise the bureau's ability to comply.

ATTACHMENTS

Fiscal-Budget calculation

P300

SALARY AND BENEFIT (INCLUDING PENSION) COSTS PER JOB CLASSIFICATION

CANCEL ONE (1) CS MENTAL HEALTH CLINICAL SUPERVISOR-PROJECT FOR ONE (1) COMP SERVICES ASSISTANT MANAGER-PROJECT

ASSIST Request #	TBD
Date:	2/4/2021
Annualization Factor	12
Benefit Percentage	69.70%
Pension Percentage	27.55%

ASSIST Request #	TBD
Date:	2/4/2021
Annualization Factor	12
Benefit Percentage	69.70%
Pension Percentage	27.55%

VARIANCE

CANCEL POSITION

COST FOR ONE

Classification	CS Mental Health Clin Supervisor - Project	
Step 5 Monthly Salary	\$	(7,356.52)
Number of Position (FTE)		1.00
Benefit Amount	\$	(5,127)
Salary + Benefit	\$	(12,484)
Annualized Sal+ Ben Cost	\$	(149,808)
Effective Mo's		12
Upcoming Yr. Cost	\$	(149,808)
Federal Percentage		100.00%
Federal Cost	\$	(149,808)
State Percentage		0.00%
State Cost	\$	-
Other Funding	\$	-
County Percentage		0.00%
County Cost	\$	-
Annual Pension Cost	\$	(24,321)

Fiscal Officer: V. Kaplan

FOR THIS POSITION

COST FOR ONE

Classification	Comprehensive Services Assistant Manager - Project	
Step 5 Monthly Salary	\$	5,290.28
Number of Position (FTE)		1
Benefit Amount	\$	3,687
Salary + Benefit	\$	8,978
Annualized Sal+ Ben Cost	\$	107,731
Effective Mo's		12
Upcoming Yr. Cost	\$	107,731
Federal Percentage		100.00%
Federal Cost	\$	107,731
State Percentage		0.00%
State Cost	\$	-
Other Funding	\$	-
County Percentage		0.00%
County Cost	\$	-
Annual Pension Cost	\$	17,490

Fiscal Officer: V. Kaplan

\$ (42,077)

The request is to cancel one (1) CS Mental Health Clinical Supervisor for one (1) Comprehensive Services Assistant Manager position within CSB. The Comprehensive Services Assistant Manager position will be funded by 100% Federal revenue. Approval of this position request will have no effect on CSB's NCC. Net annualized salary and benefits cost is -\$42,077. (savings)

POSITION ADJUSTMENT REQUEST

NO. 25695
DATE 2/4/2021

Department EHSD-CSB

Department No./
Budget Unit No. 0588 Org No. 1401 Agency No. 19

Action Requested: Cancel one (1) Cs Mental Health Clinical Supervisor-Project (CJH3) (1.0 FTE) vacant position #12927 and add one Comprehensive Services Assistant Manager-Prjct (1.00) FTE in Community Serv Bureau-EHSD

Proposed Effective Date: 2/1/2021

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 \$107,731.00 Net County Cost \$0.00
Total this FY \$44,887.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Federal Funded- CSB

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

Eva Gaipa

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/24/2021

Cancel one (1) vacant Community Services Mental Health Clinical Supervisor-Project (CJH3) position #12927 and add one Comprehensive Services Assistant Manager-Project (9MS7) in the Community Services Bureau of the Employment and Human Services Department.

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

Effective: Day following Board Action.
 _____(Date)

Elizabeth Loud for Ann Elliott

2/24/2021

(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 2/24/2021

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: Nathan Johnson, Veterans Services Officer
Date: March 2, 2021

Subject: Increase hours of one (1) position in the Veterans Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25694 to increase the hours of one (1) Veterans Services Representative I (96WA) (represented) position number 14747 from 32/40 to 40/40 in the Veterans Services Department.

FISCAL IMPACT:

Approval of this action will result in an annual increase of \$12,966. (100% County General Fund)

BACKGROUND:

In October 2020, this Veterans Services Representative I position was increased from 20/40 to 32/40 to provide additional services for both walk-in client appointments and through the virtual office established in Spring 2020 to expand community outreach and engagement. The department has identified that the volume of requests for services from the community requires additional staffing resources and is increasing the hours of this position to meet this need.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Nathan Johnson, (925)
313-1481

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

By: , Deputy

cc: Ann Elliott, Acting Director of Human Resources

CONSEQUENCE OF NEGATIVE ACTION:

If the position hours are not increased, the Veterans Services Department will have insufficient staffing to meet the demand from the community, which could result in increased wait times for services.

ATTACHMENTS

Personnel Resolution No. 44651

POSITION ADJUSTMENT REQUEST

NO. 25694
DATE 2/18/2021

Department Veterans Service

Budget Unit No. 0579 Org No. 0579

Department No. 95
Agency No.

Action Requested: Increase the hours of one (1) vacant Veterans Services Representative II (96WA) position number #14747 from 32/40 to 40/40 in the Veterans Services Department.

Proposed Effective Date: 3/3/2021

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	<u>\$12,965.25</u>	Net County Cost	<u>\$12,965.25</u>
Total this FY	<u>\$4,321.75</u>	N.C.C. this FY	<u>\$4,321.75</u>

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.

Sarah Kennard

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

2/18/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/18/2021

Increase the hours of one (1) Veterans Services Representative I (96WA) position number #14747 and its incumbent from 32/40 to 40/40 in the Veterans Services Department.

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

Effective: Day following Board Action.
 _____(Date)

Elizabeth Loud for Ann Elliott

(for) Director of Human Resources

Date

2/19/2021

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

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

(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 2/22/2021

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: March 2, 2021

Subject: Lease with J. Mortz Limited Partnership for office space at 3755 Alhambra Avenue, Suite 6, Martinez, for Health Services - Public Administration

RECOMMENDATION(S):

APPROVE a lease with J. Mortz Limited Partnership, for approximately 1,788 square feet of office space for Health Services Department – Public Administration at 3755 Alhambra Avenue, Suite 6, Martinez. The term of the lease is one year with one 1-year renewal term. The annual rental payment for the first year is \$27,672 with no rental increases.

AUTHORIZE the Public Works Director, or designee, to execute the lease and any renewal options.

FISCAL IMPACT:

100% General Fund. The lease will obligate the County to pay rent of approximately \$27,672 annually over the lease term.

BACKGROUND:

Health Services Department – Public Administration has been operating at this location since December 2015. The Office of the Public Administrator investigates and may administer the estates of persons who are residents of Contra Costa County at the time of death and who die without a qualified person willing or able to assume the responsibility. This lease provides for the County’s continued occupancy of the premises by Health Services.

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

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Stacey Sinclair, 925.957-2464

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Not authorizing the lease for the continued operations of Health Services – Public Administration 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

LEASE

HEALTH SERVICES DEPARTMENT
PUBLIC ADMINISTRATION
3755 ALHAMBRA AVENUE, SUITE 6
MARTINEZ, CA

This lease is dated _____, and is between J. MORTZ LIMITED PARTNERSHIP; a California limited partnership (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

Recitals

- A. Lessor is the owner of the building located at 3755 Alhambra Avenue, Martinez, California (the “**Building**”). The Building consists of approximately 10,025 square feet.
- B. Lessor and County are parties to a lease dated December 16, 2015 (the “**Original Lease**”), under which the County is leasing from Lessor that portion of the Building known as Suite 6 (the “**Premises**”). The Premises consists of approximately 1,788 square feet of first floor office space, as shown on Exhibit A-1.
- C. Under the Original Lease, the County has non-exclusive use of 15 designated parking spaces for the Building, which are located in the parking lot of the Regency Plaza Apartments, 600 J Street, Martinez, California, as shown on Exhibit A-2 (such spaces, the “**Parking Spaces**”) as more particularly set forth in the Original Lease.
- D. Lessor and County desire to replace the Original Lease with this lease. Upon the commencement of this lease, the Original Lease will terminate.

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, Lessor hereby leases to County and County hereby leases from Lessor, the Premises. In addition, the County is granted continued use of the Parking Spaces in accordance with Section 7 below.
- 2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at County’s election, a Renewal Term, each as defined below.
 - a. Initial Term. The “**Initial Term**” is one year, commencing on January 1, 2021 (the “**Commencement Date**”) and ending December 31, 2021.

b. Renewal Term. County has one option to renew this lease for a term of one year (“**Renewal Term**”) upon all the terms and conditions set forth herein.

i. County will provide Lessor with written notice of its election to renew the Lease ninety days prior to the end of the Term. However, if County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after County’s receipt of Lessor’s written demand that County exercise or forfeit the option to renew.

ii. Upon the commencement of the Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:

a. Initial Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2021 – December 31, 2021	\$2,306.00

b. Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2022 – December 31, 2022	\$2,306.00

4. Additional Rent. In addition to the rent set forth above, County shall pay Lessor for the charges described below (collectively, “**Additional Rent**”). Lessor shall invoice County for Real Property Taxes and Insurance and payment of same is due within thirty days after receipt of the respective invoice. With regard to Maintenance and Repairs and other CAM Charges, this Additional Rent shall be estimated annually “the **estimate**” and paid monthly as is more particularly set forth in Subsection 4. d. below. Any annual adjustment to CAM Charges, and payment of same is due within ninety days after the end of each calendar year during the Term. County has the right, exercisable upon reasonable prior written notice to Lessor, to inspect Lessor’s books and records relating to the amounts charged to County as Additional Rent. County shall cause any such inspection to occur within ninety days of receipt of the estimate or annual invoice. County may not withhold payment of the invoice until after the completion of such inspection; provided, however County is not required to pay an invoice that reflects manifest error.

a. Proportionate Share. For purposes of this Lease, “**Proportionate Share**” means the ratio, expressed as a percentage, of the square feet of the Premises to the total square footage of the Building. As of the date of this Lease, the parties estimate that County’s Proportionate Share of the Building is 18.8%.

b. Real Property Taxes. County’s Proportionate Share of the Real Property Tax Expense, as defined below.

“Real Property Tax Expense” means the amount of Real Property Taxes, as defined below, paid or incurred by Lessor in any calendar year (or portion thereof).

“Real Property Taxes” means and includes all taxes, assessments (amortized over the longest period available to Lessor) levied or assessed upon the Building and the real property upon which it is situated, any state or local business taxes or fees measured by or assessed upon gross rentals or receipts, and other governmental charges, general and special, including, without limitation, assessments for public improvements or benefits, that are, during the Term of this Lease, assessed, levied, and imposed by any governmental authority upon the Building. Real Property Taxes do not include any late fees or penalties, any municipal, county, state or federal net income, estate, succession, inheritance, sales, use or franchise taxes of Lessor or documentary transfer taxes, or tax increases of any kind in connection with the transfer, sale or change in ownership of all or part of the Building.

- c. Insurance. County’s Proportionate Share of the Insurance Expense, as defined below.

“Insurance Expense” means the amount of Insurance, as defined below, actually paid or incurred by Lessor in any calendar year (or portion thereof).

“Insurance” means the All Risk Property Insurance maintained by Lessor covering the Building and all improvements thereto for perils including fire and earthquake, if applicable, for an amount equal to full replacement cost; liability and other insurance that Lessor reasonably deems necessary on the Premises or that may be required by Lessor’s mortgagee, including, but not limited to, earthquake, and flood insurance.

- d. Maintenance and Repairs. County’s Proportionate Share of the CAM Charges, as defined below.

“CAM Charges” means common area maintenance charges and includes (i) all actual costs and expenses incurred by Lessor to operate and maintain those areas within the Building, including the Building’s entrances, walkways, sidewalks, lavatories, drives, parking facilities, exterior lighting, and other areas that are not leased or held for lease but are within or contiguous to or serving the Building and are necessary or desirable for the full use and enjoyment of the Premises (the **“Common Area”**) to repair Common Area facilities when reasonably required and to clean, and remove trash from, the Common Area, (ii) all actual costs and expenses incurred by Lessor to maintain and repair all common areas, parking lots, sidewalks, driveways, all landscaped areas, and other areas that are used in common by the tenants or occupants of the Building, (iii) water, sewer and refuse collection services provided to all occupants of the Building, (iv) electrical services delivered to the Common Area, and (v) an elevator maintenance contract for routine elevator maintenance and repair. CAM Charges exclude the cost of Real Property Taxes and, both addressed hereinabove.

Notwithstanding any provision of this Lease to the contrary, Lessor and County acknowledge and agree that the following items are excluded from CAM Charges or other Additional Rent to be reimbursed or paid by County:

- i. Payments on any loans or ground leases affecting the Building.
- ii. Depreciation of any Building or any major systems of Building service equipment.
- iii. All costs and expenses associated with leasing to other tenants, including tenant improvements allowances, attorneys' fees, brokerage commissions, and architectural fees, if any.
- iv. Any cost incurred in complying with hazardous materials laws.
- v. Capital taxes, income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes or other taxes personal to the Lessor.

Upon County's receipt of an invoice, which invoice must include a copy of the billing statement received by Lessor for such expense, County shall promptly make payment of same.

- 5. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
- 6. Obligation to Pay Utilities. County shall pay for all gas and electric service provided to the Premises. Subject to Subsection 4.d. above, Lessor shall pay for all water, sewer and refuse collection services provided to the Premises.
- 7. Parking. County shall have nonexclusive use of the parking spaces at Regency Plaza Apartments as shown on Exhibit A-2 commencing at 7:05 a.m. until 7 p.m. Monday through Saturday. It is expressly understood that County employees will park in the parking spaces located in the parking lot of the Regency Plaza Apartments and will only park in parking spaces at the Building identified on Exhibit A-2 as "Customer Parking Only" if all parking spaces at the Regency Plaza Apartments are occupied. Any parking not permitted as described herein may result in ticketing, towing or both.
- 8. Maintenance and Repairs.
 - a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building.
 - b. Interior of Premises. County shall keep and maintain the interior of the Premises in good order, condition and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks.
 - c. Utilities. County shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair. County may request Lessor to perform

this obligation and shall reimburse Lessor for all Lessor's expenses in performing any repairs and/or maintenance

d. HVAC. County shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) system in the Premises in good order, condition and repair. County may request Lessor to perform this obligation and shall reimburse Lessor for all Lessor's expenses in performing any repairs and/or maintenance.

e. Services by Lessor. If County determines that the Premises need maintenance, construction, remodeling or similar service beyond Lessor's responsibilities under this lease, then upon County's request, Lessor may agree to perform such service at County's expense. In performing the service, Lessor shall consult with County and may use either licensed insured contractors or employees of Lessor, whichever Lessor determines is more suitable. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any such services. County may, by giving Lessor thirty (30) days prior written notice, change the level of service, terminate the service, or require that the service be performed by a different contractor. County shall pay to Lessor, as additional rent, one hundred percent (100%) of the actual cost of said service plus an additional fifteen percent (15%) for management, supervision and administration related to the service. County is aware that Lessor has contracted with Earl Dunivan Property Services to provide the services described herein. County's payment for the services shall be made to Lessor or Earl Dunivan Property Services at P.O. Box 747, Martinez CA 94553.

9. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.

10. Assignment and Sublease. Subject to Lessor's approval, which shall not be unreasonably withheld, County has the right to assign this lease or to sublease the Premises or any part thereof at any time during the Term.

11. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and signs ("**Attachments**") in or upon the Premises. Any Attachments will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations and Attachments. All alterations and Attachments are subject to Lessor's approval and must comply with existing code requirements.

12. Insurance.

a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the aforementioned self-insurance program.

- b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.
13. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with their appurtenances and fixtures (except Attachments), all in good condition, ordinary wear and tear, damage by casualty, condemnation, act of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting the Premises upon the expiration or earlier termination of this lease.
14. Waste, Nuisance. County 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 Building.
15. Inspection. In the case of an emergency, as reasonably determined by Lessor, Lessor may enter the premises without prior notice to County, Otherwise, Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, 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) County is in compliance with the terms and conditions of this lease.
16. Certified Access Specialist Inspection. As required under California Civil Code 1938 (e), Lessor states: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
17. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of such Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise.

18. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within one hundred and twenty days from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that County will be entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in one hundred and twenty days, County will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph.

This lease will terminate in the event of a total destruction of the Building or the Premises.

19. Hazardous Material. Lessor warrants to County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the request of County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that County has no obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

“Hazardous Material” means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

20. Indemnification.

- a. County. County shall defend, indemnify and hold Lessor harmless from County’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents or employees in using the Premises pursuant to this lease, or the County’s performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by Lessor, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.

- b. Lessor. Lessor shall defend, indemnify and hold County harmless from Lessor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, with respect to the Premises, or Lessor's performance under this lease, or the Lessor's performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of buildings owned or maintained by Lessor, except to the extent caused or contributed to by the negligent acts, errors, or omissions of County, its officers, agents, or employees.

21. Default.

The occurrence of any of the following events is a default under this lease:

- a. County.
 - i. County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "Notice") from Lessor to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed seventy-five days from receipt of a Notice.
 - ii. County'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 Notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days, provided County commences curing such default within thirty days and thereafter diligently proceeds to cure such default.
- b. Lessor. Lessor's failure to perform any obligation under this lease if such failure is not remedied within thirty days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of ninety days, provided Lessor commences curing such breach within thirty days and thereafter diligently proceeds to cure such breach.

22. Remedies.

- a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.

b. County. Upon the occurrence of a default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay promptly upon receipt.

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: J. Mortz Limited Partnership
 C/o Earl Dunivan & Associates, Ltd.
 615 Escobar Street
 Martinez, CA 94553
 Facsimile: (925) 228-3789

To County: Principal Real Property Agent
 Contra Costa County
 Public Works Department
 255 Glacier Drive
 Martinez, CA 94553
 Facsimile: (925) 646-0288

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) upon confirmed facsimile transmission, (ii) the next business day, if sent by overnight courier and (iii) 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. Any holding over after the Term of this lease is a tenancy from month to month and is subject to the terms of 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. 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.

[Remainder of Page Intentionally Left Blank]

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

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

J. MORTZ LIMITED PARTNERSHIP

By: _____
Brian M. Balbas
Public Works Director

By: _____
Earl Dunivan and Associates, LLC
General Partner
Earl Dunivan, Manager

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

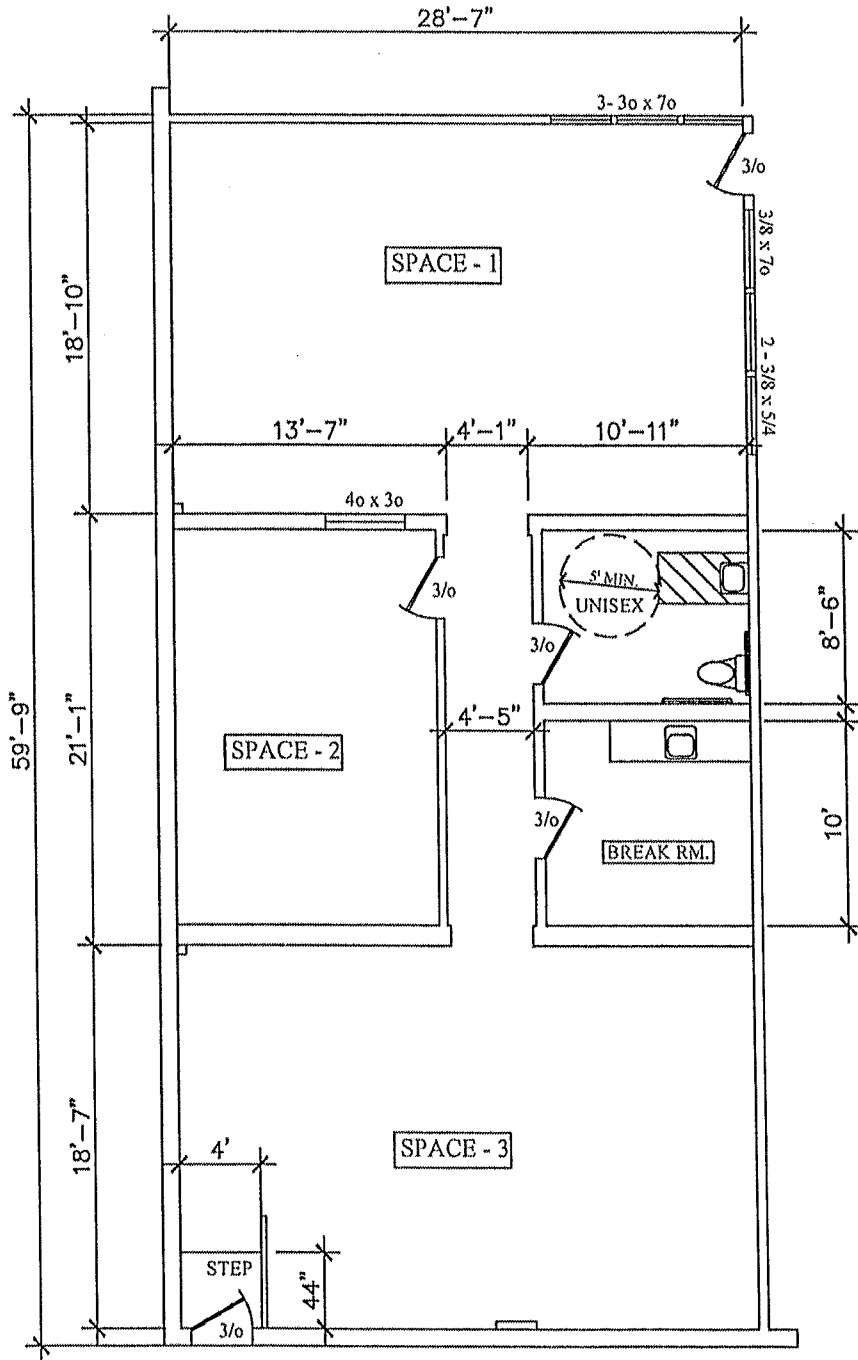
By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

\\PW-DATA\grpdata\realprop\LeaseMgt\Stacey Sinclair\3755 Alhambra, Suite 6_T00751\3755 Alhambra Avenue Suite 6_Lease_v4.docx

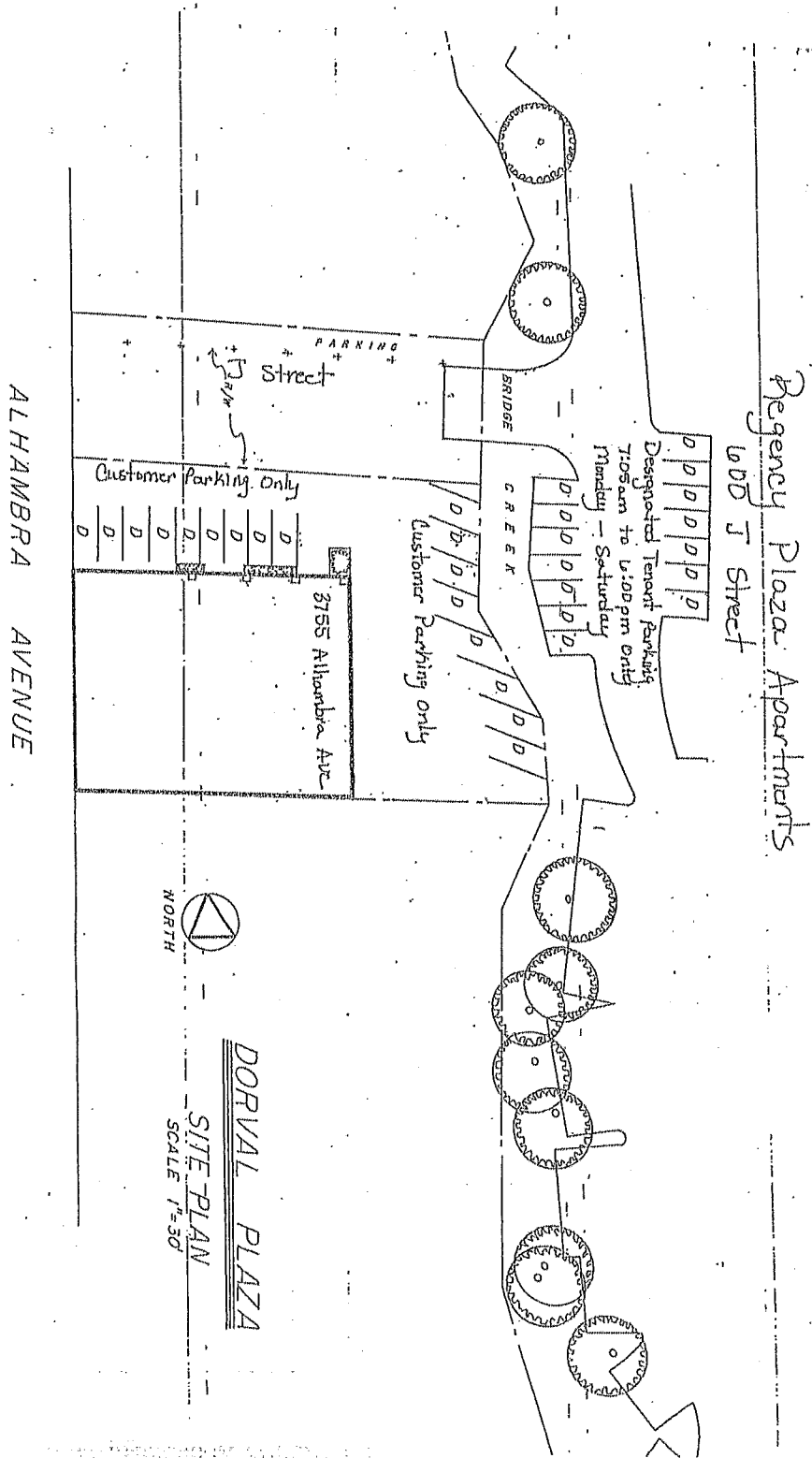
EXHIBIT A-1



FLOOR PLAN 1,788 sq. ft. 1/8"=1'-0"

3755 ALHAMBRA AVE. SUITE #6
MARTINEZ, CA.

EXHIBIT A-2





**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Grant Award #28-825-13 from the National Association of County and City Health Officials (NACCHO)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County Grant Award #28-825-13, from the National Association of County and City Health Officials (NACCHO), to pay the county an amount not to exceed \$10,000 for Contra Costa Medical Reserve Corps (MRC) Non-Competitive Capacity Building Grant Project, for the period from March 1, 2021 through February 28, 2022.

FISCAL IMPACT:

Acceptance of this Grant Award will result in an amount of \$10,000 from NACCHO for the County's Medical Reserve Corps Non-Competitive Capacity Building Grant Project. No County match required.

BACKGROUND:

The Contra Costa MRC is housed under Contra Costa County's Emergency Medical Services (EMS). MRC is part of the County's emergency planning and response system to address the need for additional medical professionals to respond to a medical surge event or an event such as those requiring the mass distribution of pharmaceuticals. Additionally, the MRC participates in trainings, health fairs, flu clinics, first aid, and community service. The NACCHO award will provide funding to allow continuous support to County's MRC Non-competitive Capacity Building Grant Project to enhance the Contra Costa MRC unit. Contra Costa County has been awarded this grant since 2011.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Marshall Bennett,
925-608-5454

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of the Grant Agreement #28-825-13 will provide funding to support the MRC Non-Competitive Capacity Building Grant Project to enhance emergency planning and response system through February 28, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this grant agreement is not approved, the County's Emergency Medical Services will not receive funding to support its Non-Competitive Capacity Building Grant Project to continue enhancement of the MRC units.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following children's outcome: Children Ready for and Succeeding in School.



Contra
Costa
County

To: Board of Supervisors
From: Alison McKee, Interim County Librarian
Date: March 2, 2021

Subject: California Libraries Cultivating Racial Equity and Inclusion Initiative Grant Funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant of up to \$5,000 from Califa to participate in the California Libraries Cultivating Racial Equity and Inclusion (CREI) Initiative for the period of July 1, 2020 to June 30, 2021.

FISCAL IMPACT:

County to receive an amount not to exceed \$5,000 from the California State Library and federal Institute of Museum and Library Services (IMLS), to be administered by Califa. The Library will utilize these funds to send employees to the CREI training. Any additional training costs will be covered by the Library Fund.

BACKGROUND:

The California Libraries Cultivating Racial Equity and Inclusion (CREI) Initiative provides participating library jurisdictions up to \$5,000 in reimbursements to support the successful learning, planning and implementation of racial equity and inclusion policies, practices and programs. Funding comes from the California State Library and federal Institute of Museum and Library Services (IMLS) and is administered by Califa, a nonprofit library membership consortium representing 230 libraries in California.

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

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Walt Beveridge
925-608-7730

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The CREI Initiative's broad goal is to catalyze a statewide network of libraries and library staff committed to racial equity and inclusion for all, to share information and deepen conversations, as well as to take actions to grow racial equity in library service delivery and the communities libraries serve.

The Library was previously awarded the grant in Fiscal Year 2019-20 to fund employee participation in the CREI Initiative.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County Library would not be able to continue participation in the Cultivating Racial Equity and Inclusion Initiative.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: March 2, 2021

Subject: Contra Costa County Office of Education Quality Matters Grant, Increased Funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept an increased grant amount of \$10,200 for a total grant amount of \$204,800 from Contra Costa County Office of Education Quality Matters Grant for the Quality Rating and Improvement System Program for the period October 1, 2020 through June 30, 2021.

FISCAL IMPACT:

County to receive \$204,800 (including the additional amendment amount of \$10,200) from the Contra Costa Office of Education.

(No County match)

County Contract #39-957

BACKGROUND:

Employment and Human Services Department, Community Services Bureau received Contra Costa County Office of Education Quality Matters grant funding in the amount of \$194,600. The grant is to be increased by \$10,200 for a total funding amount of \$204,800 for stipends to childcare sites: Balboa, George Miller, Bayo Vista, GMIII, Las Deltas, Lavonia Allen, Los Arboles, Los Nogales, and Riverview. Stipends will be used to fund professional growth training for staff and educational supplies to continue the Quality Rating and Improvement System programs.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: elaine Burren
608-4960

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without additional funding, services could not be enhanced.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Interagency Agreement #28-951 with the City of Concord

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #28-951 with the City of Concord, a government agency, to pay the County an amount not to exceed \$241,000 to provide a mental health clinician for serious and persistent mentally ill adults in Concord under the Mental Health Evaluation Team (MHET) Program, for the period from March 1, 2021 through June 30, 2022.

FISCAL IMPACT:

Approval of this Interagency Agreement will result in a total payment to the County not to exceed \$241,000. No County match is required.

BACKGROUND:

The County's Behavioral Health Services Division (BHSD) partners with law enforcement in Contra Costa County under the MHET Program. The MHET Program makes welfare checks, provides case management and linkage of mental health services. MHET's target population is the adult Contra Costa County resident who has been identified as having a serious and persistent mental illness, and in addition is described by at least one of the following: has experienced a recent psychiatric crisis; has been placed on one or more Welfare & Institutions Code section 5150 holds, has a history of violence, has access to firearms,

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Suzanne Tavanno,
925-957-5212

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

By: , Deputy

cc: Marcy Wilhlem

BACKGROUND: (CONT'D)

or has been the subject of multiple calls for service with local law enforcement. The MHET Program's objectives include reducing the number of preventable visits to Psychiatric Emergency Services, facilitating access to BHSD's system of care, increasing effective use of available outpatient mental health services, reducing the number of violent encounters between police officers and the mentally ill, providing support, referrals and safety planning to family members and providing a safer, better quality of life for the community.

Under this new Interagency Agreement #28-951 City of Concord will pay the County to provide one full time Mental Health Clinician to provide MHET Program services to adult residents of Concord, for the period from March 1, 2021 through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this Interagency Agreement is not approved, the County's Mental Health Clinician will be unable to participate in the City of Concord's MHET Program and therefore unable to provide the level of targeted assistance contemplated for the specific population described above.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Grant Application #28-950 with California Health Facilities Financing Authority

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to submit Grant Application #28-950 to the California Health Facilities Financing Authority's (CHFFA) Investment in Mental Health Wellness Grant Program for Children and Youth for funding in the amount of \$2,775,635 payable to the County, to support renovations, furniture and equipment for a children's crisis stabilization unit to be located at a County-owned property.

FISCAL IMPACT:

If awarded, County will receive funds in the amount of \$2,775,635 from the State of California Health Facilities Financing Authority for the renovation and furnishing of a facility to house a children's crisis stabilization unit. Ongoing program costs are projected to \$4,550,134 annually to be offset by Mental Health Realignment funds, Federal Medi-Cal, and private insurance billing.

BACKGROUND:

For many years staff and community stakeholders have identified the need for a crisis stabilization unit to serve children and youth in an emotional crisis. Currently young people are brought to the County's Psychiatric Emergency Service (PES) unit when they are experiencing an emotional crisis. PES accepts every individual in need of care, however, it does not currently have the capacity to separate children and youth from adult patients at its entrance, waiting room, triage, or treatment area. The result is that young patients are often in the presence of adults experiencing acute psychiatric needs. This exposure

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 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)

would be difficult for any young person but is particularly traumatic for emotionally vulnerable children and youth experiencing a mental health crisis. Furthermore, children and adolescents have developmentally distinct needs that require tailored approaches to stabilization, discharge planning, and transition to appropriate longer-term services. By seeking funding from CHFFA, the Behavioral Health Services Division (BHSD) hopes to create a free-standing crisis stabilization unit to better support the needs of the community and the long-term therapeutic outcomes of the children and youth in need of therapeutic crisis support services.

If awarded, BHSD will return to the Board for final acceptance and approval of the CHFFA award and program design.

CONSEQUENCE OF NEGATIVE ACTION:

If this application is not approved, County will not be able to apply for funds to renovate a facility to provide crisis stabilization services to youth and children experiencing and emotional crisis.

CHILDREN'S IMPACT STATEMENT:

This recommendation supports the following children's outcome: Children and Youth Healthy and Preparing for Productive Adulthood.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Amendment Agreement #29-208-85 with the California Department of Public Health, Immunization Branch

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #29-208-85 (#17-10316, A02), with the California Department of Public Health, Immunization Branch, to amend Agreement #29-208-83, as amended by #29-208-84, to increase the amount payable to the County by \$348,955, from \$1,535,960 to a new amount of \$1,884,915 with no change in the original term of July 1, 2017 through June 30, 2022.

FISCAL IMPACT:

Approval of this amendment agreement by the California Department of Public Health will reflect a change in the Immunization Branch State local assistance general funds to a new amount of \$1,884,915. No County match required.

BACKGROUND:

The County's Immunization Program makes immunizations available to all persons in need of such service in order to prevent the occurrence and transmission of childhood diseases; and under the terms of this contract, the State provides free vaccine to the County. The Program monitors the compliance of preschools, elementary schools, and secondary schools in meeting State-mandated immunization requirements through in-service programs and limited technical assistance. An adverse reaction monitoring system and outbreak control team are also included in the Program.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Dan Peddycord,
925-313-6712

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On March 27, 2018, the Board of Supervisors approved Grant Agreement #29-208-83 with the California Department of Public Health, Immunization Assistance Program, for the period from July 1, 2017 through June 30, 2022 for continuation of the Immunization Assistance Program. On December 10, 2019, the Board of Supervisors approved Amendment Agreement #29-208-84 to decrease funds by \$57,360, from \$1,593,320 to a new amount of \$1,535,960 through June 30, 2022.

Approval of Amendment Agreement #29-208-85 will allow the California Department of Public Health, Immunization Assistance Program to increase funds payable to the County through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment agreement is not approved, the County will not receive additional funds from the California Department of Public Health, Immunization Assistance Program to prevent the occurrence and transmission of childhood diseases.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Amendment Agreement #29-814-4 with the City of Concord

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #29-814-4 with the City of Concord, effective March 1, 2021, to amend Grant Agreement #29-814, as amended by Amendment Agreement #29-814-1 through #29-814-3, to increase the amount payable to the County by \$319,851 from \$285,367 to a new amount of \$605,218 and to extend the termination date from June 30, 2021 to June 30, 2022 for the Coordinated Outreach, Referral and Engagement (CORE) Program to provide homeless outreach services to residents in Concord and Walnut creek.

FISCAL IMPACT:

Approval of this amendment agreement will allow the County to receive an additional amount not to exceed \$319,851 from the City of Concord. No County match required.

BACKGROUND:

The CORE Program services locate and engage homeless clients throughout Contra Costa County. CORE teams serve as an entry point into the county's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families.

On September 12, 2017, the Board of Supervisors approved Agreement #29-814, to receive funds from the City of Concord in an amount of \$61,230 for the provision of the CORE Program, for the period

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Lavonna Martin,
925-608-6701

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

from August 1, 2017 through June 30, 2018. This agreement included agreeing to indemnify and hold harmless the contractor for claims arising out of county's performance under this contract.

On February 12, 2019, the Board of Supervisors approved Amendment Agreement #29-814-1 to increase the amount payable to the county by \$67,284 to a new amount of \$128,514 and extend the termination date from June 30, 2018 to June 30, 2019.

On June 11, 2019, the Board of Supervisors approved Amendment Agreement #29-814-2 to increase the amount payable to the county by \$75,472 to a new amount of \$203,986 and extend the termination date from June 30, 2019 to June 30, 2020.

On July 28, 2020, the Board of Supervisors approved Amendment Agreement #29-814-3 to increase the amount payable to the county by \$81,381 to a new amount of \$285,367 and extend the termination date from June 30, 2020 to June 30, 2021.

Approval of Amendment Agreement #29-814-4 will allow the County to receive additional funds for homeless outreach services through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not receive funding to support the CORE program, which may have to operate at a reduced capacity.



Contra
Costa
County

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

Subject: AGREEMENT WITH THE STATE OF CALIFORNIA TO ADMINISTER THE U.S. TREASURY EMERGENCY RENTAL ASSISTANCE PROGRAM

RECOMMENDATION(S):

ADOPT Resolution No. 2021/78 approving and authorizing the County Administrator, or designee, to enter into an agreement with the California Business, Consumer Services and Housing Agency for administration of the County's allocation of federal Emergency Rental Assistance Program funds.

FISCAL IMPACT:

\$71,669,713; \$34,296,331 from a Federal direct allocation to the County and \$37,373,382 from a State subrecipient allocation to the County. Both sources funded by the Consolidated Appropriations Act of 2021(H.R. 133). CFDA No. 21.023

BACKGROUND:

On December 27, 2020, the federal Consolidated Appropriations Act of 2021, a \$900 billion COVID-19 relief bill and continuing resolution, was signed into law and \$25 billion was allocated to the U.S. Treasury for the Emergency Rental Assistance Program (ERAP) to assist households that are unable to pay rent or utilities due to the COVID-19 pandemic. California has been slated to receive a total of \$2.6 billion of the Federal ERAP funds. Of this portion, certain cities and counties within the State with populations over 200,000 were able to apply for a direct allocation of ERAP funds from the U.S. Treasury. Contra Costa County made application for its share of these funds on January 6, 2021 and received \$34,296,331 million on January 19, 2021.

For the remainder of funds not allocated to cities and counties with populations over 200,000, the State

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Timothy Ewell, (925)
655-2043

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

By: , Deputy

cc:

Legislature developed a programmatic framework that eases administrative burden and most efficiently deploys these resources to those most in need statewide. On January 28, 2021 the State Senate and State Assembly passed the COVID-19 Tenant Relief Act (SB 91), which extends eviction protections through June 30, 2021 and creates a mechanism to deploy the state allocation of Federal ERAP funds to assist struggling tenants and landlords impacted by COVID-19. The State framework developed under SB 91 also builds upon the Federal eligibility requirements by further prioritizing the distribution of funds to certain impacted populations. A summary of major Federal and State eligibility requirements are outlined below:

BACKGROUND: (CONT'D)

Federal Eligibility Requirements:

- Funds must be used to support eligible households up to 80% Area Medium Income (AMI), with a priority for those up to 50% AMI with funding focused to ensure rental arrears are addressed to stabilize households and prevent evictions.
- 90% of funds must be used to provide financial assistance, including back and forward rent and utility payments and other housing expenses.
- Payments should be made directly to landlords or utility companies on behalf of renters; if a landlord refuses to accept the rental assistance the assistance may be provided directly to the tenant.
- The US Treasury is required to recapture excess funds not obligated by September 30, 2021 and will re-obligate them to jurisdictions that have meet obligation targets.
- Programs must be established to avoid duplication of federal rental assistance benefits to households.

State Eligibility Requirements (over and above Federal Requirements):

- The rental assistance program will provide eligible landlords with immediate relief through the payment of 80 % of their tenants' rental arrears accumulated since April 1, 2020 through March 31, 2021. Landlords, in turn, agree to accept this payment as payment in full of any unpaid rent for that period.
- In cases where a landlord chooses not to participate, an eligible tenant may apply to the program on behalf of their landlord for 25% of their arrears that they must then use to pay the landlord. The program also allows for prospective payments of 25% of monthly rent.
- Funds not expended by August 1, 2021 will be recaptured and reallocated within the State to ensure no state funds are returned to the U.S. Treasury.

The combination of proscribed Federal and State eligibility criteria leaves little discretion to Boards of Supervisors or City Councils to tailor ERAP funded rental assistance programs to specific, local needs. In fact, the State is conditioning receipt of state block grant allocations to eligible cities and counties on adoption of the State's Rental Assistance Program (the "Conforming Program"), which follows the Federal and State eligibility criteria highlighted above. Local jurisdictions can further prioritize within the Federal and State criteria above, but must implement at least the Federal and State criteria. By way of example, the following are areas that can be further prioritized in a local implementation scenario:

- Prioritization by deeper income targeting (i.e. 30% AMI and below);
- Prioritization by rent-burden;
- Prioritization by qualified census tracts;
- Prioritization by property size (i.e. small landlords vs. large landlords);
- Other related factors that the State deems to be consistent with prioritizing populations with demonstrated need;

State Options for Eligible Cities and Counties:

Following the passage of SB 91, the State has developed three implementation options for eligible cities

and counties to benefit from additional ERAP block grant funding from the State.

Option A: *Participate in the State's Conforming Program and direct its federal allocation through the State Program.* In this scenario, the County provides the State with the County's Federal direct ERAP allocation and the State, along with its contractor network, runs the State Conforming ERAP program on behalf of the County;

Option B: *Conform to the State's Conforming Program, self-administer its federal allocation and receive a block grant allocation (based on population size) from the State's Conforming Program.* In this scenario, the County received additional ERAP funds as a block grant from the State and runs the State Conforming Program on behalf of the State. The County must spend its State ERAP block grant amount (\$36 million) by August 1, 2021, or it will be recaptured by the State and reallocated to another County; or

Option C: *Choose not to conform to the State's Conforming Program rules, self-administer its federal allocation, acknowledge that the state will serve its population via the State's Conforming Program, and accepts responsibility for duplication of benefits checks between the two programs.* Under this scenario, the State runs the State Conforming Program within the County and the County runs a second, locally developed program within the County.

Current CDBG Funded Rental Assistance Program Separate

It is important to note that the ERAP funding and implementation options outlined above are separate and aside from the CDBG funded Rental Assistance Program discussed by the Board on November 17, 2020. At that time, the Board provided direction and authorization to staff to significantly expand the existing CDBG-funded rental assistance program utilizing \$3,200,000 of CDBG-CV3 funds.

The County's decision to select Option A does not impact the CDBG funded rental assistance program although it will be important to share information between the two efforts to ensure each leverage and complement one another as well as avoid duplication of efforts.

County Selection of Option A

On February 9, 2021 the Board selected Option A, which provides that the State will administer the County's share of ERAP funding as outlined in the Fiscal Impact section. The County will keep \$514,445, or 1.5% of the Federal Direct Allocation. Following the Board's action, the County Administrator filed an Expression of Intent Form transmitting the County's selection of Option A to the California Business, Consumer Services and Housing Agency, which was subsequently acknowledged.

The State has since requested that jurisdictions selecting Option A adopt a resolution which authorizes two primary actions:

1. The transfer of the County's Federal Direct allocation to the State. The logistics of this transfer have not yet been outlined by the State; however, this is contemplated in the Option A framework adopted by the Board on February 9, 2021.
2. Executing an agreement between the County and the State for the administration of the ERAP funds in line with the State Conforming Program outlined in SB 91. The State is still developing the

agreement, but has been consistently providing updates to counties across the State on progress related to program rollout.

Today's action is requesting that the Board authorize the attached resolution, which provides authority for the County Administrator to execute the two actions outlined above in addition to providing broad authority to ensure the successful implementation of the ERAP program. Adoption of the resolution, transfer of the Federal Direct Allocation and execution of the agreement are all necessary to launch the ERAP program for the benefit on County residents.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not have a formal resolution authorizing the transfer of the Federal Direct Allocation and entering into an agreement for administration of the ERAP program by the State. The resolution, transfer and execution of the agreement are necessary to launch the ERAP program for the benefit of County residents.

CHILDREN'S IMPACT STATEMENT:

No impact

ATTACHMENTS

Resolution 2021/78

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

Adopted this Resolution on 03/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/78

RESOLUTION OF THE GOVERNING BODY OF THE COUNTY OF CONTRA COSTA AUTHORIZING PARTICIPATION IN THE STATE RENTAL ASSISTANCE PROGRAM

WHEREAS, On December 27, 2020, the Consolidated Appropriations Act, 2021 (Pub.L. No. 116-260) (the “Act”) was signed into law. Section 501 of Division N of the Act established the federal Emergency Rental Assistance Program (“ERAP”), and authorized the direct allocation of funds to states, units of local government, tribal communities, and territories. The ERAP funds are intended to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic.

WHEREAS, California Senate Bill No. 91 (2021-2022 Reg. Sess.) (“SB 91”) established the State of California’s program for administering its share of ERAP funds (the “State Rental Assistance Program,” “SRAP,” or “State Rental Assistance Funds”). SB 91 added Chapter 17 (commencing with Section 50897) to Part 2 of Division 31 of the Health and Safety Code. Health and Safety Code section 50897.1, subdivision (a)(1) authorizes the Department of Housing and Community Development (the “Department”) to administer the State Rental Assistance Funds in accordance with state and federal law.

WHEREAS, on January 19, 2021, the County of Contra Costa (“Locality”) received an allocation of ERAP funds from the U.S. Department of the Treasury (“Treasury”) in the amount of \$34,296,331.30 (this amount, the Locality’s “Direct Federal Allocation”).

WHEREAS, Locality will also receive a share of State Rental Assistance Funds pursuant to Health and Safety Code section 50897.2, subdivision (a)(3) (this amount, the Locality’s “Proportionate SRAP Share”). The Department will administer the Locality’s Proportionate SRAP Share pursuant to Health and Safety Code section 50897.3.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa:

1. The County Administrator, or designee, is hereby authorized and directed to take all actions necessary to transmit Locality’s Direct Federal Allocation to the Department so that the Department will administer the Locality’s Direct Federal Allocation and the Locality’s Proportionate SRAP Share for and on behalf of the Locality, and pursuant to Health and Safety Code section 50897.3, subdivision (b)(3).
2. The County Administrator, or designee, is hereby authorized and directed to enter into, execute, and deliver any and all documents (and amendments thereto) that are required or deemed necessary or appropriate under State or Federal law to govern the Department’s administration of the Locality’s Direct Federal Allocation for and on behalf of the Locality (collectively, the “HSC 50897.3 Documents”). Such HSC 50897.3 Documents shall include a Department-approved STD 213, Standard Agreement in a total amount not to exceed \$71,669,713 (the “Standard Agreement”), and all amendments thereto.
3. Locality acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement.
4. The County Administrator, or designee, is authorized to execute the HSC 50897.3 Documents on behalf of the Locality for participation in the State Rental Assistance Program and take any and all actions necessary in support of the successful implementation of the ERAP program.

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

ATTESTED: March 2, 2021

Contact: Timothy Ewell, (925) 655-2043

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Contract #76-640-3 with Key MD Consulting, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-640-3 with Key MD Consulting, Inc., a corporation, in an amount not to exceed \$930,000, to provide part-time emergency medicine services for Contra Costa Regional Medical Center (CCRMC) for the period from April 1, 2021 through March 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$930,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

Key MD Consulting, Inc. has been providing part-time emergency medicine services at CCRMC since April 10, 2019. In January 2020, the County received notice the legal status for this contractor changed from an individual to a for-profit corporation.

In March 2020, the County Administrator approved and Purchasing Services Manager executed Contract #76-640-1 with Key MD Consulting, Inc. (formerly known as Andrew Keyser, M.D.), in an amount of \$125,000 to provide part-time emergency medicine services at CCRMC, for the period April 1, 2020 through March 31, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 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.wilham

BACKGROUND: (CONT'D)

In November 2020, the County Administrator approved and the Purchasing Services Manager executed Contract Amendment Agreement #76-640-2 with Key MD Consulting, Inc., to increase the payment limit by \$75,000 from \$125,000 to a new payment limit of \$200,000, due to a higher volume in Emergency Room services.

Approval of Contract #76-640-3 will allow the contractor to continue to provide emergency medicine services through March 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, needed emergency medicine services to CCRMC patients will not be provided by this contractor.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Purchase Order with Becton Dickinson and Company

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with Becton Dickinson and Company, in an amount not to exceed \$300,000 for the reagents and supplies, for the microbiology unit at the Contra Costa Regional Medical Center (CCRMC) clinical laboratory, for the period from December 21, 2020 through December 20, 2027.

FISCAL IMPACT:

This purchase order will result in services and supplies expenditures of up to \$300,000 over a 7 year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

The CCRMC clinical laboratory uses blood culturing as a tool in diagnosing sepsis, which is the number one cause of death in patients with COVID-19. Rapid diagnosis of a blood stream infection is the key in selecting the correct targeted antibiotic therapy to help the patient fight the infection. The rental of the Becton Dickinson and Company's BACTEC along with reagents and supplies that are needed to perform tests, will help improve the recovery of positive blood cultures as well as improve the time to detection of those organisms. The BD BACTEC is an improved and innovative platform compared to its competitors. It also has an improved and faster organism recovery which are two of the most popular platforms on the market.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Jaspreet Benepal,
925-370-5101

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

By: , Deputy

cc: Marcy Wilhelm, Margaret Harris

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, then CCRMC clinical laboratory will not be able to perform the specific patient testing that utilizes these supplies, thus impacting patient safety and health.



Contra
Costa
County

To: Board of Supervisors
From: Matt Slattengren, Ag Commissioner/Weights & Measures Director
Date: March 2, 2021

Subject: Agreement for Services - Dept. of Parks and Recreation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with State of California - Department of Parks and Recreation for the County to receive an amount not to exceed \$9,000 for the County to provide services to treat invasive weeds in Mount Diablo State Park beginning February 1, 2021 through May 31, 2021.

FISCAL IMPACT:

The county will be reimbursed in an amount not to exceed \$9,000 for providing supplies and labor to control invasive weeds in Mount Diablo State Park, Department of Parks for the State of California.

BACKGROUND:

Contra Costa County Agriculture/Weights & Measures Department has a long history of weed management and weed abatement. There are two main non-native and invasive weeds (Artichoke Thistle and Purple Star Thistle) we continue to invest time and resources to abate as well as several other species. Contra Costa is generally infested with both Artichoke Thistle and Purple Star Thistle, which are both B rated pests, and both are a detriment to our fragile regional and state parks. The Department has built a great relationship

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

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

Contact: 608-6600

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and works closely with the state parks, regional park districts, regional water districts, various other entities, and private landowners to collectively control these weeds. The Department will be implementing control methods that will protect endangered species as well as promote regrowth of native and desirable plants. The agreement requires the County to defend and indemnify the State for all claims, losses, and damages arising out of County's performance of the agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the county will not be able to provide services to control invasive weeds at Mount Diablo State Park and lose revenue and possibly increase the spread of noxious and invasive weeds, not native to California.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Matt Slattengren, Ag Commissioner/Weights & Measures Director
Date: March 2, 2021

Subject: 2021/2022 Invasive Plant Management - Windermere Ranch Preserve

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with The Center for Natural Land Management in an amount not to exceed \$9,000, for provision by the County of noxious weed control services in Windermere Preserve, San Ramon, for the period of January 26, 2021 through September 30, 2022.

FISCAL IMPACT:

This agreement will reimburse the Agriculture Department in an amount not to exceed \$9,000 for noxious weed control services in Windermere Preserve. There is no county match for funds.

BACKGROUND:

The Agriculture Department shall supply appropriate product to spray noxious weeds (artichoke thistle and purple-star thistle) with the use of backpack sprayers and all-terrain vehicles. The noxious weed control services are limited to those locations where noxious weeds have been located, identified and pose a public, economic, environmental or recreational nuisance.

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

Action of Board On: **03/02/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: March 2, 2021

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

Contact: 608-6600

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department would have a loss in revenue and the county may face the spread of noxious weeds.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Contract #76-617-2 with Antoine Samman, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-617-2 with Antoine Samman, M.D., an individual, in an amount not to exceed \$480,000, to provide neurology services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Center patients for the period from May 1, 2021 through April 30, 2023.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$480,000 over a 2 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 rely on contractors to provide necessary specialty health services to their patients. CCRMC has contracted with Antoine Samman, M.D. for neurology specialty services since May 1, 2018.

On April 9, 2019, the Board of Supervisors approved Contract #76-617-1 with Antoine Samman, M.D., in an amount of \$480,000 to provide neurology services, including training consultation, on-call, and surgical procedures at CCRMC, for the period through April 30, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 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 #76-617-2 will allow the contractor to continue to provide neurology services through April 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's CCRMC patients will not have access to this provider's neurology services.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Contract Amendment Agreement #26-721-7 with Minh Nguyen, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-721-7 with Minh Nguyen, M.D., an individual, effective March 1, 2021, to amend Contract #26-721-6 to increase the payment limit by \$60,000 from \$195,000 to a new payment limit of \$255,000, with no change in the original term of June 1, 2020 through May 31, 2023.

FISCAL IMPACT:

This amendment will result in additional contractual service expenditures of up to \$60,000 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, Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers rely on contractors to provide necessary specialty health services to its patients. CCRMC has contracted with Minh Nguyen, M.D. for pulmonary critical care specialty services since June 1, 2012.

In July, 2020, the County Administrator approved and Purchasing Services Manager executed Contract #26-721-6 with Minh Nguyen, M.D., to provide pulmonary critical care services including consultation, training, surgical procedures, sleep studies and diagnostic procedures for patients at CCRMC, for the period from June 1, 2020 through May 31, 2023.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 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.wilham

BACKGROUND: (CONT'D)

Approval of Contract Amendment Agreement #26-721-7 will allow contractor to provide additional pulmonary critical care services through May 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the County will not have access to the contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Approval of Software and Services Agreement #23-700 with HealthcareSource HR, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Software and Services Agreement #23-700 with HealthcareSource HR, Inc, in an amount not to exceed \$270,155, to license their Learning Management System (LMS) for the period from March 2, 2021 through March 1, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$270,155 and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

HealthcareSource HR, Inc. will be replacing our current continuing medical education software provided by Elsevier, Inc. beginning in March 2021. HealthcareSource HR, Inc. provides skill assessment and e-learning for medical staff orientation and annual competency recertification assessment. Contra Costa Health Services (CCHS) will be able to record, track, and report mandatory clinical education and clinical competency requirements of staff in a single system. Section 16 of the Master Relationship Agreement requires the County to indemnify Healthcare Source HR, Inc. for any claims arising from the County's use of the software. The Health Services Department staff recommends that the Board of Supervisors approve this item, as recommended.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Patrick Wilson,
925-335-8700

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

By: , Deputy

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

CCHS education, training requirements, and operations will be severely impacted if this product is not acquired to replace the Elsevier platform. Without this software, the online e-learning clinical programs will need to be re-written and transferred to a paper system. Due to the logistical complexities of a paper-based training system, there will be more resources needed to operationalize it from an administration perspective which may create delays in training delivery and completion.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: March 2, 2021

Subject: RENEWAL OF BLANKET PURCHASE ORDER WITH SYSCO FOOD SERVICES

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment and Human Services Director, to renew the Blanket Purchase Order with Sysco Food Services for the total amount of \$1,000,000, for food and non-food product items, equipment and supplies, for the term of January 1, 2021 through December 31, 2023.

FISCAL IMPACT:

This purchase order is funded 40% (\$400,000) through the California Department of Education and 60% (\$600,000) through the Department of Health and Human Services Administration for Children and Families.

[CFDA #93.600]

BACKGROUND:

The Department utilizes this company to furnish food service supplies and equipment to provide daily food service to the childcare centers operated by the Department. The original contract in the amount of \$1 million was approved by the Board of Supervisors at its July 29, 2014 meeting.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Nasim Eghlima
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Angela Winn

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to make necessary purchases to operate the childcare centers.

CHILDREN'S IMPACT STATEMENT:

This Employment & Human Services Department Community Services Bureau contract 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

Sysco PO_ Approved



Contra Costa County
 Employment and Human Services Department
 Community Services Bureau



Request for Purchase Order Requisition

Vendor: SYSCO Food Service
(Suggested) 5900 Stewart Avenue

Address
 Fremont CA 94538
 City State Zip

Delivery Address: 1470 Civic Ct STE 200
 Address

Concord CA 94520
 City State Zip
 Adriana Arceo
 Requested by Date 1/7/21

Angela Villar
 Accounting Approval Date 1/11/21
 As Coded - State: 40% Fed: 60%

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 blanket purchase order with SYSCO Food Service in the amount of \$1,000,000.00 for the period January 1, 2021 through Dec 31, 2023 for food and non-food product items, equipment and supplies.

Unit Price \$1,000,000.
Total Price \$1,000,000.

Subtotal: \$1,000,000.0
Sales Tax:
Shipping/Delivery Charge:

Total: \$1,000,000.0

**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?

Sysco Food Services offers a wide and unsurpassed selection of equipment and products of high quality standards, such as kitchen equipment, frozen and perishable foods items, staple grocery items, bakery products and refrigeration equipment and accessories. Furthermore, Sysco's suppliers are required to comply with the company's product standard and specifications to ensure the quality of Sysco's brand names.

2. What are the unique performance factors of the selected product / service?

Provide detailed specifications and descriptions.

Sysco brand products offer quality and safety which comply with the California Adult and Child Food Program guidelines. They employ the most capable staff of Quality Assurance professionals to ensure that their products are safe. They have a Quality Assurance team that is responsible for screening suppliers and disapproving them if they fail to meet Sysco's high quality standard.

3. Why are these specific factors required?

Health and Safety is an important and crucial component in the Head Start and Child Development programs. We are also mandated to comply with the California Adult and Child Food Program guidelines. Thus, a company that ensures safety and quality in their products, such as Sysco Food Services is imperative in our program.

4. What other products / services have been examined and rejected?

We have tried purchasing from local grocery stores, but the quantity and quality did not meet our standard and the State guidelines.

5. Why are other sources providing like goods or services unacceptable?

Full explanation needed.

They are unacceptable because our needs are too large to be spending time driving and shopping at local grocery stores.

SUPPLEMENTAL APPROVAL FORM FOR ITEMS OVER \$25,000

(if over \$200,000- Board of Supervisors Approval needed)

Department: EHSD-Community Services Bureau _____ Date: 1/7/21 _____

Authorized Requestor: Sylvia Kim Telephone: 925-681-6303

Authorized Requestor Signature: _____

1. P.O. Requisition No. Renewal Purchase Order

2. Item. Dairy Products /kitchen equipment/food

3. Single Item Multiple Like Items X Integrated System

4. How does this purchase meet the Departments operational needs?

Sysco Food Service offers a wide selection of food and equipment supplies, such as kitchen equipment, paper and plastic products, refrigeration equipment and accessories, bakery products, frozen, and perishable food items. These are crucial in the operation of CSB's central kitchen that serves over 40,000 meals monthly to the children in the child care centers all throughout the county.

5. Estimated cost: \$1,000,000.00 from Jan 1, 2021 to Dec 31,2023

5. Funding Source: State (40%) and Federal (60%) funds _____

6. Information Technology Approval (Needed for acquisition of computer hardware, services, software)
Computer Hardware, Services, and Software meet minimum use guidelines.

Signature: _____ Date: _____

7. 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

Department representative name

Sydney Kim
(print name)

Department representative signature


(sign name)

Date: 1.7.21

GSD PURCHASING OFFICE USE ONLY:

BUYER: _____ PURCHASING AGENT / DESIGNEE _____

APPROVED: _____ NOT APPROVED: _____ DATE: _____

COMMENTS:



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Contract #74-622 with Paradise Adolescent Homes, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-622 with Paradise Adolescent Homes, Inc., a non-profit corporation, in an amount not to exceed \$110,000, to provide a Short Term Residential Therapeutic Program (STRTP) for Seriously Emotionally Disturbed (SED) youth, for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$110,000.

FISCAL IMPACT:

Approval of this contract will result in budgeted annual expenditures of up to \$220,000 and will be funded by 50% Federal Medi-Cal (\$110,000) and 50% Mental Health Realignment Funds (\$110,000) revenues.

BACKGROUND:

This contract meets the social needs of county's population by providing mental health services to youth with emotional and behavioral problems to improve school performance, reduce unsafe behavioral practices, and reduce the need for out-of-home placements. 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: **03/02/2021** 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: March 2, 2021

Contact: Suzanne Tavano, PhD.,
925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

Under Contract #74-622, the contractor will provide STRTP services to SED youth for the period January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED youth requiring STRTP services will not have access to the contractor's services.

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.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: March 2, 2021

Subject: Great Plates Delivered Program Contract Amendment

RECOMMENDATION(S):

1. Approve and Authorize the County Administrator, or designee, to execute contract amendments in an aggregate amount not to exceed \$6,363,329.25, to facilitate the preparation and delivery of meals under the State of California Great Plates Delivered Program:

A. A contract amendment with GDCC LLC to increase the payment limit from \$1,359,044.25 by \$424,912.50 to a new payment limit not to exceed \$1,783,956.75 to prepare, provide and deliver a maximum of 225 meals a day to 75 program eligible older adults and extend the term through June 5, 2021 on the condition of additional Federal Emergency Management Agency's Public Assistance (FEMA) funding being available for additional meal services under the Great Plates Delivered Program.

B. A contract amendment with Shahram Taheri to increase the payment limit from \$1,313,280 by \$410,400 to a new payment limit not to exceed \$1,723,680 to prepare, provide and deliver a maximum of 225 meals per day to 75 program eligible older adults and extend the term through June 5, 2021 on the condition of additional Federal Emergency Management Agency's (FEMA) Public Assistance funding being available for additional meal services under the Great Plates Delivered Program.

C. A contract amendment with Agave Grill Corporation to increase the payment limit from \$1,141,800 by \$445,500 to a new payment limit not to exceed \$1,587,300 to prepare, provide and deliver a maximum of 225 meals a day to 75 program eligible older adults and extend the term through June 5, 2021 on the condition of additional Federal Emergency Management Agency's

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Kathy Arana (925)
608-4887

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

(FEMA) Public Assistance funding being available for additional meal services under the Great Plates Delivered Program.

D. A contract amendment with RLW Properties, LLC to increase the payment limit from \$825,930 by \$442,462.50 to a new payment limit not to exceed \$1,268,392.50 to prepare, provide and deliver a maximum of 225 meals a day to 75 program eligible older adults and extend the term through June 5, 2021 on the condition of additional Federal Emergency Management Agency's (FEMA) Public Assistance funding being available for additional meal services under the Great Plates Delivered Program.

FISCAL IMPACT:

Expenditures will initially be funded with County General Funds and submitted to the FEMA program for up to 75% Federal reimbursement and to the California Office of Emergency Services (CalOES) for 18.75% State of California Disaster Assistance Act funding, and 6.25% will remain County funds. Any expenditures not fully reimbursed at 75% Federal FEMA funds will be County funds.

BACKGROUND:

The original four contracts with GDCC LLC, Sharam Taheri, Agave Corporation and RLW Properties, LLC, together with their respective amendments, provide for three nutritious restaurant meals a day for eligible older adults required to shelter in place or self-isolate due to the COVID-19 pandemic, who are not receiving nutrition assistance benefits from other federal or state programs, and who are unable to prepare meals on their behalf. In addition, the Great Plates Delivered Program (Program) provides economic stimulus to local restaurants that are struggling due to COVID-19 mitigation orders. The Program is currently extended until March 8, 2021, and may receive additional extensions and associated funding.

Ratification of the contract amendments between the County and GDCC LLC, Shahram Taheri, Agave Corporation and RLW Properties, LLC will ratify the execution of contract amendments that enables Contra Costa County to serve up to 300 vulnerable older adults. Consistent with Program specifications, contractors will be paid an amount not to exceed \$66 per person per day during the terms of these contracts and, where authorized and approved, their amendments. The execution of further amendments of the four contracts with GDCC LLC, Shahram Taheri, Agave Corporation and RLW Properties, LLC under this Program will extend the services through June 5, 2021, but will occur only on the condition that FEMA funding becomes available.

CONSEQUENCE OF NEGATIVE ACTION:

The execution of the contract amendments will not be ratified.



Contra
Costa
County

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

Subject: Approval of Contract for Specialized Professional Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Counsel, or her designee, to execute, on behalf of Contra Costa County, a contract for specialized professional services with Terry Roemer.

FISCAL IMPACT:

Services will be billed at the hourly rate of \$350 per hour for legal and investigatory services and \$400 per hour for testimony and will be charged to the County Departments which utilize the services.

BACKGROUND:

County departments require on-going legal assistance conducting workplace investigations, preparing for anticipated litigation, and providing legal advice. Terry Roemer has specialized expertise in the area of employment law and litigation. The County entered into a contract with Terry Roemer on January 19, 2018, for legal assistance to the County in its workplace investigations. This contract incorporates updated terms and conditions.

CONSEQUENCE OF NEGATIVE ACTION:

The County will be unable to obtain the firm's services.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Janice Amenta
925-655-2286

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

Contract for Legal Services

CONTRACT FOR LEGAL SERVICES

BETWEEN

CONTRA COSTA COUNTY

AND

TERRY ROEMER

[INDEPENDENT PERSONNEL INVESTIGATIONS]

1. Parties and Effective Date. Effective January 1, 2021, the County of Contra Costa, a political subdivision of the State of California (hereinafter called “Agency”), and Terry Roemer (hereinafter called “Attorney”) (collectively, “the parties”), mutually agree as follows:
2. Term. The term of this Contract for Legal Services (hereinafter called “Agreement”) shall be from the effective date through the completion of all assigned matters, unless sooner terminated as provided herein. This Agreement supersedes all previous contracts, if any, between the parties.
3. Attorney’s Obligations.
 - a. On the matters covered by this Agreement, Attorney will provide professional legal services, advice and consultation to the Agency through its County Counsel in the form of confidential, impartial workplace investigations, the scope of which will be further delineated by County Counsel. Attorney will conduct interviews, conduct necessary research, provide a written report of the findings of each investigation, and any other related tasks necessary to complete investigations, as approved by County Counsel.
 - b. The purpose of these legal services is to facilitate the County’s employment counsel in rendering legal advice to the County. Attorney will make factual findings utilizing Attorney’s legal skills, knowledge and experience in employment law. Attorney’s services are protected by the attorney/client and work product privileges, unless the Agency waives these privileges.
 - c. Terry Roemer is the primary attorney designated by Agency to provide these services. No other attorney will be designated to provide these services without prior written approval of County Counsel. No major decision concerning the handling of, or the scope of, personnel investigations, or a commitment for a substantial expenditure is to be made without the prior approval of County Counsel and when appropriate or necessary, the Board of Supervisors.

4. Compensation. In consideration of Attorney's provision of services, Agency shall pay Attorney's reasonable costs, as follows:
 - a. For legal services:

Terry Roemer	\$350.00 per hour
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For testimony:

Terry Roemer	\$400.00 per hour
--------------	-------------------
 - b. Travel time is billed at the attorney's hourly rate, above.
 - c. Reasonable costs, as follows:
 - 1) Automobile mileage at the IRS standard mileage rate. Any travel outside Sacramento or the San Francisco Bay Area is subject to the prior approval of County Counsel.
 - 2) Postage, delivery services, transcription of taped interviews, travel expenses, long distance telephone charges, outside photocopying costs, and other similar charges at actual cost incurred.
 - 3) Other reasonable costs that are approved in advance by County Counsel.
5. Billing and Payment. Attorney shall submit to the Agency, through the County Counsel's Office, a properly documented demand for payment monthly, in the form and manner prescribed by Agency. The demand for payment shall itemize the type of services performed, the date the services were performed, and the amount of time spent on such services. Attorney shall supply a copy of its W-9 form to Agency.
6. Independent Contractor Status. This Agreement is by and between two independent contractors and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
7. Subcontract and Assignment. Attorney shall not subcontract any of the work or assign any of Attorney's rights or obligations under this Agreement without prior written consent of Agency.
8. Records. Attorney shall at all times keep a complete and thorough record of the time expended and services performed on behalf of Agency and shall also make available to Agency for audit all such records maintained.
9. Conflicts of Interest. Attorney shall avoid any actual or potential conflicts of interest. Attorney agrees to notify Agency immediately of any case or situation which may involve an actual or potential conflict of interest for Agency's review and decision.

10. Termination. This Agreement may be terminated by Agency, at its sole discretion, upon written notice to the Attorney. This Agreement may be terminated by Attorney upon 90 days prior written notice to Agency.
11. Insurance. Attorney shall provide professional liability insurance with a minimum coverage limit of \$1,000,000 per claim/\$1,000,000 in the aggregate for all damages or losses because of errors, omissions, or malpractice arising from the provision of professional services under this Agreement.
12. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and all prior understandings or agreements, oral or written, of whatsoever in nature regarding this matter are superseded and terminated by this Agreement and are hereby abrogated and nullified. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
13. Notices. All notices (including requests, demands, approvals or other communications) under this Agreement must be in writing. The place for delivery of all notices given under this Agreement shall be shown below, or to such other addresses as County and Attorney may respectively designate by written notice to the other:

County: Office of the County Counsel
 Attn: Mary Ann Mason, Chief Assistant County Counsel
 1025 Escobar Street, 3rd floor
 Martinez, CA 94553

Attorney: Terry Roemer
 Law Office of Terry Roemer
 6114 LaSalle Avenue #176
 Oakland, CA 94611-2802

14. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be treated as an original and all of which together are to be considered one and the same Agreement. Facsimile signatures or scanned copies of signatures are binding and are to be considered original signatures.

