

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, in lieu of a public gathering, the Board meeting will be accessible via television and live-streaming to all members of the public as permitted by Government Code section 54953(e). 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. Access via Zoom is also available via the following link: <https://ems8.intellor.com/join/iClHzkg5nY>. To indicate you wish to speak on an agenda item, please "raise your hand" in the Zoom app.

Meetings of the Board are closed-captioned in real time. Public comment generally will be limited to two minutes. Your patience is appreciated. A Spanish language interpreter is available to assist Spanish-speaking callers.

A lunch break or closed session may be called at the discretion of the Board Chair. Staff reports related to open session items on the agenda are also accessible online at www.contracosta.ca.gov.

AGENDA
November 2, 2021

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

Closed Session

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

Agency Negotiators: Monica Nino and Lewis Broschard.

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. PUBLIC EMPLOYEE APPOINTMENT

Title: Public Defender

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

1. *Vicki Conway v. Contra Costa County*, WCAB No. ADJ11306804

D. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Gov. Code, § 54956.9(d)(2): [One potential case.]

1. Claim of Arnulfo M. Ramirez.

Inspirational Thought- *"Autumn carries more gold in its pocket than all the other seasons."* ~Jim Bishop

PRESENTATIONS (5 Minutes Each)

- PR.1** PRESENTATION proclaiming November 3, 2021 as Contra Costa County Shelter-in-Place Education Day. (Nicole Heath, Health Services Hazardous Materials Division and Tony Semenza, Contra Costa Community Awareness & Emergency Response (CAER) Executive Director)
- PR.2** PRESENTATION recognizing November 3, 2021 as Black Family Health Day. (Supervisors Burgis and Glover)
- PR.3** PRESENTATION recognizing the 20TH anniversary of the Contra Costa Alliance to End Abuse and the 10th anniversary of the Family Justice Center. (Supervisor Burgis)

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.64 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

DISCUSSION ITEMS

- D.1** ACCEPT update on COVID-19; and PROVIDE direction to staff. (Anna Roth, Health Services Director and Dr. Sefanit Mekuria, Deputy Health Officer)

D.2 CONSIDER authorizing the Board of Supervisors, in all its capacities, and its subcommittees and advisory bodies, to continue teleconference meetings under Government Code section 54953(e), make related findings, and take related actions. (Mary Ann McNett Mason, County Counsel)

D. 3 CONSIDER Consent Items previously removed.

D. 4 PUBLIC COMMENT (2 Minutes/Speaker)

D. 5 CONSIDER reports of Board members.

ADJOURN in memory of
Pat Keeble
political editor of the Contra Costa Times

CONSENT ITEMS

Road and Transportation

- C. 1** ADOPT Resolution No. 2021/334 approving and authorizing the Public Works Director, or designee, to fully close a portion of Lenox Road, Avon Road, Richardson Road, Stratford Road, Willow Lane, Coventry Road and Ocean View Avenue, on November 2, 2021 through May 30, 2022 from 7:00 a.m. through 4:30 p.m., for the purpose of installing new water main pipelines, Kensington area. (No fiscal impact)
- C. 2** ADOPT Resolution No. 2021/335 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Fordham Street between El Portal Drive and Arundel Way, for one working day between October 7, 2021 and October 8, 2021 from 8:00 a.m. through 4:00 p.m., for the purpose of emergency replacement of a sewer main, San Pablo area. (No fiscal impact)
- C. 3** ADOPT Traffic Resolution No. 2021/4507 to prohibit stopping, standing, or parking on a portion of Shell Avenue (Road No. 3281), as recommended by the Public Works Director, Martinez area. (No fiscal impact)
- C. 4** ADOPT Traffic Resolution No. 2021/4508 to prohibit stopping, standing, or parking on a portion of Martinez Avenue (Road No. 3484D), as recommended by the Public Works Director, Martinez area. (No fiscal impact)
- C. 5** APPROVE the Tara Hills Full Trash Capture Installation Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Tara Hills area. (100% Caltrans)

Special Districts & County Airports

- C. 6** APPROVE and AUTHORIZE the Board Chair to execute a grant deed or development rights with Heather Paquette and Paul Franczyk on a portion of 100 Bridges Court in the unincorporated Alamo area, and a quitclaim deed to quitclaim to the Stonebridge Estates Homeowners' Association the County's development rights on a portion of Parcel C of the Stonebridge Estates residential subdivision (Subdivision 7633) in the unincorporated Alamo area; and take related actions under the California Environmental Quality Act, as recommended by the Conservation and Development Director. (Land Development Fund, Applicant fees)
- C. 7** APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract change order with Four M Contracting, Inc., effective November 2, 2021, in an amount not to exceed \$485,887, to be funded out of the approved project contingency for the Lower Walnut Creek Channel Restoration Project, Martinez area. (45% SF Bay Restoration Authority Grant, 30% Flood Control Zone 3B Funds, 25% Various Funds)

Claims, Collections & Litigation

- C. 8** RECEIVE public report of litigation settlement agreements that became final during the period of January 1, 2021, through September 30, 2021.
- C. 9** DENY claims filed by Kanai Allen, Nirivana Allen Jr., Nirivana Allen and Olivia Allen, Qzaiah Allen, Hannah Gnutzman, Progressive West Insurance, a subrogee of Maria Vidales-Amezola, Jesus Rojas, and Monica Thomas. DENY late claim filed by Jason L. Mosqueda.

Statutory Actions

- C. 10** APPROVE Board meeting minutes for October 2021, as on file with the Office of the Clerk of the Board.

Honors & Proclamations

- C. 11** ADOPT Resolution No. 2021/359 proclaiming November 14-20, 2021 as United Against Hate Week, as recommended by Supervisor Gioia.
- C. 12** ADOPT Resolution No. 2021/349 recognizing De La Salle High School upon their recognition from Multiplying Good, as recommended by Supervisor Mitchoff.

- C. 13** ADOPT Resolution No. 2021/354 proclaiming November 3, 2021 as Contra Costa County Shelter-in-Place Education Day, as recommended by the Health Services Director.
- C. 14** ADOPT Resolution No. 2021/371 proclaiming November 3, 2021 as Black Family Health Day in Contra Costa County, as recommended by Supervisors Burgis and Glover and the Health Services Director.
- C. 15** ADOPT Resolution No. 2021/372 recognizing the 20TH anniversary of the Contra Costa Alliance to End Abuse, as recommended by Supervisor Burgis and the Employment and Human Services Director.
- C. 16** ADOPT Resolution recognizing the 10th Anniversary of the Family Justice Center, as recommended by Supervisor Burgis.

Appointments & Resignations

- C. 17** ADOPT Resolution No. 2021/347 to reappoint Supervisor John Gioia as the Board of Supervisors representative and Supervisor Diane Burgis as the Board's alternate representative on the California State Association of Counties' Board of Directors to new terms beginning November 29, 2021 and ending on November 30, 2022, as recommended by Supervisor Burgis.
- C. 18** APPOINT John Haberkorn to the Concord Local Committee seat on the Advisory Council on Aging for a term ending September 30, 2023, as recommended by the Employment and Human Services Director.
- C. 19** APPROVE the medical staff appointments and reappointments, additional privileges, advancements and voluntary resignations, as recommend by the Medical Staff Executive Committee and by the Health Services Director.
- C. 20** APPROVE the medical staff appointments and reappointments, additional privileges, advancements, and voluntary resignations, as recommend by the Medical Staff Executive Committee and by the Health Services Director.
- C. 21** APPOINT Marshall Riddle to the At-Large #5 seat, Pier Angeli Linsangan to the At-Large #6 seat, Rebecca Brossa to the At-Large #2 seat, and Susan Frederick to the Commercial seat on the Managed Care Commission for terms ending August 31, 2024, as recommended by the Health Services Director.
- C. 22** APPOINT Sofia Navarro to the District V Public Sector Seat on the Economic Opportunity Council for a term ending June 30, 2023, as recommended by Supervisor Glover.

Appropriation Adjustments

- C. 23** Contingency Reserve (0990): APPROVE Appropriation Adjustment No. 5006 transferring \$1,879,400 in appropriations to the Animal Services (0366), County Counsel (0030), District Attorney (0242); Department of Information Technology & Telecommunications (0147) & (0060), Employment and Human Services (0503), Health Services - Hospital Enterprise (0540), Library (0620), Public Defender (0243) for fiscal year 2021-22 Venture Capital Projects. (100% General Fund)

Personnel Actions

- C. 24** ADOPT Position Adjustment Resolution No. 25673 to cancel one Infection Prevention and Control Program Manager-Project (represented) position and add one Infection Prevention and Control Program Manager (represented) position in the Health Services Department. (General Fund, Cost neutral)

Leases

- C. 25** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a new lease with Youth Homes Incorporated for County-owned property located at 2025 Sherman Drive, Pleasant Hill, for the period of July 1, 2021 through June 30, 2022, at a monthly rent of \$2,600. (100% General Fund)
- C. 26** APPROVE and AUTHORIZE the County Librarian, or designee, to execute a library maintenance and service agreement with the City of Antioch, for the operation of the library located at 501 W. 18th Street, Antioch, for the period July 1, 2021 through June 30, 2022. (Library Fund, 100% In-kind services))
- C. 27** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a subordination, non-disturbance and attornment agreement with First Republic Bank for the County's lease with Gary S. Riele (dba SR Investments), for the County's office space located at 309 Diablo Road, Danville. (No fiscal impact)

Grants & Contracts

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

- C. 28** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the State of California, Department of Health Care Services, to extend the term date from December 31, 2021 to December 31, 2022 with no change in the original payment of \$317,472,000 for the provision of medical services to Medi-Cal recipients under the Contra Costa Health Plan.

(General Fund, no County match)

- C. 29** ADOPT Resolution No. 2021/357 to approve and authorize the Employment and Human Services Director, or designee, to apply for and accept a grant award in the amount of \$116,980 from the California Department of Housing and Community Development for the Housing Navigators Program Round 2 from the period of grant award through June 30, 2024. (100% State)
- C. 30** APPROVE and AUTHORIZE the Animal Services Director, or designee, to accept the Dave & Cheryl Duffield Foundation award in the amount of \$100,000, to be utilized for enhancing the Department's disaster response. (No County Match)
- C. 31** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Adult Protective Services (APS) division to to apply for and accept grant funding in an amount not to exceed \$217,445 from the California Governor's Office of Emergency Services (Cal OES), Underserved Victims Unit for elder abuse services for the period of January 1, 2022 through December 31, 2022. (65% federal, 35% state)
- C. 32** ADOPT Resolution No. 2021/358 to approve and authorize the Employment and Human Services Department Director, or designee, to apply for and accept a grant award in an amount of \$113,600 from the California Department of Housing and Community Development for the Transitional Housing Program Round 3 from the date of grant award through June 30, 2024. (100% State)
- C. 33** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Public Health Foundation Enterprises, Inc., to pay the County up to \$127,479 for the County's participation in the California Emerging Infections Program to study foodborne bacteria for the period September 1, 2021 through August 31, 2022. (General Fund, no County match)
- C. 34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Oakland, to pay the County an amount not to exceed \$952,988 for participation in the Housing Opportunities for Persons with HIV/AIDS Program for the period July 1, 2021 through June 30, 2024. (General Fund, no County match)
- C. 35** ADOPT Resolution No. 2021/356 approving and authorizing the Sheriff-Coroner or designee, to apply for and accept a California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant in an initial allocation of \$284,000 for the abatement of abandoned vessels and the vessel turn in program on County waterways for the period beginning October 1, 2021 through the end of the grant funding availability.(90% State, 10% County in-kind match)

- C. 36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Walnut Creek, to pay the County an amount of up to \$21,415 for the Coordinated Outreach, Referral and Engagement Program to provide homeless outreach services for the period July 1, 2021 through June 30, 2022. (General Fund, no County match)
- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Walnut Creek, to pay the County an amount of up to \$227,042 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2021 through June 30, 2022. (General Fund, no County match)
- C. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the State of California, Department of Health Care Services, with no change in the original payment limit of \$1,594,000 to extend the term from December 31, 2021 to December 31, 2022 to allow the County to continue providing Local Initiative Program Services. (General Fund, no County match)

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

- C. 39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bridge Home Health East Bay, LLC (dba Bridge Home Health), in an amount not to exceed \$1,000,000 to provide home health care services to Contra Costa Health Plan members for the period November 1, 2021 through October 31, 2022. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Granicus, LLC, in an amount not to exceed \$890,850 to develop, support and maintain a new Health Services Department website for the period November 1, 2021 through October 31, 2024. (100% Hospital Enterprise Fund I)
- C. 41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Pacific Disability Resources, LLC, in an amount not to exceed \$2,000,000 to provide Social Security and Social Security Disability Insurance Advocacy Services for Contra Costa Health Plan members for the period October 1, 2021 through September 30, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with United Family Care, LLC (dba Family Courtyard), in an amount not to exceed \$325,200 to provide augmented board and care services for Contra Costa County patients for the period December 1, 2021 through November 30, 2022. (100% Mental Health Services Act)

- C. 43** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial contract amendment with 1st Northern California Credit Union, a nonprofit corporation, to increase auto loan amount from \$5,000 to \$6,000 for the Keeping Employment Equals Your Success Auto Loan Program, with no change in the term July 1, 2021 through June 30, 2022. (No fiscal impact)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Manor Care of Walnut Creek CA, LLC (dba Manor Care Health Services Walnut Creek), in an amount not to exceed \$1,500,000 to provide skilled nursing facility services to Contra Costa Health Plan members for the period October 1, 2021 through September 30, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Contra Costa Pathology Associates, in an amount not to exceed \$2,700,000 to provide specialized outside laboratory testing services to Contra Costa Health Plan members for the period September 1, 2021 through August 31, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 46** AWARD and AUTHORIZE the Public Works Director, or designee, to execute Job Order Contracts 017, 018, 019, and 020 with Mark Scott Construction, Inc., Aztec Consultants, Inc., MIK Construction, Inc., and MVP Construction, LLC, effective November 2, 2021, in an amount of \$3,000,000 each, for a term of one year each from the first Notice to Proceed or ninety days after contract execution for repair, remodeling, and other repetitive work, Countywide. (100% Various Funds)
- C. 47** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Fred Finch Youth Center, in an amount not to exceed \$1,503,789 to provide mental health services to County transitional aged youth for the period July 1, 2021 through June 30, 2022, including a six-month automatic extension through December 31, 2022 in an amount not to exceed \$751,759. (61% Mental Health Services Act, 39% Federal Medi-Cal)
- C. 48** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Fehr & Peers, effective November 9, 2021, to increase the payment limit by \$50,000 to a new payment limit of \$300,000 to provide transportation planning services to the County in preparation of the County's first Active Transportation Plan, with no change to the term of August 11, 2020 through February 28, 2022, Countywide. (88% Sustainable Communities Planning Grant Funds, 12% Transportation Development Act Funds)

- C. 49** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Shelter, Inc., to increase the payment limit by \$55,457 to a new payment limit of \$805,457, to provide additional support services to County residents in the Supportive Housing Program who are homeless and have a diagnosis of mental illness or dual-diagnosis with no change in the term December 1, 2020 through November 30, 2021. (59% Department of Housing and Urban Development, 39% Federal McKinney-Vento Homeless, 2% Mental Health Services Act)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with West Contra Costa County Meals on Wheels, to increase the payment limit by \$63,700 for a new payment limit of \$291,557 with no change in the term of July 1, 2021 through June 30, 2022, and an increase in the automatic extension payment limit by \$15,925 for a new payment limit of \$72,889 through September 30, 2022 to provide additional home-delivered meals for homebound senior citizens and HIV/AIDS patients in the County's Senior Nutrition Program. (100% Title III-C 2 of the Older Americans Act)
- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Iryna Falkenstein, M.D, to increase the payment limit by \$210,000 to a new payment limit of \$1,410,000, to provide additional ophthalmology services with no change in the term of January 13, 2021 through January 31, 2024. (100% Hospital Enterprise Fund I)
- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Nazar Mohammad Aryaei (dba AA Cab Company), in an amount not to exceed \$300,000 to provide non-medical transport services for Contra Costa Health Plan members for the period October 1, 2021 through September 30, 2022. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 53** APPROVE and AUTHORIZE the Purchasing Agent on behalf of the Health Services Department, to execute a purchase order with Cyware Labs Inc., in an amount not to exceed \$60,000 for the purchase of Cyware's Cyware Situational Awareness Platform including licensing, maintenance, and priority technical support plan for the period November 1, 2021, through October 31, 2024. (100% Hospital Enterprise Fund I)
- C. 54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the Regents of the University of California, on behalf its Nelson Lab, to increase the payment limit by \$14,700 to a new payment limit of \$22,890 to provide analysis of SARS-CoV-2 viral concentration in wastewater samples with no change in the term of July 1, 2021 through June 30, 2022. (100% Federal ELC Expansion Grant)

- C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Olympus America Inc., in an amount not to exceed \$378,336 to provide preventative maintenance and repair services for medical equipment at Contra Costa Regional Medical Center and Health Centers for the period November 1, 2021 through October 31, 2024. (100% Hospital Enterprise Fund I)
- C. 56** APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract amendment with Seneca Family of Agencies, a non-profit corporation, to extend the term from November 30, 2021 to June 30, 2022, with no change to the payment limit, to provide Wraparound Services for youth throughout Contra Costa County. (100% State Revenue)
- C. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with American Hospice and Home Health Care Services, Inc., in an amount not to exceed \$765,000 to provide home health care and hospice services to Contra Costa Health Plan members for the period September 1, 2021 through August 31, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with La Clinica De La Raza, Inc., to increase the payment limit by \$100,000 to a new total payment limit of \$3,100,000 to provide primary care and optometry services for Contra Costa Health Plan members and County recipients with no change in the term of July 1, 2021 through June 30, 2022. (100% Contra Costa Health Plan Enterprise Fund II)

Other Actions

- C. 59** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount up to \$44,193 to the University of California, San Francisco (dba UCSF Medical Center) for outside laboratory testing services for the period October 1, 2019 through June 30, 2021. (100% Hospital Enterprise Fund I)
- C. 60** DECLARE and ACCEPT the results of the September 14, 2021 California Gubernatorial Recall Election, as recommended by the Clerk-Recorder and Registrar of Voters.
- C. 61** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County contract with the California Department of Public Health, to participate in the California Public Health Laboratories COVID-19 Initiative to provide molecular analysis complementary to current diagnostic and assessment testing performed in Contra Costa County for the period December 1, 2021 through November 30, 2024. (No fiscal impact)

- C. 62** APPROVE and AUTHORIZE the Health Services Director, or designee, to issue a 30-day advance written notice to terminate the contract with Kermit Johnson, M.D., for the provision of outpatient psychiatric services, effective the end of business on December 2, 2021.
- C. 63** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an agreement authorizing the San Ramon Valley Fire Protection District to provide emergency ambulance services in the County's Emergency Response Area IV from November 1, 2021, through September 30, 2025. (No fiscal impact)
- C. 64** APPROVE and AUTHORIZE the County Librarian, or designee, to close the Prewett Library in Antioch on Friday, November 26, 2021, and December 20, 21, 22 and 23, 2021, to coincide with the holiday closure of the Antioch Community Center for annual maintenance projects.

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.contracosta.ca.gov

STANDING COMMITTEES

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	December 8, 2021	11:00 a.m.	See above
Family & Human Services Committee	November 22, 2021 Canceled December 27, 2021 Canceled	9:00 a.m.	See above
Finance Committee	December 6, 2021	9:00 a.m.	See above
Hiring Outreach Oversight Committee	December 6, 2021	10:30 a.m.	See above
Internal Operations Committee	November 8, 2021	10:30 a.m.	See above
Legislation Committee	November 8, 2021	1:00 p.m.	See above
Public Protection Committee	November 22, 2021 Canceled December 27, 2021 Canceled	10:30 a.m.	See above
Sustainability Committee	November 22, 2021	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	November 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
CCCPCFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCPCFD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCPCFD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services

HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Virus
HOME Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households
HOPWA Housing Opportunities for Persons with AIDS Program
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IHSS In-Home Supportive Services
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
LVN Licensed Vocational Nurse
MAC Municipal Advisory Council
MBE Minority Business Enterprise
M.D. Medical Doctor
M.F.T. Marriage and Family Therapist
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
OB-GYN Obstetrics and Gynecology
O.D. Doctor of Optometry
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
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: Mary Ann Mason, County Counsel
Date: November 2, 2021

Subject: Claim of Arnulfo M. Ramirez

RECOMMENDATION(S):

Claim of Arnulfo M. Ramirez. See attachment.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Please see attached claim.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☒ 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: November 2, 2021

, County Administrator and Clerk of the Board of Supervisors

Contact: County
Counsel

By: , Deputy

cc:

ATTACHMENTS

Attachment -
Claim

CLAIM

BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY

BOARD ACTION: November 16, 2021

NOTICE TO CLAIMANT

Claim Against the County, or District Governed by)
 the Board of Supervisors, Routing Endorsements,)
 and Board Action. All Section references are to)
 California Government Codes.)

The copy of this document mailed to you is your notice of the
 action taken on your claim by the Board of Supervisors
 (Paragraph IV below), given Pursuant to Government Code
 Sections 913, 915.2, 915.4. Please note all "Warnings".

RECEIVED

OCT 11 2021

COUNTY COUNSEL
MARTINEZ, CALIF.

AMOUNT: \$100,000.00

CLAIMANT: Arnulfo M. Ramirez

ATTORNEY:

ADDRESS:

BY DELIVERY TO COB ON: 10/11/2021

BY MAIL TO COB POSTMARKED:

I. FROM: Clerk of the Board of Supervisors

TO: County Counsel

Attached is a copy of the above-noted Claim.

MONICA NINO, Clerk

Dated: October 11, 2021

By: *Sm Boyd*, Deputy

II. FROM: County Counsel

TO: Clerk of the Board of Supervisors

☒ This claim complies substantially with Sections 910 and 910.2.

☐ This claim FAILS to comply substantially with Sections 910 and 910.2, and we are so notifying claimant. The Board cannot act for 15 days (Section 910.8).

☐ Claim is not timely filed. The Clerk should return the claim on the ground that it was filed late and send warning of claimant's right to apply for leave to present a late claim (Section 911.3).

☐ Other:

Dated: 10-14-21

By: *Sm Boyd*, Deputy County Counsel

III. FROM: Clerk of the Board

TO: County Counsel (1)

County Administrator (2)

☐ Claim was returned as untimely with notice to claimant (Section 911.3).

IV. BOARD ORDER By unanimous vote of the Supervisors present:

☐ This claim is rejected in full.

☐ Other:

I certify that this is a true and correct copy of the Board's Order entered in its minutes for this date.

Dated: MONICA NINO, Clerk, By Deputy Clerk

WARNING (Gov. Code section 913)

Subject to certain exceptions, you have only six (6) months from the date of this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult with an attorney, you should do so immediately.

*For Additional Warning See Reverse Side of This Notice.

AFFIDAVIT OF MAILING

I declare under penalty of perjury that I am now, and at all times herein mentioned, have been a citizen of the United States, over age 18; and that today I deposited in the United States Postal Service in Martinez, California, postage fully prepaid a certified copy of this Board Order and Notice to Claimant, addressed to the claimant or claimant's attorney as shown above.

Dated: MONICA NINO, Clerk, By Deputy Clerk

BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY
INSTRUCTIONS TO CLAIMANT

- A. A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented not later than one year after the accrual of the cause of action.
(Gov. Code § 911.2.)
- B. Claims must be filed with the Clerk of the Board of Supervisors at its office located at: County Administration Building, 1025 Escobar Street, 1st Floor, Martinez, CA 94553.
- C. If claim is against a district governed by the Board of Supervisors, rather than the County, the name of the District should be filed in.
- D. If the claim is against more than one public entity, separate claims must be filed against each public entity.
- E. Fraud- See penalty or fraudulent claims, Penal Code Sec. 72 at the end of this form.

RE: Claim By:

Reserved for Clerk's filing stamp

Arnulfo M Ramirez)
)
)
Against the County of Contra Costa or)
)
) District)
(Fill in the name))
)
)



The undersigned claimant hereby makes claim against the County of Contra Costa or the above-named district in the sum of \$ \$ 100,000 and in support of the claim represents as follows:

1. When did the damage or injury occur? (Give exact date and hour)

August-11-2021 12:08 am

2. Where did the damage or injury occur? (Include city and county)

[REDACTED]

3. How did the damage or injury occur? (Give full details; use extra paper if required)

Sheriff's vehicle struck building, vehicle 2577/LP 1549450

4. What particular act or omission on the part of county or district officers, servants or employees caused the damage or injury?

From RPD Report it shows it was a Police chase.

5. What are the names of county or district officers, servants or employees causing the damage or injury?





Dont know name of officer Contra Costa Sheriff

6. What damage or injuries do you claim resulted? (Give full extent of injuries or damages claimed. Attach two estimates for auto damage.)

Outside Lot gate, Lot Floor oil, building wall, 2 Restrooms, window

7. How was the amount claimed above computed? (Include the estimated amount of any prospective damage or injury.) *General Contractor 35,000, Engineering 10,000, Planning 800.00, Lot Fence 7,000 Handyman, + other cost*
8. Names and addresses of witnesses, doctors and hospitals:
Richmond Police did police report,
9. List the expenditures you made on account of the accident or injury:

<u>DATE</u>	<u>TIME</u>	<u>AMOUNT</u>
<i>Sep 2021</i>	<i>10:00 am</i>	<i>\$ 8,573.07</i>

) Gov. Code Sec. 9110.2 provides "The claim shall be
) signed by the claimant or by some person on his behalf.
)
) SEND NOTICES TO: (Attorney)) 
) Name and address of Attorney)
) (Claimant's Signature)
) 
) (Address)
) 
)
) Telephone No. _____) Telephone No. 

PUBLIC RECORDS NOTICE:

Please be advised that this claim form, or any claim filed with the County under the Tort Claims Act is subject to public disclosure under the California Public Records Act. (Gov. Code §§ 6500 et seq.) Furthermore, any attachments, addendums, or supplements attached to the claim form, including medical records, are also subject to public disclosure.

NOTICE:

Section 72 of the Penal Code provides:

Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city or district board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account voucher, or writing, is punishable either by imprisonment in the County jail for a period of not more than one year, by a fine of not exceeding one thousand dollars (\$1000.00), or by both such imprisonment and fine, or by imprisonment in the state prison, by a fine of not exceeding ten thousand dollars (\$10,000.000, or by both such imprisonment and fine.



Contra
Costa
County

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

Subject: Update on COVID -19

RECOMMENDATION(S):

ACCEPT update on COVID 19 and PROVIDE direction to staff.

FISCAL IMPACT:

Administrative Reports with no specific fiscal impact.

BACKGROUND:

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

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☒ 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: November 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: Mary Ann Mason, County Counsel
Date: November 2, 2021

Subject: Continuing Teleconference Meetings (AB 361, Government Code § 54953(e))

RECOMMENDATION(S):

1. FIND that the Board of Supervisors has reconsidered the circumstances of the Statewide state of emergency proclaimed by the Governor on March 4, 2020, and the Countywide local emergency proclaimed by the Governor on March 10, 2020.
2. FIND that the following circumstances exist: (a) the Statewide state of emergency and the Countywide local emergency continue to directly impact the ability of the Board of Supervisors, in all its capacities, and its subcommittees and advisory bodies, to meet safely in person because the COVID-19 case rate in Contra Costa County is in the "substantial" community transmission tier, the second-highest tier of the CDC's four community transmission tiers; and (b) the County Health Officer's recommendations for safely holding public meetings, which recommend virtual meetings and other measures to promote social distancing, are still in effect.
3. AUTHORIZE the Board of Supervisors, in its capacity as the governing board of the County, the Contra Costa County Fire Protection District, the Housing Authority of the County of Contra Costa, the Contra Costa County Flood Control and Water Conservation District, and the Contra Costa County In-Home Supportive Services Public Authority, and its subcommittees, to continue teleconference meetings under Government Code section 54953(e) for the next 30 days.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

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

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

By: , Deputy

cc: Mary Ann McNett Mason, County Counsel, Monica Nino, Clerk of the Board of Supervisors

RECOMMENDATION(S): (CONT'D)

4. AUTHORIZE and DIRECT all advisory bodies, committees, and commissions established by the Board in all its capacities, including but not limited to municipal advisory councils and the Measure X Community Advisory Body, to continue teleconference meetings under Government Code section 54953(e) for the next 30 days.
5. DIRECT the Planning Commission, Merit Board, and Assessment Appeals Board to consider teleconference meetings under Government Code section 54953(e) for the next 30 days.
6. DIRECT the County Administrator/Clerk of the Board and staff to the various Board advisory bodies to take all actions necessary to implement the intent and purpose of this Board order, including conducting open and public meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act.
7. DIRECT the County Administrator/Clerk of the Board to return to the Board acting in all its capacities, no later than 30 days after this Board order is adopted, with an item to reconsider the state of emergency and whether to continue meeting virtually under the provisions of Government Code section 54953(e) and to make required findings as to all bodies covered by this Board order.

FISCAL IMPACT:

This is an administrative action with no direct fiscal impact.

BACKGROUND:

On October 5, 2021, the Board adopted Resolution No. 2021/327, which authorized the Board, in all its capacities, and certain subcommittees and advisory bodies, to conduct teleconferencing meetings under Government Code section 54953(e). This section of the Brown Act, which was added by Assembly Bill 361, allows a local agency to use special teleconferencing rules during a declared state of emergency. When a legislative body uses the emergency teleconferencing provisions under Government code section 54953(e), the following rules apply:

- The agency must provide notice of the meeting and post an agenda as required by the Brown Act and Better Government Ordinance, but the agenda does not need to list each teleconference location or be physically posted at each teleconference location.
- The agenda must state how members of the public can access the meeting and provide public comment.
- The agenda must include an option for all persons to attend via a call-in or internet-based service option.
- The body must conduct the meeting in a manner that protects the constitutional and statutory rights of the public.
- If there is a disruption in the public broadcast of the meeting, or of the public's ability to comment virtually for reasons within the body's control, the legislative body must stop the meeting and take no further action on agenda items until public access and/or ability to comment is restored.
- Local agencies may not require public comments to be submitted in advance of the meeting and must allow virtual comments to be submitted in real time.
- The body must allow a reasonable amount of time per agenda item to permit members of the public to comment, including time to register or otherwise be recognized for the purposes of comment.
- If the body provides a timed period for all public comment on an item, it may not close that period before the time has elapsed.

- AB 361 sunsets on January 1, 2024.

Under Government Code section 54953(e), if the local agency wishes to continue using these special teleconferencing rules after adopting an initial resolution, the legislative body must reconsider the circumstances of the state of emergency every 30 days and make certain findings. The agency must find that the state declared emergency continues to exist and either that it continues to directly impact the ability of officials and members of the public to meet safely in person, or that state or local officials continue to impose or recommend measures to promote social distancing.

The Board is able to make these findings. The statewide state of emergency continues to exist, and the state and the countywide local emergencies continue to directly impact the ability of the Board of Supervisors, in all its capacities, and its subcommittees and advisory bodies, to meet safely in person because the COVID-19 case rate in Contra Costa County is in the "substantial" community transmission tier, the second-highest tier of the CDC's four community transmission tiers.

In addition, on September 20, 2021, the County Health Officer issued recommendations for safely holding public meetings that included recommended measures to promote social distancing. Among the Health Officer's recommendations: (1) on-line meetings (teleconferencing meetings) are strongly recommended as those meetings present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19; (2) if a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended when possible to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person; (3) a written safety protocol should be developed and followed, and it is recommended that the protocol require social distancing - i.e., six feet of separation between attendees - and face masking of all attendees; (4) seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times. These recommendations are still in effect.

CONSEQUENCE OF NEGATIVE ACTION:

The Board, in all its capacities, and its subcommittees and advisory bodies, would no longer conduct teleconferencing meetings under Government Code section 54953(e).



**Contra
Costa
County**

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

Subject: Approve & Authorize to fully close portion of several roads, on November 2, 2021 through May 30, 2022, Kensington area.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/334 approving and authorizing the Public Works Director, or designee, to fully close a portion of Lenox Road, Avon Road, Richardson Road, Stratford Road, Willow Lane, Coventry Road and Ocean View Avenue, on November 2, 2021 through May 30, 2022 from 7:00 a.m. through 4:30 p.m., for the purpose of the installation of new water main pipelines, Kensington area. (District I)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Applicant shall follow guidelines set forth by the Public Works Department. EBMUD needs to close these roads as construction progresses to install 3755' of 8" IPVC, 2045' of 6" IPVC and 25' of 2" copper, transfer 127 service transfers, 6 hydrants and 6 connections as part of their water main infrastructure renewal.

CONSEQUENCE OF NEGATIVE ACTION:

Applicant will be unable to close the road for planned activities. Project will be significantly delayed and portions of the project may not be able to be completed.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Bob Hendry (925)
374-2136

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Bob Hendry -Engineering Services, CHP, Sheriff - Patrol Division Commander, Chris Lau - Maintenance

ATTACHMENTS

Resolution No.
2021/334

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

Adopted this Resolution on 11/02/2021 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2021/334

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Lenox Road, Avon Road, Richardson Road, Stratford Road, Willow Lane, Coventry Road and Ocean View Avenue, on November 2, 2021 through May 30, 2022 from 7:00 a.m. through 4:30 p.m., for the purpose of the installation of new water main pipelines, Kensington area. (District I)

RC21-24

NOW, THEREFORE, BE IT RESOLVED that permission is granted to East Bay Municipal Utility District to fully close Lenox Road, Avon Road, Richardson Road, Stratford Road, Willow Lane, Coventry Road and Ocean View Avenue, except for emergency traffic, on November 2, 2021 through May 30, 2022 for the period of 7:00 a.m. through 4:30 p.m., subject to the following conditions:

1. Traffic will be detoured via neighboring street per traffic control plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. East Bay Municipal Utility District shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

I hereby certify that this 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: Bob Hendry (925) 374-2136

ATTESTED: November 2, 2021

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Bob Hendry -Engineering Services, CHP, Sheriff - Patrol Division Commander, Chris Lau - Maintenance



**Contra
Costa
County**

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

Subject: Ratify the prior decision to fully close a portion of Fordham Street between October 7, 2021 & October 8, 2021, San Pablo, area.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/335 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Fordham Street between El Portal Drive and Arundel Way, for one working day between October 7, 2021 and October 8, 2021 from 8:00 a.m. through 4:00 p.m., for the purpose of emergency replacement of a sewer main, San Pablo area. (District I)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Applicant shall follow guidelines set forth by the Public Works Department. Existing sewer main pipeline is in imminent danger of failing. To prevent an environmental disaster and potential undermining of the roadway, the pipeline needs to be replaced / rehabilitated which necessitates the closure of Fordham Street for the pipeline crossing.

CONSEQUENCE OF NEGATIVE ACTION:

Applicant will not have Board approval for completed road closure.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Bob Hendry (925)
374-2136

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Bob Hendry -Engineering Services, CHP, Sheriff - Patrol Division Commander, Chris Lau - Maintenance

ATTACHMENTS

Resolution No.
2021/335

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

Adopted this Resolution on 11/02/2021 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2021/335

IN THE MATTER OF: Ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Fordham Street between El Portal Drive and Arundel Way, for one working day between October 7, 2021 and October 8, 2021 from 8:00 a.m. through 4:00 p.m., for the purpose of emergency replacement of a sewer main, San Pablo area. (District I)

RC21-23

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Andes Construction, Inc., to fully close a portion of Fordham Street between El Portal Drive and Arundel Way, except for emergency traffic, for one working day between October 7, 2021 and October 8, 2021 for the period of 8:00 a.m. through 4:00 p.m., subject to the following conditions:

1. Traffic will be detoured via per plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Andes Construction, Inc., shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

I hereby certify that this 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: Bob Hendry (925) 374-2136

ATTESTED: November 2, 2021

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Bob Hendry -Engineering Services, CHP, Sheriff - Patrol Division Commander, Chris Lau - Maintenance



Contra
Costa
County

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

Subject: Prohibit parking at all times on a portion of Shell Avenue (Road No. 3281), Martinez area.

