

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

KAREN MITCHOFF, *CHAIR*, 4TH DISTRICT

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

JOHN GIOIA, 1ST DISTRICT

CANDACE ANDERSEN, 2ND DISTRICT

DIANE BURGIS, 3RD 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 **888-278-0254** FOLLOWED BY THE ACCESS CODE **843298#**. 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://ccccounty-us.zoom.us/j/87344719204>. 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
February 1, 2022

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.

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

Officers Assn.; Contra Costa County Defenders Assn.; Contra Costa County Deputy District Attorneys' Assn.; Prof. & Tech. Engineers IFPTE, Local 21; Teamsters Local 856; and all unrepresented employees.

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

1. *Clarence Frazier v. Contra Costa County, et al.*, United States District Court, Northern District of California Case No. 21-cv-2204

C. PUBLIC EMPLOYEE APPOINTMENT

Title: Employment and Human Services Director

Inspirational Thought- *"If you stumble, make it part of the dance."* ~author unknown

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.81 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS

- PR.1** PRESENTATION to honor the Asian and Pacific Islander New Year Celebration. (Supervisor Mitchoff)

DISCUSSION ITEMS

- D.1** ACCEPT update on COVID-19; and PROVIDE direction to staff. (Anna Roth, Health Services Director)
- D.2** HEARING to consider adopting Resolution No. 2022/38 approving and authorizing the Conservation and Development Director, or designee, to execute a Disposition, Development and Loan Agreement between the County and La Loma Rodeo EAH, LLC for the sale of a parcels of real property in Rodeo fronting Willow Avenue, just south of 710 Willow Avenue, Rodeo (APN 357-120-074) for the development of a 67-unit affordable senior housing project with a community space and a loan of \$4,450,000 in Housing Successor Low Moderate Income Housing Funds. (Maureen Toms, Department of Conservation and Development)
- D.3** HEARING to consider adopting Ordinance No. 2022-07, amending the County's Inclusionary Housing Ordinance to be consistent with the State's definitions of low income households and qualifying income limits, and to exempt community care facilities from the County's affordable housing requirements, as recommended by the County Planning Commission. (Amalia Cunningham, Department of Conservation and Development)

D. 4 CONSIDER Consent Items previously removed.

D. 5 PUBLIC COMMENT (2 Minutes/Speaker)

D. 6 CONSIDER reports of Board members.

ADJOURN

CONSENT ITEMS

Road and Transportation

- C. 1** ADOPT Resolution No. 2022/31 accepting as complete the contracted work performed by W. R. Forde Associates, Inc., for the Pinehurst Road Sinkhole and Culvert Repair Project, as recommended by the Public Works Director, Canyon area. (43% Federal/State Emergency Relief Funds, 57% Local Road Funds)
- C. 2** ADOPT Resolution No. 2022/35 to vacate approximately 22,227 square feet of excess Stone Road right of way, and APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute on behalf of the County, a quitclaim deed to quitclaim the County's interest in the former right of way to SDC Delta Coves, LLC, the underlying owner, as recommended by the Public Works Director, Bethel Island area. (100% Applicant Fees)
- C. 3** ADOPT Resolution No. 2022/36 to vacate approximately 6,391 square feet of excess Sandy Lane right of way, and APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute on behalf of the County, a quitclaim deed to quitclaim the County's interest in the former right of way to SDC Delta Coves, LLC, the underlying owner, as recommended by the Public Works Director, Bethel Island area. (100% Applicant Fees)
- C. 4** ADOPT Resolution No. 2022/37 terminating and abandoning an Offer of Dedication of a storm drain easement, as recommended by the Public Works Director, Bethel Island area. (100% Applicant Fees)

Engineering Services

- C. 5** ADOPT Resolution No. 2022/26 accepting completion of private improvements for the Subdivision Agreement and release of cash deposit for faithful performance for minor subdivision MS93-00021, for a project developed by Michael P. Scarpelli, as recommended by the Public Works Director, Diablo area. (100% Developer Fees)
- C. 6** ADOPT Resolution No. 2022/33 approving the Final Map and Subdivision Agreement for subdivision SD17-09467, for a project being developed by Forecast Land Investment, LLC, as recommended by the Public Works Director, Bay Point area. (No fiscal impact)

Special Districts & County Airports

- C. 7** Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the conveyance of an outfall pipeline easement to the City of Brentwood in connection with the City of Brentwood's Wastewater Treatment Plant Expansion Project, as recommended by the Chief Engineer, Brentwood area. (100% Flood Control Zone 1 Funds)
- C. 8** APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to execute on behalf of the Contra Costa Clean Water Program, a contract amendment with Dan Cloak (dba Dan Cloak Environmental Consulting), to increase the payment limit by \$42,000 to a new payment limit of \$802,000 and extend the term from April 18, 2022 through December 31, 2022, for technical assistance in order to maintain compliance with the National Pollutant Discharge Elimination System Permit, Countywide. (100% Stormwater Utility Assessment Funds)
- C. 9** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Frederick Chavez and Bradley Chavez for a south-facing shade hangar at Buchanan Field Airport effective January 16, 2022 in the monthly amount of \$144.00, Pacheco area (District IV).
- C. 10** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute, on behalf of the County, a 50-year ground lease between the County, as Lessor, and Buchanan Field Self Storage, LP, as Tenant, for the lease and development on approximately 4.6 acres located on the northwest corner of Marsh Drive and Solano Avenue at Buchanan Field Airport beginning on February 1, 2022, at an initial annual ground rent of \$50,004, after construction, with annual increases thereafter. (100% Airport Enterprise Fund)
- C. 11** AUTHORIZE the Director of Airports, or designee, to submit an Airport Improvement Program grant application to both the Federal Aviation Administration and the California Department of Transportation-Division of Aeronautics for approximately \$7,400,000 and \$150,000, respectively, to design, purchase, and install replacement airport security equipment at Buchanan Field, and APPROVE and AUTHORIZE the Chair of the Board of Supervisors to sign a Statement of Acceptance with the Federal Aviation Administration for up to \$7,400,000 of grant funds to design, purchase, and install replacement airport security equipment, and APPROVE and AUTHORIZE the Director of Airports, or designee, to sign an acceptance of up to \$150,000 of funds under the California Aid to Airports Program Grant Agreement-Federal AIP Matching Funds grant program to design, purchase and install replacement airport security equipment. (100% Airport Enterprise Funds)

Claims, Collections & Litigation

- C. 12** DENY claims filed by Alishia & Pervis Abbott, AAA Insurance for Zhuandi Deng, JDG, a minor, by and through his Guardian Ad Litem, Eduardo Gutierrez, Anthony Henderson, and Kaitlyn Wilkins. DENY late claim filed by David S. McGillicuddy.

Honors & Proclamations

- C. 13** ADOPT Resolution No. 2022/49 recognizing Antioch's 150th year of incorporation, as recommended by Supervisor Burgis.

Ordinances

- C. 14** ADOPT Ordinance No. 2022-05 amending the County Ordinance Code to exclude from the merit system the new classification of Chief of Administrative Services - Exempt, update section heading, and reorganize existing section, as recommended by the Human Resources Director.
- C. 15** ADOPT Ordinance No. 2022-08 repealing Ordinance Code chapter 62-10, Allocation of Funds for Other Post-Employment Benefits.
- C. 16** ADOPT Ordinance No. 2022-04, amending the Election Campaign Ordinance to revise the limits on individual campaign contributions to supervisorial and non-supervisorial candidates. (Supervisor Karen Mitchoff, Chair)

Hearing Dates

- C. 17** RECEIVE the 2021-2022 property tax administrative cost recovery report of the Auditor-Controller, FIX March 8, 2022 at 9:30 a.m. for a public hearing on the determination of property tax administrative costs, and DIRECT the Clerk of the Board to notify affected local jurisdictions of the public hearing and to prepare and publish the required legal notice and make supporting documentation available for public inspection, as recommended by the County Administrator.

Appointments & Resignations

- C. 18** ACCEPT the resignation of Joaquin Lopez from the Alternate seat on the Alamo Municipal Advisory Council, APPOINT Joaquin Lopez to the Appointee 5 seat for a term ending December 31, 2024, DECLARE a vacancy in the Alternate seat for a term ending December 31, 2024, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Andersen.

- C. 19** DECLARE a vacancy in the At-Large Seat 13 on the Advisory Council on Aging for a term ending on September 30, 2022, and DIRECT the Clerk of the Board to post the vacancy as recommended by the Employment and Human Services Director.
- C. 20** REAPPOINT Jeffrey Jarvis, and Vincent Burgos to the County Service Area P-2A Citizens Advisory Committee for terms ending December 31, 2023, as recommended by Supervisor Andersen.
- C. 21** REAPPOINT Trevor Schnitzius to the City Police Department seat, and Lynn Mackey to the County Office of Education seat on the Juvenile Justice Coordinating Council for terms ending June 30, 2022, as recommended by the County Administrator.
- C. 22** ACCEPT the resignation of James 'Larry' Shields from the Alternate seat on the Alamo Police Services Advisory Committee for a term ending December 31, 2022, APPOINT James 'Larry' Shields to the Appointee 3 Seat for a term ending December 31, 2023, DECLARE a vacancy in the Alternate seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Andersen.
- C. 23** DECLARE a vacancy in the District IV Seat 1 on the Measure X Community Advisory Board for a term ending on April 5, 2023, and DIRECT the Clerk of the Board to post the vacancy.
- C. 24** APPOINT Bill Sullivan to the District IV Seat on the Iron Horse Corridor Management Program Advisory Committee for a term ending January 1, 2023, as recommended by Supervisor Mitchoff.

Appropriation Adjustments

- C. 25** Public Defender's Office (0243): APPROVE Appropriation and Revenue Adjustment No. 5028 authorizing new revenue in the amount of \$750,000 in the Public Defender's Office, for the Re-sentencing Pilot Program, awarded by the California Board of State and Community Corrections. (100% State)
- C. 26** General County Revenue (0005)/Superior Court Programs (0202): ADOPT Appropriations and Revenue Adjustment No. 005029 approving the transfer of funds in the amount of \$1,280,968 from the General Fund Reserve for Audit/Litigation to Trial Court Programs to repay the State Trial Court Improvement and Modernization Fund amounts that were underremitted by the County due to errors in the revenue distribution formulas used during fiscal years 2016/17 through 2019/20.

Personnel Actions

- C. 27** ADOPT Position Adjustment Resolution No. 25848 to transition one Medical Social Worker-Project (represented) position and its incumbent into the Merit System in the Health Services Department. (Cost neutral)
- C. 28** ADOPT Position Adjustment Resolution No. 25884 to cancel one Information Systems Assistant II (represented) position and add one Clerk-Experienced Level (represented) position in the Health Services Department. (Cost savings, Hospital Enterprise Fund I)
- C. 29** ADOPT Position Adjustment Resolution No. 25885 to add one Materiel Manager (represented) position and cancel one Materiel Manager - Project (represented) position in the Health Services Department. (Cost neutral)
- C. 30** ADOPT Position Adjustment Resolution No. 25886 to add one Mental Health Community Support Worker I (represented) position and cancel one Community Health Worker I (represented) position in the Health Services Department. (100% Coronavirus Response and Relief Supplemental Appropriations Act and American Rescue Plan Act)
- C. 31** ADOPT Position Adjustment Resolution No. 25876 to add one Social Services Program Assistant (represented) position and cancel one Social Services Employment Placement Counselor (represented) position in the Workforce Services Bureau of the Employment and Human Services Department. (Cost savings)
- C. 32** ADOPT Position Adjustment Resolution No. 25887 to add 73 represented positions in various classifications in the Behavioral Health Division of the Health Services Department for the Anyone, Anywhere, Anytime (A3) Community Crisis Response Initiative. (100% Measure X)
- C. 33** ADOPT Position Adjustment Resolution No. 25889 to retitle the Leave and ACA Administrator to Leave Program Manager and reallocate position and incumbent on the salary schedule. (100% Benefits Administration Fees)
- C. 34** ADOPT Position Adjustment Resolution No. 25880 to increase the hours of one part-time Board of Supervisors Assistant-Specialist (unrepresented) to full-time and cancel one vacant, part-time Board of Supervisors Assistant-Specialist (unrepresented) in the Board of Supervisors' District II Office. (Cost savings)
- C. 35** ADOPT Position Adjustment Resolution No. 25882 to add one Supervising Capital Facilities Project Manager (represented) position in the Public Works Department - Capital Projects Division.(100% Various Funds)

- C. 36** ADOPT Position Adjustment Resolution No. 25883 to add one (1) Director of Finance – Exempt (ADB6) at salary plan and grade BD5 2566 (\$18,942 – \$26,655) and cancel one (1) Director of Finance – Exempt (ADB6) (position 13532) effective March 31, 2022, as recommended by the County Administrator.
- C. 37** ADOPT Position Adjustment Resolution No. 25888 to add one Clerk - Experienced Level (represented) position in the Veterans Service Office. (100% State)

Leases

- C. 38** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a five-year lease purchase agreement, and a purchase and sale agreement, with Clarence Perry, LLC, for the lease and subsequent purchase by the County of real property located at 2555 El Portal Drive, San Pablo, for use as permanent supportive housing for homeless persons, at an initial rent of \$1,036,800 for the first year, with annual increases thereafter, and an expected purchase price of approximately \$19,100,000. (100% Federal/State)

Grants & Contracts

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

- C. 39** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$500 from the Delta Blues Festival to provide funding for a speaker event at the Antioch Library for the period March 1, 2022 through July 1 2023. (Library Fund, no County match)
- C. 40** APPROVE clarification of Board action of November 23, 2021, Item C.21, which approved and authorized the Sheriff-Coroner, or designee, to apply for and accept a grant from the California Department of Justice, Office of the Attorney General Gun Violence Reduction Program, to change the initial amount from \$1,090,494 to \$332,205 for Fiscal Years 2021-2024 to fund proactive enforcement of unauthorized possession of firearms and ammunition, with no change to the period beginning July 1, 2021 through the end of the grant period. (100% State)
- C. 41** 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 incorporate new 2022 calendar year risk mitigation language with no change to the amount of up to \$317,472,000 payable to the County or term April 1, 2005 through December 31, 2022. (No County match)

- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant amendment from the U.S. Department of Veterans Affairs Northern California Health Care System, to include COVID-19 safety protocol terms, with no change to the amount payable to the County of \$218,781 or the term October 1, 2021 through September 30, 2022 for emergency shelter housing services for homeless veterans in Richmond. (No fiscal impact)
- C. 43** ADOPT Resolution No. 2022/40 to approve and authorize the Employment and Human Services Director, or designee, to execute a revenue contract amendment with California Department of Education to increase the payment limit by \$469,533 to a new payment limit of \$11,562,313 for state preschool services with no change to term July 1, 2021 through June 30, 2022. (100% State)
- C. 44** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement amendment with the California Department of Social Services, effective November 5, 2021, to increase the payment limit by \$3,249,222 to a new payment limit of \$7,536,510 for alternative payment childcare programs operated by the County, with no change to term July 1, 2021, through June 30, 2022. (58% Federal, 42% State)
- C. 45** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement amendment with the California Department of Social Services, effective November 5, 2021, to increase the payment limit by \$225,828 to a new payment limit of \$5,095,734, to provide childcare and development programs (California Work Opportunity and Responsibility to Kids [CalWORKs] Stage 2), with no change to term July 1, 2021, through June 30, 2022. (75% State, 25% Federal)
- C. 46** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept a one-time donation in the amount of \$20,861.86 from Randick, O'Dea, Tooliatos, Vermont and Sargent, LLP, on behalf of Bertino Charitable Trust, to support discretionary expenses for the unfunded needs of children who enter the Contra Costa County Child Welfare system, as recommended by the Employment and Human Services Director. (No County Match)
- C. 47** APPROVE and AUTHORIZE the Contra Costa County Commission on Women and Girls to apply for the Women's Recovery Response Grant from the California Commission on the Status of Women and Girls in an amount not to exceed \$250,000, to provide services to women who have been disproportionately affected economically by the ongoing pandemic for the period March 1, 2022 to February 28, 2023. (100% State)

- C. 48** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement amendment with the California Department of Social Services, effective November 5, 2021, to increase the payment limit by \$182,566 to a new total payment limit of \$4,038,512 for general childcare and development program services, with no change to term July 1, 2021 through June 30, 2022. (66% State, 34% Federal)
- C. 49** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the Alameda-Contra Costa Transit District (AC Transit), to pay the County an amount not to exceed \$14,701,189 to provide law enforcement services for the period January 1, 2022 through December 31, 2026. (100% Alameda - Contra Costa Transit District)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Richmond for its Police Department to pay the County an amount up to \$144,333 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2021 through June 30, 2022. (No County match)

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

- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Data Innovations LLC, in an amount not to exceed \$181,418 for a laboratory instrument management software system and support services for the period from February 1, 2022 through January 31, 2025. (100% Hospital Enterprise Fund I)
- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with The Contra Costa Clubhouses, Inc., to increase the payment limit by \$22,500 to a new payment limit of \$697,842 to provide additional Mental Health Services Act prevention and early intervention services with no change to the term July 1, 2021 through June 30, 2022, and to increase the six-month automatic extension payment limit by \$11,250 to a new payment limit of \$348,921 through December 31, 2022. (100% Mental Health Services Act)
- C. 53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Applied Remedial Services, Inc., to increase the payment limit by \$108,196 to a new payment limit of \$815,252, to provide additional removal and disposal of hazardous waste materials for Contra Costa Regional Medical Center and Contra Costa Health Centers with no change to the term January 1, 2022 through December 31, 2022. (100% Hospital Enterprise Fund I)

- C. 54** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Spike's Produce in an amount not to exceed \$400,000 to provide fresh produce and related items to the County adult detention facilities for the period February 1, 2022 through January 31, 2023.(100% General Fund)
- C. 55** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with ImagingTek, Inc., to extend the term from January 31, 2022 through January 31, 2024 and increase the payment limit by \$120,000 to a new payment limit of \$612,000, for the continuation of document imaging services. (100% Land development fees)
- C. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with NAMI Contra Costa, to increase the payment limit by \$18,540 to a new payment limit of \$636,540 for additional consultation and support to the Family Volunteer Network Program to support Contra Costa County families with a member experiencing severe and persistent mental illness, with no change to the term July 1, 2021 through June 30, 2022. (100% Mental Health Services Agreement -Workforce Education and Training)
- C. 57** AUTHORIZE the Public Works Director, or designee, to advertise for bids for the 2022 Overhead Door Repair and Maintenance Services Contract(s) for maintenance and repairs to overhead doors, mechanical doors, and automated gate systems at various County facilities, Countywide. (100% General Fund)
- C. 58** APPROVE and AUTHORIZE the County Counsel, or designee, to execute on behalf of the County, a contract with Baker & O'Brien, Inc., in an amount not to exceed \$600,000 to provide refining industry analyses in connection with refinery property tax appeals, for the period January 1 through December 31, 2022, as recommended by the County Counsel. (100% General Fund)
- C. 59** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Muhammad Raees, M.D., in an amount not to exceed \$675,000 to provide pulmonary services to Contra Costa Health Plan members and County recipients for the period March 1, 2022 through February 28, 2025. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 60** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Public Health Foundation Enterprises, Inc., to increase the payment limit by \$430,153 to a new payment limit of \$1,576,395 and extend the term end date from January 31, 2022 to June 30, 2022 to continue the COVID-19 Adult Ambassador Program to promote testing and vaccination in underserved areas of the County. (49% Contra Costa County's Employment and Human Services Department, 45% American Rescue Plan Act, 6% Kaiser Permanente)

- C. 61** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with CocoKids, Inc., to increase the payment limit by \$276,234 to a new payment limit of \$1,185,957, to provide additional Emergency Child Care Bridge Program services for foster children, with no change to term July 1, 2021 through June 30, 2022. (86% State, 14% Federal)
- C. 62** APPROVE and AUTHORIZE the County Administrator, or designee, to enter into a contract with the Contra Costa County Historical Society in an amount not to exceed \$276,022 for continued support of the preservation and indexing of historical County records for the period July 1, 2022 through June 30, 2027. (100% General Fund)
- C. 63** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Hobbs Investments, Inc., in an amount not to exceed \$512,000 to provide transportation and courier services for laboratory specimens, transmittals, pharmacy medications and other items to and from County utilized facilities for the period February 1, 2022 through January 31, 2023. (100% Hospital Enterprise Fund I)
- C. 64** APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to execute an Agreement with Attenti US, Inc., in an amount not to exceed \$250,000 for the purchase of electronic home monitoring services, equipment and related products as needed at the Sheriff's Office Custody Alternative Facility for the period December 1, 2021 through November 30, 2022. (100% General Fund)
- C. 65** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Richmond, on behalf of its Fire Department, in an amount not to exceed \$360,335 to maintain a Hazardous Materials Response Unit and a Hazardous Materials Emergency Vehicle for the period July 1, 2021 through June 30, 2022. (100% AB 2185)
- C. 66** APPROVE and AUTHORIZE the Purchasing Agent, or designee to execute, on behalf of the Sheriff-Coroner, a blanket purchase order with National Food Group, Inc., in an amount to not exceed \$350,000, to provide frozen/dry food and related items as needed for the County detention facilities for the period January 1, 2022 through December 31, 2022. (100% General Fund)
- C. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with The Contra Costa Clubhouses, Inc., to increase the payment limit by \$38,719, to a new payment limit of \$1,329,349 for additional community based mental health services for adults with no change in the term of July 1, 2021 through June 30, 2022. (78% Mental Health Services Act, 22% Mental Health Realignment)

- C. 68** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with GE Healthcare Financial Services, LLC, in an amount not to exceed \$892,179 for the lease of a mobile computed tomography scanner for the Contra Costa Regional Medical Center for the period January 13, 2022 through July 31, 2025. (100% Hospital Enterprise Fund I)
- C. 69** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay the San Ramon Valley Fire Protection District \$33,000 for EMS Fire First Responder medical equipment, medical supplies and EMS training, upon approval of the EMS Director for FY 2022-23. (100% Measure H Funds, CSA EM-1, Zone A)
- C. 70** APPROVE and AUTHORIZE the Health Services Director, or designee, for the period of January 1, 2022 through March 31, 2022 to 1) execute contract amendments with A Better Way, Alternative Family Services, Aspiranet, Bay Area Community Resources, Berkeley Youth Alternatives, Center for Psychotherapy, Child Therapy Institute, Community Health for Asian Americans, Contra Costa Youth Services Bureau, Desarrollo Familiar/Familias Unidas, Early Childhood Mental Health, Embrace Mental Health, Fred Finch Youth Center, Hope Solutions, La Cheim, Inc., La Clinica de la Raza, Lincoln Child Center, Mountain Valley Child and Family Services, Paradise Adolescent Homes, Seneca Family of Agencies, We Care Services for Children, VistAbility, Youth Homes and YWCA of Contra Costa County & Sacramento, all community based behavioral health service providers to increase the billing rates by 25%; and 2) execute contract amendments with Bi-Bett, J Cole Recovery Homes, Latino Commission, Ujima Family Recover, and Westcare California, Inc., all substance use disorder residential providers to increase the billing rates by 100%, due to increased administrative and other COVID related service disruption costs, with no change to the contract payment limits or terms; and APPROVE and AUTHORIZE the Health Services Director, or designee, to extend the aforementioned amended contract rate increases for the period April 1, 2022 through June 30, 2022, if the COVID-19 environment has not improved significantly. (100% Realignment and Federal Financial Participation)
- C. 71** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Cepheid, Inc., in an amount not to exceed \$970,190 for the purchase of reagents and supplies for COVID-19 testing for the clinical laboratory at the Contra Costa Regional Medical Center for the period January 15, 2022 through January 14, 2023. (100% Hospital Enterprise Fund I)

Other Actions

- C. 72** RECEIVE the 2021 Annual Report from Pacheco Municipal Advisory Council.