CONTRA COSTA COUNTY

LAW OFFICE OF TERRY ROEMER

By: _____
 County Counsel

By: _____
 Terry Roemer

FORM APPROVED:

Sharon L. Anderson
County Counsel

By: _____
Mary Ann McNett Mason
Chief Assistant County Counsel

APPROVED FOR PAYMENT FROM:

Org.: 1351

Acct.: 2310

By: _____
County Administrator's Office



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Contract #77-065-2 with Vibrantcare Outpatient Rehabilitation of California, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-065-2 with Vibrantcare Outpatient Rehabilitation of California, Inc., a Corporation, in an amount not to exceed \$1,650,000, to provide physical therapy services to Contra Costa Health Plan (CCHP) members and County recipients for the period from March 1, 2021 through February 29, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$1,650,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II. (No rate increase)

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 and providing hospital services to CCHP members since 2016.

On February 26, 2019, the Board of Supervisors approved Contract #77-065-1 with Vibrantcare Outpatient Rehabilitation of California, Inc., in an amount of \$500,000 to provide physical therapy services to CCHP members and County recipients, for the period from March 1, 2019 through February 28,

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 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)

2021.

Approval of Contract #77-065-2 will allow the contractor to continue providing physical therapy services through February 29, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members and County recipients under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Contract #74-623 with Harmonic Solutions, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-623 with Harmonic Solutions, LLC, a limited liability company, in an amount not to exceed \$694,261, to provide methadone maintenance treatment services for the period from January 1, 2021 through June 30, 2021.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$694,261 and will be funded by 50% Federal Medi-Cal (\$347,130) and 50% Drug Medi-Cal Realignment (\$347,130) revenues.

BACKGROUND:

The Behavioral Health Services Department (BHSD) is in its first year contracting with Harmonic Solutions, LLC. This contract meets the social needs of County's population by providing specialized substance abuse treatment and prevention programs to help clients to achieve and maintain sobriety and to experience the associated benefits of self-sufficiency, family reunification, cessation of criminal activity and productive engagement in the community. 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: **03/02/2021** 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: March 2, 2021

Contact: Suzanne Tavano, Ph.D,
925-957-5169

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Under Contract #74-623, the contractor will provide methadone treatment services through its Methadone Maintenance Clinics Program (Medi-Cal Drug Abuse Treatment Services) for the period from January 1, 2021 through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contra Costa County residents will not receive methadone maintenance treatment services needed to provide them an opportunity to achieve sobriety and recover from the effects of alcohol and other drug use, become self-sufficient, and return to their families as productive individuals.

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.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Contract #24-837-30 with Daniel C. May, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-837-30 with Daniel C. May, M.D., an individual, in an amount not to exceed \$279,552, to provide outpatient psychiatric services to patients in West County, for the period from May 1, 2021 through April 30, 2022.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$279,552 and will be funded as budgeted by the department in FY 2021-22, by 100% Mental Health Realignment. (No rate increase)

BACKGROUND:

The Behavioral Health Services Division has been contracting with Daniel C. May, M.D. since July 1996, for expertise in psychiatric services, including diagnosing, counseling, evaluating, and providing medical and therapeutic treatment to patients in West County.

On April 28, 2020, the Board of Supervisors approved Contract #24-837-29 with Daniel C. May, M.D., in an amount of \$279,552 to provide outpatient psychiatric services, including diagnosing, counseling, and evaluating, and providing medical and therapeutic treatment for patients in West County, for the period May 1, 2020 through April 30, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

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

By: , Deputy

cc: Alaina Floyd, marcy.wilham

BACKGROUND: (CONT'D)

Approval of Contract #24-837-30 will allow the contractor to continue providing outpatient psychiatric services through April 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, adult patients in West County requiring outpatient psychiatric services will not have access to the contractor's services.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Contract #77-260-1 with Creekside Operating Company, LP (dba Creekside Healthcare Center)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-260-1 with Creekside Operating Company, LLP (dba Creekside Healthcare Center), a limited partnership, in an amount not to exceed \$900,000, to provide skilled nursing services for Contra Costa Health Plan (CCHP) members for the period March 1, 2021 through February 29, 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 CCHP Enterprise Fund II revenues. (Rate increase)

BACKGROUND:

This contractor has been contracting with the County since March 2020 and is in the Community Provider Network (CPN) providing skilled nursing facility services to CCHP members and County recipients. The skilled nursing facility services shall be performed by the contractor's doctors, nurses and other health care professionals, including physical therapists. 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.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 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)

On February 4, 2020, the Board of Supervisors approved Contract #77-260 with Creekside Operating Company, LP (dba Creekside Healthcare Center), in an amount of \$400,000 to provide skilled nursing facility services for CCHP members and County recipients for the period March 1, 2020 through February 28, 2021.

Approval of Contract #77-260-1 will allow the contractor to continue to provide skilled nursing facility services through February 29, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members will not receive the benefits of skilled nursing facility services from the contractor.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Contract #74-355-13 with Lisa Wang, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-355-13 with Lisa Wang, M.D., an individual, in an amount not to exceed \$209,664, to provide outpatient psychiatric services to patients in West County, for the period July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$209,664 and will be funded as budgeted by the department in FY 2021-22 by 100% by Mental Health Realignment. (No rate increase)

BACKGROUND:

The Behavioral Health Services Division has been contracting with Lisa Wang, M.D., since June 2009 for her expertise in providing outpatient psychiatric care to County patients.

On March 10, 2020, the Board of Supervisors approved Contract #74-355-12 with Lisa Wang, M.D., to provide outpatient psychiatric services, including diagnosing, counseling, and evaluating, and providing medical and therapeutic treatment for County patients in West County, for the period July 1, 2020 through June 30, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021**
 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: March 2, 2021

Contact: Suzanne Tavano,
925-957-5212

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

By: , Deputy

cc: Alaina Floyd, marcy.wilham

BACKGROUND: (CONT'D)

Approval of Contract #74-355-13 will allow the Contractor to continue providing outpatient psychiatric services through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, adult patients in West County requiring outpatient psychiatric services will not have access to the contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Contract #74-394-14 with Ronald L. Leon, M.D., Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-394-14 with Ronald L. Leon, M.D, Inc., a corporation, in an amount not to exceed \$222,144, to provide outpatient psychiatric services to patients in East County and at the Juvenile Detention Facility, for the period April 1, 2021 through March 31, 2022.

FISCAL IMPACT:

This contract will result in contractual service annual expenditures of up to \$222,144 and will be funded 100% by Mental Health Realignment. (No rate increase)

BACKGROUND:

Dr. Leon has been providing psychiatric services for mentally ill patients in East County, and psychiatric services to clients in the Juvenile Detention Facility, and psychiatric services to Spanish speaking clients since April 1, 2010.

On April 14, 2020, the Board of Supervisors approved Contract #74-394-13 with Ronald L. Leon, M.D., Inc., to provide outpatient psychiatric services, including diagnosing, counseling, and evaluating, and providing medical and therapeutic treatment for patients in East County, for the period April 1, 2020 through March 31, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Suzanne Tavano,
925-957-5212

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

By: , Deputy

cc: Alaina Floyd, marcy.wilham

BACKGROUND: (CONT'D)

Approval of Contract #74-394-14 will allow the contractor to continue providing outpatient psychiatric services through March 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients in East County and the Juvenile Detention Facility requiring outpatient psychiatric services 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: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Amendment #76-640-4 with Key MD Consulting, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-640-4 with Key MD Consulting, Inc., a corporation, effective February 1, 2021, to amend Contract #76-640-1 to increase the payment limit by \$110,000, from \$200,000 to a new payment limit of \$310,000, with no change in the term of April 1, 2020 through March 31, 2021.

FISCAL IMPACT:

Approval of this amendment will result in an increased expenditure of \$110,000 and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:

Key MD Consulting, Inc. has been providing part-time emergency medicine services to Contra Costa Regional Medical Center (CCRMC) for the county since April 2019.

In March 2020, the County Administrator approved and Purchasing Services Manager executed Contract #76-640-1 with Andrew Keyser, M.D., in the amount of \$125,000 to provide part-time emergency medicine services at CCRMC, for the period April 1, 2020 through March 31, 2021. In November 2020, the County Administrator approved and the Purchasing Services Manager executed Contract Amendment Agreement #76-640-2 with Key MD Consulting, Inc., to increase the payment limit by \$75,000 from \$125,000 to a new payment limit of \$200,000, due to a higher volume in Emergency Room services.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 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.wilham

BACKGROUND: (CONT'D)

Approval of Contract Amendment #76-640-4 will allow the contractor to provide additional services due to increase volume in Emergency Room services and a vacant position in the department through March 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CCRMC will not have access to the contractor's services.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
Date: March 2, 2021

Subject: Contract for Third Party Fire Protection Plan Review

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Fire & Risk Alliance, LLC, in an amount not to exceed \$30,000, for fire protection plan review services for the Diablo Energy Storage project in Pittsburg, for the period March 2, 2021, through March 1, 2022.

FISCAL IMPACT:

The District will charge the Diablo Energy Storage System project for the full cost of the third party review services.

BACKGROUND:

The Contra Costa County Fire Protection District (District) conducts plan review services in accordance with the California Fire Code (CFC). The District has a need to contract with a third party fire protection plan review service provider for the proposed Diablo Energy Storage System project located in Pittsburg, CA. The contractor will conduct a review of a complete construction drawing package for the facility. The purpose of the review is to determine if the construction plans are in compliance with the California Fire Code, Contra Costa County Fire Protection District requirements, UL9540a testing (or equivalent), and NFPA 855. Contractor has experience

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

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Chris Bachman, Assistant Fire Chief/Fire Marshal, 925-941-3300

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

with energy storage systems in various capacities. The District does not have enough experience with this new technology to conduct the review.

Under the contract the District is obligated to defend and indemnify the contractor for claims, damages, and death or injury to persons or property arising from the contract that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of the District or its subcontractors. The contract also includes a limitation of liability that caps the contractor's liability under the contract at \$5,000,000.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: March 2, 2021

Subject: Change Order - Dooley Enterprises, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order amendment to PO# 016529 with Dooley Enterprises, Inc., to extend the termination date from June 30, 2021 to December 31, 2021, with no change to the payment limit of \$450,000, for the purchase of ammunition.

FISCAL IMPACT:

\$450,000. 100% County General Fund; Budgeted.

BACKGROUND:

For over 20 years the Office of the Sheriff has used Winchester ammunition in order to meet training and duty ammunition needs. The Office of the Sheriff recognizes that Winchester ammunition has proven to be the most reliable ammunition available on the market and has been contracting with Winchester's distributor Adamson Police Products for several years. Recently, Winchester advised the Office of the Sheriff that they had to change distributors in Northern California from Adamson Police Products to Dooley Enterprises. The Office of the Sheriff is hereby requesting a new purchase order with Dooley Enterprises as the new Winchester ammunition distributor to meet future training and duty ammunition demands. A purchase order amendment is necessary to meet training and duty ammunition needs.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 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: Monica Nino, County Administrator
Date: March 2, 2021

Subject: CONTRACT WITH KARPEL SOLUTIONS FOR PUBLIC DEFENDER CASE MANAGEMENT SYSTEM

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with Karpel Computer Systems, Inc. (dba Karpel Solutions) in an amount not to exceed \$717,171 to provide perpetual software licensing and configuration, including five years of maintenance and on-site "go-live" support, of a case management system for Public Defender criminal defense services for the period March 3, 2021 through July 19, 2026.

FISCAL IMPACT:

The contract cost will be funded through appropriations from the CAO's Law & Justice Systems project budget. The contract cost comprises software licensing and configuration and a subscription to electronic discovery in the amount of \$385,221 and five years of vendor-supplied hosting and maintenance, commencing upon go-live, in the amount of \$331,950 or \$66,390 per year.

In addition to the contract cost, the project will also incur internal County costs for wide area network services provided by the Department of Information Technology, which will be charged to the Public Defender operating budget.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Julie DiMaggio Enea
925.335.1077

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

By: , Deputy

cc: CAO (Enea), CAO (LJIS), Public Defender

BACKGROUND:

The current Law and Justice Information System (LJIS) for the Contra Costa County Law & Justice Partners (Probation, District Attorney, and Public Defender) and the Superior Court is an integrated system developed in the 1980s. This system is a legacy ‘green screen’ mainframe system that allows for the sharing of data among the Justice Partners and the Superior Court. The Sheriff’s Department and other local agencies also query this system for information. The LJIS has served the County incredibly well for 35 years but has long been considered obsolete. The employees with the institutional knowledge and technical know-how to maintain the archaic mainframe system have retired and the requisite technical skill sets are difficult to attract into public service and take many years to develop. Consequently, it is imperative to migrate all justice mainframe systems to modern platforms. The ideal strategy is to migrate these systems in a manageable sequence; however, in light of the Court's planned migration to the Tyler case management system in 2022, the County must take all necessary action to expedite the modernization of all its justice systems.

In 2016, the District Attorney's office implemented the adult module of PROSECUTORbyKarpel (PbK) and is successfully utilizing that system. The original payment limit for that system was \$1,223,205, comprising software licensing and configuration in the amount of \$680,425 and four years of hosting and maintenance totaling \$542,780. That contract has since been increased to \$2,332,122 to add more user licenses and four more years of maintenance through 2023. PbK was selected from four competing proposals following a formal Request for Proposals process. PbK is a complete web-based prosecution case management application that features: adult and juvenile case tracking, investigation tracking, victim services, civil asset forfeiture, workflow management, integrated scanning, redaction/Bates numbering, document management, grand jury electronic discovery, electronic arrest and court transfer, evidence tracking, restitution, bad/hot checks tracking, eSubpoena service for law enforcement, and view access for external justice agencies. The system automated workflow and has improved efficiency by eliminating the need to reenter data, assisting in task assignment, automating documents, validating work, managing work, and generating alerts. The system has provided users the ability to see, assign, reassign, monitor, and complete various work tasks assigned to users and work groups. The case information screen allows end users the ability to view all case related information in one screen. Attorneys, paralegals, victim advocates, witness coordinators and supervisors, depending on security permissions, may access case information including charges, co-defendants, court dates, documents, financials, victim services, civil, and investigative services.

Karpel Solutions has developed a companion system called DEFENDERbyKarpel (DbK), which offers similar functionality to the Public Defender's Office as is provided to the District Attorney. DbK is a “hybrid” solution, meaning that offers the advantages of a commercial product—regular releases, rapid response support team and a nationwide peer user base — with the flexibility of a custom-developed application. Implementation of DbK will have several advantages: Karpel has a proven track record with the Contra Costa County and many other California counties via PbK; the data conversion process from PbK can be replicated for DbK, saving critical time and money; the data interface between the two systems already exists and, therefore, the system can be configured and put into service sooner than any other system. For the foregoing reasons and in light of the Court's imminent migration away from the County mainframe justice system, the County Administrator has waived the County's Outreach Program requirements in favor of Karpel Solutions' DbK system and recommends approval of the proposed contract.

CONSEQUENCE OF NEGATIVE ACTION:

Disapproval of the recommendation will continue the *status quo* mainframe case management system, which is costly to maintain and of high risk of failure due to system obsolescence and lack of technical know-how to support the system; and will, at some point in the near future, not be compatible with the Superior Court's new court management system.



Contra
Costa
County

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: March 2, 2021

Subject: Authorize Purchasing Agent to Issue Purchase Order with General Datatech, L.P.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Information Officer, a purchase order with General Datatech, L.P. in an amount not to exceed \$705,897, and a software and services agreement with CrowdStrike, Inc., for the purchase of CrowdStrike Falcon Complete, a managed computer system endpoint protection software and service, for the period of March 15, 2021 through March 15, 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 Health Services Department. Funding has been budgeted for FY 2020-21 (100% General Fund)

BACKGROUND:

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.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Marc Shorr,
925-608-4071

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

DoIT-supported departments' 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: Sharon L. Anderson, County Counsel
Date: March 2, 2021

Subject: Contract for Court-Appointed Expert

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a service agreement with Dr. Roberta Stellman, under which the County is obligated to pay the reasonable fees and expenses of Dr. Stellman in her capacity as the court-appointed expert in the subject matter of mental health care, in accordance with a consent decree filed October 1, 2020, in the case of *Gabriel Young, et al. v. County of Contra Costa*, U.S. District Court for the Northern District of California, Case No. 20-06848 NC.

FISCAL IMPACT:

Costs will be paid out of the County Administrator's Office budget. On February 24, 2021, the Court in *Gabriel Young, et al. v. County of Contra Costa* approved the consent decree and appointed Dr. Stellman to be the Court expert on mental health care, with financial responsibility for the cost of her services assigned to the County. While there is no payment limit, the estimated cost may reach \$300,000, depending on the duration of the consent decree, which could be three to five years, or more.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Kate Andrus,
925-655-2245

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

By: , Deputy

cc:

BACKGROUND:

The County is the defendant in *Gabriel Young, et al. v. County of Contra Costa*, U.S. District Court, Northern District of California, Case No. 20-06848 NC, which is a class action that alleges the County failed to provide minimally adequate medical and mental health care to the people incarcerated in its jails. The County denies the allegations. In March 2017, the parties entered into a structured negotiation agreement as an alternative to imminent litigation. The parties agreed to work toward a settlement to address the conditions of confinement in the County's jails. As part of the settlement agreement, the County is subject to a consent decree that the Court approved on February 24, 2021. As part of the consent decree, the Court appointed Dr. Stellman to be the Court expert on mental health care, with the County obligated to pay her costs and expenses.

The consent decree is a court order. Under the consent decree, the County is bound to pay for the services of Dr. Stellman for the purposes set forth in the consent decree. The consent decree does not include a payment limit or a maximum term. It is expected that the cost of Dr. Stellman's services could reach \$300,000 over three to five years, or possibly more.

CONSEQUENCE OF NEGATIVE ACTION:

If the County fails to pay for the services of Dr. Stellman for the purposes set forth in the consent decree, the County is susceptible to sanctions by the Court.



Contra
Costa
County

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

Subject: APPROVE and AUTHORIZE an amendment to the Contract with AssetWorks LLC.

RECOMMENDATION(S):

APPROVE and AUTHORIZE an extension of the termination date of the AssetWorks, LLC, contract from March 31, 2021 to March 31, 2022 with no change to the payment limit of \$935,000, for the Public Works Department vehicle telematics reporting hardware, software and services, Countywide.

FISCAL IMPACT:

100% Fleet Internal Service Funds.

BACKGROUND:

On March 29, 2016, the Board of Supervisors approved a contract with AssetWorks for vehicle telematics reporting hardware, software and services. This contract provides the telematics reporting hardware for installation in select vehicles from the County’s fleet and internet access to real-time and historical data on the vehicle emissions performance, diagnostic trouble codes, positioning, speed and course. Fleet Services and user departments have found it necessary to occasionally

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

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Carlos Velasquez, (925) 313-7072

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

review vehicles' data for a variety of reasons. Light vehicles equipped with these telematics devices are eligible to be enrolled in the State's Continuous Smog Testing Program which precludes the need for physical biennial smog inspections resulting in cost savings and reducing downtime of the vehicles. Since receiving Board of Supervisors' approval, Public Works has worked with AssetWorks to install the vehicle telematics reporting hardware and software services. The approval of the year-to-year rollover will allow Public Works to continue procuring equipment, software and services through AssetWorks necessary to utilize telematics reports for programs such as the State's Continuous Smog Testing Pilot Program.

The Public Works Department is requesting to extend the term from March 31, 2021 through March 31, 2022 with no change to the payment limit of \$935,000.

CONSEQUENCE OF NEGATIVE ACTION:

If this is not approved, remote telematic reporting from AssetWorks will cease to operate.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: March 2, 2021

Subject: FY 2021 Hazard Mitigation Plan Update

RECOMMENDATION(S):

ADOPT Resolution No. 2021/68 authorizing the Sheriff Coroner, or designee, to apply for and accept the U.S. Department of Homeland Security, 2021 Hazard Mitigation Grant, in an amount not to exceed \$230,075 for the update to the Contra Costa County Regional Hazard Mitigation Plan.

FISCAL IMPACT:

\$230,075. Up to an initial amount of \$172,556 in Federal Revenue and County initial in kind match of \$57,519.

BACKGROUND:

This grant will allow a comprehensive update to the 2018 Contra Costa County regional hazard mitigation plan. The goal is to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disasters.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action on this request will result in the inability to update

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

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Chrystine Robbins,
925-655-0008

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION: (CONT'D)

the current Contra Costa County regional hazard mitigation plan and forfeit qualifying for federal pre-disaster mitigation, flood and infrastructure grants.



**Contra
Costa
County**

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

Subject: Request for Relief of Cash Shortage

RECOMMENDATION(S):

AUTHORIZE relief of cash shortage in the Sheriff's Department-Detention Bureau in the amount of \$626.42.

FISCAL IMPACT:

Cash shortage in the amount of \$626.42 will be funded with 100% General Fund.

BACKGROUND:

In accordance with provisions of Administrative Bulletin 207.7, the Auditor-Controller has verified and concurs with the report of a total cash shortage in the amount of \$626.42 in the Sheriff's Department-Detention Bureau.

The shortages occurred on four separate occasions on January 2, 2020, March 10, 2020, April 7, 2020 and July 31, 2020 at the Martinez Detention Facility (MDF). Three instances involved the deposit of counterfeit bills and one involved a fraudulent check deposit. MDF uses a counterfeit bill detection machine however it cannot be considered 100% effective. MDF management continues to work to ensure staff be vigilant and check each bill very carefully to minimize any future occurrences of counterfeit bills. Additional procedures are being used during intake to assist staff in identifying which inmates were responsible for the counterfeit bills and, if still incarcerated, the County will recover the funds from their accounts.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Laura Strobel (925)
655-2058

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The shortage will not be relieved, cash will not be in balance.

ATTACHMENTS

Relief of Shortage - MDF

OFFICE OF THE SHERIFF
Contra Costa County

*Administrative Services Bureau
Personnel and Finance Division
1850 Muir Road
Martinez, CA 94553
(925) 655-0000*



DAVID O. LIVINGSTON
Sheriff-Coroner

Michael V. Casten
Undersheriff

DATE: 01/07/2021
TO: Robert Campbell, Auditor-Controller
FROM: Alycia Rubio, Departmental Fiscal Officer *AR*
By: Heike Anderson, Supervising Accountant *HA*
SUBJECT: Relief of Shortage -- Detention Facilities

The Office of the Sheriff is requesting a relief of shortage in the Sheriff-Detention Bureau, in the amount of **\$626.42** pursuant to Administrative Bulletin #207.7-Relief of Shortages and Account Collections.

The shortages occurred on four separate occasions at the Martinez Detention Facility:

1. The first shortage occurred on January 2, 2020 during the swing shift. The exact cause of the loss has been determined. Well Fargo Bank identified fraudulent check #13301 in the amount of **\$386.42** in the deposit from that shift, bag #343041, returned the check unpaid, and deducted that amount from the WFB-3267 account.
2. The second shortage occurred on March 10, 2020 during the day shift. The exact cause of the loss has been determined. Wells Fargo Bank identified one counterfeit \$50 bill in our deposit from that shift and deducted \$50 from our WFB-3267 account. Fiscal was able to collect \$10 from the inmate and is asking for a **\$40** relief.
3. The third shortage occurred on April 7, 2020 during the graveyard shift. The exact cause of the loss has been determined. Well Fargo Bank identified one counterfeit **\$100** bill in our deposit from that shift, bag #3430044 and deducted \$100 from our WFB-3267 account.
4. The fourth shortage occurred on July 31, 2020 during the swing shift. The exact cause of the loss has been determined. Wells Fargo Bank identified one counterfeit **\$100** bill in our deposit from that shift, bag #1384458 and deducted \$100 from our WFB-3267 account.

The Martinez Detention Facility (MDF) uses a counterfeit bill detection machine and though it is quite reliable, it cannot be considered 100% effective. MDF management will ensure that staff continues to be vigilant and check each bill very carefully to minimize any future occurrences of counterfeit bills.

Management will also continue training new staff to ensure procedures are being followed.

MDF has added more procedures as a result of prior shortages, such as identifying which inmates were responsible for the counterfeit bills. That way staff was able to recover a small amount from one of the offending inmate accounts after the counterfeit bill was discovered.

I verify, under penalty of perjury, that the attached information is true and correct.



Alycia Rubio
Department Fiscal Officer

11/8/21

Date

If you have any questions regarding this request, please feel free to contact Heike Anderson at 655-0023.

Thank you.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Unpaid Student Training Agreement #22-473-8 with Pacific Union College

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #22-473-8 with Pacific Union College, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers to nursing students for the period January 1, 2021 through December 31, 2022.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The purpose of this agreement is to provide Pacific Union College nursing students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The County's Health Services Department (HSD) can provide the requisite field education, while at the same time, benefiting from the students' services to patients. HSD has been contracting with Pacific Union College since September 1, 1994.

On December 12, 2017, the Board of Supervisors approved contract #22-473-7 with Pacific Union College initially for the provision of clinical field experience and instruction from County's Health Services Department for the period from January 1, 2018 through December 31, 2020.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Daniel Peddycord, RN, MPA
925-313-6712

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

By: , Deputy

cc: Alaina Floyd, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Unpaid Student Training Agreement #22-473-8 will allow Pacific Union College students to continue to receive supervised fieldwork instruction and experience at CCRMC and Contra Costa Health Centers, through December 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive clinical field experience and instruction at CCRMC and Contra Costa Health Centers.

ATTACHMENTS

Pacific Union College Agreement

PROGRAM PLAN

Number 22473-8

1. **Purpose of the Program.** Pacific Union College, (hereinafter referred to as "Contractor") conducts a nursing training program for its Participant students, in cooperation with County's Department. The Contractor desires to have its nursing students enrolled in this program to receive clinical field experience and instruction from the County, and the County is willing to provide such clinical 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. **Contractor's Obligations.** Contractor shall:
 - a. Designate nursing students for participation in the Program conducted pursuant to this Agreement (Participants)
 - b. Suggest dates for the clinical field experience, and cooperate with County's Department in establishing assignment schedules consisting of specific dates for the placement of a specific number of Participants with the County for training;
 - c. Assign for clinical field experience, only those Participants who are considered adequate by mutual written agreement of the parties hereto;
 - d. Make all necessary arrangements so that each Participant will:
 - (1) Have completed all the necessary courses required by the Contractor as preparation for said clinical field experience;
 - (2) Execute the County's Unpaid Student Training Participant Agreement (attached as Exhibit A) upon referral to the training Program;
 - (3) Arrange for their own transportation to and from the Health Services Department, and for maintenance and housing during field instruction;
 - (4) Channel educational problems to the appropriate instructor(s) in Contractor's school;
 - (5) Promptly report any illnesses and absences from duty; *and*
 - (6) Comply with regulations and standards of conduct governing professional personnel in the County Health Services Department.
 - e. Agree to have each Participant furnish to County, upon request, such evidence as Contractor may require showing that the Participant assigned for training is physically, psychologically and/or medically fit. If Contractor needs to provide any confidential medical information regarding Participant, County will have Participant sign a release for such information and forward the release to Contractor; *and*
 - f. Provide County with evidence that the Contractor has in full force and effect, during the term of this Agreement, general liability insurance for Participants designated for participation pursuant to this Agreement with coverage of at least Five Hundred Thousand Dollars (\$500,000) for the activities of the Participants pursuant to this Agreement.

Initials: _____
Contractor County Dept.

PROGRAM PLAN

Number 22473-8

g. Contractor will retain ultimate responsibility for the education of its students. The Contractor's representative for this Agreement will be a faculty member appointed and assigned by the Contractor, as liaison to the County.

3. County's Obligations. County shall:

- a. Comply with all State statutes and regulations applicable to the training of Participants enrolled in the Program;
- b. Accept for clinical field experience those Participants assigned by the Contractor for such a period and in such numbers as may be mutually agreed in writing;
- c. Provide the Participants with learning experiences needed to meet the objectives of the training Program, which will be mutually agreed to by the parties in accordance with this Agreement;
- d. Have the right to terminate the participation of any Participant in the clinical field experience 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 Contractor;
- e. Comply with applicable state and federal workplace safety laws and regulations. In the event a Participant is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the County, the County, upon notice of such incident from the student, will provide such emergency care as is provided to its employees or students, where applicable; *and*
- f. Have the right to decline or refuse Participants based on unforeseen circumstances, including, but not limited to, low staffing or pandemics.

4. Joint Obligations. County and Contractor shall jointly:

- a. Plan the student-training Program, including course content and Participant assignment schedule, so as to provide a sound and effective educational Program;
- b. Review the Program at the end of each training period in order to evaluate progress and recommend changes for the next consecutive training period; *and*
- c. Plan for periodic review of this Agreement.

5. Participants' Obligations. Contractor shall ensure that its Participants:

- a. Execute the County's Unpaid Student Training Participant Agreement (attached as Exhibit A hereto) upon referral to the training Program;
- b. Abide by County policies and regulations;
- c. Conduct themselves in an appropriate professional manner consistent with responsibility;
- d. Observe and respect patient's rights, privacy, and dignity; *and*

Initials: _____
Contractor County Dept.

PROGRAM PLAN

Number 22-473-8

- e. Comply with applicable County, State, and Federal regulations respecting disclosure of patients' health information and access to, and removal of, medical records and/or information contained therein.

- 6. Contractor, County and Participant Agreement. Participants are not entitled to reimbursement by County for expenses associated with the use of personal vehicles while engaged in the training Program covered by this Agreement. Participants are not entitled to any compensation from County during their participation in Contractor's training Program. Participants may receive course credit from Contractor for their participation in the training Program covered by this Agreement.

Initials: _____
Contractor County Dept.

UNPAID STUDENT TRAINING AGREEMENT

Number 22-473-8

1. Contract Identification.

Department: Health Services- Health Services

Subject: Unpaid student training agreement with Department, sponsored by Contractor

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: PACIFIC UNION COLLEGE

Capacity: Educational Institution

Address: One Angwin Avenue, Angwin, California, 94508-9649

3. Term. The effective date of this Agreement is January 1, 2021, and it terminates December 31, 2022, unless sooner terminated as provided herein.

4. Termination. This Agreement may be terminated by either party, at its sole discretion, upon seven-day advance written notice thereof to the other, or canceled immediately by written mutual consent, subject to termination conditions (if any) set forth in the Program Plan attached hereto and incorporated herein by reference.

5. Program. By this Agreement, County agrees to permit unpaid student training of persons ("Participants") sponsored by Contractor under the following conditions:

a. Services provided under this Agreement are volunteer services, and Participants obtain no employment rights with, or employment benefits from, the County, by virtue of this Agreement or service hereunder. Each Participant agrees to the foregoing and must execute the Unpaid Student Training Participation Agreement form attached hereto, and incorporated herein by this reference.

b. Contract terms and conditions are expressed in the Program Plan attached hereto and incorporated herein by reference.

6. Independent Contractor Status. This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

7. Indemnification. Contractor shall defend, indemnify, save and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death or injury to person or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operation or services provided hereunder by Contractor, its agents, servants, employees, subcontractors, students, or Participants as described herein, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees.

8. Legal Authority. This Agreement is entered into under and subject to the following legal authority: California Government Code § 26227.

9. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

CONTRACTOR

By _____
Designee

By _____

Recommended by Department

(Designate official capacity)

By _____
Designee

(Form approved by County Counsel)

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 Health Services 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 22473-8

Contractor Pacific Union College

County Department Health Services - Health Services

CONTRA COSTA COUNTY

PARTICIPANT

By _____
(Designee)

(Printed Name)

(Signature)



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: March 2, 2021

Subject: Interagency Agreement with San Mateo County

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a Memorandum of Understanding with the County of San Mateo's Northern California Regional Intelligence Center, including modified indemnification language, to share information as it relates to narcotics trafficking, organized crime, and terrorism related activities for the term of November 1, 2020 through December 31, 2021.

FISCAL IMPACT:

The total cost associated with this agreement is already within the operational budget of the Office of the Sheriff's employee salary and benefits. No additional funds are needed.

BACKGROUND:

The Sheriff of the County of San Mateo is requesting Contra Costa County Office of the Sheriff's participation in supporting the Northern California Regional Intelligence Center (NCRIC). NCRIC is a multi-jurisdictional public safety information fusion center comprised on the Northern California High Intensity Drug Trafficking Area. NCRIC was created to assist local, state, federal and tribal public safety agencies and critical infrastructure locations with the

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

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Chrystine Robbins,
925-655-0008

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

collection, analysis and dissemination of all crime threat information. It is the mission of the NCRIC to protect the citizens of the counties within its area of responsibility from the threat of narcotics trafficking; organized crime; international, domestic and street terrorism related activities through information sharing and technical operation support to public safety agencies.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Northern California Regional Intelligence Center (NCRIC) will remain unsupported and the County's information sharing partnership with local state and federal agencies, which is paramount in identifying, preventing and responding to all regional hazards will be diminished.



**Contra
Costa
County**

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

Subject: Fiscal Year 2020–2021 Tax Administration Report for Community Facilities District No. 2007-1. Project No. 7484-6W7249

RECOMMENDATION(S):

ACCEPT the Fiscal Year 2020–2021 Community Facilities District Tax Administration Report on County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Management Facilities), as required by Sections 50075.3 and 53411 of the California Government Code, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

This report relates to special taxes approved by voters and payment for authorized services by said special taxes. Community Facilities District (CFD) No. 2007-1 funds its own administration, including preparation of Annual CFD Tax Administration Reports.

BACKGROUND:

On August 14, 2007, the County of Contra Costa Board of Supervisors established CFD No. 2007-1. In a landowner election held the same day, the sole owner of property within the CFD voted to authorize the levy of a Mello-Roos special tax on property within CFD No. 2007-1. At CFD formation, the CFD boundary included two parcels in the Bay Point area of Contra Costa County (County). The future potential annexation area of CFD No. 2007-1 includes all parcels in the unincorporated

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: John Steere, (925)
313-2281

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

By: , Deputy

cc: Allison Knapp, Deputy Public Works Director, Slava Gospodchikov, Engineering Services, Tim Jensen, Flood Control, Diana Oyler, Finance, Michele Mancuso, Flood Control, John Steere, Flood Control, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

area of the County that will be developed or redeveloped. In Fiscal Year 2019–2020, two additional development projects had completed annexation into CFD No. 2007-1 for a total of 38 properties that are now a part of this CFD. It is anticipated that subsequent development projects within the unincorporated areas of the County will continue to annex into CFD No. 2007-1.

The purpose of the CFD is to generate special tax revenue to fund specified Stormwater Management Facilities services provided by the County to the property owners within CFD 2007-1. The County began to provide authorized CFD services during Fiscal Year 2009-2010.

California Government Code Sections 50075.3 and 53411 require that specified information be provided to the Board of Supervisors on an annual basis. The reporting requirements include information on Mello-Roos CFD Special Taxes collected and the status of any project required or authorized to be funded by the special taxes. The attached CFD Tax Administration Report fulfills the requirement of the Government Code. Information provided in the CFD Tax Administration Report in compliance with regulatory reporting requirements is summarized below:

Section 50075.3

Item (a): Identify amount of special taxes that have been collected and expended.

Response to Item (a): The fiscal year 2020–2021 special tax levy was \$51,973 received from 148 taxed parcels. The total levy has been used to pay Authorized Tier 1 Services, as well as administrative costs for the CFD.

Item (b): Identify the status of any project required or authorized to be funded by the special taxes.

Response to Item (b): The services authorized to be funded from special taxes include stormwater facilities management services that are further described in Section VI of the CFD Tax Administration Report. These services are ongoing.

Section 53411

Item (a): Identify the amount of bonds that have been collected and expended.

Item (b): Identify the status of any projects required or authorized to be funded from bond proceeds.

Response to Items (a) and (b): Section 53411 is not applicable to CFD No. 2007-1, which did not authorize the sale of any bonds or any projects to be funded from bond proceeds.

CONSEQUENCE OF NEGATIVE ACTION:

The County may be out of compliance with California Government Code Sections 50075.3 and 53411.

ATTACHMENTS

CFD Tax Administration Report



GOODWIN CONSULTING GROUP

**COUNTY OF CONTRA COSTA
COMMUNITY FACILITIES DISTRICT NO. 2007-1
(STORMWATER MANAGEMENT FACILITIES)**

**CFD TAX ADMINISTRATION REPORT
FISCAL YEAR 2020-21**

September 18, 2020

Community Facilities District No. 2007-1
CFD Tax Administration Report

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EXECUTIVE SUMMARY

The following summary provides a brief overview of the main points from this report regarding the County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Management Facilities) (“CFD No. 2007-1” or the “CFD”):

Fiscal Year 2020-21 Special Tax Levy

Number of Taxed Parcels	Total Special Tax Levy
148	\$51,973

For further detail regarding the special tax levy, or special tax rates, please refer to Section IV of this report.

Development Status for Fiscal Year 2020-21

Type of Property	Parcels
Agricultural Property	1 parcel
Single Family Property	119 parcels
Multi-Family Property	15 parcels
Other Property	13 parcels

For more information regarding the status of development in CFD No. 2007-1, please see Section V of this report.

Delinquency Summary

Delinquent Amount for FY 2019-20 (as of June 25, 2020)	Total Levy for FY 2019-20	Delinquency Rate
\$620	\$36,429	1.70%

I. INTRODUCTION

Community Facilities District No. 2007-1

On August 14, 2007, the County of Contra Costa (the “County”) Board of Supervisors established CFD No. 2007-1. In a landowner election held on the same day, the sole owner of property within the CFD voted to authorize the levy of a Mello-Roos special tax on property within CFD No. 2007-1. Special tax revenue will fund stormwater management facilities services for the property owners of CFD No. 2007-1 as well as for property owners of territories to be annexed to the CFD in the future.

At CFD formation, the CFD boundary included only two parcels located in the north-central part of the County. The future annexation area of CFD No. 2007-1 includes all parcels in the unincorporated portion of the County. It is anticipated that new development in the unincorporated areas of the County will annex into CFD No. 2007-1.

The Mello-Roos Community Facilities Act of 1982

The California State Legislature (the “Legislature”) approved the Mello-Roos Community Facilities Act of 1982 that provides for the levy of a special tax within a defined geographic area (i.e., a community facilities district), if such a levy is approved by two-thirds of the qualified electors in the area. Community facilities districts can generate funding for a broad range of facilities and eligible services. These services include police protection services, fire protection and suppression services, library services, recreation program services, maintenance of parks, parkways and open space, flood and storm protection services, and road maintenance and street lighting services. Special taxes can be allocated to property in any reasonable manner other than on an ad valorem basis.

II. PURPOSE OF REPORT

This CFD Tax Administration Report (the “Report”) presents findings from research and financial analysis performed by Goodwin Consulting Group, Inc. to determine the fiscal year 2020-21 special tax levy for CFD No. 2007-1. The Report is intended to provide information to interested parties regarding the current financial obligations of the CFD and special taxes levied in fiscal year 2020-21.

The remainder of the Report is organized as follows:

- **Section III** identifies the financial obligations of the CFD for fiscal year 2020-21.
- **Section IV** provides a summary of the special tax categories and the methodology that is used to apportion the special tax among parcels in the CFD.
- **Section V** provides an update of the development activity occurring within the CFD, including new building permit activity.
- **Section VI** provides information regarding services authorized to be funded by CFD special taxes.
- **Section VII** provides information on state reporting requirements.

III. SPECIAL TAX REQUIREMENT

Pursuant to the Rate and Method of Apportionment of Special Tax (the “RMA”), which was adopted as an exhibit to the Resolution of Formation of CFD No. 2007-1, special taxes will be levied to pay for the Tier 1 Special Tax Requirement and Tier 2 Special Tax Requirement. The Tier 1 Special Tax Requirement means the amount for each separate Tax Zone in CFD No. 2007-1 necessary in each fiscal year to (i) pay for Authorized Tier 1 Services, (ii) pay administrative expenses, (iii) cure any delinquencies in the payment of Tier 1 special taxes levied in prior fiscal years or (based on delinquencies in the payment of Tier 1 special taxes which have already taken place) are expected to occur in the current fiscal year, and (iv) to create or replenish reserve funds. The Tier 2 Special Tax Requirement means the amount for any permanent stormwater management facility (“PSWMF”) Service Area within a Tax Zone in CFD No. 2007-1 necessary in each fiscal year to (i) pay for Authorized Tier 2 Services, (ii) pay administrative expenses that have not been included in the Tier 1 Special Tax Requirement, (iii) cure any delinquencies in the payment of Tier 2 special taxes levied in prior fiscal years or (based on delinquencies in the payment of Tier 2 special taxes which have already taken place) are expected to occur in the current fiscal year, and (iv) to create or replenish reserve funds.

For fiscal year 2020-21, the Tier 2 Special Tax Requirement is \$0. The fiscal year 2020-21 Tier 1 Special Tax Requirement for Tax Zone 1 is \$51,973, as shown in the table below.

**Community Facilities District No. 2007-1
Tier 1 Special Tax Requirement for Fiscal Year 2020-21
Tax Zone 1**

Authorized Tier 1 Services /1	\$47,248
Reserve Fund	\$4,725
Fiscal Year 2020-21 Tier 1 Special Tax Requirement /2	\$51,973

/1 Includes costs associated with the administration of the CFD.

/2 Total may not sum due to rounding.

IV. SPECIAL TAX LEVY

Special taxes within CFD No. 2007-1 are levied pursuant to the methodology set forth in the RMA. The RMA establishes various special tax categories against which the special tax can be levied, the maximum special tax rates, and the methodology by which the special tax is applied. (*Capitalized terms are defined in the RMA in Appendix C of this Report.*)

Special Tax Categories

The RMA establishes tax categories based on a parcel's current development status. Developed Property is defined as any parcel of taxable property within CFD No. 2007-1 for which (i) a building permit for new construction or substantial redevelopment of a residential or non-residential structure was issued prior to June 1 of the preceding fiscal year, or (ii) land use entitlement(s) involving the creation or redevelopment of impervious surface is granted and exercised where no building permit is required. There are several different types of Developed Property in CFD No. 2007-1; they are further defined as follows:

- **Agricultural Property** means all parcels of Developed Property for which a building permit was issued for construction of a structure located on land that is designated for agricultural use pursuant to the County's General Plan.
- **Single Family Property** is defined as parcels of Developed Property for which a building permit was issued for construction of a single family residential unit that does not share a common wall with another unit, except for attached residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code. A parcel of Single Family Property with an attached residential second unit established pursuant to Section 82-24 will be taxed as one parcel of Single Family Property. Parcels of Agricultural Property and parcels where single family residential use is not the primary use are not considered Single Family Property.
- **Multi-Family Property** is defined as parcels of Developed Property for which a building permit was issued for construction of a residential structure that (i) is located within a mobile home park, or (ii) consists of two or more residential units that share common walls, including duplex, triplex and fourplex units, townhomes, condominiums and apartment units. Multi-Family Property excludes residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code.
- **Other Property** means parcels of Developed Property that are not Agricultural Property, Single Family Property, or Multi-Family Property.

Maximum Special Tax Rates

Each Tax Zone has its own set of maximum special tax rates applicable to each category of property in CFD No. 2007-1. As of the date of this Report, there is only one Tax Zone in the CFD. The maximum special tax rates applicable to each category of property in CFD No. 2007-1 are set forth in Section C of the RMA. The following table identifies the maximum special taxes that can be levied on property in Tax Zone 1 of CFD No. 2007-1 for fiscal year 2020-21.

Community Facilities District No. 2007-1 Fiscal Year 2020-21 Maximum Special Tax Rates Tax Zone 1

Agricultural Property, Single Family Property, and Multi-Family Property

Type of Property	Square Footage (Sq.Ft.)	Fiscal Year 2020-21		
		Maximum Tier 1 Special Tax	Maximum Tier 2 Special Tax	Total Maximum Special Taxes
Agricultural Property	N/A	<i>Per Parcel</i>		
		\$862.98	\$14,345.86	\$15,208.84
Single Family Property	Less than 5,000 Parcel Sq.Ft. 5,000 to 5,999 Parcel Sq.Ft. 6,000 to 6,999 Parcel Sq.Ft. 7,000 to 7,999 Parcel Sq.Ft. 8,000 to 9,999 Parcel Sq.Ft. 10,000 to 13,999 Parcel Sq.Ft. 14,000 to 19,999 Parcel Sq.Ft. 20,000 to 29,999 Parcel Sq.Ft. 30,000 to 39,999 Parcel Sq.Ft. Greater than or Equal to 40,000 Parcel Sq.Ft.	<i>Per Parcel</i>		
		\$535.18	\$8,896.84	\$9,432.02
		\$544.22	\$9,047.10	\$9,591.32
		\$554.04	\$9,210.18	\$9,764.22
		\$563.12	\$9,361.30	\$9,924.42
		\$575.96	\$9,574.74	\$10,150.70
		\$603.14	\$10,026.42	\$10,629.56
		\$646.94	\$10,754.72	\$11,401.66
		\$712.64	\$11,846.74	\$12,559.38
		\$790.46	\$13,140.28	\$13,930.74
\$862.98	\$14,345.86	\$15,208.84		
Multi-Family Property	Less than 2,500 Unit Sq.Ft. 2,500 to 2,999 Unit Sq.Ft. 3,000 to 3,999 Unit Sq.Ft. 4,000 to 4,999 Unit Sq.Ft. 5,000 to 5,999 Unit Sq.Ft. 6,000 to 6,999 Unit Sq.Ft. 7,000 to 7,999 Unit Sq.Ft. Greater than or Equal to 8,000 Unit Sq.Ft.	<i>Per Unit</i>		
		\$409.34	\$6,804.98	\$7,214.32
		\$412.78	\$6,862.20	\$7,274.98
		\$427.18	\$7,101.26	\$7,528.44
		\$445.30	\$7,402.66	\$7,847.96
		\$464.16	\$7,716.00	\$8,180.16
		\$483.06	\$8,030.20	\$8,513.26
		\$501.18	\$8,331.60	\$8,832.78
\$510.28	\$8,482.72	\$8,993.00		

**Community Facilities District No. 2007-1
Fiscal Year 2020-21 Maximum Special Tax Rates
Tax Zone 1**

Other Property

Fiscal Year 2020-21					
Maximum Tier 1 Special Tax		Maximum Tier 2 Special Tax		Total Maximum Special Taxes*	
Base Maximum Tier 1 Special Tax <i>(per Parcel)</i>	Incremental Maximum Tier 1 Special Tax <i>(per Impervious Square Foot)</i>	Base Maximum Tier 2 Special Tax <i>(per Parcel)</i>	Incremental Maximum Tier 2 Special Tax <i>(per Impervious Square Foot)</i>	Base Maximum Special Taxes <i>(per Parcel)</i>	Incremental Maximum Special Taxes <i>(per Impervious Square Foot)</i>
\$420.65	\$0.03	\$8,565.94	\$0.18	\$8,986.59	\$0.21

* Totals may not sum due to rounding.

Apportionment of Special Taxes

The amount of special tax levied on each parcel in the CFD each fiscal year will be determined by application of Section D of the RMA. Pursuant to this section, the Tier 1 Special Tax Requirement will be allocated as follows:

For each Tax Zone, the Tier 1 special tax will be levied until the amount of the levy equals the Tier 1 Special Tax Requirement. The first step requires the Tier 1 special taxes to be levied proportionately on each parcel of Developed Property that is not Taxable Public Property up to 100% of Maximum Tier 1 Special Tax for that Tax Zone, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone. If additional revenue is needed after the first step is completed, then the Tier 1 special tax will be levied proportionately on each parcel of Taxable Public Property up to 100% of the Maximum Tier 1 Special Tax that had applied to the parcel prior to the parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone. The Tier 1 special tax shall be collected in the same manner and at the same time as ordinary ad valorem taxes, provided, however, that the County may bill directly, collect at a different time or in a different manner.

Also pursuant to Section D of the RMA, the Tier 2 Special Tax Requirement shall be allocated as follows:

For each PSWMF Service Area in a Tax Zone, the Tier 2 special tax, if applicable, will be levied until the amount of the levy equals the Tier 2 Special Tax Requirement. The first step requires the Tier 2 special taxes to be levied proportionately on each parcel of Developed Property that is not Taxable Public Property up to 100% of Maximum Tier 2 Special Tax for that Tax Zone, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area.

If additional revenue is needed after the first step is completed, then the Tier 2 special tax will be levied proportionately on each parcel of Taxable Public Property up to 100% of the Maximum Tier 2 Special Tax that had applied to the parcel prior to the parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area. The Tier 2 special tax shall be billed directly to the property owner(s) within a PSWMF Service Area on an as needed basis.

Application of the Maximum Tier 1 Special Tax rate to all the parcels of Developed Property for fiscal year 2020-21 will generate Tier 1 special tax revenue of \$131,266. However, since the Tier 1 Special Tax Requirement for fiscal year 2020-21 is only \$51,973, Developed Property will not be taxed at the maximum tax rate. Only the amount needed to generate the Tier 1 Special Tax Requirement of \$51,973 will be levied, which is approximately 39.59% of the maximum. Since the tax on Developed Property fully funds the Tier 1 Special Tax Requirement for fiscal year 2020-21, no tax shall be levied on Taxable Public Property. Since the Tier 2 Special Tax Requirement for fiscal year 2020-21 is \$0, no Tier 2 special taxes shall be levied. A summary of the maximum and actual special taxes levied in fiscal year 2020-21 is presented in Appendix A.

V. DEVELOPMENT STATUS

As of May 31, 2020, 148 building permits have been issued within CFD No. 2007-1. Of these 148 permits, 119 have been issued on parcels of Single Family Property, 15 have been issued on parcels of Multi-Family Property, 1 has been issued on a parcel of Agricultural Property, and 13 have been issued on parcels of Other Property.

Based on the current status of development in CFD No. 2007-1, the following table summarizes the allocation of parcels to special tax categories defined in the RMA:

**Community Facilities District No. 2007-1
Allocation to Special Tax Categories
Fiscal Year 2020-21**

Type of Property	Number of Parcels
Agricultural Property	1
Single Family Property	119
Multi-Family Property	15
Other Property	13

VI. AUTHORIZED SERVICES

The Resolution of Formation adopted on August 14, 2007, authorizes the funding of the following services within CFD No. 2007-1:

Services

The services to be funded, in whole or in part, by the CFD include all direct and incidental costs related to County oversight and enforcement of the obligations of property owners and homeowners' associations for the monitoring, inspection, reporting, operation, maintenance, repair, reconstruction, and replacement of PSWMFs for property included in the CFD:

- Tier 1. Periodic monitoring, inspection and reporting of PSWMFs, including but not limited to site visits, completion of inspection forms and records, review of property owner self-inspection and other records; provision of certification letters and/or maintenance recommendations; management of data and records related to operation and maintenance of PSWMFs; preparation and submission of National Pollutant Discharge Elimination System and other governmental reports and CFD required reports; and the accumulation of administrative and liability reserves.

- Tier 2. Code enforcement, nuisance abatement, and other activities related to the operation and maintenance of PSWMFs, including but not limited to additional site visits, letters and notices to property owners and others; hearings; lien recordation and enforcement; attorney's fees and other legal expenses; periodic maintenance activities, such as mulching, removing trash and invasive vegetation, filling soil, mowing, and trimming vegetation; repair, reconstruction, and replacement work; and the accumulation of administrative and liability reserves.

In addition to the specific services described under Tier 1 and Tier 2, the CFD may fund any other costs, expenses, or liabilities in connection with the monitoring, inspection, reporting, operation, maintenance, repair, reconstruction, and replacement of PSWMFs.

The CFD may fund any of the following related to the services described above: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities, paying the salaries and benefits of personnel (including but not limited to inspection and maintenance workers and other personnel), and for payment of other related expenses (including but not limited to employee benefit expenses and an allocation of general overhead expenses). Any services to be funded by the CFD must be in addition to those provided in the territory of the CFD before the date of creation of the CFD, and may not supplant services already available within that territory when the CFD is created. It is expected that the services will be provided by the County, either with its own employees or by contract with third parties, or by the Contra Costa County Flood Control and Water Conservation District, or any combination thereof.

Administrative Expenses

The direct and indirect expenses incurred by the County in connection with the establishment and administration of the CFD (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County related to the CFD or the collection of special taxes, an allocable share of the salaries of County staff directly related thereto and a proportionate amount of the County's general administrative overhead related thereto, any amounts paid by the County from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the County in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the County in any way related to the CFD.

Other

The incidental expenses that may be financed by the CFD include: (i) all costs associated with the establishment and administration of the CFD, the determination of the amount of and collection of taxes, the payment of taxes, and costs otherwise incurred in order to carry out the authorized purposes of the CFD, (ii) any other expenses incidental to the provision of the services eligible to be funded by the CFD, and (iii) any amounts necessary to maintain a reserve required by the County for the payment of the costs of the services.

VII. STATE REPORTING REQUIREMENTS

Assembly Bill No. 1666

On July 25, 2016, Governor Jerry Brown signed Assembly Bill No. 1666, adding Section 53343.2 to the California Government Code (“GC”). The bill enhances the transparency of community facilities districts by requiring that certain reports be accessible on a local agency’s web site. Pursuant to Section 53343.2, a local agency that has a web site shall, within seven months after the last day of each fiscal year of the district, display prominently on its web site the following information:

Item (a): A copy of an annual report, if requested, pursuant to GC Section 53343.1. The report required by Section 53343.1 includes CFD budgetary information for the prior fiscal year and is only prepared by a community facilities district at the request of a person who resides in or owns property in the community facilities district. If the annual report has not been requested to be prepared, then a posting to the web site would not be necessary.

Item (b): A copy of the report provided to the California Debt and Investment Advisory Commission (“CDIAC”) pursuant to GC Section 53359.5. Under Section 53359.5, local agencies must provide CDIAC with the following: (i) notice of proposed sale of bonds; (ii) annual reports on the fiscal status of bonded districts; and (iii) notice of any failure to pay debt service on bonds, or of any draw on a reserve fund to pay debt service on bonds.

Item (c): A copy of the report provided to the State Controller’s Office pursuant to GC Section 12463.2. This section refers to the parcel tax portion of a local agency’s Financial Transactions Report that is prepared for the State Controller’s Office annually. Note that school districts are not subject to the reporting required by GC Section 12463.2.

Assembly Bill No. 1483

On October 9, 2019, Governor Gavin Newsom signed Assembly Bill No. 1483, adding Section 65940.1 to the California Government Code. The law requires that a city, county, or special district that has an internet website, maintain on its website a current schedule of fees, exactions, and affordability requirements imposed by the public agency on all housing development projects. Pursuant to Section 65940.1, the definition of an exaction includes a special tax levied pursuant to the Mello-Roos Community Facilities Act.

Assembly Bill No. 1483 defines a housing development project as consisting of (a) residential units only; or (b) mixed-use developments consisting of residential and non-residential land uses with at least two-thirds of the square footage designated for residential use; or (c) transitional housing or supportive housing. Assembly Bill No. 1483 also requires a city, county, or special district to update this information on their website within 30 days of any changes made to the information.

Senate Bill No. 165

On September 18, 2000, former Governor Gray Davis signed Senate Bill 165 which enacted the Local Agency Special Tax and Bond Accountability Act. In approving the bill, the Legislature declared that local agencies need to demonstrate to the voters that special taxes and bond proceeds are being spent on the facilities and services for which they were intended. To further this objective, the Legislature added Sections 50075.3 and 53411 to the California Government Code setting forth annual reporting requirements relative to special taxes collected and bonds issued by a local public agency. Pursuant to the Sections 50075.3 and 53411, the “chief fiscal officer” of the public agency will, by January 1, 2002, and at least once a year thereafter, file a report with the City setting forth (i) the amount of special taxes that have been collected and expended; (ii) the status of any project required or authorized to be funded by the special taxes; (iii) if bonds have been issued, the amount of bonds that have been collected and expended; and (iv) if bonds have been issued, the status of any project required or authorized to be funded from bond proceeds.

APPENDIX A

*Summary of Fiscal Year 2020-21
Special Tax Levy*

County of Contra Costa
Community Facilities District No. 2007-1
(Stormwater Management Facilities)
Special Tax Levy Summary for FY 2020-21

Tax Zone 1

Type of Property	FY 2020-21 Maximum Special Taxes				FY 2020-21 Actual Special Taxes				Parcels/ Units	Impervious Sq. Ft.	FY 2020-21 Total Special Tax
			Incremental	Incremental			Incremental	Incremental			
	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 1</u>	<u>Tier 2</u>			
Agricultural Property	<i>(per parcel)</i>				<i>(per parcel)</i>				1 parcels	n/a	\$341.68
	\$862.98	\$14,345.86	n/a	n/a	\$341.68	\$0.00	n/a	n/a			
Single Family Property	<i>(per parcel)</i>				<i>(per parcel)</i>						
Less than 5,000 Parcel Sq.Ft.	\$535.18	\$8,896.84	n/a	n/a	\$211.90	\$0.00	n/a	n/a	48 parcels	n/a	\$10,171.20
5,000 to 5,999 Parcel Sq.Ft.	\$544.22	\$9,047.10	n/a	n/a	\$215.48	\$0.00	n/a	n/a	10 parcels	n/a	\$2,154.80
6,000 to 6,999 Parcel Sq.Ft.	\$554.04	\$9,210.18	n/a	n/a	\$219.36	\$0.00	n/a	n/a	5 parcels	n/a	\$1,096.80
7,000 to 7,999 Parcel Sq.Ft.	\$563.12	\$9,361.30	n/a	n/a	\$222.96	\$0.00	n/a	n/a	5 parcels	n/a	\$1,114.80
8,000 to 9,999 Parcel Sq.Ft.	\$575.96	\$9,574.74	n/a	n/a	\$228.04	\$0.00	n/a	n/a	4 parcels	n/a	\$912.16
10,000 to 13,999 Parcel Sq.Ft.	\$603.14	\$10,026.42	n/a	n/a	\$238.80	\$0.00	n/a	n/a	3 parcels	n/a	\$716.40
14,000 to 19,999 Parcel Sq.Ft.	\$646.94	\$10,754.72	n/a	n/a	\$256.14	\$0.00	n/a	n/a	12 parcels	n/a	\$3,073.68
20,000 to 29,999 Parcel Sq.Ft.	\$712.64	\$11,846.74	n/a	n/a	\$282.16	\$0.00	n/a	n/a	19 parcels	n/a	\$5,361.04
30,000 to 39,999 Parcel Sq.Ft.	\$790.46	\$13,140.28	n/a	n/a	\$312.98	\$0.00	n/a	n/a	6 parcels	n/a	\$1,877.88
Greater than or Equal to 40,000 Parcel Sq.Ft.	\$862.98	\$14,345.86	n/a	n/a	\$341.68	\$0.00	n/a	n/a	7 parcels	n/a	\$2,391.76
Multi-Family Property	<i>(per unit)</i>				<i>(per unit)</i>						
Less than 2,500 Unit Sq.Ft.	\$409.34	\$6,804.98	n/a	n/a	\$162.08	\$0.00	n/a	n/a	56 units	n/a	\$9,076.18
2,500 to 2,999 Unit Sq.Ft.	\$412.78	\$6,862.20	n/a	n/a	\$163.44	\$0.00	n/a	n/a	0 units	n/a	\$0.00
3,000 to 3,999 Unit Sq.Ft.	\$427.18	\$7,101.26	n/a	n/a	\$169.14	\$0.00	n/a	n/a	0 units	n/a	\$0.00
4,000 to 4,999 Unit Sq.Ft.	\$445.30	\$7,402.66	n/a	n/a	\$176.32	\$0.00	n/a	n/a	0 units	n/a	\$0.00
5,000 to 5,999 Unit Sq.Ft.	\$464.16	\$7,716.00	n/a	n/a	\$183.78	\$0.00	n/a	n/a	0 units	n/a	\$0.00
6,000 to 6,999 Unit Sq.Ft.	\$483.06	\$8,030.20	n/a	n/a	\$191.26	\$0.00	n/a	n/a	0 units	n/a	\$0.00
7,000 to 7,999 Unit Sq.Ft.	\$501.18	\$8,331.60	n/a	n/a	\$198.44	\$0.00	n/a	n/a	0 units	n/a	\$0.00
Greater than or Equal to 8,000 Unit Sq.Ft.	\$510.28	\$8,482.72	n/a	n/a	\$202.04	\$0.00	n/a	n/a	0 units	n/a	\$0.00
Other Property	<i>(per parcel)</i>		<i>(per Impervious Square Foot)</i>		<i>(per parcel)</i>		<i>(per Impervious Square Foot)</i>		13 parcels	937,276	\$13,684.72
	\$420.65	\$8,565.94	\$0.03	\$0.18	\$166.56	\$0.00	\$0.01	\$0.00			
Total FY 2020-21 Special Tax Levy											\$51,973.10

APPENDIX B

*Fiscal Year 2020-21 Special Tax Levy
for Individual Assessor's Parcels*

County of Contra Costa
Community Facilities District No. 2007-1
(Stormwater Management Facilities)
Special Tax Levy for Fiscal Year 2020-21

Assessor's Parcel Number	Tax Zone	Development Status	Type of Property	Parcel Square Footage	Impervious Square Footage	FY 2020-21 Tier 1 Actual Special Tax	FY 2020-21 Tier 2 Actual Special Tax	FY 2020-21 Total Actual Special Tax
002-040-064-4	1	Undeveloped	Agricultural	N/A	12,000	\$0.00	\$0.00	\$0.00
020-190-083-4	1	Undeveloped	Single Family	241,758		\$0.00	\$0.00	\$0.00
020-190-084-2	1	Undeveloped	Single Family	855,083		\$0.00	\$0.00	\$0.00
095-060-026-2	1	Developed	Single Family	4,393		\$211.90	\$0.00	\$211.90
095-060-027-0	1	Developed	Single Family	3,740		\$211.90	\$0.00	\$211.90
095-060-028-8	1	Developed	Single Family	3,742		\$211.90	\$0.00	\$211.90
095-060-029-6	1	Developed	Single Family	4,393		\$211.90	\$0.00	\$211.90
095-060-030-4	1	Developed	Single Family	5,351		\$215.48	\$0.00	\$215.48
095-060-031-2	1	Developed	Single Family	3,157		\$211.90	\$0.00	\$211.90
095-060-032-0	1	Developed	Single Family	3,162		\$211.90	\$0.00	\$211.90
095-060-033-8	1	Developed	Single Family	3,454		\$211.90	\$0.00	\$211.90
095-060-034-6	1	Developed	Single Family	4,426		\$211.90	\$0.00	\$211.90
096-031-022-5	1	Developed	Other	N/A	53,431	\$813.74	\$0.00	\$813.74
098-590-001-8	1	Developed	Single Family	4,650		\$211.90	\$0.00	\$211.90
098-590-002-6	1	Developed	Single Family	4,743		\$211.90	\$0.00	\$211.90
098-590-003-4	1	Developed	Single Family	4,646		\$211.90	\$0.00	\$211.90
098-590-004-2	1	Developed	Single Family	4,646		\$211.90	\$0.00	\$211.90
098-590-005-9	1	Developed	Single Family	5,361		\$215.48	\$0.00	\$215.48
098-590-006-7	1	Developed	Single Family	4,923		\$211.90	\$0.00	\$211.90
098-590-007-5	1	Developed	Single Family	4,608		\$211.90	\$0.00	\$211.90
098-590-008-3	1	Developed	Single Family	4,608		\$211.90	\$0.00	\$211.90
098-590-009-1	1	Developed	Single Family	4,608		\$211.90	\$0.00	\$211.90
098-590-010-9	1	Developed	Single Family	6,515		\$219.36	\$0.00	\$219.36
098-590-011-7	1	Developed	Single Family	5,930		\$215.48	\$0.00	\$215.48
098-590-012-5	1	Developed	Single Family	5,335		\$215.48	\$0.00	\$215.48
098-590-013-3	1	Developed	Single Family	5,115		\$215.48	\$0.00	\$215.48
098-590-014-1	1	Developed	Single Family	4,603		\$211.90	\$0.00	\$211.90
098-590-015-8	1	Developed	Single Family	4,604		\$211.90	\$0.00	\$211.90
098-590-016-6	1	Developed	Single Family	4,987		\$211.90	\$0.00	\$211.90
098-590-017-4	1	Developed	Single Family	4,884		\$211.90	\$0.00	\$211.90
098-590-018-2	1	Developed	Single Family	4,632		\$211.90	\$0.00	\$211.90
098-590-019-0	1	Developed	Single Family	4,632		\$211.90	\$0.00	\$211.90
098-590-020-8	1	Developed	Single Family	4,939		\$211.90	\$0.00	\$211.90
098-590-021-6	1	Developed	Single Family	4,601		\$211.90	\$0.00	\$211.90
098-590-022-4	1	Developed	Single Family	4,600		\$211.90	\$0.00	\$211.90
098-590-023-2	1	Developed	Single Family	4,600		\$211.90	\$0.00	\$211.90
098-590-024-0	1	Developed	Single Family	4,600		\$211.90	\$0.00	\$211.90
098-590-025-7	1	Developed	Single Family	4,600		\$211.90	\$0.00	\$211.90
098-590-026-5	1	Developed	Single Family	4,600		\$211.90	\$0.00	\$211.90
098-590-027-3	1	Developed	Single Family	4,600		\$211.90	\$0.00	\$211.90
098-590-028-1	1	Developed	Single Family	4,600		\$211.90	\$0.00	\$211.90
098-590-029-9	1	Developed	Single Family	4,603		\$211.90	\$0.00	\$211.90
098-590-030-7	1	Developed	Single Family	4,674		\$211.90	\$0.00	\$211.90
098-590-031-5	1	Developed	Single Family	4,612		\$211.90	\$0.00	\$211.90
098-590-032-3	1	Developed	Single Family	4,612		\$211.90	\$0.00	\$211.90
098-590-033-1	1	Developed	Single Family	4,612		\$211.90	\$0.00	\$211.90
098-590-034-9	1	Developed	Single Family	4,609		\$211.90	\$0.00	\$211.90
098-590-035-6	1	Developed	Single Family	4,604		\$211.90	\$0.00	\$211.90
098-590-036-4	1	Developed	Single Family	4,821		\$211.90	\$0.00	\$211.90
098-590-037-2	1	Developed	Single Family	4,821		\$211.90	\$0.00	\$211.90
098-590-038-0	1	Developed	Single Family	4,821		\$211.90	\$0.00	\$211.90
098-590-039-8	1	Developed	Single Family	5,603		\$215.48	\$0.00	\$215.48
098-590-040-6	1	Developed	Single Family	5,801		\$215.48	\$0.00	\$215.48
098-590-041-4	1	Developed	Single Family	5,631		\$215.48	\$0.00	\$215.48
098-590-042-2	1	Developed	Single Family	6,372		\$219.36	\$0.00	\$219.36
098-590-043-0	1	Developed	Single Family	4,636		\$211.90	\$0.00	\$211.90
098-590-044-8	1	Developed	Single Family	4,839		\$211.90	\$0.00	\$211.90
098-590-045-5	1	Developed	Single Family	5,936		\$215.48	\$0.00	\$215.48
098-590-046-3	1	Developed	Single Family	8,349		\$228.04	\$0.00	\$228.04
098-590-047-1	1	Developed	Single Family	4,646		\$211.90	\$0.00	\$211.90
098-590-048-9	1	Developed	Single Family	4,646		\$211.90	\$0.00	\$211.90
098-590-049-7	1	Developed	Single Family	4,743		\$211.90	\$0.00	\$211.90

County of Contra Costa
Community Facilities District No. 2007-1
(Stormwater Management Facilities)
Special Tax Levy for Fiscal Year 2020-21

Assessor's Parcel Number	Tax Zone	Development Status	Type of Property	Parcel Square Footage	Impervious Square Footage	FY 2020-21	FY 2020-21	FY 2020-21
						Tier 1 Actual Special Tax	Tier 2 Actual Special Tax	Total Actual Special Tax
098-590-050-5	1	Developed	Single Family	4,650		\$211.90	\$0.00	\$211.90
099-210-023-0	1	Developed	Other	N/A	19,026	\$397.00	\$0.00	\$397.00
116-063-026-3	1	Developed	Single Family	27,617		\$282.16	\$0.00	\$282.16
116-063-027-1	1	Developed	Single Family	15,595		\$256.14	\$0.00	\$256.14
116-063-028-9	1	Developed	Single Family	19,689		\$256.14	\$0.00	\$256.14
116-063-029-7	1	Developed	Single Family	21,432		\$282.16	\$0.00	\$282.16
116-063-030-5	1	Developed	Single Family	23,740		\$282.16	\$0.00	\$282.16
116-063-031-3	1	Developed	Single Family	18,295		\$256.14	\$0.00	\$256.14
116-063-032-1	1	Developed	Single Family	27,704		\$282.16	\$0.00	\$282.16
116-100-051-6	1	Developed	Single Family	14,985		\$256.14	\$0.00	\$256.14
116-100-052-4	1	Developed	Single Family	21,649		\$282.16	\$0.00	\$282.16
116-100-053-2	1	Developed	Single Family	24,611		\$282.16	\$0.00	\$282.16
116-100-054-0	1	Developed	Single Family	17,947		\$256.14	\$0.00	\$256.14
116-100-055-7	1	Developed	Single Family	18,034		\$256.14	\$0.00	\$256.14
116-100-056-5	1	Developed	Single Family	16,553		\$256.14	\$0.00	\$256.14
116-100-057-3	1	Developed	Single Family	17,380		\$256.14	\$0.00	\$256.14
116-100-058-1	1	Developed	Single Family	31,537		\$312.98	\$0.00	\$312.98
138-120-019-3	1	Developed	Other	N/A	14,116	\$337.54	\$0.00	\$337.54 /1
140-220-019-8	1	Developed	Single Family	39,988		\$312.98	\$0.00	\$312.98
140-220-020-6	1	Developed	Single Family	39,988		\$312.98	\$0.00	\$312.98
140-220-021-4	1	Undeveloped	Single Family	110,512		\$0.00	\$0.00	\$0.00
148-480-014-7	1	Developed	Other	N/A	125,987	\$1,692.60	\$0.00	\$1,692.60
159-040-094-9	1	Developed	Other	N/A	27,925	\$504.80	\$0.00	\$504.80
166-010-042-9	1	Developed	Single Family	18,330		\$256.14	\$0.00	\$256.14
166-010-043-7	1	Developed	Single Family	14,280		\$256.14	\$0.00	\$256.14
166-010-044-5	1	Undeveloped	Single Family	22,825		\$0.00	\$0.00	\$0.00
166-010-045-2	1	Developed	Single Family	37,000		\$312.98	\$0.00	\$312.98
166-010-046-0	1	Undeveloped	Single Family	30,400		\$0.00	\$0.00	\$0.00
166-010-047-8	1	Developed	Single Family	50,200		\$341.68	\$0.00	\$341.68
166-010-048-6	1	Developed	Single Family	24,700		\$282.16	\$0.00	\$282.16
166-010-049-4	1	Developed	Single Family	22,170		\$282.16	\$0.00	\$282.16
166-010-050-2	1	Undeveloped	Single Family	39,200		\$0.00	\$0.00	\$0.00
167-360-002-7	1	Developed	Other	N/A	56,250	\$847.90	\$0.00	\$847.90
167-360-004-3	1	Undeveloped	Other	N/A		\$0.00	\$0.00	\$0.00
169-150-007-6	1	Undeveloped	Single Family	465,308		\$0.00	\$0.00	\$0.00
180-131-036-6	1	Developed	Single Family	18,519		\$256.14	\$0.00	\$256.14
180-131-037-4	1	Developed	Single Family	17,503		\$256.14	\$0.00	\$256.14
184-100-034-0	1	Developed	Single Family	6,217		\$219.36	\$0.00	\$219.36
184-100-035-7	1	Developed	Single Family	4,343		\$211.90	\$0.00	\$211.90
184-100-036-5	1	Developed	Single Family	6,971		\$219.36	\$0.00	\$219.36
184-100-037-3	1	Developed	Single Family	9,129		\$228.04	\$0.00	\$228.04
184-100-038-1	1	Developed	Single Family	7,349		\$222.96	\$0.00	\$222.96
184-100-039-9	1	Developed	Single Family	13,573		\$238.80	\$0.00	\$238.80
184-100-040-7	1	Developed	Single Family	13,993		\$238.80	\$0.00	\$238.80
184-100-041-5	1	Developed	Single Family	11,496		\$238.80	\$0.00	\$238.80
184-100-042-3	1	Developed	Single Family	7,187		\$222.96	\$0.00	\$222.96
184-100-043-1	1	Developed	Single Family	7,864		\$222.96	\$0.00	\$222.96
184-100-044-9	1	Developed	Single Family	6,787		\$219.36	\$0.00	\$219.36
184-100-045-6	1	Developed	Single Family	8,090		\$228.04	\$0.00	\$228.04
184-100-046-4	1	Developed	Single Family	8,061		\$228.04	\$0.00	\$228.04
184-100-047-2	1	Developed	Single Family	7,514		\$222.96	\$0.00	\$222.96
184-100-048-0	1	Developed	Single Family	5,083		\$215.48	\$0.00	\$215.48
184-100-049-8	1	Developed	Single Family	7,578		\$222.96	\$0.00	\$222.96
184-450-038-7	1	Developed	Other	N/A	28,533	\$512.16	\$0.00	\$512.16 /2
184-590-001-6	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-002-4	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-003-2	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-004-0	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-005-7	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-006-5	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-007-3	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-008-1	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-009-9	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08

County of Contra Costa
Community Facilities District No. 2007-1
(Stormwater Management Facilities)
Special Tax Levy for Fiscal Year 2020-21

Assessor's Parcel Number	Tax Zone	Development Status	Type of Property	Parcel Square Footage	Impervious Square Footage	FY 2020-21	FY 2020-21	FY 2020-21
						Tier 1 Actual Special Tax	Tier 2 Actual Special Tax	Total Actual Special Tax
184-590-010-7	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-011-5	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-012-3	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-013-1	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
184-590-014-9	1	Developed	Multi-Family	1,557		\$162.08	\$0.00	\$162.08
187-180-031-2	1	Developed	Single Family	29,403		\$282.16	\$0.00	\$282.16
187-180-032-0	1	Developed	Single Family	20,560		\$282.16	\$0.00	\$282.16
187-231-034-5	1	Developed	Single Family	24,350		\$282.16	\$0.00	\$282.16
187-231-035-2	1	Developed	Single Family	20,909		\$282.16	\$0.00	\$282.16
188-232-042-5	1	Developed	Single Family	31,145		\$312.98	\$0.00	\$312.98
188-232-043-3	1	Developed	Single Family	22,303		\$282.16	\$0.00	\$282.16
188-232-044-1	1	Developed	Single Family	33,411		\$312.98	\$0.00	\$312.98
192-240-024-5	1	Developed	Single Family	41,469		\$341.68	\$0.00	\$341.68
192-240-025-2	1	Undeveloped	Single Family	66,342		\$0.00	\$0.00	\$0.00
193-210-029-8	1	Developed	Single Family	20,691		\$282.16	\$0.00	\$282.16
193-210-030-6	1	Developed	Single Family	21,911		\$282.16	\$0.00	\$282.16
193-210-033-0	1	Undeveloped	Single Family	25,700		\$0.00	\$0.00	\$0.00
193-210-034-8	1	Developed	Single Family	28,837		\$282.16	\$0.00	\$282.16
195-351-044-1	1	Developed	Single Family	41,251		\$341.68	\$0.00	\$341.68
195-351-045-8	1	Developed	Single Family	56,149		\$341.68	\$0.00	\$341.68
197-090-003-9	1	Developed	Other	N/A	18,215	\$387.18	\$0.00	\$387.18
198-081-021-0	1	Developed	Single Family	21,780		\$282.16	\$0.00	\$282.16
198-081-022-8	1	Developed	Single Family	21,780		\$282.16	\$0.00	\$282.16
198-100-005-0	1	Developed	Single Family	40,075		\$341.68	\$0.00	\$341.68
198-100-006-8	1	Developed	Single Family	42,253		\$341.68	\$0.00	\$341.68
198-100-011-8	1	Developed	Single Family	77,537		\$341.68	\$0.00	\$341.68
198-100-013-4	1	Developed	Single Family	20,125		\$282.16	\$0.00	\$282.16
198-100-014-2	1	Undeveloped	Single Family	62,901		\$0.00	\$0.00	\$0.00
203-150-002-4	1	Developed	Other	N/A	43,705	\$695.94	\$0.00	\$695.94
203-770-005-7	1	Developed	Other	N/A	12,650	\$319.78	\$0.00	\$319.78
223-042-007-3	1	Developed	Agricultural	N/A		\$341.68	\$0.00	\$341.68
357-140-054-2	1	Undeveloped	Single Family	5,314		\$0.00	\$0.00	\$0.00
357-140-056-7	1	Undeveloped	Single Family	5,968		\$0.00	\$0.00	\$0.00
357-140-057-5	1	Undeveloped	Single Family	3,790		\$0.00	\$0.00	\$0.00
357-140-058-3	1	Undeveloped	Single Family	4,835		\$0.00	\$0.00	\$0.00
357-140-059-1	1	Undeveloped	Single Family	4,269		\$0.00	\$0.00	\$0.00
357-140-060-9	1	Undeveloped	Multi-Family	5,924		\$0.00	\$0.00	\$0.00
380-010-026-9	1	Developed	Other	N/A	74,980	\$1,074.76	\$0.00	\$1,074.76 /3
408-090-049-3	1	Developed	Other	N/A	390,936	\$4,901.88	\$0.00	\$4,901.88
409-080-028-7	1	Developed	Multi-Family	29,926		\$6,982.12	\$0.00	\$6,982.12
420-080-025-0	1	Developed	Other	N/A	70,820	\$1,024.38	\$0.00	\$1,024.38 /4

Total Special Tax Levy for FY 2020-21	\$51,973.10
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- /1 Project spans over two parcels; the Incremental Special Tax per Impervious Square Foot for APNs 138-120-018-5 is levied on APN 138-120-019-3.
- /2 Project spans over three parcels; the Incremental Special Tax per Impervious Square Foot for APNs 184-450-039-5 and 184-450-040-3 is levied on APN 184-450-038-7.
- /3 Project spans over two parcels; the Incremental Special Tax per Impervious Square Foot for APN 380-010-023-6 is levied on APN 380-010-026-9.
- /4 Project spans over three parcels; the Incremental Special Tax per Impervious Square Foot for APNs 419-180-020-2 and 420-080-004-5 is levied on APN 420-080-025-0.