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2021/4507 to prohibit stopping, standing, or parking at all times on the south side of Shell Avenue (Road No. 3281), beginning at a point 100 feet east of the eastern curblane prolongation of Birch Street (Road No. 3485AJ) and extending easterly a distance of 128 feet, as recommended by the Public Works Director, Martinez area. (District V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Contra Costa County Fire Protection District Captain Nicholas Sinosky contacted the Public Works Department's Transportation Engineering Division to request parking prohibitions at a location along the frontage of District Fire Station #12, located at 1240 Shell Avenue in unincorporated Martinez. Traffic Engineering staff responded by conducting a site visit with Captain Sinosky to assess the ingress and egress clear space requirements for the fire truck and equipment. Subsequently, District Captain Sinosky submitted a letter to the Public Works Department formally requesting a "Red Zone" for a segment of Shell Avenue and Martinez Avenue (Traffic Resolution 2021/4508) frontage and on the street side of the fire station, for unobstructed egress and ingress for official fire district vehicles. A copy of the District letter is attached.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Monish Sen,
925.313.2187

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Parking will remain unrestricted at this location.

ATTACHMENTS

TR2021/4507

Letter from Fire District

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2021/4507
Supervisory District V

SUBJECT: Prohibit stopping, standing, or parking of vehicles at all times on a portion of Shell Avenue (Road No. 3281), Martinez area.

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Section 22507 and Section 21458 of the California Vehicle Code, stopping, standing, or parking is hereby declared to be prohibited at all times on the south side of Shell Avenue (Road No. 3281), beginning at a point 100 feet east of the eastern curbline prolongation of Birch Street (Road No. 3485AJ) and extending easterly a distance of 128 feet, Martinez area.

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

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

MO:sr

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

cc: California Highway Patrol
Sheriff Department

By _____, Deputy

TRAFFIC RESOLUTION NO. 2021/4507



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

August 3, 2021

To: Contra Costa County Public Works

From: Fire Captain Nicholas Sinosky

Sub: Red Zone Request

To whom it may concern,

The Contra Costa County Fire Protection District would like to request a red curb at Fire Station 12, 1240 Shell Avenue, in Martinez. This fire station is being utilized for our Hand Crew which consists of 14 to 30 personnel at any given time. The parking on station property is utilized for the personnel's vehicles which leaves limited parking for other official fire district vehicles. The relatively narrow street also makes egress and ingress from the back gate difficult.

With this we are requesting that a red zone be placed on the Martinez Avenue side of Station 12. A meeting between myself and representatives of your department has already taken place to lay out the dimensions required. If you have any questions please feel free to reach me at NSino@cccfd.org or at 925-383-8666.

Respectfully,

Nicholas Sinosky
Fire Captain



Contra
Costa
County

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

Subject: Prohibit parking at all times on a portion of Martinez Avenue (Road No. 3484D), Martinez area.

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2021/4508 to prohibit stopping, standing, or parking at all times on the west side of Martinez Avenue (Road No. 3484D), beginning at a point 30 feet west of the centerline prolongation of Chestnut Street (Road No. 3485AG) and extending northerly a distance of 80 feet, as recommended by the Public Works Director, Martinez area. (District V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Contra Costa County Fire Protection District Captain Nicholas Sinosky contacted the Public Works Department's Transportation Engineering Division to request parking be prohibited at a location along the Martinez Avenue frontage of District Fire Station #12, located at 1240 Shell Avenue in Pacheco. Traffic Engineering staff responded by conducting a site visit with Captain Sinosky to assess the ingress and egress clear space requirements for their fire truck(s) and equipment. District Captain Sinosky subsequently submitted a letter to the Public Works Department formally requesting a "Red Zone" for a segment of Shell Avenue (Traffic Resolution 2021/4507) fronting the fire station and Martinez Avenue on the side of the fire station, for unobstructed egress and ingress of official fire district vehicles. A copy of the District letter is attached.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Monish Sen,
925.313.2187

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Parking will remain unrestricted at this location.

ATTACHMENTS

TR 2021/4508

Letter from Fire District

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2021/4508

Supervisory District V

SUBJECT: Prohibit stopping, standing, or parking of vehicles at all times on a portion of Martinez Avenue (Road No. 3484D), Martinez area.

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Section 22507 and Section 21458 of the California Vehicle Code, stopping, standing, or parking is hereby declared to be prohibited at all times on the west side of Martinez Avenue (Road No. 3484D), beginning at a point 30 feet west of the centerline prolongation of Chestnut Street (Road No. 3485AG) and extending northerly a distance of 80 feet, Martinez area.

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

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

MO:sr

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

cc: California Highway Patrol
Sheriff Department

By _____, Deputy

TRAFFIC RESOLUTION NO. 2021/4508



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

August 3, 2021

To: Contra Costa County Public Works

From: Fire Captain Nicholas Sinosky

Sub: Red Zone Request

To whom it may concern,

The Contra Costa County Fire Protection District would like to request a red curb at Fire Station 12, 1240 Shell Avenue, in Martinez. This fire station is being utilized for our Hand Crew which consists of 14 to 30 personnel at any given time. The parking on station property is utilized for the personnel's vehicles which leaves limited parking for other official fire district vehicles. The relatively narrow street also makes egress and ingress from the back gate difficult.

With this we are requesting that a red zone be placed on the Martinez Avenue side of Station 12. A meeting between myself and representatives of your department has already taken place to lay out the dimensions required. If you have any questions please feel free to reach me at NSino@cccfd.org or at 925-383-8666.

Respectfully,

Nicholas Sinosky
Fire Captain



**Contra
Costa
County**

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

Subject: APPROVE the Tara Hills Full Trash Capture Installation Project and take related actions under CEQA.

RECOMMENDATION(S):

APPROVE the Tara Hills Full Trash Capture Installation Project and AUTHORIZE the Public Works Director, or designee, to advertise the project [unincorporated] Tara Hills area. [County Project No. 7517-6W7079, DCD-CP#21-15] (District I).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 2(c) Categorical Exemption, pursuant to Article 19, Section 15302 of the CEQA Guidelines, and

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

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

FISCAL IMPACT:

Estimated Project cost: \$3,945,000; 100% Caltrans Grant.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

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

Contact: Shrav Sundaram
925-313-2366

By: , Deputy

cc: Shrav Sunderam, Ave' Brown

BACKGROUND:

Contra Costa County Public Works Department plans to install subsurface trash capture devices certified by the State Water Resources Control Board (SWRCB) on the three major storm drain lines in the community of Tara Hills. The goal is to achieve full trash capture (FTC) of the entire community to reduce and eliminate yearly loads of trash into Garrity Creek. This project will help the County meet the SWRCB's Municipal Regional Stormwater Permit mandate to generate zero yearly trash load to its creeks by 2022.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design, construction, funding, and compliance with the SWRCB mandate.

ATTACHMENTS

NOE



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

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

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

☒ County Clerk, County of Contra Costa

Project Title: Tara Hills Full Trash Capture Installation, Project# 7517-6W7079, and CP# 21-15

Project Applicant: Contra Costa County Flood Control and Water Conservation District, 255 Glacier Drive, Martinez CA 94553. Contact: Shravan Sundaram (925) 313-2366

Project Location: The project will take place at three install locations in the unincorporated community of Tara Hills in northwest Contra Costa County. The first location is at the intersection of Flannery Road and Tara Hills Drive, the second location 50 feet northeast of the intersection of Magee Avenue and Tara Hills Drive, and the third location is approximately 50 feet northwest of the intersection of Kavanagh Road and Shamrock Drive.

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553. Contact: Telma B. Moreira (925) 655-2863

Project Description:

Contra Costa County Flood Control and Water Conservation District (District) plans to install subsurface trash capture devices certified by the State Water Resources Control Board (SWRCB) on the three major storm drain lines in the community of Tara Hills. The goal is to achieve full trash capture (FTC) of the entire community to reduce and eliminate yearly loads of trash into Garrity Creek. This project will help the District meet the SWRCB's Municipal Regional Stormwater Permit mandate to generate zero yearly trash load to its creeks by 2022.

Construction is anticipated to begin August 2022 and take approximately 45 working days to complete. Ground disturbance will occur to a maximum depth of approximately 16 feet. Applicable best management practices (BMPs) such as storm drain inlet protection will be implemented. No tree removal is anticipated but minor vegetation removal is anticipated. Traffic controls will be needed for the duration of construction at all locations. Temporary construction easements and other real property transactions may be necessary.

Exempt Status:

- | | |
|--|---|
| <input type="checkbox"/> Ministerial Project (Sec. 21080[b][1]; 15268) | <input checked="" type="checkbox"/> Categorical Exemption (Sec. 15302(c)) |
| <input type="checkbox"/> Declared Emergency (Sec. 21080[b][3]; 15269[a]) | <input type="checkbox"/> General Rule of Applicability (Sec. 15061[b][3]) |
| <input type="checkbox"/> Emergency Project (Sec. 21080[b][4]; 15269[b][c]) | <input type="checkbox"/> Other Statutory Exemption (Sec.) |

Reasons why project is exempt: The project consists of the replacement or reconstruction of existing facilities involving negligible or no expansion of capacity, pursuant to Article 19, Section 15302(c) of the CEQA guidelines.

If filed by applicant:

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

Signature:

Sub C. C.

Date

9/28/21

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: Shravan Sundaram *cg*
Environmental Services Division
Phone: (925) 313-2366

Department of Fish and Wildlife Fees Due

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

Total Due: \$75

Receipt #: _____

CONTRA COSTA COUNTY CALIFORNIA

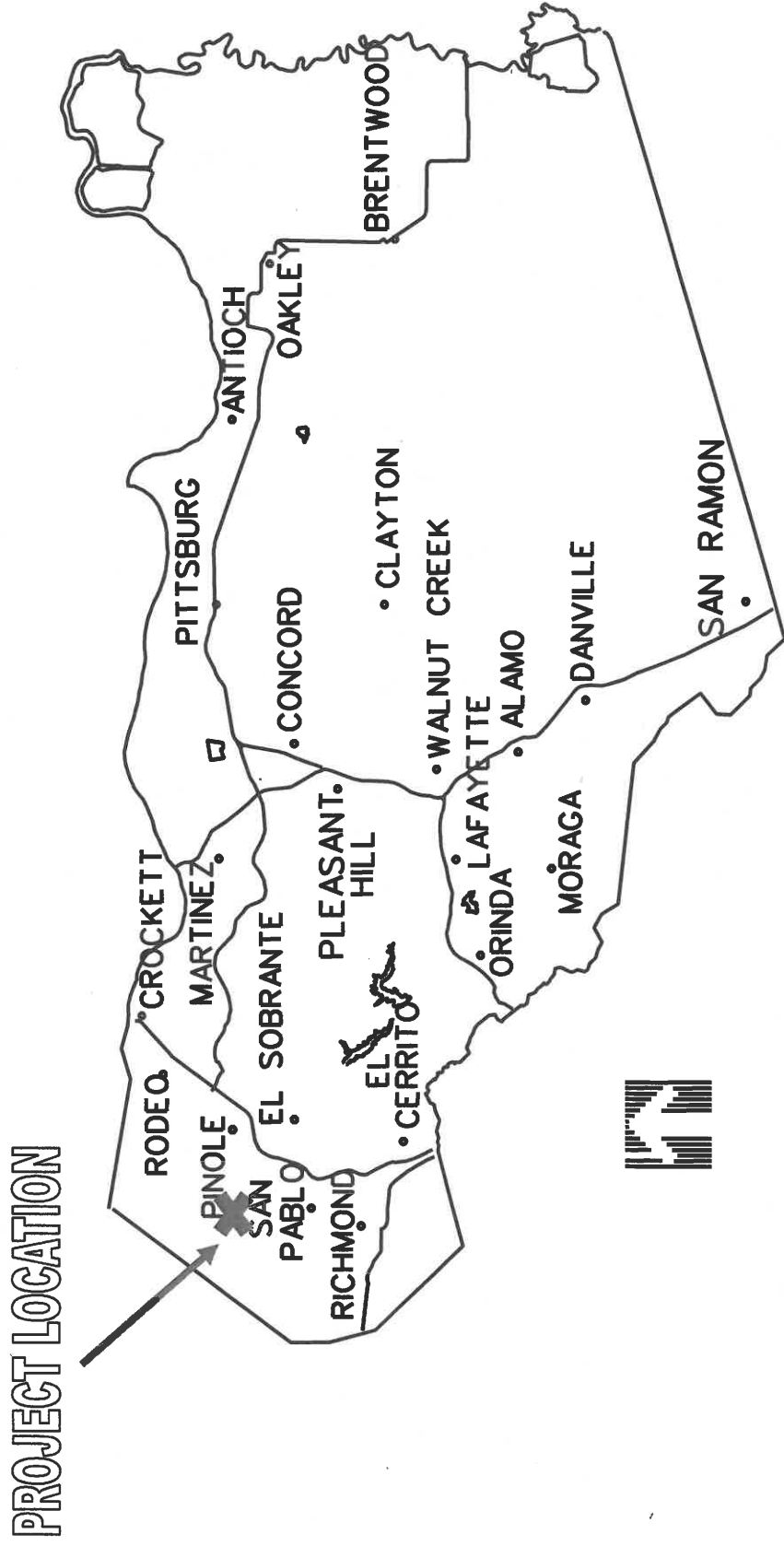
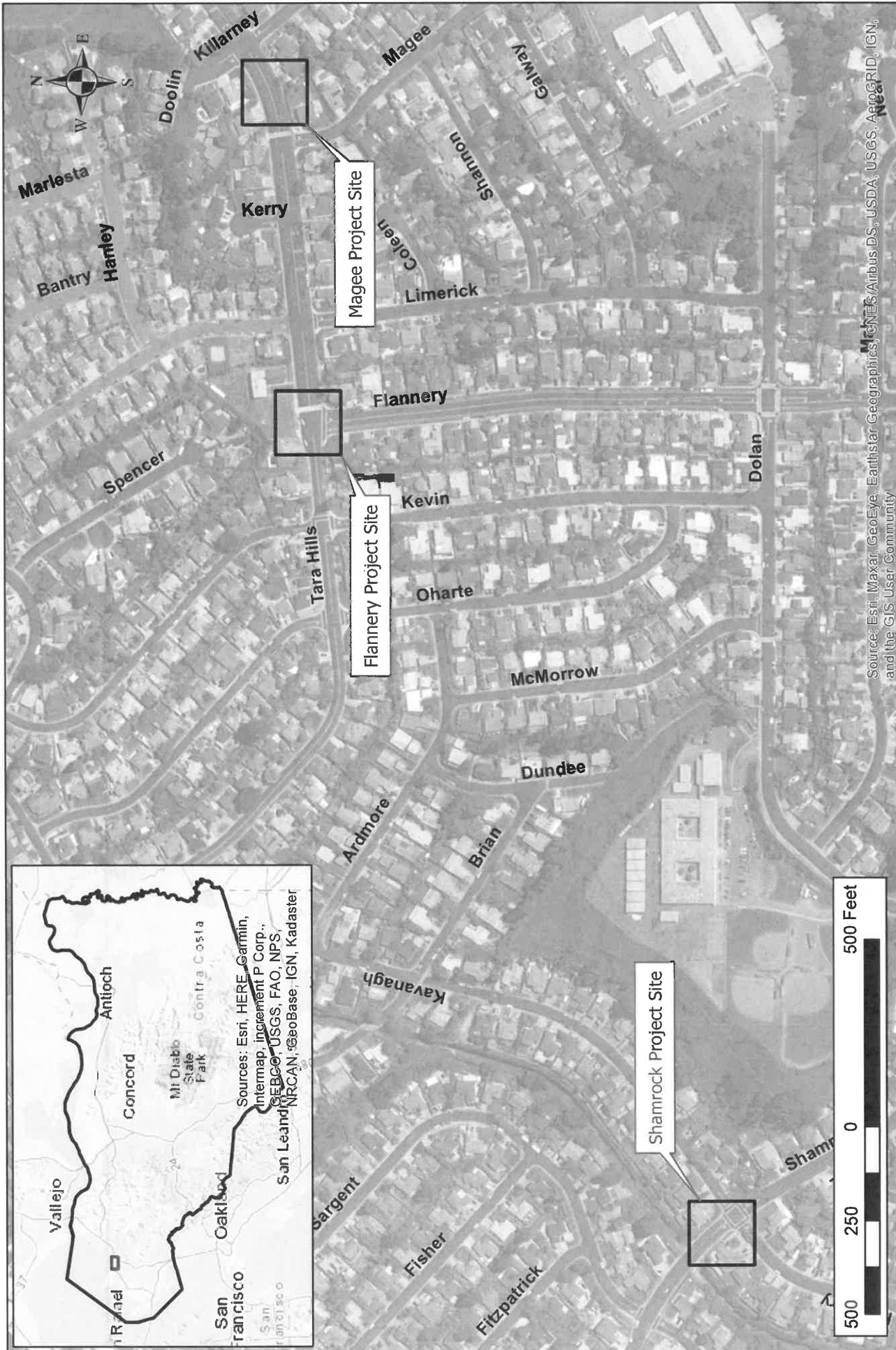
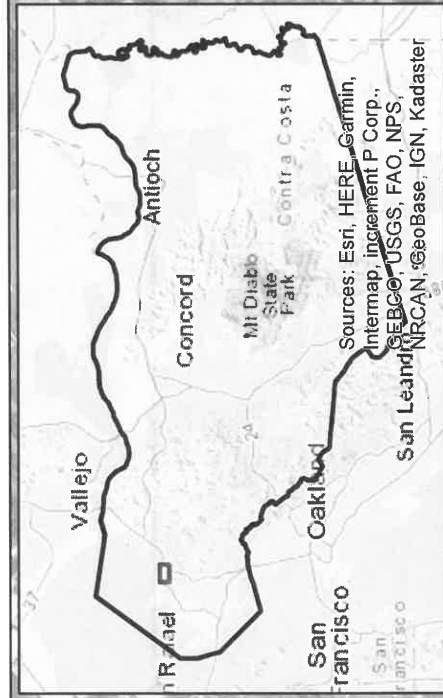



FIGURE 1: Regional Location Map



 Contra Costa County Flood Control & Water Conservation District		PROJECT VICINITY MAP	
Tara Hills Trash Capture Installation		PROJECT VICINITY MAP	
Project No.: #7517-6W7079	By: Anthony DiSilvestre	DATE: Sept 2020	Page 1 of 1



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 2, 2021

Subject: Grant Deed of Development Rights and Quitclaim Deed for Stonebridge Estates

RECOMMENDATION(S):

1. APPROVE and AUTHORIZE the Board Chair to execute a grant deed of development rights with Heather Paquette and Paul Franczyk for a portion of 100 Bridges Court in the unincorporated Alamo area.
2. ADOPT Resolution No. 2021/355 to accept the grant deed of development rights.
3. DETERMINE that the County's development rights in an approximately 2,926-square-foot portion of Parcel C of the Stonebridge Estates residential subdivision are no longer necessary for County or other purposes.
4. APPROVE and AUTHORIZE the Board Chair to execute a quitclaim deed to quitclaim the Stonebridge Estates Homeowners' Association the County's development rights on a portion of Parcel C of the Stonebridge Estates residential subdivision (Subdivision 7633) in the unincorporated Alamo area.
5. DETERMINE that the above actions are exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061, subdivision (b)(3), in that it can be seen with certainty that there is no possibility that they may have a significant effect on the environment.
6. DIRECT staff to file a Notice of Exemption with the County Clerk.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Grant Farrington,
925-655-2868

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

By: , Deputy

cc:

FISCAL IMPACT:

All application processing costs are paid for by the applicant.

BACKGROUND:

On November 2, 1993, the Board of Supervisors approved the Stonebridge Estates residential subdivision in the Alamo area (Subdivision 7633, Development Plan #DP91-03003 and Rezoning #RZ-2944) which created 51 new residential lots and four scenic easement common parcels, including a 39.68-acre open space parcel identified as Parcel C. Pursuant to conditions of approval for the Stonebridge Estates development, the developer recorded a grant deed of development rights granting to the County development rights on portions of several parcels within Stonebridge Estates, including Parcel C. The grant deed describes the development rights as a form of negative easement running with the property and binding future owners. Fee title of Parcel C is held by the Stonebridge Estates Homeowners' Association ("Association").

Heather Paquette and Paul Franczyk ("Owners") own the residential property located at 100 Bridges Court, which abuts Parcel C. On February 6, 2020, the owners of 100 Bridges Court and the Homeowners Association submitted an application for a proposed lot line adjustment between 100 Bridges Court and 2,926 square feet of Parcel C. The proposed lot line adjustment would exchange a 2,926-square-foot portion of Parcel C, which includes a small stand of trees, with a 2,926-square-foot portion of 100 Bridges Court. The exchange would allow the Owners of 100 Bridges Court to maintain the trees on their own private property.

DCD staff reviewed the proposed adjustment and determined that the lot line adjustment could be approved as it did not constitute a subdivision of land, involved the reconfiguration of fewer than four parcels, and conformed to the County General Plan and Zoning Code. The Stonebridge Estates development includes approximately 58.76 acres of restricted open space. Staff has determined that accepting the development rights for a 2,926-square-foot portion of 100 Bridges Court in exchange for 2,926-square-feet of Parcel C the County will not increase or reduce the County's development right interest in Open Space Parcel C. There will be no net increase or decrease of the footprint within the restricted open space.

On August 30, 2021, the Zoning Administrator approved the proposed lot line adjustment (LL20-00002, DP20-03028). The Zoning Administrator conditioned approval of the lot line adjustment to facilitate the relocation of the County's development rights. The proposed grant deed of development rights and quitclaim deed will meet those conditions of approval.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve of the grant deed of development rights and quitclaim deed, the lot line adjustment cannot be recorded.

CHILDREN'S IMPACT STATEMENT:

No element of the proposed project will impact children's programs within the County.

ATTACHMENTS

Resolution 2021/355

Grant Deed

Quitclaim

Site Plan

Parcel Map

General Plan Map
Zoning Map
Orthophotography Map

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

Adopted this Resolution on 11/02/2021 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2021/355

IN THE MATTER OF accepting Grant Deed of Development Rights for lot line adjustment LL20-00002 and development plan DP20-02038, for a project being proposed by Heather Paquette and Paul Franczyk in the unincorporated Alamo area.

WHEREAS, On November 2, 1993, the Board of Supervisors approved the Stonebridge Estates residential subdivision in the Alamo area (Subdivision 7633, Development Plan #DP91-03003 and Rezoning #RZ-2944) which created 51 new residential lots and four scenic easement common parcels, including a 39.68-acre open space parcel identified as Parcel C; and

WHEREAS, pursuant to conditions of approval for the Stonebridge Estates development, the developer recorded a grant deed of development rights granting to the County development rights on portions of several parcels within Stonebridge Estates, including Parcel C; and

WHEREAS Heather Paquette and Paul Franczyk ("Owners") own the residential property located at 100 Bridges Court, which abuts Parcel C; and

WHEREAS on February 6, 2020, the Owners and the Stonebridge Estates Homeowners Association (the owners of Parcel C) submitted an application for a proposed lot line adjustment between 100 Bridges Court and Parcel C; and

WHEREAS the lot line adjustment does not constitute a subdivision of land, involves the reconfiguration of fewer than four parcels, and conforms to the County General Plan and Zoning Code; and

WHEREAS on August 30, 2021, the Zoning Administrator conditionally approved the requested lot line adjustment, conditioned, in part, upon the Owners conveying to the County the development rights the portion of 100 Bridges Court being conveyed to the Association.

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED in order to facilitate a lot line adjustment (County File #CDLL20-00002) between the property owners and the Stonebridge Estates Home Owners Association in Alamo:

INSTRUMENT: Grant Deed of Development Rights

REFERENCE: APN: 193-900-013 (Portion)

GRANTOR: Heather Paquette and Paul Franczyk

AREA: Alamo

DISTRICT: II

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

ATTESTED: November 2, 2021

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

Contact: Grant Farrington, 925-655-2868

By: , Deputy

cc:

**RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:**

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

APNs 193-900-013 (Portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**GRANT DEED OF DEVELOPMENT RIGHTS
(Stonebridge Estates)**

This Grant Deed of Development Rights is made by and between the Grantors, HEATHER PAQUETTE AND PAUL FRANCZYK, and their successors and assigns ("Grantors") and the Grantee, CONTRA COSTA COUNTY, a political subdivision of the State of California, and its successors and assigns ("County").

RECITALS

- A. On November 9, 1993, the Contra Costa County Board of Supervisors approved a tentative map of the Stonebridge Estates residential subdivision (SD 7633) ("Stonebridge"), located in the unincorporated area of Alamo, Contra Costa County, State of California. A final map of SD 7633 was approved by the Board of Supervisors on August 8, 2015, and recorded on August 10, 1995 (Book 381 of Maps, page 36).
- B. The SD 7633 final map depicts a 39.68-acre open space parcel identified as Parcel C, fee title of which is held by the Stonebridge Estates Homeowners' Association ("Association").
- C. Pursuant to conditions of approval of the Stonebridge Estates development, on April 10, 1995, the Stonebridge Estates developer, Greenbriar Stonebridge Partners, L.P., recorded a grant deed of development rights, granting to the County development rights in several parcels within Stonebridge Estates, including Parcel C.
- D. Grantors own a parcel, identified as assessor's parcel number 193-900-013, that is adjacent to Parcel C. On February 6, 2020, Grantors, with the Association, applied for a lot line adjustment to alter the common boundary line between Grantors' parcel and Parcel C. The proposed lot line adjustment would convey an approximately 2,927-square-foot portion of Grantors' parcel to the Association, and an approximately 2,927-square-foot portion of Parcel C to Grantors.
- E. On August 30, 2021, the Zoning Administrator conditionally approved the requested lot line adjustment (LL20-0002, DP20-03028), conditioned upon (i) the Grantors' conveying to the County the development rights in the portion of Grantors' parcel to be conveyed to the Association and (ii) the County's quitclaim of its development rights in the portion of Parcel C to be conveyed to Grantors. This grant deed of development rights is intended to satisfy the first condition. The County's quitclaim would occur by separate instrument.
- F. The portion of Grantors' parcel to be conveyed to the Association by the conditionally approved lot line adjustment is described in Exhibit A and depicted in Exhibit B, both attached

hereto and incorporated herein by this reference, and will hereafter be referred to as the "Property."

- G. Grantors desire to evidence their intent, and to insure that the obligations specified herein are covenants, conditions, and restrictions that run with the land and are for the benefit of the County.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby grant to County, and its successors and assigns, on the terms and conditions set forth below, all the Development Rights within, on, and over the Property.

1. **Recitals.** The recitals are intended to be and shall be part of this Grant Deed.
2. **Development Rights.** "Development Rights" are defined to mean and refer to the right to divide, develop, or install or construct improvements on all or any portion of the Property.
3. **Negative Easement.** This Grant Deed is in the form of a negative easement, which shall run with the Property and shall bind the current Grantors and any future owners of all or any portion of the Property. This Grant Deed is an agreement in writing affecting the title or possession of the Property.
4. **Development Restrictions.** Except as provided herein, Grantors shall not divide, develop, or install or construct improvements on all or any portion of the Property, and Grantor agrees that no building permits or other permits shall be issued for the purpose of constructing improvements on any part of the Property. Grantors hereby waive and relinquish any rights they might otherwise have to such permits.
 - 4.1 **Plans and Specifications; County Approval.** Any and all improvements on the Property will be performed as approved by County or its successor public agency. Grantors shall cause plans and specifications for improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications to County for approval prior to commencement of any work, and shall pay any County improvement plan review and inspection fee. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Grantors agree to commence and complete the work within the time specified by the County.
5. **Covenants Running With Land.** This Grant Deed, including all covenants, obligations, and conditions herein, runs with the land and shall inure to the benefit of and be binding on the heirs, successors, and assigns of the Grantors and County and all other parties having or acquiring any right, title, or interest in any part of the Property.
6. **Remedies.** Should Grantors violate any of the provisions hereof, County shall be entitled to all rights and remedies available at law or in equity, including without limitation, an order enjoining the activity in violation hereof and an order requiring the removal of the improvements constructed in violation hereof. In addition, County shall be entitled to an award of all expenses incurred by County in pursuing such violation(s), including costs, interest, attorney's fees, and other litigation expenses.

///

///

///

///

IN WITNESS THEREOF, this Grant Deed of Development Rights is signed and executed this _____ day of _____, 2021.

GRANTEE

GRANTORS

CONTRA COSTA COUNTY

HEATHER PAQUETTE AND PAUL FRANCZYK

By: _____
Chair, Board of Supervisors

By: _____
Heather Paquette
Owner

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

By: _____
Deputy

By: _____
Paul Franczyk
Owner

Approved as to Form:

Mary Ann McNett Mason
County Counsel

[Note: All signatures of Grantor must be notarized. Two officers must sign on behalf of a corporation. The first must be the chairman of the board, president, or any vice president; the second must be the secretary, assistant secretary, chief financial officer, or any assistant treasurer. (See Corp. Code, § 313.)]

By: _____
Deputy County Counsel

Attachments: Exhibit A: Legal Description
Exhibit B: Plat Map

Exhibit A

Legal Description

BEING A PORTION OF PARCEL ONE AS DESCRIBED IN THE GRANT DEED RECORDED MAY 24, 2018, AS DOCUMENT NO. 2018-0082097, CONTRA COSTA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY COMMON CORNER OF LOT 27 AND 28 AS SAID LOTS ARE SHOWN ON THE MAP OF SUBDIVISION 7633, FILED AUGUST 10, 1995, IN MAP BOOK 381, AT PAGE 36, CONTRA COSTA COUNTY OFFICIAL RECORDS, THENCE NORTH 39°13'22" WEST, 174.32 FEET; THENCE SOUTH 49°31'34" WEST, 89.96 FEET; THENCE SOUTH 01°56'21" EAST, 19.22 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 01°56'21" EAST, 138.14 FEET TO THE NEW COMMON CORNER OF LOTS 27 AND 28; THENCE ALONG THE NEW COMMON LINE OF LOTS 27 AND 28, NORTH 74°10'26" EAST, 30.62 FEET; THENCE LEAVING SAID LINE NORTH 06°57'01" WEST, 95.96 FEET; THENCE NORTH 33°10'38" WEST, 41.18 FEET TO THE **POINT OF BEGINNING**.

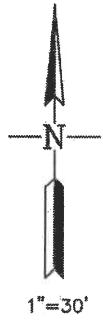
CONTAINING 2,927 SQUARE FEET, MORE OR LESS

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY: _____
DARRYL ALEXANDER, PLS 5071

Exhibit B

Plat Map



PARCEL C
SUBD 7633 (381 M 36)
SCENIC EASEMENT
APN 193-900-18

SERAFIX ROAD

EXCHANGE PARCEL
PORTION OF PARCEL C
AREA 2,927 s.f.
TO LOT OWNER

BRIDGES COURT
PARCEL D SUBD 7633

PAQUETTE
100 BRIDGES COURT
ALAMO, CA
PARCEL ONE
DOC. 2018-0082097
APN 193-900-13

PARCEL C
SUBD 7633 (381 M 36)
SCENIC EASEMENT
APN 193-900-18

EXCHANGE PARCEL
PORTION OF PAR 1, 2018-0082097
AREA=2,927 s.f.
TO HOA

LOT 27 SUBD 7633
LOT 28 SUBD 7633

BASIS OF BEARINGS
MAP OF SUBDIVISION 7633 (381 M 36)

— PROPERTY LINE NEW
— PROPERTY LINE EXISTING
- - - PROPERTY LINE TO BE ADJUSTED

LOT LINE ADJUSTMENT

ALEXANDER & ASSOCIATES INC.

SURVEYORS - PLANNERS - ENGINEERS
147 OLD BERNAL AVENUE, SUITE 10
PLEASANTON, CALIFORNIA
(925) 462-2255 (925) 462-8092 FAX

EXHIBIT "B"
PLAT TO ACCOMPANY
LEGAL DESCRIPTION
UNINCORPORATED AREA

CONTRA COSTA COUNTY CALIFORNIA

JOB NO.: 19054 C3D

FILE NO.: 8X11

DATE: JUNE 2019

SHEET NUMBER:	TOTAL SHEETS:
1	1

**RECORDED AT THE REQUEST OF, AND
AFTER RECORDING, RETURN TO:**

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

APN: 193-900-018 (Portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, CONTRA COSTA COUNTY, a political subdivision of the State of California,

Does hereby remise, release, and forever quitclaim to the STONEBRIDGE ESTATES HOMEOWNERS' ASSOCIATION the following described interest in real property in Alamo, an unincorporated area of the County of Contra Costa, State of California:

**FOR DESCRIPTION AND PLAT MAP SEE EXHIBITS A AND B, ATTACHED
HERETO AND MADE A PART HEREOF.**

Date _____

Chair, Board of Supervisors

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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

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

WITNESS my hand and official seal.

Signature: _____
Deputy Clerk

EXHIBIT A

QUITCLAIM OF DEVELOPMENT RIGHTS

All of the "Development Rights" on a portion of Parcel C of Subdivision 7633 conveyed to Contra Costa County in the Grant Deed of Development Rights recorded August 10, 1995, as Instrument No. 95-131014 in the Official Records of Contra Costa County, more particularly described as follows:

BEING A PORTION OF PARCEL C AS SHOWN ON THE MAP OF SUBDIVISION 7633 AS SAID MAP WAS FILED AUGUST 10, 1995, IN BOOK 381 OF MAPS AT PAGES 36 THROUGH 43, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER OF PARCEL C AND PARCEL D AT A POINT ON THE EASTERLY LINE OF LOT 27, ALL AS SHOWN ON THE SAID MAP OF SUBDIVISION 7633 (381 M 36); THENCE NORTHWESTERLY ALONG THE LINE COMMON TO PARCEL C AND LOT 27 NORTH 39°13'22" WEST, 34.53 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID COMMON LINE THE FOLLOWING THREE(3) COURSES:

- (1) NORTH 39°13'22" WEST, 117.10 FEET;
- (2) THENCE SOUTH 49°31'34" EAST, 89.96 FEET;
- (3) THENCE SOUTH 01°56'21" EAST, 19.22 FEET;

THENCE LEAVING SAID LINE NORTH 33°10'38" WEST, 37.26 FEET; THENCE NORTH 54°49'23" EAST, 106.55 FEET; THENCE SOUTH 41°56'47" EAST, 76.65 FEET; THENCE SOUTH 26°08'54" EAST, 54.21 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**.

CONTAINING 2,927 SQUARE FEET, MORE OR LESS

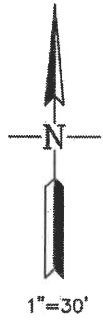
SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

PREPARED BY: _____

DARRYL ALEXANDER, PLS 5071

Exhibit B

Plat Map



PARCEL C
SUBD 7633 (381 M 36)
SCENIC EASEMENT
APN 193-900-18

SERAFIX ROAD

EXCHANGE PARCEL
PORTION OF PARCEL C
AREA 2,927 s.f.
TO LOT OWNER

BRIDGES COURT
PARCEL D SUBD 7633

PAQUETTE
100 BRIDGES COURT
ALAMO, CA
PARCEL ONE
DOC. 2018-0082097
APN 193-900-13

PARCEL C
SUBD 7633 (381 M 36)
SCENIC EASEMENT
APN 193-900-18

EXCHANGE PARCEL
PORTION OF PAR 1, 2018-0082097
AREA=2,927 s.f.
TO HOA

LOT 27 SUBD 7633
LOT 28 SUBD 7633

BASIS OF BEARINGS
MAP OF SUBDIVISION 7633 (381 M 36)

— PROPERTY LINE NEW
— PROPERTY LINE EXISTING
- - - PROPERTY LINE TO BE ADJUSTED

LOT LINE ADJUSTMENT

ALEXANDER & ASSOCIATES INC.