- C. 73** APPROVE the list of providers recommended by the Medical Director and the Health Services Director, and as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services. (No fiscal impact)
- C. 74** ADOPT Resolution No. 2022/41 approving and authorizing the Public Works Director and Conservation and Development Director, or their designees, to apply for and accept grant funding in an amount not to exceed \$695,000 from the Clean California Local Grant Program administered by the California Department of Transportation to augment programs to address illegal dumping and enhance Montalvin Park in Montalvin Manor. (Total Project \$1,390,000, 50% Local Match; Local Match Sources: 64.8% Measure X Funds, 13% Community Development Block Grant Funds, 11.5% Prop 68 Funds, 8.6% Solid Waste Franchise Fees, 1.4% General Fund, 0.7% County Service Area M-17 Funds)
- C. 75** ACCEPT the 2021 Annual Report of the Contra Costa County Advisory Council on Aging as recommended by the Employment and Human Services Director.
- C. 76** ACCEPT the November 2021 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.
- C. 77** APPROVE correction of Board action of September 21, 2021, Item number C.36, which approved and authorized the Employment and Human Services Department, or designee, on behalf of In-Home Supportive Services, Public Authority to execute a contract with CareAcademy.co, Inc. in the amount of \$889 for a subscription agreement for on-line caregiver education; to change the payment limit from \$889 to \$10,659 with no change in the term October 1, 2021 through December 31, 2022. (100% State)
- C. 78** ACCEPT the Equal Employment Opportunity Annual 2020-2021 Outreach and Recruitment Report, as recommended by the Hiring Outreach Oversight Committee.
- C. 79** ACCEPT the 2021 Annual Report from the Advisory Council on Equal Employment Opportunity, as recommended by the Hiring Outreach Oversight Committee.
- C. 80** ACCEPT the updated Advisory Council on Equal Employment Opportunity by-laws to reflect that the County Administrator's Office will recommend represented and unrepresented employees to serve on the council when a vacancy occurs for management seats, as recommended by the Advisory Council on Equal Employment Opportunity.

- C. 81** ACCEPT the Fiscal Year 2021–2022 Community Facilities District Tax Administration Report on County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Management Facilities), as recommended by the Public Works Director, Countywide. (100% Community Facilities District No. 2007-1 Funds)

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 or to clerkoftheboard@cob.cccounty.us.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 655-2000. An assistive listening device is available from the Clerk, First Floor.

Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 655-2000, to make the necessary arrangements.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 1025 Escobar Street, Martinez, California.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 655-2000 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

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

The **Family and Human Services Committee** (Supervisors Diane Burgis and Candace Andersen) meets on the fourth Monday of the month at 9:00 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Finance Committee** (Supervisors John Gioia and Karen Mitchoff) meets on the first Monday of the month at 9:00 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Hiring Outreach Oversight Committee** (Supervisors John Gioia and Federal D. Glover) 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 Diane Burgis and Candace Andersen) 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 Federal D. Glover and Candace Andersen) meets on the fourth Monday of the month at 10:30 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Sustainability Committee** (Supervisors Federal D. Glover and John Gioia) meets on the fourth Monday of the month at 1:00 p.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Diane Burgis and Candace Andersen) meets on the second Monday of the month at 9:00 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

Airports Committee	March 9, 2022	11:00 a.m.	See above
Family & Human Services Committee	February 28, 2022	9:00 a.m.	See above
Finance Committee	February 7, 2022	9:00 a.m.	See above
Hiring Outreach Oversight Committee	March 7, 2022	10:30 a.m.	See above

Internal Operations Committee	February 14, 2022	10:30 a.m.	See above
Legislation Committee	February 14, 2022	1:00 p.m.	See above
Public Protection Committee	February 28, 2022	10:30 a.m.	See above
Sustainability Committee	March 28, 2022	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	February 14, 2022	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

CCCPFD (ConFire) Contra Costa County Fire Protection District

CCHP Contra Costa Health Plan

CCTA Contra Costa Transportation Authority

CCRMC Contra Costa Regional Medical Center

CCWD Contra Costa Water District

CDBG Community Development Block Grant

CFDA Catalog of Federal Domestic Assistance

CEQA California Environmental Quality Act

CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCFPD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Virus
HOME Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households
HOPWA Housing Opportunities for Persons with AIDS Program
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IHSS In-Home Supportive Services
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
LVN Licensed Vocational Nurse
MAC Municipal Advisory Council

MBE Minority Business Enterprise
M.D. Medical Doctor
M.F.T. Marriage and Family Therapist
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
OB-GYN Obstetrics and Gynecology
O.D. Doctor of Optometry
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
ORJ Office of Reentry and Justice
OSHA Occupational Safety and Health Administration
PACE Property Assessed Clean Energy
PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
Psy.D. Doctor of Psychology
RDA Redevelopment Agency
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
RN Registered Nurse
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCHD West Contra Costa Healthcare District
WCCTAC West Contra Costa Transportation Advisory Committee



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 1, 2022

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: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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: John Kopchik, Director, Conservation & Development Department
Date: February 1, 2022

Subject: Disposition, Development and Loan Agreement – Rodeo Senior Housing - Phase 2

RECOMMENDATION(S):

1. OPEN public hearing, RECEIVE testimony, and CLOSE public hearing.
2. ADOPT Resolution No. 2022/38 approving and authorizing the Director of Conservation and Development to execute a Disposition Development and Loan Agreement (DDLA) between the County and La Loma Rodeo EAH, LLC., (the "Borrower") for the sale of real property in Rodeo fronting the north side of Willow Avenue, between 710 Willow Avenue and the I-80 westbound on-ramp, to the Borrower for the development of 67 high-density senior residential units and a community space, and the loans of \$4,450,000 in Housing Successor Low Moderate Income Housing Funds (LMIHF).
3. APPROVE and AUTHORIZE the Conservation and Development Director to execute various legal documents in connection with the loan and grant, including the DDLA, Predevelopment Component Promissory Note and Assignment of Collateral Documents.
4. FIND that the actions related to the adoption of the resolution are within the scope of the Mitigated Negative Declaration previously prepared and adopted by the County under the California Environmental Quality Act for the General Plan Amendment #18-0007, and that no new environmental analysis is necessary.
5. AUTHORIZE staff to file a Notice of Determination with County Clerk and pay the filing fee.

FISCAL IMPACT:

There is no impact on the County's General Fund. The property is a housing asset under Health and Safety Code section 34176 and was acquired using the former Contra Costa County Redevelopment Agency's Low and Moderate Income Housing Fund (LMIHF). The total County cost is anticipated to be \$4,450,000 from the LMIHF. The financing and other terms of the proposed disposition of the County housing asset are fully described in the attached "Summary 33433 Report".

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Maureen Toms, 925-655-2895

By: , Deputy

cc:

BACKGROUND:

The recommended action is the adoption of a resolution by the Board to sell Housing Successor owned property, make a loan to La Loma Rodeo EAH, LLC. of LMIHF for the development of Rodeo Senior Phase 2 apartments in Rodeo, and to inform the public of these actions through a document known as the "33433 Summary Report." The development includes the disposition of Housing Successor owned property in Rodeo fronting the north side of Willow Avenue, between 710 Willow Avenue and the I-80 westbound on-ramp, and the development of 67 high-density senior residential units and a community space (the "Project").

The Property is an undeveloped .98-acre portion of a 2.11-acre parcel acquired in the late 1990's by the former redevelopment agency (Former Agency). A 2.11-acre site was subdivided into two parcels, to develop the northern parcel into a 50-unit senior housing project, known as the Rodeo Gateway Apartments. The Developer owns and manages the adjacent 50-unit Rodeo Gateway Apartments. The remaining vacant .98-acre parcel to the south is the subject of this DDLA. The County, as housing successor, is charged with continuing to implement the affordable housing objectives of the former redevelopment agency. County staff analyzed the potential uses of the Property and determined that the Property is suitable for development of affordable housing. The County intends to convey the property to the developer under the terms of the DDLA and provide a loan for the land purchase, predevelopment, and construction of the development. The sales proceeds generated from the disposition of the Property will be paid over time and used by the County to fund affordable housing objectives of the former redevelopment agency, in compliance with Health and Safety Code Section 34176.1.

Former Agency acquired the Property using the Former Agency's low and moderate housing fund, which was established pursuant to Health and Safety Code Section 33334.2. As such, the Property has been identified as a "housing asset" pursuant to Health and Safety Code Section 34176. The Oversight Board of the Contra Costa County Successor Agency and the California Department of Finance have approved such identification and the Property was transferred to the County for development as affordable housing. Under Health and Safety Code Section 34176, all rights, powers, duties, obligations, and housing assets (as defined in Section 34176(e)) transfer to the entity that retains the housing assets and functions previously performed by the Former Agency, which in this instance is the County.

Under Health and Safety Code section 33334.2 and section 34176.1, the housing assets must be used for the purposes of increasing, improving, and preserving the community's supply of low- and moderate-income housing available at affordable housing cost, as defined by Section 50052.5, to persons and families of low or moderate income, as defined in Section 50093, lower income household. Under Health and Safety Code section 33430, the Housing Successor may for the purposes of redevelopment, sell, lease, exchange, subdivide, transfer, assign, pledge, encumber, or otherwise dispose of any real or personal property or any interest in property. In addition, under Health and Safety Code Section 34176.1(e), the County has both the authority and obligation to dispose of real property acquired using moneys from the Former Agency's Low and Moderate Income Housing Fund within five years of the date it acquires the property interest in the housing asset.

The DDLA provides for the conveyance of certain real property and the construction of the Project provided certain conditions are met. The DDLA provides La Loma Rodeo EAH, LLC. with site control prior to the submittal of various funding applications. The DDLA also provides the allocation of funds for pre-development activities. Developer desires to borrow Four Million Four Hundred Forty Five Thousand Dollars (\$4,450,000) from the County (the "Loan") to assist in the purchase of the Property and construction of the Improvements. The Loan consists of Nine Hundred Eighty Thousand Dollars (\$980,000) of seller carry-back funds (the "Seller Carry-Back Component"); One Million Dollars (\$1,000,000) to fund predevelopment costs (the "Predevelopment Component"); Two Million twenty Thousand Dollars (\$2,020,000) to fund construction of housing units, and Four Hundred Fifty Thousand Dollars (\$450,000) to fund construction of the Community Improvements (the "Community Component"). The County, as housing successor to the Former Agency, has LMIHFs which must be used in compliance with the Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.) as amended by California Health and Safety Code Section 34176.1. Section 33433 of the Health and Safety Code requires the County to hold a public hearing prior to approving the sale of property acquired with former Redevelopment Agency funds.

The close of escrow is expected to occur in 2023. Implementation of the DDLA will provide 67 new residential units for seniors, thereby contributing to the community's supply of housing affordable to very low- and low-income senior households. The project allows the County, as Housing Successor, to fulfill its legal obligation for affordable housing production, dispose of housing assets and use funds from the LMIHF. The proposal also directs staff to enter into a separate agreement for the minimum 1,250 sq. ft. community space.

County legal documents for the Housing Successor include the DDLA, a promissory note, a deed of trust and security agreement, and a regulatory agreement. The loan will have a three percent interest rate and 55-year term, which is typical for these types of loans. There may be some annual loan payments if the project has surplus cash flow. Otherwise, the loan is deferred for 55 years. The loan documents are attached in their substantially final form and will be executed in a form approved by County Counsel.

In 2019, the State Legislature adopted amendments to the Surplus Lands Act under Assembly Bill 1486. Under Government Code §54266, "No provision of this Article 8 [or the Surplus Lands Act] shall be applied when it conflicts with any other provisions of statutory law." The transfer of the Property is subject to the legislated requirements under Health and Safety Code Section 33334.2, 34176.1, 333430, and 33433, which collectively conflict directly with the terms of the Surplus Lands Act Government Code §54220 et. seq., as amended by State Assembly Bill 1486.

Pursuant to California Government Code §54221(b)(1), the County is nonetheless declaring the Property exempt surplus land. Under Government Code §54221(f)(1)(A) "exempt surplus land" is defined to include land that is transferred pursuant to Government Code §25539.4. In this instance, the County has authority to transfer the Property as contemplated in the DDLA because, as required under Government Code Section 25539.4, the County is authorized to use the Property to provide housing affordable to persons of low or moderate income because: (a) not less than 80% of the area of the real property will be used for the development of housing; (b) more than 40% of the units developed on the Property will be affordable to households with incomes equal to or below 75% of the Area Median Income (AMI); and (c) the property will be subject to recorded regulatory agreement binding the Developer and their successors in interest

to ensure that the dwelling units produced for persons and families of low or moderate income at the Property will be restricted to remain continually affordable to those persons and families for not less than 55 years. In this instance, 97% of the Property will be used for affordable housing and the County intends to record a regulatory agreement ensuring that not less than 31 units (or 47% of the units) to be constructed at the Property) will be made available to households with annual incomes at or below 30% of AMI.

CEQA

The actions related to the adoption of the resolution are within the scope of the Mitigated Negative Declaration adopted by the County on November 19, 2019 under the California Environmental Quality Act for the General Plan Amendment #18-0007, and no new environmental analysis is necessary.

CONSEQUENCE OF NEGATIVE ACTION:

If the DDLA is not approved, the project will not proceed.

ATTACHMENTS

Resolution 2022/38

Disposition Development and Loan Agreement

H&S Code 33433 Summary Report

Predevelopment Promissory Note

Predevelopment Component Assignment

Adopted Mitigated Negative Declaration

Mitigation Monitoring Program

Form-Promissory Note

Form of Memo DDLA

Form of Housing-Reg. Agreement

Form of Grant Deed

Form of Notice Afford. Restrictions

Form of County Deed of Trust

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

Adopted this Resolution on 02/01/2022 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2022/38

IN THE MATTER OF AUTHORIZING EXECUTION OF A DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT BY AND BETWEEN THE COUNTY AND LA LOMA RODEO EAH, LLC. AND MAKING FINDINGS AND APPROVALS PURSUANT TO THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW, FOR THE SALE OF PROPERTY TO LA LOMA RODEO EAH, LLC. AND THE DEVELOPMENT OF THE RODEO GATEWAY SENIOR-PHASE 2 DEVELOPMENT, WITH 67 HIGH-DENSITY SENIOR RESIDENTIAL UNITS AND A MINIMUM OF 1,250 SQUARE FEET OF COMMUNITY SPACE IN THE RODEO AREA.

WHEREAS, the Board of Supervisors (the "Board") of the County of Contra Costa (the "County") adopted the Rodeo Redevelopment Plan for the Rodeo Redevelopment Project Area by Ordinance No. 90-50, adopted on July 10, 1990, as amended by Ordinance No. 94-66, adopted on December 6, 1994, as amended by Ordinance No. 99-08, adopted on February 23, 1999, as amended by Ordinance No. 2002-16, adopted May 21, 2002, and as further amended by Ordinance No. 2007-25, adopted on June 5, 2007, which sets forth a plan for redevelopment of the Rodeo Redevelopment Project Area.

WHEREAS, the Contra Costa County Redevelopment Agency (the "Former Agency") purchased property fronting the north side of Willow Avenue, between 710 Willow Avenue and the I-80 westbound on-ramp in Rodeo, as more particularly described in Exhibit A (the "Property") using the Former Agency's low and moderate housing fund, which was established pursuant to Health and Safety Code Section 33334.2.

WHEREAS, the County has succeeded to the housing assets of the Former Agency in accordance with Health and Safety Code Section 34176 and the Property has been identified as a "housing asset" pursuant to Health and Safety Code Section 34176.

WHEREAS the County and La Loma Rodeo EAH, LLC. propose to enter into a Disposition and Development and Loan Agreement (the "DDLA") governing the transfer and redevelopment of the Property through the construction of with 67 high-density senior residential units affordable to very low- and low-income persons and a minimum of 1,250 square feet of community space on the Property (the "Development").

WHEREAS, under the DDLA, the County would sell the Property to La Loma Rodeo EAH, LLC. for a purchase price Nine Hundred Eighty Thousand Dollars (\$980,000) or such price as is determined to be the fair market value of the Property established by an analysis of sales of comparable properties and an updated appraisal (the "Purchase Price"), which would be paid at the time of transfer. ").

WHEREAS, the County has established a Low- and Moderate-Income Housing Asset Fund (the "Housing Fund") pursuant to Health and Safety Code Sections 34176 and the Developer intends to finance the cost of the Development with public and private sources, as more particularly described in Section V of the Section 33433 Summary Report (defined below).

WHEREAS, the parties anticipate that the County and La Loma Rodeo EAH, LLC. will enter into a loan agreement for a loan of Housing Successor funds in the amount of \$4,450,000 (the "County Loan"), which includes the Purchase Price plus predevelopment (\$1,000,000), housing construction (\$2,020,000) and community room construction (\$450,000) which will serve the purpose of Health and Safety Code Section 33334.2, providing a benefit to the Project Area, by assisting in the development of affordable housing for persons living and/or working in the Project Area, and serve major goals and objectives of the Redevelopment Plan by improving and increasing the supply of housing available at affordable housing cost in the community, thereby decreasing the market pressure on the supply of affordable housing in the community and the Project Area.

WHEREAS, the County has placed on file a copy of the DDLA and summary called for in Health and Safety Code Section 33433 (the "33433 Summary Report"), and has made the DDLA and the 33433 Summary Report available for public inspection

and copying pursuant Summary Report.

WHEREAS, the County desires to approve the 33433 Summary Report, which indicates that the cost of the Development to the County is \$4,450,000 with a net cost of \$3,855,111 after the deduction of the net present value of loan repayments.

WHEREAS, under Government Code §54266, no provision of the Surplus Lands Act] shall be applied when it conflicts with any other provisions of statutory law.”

WHEREAS, the transfer of the Property is subject to the legislated requirements under Health and Safety Code Section 33334.2, 34176.1, 333430, and 33433, which authorize and require the transfer of the Property, a housing asset, for affordable housing and collectively conflict directly with the terms of the Surplus Lands Act Government Code §54220 et. seq., as amended by State Assembly Bill 1486.