Goodwin Consulting Group, Inc.

APPENDIX C

Rate and Method of Apportionment of Special Tax

**COUNTY OF CONTRA COSTA
COMMUNITY FACILITIES DISTRICT NO. 2007-1
(STORMWATER FACILITY MAINTENANCE)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in Community Facilities District No. 2007-1 (Stormwater Facility Maintenance) [herein "CFD No. 2007-1" or "CFD"] shall be levied and collected according to the tax liability determined by the Board of Supervisors of the County of Contra Costa, acting in its capacity as the legislative body of CFD No. 2007-1, through the application of the appropriate Special Taxes, as described below. All of the property in CFD No. 2007-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2007-1 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the direct and indirect expenses incurred by the CFD or the County in connection with the establishment and administration of CFD No. 2007-1 (including, but not limited to, the levy and collection of the Special Taxes) including the fees and expenses of attorneys, any fees of the County or the CFD related to CFD No. 2007-1 or the collection of Special Taxes, an allocable share of the salaries of County or CFD staff directly related thereto and a proportionate amount of the County's and the CFD's general administrative overhead related thereto, any amounts paid by the County or the CFD from their respective general funds with respect to CFD No. 2007-1 or the services authorized to be financed by CFD No. 2007-1, and expenses incurred by the County or the CFD in undertaking action to foreclose on properties for which the payment of Special Taxes is delinquent, any amounts necessary to maintain a reserve required by CFD No. 2007-1 for the payment of services and all other costs and expenses of the County or the CFD in any way related to CFD No. 2007-1.

"Administrator" means the person or firm designated by the Board of Supervisors to administer the Special Taxes according to this RMA.

"Agricultural Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a structure located on land that is designated for agricultural use pursuant to the County's General Plan.

“Assessor’s Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Authorized Services” means, collectively, the Authorized Tier 1 Services and Authorized Tier 2 Services.

“Authorized Tier 1 Services” means the public services identified as Tier 1 services that are authorized to be funded by CFD No. 2007-1, as set forth in the CFD formation documents adopted by the Board of Supervisors.

“Authorized Tier 2 Services” means the public services identified as Tier 2 services that are authorized to be funded by CFD No. 2007-1, as set forth in the CFD formation documents adopted by the Board of Supervisors.

“Board of Supervisors” means the Board of Supervisors of the County of Contra Costa, acting as the legislative body of CFD No. 2007-1.

“County” means the County of Contra Costa.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which (i) a building permit for new construction or substantial redevelopment of a residential or non-residential structure was issued prior to June 1 of the preceding Fiscal Year, or (ii) land use entitlement(s) involving the creation or redevelopment of impervious surface is granted and exercised where no building permit is required. . Developed Property shall not include Parcels on which a structure(s) exists at the time CFD No. 2007-1 was formed unless additional building permits are issued for additional development or substantial redevelopment on the Parcel or, for future annexations, at the time that Parcel(s) is annexed to CFD No. 2007-1.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Impervious Square Foot” or **“Impervious Square Footage”** means the impervious square footage assigned to a Parcel as determined by the County Public Works Department.

“Maximum Special Taxes” means, collectively, the Maximum Tier 1 Special Tax and Maximum Tier 2 Special Tax.

“Maximum Tier 1 Special Tax” means the maximum Tier 1 Special Tax that can be levied on Taxable Property in any Fiscal Year determined in accordance with Section C below.

“Maximum Tier 2 Special Tax” means the maximum Tier 2 Special Tax that can be levied on Taxable Property in any Fiscal Year determined in accordance with Section C below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure that (i) is located within a mobile home park, or (ii) consists of two or more residential units that share common walls, including duplex, triplex and fourplex units, townhomes, condominiums and apartment

units. Multi-Family Property excludes residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code.

“Other Property” means, in any Fiscal Year, all Parcels of Developed Property that are not Agricultural Property, Single Family Property, or Multi-Family Property.

“Parcel” see definition of Assessor’s Parcel.

“Parcel Square Foot” or **“Parcel Square Footage”** means, for Agricultural Property and Single Family Property, the square footage assigned to a Parcel as determined by the County Public Works Department based on information from the Assessor’s Parcel map.

“PSWMF” means any permanent stormwater management facility for treatment and/or flood control, as determined by the County Public Works Department, located within the boundaries of CFD No. 2007-1.

“PSWMF Service Area” means an area within a Tax Zone, as determined by the County Public Works Department, that is comprised of one or more Parcels that are served by a specific PSWMF.

“Public Property” means any property within the boundaries of CFD No. 2007-1 that is owned or irrevocable offered for dedication to the federal government, State of California, County, or other local governments or public agencies.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Single Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a single family residential unit that does not share a common wall with another unit, except for attached residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code. A Parcel of Single Family Property with an attached residential second unit established pursuant to Section 82-24 will be taxed as one Parcel of Single Family Property pursuant to this RMA. Excepted from classification as Single Family Property are Parcels of Agricultural Property and Parcels for which the single family residential use is not the primary use.

“Special Taxes” means, collectively, the Tier 1 Special Tax and Tier 2 Special Tax.

“Taxable Property” means all Assessors’ Parcels within the boundaries of CFD No. 2007-1 that are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Public Property” means, in any Fiscal Year, all Assessors’ Parcels in CFD No. 2007-1 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently have come under the ownership of a public agency.

“**Tax Zone**” means one of the mutually exclusive tax zones identified in Attachment 2 of this RMA. Attachment 2 will be updated to include new Tax Zones or new Parcels added to CFD No. 2007-1 as a result of future annexations to the CFD.

“**Tier 1 Special Tax**” means a special tax levied in any Fiscal Year to pay the Tier 1 Special Tax Requirement.

“**Tier 1 Special Tax Requirement**” means the amount for *each separate Tax Zone* in CFD No. 2007-1 necessary in any Fiscal Year to (i) pay for Authorized Tier 1 Services, (ii) pay Administrative Expenses for the Fiscal Year, (iii) cure any delinquencies in the payment of Tier 1 Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Tier 1 Special Taxes which have already taken place) are expected to occur in the current Fiscal Year, and (iv) to create or replenish reserve funds.

“**Tier 2 Special Tax**” means a special tax levied in any Fiscal Year to pay the Tier 2 Special Tax Requirement.

“**Tier 2 Special Tax Requirement**” means, for *any PSWMF Service Area* within a Tax Zone, that amount necessary in any Fiscal Year to (i) pay for Authorized Tier 2 Services, (ii) pay Administrative Expenses that have not been included in the Tier 1 Special Tax Requirement, (iii) cure any delinquencies in the payment of Tier 2 Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Tier 2 Special Taxes which have already taken place) are expected to occur in the current Fiscal Year, and (iv) to create or replenish reserve funds.

“**Unit**” means (i) for Single Family Property, an individual single-family unit, (ii) for Multi-Family Property, an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, apartment structure, or mobile home park.

“**Unit Square Foot**” or “**Unit Square Footage**” means, for Multi-Family Property, the square footage assigned to a Parcel as determined by the County Public Works Department, based on information from the Assessor’s Parcel map, divided by the number of Units on that Parcel.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Developed Property within CFD No. 2007-1 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2007-1, the Administrator shall update Attachment 2 of this RMA to include each new Parcel that is annexed into an existing Tax Zone or, if a new Tax Zone is created, each new Tax Zone and the Assessor’s Parcel(s) included in the Tax Zone. If a new Tax Zone is created, the Administrator shall update Attachment 1 of this RMA to include the Maximum Special Taxes for that Tax Zone. The Administrator shall also determine: (i) whether each Assessor’s Parcel of Developed Property is Agricultural Property, Single Family Property, Multi-Family Property, or Other Property, (ii) for Parcels of Agricultural Property and Single Family Property, the Parcel Square Footage of each Parcel, (ii) for Parcels of Multi-Family Property, the number of Units, the total

square footage of each Parcel, and the Unit Square Footage of each Unit, and (iii) for Other Property, the Impervious Square Footage of each Parcel. For Multi-Family Property, the number of Units shall be determined by referencing the development plan for the property or other County development records. Finally, the Administrator shall also determine the Tier 1 Special Tax Requirement for each Tax Zone.

The Administrator shall, on an ongoing basis, coordinate with County staff to determine whether a Tier 2 Special Tax levy will be required for any PSWMF Service Area. If such a levy is required, the Administrator shall determine the Tier 2 Special Tax Requirement for the PSWMF Service Area subject to the Tier 2 Special Tax levy. The Administrator shall also determine the current Assessor's Parcel number, the Parcel Square Footage of all Parcels of Agricultural Property and Single Family Property, the Unit Square Footage of all Parcels of Multi-Family Property, and the Impervious Square Footage of all Parcels of Other Property in the PSWMF Service Area subject to the levy.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2007-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

The Maximum Special Tax rates for each Tax Zone are shown in Attachment 1 of this RMA. The Maximum Special Taxes for a Parcel of Taxable Property shall be determined by the following:

1. *Agricultural Property or Single Family Property*

The Maximum Special Taxes for a Parcel of Agricultural Property or Single Family Property is the sum of the applicable Maximum Tier 1 Special Tax and the Maximum Tier 2 Special Tax rates shown in Attachment 1 of this RMA for the Tax Zone and the then current Fiscal Year.

2. *Multi-Family Property*

The Maximum Special Taxes for a Parcel of Multi-Family Property is the sum of (i) the number of Units on the Parcel multiplied by the applicable Maximum Tier 1 Special Tax rate for such Parcel, and (ii) the number of Units on the Parcel multiplied by the applicable Maximum Tier 2 Special Tax rate for such Parcel, as shown in Attachment 1 of this RMA for the Tax Zone and the then current Fiscal Year.

3. *Other Property*

The Maximum Special Taxes for a Parcel of Other Property is the sum of the Maximum Tier 1 Special Tax and Maximum Tier 2 Special Tax for such Parcel. The Maximum Tier 1 Special Tax for such Parcel is the sum of: (i) the base Maximum Tier 1 Special Tax for the Tax Zone, and (ii) the incremental Maximum Tier 1 Special Tax multiplied by the Parcel's Impervious Square Footage for the Tax Zone, as shown in Attachment 1 of this RMA. The Maximum Tier 2 Special Tax for such Parcel is the sum of: (i) the base Maximum Tier 2 Special Tax for the Tax Zone, and (ii) the incremental Maximum Tier 2 Special Tax multiplied by the Parcel's Impervious Square Footage for the Tax Zone, as shown in Attachment 1 of this RMA.

D. METHOD OF LEVY AND MANNER OF COLLECTION OF THE SPECIAL TAXES

The Special Taxes shall be levied and collected according to the methodology outlined below:

1. *Tier 1 Special Tax*

For *each Tax Zone*, the Tier 1 Special Tax shall be levied as follows until the amount of the levy equals the Tier 1 Special Tax Requirement for that Tax Zone.

Step 1: The Tier 1 Special Tax shall be levied proportionately on each Parcel of Developed Property that is not Taxable Public Property up to 100% of the Maximum Tier 1 Special Tax for that Tax Zone, as shown in Attachment 1 of this RMA, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone.

Step 2: If additional revenue is needed after Step 2, the Tier 1 Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Tier 1 Special Tax that had applied to the Parcel prior to the Parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone.

The Tier 1 Special Tax for CFD No. 2007-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the County may bill directly, collect at a different time or in a different manner.

2. *Tier 2 Special Tax*

For *any PSWMF Service Area* in a Tax Zone, the Tier 2 Special Tax, if applicable, shall be levied as follows until the amount of the levy equals the Tier 2 Special Tax Requirement for that PSWMF Service Area.

Step 1: The Tier 2 Special Tax shall be levied proportionately on each Parcel of Developed Property that is not Taxable Public Property up to 100% of the

Maximum Tier 2 Special Tax for that Tax Zone, as shown in Attachment 1 of this RMA, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area.

Step 2: If additional revenue is needed after Step 1, the Tier 2 Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Tier 2 Special Tax that had applied to the Parcel prior to the Parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area.

The Tier 2 Special Tax for CFD No. 2007-1 shall be billed directly to the property owner(s) within a PSWMF Service Area on an as needed basis.

E. LIMITATIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Public Property that is not Taxable Public Property or property owned by a homeowner's or property owner's association.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The County reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the County's discretion. Interpretations may be made by the County by resolution of the Board of Supervisors for purposes of clarifying any vagueness or ambiguity in this RMA.

G. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board of Supervisors whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board of Supervisors) or the Board of Supervisors (if the appeal is filed with the Board of Supervisors) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any legal action by such owner.

Attachment 1

County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Facility Maintenance)

Maximum Special Taxes for Tax Zone 1¹ For Agricultural Property, Single Family Property, and Multi-Family Property

Type of Property	Square Footage (Sq.Ft.)	Maximum Special Taxes for FY 2007-08 ²		
		Maximum Tier 1 Special Tax	Maximum Tier 2 Special Tax	Maximum Special Taxes
Agricultural Property	N/A	\$564.17 <i>per Parcel</i>	\$9,378.63 <i>per Parcel</i>	\$9,942.80 <i>per Parcel</i>
Single Family Property	Less than 5,000 Parcel Sq.Ft.	\$349.88 <i>per Parcel</i>	\$5,816.32 <i>per Parcel</i>	\$6,166.20 <i>per Parcel</i>
	5,000 TO 5,999 Parcel Sq.Ft.	\$355.79 <i>per Parcel</i>	\$5,914.56 <i>per Parcel</i>	\$6,270.35 <i>per Parcel</i>
	6,000 TO 6,999 Parcel Sq.Ft.	\$362.20 <i>per Parcel</i>	\$6,021.17 <i>per Parcel</i>	\$6,383.37 <i>per Parcel</i>
	7,000 TO 7,999 Parcel Sq.Ft.	\$368.14 <i>per Parcel</i>	\$6,119.97 <i>per Parcel</i>	\$6,488.11 <i>per Parcel</i>
	8,000 TO 9,999 Parcel Sq.Ft.	\$376.54 <i>per Parcel</i>	\$6,259.51 <i>per Parcel</i>	\$6,636.05 <i>per Parcel</i>
	10,000 TO 13,999 Parcel Sq.Ft.	\$394.30 <i>per Parcel</i>	\$6,554.79 <i>per Parcel</i>	\$6,949.09 <i>per Parcel</i>
	14,000 TO 19,999 Parcel Sq.Ft.	\$422.94 <i>per Parcel</i>	\$7,030.92 <i>per Parcel</i>	\$7,453.86 <i>per Parcel</i>
	20,000 TO 29,999 Parcel Sq.Ft.	\$465.89 <i>per Parcel</i>	\$7,744.83 <i>per Parcel</i>	\$8,210.72 <i>per Parcel</i>
	30,000 TO 39,999 Parcel Sq.Ft.	\$516.76 <i>per Parcel</i>	\$8,590.48 <i>per Parcel</i>	\$9,107.24 <i>per Parcel</i>
	Greater than or Equal to 40,000 Parcel Sq.Ft.	\$564.17 <i>per Parcel</i>	\$9,378.63 <i>per Parcel</i>	\$9,942.80 <i>per Parcel</i>
Multi-Family Property	Less than 2,500 Unit Sq.Ft.	\$267.61 <i>per Unit</i>	\$4,448.77 <i>per Unit</i>	\$4,716.38 <i>per Unit</i>
	2,500 TO 2,999 Unit Sq.Ft.	\$269.85 <i>per Unit</i>	\$4,486.17 <i>per Unit</i>	\$4,756.02 <i>per Unit</i>
	3,000 TO 3,999 Unit Sq.Ft.	\$279.27 <i>per Unit</i>	\$4,642.46 <i>per Unit</i>	\$4,921.73 <i>per Unit</i>
	4,000 TO 4,999 Unit Sq.Ft.	\$291.12 <i>per Unit</i>	\$4,839.50 <i>per Unit</i>	\$5,130.62 <i>per Unit</i>
	5,000 TO 5,999 Unit Sq.Ft.	\$303.44 <i>per Unit</i>	\$5,044.35 <i>per Unit</i>	\$5,347.79 <i>per Unit</i>
	6,000 TO 6,999 Unit Sq.Ft.	\$315.80 <i>per Unit</i>	\$5,249.76 <i>per Unit</i>	\$5,565.56 <i>per Unit</i>
	7,000 TO 7,999 Unit Sq.Ft.	\$327.65 <i>per Unit</i>	\$5,446.80 <i>per Unit</i>	\$5,774.45 <i>per Unit</i>
		Greater than or Equal to 8,000 Unit Sq.Ft.	\$333.59 <i>per Unit</i>	\$5,545.60 <i>per Unit</i>

¹Tax Zones that are added to CFD No. 2007-1 as a result of future annexations will have their Maximum Special Taxes determined during the annexation process. This Attachment 1 shall be updated to reflect each new annexation.

²Beginning in January 2008, and each January thereafter, the Maximum Special Taxes shown in this Attachment 1 shall be adjusted by applying the greater of (i) the increase, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers that had occurred since January of the prior year, or (ii) the increase, if any, in the Engineering News Record's Common Labor Index that had occurred since January of the prior year. Each annual adjustment of the Maximum Special Taxes shall be come effective on the following July 1.

Attachment 1 Cont.

**County of Contra Costa
Community Facilities District No. 2007-1
(Stormwater Facility Maintenance)**

**Maximum Special Taxes for Tax Zone 1¹
For Other Property**

Maximum Special Taxes for FY 2007-08²					
Maximum Tier 1 Special Tax		Maximum Tier 2 Special Tax		Maximum Special Taxes	
Base Maximum Tier 1 Special Tax (per Parcel)	Incremental Maximum Tier 1 Special Tax (per Impervious Square Foot)	Base Maximum Tier 2 Special Tax (per Parcel)	Incremental Maximum Tier 2 Special Tax (per Impervious Square Foot)	Base Maximum Special Taxes (per Parcel)	Incremental Maximum Special Taxes (per Impervious Square Foot)
\$275.00	\$0.02	\$5,600.00	\$0.12	\$5,875.00	\$0.14

¹Tax Zones that are added to CFD No. 2007-1 as a result of future annexations will have their Maximum Special Taxes determined during the annexation process. This Attachment 1 shall be updated to reflect each new annexation.

²Beginning in January 2008, and each January thereafter, the Maximum Special Taxes shown in this Attachment 1 shall be adjusted by applying the greater of (i) the increase, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers that had occurred since January of the prior year, or (ii) the increase, if any, in the Engineering News Record's Common Labor Index that had occurred since January of the prior year. Each annual adjustment of the Maximum Special Taxes shall be come effective on the following July 1.

Attachment 2

County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Facility Maintenance)

Identification of Tax Zones

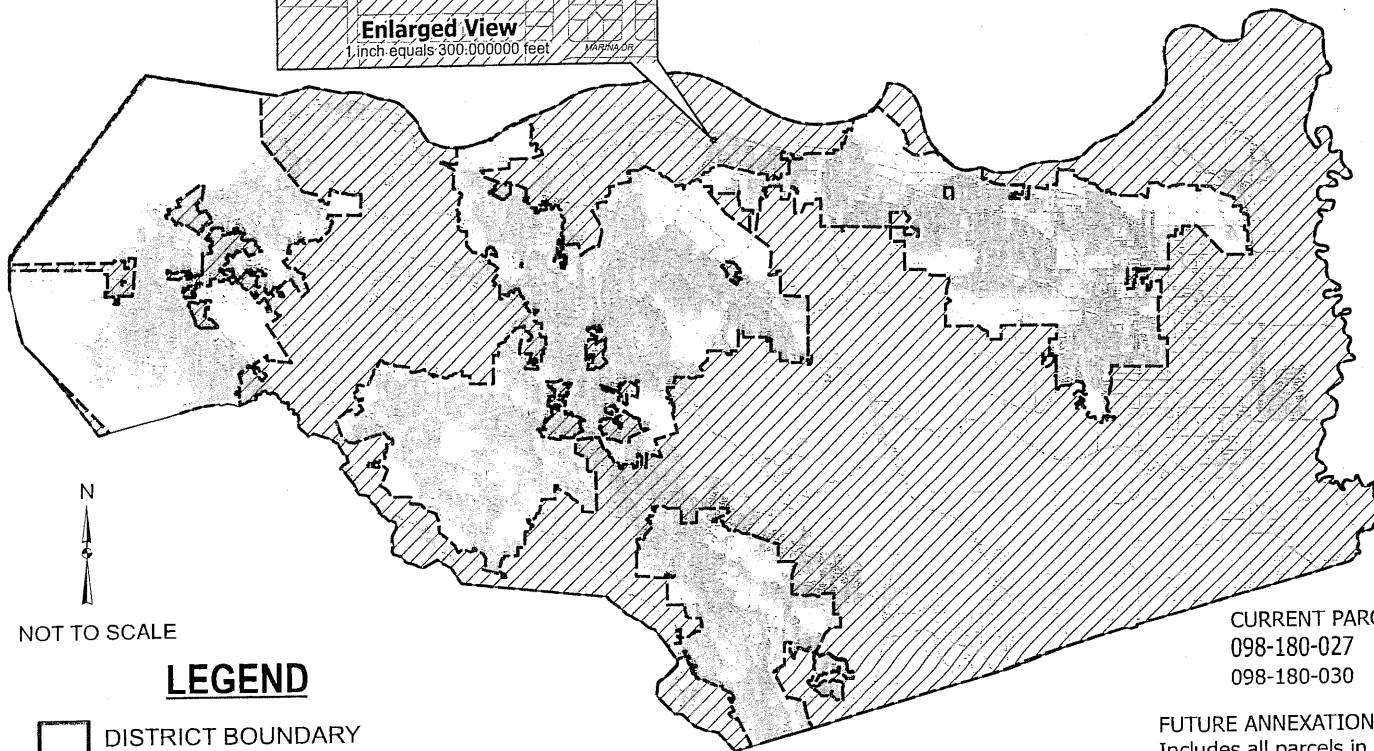
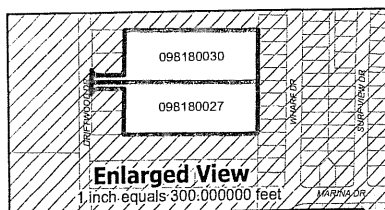
Tax Zone	Assessor's Parcels Included in Tax Zone ¹
1	098-180-027 098-180-030

¹The property identified by the Assessor's Parcel numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. This Attachment 2 shall be updated to reflect Parcels that are added to a Tax Zone or Tax Zones that are added to CFD No. 2007-1 as a result of future annexions.

APPENDIX D

***Boundary Map of
Community Facilities District No. 2007-1***

PROPOSED BOUNDARY MAP CONTRA COSTA COUNTY COMMUNITY FACILITIES DISTRICT NO. 2007-1 (STORMWATER MANAGEMENT FACILITIES) COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



Filed in the office of the Clerk of the Board of Supervisors of the County of Contra Costa, this ___ day of _____, 2007.

By: _____
Clerk of the Board of Supervisors,
County of Contra Costa

I hereby certify that the within map showing proposed boundaries of the County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Management Facilities), County of Contra Costa, State of California, was approved by the Board of Supervisors of the County of Contra Costa at a meeting thereof held on the ___ day of _____, 2007, by its Resolution No. _____.

By: _____
Clerk of the Board of Supervisors,
County of Contra Costa

Filed this ___ day of _____, 2007, at the hour of ___ o'clock __.m., in Book ___ of Maps of Assessment and Community Facilities Districts at Page ___ in the office of the County Recorder in the County of Contra Costa, State of California.



By: _____
County Recorder,
County of Contra Costa

CURRENT PARCEL NUMBERS IN DISTRICT BOUNDARY
098-180-027
098-180-030

FUTURE ANNEXATION AREA
Includes all parcels in the unincorporated portion of Contra Costa County except for the parcels currently within the district boundary

NOT TO SCALE

LEGEND

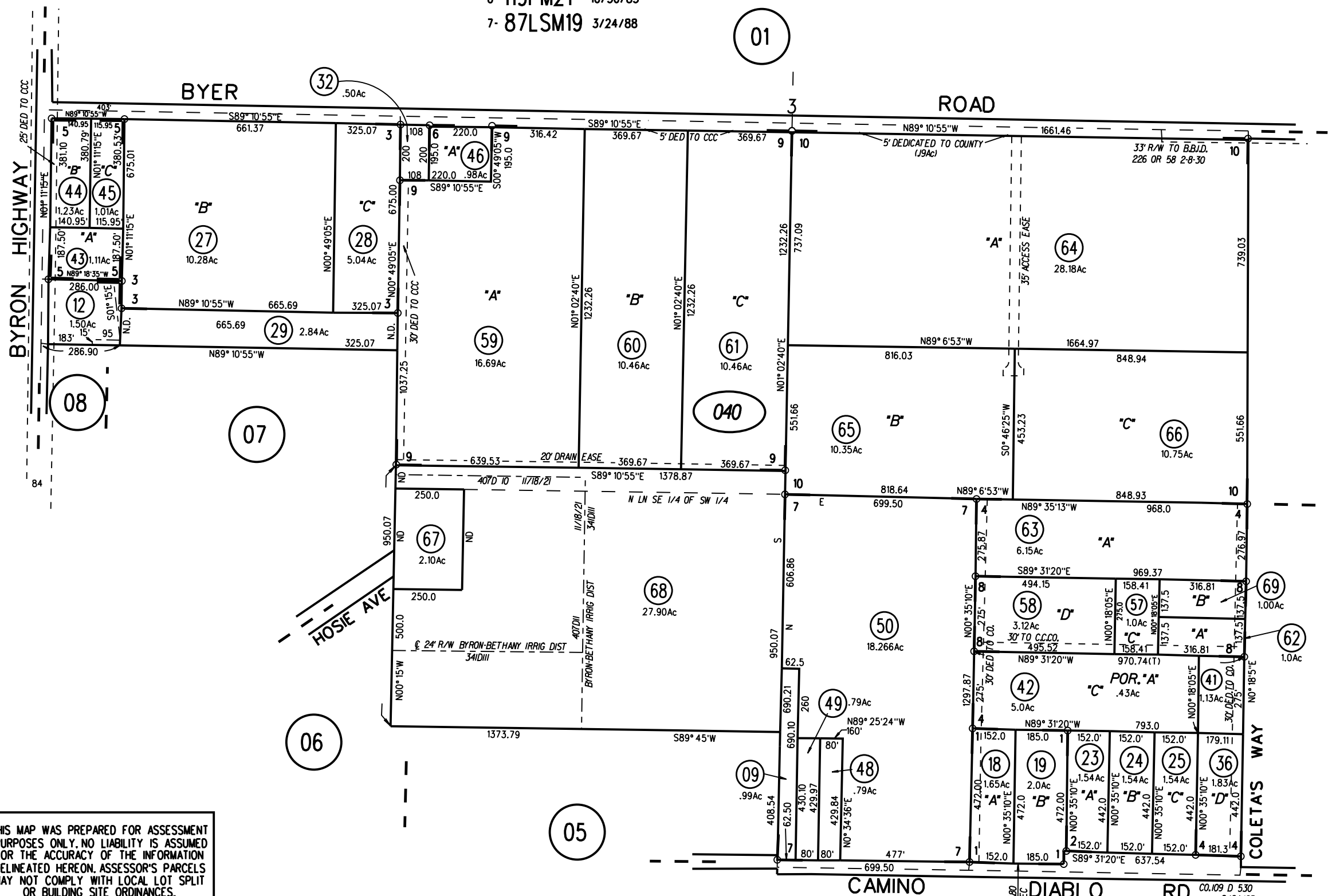
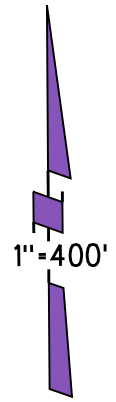
-  DISTRICT BOUNDARY
-  FUTURE ANNEXATION AREA

APPENDIX E

*Assessor's Parcel Maps for
Fiscal Year 2020-21*

POR S 1/2 SEC 3 T1S R3E MDB&M

- 1- 21PM14 3/10/72
- 2- 29PM37 8/27/73
- 3- 72PM28 11/30/78
- 4- 107PM45 10/20/83
- 5- 118PM5 8/28/85
- 6- 119PM21 10/30/85
- 7- 87LSM19 3/24/88
- 8- 162PM10 6/1/93
- 9- 163PM49 1/14/94
- 10- 196PM16 4/13/06



P.B.
3

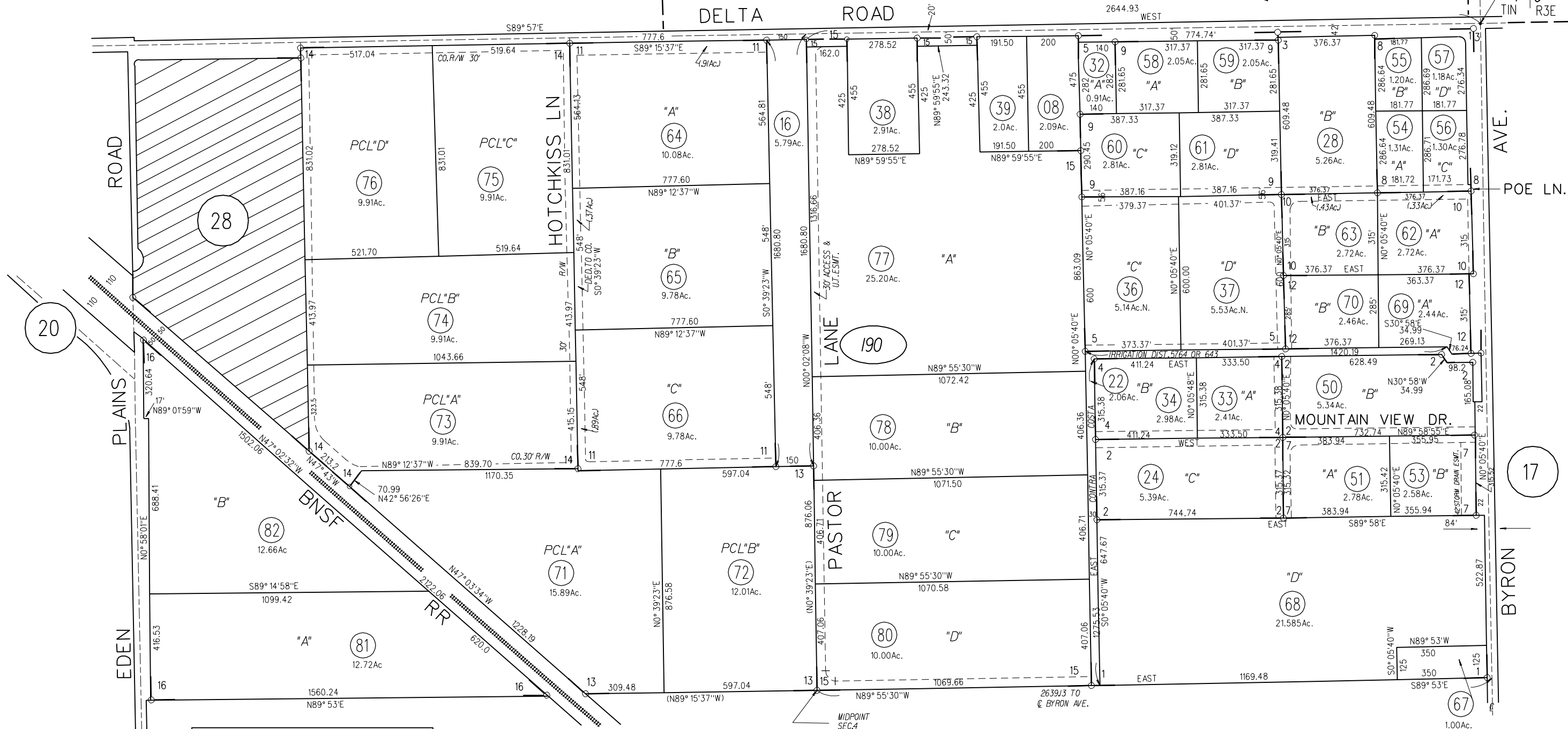
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

N $\frac{1}{2}$ SEC.4 TIN R3E MDBM

1-1965- RECORD OF SURVEY 28L.S.M. 43

- | | | | |
|----------------|---------|-------------|----------|
| 2-1969- 7PM1 | 1-13-69 | 10- 53PM12 | 3-25-77 |
| 3-1970- 8PM3 | 4-9-69 | 11- 58PM49 | 10-26-77 |
| 4-1970- 12PM5 | 3-11-70 | 12- 77PM23 | 5-31-79 |
| 5-1970- 13PM39 | 7-20-70 | 13- 150PM46 | 1-25-91 |
| 7-1974- 29PM7 | 7-20-73 | 14- 154PM34 | 9-24-91 |
| 8-1974- 29PM32 | 8-17-73 | 15- 166PM1 | 12-30-94 |
| 9-1975- 35PM18 | 9-18-74 | 16- 191PM1 | 8-6-04 |

1" = 400'



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

18

190

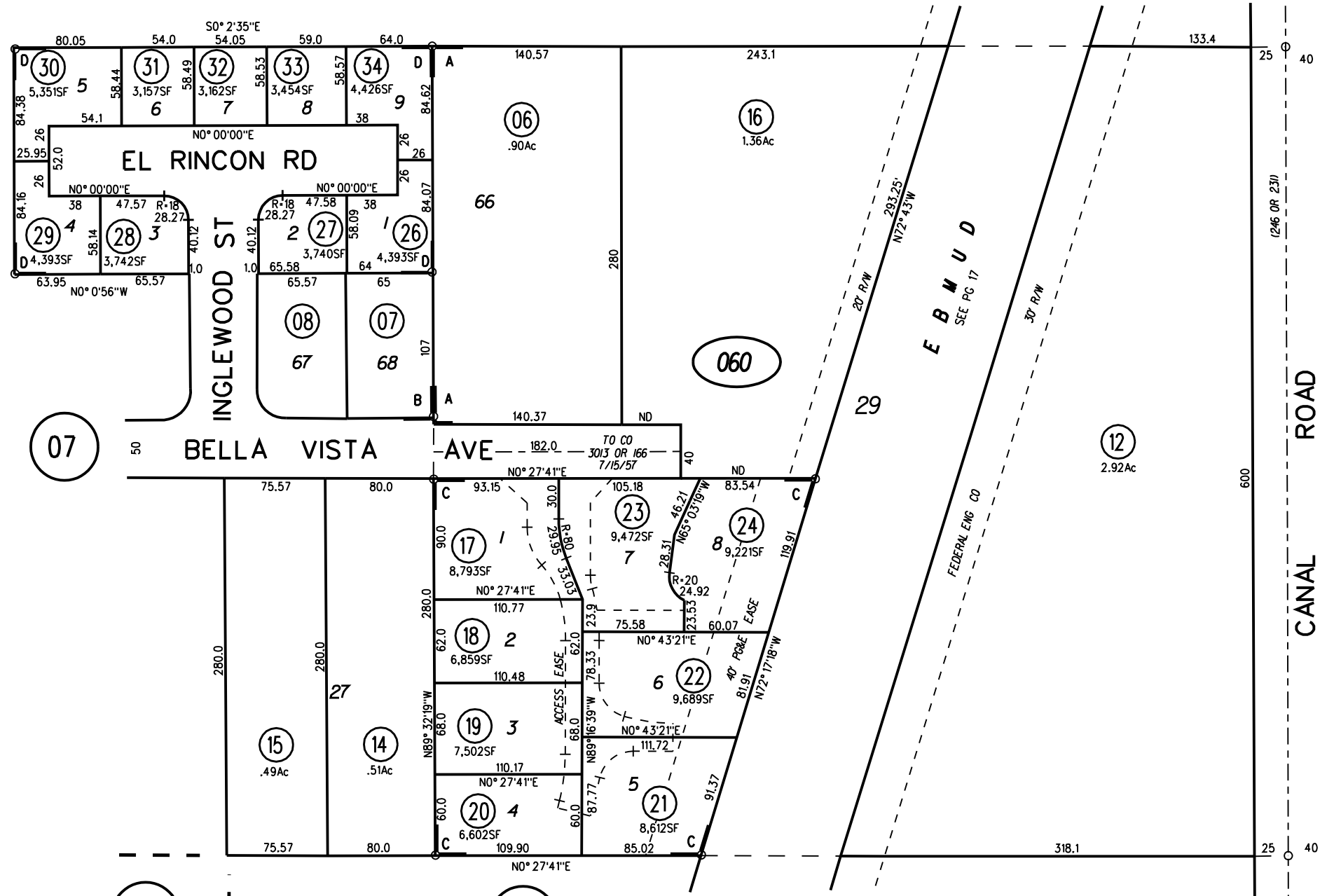
191 PM 1

10/13/04

- A- BELLA VISTA MB 18-450 6/3/1924
- B- AMENDED MAP OF BELLA VISTA MB 31-12 10/7/1946
- C- TRACT 8902 MB 499-23 11/29/2006
- D- TRACT 9189 MB 512-9 (BAY POINT HOMES) 8/10/2010



11



14

07

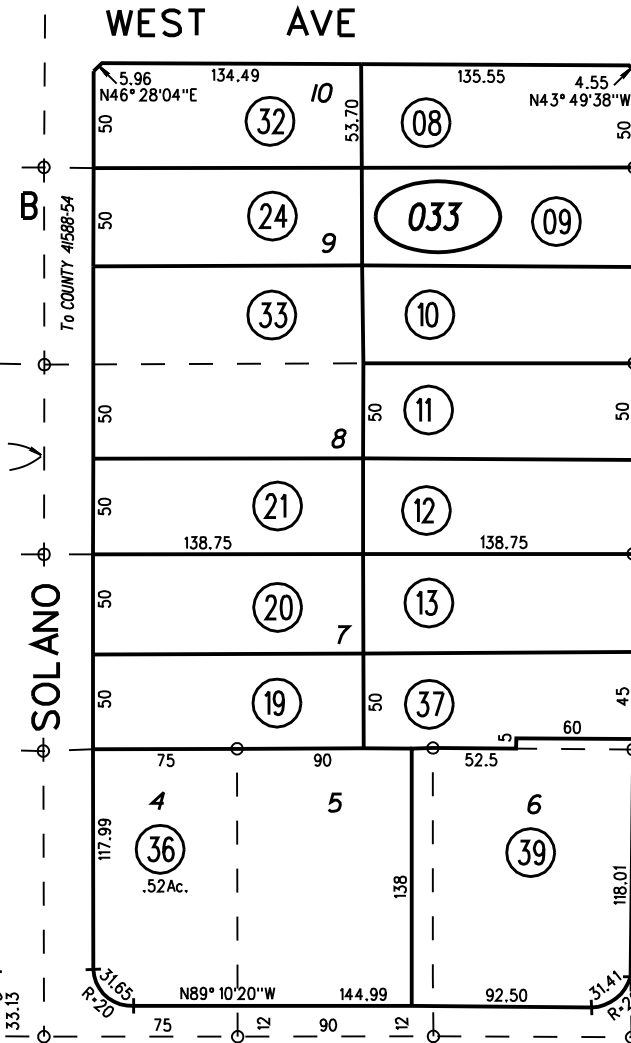
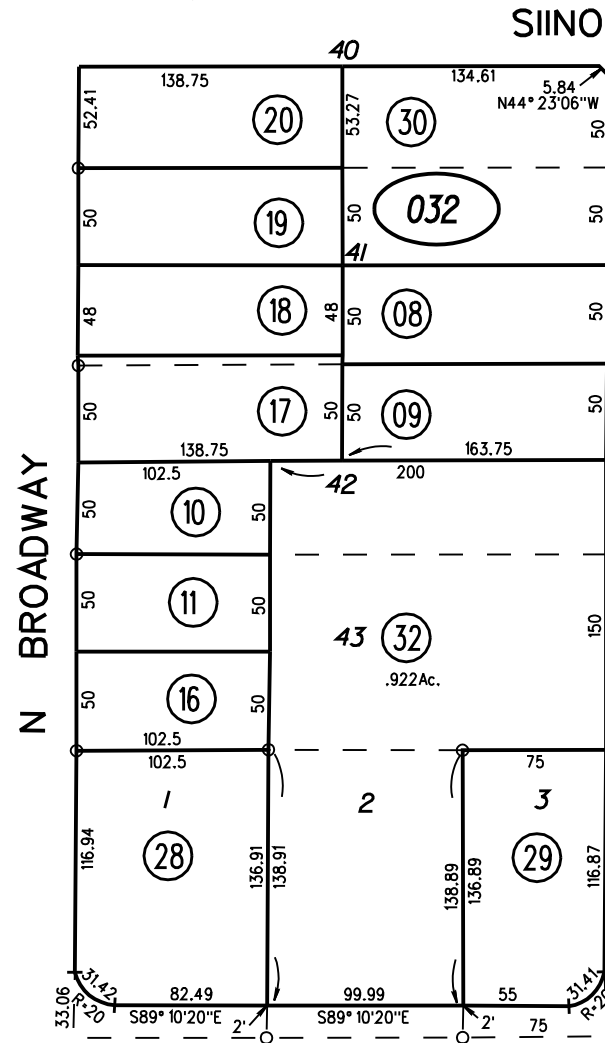
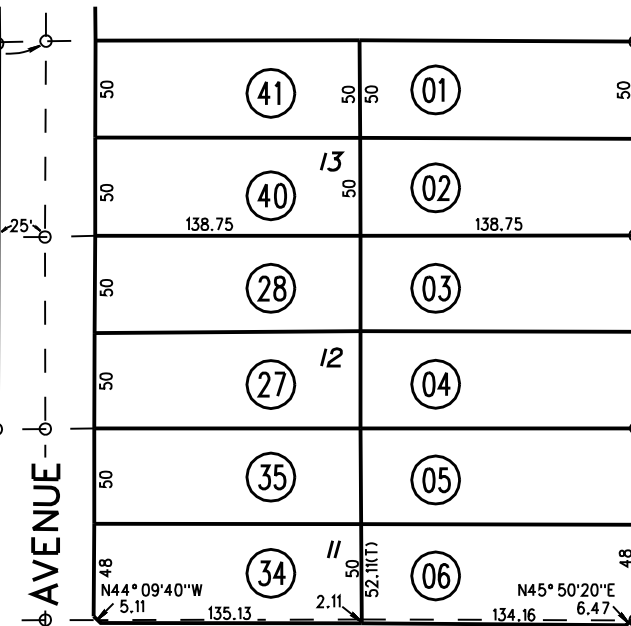
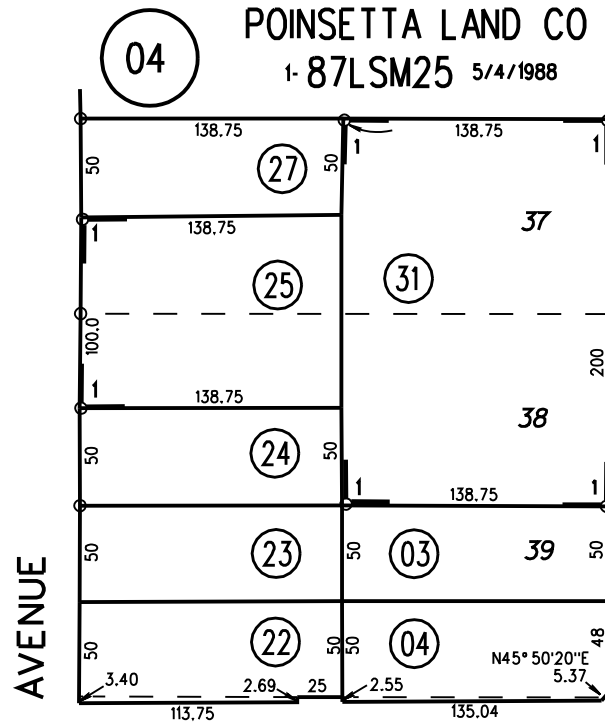
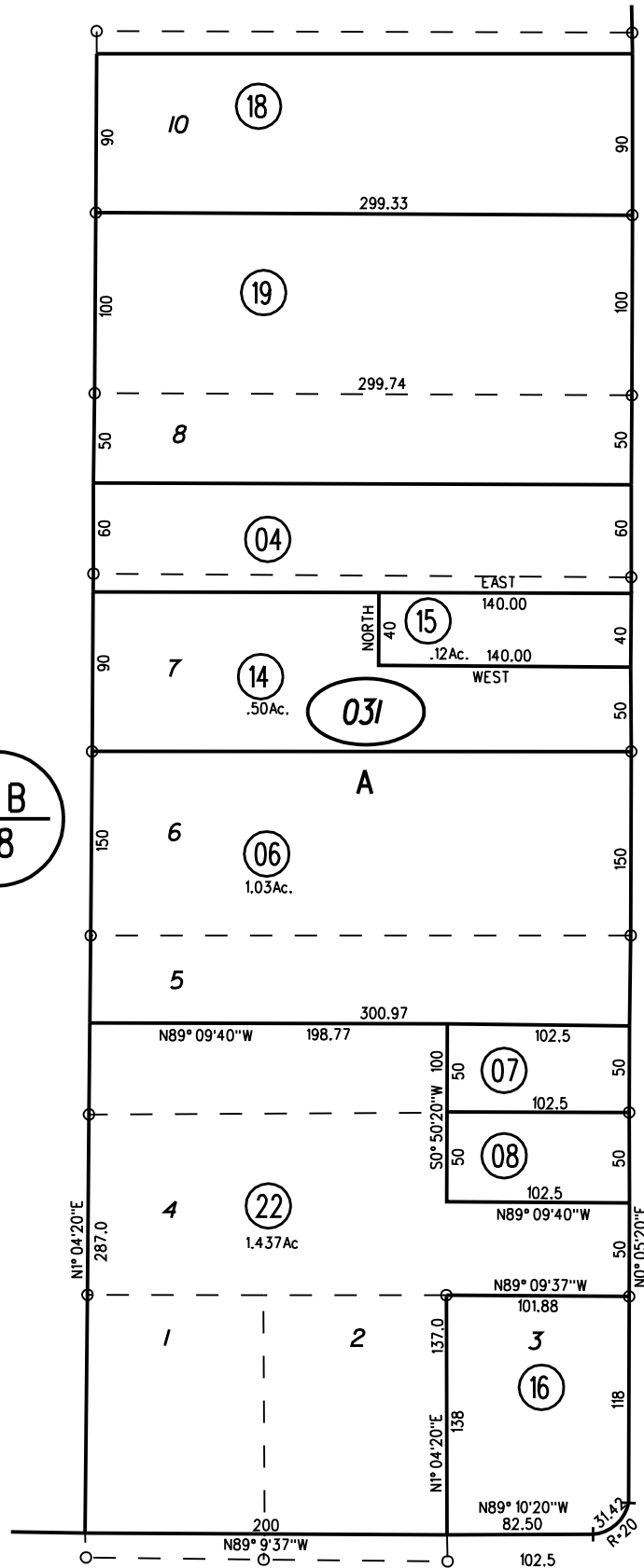
04

05

060

TR 9189 9/15/10

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

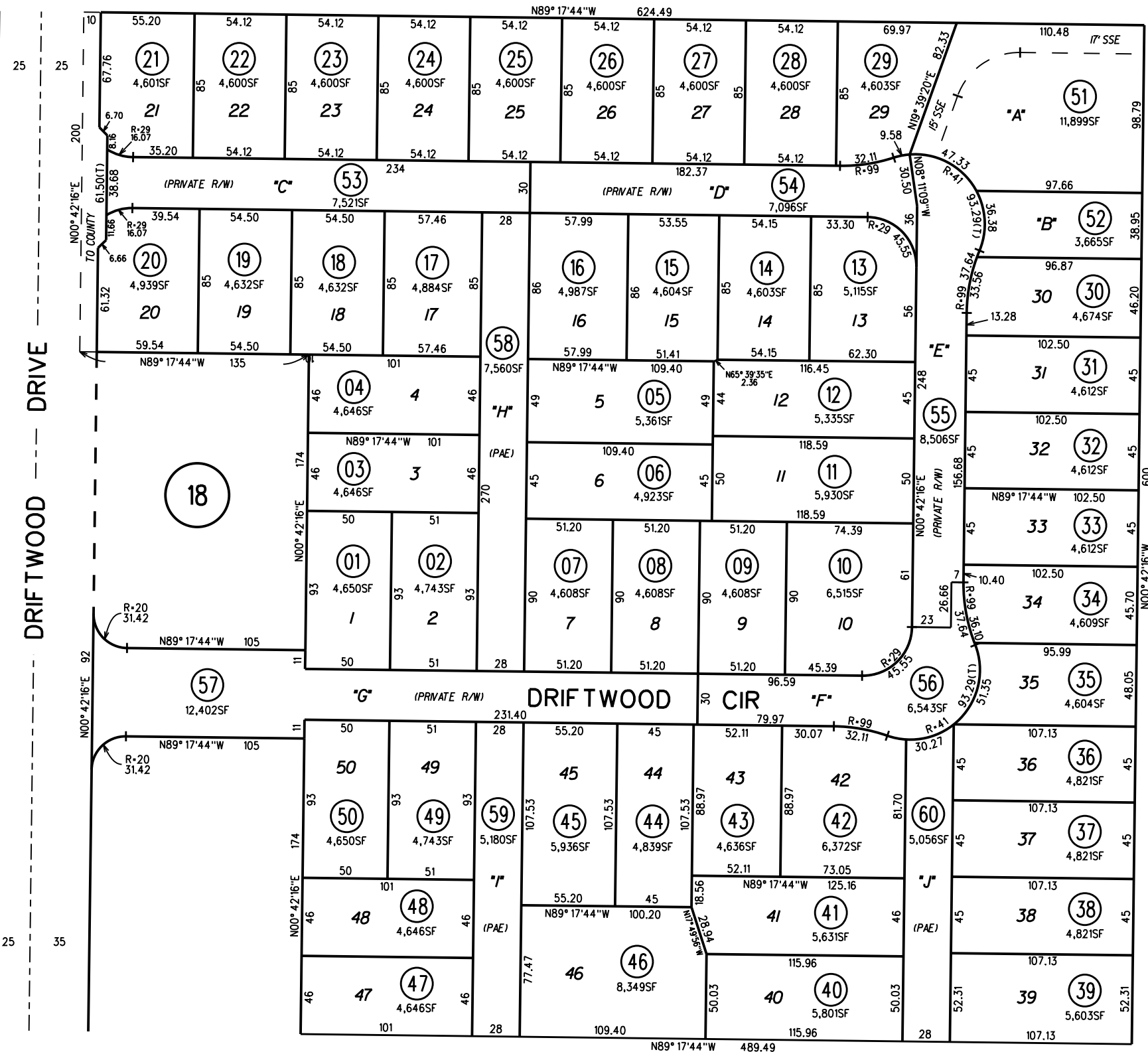


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

P B
95

- 031
- 032
- 033
- 22
- 1/18/11
- 6/7/05

13



BK
99

18

14

17

590

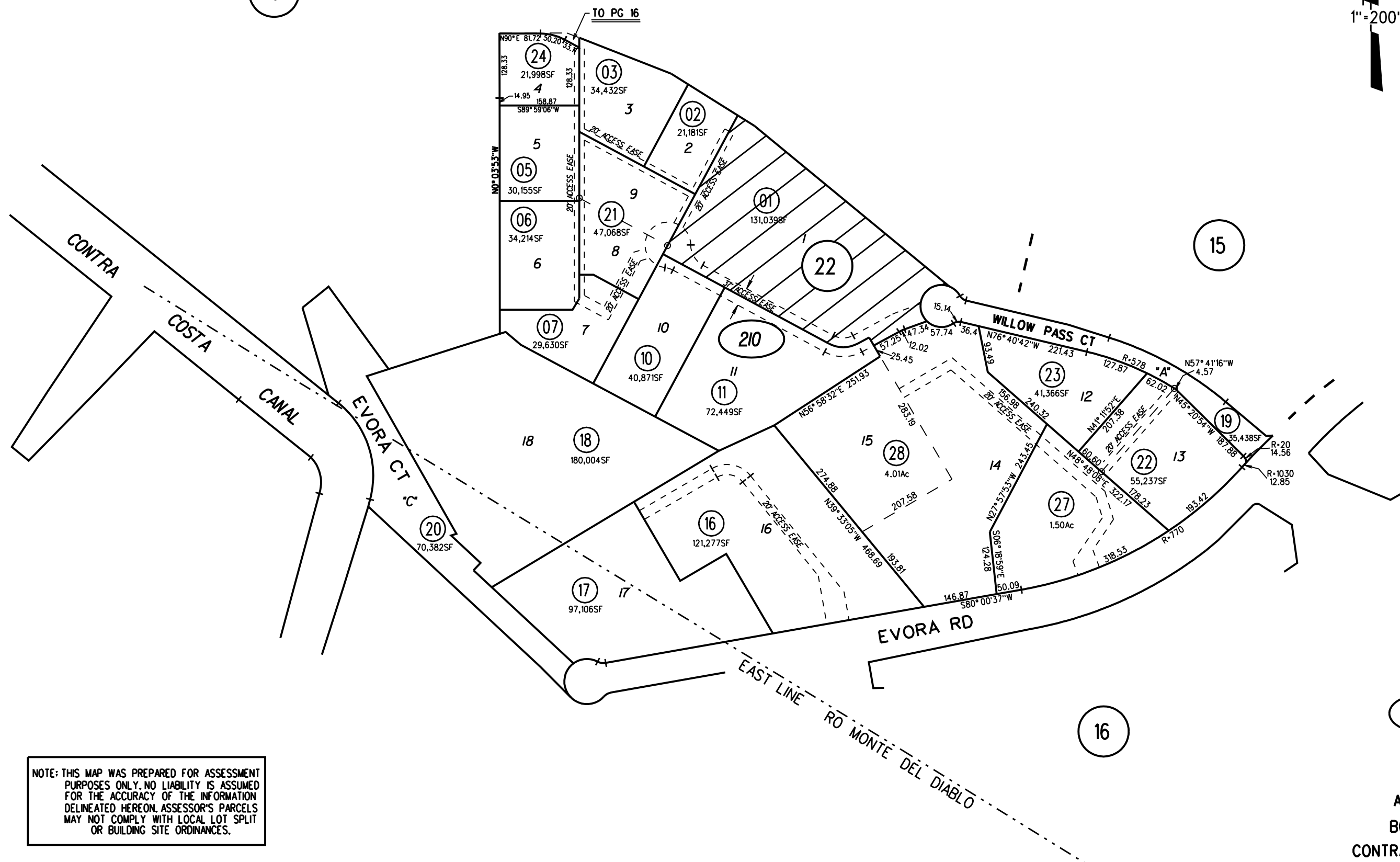
○

18

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

POR TRACT 8918 MB 497-6 (WILLOW PASS BUSINESS PARK) 10/23/06

16



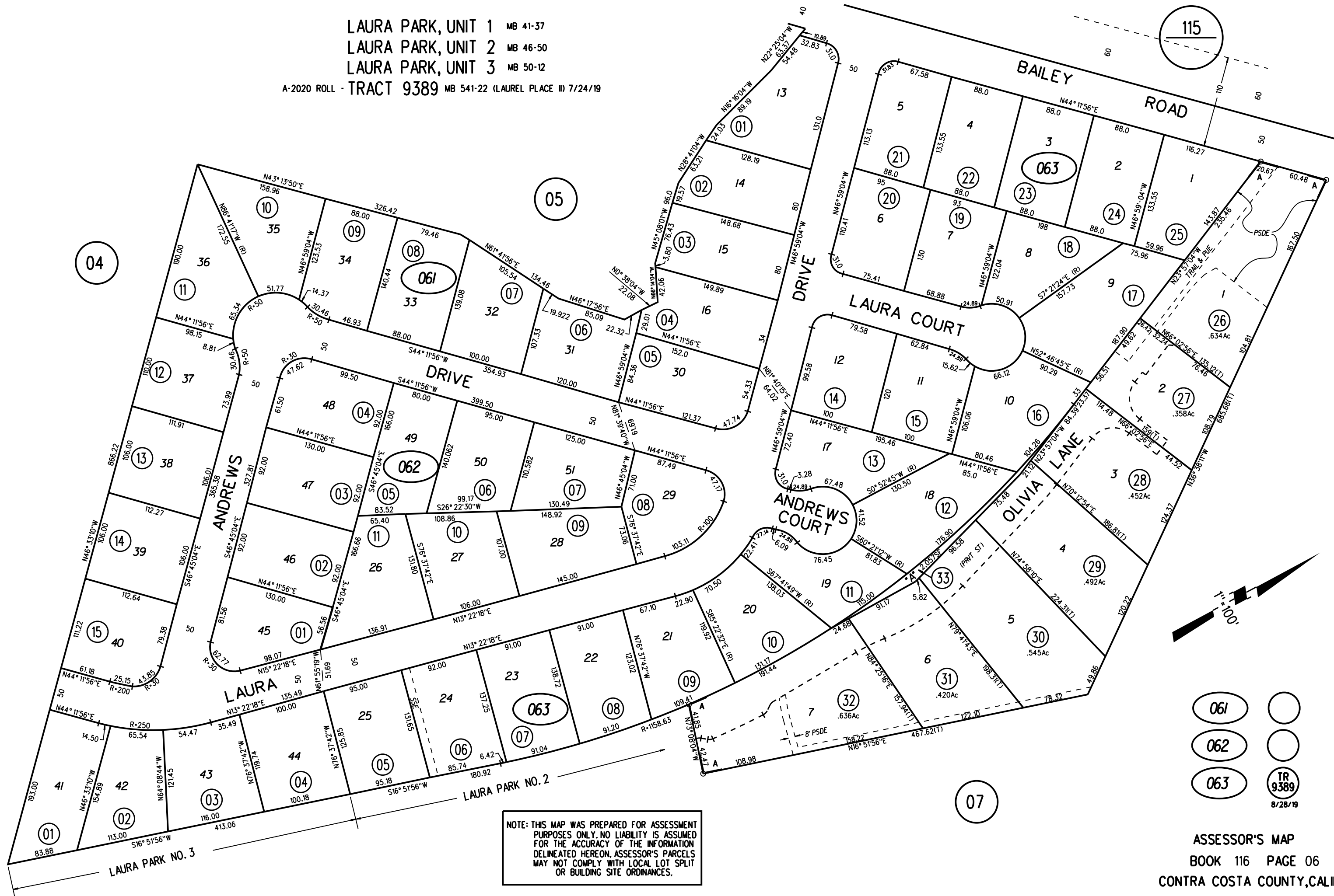
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

210 LLA 27.28 09/18/13

FM PG 16 4/5/07 MAB
ASSESSOR'S MAP
BOOK 99 PAGE 21
CONTRA COSTA COUNTY, CALIF.

LAURA PARK, UNIT 1 MB 41-37
 LAURA PARK, UNIT 2 MB 46-50
 LAURA PARK, UNIT 3 MB 50-12

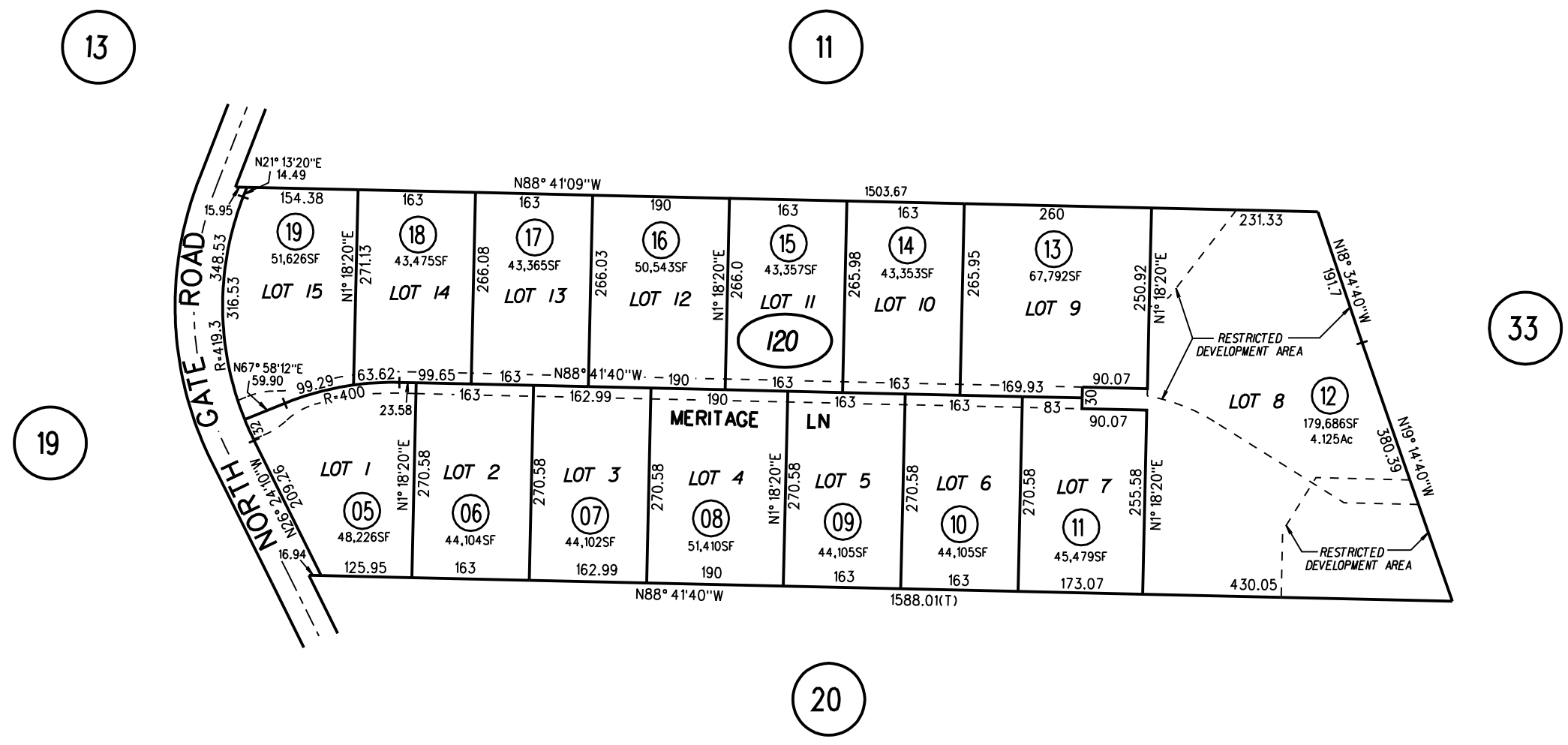
A-2020 ROLL - TRACT 9389 MB 541-22 (LAUREL PLACE II) 7/24/19



115

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.