SURVEYORS - PLANNERS - ENGINEERS
147 OLD BERNAL AVENUE, SUITE 10
PLEASANTON, CALIFORNIA
(925) 462-2255 (925) 462-8092 FAX

EXHIBIT "B"
PLAT TO ACCOMPANY
LEGAL DESCRIPTION
UNINCORPORATED AREA

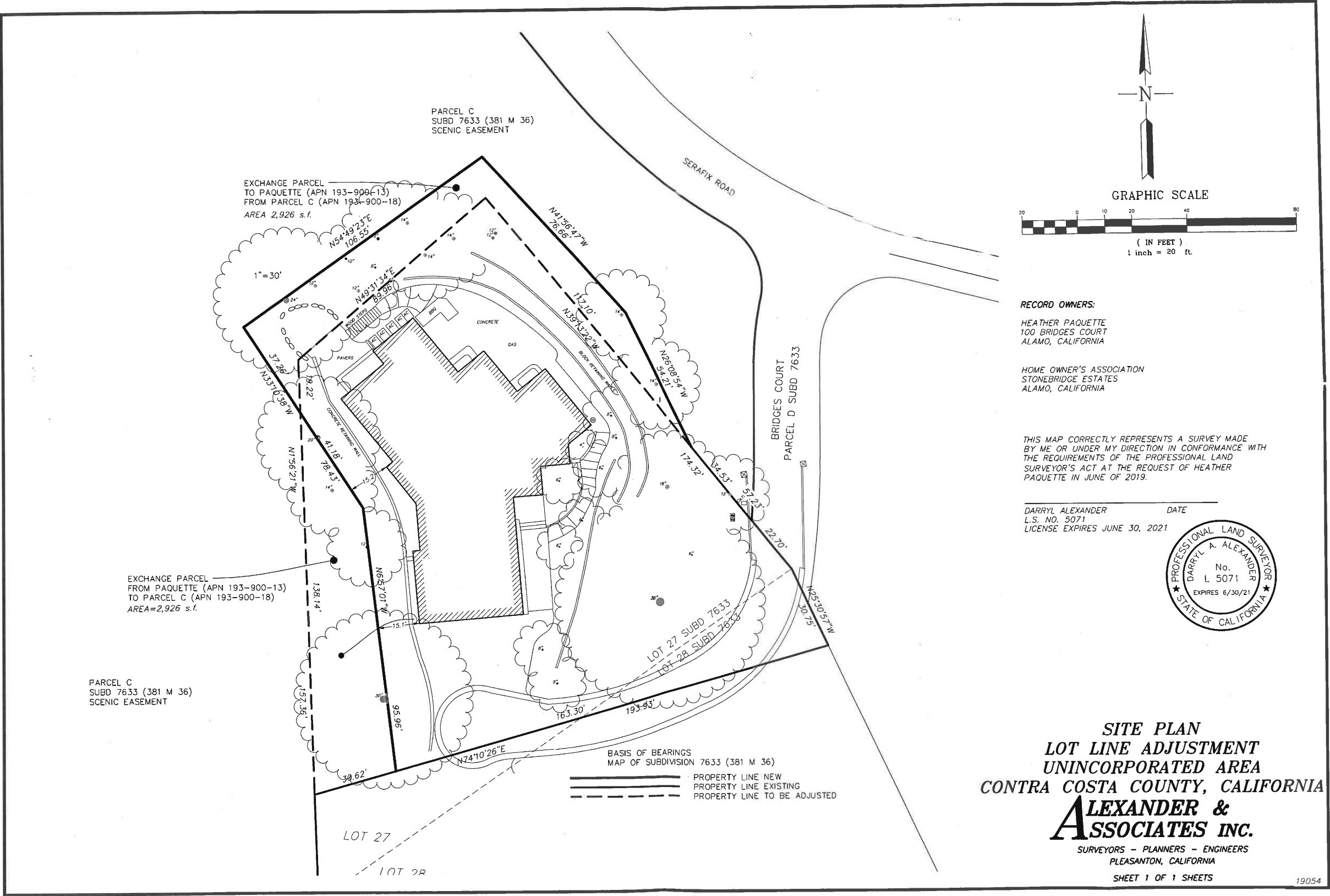
CONTRA COSTA COUNTY CALIFORNIA

JOB NO.: 19054 C3D

FILE NO.: 8X11

DATE: JUNE 2019

SHEET NUMBER:	TOTAL SHEETS:
1	1



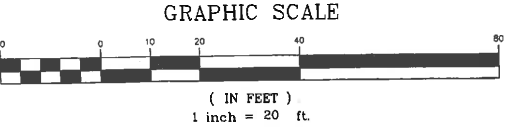
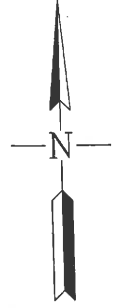
EXCHANGE PARCEL
TO PAQUETTE (APN 193-900-13)
FROM PARCEL C (APN 193-900-18)
AREA 2,926 s.f.

EXCHANGE PARCEL
FROM PAQUETTE (APN 193-900-13)
TO PARCEL C (APN 193-900-18)
AREA=2,926 s.f.

PARCEL C
SUBD 7633 (381 M 36)
SCENIC EASEMENT

PARCEL C
SUBD 7633 (381 M 36)
SCENIC EASEMENT

BASIS OF BEARINGS
MAP OF SUBDIVISION 7633 (381 M 36)
PROPERTY LINE NEW
PROPERTY LINE EXISTING
PROPERTY LINE TO BE ADJUSTED



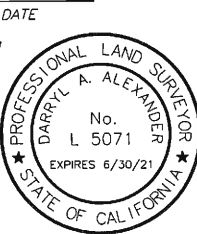
RECORD OWNERS:

HEATHER PAQUETTE
100 BRIDGES COURT
ALAMO, CALIFORNIA

HOME OWNER'S ASSOCIATION
STONEBRIDGE ESTATES
ALAMO, CALIFORNIA

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE
BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH
THE REQUIREMENTS OF THE PROFESSIONAL LAND
SURVEYOR'S ACT AT THE REQUEST OF HEATHER
PAQUETTE IN JUNE OF 2019.

DARRYL ALEXANDER
L.S. NO. 5071
LICENSE EXPIRES JUNE 30, 2021



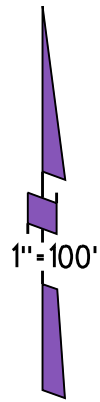
SITE PLAN
LOT LINE ADJUSTMENT
UNINCORPORATED AREA
CONTRA COSTA COUNTY, CALIFORNIA
ALEXANDER & ASSOCIATES INC.
SURVEYORS - PLANNERS - ENGINEERS
PLEASANTON, CALIFORNIA

SHEET 1 OF 1 SHEETS

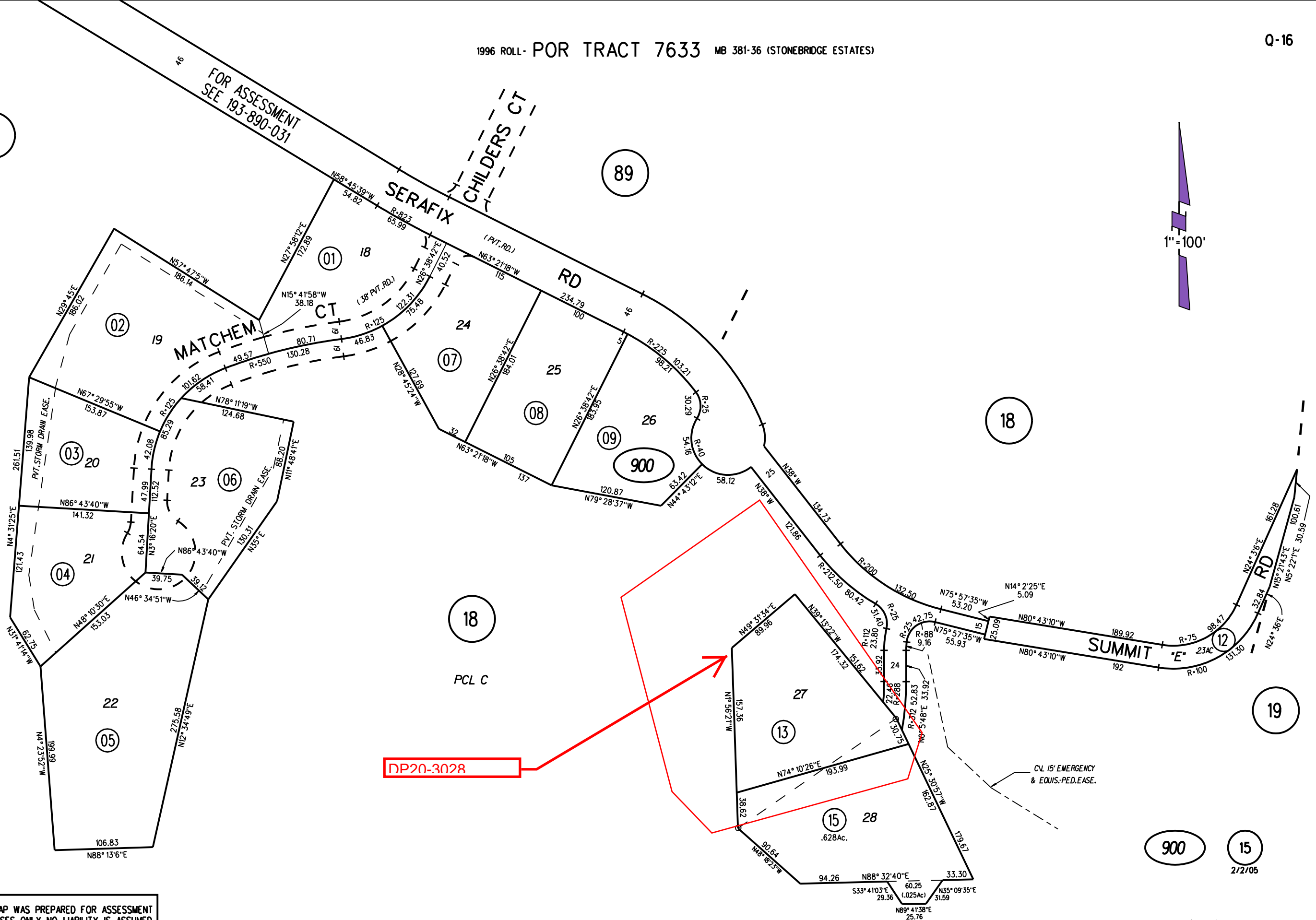
19054

18

89



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



General Plan: Open Space/Single-Family Residential-Low



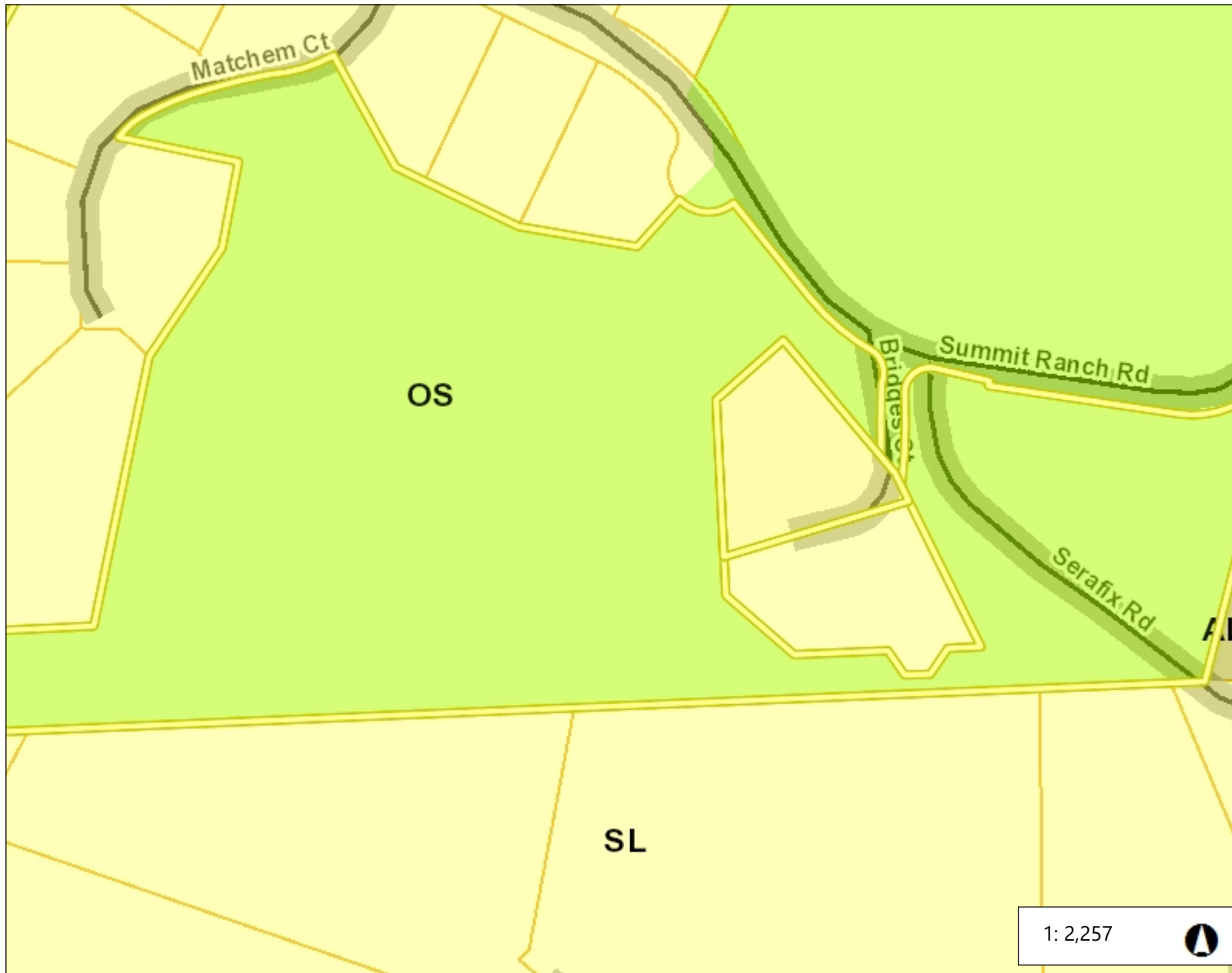
Legend

General Plan

- SV (Single Family Residential - Ver
- SL (Single Family Residential - Low
- SM (Single Family Residential - Me
- SH (Single Family Residential - Hig
- ML (Multiple Family Residential - Lc
- MM (Multiple Family Residential - Iv
- MH (Multiple Family Residential - H
- MV (Multiple Family Residential - V
- MS (Multiple Family Residential - V
- CC (Congregate Care/Senior Housi
- MO (Mobile Home)
- M-1 (Parker Avenue Mixed Use)
- M-2 (Downtown/Waterfront Rodeo I
- M-3 (Pleasant Hill BART Mixed Use
- M-4 (Willow Pass Road Mixed Use)
- M-5 (Willow Pass Road Commercia
- M-6 (Bay Point Residential Mixed U
- M-7 (Pittsburg/Bay Point BART Sta
- M-8 (Dougherty Valley Village Cent
- M-9 (Montalvin Manor Mixed Use)
- M-10 (Willow Pass Business Park A
- M-11 (Appian Way Mixed Use)
- M-12 (Triangle Area Mixed Use)
- M-13 (San Pablo Dam Road Mixed
- M-14 (Heritage Mixed Use)

Notes

Contra Costa County -DOIT GIS



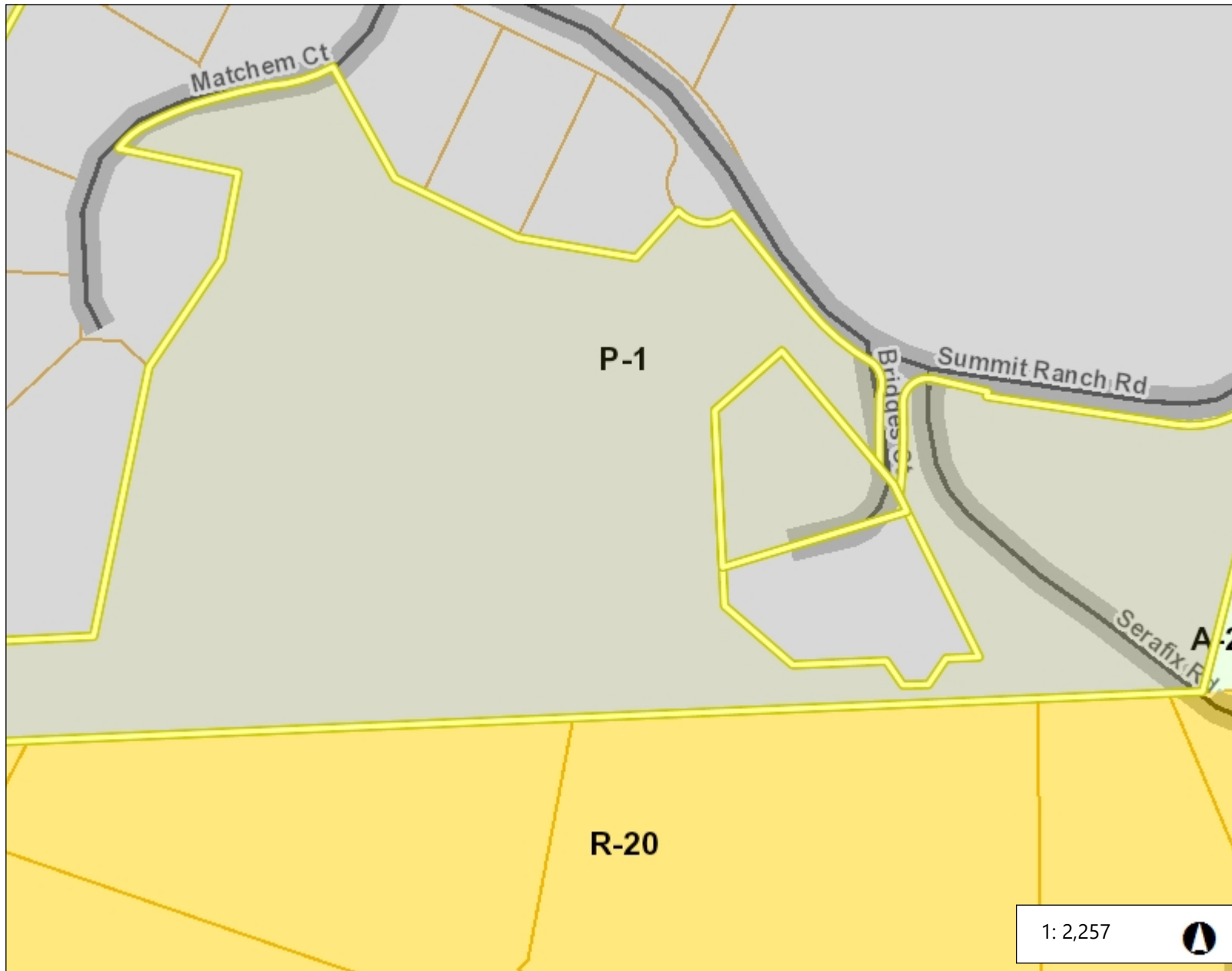
0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Zoning: P-1



Legend

Zoning

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

Notes

Contra Costa County -DOIT GIS

0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Aerial Photography



Legend

- Streets
- Assessment Parcels
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations



1: 2,257



0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Contra Costa County -DOIT GIS



**Contra
Costa
County**

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

Subject: Contract Change Order No. 14 for the Lower Walnut Creek Channel Restoration Project, Martinez area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract change order with Four M Contracting, Inc., effective November 2, 2021, in an amount not to exceed \$485,887, to be funded out of the approved project contingency for the Lower Walnut Creek Channel Restoration Project, Martinez area. Project No. 7520-6B8285 (District V)

FISCAL IMPACT:

There is no additional financial impact to the construction contract. Funds to cover Contract Change Order No. 14 are available in the approved project contingency. The Project is funded by 45% San Francisco Bay Restoration Authority Grant, 30% Flood Control Zone 3B Funds, 9% Environmental Protection Agency Water Quality Improvement Grant, 9% Bay Area Integrated Regional Water Management Grant, and 7% California Water Conservation Board Grant.

BACKGROUND:

Contract Change Order No. 14 is necessary to pay the contractor, Four M Contracting, Inc., for additional costs incurred as a result of additional excavation of clay soil in the north reach of the project. All contract change orders in excess of \$150,000 are required to be approved by the Board of Supervisors.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Adelina Huerta,
925.313.2305

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The lack of approval would prevent successful completion of this contract and prevent payment for the additional work performed by the contractor.



Contra Costa County

To: Board of Supervisors
From: Mary Ann Mason, County Counsel
Date: November 2, 2021

Subject: Public report of litigation settlement agreements that became final during the period of January 1, 2021, through September 30, 2021

RECOMMENDATION(S):

RECEIVE public report of litigation settlement agreements that became final during the period of January 1, 2021, through September 30, 2021, as recommended by County Counsel.

FISCAL IMPACT:

Settlement amounts are listed below.

BACKGROUND:

Four agreements to settle pending litigation, as defined in Government Code section 54956.9, became final during the period of January 1, 2021, through September 30, 2021.

Rosanna Pagsuyuin, et al. v. Contra Costa County, CCC Sup. Ct. Case No. MSC19-00038. On July 13, 2021, the Board of Supervisors approved settlement of this dangerous condition action. The Board authorized settlement in the amount of \$400,000 in closed session by a 5-0 vote. The settlement agreement was fully executed on September 14, 2021. The funding source is the Risk Management Liability Internal Service Fund.

Pamela McAusland v. Contra Costa Regional Medical Center, et al., CCC Sup. Ct. Case No. C20-00104. On June 22, 2021, the Board of Supervisors

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Thomas Geiger; 925
655-2200

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

By: , Deputy

cc: Thomas Geiger, Assistant County Counsel, Karen Caolie, Risk Manager

BACKGROUND: (CONT'D)

approved settlement of this medical malpractice action. The Board authorized settlement in the amount of \$150,000 in closed session by a 5-0 vote. The settlement agreement was fully executed on July 12, 2021. The funding source is the Risk Management Medical Malpractice Internal Service Fund.

Jason Kung v. County of Contra Costa, et al., CCC Sup. Ct. Case No. C18-01860. On April 27, 2021, the Board of Supervisors approved settlement of this medical malpractice action. The Board authorized settlement in the amount of \$99,500 in closed session by a 5-0 vote. The settlement agreement was fully executed on June 7, 2021. The funding source is the Risk Management Medical Malpractice Internal Service Fund.

Dagiima Sungiidorj, et al. v. Contra Costa County, et al., CCC Sup. Ct. Case No. C17-01739. On December 15, 2020, the Board of Supervisors approved a settlement in this medical malpractice action. The Board authorized settlement in the amount of \$2.5 million in closed session by a 5-0 vote. The settlement agreement was fully executed on February 28, 2021. The funding source is the Risk Management Medical Malpractice Internal Service Fund.

This report includes final settlements of litigation matters handled by the Office of the County Counsel. This report does not include litigation settlements that were reported by the Risk Management Division of the County Administrator's Office as a consent item on the Board's open session agenda.

CONSEQUENCE OF NEGATIVE ACTION:

The report would not be accepted.



Contra Costa County

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

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Kanai Allen, Nirivana Allen Jr., Nirivana Allen and Olivia Allen, Qzaiah Allen, Hannah Gnutzman, Progressive West Insurance, a subrogee of Maria Vidales-Amezola, Jesus Rojas, and Monica Thomas. DENY late claim filed by Jason L. Mosqueda.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Kanai Allen: Personal injury claim resulting from vehicle accident in the amount of \$500,000.

Nirivana Allen Jr.: Personal injury claim resulting from vehicle accident in the amount of \$500,000.

Nirivana Allen & Olivia Allen: Personal injury claim resulting from vehicle accident in the amount of \$42,032,500.

Qzaiah Allen: Personal injury claim resulting from vehicle accident in the amount of \$500,000.

Hannah Gnutzman: Property claim for damage to vehicle in the amount of \$1,114.53.

Progressive West Insurance a subrogee of Maria Vidales-Amezola: Property claim for damage to vehicle in the amount

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

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

Contact: Risk
 Management

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of \$1,766.80.

Jesus Rojas: Personal injury & property claim for injuries and damage to vehicle in an unspecified amount.

Monica Thomas: Property claim for damage to vehicle in the amount of \$2,937.76.

Jason L. Mosqueda: Request that Board of Supervisors accept a late claim for alleged excessive force at County Jail.

CONSEQUENCE OF NEGATIVE ACTION:

Not acting on the claims could extend the claimants' time limits to file actions against the County.



Contra
Costa
County

To: Board of Supervisors

From:

Date: November 2, 2021

Subject: APPROVE the Board meeting minutes for October 2021

RECOMMENDATION(S):

APPROVE Board meeting minutes for October 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: **11/02/2021** ☒ 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: November 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: John Gioia, District I Supervisor
Date: November 2, 2021

Subject: Declaring November 14-20, 2021 as United Against Hate Week

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: James Lyons,
510-942-2222

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

By: , Deputy

cc:

ATTACHMENTS

Resolution
2021/359

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

In the matter of:
declaring November 14-20, 2021 as United Against Hate Week

Resolution No. 2021/359

WHEREAS, the United States is a nation of immigrants, whose strength comes from its diversity; and

WHEREAS, the Constitution of the United States confers equality on all individuals, regardless of race, gender, orientation, religion, or political beliefs; and

WHEREAS, recent policies and rhetoric have generated a toxic environment that encourages the propagation of racist, xenophobic, anti-Semitic, sexist, homophobic, Islamophobic, and under negative views by emboldened hate groups and individuals; and

WHEREAS, deep divisions with our country are the result of extreme ideology, further strengthening a cycle of mistrust and suspicion fueled by fear, anxiety, and insecurity; and

WHEREAS, the number of hate crimes across the United States has increased dramatically over the past couple of years; and

WHEREAS, education, compassion, and cooperation are key to unlocking understanding and embracing differences between people; and

WHEREAS, the County of Contra Costa seeks to join other communities around the state in recognizing United Against Hate Week as an important step in bridging divisions as well as strengthening our communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County hereby proclaims the week of November 14-20, 2021 as “United Against Hate Week” and recognizes that it is an important step in bridging divisions and healing communities.

DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

KAREN MITCHOFF

FEDERAL D. GLOVER

District IV Supervisor

District V Supervisor

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

ATTESTED: November 2, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

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

Subject: Recognizing De La Salle High School upon their recognition from Multiplying Good

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Chris Wikler
925-521-7100

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

By: , Deputy

cc:

ATTACHMENTS

Resolution
2021/349

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

In the matter of:

Resolution No. 2021/349

In the matter of recognizing De La Salle High School upon their recognition from Multiplying Good

WHEREAS, De La Salle High School was founded in 1965 in the Catholic, Lasallian tradition of the Christian Brothers with roots extending more than 300 years to 17th century France and their Founder, Saint John Baptist de La Salle, who had a very simple vision of education: that the graduates of his Christian schools would be mature, responsible members of society and the Church; and

WHEREAS, De La Salle High School recognizes and promotes the dignity of each student by providing an environment that is moral, caring and joyful while challenging its students to serve others, especially the poor, and to deepen a sense of responsibility for humanity's future; and

WHEREAS, De La Salle High School's education strives to be student-centered and to challenge their young people to become active, inquiring, critical, and open-minded thinkers who are also life-long learners and citizens who recognize diversity and a desire to serve others, especially the economically challenged and the marginalized; and

WHEREAS, De La Salle High School founded their Students In Action program in academic school year 2006-2007 under the leadership of faculty advisors Dr. Elizabeth Berkes and Mr. Andrew Berkes to create student-led opportunities for volunteerism and community impact; and

WHEREAS, the De La Salle High School's Student in Action program engages 65 – 100 students on their team annually, and engages 80% of the entire De La Salle High School study body in their volunteer activities; and

WHEREAS, De La Salle High School students have completed more than 500,000 volunteer service hours, impacting more than 50,000 people, and have raised more than \$150,000 since their Students in Action program began; and

WHEREAS, De La Salle High School students completed more than 49,000 hours of volunteer service and raised more than \$30,000 to support local community organizations in the 2020-2021 academic school year alone; and

WHEREAS, De La Salle High School's annual "Cereal Drive" resulted in 2020 donations exceeding \$12,000 in product, \$16,300 in financial donations, and the creation of a student-designed website for families served by the Monument Crisis Center in Concord, California; and

WHEREAS, De La Salle High School's annual "Laps 4 Life" event raised over \$2,900 in financial donations, impacted 7,300 local residents, and provided important family resources in 2020 through their partnership with the American Foundation for Suicide Prevention; and

WHEREAS, De La Salle High School’s annual “Holiday Toy Drive” raised over \$6,950 in financial donations for local charities, collected toys for marginalized children, created a website for securing financial donations and toys, and impacted over 6,900 residents; and

WHEREAS, the national nonprofit organization of Multiplying Good bestowed the award of “Regional Ambassador School” for the San Francisco Bay Area upon De Salle High School on May 14, 2021 in recognition of their decades of student volunteerism and community impact; and

WHEREAS, with their regional recognition, De La Salle High School received eligibility for national recognition for the highly esteemed Jefferson Awards, created by former First Lady Jacqueline Kennedy Onassis, Senator Robert Taft, Jr. and Sam Beard in 1972 for extraordinary volunteerism for community service; and

WHEREAS, on September 30, 2021, De La Salle High School was honored with the “National Student Choice Jefferson Award” by Multiplying Good.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby honor and thank De La Salle High School for their decades of volunteerism and support for local communities in need, their student-led community activism and impact, and their regional and national recognition through Multiplying Good.

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: November 2, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

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

Subject: CAER 2021 Shelter-in-Place Education Day

RECOMMENDATION(S):

Proclaim November 3, 2021 as the Contra Costa County Shelter-in-Place Education Day

BACKGROUND:

Contra Costa County Community Awareness and Emergency Response Group, Inc. has worked with schools and day care facilities for the last eighteen years on sheltering in place when there is a hazardous material release that could impact them. This protective action is the best immediate action that a person can take to protect them against exposure to hazardous materials that could occur from an accidental release or spill. Attached find the proclamation and a flyer announcing November 3, 2021 as Shelter-in-Place Education Day.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☒ 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: November 2, 2021

Contact: Randy Sawyer,
925-335-3210

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

By: , Deputy

cc: Nicole Heath

ATTACHMENTS

Resolution 2021/354

2021 SIP Drill Fact
Sheet

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

In the matter of:

Resolution No. 2021/354

Proclaiming November 3, 2021 as the Contra Costa County Shelter-in-Place Education Day

Whereas, public and private schools and childcare centers throughout Contra Costa County will be participating in the Shelter-in-Place Drill on November 3rd; and

Whereas, Contra Costa Community Awareness Emergency Response Group – CAER – is sponsoring the 19th Annual Shelter-in-Place Drill and assisting schools and childcare centers with their emergency preparedness; and

Whereas, emergency response agencies including fire, sheriff and health officials all recommend Shelter-in-Place as the immediate action to take in case of a hazardous release; and

Whereas, the Shelter-in-Place Drill increases public awareness about Shelter-in-Place as a protective action and gives students and teachers practice in implementing this important procedure; and

Whereas, the County Office of Education has endorsed the Shelter-in-Place Drill and encouraged all sites to participate.

Now, Therefore, Be It Resolved, that the Contra Costa County Board of Supervisors hereby recognizes the importance of preparing for emergencies and encourages participation in the Contra Costa CAER Group's public education efforts. In support of the parents, teachers, students and staff that will be participating with hundreds of other schools and childcare centers in the Shelter-in-Place Drill, we proclaim November 3, 2021, as "Shelter-in-Place Education Day.

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: November 2, 2021

Monica Nino, County Administrator

By: _____, Deputy



2021 Shelter-in-Place Drill *FACT SHEET*

- The Shelter-in-Place drill will begin at 11:00 a.m. on November 3rd. This coincides with the testing of the safety sirens in Contra Costa that sound at 11:00 a.m.

Or, if necessary, you can change to a time better suited to your site.



Please note: If you do not normally hear the sound of the sirens on the first Wednesday of every month YOU WILL NOT HEAR THEM ON NOV. 3rd Sirens are only one of the ways a Shelter-in-Place alert is broadcast. In an actual emergency, other tools to alert the public would also be used, such as KCBS 740AM radio, scrolling messages on CCTV, weather radio alerts, and the TENS system (automated telephone calls) as well as cell phone notifications.

- Each site will determine how complex they want the Shelter-in-Place drill to be at their own facility. The scope can range from a tabletop exercise with staff to a full-scale drill bringing everyone inside to Shelter-in-Place. Drill can be as long as you want it to be.
- The drill is being sponsored by Contra Costa County CAER (Community Awareness Emergency Response) Group. CAER is a non-profit organization with members from fire, law enforcement, health services, emergency services, plus community and industry representatives.
- All public and private schools and childcare centers are encouraged to participate. This is a chance to be part of a countywide exercise that will promote further awareness about Shelter-in-Place training and procedures.
- Participating schools and childcare centers will have their names posted on the CAER web site at www.cococaer.org.
- The County Board of Supervisors as well as All City Councils in the County are being asked to proclaim November 3rd as "Shelter-in-Place Education Day."
- The Shelter-in-Place Drill is an annual event on the first Wednesday in November. CAER sponsors the drill to promote emergency preparedness in our schools and childcare centers.



Contra
Costa
County

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

Subject: Black Family Health Day

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

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

Contact: Teresa Gerringer
925-252-4500

By: , Deputy

cc:

ATTACHMENTS

Resolution
2021/371

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

In the matter of:

Resolution No. 2021/371

Black maternal and infant health;

WHEREAS, in the United States Black mothers are nearly four times more likely to die from childbirth complications than White mothers; they are also more likely to have babies with low birth-weights than infants of all other racial and ethnic groups, and these health disparities persist regardless of education and income; and

WHEREAS, research has identified that racial discrimination is the root cause of these disparities. Maternal stress caused by experiencing racism, discriminatory practices in healthcare settings, and the effects of cumulative socioeconomic disadvantage and other unjust social barriers threaten the lives of Black mothers and babies; and

WHEREAS, ending unacceptable disparities in Black maternal and infant health requires both centering the voices and lived experience of Black birthing people, families, and stakeholders in the conversation and engaging broader health system partners and allies to listen and act; and

WHEREAS, Contra Costa and four other Bay Area counties launched the Deliver Birth Justice campaign to raise awareness about how systemic racism and bias drive persistent inequity and health disparities for Black birthing people and babies and build public will for systems change and interventions at the local, regional and statewide levels; and

WHEREAS, disparities persist in Black maternal and infant health among Contra Costa residents with Black mothers giving birth to low birth weight infants more than two times as often as White mothers from 2018 - 2020. In that same period, nearly 10% (9.5%) of Black mothers had preterm births compared to 5.8% of White mothers. Black babies are almost twice as likely to die within the first year of life as White babies (6.3/1,000 v. 3.2/1,000 from 2016 -2020) and Black mothers experienced health-impacting, life-threatening events during childbirth at more than double the rate of White mothers from 2016-2018, and

WHEREAS, Black birthing patients at Contra Costa Regional Medical Center experience higher rates of complications in many categories CCRMC tracks: including caesarian sections, pre-term births, low birth weights, increased rates of pre-eclampsia, and fewer exclusively breastfed babies; and

WHEREAS, Contra Costa Regional Medical Center will continue to fight the disparities in adverse birth outcomes among Black birthing patients through the implementation of cutting-edge technologies, like riskLD that creates an early warning system for bad birth outcomes, facilitating care team response to urgent patient alerts based on data, eliminating the impact of racial biases; and

WHEREAS, Contra Costa County has declared racism a public health crisis and has committed to working to end the racism that results in disproportionately higher rates of chronic disease, shorter life expectancy, maternal and infant mortality, and health inequities for Black/African Americans and other racial groups; and

WHEREAS, Contra Costa Health Services (CCHS) will continue to work in partnership with community-based organizations to eliminate disparities in Black maternal and infant health and to deliver programs and supports that are grounded in evidence, community, and culture for African and African Ancestry residents. These include the

community-based doula program, CoCo doulas, Partners in Pregnancy Fatherhood Program, Black Infant Health Program, and others that are grounded in evidence, community, and culture for African and African Ancestry residents; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Contra Costa in recognition of the above does hereby proclaim November 3, 2021, as Black Family Health Day

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

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the date
shown.