WHEREAS, pursuant to California Government Code §54221(b)(1), the County is nonetheless declaring the Property exempt surplus land. Under Government Code §54221(f)(1)(A) “exempt surplus land” is defined to include land that is transferred pursuant to Government Code §25539.4. In this instance, the County has authority to transfer the Property as contemplated in the DDLA because the Property will be sold for the development of affordable housing consistent with the requirements set forth under Government Code Section 25539.4.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors finds that the above recitals are true and correct and have served, together with the 33433 Summary Report and the board order as the basis for the findings and approvals set forth below.

BE IT FURTHER RESOVLED, that the County Board of Supervisors find that the requirements of Health and Safety Code Section 33334.2, 34176.1, 333430, and 33433 supersede the Surplus Lands Act, due to the non-exhaustive list of conflicts summarized the Staff Report accompanying this Resolution and incorporated into this Resolution by this reference (the “Staff Report”) which collectively result in the Surplus Lands Act being made inapplicable under Government Code §54266.

BE IT FURTHER RESOLVED that notwithstanding the conflict with Health and Safety Code Section 33334.2, 34176.1, 333430, and 33433, the County Board of Supervisors is nonetheless declaring the Property exempt surplus land under Government Code §54234(a) and under §54221(b)(1) making the specified findings below.

BE IT FURTHER RESOLVED that the County Board of Supervisors finds and declares that the Property is exempt surplus land under Government Code §54234(a) because the transfer is being made pursuant to Government Code §25539.4.

BE IT FURTHER RESOLVED that the Board of Supervisors directs the County staff to transmit a copy of this Resolution to the California Department of Housing and Community Development no later than thirty (30) days prior to the disposition of the Property.

BE IT FURTHER RESOLVED, pursuant to Health and Safety Code Section 33433, the Board of Supervisors hereby finds that the consideration to be given by the Developer under the DDLA is not less than the fair market value of the Property. This finding is based on the facts and analysis set forth in the Staff Report and the Section 33433 Summary accompanying this Resolution.

BE IT FURTHER RESOLVED, pursuant to Health and Safety Code Section 33433, the Board of Supervisors hereby finds that the conveyance of the Property pursuant to the DDLA will assist in the elimination of blight in the Project Area, will provide housing for very low- and low-income persons, and is consistent with the implementation plan adopted pursuant to Section 33490 of the Redevelopment Law. These findings are based on the facts and analysis set forth in the Section 33433 Summary and the board order accompanying this Resolution, which may be briefly synopsized as follows: the sale of the Property to the Developer and construction of the Development pursuant to the DDLA will provide 67 units of needed affordable housing to the community and eliminate the blighted conditions of the Property as the property is currently vacant. Construction of the Development will create attractive, quality, and affordable housing designed to complement the surrounding developed area.

BE IT FURTHER RESOLVED, pursuant to Health and Safety Code Section 33433, the Board of Supervisors hereby approves the DDLA and the 33433 Summary Report, in substantially the form on file with the Clerk of the Board, and all ancillary documents; approves execution by the Director, Department of Conservation and Development of the DDLA and all ancillary documents in substantially the form on file with the Clerk of the Board of Supervisors, and subject to approval by the CAO and approval as to form by County Counsel, in case there are further edits before it is final, and approves the sale of the Property as contemplated in the provisions of the DDLA. These documents may be found at the office of the Department of Conservation and Development at 30 Muir Road, Martinez, CA 94553.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect from and after its passage.

I hereby certify that this 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: Maureen Toms, 925-655-2895

ATTESTED: February 1, 2022

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

By: , Deputy

cc:

DISPOSITION, DEVELOPMENT, AND LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

LA LOMA RODEO EAH, LLC

LaLoma Rodeo Gateway II Project

dated _____, 2022

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DISPOSITION, DEVELOPMENT, AND LOAN AGREEMENT
LaLoma Rodeo Gateway II Project

This Disposition, Development, and Loan Agreement (the "Agreement") is dated _____, 2022, and is between the County of Contra Costa, a political subdivision of the State of California (the "County") and La Loma Rodeo EAH, LLC, a California limited liability company ("Developer").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has succeeded to the housing assets of the former Contra Costa County Redevelopment Agency (the "Former Agency") in accordance with California Health and Safety Code Section 34176. In its capacity as housing successor, the County owns approximately 0.98 acres of real property, located near Willow Avenue and San Pablo Avenue in Rodeo, California, as more particularly described in Exhibit A attached to and incorporated into this Agreement (the "Property"). The Property is located within the Rodeo Redevelopment Project Area (the "Project Area").

C. The Property has been identified as a "housing asset" pursuant to California Health and Safety Code Section 34176. The Oversight Board of the Contra Costa County Successor Agency and the California Department of Finance have approved such identification. The Former Agency acquired the Property using the Former Agency's low and moderate housing fund, which was established pursuant to California Health and Safety Code Section 33334.2.

D. The County and Developer entered into an Exclusive Negotiating Rights Agreement dated November 12, 2019 (the "ENRA") pursuant to which the County and Developer began preliminary negotiations of this Agreement.

E. In order to allow Developer to obtain control of the Property for funding application purposes, the County and Developer entered into an Option Agreement dated November 1, 2020 (the "Option Agreement"), pursuant to which the County granted Developer the exclusive right and option to purchase the Property. The Option Agreement will terminate upon the execution of this Agreement.

F. Developer has proposed to develop the Property into approximately sixty-seven (67) units of housing for low-income seniors (the "Housing Improvements"), and a senior community room big enough to meet the needs of a senior nutrition program (the "Community Improvements") (collectively, the "Development"). The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements." A conceptual site plan of the Development showing the tentative layout of the Improvements on the Property is attached to this Agreement as Exhibit B (the "Conceptual Site Plan").

G. Developer's construction and operation of the Improvements is not financially feasible without financial assistance from the County. Developer acknowledges and agrees that the construction of the Community Improvement and the lease of the Community Improvements to the County are material terms of this Agreement.

H. Developer desires to borrow Four Million Four Hundred Fifty Thousand Dollars (\$4,450,000) from the County (the "Loan") to assist in the purchase of the Property and construction of the Improvements. The Loan consists of Nine Hundred Eighty Thousand 00/100 Dollars (\$980,000) of seller carry-back funds (the "Seller Carry-Back Component"); One Million Dollars (\$1,000,000) to fund predevelopment costs (the "Predevelopment Component"); and Two Million Twenty Thousand Dollars (\$2,020,000) to fund construction of the Improvements (the "Construction Component"), Four Hundred Fifty Thousand Dollars (\$450,000) of which Construction Component is to fund construction of the Community Improvements and the Tenant Improvements (the "Community Component"). The County, as housing successor to the Former Agency, has Low and Moderate Income Housing Asset Funds which must be used in compliance with the Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.) as amended by California Health and Safety Code Section 34176.1.

I. The Loan is evidenced by this Agreement, the Notes, the Collateral Assignment Agreement, the Regulatory Agreement, and the Notice of Affordability Restrictions, and is secured by the Deed of Trust.

J. The County has prepared the report required by, and has conducted a public hearing pursuant to, California Health and Safety Code Section 33433 with respect to the sale of the Property to Developer for redevelopment of the Property; and the County has made the findings required pursuant to California Health and Safety Code Section 33433 with respect to such sale. The County intends to convey the Property in its capacity as housing successor and as permitted under Health and Safety Code Section 33433.

K. Pursuant to the California Environmental Quality Act (Public Resource Code Section 21000 et seq.), and its implementing regulations ("CEQA"), the County adopted a Mitigated Negative Declaration November 19, 2019.

The Parties therefore agree as follows:

AGREEMENT

ARTICLE 1

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 5.9(a).
- (b) "Agreement" means this Disposition, Development, and Loan Agreement.

(c) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Housing Improvements:

(i) property taxes and assessments imposed on the Housing Improvements;

(ii) debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Housing Improvements) on Approved Financing for the Housing Improvements;

(iii) on-site service provider fees for tenant social services, provided the County has approved, in writing, the plan and budget for such services before such services begin;

(iv) property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County;

(v) fees for accounting, audit, and legal services incurred in the asset management of the Housing Improvements, not to exceed amounts that are standard in the industry;

(vi) premiums for insurance required for the Housing Improvements to satisfy the requirements of any lender of Approved Financing;

(vii) utility services not paid for directly by tenants, including water, sewer, and trash collection;

(viii) maintenance and repair expenses and services;

(ix) any annual license or certificate of occupancy fees required for operation of the Housing Improvements;

(x) security services;

(xi) advertising and marketing;

(xii) cash deposited into the Replacement Reserve Account in the amount set forth in Section 6.1(a);

(xiii) cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 6.1(b) (excluding amounts deposited to initially capitalize the account);

(xiv) extraordinary operating costs specifically approved in writing by the County;

(xv) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(d) "Annual Payment" has the meaning set forth in Section 3.5(a).

(e) "Appraisal" means that certain appraisal of the Property dated January 15, 2020, prepared by Joseph J. Blake and Associates, Inc.

(f) "Approved Financing" means all of the loans, grants and equity obtained by Developer and approved by the County for the purpose of financing the construction of the Improvements.

(g) "CEQA" has the meaning set forth in Paragraph K of the Recitals.

(h) "Certificate of Completion" means the certificate to be issued by the County pursuant to Section 5.5 of this Agreement, or comparable County sign-off on the completion of construction of the Improvements.

(i) "Close of Escrow" means the date the Grant Deed and the Memorandum of DDLA are recorded against the Property.

(j) "Collateral" means and includes all right, title, interest, claims and demands of Developer in and to the Collateral Documents, including contract rights and general intangibles, now existing or hereafter arising; and all amendments, substitutions for, and proceeds thereof, including, without limitation, insurance and similar payments.

(k) "Collateral Assignment Agreement" means the Assignment of Collateral Documents pursuant to which Developer assigns to the County its rights, title, and interest in, to and under the Collateral Documents, in a form provided by the County.

(l) "Collateral Documents" means all contracts, architectural and engineering plans and specifications, reports, approvals, and any other information related to the development of the Property obtained by Developer as further identified in the Collateral Assignment Agreement.

(m) "Commencement of Construction" has the meaning set forth in Section 5.3.

(n) "Community Component" has the meaning set forth in Paragraph H of the Recitals.

(o) "Community Improvements" has the meaning set forth in Paragraph F of

the Recitals.

(p) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the County to certify that the Improvements may be legally occupied.

(q) "Conceptual Site Plan" has the meaning set forth in Paragraph F of the Recitals and is attached to this Agreement as Exhibit B.

(r) "Construction Component" has the meaning set forth in Recital H.

(s) "Construction Note" means the promissory note that evidences Developer's obligation to repay the Construction Component in a form provided by the County.

(t) "Construction Plans" means all construction documentation upon which Developer and Developer's contractor rely in constructing the Improvements (including landscaping, parking and common areas) including, but not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications.

(u) "County" has the meaning set forth in the first paragraph of this Agreement.

(v) "County-Assisted Units" means the units in the Development assisted by the County and regulated pursuant to the Regulatory Agreement.

(w) "County Documents" means this Agreement, the Memorandum of DDLA, the Grant Deed, the Notes, Collateral Assignment Agreement, the Regulatory Agreement, the Notice of Affordability Restrictions, the Deed of Trust, and the Lease.

(x) "County Local Prevailing Wage Requirement" has the meaning set forth in Section 5.8(b).

(y) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing to be executed by Developer, as Trustor, for the benefit of the County as beneficiary, in a form provided by the County, that will encumber the Property to secure repayment of the Loan and performance of the covenants of the County Documents.

(z) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(aa) "Design Development Documents" means drawings, specifications and other documents that fix and describe the size, quality, and character of the Improvements as to architectural, basic structural and mechanical features and systems and that include a schematic design, a detailed site plan, floor plans, elevations, complete drawings with structural dimensions, materials, colors and other features.

(bb) "Developer" has the meaning set forth in the first paragraph of this Agreement and its successors and assigns.

(cc) "Development" has the meaning set forth in Paragraph F of the Recitals.

(dd) "Development Budget" means the proforma development budget, including sources and uses of funds, as approved by the County, pursuant to Section 4.5, for the construction and operation of the Improvements.

(ee) "ENRA" has the meaning set forth in Paragraph D of the Recitals.

(ff) "Escrow" means the escrow established with the Title Company for the purpose of conveying the Property from the County to the Developer.

(gg) "Event of Default" has the meaning set forth in Section 8.2.

(hh) "Financing Plan" means Developer's current plan for financing the construction and operation of the Improvements attached to this Agreement as Exhibit C.

(ii) "Former Agency" has the meaning set forth in Paragraph B of the Recitals.

(jj) "Grant Deed" means the grant deed by which the County conveys the Property to Developer, in a form provided by the County.

(kk) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Housing Improvements. Gross Revenue includes, but is not limited to:

- (i) all rents, fees and charges paid by tenants;
- (ii) Section 8 payments and other rental or operating subsidy payments received for the dwelling units;
- (iii) deposits forfeited by tenants;
- (iv) all cancellation fees;
- (v) price index adjustments and any other rental adjustments to leases or rental agreements;
- (vi) net proceeds from vending and laundry room machines;
- (vii) the proceeds of business interruption or similar insurance not paid to Senior Lenders;
- (viii) the proceeds of casualty insurance not used to rebuild the Development and not paid to Senior Lenders; and
- (ix) condemnation awards for a taking of part or all of the Development for a temporary period and not paid to Senior Lenders.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(ll) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(mm) "Hazardous Materials Claims" means with respect to the Property (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Developer or the Property pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Developer or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(nn) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(oo) "Housing Improvements" has the meaning set forth in Paragraph F of the Recitals.

(pp) "Improvements" has the meaning set forth in Paragraph F of the Recitals.

(qq) "Land Use Approvals" means the permits and approvals necessary for the development of the Improvements on the Property, including, but not limited to, overall design and architectural review, general plan amendment and rezoning to the extent applicable, and environmental review.

(rr) "Lease" means the lease between the County and Developer under which the County leases the Community Improvements from Developer, and which describes the size and configuration of the Community Improvements and the Tenant Improvements to be constructed by Developer.

(ss) "Lenders' Share of Residual Receipts" means seventy-five percent (75%) of Residual Receipts.

(tt) "Loan" has the meaning set forth in Paragraph H of the Recitals.

(uu) "Memorandum of DDLA" means the Memorandum of Disposition, Development, and Loan Agreement, in a form provided by the County, to be recorded against the Property at Close of Escrow.

(vv) "Memorandum of Lease" means the Memorandum of Lease, in a form provided by the County, to be recorded against the Property at Close of Escrow.

(ww) "Notes" means collectively, the Seller Carry-Back Note, the Predevelopment Note, and the Construction Note.

(xx) "Notice of Affordability Restrictions" means the Notice of Affordability Restrictions on Transfer of Property to be executed between the County and Developer, in a form provided by the County, to be recorded against the Property that restricts the development and operation of the Property to affordable housing.

(yy) "Operating Reserve Account" has the meaning set forth in Section 6.1(b).

(zz) "Option Agreement" has the meaning set forth in Recital E.

(aaa) "Option to Purchase" has the meaning set forth in Section 8.5(a).

(bbb) "Partnership" has the meaning set forth in Section 6.11(d).

(ccc) "Parties" means the County and Developer.

(ddd) "Predevelopment Budget" means the budget, including sources and uses of funds to fund the Predevelopment Obligations showing the percentage to be funded by the Predevelopment Component, as approved by the County, and attached hereto and incorporated herein as Exhibit E.

(eee) "Predevelopment Component" has the meaning set forth in Recital H.

(fff) "Predevelopment Costs" means the cost of performing the Predevelopment Obligations as shown in the Predevelopment Budget.

(ggg) "Predevelopment Note" means the promissory note that evidences Developer's obligation to repay the Predevelopment Component in a form provided by the County.

(hhh) "Predevelopment Obligation(s)" has the meaning set forth in Section 4.1 below.

(iii) "Project Area" has the meaning set forth in Paragraph B of the Recitals.

(jjj) "Property" has the meaning set forth in Paragraph B of the Recitals.

(kkk) "Purchase Price" has the meaning set forth in Section 2.3.

(III) "Redevelopment Plan" means the redevelopment plan entitled "Redevelopment Plan for the Rodeo Redevelopment Project Area," as adopted by the Board of Supervisors of the County by Ordinance No. 90-50 on July 10, 1990, as amended from time to time.

(mmm) "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants to be executed between the County and Developer, in the form provided by the County, evidencing County requirements applicable to the Loan, to be recorded against the Property.

(nnn) "Released Parties" has the meaning set forth in 2.7(e).

(ooo) "Replacement Reserve Account" has the meaning set forth in Section 6.1(a).

(ppp) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(qqq) "RFP" has the meaning set forth in Paragraph D of the Recitals.

(rrr) "Schedule of Performance" means the schedule for performance of the Predevelopment Obligations that is attached as Exhibit D, as such may be modified pursuant to Section 4.1 below.

(sss) "Security Financing Interest" has the meaning set forth in Section 9.1.

(ttt) "Security Financing Interest Assignment" has the meaning set forth in Section 9.4.

(uuu) "Seller Carry-Back Component" has the meaning set forth in Recital H.

(vvv) "Seller Carry-Back Note" means the promissory note that evidences Developer's obligation to repay the Seller Carry-Back Component in a form provided by the County.

(www) "Senior Loan" means an Approved Financing that is secured by an encumbrance on the Property that is senior to the County Documents and has been approved by the County pursuant to Section 3.4.

(xxx) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(yyy) "TCAC" means the California Tax Credit Allocation Committee.

(zzz) "Tenant Improvements" means the specific improvements to be made to the Community Improvements to customize the Community Improvements to the County's intended use, including, but not limited to, the configuration of the community room, including the kitchen and rest rooms, kitchen appliances, lighting, plumbing, accessibility, flooring grade and color, and paint colors.

(aaaa) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh

(57th) anniversary of this Agreement.

(bbbb) "Termination Notice" has the meaning set forth in Section 8.1(b).

(cccc) "Title Company" means the title company selected by the County to process the sale of the Property.

(dddd) "Title Report" means a preliminary title report to be issued by the Title Company for the Property.

(eeee) "Transfer" has the meaning set forth in Section 6.11.

Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Conceptual Site Plan
Exhibit C: Financing Plan
Exhibit D: Schedule of Performance
Exhibit E: Predevelopment Budget

ARTICLE 2 DISPOSITION OF PROPERTY

Section 2.1 Purchase and Sale.

Provided the closing conditions set forth in Section 2.4 have been satisfied and Developer has satisfied the Predevelopment Obligations, the County will sell to Developer, and Developer will purchase from the County, the Property pursuant to the terms, covenants, and conditions of this Agreement and the Grant Deed.

Section 2.2 Purchase Price.

(a) Developer shall purchase the Property for fair market value as determined by the Appraisal. The Purchase Price of the Property is also based on the analysis set forth in the summary report prepared by the County pursuant to California Health and Safety Code Section 33433. At the time of execution of this Agreement, the fair market value of the Property as determined by the Appraisal is Nine Hundred Eighty Thousand 00/100 Dollars (\$980,000.00) Dollars (the "Purchase Price"). The Purchase Price is subject to increase if an update to the Appraisal determines that the fair market value of the Property is higher than Nine Hundred Eighty Thousand 00/100 Dollars (\$980,000.00) Dollars.

(b) Payment of the Purchase Price will be evidenced by the execution of the Seller Carry-Back Component Note by Developer and recordation of the Deed of Trust.

Section 2.3 Opening Escrow.

To accomplish the conveyance of the Property from the County to Developer, the Parties will establish the Escrow with the Title Company. The Parties will execute and deliver all written instructions to the Title Company to accomplish Close of Escrow, which instructions must be consistent with this Agreement.

Section 2.4 Close of Escrow.

The following conditions must be satisfied, or waived in writing by the County, prior to or concurrently with, and as conditions of, Close of Escrow:

- (a) The Parties have negotiated and executed the County Documents and all other documents and instruments required to be executed and delivered, all in form and substance satisfactory to the County;
- (b) There exists no condition, event or act which would constitute a breach or default under the County Documents, or under any other financing agreements or contracts related to the Development, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default;
- (c) All representations and warranties of Developer contained in this Agreement and in any of the County Documents are true and correct in all material respects as of Close of Escrow;
- (d) Developer has provided the County with copies of Developer's organizational documents and a certified copy of Developer's authorizing resolution, approving the transactions contemplated under the County Documents and all other Approved Financing, and authorizing Developer's execution of the County Documents;
- (e) There exists no material adverse change in the financial condition of Developer from that shown by the financial statements and other data and information furnished by Developer to the County prior to the date of this Agreement;
- (f) Developer has furnished the County with evidence of the insurance coverage meeting the insurance requirements set forth in Section 6.12;
- (g) Developer has obtained all permits and approvals necessary for the construction of the Improvements;
- (h) Developer has provided the County a certification from the Development architect or qualified accessibility specialist that the Construction Plans for the Development are in conformance with the Accessibility Requirements;
- (i) The County has received and approved the general contractor's construction contract that Developer has entered or proposed to enter for the construction of the Improvements pursuant to Section 5.2 below;
- (j) The County has received and approved labor and material (payment) bonds and performance bonds as required pursuant to Section 5.3 below;

(k) The County has approved the Approved Financing;

(l) The County has determined the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that Developer has obtained in connection with the construction of the Improvements, are not less than the amount the County determines is necessary to pay for the acquisition of the Property and the construction of the Improvements and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement;

(m) All environmental review necessary for the construction of the Improvements has been completed, and Developer has provided the County evidence of planned compliance with all CEQA requirements and mitigation measures applicable to construction, and evidence of compliance with all CEQA requirements and mitigation measures applicable to preconstruction;

(n) The Grant Deed, the Memorandum of DDLA, the Memorandum of Lease, the Regulatory Agreement, the Deed of Trust, and the Affordability Notice have been, or concurrently with Close of Escrow, will be recorded against the Property;

(o) Developer has provided the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 (<https://www.dir.ca.gov/pwc100ext/>);

(p) Developer has satisfied the Predevelopment Obligations in Article 4; and

(q) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing to the County a 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. Developer shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Development in the Office of the Recorder of the County of Contra Costa.