- 061
- 062
- 063
- TR 9389
- 8/28/19

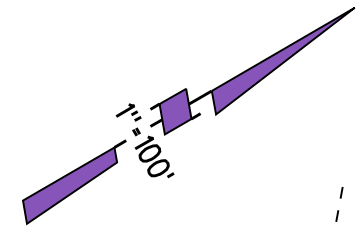


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

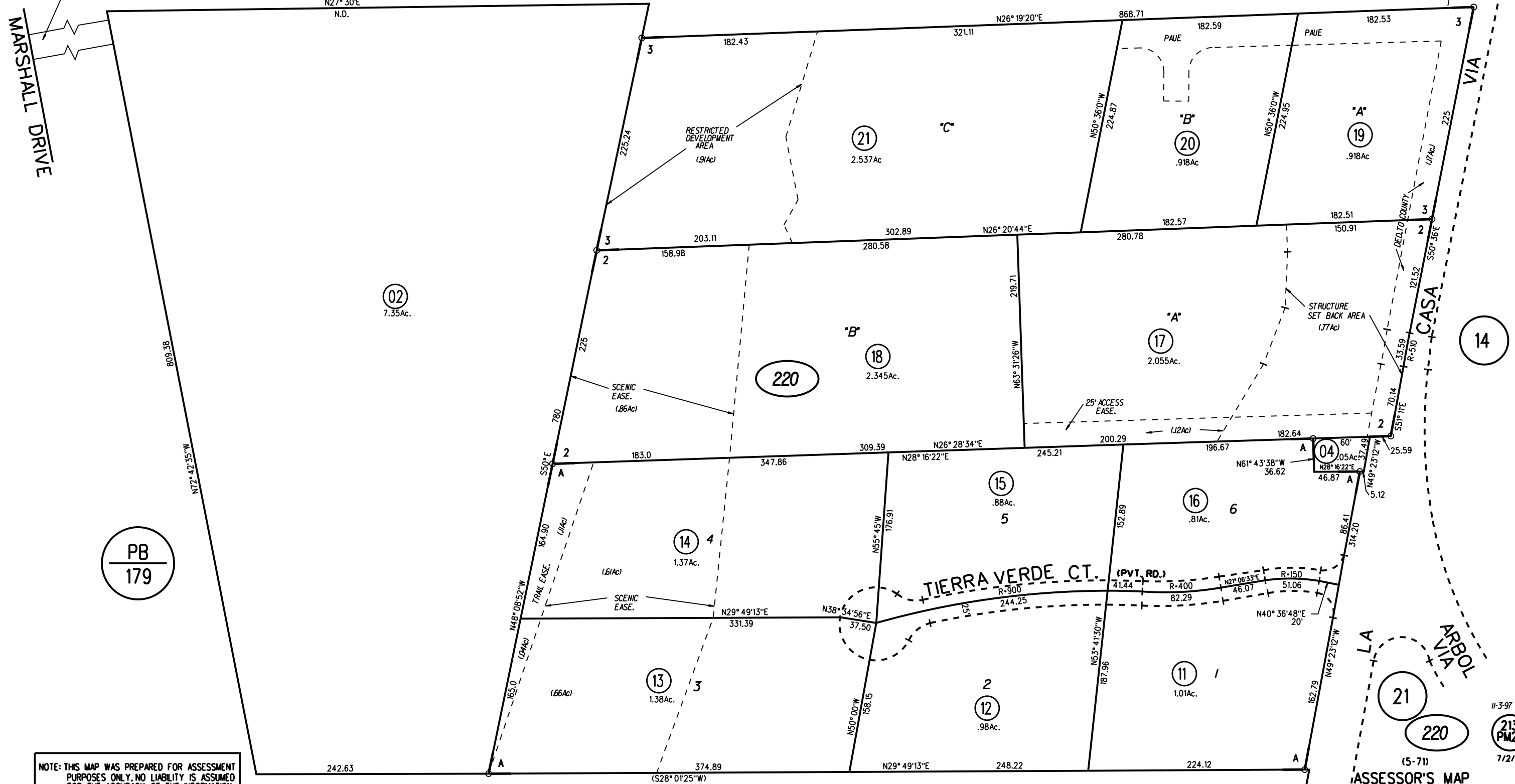
120 TR 8824 9/23/09

RO SAN MIGUEL
NO. 4 HILL LAND

1- 40 P.M. 24 10-1-75
1986 ROLL-A- TRACT 6544 M.B. 291-22
2- 172 P.M. 3 8-27-97
3- 213 P.M. 23 1-18-18



ACCESS OFF OF MARSHALL DRIVE
BK. 179 PG. 22 POR. LOT 2 TRACT 2079.



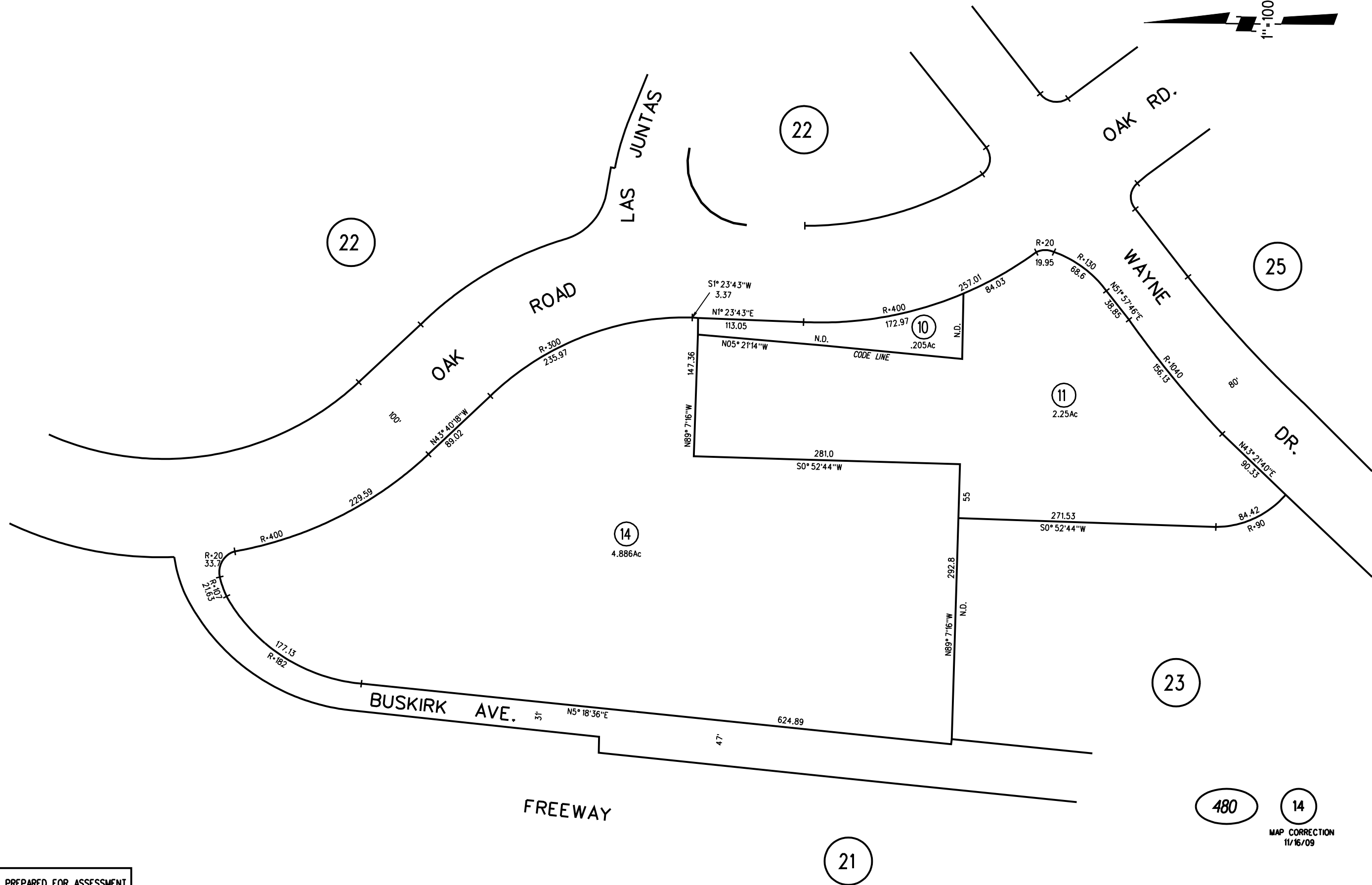
PB
179

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

ASSESSOR'S MAP
BOOK 140 PAGE 22
CONTRA COSTA COUNTY, CALIF.

11-3-97
213
PM23
7/2/18

PORS. TR2027 & TR2147, LAS JUNTAS ESTATES, RANCHO LAS JUNTAS



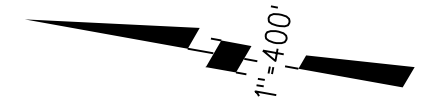
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

480 14
MAP CORRECTION
11/16/09

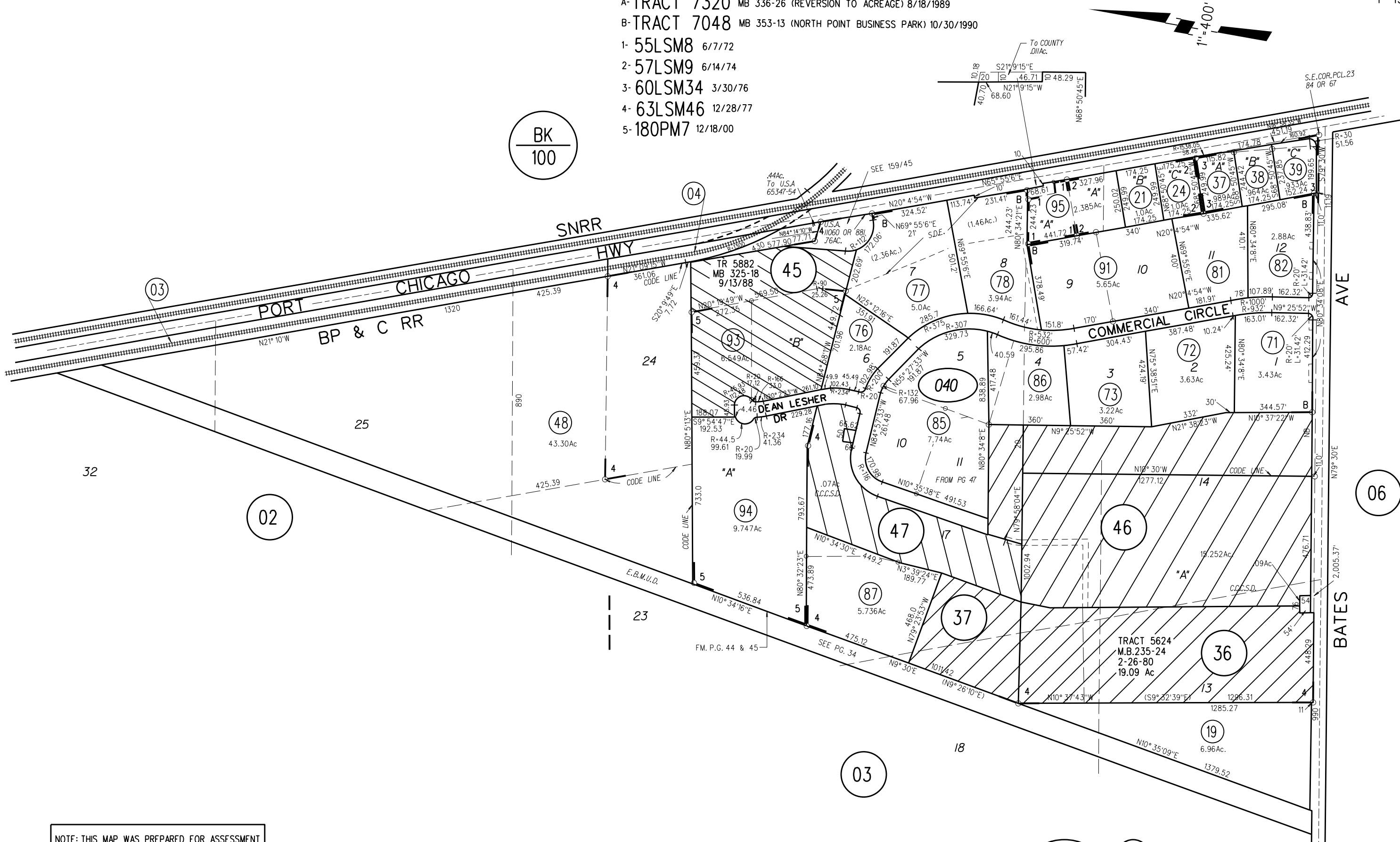
GOVERNMENT RANCH BK D-87 11/8/1884

- A- TRACT 7320 MB 336-26 (REVERSION TO ACREAGE) 8/18/1989
- B- TRACT 7048 MB 353-13 (NORTH POINT BUSINESS PARK) 10/30/1990
- 1- 55LSM8 6/7/72
- 2- 57LSM9 6/14/74
- 3- 60LSM34 3/30/76
- 4- 63LSM46 12/28/77
- 5- 180PM7 12/18/00

E-15
F-15



BK
100



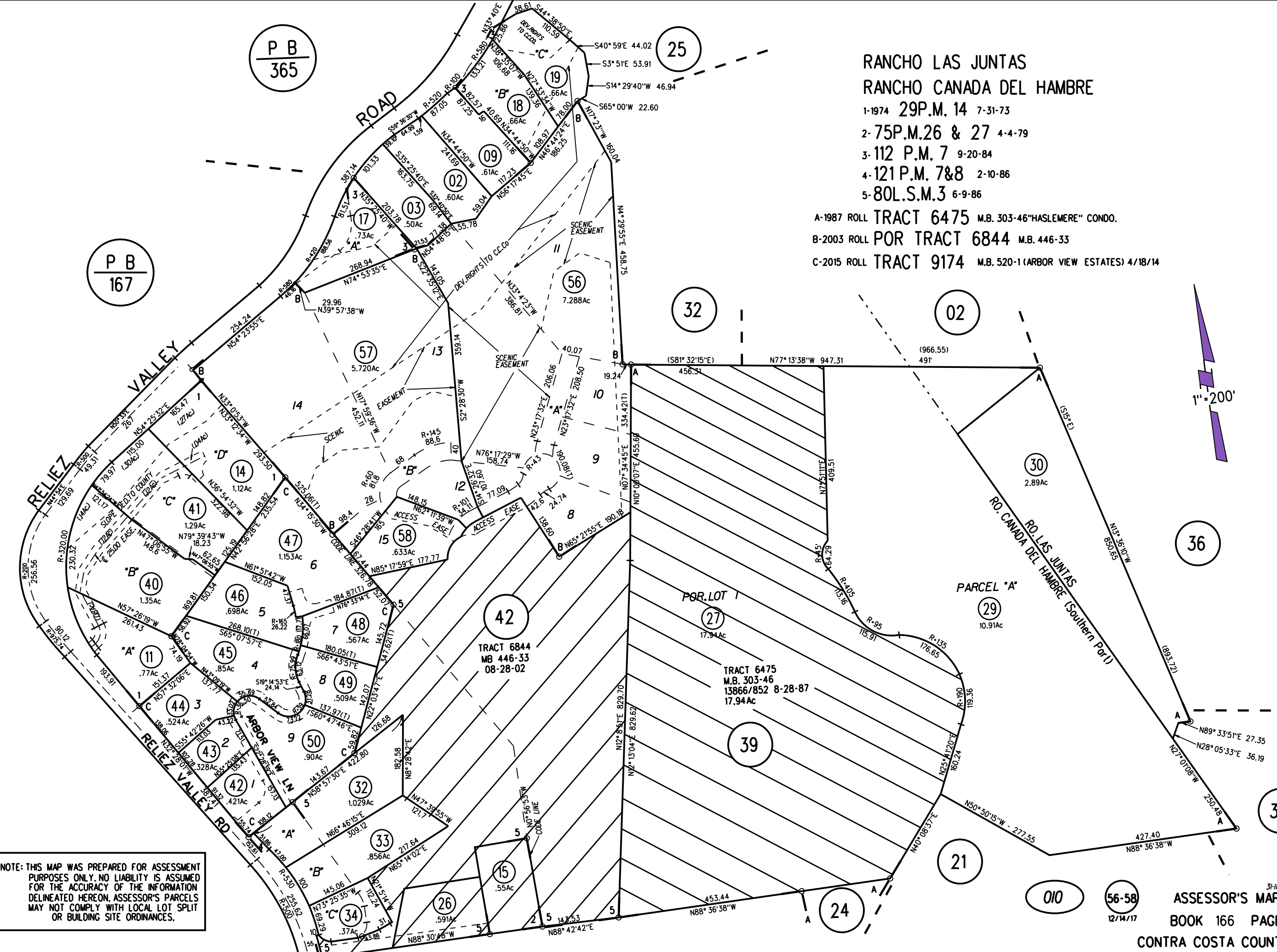
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

040 95
07/28/14

**RANCHO LAS JUNTAS
RANCHO CANADA DEL HAMBRE**

- 1-1974 29P.M. 14 7-31-73
- 2-75P.M.26 & 27 4-4-79
- 3-112 P.M. 7 9-20-84
- 4-121 P.M. 7&8 2-10-86
- 5-80L.S.M.3 6-9-86

A-1987 ROLL TRACT 6475 M.B. 303-46"HASLEMERE" CONDO.
 B-2003 ROLL POR TRACT 6844 M.B. 446-33
 C-2015 ROLL TRACT 9174 M.B. 520-1 (ARBOR VIEW ESTATES) 4/18/14



P B
167

P B
365

25

32

02

36

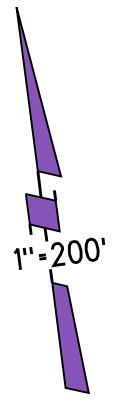
34

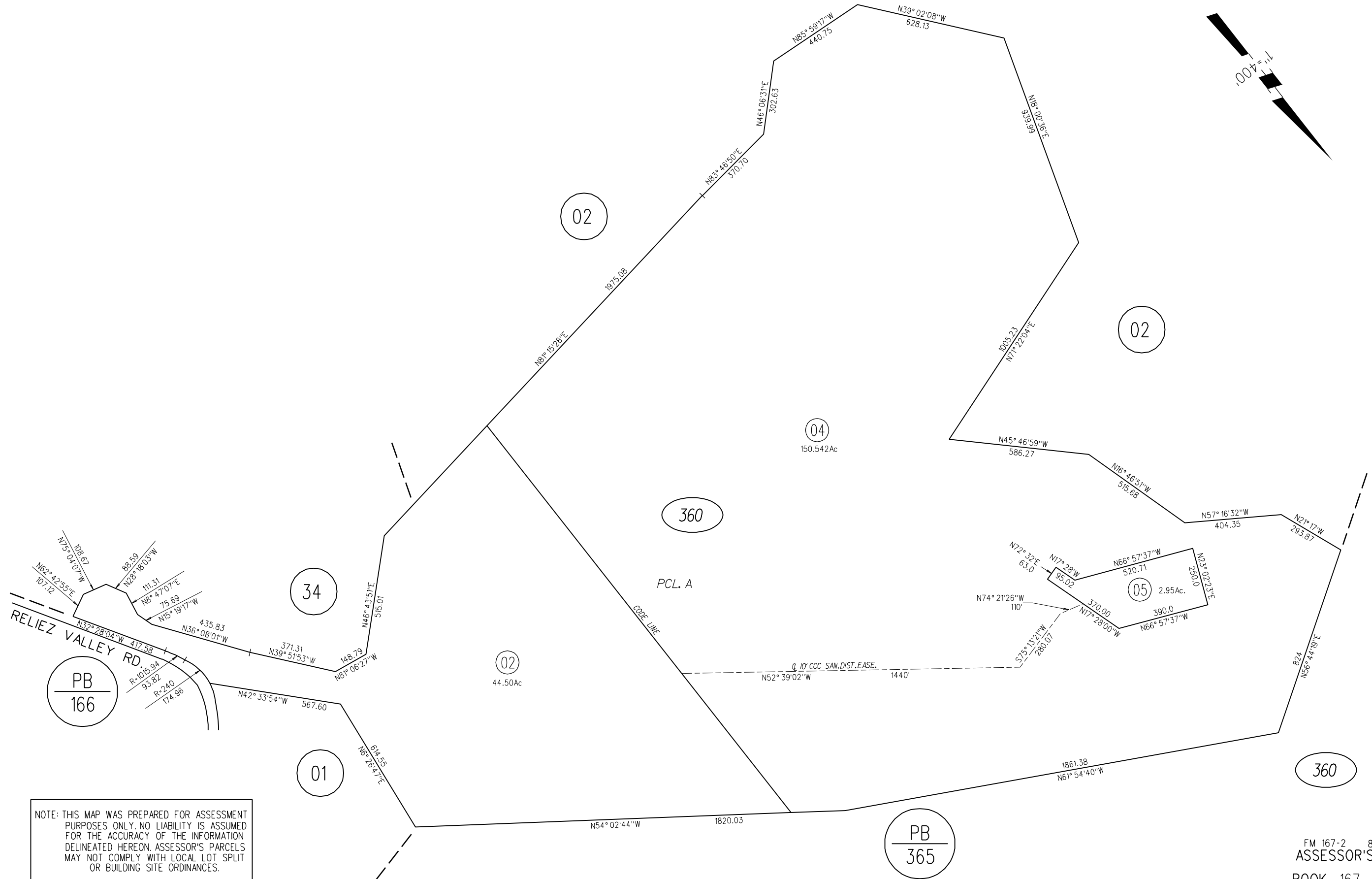
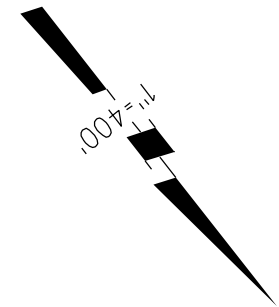
010

56-58
12/14/17

ASSESSOR'S MAP
BOOK 166 PAGE 01
CONTRA COSTA COUNTY, CALIF.

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

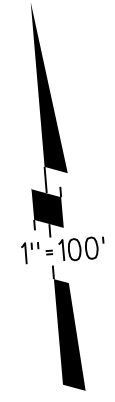




NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

REUSCHE RANCH SUB'N

MB 8-187 10/15/1915



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13

18

ROAD

SHULGIN

ROAD (PVT)

23

24

07
10.68Ac

150

20

CERTIFICATE OF COMPLIANCE
LOTS 23&25 = 1 PCL
2009-0225660
9/23/09

25

08
1.15Ac

21

09
5.63Ac

HILL

PLEASANT

14

TO COUNTY 3794 OR 145 1-30-61

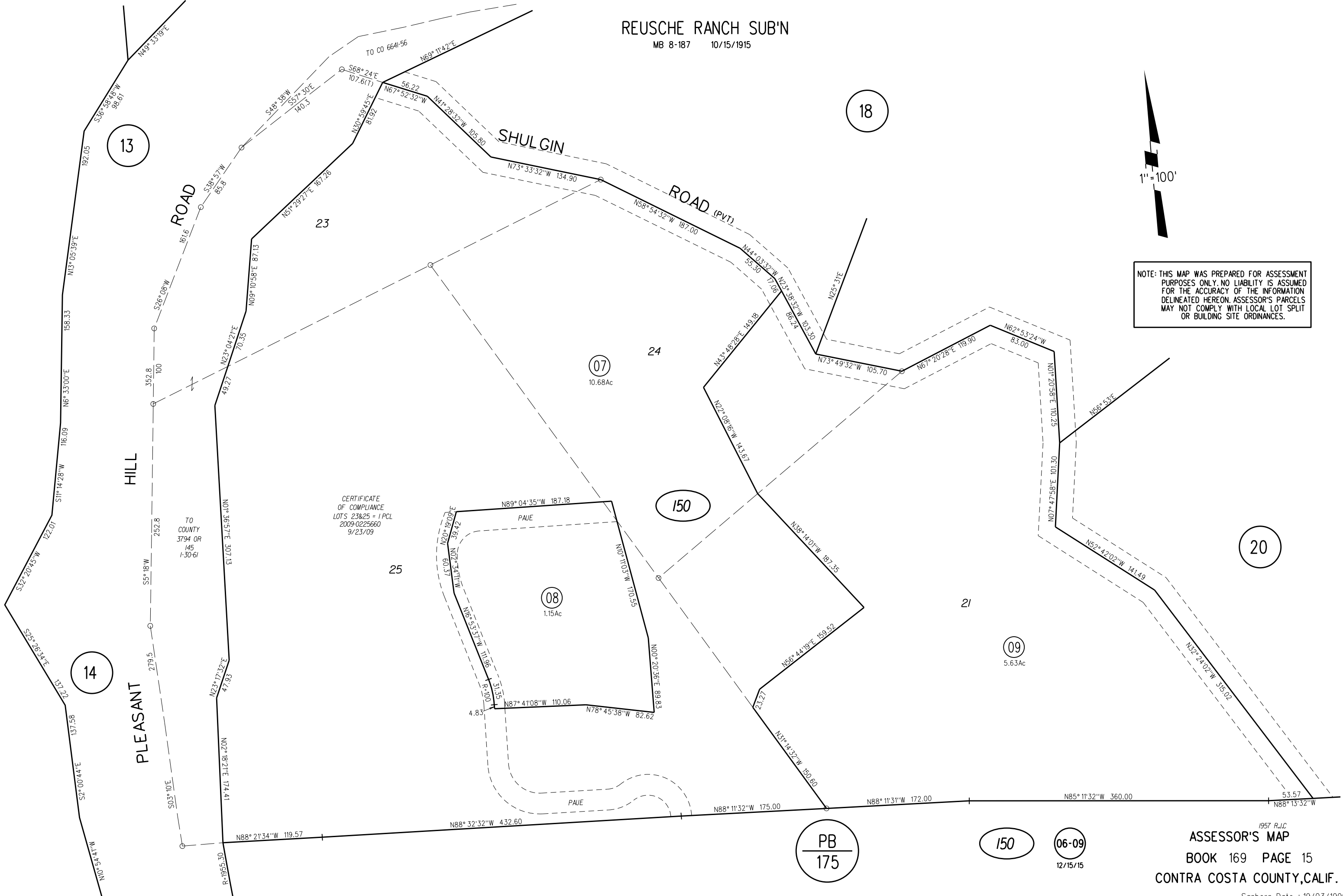
PB
175

150

06-09
12/15/15

1957 R.J.C.
ASSESSOR'S MAP
BOOK 169 PAGE 15
CONTRA COSTA COUNTY, CALIF.

Sanborn Date : 19/03/1999

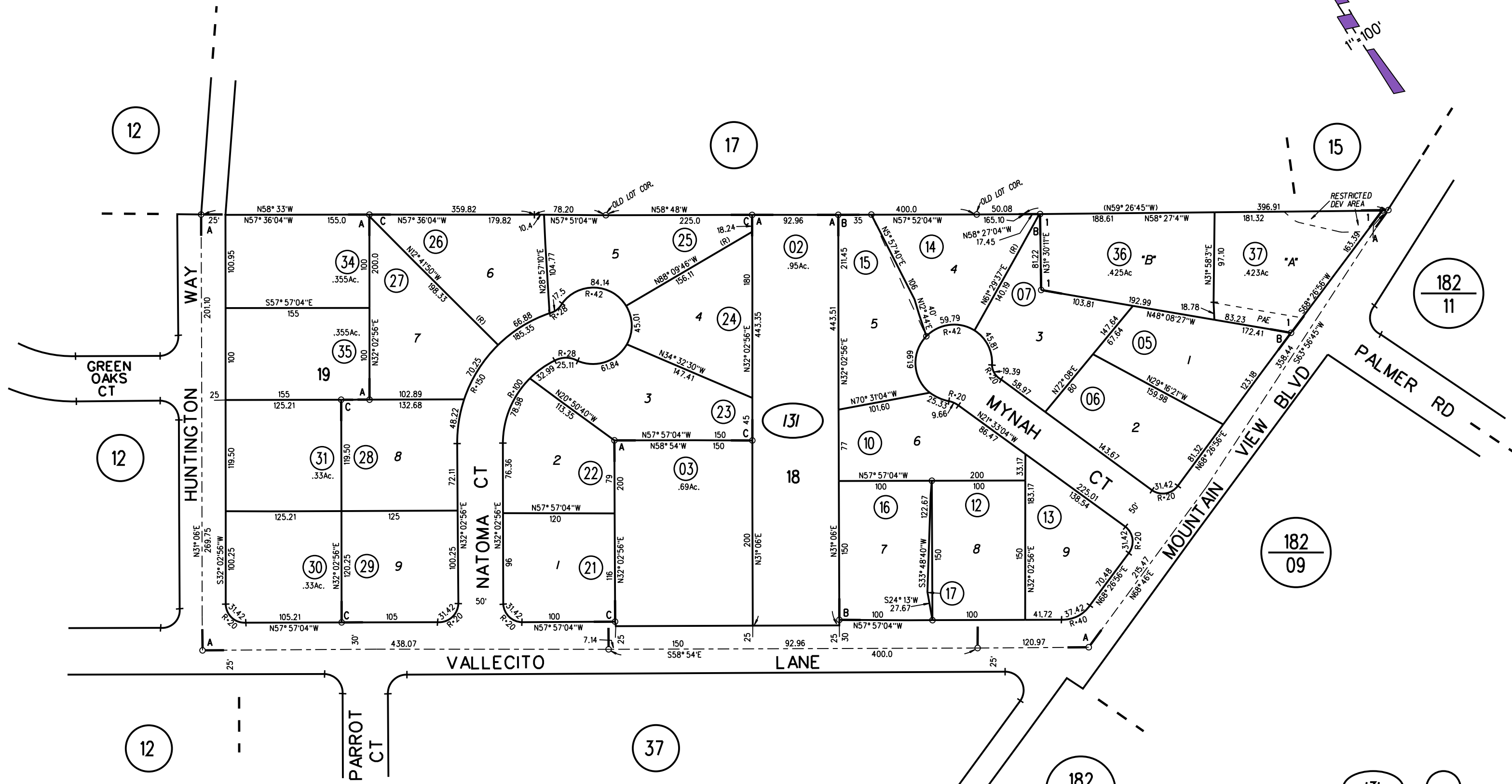
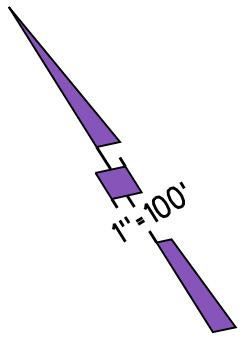


A- NORRIS ADD'N TO WALNUT HEIGHTS M.B. 7-174

1- 212PM7 1-5-17

B- TRACT 2621 (POLLY ACRES) M.B. 70-13

C- TRACT 3121 M.B.93-46



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

131 36.37
7/25/17

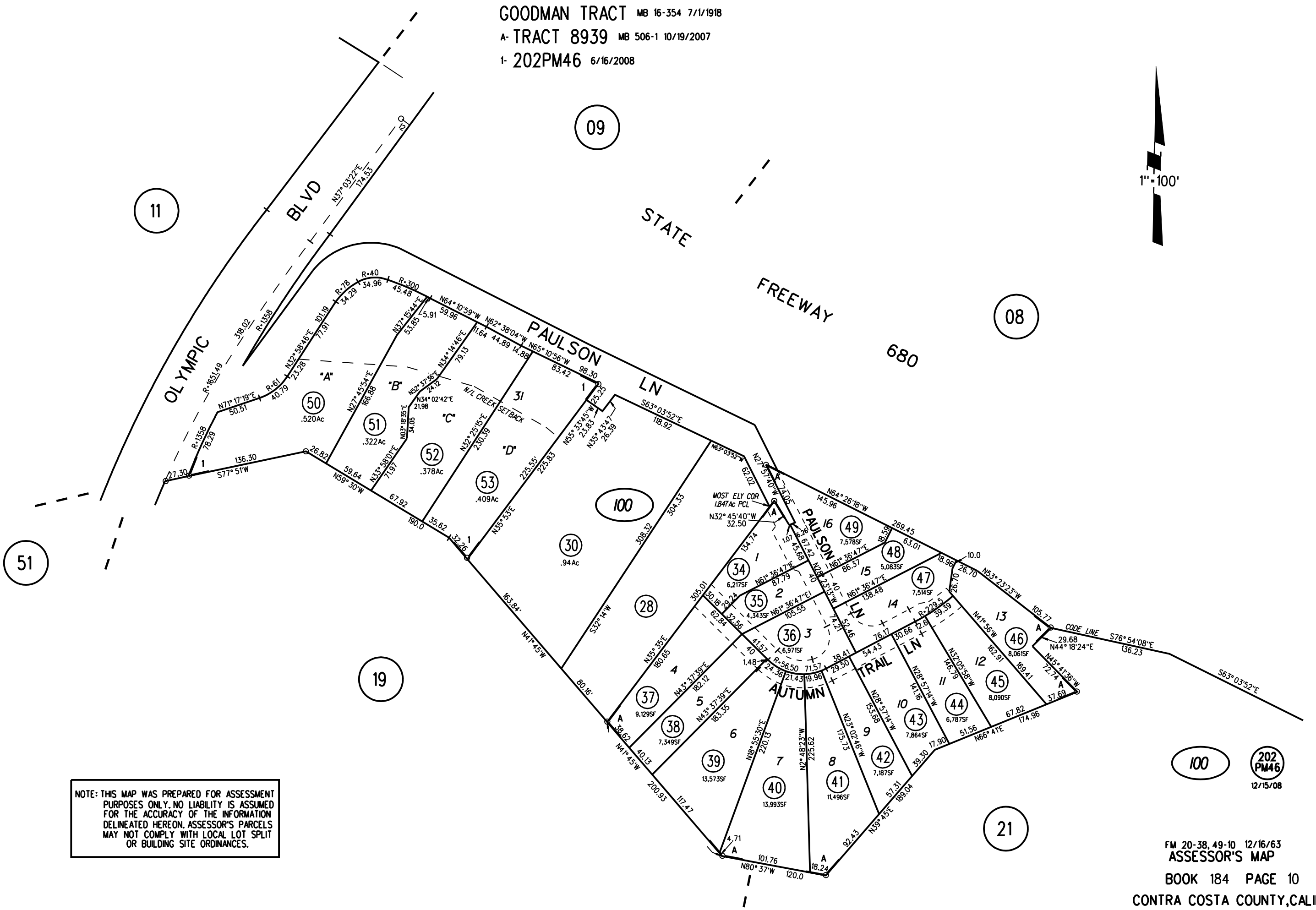
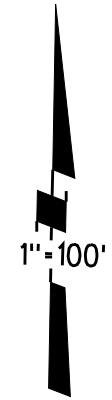
3-31-77 E.F.H.
ASSESSOR'S MAP
BOOK 180 PAGE 13
CONTRA COSTA COUNTY, CALIF.

Sanborn Date : 26/03/1999

GOODMAN TRACT MB 16-354 7/1/1918

A- TRACT 8939 MB 506-1 10/19/2007

1- 202PM46 6/16/2008



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

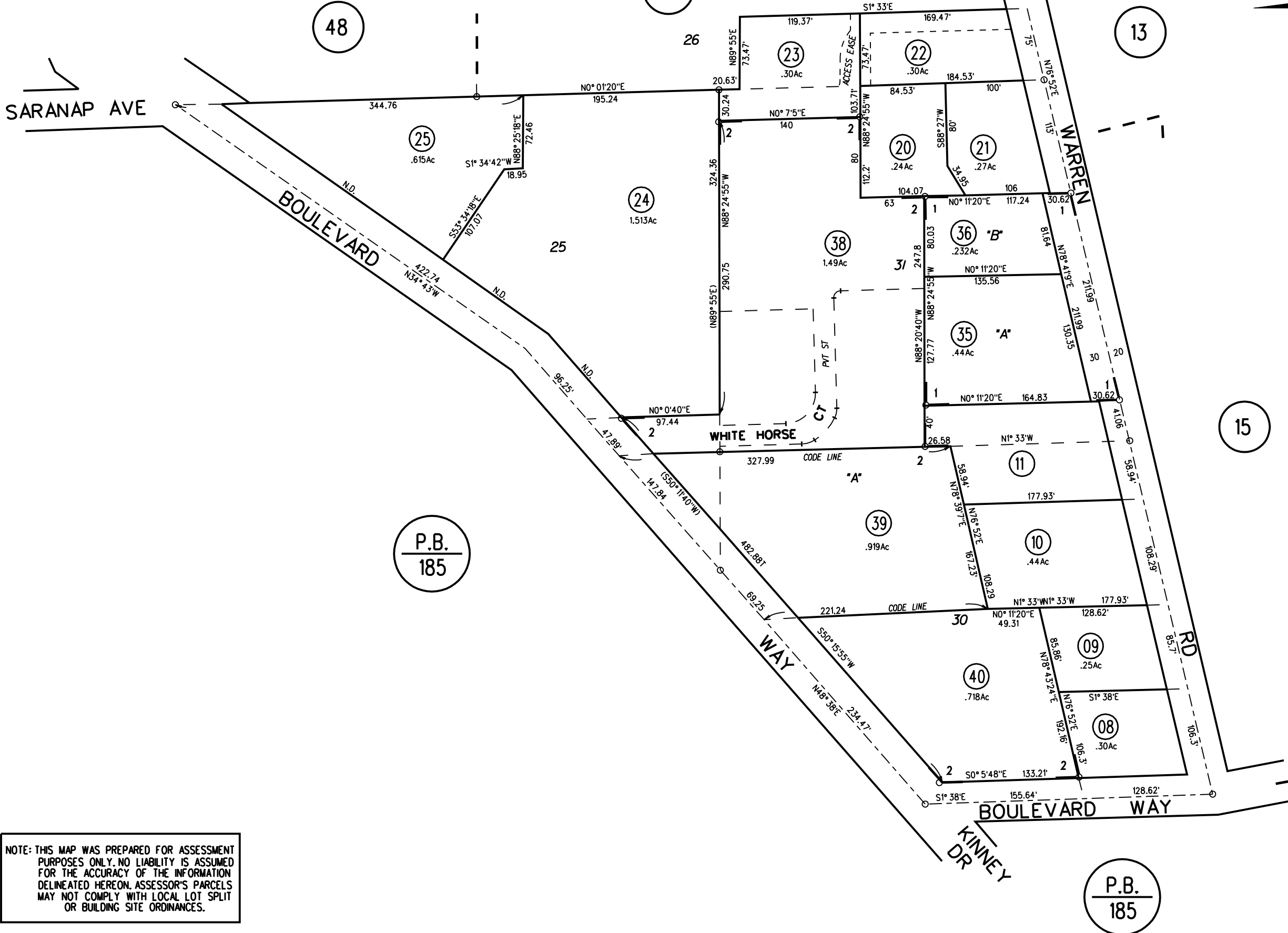
100 202 PM46 12/15/08

FM 20-38, 49-10 12/16/63
ASSESSOR'S MAP
BOOK 184 PAGE 10
CONTRA COSTA COUNTY, CALIF.

FLORALAND TRACT MB 10-241

1- 193PM4 4/26/05

2- 207PM26 5/30/12

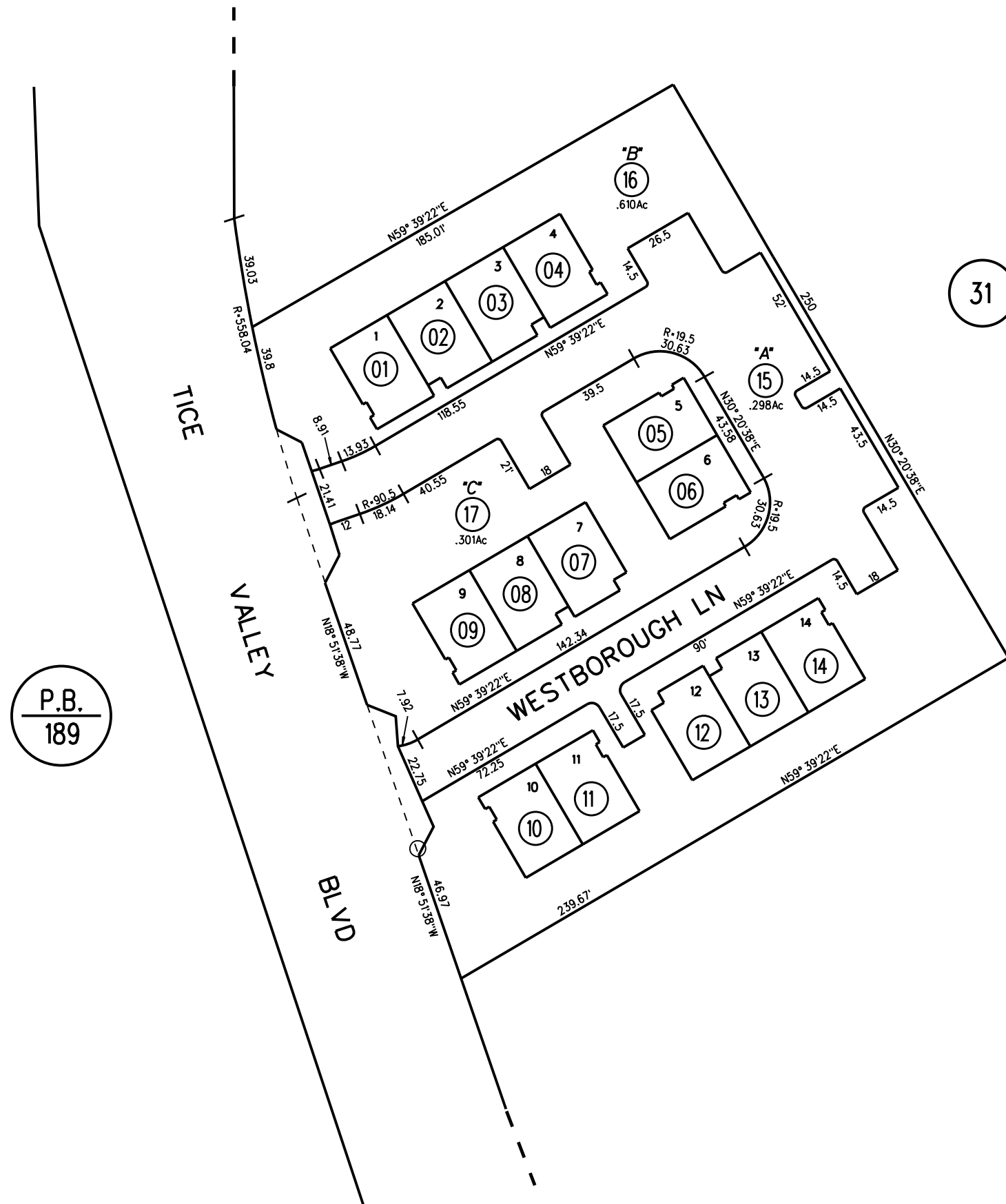


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

450 (207 PM26) 9/20/12

P.B. 185

FM 49-20.21 1-31-64
ASSESSOR'S MAP
BOOK 184 PAGE 45
CONTRA COSTA COUNTY, CALIF.

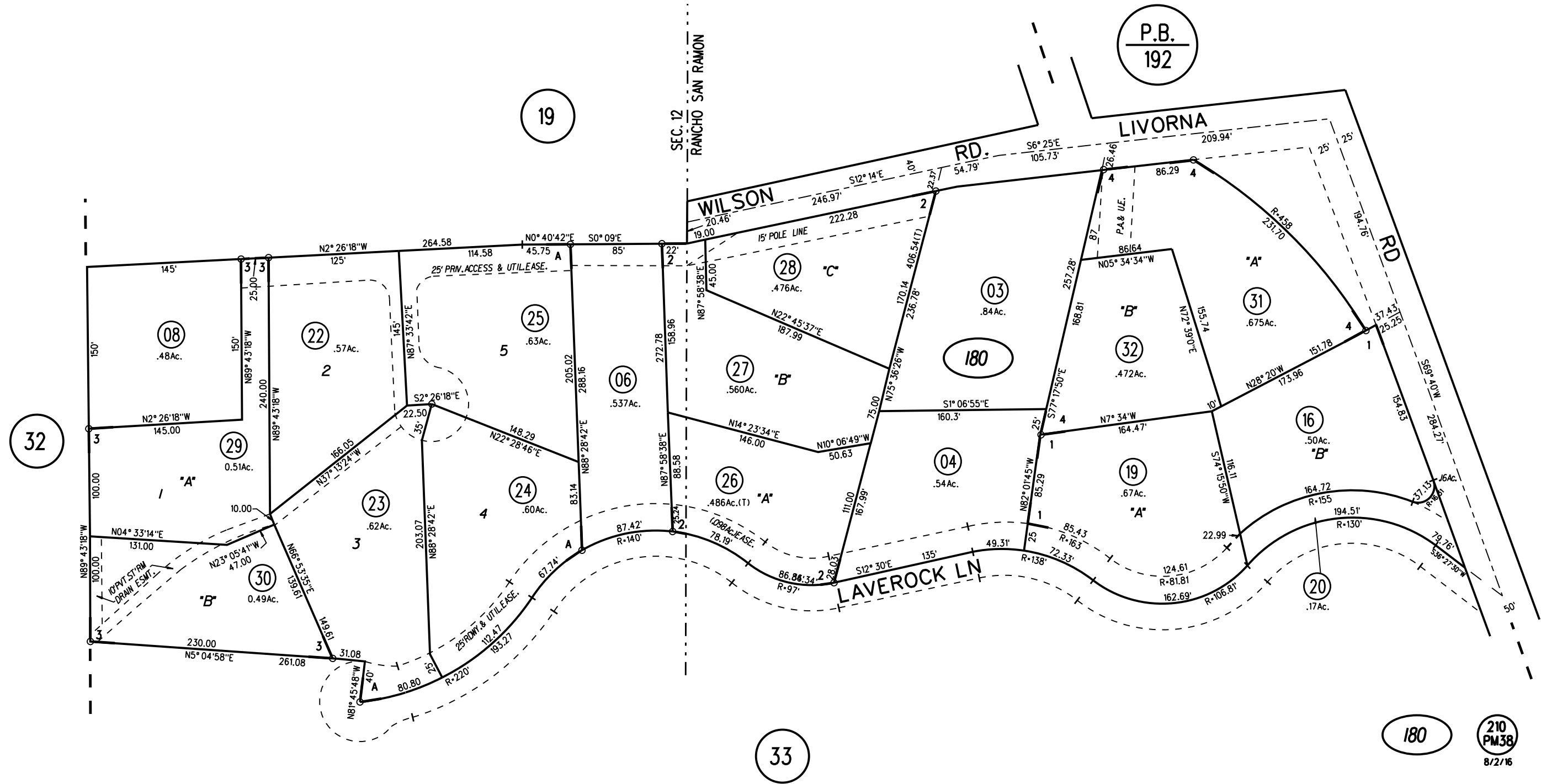
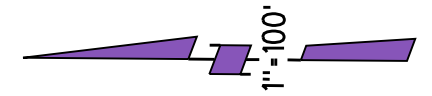


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

590

RANCHO SAN RAMON
 N. 1/2 SEC. 12 T. 1S., R. 2W., M.D.B. & M.

- 1- RECORD OF SURVEY 34 L.S.M. 45 6-2-65
 A-1988 ROLL- TRACT 6859 M.B. 316-30
 2- 133 P.M. 17 5-11-88
 3- 159 P.M. 38 9-18-92
 4- 210 P.M. 38 2-16-16



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

210 PM38
 8/2/16

SEC 6 & 7 T1S R1W MDB&M

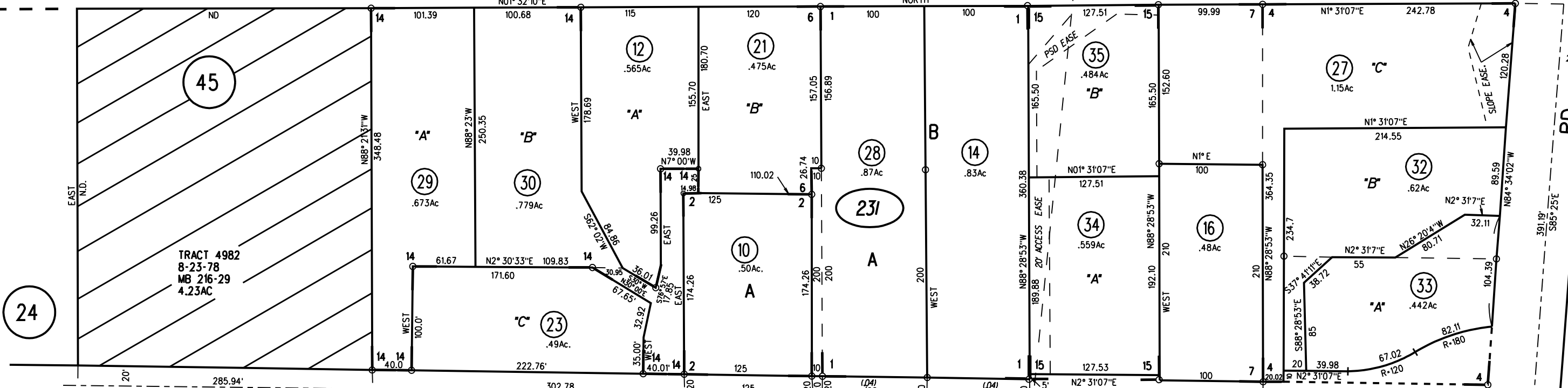
- 2- 39LSM28 1/9/1966
- 3- 5PM42 10/1/1968
- 4- 6PM27 12/12/1968
- 6- 3PM22 4/22/1968
- 7- 5PM21 9/11/1968
- 8- 18PM2 8/25/1971

- 9- 44LSM30 8/25/19
- 10- 32PM10 1/25/1974
- 11- 48PM43 10/1/1976
- 12- 59PM3 10/28/1977

- 13- 83PM37 1/8/1980
- 14- 115PM34 4/30/1985
- 15- 205PM48 12/23/2010



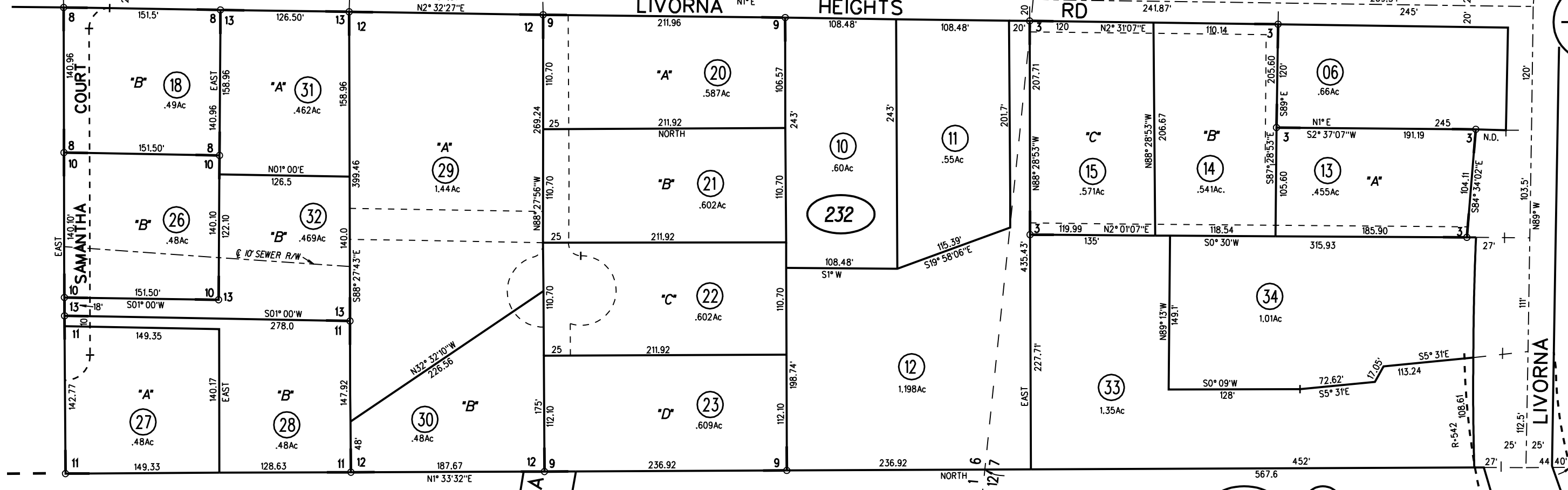
25



24

PB 192

LIVORNA HEIGHTS RD



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

30

29

231
232

205 PM48
1/31/11

ASSESSOR'S MAP
BOOK 187 PAGE 23
CONTRA COSTA COUNTY, CALIF.

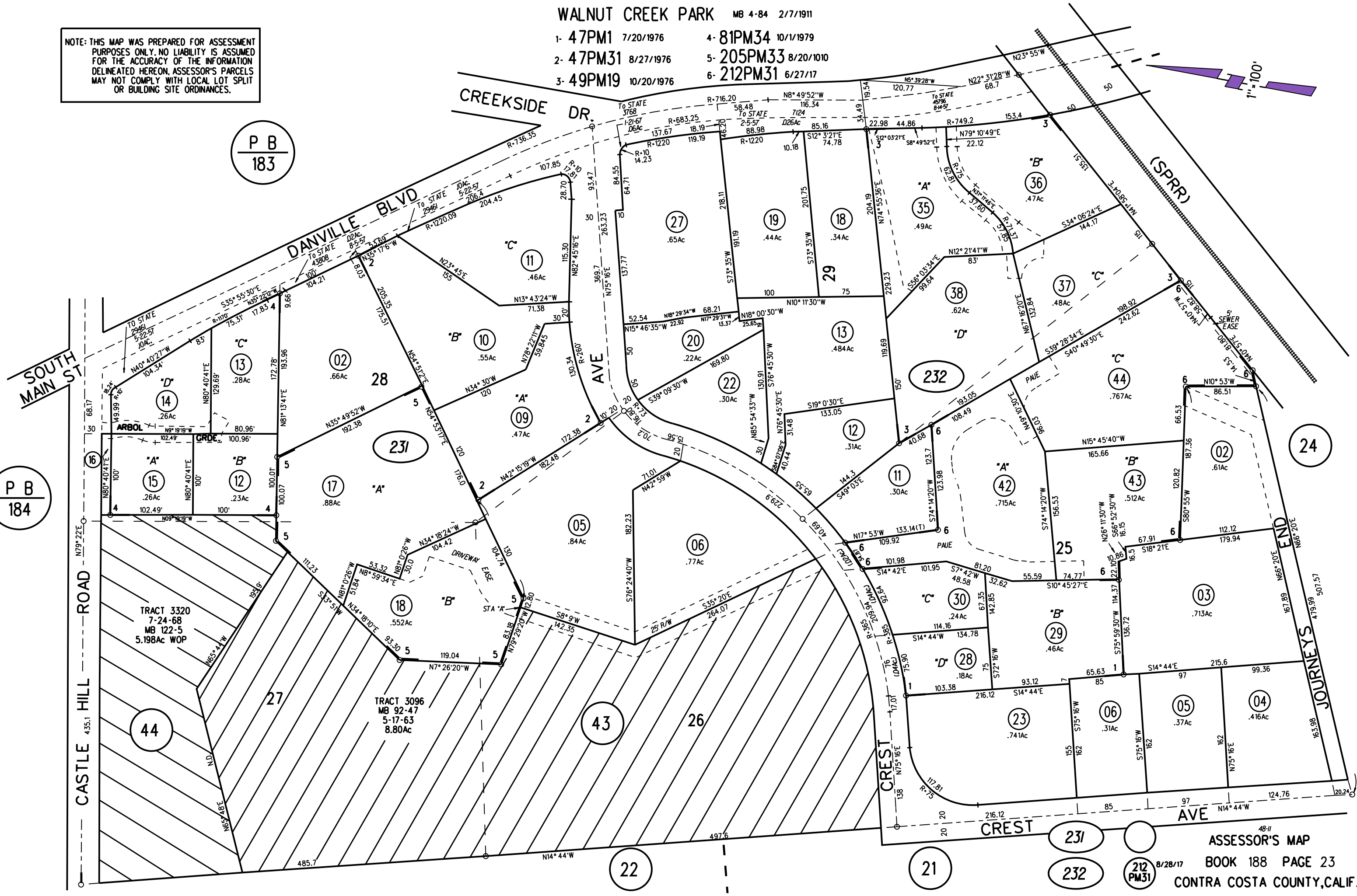
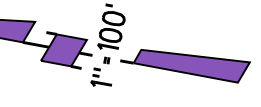
WALNUT CREEK PARK MB 4-84 2/7/1911

- 1- 47PM1 7/20/1976
- 2- 47PM31 8/27/1976
- 3- 49PM19 10/20/1976
- 4- 81PM34 10/1/1979
- 5- 205PM33 8/20/1010
- 6- 212PM31 6/27/17

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

P B
183

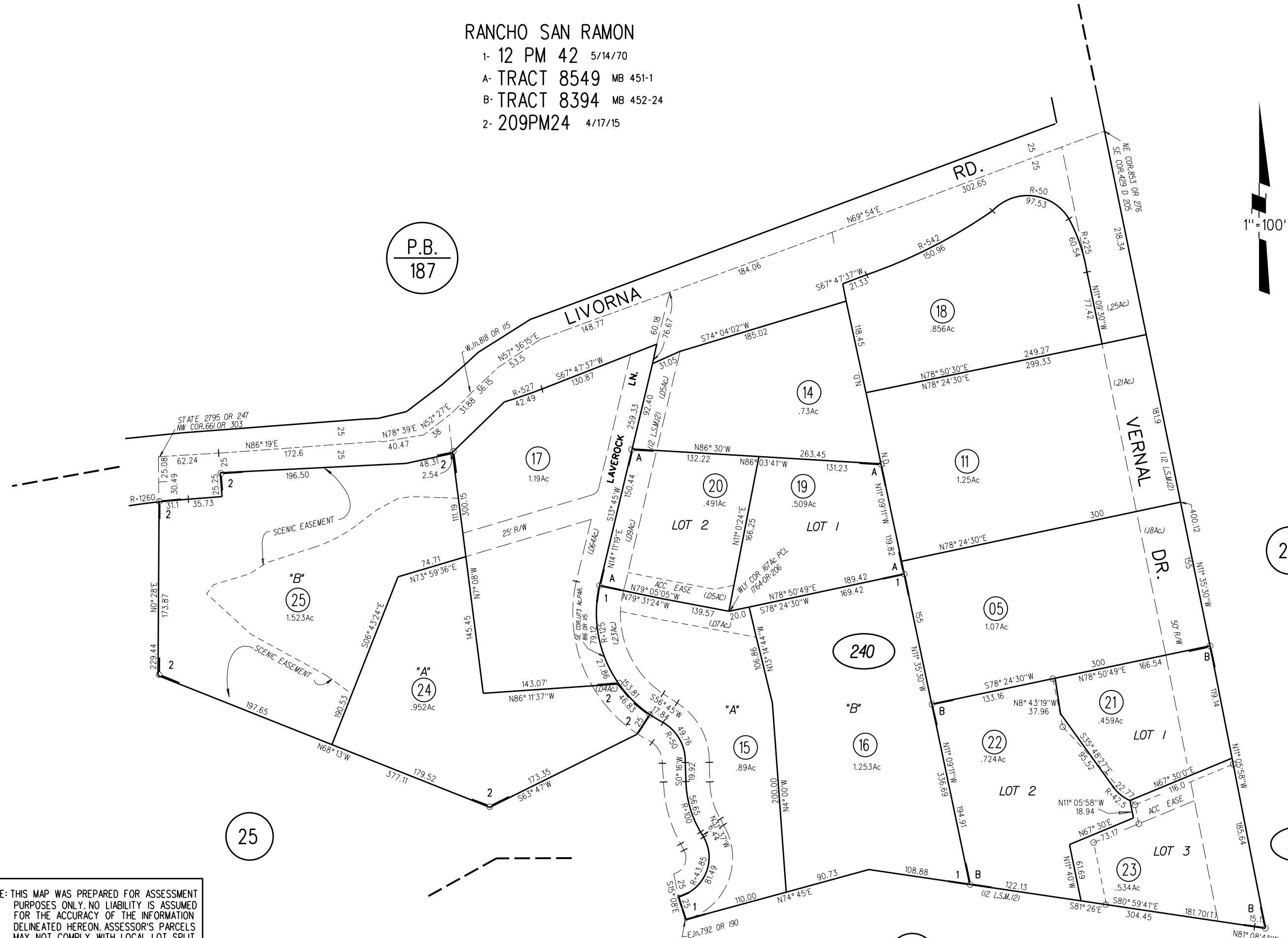
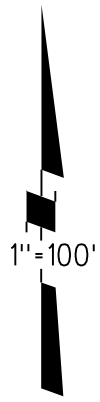
P B
184



RANCHO SAN RAMON

- 1- 12 PM 42 5/14/70
- A- TRACT 8549 MB 451-1
- B- TRACT 8394 MB 452-24
- 2- 209PM24 4/17/15

P.B.
187

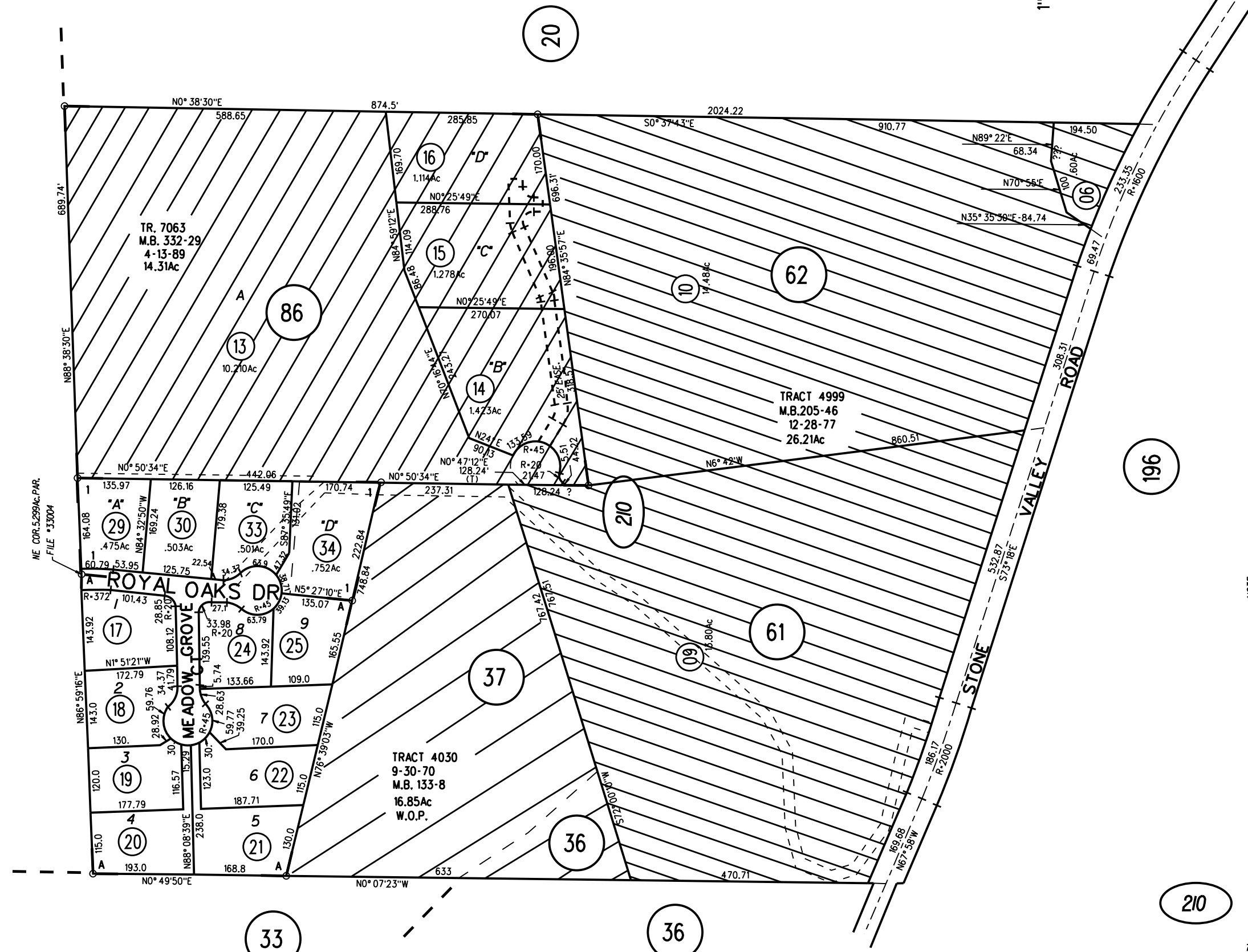
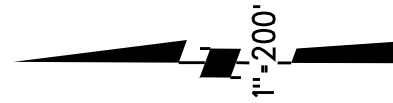


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209
PM24
9/3/15

POR. NE 1/4 SEC. 17 T1S R1W MDBM

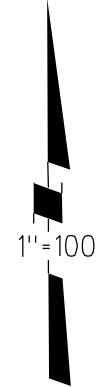
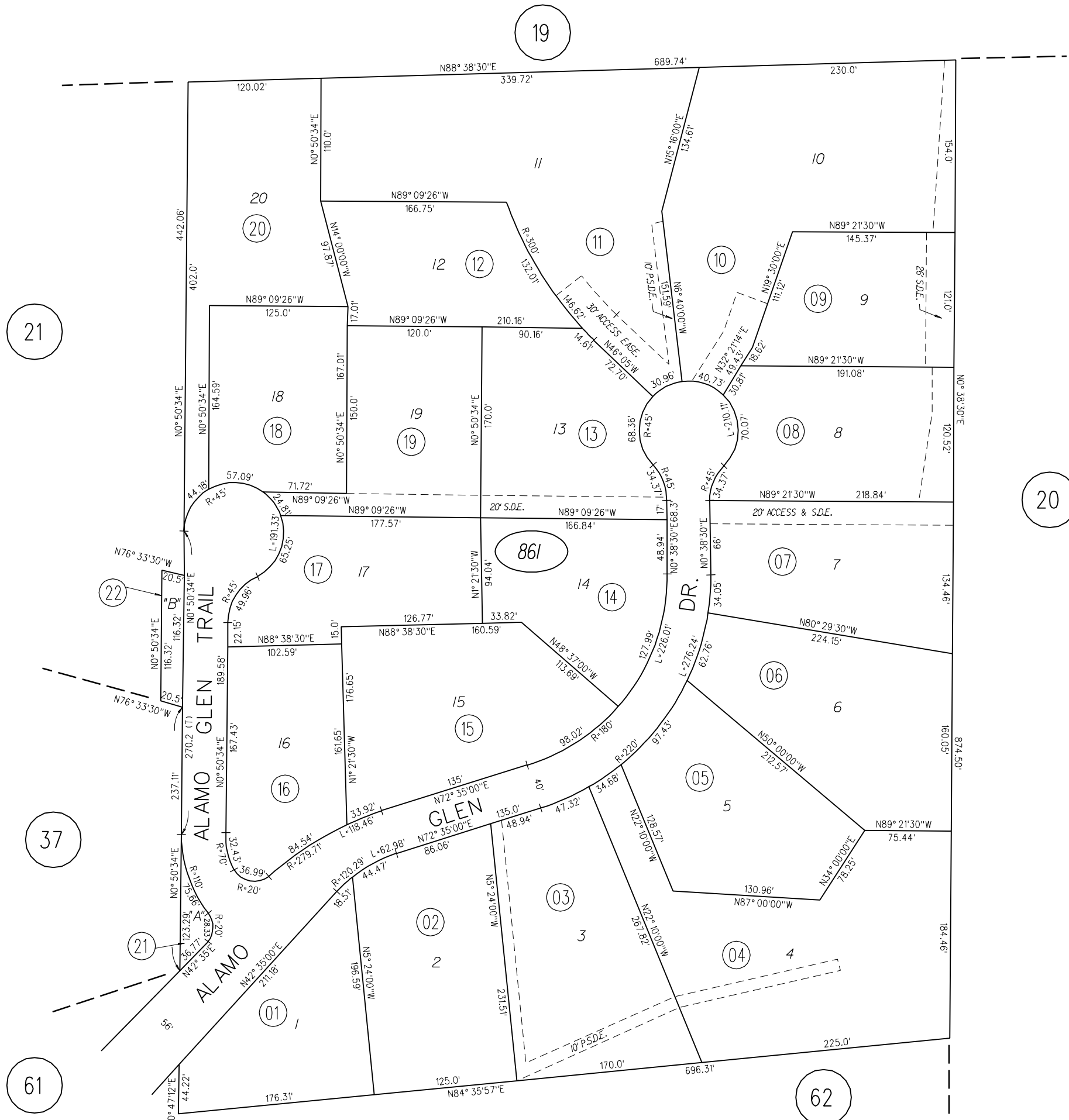
A-1989 TRACT 7062 M.B.329-5
1- 213PM42 4-10-18



NOTE: ACTUAL ROAD WIDTHS UNKNOWN

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

210 33.34
4/4/19

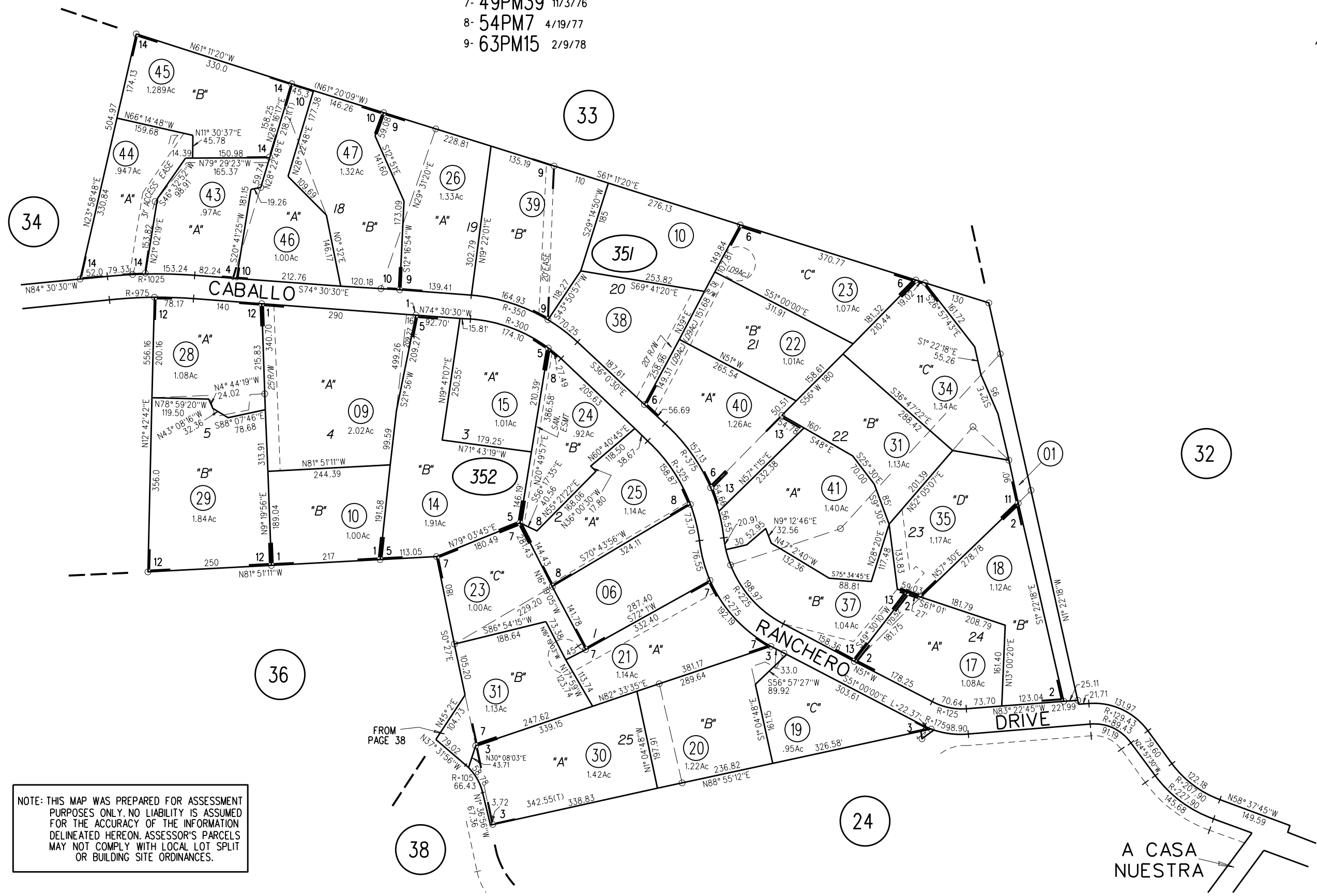
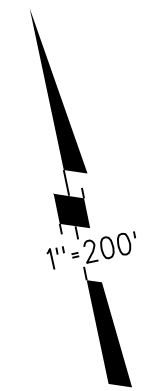


1"=100'

861

MT DIABLO ESTATE PARK SUB'N UNIT NO 3 MB 49-7 12/12/1952

- 1- 20PM8 12/23/71
- 2- 45LSM30 11/17/66
- 3- 20PM46 2/14/72
- 4- 25PM40 12/19/72
- 5- 30PM28 10/10/73
- 6- 34PM5 6/3/74
- 7- 49PM39 11/3/76
- 8- 54PM7 4/19/77
- 9- 63PM15 2/9/78
- 10- 77PM16 5/23/79
- 11- 77PM44 6/15/79
- 12- 90PM25 10/23/80
- 13- 153PM41 8/9/91
- 14- 202PM8 3/18/08

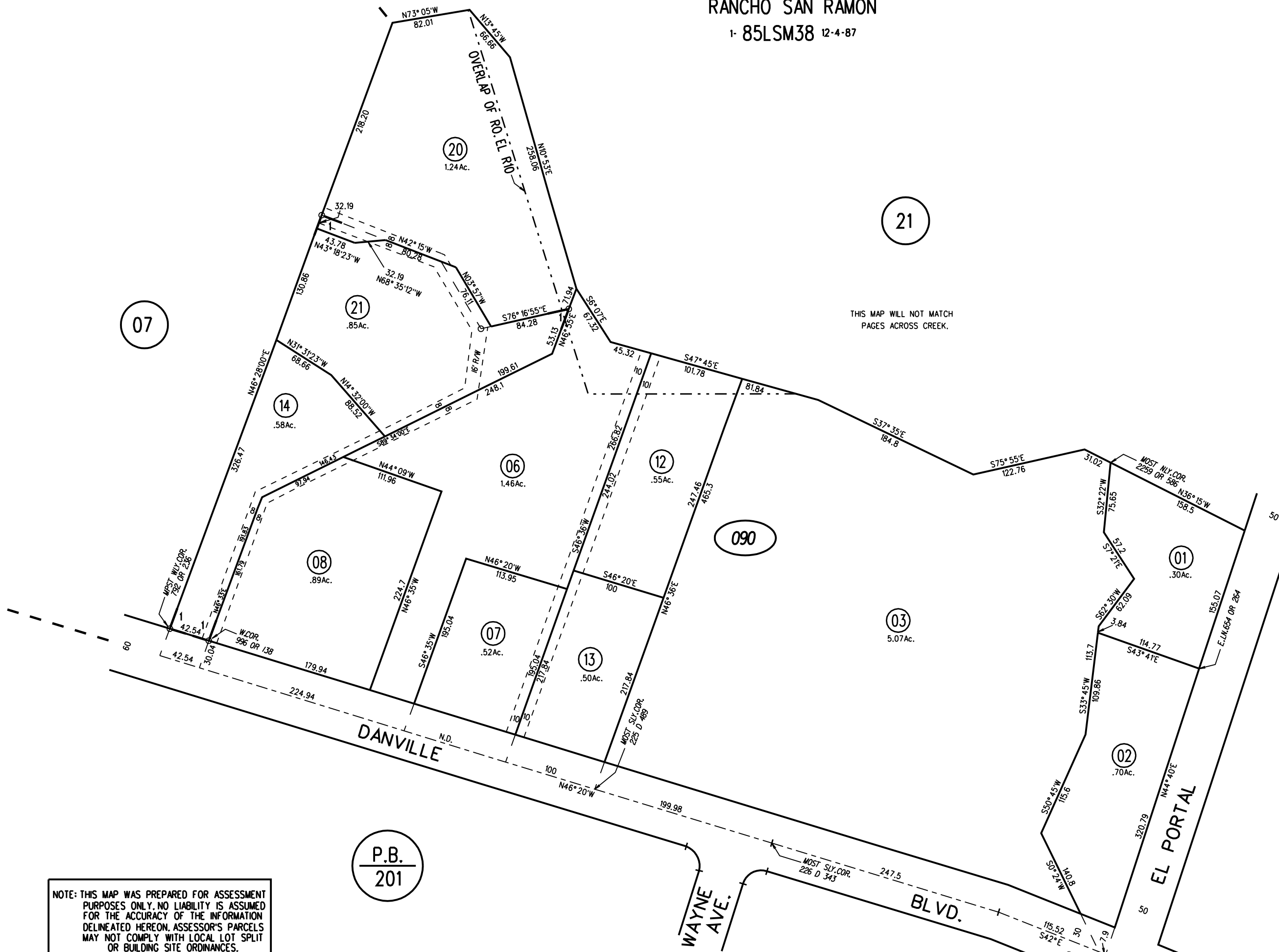
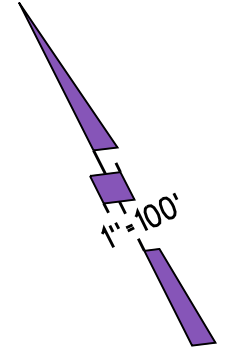


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- 35/ 10/5/15
- 46, 47 4/14/08
- 352
- 31

RANCHO SAN RAMON

1- 85LSM38 12-4-87



07

21

THIS MAP WILL NOT MATCH
PAGES ACROSS CREEK.