ATTESTED: November 2, 2021

Monica Nino, County Administrator

By: _____, Deputy



**Contra
Costa
County**

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Date: November 2, 2021

Subject: PROCLAMATION CELEBRATING THE 20TH ANNIVERSARY OF THE CONTRA COSTA ALLIANCE TO

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

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

Contact: Teresa Gerringer
925-252-4500

By: , Deputy

cc:

ATTACHMENTS

Resolution
2021/372

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

In the matter of:

Resolution No. 2021/372

CELEBRATING THE 20TH ANNIVERSARY OF THE CONTRA COSTA ALLIANCE TO END ABUSE

WHEREAS, the Contra Costa County Board of Supervisors is honored to recognize the Alliance to End Abuse as it celebrates its 20th anniversary on November 2nd, 2021; and

WHEREAS, the Contra Costa Alliance to End Abuse has tirelessly advocated for victims of interpersonal violence for 20 years and was instrumental in the creation of the Contra Costa Family Justice Center 10 years ago; and

WHEREAS, the Contra Costa Alliance to End Abuse is an initiative of the Contra Costa County Board of Supervisors which strives to affect systems change in an effort to reduce interpersonal violence in our communities by fostering the development and implementation of collaborative, coordinated and integrated services, supports, interventions and prevention activities; and

WHEREAS, the Contra Costa Alliance to End Abuse has pioneered the Lethality Assessment Program (LAP) and trained 5 separate law enforcement agencies in Contra Costa County to incorporate LAP into their response to survivors of interpersonal violence; and

WHEREAS, the Contra Costa Alliance to End Abuse has been at the forefront of innovative practices in the field of interpersonal violence prevention by incorporating the use of Multi-Disciplinary Teams (MDT's) to review high risk cases of Domestic Violence and Human Trafficking as well as Domestic Violence Homicides (Death Review) cases to better share information and learn preventive measures to reduce the scope of both domestic violence and human trafficking in Contra Costa County.; and

WHEREAS, the Alliance to End Abuse has been pivotal in Improving Criminal Justice Response as part of an effort by the Office of Violence Against Women to better fill in gaps in providing interpersonal violence prevention services; and

WHEREAS, the Alliance to End Abuse has prioritized Elder Abuse Prevention and has a commitment to advocating for individuals who are 50 years of age or older who are victims of elder abuse, neglect and exploitation; and

WHEREAS, the Alliance to End Abuse has led a multi-year process to create a strategic plan for violence prevention known as the Contra Costa Call to Action. The Contra Costa Call to Action has had significant progress since its launch in February 2020 and has goals of building sustainable infrastructure for violence prevention, fostering early childhood development, encouraging community connectedness and improving economic stability for residents of Contra Costa County; and

WHEREAS, the Alliance to End Abuse has prioritized enacting the principles of racial equity and has devoted itself to leading training for multiple partners to develop tools to challenge patterns of power and grow more inclusive over the course of several years; and

WHEREAS, the Alliance to End Abuse has advocated for a public health approach to violence prevention and treating violence as a preventable disease. The Alliance to End Abuse has relentlessly supported the view that exposure to violence causes negative outcomes and that Adverse Childhood Experiences can be prevented by promoting resilience factors and reducing risk factors for violence; and

NOW, THEREFORE, this Board of Supervisors, County of Contra Costa, State of California, does hereby recognize the 20th Anniversary of the Contra Costa Alliance to End Abuse on the 2nd day of November 2021 and commends the Alliance for its commitment and dedication to preventing interpersonal violence and supporting the critical work of multiple partners, both public and private, throughout the County to better prevent interpersonal violence; and FURTHERMORE, the Board of Supervisors extends their gratitude and appreciation to the Contra Costa Alliance to End Abuse for their profound contribution to Contra Costa County and Society as a whole.

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

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shown.

ATTESTED: November 2, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

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

Subject: Recognizing the 10th Anniversary of the Family Justice Center

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

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

Contact: Teresa Gerringer
925-252-4500

By: , Deputy

cc:

ATTACHMENTS

Resolution
2021/373

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

In the matter of:

Resolution No. 2021/373

Recognizing the 10th Anniversary of the Family Justice Center

WHEREAS, the Family Justice Center is a warm and welcoming one-stop center for individuals and families affected by interpersonal violence -- domestic violence, sexual assault, elder abuse, child abuse and human trafficking. The Center is a model of collaboration and a hub organization fostering collaboration and partnership among its 60+ direct-service partners, offering a wide-ranging and diverse multi-sector approach to family violence assistance, intervention, and prevention; and

WHEREAS, the family justice model is identified as a best practice in the field of domestic violence intervention and prevention services, and the United States Congress recognized the importance of the one stop family justice model in the Violence Against Women Act 2005; and

WHEREAS, the Contra Costa Family Justice Center is the result of planning and collaboration that began in 2001 when the Contra Costa County's Board of Supervisors established the "Zero Tolerance for Domestic Violence" initiative to eliminate family violence and elder abuse. The ZTDVI (now known as the Alliance to End Abuse) partners saw the need for a one-stop service center and established the first Family Justice Center in Richmond in 2011, and the Alliance to End Abuse led the planning efforts; and

WHEREAS, an expanded permanent location for the West Family Justice Center opened in June 2015, a second Family Justice Center opened in in Concord in March 2015, and a third Center opened in Antioch in July 2019, thereby realizing the vision of building a countywide network of support for victims and survivors of domestic violence, sexual assault, elder abuse, child abuse, and human trafficking; and

WHEREAS, the Family Justice Center's programs and services are client-centered, strengths-based, and trauma-informed, offering crisis support, long-term support, and community education. The Center's comprehensive, wrap-around services are available in multiple languages and include case management, civil legal assistance (including family law and immigration assistance), advocacy, mental health services, peer counseling, a medical clinic, housing assistance, assistance for victims of crimes, law enforcement investigation and prosecution, adult education, job placement services, cooking and nutrition classes, parenting classes, and safety net services; and

WHEREAS, each Family Justice client works with an expertly-trained, culturally- and linguistically-competent Navigator. Navigators serve as each client's single and trusted point of contact and provide guidance that supports clients to make safety plans and connect with services to address their immediate crisis-related needs. After working on their crisis, Navigators connect clients to "long term safety" programs that will help build resources in four domains: health (including mental health), education and training, wealth and community; and

WHEREAS, the Family Justice Center serves survivors of IPV regardless of their income, gender, location, or immigration status. In 2020, the Center served over 4,400 clients experiencing violence in their homes. The demand for services increased by 13% over the prior year, and requests for mental health services doubled. 64% of our clients lived in very low-income households earning less than \$2,000 per month. 11% were over 60 years old. 79% were Black, Indigenous, or people of color, including 53% Latinx or Hispanic. 30% spoke Spanish as their primary language; and

WHEREAS, the health and economic impacts of the COVID-19 pandemic have been particularly severe for the low-income families and communities of color we serve. Many families faced job losses, housing insecurity, food insecurity, and COVID-19 infections. All three Centers have stayed open throughout the pandemic, both virtually and in-person, to provide critical support and resources for their clients; and

NOW, THEREFORE, this Board of Supervisors, County of Contra Costa, State of California, does hereby recognize the 10th Anniversary of the Family Justice Center and recognizes the lifesaving and hope-giving work of the Family Justice Center as it supports 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 a single location. FURTHERMORE, the Board of Supervisors does hereby acknowledge the work of the Family Justice Center and its 60+ partners to bring safety, healing and hope to individuals and families experiencing violence and abuse in our community.

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: November 2, 2021

Monica Nino, County Administrator

By: _____, Deputy



**Contra
Costa
County**

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

Subject: APPOINTMENTS TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS

RECOMMENDATION(S):

1. ADOPT Resolution No. 2021/347 to reappoint Supervisor John Gioia as the Board of Supervisors' representative and Supervisor Diane Burgis as the Board's alternate representative on the California State Association of Counties (CSAC) Board of Directors to new terms beginning on November 29, 2021 and ending on November 30, 2022; and to restate the appointment of Board members and other individuals to serve on Board committees, special county committees, and regional boards/ committees/ commissions for 2021, some of which include additional compensation in the form of stipend.

2. INDICATE that the attached Resolution No. 2021/347 supersedes in its entirety Resolution No. 2021/19, which was adopted by the Board of Supervisors on January 5, 2021.

3. DIRECT staff to update on the County website the single Fair Political Practices Commission (FPPC) Form 806, which lists all the paid appointed positions on committees, boards, or commissions for members of the Board of Supervisors.

FISCAL IMPACT:

The recommendation results in no fiscal impact to the County. CSAC board members are paid no stipends.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Jami Morritt
925-655-2005

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

By: , Deputy

cc:

BACKGROUND:

The terms of office for the CSAC Board of Directors seat and its Alternate will expire on November 30, 2021. The primary purpose of CSAC is to represent county government before the California Legislature, administrative agencies and the federal government. CSAC places a strong emphasis on educating the public about the value and need for county programs and services. CSAC's long-term objective is to significantly improve the fiscal health of all California counties so they can adequately meet the demand for vital public programs and services. All 58 California counties are dues-paying members of the association. Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the CSAC Executive Committee to a one-year terms of office commencing with the first day of the CSAC annual conference.

This year, that conference will begin on Monday, November 29, 2021. Any member of the Board of Supervisors is eligible for the directorship. CSAC holds two annual meetings for its membership: the Spring Legislative Conference in Sacramento and the Annual Meeting in November. CSAC's Board of Directors holds its first meeting of each year at the association's annual conference. Thus, it is important that the Board of Supervisors send its newly appointed board representative to this first meeting. The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2022 Executive Committee and to conduct other business. Under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

In April 2012, the Fair Political Practices Commission (FPPC) adopted Regulation 18705.5, which permits a Supervisor to vote on his/her own appointment to a body or board paying a salary or stipend for service if all of the following conditions are met: the appointment is to a committee, board, or commission of a public agency, a special district, a joint powers agency or authority, or a metropolitan planning organization; and State law, a local ordinance, or a joint powers agreement requires the Board to appoint; and the Board adopts and posts on its website, a list of each appointed position for which compensation is paid, the salary or stipend for the position, the name of the appointee, the name of the alternate, if any, and the term of the appointment. Form 806 is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. Each agency must post on its website a single Form 806, listing all of the paid appointed positions. When there is a change in compensation or a new appointment, the Form 806 is updated to reflect the change. The form must be updated promptly as changes occur.

ATTACHMENTS

Resolution 2021/347

2021 Committee assignments updated

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

Adopted this Resolution on 11/02/2021 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2021/347

IN THE MATTER OF ENSURING CONTINUED REPRESENTATION ON THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS AND UPDATING BOARD MEMBER ASSIGNMENTS TO 2021 BOARD COMMITTEES, SPECIAL COUNTY COMMITTEES, AND REGIONAL ORGANIZATIONS

WHEREAS the primary purpose of the California State Association of Counties (CSAC) is to represent county government before the California Legislature, administrative agencies and the federal government; and WHEREAS, CSAC places a strong emphasis on educating the public about the value and need for county programs and services; and WHEREAS CSAC's long-term objective is to significantly improve the fiscal health of all California counties so they can adequately meet the demand for vital public programs and services; and WHEREAS CSAC is governed by a 58-member Board of Directors, with one representative from each member county, designated as either urban, suburban or rural; and WHEREAS, the terms of office of the Board of Supervisors' appointees to the CSAC Board of Directors will expire on November 30, 2021; and WHEREAS, the recommended appointments will ensure continued representation of the Board of Supervisors on the myriad issues of significance to Contra Costa County; and WHEREAS adoption of a new Master Resolution with a complete roster of all appointments is required by Board policy whenever terms expire or new appointments are made; and WHEREAS, after any new appointments or reappointments are made, when there is a change in compensation for any appointment, or where there is a change in the number of meetings of the board or committee to which an appointment is made, the Fair Political Practices Commission requires the County to update and post on the County's website the County's Report of Public Official Appointments, Form 806;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors does hereby:

REAPPOINT Supervisor John Gioia as the Board of Supervisors representative and APPOINT Supervisor Diane Burgis as the Board's alternate representative on the California State Association of Counties Board of Directors to new terms beginning on November 29, 2021 and ending on November 30, 2022.

1. AFFIRM the appointment of the Board members and other individuals to serve on Board committees, special county committees and regional boards / committees / commissions as specified in the Master List (see Attachment I) as Type I for Board Standing Committees, Type II for Other Internal Committees, Type III for Regional Bodies, Type IV for Special/Restricted seats, and Type V for Board Ad Hoc Committees.
2. INDICATE that this Resolution No. 2021/347 supersedes in its entirety Resolution No. 2021/19, which was adopted by the Board of Supervisors on January 5, 2021.
3. UPDATE the County's Report of Public Official Appointments, Form 806, to reflect the appointments on the adopted Master List for 2020 and post it on the County's website.

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

ATTESTED: November 2, 2021

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

Contact: Jami Morritt 925-655-2005

By: , Deputy

cc:

ATTACHMENT TO RESOLUTION NO. 2021/347
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted by Committee Type)

Type*	Committee Name	Chair Recommendation	Term Expiration	Stipend Information
I	Airport Committee, Chair	Diane Burgis	12/31/2021	NO STIPEND
I	Airport Committee, Vice Chair	Karen Mitchoff	12/31/2021	NO STIPEND
I	Family & Human Services Committee, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Family & Human Services Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND
I	Finance Committee, Chair	Karen Mitchoff	12/31/2021	NO STIPEND
I	Finance Committee, Vice Chair	John Gioia	12/31/2021	NO STIPEND
I	Hiring Outreach & Oversight Committee, Chair	Federal Glover	12/31/2021	NO STIPEND
I	Hiring Outreach & Oversight Committee, Vice-Chair	John Gioia	12/31/2021	NO STIPEND
I	Internal Operations Committee, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Internal Operations Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND
I	Legislation Committee, Chair	Diane Burgis	12/31/2021	NO STIPEND
I	Legislation Committee, Vice Chair	Karen Mitchoff	12/31/2021	NO STIPEND
I	Public Protection, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Public Protection, Vice Chair	Federal Glover	12/31/2021	NO STIPEND
I	Sustainability Committee, Chair	John Gioia	12/31/2021	NO STIPEND
I	Sustainability Committee, Vice Chair	Federal Glover	12/31/2021	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND
II	Bay Area Counties Caucus	Karen Mitchoff	12/31/2021	NO STIPEND
II	Bay Area Counties Caucus, Alternate	Diane Burgis	12/31/2021	NO STIPEND
II	Bay Area Regional Interoperable Communications System (BayRICS) Authority	Mike Casten	12/31/2021	NO STIPEND
II	BayRICS Authority, Alternate	Elise Warren	12/31/2021	NO STIPEND
II	California Identification System Remote Access Network Board (Cal-ID RAN Board)	Diane Burgis	12/31/2021	NO STIPEND
II	Central Contra Costa Solid Waste Authority	Candace Andersen	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
II	Central Contra Costa Solid Waste Authority	Karen Mitchoff	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
II	Contra Costa Family Justice Alliance	Diane Burgis	12/31/2022	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	John Gioia	12/31/2021	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	Diane Burgis	12/31/2021	NO STIPEND
II	Dougherty Valley Oversight Committee	Diane Burgis	12/31/2021	NO STIPEND
II	Dougherty Valley Oversight Committee	Candace Andersen	12/31/2021	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board	Candace Andersen	12/31/2021	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board, Alternate	Karen Mitchoff	12/31/2021	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board	Diane Burgis	12/31/2021	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority	Diane Burgis	12/31/2021	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	East County Water Management Association	Diane Burgis	12/31/2022	STIPEND of \$170/meeting; max 6 per month
II	East County Water Management Association, Alternate	Federal Glover	12/31/2022	STIPEND of \$170/meeting; max 6 per month
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Federal Glover	12/31/2021	NO STIPEND
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Diane Burgis	12/31/2021	NO STIPEND
II	First 5 Children and Families Commission Alternate Member	Diane Burgis	12/31/2021	NO STIPEND
II	First 5 Children and Families Commission Member	Candace Andersen	12/31/2021	NO STIPEND
II	Hazardous Waste Management Facility Allocation Committee	Candace Andersen	Unspecified	STIPEND of \$150 per meeting.
II	Hazardous Waste Management Facility Allocation Committee, Alternate	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
II	Kensington Solid Waste Committee Alternate	Kate Rauch	12/31/2021	NO STIPEND
II	Kensington Solid Waste Committee Member	John Gioia	12/31/2021	NO STIPEND
II	Medical Services Joint Conference Committee, Chair	John Gioia	12/31/2021	NO STIPEND
II	Medical Services Joint Conference Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND
II	North Richmond Waste and Recovery Mitigation Fee Committee	John Gioia	12/31/2021	NO STIPEND

*Note: Type I: Internal Standing Committees; Type II: Internal Appointments; Type III: Regional Appointments; Type IV: Special/Restricted Appointments; Type V: Ad Hoc Committees

ATTACHMENT TO RESOLUTION NO. 2021/347
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted by Committee Type)

Type*	Committee Name	Chair Recommendation	Term Expiration	Stipend Information
II	North Richmond Waste and Recovery Mitigation Fee Committee, Alternate	Robert Rogers	12/31/2021	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Chair	Diane Burgis	12/31/2021	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Vice Chair	Federal Glover	12/31/2021	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Karen Mitchoff	Unspecified	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Candace Andersen	Unspecified	NO STIPEND
II	State Route 4 Bypass Authority	Diane Burgis	12/31/2021	NO STIPEND
II	State Route 4 Bypass Authority, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	SWAT (Southwest Area Transportation Committee)	Candace Andersen	12/31/2021	NO STIPEND
II	SWAT, Alternate	Karen Mitchoff	12/31/2021	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency)	Candace Andersen	12/31/2021	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency), Alternate	Karen Mitchoff	12/31/2021	NO STIPEND
II	TRANSPAC (Central County Transportation Partnership and Cooperation)	Karen Mitchoff	12/31/2021	NO STIPEND
II	TRANSPAC, Alternate	Candace Andersen	12/31/2021	NO STIPEND
II	TRANSPLAN (East County Transportation Planning)	Diane Burgis	12/31/2021	NO STIPEND
II	TRANSPLAN, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	Tri-Valley Transportation Council	Candace Andersen	12/31/2021	NO STIPEND
II	Urban Counties of California	Federal Glover	12/31/2021	NO STIPEND
II	Urban Counties of California, Alternate	Candace Andersen	12/31/2021	NO STIPEND
II	WCCTAC (West County Transportation Advisory Committee)	John Gioia	12/31/2021	NO STIPEND
II	WCCTAC, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	West Contra Costa Integrated Waste Management Authority	John Gioia	Unspecified	STIPEND of \$50 per meeting.
II	West Contra Costa Integrated Waste Management Authority, Alternate	Federal Glover	Unspecified	STIPEND of \$50 per meeting.
III	Bay Area Air Quality Management District Board of Directors	John Gioia	6/17/2025	Per diem of \$100/meeting + travel exp; max \$6,000
III	Bay Area Air Quality Management District Board of Directors	Karen Mitchoff	1/20/2024	Per diem of \$100/meeting + travel exp; max \$6,000
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors	Candace Andersen	5/1/2023	STIPEND of \$100 per meeting; up to \$200 month
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors, Alternate	Karen Mitchoff	5/1/2023	STIPEND of \$100 per meeting; up to \$200 month
III	Contra Costa Transportation Authority Board of Commissioners (Seat 1)	Federal Glover	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 1)	Candace Andersen	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Second Alternate (Seat 1)	Diane Burgis	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Third Alternate (Seat 1)	John Gioia	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Marin Energy Authority (MCE) Board of Directors	John Gioia	12/31/2022	NO STIPEND
III	Marin Energy Authority (MCE) Board of Directors, Alternate	Federal Glover	12/31/2022	NO STIPEND
III	Tri Delta Transit Authority, Board of Directors (Seat 1)	Federal Glover	12/31/2022	STIPEND of \$100/month
III	WCC Healthcare District Finance Committee	Federal Glover	Unspecified	NO STIPEND
III	WCC Healthcare District Finance Committee	John Gioia	Unspecified	NO STIPEND
III	Bay Area Air Quality Management District Board of Directors	Karen Mitchoff	1/20/2024	Per diem of \$100/meeting + travel exp; max \$6,000
III	Contra Costa Transportation Authority Board of Commissioners (Seat 2)	Karen Mitchoff	1/31/2022	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 2)	John Gioia	1/31/2022	STIPEND of \$100 per meeting; up to \$400 month
III	Local Agency Formation Commission	Candace Andersen	5/2/2022	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission	Federal Glover	5/2/2022	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission, Alternate	Diane Burgis	5/6/2024	STIPEND of \$150 per meeting.
III	Metropolitan Transportation Commission	Federal Glover	2/1/2023	STIPEND of \$100/meeting; up to \$500/month per agency.
III	Tri Delta Transit Authority, Board of Directors (Seat 2)	Diane Burgis	12/31/2021	STIPEND of \$100/month
III	CCTA, Community Based Transportation Steering Committee	Federal Glover	Unspecified	NO STIPEND
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee	Karen Mitchoff	12/31/2021	NO STIPEND
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee, First Alternate	Candace Andersen	12/31/2021	NO STIPEND

*Note: Type I: Internal Standing Committees; Type II: Internal Appointments; Type III: Regional Appointments; Type IV: Special/Restricted Appointments; Type V: Ad Hoc Committees

ATTACHMENT TO RESOLUTION NO. 2021/347
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted by Committee Type)

Type*	<u>Committee Name</u>	<u>Chair Recommendation</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee, Second Alternate	Russel Watts	12/31/2021	NO STIPEND
IV	ABAG General Assembly	Karen Mitchoff	12/31/2021	NO STIPEND
IV	ABAG General Assembly, Alternate	Diane Burgis	12/31/2021	NO STIPEND
IV	ABAG Regional Planning Committee	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
IV	Bay Conservation & Development Commission	John Gioia	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
IV	Bay Conservation & Development Commission, Alternate	Federal Glover	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
IV	Contra Costa Countywide Redevelopment Successor Agency Oversight Board	Federal Glover	Unspecified	NO STIPEND
IV	Contra Costa Countywide Redevelopment Successor Agency Oversight Board	Diane Burgis	Unspecified	NO STIPEND
IV	Delta Diablo Sanitation District Governing Board	Federal Glover	12/31/2021	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Diablo Sanitation District Governing Board, Alternate	Karen Mitchoff	12/31/2021	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Protection Commission	Diane Burgis	12/31/2021	NO STIPEND
IV	Delta Protection Commission, Alternate	Karen Mitchoff	12/31/2021	NO STIPEND
IV	Law Library Board of Trustees	Nolan Armstrong	12/31/2021	NO STIPEND
IV	Mental Health Commission	Candace Andersen	12/31/2021	NO STIPEND
IV	Mental Health Commission, Alternate	Diane Burgis	12/31/2021	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board	Karen Mitchoff	Unspecified	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board, Alternate	Diane Burgis	Unspecified	NO STIPEND
IV	ABAG Executive Board (Seat 1)	Karen Mitchoff	6/30/2022	STIPEND of \$150 per meeting.
IV	ABAG Executive Board (Seat 2)	Candace Andersen	6/30/2022	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 1	John Gioia	6/30/2022	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 2	Diane Burgis	6/30/2022	STIPEND of \$150 per meeting.
IV	CCCERA (Contra Costa County Employees Retirement Association) Board of Trustees	Candace Andersen	6/30/2023	STIPEND of \$100 per meeting.
IV	CSAC (California State Association of Counties) Board of Directors	John Gioia	11/30/2022	NO STIPEND
IV	CSAC Board of Directors, Alternate	Diane Burgis	11/30/2022	NO STIPEND
V	Ad Hoc Committee on COVID-19 Economic Impact and Recovery, Chair	Candace Andersen	Unspecified	NO STIPEND
V	Ad Hoc Committee on COVID-19 Economic Impact and Recovery, Vice Chair	Karen Mitchoff	Unspecified	NO STIPEND
V	Childhood Asthma Ad Hoc Committee, Chair	Federal Glover	Unspecified	NO STIPEND
V	Childhood Asthma Ad Hoc Committee, Vice Chair	John Gioia	Unspecified	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	John Gioia	Unspecified	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	Federal Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Federal Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Diane Burgis	Unspecified	NO STIPEND

*Note: Type I: Internal Standing Committees; Type II: Internal Appointments; Type III: Regional Appointments; Type IV: Special/Restricted Appointments; Type V: Ad Hoc Committees



**Contra
Costa
County**

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

Subject: Advisory Council on Aging Appointment

RECOMMENDATION(S):

APPOINT John Haberkorn to the Concord Local Committee seat on the Advisory Council on Aging for a term ending September 30, 2023, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Appoint John Haberkorn to the Concord Local Committee seat on the Advisory Council on Aging (ACOA) for a term ending September 30, 2023. The seat is currently vacant. Mr. Haberkorn is a resident of Concord and was approved by the Concord City Council on October 13, 2021.

The ACOA provides for countywide planning, cooperation, and coordination for individuals and groups interested in improving and developing services and opportunities for older adults in the County. The ACOA provides leadership and advocacy on behalf of older persons as a channel of communication on aging.

CONSEQUENCE OF NEGATIVE ACTION:

The Advisory Council on Aging could not conduct routine business.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: elaine Burres
608-4960

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: November 2, 2021

Subject: Medical Staff Appointments and Reappointments – September 1, 2021

RECOMMENDATION(S):

Approve the medical staff appointments and reappointments, additional privileges, advancements, and voluntary resignations as recommend by the Medical Staff Executive Committee, at their September 1, 2021 meeting, and by the Health Services Director.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

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

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

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

Contact: Jaspreet Benepal,
925-370-5101

By: , Deputy

cc: Linda Barnum, Marcy Wilhelm

ATTACHMENTS

September List

**CREDENTIALS COMMITTEE
AGENDA
9/1/2021**

I. CALL TO ORDER

II. APPROVAL OF MINUTES:

III. NEXT MEETING: October 6, 2021

IV. OLD BUSINESS:

V. NEW BUSINESS:

A. Applications for Staff Membership

Applicant	Department	Reviewer
Kamalnath, Prakash, MD	Psychiatry/Psychology	Frank Camodeca, DDS
Lepp, Nathaniel, MD	OB/GYN	Kristin Moeller, MD
Luyang, Liu, MD	OB/GYN	Frank Camodeca, DDS
O'Neal, Erica	Psychiatry/Psychology	Frank Camodeca, DDS
Pokharel, Anu, MD	DFAM	Frank Camodeca, DDS
Scott, Sara, MD	Hospital Medicine	Frank Camodeca, DDS

B. 6 Month Extensions

Provider	Department	Extending Time to Proctor:
Stanziale, Jennifer, MD	Hospital Medicine	6 months

C. Staff Advancing to Non-Provisional

Provider	Department	Staff Status
Greenberg, Harvey, MD	Diagnostic Imaging-VRAD	A
Langham, Kathryn, MD	Psychiatry/Psychology	A
Maitra, Sarbani, MD	Psychiatry/Psychology	A
Shull, Jonah, MD	Psychiatry/Psychology	A

D. Biennial Reappointments

Provider	Department	Staff Status
Gaschler, Wesley, MD	Emergency Medicine	C
Hennigan, Patricia, PHD	Psychiatry/Psychology	A
King, Benjamin, MD	Pediatrics	A
Lehman, Tara, MD	OB/GYN	A
Lehman, Trang, MD	DFAM	A
Leskovar, Tom, MD	Diagnostic Imaging	A
Moring-Parris, Daniel, MD	DFAM	A
Nguyen, Minh, MD	Critical Care	C
Niclas, Joshua, MD	Psychiatry/Psychology	A
Oberlin, Daniel, MD	Surgery	P
Phillips, Latika, MD	Psychiatry/Psychology	A
Porteous, Ashley, DO	Hospital Medicine	A
Suchow, David, MD	Emergency Medicine	A
Tai, Denice, MD	DFAM	A
Tsang, Jennifer, MD	Hospital Medicine	A
Walls, James, MD	DFAM	A
Wassef, Sherif, MD	Diagnostic Imaging	C
Willingham, Jon, DDS	Dental	A

E. Voluntary Resignation

Provider	Department
Breed, Larkin, MD	Diagnostic Imaging
Davis, Gina, Psy.D	Psychiatry/Psychology
Hamilton, Jessica, MD	DFAM
Kuennemeier, Brian, Psy.D	Psychiatry/Psychology
Mariano, Maria, MD	Psychiatry/Psychology
Newman, Allison, MD	OB/GYN
Newman, Gilbert, PHD	Psychiatry/Psychology
Ozowara, Larry, MD	Psychiatry/Psychology
Smith, Wade, MD	Internal Medicine
Stotesbery, Kory, DO	Psychiatry/Psychology



Contra
Costa
County

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

Subject: Medical Staff Appointments and Reappointments – October 6, 2021

RECOMMENDATION(S):

Approve the medical staff appointments and reappointments, additional privileges, advancements, and voluntary resignations as recommend by the Medical Staff Executive Committee, at their October 6, 2021 meeting, and by the Health Services Director.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

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

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

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

Contact: Japreet Benepal,
925-370-5101

By: , Deputy

cc: Linda Barnum, Marcy Wilhelm

ATTACHMENTS

October List

Anna M. Roth, R.N., M.S., M.P.H.
Health Services Director

Samir B. Shah, M.D., F.A.C.S.
Chief Executive Officer
Contra Costa Regional Medical Center
and Health Centers
& Chief Medical Officer
Contra Costa Health Services



Contra Costa Regional
Medical Center
& Health Centers
2500 Alhambra Avenue
Martinez, California 94553-3156
Ph 925-370-5000

A. New Medical Staff Members

Adam, Tarek, MD	Psychiatry/Psychology
Bhakta, Arpan, MD	Anesthesiology
Iqbal, Rashid, MD	Internal Medicine
Givens, Larry, MD	Diagnostic Imaging-Vrad
Bacon, William, MD	Diagnostic Imaging-Vrad
Ghani, Mazen, MD	Diagnostic Imaging-Vrad
VanBeezooyen, Jack, MD	Psychiatry/Psychology
Wu, Eureka, MD	DFAM
Carr, Megan, MD	DFAM
Forouhar, Sara, MD	Pediatrics
Adams-Berry, Kathy	OB/GYN

B. Applications: Lifelong Residents

Muhmod Ahmad, MD	DFAM
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C. Requests for Additional Privileges

Cheun, Aesil, NP	DFAM
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D. Advance to Non-Provisional

Deshpande, Durga, MD	Pediatrics	A
Iyer, Varshni, MD	Pediatrics	A

E. Biennial Reappointments

Butler, Kimberly, MD	DFAM	A
Chauhan, Digpal, MD	DFAM	A
Faramazyan, Alina, MD	Psychiatry/Psychology	A
Feddersen, Michael, DO	Psychiatry/Psychology	C
Hanlin, Douglas, MD	Psychiatry/Psychology	A
Josephson, Scott, MD	Internal Medicine	Tele-Neurologist
Khan, Shahbaz, MD	Psychiatry/Psychology	C
Kwok, Bonnie, MD	DFAM	A
Lau, Edward, MD	Psychiatry/Psychology	A
Maitra, Sarbani, MD	Psychiatry/Psychology	P
Pai, Vidya, MD	Pediatrics	A
Parekh, Hemal, MD	Internal Medicine	P
Shah, Maulik, MD	Internal Medicine	Tele-Neurologist
Silver, Deborah, MD	Psychiatry/Psychology	A
Tulshian, Priyanka, MD	Hospital Medicine	A
Wong, Christina, MD	OB/GYN	A
Wu, Katherine, MD	Pediatrics	Low Volume

F. Biennial Renewal of Privileges

Berry-Millett, Kate, CNM	OB/GYN	AFF
Cedermaz, Heather, NP	DFAM	AFF
Humphrey, Kimberly, NP	Pediatrics	AFF

G. Teleradiologist (VRAD) Reappointments

Robinette, Alison, MD	Diagnostic Imaging
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H. Voluntary Resignations

Aragam, Gowri, MD	Psychiatry/Psychology
Betjemann, John, MD	Internal Medicine
Flores, Laravic, MD	Hospital Medicine
Keyser, Andrew, MD	Emergency Medicine
Meisel, Karl, MD	Internal Medicine
Morris, Juliana, Psy.D	Psychiatry/Psychology
Nanda, Simret, MD	Psychiatry/Psychology
Saadabadi, Zohreh, MD	DFAM
Sakhrani, Mohan, MD	Emergency Medicine
Sarvi, Saunaz, DDS	Dental
Shah, Sanjay, MD	Internal Medicine
Vaid, Shalini, MD	DFAM



Contra
Costa
County

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

Subject: Managed Care Commission Member Appointment

RECOMMENDATION(S):

Appoint Marshall Riddle, Pier Angeli Linsangan, Rebecca Brossa, and Susan Frederick to new three-year terms on the Managed Care Commission.

FISCAL IMPACT:

None.

BACKGROUND:

The Managed Care Commission recommends the appointment of the following individuals to the Commission for terms ending August 31, 2024:

- Marshall Riddle to the Member-at-Large #5 seat
- Pier Angeli Linsangan to the Member-at-Large #6 seat
- Rebecca Brossa to the Member-at-Large #2 seat
- Susan Frederick to the Commercial seat

The applicants and recommendations for appointment were discussed on the Commission's agenda at the September 15, 2021 Meeting.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

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

Contact: Sharron Mackey,
925-313-6104

By: , Deputy

cc: Marcy Wilhelm, Wendy Mascitto

CONSEQUENCE OF NEGATIVE ACTION:

The appointments would not be made to the Managed Care Commission.

ATTACHMENTS

M. Riddle

P.A. Linsangan

R. Brossa

S. Frederick

Contra Costa County Boards & Commissions
Application Form

Submit Date: Mar 14, 2019

Profile

Which Boards would you like to apply for?

Managed Care Commission: Submitted

At Large

Seat Name (if applicable)

Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

This application is used for all boards and commissions

Marshall

First Name

Riddle

Middle Initial

Last Name

Email Address

Suite or Apt

Walnut Creek

City

CA

State

94595

Postal Code

Home

Primary Phone

Integrated Benefits Institute

Employer

Digital Marketing Manager

Job Title

Marketing

Occupation

Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?

☐ Yes ☒ No

Is a member of your family (or step-family) employed by Contra Costa Co.?

☐ Yes ☒ No

Education History

Select the highest level of education you have received:

☒ Other

Some college

If "Other" was Selected Give Highest Grade or
Educational Level Achieved

College/ University A

California State University Chico

Name of College Attended

Political Science

Course of Study / Major

115

Units Completed

Type of Units Completed

☒ Semester

Degree Awarded?

☒ Yes ☐ No

Degree Type

Date Degree Awarded

College/ University B

Name of College Attended

Course of Study / Major

Units Completed

Type of Units Completed

None Selected

Degree Awarded?