Section 2.5 Condition of Title.

Upon Close of Escrow, Developer will have insurable title to the Property which will be free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession, except:

(a) applicable building and zoning laws and regulations;

(b) the provisions of the Redevelopment Plan;

(c) the provisions of this Agreement (as disclosed by the Memorandum of DDLA), the Grant Deed, the Regulatory Agreement, the Affordability Notice, and the Deed of Trust;

(d) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Grant Deed; and

(e) exceptions in the Title Report approved by Developer.

Section 2.6 Condition of Property.

(a) In fulfillment of the purposes of California Health and Safety Code Section 25359.7(a), the County hereby represents and warrants that it has no knowledge, and has no reasonable cause to believe, that any release of Hazardous Materials has come to be located on or beneath the Property, except as previously disclosed by the County to Developer.

(b) "AS IS" PURCHASE. PRIOR TO THE DATE OF THIS AGREEMENT, DEVELOPER WAS PROVIDED THE OPPORTUNITY TO INVESTIGATE THE PROPERTY, AND HAS APPROVED THE PHYSICAL CONDITION OF THE PROPERTY. DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE COUNTY IS SELLING AND DEVELOPER IS BUYING THE PROPERTY (AND ALL IMPROVEMENTS THEREON) ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM THE COUNTY AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER; (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (E) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (F) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY; (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY; AND (H) THE CONDITION OF TITLE TO THE PROPERTY. DEVELOPER AFFIRMS THAT DEVELOPER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE COUNTY OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE COUNTY MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. DEVELOPER ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE

PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). DEVELOPER UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

(c) Survival. The terms and conditions of this Section expressly survive Close of Escrow, will not merge with the provisions of the Grant Deed, or any other closing documents and are deemed to be incorporated by reference into the Grant Deed. The County is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, employee, servant or other person. Developer acknowledges that the Purchase Price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. Developer has fully reviewed the disclaimers and waivers set forth in this Agreement with Developer's counsel and understands the significance and effect thereof.

(d) Acknowledgment. Developer acknowledges and agrees that: (i) to the extent required to be operative, the disclaimers of warranties contained in this Section are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements; and (i) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement, that the Purchase Price has been adjusted to reflect the same and that the County would not have agreed to sell the Property to Developer for the Purchase Price without the disclaimers and other agreements set forth in this Section.

(e) Developer's Release of the County. Developer, on behalf of itself and anyone claiming by, through or under Developer hereby waives its right to recover from and fully and irrevocably releases the County, its board members, officers, directors, representatives, consultants, employees and agents (the "Released Parties") from any and all claims, responsibility and/or liability that Developer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever; (ii) any presence of Hazardous Materials; and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

(f) Scope of Release. The release set forth in Section 2.7(e) above includes claims of which Developer is presently unaware or which Developer does not presently suspect to exist which, if known by Developer, would materially affect Developer's release of the Released Parties. Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Developer agrees, represents and warrants that Developer realizes and acknowledges that factual matters now

unknown to Developer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Developer nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, Developer, on behalf of itself and anyone claiming by, through or under Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right Developer and anyone claiming by, through or under Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

Developer's Initials: _____

Notwithstanding the foregoing, this release does not apply to, nor will the County be released from, the County's actual fraud or misrepresentation.

Section 2.7 Costs of Escrow and Closing.

Ad valorem taxes, if any, will be prorated as of the date of conveyance of the Property from the County to Developer. Developer shall pay the cost of title insurance, transfer tax, Title Company document preparation, recordation fees and the escrow fees of the Title Company, if any, and any additional costs to close the Escrow. The costs borne by Developer are in addition to the Purchase Price for the Property.

Section 2.8 Mandatory Language in All Subsequent Deeds, Leases and Contracts.

(a) Basic Requirement. Developer may not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Development on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code. Developer or any person claiming under or through Developer may not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Development. The foregoing covenant runs with the land.

(b) Provisions in Conveyance Documents. All deeds, leases or contracts made or entered into by Developer, and its successor and assigns permitted under this Agreement, as to any portion of the Property must contain therein the following language:

(i) In Deeds:

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955

and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(ii) In Leases:

"(1) Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(iii) In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

Section 2.9 Relocation.

If and to the extent that acquisition of the Property and development of the Development will result in the permanent or temporary displacement of tenants, then Developer shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation the requirements of California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.) with respect to preparation of a relocation plan, relocation planning, advisory assistance, and payment of monetary benefits. Developer shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Developer shall indemnify, defend and hold harmless, (with counsel reasonably acceptable to the County), the County and its boardmembers, employees, agents, successors and assigns against any claim for damages, compensation, fines, penalties, relocation payments or other amounts and expenses (including reasonable attorneys' fees) arising out of the failure or alleged failure of any person or entity (including Developer, or the County) to satisfy relocation obligations related to the acquisition of the Property. This obligation to indemnify survives termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust.

ARTICLE 3 LOAN PROVISIONS

Section 3.1 Loan.

Upon satisfaction of the conditions set forth in this Agreement, the County shall loan to Developer the Loan for the purposes set forth in Section 3.2 of this Agreement. Developer's obligation to repay the Loan is evidenced by the Notes.

Section 3.2 Use of County Loan Funds.

(a) Predevelopment Component. Developer shall use the Predevelopment Component to partially fund the Predevelopment Obligations, subject to the disbursement conditions set forth in Section 3.6 below.

(b) Seller Carry-Back Component. Developer shall use the Seller Carry-Back Component of the Loan to purchase the Property, subject to the conditions set forth in Section 2.4 above.

(c) Construction Component. Developer shall use the Construction

Component to partially fund the construction of the Improvements, subject to the disbursement conditions set forth in Section 3.7 below.

(d) Community Component. Developer shall use the Community Component to partially fund the construction of the Community Improvements, subject to the disbursement conditions set forth in Section 3.7 and Section 3.8 below.

(e) No Other Uses. Developer shall not use the Loan for any other purposes without the prior written consent of the County.

Section 3.3 Interest.

(a) Subject to the provisions of subsection (b) below, the Loan will not accrue interest.

(b) Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Loan will begin to accrue, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured, at the Default Rate.

Section 3.4 Security.

(a) Collateral Assignment Agreement. Developer grants to the County pursuant to the Collateral Assignment Agreement, a valid, first priority, continuing security interest in all presently existing and hereafter acquired Collateral owned by Developer, in order to secure prompt, full and complete performance of any and all Predevelopment Obligations of Developer and payment of the Predevelopment Component, including but not limited to: (i) payment, performance, observance and satisfaction of all representations, warranties, covenants and conditions contained in this Agreement, the Predevelopment Component Note, and the Collateral Assignment Agreement, and, (ii) payment and performance of any and all other liabilities or obligations of Developer to the County, direct or indirect, absolute or contingent, due or to become due, whether now or hereafter existing which arise under or are evidenced by a document constituting part of the Predevelopment Obligations. The assignment will become effective upon an uncured Event of Default of Developer, or upon termination of this Agreement. The County will not have any obligation under any Collateral Documents assigned pursuant to the Collateral Assignment Agreement until the County expressly agrees in writing to be bound by such contracts or agreements. Upon an Event of Default that has not been cured pursuant to this Agreement or termination of this Agreement, the County may use any of the foregoing assigned Collateral Documents for any purpose for which Developer could have used them, and Developer shall cooperate with the County to implement the Collateral Assignment Agreement and immediately deposit with the County, for the County's use, all the Collateral Documents of Developer.

(b) Deed of Trust. Upon acquisition of the Property, in consideration of the Loan, Developer shall (i) secure its obligation to repay the Loan, as evidenced by the Notes, by executing the Deed of Trust, and cause or permit it to be recorded as a lien against the Property, and (ii) execute the Regulatory Agreement and the Notice of Affordability Restrictions, and cause or permit them to be recorded against the Property.

Section 3.5 Subordination.

(a) Any agreement by the County to subordinate the Grant Deed, Memorandum of DDLA, Deed of Trust, Regulatory Agreement and/or Notice of Affordability Restrictions to a Senior Loan will be subject to the satisfaction of each of the following conditions:

(i) All of the proceeds of the Senior Loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the Development.

(ii) The Senior Lender is a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with Developer or any of Developer's affiliates, other than as a depositor or a lender.

(iii) Developer demonstrates to the County's satisfaction that subordination of the Grant Deed, Memorandum of DDLA, Deed of Trust, Regulatory Agreement and/or Notice of Affordability is necessary to secure adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the County Documents. To satisfy this requirement, Developer must provide to the County, in addition to any other information reasonably required by the County, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.

(iv) The subordination agreement(s) is structured to minimize the risk that the Deed of Trust, the Regulatory Agreement, and Notice of Affordability will be extinguished as a result of a foreclosure by the Senior Lender. To satisfy this requirement, the subordination agreement must provide the County with adequate rights to cure any defaults by Developer, including: (1) providing the County or its successor with copies of any notices of default at the same time and in the same manner as provided to Developer; and (2) providing the County with a cure period of at least sixty (60) days to cure any default.

(v) The subordination(s) of the Loan is effective only during the original term of the Senior Loan and any additional extension of its term that is approved in writing by the County.

(vi) The subordination does not limit the effect of the Deed of Trust, Regulatory Agreement, and Notice of Affordability before a foreclosure, nor require the consent of the holder(s) of the Senior Loan prior to the County exercising any remedies available to the County under the County Documents.

(vii) The requirements of Health and Safety Code Section 33334.14 are satisfied.

(b) Upon a determination by the County's Director – Department of Conservation and Development that the conditions in Subsection (a) have been satisfied, the

Director – Department of Conservation and Development or his/her designee will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

Section 3.6 Conditions Precedent to Disbursement of Predevelopment Component.

The County is not obligated to make any disbursement of the Predevelopment Component for Predevelopment Costs, or take any other action under the County Documents unless all of the following conditions precedent are satisfied:

- (a) There exists no default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement, or under any other agreement between the County and Developer;
- (b) Developer has delivered to the County copies of all of Developer's organizational documents, and a copy of a corporate authorizing resolution authorizing Developer's execution of this Agreement, the Predevelopment Component Note, and the Collateral Assignment Agreement, and authorizing the transactions contemplated by this Agreement;
- (c) The County shall have received and approved such financial statements, tax returns and other financial information as it may require regarding the financial condition of Developer applicable to the development of the Property;
- (d) Developer has furnished the County with evidence of the applicable insurance coverage meeting the requirements of Section 6.12 below;
- (e) Developer has executed and delivered to the County the Collateral Assignment Agreement, Predevelopment Component Note, and this Agreement;
- (f) Developer demonstrates sufficient progress to the County that Developer is accomplishing the Predevelopment Obligations in accordance with the Schedule of Performance;
- (g) Developer has submitted any revisions to the Predevelopment Budget to the County for approval within ten (10) days of the date Developer receives information indicating that actual Predevelopment Costs in any line item in the Predevelopment Budget vary or will vary by more than 10% from the costs for such line item shown on the Predevelopment Budget, and upon such approval has updated the Predevelopment Budget as necessary to ensure that the Predevelopment Budget is a current and accurate reflection of the Predevelopment Costs;
- (h) The County has received a written draw request from Developer setting forth the proposed uses of funds consistent with the Predevelopment Budget, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred; and
- (i) There exists no material adverse change in the financial condition of Developer from that shown by the financial statements and other data and information furnished

by Developer to the County prior to the date of this Agreement.

Section 3.7 Conditions Precedent to Disbursement of Construction Component.

The County is not obligated to make any disbursement of the Construction Component, (subject to Section 3.8 regarding the Community Component), or take any other action under the County Documents unless all of the following conditions precedent are satisfied:

(a) All of the conditions set forth in Section 2.4 above have been satisfied;
and

(b) The County has received a written draw request from Developer, including: (i) certification that the condition set forth in Section 3.6(a) continues to be satisfied; (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget; (iii) the amount of funds needed; and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with the Improvements, the written request must be accompanied by: (1) certification by Developer's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and the Improvements and make an independent evaluation); and (2) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

Section 3.8 Conditions Precedent to Disbursement of Community Component.

The County is not obligated to make any disbursement of the Community Component, or take any other action under the County Documents unless all of the following conditions precedent are satisfied:

(a) All of the conditions set forth in Section 3.7 above have been satisfied;
and

(b) The County and Developer have negotiated the terms of the Lease and any other relevant documents pertaining to the Community Improvements.

Section 3.9 Repayment Schedule.

(a) Annual Payments of Loan. Commencing on May 1 of the year in which the Housing Improvements receive a certificate of occupancy and on May 1 of each year thereafter during the Term, Developer shall make a Loan payment in an amount equal to Lenders' Share of Residual Receipts (each such payment, an "Annual Payment"). The County shall apply all Annual Payments first, to accrued interest; and second, to principal.

(b) Payment in Full of Loan. Developer shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (i) any Transfer other than as permitted pursuant to Section 6.11; (ii) an Event of Default; and (iii) the expiration of the Term.

(c) Prepayment. Developer may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement, the Notice of Affordability

Restrictions and the Deed of Trust (as security for the Regulatory Agreement and the Notice of Affordability Restrictions) will remain in effect for the entire Term, regardless of any prepayment or Transfer.

Section 3.10 Reports and Accounting of Residual Receipts.

(a) Developer shall keep and maintain at the principal place of business of Developer set forth in Section 10.9 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts necessary or prudent to evidence and substantiate in full detail Developer's calculation of Residual Receipts and disbursements of Residual Receipts.

(b) In connection with the Annual Payment, Developer shall furnish to the County:

(i) The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1 of the year in which the Housing Improvements receive a certificate of occupancy and ends on December 31st of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

(ii) A statement from the independent public accountant that audited Developer's financial records for the relevant period, which statement must confirm that Developer's calculation of the Lenders' Share of Residual Receipts is accurate based on Gross Revenue and Annual Operating Expenses; and

(iii) Any additional documentation reasonably required by the County to substantiate Developer's calculation of Lenders' Share of Residual Receipts.

(c) The receipt by the County of any statement pursuant to subsection (b) above or any payment by Developer or acceptance by the County of any Loan repayment for any period does not bind the County as to the correctness of such statement or payment. The County may audit the Residual Receipts and all books, records, and accounts pertaining thereto pursuant to Section 6.5 below.

Section 3.11 Non-Recourse.

Following recordation of the Deed of Trust, except as provided below, neither Developer, nor any partner of Developer, will have any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Notes will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Notes, or impairs the right of County to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Notes. Nothing contained herein is intended to relieve Developer of

its obligation to indemnify the County under the County Documents and Developer shall be fully and personally liable for: (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Developer other than in accordance with the Deed of Trust; (iv) willful or grossly negligent violation of applicable law; and (v) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 4 COMMUNITY IMPROVEMENTS

Section 4.1 Community Improvements.

Developer shall construct the Community Improvements in accordance with the Lease, which will include a detailed description of the Tenant Improvements. The cost of the Community Improvements, including the Tenant Improvements, is to be borne by Developer using the Community Component. The final size and configuration of the Community Improvements will be determined through a cooperative effort by the County and Developer to achieve maximum seating for a senior nutrition program. The minimum seating capacity required for the County's intended senior nutrition program is 150 people.

Section 4.2 Lease of Community Improvements.

(a) County Form. The form of the Lease will be provided by the County. The Lease is subject to the approval of the Contra Costa County Board of Supervisors.

(b) Tenant Improvements. The Tenant Improvements will be described in a work letter that will be a part of the Lease.

(c) Lease Terms. The County and Developer will work together in good faith to negotiate lease terms that reflect the common goal of creating Community Improvements that serve to improve the quality of life of the residents of the Housing Improvements and the surrounding community.

ARTICLE 5 PREDEVELOPMENT OBLIGATIONS

Section 5.1 Predevelopment Obligations.

(a) Within the time periods set forth in the Schedule of Performance and prior to the Close of Escrow, Developer shall (i) cause the Design Development Documents to be completed by a licensed architect, (ii) submit the Design Development Documents to the County for review, (iii) apply for all necessary Land Use Approvals, other than the building permit, (iv) prepare and submit a Development Budget to the County for approval, (v) cause Construction Plans to be prepared, and (vi) submit the Construction Plans to the County for review, each as

more fully described below and each a "Predevelopment Obligation."

(b) Developer shall complete each of the Predevelopment Obligations no later than the date set forth in the Schedule of Performance attached to this Agreement as Exhibit D, subject to Force Majeure as described in Section 10.14. The Schedule of Performance may be modified by the County Director – Department of Conservation and Development on behalf of the County without formal amendment of this Agreement.

(c) Satisfaction of these conditions depends on performance by Developer. Only the County can waive satisfaction of the conditions in this Article 4. If Developer fails to satisfy all Predevelopment Obligations within the time period set forth in the Schedule of Performance, the County may terminate this Agreement pursuant to Section 8.2 and exercise any and all remedies available to it.

(d) During the performance of the Predevelopment Obligations, Developer shall on the first day of each month, and from time to time as reasonably requested by the County, provide the County with written progress reports regarding the status of the performance of the Predevelopment Obligations and community outreach regarding the Development.

Section 5.2 Right of Entry.

Developer shall have the right to enter the Property during normal business hours to conduct investigations in accordance with this Agreement. In the event Developer or its consultants enter upon the Property, Developer shall:

(a) Give the County seventy-two (72) hours' notice of intent to enter the Property and the purpose for such entry;

(b) Repair and restore any damage it may cause;

(c) Deliver to the County, within ten (10) days of receipt thereof, a complete copy of any investigation, test, report or study which Developer conducts, or causes to be conducted, with respect to the Property;

(d) Indemnify, defend and hold the County and its directors, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including attorneys' fees and costs) that may proximately arise out of Developer's entry upon the Property or the investigation(s) and test(s) which Developer may conduct; and

(e) Prior to entry, cause the County to be named as an additional insured on a Commercial General Liability insurance policy with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Personal; Injury, Broadform Property Damage, Products and Completed Operations. The required insurance is to be provided under an occurrence form by an insurer authorized and licensed to provide such insurance in the State of California.

Section 5.3 Design Development Documents.

(a) Borrower shall cause preparation by a licensed architect of Design Development Documents for the Improvements within the time set forth in the Schedule of Performance. During the preparation of the Design Development Documents, Developer shall hold regular progress meetings with the County and communicate and consult informally with the County as frequently as necessary to ensure that the proposed Design Development Documents receive the County's prompt consideration. Developer shall cause the Design Development Documents to be consistent, and in substantial conformity, with the Conceptual Site Plan.

(b) The County shall review Developer's proposed Design Development Documents and either approve or disapprove them within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes the County requests be made in order to obtain approval. Developer shall thereafter submit revised proposed Design Development Documents within thirty (30) days after notification of disapproval. The County shall either approve or disapprove the revised proposed Design Development Documents within thirty (30) days after the date such revised proposed Design Development Documents are received by the County, and shall approve the revised proposed Design Development Documents if the requested changes have been made.

(c) If Developer fails to submit proposed Design Development Documents within the time required by the Schedule of Performance, or if the County disapproves of the revised proposed Design Development Documents, the County may terminate this Agreement pursuant to Section 8.2 and exercise its remedies pursuant to this Agreement. Only upon County approval of Design Development Documents will Developer's obligation to prepare and submit Design Development Documents be deemed satisfied.

Section 5.4 Land Use Approvals. To satisfy its obligation to apply for all necessary Land Use Approvals, other than the building permit, Developer shall deliver evidence of having applied for such permits and approvals to the County not later than the date for performance set forth in the Schedule of Performance. Only upon the County's receipt of satisfactory evidence of Developer having applied for all necessary Land Use Approvals, other than the building permit, will Developer's obligation to submit such evidence be deemed satisfied.

Section 5.5 Development Budget.

(a) Developer shall prepare the Development Budget within the time set forth in the Schedule of Performance. Developer shall cause the Development Budget to include a breakdown of the costs of constructing the Improvements based on the Financing Plan previously approved by the County, and an operating proforma for the operation of the Development. Developer shall also submit to the County copies of all required funding commitments for construction and permanent financing for the Development, and any other information that is reasonably necessary to enable the County to determine, in its reasonable judgment, that Developer has the financial capability to pay all costs of constructing and operating the Development, taking into account all committed funds and all realistically established costs of constructing and operating the Development. The Development Budget must show the development and operating costs of the Housing Improvements separate from the development and operating costs of the Community Improvements.