P.B.
200

P.B.
201

090

21
3/7/06

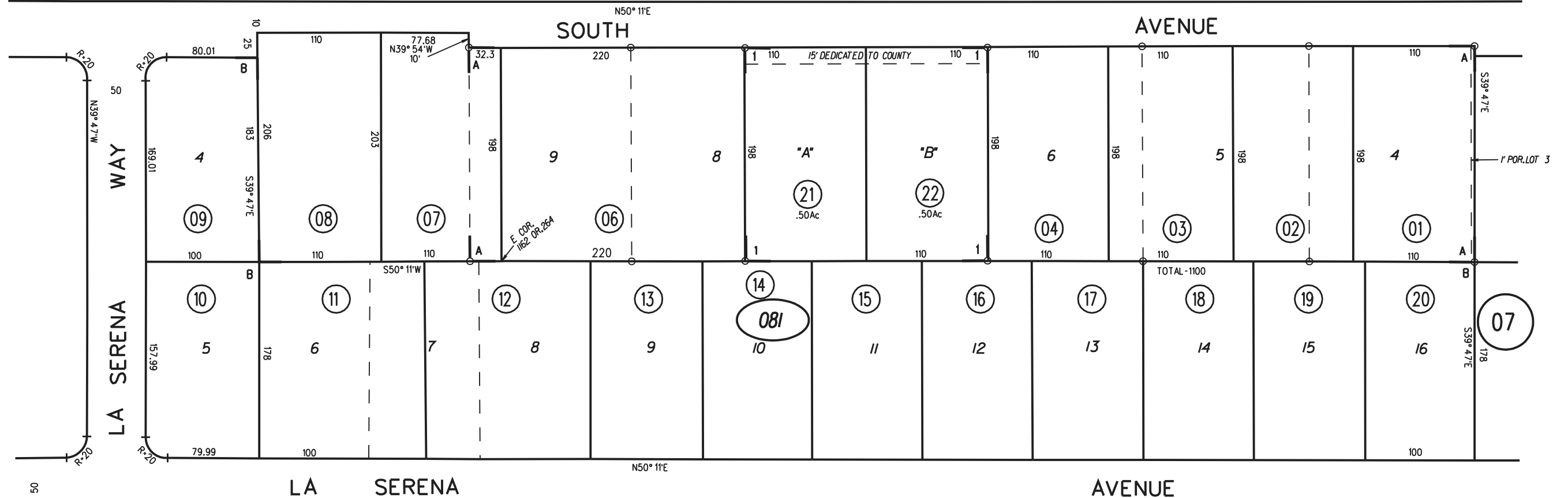
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A- ALAMO VILLA SITES M.B. 15-317
 B- ALAMO VILLA ESTATES M.B. 33-34
 POR. RO. SAN RAMON

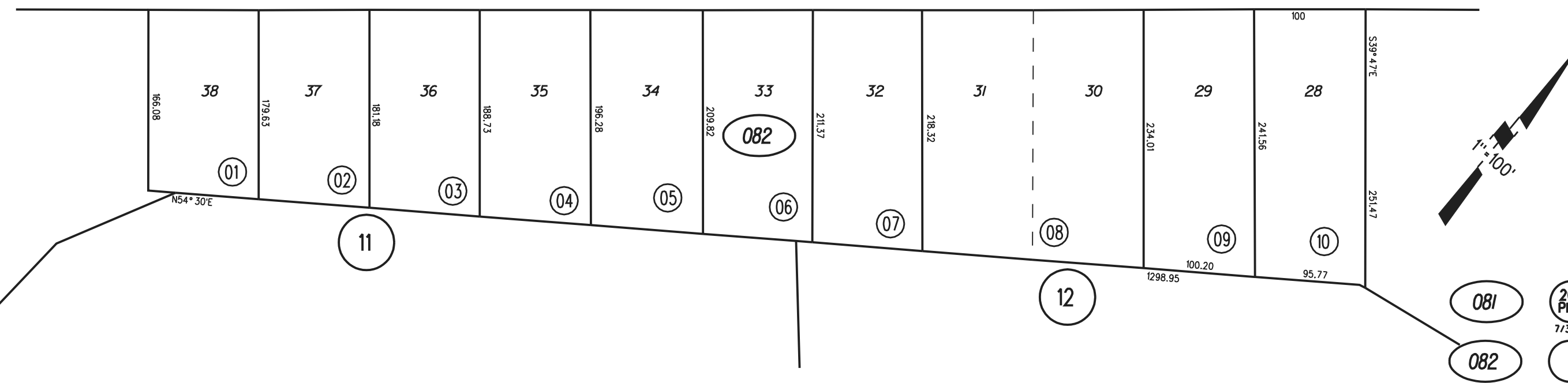
1- 207PM11 4-11-12

05

06



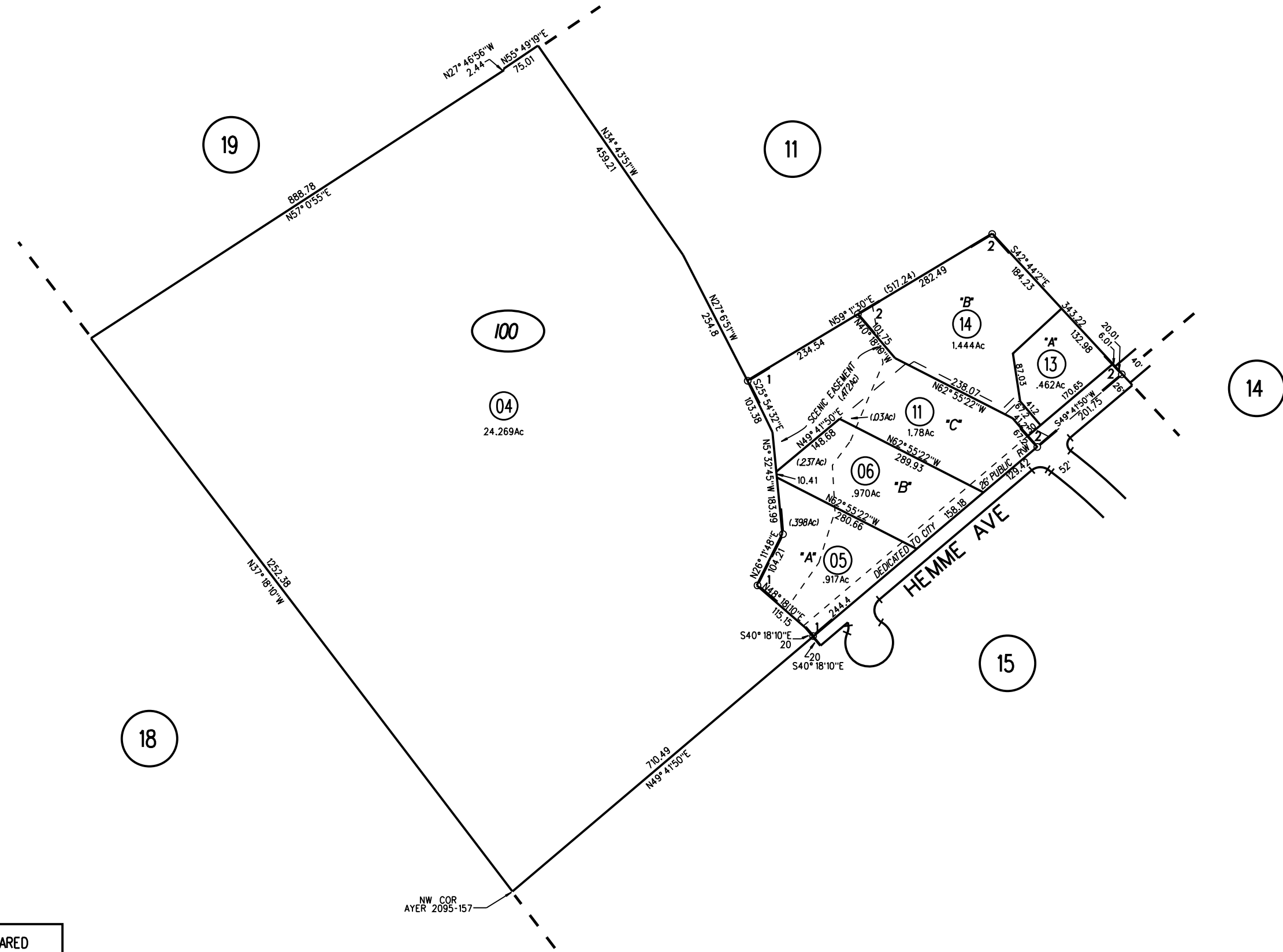
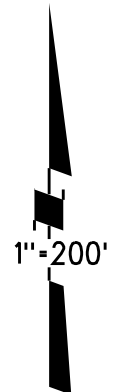
09



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081
 207 PM11 7/31/12
 082

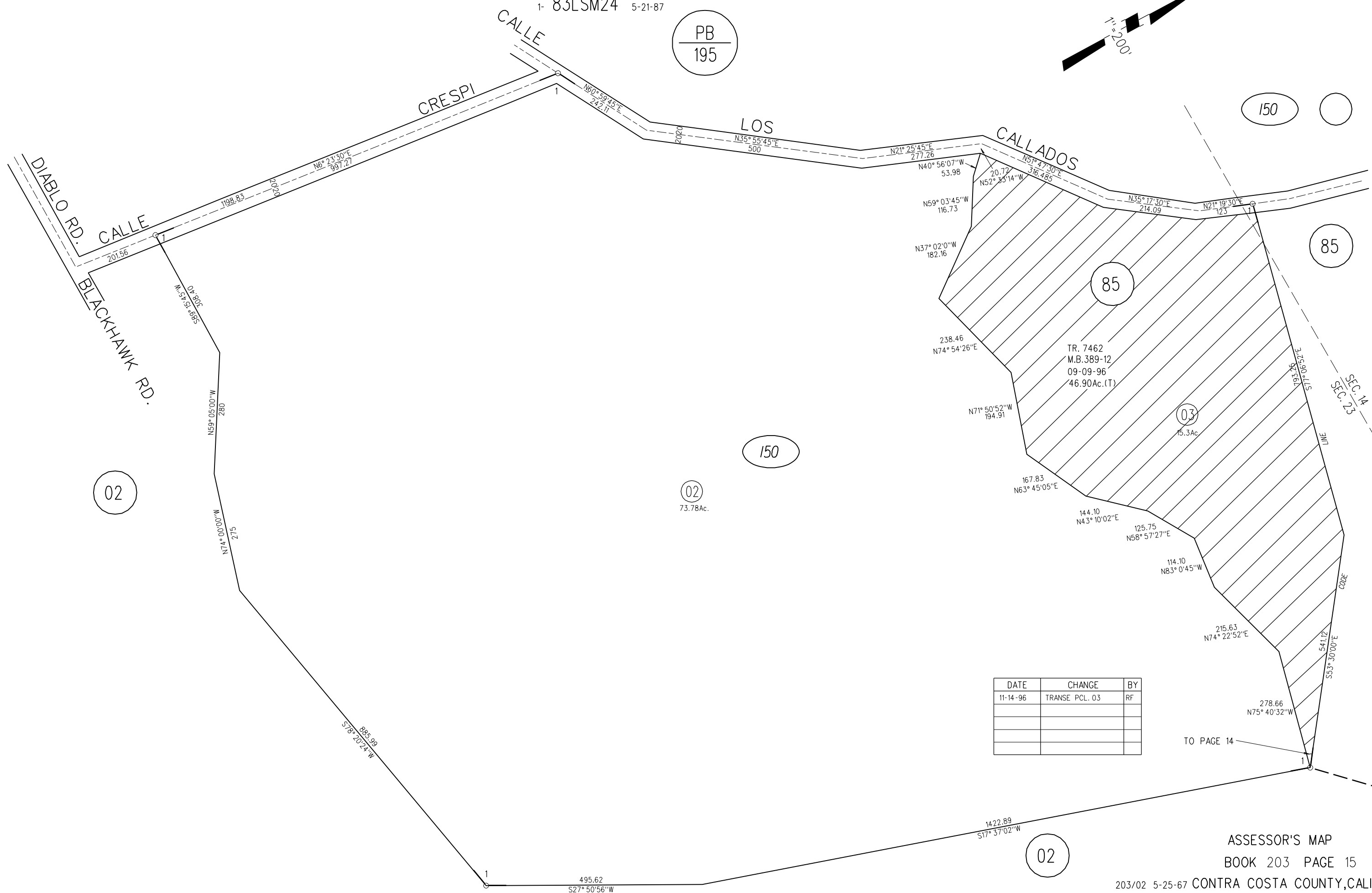
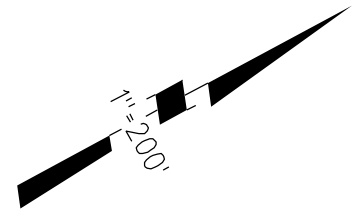
RO SAN RAMON
 1- 209P.M.43 8-27-15
 2- 215P.M.3 2-27-19



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON.

100 215 PM3 3/26/19

PB
195

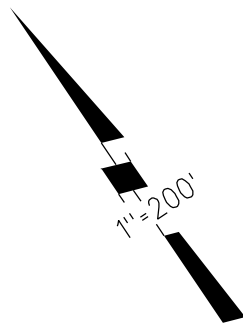
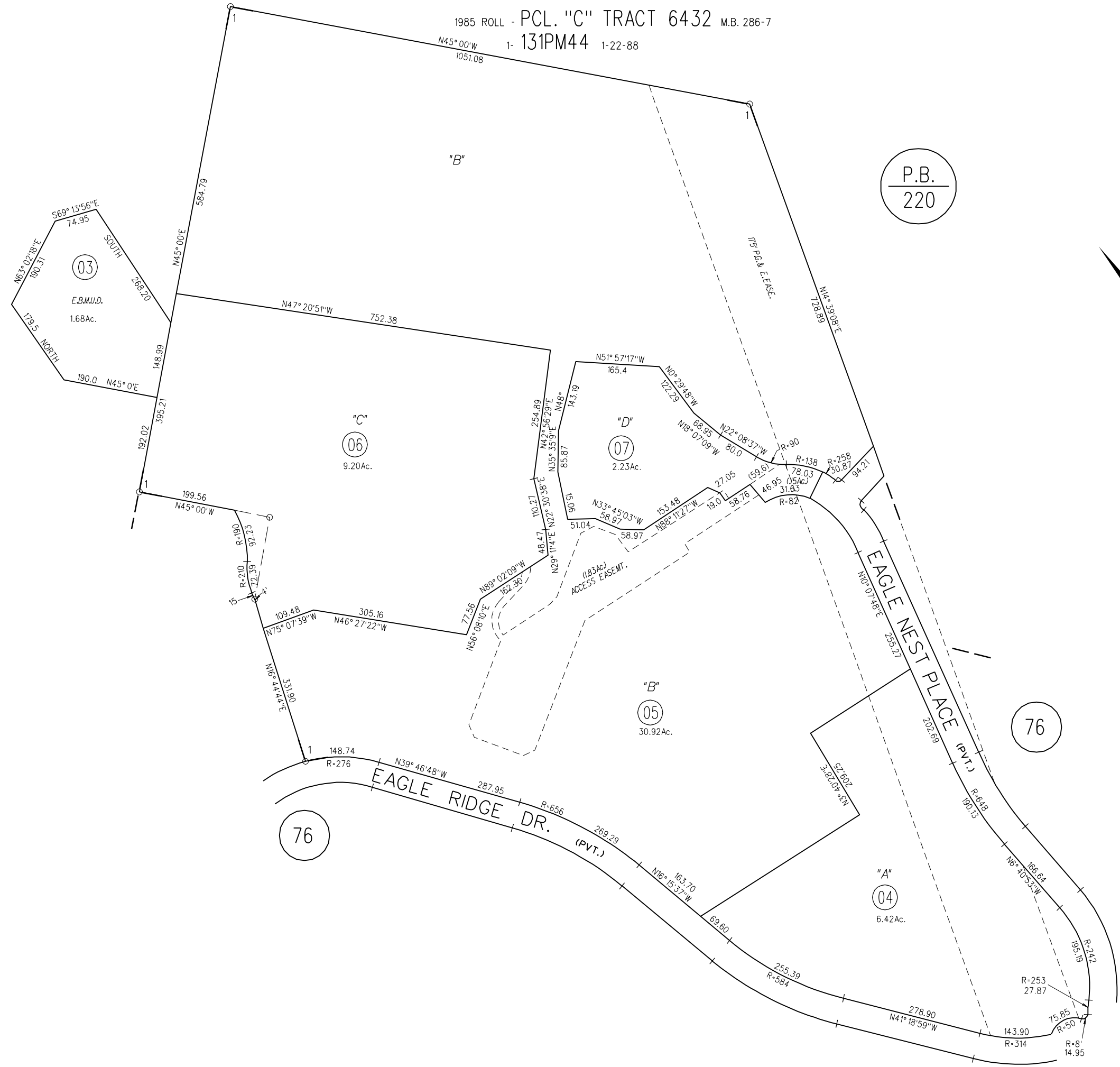


DATE	CHANGE	BY
11-14-96	TRANSE PCL. 03	RF

TO PAGE 14

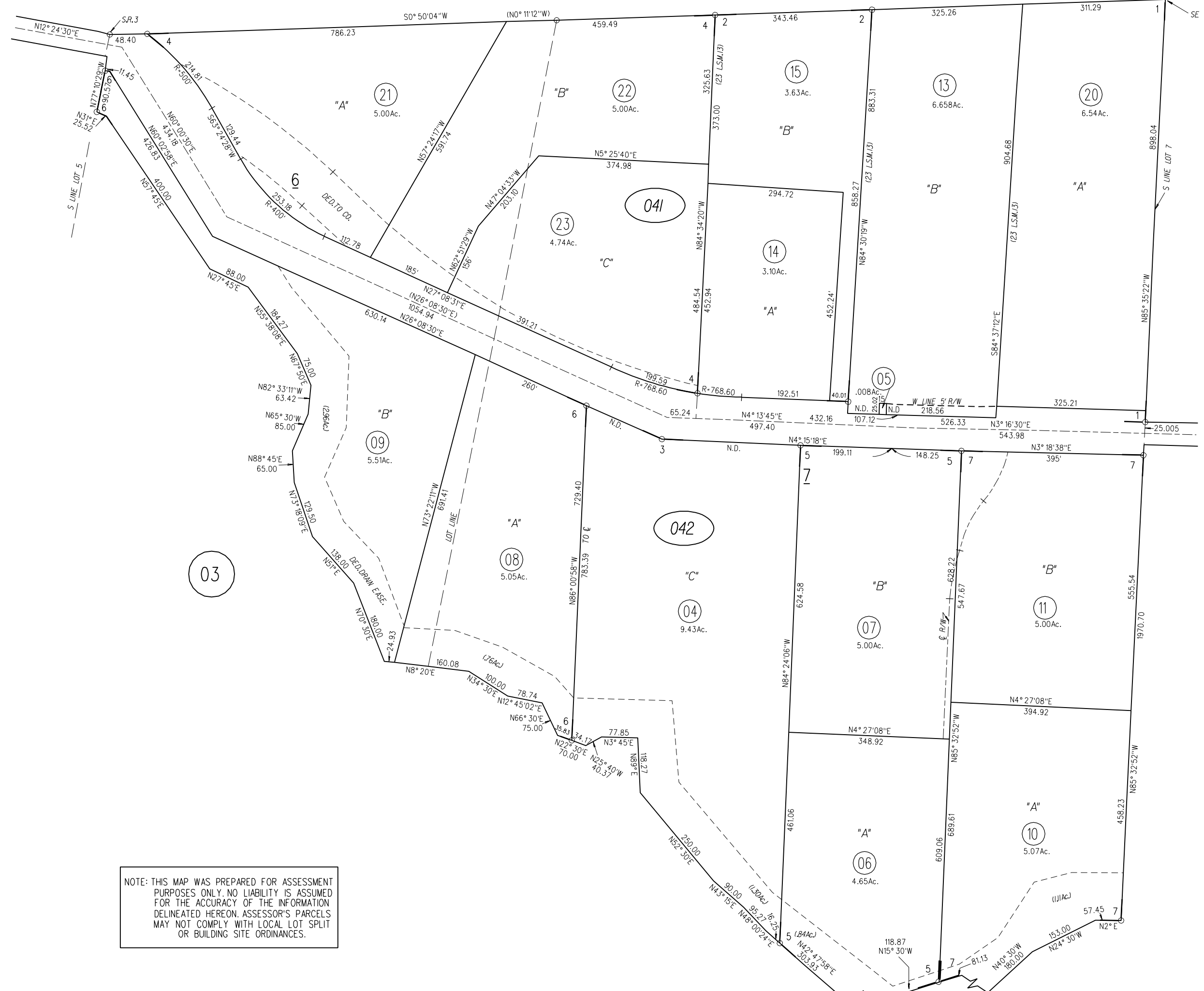
P.B.
220

P.B.
220



770

DOUGHERTY RANCH MB C-63
 1-1969 24 L.S.M 33 11-6-63
 2- 29P.M.48 9-7-73
 3- 44P.M.44 5-10-76
 4- 58P.M.1 9-20-77
 5- 61P.M.39 1-13-78
 6- 62P.M.38 1-24-78
 7- 62P.M.49 1-30-78

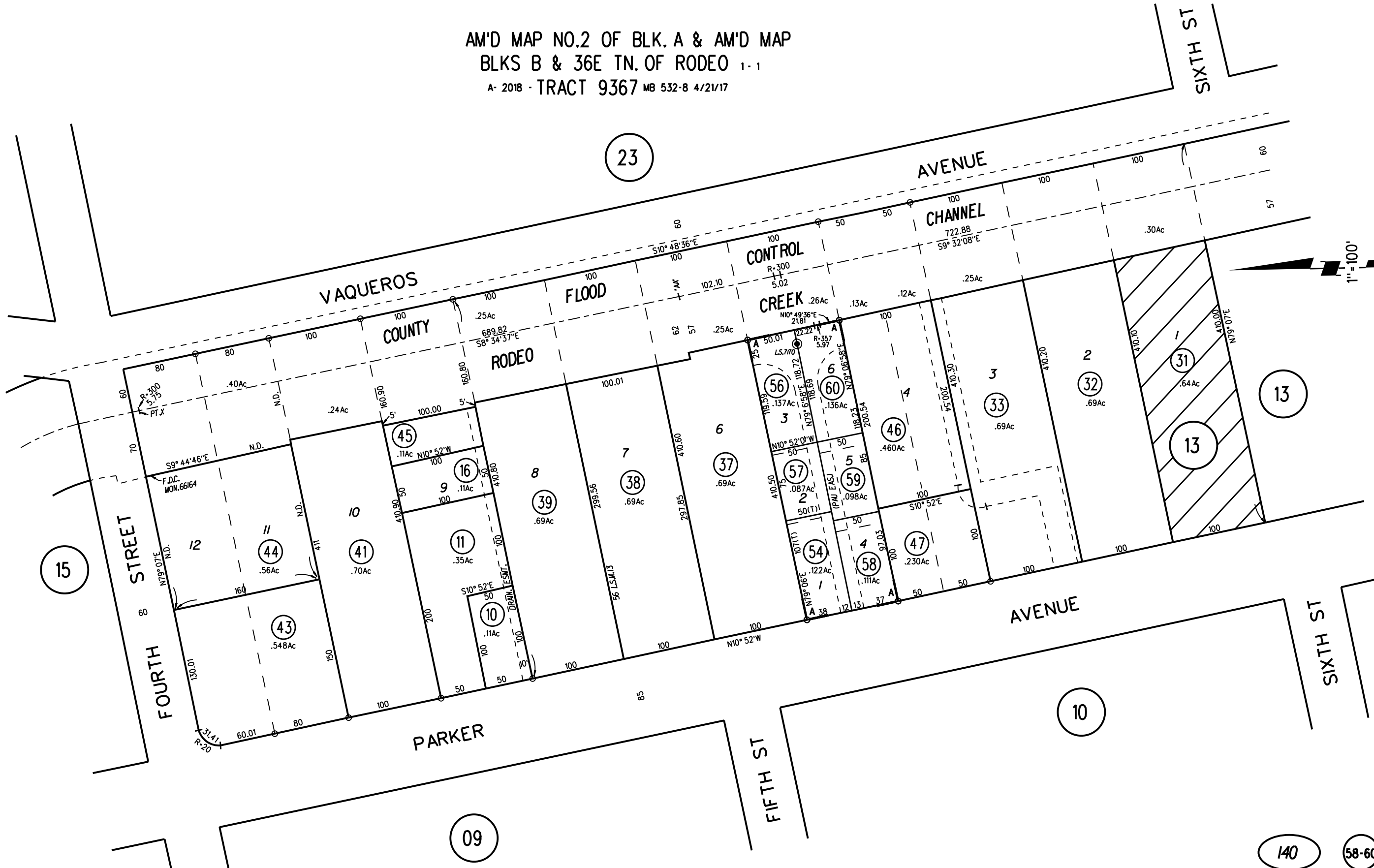


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05

041
 042

AM'D MAP NO.2 OF BLK. A & AM'D MAP
BLKS B & 36E TN. OF RODEO 1-1
A- 2018 - TRACT 9367 MB 532-8 4/21/17

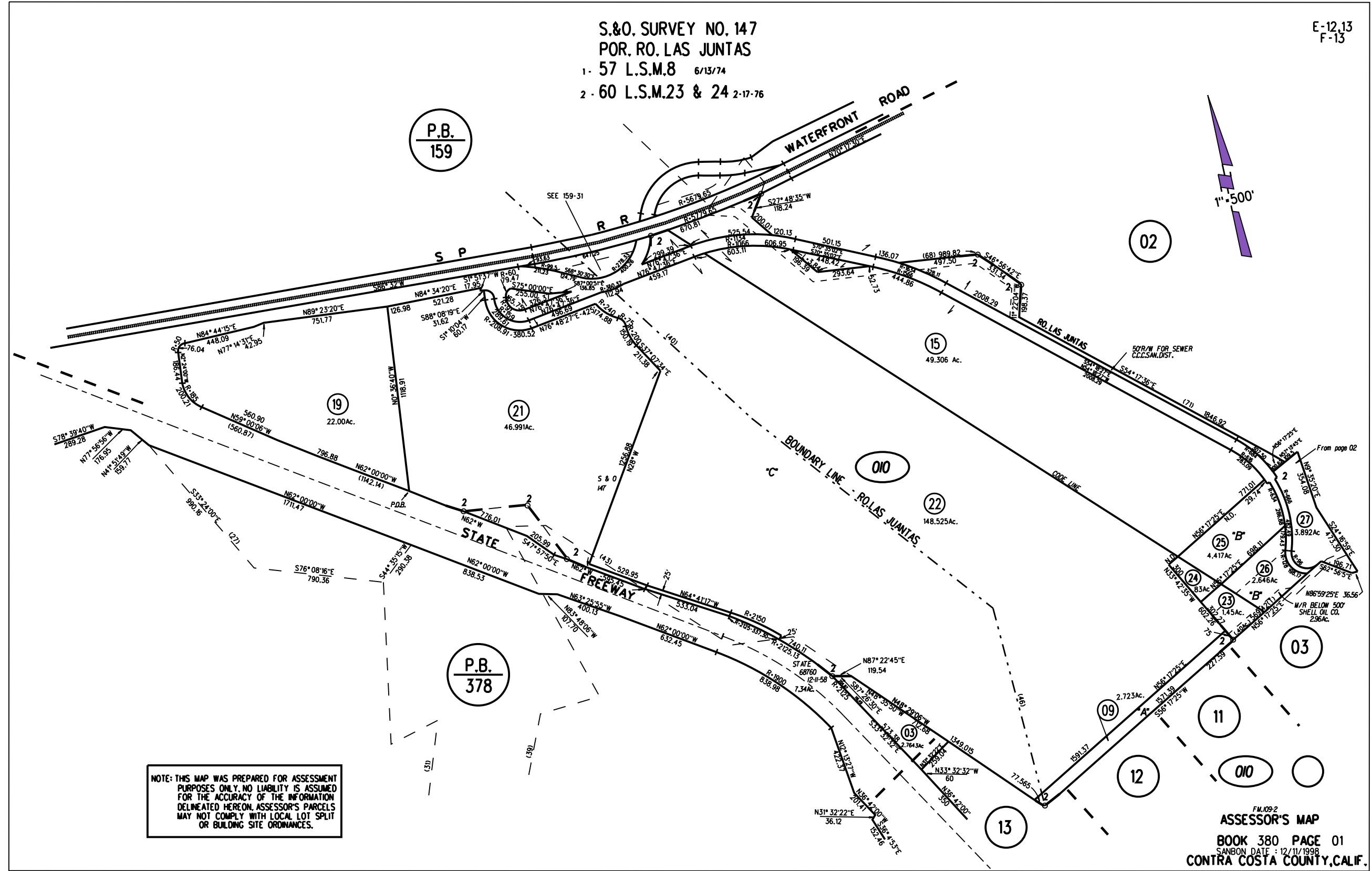
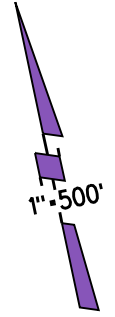


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S.&O. SURVEY NO. 147
 POR. RO. LAS JUNTAS
 1 - 57 L.S.M.8 6/13/74
 2 - 60 L.S.M.23 & 24 2-17-76

E-12,13
 F-13

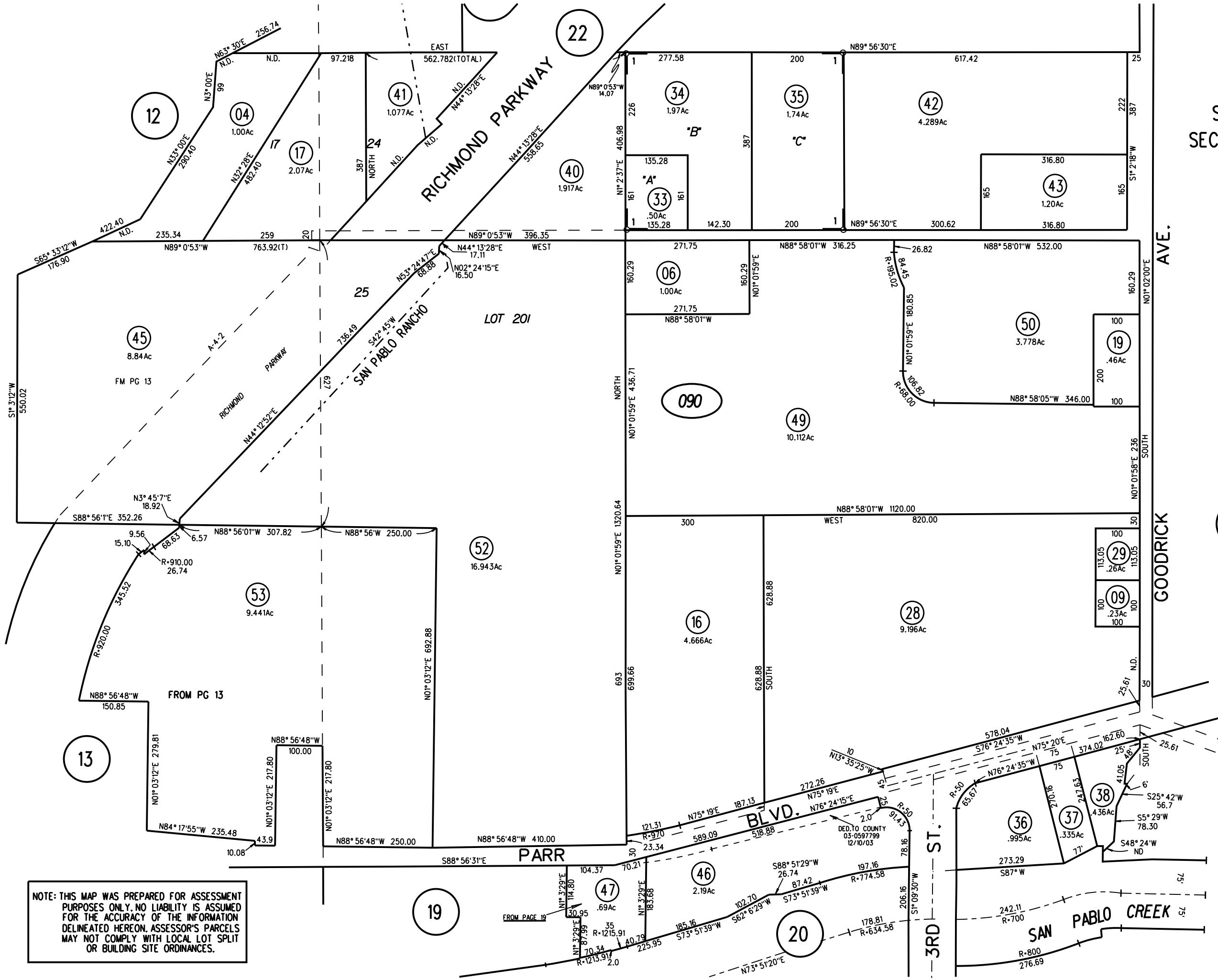
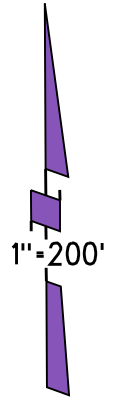
P.B.
 159



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P.B.
 378

SAN PABLO RANCHO
 SEC 35 T2N R5W MDBM
 1- 61L.S.M.2 6-16-76



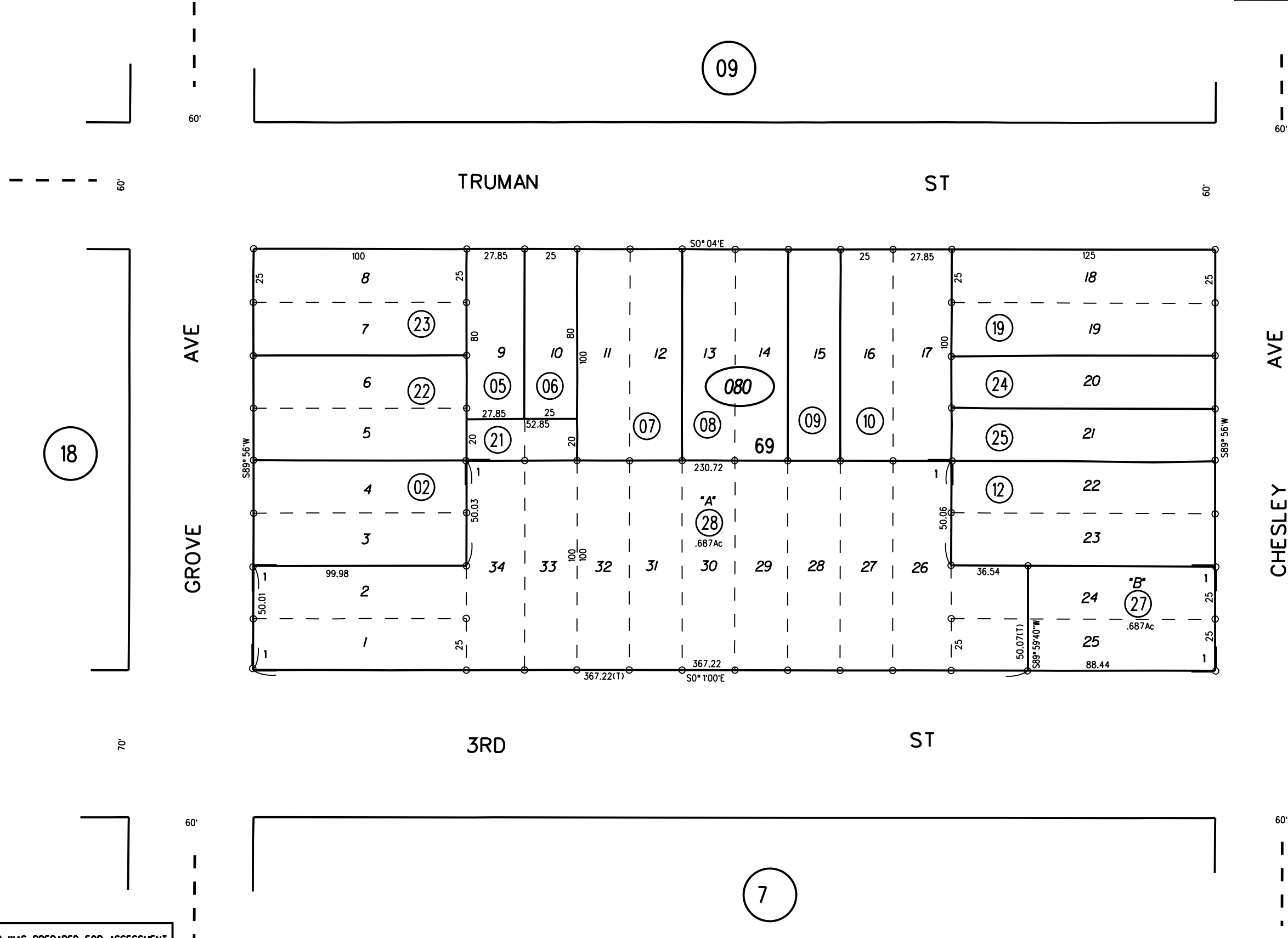
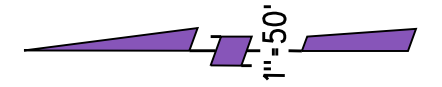
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08

090 52.53
 10/10/17

NORTH RICHMOND LAND & FERRY CO. TRACT NO. 2 MB 5-124

1- 213PM31 2/26/18



18

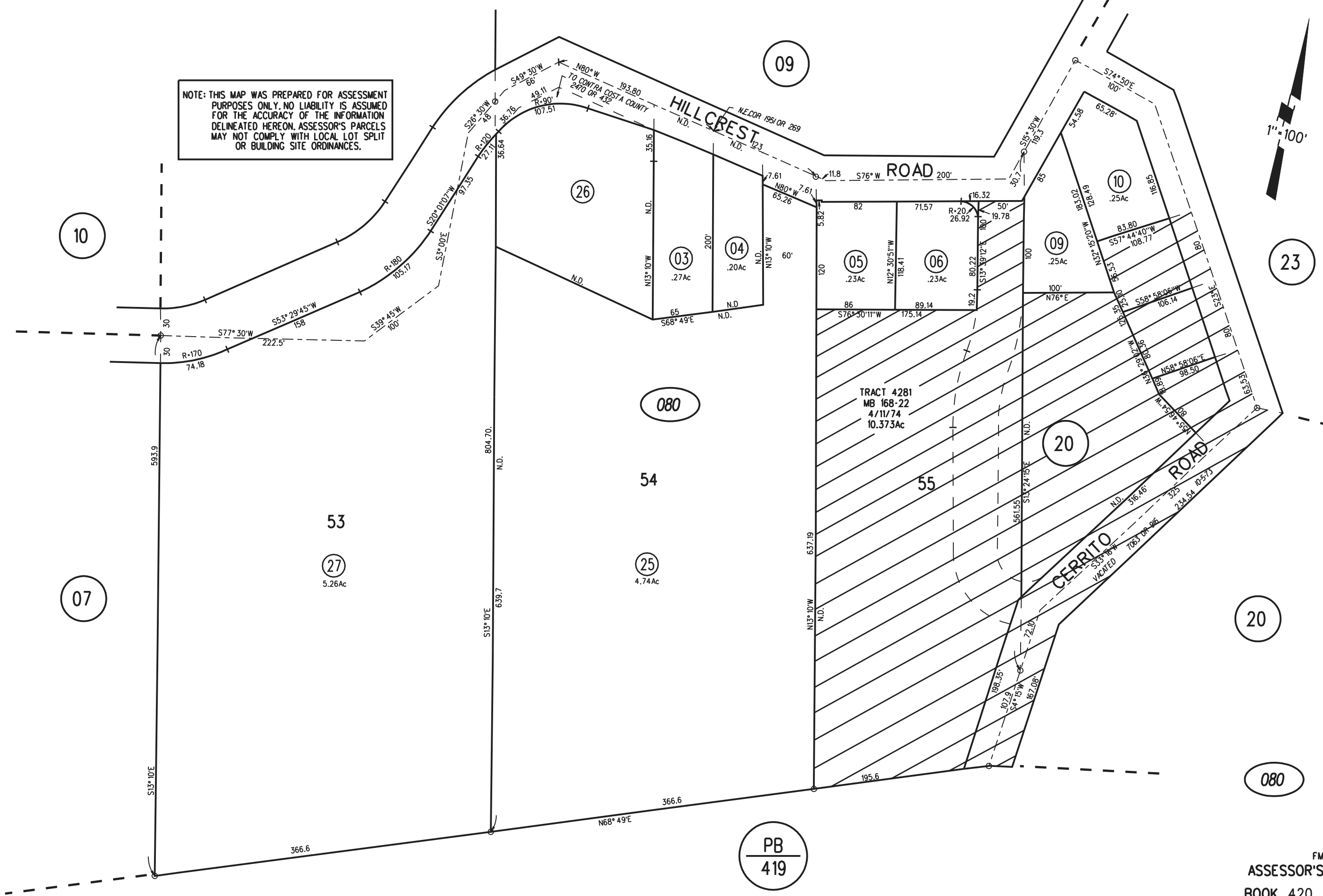
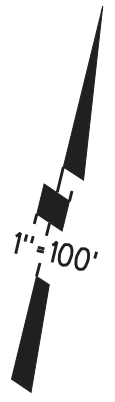
P.B.
561

080

213
PM31
7/2/18

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PB
419

27
3/4/09



**Contra
Costa
County**

To: Board of Supervisors
From: Federal D. Glover, District V Supervisor
Date: March 2, 2021

Subject: Eliminating the County Service Area R-10 citizen's advisory committee and transferring the committee's advisory duties to the Rodeo MAC.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/63 eliminating the County Service Area R-10 citizen's advisory committee and transferring the committee's advisory duties to the Rodeo Municipal Advisory Council.

FISCAL IMPACT:

Cost savings for staff time and expenses that would otherwise be incurred to support the CSA R-10 citizen's advisory committee.

BACKGROUND:

The District 5 Supervisor is recommending that the County Service Area R-10 ("CSA R-10") citizen's advisory committee be dissolved, and that the Rodeo Municipal Advisory Council ("RMAC") assume the committee's advisory functions. In 1988, the CSA R-10 citizen's advisory committee was formed to advise the Board of Supervisors on local park and recreation services and facilities in the CSA R-10, in the unincorporated community of Rodeo. In 2009, the RMAC was formed to advise the Board of Supervisors on land use and planning matters in Rodeo. CSA R-10 is located within the RMAC boundaries. By expanding the RMAC's advisory functions to include those performed by the CSA R-10 citizen's advisory committee and dissolving the citizen's

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Dominic Aliano
925-608-4200

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

advisory committee, the Board of Supervisors will receive focused advice and avoid potential inconsistent recommendations on services, programs, facilities, and community concerns in the Rodeo community. Further, eliminating the CSA R-10 citizen's advisory committee will result in cost savings by reducing staff time and other expenses incurred in connection with supporting the advisory committee.

For these reasons, the District 5 Supervisor recommends that the Board of Supervisors adopt the resolution to dissolve the CSA R-10 citizen's advisory committee and transfer its advisory duties to the RMAC. The resolution does not affect, nor is it intended to affect, the existence of the CSA R-10.

CONSEQUENCE OF NEGATIVE ACTION:

The CAS R-10 citizen's advisory committee would continue to exist.

ATTACHMENTS

Resolution 2021/63

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

Adopted this Resolution on 03/02/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/63

In the matter of eliminating the County Service Area R-10 citizen's advisory committee and transferring the advisory committee's duties to the Rodeo Municipal Advisory Council.

Whereas, in 1988, the Board of Supervisors formed County Service Area R-10 ("CSA R-10") and established a citizen's advisory committee to advise the Board of Supervisors and County departments on park and recreation facilities and services in the Rodeo community; and

Whereas, in 2009, the Board of Supervisors adopted Resolution No. 2009/388 to re-establish the Rodeo Municipal Advisory Council (the "RMAC") to advise the Board of Supervisors on land use and planning matters within the unincorporated community of Rodeo, and to represent the Rodeo community before the zoning administrator and Planning Commission; and

Whereas, the CSA R-10 is located within the RMAC boundaries, authorizing the RMAC to perform the advisory functions of the CSA R-10 citizen's advisory committee and eliminating the citizen's advisory committee will ensure the Board of Supervisors receives focused advice, and it will avoid potential inconsistent recommendations on services, programs, facilities, and community concerns in the Rodeo community; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors resolves as follows:

1. Effective March 2, 2021, the CSA R-10 citizen's advisory committee is hereby eliminated. This resolution supersedes all previous resolutions and board orders forming the advisory committee, prescribing the advisory committee's duties, and addressing the composition of the advisory committee.
2. Effective March 2, 2021, in addition to the other duties of the RMAC set forth in Resolution No. 2009/388 and otherwise previously prescribed by the Board of Supervisors, the RMAC shall advise the Board of Supervisors and County departments on park and recreation facilities and services in the Rodeo community.
3. Except as expressly set forth herein, this resolution does not modify or affect the existence of the County Service Area R-10.

I hereby certify that this 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: Dominic Aliano 925-608-4200

ATTESTED: March 2, 2021

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: March 2, 2021

Subject: REPORT FROM THE AUDITOR-CONTROLLER'S OFFICE ON THE SCHEDULE OF FINANCIAL AUDITS FOR 2021

RECOMMENDATION(S):

RECEIVE report on the Auditor-Controller's audit activities for 2020 and the schedule of financial audits for 2021.

FISCAL IMPACT:

This is an informational report only resulting in no fiscal impact. The financial auditing process may result in positive and negative fiscal impacts, depending on the audit findings.

BACKGROUND:

The Internal Operations Committee was asked by the Board in 2000 to review the process for establishing the annual schedule of audits, and to establish a mechanism for the Board to have input in the development of the annual audit schedule and request studies of departments, programs or procedures. The IOC recommended a process that was adopted by the Board on June 27, 2000, which called for the IOC to review the schedule of audits proposed by the Auditor-Controller and the County Administrator each December. However, due to the preeminent need during December for the Auditor to complete the Comprehensive Annual Financial Report, the IOC, some years ago, rescheduled consideration of the Auditor's report to February of each year.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Julie DiMaggio Enea
(925) 655-2056

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

By: , Deputy

cc: Auditor, CAO (Enea)

BACKGROUND: (CONT'D)

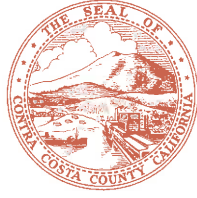
Attached is a report from the Auditor-Controller reviewing the department's audit activities for 2020 and transmitting the proposed schedule of financial audits for 2021, which are already in progress. This report and the proposed audit schedule was approved by the IOC on February 8, 2021. In past years, the Auditor's Office sometimes found a lack of adherence to several of the County's administrative requirements for cash collection; discharge of delinquent accounts; inventories of materials, supplies and capital assets; and petty cash. Noncompliance with procurement card policies, contracting policies and procedures, and MAC fiscal procedures have also been among past findings. Past findings did not reveal deliberate violation of policies and rules but rather violations resulting from lack of understanding or training.

ATTACHMENTS

2021 Internal Audit Schedule

Office of the Auditor-Controller
Contra Costa County

Robert R. Campbell
Auditor-Controller




Harjit S. Nahal
Assistant Auditor-Controller

625 Court Street
Martinez, California 94553-1282
Phone (925) 335-8600
Fax (925) 646-2649

February 8, 2021

TO: Internal Operations Committee

FROM: Robert R. Campbell, Auditor-Controller
By: Joanne Bohren, CPA, Auditor-Controller Division Manager 

SUBJECT: Internal Audit-Annual Report

The Board of Supervisors adopted a policy on June 27, 2000, directing the Auditor-Controller to annually report to the Internal Operations Committee on the proposed schedule of Internal Audit examinations for the following calendar year. The attached "*Schedule of Internal Audit Examinations*" provides the proposed examination schedule for 2021, and the attached "*Schedule of Internal Audit Examinations for 2020*" summarizes the status of the 2020 examinations.

In 2020, the Internal Audit Division completed twenty-three (23) of the twenty-eight (28) scheduled examinations. Five (5) examinations were postponed to calendar year 2021 due to the COVID-19 pandemic.

Examination Report

Objectives:

The necessary tests and procedures were conducted to determine if, within the scope of the examinations, the following financial conditions existed:

- Assets were adequately safeguarded.
- Appropriate internal controls were in place and functional.
- Records were accurate and reliable.
- Statutory, contractual, and administrative requirements were followed.

General Findings:

There is an overall lack of adherence to several of the County's administrative requirements. Many of the departmental examinations included the recommendations in the following areas:

- Lack of compliance with the Administrative Bulletins established for the cash collection process, inventories of capital assets, service recognition and awards for County employees, discharge of delinquent accounts, expense reimbursement, and petty cash;
- Lack of adherence to the procurement card manual; and,
- Subsidiary ledgers not maintained and reconciliations to the finance ledger not performed.

Conditions:

Approximately fifty-six percent (56%) of the findings in 2020 were repeated from previous examinations. Common examination conditions included:

- Lack of segregation of duties over cash handling;
- Lack of timeliness of deposits when receiving and depositing cash;
- Nonuse of a mail/transfer record to record cash received;
- Lack of annual replenishment of petty cash;
- Lack of adequate procurement card supporting documentation and lack of approving official authorization of cardholder charges; and,
- Lack of an official County asset tag affixed to capital assets.

In order to timely correct issues and mitigate repetitive findings, the Internal Audit division follows-up with auditees six months after the issuance of the examination report to determine if the recommendations were implemented. No data is available yet on the status of the 2020 findings.

Procurement Card

The quarterly procurement card review continues to reflect compliance issues in the use of the card for recurring payments, services, memberships, printing services, meal payments, software, and capital asset purchases. Per the Procurement Card Manual, Section V.G., the use of a procurement card for recurring payments, services, memberships, printing services, meal payments, software, and capital asset purchases is prohibited. Cardholders are also prohibited from using the procurement card for purchases not authorized in the County's Administrative Bulletins. Additionally, the required supporting documentation for payments often is missing or inadequate.

2021 Scheduled Examinations

The Auditor-Controller Division Manager of the Internal Audit division and the Auditor-Controller performed a thorough review of existing and recurring examinations as well as identified potential new examinations that should be incorporated in the 2021 schedule. The emphasis and priority in scheduling examinations is based on the perceived risk to the County. The schedule is composed of legally required examinations, such as the Treasury cash counts, reoccurring examinations, and new examinations. Thirty-three (33) examinations have been scheduled for calendar year 2021.

Legally required examinations have their basis in government code. Reoccurring examinations have a preferred cycle attached to them based on their perceived amount of inherent risk. If a concern comes to the attention of the Auditor-Controller Division Manager or the Auditor-Controller, a reoccurring examination may be planned prior to it being due based on the preferred cycle.

The County's financial operations are subject to audit by a firm of independent external auditors, Macias Gini & O'Connell, LLP, Certified Public Accountants (MGO). The external auditors are responsible for performing an annual audit of the general-purpose financial statements of the County and the Public Financing Authority. The external auditors also perform an annual "Single Audit" of the County's federal financial-assistance programs. Other independent auditors perform annual audits of the Contra Costa County Housing Authority, state grant programs, and the FIRST 5 Contra Costa Children and Families Commission.

Attachments

Schedule of Internal Audit Examinations
Calendar Year 2021

Department		Historical		Prefd.	Scheduled	Exam
Project Description		Estimated	Last Done	Examination	For	Hours
		Hours	Through	Cycle (yrs)	2021	2021
Board of Supervisors						
1102	District 2 General Department Examination (Including MACs)	100	06/13	4	X	100
Assessor						
0016	General Department Examination	160	12/16	4	X	160
Auditor-Controller						
0105	Revolving/Cash Diff. Fund & Shortage Report (fiscal year)	60	06/20	1 (Law)	X	60
0016	Medical & Dental Premium Payments	220	04/14	2	X	220
0037	Misc A-C duties (ie Petty Cash ICQ;Relief of Shortage;Increase/New Petty Cash; Recons)	60		1	X	60
Treasurer-Tax Collector						
0151	Treasury Cash & Investments - 1st qtr	50	02/20	1/4 (Law)	X	50
0151	Treasury Cash & Investments - 2nd qtr	50	06/20	1/4 (Law)	X	50
0151	Treasury Cash & Investments - July 1	50	07/20	1/4 (Law)	X	50
0151	Treasury Cash & Investments - 3rd qtr (Auditor recommendation)	50	08/20	1/4 (Law)	X	50
0151	Treasury Cash & Investments - 4th qtr	50	12/20	1/4 (Law)	X	50
0151-A	Tax Collector Cash on Hand - 1st qtr	20	02/20	1/4	X	20
0151-A	Tax Collector Cash on Hand - 2nd qtr	20	06/20	1/4	X	20
0151-A	Tax Collector Cash on Hand - July 1	20	07/20	1/4	X	20
0151-A	Tax Collector Cash on Hand - 3rd qtr	20	08/20	1/4	X	20
0151-A	Tax Collector Cash on Hand - 4th qtr	20	12/20	1/4	X	20
0154	Supplemental Tax Collection	200	12/13	2	X	200
0172	Treasury Oversight Committee (calendar year)	175	12/19	1 (Law)	X	175
Department of Information Technology						
0147	General Department Examination	120	04/14	3	X	120
Sheriff-Coroner						
3005	Inmates' cash	400	12/13	2	X	400
Agriculture						
3351	General Department Examination	120	03/13	4	X	120
Conservation and Development (DCD)						
3571	North Richmond Mitigation Fund	250	06/17	4	X	250
Animal Services						
3661	General Department Examination	350	05/17	2	X	350

Schedule of Internal Audit Examinations
Calendar Year 2021

Department		Historical		Prefd.	Scheduled	Exam
Project Description		Estimated	Last Done	Examination	For	Hours
		Hours	Through	Cycle (yrs)	2021	2021
Health Services						
4521	Environmental Health-Hazardous Materials Div	250	04/16	2	X	250
5403	Materials Management	200	03/13	3	X	200
Employment & Human Services						
5001	Administration	200	06/16	3	X	200
Public Works						
1481	Print and Mail Inventory	120	06/14	3	X	120
Public Works-Purchasing Division						
1493	Procurement Card Program - 4th qtr	60	12/19	1/4 (CAO)	X	60
1493	Procurement Card Program - 1st qtr	60	03/20	1/4 (CAO)	X	60
1493	Procurement Card Program - 2nd qtr	60	06/20	1/4 (CAO)	X	60
1493	Procurement Card Program - 3rd qtr	60	09/20	1/4 (CAO)	X	60
Veterans Affairs						
0580	General Department Examination	100	NEW	4	X	100
Contra Costa Fire Protection District						
9502	General Department Examination	300	03/14	2	X	300
9501	Other Supplies Inventory	80	06/13	3	X	80

Schedule of Internal Audit Examinations for 2020

Department Project Description		Last Done Through	Prefd. Examination Cycle (yrs)	Scheduled For 2020	Estimated Hours 2020	Exam Hours 2020
Completed Examinations-Scheduled						
Risk Management						
0043	General Department Examination	05/14	2	X	250	274
Auditor-Controller						
0105	Revolving/Cash Diff. Fund & Shortage Report (fiscal year)	06/19	1 (Law)	X	60	13
0037	Misc A-C duties (ie Petty Cash ICQ; Relief of Shortage; Increase/New Petty Cash; Recons)		1	X	60	10
Treasurer-Tax Collector						
0151	Treasury Cash & Investments - 1st qtr	03/19	1/4 (Law)	X	50	35
0151	Treasury Cash & Investments - 2nd qtr	05/19	1/4 (Law)	X	50	48
0151	Treasury Cash & Investments - July 1	07/19	1/4 (Law)	X	50	30
0151	Treasury Cash & Investments - 3rd qtr (Auditor recommendation)	08/19	1/4 (Law)	X	50	22.5
0151	Treasury Cash & Investments - 4th qtr	11/19	1/4 (Law)	X	50	32.5
0151-A	Tax Collector Cash on Hand - 1st qtr	03/19	1/4	X	20	16
0151-A	Tax Collector Cash on Hand - 2nd qtr	05/19	1/4	X	20	15
0151-A	Tax Collector Cash on Hand - July 1	07/19	1/4	X	20	15
0151-A	Tax Collector Cash on Hand - 3rd qtr	08/19	1/4	X	20	16
0151-A	Tax Collector Cash on Hand - 4th qtr	11/19	1/4	X	20	14
0172	Treasury Oversight Committee (calendar year)	12/18	1 (Law)	X	175	276
Clerk-Recorder						
3551	General Department Examination	05/15	2	X	420	226
Probation						
3081	General Department Examination	01/18	2 (Law)	X	240	126.5
Conservation and Development (DCD)						
3571	General Department Examination	04/12	2	X	500	505
Public Works						
0791	Craft inventories and Custodial Supplies Inventory (combined)	06/14	3	X	100	105
0632	Vehicle Inventory	06/13	3	X	150	81
Purchasing						
1493	Procurement Card Program - 4th qtr	12/18	1/4 (CAO)	X	110	120
1493	Procurement Card Program - 1st qtr	03/19	1/4 (CAO)	X	110	110
1493	Procurement Card Program - 2nd qtr	06/19	1/4 (CAO)	X	110	115
1493	Procurement Card Program - 3rd qtr	09/19	1/4 (CAO)	X	110	116
Examinations carried to 2021						
Auditor-Controller						
0016	Medical & Dental Premium Payments	04/14	2	X	220	0

Schedule of Internal Audit Examinations for 2020

Department		Last Done	Prefd.	Scheduled	Estimated	Exam
Project Description		Through	Examination	For	Hours	Hours
			Cycle (yrs)	2020	2020	2020
Treasurer-Tax Collector						
0154	Supplemental Tax Collection	12/13	2	X	200	0
Agriculture						
3351	General Department Examination	03/13	4	X	120	0
Veterans Affairs						
0580	General Department Examination	NEW	5	X	100	0
Contra Costa Fire Protection District						
9502	General Department Examination	03/14	2	X	200	0



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: March 2, 2021

Subject: 2020 Annual Report for the Byron MAC

RECOMMENDATION(S):

ACCEPT the 2020 Annual Report for the Byron Municipal Advisory Council.

FISCAL IMPACT:

None.

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, on the second Tuesday of December.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Lea Castleberry
925-252-4500

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

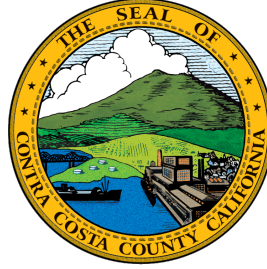
By: , Deputy

cc:

ATTACHMENTS

Byron MAC 2020 Annual
Report

**Byron
Municipal Advisory Council**



Linda Thuman, Chair

**Supervisor Diane Burgis,
District III**

Lea Castleberry, Deputy Chief of Staff
3361 Walnut Blvd., Ste 140
Brentwood, CA 94513
(925) 252-4500
Lea.Castleberry@bos.cccounty.us

*The Byron Municipal Advisory Council serves as an advisory body to the
Contra Costa County Board of Supervisors and the County Planning Agency.*

2021 Annual Report to the Board of Supervisors

Prepared by:
Office of Supervisor Diane Burgis, Lea Castleberry

Submitted by:
Linda Thuman, Chairperson

Activities and Accomplishments

The primary goal of the Byron MAC in 2020 was to continue to be the connection between the residents of Byron with the County.

During the 2020 Byron MAC meetings the following presentations were made to the community.

- July: Public Works presentation on the Intersection Improvements on Camino Diablo between Vasco Road and Holway Drive.
- Sept: Public Works Transportation Updates for the Byron community.
- Covid-19 Updates by Lea Castleberry, Office of Supervisor Diane Burgis.

During 2020 the Byron MAC activities and efforts included:

- A successful Community Clean-Up Day held on October 3, 2020. The Mt. Diablo Recovery Resources company brought multiple dumpsters and the event was free of charge to all rate paying residents of Byron.
- Byron MAC continued to send a representative to the monthly Code Enforcement meetings held at the Supervisor's office to discuss and set code enforcement priorities for the Byron community. Significant improvement in enforcement and compliance was completed throughout the year.

Members in 2020

- Chair Linda Thuman
- Vice Chair Mike Nisen
- Councilmember Dennis Lopez
- Councilmember Steve Larsen
- Councilmember Ron Schmit

Attendance in 2020

January- All members present
February- All members present
March- Meeting cancelled
April- All members present
May- All members present
June- Absent: Councilmembers Lopez and Schmit
July- Absent: Councilmember Thuman
August- Absent: Councilmember Lopez
September- All members present
October- Absent: Councilmembers Lopez and Schmit
November- Meeting cancelled
December- Meeting cancelled

Work Plan and Objectives for 2021

The Byron MAC's priorities for 2021 will continue to provide the Byron community with the opportunity to communicate with the various County Departments.

We will work to schedule pertinent and informative speaker presentations at the monthly meetings.