☐ Yes ☐ No

Degree Type

Date Degree Awarded

College/ University C

Name of College Attended

Course of Study / Major

Units Completed

Type of Units Completed

None Selected

Degree Awarded?

☐ Yes ☐ No

Degree Type

Date Degree Awarded

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

☐ Yes ☐ No

Work History

Please provide information on your last three positions, including your current one if you are working.

1st (Most Recent)

July 2018-Present

Dates (Month, Day, Year) From - To

40+

Hours per Week Worked?

Volunteer Work?

☒ Yes ☐ No

Digital Marketing Manager

Position Title

Employer's Name and Address

Integrated Benefits Institute: 1901 Harrison Street, Oakland, California

Duties Performed

Accountable for leveraging digital marketing technology and strategy to address member needs, as well as grow the organization's membership. This includes administering a Wordpress based website along with its connection to Salesforce, external communications using the organizations marketing automation platform Pardot, and developing reports on digital engagement. I am also developing and strategizing a discussion forum for our users to engage and network with each other.

2nd

September 2014-September 2017

Dates (Month, Day, Year) From - To

40+

Hours per Week Worked?

Volunteer Work?

☒ Yes ☐ No

Digital Marketing Manager

Position Title

Employer's Name and Address

Apexus, Irving Texas

Duties Performed

Accountable for working with leadership to implement and align Apexus' digital footprint with the organization's strategic goals. This included serving as the web administrator and managing and updating content for two distinct websites. I was also responsible for overseeing external communications using the organizations marketing automation platform and compiling and reporting web and marketing analytics. Beyond digital programs I was responsible for developing marketing content using the Adobe Creative Cloud, and assisting with other organization wide projects.

3rd

December 2008-August 2014

Dates (Month, Day, Year) From - To

40+

Hours per Week Worked?

Volunteer Work?

☐ Yes ☒ No

Senior Analyst

Position Title

Employer's Name and Address

Managed Care on Line (MCOL), Modesto California

Duties Performed

As part of MCOL's administrative team I was responsible for online and print content creation, spearheading MCOL's social media initiatives and managing research staff in the research and analysis of a wide variety of healthcare business issues, serving as editor of several MCOL e-publications, and managing all aspects of the organization's webinar program. I was also heavily involved in MCOL's digital and traditional marketing campaigns.

[ResumeRiddle2019.pdf](#)

Upload a Resume

Final Questions

How did you learn about this vacancy?

☒ Contra Costa County Homepage

If "Other" was selected please explain

Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

Professional Summary

Experience across all digital marketing and analytics platforms, including managing and implementing the web and digital strategic goals of a medium sized business to business healthcare company and small research firm. Involvement in local campaigns and government as well as experience managing voter registration and get out the vote drives.

Education:

University of California Berkeley Extension

Certificate in Web Development, October 2017-January 2018

California State University Chico

Political Science, 2004-2008

Experience:

Integrated Benefits Institute, Oakland, California

Digital Marketing Manager, July 2018-Present

Accountable for leveraging digital marketing technology and strategy to address member needs, as well as grow the organization's membership. This includes administering a Wordpress based website along with its connection to Salesforce, external communications using the organizations marketing automation platform Pardot, and developing reports on digital engagement. I am also developing and strategizing a discussion forum for our users to engage and network with each other.

- **Marketing and Communications Strategy:** Development of marketing and communication plans to engage members around various research topics, releases and product launches and to elicit new membership through growth marketing strategies. Serve as staff member of Board of Directors Marketing and communications committee.
- **Website Administration:** Administration of both the technical and creative aspects of a Wordpress based website. Maintenance of Salesforce integration for user profiles and registration.
- **Marketing Automation and CRM management:** Management of Pardot marketing automation platform used for external emails, landing pages, forms and digital campaigns. Administration of Salesforce customer relationship management database.
- **Marketing Collateral Development:** Creation of digital and print marketing materials.
- **Digital Metrics:** Development of digital engagement dashboard using Google Data Studio and Google Analytics to provide real time intelligence to staff.

Freelance Web Developer, Remote

January 2018-July 2018

Freelance web development on multiple projects, including:

- **Ecommerce Subscription:** Developed a payment gateway and registration system for a subscription-based health video website on Drupal.
- **Server Migration:** Migrated an organization's websites from an internal server to a cloud-based hosting service.
- **Digital Archive:** Developed an online hall of fame in Wordpress for a local sports association.

Apexus, Irving Texas

Digital Marketing Manager, September 2014-September 2017

Accountable for working with leadership to implement and align Apexus' digital footprint with the organization's strategic goals. This included serving as the web administrator and managing and updating content for two distinct websites. I was also responsible for overseeing external communications using the organizations marketing automation platform and compiling and reporting web and marketing analytics. Beyond digital programs I was responsible for developing marketing content using the Adobe Creative Cloud, and assisting with other organization wide projects.

- **Website Administration:** Administration of two public facing websites, using the Ingeniux content management system, as well as the company intranet, managed through Sharepoint. Updates to HTML content as well as CSS style sheets.
- **Marketing Automation and Email:** Management of marketing automation platform (Marketo) used for external emails, landing pages, forms and digital campaigns. Administration of marketing customer relationship management database.
- **Marketing Collateral Development:** Development of digital and print marketing materials.
- **Social Media:** Manage social media channels and paid social campaigns.
- **Digital Metrics:** Creation of reports on use of digital assets with Google Analytics, Marketo, and IBM Core Metrics.
- **Mobile App Administration:** Content administration of mobile app. Use of content management system to update the app.

Managed Care on Line (MCOL), Modesto California

Senior Analyst, December 2008-August 2014

As part of MCOL's administrative team I was responsible for online and print content creation, spearheading MCOL's social media initiatives and managing research staff in the research and analysis of a wide variety of healthcare business issues, serving as editor of several MCOL e-publications, and managing all aspects of the organization's webinar program. I was also heavily involved in MCOL's digital and traditional marketing campaigns.

- **Content Development:** Learning kits, survey reports, blogs, websites, fact sheets, social content, white papers, e-newsletters, infographics and videos
- **Research, Analysis and Report Preparation:** Compilation of original research, reports on web traffic and email analytics and financial and management reports.
- **Webinar and Conference Management:** Speaker orientations on webinar platform, event moderation and Q&A, follow up feedback management, featured webinar speaker and faculty coordinator-National Predictive Modeling Summit 2011-2013.
- **Marketing:** Copy writing, layout design, graphic design, strategic planning, social media management, email marketing, direct mail, and analysis of metrics.
- **Website Development:** Design, intermediate HTML editing and usability testing.

Californians for Voter Registration, Education and Turnout, Modesto California

Local Assistant Director, December 2009-November 2010

Hired as a door to door canvasser at the end of 2009 and subsequently promoted to serve as the assistant director of our local operations. In this capacity I helped manage a 20-person team that included both new trainees and veteran canvassers. Beyond my staff management functions, I was responsible for overseeing all data collected and using it to strategize our campaign.

- **Data Collection:** Analyzed all data collected by organization to target most productive days of weeks, hours and precincts.
- **Operations and Logistics:** Budgeting, transportation and administrative functions.
- **Hiring, Management and Scheduling of Staff:** Oversaw a team with diverse backgrounds including numerous individuals in drug treatment programs and recently released convicted felons.
- **Door to Door Registration of Voters:** Close interaction with the public using sales techniques.

CSU Chico Associated Students Inc., Chico California
Commissioner of Environmental Affairs, Summer 2008-Winter 2008

Elected by the student body of CSU Chico to serve as their Commissioner of Environmental Affairs. I chaired two committees as well as served on numerous others. I spearheaded multiple organization wide policy changes such as a plan to lower waste output to near zero percent for all departments including the organization's food service.

- **Committee Chairman:** Chaired the Environmental Affairs Council which formulated and implemented policy and the Sustainability Funding Allocation Committee which oversaw a one hundred thousand dollar fund.
- **Supervision of Intern Staff:** Supervised three interns on research projects, community and student outreach and lobbying administration.
- **Policy:** Researching, Writing, Lobbying and Implementing

Environmental Action and Resource Center, Chico California
Program Assistant, Summer 2007-Spring 2008

After a semester of interning for the Environmental Action and Resource Center I was hired to fill the position of Program Assistant. This position provided me with my first experience working in an office with limited supervision and the ability to work independently.

- **Clerical/Front Desk:** Customer service, record tracking, and database maintenance.
 - **Event Planning:** Planning and implementation of events including festival attended by 500.
 - **Supervision of Interns:** Delegation of responsibilities, scheduling, and training.
-

Civic Activities/Internships/Volunteer Work:

Citizens Housing & Community Development Committee, City of Modesto
Voting Member, January 2014-August 2014

- Responsible for making funding recommendations to the Modesto City Council regarding the HUD Community Development Block Grant, Emergency Shelter Grant, and HOME Investment Partnership Grant programs.

Planning Commission, City of Modesto
Commissioner, January 2013-August 2014

- Responsible for formulating recommendations regarding the orderly development of the community as it relates to zoning and land use, reviewed and recommended amendments to the Modesto General Plan.
- Participated in public hearings, researched proposed plans, communicated with the public and interacted closely with city staff.

Modesto Bee

First Quarter 2013 Visiting Editor, January 2013-April 2013

- Volunteer community member of the Modesto Bee Editorial Board

Modesto Comprehensive Fee Task Force, City of Modesto
Voting Member, February 2010-October 2011

- Voting Member of City Task Force to Coordinate all Development Related Fee Proposals and Align all Fee Structures with the Goals and Policies of the General Plan and Strategic Plan

California State Senate Economic Development Committee
Intern, Summer 2007

- Writing of Press Releases and Website Maintenance
- Legislative Analysis

Application Form**Profile**

Pier Angeli

First Name

Middle Initial

Linsangan

Last Name

Suite or Apt

CA

State

94565

Postal Code

Home

Primary Phone

Email Address

Which supervisorial district do you live in?

☒ District 5**Education**

Select the option that applies to your high school education *

☒ High School Diploma

College/ University A

Name of College Attended

University of the City of Manila

Degree Type / Course of Study / Major

Bachelor's Degree in Nursing

Degree Awarded?

☒ Yes ☐ No

College/ University B

Name of College Attended

Degree Type / Course of Study / Major

Pier Angeli Linsangan

Degree Awarded?

☐ Yes ☐ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

☐ Yes ☐ No

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

☐ Yes ☐ No

Board and Interest

Which Boards would you like to apply for?

Managed Care Commission: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

☐ Yes ☐ No

If you have attended, how many meetings have you attended?

Please explain why you would like to serve on this particular board, committee, or commission.

Good morning. I would like to express my interest in serving on this committee. I have been living in Concord/Pittsburg area for the past 15 years & wanted to find out how I could give back to the community. I'm currently working @ John Muir Medical Center MSICU for the past 15 years & have over 20 years experience as an RN. I was looking through the board vacancy list & I felt that this would be a good fit for my skill set. I am a naturalized American citizen of Filipino descent and would like to represent my unique group of Fil-Americans. Thank you!

Pier Angeli Linsangan

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

☒ Yes ☐ No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

☐ Yes ☒ No

List any volunteer or community experience, including any advisory boards on which you have served.

None

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I am a critical care nurse and have been a nurse for 23 years. I was also in the frontline during the COVID-19 outbreak as a COVID-19 ICU RN.

[Upload a Resume](#)

Conflict of Interest and Certification

Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

☒ **I Agree**

PIER ANGELI LINSANGAN

CERTIFICATIONS	BSN, BLS, ACLS, Stroke
SKILLS & ABILITIES	<ul style="list-style-type: none">• Critical Care RN for 23 years• Fluent in Tagalog• Fast learner and highly adaptable to modern technologies and medical advancements• Able to multi-task
PROFESSIONAL EXPERIENCE	<p>REGISTERED NURSE III, JOHN MUIR HEALTH SYSTEM, CONCORD CAMPUS December 2005 - Present</p> <p>Works in MSICU/Covid ICU, proficient in mechanical ventilation, lung recruitment ventilation, manual proning for both intubated & non-intubated patients.</p> <p>Assumes role of relief charge nurse, delegates patient assignment according to patient acuity. Cares for adult patients requiring Mechanical Ventilation, Invasive or Non-Invasive, Continuous Renal Replacement Therapy, Intra-Aortic Balloon Pump, Rotoprone therapy, and Targeted Temperature therapy. Patients in Multi-Organ Failure, Full Sepsis or Palliative treatments. Acts as Resource RN for new hires, students and agency nurses. Participates in Rapid Response Team for decompensating patients outside of the ICU. Assists in conscious sedation and recovers patients during off hours when the Operating Room is closed. Worked as a Tele-ICU nurse and as a Tele-Stroke RN.</p> <p>REGISTERED NURSE, DELANO REGIONAL MEDICAL CENTER April 2004 - November 2005</p> <p>Performs primary care nursing as part of the ICU team. Cares for adult patients requiring stabilization prior to transfer to a higher level medical care facility and performs as Critical Care Transport Nurse as needed during inter-facility patient transfers. Assumes care of adult patients requiring Mechanical Ventilation, Unstable coronary conditions and hemodynamically unstable patients. Provides support to the floor nurses as needed.</p> <p>REGISTERED NURSE III, FRIMLEY PARK HOSPITAL July 2002 - April 2004</p> <p>Cares for adult patients requiring mechanical ventilation, Renal Replacement Therapy, recovering patients straight from surgery. Assists in bedside medical procedures. Participates in the Rapid Response Outreach to hemodynamically unstable patients located outside of the ICU.</p> <p>REGISTERED NURSE III, FRIMLEY PARK HOSPITAL March 1999 - July 2002</p> <p>Cares for patients requiring urological treatments such as continuous bladder irrigations, Intravesical Chemotherapy, recurrent urinary retentions, post-surgical urology patients. Runs the Urology pre-assessment clinic.</p>
EDUCATION	UNIVERSITY OF THE CITY OF MANILA –MANILA, PHILIPPINES –BSN 1994



Contra
Costa
County

For Office Use Only
Date Received:

For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:

Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

Managed Care Commission

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (If applicable)

1. Name: Brossa Rebecca _____
(Last Name) (First Name) (Middle Name)

2. Address: _____ 94513
(No.) (Street) (Apt.) (State) (Zip Code)

3. Phones: _____
(Home No.) (Work No.) (Cell No.)

4. Email Address: _____

5. EDUCATION: Check appropriate box if you possess one of the following:

High School Diploma ☐ G.E.D. Certificate ☐ California High School Proficiency Certificate ☒

Give Highest Grade or Educational Level Achieved Associate Degree

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Diablo Valley College	Fine Arts	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			A.A.	Spring 2019
B) Diablo Valley College	Studio Arts	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			A.A.	Spring 2019
C)		Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed: <u>Diablo Valley College</u>	Course Studied: <u>Ceramics</u>	Hours Completed	Certificate Awarded: Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) <u>From</u> <u>To</u> <u>January</u> <u>May</u> Total: <u>Yrs.</u> <u>Mos.</u> <u>Spring Semester</u> Hrs. per week ____ . Volunteer <input checked="" type="checkbox"/></p>	<p>Title <u>Diablo Valley College</u> Employer's Name and Address <u>Teacher's Assistant</u></p>	<p>Duties Performed <u>Assisted Professor by gathering materials</u> <u>Also assist students with their questions</u></p>
<p>B) Dates (Month, Day, Year) <u>From</u> <u>To</u> Total: <u>Yrs.</u> <u>Mos.</u> Hrs. per week ____ . Volunteer <input type="checkbox"/></p>	<p>Title Employer's Name and Address</p>	<p>Duties Performed</p>
<p>C) Dates (Month, Day, Year) <u>From</u> <u>To</u> Total: <u>Yrs.</u> <u>Mos.</u> Hrs. per week ____ . Volunteer <input type="checkbox"/></p>	<p>Title Employer's Name and Address</p>	<p>Duties Performed</p>
<p>D) Dates (Month, Day, Year) <u>From</u> <u>To</u> Total: <u>Yrs.</u> <u>Mos.</u> Hrs. per week ____ . Volunteer <input type="checkbox"/></p>	<p>Title Employer's Name and Address</p>	<p>Duties Performed</p>

7. How did you learn about this vacancy?

☐ CCC Homepage ☐ Walk-In ☐ Newspaper Advertisement ☐ District Supervisor ☒ Other _____

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No ☒ Yes ☐

If Yes, please identify the nature of the relationship: _____

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name:  Date: 5/5/21

Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.



Contra
Costa
County

For Office Use Only
Date Received:

For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:

Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292

PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

MANAGED CARE COMMISSION

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Frederick Susan Jane
(Last Name) (First Name) (Middle Name)

2. **Address:** [REDACTED] Richmond Ca. 94803
(No.) (Street) (Apt.) (State) (Zip Code)

3. **Phones:** [REDACTED] N/A [REDACTED]
(Home No.) (Work No.) (Cell No.)

4. **Email Address:** [REDACTED]

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma ☒ G.E.D. Certificate ☐ California High School Proficiency Certificate ☐

Give Highest Grade or Educational Level Achieved Masters degree

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Contra Costa Community College	Nursing	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			AA	1976
B) New York State University	Nursing	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			BSN	1985
C) St. Mary's College	Health Services (adm)	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			MSHSA	1988
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) <u>From</u> <u>To</u> 1991 May 2001</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 10</p> <p>Hrs. per week <u>40+</u> . Volunteer <input type="checkbox"/></p>	<p>Title Nurse Program Manager</p> <hr/> <p>Employer's Name and Address Contra Costa Regional Medical Center 2500 Alhambra Ave. Martinez, Ca</p>	<p>Duties Performed Managed Critical Care Unit Intermediate Care Unit (for several years) Surgical Unit</p>
<p>B) Dates (Month, Day, Year) <u>From</u> <u>To</u> 1976 1991</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 15</p> <p>Hrs. per week <u>40+</u> . Volunteer <input type="checkbox"/></p>	<p>Title Registered Nurse</p> <hr/> <p>Employer's Name and Address Veterans Administration Hospital Muir Road Martinez, C</p>	<p>Duties Performed Nursing Care Evening Nurse Supervisor Head Nurse Medical Unit Head Nurse Surgical Unit Head Nurse Intensive Care Unit</p>
<p>C) Dates (Month, Day, Year) <u>From</u> <u>To</u> 2012 Present</p> <p>Total: <u>Yrs.</u> <u>Mos.</u></p> <p>Hrs. per week <u>varies</u> . Volunteer <input checked="" type="checkbox"/></p>	<p>Title Advisory Council on Aging</p> <hr/> <p>Employer's Name and Address Contact Person Senior Staff Assistant Anthony Macias amacias@ehsd.cccounty.us</p>	<p>Duties Performed Past President Chair Health Work Group Member of Planning Committee Executive Committee Membership Committee</p>
<p>D) Dates (Month, Day, Year) <u>From</u> <u>To</u></p> <p>Total: <u>Yrs.</u> <u>Mos.</u></p> <p>Hrs. per week _____ . Volunteer <input checked="" type="checkbox"/></p>	<p>Title</p> <hr/> <p>Employer's Name and Address</p>	<p>Duties Performed Church volunteer at Nursing Home and in Chaplain Service at Doctor's Hospital, San Pablo</p> <p>Volunteer Hula Dance Group through Hercules Senior Center entertained at various Nursing homes in Pinole and Berkely and other Senior events in Berkeley, San Pablo and Concord</p>


7. How did you learn about this vacancy?

☐ CCC Homepage ☐ Walk-In ☐ Newspaper Advertisement ☐ District Supervisor ☐ Other _____

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No ☒ Yes ☐

If Yes, please identify the nature of the relationship: _____

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name:  Date: April 22, 2021

Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;

NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

- I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.
- II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:
1. Mother, father, son, and daughter;
 2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
 3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
 4. First cousin;
 5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
 6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
 7. Registered domestic partner, pursuant to California Family Code section 297.
 8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
 9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Hello Helen,

I'm surprised that this application did not come through. It is the same Application I have filled out for the Advisory Council On Aging several times without problem. Nevertheless, computers will be computers.

Susan



**Contra
Costa
County**

To: Board of Supervisors
From: Federal D. Glover, District V Supervisor
Date: November 2, 2021

Subject: Appointment to the District V Public Seat on the Economic Opportunity Council

RECOMMENDATION(S):

APPOINT the following individual to the District V Public Sector Seat on the Economic Opportunity Council to a term expiring June 30, 2023, as recommended by Supervisor Federal D. Glover. Sofia Navarro.

FISCAL IMPACT:

None.

BACKGROUND:

The Economic Opportunity Council makes recommendations to the Board of Supervisors on all program proposals and budgets related to Community Services Block Grant and the Weatherization program, and performs other functions as specified in the Economic Opportunity Act of 1964.

CONSEQUENCE OF NEGATIVE ACTION:

The position would remain vacant.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Vincent Manuel (925)
608-4200

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

None.



**Contra
Costa
County**

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

Subject: Appropriation Transfer for Approved FY 2021-22 Venture Capital Projects

RECOMMENDATION(S):

APPROVE Appropriation Adjustment No. 5006 transferring \$1,879,400 in appropriations to the Animal Services (0366), County Counsel (0030), District Attorney (0242); Department of Information Technology & Telecommunications (0147) & (0060), Employment and Human Services (0503), Health Services - Hospital Enterprise (0540), Library (0620), Public Defender (0243) for fiscal year 2021-22 Venture Capital Projects.

FISCAL IMPACT:

Project funds are budgeted in the General Fund Contingency for FY 2021-22 (100% General Fund).

BACKGROUND:

The Board of Supervisors adopted a Budget Policy in 2006, which included a resource intended to improve departmental operations. Per this policy, in FY 2021-22 funding was made available for technology projects to be used to increase efficiencies and economies in departments that did not have resources available within their normal operating budgets for such expense. Requests for these funds were submitted with the Departments' baseline budgets. Departments included requests of \$3,974,284 and the County Administrator was able to approve \$1,879,400.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☒ 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: November 2, 2021

Contact: Lisa Driscoll, (925)
655-2047

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

FY 2021-22
Venture Capital Requests

<u>Department</u>	<u>Amount</u>	<u>Project Title</u>
Animal Services	\$13,400	Contracts and Grant Management system for Animal Benefit Fund
County Counsel	\$62,000	File Server
District Attorney	\$43,000	File Server
Dept of Info Technology	\$184,000	Wi-Fi Access Points (55)
Dept of Info Technology	\$60,000	Hilltop Security Fencing
Dept of Info Technology	\$95,000	Shady Brook Tower Generator
Dept of Info Technology	\$500,000	Cloud Computing
Employment & Human Svcs	\$60,000	Structured Decision-Making System for Adult Protective Services
Health Services	\$423,000	Website Redesign
Health Services	\$80,000	Cybersecurity Incident Response
Library	\$80,000	Public Scanning/Fax Stations
Library	\$18,000	Print Release Kiosks
Public Defender	\$188,000	Workstation Replacement
Public Defender	\$73,000	File Server
TOTAL	\$1,879,400	

CONSEQUENCE OF NEGATIVE ACTION:

Departments will not receive the resources needed to fund the aforementioned projects.

ATTACHMENTS

TC 24 & 27 AP 5006

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

☒ BOARD OF SUPERVISORS

☐ COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: County - Various			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
0990	6301	Appropriations for Contingencies	1,879,400	00	
3340	2310	Non Cnty Prof Spclzd Svcs			13,400 00
1700	4951	Office Equipment & Furniture			62,000 00
2844	4951	Office Equipment & Furniture			43,000 00
1075	2132	Minor Computer Equipment			184,000 00
4295	2284	Requested Maintenance			155,000 00
1070	2251	Computer Software			500,000 00
5309	2310	Non Cnty Prof Spclzd Svcs			60,000 00
6555	2866	Other Purchased Services			503,000 00
3714	4951	Other Equipment & Furniture			98,000 00
2900	4951	Other Equipment & Furniture			208,266 00
2900	2270	Maintenance - Equipment			52,734 00
1691	5016	Transfers - Gov/Gov			98,000 00
1691	3565	Contribution to Other Funds			503,000 00
TOTALS			1,879,400	00	2,480,400 00

APPROVED

AUDITOR-CONTROLLER:

BY:  DATE 10/21/21

COUNTY ADMINISTRATOR:

BY:  DATE 10/22/21

BOARD OF SUPERVISORS:

YES:
NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

Transfer appropriations approved for FY 2021-22 Venture Capital Projects.



10/20/21

SIGNATURE

TITLE

DATE

APPROPRIATION

APOO

5006

ADJ. JOURNAL NO.

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C 24

ACCOUNT CODING		BUDGET UNIT: County-Variou			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
6555	8220	Grants & Donations	503,000	00	
3714	9956	Transfers - Gov/Gov	98,000	00	
TOTALS			601,000	0	0 00

APPROVED

AUDITOR CONTROLLER:

BY: [Signature] DATE 10/21/21

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 10/22/21

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

Transfer revenue approved for FY 2021-22 Venture Capital Projects (non-General Fund departments)

[Signature]

SIGNATURE

10/20/21

DATE

REVENUE ADJ. JOURNAL NO.

RAOO 5006



**Contra
Costa
County**

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

Subject: Cancel Infection Prev and Control Prg Manager-Project position #18145 and add one Infection Prev and Control Prg Manager position in Health Svcs

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25673 to cancel one vacant Infection Prevention and Control Program Manager-Project (VWS1) position #18145 and add one Infection Prevention and Control Program Manager (VWSF) position at salary plan and grade level ZZX-1004 (\$11,378 - \$14,210) in the Health Services Department. (Represented)

FISCAL IMPACT:

The project position was originally added in response to the emergency COVID-19 staffing needs and funded by federal and state emergency funding. Though there will not be an increased cost for the merit position, the ongoing funding source to support this staffing need will be within the Detention Division's General Fund allocation. An appropriation adjustment will be submitted by the department to account for the permanent salary and benefit costs associated with the addition of this permanent position. (100% total General Fund offset)

BACKGROUND:

The Infection Prevention and Control Program Manager-Project position #18145 was added in May 2020 and allocated to the County Adult Detention Facilities in response to the COVID-19 emergency staffing needs. The Department posted the job announcement in September 2020 and

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Jo-Anne Linares,
957-5240

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

has not been successful in its recruitment and outreach efforts to fill this critical position. In the meantime, the Department has determined an ongoing need for this position within the Detention Division to perform regular, on-going risk assessments and outline strategies and methods to minimize the risk of transmission of blood-borne pathogen and aerosol infection that can easily spread within a congregate setting. Therefore, the Department is requesting that the project position be cancelled and a classified permanent position be added to attract qualified candidates and lead to a permanent appointment for the Detention Division's ongoing staffing needs.

CONSEQUENCE OF NEGATIVE ACTION:

The Department will continue to have difficulty recruiting for an ongoing staffing need with a position including "project" in the title, and not able to fill this critical position in Detention Division.

ATTACHMENTS

P300 No. 25673 HSD

POSITION ADJUSTMENT REQUEST

NO. 25673
DATE 12/22/2020

Department Health Services

Department No./
Budget Unit No. 0301 Org No. 5700 Agency No. A18

Action Requested: Cancel one Infection Prevention and Control Program Manager-Project position #18145 and add one Infection Prevention and Control Program Manager (VWSF) in the Health Services Department.

Proposed Effective Date: 11/3/2021

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 \$0.00

Net County Cost \$0.00

Total this FY \$0.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% cost offset (General Fund)

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

Jo-Anne Linares

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

10/27/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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

Effective: ☐ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/27/2021

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approve as recommended by the department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/27/2021

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

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

Subject: Approve and Authorize a new lease with Youth Homes Incorporated for County-owned property at 2025 Sherman Drive, Pleasant Hill.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease between the County and Youth Homes Incorporated, for County-owned property located at 2025 Sherman Drive, Pleasant Hill, for the period July 1, 2021 through June 30, 2022, at a rent of \$2,600 per month.

FISCAL IMPACT:

County will receive \$31,200 in annual rents from Youth Homes. (100% General Fund)

BACKGROUND:

Youth Homes Incorporated has leased the subject property from the County since 2008 and used it to provide services to children pursuant to service contracts with the County's Employment and Human Services Department (EHSD) and other agencies approved by EHSD. This board order requests approval of a new lease, the term of which is tied to the current service contract between the County and Youth Homes Incorporated. If the service contract is terminated, the lease will terminate. If the service contract is extended, the term of the lease will be extended, up to a maximum of four additional years.

CONSEQUENCE OF NEGATIVE ACTION:

If this new lease is not approved, Youth Homes will not be able to carry out the service contract at this location.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Margaret Eychner, 925.
957-2463

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

By: , Deputy

cc: Auditor Controller

ATTACHMENTS

Lease
Agreement

LEASE

2025 Sherman Drive
Pleasant Hill, California

This lease is dated July 1, 2021, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”) and YOUTH HOMES INCORPORATED, a California corporation (“**Lessee**”).

Recitals

- A. The County is the owner of the property located at 2025 Sherman Drive, Pleasant Hill, California, (the “**Premises**”) that includes a house, a modular building, a parking lot and improvements thereon as shown on Exhibit A attached hereto.
- B. The County is leasing the Premises to Lessee for the purpose of (i) operating a licensed residential care facility for children ages 12 to 17, (ii) providing a group home emergency shelter and residential treatment home, and (iii) providing private foster home placement and community counseling services. The County and Lessee are parties to a separate program services contract pursuant to which Lessee has agreed to operate a residential group home for children placed there by the County’s Employment and Human Services Department (the “**Service Contract**”).
- C. The Premises is the subject of a lease between the County and Lessee Dated July 29, 2014, (the “**Previous Lease**”). On June 30, 2020, the parties agreed to extend the previous lease on a month-to-month basis. The parties now desire to enter into this lease, which supersedes and replaces the Previous Lease.

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, the County hereby leases to the Lessee and the Lessee hereby leases from the County, the Premises, subject to all easements and encumbrances of record.
- 2. Term. The “**Term**” of this Lease is (i) subject to the provisions of Section 3 (Early Termination), and (ii) comprised of an Initial Term and, with the parties’ mutual assent, Renewal Terms, each as defined below.
 - a. Initial Term. The “**Initial Term**” is one year, commencing on July 1, 2021 and ending June 30, 2022.

- b. Renewal Terms. If the then-current Service Contract is renewed or extended, Lessee has four options to renew this lease for a term of one year for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth herein.
- i. Lessee must give County at least sixty days prior written notice to renew the lease prior to the end of the Term.
 - ii. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
3. Early Termination. If the Service Contract is terminated for any reason or for no reason, the Term of this lease will end on the same day that the Service Contract ends.
4. Rent. Lessee shall pay rent to the County in the amount of \$2,600 per month, without offset or demand on or before the first day of each month. Rent for any partial month will be prorated at the rate of 1/30th of the applicable monthly rent per day.
5. Additional Payment Terms.
- a. Late Rental Payments: In the event Lessee fails to pay County any amount due under this lease within five (5) days after such amount is due, Lessee shall pay to County a late charge of One Hundred and No/100 Dollars (\$100) per occurrence (the “**Late Charge**”), plus interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month, from the date the payment was due and payable until paid in full. Lessee shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. County and Lessee hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix County’s actual damage from any late payments and, thus, that Lessee shall pay as liquidated damages to County the Late Charge specified in this Section, which is the result of the parties’ reasonable endeavor to estimate fair average compensation for the late payment (other than attorneys’ fees and costs). County’s acceptance of the Late Charge as liquidated damages does not constitute a waiver of Lessee’s default with respect to the overdue amount or prevent County from exercising any of the rights and remedies available to County under this lease.
 - b. Form and Place of Payment: Lessee shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering same on or before due date to Contra Costa County, Public Works Department – Real Estate Division, 255 Glacier Drive, Martinez, California 94553, or at such other place as County may designate from time to time.
 - c. Returned Checks: If a check written by Lessee is returned for insufficient funds, County may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. County may require Lessee to pay rent by certified check or money order if Lessee’s bank or banks have returned one or more personal checks within the preceding twelve (12) month period.

d. Security Deposit:

- i. Lessee paid a Security Deposit of \$2,400 under the Previous Lease, which amount will continue to serve as a security deposit under this lease. This deposit will be held as security for the faithful performance of the terms, covenants, and conditions of this lease (the “**Security Deposit**”).
- ii. Upon the occurrence of a default by Lessee, County may in its sole discretion (but is not required to) apply the Security Deposit, or any portion of it, to any expense, loss or (i) any rent or other sum owed to County, (ii) any amount that County may spend or become obligated to spend in exercising County’s rights under this lease, or (iii) damage sustained by County resulting from Lessee’s default. Upon demand by County, Lessee shall immediately pay to County a sum equal to that portion of the Security Deposit expended or applied by County as provided in this subsection so as to maintain the Security Deposit at its original level.
- iii. Upon the expiration or termination of this lease and a final accounting by County, the County will refund any remaining Security Deposit balance to Lessee without interest. Lessee waives the provisions of California Civil Code section 1950.7, and all other provisions of law in force or that become in force after the date of execution of this lease, that provide that County may claim from a Security Deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Lessee or to clean the Premises. County and Lessee agree that County may, in addition, claim those sums reasonably necessary to compensate County for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Lessee or Lessee’s officers, agents, employees, independent contractors or invitees.

e. Definition of Rent: “**Rent**” means all amounts due from Lessee to County under this lease, with the exception of the Security Deposit.

6. Use. The Premises may be used by the Lessee only for (i) providing services to children pursuant to the Service Contract, and (ii) providing other related services for children placed at the Premises by EHSD or other agencies approved by EHSD.

Lessee may not use the Premises for any other purpose without the prior written consent of the County. Any use of the Premises other than as described herein without the County’s prior written consent is a default of this lease.

7. Utility Obligations. The Lessee shall pay utility providers directly for all utilities used or consumed on the Premises, including, but not limited to gas, water, electricity, garbage disposal, storm and sanitary sewer services, janitorial services, landscaping, pest control, and telephone services.

8. Condition of Premises.

- a. Commencement Date. A Certified Access Specialist has not inspected the Premises. Lessee is leasing the Premises in an “as is” physical condition with no warranty, express or implied, on the part of the County as to the condition of the Improvements, the condition of the soil or the geology of the soil.
- b. During Term. The Lessee shall maintain the Premises in accordance with Section 9, Maintenance and Repairs.

9. Maintenance and Repairs.

- a. Structures and Grounds. Subject to the provisions of Section 22 - Asbestos, Lessee shall, at its sole cost and expense throughout the Term of this lease, maintain the Premises in a first-class condition, provided, however, the County is responsible for the interior walls of the house, any electrical repairs, repairs to the roof and gutters, repairs to any cracks and sealing of the parking lot surface and other infrastructure repairs. All maintenance, repairs, and replacements by Lessee must be of a quality substantially equal to the original material and workmanship. The Director of Public Works, or his or her designee, is the sole judge of the quality of maintenance.

Any changes in exterior paint colors are subject to the prior written approval of the Director of Public Works. Lessee shall maintain all painted exterior surfaces and surfaces requiring treatment of any kind in first-class condition and repaint or treat as often as reasonably required in the sole discretion of the County, in order to preserve the structure and to maintain high standards of appearance.

Upon written notice by the County, Lessee shall perform whatever reasonable maintenance the County deems necessary. If said maintenance is not undertaken by Lessee within thirty (30) days after receipt of written notice, the County has the right to enter upon the Premises and perform such necessary maintenance, the cost of which shall be reimbursed by Lessee to the County as additional rent, without offset, upon Lessee's receipt of the County's request for said reimbursement.