(b) The County shall review the proposed Development Budget and shall either approve or disapprove the proposed Development Budget in writing within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail the required revisions to the previously-submitted proposed Development Budget. Developer shall thereafter submit a revised proposed Development Budget within thirty (30) days after notification of disapproval. The County shall either approve or disapprove the revised proposed Development Budget within thirty (30) days after the date the revised proposed Development Budget is received by the County.

(c) If Developer fails to submit a Development Budget within the time required by the Schedule of Performance, or if the County disapproves of the revised Development Budget, the County may terminate this Agreement pursuant to Section 8.2 and exercise its remedies pursuant to this Agreement. Only upon County approval of the Development Budget will Developer's obligation to prepare and submit a Development Budget be deemed satisfied.

(d) Developer shall submit any material revision to an approved Development Budget to the County for its review and approval. Any proposed revised Development Budget shall be considered and approved or disapproved by the County in the same manner and according to the same timeframe set forth above for the initial Development Budget. Until a revised Development Budget is approved by the County, the previously-approved Development Budget shall govern the financing of the Development.

Section 5.6 Construction Plans.

(a) The County shall review Developer's proposed Construction Plans and either approve or disapprove them within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes the County requests be made in order to obtain approval. Developer shall thereafter submit revised proposed Construction Plans within thirty (30) days after notification of disapproval. The County shall either approve or disapprove the revised proposed Construction Plans within thirty (30) days after the date such revised proposed Construction Plans are received by the County, and shall approve the revised proposed Construction Plans if the requested changes have been made. The Developer acknowledges that approval of the Construction Plans by the County pursuant to this Agreement does not constitute approval as required for issuance of a building permit or otherwise in connection with the Land Use Approvals.

(b) If Developer fails to submit proposed Construction Plans within the time required by the Schedule of Performance, or if the County disapproves of the revised proposed Construction Plans, the County may terminate this Agreement pursuant to Section 8.2, and exercise its remedies pursuant to this Agreement. Only upon County approval of Construction Plans will Developer's obligation to prepare and submit Construction Plans be deemed satisfied.

ARTICLE 6 CONSTRUCTION OF THE IMPROVEMENTS

Section 6.1 Permits and Approvals.

Developer shall obtain all permits approvals necessary for the construction of the Improvements no later than the date set forth in the Schedule of Performance.

Section 6.2 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, Developer shall submit to the County for its approval a draft of the proposed construction contract for the Improvements. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Developer enters for construction of the Improvements is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the construction, subject to early release of retention for specified subcontractors upon approval by the County. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within fifteen (15) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify Developer of the County's reasons for withholding such approval. Developer shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in fifteen (15) days in accordance with the procedures set forth above. Any construction contract executed by Developer for the Development is to be in the form approved by the County.

Section 6.3 Construction Bonds.

Not later than thirty (30) days prior to the proposed Commencement of Construction Developer shall deliver to the County copies of labor and material bonds and performance bonds for the construction of the Improvements in an amount equal to one hundred percent (100%) of the scheduled cost of the construction of the Improvements. Such bonds must name the County as a co-obligee.

Section 6.4 Commencement of Construction.

Developer shall cause the Commencement of Construction of the Improvements to occur no later than the date set forth in the Schedule of Performance. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of construction of the Improvements in the notice to proceed issued by Developer to Developer's general contractor.

Section 6.5 Completion of Construction.

(a) Developer shall diligently prosecute construction of the Improvements to completion, and shall cause the construction of the Improvements to be completed no later than the date set forth in the Schedule of Performance, subject to force majeure delays as set forth in Section 10.14 below.

(b) Developer shall give notice to the County upon completion of construction of the Improvements. Upon receipt of such notice the County will perform an inspection of the Improvements to determine if the Improvements were constructed in accordance with this Agreement. If the County determines the Improvements were not constructed in accordance with this Agreement, the County will provide Developer with a written report of the deficiencies. Developer shall correct such deficiencies within the timeframe set forth in the notice provided to Developer by the County. The Development may not be occupied until such deficiencies have been corrected to the satisfaction of the County.

Section 6.6 Certificate of Completion.

Promptly after completion of the Improvements in accordance with the provisions of this Agreement and a satisfactory inspection by the County and correction of any deficiencies by Developer as set forth in Section 5.5(b) above, the County will provide Developer a Certificate of Completion certifying to the completion of the Improvements. The Certificate of Completion will be conclusive determination that the covenants in this Agreement with respect to the obligations of Developer to construct the Improvements (excluding Developer's compliance with Section 5.7) and the dates for the beginning and completion of construction have been met. The Certificate of Completion will be in such form as will enable it to be recorded against the Property in the official records of Contra Costa County. The Certificate of Completion will not constitute evidence of compliance with or satisfaction of any obligation of Developer: (a) to any holder of a Security Financing Interest; (b) to pay prevailing wages; and (c) to rent the County-Assisted Units in accordance with the terms of this Agreement and the Regulatory Agreement. The Certificate of Completion may not be deemed a notice of completion under the California Civil Code.

Section 6.7 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Developer shall construct the Improvements in conformance with (i) the plans and specifications approved by the County's Building Department, and (ii) the Development Budget. Developer shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the County's Building Department. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Improvements may be performed: (i) any change in the work the cost of which exceeds Fifty Thousand Dollars (\$50,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds One Hundred Fifty Thousand Dollars (\$150,000) or ten percent (10%) of the Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Improvements as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Developer from any other obligations under this Agreement, or relieve or release Developer or its surety from any surety bond.

(b) Compliance with Laws. Developer shall cause all work performed in connection with the Development to be performed in compliance with:

(i) all applicable laws, codes (including building codes and codes applicable to mitigation of disasters such as earthquakes), ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter; and

(ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Developer may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Developer is responsible to the County for the procurement and maintenance thereof.

Section 6.8 Prevailing Wages.

(a) State Prevailing Wages.

(i) Developer shall:

(1) pay, and shall cause any consultants or contractors to pay, prevailing wages in the construction of the Improvements as those wages are determined pursuant to California Labor Code Section 1720 et seq.;

(2) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR;

(3) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed as required by California Labor Code Section 1777.5 et seq.;

(4) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(5) cause contractors and subcontractors constructing the Improvements to be registered as set forth in California Labor Code Section 1725.5 and provide County evidence of such registration including all registration numbers, the name of all contractors and subcontractors;

(6) cause all contracts to include the requirements set forth in California Labor Code Section 1720 et seq. including a copy of the California Labor Code Section Sections listed in California Labor Code Section 1775(b)(1);

(7) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the construction of the Improvements to specify that:

(A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the construction of the Improvements unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(B) the construction of the Improvements is subject to compliance monitoring and enforcement by the DIR.

(8) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(9) cause its contractors to post job site notices, as prescribed by Title 8 California Code of Regulations 16451(d), or otherwise as required by the DIR; and

(10) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(b) Local Wage Requirement. Developer shall also comply with the requirements of County Resolution No. 88-9 regarding the payment of prevailing wages (the "County Local Prevailing Wage Requirement").

(c) Indemnity. Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractor and subcontractors) to comply with the County Local Prevailing Wage Requirement, to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., to meet the conditions of California Labor Code Section 1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the construction of the Improvements or any other work undertaken or in connection with the Development. This obligation to indemnify survives termination of this Agreement, repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 6.9 Accessibility.

(a) Developer shall cause the Development to be constructed and operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations,

which relate to disabled persons access (collectively, the "Accessibility Requirements").

(b) In compliance with the Accessibility Requirements, a minimum of five percent (5%) of the units in the Housing Improvements must be constructed to be fully accessible to households with a mobility impaired member and an additional two percent (2%) of the units in the Housing Improvements must be constructed to be fully accessible to hearing and/or visually impaired persons.

(c) In compliance with the Accessibility Requirements Developer shall provide the County with a certification from the Development architect that to the best of the architect's knowledge, the Development complies with all federal and state accessibility requirements applicable to the Development.

(d) Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its architect, contractor and subcontractors) to construct the Development in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

Section 6.10 Equal Opportunity.

During the construction of the Improvements discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

Section 6.11 Minority and Women-Owned Contractors.

Developer shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Improvements. Developer shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the construction of the Improvements. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Developer and available to the County upon request.

Section 6.12 Progress Reports.

Until such time as Developer has completed construction of the Improvements, as evidenced by the Certificate of Completion, Developer shall provide the County with quarterly progress reports regarding the status of the construction of the Improvements, including a certification that the actual construction costs to date conform to the Development Budget, as it may be amended from time to time.

Section 6.13 Construction Responsibilities.

(a) Developer is responsible for the coordination and scheduling of the work

to be performed so that commencement and completion of the construction of the Improvements takes place in accordance with this Agreement.

(b) Developer is solely responsible for all aspects of Developer's conduct in connection with the Improvements, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Improvements is solely for the purpose of determining whether Developer is properly discharging its obligations to the County, and may not be relied upon by Developer or by any third parties as a warranty or representation by the County as to the quality of the design or construction of the Improvements.

Section 6.14 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Improvements, then Developer shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Developer fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Developer's expense. Alternately, the County may require Developer to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Developer.

(c) Developer shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Improvements for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Developer authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development and Property.

Section 6.15 Inspections.

(a) Developer shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the County and by public authorities during reasonable business hours during the Term, for the purposes of determining compliance with this Agreement.

(b) The County has no duty to visit the Property, or to observe or inspect it in connection with this Agreement. Any site visit or observation by the County is solely for the purpose of protecting the County's rights and interests under this Agreement. No site visit or

observation by the County will impose any liability on the County or result in a waiver of any default of Developer. Neither Developer nor any other party is entitled to rely on any site visit or observation by the County. The County owes no duty of care to protect Developer or any other party against, or to inform Developer or any other party of, any adverse condition affecting the Property in connection with this Agreement.

Section 6.16 Revisions to Development Budget.

As of the date of this Agreement, the County has approved the Development Budget. Developer shall submit any required amendments to the Development Budget to the County for approval within five (5) days after the date Developer receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Development Budget. Written consent of the County will be required to amend the Development Budget. In the event of a conflict between the terms of the Development Budget and the terms of the County Documents, the terms of the County Documents will control.

ARTICLE 7
ON-GOING REQUIREMENTS

Section 7.1 Reserve Accounts.

(a) Replacement Reserve Account. Developer shall establish and maintain an account that is available for capital expenditures for repairs and replacement necessary to maintain the Development in the condition required by the County Documents (the "Replacement Reserve Account"). Developer shall make annual deposits to the Replacement Reserve Account in the amounts required in the documents evidencing the Senior Loan. In no event shall the annual amount deposited in the Replacement Reserve Account exceed Six Hundred Dollars (\$600) per unit, increasing by the applicable consumer price index every five (5) years, or such greater amount required in connection with the documents evidencing the Senior Loan, and approved by the County.

(b) Operating Reserve Account. Developer shall establish and maintain an account that is available to fund operating deficits in the Development (which is the amount by which Annual Operating Expenses exceed Gross Revenue for any period) (the "Operating Reserve Account"). Developer shall capitalize the Operating Reserve Account in the amount required by TCAC (currently three months of Annual Operating Expenses); provided, however that if the documents evidencing the Senior Loan require the Operating Reserve Account to be capitalized in an amount greater than the TCAC requirement, Developer shall capitalize the Operating Reserve Account as required by the documents evidencing the Senior Loan, for as long as the documents evidencing the Senior Loan are outstanding. In no event may the amount held in the Operating Reserve Account exceed six (6) months gross rent from the Development (as such rent may vary from time to time) which limitation does not include amounts held in any other reserves required for the Development.

Section 7.2 Financial Accountings and Post-Completion Audits.

(a) No later than ninety (90) days following completion of construction of the Improvements, Developer shall provide to the County for its review and approval a financial

accounting of all sources and uses of funds for the construction of the Improvements.

(b) No later than one hundred twenty (120) days after completion of construction of the Improvements, Developer shall submit an audited financial report showing the sources and uses of all funds utilized for the construction of the Improvements prepared using generally accepted accounting standards in effect in the United States of America from time to time, consistently applied.

Section 7.3 Approval of Annual Operating Budget.

At the beginning of each year of the Term, Developer shall provide to the County an annual budget for the operation of the Development. The County may request additional information to assist the County in evaluating the financial viability of the Development. Unless rejected by the County in writing within thirty (30) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Developer shall submit a new or corrected budget within thirty (30) calendar days after notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

Section 7.4 County Audits.

(a) Developer shall provide any information reasonably requested by the County in connection with the Development.

(b) Each year, Developer shall provide the County with a copy of Developer's annual audit, which is to include information on all of Developer's activities and not just those pertaining to the Development.

(c) In addition, the County may, at any time, audit all of Developer's books, records, and accounts pertaining to the Development including but not limited to the Residual Receipts of the Development. Any such audit is to be conducted during normal business hours at the principal place of business of Developer and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Developer.

(d) If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of: (i) Two Thousand Five Hundred Dollars (\$2,500); and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Developer shall pay all of the County's costs and expenses connected with the audit and review of Developer's accounts and records.

Section 7.5 Hazardous Materials.

(a) Upon transfer of the Property, Developer shall keep and maintain the

Property and the Development (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may not cause or permit the Property and the Development to be in violation of any Hazardous Materials Law. Developer may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Developer shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to the County (or counsel of its own choice if a conflict exists with Developer) in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Developer.

(d) Developer shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Developer in this Section 6.5, and Section 7.1(l). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of

Hazardous Materials.

(e) Without the County's prior written consent, which will not be unreasonably withheld, Developer may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Developer shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Developer will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Developer establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder; or (iv) the action has been agreed to by the County.

(f) Developer hereby acknowledges and agrees that: (i) this Section is intended as the County's written request for information (and Developer's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (i) waive its lien on such environmentally impaired or affected portion of the Property; and (ii) exercise, (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Developer to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Developer will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Developer knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree

to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

Section 7.6 Use of the Property.

(a) Developer shall use the Property for the purposes set forth in this Agreement and the Land Use Approvals.

(b) Promptly following the completion of construction of the Housing Improvements, Developer shall continuously operate and maintain the Housing Improvements as multifamily housing affordable to very low and low income persons for a period of at least fifty-five (55) years in conformity with the Regulatory Agreement. The Regulatory Agreement will set forth occupancy, income, rent, maintenance, and management requirements for the Housing Improvements.

Section 7.7 Maintenance; Damage and Destruction.

(a) During the course of both construction of the Improvements and operation of the Development, Developer shall maintain the Development and the Property in good repair and in a neat, clean and orderly condition, and in accordance with the Regulatory Agreement.

(b) Subject to the requirements of Senior Lenders, and if economically feasible in the County's judgment after consultation with Developer, if any improvement now or in the future on the Property is damaged or destroyed, then Developer shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance or condemnation proceeds, and is to be complete within one (1) year thereafter. Any insurance or condemnation proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance or condemnation proceeds are insufficient for such purpose, then Developer shall make up the deficiency. If Developer does not promptly make such repairs then any insurance or condemnation proceeds collected for such damage or destruction are to be promptly delivered by Developer to the County as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

Section 7.8 Fees and Taxes.

Developer is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property. Developer is also solely responsible for payment of all personal property taxes, and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, and shall pay such charges prior to delinquency and at such times and

in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property.

However, Developer is not required to pay and discharge any such charge so long as: (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (ii) if requested by the County, Developer deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

In the event Developer exercises its right to contest any tax, assessment, or charge against it, Developer, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Section 7.9 Notices.

Developer shall promptly notify the County in writing of any and all of the following:

- (a) Any litigation known to Developer materially affecting Developer, or the Property and of any claims or disputes that involve a material risk of litigation;
- (b) Any written or oral communication Developer receives from any governmental, judicial, or legal authority giving notice of any claim or assertion that the Property or the Improvements fail in any respect to comply with any applicable governmental law;
- (c) Any material adverse change in the physical condition of the Property (including any damage suffered as a result of fire, earthquakes, or floods);
- (d) Any material adverse change in Developer's financial condition, any material adverse change in Developer's operations, or any change in the management of Developer;
- (e) That any of the statements in Section 7.1(l) regarding Hazardous Materials are no longer accurate;
- (f) Any Event of Default or event which, with the giving of notice or the passage of time or both, would constitute an Event of Default; and
- (g) Any other circumstance, event, or occurrence that results in a material adverse change in Developer's ability to timely perform any of its obligations under any of the County Documents.

Section 7.10 Nondiscrimination.

- (a) Consistent with Section 2.9 above, Developer covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use,

occupancy, tenure or enjoyment of the Property, nor may Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

(b) Nothing in this Section prohibits Developer from requiring the County-Assisted Units in the Development to be available to and occupied by income eligible households in accordance with the Regulatory Agreement.

Section 7.11 Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the County Documents; and/or (ii) any interest in Developer or the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Developer retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with the Regulatory Agreement and the leasing of the Community Improvements to the County. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) The County hereby approves the grant of the security interests in the Development for Approved Financing that is secured by a Security Financing Interest.

(c) Except as otherwise permitted in this Section 6.11, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(d) The County acknowledges that if Developer utilizes low-income housing tax credits to fund the construction and operation of the Development, such financing will require the Development to be owned and operated by a California limited partnership with an equity investor as the limited partner (the "Partnership"). The County agrees to amend the County Documents to include County standard language pertaining to Developer affiliate and investor limited partner transfer rights, investor limited partner notice and cure rights, and payment of fees to partners of the Partnership, as is reasonably necessary to reflect development and ownership of the Development by the Partnership.

Section 7.12 Insurance Requirements.

(a) Developer shall maintain the following insurance coverage throughout the Term:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Developer shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Developer or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for commercial general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Developer shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to give the County at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Developer shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

Section 7.13 Covenants Regarding Approved Financing.

- (a) Developer shall promptly pay the principal and interest when due on any Approved Financing.
- (b) Developer shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender, and provide the County copies of any notice of default.
- (c) Developer may not amend, modify, supplement, cancel or terminate any documents related to any loan that is part of the Approved Financing without the prior written consent of the County. Developer shall provide the County copies of all amendments, modifications, and supplements to any document related to any loan that is part of the Approved Financing.
- (d) Developer may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Section 8.1 Representations and Warranties.

Developer hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 7 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

- (a) Organization. Developer is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.
- (b) Authority of Developer. Developer has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the County Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.
- (c) Authority of Persons Executing Documents. This Agreement and the County Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Developer, and all actions required under Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the County Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. The County Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Developer enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the County Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will: (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Developer, or conflict with any provision of the organizational documents of Developer, or conflict with any agreement to which Developer is a party; or (ii) result in the creation or imposition of any lien upon any assets or property of Developer, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The construction of the Improvements will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Developer, threatened against or affecting Developer or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Developer, materially affect Developer's ability to construct the Improvements, repay the Loan, or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Developer will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens shown on the County's title policy provided pursuant to Section 2.4 above, or approved in writing by the County.

(i) Financial Statements. The financial statements of Developer and other financial data and information furnished by Developer to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Developer from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Developer holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Property and the construction of the Improvements in accordance with the terms of this Agreement.

(k) Taxes. Developer and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material

taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Developer or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Developer and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Developer to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Developer of any County Document.

(l) Hazardous Materials. To the best of Developer's knowledge, except as disclosed in writing by Developer to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property; (ii) neither the Property nor Developer is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Developer is subject to any existing, pending or threatened Hazardous Materials Claims.

ARTICLE 9 DEFAULT AND REMEDIES

Section 9.1 No Fault Termination Prior to Sale of Property.

(a) Termination Events. Any of the following constitute a basis for the County to terminate this Agreement without the fault of Developer prior to the sale of the Property to Developer:

(i) Failure of Developer despite diligent good faith efforts as determined by the County, to satisfy the Predevelopment Obligations of Article 4.

(ii) Developer or the County determine in their reasonable discretion that construction costs relating to the proposed Improvements are so expensive or burdensome as to make the Development financially infeasible.

(iii) Developer does not receive commitments of all projected financial assistance as shown in the Development Budget or reasonable substitutions therefor, necessary to develop the Development, despite Developer's good faith efforts to obtain such funding or replacement funding.

(b) Termination Notice. Upon the happening of any of the above-described events, the County and Developer shall meet and confer in good faith for a period not to exceed thirty (30) days to determine if a feasible and mutually acceptable alternate arrangement can be made to continue with the Development. If no agreement is reached by the parties within such thirty (30)-day period, at the election of the County, the County will provide written notice to Developer of its intent to terminate this Agreement (the "Termination Notice"). Upon the effective date of the Termination Notice, this Agreement will terminate and neither party will have any rights against or liability to the other except for the provisions that state they survive

termination of this Agreement.