We will continue to work on:

- 1.) Code Enforcement Priorities
- 2.) Promote Community Identity
- 3.) Annual Clean-Up Day

The Byron MAC is scheduled to meet on the 4th Tuesday of the month at 6:00p.m. at St. Anne's Church or virtually due to Covid-19.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: March 2, 2021

Subject: Adoption of the Bylaws of the Affordable Housing Finance Committee

RECOMMENDATION(S):

ADOPT the Bylaws of the Affordable Housing Finance Committee and APPROVE the membership roster, as recommended by the Internal Operations Committee.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Affordable Housing Finance Committee (AHFC) advises the Board on the annual allocation of HOME Investment Partnership Act (HOME), Community Development Block Grant (CDBG), and Housing Opportunities for Persons with AIDS (HOPWA) funds for affordable housing development and/or preservation in Contra Costa County. These funds are allocated to the County on an annual basis by formula through the U.S. Department of Housing and Urban Development. Potential state or local affordable housing development funds may be considered by the AHFC, as needed. It typically convenes once annually in the spring to review County staff's recommendations for project funding of applications received through a public Request for Proposals process. Occasionally there is a second special meeting midway through the fiscal year to reallocate funds.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Kristin Sherk,
925-674-7887

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

By: , Deputy

cc: CAO (Enea)

BACKGROUND: (CONT'D)

With the approval of the attached draft bylaws, the AHFC Committee membership would contain seven members in three categories:

City Membership: Three members, one per each sub-region of the County, currently residing in an incorporated City within the County.

County Membership: Three members, one per each sub-region of the County, currently residing in an unincorporated area of the County.

Community Membership: One at large member, currently residing in the County, either incorporated or unincorporated.

As proposed, all AHFC membership categories will be self-nominated with applications solicited by the Department of Conservation and Development and the Clerk of the Board in accordance with law and Contra Costa County policies and procedures. All appointments to the AHFC are reviewed by the Internal Operations Committee and appointed by the Board of Supervisors.

The proposed bylaws would appoint AHFC members to a three-year term and they may be reappointed to serve one additional consecutive three-year term, beginning on July 1st and ending on June 30th. As noted above, all AHFC members shall reside in Contra Costa County and any change of residence outside of the County will automatically terminate membership on the AHFC. Due to the technical nature of the committee's charge, all members are required to have experience in the field of affordable housing finance, design, development, or property management (whether retired or active).

Attachment B shows AHFC membership under the new bylaws. Members in good standing Frances Sorrondegui would fill the Central City #3 seat (moved from the proposed obsolete Community #2 seat) and Lisa Caronna would fill the Community #1/At-Large seat (from the proposed obsolete Community #3 seat), and the other two members in good standing will remain in their seats. In addition, there would be three vacancies: East City #1, West City #2, and East County #1.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Affordable Housing Finance Committee will continue to operate without bylaws approved.

ATTACHMENTS

Attachment A - Draft SHFC Bylaws

Attachment B - AHFC Member List



CONTRA COSTA COUNTY

AFFORDABLE HOUSING FINANCE COMMITTEE

BYLAWS

Approved _____, 2021

In compliance with a Board Order of the Contra Costa County Board of Supervisors, the Affordable Housing Finance Committee (AHFC) was established on June 19, 1995.

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
(925) 674-7208

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1 NAME

The name of this committee is the Affordable Housing Finance Committee (AHFC). The AHFC is governed by the Ralph M. Brown Act and the Contra Costa County Better Government ordinance.

2 AUTHORITY

The AHFC was established by the Contra Costa County Board of Supervisors (“Board”) on June 19, 1995.

3 PURPOSE

The Affordable Housing Finance Committee (AHFC) advises the Board on the annual allocation of HOME Investment Partnership Act (HOME), Community Development Block Grant (CDBG), and Housing Opportunities for Persons with AIDS (HOPWA)¹ funds for affordable housing development and/or preservation in Contra Costa County. These funds are allocated to the County on an annual basis by formula through the U.S. Department of Housing and Urban Development. Potential state or local affordable housing development funds may be considered by the AHFC, as needed. It typically convenes once annually in the spring to review County staff’s recommendations for project funding of applications received through a public Request for Proposals process. Occasionally there is a second special meeting midway through the fiscal year to reallocate funds.

4 MEMBERSHIP

4.1 MEMBERSHIP CATEGORIES

The AHFC is composed of seven (7) members. The AHFC members are in three (3) different categories, self-nominated as indicated below in Section VII. Filling Vacancies:

City Membership: Three (3) City members, one per each sub-region of the County, currently residing in an incorporated City within the County.

County Membership: Three (3) County members, one per sub-region of the County, currently residing in an unincorporated area of the County.

¹ Pursuant to the National Affordable Housing Act, HOPWA funds are allocated on an annual basis to the City of Oakland for the Oakland Primary Metropolitan Statistical Area (PMSA), which includes Alameda and Contra Costa County. Contra Costa receives a formula share of HOPWA funds annually through the City of Oakland.

Community Membership: One (1) at large member, currently residing in the County, either incorporated or unincorporated.

4.2 SUBREGIONS OF THE COUNTY

The subregions of the County are defined as follows:

<u>West Cities</u> :	El Cerrito, Hercules, Pinole, Richmond, San Pablo
<u>Central Cities</u> :	Clayton, Concord, Danville, Lafayette, Martinez, Moraga, Orinda, Pittsburg ² , Pleasant Hill, San Ramon, Walnut Creek
<u>East Cities</u> :	Antioch, Brentwood, Oakley, Pittsburg
<u>West Unincorporated</u> :	Crockett, El Sobrante, East Richmond Heights, Kensington, Montalvin Manor, N. Richmond, Port Costa, Rodeo, Rollingwood, Tara Hills
<u>Central Unincorporated</u> :	Alamo, Bay Point, Blackhawk, Contra Costa Centre, Clyde, Diablo, unincorporated Martinez, Mountain View, Pacheco/Vine Hill, Saranap, Tassajara, unincorporated Walnut Creek
<u>East Unincorporated</u> :	Bay Point, Bethel Island, Byron, Discovery Bay, Knightsen

4.3 TERMS OF OFFICE

All AHFC members will be appointed to a three-year term and may be reappointed to serve one additional consecutive three-year term, beginning on July 1st, and ending on June 30th.

4.4 RESIDENCY, AGE, AND EXPERIENCE REQUIREMENT

All members shall reside in Contra Costa County. Change of residence to outside of Contra Costa County will automatically terminate membership on the AHFC. All members shall be at least the age of eighteen (18). All members shall have professional experience in the field of affordable housing finance, design, development, or property management. Members may be retired or active affordable housing professionals.

5 CONFLICT OF INTEREST

Upon becoming an AHFC member, and annually thereafter, each AHFC member shall submit a Statement of Economic Interest (FPPC Form 700) with the Clerk of the Board annually in April.

The Board approved a “Conflict of Interest Code of the AHFC” on March 5, 1996.

² Residents of Pittsburg and Bay Point are eligible for appointment as members from both Central and East County.

5.1 CONTENTS OF DISCLOSURE STATEMENTS

Disclosure statements shall be made on forms supplied by the Clerk of Contra Costa County, and shall contain the following information:

(a) Contents of Investment and Real Property Reports:

When an investment, or an interest in real property is required to be reported, the statement shall contain:

- (1) A statement of the nature of the investment or interest;
- (2) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
- (3) The address or other precise location of the real property;
- (4) A statement whether the fair market value of the investment, or interest in real property, exceeds ten thousand dollars (\$10,000), and whether it exceeds one hundred thousand dollars (\$100,000). This information need not be provided with respect to an interest in real property which is used principally as the residence of the filer.

(b) Contents of Personal Income Reports:

When personal income is required to be reported, the statement shall contain:

- (1) The name and address of each source of income aggregating two hundred and fifty dollars (\$250) or more in value, or twenty-five dollars (\$25) or more in value if the income was a gift, and a general description of the business activity, if any of each source;
- (2) A statement whether the aggregate value of income from each source was greater than one thousand dollars (1,000), and whether it was greater than ten thousand dollars (\$10,000);
- (3) A description of the consideration, if any, for which the income was received;
- (4) In the case of a gift, the amount and the date on which the gift was received.

(c) Contents of Business Entity Income Reports:

When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

- (1) The name, address, and a general description of the business activity of the business entity;
- (2) In the case of a business entity which provides legal or brokerage services, the name of every person who paid fees to the business entity if the filer's prorata share of fees from such person was equal to or greater than one thousand dollars (\$1,000);
- (3) In the case of a business entity not covered by paragraph (2), the name of every person from whom the business entity received payments if the filer's prorata share of gross receipts

from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.

(d) Contents of Managements Positions Reports:

When management positions are required to be reported, designated employees shall list the name of each business entity not specified above in which they are a director, officer, partner, trustee, employee, or in which they hold any position of management.

(e) Initial Statement:

The initial statement filed by an employee appointed to a designated position shall disclose any reportable investments and interests in real property.

(f) Acquisition or Disposal During Reporting Period:

In the case of a statement filed under Section 400 (f), if the investment, or interest in real property, was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.

5.2 DISQUALIFICATION

AHFC members must disqualify themselves from making or participating in the making of any decisions in which they have a reportable financial interest, when it is reasonably foreseeable that such interest may be materially affected by the decision. No AHFC member shall be required to disqualify himself with respect to any matter which could not be legally acted upon or decided without his participation.

6 RESIGNATIONS

A member may resign from the AHFC at any time by submitting written notice to County staff. The resignation will be effective upon receipt of the written request.

7 FILLING VACANCIES

Vacancies will be filled as soon as practicable. Applications for all Membership Categories are solicited by the Department of Conservation and Development (DCD) and Clerk of the Board in accordance with law and Contra Costa County policies and procedures. Mid-year vacancy terms will commence the following July 1st. All representative appointments to the AHFC are screened by the Internal Operations Committee and then appointed by the Board.

8 MEETINGS

8.1 SCHEDULED MEETINGS

The AHFC typically convenes once annually in the spring to consider applications for CDBG, HOME, and HOPWA funds. Additional meetings will be held later in the

year if applications are received during the year and there are available funds to reallocate/recommend to additional projects.

8.2 NOTIFICATIONS AND AGENDA

The agenda for regularly scheduled meetings will be delivered via email to the AHFC members in advance of the meetings. At a minimum, the agenda must contain the date, time, and location of the meeting and the items of business to be considered. The agenda will be posted 96 hours in advance of each meeting at the DCD office entrance and on the department website at <http://www.contracosta.ca.gov/AHFC>.

8.3 PUBLIC PARTICIPATION

All AHFC meetings are open to the public and are subject to the Ralph M. Brown Act (Title 5, Division 2, Part 1, Chapter 9, commencing with Section 5490). Members of the public may address the AHFC; however, each person is limited to three (3) minutes unless an extension is granted.

8.4 QUORUM

A quorum is a simple majority of the total statutory membership. A quorum of the AHFC must be present to approve any Action on the agenda. Any action of the AHFC must be adopted by the affirmative votes of at least a majority of the quorum present.

8.5 COMPENSATION

Members volunteer to serve on the AHFC. Members will not receive any compensation for their service.

9 AMENDMENT OF BYLAWS

These bylaws may be amended when necessary based on recommendations by County staff and/or the AHFC and are subject to the approval of the Internal Operations Committee and then the Board for final approval.

10 ADOPTION AND CERTIFICATION

The above bylaws were approved by the Board on _____, 2021.

**CONTRA COSTA CONSORTIUM
AFFORDABLE HOUSING FINANCE COMMITTEE MEMBERSHIP**

Current Members in Good Standing and Proposed Membership Category
Under New Bylaws for BOS Consideration

City Representatives	
East County Rep. (City #1)	Term Expires: June 30, 2023
Vacant	
West County Rep. (City #2)	Term Expires: June 30, 2024
Vacant	
Central County Rep. (City #3)	Term Expires: June 30, 2021
Frances Sorrondegui San Ramon	

County Representatives (Unincorporated)	
East County Rep. (County #1)	Term Expires: June 30, 2023
Vacant	
West County Rep. (County #2)	Term Expires: June 30, 2021
Willie J. Robinson El Sobrante	
Central County Rep. (County #3)	Term Expires: June 30, 2022
Warren D. Ritter Pacheco	

Community/At-Large Representative	
Community Rep. (Community #1)	Term Expires: June 30, 2022
Lisa Caronna Kensington	



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: Gift Cards for Consumer Participation at Calli House Emergency Youth Shelter

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to purchase, on behalf of the Health Services Director, 60 Ross, 60 Safeway, 60 Target, 60 Walmart, 40 BART and 40 AC Transit gift cards in a denomination of \$15 each and 75 Starbucks, 70 Subway and 95 McDonald's gift cards in a denomination of \$5 each for a total amount of \$6,000 to use as incentives for consumer participation in Calli House Emergency Youth Shelter.

FISCAL IMPACT:

Approval of this purchase order will result in budgeted expenditures of up to \$6,000 and will be funded 100% by Community Services Block Grant. No County funds required.

BACKGROUND:

Contra Costa County Health Services Department's Homeless Program received a grant to provide services to homeless youth. Included in the grant budget is a line item for client incentives in the amount of \$6,000. Gift cards are provided to youth consumers as an incentive for ongoing and meaningful participation and involvement in their case plan, acknowledgement of special achievements, employment and housing readiness and move-in assistance.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Lavonna Martin,
925-608-6701

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

By: , Deputy

cc: L Walker, L Martin, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to provide incentives for the youth consumers' special achievements, meaningful participation, employment, and housing readiness or for move-in assistance.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following children's outcomes: (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.



Contra
Costa
County

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

Subject: Request for Relief of Cash Shortage

RECOMMENDATION(S):

AUTHORIZE relief of cash shortage in the Treasurer-Tax Collector's Office in the amount of \$2,825.30

FISCAL IMPACT:

Cash shortage in the amount of \$2,825.30 will be funded 100% by the General Fund.

BACKGROUND:

In accordance with provisions of Administrative Bulletin 207.7, the Auditor-Controller has verified and concurs with the report of a total cash shortage in the amount of \$2,825.30 in the Treasurer-Tax Collector's Office

The shortage occurred on January 18, 2019 when a warrant for a refund of a duplicate property tax payment was fraudulently redeemed. The taxpayer had paid a property tax installment twice (once personally and once by his mortgage company via escrow) and the refund was stolen from his mailbox and fraudulently cashed. A forged endorsement claim has been filed with Wells Fargo but they have denied it because it was not filed timely per the provisions of the Account Depositors Agreement. The taxpayer has completed and notarized, under penalty of perjury, a Lost-Destroyed Warrant Certificate and Forged Endorsement Certificate.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Laura Strobel (925)
655-2058

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The shortage will not be relieved, cash will not be in balance.

ATTACHMENTS

Relief of Shortage Request

Office of the Auditor-Controller
Contra Costa County


Robert R. Campbell
Auditor-Controller



Harjit S. Nahal
Assistant Auditor-Controller

625 Court Street
Martinez, California 94553-1282
Phone (925) 335-8600
Fax (925) 646-2649

January 20, 2021

TO: Robert Campbell, Auditor-Controller
FROM: Harjit S. Nahal, Assistant-Auditor Controller 
SUBJECT: Relief of Shortage Request

We are looking to initiate the process of obtaining a Relief of Shortage for Carlo Eugenio due to fraudulent activity in regards to property tax refund he did not receive.

In 2019, Mr. Eugenio had a property tax installment paid twice; he made a payment and his mortgage company made a payment from his escrow account. Mr. Eugenio notified the Treasurer-Tax Collector's Office (TTC), several months later, when he realized there was a duplicate payment. TTC informed Mr. Eugenio a refund was issued on January 3, 2019 (warrant G-421238). Mr. Eugenio never received the warrant and when a request to reissue was provided to our office, it was discovered the warrant had been fraudulently redeemed on January 18, 2019.

A forged endorsement claim was subsequently filed with Wells Fargo Bank to investigate the matter. Wells Fargo denied the claim because it was not filed timely per the provisions of the Account Depositors Agreement. In December of 2019, we requested the claim to be re-evaluated, however following several months of discussions with Wells Fargo, the TTC informed us in March 2020 the original denial by Wells Fargo remained in place.

The County District Attorney's Office was notified of the situation. However, due to the refund being successfully redeemed, it was suggested the crime should be investigated by the local law enforcement agency that has jurisdiction.

We believe the taxpayer, Carlo Eugenio, is entitled to the property tax refund, therefore, we are pursuing a relief of shortage so a replacement refund of \$2,825.30 can be reissued. Mr. Eugenio, has completed and notarized, under penalty of perjury, an updated Lost-Destroyed Warrant Certificate and Forged Endorsement Certificate.

Attached are supporting documents related to the claim. Please let me know if you require any additional information in order to approve request of refund for Mr. Eugenio.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: March 2, 2021

Subject: San Ramon Valley Fire Protection District - Emergency Response Area IV

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an agreement with the San Ramon Valley Fire Protection District extending the term of the existing emergency ambulance agreement for Emergency Response Area IV through April 30, 2021.

FISCAL IMPACT:

No anticipated General Fund impact; this is a nonfinancial agreement.

BACKGROUND:

Emergency Response Area IV is one of five ambulance operating areas in Contra Costa County. On December 9, 2008, the Board of Supervisors approved an ambulance services contract with the San Ramon Valley Fire Protection District (Contract No. 23-055-19) for the provision of emergency ambulance services in Emergency Response Area IV (San Ramon Valley area) through October 31, 2018. This contract, as amended by Contract Nos. 23-055-20 through 23-055-23, expires February 28, 2021. The County and the Fire District have been negotiating a new long-term emergency ambulance services contract that would authorize the District to continue providing emergency ambulance services in Emergency Response Area IV pursuant to the State EMS Act. The purpose of extending the term of the existing contract with the Fire District from February 28, 2021, through April 30, 2021, is to give the parties more time to continue negotiating a long-term contract.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Enid Mendoza,
(925)655-2051

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The current contract would expire on February 28, 2021.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: March 2, 2021

Subject: Authorize Annual Recurring Payment between Contra Costa County and Compliance Services, LLC, for Affordable Housing Monitoring Software

RECOMMENDATION(S):

1. APPROVE and AUTHORIZE the Director of Conservation and Development to approve, effective May 5, 2020, an annual recurring payment to Compliance Services, LLC, in the amount of \$75,000, plus additional user fees of \$500 per user annually, additional property fees of \$6 per unit annually, set up fees of \$175 per property, and annual increases in license fees of up to five percent per year, for each year that the Master Software License and Hosting Agreement (Agreement) between the County and Compliance Services, LLC, remains effective.
2. DIRECT the Auditor-Controller to pay Compliance Services, LLC, the annual recurring payment and other fees, charges, and annual increases required each year the Agreement remains in effect following approval of the fees and charges by the Director of Conservation and Development.
3. AUTHORIZE the Director of Conservation and Development, or designee, to terminate the Agreement when the Director of Conservation and Development, or designee, determines the software and services are no longer required by the County.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

Contact: Deidre Hodgers,
925-674-7290

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

By: , Deputy

cc:

FISCAL IMPACT:

No impact to the County General Fund. Contract costs are covered by a combination of federal grant administrative funds (Community Development Block Grant and HOME Investment Partnership program) and multi-family mortgage revenue bond administrative funds, with a division of costs varying annually by number of units funded by each program originally. In 2020, the costs were allocated as 70% Bond Administrative Funds and 30% HOME funds.

BACKGROUND:

Contra Costa County manages an affordable housing compliance portfolio of 84 multi-family properties. The number of properties added each year can vary. The County is required to monitor compliance with affordability requirements for all these properties each year.

On May 6, 2008, the County became a participating public agency under a Master Software License and Hosting Agreement (agreement) between California Statewide Communities Development Authority and Compliance Services, LLC (contractor). As a participating public agency under the agreement, the County pays the contractor to license and use software that the department requires to monitor and report on affordable housing compliance.

The Contractor's monitoring and reporting system is a proprietary software that enables developers and public agencies to manage affordable housing records easily and efficiently. Real-time calculations and reports ensure compliance with federal, state, and local income and rent restrictions.

Prior to implementing the web-based compliance system, the County devoted approximately 60% of a full time Housing Technician position to multi-family compliance matters. Because the web-based compliance system has made the process of completing federal and state monitoring reports much more efficient, the staffing requirement has dropped to approximately 25% of a full-time staff position. The value of the increase in efficiency will continue to be realized as the County's portfolio grows. Equally important, management staff now has access to compliance data in a format that is easily accessed and analyzed.

Under the agreement, the County pays the Contractor a base charge of \$75,000 for the existing housing projects, a \$175 one-time set-up fee for each new project that is added, and additional annual charges of \$6 per unit per new project. Additional users can be added for \$500 per user per year. The agreement also authorizes license fee increases of up to five percent per year. Currently, the license fees are \$74,457.81 per year.

After the initial five-year term of the agreement, the agreement renews for successive one-year terms until the County terminates the agreement at least five days before the next renewal. Because of this evergreen term, the department requires Board authorization to make payments under the agreement until the agreement is terminated. Staff recommend that the Board approve making these annual payments, inclusive of the base charge, set up fees, additional charges per added unit, additional user charges, and annual cost increases, all as required under the agreement, to ensure staff have uninterrupted access to affordable housing reporting and monitoring software during the term of the agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If the renewal licensing fees are not approved, the County will not have access to the reporting and monitoring program and additional staff will be required to oversee these matters.

ATTACHMENTS

Master Software License and Hosting Agreement

MASTER SOFTWARE LICENSE & HOSTING AGREEMENT

This MASTER SOFTWARE LICENSE & HOSTING AGREEMENT (this "Agreement") is entered into as of 6/27/07 ("Effective Date"), by and between Compliance Services, LLC ("Licensor") under arrangement with the U.S. Communities Purchasing & Finance Agency, and the purchaser of the software licensed hereunder, the California Statewide Communities Development Authority (the "Customer"), and describes the terms and conditions pursuant to which Licensor shall license such software to Customer.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. Definitions.

1.1. "Confidential Information" means all Software (as that term is defined below), Documentation (as that term is defined below), information, data, drawings, benchmark tests (including tests performed by Customer), specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Customer by Licensor or supplied to Licensor by Customer, including all items identified as the confidential or proprietary information of Licensor by use of the term "confidential information" or similar term in any other agreement between Customer and Licensor whether executed prior to or after the Parties entered into this Agreement.

1.2. "Documentation" means any instructions manuals or other materials, and on-line help files, regarding the use of the Software.

1.3. "License Fees" has the meaning given to it in Section 5.1 hereof.

1.4. "Services" means the services described on Exhibit B, which is hereby incorporated by reference.

1.5. "Software" means the computer software program described on Exhibit A and A1, which is hereby incorporated by reference.

1.6. "Term" has the meaning given to it in Section 10.1 hereof.

1.7. "Update" means a release or version of the Software containing functional enhancements, extensions, error corrections or fixes that is generally made available (other than media and handling charges) to Licensor's customers who have contracted for Services.

1.8. "Use" of Software means executing, accessing or displaying the Software while it is hosted by Licensor.

1.9. "User" means all of Customer's employees, officers, and directors, and also including contractors subcontractors directly employed, managed, and controlled by Customer in a manner resembling an employer-employee relationship, who have authorization to access the Software.

2. Grant of License.

2.1. **Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Customer a limited, nonexclusive, nonsublicenseable, revocable and nontransferable license to (a) use the Software described on Exhibit A and A1, (b) use the Documentation in connection with use of the Software, and (c) provide the number of Users set forth on Exhibit A and A1 with access to the Software.

2.2. **Delivery.** Licensor shall host the Software on its servers and make it available to Customer as described in this Agreement. Licensor shall make available via electronic download the Documentation and updates thereto. Customer acknowledges that no copy of the Software or the source code of the Software will be provided to Customer.

3. **Ownership.** The license granted by Licensor to Customer herein transfers to Customer neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights,

patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein. Licensor retains all right, title and interest in and to the Software and Documentation and any enhancements and modifications thereto. Customer retains all right, title and interest in and to any data provided by Customer and which is stored using the Software or any of Licensor's systems.

4. License Restrictions.

4.1. **Restrictions.** Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

4.1.1. allow more than the maximum number (if applicable) of authorized, licensed Users or concurrent Users set forth on Exhibit A and A1 to access and/or use the Software;

4.1.2. modify, decompile, disassemble, reverse engineer, or otherwise translate the Software, in whole or in part;

4.1.3. write or develop any derivative software or any other software program based upon the Software or any Confidential Information;

4.1.4. use the Software to provide services to third parties, or otherwise use the Software on a 'service bureau' or time-sharing basis;

4.1.5. sublicense the Software to any third party;

4.1.6. provide, disclose, divulge or make available to, or permit use of the Software by any third party, other than Customer's Users, without Licensor's prior written consent, except as described pursuant to Section 11.13; or

4.1.7. disable or modify any licensing control features of the Software.

5. License and Service Fees.

5.1. **Fees.** In consideration of the license granted pursuant to Section 2.1, Customer agrees to pay Licensor the license fees specified on Exhibit A and A1 ("License Fees") and the fees for Services specified in Exhibit B ("Service Fees").

5.2. **Payments.** Customer shall pay the full invoiced amount according to the payment terms specified on Exhibit A and A1 and/or Exhibit B.

5.3. **Taxes.** All charges and fees provided for in this Agreement are exclusive of and do not include any taxes, duties, or similar charges imposed by any government. Customer agrees to pay or reimburse Licensor for all federal, state, or local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of Licensor). Customer agrees to hold harmless Licensor from all claims and liabilities arising from Customer's failure to report or pay such taxes.

6. Services; Modification of Software.

6.1. Subject to timely payment in full of all amounts payable by Customer to Licensor hereunder, including, without limitation, the Services Fees set forth on Exhibit B, Customer shall receive Maintenance, Support and Hosting in accordance with the terms of Exhibit B.

6.2. To the extent that Customer desires services beyond those provided on Exhibit B, including but not limited to having the Software modified to an extent greater than that provided for on Exhibit B, the parties shall discuss any such services and shall negotiate to determine the fees therefor. If the parties are unable to negotiate and agree on such terms, Licensor shall have no duty to provide any such services.

7. Limited Warranty and Limitation of Liability.

7.1. Licensor warrants that during the Term the Software will perform in substantial accordance with the Documentation. If during the Term the Software does not perform as warranted, Licensor shall, at its option: (1) undertake, through reasonable effort, to (a) correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass to the Software, or (b) replace such Software free of charge; or (2) if neither of the foregoing is commercially practicable, terminate this Agreement and refund to

Customer a pro rata portion, if any, of the License Fees equal to the number of days that have not yet transpired during the current billing period. The foregoing are the Customer's sole and exclusive remedies for breach of the warranty set forth in this Section 7.1. The warranty set forth above is made to and for the benefit of Customer only.

7.2. Licensor is not responsible for obsolescence of Software that may result from changes in the Customer's requirements. The warranty set forth in Section 7.1 shall apply only to the most current version of the Software issued by Licensor from time to time. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software.

7.3. **Conditions.** The warranty set forth in Section 7.1 will apply only if:

7.3.1. the Software has been used at all times in accordance with the Documentation;

7.3.2. no modification, alteration or addition has been made to the Software by persons other than Licensor or Licensor's authorized representative;

7.3.3. Customer has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation; and

7.3.4. Customer promptly notifies Licensor of the existence and nature of any defect and provides reasonable assistance and access to reproduce and resolve such defect.

7.4. **Disclaimer.** EXCEPT AS SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS", LICENSOR MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE, DOCUMENTATION, AND/OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING ANY SERVICES. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND/OR ANY OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

7.5. **Limitation of Liability.** EXCEPT WITH RESPECT TO (A) LICENSOR'S OBLIGATIONS PURSUANT TO SECTION 8.1, (B) CUSTOMER'S OBLIGATIONS PURSUANT TO SECTION 8.3 AND (C) EACH PARTY'S OBLIGATIONS PURSUANT TO SECTION 9.1, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, LICENSOR WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR ANY SERVICES. EXCEPT WITH RESPECT TO (A) LICENSOR'S OBLIGATIONS PURSUANT TO SECTION 8.1, (B) CUSTOMER'S OBLIGATIONS PURSUANT TO SECTION 8.3 AND (C) EACH PARTY'S OBLIGATIONS PURSUANT TO SECTION 9.1, EACH PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR DAMAGES WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEES ACTUALLY PAID BY CUSTOMER TO LICENSOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 7 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND LICENSOR. LICENSOR'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF REMEDY PROVIDED HEREIN. FOR PURPOSES OF THIS SECTION 7.5, (A) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT ARE RECOVERABLE PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO COSTS, EXPENSES AND LIABILITIES INCURRED, INCLUDING WITHOUT LIMITATION, JUDGMENTS, FINES, PENALTIES, ATTORNEYS' FEES AND COSTS, AND COSTS OF MITIGATION AND (B) IN NO EVENT SHALL RECOVERABLE INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BE DEEMED TO INCLUDE ANY AMOUNTS ATTRIBUTABLE TO LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OR LOST DATA.

8. Indemnification.

8.1. Licensor Indemnification. Licensor shall indemnify, hold harmless and defend or settle any claim (including reasonable attorneys' fees and costs), action or allegation brought against Customer as a result of Licensor's material breach of this Agreement.

8.2. Customer Indemnification. Customer shall indemnify and hold harmless Licensor, its directors, officers, managers, members, employees, contractors, agents, representatives, attorneys, successors and assigns, from any claims, demands, losses, liabilities, costs and expenses (including reasonable attorneys' fees, and, in any way, arising out of Customer's use of Software).

8.3. Indemnification Logistics. Each party's liabilities under this Section 8 are contingent upon the other party ("Notifying Party") providing prompt written notice to the other party ("Notified Party") of any such claim, action or allegation and gives that Notified Party the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion so long as such settlement does not adversely affect the Notifying Party, and the Notifying Party may not settle or compromise such claim, action or allegation, except with prior written consent of the Notified Party. Notifying Party shall give such assistance and information as Notified Party may reasonably require to settle or to oppose such claims.

9. Confidential Information.

9.1. Non-Use and Non-Disclosure. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without Licensor's prior written consent. Customer agrees to exercise due care in protecting the Confidential Information from unauthorized use or disclosure. However, Customer does not bear responsibility for safeguarding information that is publicly available, already in their possession and not subject to a confidentiality obligation, obtained by the other party from third parties without restrictions on disclosure, independently developed by themselves without reference to Confidential Information, or to the extent required to be disclosed by order of a court or other governmental entity.

9.2. Remedy. In the event of actual or threatened breach of the provisions of Section 9.1 or 10.3 by one party, the other party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual money damages. Exercise of the right to obtain injunctive and other equitable relief will not limit any rights to seek further remedies.

10. Term and Termination.

10.1. Term. This Agreement shall commence on the Effective Date and continue for the period described on Exhibit A or A1 (the "Term").

10.2. Termination by Licensor. Licensor may, by written notice to Customer, terminate this Agreement if any of the following events ("Termination Events") occur:

10.2.1. Customer fails to pay any amount due Licensor within ten (10) calendar days after Licensor gives Customer written notice of such nonpayment;

10.2.2. Customer is in material breach of any non-monetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) calendar days after Licensor gives Customer written notice of such breach;

10.2.3. Customer (a) terminates or suspends its business or (b) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (c) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or

10.3. Effect of Termination. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Within thirty (30) calendar days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Customer shall return the Software, if applicable, and all copies, in whole or in part, all Documentation relating thereto, and any other Confidential Information in its possession that is in tangible form, and shall furnish

Licensor with a certificate signed by an executive officer of Customer verifying that the same has been done. Within thirty (30) business days after any termination or expiration of this Agreement, Licensor shall deliver a complete copy of all of Customer's data which is stored on any of Licensor's systems. Such data shall be in .csv format.

10.4. **Survival.** The following provisions shall survive termination of this Agreement: Sections 1, 3, 5, 7, 8, 9, 10.3, 10.4, and 11.

11. Miscellaneous.

11.1. **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, without the express prior written consent of Licensor. Notwithstanding the foregoing, either party may assign this Agreement and all its rights and obligations under this Agreement in the event of a sale of such party, whether by sale of all or substantially all of such party's assets or by merger, consolidation or the like, or a change in control of such party. This Agreement will be binding upon and inure to the benefit of each of the parties hereto, their respective legal successors and permitted assigns. Any assignment in violation of the foregoing shall be void.

11.2. **Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by fax to the recipient's fax number set forth below its signature hereto, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the address set forth below the recipient's signature hereto. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, upon confirmation of fax transmission or one (1) business day after delivery to an overnight air courier service.

11.3. **Force Majeure.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions. A party's inability to meet its financial obligations shall not constitute a force majeure event.

11.4. **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

11.5. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

11.6. **Integration.** This Agreement (including all the Exhibits attached hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties and specifically referencing the modified provisions of this Agreement.

11.7. **Superseding Terms.** No terms, provisions or conditions of any current or future purchase order, sales order, acknowledgment or other business form that the parties may use in connection with the current or future orders to license the Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Licensor to object to such terms, provisions or conditions.

11.8. **Export.** Customer may not export or re-export the Software without the prior written consent of Licensor and without the appropriate United States and foreign government licenses.

11.9. **U.S. Government Restricted Rights.** Software and accompanying Documentation have been developed entirely at private expense. They are delivered and licensed as "commercial computer software" as defined in DFARS 252.227-7013 (Oct 1988), DFARS 252.211-7015 (May 1991) or DFARS 252.227-7014 (Jun 1995), as a "commercial item" as defined in FAR 2.101(a), or as "Restricted computer software" as defined in FAR 52.227-19 (Jun 1987) (or any equivalent agency regulation or contract clause), whichever is applicable. Customer has only those rights provided for Software and any accompanying documentation by the applicable FAR or DFARS clause.

11.10. **Governing Law.** This Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

11.11. **Attorneys Fees.** In any dispute between the parties, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

11.12. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile, and faxed signatures shall be deemed originals.

11.13. **Participating Public Agencies.** The California Statewide Communities Development Authority has designated the U.S. Communities Purchasing & Finance Agency ("U.S. Communities") as the agency to provide administrative services related to purchases by other governmental agencies ("Participating Public Agencies") under this Agreement. Upon the Licensor entering into the requisite U.S. Communities Administration Agreement, Participating Public Agencies may acquire for their own use licenses listed in this Agreement. Such acquisition(s) shall be at the prices stated in this Agreement or lower. The grant by the Licensor of licenses to Participating Public Agencies shall be evidenced through the execution by the licensor and each Participating Public Agency of a Supplemental Software, Fees, Users, Term Sheet in the form of Exhibit A1. In no event shall the California Statewide Communities Development Authority be considered a dealer, remarketer, agent, or representative of the Licensor. The California Statewide Communities Development Authority shall not be held liable for any costs, damages, etc. incurred by any Participating Public Agency.

IN WITNESS WHEREOF, duly authorized representatives of each of the parties has executed this Agreement.

Licensors

By: 

Title: COO

Date: 6/27/2007

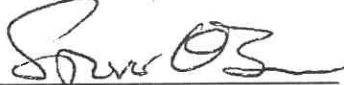
Address: 2033 N. MAIN ST.

700

WALNUT CREEK, CA 94596

Fax: 6/27/2007

Customer

By: 

Title: Commissioner

Date: 6/27/07

Address: 1100 K St. Suite 101

Sacramento, CA 95814

Fax: (916) 441-5507



**U.S.
COMMUNITIES**

Government Purchasers Saving You Money

Founding Co-Sponsors



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to terms and conditions hereof through U.S. Communities registration to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products;

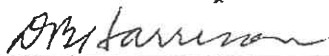
NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

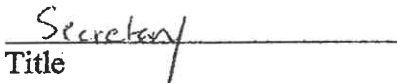
**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
CERTIFICATE**

I hereby acknowledge, on behalf of the California Statewide Communities Development Authority (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreement and purchase of products (in this case, licenses) that from time to time are made available by the Lead Public Agency to Participating Public Agencies through U.S. Communities. Copies of the Master Agreement and any amendments thereto made available by Lead Public Agency will be provided to Supplier and U.S. Communities to facilitate use by Participating Public Agencies.

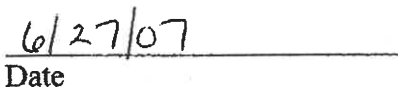
I understand that the purchase of one or more products (in this case, licenses) under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, California Statewide
Communities Development Authority



Title



Date

EXHIBIT A
SOFTWARE, FEES, USERS, TERM SHEET FOR
THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

Note: This exhibit shall be superseded in its entirety by Exhibit A1 for use of the Agreement by any entity other than the California Statewide Communities Development Authority

Software Description:

The Software is the Licensor's web-based housing compliance software. Users of the Software can access the Housing Compliance software from a standard web browser.

- Software description:
 - The Software will enable the monitoring of the compliance of affordable housing properties with various government regulations. The functionality of the Software will be accessed via password access at the www.housingcompliance.org website.
- Customer hardware requirements (Customer is solely responsible for providing or acquiring this hardware and expressly acknowledges that Licensor is not responsible for providing this hardware):
 - Any computer that supports the Software, such as Pentium-based or equivalent computers running Windows XP, Windows NT, Windows 2000, or Apple Macintosh.
- Customer software requirements (Customer is solely responsible for acquiring separate licenses for these components, and expressly acknowledges that Licensor is not responsible for providing this software):
 - Licensor supports the following client browsers: Netscape Navigator, versions 7.0 or higher, Microsoft Internet Explorer, versions 6.0 or higher, Mozilla Firefox version 2.0 or higher
 - Other client browser software programs may work successfully, but are not directly supported by Licensor.
 - Software requires the following additional software: MS Word, versions 2003 or higher, Excel versions 2003 or higher, and Adobe Acrobat Reader, versions 5.0 or higher.

Licensor may alter the software from time-to-time as ongoing fixes and improvements are made. As such the screen view may change. Best efforts will be made to communicate such changes to Users in advance.

Licensor may alter the list of required hardware and supporting software from time-to-time, but will attempt to retain compatibility with Customer's existing hardware and supporting software.

Licensor is not responsible for the cost, installation, maintenance or support of any third-party software, hardware, or functionality developed as custom modifications to the Software.

Hosting of all Software will be provided by Licensor; Customer is responsible for providing its own Internet connection to Use the Software.

License Fees – Such fees shall be as stated in the Third Amendment to Amended and Restated Agreement for Services.

Minimum Number of Licensed Users – Customer shall at all times have at least 1 licensed named User(s). Customer may at any time during this Agreement and without the assistance of Licensor add additional licensed Users simply by creating new Users within the Software. Likewise, Customer may also reduce the number of licensed Users down to the Minimum Number of licensed Users by deactivating Users within the Software.

Term of Agreement – The initial term of this Agreement is one year. Thereafter, this Agreement shall automatically renew for successive one-year periods unless Customer provides Licensor written notice of termination at least five (5) calendar days prior to the renewal date. Licensor reserves the right to alter its fees in conjunction with an annual renewal of this Agreement provided that such alteration occurs at least ten (10) calendar days prior to the renewal date.

EXHIBIT A1

**SUPPLEMENTAL SOFTWARE, FEES, USERS, TERM SHEET FOR
PARTICIPATING PUBLIC AGENCIES**

WHEREAS, the California Statewide Communities Development Authority (the "Customer") under an arrangement with the U.S. Communities Purchasing & Finance Agency have entered into a Software License & Hosting Agreement ("Agreement") with Compliance Services, LLC ("Licensor") dated 6/27/07; and

WHEREAS, the Customer and the Licensor wish to permit Participating Public Agencies, as described in Section 11.13 of the Agreement, to acquire licenses for their own use per the terms and conditions of the Agreement; and

WHEREAS, the Licensor has entered into the U.S. Communities Administration Agreement, as stipulated by Section 11.13 of the Agreement; and

WHEREAS, the Participating Public Agency known herein as **Contra Costa County** (the "Participating Public Agency") has executed the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement via electronic registration at www.uscommunities.org;

NOW THEREFORE SHALL IT BE KNOWN that by execution of this Exhibit A1 to the Agreement that the Participating Public Agency shall be granted a limited, nonexclusive, non-sublicenseable, revocable and nontransferable license per the terms and conditions of the Agreement, as amended by the provisions of this Exhibit A1.

Software Description:

The Software is the Licensor's web-based housing compliance software. Users of the Software can access the Housing Compliance software from a standard web browser.

- Software description:
 - The Software will enable the compliance monitoring of affordable housing properties with various government regulations. The functionality of the Software will be accessed via password at the www.housingcompliance.org website.
- Participating Public Agency hardware requirements (Participating Public Agency is solely responsible for providing or acquiring this hardware and expressly acknowledges that Licensor is not responsible for providing this hardware):
 - Any computer that supports the Software, such as Pentium-based or equivalent computers running Windows XP, Windows NT, Windows 2000, or Apple Macintosh.
- Participating Public Agency software requirements (Participating Public Agency is solely responsible for acquiring separate licenses for these components, and expressly acknowledges that Licensor is not responsible for providing this software):
 - Licensor supports the following client browsers: Netscape Navigator, versions 7.0 or higher, Microsoft Internet Explorer, versions 6.0 or higher, Mozilla Firefox version 2.0 or higher
 - Other client browser software programs may work successfully, but are not directly supported by Licensor.
 - Software requires the following additional software: MS Word, versions 2003 or higher, Excel versions 2003 or higher, and Adobe Acrobat Reader, versions 5.0 or higher.

Licensor may alter the software from time-to-time as ongoing fixes and improvements are made. As such the screen view may change. Best efforts will be made to communicate such changes to Users in advance.

Licensor may alter the list of required hardware and supporting software from time-to-time, but will attempt to retain compatibility with Participating Public Agency's existing hardware and supporting software.

Licensors are not responsible for the cost, installation, maintenance or support of any third-party software, hardware, or functionality developed as custom modifications to the Software.

Hosting of all Software will be provided by Licensor; Participating Public Agency is responsible for providing its own Internet connection to Use the Software.

Annual License Fees – \$1,000 per property for initial 64 properties (see Exhibit C) Additional properties can be added to this agreement for .50 cents per unit per month (\$6.00 per unit per year). For example, the incremental license fee for the Transit Village Project of 424 units is \$2,544 per year. Additional properties may be added at any time. License fees to be paid on total units in the property. Additional fees will be applicable as identified in Exhibit B of the Agreement.

Adding Properties – Additional properties will be added to the database within 7 working days of receipt of all recorded agreements governing affordability restrictions on the property and the “New Property” excel worksheet.

License Fee Adjustments – License fee pricing will remain in effect for the first twelve (12) months of the Contract. An initial price adjustment can be requested after the first twelve (12) month period of the contract. Subsequent requests can be submitted on an annual basis. Request for price adjustments must be supported by appropriate written documentation such as the Consumer Price Index. If the Participating Public Agency approves the adjusted price terms, Participating Public Agency shall issue written approval of the change and the effective date of the new pricing. Price increase shall not exceed five (5%) over one (1) calendar year period. Price adjustments will not be retroactive. Price adjustments are effective immediately.

One Time Set-Up Fee – Set up costs to be priced at \$175 per hour to load database. Up to two users (2) will be allowed per property. Additional users can be added for \$500 annually per user. Costs shall not exceed those listed in “One Time Fees” as listed in Exhibit B.

Custom Coding Fee – to be priced based on the scope of work and customization needed at \$175 per hour. Costs shall not exceed those listed in “One Time Fees” as listed in Exhibit B.

Authorized Representative – The County shall designate a representative who will be Licensor’s primary contact person for this project. The Authorized Representative is to be identified in Exhibit D.

Minimum Number of Licensed Users – Participating Public Agency shall at all times have at least 1 licensed named User(s). Participating Public Agency may at any time during this Agreement and without the assistance of Licensor add additional licensed Users simply by creating new Users within the Software. Likewise, Participating Public Agency may also reduce the number of licensed Users down to the Minimum Number of licensed Users by deactivating Users within the Software.

Billing and Payment Terms – The annual license fees, plus any additional fees specified above, will be billed upon signature of this Exhibit A1. Thereafter, Participating Public Agency shall be billed annually in advance. Increases and decreases in the number of Users and the number of units shall be prorated to the month added/deactivated and billed in the following month. Payment terms are net thirty (30) calendar days from date of invoice.

For one-time fees, a deposit of 50% is due prior to commencement of the work. The final balance is due after a 30 day trial period by the County. Licensor will notify the County the start and finish date of the 30 day trial period.

Modification – The Agreement may only be modified by written amendment authorized by the Participating Public Agency Board of Supervisors and executed by the Participating Public Agency and Licensor.

Term of Agreement – The initial term of this Agreement is five years. Thereafter, this Agreement shall automatically renew for successive one-year periods unless Participating Public Agency provides Licensor written notice of termination at least five (5) calendar days prior to the renewal date. Licensor reserves the right to alter its fees in conjunction this Agreement provided that such alteration occurs at least ten (10) calendar days prior to the renewal date.

The Agreement shall remain in effect until termination by a party giving 30 days written notice to Compliance Services LLC at 2033 N. Main Street, Suite 700, Walnut Creek CA 94549.

EXHIBIT B
SERVICES AGREEMENT

Subject to Customer's timely and full payment to Licensor of the fees set forth below, Licensor will perform the services outlined below as have been agreed upon by both Customer and Licensor. As stated in Section 6 of the Agreement, any modifications will be discussed and agreed upon by both parties. For any modifications that exceed the scope of the services outlined below, an estimate will be prepared by Licensor.

Services

- **Web-based Compliance Reporting System:**
 - Set-up Fee (one time):
 - Load property and related regulatory agreements and compliance requirements into the database. Recorded regulatory agreements will be scanned into the system. Up to six additional .pdf files will be loaded into the database for each property. Customer must provide the files in .pdf format.
- **Software License**— a license will be granted for up to 3 users per property. Additional users can be added for \$500 per user. Online reporting and tracking system will be used to provide reporting capabilities to properties. Customer will have remote internet access to the compliance reporting system via user accounts. User training will be provided via web based conference call. A detailed User Guide will also be provided. Software is web-based and is accessible by Customer 24 hours a day, 7 days a week (with the exception of scheduled maintenance).
- **Custom Coding** – HCD rents and other applicable income limits and other custom coding as desired by client will be performed at a rate of \$175 per hour. This is a one time fee to cover the custom coding.

Customer agrees to pay the fees set forth below in connection with the services outlined in Exhibit B of the Agreement. Any changes to the project which significantly impacts the amount of work will be considered outside the scope of this schedule, as per Section 6 of the Agreement.

Work Item	One time	Recurring
One Time Fees		
Set-up Fees for 65 Properties	\$ 87,000	
Recurring Fees		
Software License for 65 Properties		\$ 66,544
Total	\$ 87,000	\$ 66,544

Assumptions

Customer must provide a recorded copy of the Regulatory Agreements for all funding agencies and properties. Work will not begin until copies of all recorded Regulatory Agreements are received. Additionally, the exact report format required for all reports to the public agency will be provided by the Customer.

IN WITNESS WHEREOF, duly authorized representatives of each of the parties has executed this Exhibit B to the Agreement.

Licensor:
Compliance Services, LLC

By: Romattemi

Title: Compliance Director

Date: 4-21-08

Address:
U.S. Communities Compliance Services
2033 N. Main St, Suite 700
Walnut Creek, CA 94596

Fax: (925) 933-8457

Participating Public Agency

By: Jamie Kurned
Title: Safety Director Redevelopment

Date: _____
Address: 2530 Arnold Dr. Ste 190
Martinez CA 94553

Fax: (925) 335-7201

Exhibit C

1. Acalanes Court
1988 Trinity Avenue
Walnut Creek, CA 94596
2. Alvarez Court
760 Alvarez Court
Pinole, CA
3. Antioch Hillcrest Terrace
3420 Deer Valley Road
Antioch, Ca 94509
4. Aspen Court
121 Aspen Drive
Pacheco, Ca 94553
5. Bella Monte Townhomes
2420 Willow Pass Road
Bay Point, CA 94565
6. Bollinger Crest Apartments
4000 Bollinger Crest
San Ramon CA 94583
7. Byron Park
1700 Tice Valley Boulevard
Walnut Creek CA 94595
8. Caldera Place
2401 Bonifacio Place
Concord, Ca 94520
9. Camara Circle
2554 A Camara Circle
Concord, Ca 94520
10. Canyon Oaks at Windemere
1 Amberstone Lane
San Ramon CA 94583
11. Carquinez Vista Manor (Crockett
Senior)
1212 Wanda Street
Crockett, Ca 94525
12. Chesley Apartments
802 Chesley Avenue
Richmond CA 94801

13. Church Lane/Rubicon
2555 Church Lane
San Pablo, Ca 94806
14. Coggins Square Apartments
1316 Las Juntas
Walnut Creek, Ca 94597
15. Columbia Park Manor
1780 Chester Drive
Pittsburg, Ca 94565
16. Community Heritage
North Richmond Senior Housing
1555 Third Street
North Richmond, Ca 94801
17. Cornerstone Apartments
2200 Brookcliff Circle
San Ramon CA 94583
18. Courtyards @ Cypress Grove
2010 Rubens Way
Oakley, CA 94561
19. Creekview Apartments/Muirlands
1108 Crestfield Drive
San Ramon CA94582
20. Crescent Park Apartments
5000 Hartnett Avenue
Richmond CA 94804
21. Cypress Meadows
3950 Lone Tree Way
Antioch CA 94509
22. Del Norte Place
11720 San Pablo Avenue
El Cerrito CA 94509
23. Delta View Apartments
3915 Delta Fair Boulevard
Antioch CA 94509
24. El Cerrito Royale
6510 Gladys Street
El Cerrito CA 94530
25. Elaine Null Apts/Alves Lane
300 Water Street
Bay Point, Ca 94565

26. Falcon Bridge
500 Copperset Road
San Ramon CA 94583
27. Gateway Apartments
Pittsburg CA 94565
28. Giant Road
Giant Road
San Pablo
29. Golden Oak Manor/EAH
5000 Kelsey Lane
Oakley, Ca 94561
30. Heritage Park & Hilltop
3811 Lakeside Drive
Richmond CA 94806
31. Hidden Cove Apartments
2901 Mary Ann Lane
Bay Point CA 94565
32. Hilltop Commons Apartments
15690 Crestwood Drive
San Pablo CA 94806
33. Lafayette Town Center
3594 Mt. Diablo Boulevard
Lafayette CA 94549
34. Lakeshore Apartments
600 Wilbur Avenue
Antioch CA 94509
35. Lakeside Apartments
1897 Oakmead Drive
Concord CA 94520
36. Liberty Village Apartments
298 W. Chanslor
Richmond CA 94801
37. Marina Heights
2 Marina Boulevard
Pittsburg CA 94565
38. Mill Creek at Windemere
2100 Waterstone Place
San Ramon CA 94583
39. Mission Bay Apartments
1056 Weldon Lane
Bay Point CA 94565

40. Park Regency Apartments
3128 Oak Road
Walnut Creek CA 94597
41. Pinecrest Apartments
1945 Cavallo Road
Antioch, Ca 94509
42. Pinole Grove
800 John Street
Pinole, CA 94564
43. Presidio Village
200 Presidio Lane
Pittsburg, CA 94565
44. Riley Court
2050-2061 Riley Court
Concord
45. Rivershore Apartments
1123 Shoreview Court
Bay Point CA 94565
46. RiverStone Apartments
2200 Sycamore Drive
Antioch CA 94509
47. Rodeo Gateway Senior
710 Willow
Rodeo, Ca 94572
48. Rumrill Place/LFCD and OCHI
1883 Rumrill Rd
San Pablo, Ca 94806
49. Runaway Bay
2201 San Jose Drive
Antioch CA 94509
50. The Seasons Apartment Homes
125 Cedar Pointe Loop
San Ramon CA 94583
51. Sierra Gardens
175 Sierra Road
Walnut Creek, Ca 94596
52. Silver Oak Apartments/Oakley Main St.
4991 Gardenia Ave.
Oakley, Ca 94561

- 53. Sycamore Place
1100 Sycamore Court
Brentwood, Ca 94513

- 54. Sycamore Place II
161 Sycamore Ave
Brentwood CA 94513

- 55. Sycamore Place
35 Laurel Drive
Danville, Ca 94526

- 56. Terrace Glen Apartments/RCD
107 West 20th St.
Antioch, Ca 94509

- 57. The Landings
935 East St.,
Pittsburg, Ca 94565

- 58. Tice Oaks
2150 Tice Valley Blvd
Walnut Creek, Ca 94595

- 59. Victoria Green
163 Paradise
Hercules, Ca

- 60. Villas @ Monterosso
1000 Casablanca Terrace
Danville CA 94506

- 61. Virginia Lane
(Maplewood/Golden Glen/Eden)
1121-1140 Virginia Lane
Concord

- 62. West Rivertown
811 West 4th Street
Antioch, Ca 94509

- 63. Willowbrook Apartments
110 Bailey Road
Bay Point CA 94565

- 64. 63 Unit Property (TBD)

Compliance Services – Project Changes
4/14/08

Delete:

- 7. Byron Park – 187 units
- 11. Carquinez Vista – 36 units
- 53. Sycamore Place – 41 units
- 54. Sycamore Place II – 39 units
- 57. The Landings – 8 units
- 64. TBD – 63 units

Total units - 374

Add:

Brentwood Senior Commons – 80 units
Brentwood, CA

Casa Adobe – 54 units
San Pablo, CA

Grayson Creek – 70 units
Pleasant Hill, CA

Hookston Manor – 100 units
Pleasant Hill, CA

Rivertown Place – 40 units
Antioch, CA

Samara Terrace – 52 units
Hercules, CA

Villa Vasconcellos – 70 units
Walnut Creek, CA

Total units - 466

EXHIBIT D

CONTRA COSTA COUNTY CONTACTS FOR COMPLIANCE SERVICES

Primary Contact

Name: Jim Kennedy

Title: Deputy Director - Redevelopment

Mailing Address: 2530 Arnold Drive Suit 190 Martinez, CA 94553

Delivery Address (if different):

E-mail: jkenn@cd.cccounty.us

Telephone: (925) 335-7225

Fax: (925) 335-7201

Secondary Contact

Name: Kara Doublas

Title: Housing Program Manager

Mailing Address: 2530 Arnold Drive Suite 190 Martinez, CA 94553

Delivery Address (if different):

E-mail: kdoug@cd.cccounty.us

Telephone: (925) 335-7223

Fax: (925) 335-7201

[Add additional contacts as needed]



Contra
Costa
County

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

Subject: Quarterly Report of the Post Retirement Health Benefits Trust Agreement Advisory Body

RECOMMENDATION(S):

ACCEPT quarterly report of the Post Retirement Health Benefits Trust Agreement Advisory Body.

FISCAL IMPACT:

No specific fiscal impact. This is a quarterly report of the County's assets in the Public Agency Retirement Services (PARS) Public Agencies Post-Retirement Health Care Plan Trust.

BACKGROUND:

On December 14, 2010, the Board of Supervisors directed the formation of a Post Retirement Health Benefits Trust Agreement Advisory Body (consisting of the County Administrator, County Finance Director, Treasurer-Tax Collector, Auditor-Controller, and Health Services Finance Director).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/02/2021** 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: March 2, 2021

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

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Russell Watts, Treasurer-Tax Collector, Robert Campbell, Auditor-Controller, Patrick Godley, HSD Chief Financial Officer

BACKGROUND: (CONT'D)

At its meeting of August 4, 2011, the body discussed and reviewed final report formats with HighMark Capital Management and made recommendations regarding a final standardized quarterly report. The attached report is in the standardized format.

The following is the investment summary for the period ending December 31, 2020:

Investment Summary	Fourth Quarter 2020
Beginning Value	\$356,424,651.75
Net Contributions/Withdrawals	5,039,008.87
Fees Deducted	-50,980.92
Income Received	6,874,330.21
Market Appreciation	30,709,382.62
Net Change in Accrued Income	7,203.36
Market Value	\$399,003,595.89

Additional Materials -

A Post Retirement Health Benefits Trust Agreement Advisory Body web-page can be found at the following address: <http://ca-contracostacounty.civicplus.com/index.aspx?NID=2915>. The page describes the function of the body, posts quarterly meeting materials, and all pertinent trust and plan documents.

ATTACHMENTS

Quarterly Report (Q4, 2020)

PARS: County of Contra Costa

Fourth Quarter 2020

**Presented by
Andrew Brown, CFA**

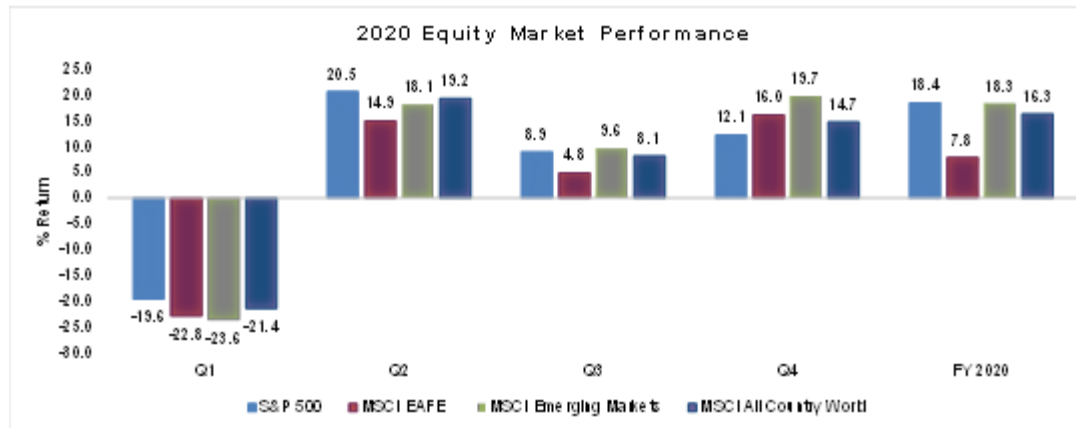
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Discussion Highlights

U.S. Economic and Market Overview

In keeping with the frenzied cadence of news flow in 2020, an eventful fourth quarter capped off a rollercoaster journey of a year that no one saw coming. A resurgence of COVID-19 cases in the U.S. and Europe was outshined by welcome news on vaccine approvals, a conclusion to the U.S. Presidential election, an additional round of fiscal stimulus and even a Brexit deal for good measure. Aside from the unfortunate spike in cases, the necessary ingredients for the global stock market to continue its monumental comeback were delivered as hoped. On balance, the good news also put upward pressure on longer-term interest rates as investors recalibrated for higher inflation and growth expectations. With the full year now in the history books, there are certainly many reasons why 2020 will not be associated with fond memories but, fortunately, full-year investment returns won't be one of them.

Most global equity and credit markets fully recovered losses from the February/March downturn, but many managed to post strong positive returns for the year – an improbable feat given the economic challenges created by the severely constraining countermeasures implemented to combat the spread of the virus. Often over the last three months, clients will ask us, “How can markets recover and continue to rise in the face of the pandemic?” While there is not one specific answer, the aggressive and enormous central bank interest rate and asset purchasing programs developed, have eased credit conditions and have allowed us to maintain an economy on life support. The result has been a boost to asset prices, and a suppression of yields to near record lows.

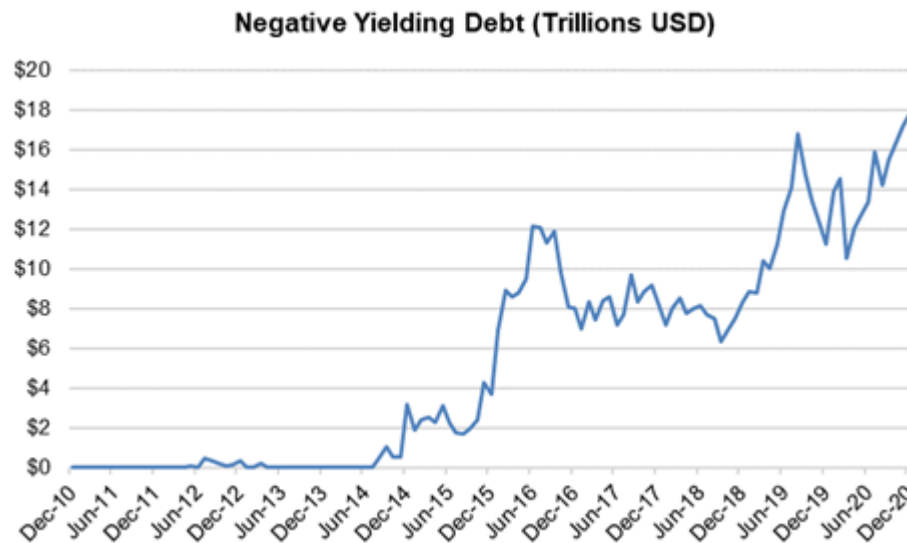


Source: Morningstar Direct

Former Federal Reserve Chairman Ben Bernanke best explains the theory and desired result of easy monetary policy through lower interest rates and quantitative easing, or central bank asset purchases, as follows:

“Easier financial conditions will promote economic growth. For example, lower mortgage rates will make housing more affordable and allow more homeowners to refinance. Lower corporate bond rates will encourage investment. And higher stock prices will boost consumer wealth and help increase confidence, which can also spur spending. Increased spending will lead to higher incomes and profits that, in a virtuous circle, will further support economic expansion.”¹

Financial policies to create a “virtuous circle” also encourage income-reliant investors to invest further out on the risk/return spectrum to generate the same income today that they generated before. This “crowding out” effect can force savers from ultra-low risk assets such as money market funds or U.S. Treasuries to seek riskier investment opportunities. Some central banks in Europe and Asia have taken crowding out to an extreme through negative interest rate policies, creating the ultimate crowding out environment resulting in roughly \$18 trillion worth of negative yielding financial assets globally. Combining this dynamic with the Fed’s new policy-making mandate to keep “lower for longer” short maturity interest rates; we believe the federal funds rate will likely hover near zero well into 2023. And the impact to the Plan will likely lead to lower investment returns from our fixed income investments over the next few years.



Source: Bloomberg, Bloomberg Barclays Global Aggregate Negative Yielding Debt Market Value USD Index

¹.Ben Bernanke, Aiding the economy: What the Fed did and why, Washington Post, November 4, 2010

Political Transition

With the Democratic Party having now taken over the Senate, albeit with a razor-thin majority, changes in tax policy and regulatory oversight might well be on the table. The potential for more expansive pandemic relief measures could also lead to an uptick in inflation. But with 60 Senate votes required to override potential Republican filibusters and pass bills, attention will shift to how moderates from both parties will react to the measures brought forward by the new administration and Congress.

In addition, the incoming Biden administration has begun to lay the foundation for an infrastructure bill that could help the economy heal from the pandemic. While the scope of the potential infrastructure bill is unclear today, we are hopeful that elements beyond constructing roads and bridges, such as expanding access to broadband and 5G, are part of the final package.

The November “Blue Wave” failed to materialize to a significant level, and Republicans did well “down ticket” in both state houses and the House of Representatives. The ambitions of Democratic progressives facing re-election in upcoming mid-terms might be tempered as legislative moderation could help with their re-election. There are several areas where both parties have indicated common ground going into 2021. That said, we are expecting corporate and income taxes to increase, but perhaps not until next year.

Finally, while the last several months have seen events in Washington D.C. take center stage, developments on the COVID-19 front will still be the major driver to both economic growth and capital market returns. Eagerly awaited vaccine approvals likely marked the beginning of the end of the pandemic. However, challenges still remain with respect to manufacturing, distribution, and implementation of vaccines throughout not only the United States, but the world.

Market Overview/Performance Discussion

Total Plan

The County of Contra Costa OPEB Plan returned 10.41% net of investment fees in the fourth quarter, which exceeded the County's Plan benchmark target of 9.97%. The Plan's equity segment gained 17.74%, led by a rebound in 'value' oriented investments. The Undiscovered Managers Behavioral Value Fund, representing small cap value investments, gained 43.26% in the fourth quarter, yet these gains barely brought the Fund back into positive territory for the year-to-date period (+3.62% 2020 calendar year return). Similarly, in the large cap segment, the Dodge & Cox Stock Fund (large cap value) was the leading gainer within the large cap segment in the quarter, up 20.86%. International equities also aided returns, with the Plan's allocation to emerging market equity manager Hartford Schroder (+21.37%) strongly outperforming the benchmark. The Dodge & Cox International Fund (+24.69%) and the American Funds New Perspective Fund (+17.21%) both posted performance that was in the top quartile of their respective international peer groups. In general, all equity categories posted double digit returns in the quarter, with the exception of our REIT equity investments, which still posted an attractive 9.06% return.

With capital markets in a 'risk-on' environment, many of the trends witnessed in the third quarter, carried over into the fourth quarter. U.S. Treasury returns, as measured by the Bloomberg Barclays Treasury Index (-0.8%) lagged both investment grade bonds and high-yield fixed income. The Bloomberg Barclays U.S. Corporate Bond Index returned 3.1% and the ICE BofA U.S. High Yield Master II Index returned 6.5%. Our fixed income segment gained 1.26% in the fourth quarter, vs. the benchmark target of 0.67%. Plan performance was supported by all managers outperforming the benchmark, and with the Plan maintaining roughly a -3% underweight to bonds. Finally, while our returns in the alternative investment segment underperformed the benchmark in the quarter (3.65% vs. 4.39% Wilshire Liquid Alternative Index), the absolute return generated exceeded both fixed income and cash investments in the quarter.

Domestic Equity

For those investors that had been patiently waiting for a relative recovery in value stocks, the fourth quarter saw value outperform growth for the first time in seven quarters. Large cap value outperformed by almost 500 basis points, and small cap value bested growth by nearly 300 basis points. In anticipation of an economic reopening in 2021, catalyzed by the Covid-19 vaccine roll-out, economically sensitive cyclical stocks surged higher. The powerful combination of potential for additional government stimulus and a vaccine-led demand recovery, also drove inflation expectations higher. Value's overweight to cyclical companies resulted in the style's outperformance in the quarter.

Driving the value outperformance were the cyclical sectors that had lagged the market up until the third quarter. Energy (+28%), Financials (+23%), and Industrials (+16%) all surged higher. While all sectors were in the green, the laggards were in the more conservative sectors including Consumer Staples (+6%), and Utilities (+7%). Riskier economically sensitive small and mid-cap stocks' outperformance over large cap gave further evidence of investors anticipating a cyclical recovery.

Throughout the quarter, there were signs building of increased speculation in the stock market. Special Purpose Access Companies (SPAC's) are vehicles for private companies to be taken public as an alternative to Initial Public Offerings (IPO's). Traditionally, more speculative companies use SPAC's to go public. SPAC's saw a 6-fold year-over-year increase in market value issuance for 2020.² Second, valuations in some areas are extremely high as the number of companies with over \$500 million market cap that have price-to-sales ratio greater than 10x doubled over the last 3 months.³ Third, the use of margin debt by individual investors, which is used to purchase stocks with borrowed funds, has steadily risen. Finally, Bitcoin and other digital currencies have seen a meteoric rise in price over the last few months. Some might point to these speculative investments, as signs of market frothiness. We believe speculation is concentrated in specific industries and market segments. In general, we continue to view equities as attractive relative to fixed income.

- **The Plan's large cap equity segment returned 13.93% in the quarter, which slightly exceeded the Russell 1000 Index return of 13.69%.**
 - The iShares Russell 1000 ETF 13.65% in the quarter.
 - The Columbia Contrarian Core Fund returned 14.2% in the quarter, which outperformed the benchmark. The Fund ranked in the 28th percentile of the Morningstar U.S. Large Cap Blend Universe.
 - The Harbor Capital Appreciation Fund returned 12.62% in the quarter, which exceeded the Russell 1000 Growth Index's return of 11.39%. The Fund ranked in the 43rd percentile of the Morningstar U.S. Large Growth Universe.
 - The T. Rowe Price Growth Stock Fund returned 12.03% in the quarter, which exceeded the Russell 1000 Growth Index. The Fund ranked in the 50th percentile of the Morningstar U.S. Large Growth Universe.
 - The Dodge and Cox Stock Fund gained 20.86% in the quarter, and outperformed the Russell 1000 Value Index's return of 16.25%. The Fund ranked in the 11th percentile of the Morningstar U.S. Large Value Universe.
 - The Vanguard Growth and Income Fund gained 12.49% in the quarter, which lagged the Russell 1000 Index. The Fund ranked in the 46th percentile of the Morningstar U.S. Large Blend Universe.
 - The iShares S&P500 Value ETF returned 14.44%, which lagged the Russell 1000 Value Index.

- **The mid cap equity segment returned 19.87% in the quarter, which was in-line with the Russell Mid Cap Index return of 19.91%.**
 - The iShares Russell Mid Cap ETF returned 19.85% in the quarter.

² SPAC IPO Transactions Statistics - by SPACInsider

³ Bond Vigilantes Are Giving Biden's Stimulus a Pass for Now - Bloomberg

Domestic Equity (Continued)

•**The small cap equity segment returned 32.15% in the quarter, which outperformed the Russell 2000 Index return of 31.37%.**

- The Victory RS Small Cap Growth Fund returned 22.57% in the quarter, which trailed the Russell 2000 Growth Index return of 29.61%. The fund ranked in the 86th percentile of the Morningstar U.S. Small Growth Universe.
- The Undiscovered Managers Behavioral Value Fund returned 43.26% in the quarter, and outperformed the Russell 2000 Value Index's return of 33.36%. The Fund ranked in the 1st percentile of Morningstar's U.S. Small Value Universe
- The iShares Russell 2000 Index ETF returned 31.36% in the quarter.

Real Estate Equity

The Wilshire REIT Index returned 10.62% in the fourth quarter. Despite posting a double digit return, REITs were still the lowest contributing equity asset class during the quarter. Divergence in performance was seen in the quarter as the segments which had lagged year to date: office (+16.6% 4Q return), lodging and leisure (+46.9% 4Q return), regional malls (+37.3% 4Q return) and healthcare (+15.4% 4Q return) rallied considerably, on hopes that break-throughs on the vaccine front would usher in a re-opening of the economy. Conversely, while these lagging sectors year-to-date rallied, the two stalwart sectors: industrial (+2.77% 4Q return) and data centers (-3.9% 4Q return) gave back some of the gains earned in 2020. In reflection of what is hopefully the beginning of the end of the pandemic, we added 1% to our REIT allocation in the quarter. We still maintain a small underweight to REITs, but it is our belief that with the roll out of vaccines, we will see office workers return (somewhat) to the office, families booking vacations, workers going back to work and paying their apartment rent, and senior living facilities able to protect their residents and improve vacancy trends.