- b. Enclosures. Lessee shall provide adequate enclosures, screened areas and/or suitable covered metal receptacles within the Premises for the short-term accumulation and storage of solid waste, such as rubbish, trash, and garbage. Such enclosures and/or screened areas must be designed in such a way as to prevent, to the extent possible, odors, fumes, attraction of pests and dispersal of wastes due to wind or water runoff and must be serviced regularly by qualified waste removal and disposal services.
- c. Utility Systems. The Lessee shall repair and maintain the lighting, water, and plumbing systems in good order, condition and repair. The County is responsible for maintaining the plumbing system beyond the perimeter of the Premises.
- d. HVAC. The Lessee shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. The Lessee shall obtain and keep in effect, at its sole cost and expense, a service contract acceptable to the County for the maintenance and

repair of the HVAC systems. The contract must provide for maintenance of the HVAC units and components, including motors, belts, damper, drainage systems, and air filters, to occur quarterly. County will be responsible and pay for any new HVAC units due to the failure of any HVAC units, and a determination made by the County that the HVAC units need to be replaced.

- e. Parking; Exterior Lighting. The Lessee shall maintain the parking lot and exterior lighting system in good order, condition and repair.
 - f. Fire Extinguishers. The County has provided fire extinguishers for the Premises in accordance with the direction received from the fire marshal. Lessee shall maintain, repair, and replace the fire extinguishers.
 - g. Appliances. Lessee shall maintain, repair and, if necessary, replace all household appliances, including a stove, oven, and any other appliance furnished to the Premises at the commencement of this lease.
 - h. Code Violations. The County is responsible for correcting any building code violations that may exist in the Premises, provided the County is not responsible for correcting building code violations that arise out of a change in Lessee's use or occupancy of the Premises.
10. Covenant against Liens. Lessee may not permit any mechanic's, material man's, or other lien against the Premises in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Premises, Lessee will cause the same to be discharged, provided however, that Lessee may contest any such lien, so long as the enforcement thereof is stayed.
11. Taxes. Lessee shall pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, license fees, and other charges that are levied and assessed upon Lessee's interest in the Premises, or upon Lessee's personal property installed or located in or on the Premises, by Contra Costa County or other legally authorized government authority. Lessee may pay any taxes and assessments under protest, without liability, cost or expense to the Lessor, to contest the amount in good faith.
- Payment of taxes, assessments, license fees, or other charges levied and assessed upon Lessee's interest, (i) does not reduce the Rent due to the County under this lease, and (ii) is the liability of the Lessee.
12. Quiet Enjoyment. Provided Lessee is in compliance with the terms of this lease, the County covenants that Lessee will peaceably and quietly have, hold, and enjoy the Premises during the Term.
13. Assignment and Sublease. Lessee may not assign this lease or sublease the Premises or any part thereof at any time during the Term.

14. Alterations and Additions. Lessee may not make any alterations, erect any additional structures, or make any improvements on the Premises without the prior written consent of the Director of Public Works or his or her designee. In the event Lessee makes alterations or constructs additions that violate the conditions contained in this lease (an “**Unauthorized Addition**”), at the County’s sole discretion, Lessee shall remove any Unauthorized Addition at Lessee’s sole cost and expense. If Lessee is required to remove any Unauthorized Addition, Lessee, at its sole cost and expense, shall restore the Premises to the conditions existing immediately prior to the existence of the Unauthorized Addition, or such other condition designated by the County in its election. If Lessee is not required to remove any Unauthorized Addition, such Unauthorized Additions shall remain on and be surrendered with the Premises on expiration or termination of this lease.

If Lessee wishes to make any alterations, erect any additional structures, or make any additional improvements to the Premises as provided in this Section, Lessee may not commence construction until Lessee has the prior written consent of the County. In addition, a Notice of Lessor Non-Responsibility must be posted and recorded by Lessee during construction in accordance with Civil Code Section 3094. Lessee shall mail a copy of such Notice of Lessor Non-Responsibility to Lessor upon filing it with the County Recorder.

All alterations and additions to the house are subject to the requirements of Section 22 – Asbestos.

15. Insurance.

- a. Liability Insurance. Throughout the Term, Lessee shall maintain in full force and effect, at its sole expense, a comprehensive general liability or commercial general liability insurance program covering bodily injury (including death), personal injury, and property damage. The limits must be not less than one million dollars per occurrence and two million dollars aggregate. The policy must name the County, its officers, agents and employees, individually and collectively, as additional insureds. The liability insurance maintained by the Lessee must be primary.
- b. Property Insurance. The County will maintain property insurance coverage on its real property. Lessee has no interest in the proceeds of insurance on the County’s real property, improvements, equipment, or fixtures. The Lessee shall sign all documents necessary or proper in connection with the settlement of any claim or loss by the County. Lessee shall maintain in full force and effect, at its sole expense, a standard All Risk policy, which may exclude earthquake and flood, to insure its own personal property, contents, improvements and betterments within or on the Premises. The coverage must be for not less than 90% of the actual cash value of the personal property. Lessee shall name the County as an additional insured and loss payee with respect to the improvements and betterments.
- c. Worker’s Compensation and Employer’s Liability Insurance. Lessee shall maintain in full force and effect, at its sole expense, (i) statutory California Workers’ Compensation coverage including a broad form all-states endorsement, and (ii) employer’s liability

coverage for not less than one million dollars per occurrence for all employees engaged in services or operations at the Premises.

- d. Evidence of Insurance. Within thirty days of execution of this lease, Lessee shall provide to the County, on a form approved by the County, an original copy of a Certificate of Insurance. The Certificate of Insurance must certify that the coverage required by this lease has been obtained and remains in force for the period required by this lease.
 - e. Notice of Cancellation or Reduction of Coverage. Lessee shall cause all policies it is required to obtain under the terms of this lease to contain a provision that the County is to receive written notification of any cancellation or reduction in coverage at least thirty days prior to the effective date of such cancellation or reduction. Any such notification is to be sent to the County in accordance with Section 26 – Notices.
 - f. Waiver of Subrogation. Except as may be specifically provided elsewhere in this lease, the County and Lessee hereby each mutually waive any and all rights of recovery from the other in the event of damage to the Premises or any personal property that is caused by acts of God, perils of fire, lightning, and the extended coverage perils, as defined in insurance policies and forms approved for use in the State of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with this waiver.
16. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, Lessee shall peaceably and quietly leave and surrender to the County the Premises, along with their appurtenances and fixtures, all in good condition, ordinary wear and tear, damage by casualty, acts of God and circumstances over which Lessee has no control excepted.
- a. Personal Property. Title to personal property belonging to Lessee will remain with Lessee at all times during the Term of this Lease, and Lessee has the right at any time to remove any or all of its personal property from the Premises, provided that upon any such removal, Lessee shall repair, at Lessee's expense, any damage resulting therefrom and leave the Premises in a clean and neat condition.

If Lessee fails to remove any personal property from the Premises within thirty (30) days after the expiration, cancellation, or termination of this lease, such personal property may be removed by the County at Lessee's expense, by charging such expense to the Security Deposit, as provided in Section 5 – Additional Payment Provisions. If the County's cost to remove personal property from the Premises exceeds the amount of the Security Deposit, then Lessee shall reimburse the County the difference between the County's cost and the amount of the Security Deposit, immediately upon receipt of the County's written demand therefor.

- b. Effectiveness. The provisions of this Section will survive the expiration, cancellation or earlier termination of this lease.

17. Abandonment. Lessee may not vacate or abandon the Premises at any time during the Term. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, the County may deem any personal property belonging to the Lessee that remains on the Premises to be abandoned.
18. Waste, Nuisance. Lessee may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the neighborhood in which the Premises is located.
19. Inspection. The County may enter the Premises at any time in an emergency and with 24-hour's notice in a non-emergency to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) the Lessee is in compliance with the terms and conditions of this lease.
20. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause, the County may, at its option, make repairs within a reasonable time. Partial destruction does not void this lease, except that Lessee is entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent is to be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by Lessee and the denominator of which is the total number of square feet in the Premises.

If the County does not elect to make repairs, this lease may be terminated by either party, without cost, obligation or liability to the other party, except as described herein.

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

21. Indemnification. Lessee shall indemnify, defend and hold the County, its officers, agents and employees harmless from any and all claims, costs and liability, for any damage, injury or death, including without limitation, all consequential damages from any cause whatsoever, to any person or the property of any person arising directly or indirectly from or connected with this lease, Lessee's operations, or Lessee's use or possession of the Premises, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County, its officers or employees, and shall make good to and reimburse County for any expenditures, including reasonable attorneys' fees, County may make by reason of such matters.
22. Asbestos. Due to asbestos-containing building materials ("ACBM") in certain portions of the walls of the house, County has installed fiberglass reinforced paneling ("FRP") on the walls, with the exception of one room, known as the "Quiet Room," which does not contain ACBM. The FRP is intended to prevent the release of ACBM by providing a protective covering layer on wall surfaces containing ACBM. County shall maintain the FRP at its sole cost and expense.

If there is damage, repairs or alterations to areas containing ACBM, Lessee shall promptly contact County to make repairs or alterations in accordance with Occupational Safety and

Health Administration (“OSHA”) guidelines and by Health and Safety Code section 25915-25919.7. If Lessee desires to make any alterations or additions to the Premises, in addition to complying with Section 14 - Alterations and Additions, Lessee shall contact County to request the desired alterations or additions. County, at Lessee’s expense, shall make such alterations and additions in a manner that avoids disturbing any ACBM.

23. Hazardous Materials. “**Hazardous Materials**” is defined to mean any hazardous or toxic substances, material, or waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Premises. Hazardous Materials includes: (i) Any “hazardous substance,” as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 U.S.C., sections 9601 et seq.); (ii) “Hazardous waste”, as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C., section 6901 et seq.); (iii) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance or requirement; (iv) Petroleum products; (v) Radioactive material; (vi) Asbestos in any form or condition; and (vii) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

Lessee shall not cause or permit any Hazardous Materials, as defined in this paragraph, to be generated, brought onto, used, stored or disposed of in or about the Premises by Lessee, its agents, employees, contractors, or invitees, except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Hazardous Materials. Lessee shall use, store, and dispose of all such Hazardous Materials in strict compliance with all applicable federal, state and local laws.

Should any release, discharge, leakage, or spillage of Hazardous Materials occur upon or from the Premises due to Lessee’s use and occupancy thereof, Lessee shall immediately notify the County and all government agencies with jurisdiction, and at its sole cost and expense, clean all property affected thereby, whether owned, controlled or possessed by the County or any third party, to the reasonable satisfaction of the County and any governmental agency having jurisdiction therefore, and in compliance with all applicable laws.

The obligations of this paragraph shall survive the termination of this lease.

24. Default.

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

a. The Lessee.

- i. The Lessee’s failure to pay rent within five business days after the due date.
- ii. The Lessee’s failure to comply with any other material term or provision of this lease if such failure is not remedied within thirty days after receipt of a written notice from the County to the Lessee specifying the nature of the breach in

reasonably sufficient detail (a “**Notice of Default**”). If the required cure of the noticed failure cannot be completed within thirty days, the failure to cure will not be deemed to be a default of this lease if the Lessee has attempted to cure the failure within the thirty-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible. In no event will the cure period extend beyond the sixty-day period after Lessee’s receipt of the Notice of Default.

- b. The County. The County’s failure to perform any obligation under this lease if the failure is not remedied within thirty days after receipt of a written notice from the Lessee to the County specifying the nature of the breach in reasonably sufficient detail. If the required cure of the noticed failure cannot reasonably be completed within thirty days, a default will not be deemed to occur if the County has attempted to cure the failure within the thirty-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible.

25. Remedies.

- a. The County. Upon the occurrence of a default by the Lessee, the County may reenter and repossess the Premises and remove all persons and property from the Premises, after giving the Lessee written Notice of Default and in accordance with due process of law.
- b. The Lessee. Upon the occurrence of a default by the County, Lessee may terminate this lease by giving written notice to the County and quit the Premises without further cost or obligation to the County.

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

To Lessor: Youth Homes, Inc.
 Attn: Vickia Brinkley, ICEO
 3480 Buskirk Avenue, Suite 210
 Pleasant Hill, CA 94523

To County: Contra Costa County
 Public Works Department
 Attn: Principal Real Property Agent
 40 Muir Road, 2nd Floor
 Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

27. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
28. Holding Over. In the event Lessee remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of this lease, but will be construed to be a tenancy from month to month on the same terms and conditions set forth in this lease, except that the monthly Rent due and payable hereunder will be one hundred ten percent (110%) of the Rent payable as of the last month of the Term.
29. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
30. Governing Law. The laws of the State of California govern all matters arising out of this lease.
31. 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.

[Remainder of Page Intentionally Left Blank]

32. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.


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

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

By: _____
Brian M. Balbas
Public Works Director

YOUTH HOMES, INCORPORATED,
a California corporation

By: 
Geriann Smith
Board President

By: 
Tim Byrd
Interim Chief Executive Officer

RECOMMENDED FOR APPROVAL:

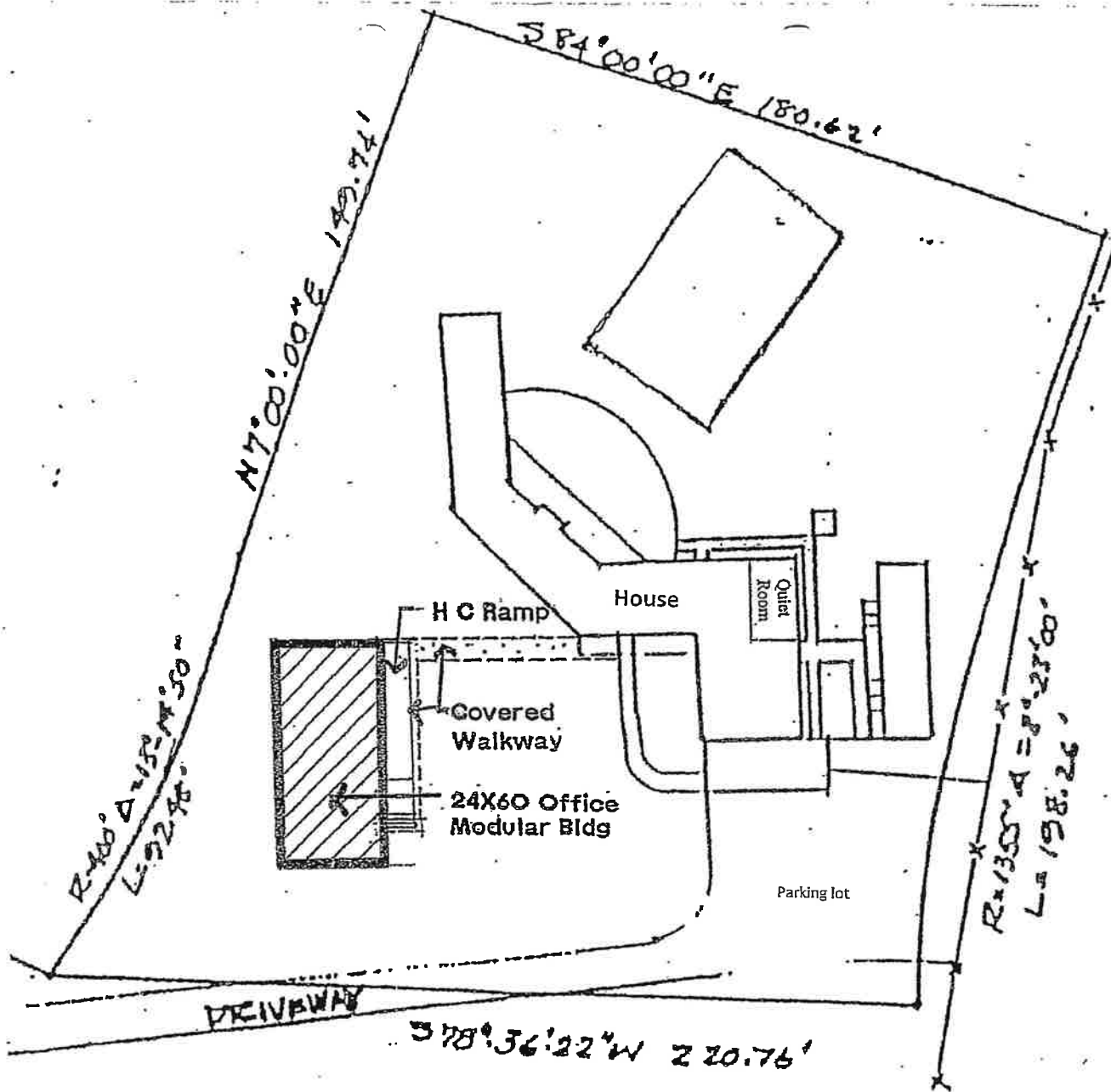
By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret Eychner
Senior Real Property Agent

APPROVED AS TO FORM

MARY ANN McNETT MASON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel



SITE PLAN

CONTRA COSTA COUNTY
GENERAL SERVICES DEPARTMENT
ARCHITECTURAL DIVISION
220 MORELLO AVENUE, SUITE 100
MARTINEZ, CALIFORNIA 94553-4711
(925) 313-7200
FAX (925) 313-7299

Modular Office Bldg
at Rose Manning Cir
2025 Sherman Drive
Pleasant Hill, CALIFORNIA
SITE PLAN

FILE NO: 270-01007
AUTH NO: WW0187

EXHIBIT A - PREMISES
YOUTH HOMES LEASE
2025 SHERMAN DRIVE, PLEASANT HILL



**Contra
Costa
County**

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

Subject: Library Maintenance and Service Agreement with the City of Antioch

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to execute a library maintenance and service agreement between Contra Costa County and the City of Antioch, for the operation of the library located at 501 W. 18th Street in Antioch, for the period July 1, 2021 through June 30, 2022 with an automatic yearly renewal.

FISCAL IMPACT:

No fiscal impact. The proposed agreement reflects existing practices. The County Library provides in-kind library services in consideration of the City's maintenance of the library facility.

BACKGROUND:

Contra Costa County has owned and operated the library located at 501 W. 18th Street in Antioch since 1968. The County provides each city library in the County system with 40 Base Hours per week of library services, provided that the city funds all costs for maintenance including the cost of landscaping, pest control, utilities, custodial services and routine maintenance. This agreement will automatically renew on a yearly basis.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the Library Maintenance and Service Agreement with the City of Antioch may reduce library services for the City of Antioch.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Stacey Sinclair, 925.
957-2464

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

By: , Deputy

cc:

ATTACHMENTS

Library Maintenance and Service Agreement

LIBRARY MAINTENANCE

and

SERVICE AGREEMENT

Between

COUNTY OF CONTRA COSTA

and

THE CITY OF ANTIOCH

July 1, 2021

LIBRARY MAINTENANCE AND SERVICE AGREEMENT
BETWEEN
COUNTY OF CONTRA COSTA AND THE CITY OF ANTIOCH

1.	DEFINITIONS	1
2.	TERM	2
3.	CONSIDERATION – BASE HOURS	2
4.	CONSIDERATION – EXTRA HOURS	2
5.	OPERATIONS: HOURS; COSTS	2
	A. Initial Period	2
	B. Annual Modifications	3
	C. City Election: Extra Hours	3
	D. Invoices; Payment.....	3
6.	DEFAULT; REMEDIES	3
7.	MISCELLANEOUS	5
	A. Notices	5
	B. Governing Law	5
	C. Severability	5
	D. Entire Agreement	5
	E. Construction; Modification	6

EXHIBITS

Exhibit A Form of Agreement Supplement

**LIBRARY
MAINTENANCE AND SERVICE
AGREEMENT**

This library maintenance and service agreement is dated July 1, 2021 (the “**Effective Date**”), and is between the CITY OF ANTIOCH a California municipal corporation (the “**City**”), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. The County is the owner of the real property located at 501 W. 18th Street, Antioch, CA 94509 (the “**Property**”).
- B. The Property has been improved with a building, a parking lot and landscaping. The building is the site of the Antioch Library (the “**Library**”). The County operates the Library as a public library that lends books and other media to the public and offers programs to the public.
- C. The City and the County agree that the presence of a public library in a community enhances the quality of life in that community. The City and the County, therefore, desire to work cooperatively to permit the County to operate the Library as a public library. Toward this end, the City desires (i) to contribute to the cost of maintaining the Library in exchange for receiving Library Services at the Library for Base Hours, and (ii) to pay for the cost of additional Library Services made available at the Library through Extra Hours.

The parties therefore agree as follows:

AGREEMENT

1. **DEFINITIONS.** The following terms have the following meanings:

“**Actual Hours**” means the number of hours of Library Services that the County will provide each week in a Fiscal Year at the Library and is the sum of Base Hours and Extra Hours.

“**Agreement Supplement**” means a supplement to this Agreement in substantially the form of Exhibit A – Form of Agreement Supplement.

“**Base Hours**” means the number of hours of Library Services that the County will provide each week in a Fiscal Year at the Library.

“**Extra Hours**” means the number of hours of Library Services that the City elects to obtain from the County each week at the Library that are in excess of Base Hours. The City is responsible for the cost of Extra Hours.

“Fiscal Year” means a twelve-month period beginning July 1.

“Librarian” means the person designated by the County as the County Librarian.

“Library Services” includes lending books and other media to the public, offering programs to the public, and providing collection management and technical services in the course of operating the Library. Except as otherwise provided herein, Library Services does not include Maintenance Costs.

“Maintenance Costs” means the cost of maintaining the Library, as reasonably determined by the County, and includes the cost of landscaping, pest control, utilities, custodial services and routine maintenance.

2. **TERM.** The **“Initial Term”** of this agreement begins on the Effective Date and ends on June 30, 2022.
 - A. **Automatic Renewal.** This agreement will automatically renew on a yearly basis unless written notice is given by either party of their intent to terminate the agreement at least one year in advance in accordance with Section 2.B, Termination, below. Each annual renewal period is a **“Renewal Term.”** Each Renewal Term will automatically commence on the day following the last day of the prior Term. Upon commencement of a Renewal Term, the “Term” of this agreement will be deemed to mean the Initial Term and each Renewal Term.
 - B. **Termination.** Either party may terminate this agreement at any time by giving the other party written notice at least one year prior to the proposed termination date. In the event of termination, the County shall discontinue invoicing the City and reduce the number of hours the Library is operated to that number that leaves the County indifferent to the City’s reduced contribution to Maintenance Costs, even if such reduction results in the closure of the Library.
3. **CONSIDERATION – BASE HOURS.** In exchange for the City paying the Maintenance Costs in accordance with this agreement, the County shall perform Library Services at the Library for that number of hours equal to Base Hours.
4. **CONSIDERATION – EXTRA HOURS.** In exchange for the City paying for the cost of Extra Hours, as such costs are determined by the County, the County shall perform Library Services at the Library for the number of Extra Hours determined by the City and the County in accordance with Section 5.C, City Election; Extra Hours, below.
5. **OPERATIONS: HOURS; COSTS.**
 - A. **Initial Period.** For the Initial Term (i) the number of Base Hours the County will provide, (ii) the number of Extra Hours the City elects to obtain from the County, (iii) the resulting number of Actual Hours, and (iv) the cost to the City for Maintenance Costs and

Extra Hours (such costs, the “**City’s Obligation**”) are set forth in Agreement Supplement No. 1, which supplement is substantially in the form of Exhibit A.

- B. Annual Modifications. For each Renewal Term, the Librarian will provide an Agreement Supplement to the City in substantially the form of Exhibit A by March 31 of each year. The Agreement Supplement will set forth (i) the number of Base Hours the County will provide in the upcoming Fiscal Year, (ii) the number of Extra Hours of Library Service the County anticipates that the City will elect to obtain from the County at the Library in the upcoming Fiscal Year (in the absence of more current information from the City, the County will assume the number of Extra Hours in the upcoming Fiscal Year will be equal to the number of Extra Hours then in effect), (iii) the resulting number of Actual Hours during which Library Services will be conducted at the Library in the upcoming Fiscal Year, and (iv) the cost of the City’s Obligation.
- C. City Election: Extra Hours. Within 60 days of receiving the Agreement Supplement, the City shall notify the Librarian in writing if it intends to modify the number of Extra Hours at the Library in the upcoming Fiscal Year. Such modification may be based on fiscal or other considerations identified by the City.
1. Change in Extra Hours from Prior Fiscal Year. If the County receives a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the parties shall use good faith efforts to finalize a revised Agreement Supplement for the upcoming Fiscal Year before the July 1 start of that Fiscal Year. If the City fails to make a final determination regarding the number of Extra Hours before the start of the upcoming Fiscal Year, the Agreement Supplement issued by the Librarian for the upcoming Fiscal Year will be effective until the City makes its final determination and a revised Agreement Supplement for that Fiscal Year is executed. The final, revised, Agreement Supplement will be effective upon its execution by the County and the City.
 2. No Change in Extra Hours from Prior Fiscal Year. If the County does not receive a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the County and the City shall each execute the original Agreement Supplement issued by the Librarian for the upcoming Fiscal year, which Agreement Supplement will become effective on July 1 of the Fiscal Year to which it applies.
- D. Invoices; Payment. The County will invoice the City quarterly for Maintenance Costs and Extra Hours, if applicable, incurred in the prior quarter. The City shall pay the County the amount due to the County within thirty (30) days of receipt of the invoice. In no event is the City obligated to pay an amount greater than the amount identified as the City’s Obligation in the Agreement Supplement in effect for that Fiscal Year.
6. **DEFAULT; REMEDIES**. If the City fails to pay the full amount of the City’s Obligation, it is a default under this agreement. Upon the occurrence of a default by the City, the County may

reduce the number of hours the Library is operated to that number that leaves the County indifferent to the City's failure to pay, even if such reduction results in the closure of the Library.

7. **MISCELLANEOUS.**

- A. **Notices.** Any notice required or permitted under this Lease must 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 City: Ron Bernal, City Manager
200 H Street
Antioch, CA 94509-1285
Phone: (925) 779-7011
Facsimile: (925) 779-7003

Copy to:
Thomas Lloyd Smith, City Attorney
200 H Street
Antioch, CA 94509-1285
Phone: (925) 779-7016
Email: CityAttorney@AntiochCA.gov

To County: County Librarian
Contra Costa County Library
777 Arnold Drive, Suite 210, Martinez, CA 94553
Phone: (925) 608-7700
Facsimile: (925) 608-7761

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 written 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.

- B. **Governing Law.** The laws of the State of California govern all matters arising out of this agreement.
- C. **Severability.** In the event that any provisions of this agreement are held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this agreement will not in any way be affected or impaired.
- D. **Entire Agreement.** Neither party has relied on any promise or representation not contained in this agreement. All previous conversations, negotiations and understandings are of no further force or effect.

- E. Construction; Modification. This agreement is not to be construed as if it has been prepared by one of the parties, but rather as if both parties have prepared it. This agreement may be modified only by a writing signed by both parties.

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

COUNTY

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

By:

Alison McKee
County Librarian

CITY

CITY OF ANTIOCH, a
municipal corporation of the State of
California

By:

Rowland E. Bernal, Jr.
City Manager

APPROVED AS TO FORM:

MARY ANN MCNETT MASON,
COUNTY COUNSEL

By:

Kathleen M. Andrus
Deputy County Counsel

By:

Thomas Lloyd Smith
City Attorney

ATTEST:

By: Elizabeth Householder
City Clerk

EXHIBIT A

Form of Agreement Supplement

AGREEMENT SUPPLEMENT No. []

This Agreement Supplement No. [] is dated_____, and supplements the Library Maintenance and Service Agreement dated July 1, 2019, between the City of Antioch, a municipal corporation of the State of California (the “**City**”), and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

Unless otherwise defined herein, capitalized terms have the meanings given to such terms in the Library Maintenance and Service Agreement.

1. In exchange for the payment of the Maintenance Costs by the City, the number of Base Hours to be provided by the County in the Fiscal Year beginning July 1, 2019, is 35.
2. The number of Extra Hours to be provided in the Fiscal Year beginning July 1, 2019, is__.
3. The number of Actual Hours to be provided in the Fiscal Year beginning July 1, 2019, is ____.
4. The Maintenance Costs for the Fiscal Year beginning July 1, 2019, is_____.
5. The cost of the Extra Hours for the Fiscal Year beginning July 1, 2019, is _____.
6. The City’s Obligation for the Fiscal Year beginning July 1, 2019, is_____.
7. This Agreement Supplement No. [] is effective in accordance with the terms of the Library Maintenance and Service Agreement.

COUNTY

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

By: _____
Alison McKee
County Librarian

CITY

CITY OF ANTIOCH, a
municipal corporation of the State of
California

By: _____
Rowland E. Bernal, Jr.
City Manager



**Contra
Costa
County**

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

Subject: Approve the Subordination, Non-Disturbance and Attornment Agreement with First Republic Bank related to the lease at 309 Diablo Road, Danville.

RECOMMENDATION(S):

APPROVE the Subordination, Non-Disturbance And Attornment Agreement (SNDA) with First Republic Bank (Lender) that will subordinate the County's lease of office space at 309 Diablo Road, Danville, to the deed of trust that secures a first priority lien by the Lender.

AUTHORIZE the Public Works Director, or designee, to execute on behalf of the County, the SNDA with First Republic Bank.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The County has leased a portion of the building located at 309 Diablo Road, Danville, since 1997 for use as the office for the Board of Supervisor in District II. The current lease term ends February 28, 2025. The lessor is in the process of refinancing the property. The new senior lender, First Republic Bank, requires that all the tenants in the building execute a subordination, non-disturbance and attornment agreement (SNDA). The SNDA between the lender, the borrower

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Julin Perez, 925.
957-2460

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

By: , Deputy

cc: Auditor Controller

BACKGROUND: (CONT'D)

(the lessor), and the County (lessee), details the rights of the parties in the event the borrower defaults on the loan and the lender forecloses and becomes the property owner/landlord. The SNDA protects the lessee from being evicted if the lender forecloses on the mortgage loan and assures the lender that the County will treat the lender as the lessor if the lender forecloses.

California law follows a “first in time” rule in establishing lien priorities. The County’s lease is in effect and, in the absence of an SNDA that subordinates the lease to the mortgage loan, would be senior to the proposed new first mortgage loan. The terms of the proposed new loan are predicated on the lender being in a first priority lien position. The lessor will not be able to refinance if the County does not agree to subordinate. The SNDA does not harm the County as it ensures that the County cannot be evicted if the lender forecloses and the County is in compliance with its lease.

CONSEQUENCE OF NEGATIVE ACTION:

If the SNDA is not approved, the owner of the building will not be able to refinance the building.

ATTACHMENTS

SNDA

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

First Republic Bank
111 Pine Street
San Francisco, CA 94111
ATTN: Loan Review Department
RE: Loan # 17-650715-6

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PREMISES BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is dated for reference purposes as of _____, 2021, by and among **County of Contra Costa** ("Tenant"), **Gary Riele and Julie Riele, individually and as trustees of the Riele Family Living Trust** ("Landlord"), and **First Republic Bank** ("Lender").

RECITALS

- A. Tenant is the lessee and Landlord is the lessor under that certain lease between Landlord and Tenant dated **February 15, 2005**, as amended (the "Lease").
- B. Lender is making or has made a loan ("Loan") to Landlord secured by a deed of trust or mortgage from Landlord for the benefit to Lender (the "Security Instrument"), covering the property wherein the premises (the "Premises") covered by the Lease is located, which property is described more fully in Exhibit "A" attached hereto (the "Property").
- C. Lender's condition to making the loan is that, among other things, Landlord and Tenant execute this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord and Lender hereby agree as follows:

- 1. **Subordination.** Tenant and Lender hereby agree that the Lease, Tenant's Leasehold estate created thereby and all of Tenant's rights thereunder, including purchase rights or options and all rights to insurance proceeds and condemnation awards, are and shall at all times be subject and subordinate to the Security Instrument and all other documents executed in connection with the Loan (the "Loan Documents") and all obligations and indebtedness secured by the Security Instrument, subject to the terms and conditions of this Agreement.
- 2. **Non-Disturbance.** So long as Tenant is not in default in the performance of its obligations under the Lease (beyond any applicable notice and cure period), Tenant's possession of the Premises and its rights and privileges under the Lease shall not be diminished nor disturbed by Lender in the exercise

of any rights under the Loan Documents. Nothing contained herein shall prevent Lender from joining Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Security Instrument to the extent required under applicable law, but such joinder shall not be in derogation of Tenant's rights as set forth in this Agreement.

3. **Attornment.** If at any time, Lender or any person or entity or any of its successors or assigns (each, a "Successor Landlord") shall acquire the interest of Landlord in and to the Premises through foreclosure, deed in lieu of foreclosure or any other method, then so long as no breach or event of default (beyond any applicable notice and cure period) on the part of the Tenant exists under the Lease and Tenant complies with this Agreement, the Lease shall continue in full force and effect. Tenant shall be bound to Successor Landlord and Successor Landlord shall be bound to Tenant under the terms of the Lease, and any extensions or renewals thereof, with the same force and effect as if Successor Landlord was the original landlord under the Lease. Tenant hereby attorns to Successor Landlord as its lessor which attornment shall be effective and self-operative immediately upon Successor Landlord succeeding to the interest of Landlord under the Lease without the execution of any further instruments by any party hereto. Tenant agrees, however, to execute such instruments as reasonably requested by Successor Landlord for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.
4. **Liability of Successor Landlord.** Notwithstanding anything to the contrary in the Lease or the Security Instrument, Successor Landlord shall not be liable for or bound by any of the following matters if Successor Landlord succeeds to the interest of Landlord under the Lease:
 - (a) liable for any default or breach of the Lease by Landlord or any prior lessor except to the extent continuing after the date Successor Landlord succeeds to the interest of Landlord under the Lease and Lender has received notice as provided in Section 6 below and been given the opportunity at its discretion to cure such default; or
 - (b) subject to any offsets or defenses which Tenant might have against Landlord or any prior lessor arising from a default or breach of the Lease by Landlord or any prior lessor except to the extent continuing after the date Successor Landlord succeeds to the interest of Landlord under the Lease and Lender has received notice as provided in Section 6 below and been given the opportunity at its discretion to cure such default; or
 - (c) liable for any representations, warranties or indemnities made by Landlord or any prior lessor under the Lease unless specifically reaffirmed in writing by Successor Landlord; or
 - (d) bound by any payment by Tenant of rent or additional rent for more than one (1) month in advance or for any security deposit or other prepaid charge or fee paid in advance to Landlord or any prior lessor, unless such sums are received by Successor Landlord; or
 - (e) bound by any amendment, modification, assignment or consensual termination of the Lease made without the prior written consent of Lender, except for amendments relating to option terms set forth in the Lease; or
 - (f) bound by any covenant to perform or complete any tenant improvements or other construction to the Premises (other than Landlord's on-going maintenance or repair obligations expressly set forth in the Lease), or to pay to Tenant any tenant improvement or other such allowance, and Tenant hereby releases Successor Landlord from any such obligations and agrees that Tenant shall have no right to cancel the Lease, abate rent or assert any claim against Successor Landlord as a result of such failure to perform.

5. **Notices.** All notices by a party to another party of this Agreement shall be in writing and shall be effective on the earliest of (a) personal delivery; (b) three (3) days after deposit in first-class or certified United States mail, postage prepaid, return receipt requested, addressed to the recipient at the address set forth in this Agreement; or (c) one (1) business day after deposit with a reputable nationally-recognized overnight delivery service, delivery charges prepaid, addressed to the recipient at the address set forth in this Agreement; provided, that non-receipt of any such notice as a result of recipient's refusal to accept delivery or recipient's failure to notify the sender of recipient's change of address shall be deemed receipt by the recipient. A party's address set forth in this Agreement may be changed by written notice given to the other parties hereto in accordance with this Section.