(c) Predevelopment Component Forgiveness. Upon the termination of this Agreement by the County pursuant to Subsection (b) above, the County shall forgive all amounts currently outstanding under the Predevelopment Component provided that: (i) no Event of Default has occurred and is continuing under this Agreement, and (ii) Developer takes all actions necessary to implement the Collateral Assignment Agreement.

Section 9.2 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Developer under this Agreement:

(a) Failure to Satisfy Predevelopment Obligations. If Developer fails to satisfy any of the Predevelopment Obligations set forth in Article 4 and such failure is not otherwise subject to Section 8.1(a)(i).

(b) Failure to Construct. If Developer fails to obtain permits, or to commence and prosecute construction of the Improvements to completion, within the times set forth in Article 4 above, subject to force majeure.

(c) Failure to Make Payment. If Developer fails to make any payment when such payment is due pursuant to the County Documents.

(d) Breach of Covenants. If Developer fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement (other than as set forth in Section 8.2(a) through Section 8.2(c), and Section 8.2(e) through Section 8.2(n)), or in any of the other County Documents, and Developer fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Developer.

(e) Default Under Other Loans. If a default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(f) Assignment. If Developer fails to take all actions necessary to implement the Collateral Assignment Agreement and deposit the Collateral Documents with the County when required under this Agreement.

(g) Adverse Financial Condition. If there is a material adverse change in Developer's financial condition, or an event or condition materially impairing Developer's intended use of the Property, or Developer's ability to repay the Loan occurs.

(h) Insolvency. If a court having jurisdiction makes or enters any decree or order: (i) adjudging Developer to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of Developer, or seeking any arrangement for Developer under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of Developer in bankruptcy or insolvency or for any of their properties; (iv) directing the winding

up or liquidation of Developer if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Developer admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Notes.

(i) Assignment; Attachment. If Developer assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Notes.

(j) Suspension; Termination. If Developer voluntarily suspends or terminates its business.

(k) Liens on Property and the Development. If any claim of lien (other than liens approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(l) Condemnation. If there is a condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development.

(m) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 6.11.

(n) Representation or Warranty Incorrect. If any Developer representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the County Documents, proves to have been incorrect in any material respect when made.

Section 9.3 Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to transfer the Property or disburse any portion of the Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, this Agreement, and the other County Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Notes. The County may cause all indebtedness of Developer to the County under this Agreement and the Notes, together with any accrued interest

thereon, to become immediately due and payable. Developer waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Developer is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Collateral Assignment Agreement. The County may exercise all rights under the Collateral Assignment Agreement. Developer shall promptly deliver to the County copies of all Collateral Documents.

(c) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Developer to perform its obligations and covenants under the County Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the County Documents.

(d) Termination. The County may terminate this Agreement by giving written notice to Developer; provided, however, that the County's remedies pursuant to this Article 8, and the indemnification provisions of this Agreement survive such termination.

(e) Additional Remedies. The County may exercise any of the remedies specified in Sections 8.4 and 8.5 below.

Section 9.4 Right of Reverter.

(a) In the event that, following Close of Escrow, there is an Event of Default and such Event of Default occurs prior to issuance of a Certificate of Completion for the Improvements, then the County has the right to reenter and take possession of the Property and all improvements thereon and to revest in the County the estate of Developer in the Property. Developer agrees to execute such documents as reasonably necessary to cause Developer's interest in the Property to revert and revest in the County.

(b) Upon vesting or revesting in the County of title to the Property, the County will use its best efforts to resell the Property consistent with the County's obligations under applicable laws. Upon sale the proceeds will be applied as follows:

(1) First, to reimburse the County for any costs it incurs in managing or selling the Property (after exercising its right of reverter), including but not limited to amounts to discharge or prevent liens or encumbrances arising from any acts or omissions of Developer;

(2) Second, to reimburse the County for damages to which it is entitled under this Agreement by reason of Developer's default;

(3) Third to the County, to repay the Loan;

(4) Fourth, to Developer in the amount of the reasonable cost of the improvements Developer has placed on the Property that were not financed by the County; and

(5) Fifth, any balance to the County.

Section 9.5 Option to Repurchase, Reenter and Repossess.

(a) The County has the additional right at its option to repurchase, reenter and take possession of the Property or any portion thereof owned by Developer with all improvements thereon (the "Option to Purchase"), in the event that, following Close of Escrow, there is an Event of Default and such Event of Default occurs prior to issuance of a Certificate of Completion for the Improvements.

(b) To exercise the Option to Purchase, the County shall pay to Developer the amount of One Hundred Dollars (\$100.00).

(c) Upon vesting in the County of title to all or a portion of the Property, the County shall use its best efforts to resell it, subject to a requirement that the Property be developed in accordance with this Agreement. Upon any resale of the Property or portion thereof by the County, the County shall apply such sale proceeds as follows:

(i) To Developer, the fair market value of any improvements existing on the applicable portion of the Property at the time of the repurchase, reentry and repossession; less

(1) Any gains or income withdrawn or made by Developer from the applicable portion of the Property or the improvements thereon; less

(2) The value of any unpaid liens or encumbrances on the applicable portion of the Property which the County assumes or takes subject to said encumbrances.

(ii) The remaining sale proceeds, if any, shall be retained by the County.

Section 9.6 Right to Cure Monetary Default at Developer's Expense.

The County has the right (but not the obligation) to cure any monetary default by Developer under a loan other than the Loan. Upon demand therefor, Developer shall reimburse the County for any funds advanced by the County to cure such monetary default by Developer, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

Section 9.7 Right of Contest.

Developer may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

Section 9.8 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other County Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Developer and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 10 SECURITY FINANCING AND RIGHTS OF HOLDERS

Section 10.1 No Encumbrances Except for Development Purposes.

Notwithstanding any other provision of this Agreement, mortgages and deeds of trust, or any other reasonable method of security are permitted to be placed upon Developer's interest in the Property, but only for the purpose of securing Approved Financing. Mortgages, deeds of trust, or other reasonable security instruments securing Approved Financing, are each referred to as a "Security Financing Interest." The words "mortgage" and "deed of trust" as used in this Agreement include all other appropriate modes of financing real estate acquisition, construction, and land development.

Section 10.2 Rights of Holders of Security Financing Interests.

Any rights of the County under Sections 8.4 and 8.5 will not defeat, limit or render invalid any Security Financing Interest permitted by this Agreement or any rights provided for in this Agreement for the protection of holders of Security Financing Interests. Any conveyance or reverter of the Property to the County pursuant to Sections 8.4 and 8.5 will be subject to Security Financing Interests permitted by this Agreement.

Section 10.3 Holder Not Obligated to Construct.

The holder of any Security Financing Interest authorized by this Agreement is not obligated to construct or complete any improvements or to guarantee such construction or completion; nor will any covenant or any other provision in conveyances from the County to Developer evidencing the realty comprising the Property or any part thereof be construed so to obligate such holder. However, nothing in this Agreement is deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses of improvements provided for or authorized by this Agreement and the Regulatory Agreement.

Section 10.4 Notice of Default and Right to Cure.

Whenever the County pursuant to its rights set forth in Article 8 of this Agreement delivers any notice or demand to Developer with respect to the commencement, completion, or cessation of the construction of the Improvements, the County will at the same time deliver to each holder of record of any Security Financing Interest, a copy of such notice or demand. Each such holder (insofar as the rights of the County are concerned) has the right, but not the

obligation, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default or breach affecting the Property and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement is deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed in writing Developer's obligations to the County relating to such Improvements under this Agreement pursuant to an assignment and assumption agreement prepared by the County and recordable among the official records of the County (the "Security Financing Interest Assignment"). The holder in that event must agree to complete, in the manner provided in this Agreement (or as may be amended by the Security Financing Interest Assignment; provided, however, the County is under no obligation to extend the dates for performance set forth in this Agreement), the Improvements to which the lien or title of such holder relates. Any such holder properly completing such Improvements pursuant to this paragraph must assume all rights and obligations of Developer under this Agreement and will be entitled, upon completion and written request made to the County, to a Certificate of Completion from the County.

Section 10.5 Failure of Holder to Complete Improvements.

In any case where six (6) months after default by Developer in completion of construction of the Improvements under this Agreement, the holder of record of any Security Financing Interest, having first exercised its option to construct pursuant to the Security Financing Interest Assignment, has not proceeded diligently with construction (as reasonably determined by the County), the County shall be afforded those rights against such holder it would otherwise have against Developer under this Agreement.

Section 10.6 Right of County to Cure.

In the event of a default or breach by Developer of a Security Financing Interest prior to the completion of the Improvements, and the holder has not exercised its option to complete the Improvements on the Property, the County may cure the default, prior to the completion of any foreclosure. In such event the County will be entitled to reimbursement from Developer of all costs and expenses incurred by the County in curing the default. The County will also be entitled to a lien upon the Property or any portion thereof to the extent of such costs and disbursements. The County agrees that such lien will be subordinate to any Security Financing Interest, and the County will execute from time to time any and all documentation reasonably requested by Developer to effect such subordination.

Section 10.7 Right of County to Satisfy Other Liens.

After the conveyance of title to the Property or any portion thereof and after Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Property or any portion thereof, the County will have the right to satisfy any such lien or encumbrances; provided, however, that nothing in this Agreement will require Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as Developer in good faith may contest the validity or amount therein and so long as such delay in payment is not subject the Property or any portion thereof to forfeiture or sale.

Section 10.8 Holder to be Notified.

Developer will insert each term contained in this Article 9 into each Security Financing Interest to the extent deemed necessary by, and in form and substance reasonably satisfactorily to the County, or will procure acknowledgement of such terms by each prospective holder of a Security Financing Interest prior to its coming into any security right or interest in the Property or portion thereof.

ARTICLE 11
GENERAL PROVISIONS

Section 11.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Developer or its agents, employees or contractors, and Developer will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Developer has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Development, Developer is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Developer is solely responsible for its own acts and those of its agents and employees.

Section 11.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Developer may have employed or with whom Developer may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and Developer shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 11.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Director, Department of Conservation and Development is authorized to execute on behalf of the County amendments to the County Documents or amended and restated County Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

Section 11.4 Indemnification.

Developer shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any

and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. The provisions of this Section will survive the issuance of the Certificate of Completion, the expiration of the Term and the reconveyance of the Deed of Trust.

Section 11.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Developer in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 11.6 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 11.7 Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the construction of the Improvements.

Section 11.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 10.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during, or at any time after, such person's tenure. Developer shall exercise due diligence to ensure that the prohibition in this Section 10.8(a) is followed.

(b) The conflict of interest provisions of Section 10.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Developer, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Developer. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 11.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County:	County of Contra Costa Department of Conservation and Development 30 Muir Road Martinez, CA 94553 Attention: Deputy Director
Developer:	La Loma Rodeo EAH, LLC 22 Pelican Way San Rafael, ca 94901 Attention: President

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 11.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 11.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Developer and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 11.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 11.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 11.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 11.15 County Approval.

The County has authorized the County Director, Department of Conservation and Development to execute the County Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Developer defaults under the County Documents. Developer acknowledges that nothing in this Agreement (including any approval by the County Director in accordance with this Agreement) shall limit, waive, or otherwise impair the authority and discretion of: (a) the County's planning department, in connection with the review and approval of the proposed Construction Plans for the Development, or any use, or proposed use, of the Property; (b) the County's issuance of a building permit; or (c) any other office or department of the County acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Development.

Section 11.16 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Developer or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Developer to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Developer may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 11.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 11.18 Entire Understanding of the Parties.

The County Documents constitute the entire agreement of the Parties with respect to the Loan.

Section 11.19 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 11.20 No Brokers.

Each party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim must indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's reasonable attorneys' fees, if necessary, arising out of the broker's or finder's claim. The provisions of this section survive expiration of the Term or other termination of this Agreement, and will remain in full force and effect.

Section 11.21 Provision Not Merged with Deed.

None of the provisions of this Agreement are intended to or will be merged by any grant deed transferring title to any real property which is the subject of this Agreement from County to Developer or any successor in interest, and any such grant deed will not be deemed to affect or impair the provisions and covenants of this Agreement.

Remainder of Page Left Intentionally Blank

The Parties are entering into this Agreement as of date first set forth above.

COUNTY:

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

By: _____
John Kopchik
Director, Department of Conservation and
Development

APPROVED AS TO FORM:

MARY ANN McNETT MASON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

DEVELOPER:

La Loma Rodeo EAH, LLC,
a California limited liability company

By: La Loma Rodeo EAH, LLC, a California
nonprofit
public benefit corporation, its sole member

By: _____
Its: _____
Name: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The real property located in the unincorporated area of the County of Contra Costa, State of California, described as follows:

Parcel B, Parcel Map Subdivision MS 980018, filed October 17, 2001, Book 181 of Parcel Maps, Page 43, Contra Costa County Records.

APN: **357-120-074**

EXHIBIT B

CONCEPTUAL SITE PLAN

EXHIBIT C
FINANCING PLAN

EXHIBIT D

SCHEDULE OF PERFORMANCE

This Schedule of Performance summarizes the schedule for various activities under the DDLA to which this exhibit is attached. The description of items in this Schedule of Performance is meant to be descriptive only and do not modify in any way the provisions of the DDLA to which such items relate. Section references to the DDLA are intended merely as an aid in relating this Schedule of Performance to other provisions of the DDLA and do not have any substantive effect.

Whenever this Schedule of Performance requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, must be complete and adequate for review by the County or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, Developer must consult with County staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

Action	Date
1. <u>Submission – Design Development Documents</u> . Developer shall prepare and submit the Design Development Documents for County approval. [§4.3]	By_____.
2. <u>Approval – Design Development Documents</u> . The County shall approve or disapprove the Design Development Documents. [§4.3]	Within 30 days after receipt of the Design Development Documents. Opportunity is provided in §4.3 for resubmission and further review of disapproved Design Development Documents.
3. <u>Submission – Development Budget</u> . Developer shall prepare and submit the Development Budget for County approval. [§4.4]	By_____.
4. <u>Approval – Development Budget</u> . The County shall approve or disapprove the Development Budget. [§4.4]	Within 30 days after receipt of the Development Budget. Opportunity is provided in §4.4 for resubmission and further review of disapproved Development Budget.

Action	Date
<p>5. <u>Submission – Construction Plans.</u> Developer shall prepare and submit the Construction Plans for County approval. [§4.5]</p>	By_____.
<p>6. <u>Approval – Construction Plans.</u> The County shall approve or disapprove the Construction Plans. [§4.5]</p>	<p>Within 30 days after receipt of the Construction Plans. Opportunity is provided in §4.5 for resubmission and further review of disapproved Construction Plans.</p>
<p>7. <u>Receipt–Permits.</u> Developer shall obtain all permits approvals necessary for the construction of the Improvements. [§5.1]</p>	By_____
<p>8. <u>Commence Construction.</u> Developer shall cause the Commencement of Construction of the Improvements [§5.4]</p>	By_____
<p>9. <u>Complete Construction.</u> Developer shall diligently prosecute construction of the Improvements to completion [§5.5]</p>	By_____ -

EXHIBIT E

PREDEVELOPMENT BUDGET

**SUMMARY REPORT PURSUANT TO HEALTH AND SAFETY CODE
SECTION 33433 OF THE PROPOSED THE DISPOSITION, DEVELOPMENT
AND LOAN AGREEMENT BY AND BETWEEN CONTRA COSTA COUNTY
AND LA LOMA EAH, LLC (RODEO GATEWAY II) SENIOR HOUSING
PROJECT**

1. INTRODUCTION

The California Health and Safety Code, Section 33433, requires that if a successor to the former redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part with property tax increment funds, the successor must first secure approval of the proposed sale or lease agreement from its local legislative body after a public hearing. Section 33433 also requires a copy of the proposed sale or lease agreement and a summary report that describes and contains specific elements of the proposed transaction to be available for public inspection prior to the public hearing. As contained in the Code, the following information shall be included in the summary report:

a. The cost of the agreement to the County, including any site acquisition costs, maintenance costs, the costs of any improvements to be provided by the County, plus the expected costs of any loans to finance the DDLA. Please refer to Section 6 of this Summary for information on County costs of the DDLA.

b. The estimated value of the Property to be sold to the Developer pursuant to the terms of the agreement, determined under the highest and best uses permitted under applicable land use standards. Please refer to Section 7 of this Summary for information concerning the highest and best use value of the Property.

c. The estimated value of the fee interest in the Property to be conveyed, determined at the use and with the conditions, covenants, and development costs required for the development of the Property under the agreement (sometimes referred to as the "reuse value" of the Property). Please refer to Section 8 of this Summary for information regarding the reuse value of the Property.

d. The total purchase price (the "Purchase Price") to be paid for the Property by the Developer under the terms of the agreement, and, if the Purchase Price is less than the highest and best use value of the Property, an explanation of the reasons for such difference. Please refer to Section 9 of this Summary for information regarding the Purchase Price and the comparison to the highest and best use value of the Property.

e. An explanation of why the sale and redevelopment of the Property pursuant to the agreement will assist in the elimination of blight, with reference to all

supporting facts and materials for this explanation. Please refer to Section 5 of this Summary for information regarding the way the sale of the Property will eliminate blight, as well as a description of other public benefits that will be achieved through execution and implementation of the agreement.

In addition to the statutorily required information, this Summary also provides as background information a description of the transaction to be undertaken pursuant to the agreement (Section 2), and an outline of the County and the Developer's responsibilities under the agreement (Sections 3 and 4, respectively).

2. DESCRIPTION OF TRANSACTION

A. The Agreement: On February 1, 2022, the Contra Costa County Board of Supervisors will conduct a public hearing to consider approval of a Disposition, Development and Loan Agreement ("DDLA") for the Rodeo Senior - Phase 2 between Contra Costa County (the "County"), acting in its capacity as the housing successor to the dissolved Contra Costa County Redevelopment Agency, and La Loma Rodeo EAH, LLC, a non-profit corporation (the "Developer"). The DDLA provides for the County to sell to the Developer specified real property located on Assessor Parcel Number 357-120-074 on the 700 block of Willow Avenue, in unincorporated community of Rodeo in Contra Costa County, incorporated herein by reference (the "Property").

B. Project Description: The Property is an undeveloped .98-acre portion of a 2.11-acre parcel acquired in the late 1990's by the former redevelopment agency. The 2.11-acre site was subdivided into two parcels, to develop the northern parcel into a 50-unit senior housing project, known as the Rodeo Gateway Apartments. The remaining vacant .98-acre parcel to the south is the subject of this DDLA. The County, as housing successor, is charged with continuing to implement the affordable housing objectives of the former redevelopment agency. County staff analyzed the potential uses of the Property and determined that the Property is suitable for development of affordable housing. The Developer owns and manages the adjacent 50-unit Rodeo Gateway Apartments. The County intends to convey the property to the developer under the terms of the DDLA and provide a loan for the predevelopment and construction of the development. The sales proceeds generated from the disposition of the Property will be paid over time and used by the County to fund affordable housing objectives of the former redevelopment agency, in compliance with Health and Safety Code Section 34176.1.

3. COUNTY RESPONSIBILITIES

The County's primary responsibility under the DDLA is to, upon satisfaction by the Developer of the conditions set forth in the DDLA, sell the Property to the Developer for Nine Hundred Eighty Thousand Dollars (\$980,000). The County will provide a carry-back loan, in the amount of the sales price, as outlined in the DDLA. The County will provide an additional loan of Three million one hundred twenty-five thousand dollars from the Low- and Moderate-Income Housing Asset Fund to the Developer for predevelopment (\$1,000,000) and construction costs of the residential units (\$2,020,000, and community space (\$450,000). The total loan amount to the developer from the County is \$4,450,000.

The County will review and approve Developer' design and construction criteria and Development financing plans.

The County will work with the Developer to craft a use agreement for the community space to be used for senior programs.

The County will review other funding applications (or become co-applicant) for affordable housing funds, as applicable.

The County will review annual occupancy compliance reports to be submitted by the Developer.

4. DEVELOPER RESPONSIBILITIES

The Developer's primary responsibility under the DDLA is to purchase the Property from the County for Nine Hundred Eighty Thousand Dollars (\$980,000).

The Developer will also be responsible for completing the land use approval and design review process for the Development.

The Developer will be required to secure all necessary permits and approvals for the Development from the County and the County.

The Developer will be responsible for submitting binding commitments to finance the Development and close all construction financing. Presuming that the above conditions are met, and subject to the specific terms and conditions stated in the DDLA, the Developer will accept conveyance of the Property and diligently construct the Development, including all required public infrastructure required by Development land use approvals.

The Developer will be responsible for submitting and annual residual receipt loan payments in accordance with the terms of the DDLA.

The Developer will provide annual occupancy compliance reports to be submitted to the County for review.

The Developer will be responsible for meeting all terms, responsibilities and conditions identifies in the DDLA.

5. ELIMINATION OF BLIGHT AND OTHER PUBLIC BENEFITS

The Rodeo Redevelopment Project Area (the "Project Area") was established pursuant to the Rodeo Redevelopment Plan (the "Redevelopment Plan"). The transfer of the Property, which is located within the Project Area, will assist in the elimination of blight in the Project Area by developing a vacant parcel that has been subject to illegal dumping, encampments, and ongoing need for weed abatement. In addition, the funds generated from the sale of the Property will be used by the County to improve, increase, or preserve the supply of affordable housing in the community, thereby eliminating blighting conditions.