•**The Plan's REIT equity returned 9.06% in the quarter, which trailed the Wilshire REIT Index return of 10.62%**

International/Global Equity

Both developed and emerging international equity markets outperformed the S&P 500 Index for the quarter. On a quarterly basis, one would have to go back to fourth quarter of 2018 for the last time developed international market returns were better than domestic. It was the second quarter in a row that emerging markets outperformed the U.S. Several emerging market countries have more successfully managed through the Covid-19 challenge, resulting in less economic contraction. In particular, China and Taiwan are expected to actually see GDP growth for 2020. However, most emerging markets shared similar experiences with the U.S. and other developed markets with rising case counts throughout the quarter.

International/Global Equity (Cont.)

Despite many international economies weakening, global markets moved higher in anticipation of a world-wide cyclical recovery sometime in 2021. Moreover, some export oriented international markets benefitted partly from the incremental positive that potentially a Biden administration's trade policies would be less hawkish than the Trump administration. Finally, U.S. dollar weakness also contributed to international gains.

The top developed market performers for the quarter included Spain (+24%), Japan (+18%), and Italy (+17%). Both Spain and Italy bounced back after underperforming earlier in the year. Japan's stimulus measures contributed to strong returns. The relative underperformers were regions that had generally outperformed earlier in the year including Germany (+7%), Finland (+7%), and Canada (+9%). For emerging markets, Turkey (+29%), India (+26%), and Brazil (+26%) led as these countries' relatively greater commodity exposure contributed to the outperformance. Many investors believe that the significant global stimulus that we have witnessed in 2020, has set the stage for higher inflation, and point to emerging markets as a potential beneficiary. China (+8%), South Africa (+8%), and Malaysia (+9%) provided relative underperformance in the quarter.

•The Plan's international/global equity segment returned 16.57% in the quarter. This return outperformed the MSCI EAFE Index return of 16.05% and the MSCI ACWI Index return of 14.68%.

- The iShares Core MSCI EAFE Index ETF returned 16.27% in the quarter.
- The Dodge & Cox International Stock Fund returned 24.69% in the quarter and outperformed the MSCI EAFE Index. The Fund ranked in the 5th percentile of the Foreign Large Value Universe as measured by Morningstar.
- The MFS International Growth Fund returned 11.58% in the quarter which underperformed the MSCI EAFE Index. The Fund ranked in the 84th percentile for foreign large growth managers as measured by Morningstar.
- The iShares MSCI ACWI Index ETF returned 14.71% in the quarter.
- The American Funds New Perspective Fund recorded a 17.21% return in the quarter, which exceeded the MSCI ACWI Index and ranked in the 26th percentile within the Morningstar World Large Stock Universe
- The MFS Global Equity R6 Fund gained 14.81%, which barley exceeded the benchmark and ranked in the 45th percentile of the Morningstar World Large Stock Universe.
- The Hartford Schroders Emerging Market Equity Fund returned 21.37% during the quarter which outgained the MSCI Emerging Market benchmark return of 19.7%. The Fund ranked in the 25th percentile of the Morningstar Diversified Emerging Market Universe.

Fixed Income

Risk assets remained a beneficiary of central bank stimulus as U.S. fixed income markets continued to rebound in the fourth quarter. The market seemed to ignore rising virus counts, renewed lockdowns, and the Senate run-off election in Georgia, and instead focused on positive vaccine developments and the potential for further fiscal stimulus. At its December meeting, the Federal Reserve kept the Fed Funds target rate at 0.00%-0.25%, and anticipated keeping short term rates near zero well into 2023, consistent with their central tendency forecast and new policy making framework. Although the Fed's new corporate bond buying facilities expired at year-end, many believe it would be reinstated as a backstop if needed. Further, the Fed maintained their \$120 billion per month asset purchase program (\$80 billion U.S. Treasury and \$40 billion MBS) for the foreseeable future. The Bloomberg Barclays Aggregate Bond Index returned 0.67% for the quarter, primarily due to the rally in credit, despite 10-year Treasuries rising 22 bps to end the quarter at a 0.92% yield. For the year, the Aggregate Index gained 7.51%, outperforming comparable Treasuries by 28 bps.

Investment-Grade corporate bonds posted impressive Q4 gains to finish the year on a high note, generating a return of 3.05%, outperforming similar duration Treasuries by +411 basis points. The credit spread on the Bloomberg Barclays U.S. Investment Grade Index tightened 40 basis points during the quarter to a spread of 96, with the Index yield shrinking to a record low 1.74%. The credit spread on the index is now only 11 basis points wide of the post financial crisis tight level of 86, achieved on February 1st, 2018. During the quarter, BBB rated credit and long duration performed the best. From a credit fundamental standpoint, we believe investment grade credit fundamentals have troughed and are now set to improve, while supply and demand technicals remain extremely strong. Despite record levels of corporate bond new issuance, retail buying was strong while foreign demand for U.S. bonds was insatiable due to substantial interest rate differentials (foreign vs. U.S.) and extremely low foreign currency hedging costs. For all of 2020, Investment Grade corporate bonds gained 9.89% and outperformed US Treasuries by 49 basis points.

High yield bonds continued their impressive rally in the 4th quarter, with the Bloomberg Barclays High Yield Bond Index closing the year at a credit spread of 360, 157 basis points tighter during the quarter and only 24 basis points wide of where the index began the year. The high-yield Index returned 6.45% for the fourth quarter, outperforming Treasuries by 669 basis points. High-yield rallied on optimism for further stimulus, vaccine hopes, the insatiable demand for yield from both U.S. and foreign investors, and ample access to cheap funding. For the year, high-yield bonds made a full circle from the pandemic lows to finish ahead 7.11% while generating an excess return of 225 basis points.

Portfolio performance benefited significantly from the overweight to corporate credit in the latter half of 2020, as well as industry allocation and security selection. Further, we instituted short duration positioning relative to the index in Q4 that added to performance. While we remain overweight corporate credit, we are reducing the overweight due to less favorable valuations, and are continuing to focus on opportunities within industry and issuer selection as well as credit curve positioning. Energy and Materials holdings, including Enterprise Products, Suncor Energy, Kinder Morgan, Enbridge and DuPont, were notable outperformers in the quarter. During the period, we added exposure to insurance, high quality REITs, utilities, and regional financials due to attractive valuations and stable or improving fundamentals.

Fixed Income (Cont.)

From a curve structure standpoint, we are slightly overweight the intermediate part of the curve and underweight longer maturities, as long rates have room to steepen on the expectation of a gradual economic recovery. Duration positioning remains modestly below the index given our expectation of additional stimulus, higher deficits and increased Treasury supply, partially offset by our expectation of continued strong demand from overseas investors.

•The Plan's fixed income segment returned 1.26% in the quarter, which exceeded the Bloomberg Barclays Aggregate Index return of 0.67%.

- The separately managed fixed income portfolio returned 1.05% which beat the benchmark. The portfolio would have ranked approximately in the 40th percentile of the Morningstar U.S. Intermediate Term Bond Universe.
- The PIMCO Total Return Bond Fund posted a 1.06% return in the quarter, which ranked in the 82nd percentile of Morningstar's U.S. Intermediate-Term Core-Plus Bond Universe. The Fund outperformed the Index.
- The Prudential Total Return Bond Fund returned 2.38% in the quarter. This ranked in the 23rd percentile of Morningstar's U.S. Intermediate-Term Core-Plus Bond Universe and outperformed the benchmark.
- The Pimco High-Yield Bond Fund was added to the Plan on December 1. For the month of December, the Fund returned 1.52%.

Alternative Investments

The Alternatives portion of the Plan returned 3.65% which trailed the Wilshire Liquid Alternative Index return of 4.39%. All three of the Plan's managers posted positive returns, and outperformed both cash returns and the intermediate-term fixed income benchmark in the quarter. The Eaton Vance Global Macro Fund returned 2.78%. Most global regions were additive to performance with Asia, Western Europe, the Middle East and Africa, and Latin America aiding performance the most. Long positions in the South Korean Won, Icelandic equities, Romanian sovereign credit, and Egyptian sovereign credit were the largest contributors to performance. Notable detractors in the quarter were a short position in oil (which rose in price in the fourth quarter) and short positions in both the South African Rand and South African credit. At quarter-end, the fund was net long versus both the U.S. dollar and the Euro.

The Blackrock Strategic Income Fund was the leading performing fund in the alternative space in the fourth quarter, gaining 4.13%. Key contributors were Asia/European credit investments (+1%), emerging market debt investments (+.58%) high yield credit (+.45%) investment grade debt (+.33%) and structured products (+.45%). With risk assets gaining in the quarter, the managers slightly reduced their exposure to emerging market debt (19% of Fund assets as of quarter-end) and high yield investments (11% of Fund assets as of quarter-end). Duration for the Fund is at 3 years, with half of the exposure coming from the U.S.

Alternative Investments (Cont.)

The Blackrock Event Driven Fund gained 3.74%. Hard catalyst and soft catalyst events were roughly equal in terms of performance contribution in the quarter. With respect to 'hard catalyst' (announced mergers) three mergers closed within the quarter. A further hard catalyst winner was the Allied Universal/G4S merger which gained as investors anticipated an increased offer from an outsider bidder. Soft catalyst investments in Howmet contributed to performance as the company continued to execute on margin initiatives. On the negative side, a credit investment in AMC Entertainment detracted from performance as the company warned that it could run out of cash in January if it does not raise additional capital or if theater attendance does not improve.

- **The alternative investment segment returned 3.65% in the quarter, which trailed the Wilshire Liquid Alternatives Index return of 4.39%.**
 - The BlackRock Strategic Income Opportunity Fund returned 4.13%, which exceeded the benchmark, and ranked in the 34th percentile of Morningstar's Non-Traditional Bond Universe.
 - The Eaton Vance Global Macro Absolute Return Fund gained 2.78% which ranked in the 63rd percentile of Morningstar's Non-Traditional Universe. The Fund lagged the benchmark.
 - The BlackRock Event Driven Equity Fund returned 3.74% in the quarter and ranked in the 24th percentile of the Morningstar U.S. Fund Market Neutral Universe, which underperformed the benchmark

Asset allocation/Manager Changes

We ended the quarter with a target asset allocation of 57% equities, 39.5% bonds, 3% alternatives, and 0.5% cash. This represents a modest 1% increase in our equity allocation relative to last quarter. We reduced our fixed income allocation by 1%, which funded a 1% increase to REIT equity. Additionally, within the equity segment, we decreased our large cap allocation by 1%, and increased by 1% our small cap equity investments.

In December, we initiated a 1% allocation to the Pimco High-Yield Fund. High yield spreads continue to offer value as investors search for yield in a low interest rate environment. The continued roll-out of vaccines and an expected decrease in the level of defaults should support high yield investments.

Economic and Market Forecasts - January 2021

	2021	2022
	Assumptions	Assumptions
GDP	4.5% - 5.5%	3.4% - 4.4%
S&P500 earnings	\$165 - \$175	\$190 - \$210
Unemployment	5.7% - 6.4%	4.8% - 5.5%
Core PCE Inflation	1.8% - 2.0%	1.8% - 2.0%
Fed Funds Target	0.0% - 0.25%	0.0% - 0.25%

Manager Watch List

<i>Name of Fund</i>	<i>Date on watch list</i>	<i>Date exiting watch list</i>	<i>Recommendation</i>	<i>Rationale</i>
<i>Dodge & Cox International</i>	3Q 2018	4Q2020	Remove from Watch list	With the strong 4 th quarter 2020 performance, the fund has moved above the median peer group ranking for the 1-year, 3-year, and 5-year time periods. The 5-year peer ranking within the Morningstar Foreign Large Value Universe is in the 24 th percentile.
<i>Highmark Capital Fixed Income team</i>	4Q2020		Retain on watch	Within the Plan, there is an allocation in fixed income that is internally managed by Highmark Capital. In the second quarter of 2020, the lead manager of this team, Jack Montgomery retired. He was replaced in the third quarter by Greg Haendel. By policy, a significant change at the portfolio manager level will lead to a manager being on the watch list. The first two quarters have been encouraging with respect to performance and investment discipline.
<i>Undiscovered Managers Behavioral Value Fund</i>	4Q2020		Retain on watch	The extremely strong return of 43.26% in the fourth quarter of 2020 propelled the fund to a 1 st percentile ranking within the Morningstar U.S. Small Value Universe. On a peer ranking basis, this fund should be removed from the watch list. However, the fund still lags the style benchmark, so we will retain this fund on the watch list.

Asset Allocation

Period Ending December 31, 2020

Asset Allocation	9/30/2020 Market Value	9/30/2020 % of Total	12/31/2020 Market Value	12/31/2020 % of Total	Target Allocation
Large Cap Equities					
Columbia Contrarian Core Inst3	12,565,242	3.5%	13,955,480	3.5%	--
iShares Russell 1000 ETF	32,343,450	9.1%	35,832,524	9.0%	--
Vanguard Growth & Income Adm	10,782,248	3.0%	7,966,749	2.0%	--
Dodge & Cox Stock	5,346,421	1.5%	6,007,015	1.5%	--
iShares S&P 500 Value ETF	5,316,299	1.5%	6,052,402	1.5%	--
Harbor Capital Appreciation Retirement	5,427,012	1.5%	6,112,039	1.5%	--
T. Rowe Price Growth Stock I	5,420,229	1.5%	6,072,099	1.5%	--
Total Large Cap Equities	\$ 77,200,900	21.7%	\$ 81,998,307	20.6%	19.0%
		<i>Range</i>		<i>Range</i>	<i>13-32%</i>
Mid Cap Equities					
iShares Russell Mid-Cap ETF	21,542,632	6.1%	24,197,396	6.1%	--
Total Mid Cap Equities	\$ 21,542,632	6.1%	\$ 24,197,396	6.1%	6.0%
		<i>Range</i>		<i>Range</i>	<i>2-10%</i>
Small Cap Equities					
iShares Russell 2000 ETF	12,519,598	3.5%	15,950,069	4.0%	--
Undiscovered Managers Behavioral Val R6	8,139,634	2.3%	9,949,803	2.5%	--
Victory RS Small Cap Growth R6	8,096,263	2.3%	9,783,021	2.5%	--
Total Small Cap Equities	\$ 28,755,495	8.1%	\$ 35,682,893	9.0%	9.0%
		<i>Range</i>		<i>Range</i>	<i>4-12%</i>
International Equities					
DFA Large Cap International I	7,282,432	2.0%	7,974,378	2.0%	--
iShares Core MSCI EAFE ETF	14,179,966	4.0%	15,852,010	4.0%	--
Dodge & Cox International Stock	5,252,119	1.5%	6,020,583	1.5%	--
MFS International Growth R6	5,354,802	1.5%	5,974,789	1.5%	--
Hartford Schroders Emerging Mkts Eq F	7,183,505	2.0%	8,079,212	2.0%	--
Total International Equities	39,252,825	11.0%	\$ 43,900,972	11.0%	10.0%
		<i>Range</i>		<i>Range</i>	<i>4-20%</i>
Global Equities					
iShares MSCI ACWI ETF	14,233,752	4.0%	15,926,803	4.0%	--
American Funds New Perspective R6	5,397,122	1.5%	6,009,705	1.5%	--
MFS Global Equity R6	5,394,962	1.5%	5,996,315	1.5%	--
Total Global Equities	\$ 25,025,835	7.0%	\$ 27,932,823	7.0%	8.0%
		<i>Range</i>		<i>Range</i>	<i>4-12%</i>

Asset Allocation

Period Ending December 31, 2020

Asset Allocation	9/30/2020 Market Value	9/30/2020 % of Total	12/31/2020 Market Value	12/31/2020 % of Total	Target Allocation
Real Estate					
Vanguard Real Estate ETF	8,828,597	2.5%	14,070,438	3.5%	--
	\$ 8,828,597	2.5%	\$ 14,070,438	3.5%	4.0%
		<i>Range</i>		<i>Range</i>	<i>0-8%</i>
Fixed Income					
Core Fixed Income Holdings	99,189,534	27.9%	110,900,799	27.8%	--
PIMCO Total Return Instl	22,055,788	6.2%	20,895,910	5.2%	--
PGIM Total Return Bond R6	22,075,935	6.2%	20,929,008	5.3%	--
PIMCO High Yield Instl	--	--	3,980,999	1.0%	--
Total Fixed Income	\$ 143,321,257	40.3%	\$ 156,706,716	39.3%	43.0%
		<i>Range</i>		<i>Range</i>	<i>30-50%</i>
Alternatives					
BlackRock Event Driven Equity Instl	3,434,665	1.0%	3,972,050	1.0%	--
BlackRock Strategic Income Opps K	3,477,660	1.0%	3,985,023	1.0%	--
Eaton Vance Glb Macr Absolt Retrn R6	3,421,986	1.0%	3,940,515	1.0%	--
Total Alternatives	\$ 10,334,311	2.9%	\$ 11,897,587	3.0%	0.0%
		<i>Range</i>		<i>Range</i>	<i>0-10%</i>
Cash					
Money Market	1,545,359	0.4%	1,985,854	0.5%	--
Total Cash	\$ 1,545,359	0.4%	\$ 1,985,854	0.5%	1.0%
		<i>Range</i>		<i>Range</i>	<i>0-5%</i>
TOTAL	\$ 355,807,211	100.0%	\$ 398,372,985	100.0%	100.0%

Investment Summary

Period Ending December 31, 2020

Investment Summary	Fourth Quarter 2020	Year to Date 2020
Beginning Value	356,424,651.75	\$ 331,392,093.14
Net Contributions/Withdrawals	5,039,008.87	20,931,386.28
Fees Deducted	-50,980.92	-200,372.92
Income Received	6,874,330.21	11,744,886.38
Market Appreciation	30,709,382.62	35,210,754.50
Net Change in Accrued Income	7,203.36	-75,151.49
Ending Market Value*	\$ 399,003,595.89	\$ 399,003,595.89 *

Investment Summary	Fourth Quarter 2019	Year to Date 2019
Beginning Value	311,460,604.92	\$ 260,226,787.74
Net Contributions/Withdrawals	5,004,716.01	20,914,785.10
Fees Deducted	-49,746.46	-196,492.99
Income Received	6,441,322.71	11,448,085.44
Market Appreciation	8,414,955.37	38,915,024.12
Net Change in Accrued Income	120,240.59	83,903.73
Ending Market Value*	\$ 331,392,093.14	\$ 331,392,093.14

*Ending Market Value differs from total market value on the previous page due to differences in reporting methodology. The above ending market value is reported as of trade date and includes accruals. The Asset Allocation total market value is reported as of settlement date.

Investment Strategy As of December 31, 2020

Tactical Asset Allocation

Asset Class	% Portfolio Weighting			Rationale
	Target	Current Portfolio	Over/Under Weighting	
Cash	1.0%	0.5%	-0.5%	<ul style="list-style-type: none"> Money market yields are at 0.01%. We maintain an underweight allocation to cash.
Fixed Income	43.0%	39.5%	-3.5%	<ul style="list-style-type: none"> Bond yields are at historically low levels, and unless the Federal Reserve tries to migrate to a negative yield environment, fixed income will likely offer modest total return. In the quarter we initiated a 1% allocation to high yield fixed income. High yield spreads continue to offer value as investors search for yield in a low interest rate environment. The continued roll-out of vaccines and an expected decrease in the level of defaults should support high yield investments.
Alternatives	0.0%	3.0%	+3.0%	<ul style="list-style-type: none"> Alternatives offer a reasonable diversification benefit with respect to the 95% of the portfolio which is invested in fixed income and equities.
Real Estate (REITS)	4.0%	3.5%	-0.5%	<ul style="list-style-type: none"> We increased our allocation to REIT equity by 1%, but maintain a slight underweight position to REITs. Interest rates will likely be low for several years, which will support valuation. The pandemic will likely secularly alter some REIT sectors such as office, industrial, and regional malls. However, we believe with the roll-out of vaccines, many of the REIT sectors will rally under the 're-opening' trade.
Global Equity	8.0%	7.0%	-1.0%	<ul style="list-style-type: none"> We expect global equities to trade on central bank stimulus, the path of the coronavirus, and the ability of various global economies to recover in 2021. We prefer to maintain an overweight to markets that have demonstrated either better management of the Covid-19 virus such as China and South Korea (emerging markets), or regions that have a higher proportion of companies showing resilience in the face of the pandemic (U.S. domestic large cap).
International (Developed)	10.0%	9.0%	-1.0%	<ul style="list-style-type: none"> While a recovery in Developed markets is expected in 2021, weaker demographics and negative or extremely low interest rates suggest sub-par growth relative to the US and Emerging markets. Compelling valuations and slightly better outlook on trade with the Biden administration justifies only a modest underweight
International (Emerging)	0.0%	2.0%	+2.0%	<ul style="list-style-type: none"> Emerging market stocks continue to be supported by a Chinese led rebound. China's recovery has been driven by a combination of domestic stimulus and strong export growth. A weakening of the U.S. dollar has also contributed to gains.
Total Domestic Equity	34.0%	35.5%	+1.5%	
Large Cap	19.0%	20.5%	+1.5%	<ul style="list-style-type: none"> While large cap equities still appear attractive due to the strength of many of the companies to generate high levels of ROE and ROIC, we reduced our overweight slightly by 1%, to add to small cap equities in the quarter. We still remain overweight this sector.
Mid Cap	6.0%	6.0%	-	<ul style="list-style-type: none"> We maintain our neutral allocation to mid-cap equities. Growth estimates for 2021 are beginning to be revised upward, yet valuations still appeared stretched.
Small Cap	9.0%	9.0%	-	<ul style="list-style-type: none"> We increased our small cap equity allocation by 1%, moving to a neutral allocation. Small cap equities trade at a 19X forward PE level, which is cheaper than that of both mid-cap and large cap stocks. Small cap equities would be more at risk if inflation were to spike, or if the Covid-19 vaccination program was to stall.

Selected Period Performance
PARS/COUNTY OF CONTRA COSTA PRHCP
Account 6746038001
Period Ending: 12/31/2020

	3 Months	Year to Date (1 Year)	1 Year	3 Years	5 Years	Inception to Date 02/01/2011
Cash Equivalents	.01	.35	.35	1.38	1.03	.53
<i>Lipper Money Market Funds Index</i>	.00	.40	.40	1.33	.96	.48
Fixed Income ex Funds	1.05	7.60	7.60	5.57	4.76	4.18
Total Fixed Income	1.26	7.93	7.93	5.69	4.94	4.30
<i>BBG Barclays US Aggregate Bd Index</i>	.67	7.51	7.51	5.34	4.44	3.86
Total Equities	17.74	16.64	16.64	10.68	12.64	10.31
Large Cap Funds	13.93	21.01	21.01	14.21	15.19	13.08
<i>Russell 1000 Index</i>	13.69	20.96	20.96	14.82	15.60	13.86
Mid Cap Funds	19.87	16.53	16.53	11.37	13.17	10.94
<i>Russell Midcap Index</i>	19.91	17.10	17.10	11.61	13.40	12.29
Small Cap Funds	32.15	20.77	20.77	11.17	14.00	12.47
<i>Russell 2000 Index</i>	31.37	19.96	19.96	10.25	13.26	11.33
International Equities	16.57	13.96	13.96	7.76	10.65	6.78
<i>MSCI AC World Index</i>	14.68	16.25	16.25	10.06	12.26	9.04
<i>MSCI EAFE Index</i>	16.05	7.82	7.82	4.28	7.45	5.31
<i>MSCI EM Free Index</i>	19.70	18.31	18.31	6.17	12.81	3.95
REIT Funds	9.06	-5.24	-5.24	4.65	5.22	8.03
<i>Wilshire REIT Index</i>	10.62	-7.90	-7.90	3.30	4.25	7.96
Alternatives	3.65	3.32	3.32	1.19	1.22	
<i>Dynamic Alternatives Index</i>	4.39	3.19	3.19	1.77	2.53	.60
Total Managed Portfolio	10.43	13.17	13.17	8.27	8.73	7.16
Total Account Net of Fees	10.41	13.11	13.11	8.20	8.65	7.06
<i>Contra Costa Policy Benchmark</i>	9.97	12.81	12.81	8.49	8.83	7.51

Inception Date: 02/01/2011

* Benchmark from February 1, 2011 to June 30, 2013: 18% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell 2000 Index, 8% MSCI ACWI Index, 10% MSCI EAFE Index, 45% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 1% Citigroup 3 Month T Bill Index. From July 1, 2013 to June 30, 2015: 17% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell 2000 Index, 7% MSCI AC World US Index, 9% MSCI EAFE Index, 38% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 10% HFRI FOF Market Defensive Index, 1% Citigroup 3 Month T-Bill Index. From July 1, 2015 to September 30, 2019: 17% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell 2000 Index, 7% MSCI AC World Index, 9% MSCI EAFE Index, 38% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 10% Wilshire Liquid Alternative Index, 1% Citigroup 3 Month T-Bill Index From October 1, 2019: 43% BBG Barclays US Aggregate Bd Index, 1% FTSE 3 Month T-Bill Index, 8% MSCI AC World Index, 10% MSCI EAFE Index, 19% Russell 1000 Index, 9% Russell 2000 Index, 6% Russell Midcap Index, 4% Wilshire REIT Index. ** Dynamic Alternatives Index represents the HFRI FOF Market Defensive Index from 07/01/2013 until 06/30/2015, and then the Wilshire Liquid Alternatives Index from 07/01/2015 forwards. Returns are gross-of-fees unless otherwise noted. Returns for periods over one year are annualized. The information presented has been obtained from sources believed to be accurate and reliable. Past performance is not indicative of future returns. Securities are not FDIC insured, have no bank guarantee, and may lose value.

COUNTY OF CONTRA COSTA

For Period Ending December 31, 2020

LARGE CAP EQUITY FUNDS											
Fund Name	Inception	3-Month Return	Rank	YTD Return	Rank	1-Year Return	Rank	3-Year Return	Rank	5-Year Return	Rank
Columbia Contrarian Core Inst3	(7/13)	14.20	28	22.44	11	22.44	11	14.11	25	14.52	36
Vanguard Growth & Income Adm	(12/16)	12.49	46	18.08	41	18.08	41	13.49	40	14.63	34
Dodge & Cox Stock	(10/14)	20.86	11	7.16	21	7.16	21	7.52	25	12.27	8
iShares S&P 500 Value ETF	(12/19)	14.44	63	1.24	62	1.24	62	6.62	38	10.35	32
T. Rowe Price Growth Stock I		12.03	50	37.09	38	37.09	38	21.18	43	19.33	35
Harbor Capital Appreciation Retirement		12.62	43	54.56	10	54.56	10	26.86	10	22.53	10
Russell 1000 TR USD		13.69	--	20.96	--	20.96	--	14.82	--	15.60	--
iShares Russell 1000 ETF	(3/15)	13.65	34	20.80	19	20.80	19	14.67	15	15.45	13
MID CAP EQUITY FUNDS											
iShares Russell Mid-Cap ETF	(3/15)	19.85	61	16.91	23	16.91	23	11.45	23	13.22	20
Russell Mid Cap TR USD		19.91	--	17.10	--	17.10	--	11.61	--	13.40	--
SMALL CAP EQUITY FUNDS											
Undiscovered Managers Behavioral Val R6	(9/16)	43.26	1	3.62	46	3.62	46	2.72	39	8.28	38
Russell 2000 Value TR USD		33.36	--	4.63	--	4.63	--	3.72	--	9.65	--
Victory RS Small Cap Growth R6	(2/19)	22.57	86	38.32	44	38.32	44	20.47	40	19.31	36
Russell 2000 Growth TR USD		29.61	--	34.63	--	34.63	--	16.20	--	16.36	--
iShares Russell 2000 ETF	(3/15)	31.36	19	19.89	14	19.89	14	10.19	15	13.24	12
INTERNATIONAL EQUITY FUNDS											
Dodge & Cox International Stock		24.69	5	2.10	42	2.10	42	0.93	42	6.65	21
MFS International Growth R6		11.58	84	15.82	77	15.82	77	10.38	45	12.88	30
MFS Global Equity R6	(3/15)	14.81	45	14.25	52	14.25	52	10.54	38	12.47	35
iShares Core MSCI EAFE ETF	(9/30)	16.27	41	8.55	51	8.55	51	4.54	48	7.92	43
iShares MSCI ACWI ETF	(3/15)	14.71	47	16.38	41	16.38	41	10.24	39	12.51	34
American Funds New Perspective R6	(3/15)	17.21	26	33.81	14	33.81	14	18.14	10	16.85	11
DFA Large Cap International I	(12/18)	15.94	46	8.12	57	8.12	57	4.24	57	7.94	42
MSCI EAFE NR USD		16.05	--	7.82	--	7.82	--	4.28	--	7.45	--
MSCI ACWI NR USD		14.68	--	16.25	--	16.25	--	10.06	--	12.26	--
Hartford Schrodgers Emerging Mkts Eq F	(11/12)	21.37	25	23.78	25	23.78	25	8.59	24	14.79	18
MSCI EM NR USD		19.70	--	18.31	--	18.31	--	6.17	--	12.81	--

Data Source: Morningstar, SEI Investments

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COUNTY OF CONTRA COSTA

For Period Ending December 31, 2020

REIT EQUITY FUNDS											
Fund Name	Inception	3-Month Return	Rank	YTD Return	Rank	1-Year Return	Rank	3-Year Return	Rank	5-Year Return	Rank
Vanguard Real Estate ETF	(6/17)	9.25	60	-4.72	45	-4.72	45	4.92	41	5.64	2
Wilshire REIT Index		10.62	--	-7.90	--	-7.90	--	3.30	--	4.25	--
BOND FUNDS											
Core Fixed Income Portfolio		1.05	40	7.60	50	7.60	50	5.57	22	4.76	
PIMCO Total Return Instl		1.06	82	8.88	34	8.88	34	5.54	43	4.86	50
PGIM Total Return Bond R6	(5/16)	2.38	23	8.10	52	8.10	52	6.08	23	5.95	10
BBgBarc US Agg Bond TR USD		0.67	--	7.51	--	7.51	--	5.34	--	4.44	--
PIMCO High Yield Instl	(12/20)	5.45	68	5.34	48	5.34	48	5.69	27	7.32	37
ICE BofA US High Yield Mstr II Index		6.48	--	6.17	--	6.17	--	5.88	--	8.43	--
ALTERNATIVE FUNDS											
BlackRock Event Driven Equity Instl	(3/19)	3.74	24	6.30	30	6.30	30	6.36	10	6.10	7
BlackRock Strategic Income Opps K	(7/13)	4.13	34	7.29	25	7.29	25	4.81	18	4.61	31
Eaton Vance Glb Macr Absolt Retrn R6	(7/13)	2.78	63	3.65	52	3.65	52	3.31	49	3.63	59
Dynamic Alternatives Index		4.39	--	3.19	--	3.19	--	1.77	--	2.53	--

Data Source: Morningstar, SEI Investments

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COUNTY OF CONTRA COSTA

For Period Ending December 31, 2020

LARGE CAP EQUITY FUNDS																	
Fund Name	Inception	2020 Return	Rank	2019 Return	Rank	2018 Return	Rank	2017 Return	Rank	2016 Return	Rank	2015 Return	Rank	2014 Return	Rank	2013 Return	Rank
Columbia Contrarian Core Inst3	(7/13)	22.44	11	33.08	10	-8.81	82	21.89	28	8.77	73	3.25	7	13.14	27	36.04	15
Vanguard Growth & Income Adm	(12/16)	18.08	41	29.77	51	-4.61	31	20.80	54	12.12	24	2.03	16	14.16	13	32.74	37
Dodge & Cox Stock	(10/14)	7.16	21	24.83	58	-7.07	31	18.33	24	21.28	6	-4.49	62	10.40	54	40.55	2
iShares S&P 500 Value ETF	(12/19)	1.24	62	31.71	5	-9.09	57	15.19	61	17.17	25	-3.24	42	12.14	24	31.69	45
T. Rowe Price Growth Stock I		37.09	38	30.98	61	-0.89	37	33.84	15	1.58	63	10.93	--	8.83	--	39.20	--
Harbor Capital Appreciation Retirement		54.56	10	33.39	39	-0.96	37	36.68	5	-1.04	--	10.99	--	9.93	--	37.66	--
Russell 1000 TR USD		20.96	--	31.43	--	-4.78	--	21.69	--	12.05	--	0.92	--	13.24	--	33.11	--
iShares Russell 1000 ETF	(3/15)	20.80	19	31.26	30	-4.91	37	21.53	37	11.91	27	0.82	30	13.08	28	32.93	35
MID CAP EQUITY FUNDS																	
iShares Russell Mid-Cap ETF	(3/15)	16.91	23	30.31	21	-9.13	30	18.32	27	13.58	61	-2.57	30	13.03	8	34.50	46
Russell Mid Cap TR USD		17.10	--	30.54	--	-9.06	--	18.52	--	13.80	--	-2.44	--	13.22	--	34.76	--
SMALL CAP EQUITY FUNDS																	
Undiscovered Managers Behavioral Val Rf	(9/16)	3.62	46	23.34	30	-15.20	49	13.53	11	20.97	80	3.52	1	5.83	25	37.72	--
Russell 2000 Value TR USD		4.63	--	22.39	--	-12.86	--	7.84	--	31.74	--	-7.47	--	4.22	--	34.52	--
Victory RS Small Cap Growth R6	(2/19)	38.32	44	38.38	8	-8.66	70	37.05	--	0.88	--	0.09	--	9.36	--	49.22	--
Russell 2000 Growth TR USD		34.63	--	28.48	--	-9.31	--	22.17	--	11.32	--	-1.38	--	5.60	--	43.30	--
iShares Russell 2000 ETF	(3/15)	19.89	14	25.42	35	-11.02	36	14.66	24	21.36	43	-4.33	44	4.94	44	38.85	35
INTERNATIONAL EQUITY FUNDS																	
Dodge & Cox International Stock		2.10	42	22.78	7	-17.98	81	23.94	72	8.26	2	-11.35	98	0.08	9	26.31	8
DFA Large Cap International I	(12/18)	8.12	57	22.04	43	-14.14	44	25.37	48	3.16	23	-2.86	72	-5.24	49	20.69	39
MFS International Growth R6		15.82	77	27.31	60	-8.79	9	32.58	31	2.79	6	0.40	52	-5.01	57	13.94	78
MFS Global Equity R6	(3/15)	14.25	52	30.66	17	-9.51	50	24.04	41	7.43	27	-1.34	48	4.08	33	27.93	34
iShares Core MSCI EAFE ETF	(9/20)	8.55	51	22.67	34	-14.20	46	26.42	35	1.36	40	0.53	28	-4.82	43	23.73	15
iShares MSCI ACWI ETF	(3/15)	16.38	41	26.70	45	-9.15	45	24.35	39	8.22	21	-2.39	62	4.64	28	22.91	63
American Funds New Perspective R6	(3/15)	33.81	14	30.48	19	-5.56	18	29.30	16	2.19	77	5.63	6	3.56	40	27.23	38
MSCI EAFE NR USD		7.82	--	22.01	--	-13.79	--	25.03	--	1.00	--	-0.81	--	-4.90	--	22.78	--
MSCI ACWI NR USD		16.25	--	26.60	--	-9.41	--	23.97	--	7.86	--	-2.36	--	4.16	--	22.80	--
Hartford Schroders Emerging Mkts Eq F	(11/12)	23.78	25	22.32	30	-15.42	45	40.96	--	10.41	--	-12.68	--	-4.61	--	-2.28	--
MSCI EM PR USD		15.84	--	15.42	--	-16.63	--	34.35	--	8.58	--	-16.96	--	-4.63	--	-4.98	--

Data Source: Morningstar, SEI Investments

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COUNTY OF CONTRA COSTA

For Period Ending December 31, 2020

BOND FUNDS																	
Fund Name	Inception	2020 Return	2020 Rank	2019 Return	2019 Rank	2018 Return	2018 Rank	2017 Return	2017 Rank	2016 Return	2016 Rank	2015 Return	2015 Rank	2014 Return	2014 Rank	2013 Return	2013 Rank
Fixed Income Core Portfolio		7.60	50.00	9.20	21	.14	24	3.49	59	3.63	37	0.78	14	4.74	70	-1.40	41
PIMCO Total Return Instl		8.88	34	8.26	73	-0.26	30	5.13	17	2.60	82	0.73	11	4.69	72	-1.92	78
PGIM Total Return Bond R6	(5/16)	8.10	52	11.13	7	-0.63	46	6.71	3	4.83	21	0.09	40	7.25	7	-0.91	42
BBgBarc US Agg Bond TR USD		7.51	--	8.72	--	0.01	--	3.54	--	2.65	--	0.55	--	5.97	--	-2.02	--
PIMCO High Yield Instl	(12/20)	5.34	48	14.93	22	-2.49	44	7.01	39	12.70	61	-1.85	22	3.31	13	5.77	68
ICE BofA US High Yield Mstr II Index		6.17	--	14.41	--	-2.27	--	7.48	--	17.49	--	-4.64	--	2.85	--	7.42	--
ALTERNATIVE FUNDS																	
BlackRock Strategic Income Opps K	(7/13)	7.29	25	7.82	36	-0.47	46	4.97	37	3.65	--	-0.30	--	3.89	--	3.28	--
BlackRock Event Driven Equity Instl	(3/19)	6.30	30	7.29	13	5.49	11	7.14	9	4.29	37	-1.56	--	10.40	--	32.30	--
Eaton Vance Glb Macr Absolt Retrn R6	(7/19)	3.65	52	9.82	18	-3.13	78	4.21	--	4.00	--	2.63	--	3.03	--	-0.24	--
Dynamic Alternatives Index		3.19	--	6.66	--	-4.24	--	5.07	--	2.29	--	-5.19	--	6.39	--	0.54	--

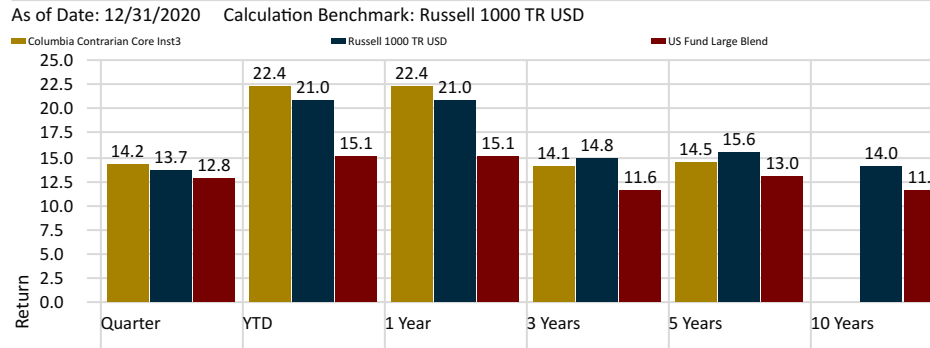
Data Source: Morningstar, SEI Investments

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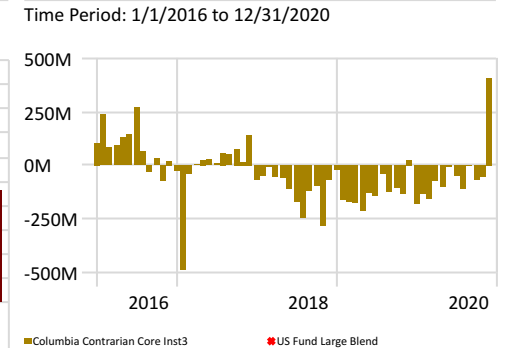
Key Information

Morningstar Category	US Fund Large Blend
Morningstar Rating Overall	★★★
Inception Date	11/8/2012
Expense Ratio	0.64
Fund Size (Mil)	11,536.95
Portfolio Date	12/31/2020
Manager Name	Guy W. Pope

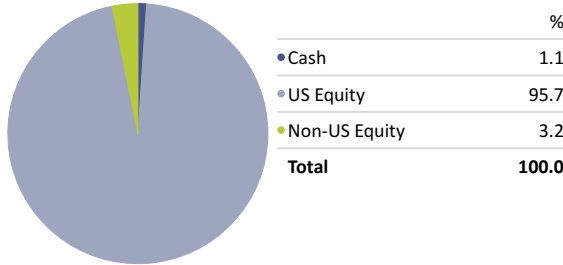
Returns



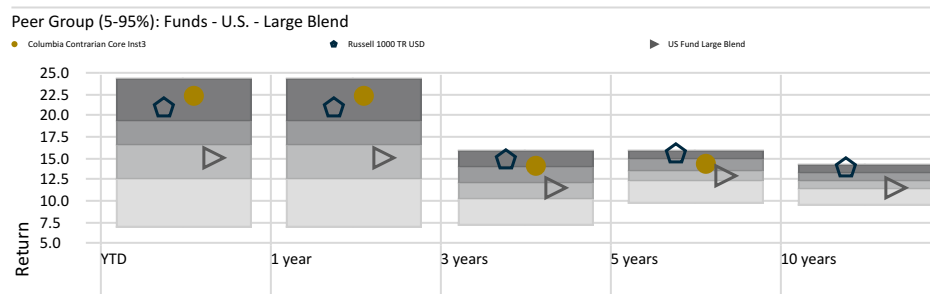
Monthly Estimated Fund-Level Net Flow



Asset Allocation

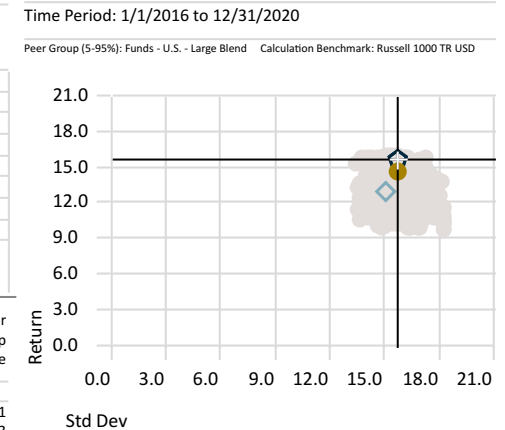


Performance Relative to Peer Group

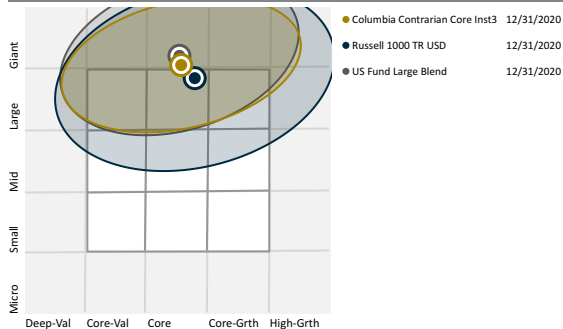


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Columbia Contrarian Core Inst3	22.44	1	22.44	1	14.11	1	14.52	2		
Russell 1000 TR USD	20.96	1	20.96	1	14.82	1	15.60	1	14.01	1
US Fund Large Blend	15.12	3	15.12	3	11.56	3	12.97	3	11.56	3

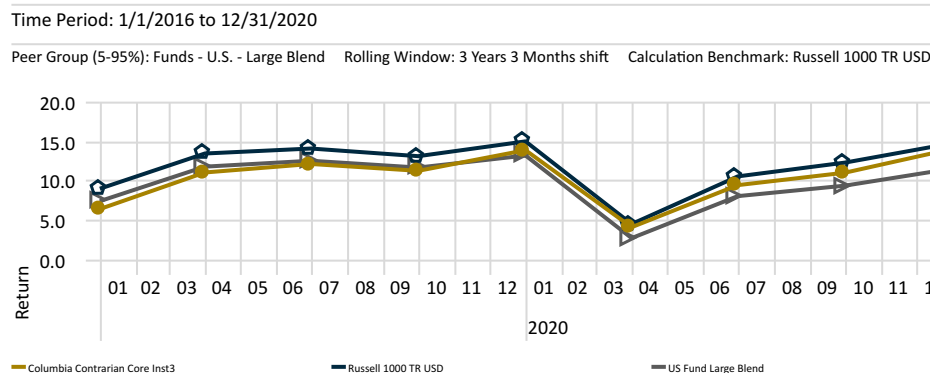
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Columbia Contrarian Core Inst3 - Risk

Time Period: 1/1/2016 to 12/31/2020

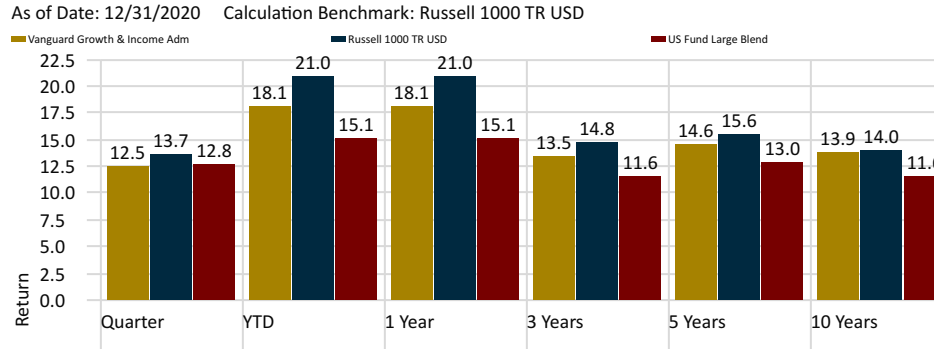
Calculation Benchmark: Russell 1000 TR USD

	Inv	Bmk1
Return	14.52	15.60
Std Dev	15.74	15.73
Downside Deviation	1.68	0.00
Alpha	-0.82	0.00
Beta	0.99	1.00
R2	98.14	100.00
Sharpe Ratio (arith)	0.85	0.92
Tracking Error	2.16	0.00

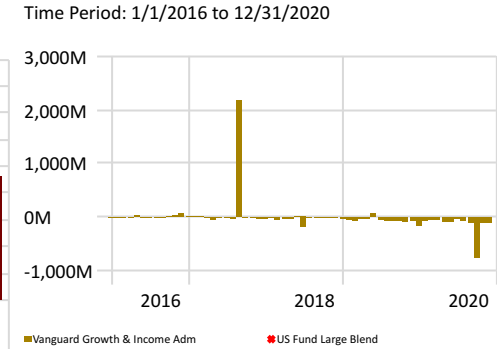
Key Information

Morningstar Category: US Fund Large Blend
 Morningstar Rating Overall: ★★★★★
 Inception Date: 5/14/2001
 Expense Ratio: 0.23
 Fund Size (Mil): 12,238.21
 Portfolio Date: 9/30/2020
 Manager Name: Multiple

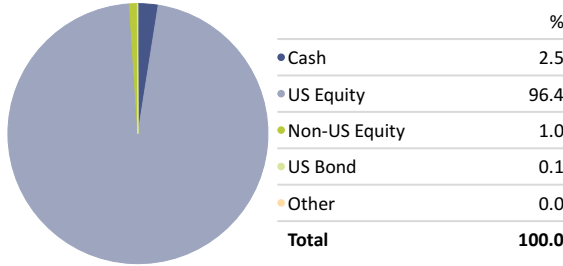
Returns



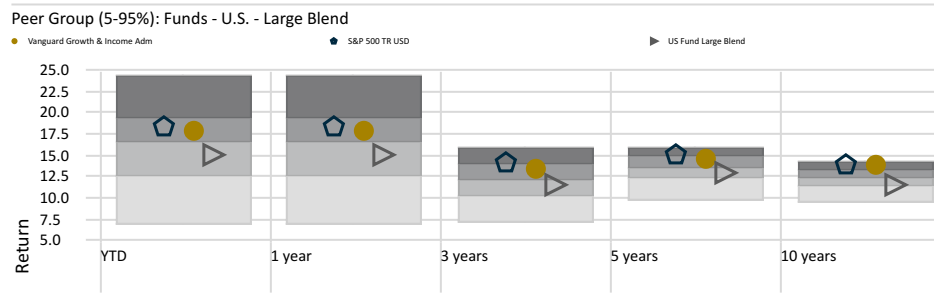
Monthly Estimated Fund-Level Net Flow



Asset Allocation

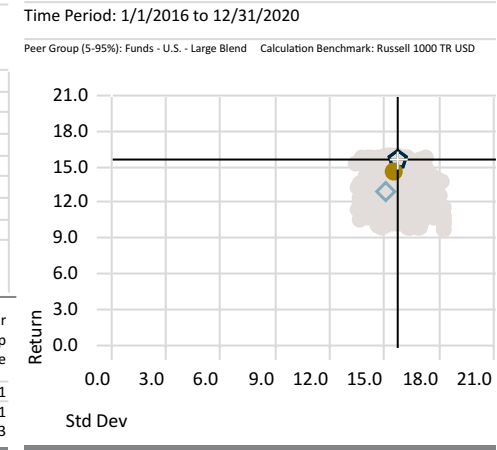


Performance Relative to Peer Group

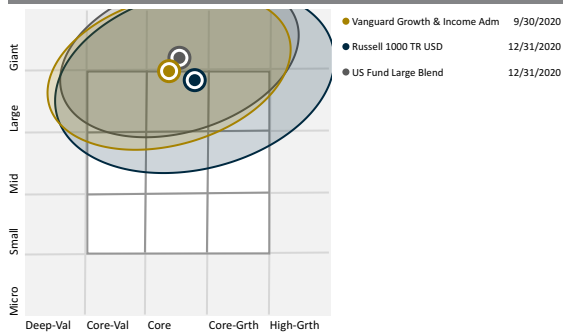


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Vanguard Growth & Income Adm	18.08	2	18.08	2	13.49	2	14.63	2	13.90	1
Russell 1000 TR USD	20.96	1	20.96	1	14.82	1	15.60	1	14.01	1
US Fund Large Blend	15.12	3	15.12	3	11.56	3	12.97	3	11.56	3

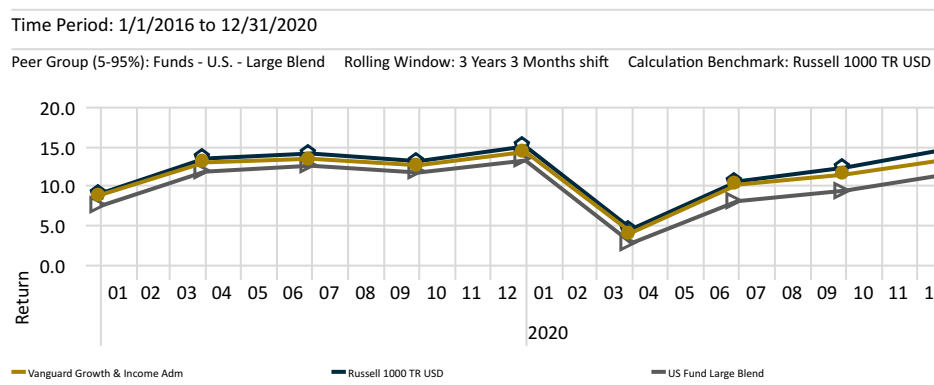
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Vanguard Growth & Income Adm - Risk

Time Period: 1/1/2016 to 12/31/2020

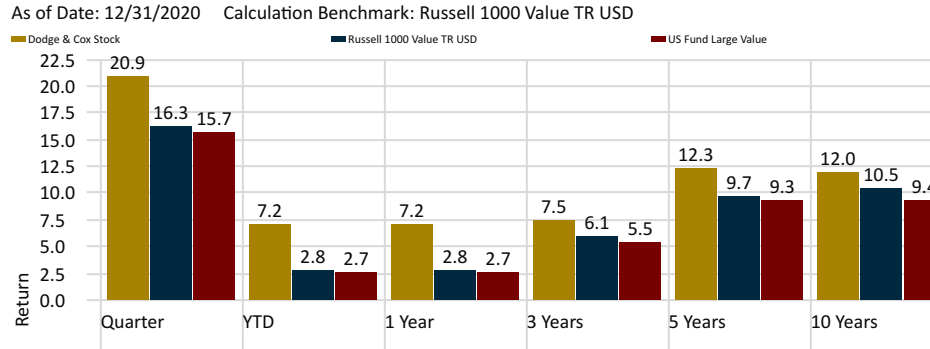
Calculation Benchmark: Russell 1000 TR USD

	Inv	Bmk1
Return	14.63	15.60
Std Dev	15.53	15.73
Downside Deviation	0.81	0.00
Alpha	-0.66	0.00
Beta	0.99	1.00
R2	99.68	100.00
Sharpe Ratio (arith)	0.87	0.92
Tracking Error	0.91	0.00

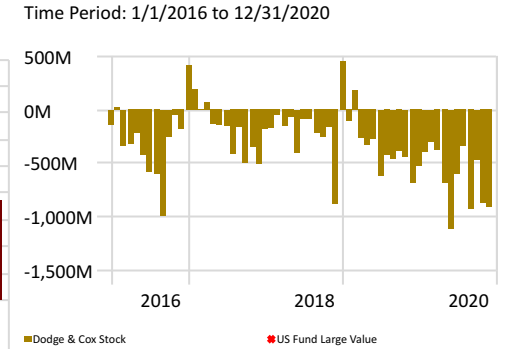
Key Information

Morningstar Category: US Fund Large Value
 Morningstar Rating Overall: ★★★★★
 Inception Date: 1/4/1965
 Expense Ratio: 0.52
 Fund Size (Mil): 70,673.87
 Portfolio Date: 12/31/2020
 Manager Name: Multiple

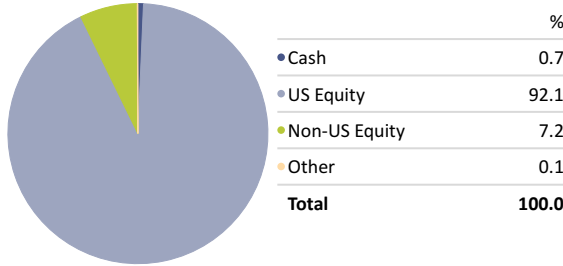
Returns



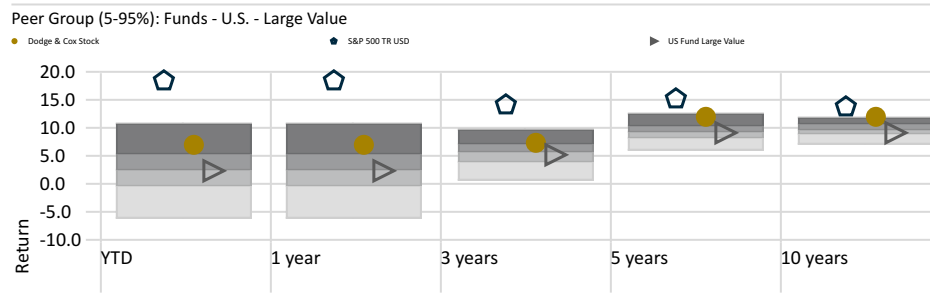
Monthly Estimated Fund-Level Net Flow



Asset Allocation

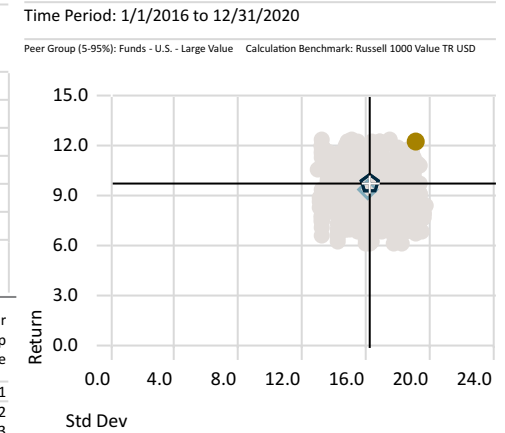


Performance Relative to Peer Group

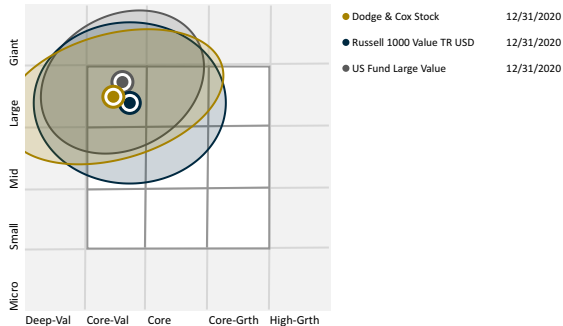


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Dodge & Cox Stock	7.16	1	7.16	1	7.52	1	12.27	1	11.96	1
Russell 1000 Value TR USD	2.80	2	2.80	2	6.07	2	9.74	2	10.50	2
US Fund Large Value	2.68	2	2.68	2	5.46	3	9.30	2	9.40	3

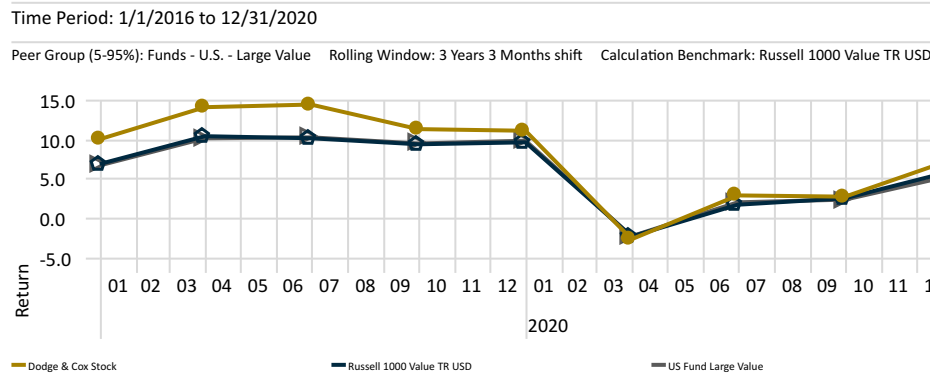
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Dodge & Cox Stock - Risk

Time Period: 1/1/2016 to 12/31/2020

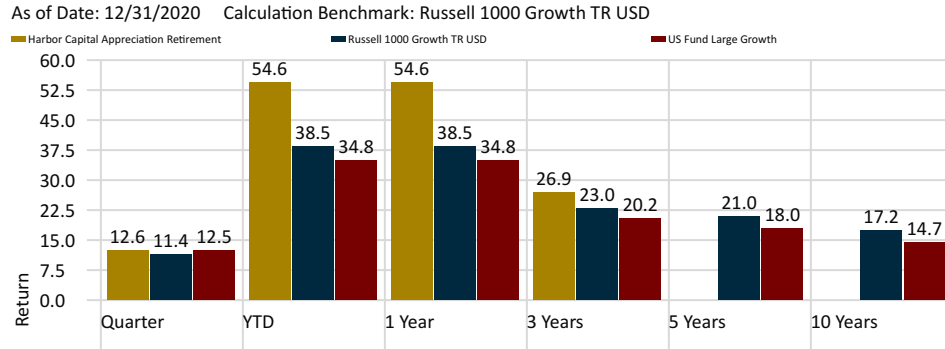
Calculation Benchmark: Russell 1000 Value TR USD

	Inv	Bmk1
Return	12.27	9.74
Std Dev	19.16	16.26
Downside Deviation	2.90	0.00
Alpha	1.41	0.00
Beta	1.15	1.00
R2	94.77	100.00
Sharpe Ratio (arith)	0.58	0.53
Tracking Error	5.00	0.00

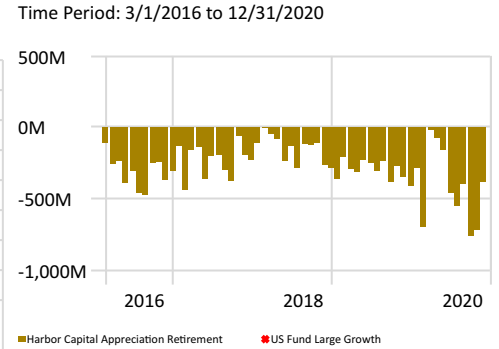
Key Information

Morningstar Category: US Fund Large Growth
 Morningstar Rating Overall: ★★★★★
 Inception Date: 3/1/2016
 Expense Ratio: 0.59
 Fund Size (Mil): 42,240.42
 Portfolio Date: 12/31/2020
 Manager Name: Multiple

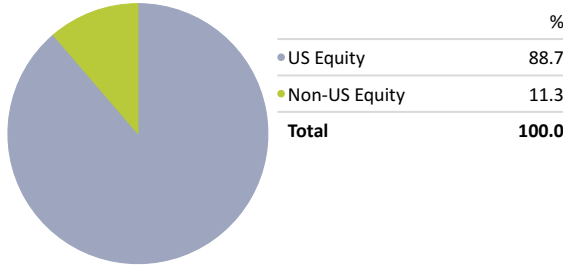
Returns



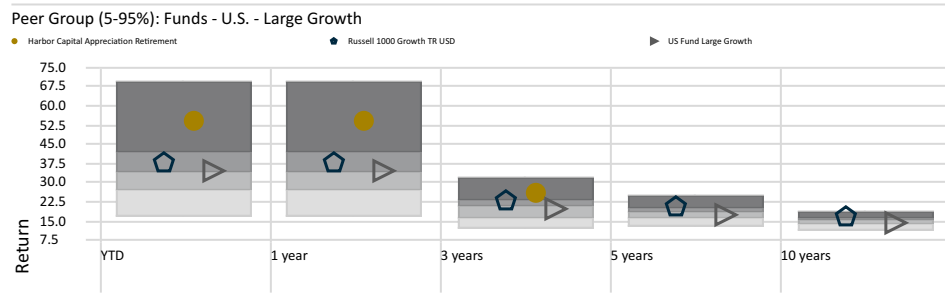
Monthly Estimated Fund-Level Net Flow



Asset Allocation

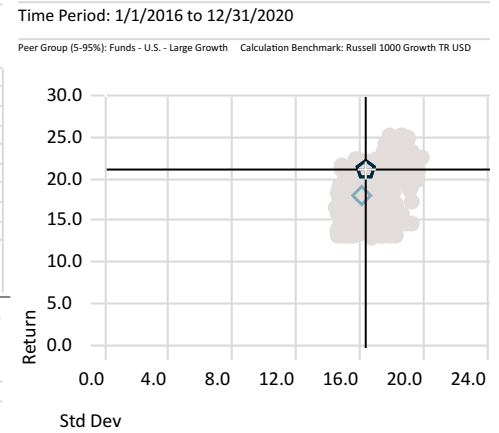


Performance Relative to Peer Group

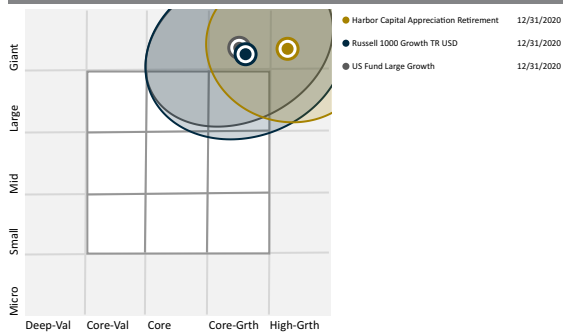


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Harbor Capital Appreciation Retirement	54.56	1	54.56	1	26.86	1	-	-	-	-
Russell 1000 Growth TR USD	38.49	2	38.49	2	22.99	2	21.00	1	17.21	1
US Fund Large Growth	34.82	2	34.82	2	20.21	3	18.04	3	14.66	3

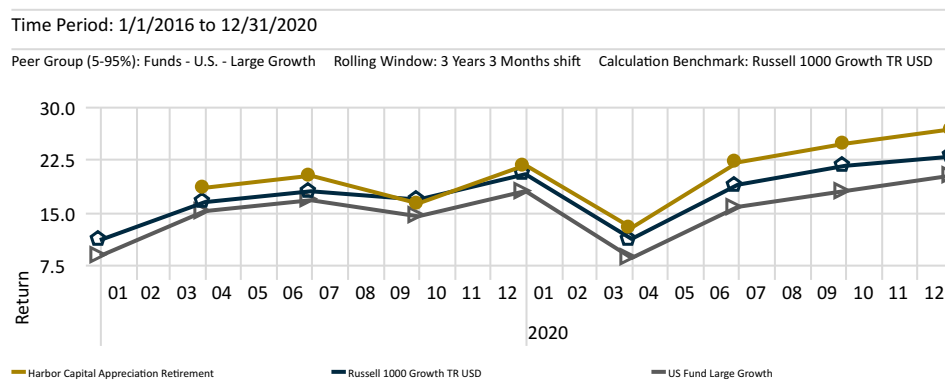
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Harbor Capital Appreciation Retirement - Risk

Time Period: 1/1/2016 to 12/31/2020

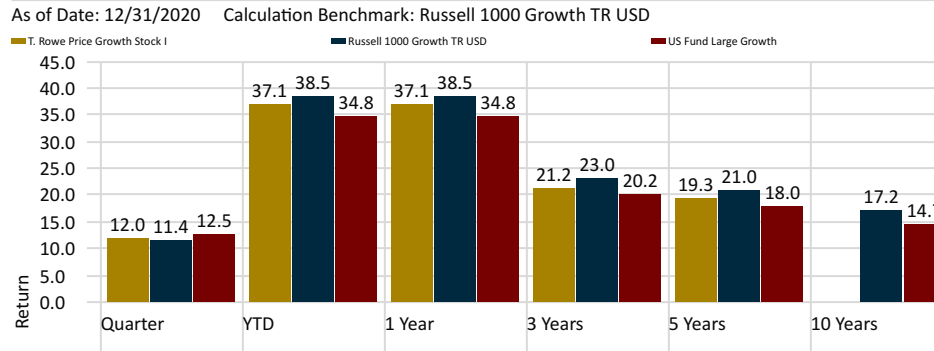
Calculation Benchmark: Russell 1000 Growth TR USD

	Inv	Bmk1
Return	21.00	21.00
Std Dev	16.30	16.30
Downside Deviation	0.00	0.00
Alpha	0.00	0.00
Beta	1.00	1.00
R2	100.00	100.00
Sharpe Ratio (arith)	1.22	1.22
Tracking Error	0.00	0.00

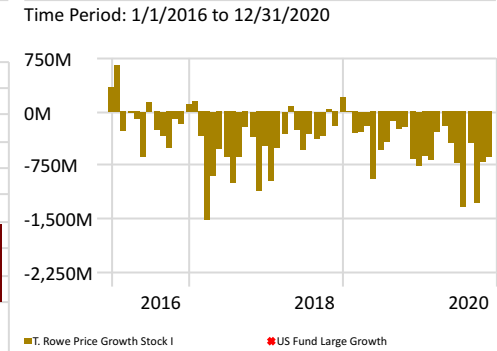
Key Information

Morningstar Category	US Fund Large Growth
Morningstar Rating Overall	★★★
Inception Date	8/28/2015
Expense Ratio	0.52
Fund Size (Mil)	70,382.81
Portfolio Date	12/31/2020
Manager Name	Joseph B. Fath

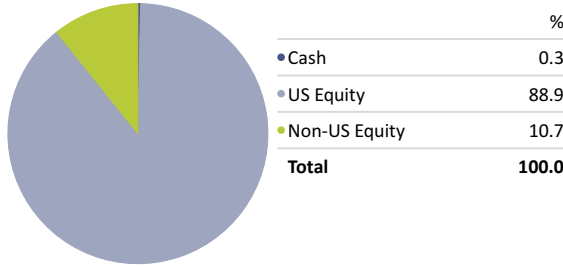
Returns



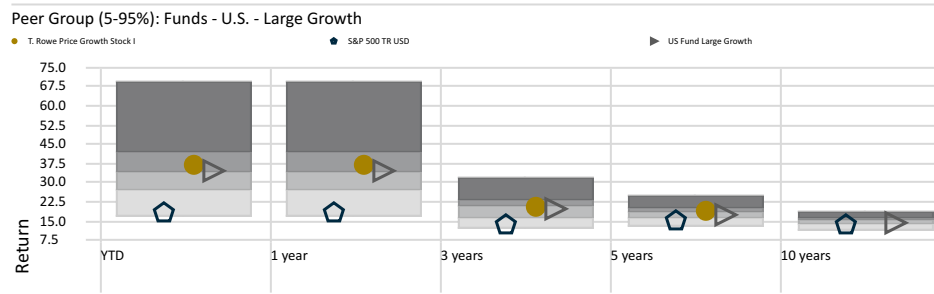
Monthly Estimated Fund-Level Net Flow



Asset Allocation

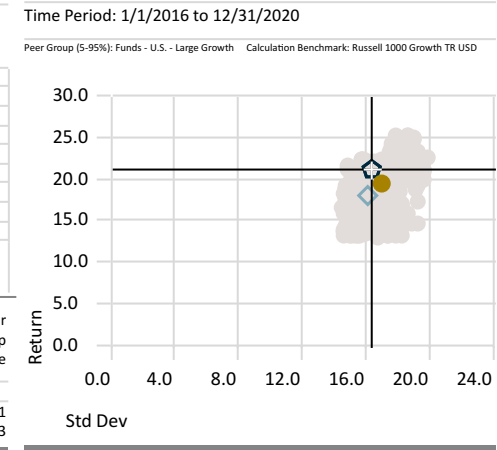


Performance Relative to Peer Group

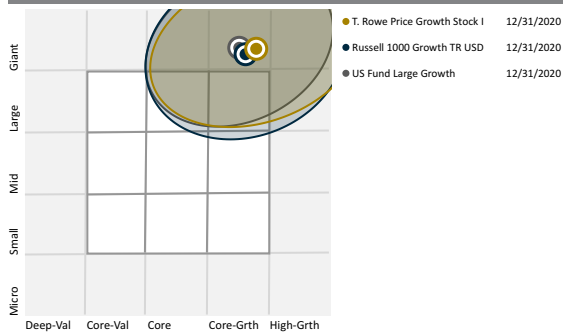


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
T. Rowe Price Growth Stock I	37.09	2	37.09	2	21.18	2	19.33	2	17.21	1
Russell 1000 Growth TR USD	38.49	2	38.49	2	22.99	2	21.00	1	17.21	1
US Fund Large Growth	34.82	2	34.82	2	20.21	3	18.04	3	14.66	3