Landlord: Gary Riele and Julie Riele, individually and as trustees of the Riele Family Living Trust
845 Bali Court
Danville, CA 94526

Tenant: County of Contra Costa
255 Glacier Drive
Martinez, CA 94553

Lender: First Republic Bank
111 Pine Street
San Francisco, Ca 94111
Attn: Commercial Loan Servicing

6. **Right to Cure Lease Defaults.** Tenant shall promptly give Lender written notice of any breach or event of default, act or omission of Landlord under the Lease (a "Landlord Default"). In the event of a Landlord Default, the Tenant shall not exercise any rights available to it which are prejudicial to Lender's rights (a) until Tenant has given such written notice of such Landlord Default to Lender; and (b) given Lender thirty (30) days after Lender received such notice to cure or remedy the Landlord Default (or within such additional period as is reasonably required to correct such default) provided that Lender uses reasonable diligence to cure. Lender shall have the right, but not the obligation, to cure any Landlord Defaults in its sole discretion.
7. **Exculpation of Successor Landlord.** Notwithstanding any provision of the Lease to the contrary, if Successor Landlord acquires title to the Property, Successor Landlord shall have no obligation, nor incur any liability, beyond Lender's then interest in the Property, and Tenant shall look exclusively to such interest for the payment and discharge of any obligations imposed upon Successor Landlord hereunder or under the Lease. Tenant agrees to look solely to the estate or interest owned by Successor Landlord in the Property, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.
8. **Assignment of Lease and Rents.** Tenant agrees to recognize the assignment of the Lease made by Landlord under the Security Instrument or separate written assignment of leases and/or rents executed by Landlord for the benefit of Lender and to pay to Lender rents due under the Lease upon receipt of written notice from Lender of an event of default by Landlord under the Loan Documents. Such payments of rents to Lender shall continue until the first to occur of the following: (a) no further rent is due or payable under the Lease; (b) Lender gives Tenant written notice that Landlord's event of default has been cured and instructs Tenant that the rents shall thereafter be payable to Landlord; or (c) Successor Landlord gives Tenant written notice that Successor Landlord has acquired title to

the Premises and succeeded to the interests of Landlord under the Lease as provided in Paragraph 3 hereof, after which time the rents and other payment due from Landlord under the Lease shall be payable to Successor Landlord. Tenant shall be entitled to rely upon the written notices given by Lender hereunder, and Landlord agrees to indemnify and hold Tenant harmless from and against any and all loss, claim, damage or liability arising out of Tenant's compliance with such written notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with the provision hereof to the same extent as if such rents were paid directly to Landlord. Any dispute between Lender (or other Purchaser) and Landlord as to the existence or continuance of a default by Landlord under the terms of any of the Loan Documents, or with respect to the extent or nature of such default, or with respect to foreclosure of the Deed of Trust by Lender, shall be dealt with and adjusted solely between Lender (or other Purchaser) and Landlord, and Tenant shall not be made a party thereto (unless required by law).

9. **Waiver of Rights by Lender.** Landlord acknowledges and agrees for itself and its heirs, successors and assigns that this Agreement does not constitute a waiver by Lender of any of Lender's rights under any of the Loan Documents or in any way releases Landlord from its obligations to comply with the terms, provisions, covenants and agreements of the Loan Documents.
10. **Lender Rights.** This Agreement shall be the whole and only agreement with regard to the subordination of the Lease, the leasehold estate created thereby and all rights and privileges of Tenant thereunder, to the lien or charge of the Security Instrument. Lender's rights under the Security Instrument and the lien thereof, shall supersede and cancel any prior agreements as to such subordination, including subordination provisions in the Lease. Tenant acknowledges that this Agreement satisfies any condition or requirement in the Lease related to Lender granting a non-disturbance agreement in favor of Tenant.
11. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state in which the Property is located.
12. **Attorneys' Fees.** Landlord agrees to reimburse Lender upon demand for all costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in connection with the exercise of any or all of Lender's rights and remedies under the Loan Documents whether or not any legal proceedings are instituted by Lender. Such fees shall include Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings and appeals.
13. **General.** This Agreement may be modified only by written agreement by the parties hereto or their respective successor in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, successors and assigns.
14. **Authority.** Tenant, Landlord, and Lender represent to each other that they and the individuals signing below have the right, power, and authority to execute this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

County of Contra Costa "Tenant"

By: _____
Name: _____
Title: _____

**Gary Riele and Julie Riele, individually and
as trustees of the Riele Family Living Trust
"Landlord"**

By: _____
Name: _____
Title: _____

First Republic Bank "Lender"

By: _____
Name: _____
Title: _____

"EXHIBIT A"

LEGAL DESCRIPTION OF REAL PROPERTY

ACKNOWLEDGMENT

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

STATE OF _____)
COUNTY OF _____) SS.

On _____ before me, _____
Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

ACKNOWLEDGMENT

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

STATE OF _____)
COUNTY OF _____) SS.

On _____ before me, _____
Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

ACKNOWLEDGMENT

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

STATE OF _____)
COUNTY OF _____) SS.

On _____ before me, _____
Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

ACKNOWLEDGMENT

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

STATE OF _____)
COUNTY OF _____) SS.

On _____ before me, _____
Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____



**Contra
Costa
County**

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

Subject: Standard Agreement (Amendment) #29-772-42 with the State of California, Department of Health Care Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Standard Agreement (Amendment) #29-773-42 (State #04-36067, A-30) with the State of California, Department of Health Care Services (DHCS), effective December 31, 2021, to amend Agreement #29-772-13 (as amended by subsequent amendments #29-772-14 through #29-772-41), with no change in the original amount payable to the County not to exceed \$317,472,000, to extend the termination date from December 31, 2021 to December 31, 2022.

FISCAL IMPACT:

Approval of this amendment will reflect no change in the original amount payable to County of \$317,472,000 for the Medi-Cal Managed Care Local Initiative Project. No County match is required.

BACKGROUND:

The State has been contracting with the Health Services Department's Contra Costa Health Plan to provide health care services to eligible Medi-Cal recipients within the scope of Medi-Cal benefits under the Medi-Cal Local Initiative Health Plan since February 1, 1997.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Sharron Mackey,
925-313-6004

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

On April 26, 2005, the Board of Supervisors approved Standard Agreement #29-772-13 with the State of California, DHCS, for the Medi-Cal Local Initiative Health Plan, for the period from April 1, 2005 through December 31, 2021. Subsequent amendments #29-772-14 through #29-772-41 have been issued by DHCS to amend Standard Agreement #29-772-13 to extend the term, add funds, adjust capitation rates and modify language.

Approval of this Standard Agreement (Amendment) #29-772-42 will extend the term from December 31, 2021 to December 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the County will not be able to continue the Medi-Cal Managed Care Local Initiative Health Plan Project through December 31, 2022.



**Contra
Costa
County**

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

Subject: Housing Navigators Program Round 2

RECOMMENDATION(S):

ADOPT Resolution No. 2021/357 to approve and authorize the Employment and Human Services Director, or designee, to apply for and accept a grant award in the amount of \$116,980 from the California Department of Housing and Community Development for the Housing Navigators Program (HNP) Round 2 from the period of grant award through June 30, 2024.

FISCAL IMPACT:

County to receive an amount not to exceed \$116,980 from the California Department of Housing and Community Development for up to three years grant period to fund the Housing Navigators Program (HNP) Round 2.

Funding is 100% State with no County match required.

BACKGROUND:

The State of California, Department of Housing and Community Development issued an Allocation Acceptance Round 2 Form, dated October 1, 2021, under the Housing Navigation Program (HNP) for \$5 million authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2019 (SB 109), as amended by Section 2.00 of Chapter 21 of the Statutes of 2021 (AB 128).

The

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Noppol Keeratiyakul
(925) 608-4961

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

By: , Deputy

cc: Kathy Marsh, Laura Malone, Laura Volante, Sherry Lynn Peralta, Chris Cho, Debbie Rodrigues, Luz Raygoza-Gonzalez

BACKGROUND: (CONT'D)

funds will be used to help young adults 18 to 21 years secure and maintain housing, with priority given to young adults in, or formerly in, the foster care system. The Contra Costa County Employment and Human Services Department (EHSD) will use the funding to provide housing navigation program services through a contract with Contra Costa County Health, Housing and Homelessness (H3).

The Allocation Acceptance Form relates to the availability of Housing Navigators Program (HNP) Round 2 Allocation Funds; and EHSD was mentioned in the Allocation Acceptance Form dated October 1, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the County will continue to face an increasing number of homeless and runaway youths without access to housing and preventive services.

ATTACHMENTS

Resolution 2021/357

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

Adopted this Resolution on 11/02/2021 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2021/357

In the Matter of: THE HOUSING NAVIGATORS PROGRAM ROUND 2 RESOLUTION NUMBER: 2021/357

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance form, dated October 1, 2021 under the Housing Navigators Program (“HNP” or “Program”) for \$5,000,000 authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2019 (SB 109), as amended by Section 2.00 of Chapter 21 of the Statutes of 2021 (AB 128).

WHEREAS, the Allocation Acceptance Form relates to the availability of the funds under the Program; and

WHEREAS, Contra Costa County Employment and Human Services Department was listed as an eligible applicant in the Allocation Acceptance Form, dated October 1, 2021; and

WHEREAS, Contra Costa County EHSD is hereby authorized and directed to apply for and accept County’s allocation award, as detailed in the Allocation Acceptance Form (the “HNP Allocation Award”), up to the amount authorized the Allocation Acceptance Form and applicable state law; and

WHEREAS, that if funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the Department advises County that County is eligible for an additional allocation from these remaining funds, County is hereby authorized and directed to accept this additional allocation of funds (“Additional HNP Allocation”) up to the amount authorized by Department.

WHEREAS, Kathy Gallagher, Employment and Human Services Department Director, or her designee, is hereby authorized and directed to act on behalf of County in connection with the HNP Allocation Award and any Additional HNP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be participate in the Program and be awarded the HNP Allocation Award, and any Additional HNP Allocation, and any amendments to such documents (collectively, the “HNP Allocation Award Documents”); and

WHEREAS, Contra Costa County shall be subject to the terms and conditions that are specified in the HNP Allocation Award Documents, and that County will use the HNP Allocation Award funds and any Additional HNP Allocation funds in accordance with the Allocation Acceptance Form, the HNP Allocation Award Documents, and any and all other HNP requirements, and other applicable laws.

NOW, THEREFORE, BE IT RESOLVED: The Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Department Director, or designee on behalf of the Children and Family Services (CFS) Bureau, to accept a grant award in the amount of \$116,980 from the California Department of Housing and Community Development for the Housing Navigators Program (HNP) Round 2 for the grant period awarded through June 30, 2024.

I hereby certify that this 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: Noppol Keeratiyakul (925)
608-4961

ATTESTED: November 2, 2021

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

By: , Deputy

cc: Kathy Marsh, Laura Malone, Laura Volante, Sherry Lynn Peralta, Chris Cho, Debbie Rodrigues, Luz Raygoza-Gonzalez



Contra
Costa
County

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

Subject: APPROVE and AUTHORIZE CCAS to Accept Dave & Cheryl Duffield Foundation Award

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Animal Services Director, or designee, to accept the Dave & Cheryl Duffield Foundation award in the amount of \$100,000, to be utilized for enhancing the Departments ability to respond to disasters.

FISCAL IMPACT:

The Department's County Animal Response Team (CART) is funded through general fund. This grant funding will fund the CART program 100% for fiscal year 2021/22. There is no County match.

BACKGROUND:

In August 2021, Contra Costa Animal Services (CCAS) provided animal rescue, evacuation and sheltering support to El Dorado County in response to the Caldor Fire.

In September 2021, The Dave & Cheryl Duffield Foundation contacted CCAS and advised that the foundation would be awarding CCAS with an unsolicited grant in the amount of \$100,0000 in recognition of CCAS's emergency response efforts during the Caldor Fire. The funds granted to our department are greatly appreciated and will be well utilized to enhance our team's ability to respond to future disasters.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Delaina Gillaspy,
925-608-8413

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Our proposed use of the grant funds would be focused on offsetting costs associated with our Field Staff and County Animal Response Team's (CART) deployment to provide mutual aid during fires, and to purchase much needed equipment and supplies to expand our ability to provide similar assistance in future disasters. Also, it will enable our Department to get additional training in areas of disaster response.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County Animal Services will be unable to accept the awarded funds and purchase additional supplies and training for future disasters.



**Contra
Costa
County**

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

Subject: Accept Funding Request for APS Elder Abuse Prevention Project - Cal OES, Underserved Victims Unit (XE)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Adult Protective Services (APS) division to apply for and accept grant funding from the California Governor's Office of Emergency Services (Cal OES), Underserved Victims Unit for the Elder Abuse (XE) Program, in an amount not to exceed \$217,445 for the period of January 1, 2022 through December 31, 2022.

FISCAL IMPACT:

County to apply for and receive an amount not to exceed \$217,445 from the California Governor's Office of Emergency Services (Cal OES), Underserved Victims Unit for the Elder Abuse (XE) Program. The Program is supported through the Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program which requires a cash and/or in-kind match equal to 20% of the total project cost (\$35,087). Employment and Human Services Department submitted a waiver for the match to Cal OES. If the waiver is not approved, there would be a 20% cash or in-kind match of \$35,087 with Adult Protective Services (APS) funds. (65% federal, 35% state)

AL: 16.575

Contract: 29-474-1

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Ryan Hoy
925-608-4968

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

By: , Deputy

cc: Lynn Peralta, Debbie Rodrigues

BACKGROUND:

The goal of the Elder Abuse Prevention Project (EAPP) is to bridge the gap in services addressing Elder Abuse. Underserved Victims Unit for the Elder Abuse (XE) Program funding is to enhance the safety of elder and dependent adult victims of crime by providing direct services to victims and bridging the gap between elder justice service providers and victim service providers. The program design takes into account a County caseload of approximately 5,400 Adult Protective Services (APS) cases and focuses on the areas where direct service is most required: financial abuse, case management, counseling and prevention. This focus will increase justice for, and safety of, elder residents and dependent adults of Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the Adult Protection Services (APS) division will continue to face an increasing number of vulnerable elder and dependent adults experiencing financial abuse, interpersonal violence, neglect and exploitation.



**Contra
Costa
County**

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

Subject: Transitional Housing Program Round 3

RECOMMENDATION(S):

ADOPT Resolution No. 2021/358 to approve and authorize the Employment and Human Services Director, or designee, to apply for and accept a grant award in an amount of \$113,600 from the California Department of Housing and Community Development for the Transitional Housing Program (THP) Round 3 from the date of grant award through June 30, 2024.

FISCAL IMPACT:

County to receive an amount not to exceed \$113,600 from the State of California, Department of Housing and Community Development for up to three years grant period to fund the Transitional Housing Program (THP).

Funding is 100% State with no County match required.

BACKGROUND:

The State of California, Department of Housing and Community Development (HCD) has allocated \$8 million in grants to counties under the Transitional Housing Program (THP) authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2021 (Chapter 69 of the Statutes of 2021) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Noppol Keeratiyakul
(925) 608-4961

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

By: , Deputy

cc: Kathy Marsh, Laura Malone, Laura Volante, Sherry Lynn Peralta, Chris Cho, Debbie Rodrigues, Luz Raygoza-Gonzalez

BACKGROUND: (CONT'D)

The funds will be used to provide housing stability to help young adults aged 18 years and up to 24 years secure and maintain housing, with priority given to young adults in, or formerly in the foster care system. Employment and Human Services Department (EHSD) will use the funding to support and expand existing THP programs and contracts with housing assistance programs in the County.

The Allocation Acceptance Form issued by HCD on October 1, 2021, relates to the availability of Transitional Housing Program (THP) Round 3 Allocation Funds; and the Contra Costa County Employment and Human Services Department was mentioned in the Allocation Acceptance Form dated October 1, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the County will continue to face an increasing number of homeless and runaway youth without access to housing and preventative services.

ATTACHMENTS

Resolution 2021/358

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

Adopted this Resolution on 11/02/2021 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2021/358

In the Matter of: TRANSITIONAL HOUSING PROGRAM ROUND 3 FUNDS RESOLUTION NUMBER: 2021/358

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance Form, dated October 1, 2021 under the Transitional Housing Program (“THP” or “Program”) for \$8 million authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2021 (Chapter 69 of the Statutes of 2021) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code (the “Allocation Acceptance Form”); and

WHEREAS, the Allocation Acceptance Form relates to the availability of the Round 3 funds under the Program; and

WHEREAS, Contra Costa County Employment and Human Services Department was listed as an eligible applicant in the Allocation Acceptance Form, dated October 1, 2021; and

WHEREAS, Contra Costa County is hereby authorized and directed to apply for and accept County’s allocation award, as detailed in the Allocation Acceptance Form (the “THP Allocation Award”), up to the amount authorized the Allocation Acceptance Form and applicable state law; and

WHEREAS, that if funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the Department advises County that County is eligible for an additional allocation from these remaining funds, County is hereby authorized and directed to accept this additional allocation of funds (“Additional THP Allocation”) up to the amount authorized by Department; and

WHEREAS, Kathy Gallagher, Employment and Human Services Department Director, or her designee, is hereby authorized and directed to act on behalf of County in connection with the Round 3 Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be participate in the Program, including but not limited to a Standard Agreement, and be awarded the THP Allocation Award, and any Additional THP Allocation, and any amendments to such documents (collectively, the “THP Allocation Award Documents”); and

WHEREAS, Contra Costa County shall be subject to the terms and conditions that are specified in the THP Allocation Award Documents, and that County will use the THP Allocation Award funds and any Additional THP Allocation funds in accordance with the Allocation Acceptance Form, the THP Allocation Award Documents, and any and all other THP requirements, and other applicable laws.

Now, Therefore, Be It Resolved: The Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Department Director, or designee to accept a grant reward in the amount of \$113,600 from the California Department of Housing and Community Development for the Transitional Housing Program (THP) Round 3 from the period of grant award through June 30, 2024.

I hereby certify that this 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: Noppol Keeratiyakul (925)
608-4961

ATTESTED: November 2, 2021

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

By: , Deputy

cc: Kathy Marsh, Laura Malone, Laura Volante, Sherry Lynn Peralta, Chris Cho, Debbie Rodrigues, Luz Raygoza-Gonzalez



Contra
Costa
County

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

Subject: Agreement #28-706-24 with Public Health Foundation Enterprises, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #28-706-24 including mutual indemnification with Public Health Foundation Enterprises, Inc., a nonprofit corporation, to pay the County an amount not to exceed \$127,479 for participation in the California Emerging Infections Program (EIP), for the period from September 1, 2021 through August 31, 2022.

FISCAL IMPACT:

The agreement will result in an amount not to exceed \$127,479 in funding by Food and Drug Administration Grant for the Emerging Infections Program through the Public Health Foundation Enterprises, Inc. No county match is required,

BACKGROUND:

The National Antimicrobial Resistance Monitoring System (NARMS) for Enteric Bacteria was established in 1996 to monitor bacterial resistance, specifically, the resistance among Salmonella and other enteric bacteria. The 17 participating state health departments forward every tenth human Salmonella isolate to Center for Disease Control (CDC) for antimicrobial susceptibility testing.

The CDC is requesting that additional EIP sites participate in the study of foodborne bacteria. Such bacteria is not uncommon and often is associated with the use of

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Ori Tzvieli, M.D.,
925-608-5267

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

antimicrobial agents in food animals, especially in retail food. This study will assist in generating a database that may be utilized to augment the development of intervention programs to stem the high prevalence of antimicrobial resistance in the meal and poultry food supply. The goal of the study is to determine the prevalence of antimicrobial resistance among Salmonella, Campylobacter, E.coli and enterococci isolated from a sample of chicken, ground turkey, ground beef and pork chops purchased from selected grocery stores in the catchment area of the California EIP FoodNet site. This will include samples collected from Contra Costa, Alameda and San Francisco County retail grocery stores.

On March 30, 2021, the Board of Supervisors approved Agreement #28-706-23 with Public Health Foundation to pay the County an amount not to exceed \$105,748 for participation in the California EIP Program for the period September 1, 2020 through August 31, 2021.

Approval of this Agreement #28-706-24 will allow continuous funding to support the EIP - Retail Foods Project, through August 31, 2022. This agreement includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not receive additional funding to continue provide services for the EIP.



Contra
Costa
County

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

Subject: Grant Agreement #28-979 with the City of Oakland

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #28-979 including indemnification with City of Oakland, to pay the County an amount not to exceed \$952,988 for participation in the Housing Opportunities for Persons with HIV/AIDS (HOPWA) Program, for the period from July 1, 2021 through June 30, 2024.

FISCAL IMPACT:

The agreement will result in Federal funding in an amount of up to \$952,988 by the U.S. Department of Housing and Urban Development (HUD) to the City of Oakland, as the HOPWA Grantee, and provided to Contra Costa County Health Services.

BACKGROUND:

The National Affordable Housing Act (Public Law 101-625, approved November 28, 1990) authorizes the HOPWA Program to provide states and localities with resources to devise long-term comprehensive strategies for meeting the housing needs of persons living with HIV/AIDS and related diseases. The City of Oakland (City) is the HOPWA grant recipient for Alameda and Contra Costa counties. The

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Ori Tzvieli, M.D.,
925-608-5267

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

City allocates HOPWA funds between the counties based on the number of HIV/AIDS cases. These funds may be used for site acquisition, rehabilitation and new construction of affordable housing, supportive services, housing information services, rent, mortgage and utility subsidies, and certain other housing related activities for low-income persons living with HIV/AIDS in both the incorporated and unincorporated areas of the County. HOPWA eligible supportive services include medical case management, meals/nutritional services, mental health services, and transportation.

The County Health Services Department (CCHS) HIV/AIDS program has worked with the HOPWA program since its inception in the mid 1990s. Activities include housing advocacy and housing information services, including client intake, housing needs assessment, assistance with locating affordable housing, assistance with housing-related benefit applications, development and implementation of client housing plans, emergency assistance funds, follow-up to ensure receipt of benefits and housing, and referral to other services.

At Contra Costa County, the Department of Conservation and Development (DCD) and CCHS jointly coordinate periodically to identify and address the housing-related service needs of low-income persons living with HIV/AIDS in Contra Costa County. Funding allocations for both housing development and services are based on factors such as client needs and timely expenditure of HOPWA funds. This agreement was previously administered by DCD. In July 2021 an interdepartmental agreement was executed between DCD and CCHS designating the CCHS to oversee this agreement.

Approval of this Agreement #28-979 will allow continuous funding to support the HOPWA Program, through June 30, 2024. This agreement includes indemnifying the City of Oakland.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the allocation of HOPWA funds to CCHS, funding for additional HOPWA supportive services would not be available and low-income persons living with HIV/AIDS in the County would lose vital housing and supportive services.



**Contra
Costa
County**

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: November 2, 2021

Subject: California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant

RECOMMENDATION(S):

ADOPT Resolution No. 2021/356 approving and authorizing the Sheriff-Coroner or designee, to apply for and accept a California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant in an initial allocation of \$284,000 for the abatement of abandoned vessels and the vessel turn in program on County waterways for the period beginning October 1, 2021 through the end of the grant funding availability.

FISCAL IMPACT:

\$284,000; 90% State, 10% County In-kind match (Budgeted).

BACKGROUND:

The California Division of Boating and Waterways (DBW) is prepared to award Surrendered and Abandoned Vessel Exchange grant to the Office of the Sheriff to assist the Sheriff's Marine Patrol with the removal of abandoned vessels and water hazards. The funding provided by this grant will enable the Marine Patrol Unit to remove abandoned vessels and identified hazards to vessel navigation in a continued effort to protect life and property on the waterways within Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☒ 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: November 2, 2021

Contact: Chrystine Robbins,
925-655-0008

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Negative action on this request will result in the loss of State funding designed to significantly increase the safety and security of persons and property on the waterways within Contra Costa County.

ATTACHMENTS

Resolution 2021/356

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

Adopted this Resolution on 11/02/2021 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2021/356

IN THE MATTER OF: Applying for and Accepting the FY 2021/2022 California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant.

WHEREAS, the County of Contra Costa is seeking funds available through the California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Commander, Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any action necessary for the purpose of obtaining financial assistance including grant modifications and extensions provided by the State of California for the Surrendered and Abandoned Vessel Exchange Grant.

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

ATTESTED: November 2, 2021

, County Administrator and Clerk of the Board of Supervisors

Contact: Chrystine Robbins, 925-655-0008

By: , Deputy

cc:



Contra
Costa
County

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

Subject: Agreement #29-604-6 with the City of Walnut Creek

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #29-604-6 with the City of Walnut Creek, which includes agreeing to indemnify the City, to pay the County an amount of up to \$21,415 for the operation of the Coordinated Outreach, Referral and Engagement (CORE) Program to provide homeless outreach services, for the period from July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

Approval of this agreement will allow the County to receive an amount not to exceed \$21,415 (\$10,000 from Community Development Block Grant (CDBG) and \$11,415 from the City's Homeless Services Fund (HSF)) for Fiscal Year 2021-2022 from the City of Walnut Creek to provide homeless outreach services to individuals year-round. No County match is required.

BACKGROUND:

The CORE Program will

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 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)

serve as an entry point into the Coordinated Entry System and identify, engage, stabilize and house chronically homeless individuals and families. CORE teams will contact a minimum of 1000 homeless individuals to provide basic needs supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to C.A.R.E. Centers.

On October 20, 2020, the Board of Supervisors approved Grant Agreement #29-604-5 with the City of Walnut Creek to receive CDBG and HSF funds in an amount not to exceed \$21,442 for the operations of the CORE Program to provide homeless outreach services from July 1, 2020 through June 30, 2021.

There was a delay in requesting approval of this contract due to the County not receiving the agreement from the City of Walnut Creek in a timely manner.

Approval of Agreement #29-604-6 will allow the County to continue to receive CDBG and HSF funds to provide outreach services through June 30, 2022. This agreement includes agreeing to indemnify and hold harmless the City for claims arising out of the County's performance under this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not receive funding and without such funding, the CORE program would have to operate at a reduced capacity.

ATTACHMENTS



Contra
Costa
County

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

Subject: Agreement #29-817-4 with the City of Walnut Creek

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #29-817-4 with the City of Walnut Creek, including agreeing to indemnify the City, to pay the County an amount of up to \$227,042 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement (CORE) Program, for the period from July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

Approval of this agreement will allow the County to receive an amount of up to \$227,042 for Fiscal Year 2021-2022 from the City of Walnut Creek. No County match is required.

BACKGROUND:

The CORE Program services locate and engage homeless clients throughout Contra Costa County. CORE teams serve as an entry point into the County's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 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)

On November 3, 2020, the Board of Supervisors approved Agreement #29-817-3 to receive funds in an amount not to exceed \$88,472 from the City of Walnut Creek for the provision of the CORE Program, for the period from July 1, 2020 through June 30, 2021.

There was a delay in requesting approval of this contract due to the County not receiving the agreement from the City of Walnut Creek in a timely manner.

Approval of Agreement #29-817-4 will allow the County to continue to receive funds for homeless outreach services through June 30, 2022. This agreement includes agreeing to indemnify and hold harmless the contractor for claims arising out of the County's performance under this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not receive funding and without such funding, the CORE program would have to operate at a reduced capacity.

ATTACHMENTS



**Contra
Costa
County**

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

Subject: Standard Agreement (Amendment) #29-784-11 with the State of California, Department of Health Care Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Standard Agreement (Amendment) #29-784-11 (State #03-75796, A15) with the State of California, Department of Health Care Services (DHCS), effective December 31, 2021, to amend Standard Agreement #29-784 (as amended by Amendment Agreements #29-784-1 through #29-784-10), with no change in the original payment limit of \$1,594,000, to extend the term from December 31, 2021 through December 31, 2022, to allow the County to continue providing Local Initiative Program services.

FISCAL IMPACT:

Approval of this amendment will reflect no change in the original amount payable to the County of \$1,594,000 for the Local Initiative Program services that are not approved for Federal funding. No County match is required.

BACKGROUND:

Since 2003, through the Local Initiative Program, the State of California has given the Contra Costa Health Plan (CCHP) funds necessary to provide health care service to it eligible Medi-Cal recipients within the scope of Medi-Cal benefits. These services were formerly provided under Standard Agreement #29-772 and in 2006 were broken out under this new Amendment Agreement #29-784, for State

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Sharron Mackey,
925-313-6004

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

supported services.

On August 15, 2006, the Board of Supervisors approved Standard Agreement Amendment #29-784 (as amended by Amendment Agreements #29-784-1 through #29-784-10) with the California DHCS for the period from August 1, 2003 through December 31, 2016. Subsequent amendments #29-784-1 through #29-784-10 have been issued by DHCS to amend Standard Agreement #29-784 to extend the term, add funds, rates and modify language.

Approval of Standard Agreement (Amendment) #29-784-11 will allow the County to continue providing Local Initiative Program services that are not approved for Federal funding, through December 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, funding for continuous services through December 31, 2022 to County Medi-Cal recipients will not be provided.



Contra
Costa
County

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

Subject: Contract #77-376 with Bridge Home Health East Bay, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of County Contract #77-376 with Bridge Home Health East Bay, LLC (dba Bridge Home Health), a limited liability company, in an amount not to exceed \$1,000,000, to provide home health care services for Contra Costa Health Plan (CCHP) members, for the period from November 1, 2021 through October 31, 2022.

FISCAL IMPACT:

This contract will result in annual contractual service expenditures of up to \$1,000,000 and will be funded 100% by CCHP Enterprise Fund II allocations.

BACKGROUND:

CCHP has an obligation to provide certain specialized home health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Members are provided with applicable services when authorized by CCHP, including, but not limited to: physical and speech therapy, home health aides, medical social services and social worker services. This contractor has been a part of the CCHP Provider Network for several years, formerly under a Memorandum of Understanding (MOU) and required to convert to a County contract.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

Under Contract #77-376, this contractor will provide home health care services including, but not limited to physical and speech therapy, home health aides, medical social services and social worker services, for the period November 1, 2021 through October 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized home health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



Contra Costa County

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

Subject: Contract #23-721 with Granicus, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-721 with Granicus, LLC, a limited liability company, in an amount not to exceed \$890,850, to develop, support and maintain a new Health Services Department (HSD) website for County's HSD Information Technology (IT) Unit, for the period from November 1, 2021 through October 31, 2024.

FISCAL IMPACT:

Approval of this contract will result in expenditures of up to \$890,850 over a three-year period and is funded by 100% Hospital Enterprise Fund I.

BACKGROUND:

Granicus, LLC will replace the current cchealth.org website and it's 2,900 subsidiary web pages, content, and functionality. Granicus, LLC was chosen among several vendors for their outstanding work and outcomes with other California Counties and related governmental agencies. This contract will allow contractor to plan, develop, test, roll-out and support the County HSD website for a three-year period.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Patrick Wilson,
925-335-8700

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

The existing County website was coded manually over a period of many years and has become problematic to update or add to. This new website and the functionality provided by the contractor will provide a lower cost of maintenance, easier usability by the County and community members, and give greater control to our community members to get information as requested.

Under Contract #23-721, the contractor will develop, support and maintain a new HSD website for the period November 1, 2021 through October 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, HSD will not receive this contractor's services to develop a new, more efficient and cost-effective website.



Contra
Costa
County

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

Subject: Contract #77-342 with Pacific Disability Resources, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-342 with Pacific Disability Resources, LLC, limited liability company, in an amount not to exceed \$2,000,000, to provide social security income (SSI) and social security disability insurance (SSDI) advocacy services for Contra Costa Health Plan (CCHP) members, for the period from October 1, 2021 through September 30, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$2,000,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II allocations.

BACKGROUND:

CCHP has an obligation to provide certain specialized health care SSI/SSDI advocacy services for its disabled members under the terms of their Individual and Group Health Plan membership contracts with the County to assist members that are eligible to receive SSI and /or SSDI benefits. The contractor is providing social security disability advocacy services for CCHP members.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

Under new Contract #77-342, the contractor will provide SSI/SSDI advocacy services by assisting CCHP's disabled members to apply for SSI/SSDI benefits, through September 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain available advocacy health care services for CCHP members may not be provided under the terms of their Individual and Group Health Plan membership.



Contra
Costa
County

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

Subject: Contract #24-681-84(21) with United Family Care, LLC (DBA Family Courtyard)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-681-84(21) with United Family Care, LLC (dba Family Courtyard), a limited liability company, in an amount not to exceed \$325,200, to provide augmented board and care services for the period from December 1, 2021 through November 30, 2022.

FISCAL IMPACT:

This contract will result in annual contractual service expenditures of up to \$325,200 and will be funded as budgeted by the department in FY 2021-22, by 100% Mental Health Services Act. (Rate increase)

BACKGROUND:

The Behavioral Health Services Department has been contracting with United Family Care, LLC (dba Family Courtyard), since December 1, 2007 to provide augmented board and care services for mentally ill adults in West Contra Costa County.

This contract meets the social needs of the County's population by augmenting room and board and providing twenty-four hour emergency residential care and supervision to eligible mentally disordered clients, who are specifically referred by the Mental Health Program Staff and who are served by County Mental Health Services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 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)

On November 3, 2020, the Board of Supervisors approved Contract #24-681-84(20) with United Family Care, LLC (dba Family Courtyard), in an amount not to exceed \$315,725, to provide augmented board and care services for mentally ill adults, through November 30, 2021.

Approval of Contract #24-681-84(21) will allow the contractor to continue to provide augmented board and care services through November 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not be able to provide augmented board and care services to mentally ill adults in West Contra Costa County.



**Contra
Costa
County**

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

Subject: 1st Northern California Credit Union for KEYS Auto Loan Services Contract Amendment

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to amend nonfinancial contract with 1st Northern California Credit Union, a nonprofit corporation, to increase auto loan amount from \$5,000 to \$6,000 for the Keeping Employment Equals Your Success Auto Loan Program, with no change in the term of July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

None. This is a nonfinancial contract.

BACKGROUND:

The Employment and Human Services Department created the Keeping Employment Equals Your Success (KEYS) Auto Loan Program for California Work Opportunity and Responsibility to Kids Act (CalWORKs) participants who need a personal automobile to complete their transition to self-sufficiency. The KEYS Auto Loan Program targets CalWORKs participants and in coordination with the 1st Northern California Credit Union (Credit Union), provides automobile loans for participants who meet loan criteria. This contract outlines the Credit Union's no-fee facilitation responsibilities.

The KEYS Auto Loan Program

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Laura Pacheco
8-4963

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

is successful at helping participating CalWORKs clients remain employed and well on the road to self-sufficiency. The modifications made to the mutual indemnification clause of Contra Costa County General Conditions have been approved by Contra Costa County Risk Management. The Board approved the nonfinancial contract on April 27, 2021 (C.64). This amendment is to increase the auto loan amount from \$5,000 to \$6,000.

CONSEQUENCE OF NEGATIVE ACTION:

The Employment and Human Services Department will be unable to facilitate the provision of an automobile loan to qualified CalWORKs participants who have been unable to obtain an automobile loan through conventional means.

CHILDREN'S IMPACT STATEMENT:

The services provided under this contract support all five of Contra Costa County's community outcomes: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by providing transportation opportunities to qualified CalWORKs participants.



**Contra
Costa
County**

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

Subject: Contract #77-395 with Manor Care of Walnut Creek CA, LLC (dba Manor Care Health Services Walnut Creek)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-395 with Manor Care of Walnut Creek CA, LLC (dba Manor Care Health Services Walnut Creek), a limited liability company, in an amount not to exceed \$1,500,000 to provide skilled nursing facility (SNF) services for Contra Costa Health Plan (CCHP) members, for the period October 1, 2021 through September 30, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$1,500,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II allocations.

BACKGROUND:

CCHP has an obligation to provide certain specialized SNF health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Members are released from the hospital to recover at an SNF until they are well enough to be sent home. These services include, but are not limited to: twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services.

Under new Contract #77-395, this contractor will provide SNF services for CCHP members for the period October 1, 2021 through September 30, 2024.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized SNF health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



Contra
Costa
County

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

Subject: Contract #77-104-2 with Contra Costa Pathology Associates

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-104-2 with Contra Costa Pathology Associates, a general partnership, in an amount not to exceed \$2,700,000, to provide specialized outside laboratory testing services for Contra Costa Health Plan (CCHP) members for the period from September 1, 2021 through August 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$2,700,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II allocations

BACKGROUND:

CCHP has an obligation to provide certain specialized laboratory services for its members under the terms of their Individual and Group Health Plan membership contracts with the County, therefore, the County contracts with outside laboratory testing services in order to provide testing services not available at County facilities, to ensure patient care is provided as required. This contractor has been providing specialized outside laboratory testing services to the County since September 1, 2017.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

On September 10, 2019, the Board of Supervisors approved Contract #77-104-1 with Contra Costa Pathology Associates, in an amount not to exceed \$1,650,000, for the provision of specialized outside laboratory testing services for CCHP members for the period September 1, 2019 through August 31, 2021.