Sixty-six (66) of the Project's 67 units will be subject to the rent and income restrictions for 55 years. In accordance with the California Redevelopment Law, as stated in the California Health and Safety Code Section 33433, the conveyance of property shall either result in the provision of housing for Low- or Moderate- Income persons or result in blight elimination. Thus, conveyance of the property for the construction of housing for low- and moderate-income persons fulfills this requirement.

6. ESTIMATED COUNTY COSTS

The estimated costs to the County of the DDLA are generally as follows:

County Costs to Date

County Site acquisition costs (1998)	\$367,750
Property Taxes (approximate)	\$51
Maintenance costs (annual weed abatement)	\$12,910
Trash Abatement	\$4,400
Total County Cost	\$385,111.00

County Costs of Agreement

Purchase Price for Property	\$980,000
Predevelopment Loan	\$1,000,000
Construction Loan (residential units)	\$2,020,000
Construction Loan (community space)	\$450,000
Total Loan from County	\$4,450,000

The acquisition costs for the Property were paid by the former redevelopment agency in the late 1990's, prior to its dissolution from tax increment revenue deposited in the agency's Low- and Moderate-Income Housing Asset Fund. The County received the Property from the former redevelopment agency through the dissolution process and the implementation of Health and Safety Code Section 34176, which called for the transfer of housing assets to the housing successor.

7. **ESTIMATED VALUE OF PROPERTY AT HIGHEST AND BEST USE**

The estimated value of the Property, determined at the highest use permitted under applicable land use controls, is approximately \$980,000. This figure was determined by an appraisal prepared January 15, 2020 and assumed at highest and best use of multiple-family residence. The DDLA requires an updated appraisal prior to closing. If the appraised value changes, this summary report will be updated.

8. **ESTIMATED REUSE VALUE**

Reuse value is defined in California Redevelopment Law as the value of land taking into account legal restrictions on use, intensity, and development standards. The reuse value of the property, thus, is a direct function of the development economics specific to the proposed project. The Project will include 31 rental units to be restricted to households earning less than 30 percent of the AMI and 35 rental units to be restricted to households earning less than 60 percent of the AMI. As a result of the legal use restrictions placed on the site, the reuse value of the project will be somewhat less than the fair market value of the site. Per the terms of the DDLA, La Loma Rodeo EAH, LLC, will pay the County \$980,000 for the site, which is the fair market value as currently appraised and does not incorporate any discounts to the property's reuse value based on income restrictions.

The 31 very low-income and 35 low-income units will result in substantial community benefit. The difference between the market-rate rents and affordable rents will save these households \$1,077,634 annually. The investment of \$4 million from the Housing Successor will assist in providing the community in benefit over twelve times the amount of the initial investment for the 55-year term of the covenants.

Repayment of the loans to the developer will be deposited into the Low-Moderate Income Housing Fund, for redeployment of funds into additional affordable housing projects.

9. PURCHASE PRICE AND REASON FOR DIFFERENCE FROM HIGHEST AND BEST USE VALUE

The purchase price stated above is the fair market value of the Property based on the most recent appraisal of the Property, performed on December 19, 2019. If the updated appraisal shows a fair market value of the Property is greater than the purchase price for the Property to be paid by the Developer will be increased to include any value in excess of \$980,000. There is no difference between the Purchase Price under the DDLA and the Property's highest use value.

PROMISSORY NOTE
(LaLoma Rodeo Gateway II Predevelopment Component)

\$1,000,000

Martinez, California
_____, 2022

FOR VALUE RECEIVED, the undersigned La Loma Rodeo EAH, LLC, a California limited liability company ("Developer") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of One Million Dollars (\$1,000,000) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Disposition, Development and Loan Agreement between Developer and Holder of even date herewith (the "DDLA").

1. Developer's Obligation. This promissory note (the "Note") evidences Developer's obligation to repay Holder the principal amount of One Million Dollars (\$1,000,000) with interest for the funds loaned to Developer by Holder to finance predevelopment costs of the Development pursuant to the DDLA (the "Predevelopment Component").

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Predevelopment Component will not accrue interest.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Developer or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 3.9 of the DDLA. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Predevelopment Component is due and payable on the fifty-seventh (57th) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Developer without the prior written consent of Holder, except as provided in the DDLA.

5. Security. Prior to acquisition of the Property, this Note, with interest, is secured by the Collateral Assignment Agreement. Upon acquisition of the Property and execution of the Deed of Trust by Borrower, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will be secured by the Deed of Trust and become nonrecourse to Developer, pursuant to and except as provided in

Section 3.10 of the DDLA which Section 3.11 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Developer shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Developer shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Developer under this Note, if, for any reason whatsoever, the payment of any sums by Developer pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Developer obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Developer under this Note are absolute and Developer waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Developer hereby waives diligence, presentment, protest and

demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Developer expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Developer.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Developer under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Developer are to be given in the manner and at the addresses set forth in the DDLA, or to such addresses as Holder and Developer may therein designate.

(b) Developer promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The County Documents, of which this Note is a part, contain the entire agreement between the parties as to the Predevelopment Component. This Note may not be modified except upon the written consent of the parties.

signature on following page

IN WITNESS WHEREOF, Developer is executing this Promissory Note as of the day and year first above written.

La Loma Rodeo EAH, LLC,
a California limited liability company

By: EAH Inc., a California nonprofit
public benefit corporation, its sole member

By: _____

Its: _____

Name: _____

PROMISSORY NOTE
(LaLoma Rodeo Gateway II Predevelopment Component)

\$1,000,000

Martinez, California
_____, 2022

FOR VALUE RECEIVED, the undersigned La Loma Rodeo EAH, LLC, a California limited liability company ("Developer") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of One Million Dollars (\$1,000,000) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Disposition, Development and Loan Agreement between Developer and Holder of even date herewith (the "DDLA").

1. Developer's Obligation. This promissory note (the "Note") evidences Developer's obligation to repay Holder the principal amount of One Million Dollars (\$1,000,000) with interest for the funds loaned to Developer by Holder to finance predevelopment costs of the Development pursuant to the DDLA (the "Predevelopment Component").

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Predevelopment Component will not accrue interest.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Developer or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 3.9 of the DDLA. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Predevelopment Component is due and payable on the fifty-seventh (57th) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Developer without the prior written consent of Holder, except as provided in the DDLA.

5. Security. Prior to acquisition of the Property, this Note, with interest, is secured by the Collateral Assignment Agreement. Upon acquisition of the Property and execution of the Deed of Trust by Borrower, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will be secured by the Deed of Trust and become nonrecourse to Developer, pursuant to and except as provided in

Section 3.10 of the DDLA which Section 3.11 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Developer shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Developer shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Developer under this Note, if, for any reason whatsoever, the payment of any sums by Developer pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Developer obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Developer under this Note are absolute and Developer waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Developer hereby waives diligence, presentment, protest and

demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Developer expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Developer.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Developer under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Developer are to be given in the manner and at the addresses set forth in the DDLA, or to such addresses as Holder and Developer may therein designate.

(b) Developer promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The County Documents, of which this Note is a part, contain the entire agreement between the parties as to the Predevelopment Component. This Note may not be modified except upon the written consent of the parties.

signature on following page

IN WITNESS WHEREOF, Developer is executing this Promissory Note as of the day and year first above written.

La Loma Rodeo EAH, LLC,
a California limited liability company

By: EAH Inc., a California nonprofit
public benefit corporation, its sole member

By: _____

Its: _____

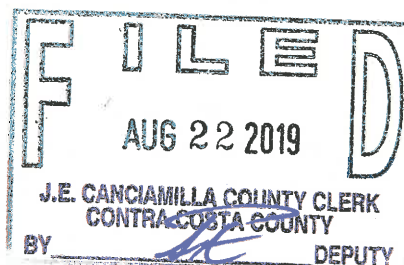
Name: _____

Applicant
**Department of
Conservation and
Development**
(Lead Agency)

30 Muir Road
Martinez, CA 94553

Phone: 1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Aruna Bhat
Deputy Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

Kelli Zenn
Business Operations Manager

August 22, 2019

NOTICE OF PUBLIC REVIEW AND INTENT TO ADOPT A PROPOSED MITIGATED NEGATIVE DECLARATION

Pursuant to the State of California Public Resources Code and the "Guidelines for Implementation of the California Environmental Quality Act of 1970" as amended to date, this is to advise you that the Contra Costa County Department of Conservation and Development, Community Development Division, has prepared an initial study evaluating the potential environmental impacts of the following project:

1. **Project Title:** General Plan Amendment – Rodeo Senior Housing Successor Site
2. **County File Numbers:** General Plan Amendment, GP18-0007
3. **County Contact Person and Phone Number:** Jamar Stamps, AICP
(925) 674-7832
4. **Project Location:** 700 Block of Willow Avenue (Rodeo) in unincorporated Contra Costa County (Assessor's Parcel Number 357-120-074)
5. **Project Sponsor's Name and Address:** Contra Costa County Successor Agency
30 Muir Road
Martinez, CA 94553
6. **Project Description:** The Project Sponsor intends to amend the County General Plan to change the project site's current land use designation from "Commercial" to "Multiple-Family Residential Very High – Special" ("MS").
7. **Surrounding Land Uses and Setting:** The project site is located in unincorporated Rodeo, on the 700 block of Willow Avenue, approximately 350 feet southwest of the San Pablo Avenue/Willow Avenue intersection. A Redevelopment Agency-acquired site (senior apartments, built in 1996) is on

the immediately adjacent lot to the north. The project site is an approximately 0.98 acre, relatively flat triangular lot. The area consists of primarily residential land uses. The project site's west property line is also the City of Hercules' jurisdiction boundary.

8. **Determination:** The County has determined that without mitigation the project may result in significant impacts to the environment. Therefore, pursuant to California Code of Regulations Section 15070, a Mitigated Negative Declaration/Initial Study has been prepared which identifies mitigation measures to be incorporated into the project that will reduce the impacts to less than significant levels. Prior to adoption of the Mitigated Negative Declaration, the County will be accepting comments on the Mitigated Negative Declaration/initial study during a 23-day public comment period.

A copy of the Mitigated Negative Declaration/initial study and all documents referenced therein may be reviewed in the offices of the Department of Conservation & Development during normal business hours, located at 30 Muir Road in Martinez.

Public Comment Period – The period for accepting comments on the adequacy of the environmental document will extend to **5:00 P.M., Thursday, September 19, 2019**. Any comments should be submitted in writing to the following address:

Contra Costa County
Department of Conservation & Development
Attn: Jamar Stamps, AICP
30 Muir Road
Martinez, CA 94553

The proposed Mitigated Negative Declaration will be considered for adoption at a meeting of the County Planning Commission. The tentative hearing date before the County Planning Commission for the project and for adoption of the Mitigated Negative Declaration is ***Wednesday, October 23, 2019***. The hearing will be held at 30 Muir Road, Martinez. Hearing notices will be sent out prior to the finalized hearing date.

Additional Information – For additional information on the Mitigated Negative Declaration and the proposed project, you can contact me by telephone at (925) 674-7832, fax at (925) 674-7258 or email at jamar.stamps@dcd.cccounty.us

Sincerely,



Jamar Stamps, AICP, Senior Planner
Department of Conservation & Development

CC: County Clerk's Office (2 copies)
Att: Project Vicinity Map



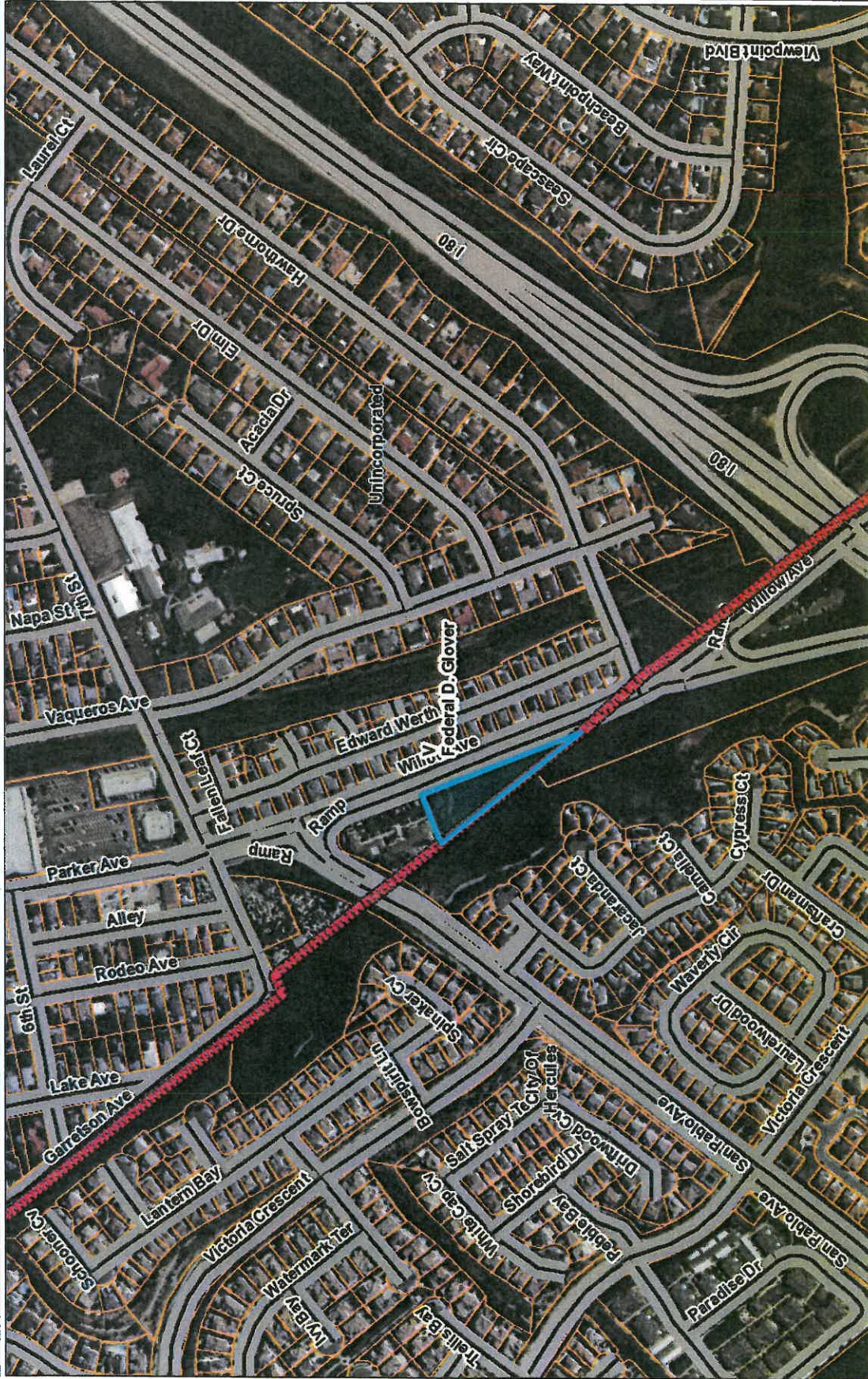
- Legend**
- Board of Supervisors' Districts
 - City Limits
 - Unincorporated
 - Streets
 - Assessment Parcels
 - World Imagery
 - Low Resolution 15m Imagery
 - High Resolution 60cm Imagery
 - High Resolution 30cm Imagery
 - Citations

1:4,514

Notes

Contra Costa County - DOIT GIS

Rodeo GPA



0.1 Miles

0.07

0

0.1

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

CEQA ENVIRONMENTAL CHECKLIST

1. **Project Title:** General Plan Amendment – Rodeo Senior Housing Successor Site
2. **Lead Agency Name and Address:** Contra Costa County
Department of Conservation and Development
30 Muir Rd.
Martinez, CA 94553
3. **Contact Person and Phone Number:** Jamar Stamps, AICP, Senior Planner
(925) 674-7832
4. **Project Location:** 700 Block of Willow Avenue, Rodeo
Assessor's Parcel Number: 357-120-074
5. **Project Sponsor's Name and Address:** Contra Costa County Successor Agency
30 Muir Road, Martinez, CA 94553
6. **General Plan Designation:** Commercial ("CO")
7. **Zoning:** Planned Unit District ("P-1")
8. **Description of Project:** The Project Sponsor intends to amend the County General Plan to change the project site's current land use designation from "Commercial" to "Multiple-Family Residential Very High – Special" ("MS").
9. **Surrounding Land Uses and Setting:** The project site is located in unincorporated Rodeo, on the 700 block of Willow Avenue, approximately 350 feet southwest of the San Pablo Avenue/Willow Avenue intersection. A Redevelopment Agency-acquired site (senior apartments, built in 1996) is on the immediately adjacent lot to the north. The project site is an approximately 0.98 acre, relatively flat triangular lot. The area consists of primarily residential land uses. The project site's west property line is also the City of Hercules' jurisdiction boundary.
10. **Other public agencies whose approval is required (e.g., permits, financing, approval, or participation agreement:** None.
11. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?**

In accordance with Section 21080.3.1 of the California Public Resources Code, a Notice of Opportunity to Request Consultation was sent on Tuesday, April 23, 2019 to Wilton Rancheria, the California Native American tribe that has requested notification of proposed projects. Pursuant to Section 21080.3.1(d), Wednesday, April 24, 2019, Wilton Rancheria formally requested consultation for this project within the 30-day period afforded to them.

Environmental Factors Potentially Affected

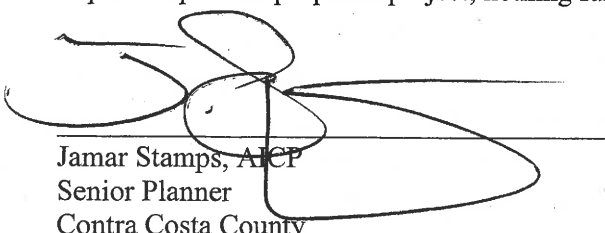
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input checked="" type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Services Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

Environmental Determination

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that, although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.


 Jamar Stamps, AICP
 Senior Planner
 Contra Costa County
 Department of Conservation & Development

8/22/19

 Date

ENVIRONMENTAL CHECKLIST

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
1. AESTHETICS – Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

- a) *Would the project have a substantial adverse effect on a scenic vista?*

No Impact – According to the 2005-2020 County General Plan, the subject property is located in an urban area and not on a designated scenic route. Therefore, the proposed project would have no impact on a scenic vista.

- b) *Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a state scenic highway?*

No Impact – The subject property is not located near a scenic highway. Nor are ridge and rock outcroppings or historic buildings within the project area. Therefore, proposed project would have no impact on the aforementioned resources.

- c) *In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

No Impact – The subject property is located in an urbanized area. The proposed General Plan Land Use designation (Multiple-Family Residential Very High – Special (“MS”)) provides for uses that are consistent with existing, surrounding land uses. Therefore, the proposed project would have no impact on regulations governing scenic quality.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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- d) *Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

Less Than Significant Impact – The subject property is located near Interstate 80 and surrounded by residential land uses. The site would potentially allow for multi-family housing, which is consistent with surrounding land uses with similar light emittance. Therefore, the proposed project would not adversely affect nighttime views.

Sources of Information

Contra Costa County General Plan 2005-2020

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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2. AGRICULTURAL AND FOREST RESOURCES – Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment, which due to their location or nature, could result in conversion of farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a-e) **No Impact** – The 2012 San Francisco Bay Area Important Farmland Map lists the project site as being “Urban and Built-Up Land.” The project will not affect prime, unique or any farmland of statewide importance. According to County records, no Williamson Act Contract is applicable to the subject parcel. The project site is currently zoned Planned Unit District (“P-1”) with a proposed General Plan designation of Multiple-Family Residential Very High – Special (“MS”). The project site is in an urbanized area with no forestland near the vicinity. Therefore, no impact to agricultural or forestland will occur.

Sources of Information

Contra Costa County Important Farmland Map 2008, prepared by the California Department of Conservation

Contra Costa County Code – Title 8 Zoning Ordinance

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
3. AIR QUALITY – Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

- a-b) **Less Than Significant Impact** – Contra Costa County is within the San Francisco Bay air basin, which is regulated by the Bay Area Air Quality Management District (“BAAQMD”). BAAQMD’s 2017 Clean Air Plan (“Plan”) focuses on two closely-related goals: protecting public health and protecting the climate. The purpose of the Clean Air Plan is to bring the air basin into compliance with the requirements of Federal and State air quality standards. The Plan offers a long-range vision of how the Bay Area could look and function in a year 2050 post-carbon economy, and describes a comprehensive pollutant control strategy that the Air District will implement over the next three to five years to protect public health and protect the climate, while setting the region on a pathway to achieve the 2050 vision. Three control strategies consistent with the proposed project, transportation, buildings and energy, describe specific actions to reduce emissions of air and climate pollutants. The relatively small scale and scope of the proposed project, or any potential future development allowed at the site should the General Plan Land Use designation change, would not preclude implementation or reduce the effectiveness of these control strategies.
- c-d) **Less Than Significant Impact** – The Plan contains screening criteria (derived using the Urban Land Use Emissions Model or “URBEMIS”) to provide lead agencies and project applicants with a conservative indication of whether a proposed project could result in potentially significant air quality impacts. The proposed project would change the subject site’s General Plan Land Use Designation from “Commercial” to “Multiple-Family Residential Very High – Special,” and could potentially yield up to 90 multi-family dwelling units. This is well below the Plan’s operational (487 dwelling units) and construction-related (114 dwelling units) criteria air pollutant screening size. Therefore, this would be considered a less than significant impact.