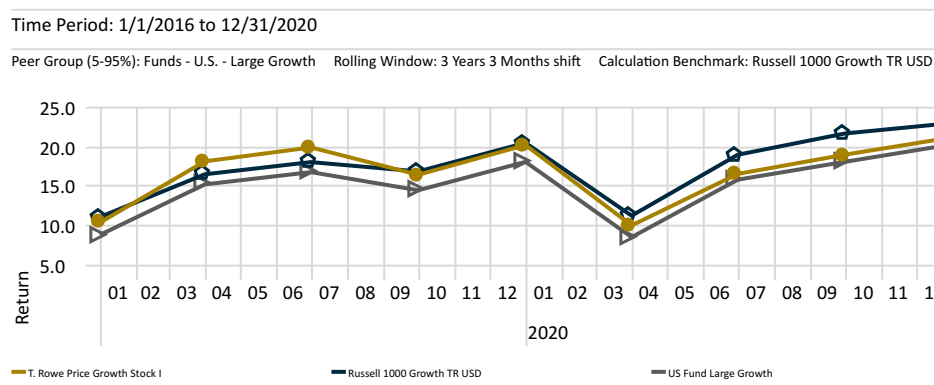
Risk-Reward



Holdings-Based Style Map



Rolling Returns



T. Rowe Price Growth Stock I - Risk

Time Period: 1/1/2016 to 12/31/2020

Calculation Benchmark: Russell 1000 Growth TR USD

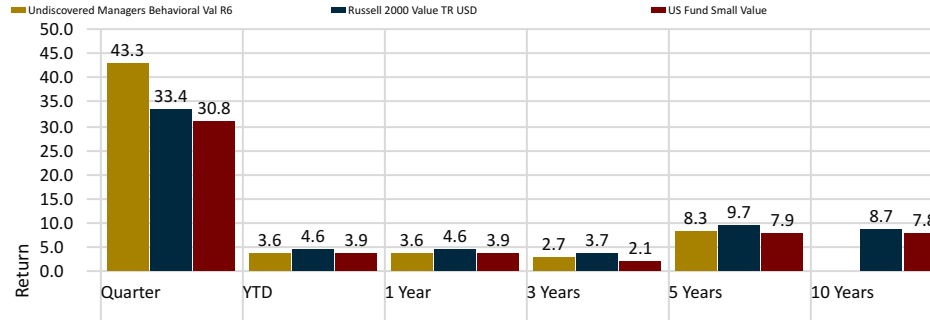
	Inv	Bmk1
Return	19.33	21.00
Std Dev	17.01	16.30
Downside Deviation	2.97	0.00
Alpha	-1.61	0.00
Beta	1.02	1.00
R2	94.96	100.00
Sharpe Ratio (arith)	1.07	1.22
Tracking Error	3.84	0.00

Key Information

Morningstar Category: US Fund Small Value
 Morningstar Rating Overall: ★ ★ ★
 Inception Date: 4/30/2013
 Expense Ratio: 0.80
 Fund Size (Mil): 5,650.25
 Portfolio Date: 11/30/2020
 Manager Name: Multiple

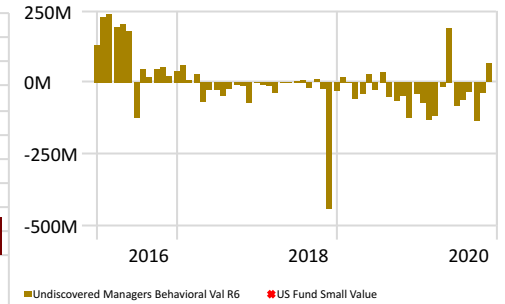
Returns

As of Date: 12/31/2020 Calculation Benchmark: Russell 2000 Value TR USD

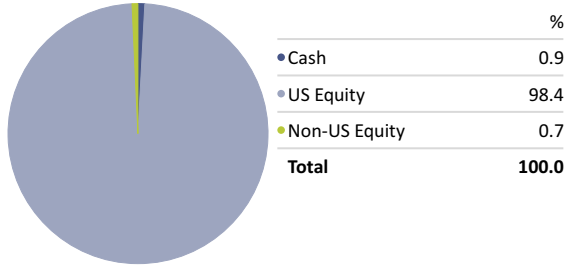


Monthly Estimated Fund-Level Net Flow

Time Period: 1/1/2016 to 12/31/2020

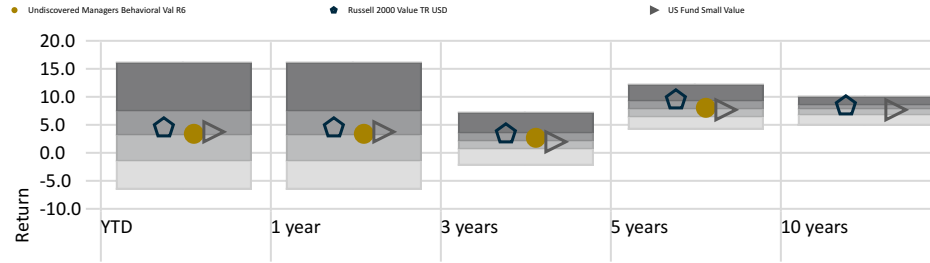


Asset Allocation



Performance Relative to Peer Group

Peer Group (5-95%): Funds - U.S. - Small Value

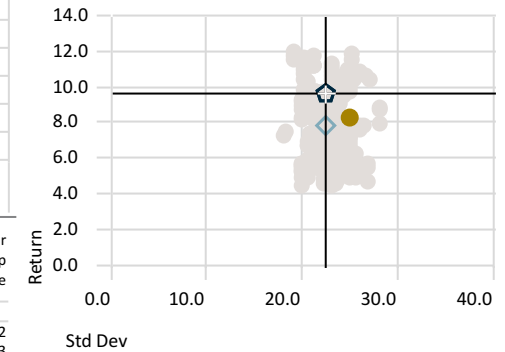


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Undiscovered Managers Behavioral Val R6	3.62	2	3.62	2	2.72	2	8.28	2		
Russell 2000 Value TR USD	4.63	2	4.63	2	3.72	1	9.65	1	8.66	2
US Fund Small Value	3.87	2	3.87	2	2.13	3	7.89	2	7.81	3

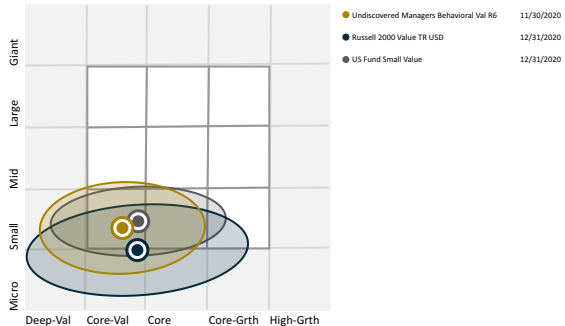
Risk-Reward

Time Period: 1/1/2016 to 12/31/2020

Peer Group (5-95%): Funds - U.S. - Small Value Calculation Benchmark: Russell 2000 Value TR USD



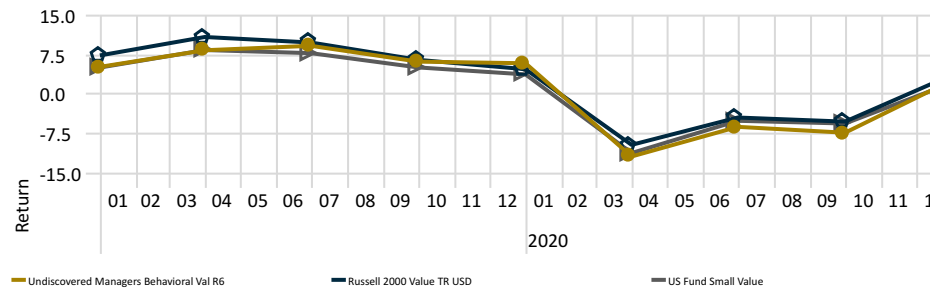
Holdings-Based Style Map



Rolling Returns

Time Period: 1/1/2016 to 12/31/2020

Peer Group (5-95%): Funds - U.S. - Small Value Rolling Window: 3 Years 3 Months shift Calculation Benchmark: Russell 2000 Value TR USD



Undiscovered Managers Behavioral Val R6 - Risk

Time Period: 1/1/2016 to 12/31/2020

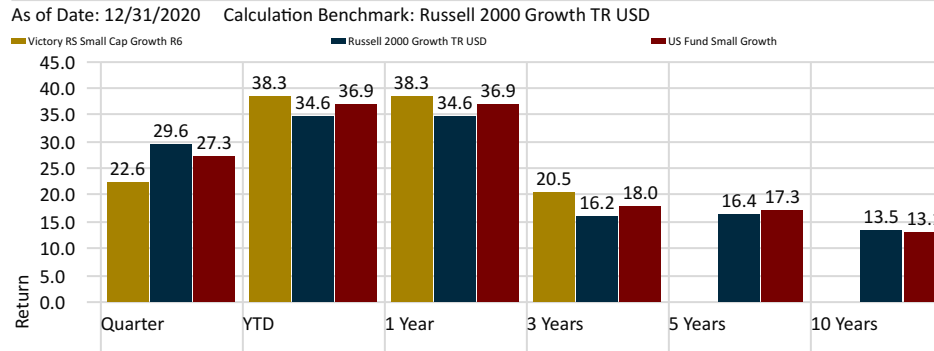
Calculation Benchmark: Russell 2000 Value TR USD

	Inv	Bmk1
Return	8.28	9.65
Std Dev	24.91	22.34
Downside Deviation	4.44	0.00
Alpha	-1.52	0.00
Beta	1.09	1.00
R2	94.94	100.00
Sharpe Ratio (arith)	0.29	0.38
Tracking Error	5.93	0.00

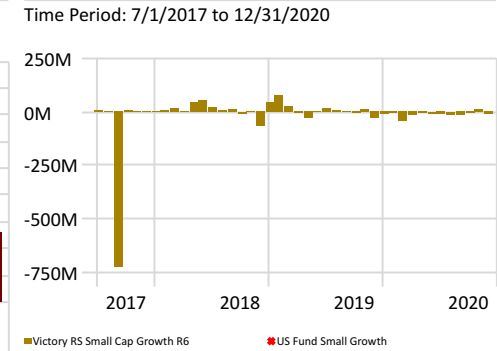
Key Information

Morningstar Category	US Fund Small Growth
Morningstar Rating Overall	★★★
Inception Date	7/12/2017
Expense Ratio	1.06
Fund Size (Mil)	3,144.26
Portfolio Date	12/31/2020
Manager Name	Multiple

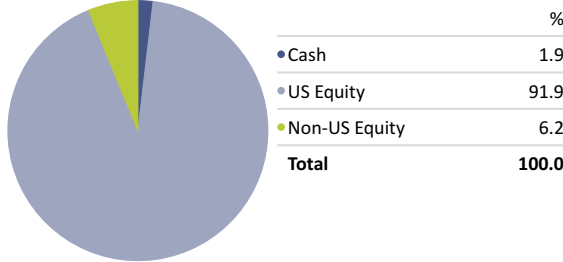
Returns



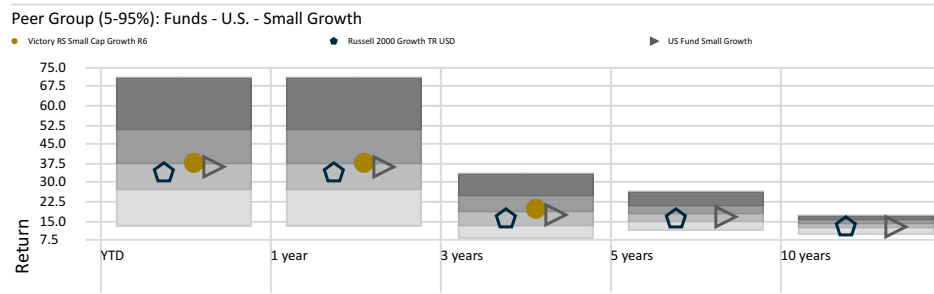
Monthly Estimated Fund-Level Net Flow



Asset Allocation

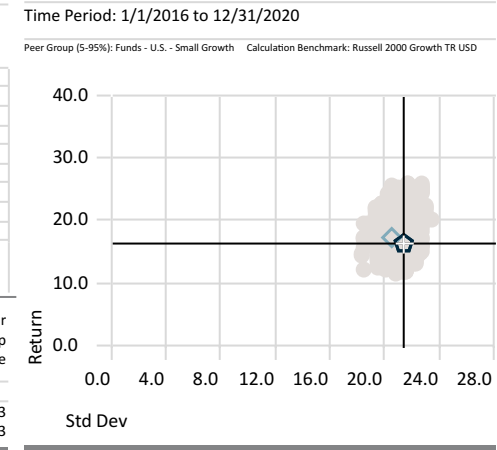


Performance Relative to Peer Group

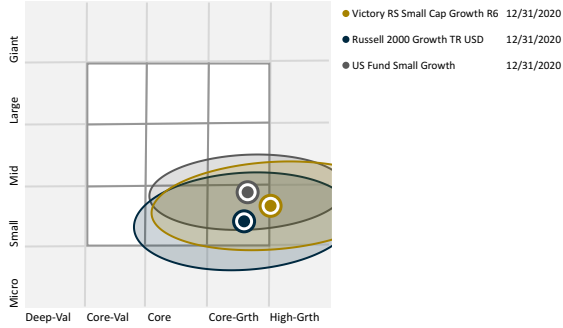


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Victory RS Small Cap Growth R6	38.32	2	38.32	2	20.47	2	-	-	-	-
Russell 2000 Growth TR USD	34.63	3	34.63	3	16.20	3	16.36	3	13.48	3
US Fund Small Growth	36.92	3	36.92	3	18.02	3	17.31	3	13.06	3

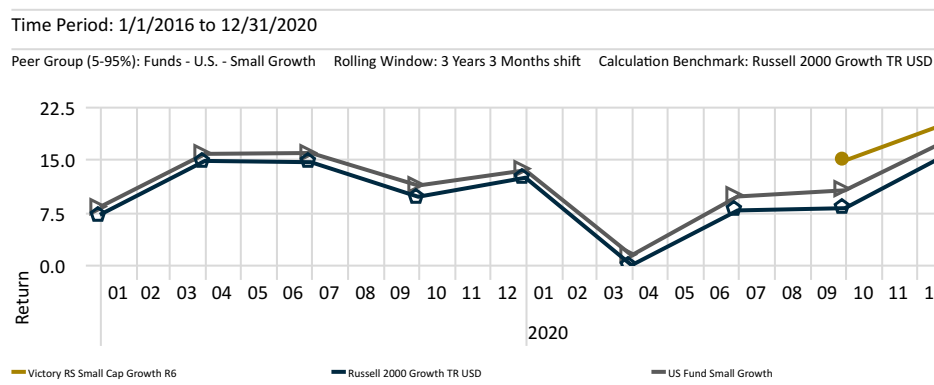
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Victory RS Small Cap Growth R6 - Risk

Time Period: 1/1/2016 to 12/31/2020

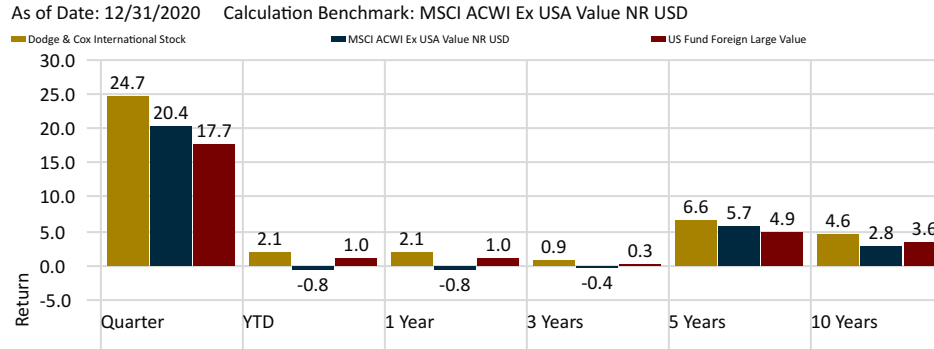
Calculation Benchmark: Russell 2000 Growth TR USD

	Inv	Bmk1
Return	16.36	16.36
Std Dev	21.46	21.46
Downside Deviation	0.00	0.00
Alpha	0.00	0.00
Beta	1.00	1.00
R2	100.00	100.00
Sharpe Ratio (arith)	0.71	0.71
Tracking Error	0.00	0.00

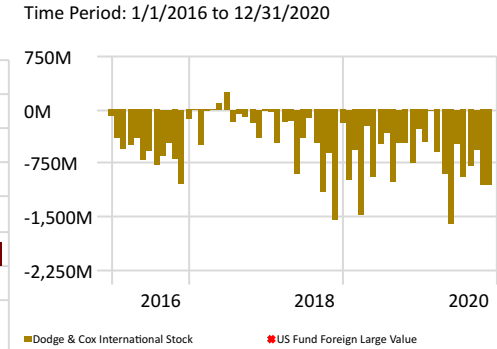
Key Information

Morningstar Category	US Fund Foreign Large Value
Morningstar Rating Overall	★★★
Inception Date	5/1/2001
Expense Ratio	0.63
Fund Size (Mil)	40,788.65
Portfolio Date	12/31/2020
Manager Name	Multiple

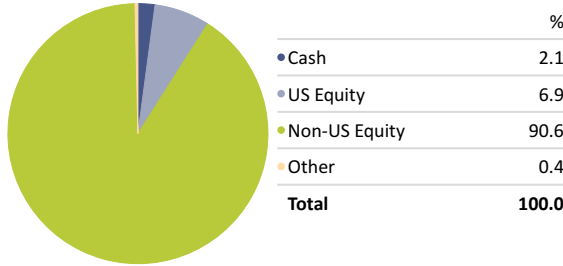
Returns



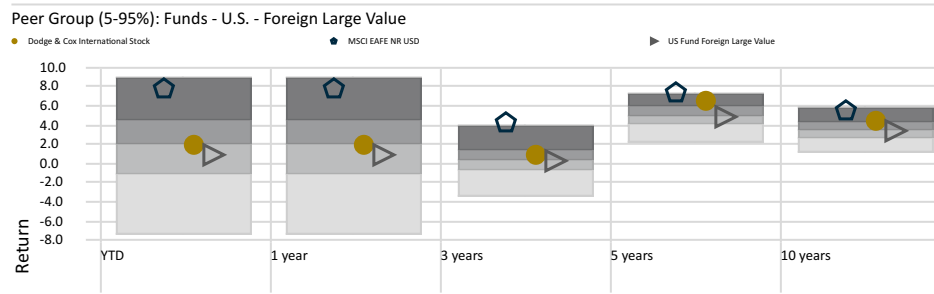
Monthly Estimated Fund-Level Net Flow



Asset Allocation

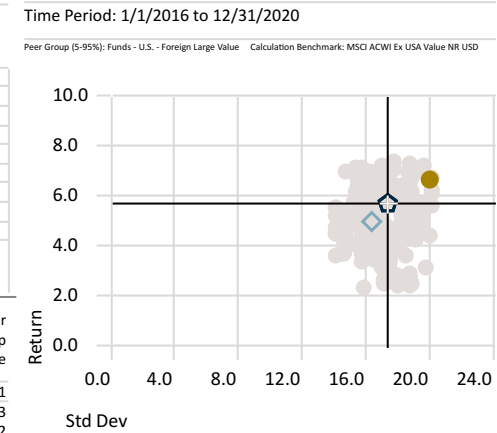


Performance Relative to Peer Group

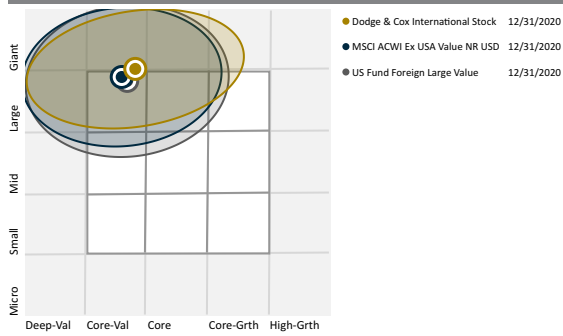


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Dodge & Cox International Stock	2.10	2	2.10	2	0.93	2	6.65	1	4.63	1
MSCI ACWI Ex USA Value NR USD	-0.77	3	-0.77	3	-0.41	3	5.70	2	2.78	3
US Fund Foreign Large Value	1.01	3	1.01	3	0.30	3	4.94	2	3.55	2

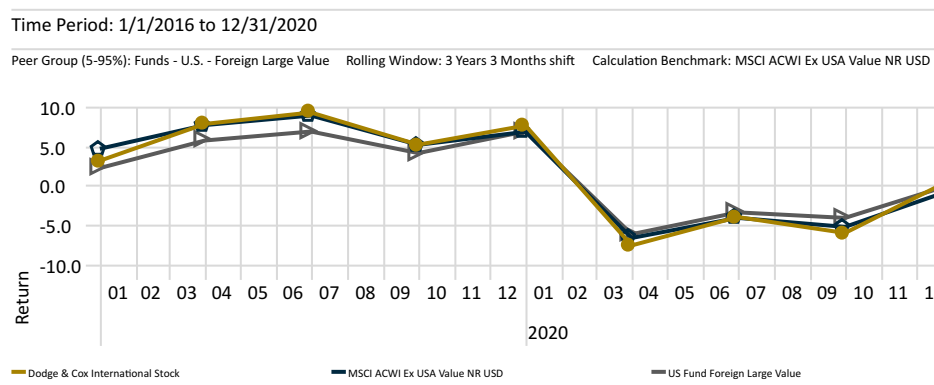
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Dodge & Cox International Stock - Risk

Time Period: 1/1/2016 to 12/31/2020

Calculation Benchmark: MSCI ACWI Ex USA Value NR USD

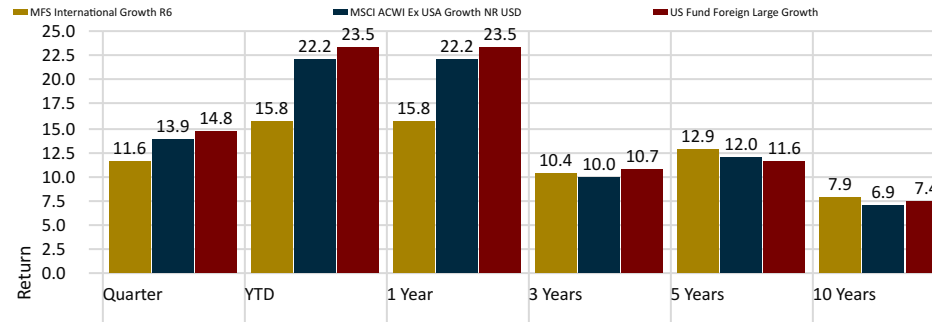
	Inv	Bmk1
Return	6.65	5.70
Std Dev	20.01	17.29
Downside Deviation	2.74	0.00
Alpha	0.58	0.00
Beta	1.14	1.00
R2	96.71	100.00
Sharpe Ratio (arith)	0.27	0.26
Tracking Error	4.35	0.00

Key Information

Morningstar Category: US Fund Foreign Large Growth
 Morningstar Rating Overall: ★★ ★
 Inception Date: 5/1/2006
 Expense Ratio: 0.74
 Fund Size (Mil): 13,382.38
 Portfolio Date: 12/31/2020
 Manager Name: Multiple

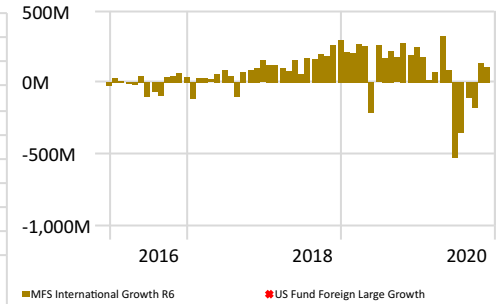
Returns

As of Date: 12/31/2020 Calculation Benchmark: MSCI ACWI Ex USA Growth NR USD

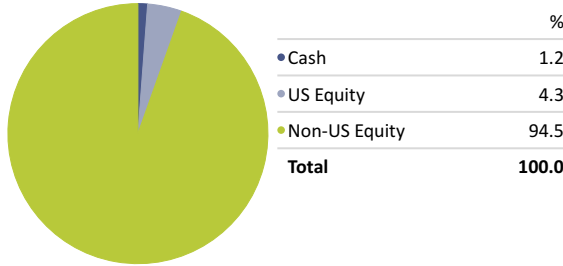


Monthly Estimated Fund-Level Net Flow

Time Period: 1/1/2016 to 12/31/2020

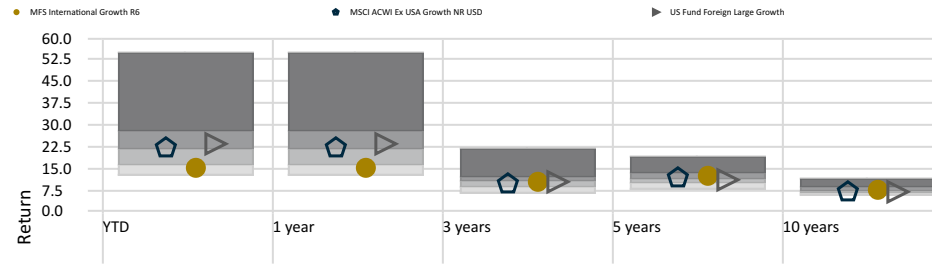


Asset Allocation



Performance Relative to Peer Group

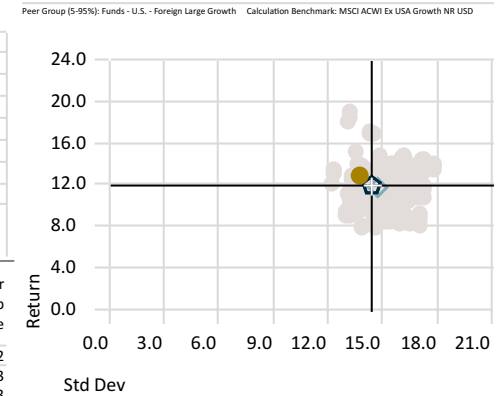
Peer Group (5-95%): Funds - U.S. - Foreign Large Growth



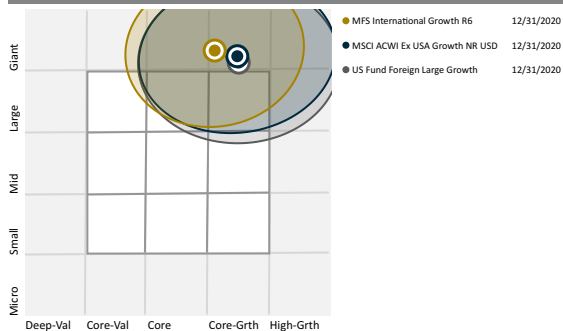
	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
MFS International Growth R6	15.82	4	15.82	4	10.38	2	12.88	2	7.86	2
MSCI ACWI Ex USA Growth NR USD	22.20	2	22.20	2	10.02	3	11.97	2	6.94	3
US Fund Foreign Large Growth	23.45	2	23.45	2	10.67	2	11.63	2	7.43	3

Risk-Reward

Time Period: 1/1/2016 to 12/31/2020



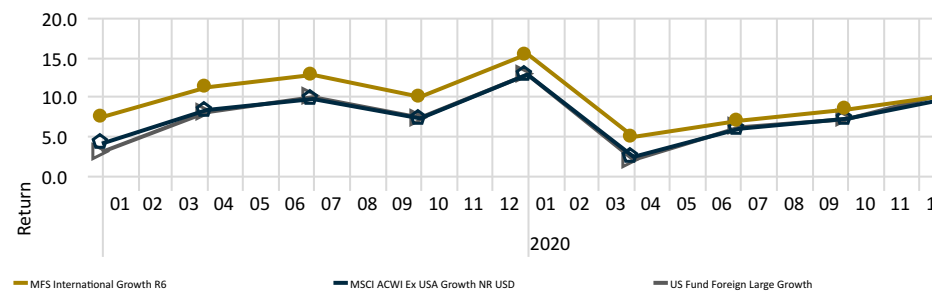
Holdings-Based Style Map



Rolling Returns

Time Period: 1/1/2016 to 12/31/2020

Peer Group (5-95%): Funds - U.S. - Foreign Large Growth Rolling Window: 3 Years 3 Months shift Calculation Benchmark: MSCI ACWI Ex USA Growth NR USD



MFS International Growth R6 - Risk

Time Period: 1/1/2016 to 12/31/2020

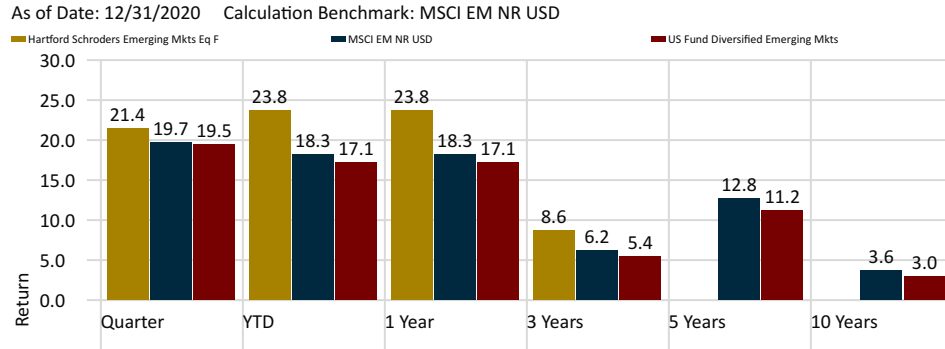
Calculation Benchmark: MSCI ACWI Ex USA Growth NR USD

	Inv	Bmk1
Return	12.88	11.97
Std Dev	13.73	14.39
Downside Deviation	2.07	0.00
Alpha	1.49	0.00
Beta	0.93	1.00
R2	95.64	100.00
Sharpe Ratio (arith)	0.85	0.75
Tracking Error	3.04	0.00

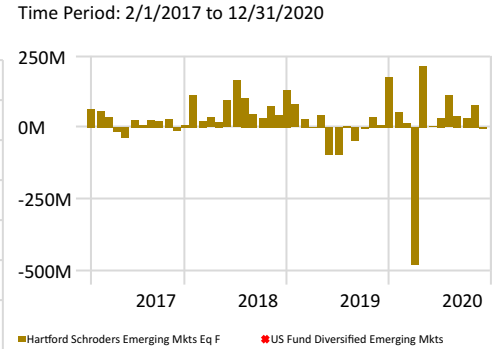
Key Information

Morningstar Category: US Fund Diversified Emerging Mkts
 Morningstar Rating Overall: ★★★★★
 Inception Date: 2/28/2017
 Expense Ratio: 1.06
 Fund Size (Mil): 6,004.25
 Portfolio Date: 12/31/2020
 Manager Name: Multiple

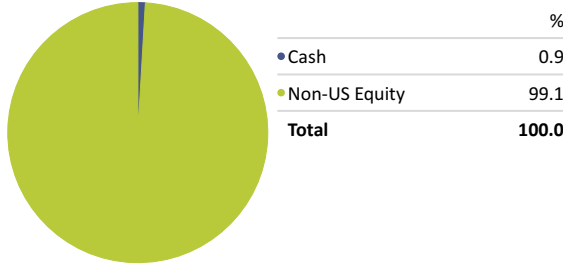
Returns



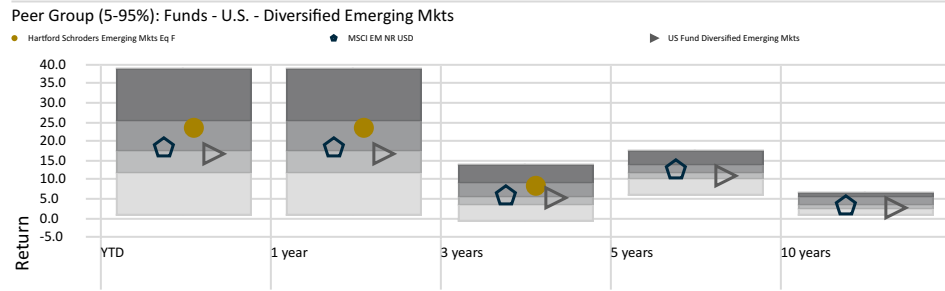
Monthly Estimated Fund-Level Net Flow



Asset Allocation

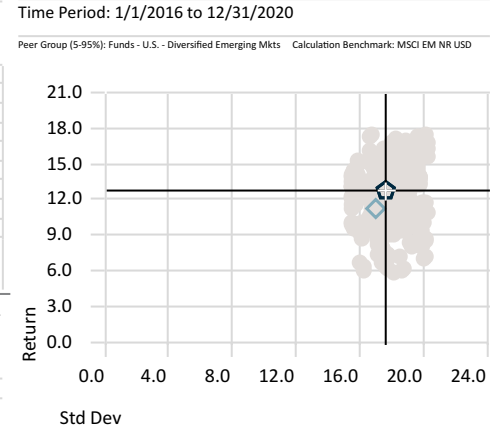


Performance Relative to Peer Group

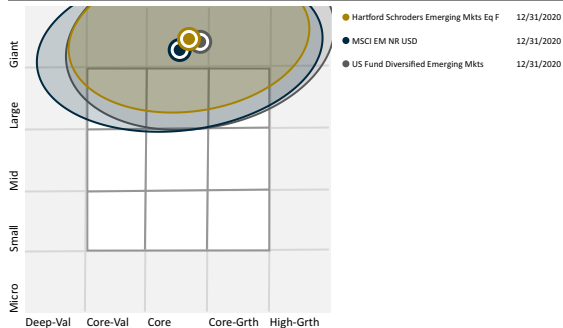


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
Hartford Schroders Emerging Mkts Eq F	23.78	2	23.78	2	8.59	2				
MSCI EM NR USD	18.31	2	18.31	2	6.17	2	12.81	2	3.63	3
US Fund Diversified Emerging Mkts	17.15	3	17.15	3	5.37	3	11.23	3	3.00	3

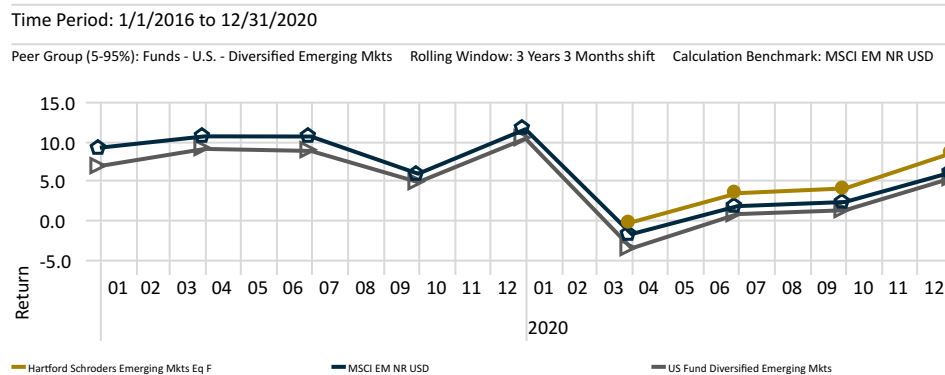
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Hartford Schroders Emerging Mkts Eq F - Risk

Time Period: 1/1/2016 to 12/31/2020

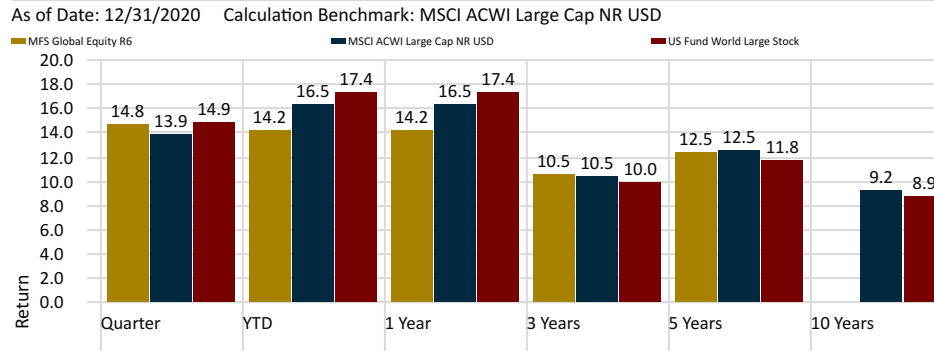
Calculation Benchmark: MSCI EM NR USD

	Inv	Bmk1
Return		12.81
Std Dev		17.58
Downside Deviation		0.00
Alpha		0.00
Beta		1.00
R2		100.00
Sharpe Ratio (arith)		0.66
Tracking Error		0.00

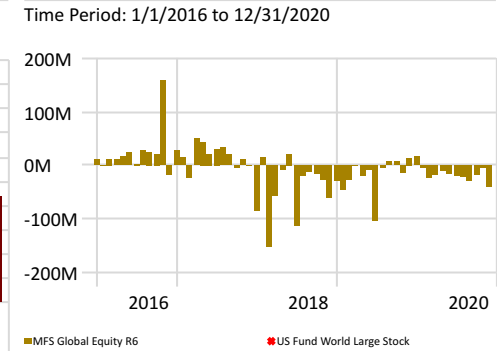
Key Information

Morningstar Category	US Fund World Large Stock
Morningstar Rating Overall	★★★
Inception Date	6/1/2012
Expense Ratio	0.82
Fund Size (Mil)	3,348.20
Portfolio Date	12/31/2020
Manager Name	Multiple

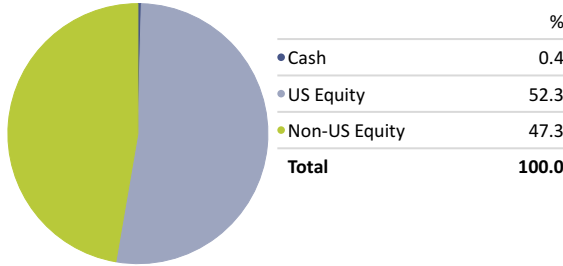
Returns



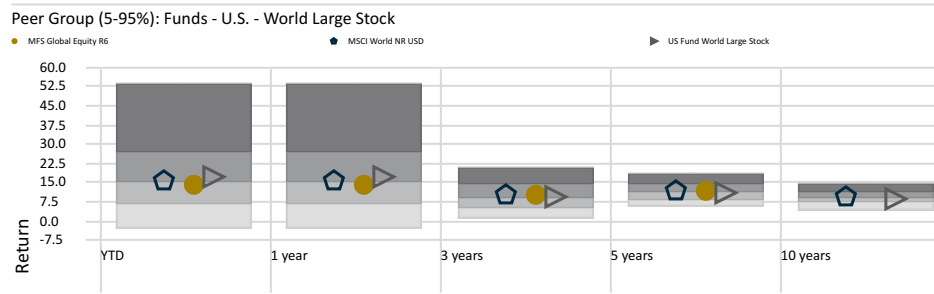
Monthly Estimated Fund-Level Net Flow



Asset Allocation

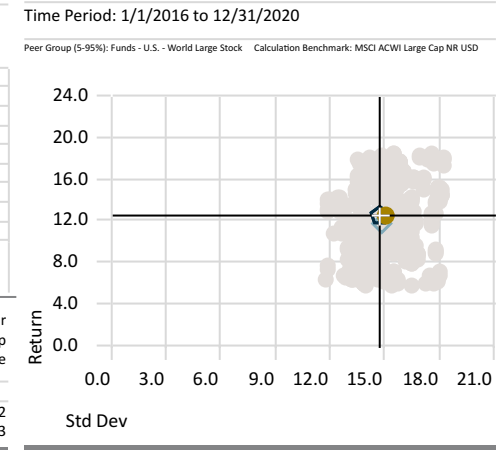


Performance Relative to Peer Group

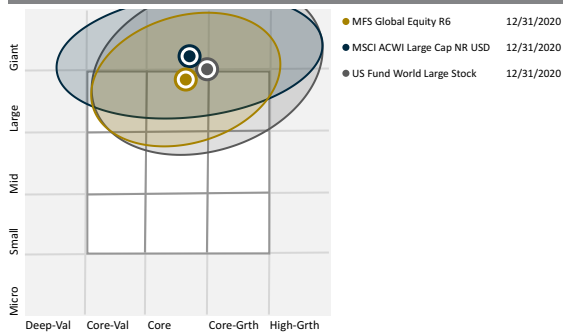


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
MFS Global Equity R6	14.25	3	14.25	3	10.54	2	12.47	2		
MSCI ACWI Large Cap NR USD	16.46	2	16.46	2	10.48	2	12.52	2	9.25	2
US Fund World Large Stock	17.45	2	17.45	2	9.96	2	11.79	2	8.85	3

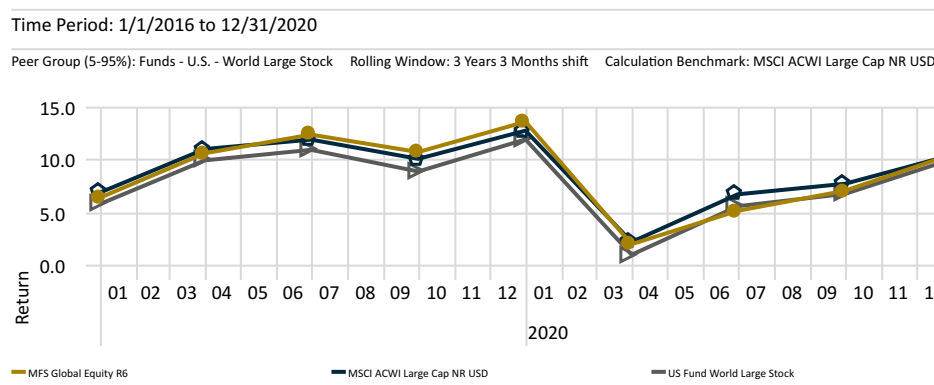
Risk-Reward



Holdings-Based Style Map



Rolling Returns



MFS Global Equity R6 - Risk

Time Period: 1/1/2016 to 12/31/2020

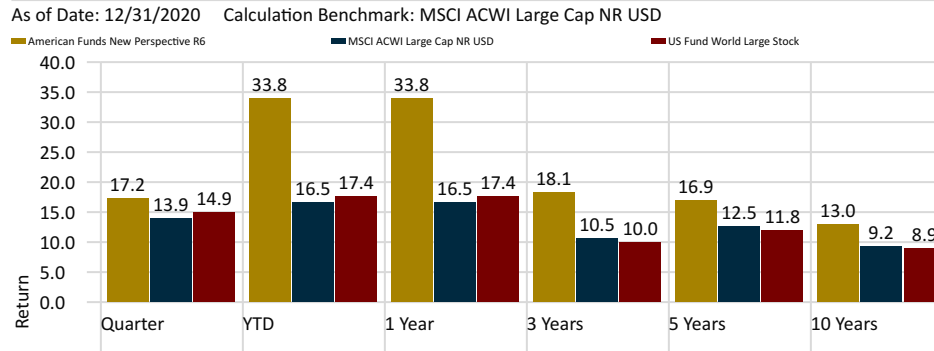
Calculation Benchmark: MSCI ACWI Large Cap NR USD

	Inv	Bmk1
Return	12.47	12.52
Std Dev	15.06	14.74
Downside Deviation	2.05	0.00
Alpha	0.02	0.00
Beta	1.00	1.00
R2	95.68	100.00
Sharpe Ratio (arith)	0.75	0.77
Tracking Error	3.14	0.00

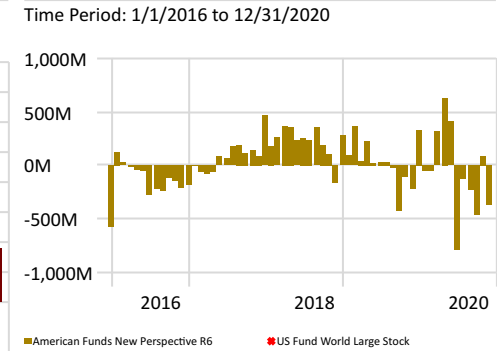
Key Information

Morningstar Category: US Fund World Large Stock
 Morningstar Rating Overall: ★★★★★
 Inception Date: 5/1/2009
 Expense Ratio: 0.42
 Fund Size (Mil): 135,290.40
 Portfolio Date: 12/31/2020
 Manager Name: Multiple

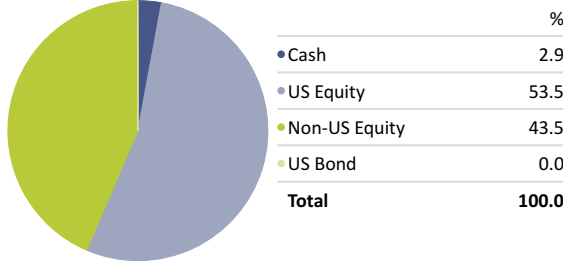
Returns



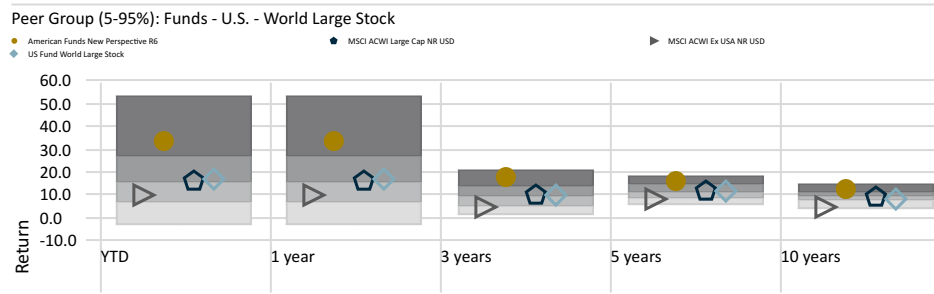
Monthly Estimated Fund-Level Net Flow



Asset Allocation

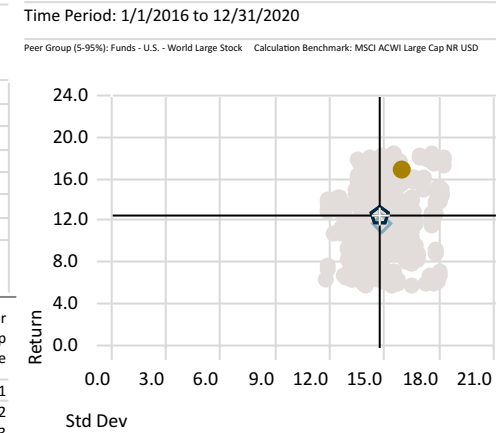


Performance Relative to Peer Group

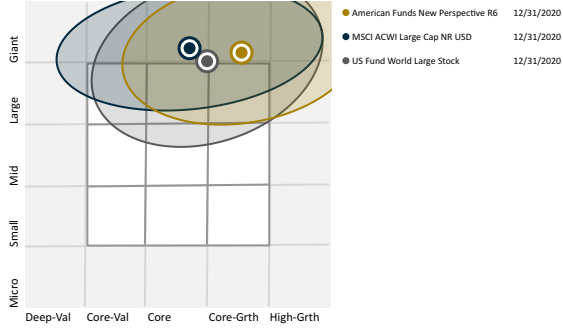


	YTD	Peer group quartile	1 year	Peer group quartile	3 years	Peer group quartile	5 years	Peer group quartile	10 years	Peer group quartile
American Funds New Perspective R6	33.81	1	33.81	1	18.14	1	16.85	1	13.04	1
MSCI ACWI Large Cap NR USD	16.46	2	16.46	2	10.48	2	12.52	2	9.25	2
US Fund World Large Stock	17.45	2	17.45	2	9.96	2	11.79	2	8.85	3

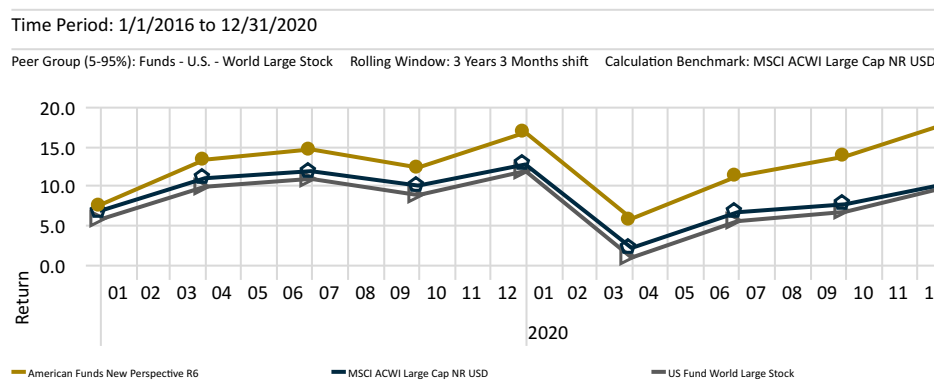
Risk-Reward



Holdings-Based Style Map



Rolling Returns



American Funds New Perspective R6 - Risk

Time Period: 1/1/2016 to 12/31/2020

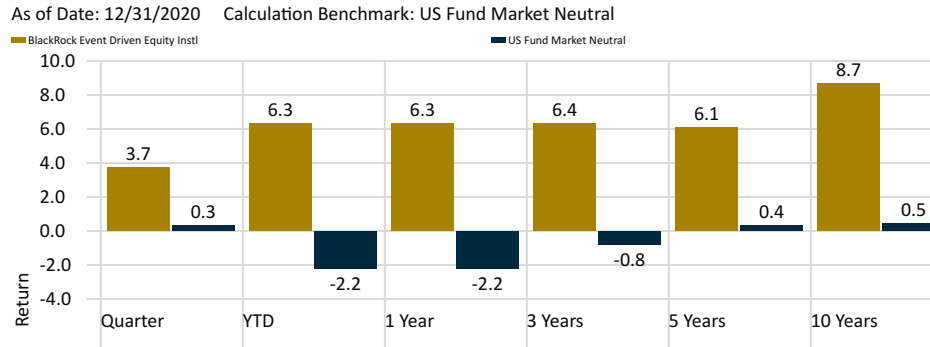
Calculation Benchmark: MSCI ACWI Large Cap NR USD

	Inv	Bmk1
Return	16.85	12.52
Std Dev	16.00	14.74
Downside Deviation	1.85	0.00
Alpha	3.29	0.00
Beta	1.06	1.00
R2	95.52	100.00
Sharpe Ratio (arith)	0.98	0.77
Tracking Error	3.51	0.00

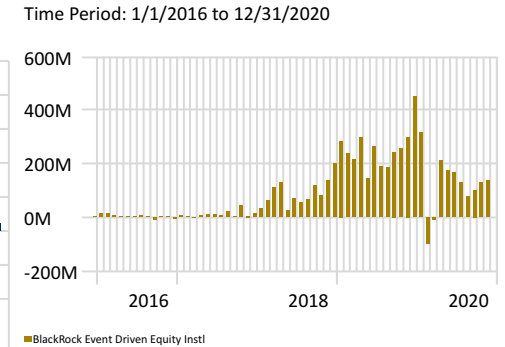
Key Information

Morningstar Category	US Fund Market Neutral
Morningstar Rating Overall	★★★★★
Inception Date	12/19/2007
Expense Ratio	1.36
Fund Size (Mil)	6,534.08
Portfolio Date	12/31/2020
Manager Name	Mark McKenna

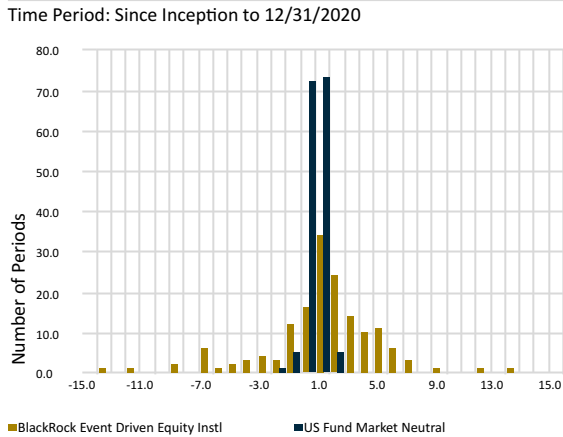
Returns



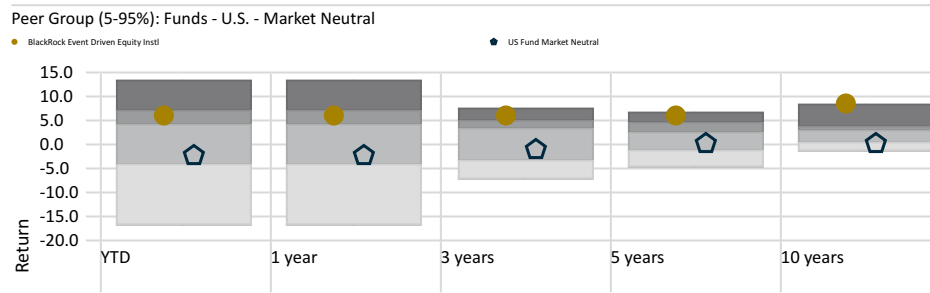
Monthly Estimated Fund-Level Net Flow



Return Distribution - BlackRock Event Driven Equity Instl

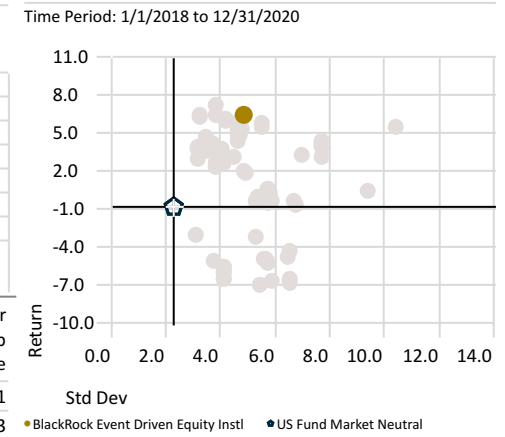


Performance Relative to Peer Group



	YTD	Peer group 1 year	Peer group 3 years	Peer group 5 years	Peer group 10 years					
BlackRock Event Driven Equity Instl	6.30	2	6.30	2	6.36	1	6.10	1	8.71	1
US Fund Market Neutral	-2.22	3	-2.22	3	-0.85	3	0.36	3	0.49	3

Risk-Reward

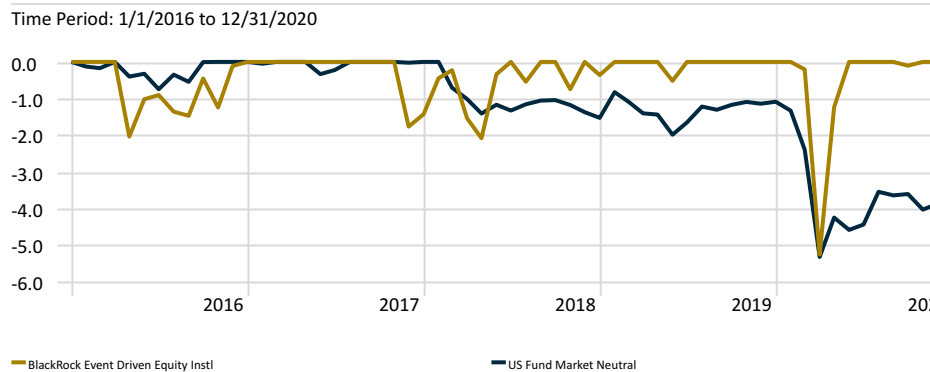


Correlation Matrix

Time Period: 1/1/2008 to 12/31/2020

	1	2	3
1 BlackRock Event Driven Equity Instl	1.00		
2 BBgBarc US Agg Bond TR USD	0.02	1.00	
3 S&P 500 TR (1989)	0.80	0.04	1.00

Drawdown



BlackRock Event Driven Equity Instl - Risk

Time Period: Since Inception to 12/31/2020

Calculation Benchmark: US Fund Market Neutral

	Inv	Bmk1	+/- Bmk1
Return	5.73	0.03	5.70
Std Dev	13.29	1.93	11.36
Downside Deviation	8.87	0.00	8.87
Alpha	7.47	0.00	7.47
Beta	2.85	1.00	1.85
R2	17.41	100.00	-82.59
Sharpe Ratio (arith)	0.39	-0.30	0.69
Tracking Error	12.64	0.00	12.64

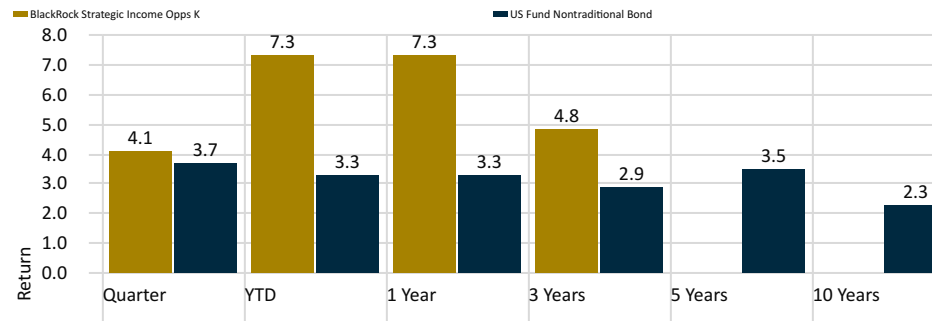
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Key Information

Morningstar Category: US Fund Nontraditional Bond
 Morningstar Rating Overall: ★★★★★
 Inception Date: 3/28/2016
 Expense Ratio: 0.76
 Fund Size (Mil): 35,673.65
 Portfolio Date: 10/31/2020
 Manager Name: Multiple

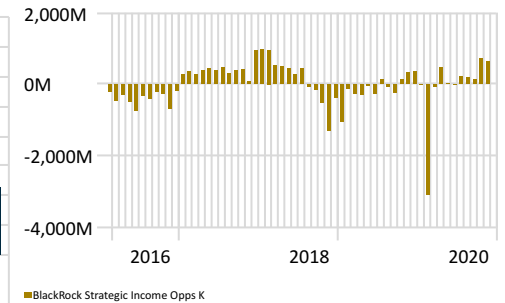
Returns

As of Date: 12/31/2020 Calculation Benchmark: US Fund Nontraditional Bond



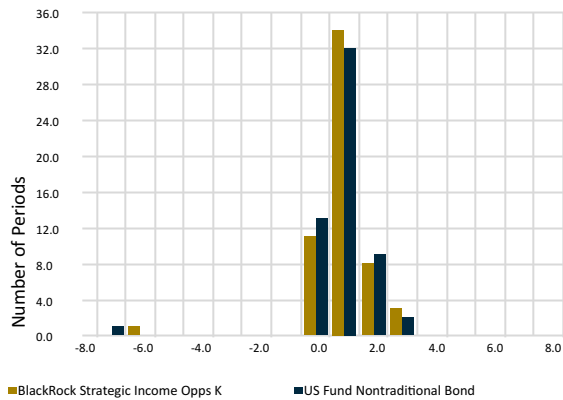
Monthly Estimated Fund-Level Net Flow

Time Period: 3/1/2016 to 12/31/2020



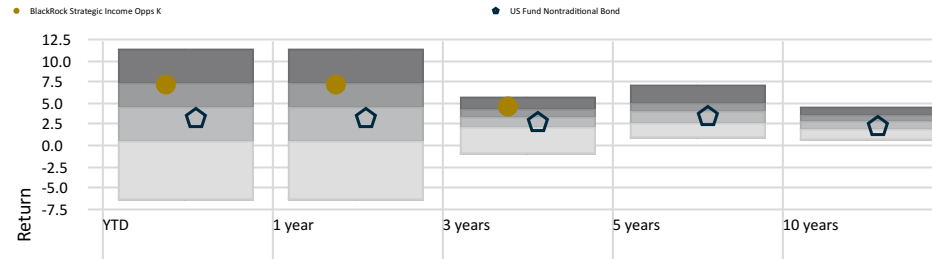
Return Distribution - BlackRock Strategic Income Opps K

Time Period: Since Inception to 12/31/2020



Performance Relative to Peer Group

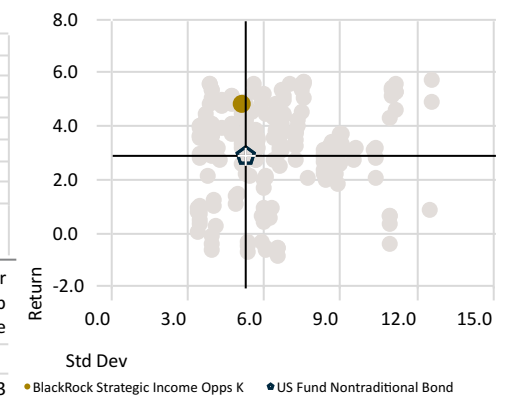
Peer Group (5-95%): Funds - U.S. - Nontraditional Bond



	YTD	Peer group 1 year	Peer group 3 years	Peer group 5 years	Peer group 10 years
BlackRock Strategic Income Opps K	7.29	1	1	4.81	1
US Fund Nontraditional Bond	3.29	3	3	2.88	3

Risk-Reward

Time Period: 1/1/2018 to 12/31/2020



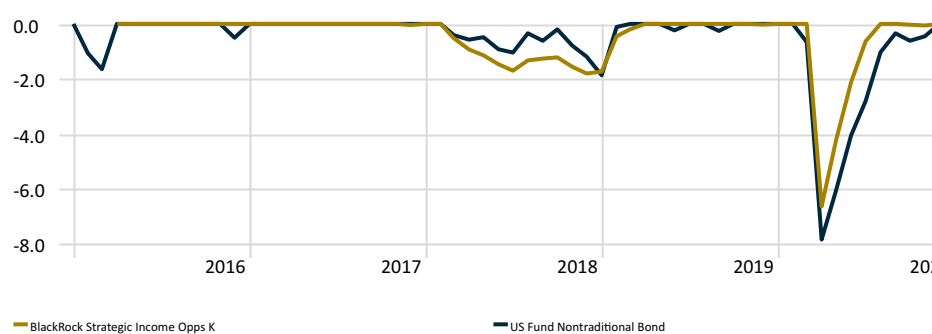
Correlation Matrix

Time Period: 4/1/2016 to 12/31/2020

	1	2	3
1 BlackRock Strategic Income Opps K	1.00		
2 BBgBarc US Agg Bond TR USD	0.30	1.00	
3 S&P 500 TR (1989)	0.72	0.02	1.00

Drawdown

Time Period: 1/1/2016 to 12/31/2020



BlackRock Strategic Income Opps K - Risk

Time Period: Since Inception to 12/31/2020

	Inv	Bmk1	+/- Bmk1
Return	4.98	3.71	1.27
Std Dev	4.11	4.25	-0.14
Downside Deviation	0.61	0.00	0.61
Alpha	1.40	0.00	1.40
Beta	0.93	1.00	-0.07
R2	91.95	100.00	-8.05
Sharpe Ratio (arith)	0.92	0.59	0.33
Tracking Error	1.22	0.00	1.22

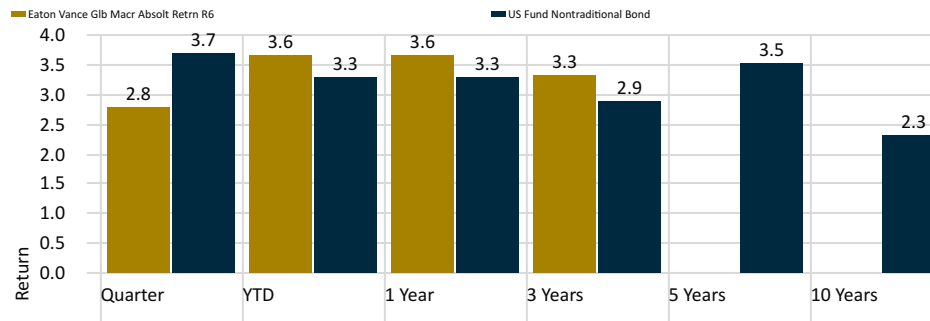
Source: Morningstar Direct, as of December 31, 2020, Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

Key Information

Morningstar Category: US Fund Nontraditional Bond
 Morningstar Rating Overall: ★★ ★
 Inception Date: 5/31/2017
 Expense Ratio: 0.69
 Fund Size (Mil): 3,191.59
 Portfolio Date: 10/31/2020
 Manager Name: Multiple

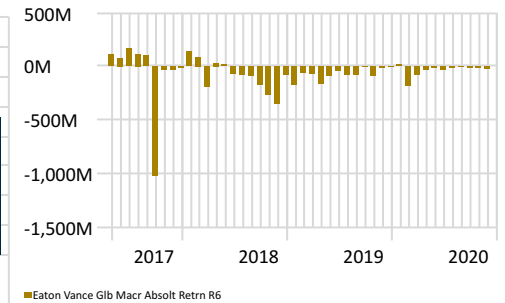
Returns

As of Date: 12/31/2020 Calculation Benchmark: US Fund Nontraditional Bond



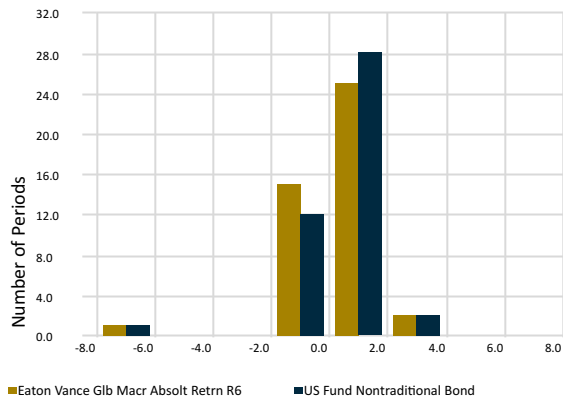
Monthly Estimated Fund-Level Net Flow

Time Period: 5/1/2017 to 12/31/2020



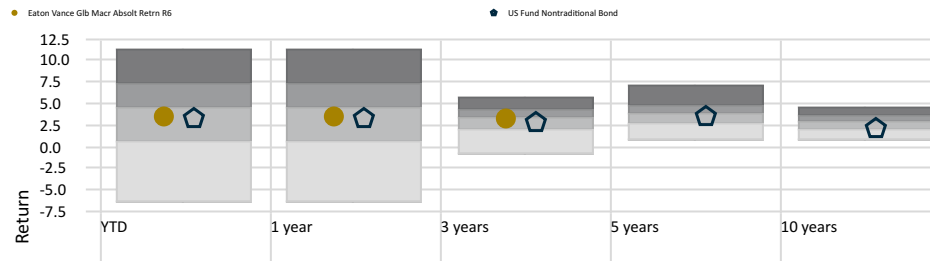
Return Distribution - Eaton Vance Glb Macr Absolt Retr R6

Time Period: Since Inception to 12/31/2020



Performance Relative to Peer Group

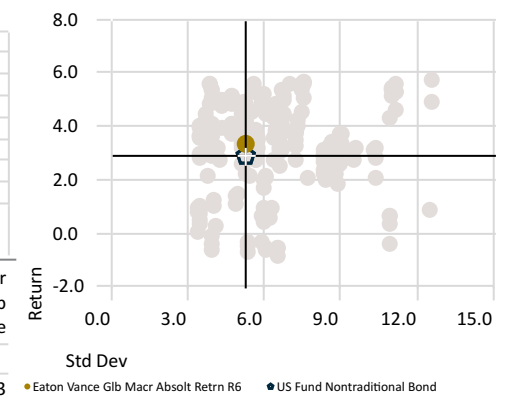
Peer Group (5-95%): Funds - U.S. - Nontraditional Bond



	YTD	Peer group 1 year quartile	Peer group 3 years quartile	Peer group 5 years quartile	Peer group 10 years quartile	Peer group quartile
Eaton Vance Glb Macr Absolt Retr R6	3.65	3	3.65	3	3.31	2
US Fund Nontraditional Bond	3.29	3	3.29	3	2.88	3
					3	3.52
					3	2.33
					3	3

Risk-Reward

Time Period: 1/1/2018 to 12/31/2020



Correlation Matrix

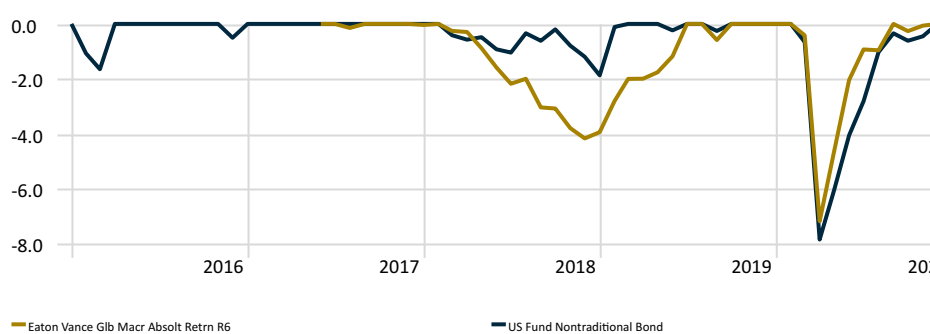
Time Period: 6/1/2017 to 12/31/2020

	1	2	3
1 Eaton Vance Glb Macr Absolt Retr R6	1.00		
2 BBgBarc US Agg Bond TR USD	0.17	1.00	
3 S&P 500 TR (1989)	0.66	0.03	1.00

Legend: 1.00 to 0.80 (dark blue), 0.80 to 0.60 (medium blue), 0.60 to 0.40 (light blue), 0.40 to 0.20 (very light blue), 0.20 to 0.00 (white), 0.00 to -0.20 (light orange), -0.20 to -0.40 (orange), -0.40 to -0.60 (dark orange), -0.60 to -0.80 (red-orange), -0.80 to -1.00 (red)

Drawdown

Time Period: 1/1/2016 to 12/31/2020



Eaton Vance Glb Macr Absolt Retr R6 - Risk

Time Period: Since Inception to 12/31/2020

Calculation Benchmark: US Fund Nontraditional Bond

	Inv	Bmk1	+/- Bmk1
Return	3.28	2.92	0.37
Std Dev	4.86	4.81	0.05
Downside Deviation	1.44	0.00	1.44
Alpha	0.48	0.00	0.48
Beta	0.92	1.00	-0.08
R2	83.11	100.00	-16.89
Sharpe Ratio (arith)	0.38	0.30	0.07
Tracking Error	2.04	0.00	2.04

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