Approval of Contract #77-104-2 will allow the contractor to continue to provide specialized outside laboratory testing services for CCHP members through August 31, 2024. The contract renewal was delayed due to overdue paperwork from contractor.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized laboratory testing services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



**Contra
Costa
County**

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

Subject: AWARD Job Order Contracts # 017, 018, 019 & 020 for Repair, Remodeling, and other Repetitive Work (WW1006)

RECOMMENDATION(S):

(1) APPROVE contract General Conditions, Technical Specifications, and the Construction Task Catalog for Job Order Contracts 017, 018, 019 & 020.

(2) DETERMINE that Mark Scott Construction, Inc., Aztec Consultants, Inc., MIK Construction, Inc., and MVP Construction, LLC, submitted the lowest responsive and responsible bids for the award of the job order contracts.

(3) AWARD a job order construction contract for repair, remodeling, and other repetitive work to be performed pursuant to the Construction Task Catalog to each of Mark Scott Construction, Inc., Aztec Consultants, Inc., MIK Construction, Inc., and MVP Construction, LLC, each in the amount of \$3,000,000, for a term of one year each (commences ninety (90) days after contract execution or upon the first Notice to Proceed whichever comes first for each contract), and DIRECT that the Public Works Director, or designee, prepare the contracts.

(4) DIRECT that Mark Scott Construction, Inc., Aztec Consultants, Inc., MIK Construction, Inc., and MVP Construction, LLC, shall each submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$3,000,000 each.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Ramesh Kanzaria
925-957-2480

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

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

(6) ORDER that, upon signature of the job order contract by the Public Works Director, or designee, any bid bonds posted by such bidder are to be exonerated and any checks or cash submitted for security shall be returned.

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

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

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

(10) DECLARE that, should the award of the contract to Mark Scott Construction, Inc., Aztec Consultants, Inc., MIK Construction, Inc., and MVP Construction, LLC, be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject the bids received.

FISCAL IMPACT:

Job orders under the job order contracts will only be issued when there is an approved project and funding. The contract value can range from a minimum of \$25,000 to a maximum of \$3,000,000.

BACKGROUND:

In order to be efficient in delivering projects, the County needs to employ a variety of project delivery methods. One such method is Public Contract Code Section 20128.5, which authorizes counties to award one or more individual annual contracts for repair, remodeling, or repetitive work to be done according to unit prices. Once an annual contract is awarded, individual projects are then done through written job orders performed by the job order contractor at the unit prices bid for the annual contract. Such job order contracting (JOC) is a project delivery tool that has been proven to reduce costs, save time, and increase productivity.

The JOC Program has been a valuable construction project delivery tool for the term of the JOC contracts. As the expiration date and maximum contract amounts have or are reached for the existing job order contracts, other projects are still eligible to be accomplished under the JOC program. On September 14, 2021, the Board of Supervisors authorized the Public Works Director, or designee, to solicit for job order contracts for repair, remodeling, and other repetitive work, and bring to the Board recommendations to award four contracts. Bids were invited by the Public Works Director and on October 14, 2021, the Public Works Director received 6 bids for the job order contracts. The scope for the work performed under the job order contracts will be determined by individual job orders using the Construction Task Catalog. The four lowest responsive bidders are being recommended for contract award. The contracts are being awarded based on the lowest Award Criteria Figure (ACF) that is calculated by each bidder using the award criteria

figure formula percentages required by each job order using adjustment factors called out in the bidding documents. Bid documents for Job Order Contracts 017, 018, 019 and 020, including construction task catalog and construction specifications for typical work, were prepared for the Public Works Department by the County's job order contracting consultant, The Gordian Group, Inc. The general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on the projects covered by the annual Job Order Contracts. Bids for Job Order Contracts 017, 018, 019 and 020 were received and opened by the Public Works Department on October 14, 2021 and the bid results are as follows:

BIDDER	AWARD CRITERIA
Mark Scott Construction, Inc.	1.1341
Aztec Consultants, Inc.	1.1358
MIK Construction, Inc.	1.1900
MVP Construction, LLC	1.2075
Rodan Builders, Inc.	1.2590
Staples Construction, Inc.	1.4496

Staff has determined that the four lowest bids received from Mark Scott Construction, Inc., Aztec Consultants, Inc., MIK Construction, Inc., and MVP Construction, LLC, are responsive. The Public Works Director recommends the Board award the job order contracts for this project to Mark Scott Construction, Inc. (JOC 017), Aztec Consultants, Inc. (JOC 018), MIK Construction, Inc. (JOC 019) and MVP Construction, LLC (JOC 020), for job order contracts in amounts not less than \$25,000 nor more than \$3,000,000.

California Environmental Quality Act (CEQA) requirements will be determined and addressed on a project-by-project basis as projects occur. Each of the job order contractors will perform outreach required under the County's Outreach Program for the work to be performed under each job order in excess of \$175,000.

CONSEQUENCE OF NEGATIVE ACTION:

If these JOC bid solicitations are not approved and authorized, the County will not have the resources to complete deferred maintenance projects as described in the Facilities Life-cycle Investment Program (FLIP) report and other County construction projects involving repair, remodeling, and other repetitive work.



Contra Costa County

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

Subject: Novation Contract #74-304-13 with Fred Finch Youth Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-304-13 with Fred Finch Youth Center, a non-profit corporation, in an amount not to exceed \$1,503,789, to provide mental health services to County transitional aged youth under the Mental Health Services Act (MHSA), for the period from July 1, 2021 through June 30, 2022, which includes a six-month automatic extension through December 31, 2022, in an amount no to exceed \$751,894.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$1,503,789 for FY 2021-2022 and will be funded by 39% Federal Medi-Cal (\$586,372) and 61% Mental Health Services Act (\$917,417) revenues.

BACKGROUND:

This novation contract meets the social needs of the County's population by providing implementation of MHSA Community Services and Supports Program, including providing community-based services, personal services coordination, medication support, crisis intervention, and other mental health services to eligible youth clients in Contra Costa County. The contractor has been providing these services since March 1, 2007.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Suzanne Tavanno,
925-957-5212

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

On December 15, 2020, the Board of Supervisors approved Novation Contract #74-304-12 with Fred Finch Youth Center, in an amount not to exceed \$1,503,519, to provide implementation of the MHSA Community Services and Supports Program for the period from July 1, 2020 through June 30, 2021.

Approval of Novation Contract #74-304-13 replaces the automatic extension under the prior contract and allows the contractor to continue providing services through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, effective implementation of the MHSA Transitional-aged youth services and support programs will be delayed leading to reduced level of services for the County's mental health clients.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra
Costa
County**

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

Subject: Consulting Services Agreement Amendment No. 2 with Fehr & Peers, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) amendment with Fehr & Peers (F&P), effective November 9, 2021, to increase the payment limit by \$50,000 to a new payment limit of \$300,000 and to replace the Personnel and Billing Rates table of the contract, to provide transportation planning services to the County in preparation of the County's first Active Transportation Plan (Plan), with no change to the term of August 11, 2020 through February 28, 2022, Countywide. (Project No. 0676-6P1099) (All Districts)

FISCAL IMPACT:

This project, including the contract, will be funded by 88.4% Sustainable Communities Planning Grant Funds (State) and 11.6% Transportation Development Act Funds.

BACKGROUND:

The original Agreement to provide transportation planning services to the County was approved by the Board on August 11, 2020.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Jerry Fahy,
925.313.2276

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

On September 30, 2021, Administrative Amendment No. 1 was approved by the Public Works Director, effective January 1, 2021 to update the County's contact information and to correct errors in the original Personnel and Billing Rates of the contract.

Proposed Amendment No. 2 will increase the payment limit from \$250,000 to \$300,000 and replace the Personnel and Billing Rates of the contract to reflect changes in the allocation of funding by task. In order to comply with conditions of the grant, the Personnel and Billing Rates, including the allocations for each task, must be accurate.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, the contract will not have sufficient funds to complete the Active Transportation Plan. A delay in executing this contract will delay the preparation of the Active Transportation Plan by the consultant and will jeopardize grant funding.



Contra Costa County

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

Subject: Amendment #25-046-22 with Shelter, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #25-046-22 with Shelter, Inc., a non-profit corporation, to amend Contract #25-046-21, effective September 1, 2021, to increase the payment limit by \$55,457, from \$750,000 to a new payment limit of \$805,457, with no change in the term of December 1, 2020 through November 30, 2021.

FISCAL IMPACT:

This amendment will result in additional budgeted expenditures in an amount of \$55,457 and will be funded 100% by Department of Housing and Urban Development. (No rate increase)

BACKGROUND:

This contract meets the social needs of the County's population by providing support services to County residents that are homeless with a diagnosis of mental illness or a dual-diagnosis of mental illness and substance abuse. Shelter Inc. has been providing support services to County residents since August 2001.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 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)

On December 15, 2020, the Board of Supervisors approved Contract #25-046-21 with Shelter, Inc. in an amount of \$750,000, to provide support services to County residents in the Supportive Housing Program that are homeless and have a diagnosis of mental illness or dual-diagnosis of mental illness and substance abuse, for the period from December 1, 2020 through November 30, 2021.

Approval of Amendment Agreement #25-046-22 will allow the contractor to provide additional support services through November 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County residents who are homeless with a disability and receiving services in the Support Housing Program will not receive services from this contractor.



Contra Costa County

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

Subject: Amendment #72-039-13 with West Contra Costa County Meals on Wheels

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #72-039-13 with West Contra Costa County Meals on Wheels, a non-profit corporation, to amend Novation Contract #72-039-12, effective November 1, 2021, to increase the payment limit by \$63,700, from \$227,857 to a new payment limit of \$291,557 with no change in the term of July 1, 2021 through June 30, 2022, and an increase in the automatic extension payment limit by \$15,925, from \$56,964 to a new payment limit of \$72,889 through September 30, 2022.

FISCAL IMPACT:

Approval of this amendment will result in additional expenditures of up to \$63,700 and will be funded 100% by Title III-C 2 of the Older Americans Act funds. (No rate increase)

BACKGROUND:

This contract meets the social needs of the County's population by providing home-delivered meals on 250 serving days, to an average of 550 nutritionally at-risk, homebound senior citizens and an average of 10 county residents living with HIV/AIDS, to ensure they

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Ori Tzvieli, M.D.,
925-608-5267

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

receive at least one third of their daily nutritional requirements.

On July 27, 2021, the Board of Supervisors approved Novation Contract #72-039-12 with West Contra Costa County Meals on Wheels in an amount not to exceed \$227,857 for the provision of home-delivered meals for the Senior Nutrition Program for the period July 1, 2021 through June 30, 2022, which included a three-month automation extension period through September 30, 2022. This contract included modifications to the County's Standard Indemnification clause.

Approval of Amendment Agreement #72-039-13 will allow the contractor to provide additional home-delivered meals for the Senior Nutrition Program through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, West County's homebound senior citizens and HIV/AIDS patients will not receive meals which provide at least one third of their daily nutrition.



Contra
Costa
County

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

Subject: Amendment #76-685-2 with Iryna Falkenstein, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-685-2 with Iryna Falkenstein, M.D., an individual, effective November 1, 2021, to amend Contract #76-685-1 to increase the payment limit by \$210,000, from \$1,200,000 to a new payment limit of \$1,410,000, with no change in the term of January 13, 2021 through January 31, 2024.

FISCAL IMPACT:

Approval of this amendment will result in additional expenditures of up to \$210,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:

CCRMC has been contracting with Iryna Falkenstein, M.D, since January 2020 to provide ophthalmology services including, but not limited to clinic coverage, consultation, training, medical and/or surgical procedures, and on-call coverage at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

On December 8, 2020, the Board of Supervisors approved Contract #76-685-1 with Iryna Falkenstein, M.D., in an amount not to exceed \$1,200,000 to provide ophthalmology services at CCRMC and Contra Costa Health Centers, for the period January 13, 2021 through January 31, 2024.

Approval of Contract Amendment Agreement #76-685-2 will allow the contractor to provide additional services through January 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring ophthalmology services at CCRMC and Contra Costa Health Centers will not have access to this contractor's additional services.



Contra
Costa
County

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

Subject: Contract #77-040-7 with Nazar Mohammad Aryaei (dba AA Cab Company)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-040-7 with Nazar Mohammad Aryaei (dba AA Cab Company), a sole proprietor, in an amount not to exceed \$300,000, to provide non-medical transport services for Contra Costa Health Plan (CCHP) members, for the period from October 1, 2021 through September 30, 2022.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$300,000 and will be funded 100% by CCHP Enterprise Fund II. (Rate increase)

BACKGROUND:

CCHP has been contracting with Nazar Mohammad Aryaei (dba AA Cab Company) since October 2016 to provide transportation of CCHP members to or from medical appointments at Contra Costa Regional Medical Center, Health Center/Clinics, or other medical facilities.

In October 2020, the County Administrator approved and the Purchasing Services Manager executed Contract #77-040-6 with Nazar Mohammad Aryaei (dba AA Cab Company), in an amount not to exceed \$100,000, to provide non-medical transport services for CCHP members for the period from October 1, 2020 through September 30, 2021.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Sharron Mackey,
925-313-6004

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

By: , Deputy

cc: E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #77-040-7 will allow this contractor to continue to provide non-medical transport services for CCHP members through September 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members will not have access to non-medical transport services from this contractor.



Contra Costa County

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

Subject: Purchase Order with Cyware Labs, Inc

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent on behalf of the Health Services Department, to execute a Purchase Order with Cyware Labs Inc., in an amount not to exceed \$60,000 for the purchase of Cyware's Cyware Situational Awareness Platform (CSAP) including licensing, maintenance, and priority technical support plan (TSP), for the period of November 1, 2021, through October 31, 2024. The purchase order will include limitations of liability for damages arising from a party's infringement of the other party's intellectual property rights, damages arising from a party's breach of its confidentiality obligations, and damages arising from a party's gross negligence or willful misconduct.

FISCAL IMPACT:

Approval of this purchase order will result in budgeted expenditures of up to \$60,000 for a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues through prior venture fund dollars.

BACKGROUND:

Cyware's CSAP Platform provides an automated threat alert aggregation and information sharing platform that equips key security personnel across all County departments

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

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

Contact: Patrick Wilson,
925-335-8777

By: , Deputy

cc: Marcy Wilhelm, Nick Hammel

BACKGROUND: (CONT'D)

with information to improve situational awareness and resilience when responding to a cyber security incident. The CSAP solution includes solutions such as automated alert aggregation & dissemination, mobile-enabled communication & actioning, and real-time strategic & operational threat intelligence sharing. After initial deployment, this will be expanded for use by 10 other Bay Area counties.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, Health Services and the County must rely on outdated and possibly compromised communication channels when responding to a cyber incident.



**Contra
Costa
County**

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

Subject: Amendment Agreement #23-722-1 with the Regents of the University of California, on behalf of its Nelson Lab

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #23-722-1 with the Regents of the University of California, on behalf of its Nelson Lab, a California public corporation, effective October 1, 2021, to increase the payment limit by \$14,700, from \$8,190 to a new payment limit of \$22,890 to provide analysis of SARS-CoV-2 viral concentration in wastewater samples, for the period from July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

Approval of this agreement will result in additional annual expenditures of up to \$14,700 and will be funded by 100% Federal Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Expansion Grant.

BACKGROUND:

Under this contract the University's Nelson lab will analyze SARS-CoV-2 viral concentrations in three wastewaters samples per week in July, August and September from Contra Costa County. The data will be shared with local public health departments and the California Department of Public Health to facilitate informed decision-making about COVID-19 response.

On July 13, 2021, the Board of Supervisors approved Agreement #23-722 with

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Anna Roth,
925-957-2670

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

the Regents of the University of California, on behalf of its Nelson Lab, in an amount not to exceed \$8,190 to provide analysis for SARS-COV-2 viral concentration in wastewater samples, for the period from July 1, 2021 through June 30, 2022. This agreement includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

Approval of new Agreement #23-722-1 will allow the contractor to analyze the wastewater samples provided by Contra Costa Health Services Department to determine SARS-CoV-2 viral concentrations, through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, Contra Costa Health Services will not know the SARS-CoV-2 concentration in wastewater to help prevent COVID-19 transmission.



Contra
Costa
County

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

Subject: Contract #76-758 with Olympus America Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-758 with Olympus America Inc., a corporation, in an amount not to exceed \$378,336 for preventative maintenance and repair services for medical equipment at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from November 1, 2021 through October 31, 2024.

FISCAL IMPACT:

Approval of this contract will result in contractual services expenditures of up to \$378,336 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

This contract will provide full coverage preventative maintenance and repair services of medical equipment, including video, camera heads, telescopes, and fiber in the operating room, urology department, and other areas at CCRMC and Contra Costa Health Centers. Securing a contract is more cost effective than paying for each repair individually. The contractor provides 24-hour a day phone support, training, overnight shipping, and prioritized access to loaner equipment.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Jaspreet Benepal,
925-370-5501

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Under Contract #76-758, the contractor will provide preventative maintenance and repair services for medical equipment at CCRMC and Contra Costa Health Centers for the period November 1, 2021 through October 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCRMC and Contra Costa Health Centers will not have an agreement in place for required preventative maintenance and repair services.



**Contra
Costa
County**

To: Board of Supervisors
From: Esa Ehmen-Krause, County Probation Officer
Date: November 2, 2021

Subject: Extension Agreement with Seneca Family of Agencies

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract amendment with Seneca Family of Agencies, a non-profit corporation, to extend the term from November 30, 2021 to June 30, 2022, with no change to the payment limit, to provide Wraparound Services for youth throughout Contra Costa County.

FISCAL IMPACT:

100% Juvenile Justice Crime Prevention Act (JJCPA) revenue.

BACKGROUND:

On December 15, 2020, the Board of Supervisors approved a contract with Seneca Family of Agencies, to provide wraparound services for youth transitioning from short-term residential therapeutic programs who are in need of additional support, 18-year-old non-minor dependents who hope to remain with their family, and imminent risk/ placement avoidance youth. Services are provided to youth and their families to help them develop an individual plan for managing daily challenges in a healthy way.

Previously The Employment and Human Services Department (EHSD) provided these services. However, as a result

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Danielle Fokkema,
925-313-4195

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of COVID-19, EHSD lost the funding to be able to provide these services. JJCPA revenue was made available by the Crime Prevention Act of 2000 (Chapter 353) to provide a stable funding source for local juvenile justice programs aimed at curbing crime, and delinquency among at-risk youth and juvenile offenders. The Probation Department has a small fund balance in our JJCPA revenue and can use these funds to continue to support wraparound services for youths.

CONSEQUENCE OF NEGATIVE ACTION:

Services will not be available to youths at a difficult time of transition or placement avoidance.

CHILDREN'S IMPACT STATEMENT:

This action supports one of the community outcomes established in the Children's Report Card. 1)
"Children and Youth Healthy and Preparing for a Productive Adulthood."



Contra Costa County

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

Subject: Contract #77-103-3 with American Hospice and Home Health Care Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of County Contract #77-103-3 with American Hospice and Home Health Care Services, Inc., in an amount not to exceed \$765,000, to provide home health care and hospice services for Contra Costa Health Plan (CCHP) members, for the period from September 1, 2021 through August 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$765,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:

CCHP has an obligation to provide certain specialized home health care and hospice services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Members are provided with applicable services when authorized by CCHP, including, but not limited to: physical and speech therapy, home health aides, medical social services and social worker services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

On September 10, 2019, the Board of Supervisors approved contract #77-103-2 with American Hospice and Home Health Care Services, Inc., in an amount not to exceed \$250,000 for the provision of home health care and hospice services for CCHP members, for the period September 1, 2019 Through August 31, 2021.

Approval of Contract #77-103-3 will allow this contractor to continue to provide home health care and hospice services through August 31, 2024. The contract was delayed due to lengthy review and revisions of language requiring County Counsel approval.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized home health care and hospice services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



Contra
Costa
County

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

Subject: Amendment Agreement #27-456-20 with La Clinica De La Raza, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #27-456-20 with La Clinica De La Raza, Inc., a non-profit corporation, effective November 1, 2021, to amend Contract #27-456-18, to increase the payment limit by \$100,000 from \$3,000,000 to a new total payment limit of \$3,100,000 to provide primary care and optometry services for Contra Costa Health Plan (CCHP) members and County recipients, with no change in the term of July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

Approval of this amendment will result in additional expenditures of up to \$100,000 and will be funded as budgeted by the department in FY 2021-22, by CCHP Enterprise Fund II revenues. (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 providing primary care and optometry services since December of 1999.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/02/2021 ☒ 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: November 2, 2021

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

On June 8, 2021, the Board of Supervisors approved Contract #27-456-18 with La Clinica De La Raza, Inc., in an amount not to exceed \$3,000,000, for the provision of primary care and optometry services to CCHP members, for the period from July 1, 2021 through June 30, 2022.

On October 19, 2021, the Board of Supervisors approved Amendment Agreement #27-456-19 with La Clinica De La Raza, Inc, to add physician recruitment incentive for the East County Clinic location, with no change in the payment limit of \$3,000,000 and no change in the term of July 1, 2021 through June 30, 2022.

Approval of Amendment Agreement #27-456-20 will increase the payment limit to allow the contractor to provide additional primary care and optometry services for CCHP members through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment agreement is not approved, the contractor will not be able to provide additional primary care and optometry services for CCHP members.



Contra Costa County

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

Subject: Payment for Services Provided by University of California, San Francisco (dba UCSF Medical Center)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, to pay \$44,193 to the University of California San Francisco, (dba UCSF Medical Center) for the provision of outside laboratory services provided to Contra Costa Regional Medical Center (CCRMC) for the period November 1, 2019 through June 30, 2021.

FISCAL IMPACT:

Approval of this Board Order will result in one-time expenditures of up to \$44,193 and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

CCRMC has an obligation to provide certain specialized laboratory services, therefore, CCRMC contracts with outside laboratory testing services in order to provide testing services not available at CCRMC, to ensure patient care is provided as required. This contractor has been providing services to the County for several years, previously under a Memo of Understanding (MOU) and was required to convert to a County contract.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Patrick Godley,
925-957-5405

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

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

>County Counsel approved Contract #76-675, as to legal form, on March 6, 2020, in an amount not to exceed \$24,500 for the provision of outside laboratory testing services for the period November 1, 2019 through October 30, 2020. The contractor never returned the contract. The contractor was not paid for services provided for the contract period for a total of \$19,543.

Contract #76-675-1, was electronically sent to the contractor on August 16, 2020, in an amount not to exceed \$25,000 for the provision of outside laboratory testing services for the period November 1, 2020 through June 30, 2021. The contractor again, never returned the contract. The contractor was not paid for services provided for the contract period for a total of \$24,650.

Even though a fully executed contract was not realized during the time period of services, the contractor is entitled to payment for the reasonable value of its services under the equitable relief theory of quantum meruit. That theory provides that where a contractor has been asked to provide services without a valid contract, and the contractor does so to the benefit of the County, the contractor is entitled to recover the reasonable value of those services. The contractor has provided services at the request of the County. The Department cannot pay the contractor for services rendered without a contract in place. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment not to exceed \$44,193.

To prevent the recurrence of this moving forward, the Department has fully executed Contract #76-675-2 with the University of California San Francisco (dba UCSF Medical Center), a government agency, in an amount not to exceed \$25,000 for the period July 1, 2021 - June 30, 2022. Due to the mutual indemnification terms of the contract, the Board authorized this agreement on July 27, 2021 (Item C.79).

CONSEQUENCE OF NEGATIVE ACTION:

If this Board Order is not approved, the contractor will not be paid for services requested by County staff and provided in good faith by the contractor.

ATTACHMENTS



Contra Costa County

To: Board of Supervisors
From: Deborah R. Cooper, Clerk-Recorder
Date: November 2, 2021

Subject: DECLARE AND ACCEPT THE RESULTS OF THE SEPTEMBER 14, 2021 CA GUBERNATORIAL RECALL ELECTION

RECOMMENDATION(S):

DECLARE and ACCEPT the results of the September 14, 2021 California Gubernatorial Recall Election.

FISCAL IMPACT:

None

BACKGROUND:

Elections Code section 15372 requires the Elections Official to prepare a Certified Statement of Results of the election and submit to the Governing Body within 30 days of the election. A certified Statement of Votes is attached to this Board Order.

CHILDREN'S IMPACT STATEMENT:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☒ 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: November 2, 2021

Contact: Rosa Mena,
925.335.7806

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

By: , Deputy

cc:

ATTACHMENTS

09/14/21 Election Certificate

0914/21 SOV Summary Results

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE SEPTEMBER 14, 2021,
CALIFORNIA GUBERNATORIAL RECALL ELECTION**

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

} SS.

I, Deborah Cooper, County Clerk/Registrar of Voters of County
of Contra Costa, do hereby certify that, in pursuance of the provisions of Elections Code
section 15300, et seq., I did canvass the results of the votes cast in the California Gubernatorial Recall
Election held in said County on September 14, 2021, and that the Statement of Votes Cast, to which
this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 8th day of October, 2021, at the
County of Contra Costa



Deborah Cooper
County Clerk/Registrar of Voters
County of Contra Costa
State of California

Canvass Certification of Elections Official
(09/2021)

California gubernatorial Recall Election

Contra Costa County

Tuesday, September 14, 2021

Official Results - Final

Elector Group	Counting Group	Cards Cast	Voters Cast	Registered Voters	Turnout
Total	Vote By Mail	432,737	432,737		61.06%
	Election Day	25,137	25,137		3.55%
	Early In-Person	2,399	2,399		0.34%
	Total	460,273	460,273	708,753	64.94%

Precincts Reported: 958 of 958 (100.00%)

Voters Cast: 460,273 of 708,753 (64.94%)

Cards Cast: 460,273

Shall Gavin Newsom be recalled as Governor? (Vote for 1)

Precincts Reported: 958 of 958 (100.00%)

		Total	
Times Cast		460,273 / 708,753	64.94%
Candidate	Party	Total	
No		324,747	71.40%
Yes		130,058	28.60%
Total Votes		454,805	

Candidates to succeed Gavin Newsom if Recalled: (Vote for 1)

Precincts Reported: 958 of 958 (100.00%)

		Total	
Times Cast		460,273 / 708,753	64.94%
Candidate	Party	Total	
LARRY A. ELDER	REP	91,262	37.99%
KEVIN PAFFRATH	DEM	30,696	12.78%
BRANDON M. ROSS	DEM	19,407	8.08%
KEVIN L. FAULCONER	REP	17,165	7.15%
JOHN COX	REP	12,463	5.19%
JACQUELINE MCGOWAN	DEM	9,674	4.03%
DANIEL WATTS	DEM	7,770	3.23%
KEVIN KILEY	REP	7,153	2.98%
JOEL VENTRESCA	DEM	6,857	2.85%
HOLLY L. BAADE	DEM	4,424	1.84%
DAN KAPELOVITZ	GRN	3,605	1.50%
CAITLYN JENNER	REP	3,313	1.38%
JOHN R. DRAKE	DEM	3,068	1.28%
PATRICK KILPATRICK	DEM	2,911	1.21%
ARMANDO "MANDO" PEREZ-SERRATO	DEM	2,422	1.01%
TED GAINES	REP	2,131	0.89%

Candidate	Party	Total	
JEFF HEWITT	LIB	1,925	0.80%
HEATHER COLLINS	GRN	1,336	0.56%
MAJOR SINGH	NPP	1,335	0.56%
MICHAEL LOEBS	NPP	1,161	0.48%
ANGELYNE	NPP	1,027	0.43%
DAVID MOORE	NPP	1,020	0.42%
DAVID LOZANO	REP	821	0.34%
DOUG OSE	REP	707	0.29%
ANTHONY TRIMINO	REP	591	0.25%
STEVE CHAVEZ LODGE	REP	586	0.24%
JENNY RAE LE ROUX	REP	582	0.24%
DENVER STONER	REP	581	0.24%
DENNIS RICHTER	NPP	458	0.19%
SAM L. GALLUCCI	REP	431	0.18%
LEO S. ZACKY	REP	419	0.17%
JAMES G. HANINK	NPP	294	0.12%
DAVID ALEXANDER BRAMANTE	REP	287	0.12%
DIEGO MARTINEZ	REP	286	0.12%
SARAH STEPHENS	REP	270	0.11%
DENIS LUCEY	NPP	214	0.09%
ROBERT C. NEWMAN II	REP	208	0.09%
KEVIN K. KAUL	NPP	203	0.08%
CHAUNCEY "SLIM" KILLENS	REP	189	0.08%
DANIEL MERCURI	REP	160	0.07%
ADAM PAPAGAN	NPP	127	0.05%
DAVID HILLBERG	REP	117	0.05%
RHONDA FURIN	REP	88	0.04%
NICKOLAS WILDSTAR	REP	85	0.04%
JEREMIAH "JEREMY" MARCINIAK	NPP	78	0.03%
JOE M. SYMMON	REP	75	0.03%
Total Votes		240,200	

		Total	
MAJOR WILLIAMS	WRITE-IN	205	0.09%
VIVEK B. MOHAN	WRITE-IN	7	0.00%
MIKI HABRYN	WRITE-IN	5	0.00%
ROXANNE	WRITE-IN	1	0.00%
STACY SMITH	WRITE-IN	0	0.00%
THUY E. HUGENS	WRITE-IN	0	0.00%
VINCE LUNDGREN	WRITE-IN	0	0.00%



Contra Costa County

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

Subject: Approval of Agreement #28-941-1 with California Department of Public Health

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Participation Agreement #28-941-1 with the California Department of Public Health (CDPH), including agreeing to indemnify the State, to participate in the California Public Health Laboratories COVID-19 Initiative to provide molecular analysis complementary to current diagnostic and assessment testing performed in Contra Costa County, for the period from December 1, 2021 through November 30, 2024.

FISCAL IMPACT:

This is a nonfinancial agreement.

BACKGROUND:

This agreement allows the Contra Costa Public Health Department to conduct COVID-19 related investigations and assessments in partnership with CDPH and other partnering counties. Investigation and assessment activities include enhanced laboratory testing for outbreak investigations, contact tracing, determining potential reinfections, control measures in high-risk settings and high-risk populations, coordinating with connected jurisdictions and healthcare systems to improve understanding of transmission among communities, and to better inform public health action to Health and Safety Code section 100325.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Ori Tzvieli, M.D.,
 925-608-5267

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

>On December 8, 2020, the Board of Supervisors approved #28-941 with CDPH to participate in the California Public Health Laboratories COVID-19 Initiative to provide molecular analysis complementary to current diagnostic and assessment testing performed in Contra Costa County, for the period from December 1, 2020 through November 30, 2021.

Approval of Agreement #28-941-1 will allow the County to continue to participate in the California Public Health Laboratories COVID-19 Initiative to provide molecular analysis complementary to current diagnostic and assessment testing, through November 30, 2024. This agreement includes agreeing to indemnify, hold harmless and defend the State for claims arising out of County's performance under this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, COVID-19 transmission investigation will remain based on traditional case investigation methods without support of additional laboratory-derived genetic data from coordinating jurisdictions.

CHILDREN'S IMPACT STATEMENT:

If the agreement is not approved, determining infection transmission point-of origin for children and youth COVID-19 positive cases may be more challenging.



Contra
Costa
County

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

Subject: Terminate Contract #74-524-7 with Kermit Johnson, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to issue a 30-day advance written notice to Kermit Johnson, M.D., a self-employed individual, to terminate Contract #74-524-7 for the provision of outpatient psychiatric services effective at the end of business on December 2, 2021.

FISCAL IMPACT:

This contract was funded as budgeted by the department in FY 2021-22, by 100% Mental Health Realignment funding.

BACKGROUND:

Dr. Johnson has been providing psychiatric services for mentally ill adults in central Contra Costa County, since August 15, 2016.

On July 27, 2021, the Board of Supervisors approved Contract #74-524-6 with Kermit Johnson, M.D., in an amount not to exceed \$279,552, for the provision of outpatient psychiatric services, for the period from August 1, 2021 through July 31, 2022.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

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

By: , Deputy

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval by the Board of Supervisors will allow the Health Services Department to issue a thirty-day advance written notice to the contractor, in accordance with General Conditions, Paragraph 5 (Termination) that the contract is terminated effective at the close of business on December 2, 2021.



Contra
Costa
County

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

Subject: Agreement with the San Ramon Valley Fire Protection District

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an agreement authorizing the San Ramon Valley Fire Protection District to provide emergency ambulance services in the County's Emergency Response Area IV from November 1, 2021, through September 30, 2025.

FISCAL IMPACT:

No anticipated General Fund impact; this is a nonfinancial agreement.

BACKGROUND:

The attached long-term ambulance services agreement would authorize the San Ramon Valley Fire Protection District to provide emergency ambulance services in the County's Emergency Response Area IV from November 1, 2021, through September 30, 2025. Emergency Response Area IV, located in the San Ramon Valley, is one of five ambulance operating areas in Contra Costa County.

The San Ramon Valley Fire Protection District has provided emergency ambulance services in Emergency Response Area IV without interruption since before January 1, 1980. The County and the District entered into the most recent long-term ambulance services contract for

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 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)

Emergency Response Area IV on December 9, 2008. The existing contract with extensions expires October 31, 2021.

Under the attached long-term ambulance services agreement, the District will provide emergency ambulance services as requested by any County-designated public safety dispatch center. The District will provide these services 24 hours a day for the full term of the agreement. The District must staff and equip its ambulances to provide advance life support care, including staffing each ambulance with at least one paramedic and one emergency medical technician (EMT). The agreement establishes response time standards that the District must meet when responding to emergency calls. It also establishes clinical, personnel, vehicle, communications equipment, and other standards that the District must meet.

The County's five ambulance operating areas are "exclusive operating areas" that were established in accordance with Health and Safety Code section 1797.224 (Section 224), a provision of the EMS Act (the "Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act," codified at Health and Safety Code sections 1797 through 1799.207). Under Section 224, a competitive process to select an ambulance provider for an exclusive operating area is not required if the local EMS agency develops or implements a local plan that continues the use of existing providers operating within a local EMS area in the manner and scope in which the services have been provided without interruption since January 1, 1981. Because the District has provided emergency ambulance services in Emergency Response Area IV without interruption since before January 1, 1980, the District is "grandfathered with exclusivity" under Section 224 and a competitive process is not required for this contract.

CONSEQUENCE OF NEGATIVE ACTION:

The County would not have a long-term emergency ambulance services contract for Emergency Response Area IV.



Contra Costa County

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

Subject: Prewett Library Holiday Closures

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to close the Prewett Library in Antioch on Friday, November 26, 2021, and December 20, 21, 22 and 23, 2021, to coincide with the holiday closure of the Antioch Community Center for annual maintenance projects.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Antioch Community Center where the Prewett County Library is located will be closed Friday, November 26, 2021, and Monday-Friday, December 20-24, 2021, to perform a number of annual maintenance projects. The County Librarian is requesting approval to close the Prewett Library on Friday, November 26, 2021 (the day after Thanksgiving) and December 20, 21, 22 and 23, 2021. The library is scheduled to be closed December 24 and 25, 2021, as previously approved by the Board of Supervisors.

Permanent staff will be given the option to work elsewhere in the Library system or to use paid leave accruals during the closure.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/02/2021** ☐ 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: November 2, 2021

Contact: Liz Fuller/(925)
 261-1664

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The presence of library staff will impede the ability of community center staff to perform their annual maintenance projects.