Sources of Information

Bay Area Air Quality Management District – Clean Air Plan (2017)

Bay Area Air Quality Management District – California Environmental Quality Act (“CEQA”) Guidelines (2017)

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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4. BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a-f) **No Impact** – According to the 2005-2020 County General Plan, the subject property is located in an urban area and not located within any designated significant ecological/protected wildlife and plant species areas. The subject site is also not within the East Contra Costa County Habitat Conservation Plan / Natural Community Conservation Plan (“HCP/NCCP” or “Plan”) boundary. Therefore, the proposed project would not impact biological resources.

Sources of Information

Contra Costa County General Plan 2005-2020 – Open Space Element

East Contra Costa County Habitat Conservation Plan / Natural Community Conservation Plan

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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5. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

- a) *Would the project cause a substantial adverse change in the significance of a historical resource pursuant to California Environmental Quality Act Guidelines Section 15064.5?*

No Impact – The subject site is a vacant lot in an urban area; suitable for in-fill development. The subject site is not listed in the California Register of Historical Resources, nor is there any record of human remains at the site. The County General Plan – Open Space Element’s Figure 9-2 (Archaeological Sensitivity Map) indicates the subject site is in a “*largely urbanized area.*” The project site contains no cultural or historic resources, therefore the proposed project or any future development would result in no impact.

- b-c) **Less Than Significant With Mitigation** – According to the Archaeological Sensitivity map (Figure 9-2) of the County General Plan, the subject site is described as “*largely urbanized areas and publicly owned lands excluded from archaeological sensitivity survey. However, there are also significant archaeological resources within the area.*” Although unlikely, there is a possibility that buried archaeological or paleontological resources, or human remains, could be present and an accidental discovery could occur during any future site improvement activities (i.e. grading, other earthwork and future development) on the project site. The mitigation measures identified in this section will provide excavation crews with information needed to identify any potential undiscovered resources and reduce the potential impact of any find to less than significant levels. In addition, the proposed project was distributed to Wilton Rancheria (April, 23, 2019) of the Department of Environmental Resources. At their request (April 24, 2019), the Contra Costa County Department of Conservation and Development will remain in consultation with Wilton Rancheria regarding this project. (CUL-1, CUL-2).

Potential Impact: Potential future site improvement activities will result in ground disturbance at the subject property. This ground disturbance has the possibility for disturbing underground cultural resources that may not have been identified to date. Therefore, staff recommends that the following mitigations be incorporated at the project level to ensure that if cultural resources are discovered during future ground disturbance, that the proper actions are taken to ensure that any impacts to those resources are reduced to a less than significant level.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Cultural Resources 1 (CUL-1): If deposits of prehistoric or historical archaeological materials are encountered during ground disturbance activities, all work within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society for California Archaeology (“SCA”) and/or the Register of Professional Archeologists (“RPA”), and Wilton Rancheria, have had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s) if deemed necessary.

Cultural Resources 2 (CUL-2): If human remains are encountered, work within 50 feet of the discovery should be redirected and the County Coroner notified immediately. At the same time, an archaeologist should be contacted to assess the situation. If the human remains are of a Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant (“MLD”) to inspect the property and provide recommendations for the proper treatment of the remains and associated grave goods.

Upon completion of the assessment, the archaeologist should prepare a report documenting the methods and results, and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report should be submitted to the Northwest Information Center and appropriate Contra Costa agencies.

Sources of Information

Contra Costa County General Plan 2005-2020 – Open Space Element

California Register of Historical Resources (Webpage): http://ohp.parks.ca.gov/?page_id=21238

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
6. ENERGY – Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

a-b) **Less Than Significant Impact** – The subject site is within the service boundaries of energy (Pacific Gas & Electric or “PG&E”), water and wastewater utilities (East Bay Municipal Utility District or “EBMUD”). The proposed project is consistent with the land use context of the surrounding area. The project sponsor would be required to comply with conditions of approval regarding construction activity restrictions that outline best management practices to ensure that construction activities are conducted in the most efficient and least impactful way possible (e.g. limiting idling time for vehicles and equipment). The proposed project will be required to meet all energy efficiency standards outlined in the most recent California Building Code when designing any proposed buildings. Meeting or exceeding these energy efficiency requirements would ensure that the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Therefore, the proposed project would not significantly impact energy resources or conflict with state or local plans for renewable and/or efficient energy systems.

Sources of Information

Contra Costa County “CCMAP” Geographic Information System

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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7. GEOLOGY AND SOILS – Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

a) *Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:*

i-iii) **Less Than Significant Impact** – According to the County General Plan – Safety Element, the subject site is not located along a mapped earthquake fault. Estimated seismic ground response (Figure 10-4) for the subject site rates at “*Moderate damage susceptibility. Local ground conditions vary. Sounds structures on firm, dry alluvium typically perform satisfactorily. Water saturated areas are potentially hazardous.*”

iv) *Landslides?*

Less Than Significant Impact – According to the County General Plan – Safety Element, the subject site is described as “Quaternary Alluvium” (Figure 10-1) which includes “*Consolidated and unconsolidated sediments. Localized problems for building include expansive clays, hillside earthflows and unstable cut slopes.*” The subject site has a

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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generally flat topography. Future site development would not require hillside manipulation or cut slopes. Building foundations will be designed in compliance with all required codes and standards to address the potential for expansive clays. Additionally, the General Plan maps geological hazards (Figure 10-6); the subject site is not located in a reclaimed or landslide deposit areas. Project impacts would be less than significant.

- b-e) **Less Than Significant Impact** – The County General Plan – Conservation Element, Figure 8-5 indicates the subject site is within “*Lowland Soil Associations, The Soil Conservation Service recognized six central lowland soil associations. Most of these soil associations are slowly to very slowly permeable, highly expansive and corrosive with slight erosion hazards.*” Conversion of agricultural lands to housing or other development typically temporarily renders exposed soil vulnerable to erosion. This condition improves and stabilizes following construction, if proper construction drainage and landscaping practices have been followed. However, given the subject site was not previously used for agricultural purposes, compromised soil stability is far less likely and impacts are considered less than significant.

- f) *Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

Less Than Significant With Mitigation – With respect to paleontological resources, there is a possibility that buried archaeological resources could be present and accidental discovery could occur. Standard Contra Costa County Department of Conservation and Development practice is to require that work shall stop if such materials are uncovered during grading, trenching, or other onsite earthwork until a certified archaeologist has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation as deemed necessary. Nevertheless, the included mitigation measures (**CUL-1 and CUL-2**) will address any unexpected discovery or find which may occur during the construction phase of the project.

Sources of Information

Contra Costa County General Plan 2005-2020 – Conservation Element

Contra Costa County General Plan 2005-2020 – Open Space Element

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
8. GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

- a) *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Less Than Significant Impact – Greenhouse gases are gases that trap heat in the atmosphere and contribute to global climate change. Greenhouse gases include gases such as carbon dioxide, methane, nitrous oxide, and various fluorocarbons commonly found in aerosol sprays. Typically, a single residential or commercial construction project in the County would not generate enough greenhouse gas (“GHG”) emissions to substantially change the global average temperature; however, the accumulation of GHG emissions from all projects both within the County and outside the County has contributed and will contribute to global climate change.

The future construction and operation of multi-family residences on the subject site will generate some GHG emissions; however, the amount generated would not result in a significant adverse environmental impact. This determination has been made using the screening criteria provided in the Bay Area Air Quality Management District’s BAAQMD California Environmental Quality Act (“CEQA”) Air Quality Guidelines (2017) as a guide, which specifies 94 dwelling units as the operational greenhouse gas screening size. If the project does not exceed the screening criteria, the project would not result in significant environmental impacts related to GHG emissions

- b) *Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Less Than Significant Impact – In December 2015, the County Board of Supervisors adopted the Contra Costa County Climate Action Plan. This Climate Action Plan (“CAP”) demonstrates Contra Costa County’s commitment to addressing the challenges of climate change by reducing local GHG emissions while improving community health. Additionally, this CAP meets the CEQA requirements for developing, and is consistent with the BAAQMD guidance on preparing, a qualified GHG reduction strategy. The strategies include measures such as implementing standards for green buildings and energy-efficient buildings, reducing vehicle and transit-related emissions, and reducing waste disposal.

The proposed project, if approved, would institute a General Plan land use designation that could allow for the construction of up to 90 multi-family units. While this would generate some GHG emissions, it would not generate GHG emission levels that would result in a conflict with any

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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policy, plan, or regulation adopted for the purpose of reducing GHG emissions. Other than energy-efficient buildings, the Contra Costa County CAP does not include goals, policies or implementation strategies for residential development. Therefore, the project will not conflict with the County CAP and therefore have a less than significant impact.

Sources of Information

Bay Area Air Quality Management District – California Environmental Quality Act (“CEQA”) Guidelines (2017)

Bay Area Air Quality Management District CEQA Guidelines May 2017 Part I: Thresholds of Significance & Project Screening Section 3.1 SCREENING CRITERIA, Table 3-1			
Land Use Type	Operational Criteria Pollutant Screening Size	Operational GHG Screening Size	Construction-Related Screening Size
Retirement community	487 du (ROG)	94 du	114 du (ROG)

ROG = Reactive Organic Gasses

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
9. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

Less Than Significant Impact – The proposed project does not include the routine transport, use, or disposal of hazardous materials. Over the long term, it can be anticipated that the use of chemicals by future residents would be typical (e.g. cleaning and gardening products). Accordingly, the risks of creating a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials are considered to be less than significant.

- b) *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?*

Less Than Significant Impact – As described above, the proposed project does not include the routine transport, use, or disposal of hazardous materials. Over the long term, it can be anticipated

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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that the use of chemicals by future occupants would be typical of residences (e.g. cleaning and gardening products). Additionally, a review of regulatory databases maintained by County, State, and federal agencies found no documentation of hazardous materials violations or discharge on the subject property. Pursuant to the Hazardous Waste and Substances Site List (Cortese List) maintained by the California Department of Toxic Substances Control (“DTSC”), the subject property is not identified as a hazardous materials site. Accordingly, the impact of a release of hazardous materials on the site would be less than significant.

- c) *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

No Impact – There are no schools within one-quarter mile of the subject site. Therefore, there would be no impact from the proposed project.

- d) *Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

No Impact – A review of regulatory databases maintained by County, State, and federal agencies found no documentation of hazardous materials violations or discharge on the subject property. Pursuant to the Hazardous Waste and Substances Site List (Cortese List) maintained by the California Department of Toxic Substances Control (“DTSC”), the subject property is not identified as a hazardous materials site. Therefore, there would be no impact from the proposed project.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

No Impact – The subject property is not located within the Airport Influence Area of the Contra Costa County Airport Land Use Compatibility Plan, as shown in Figure 5-5 of the County General Plan. As a result, the proposed project would not result in a change in air traffic patterns that would result in a substantial safety risk.

- f) *Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

Less Than Significant Impact – The subject property is a vacant lot located on Willow Avenue in Rodeo, CA. Any buildings or improvements proposed for the site will be required to provide a fire safety and emergency evacuation plan, in accordance with the California Fire Code, for future occupants. Willow Avenue is directly accessible from Interstate Highway 80 (“I-80”). Future proposed improvements must comply with the Hercules-Rodeo Fire Projection District’s

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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requirements for fire lane delineation, water supply and fire hydrants. While the proposed project has potential to increase the local population and induce demand on existing emergency services, the project is consistent with the County’s General Plan – Growth Management Element standards for emergency services and would therefore have a less than significant impact on any adopted emergency response plans or emergency evacuation plans.

- g) *Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?*

No Impact – The subject site is not located within or adjacent to wildland areas. Therefore, there would be no impact from the proposed project.

Sources of Information

California Department of Toxic Substances Control, Hazardous Waste and Substances Site List (Cortese List)

Contra Costa County Airport Land Use Compatibility Plan, Figure 5-5

Contra Costa County General Plan 2005-2020 – Growth Management Element

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
10. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i) Result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?*

Less Than Significant Impact – The new impervious surface, grading and excavation that could occur with future development of the subject site would be regulated pursuant to the National Pollution Discharge Elimination System (“NPDES”) program. The State Water Resources Control Board has adopted a statewide General Permit that applies to most storm water discharges associated with construction activity. Pursuant to the General Permit, if the proposed construction activity would disturb more than one acre of land, an applicant would be required to develop and implement a Storm Water Pollution Prevention Plan (“SWPPP”) that includes Best Management Practices (“BMPs”) designed to reduce potential impacts to surface water quality through both construction and the life of the project.

In addition, the proposed project must comply with applicable Contra Costa County C.3 requirements. The County has the authority to enforce compliance with its Municipal Regional Permit authority in its adopted C.3 requirements. The C.3 requirements stipulate that projects

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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creating and/or redeveloping at least 10,000 square feet (5,000 square feet for projects that include parking lots, restaurants, automotive service facilities and gas stations) of impervious surface shall treat storm water runoff with permanent storm water management facilities, along with measures to control runoff rates and volumes.

Compliance with the aforementioned regional and local standards ensures that the water quality effects of future development at the subject site will be less than significant.

- b) *Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

Less Than Significant Impact – The subject site is within the East Bay Municipal Utility District (“EBMUD”) service area and water service for any future development would be authorized and regulated by the agency. Therefore, there would be a less than significant impact to the groundwater basin.

- c) *Would the project substantially alter the existing drainage pattern of the area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:*

- i-iii) **Less Than Significant Impact** – The General Plan Growth Management Element requires major new development to finance the full costs of drainage improvements necessary to accommodate peak flows due to the project.

The property is generally level and slopes slightly toward Willow Avenue. Future site improvements should not substantially alter the drainage pattern of the site or area or result in substantial erosion or siltation. Future development plans will be submitted with a preliminary Storm Water Control Plan that provides the required storm drain systems and bioretention facilities for review and approval by the County Public Works Department (“PWD”).

Division 914 of the County Ordinance Code requires that all storm water entering and/or originating on this property be collected and conveyed, without diversion and within an adequate storm drainage system, to an adequate natural watercourse having a definable bed and banks or to an existing adequate public storm drainage system which conveys the storm water to an adequate natural watercourse. A preliminary SWCP will be reviewed by the PWD for adequacy. Review of a final SWCP is required prior to construction of improvements. Conformance of future development with this requirement would ensure that there would not be any significant risk due to an increase in project-related volume of runoff that would result in onsite or off-site flooding.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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- d) *In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?*

No Impact – The subject site is not located within a flood hazard, tsunami or seiche zone.

- e) *Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

No Impact – The subject site is within the Contra Costa County Groundwater Sustainability Agency (“GSA”) service area. Future development at the subject site would be regulated by the Contra Costa County Water Agency. Future development of the subject site would have no impact on the implementation of the subbasin’s sustainable groundwater management plan.

Sources of Information

Contra Costa County Geographic Information System

Contra Costa County Code – Title 9

East Bay Municipal Utility District (Webpage): <https://www.ebmud.com/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
11. LAND USE AND PLANNING – Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project physically divide an established community?*

No Impact – The subject property is a less than 1-acre “in-fill” site set within an already established residential neighborhood. The potential uses for the subject site under the proposed General Plan land use designation (Multiple-Family Residential Very High – Special) would be consistent with the land use setting. Therefore, the proposed project nor future development of the subject site as a result of the proposed project would cause physical community division.

- b) *Would the project cause a significant environmental impact due to conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

No Impact – The proposed project includes changing the subject site’s General Plan land use designation from “Commercial” to “Multiple-Family Residential Very-High – Special.” Such a change is consistent with the Rodeo Specific Plan, existing zoning and area land use context. Therefore, the proposed project would not produce impacts as a result from conflicts with existing land use plans, policies or adopted regulations.

Sources of Information

Contra Costa County General Plan 2005-2020 – Land Use Element

Contra Costa County Geographic Information System

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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12. MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

a-b) **No Impact** – According to the County General Plan – Conservation Element, Figure 8-4 the subject site is not within a significant mineral resource area.

Sources of Information

Contra Costa County General Plan 2005-2020 – Conservation Element

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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13. NOISE – <i>Would the project result in:</i>				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Less Than Significant With Mitigation – Future development at the subject site is not expected to expose persons to, or generate, noise levels in excess of the Community Noise Exposure Levels shown on Figure 11-6 of the General Plan – Noise Element. Figure 11-6 shows that levels of 65 decibels (“dB”) or less are normally acceptable and 70 dB or less are conditionally acceptable. According to Figure 11-5A of the Noise Element, the property is not located within an area potentially exposed to day/night average sound level (“DNL”) and Community Noise Equivalent Level (“CNEL”) noise levels exceeding 60 A-weighted decibels (“dBA” or average sound levels). As noise levels at the property are not expected to exceed 60 dBA, the noise levels are considered “normally acceptable,” and the applicant would not be required to implement noise-reducing mitigations to reduce noise levels.

In addition, Policy 11-4 of the Noise Element and Title 24, Part 2, of the California Code of Regulations require that interior noise levels in new multi-family residences meet a DNL of 45 dBA. All new multi-family residences are required by the Contra Costa County Building Inspection Division to provide a Title 24 report that includes building materials that will satisfy the required interior noise levels at a DNL of 45 dBA. Therefore, no additional mitigations would be required for interior noise levels.

Finally, grading and construction activities related to future development of the site may induce periods of loud noise from construction equipment, vehicles, and tools. Although grading and construction activities would be temporary, such activities could have a potentially significant adverse environmental impact during project construction. Consequently, the applicant is required

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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to implement the noise mitigation measures to bring potential noise impacts to a less than significant level (**Noise-1**).

Potential Impact

Construction and grading-related activities for future development as a result of the proposed project has the potential to impose significant, albeit temporary (construction), noise-related impacts on the surrounding neighborhood if not mitigated.

Mitigation Measure

Noise-1: The following noise reduction measures shall be implemented during project construction and shall be included on all construction plans.

- The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties. This shall be communicated to all project-related contractors.
- The applicant shall require their contractors and subcontractors to fit all internal combustion engines with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors as far away from existing residences as possible.
- Large trucks and heavy equipment are subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.
- All construction activities shall be limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday (certain low-impact, innocuous construction activities may be allowed during Saturdays after written approval by the Zoning Administrator), and are prohibited on state and federal holidays on the calendar dates that these holidays are observed by the state or federal government as listed below:
 - New Year's Day (State and Federal)
 - Birthday of Martin Luther King, Jr. (State and Federal)
 - Washington's Birthday (Federal)
 - Lincoln's Birthday (State)
 - President's Day (State and Federal)
 - Cesar Chavez Day (State)
 - Memorial Day (State and Federal)
 - Independence Day (State and Federal)
 - Labor Day (State and Federal)
 - Columbus Day (State and Federal)
 - Veterans Day (State and Federal)
 - Thanksgiving Day (State and Federal)

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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- Day after Thanksgiving (State)
- Christmas Day (State and Federal)

Implementation of these mitigation measures would reduce construction period noise impacts to a less than significant level.

- b) *Would the project result in generation of excessive groundborne vibration or groundborne noise levels?*

Less Than Significant Impact – Future use (residential) of the project site would not generate significant ground borne vibration. Also, the proposed project does not include, nor would it yield potential for, any future site development with components (e.g., pile driving) that would generate excessive ground-borne vibration levels. Therefore, there would be a less than significant impact on ground-borne vibration or noise levels.

- c) *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact – The subject property is not located within the Airport Influence Area of the Contra Costa County Airport Land Use Compatibility Plan, as shown in Figure 5-5 of the County General Plan. There are no established private airstrips within two miles of the subject site.

Sources of Information

Contra Costa County General Plan 2005-2020 – Transportation and Circulation Element

Contra Costa County General Plan 2005-2020 – Noise Element

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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14. POPULATION AND HOUSING – <i>Would the project:</i>				
a) Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?*

Less Than Significant Impact – The proposed project would change the General Plan land use designation of the subject property from “Commercial” to “Multiple-Family Residential Very High – Special” (“MS”), which may increase the population (up to 257 residents using U.S. Census Bureau rate of 2.86 persons per household (2013-2017) in Contra Costa County) by implementing an estimated 90 units at the currently vacant site. The County General Plan’s Growth Management Plan standards generally consider an increase of 1,000 people as the threshold of significance. Therefore, the impact of adding 90 units to the area would be less than significant.

- b) *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

No Impact – The subject property is currently a vacant lot and surrounded by residential and public/semi-public uses. The proposed project would allow for multi-family residential development. Since the subject property is undeveloped, a reduction in the number of housing units in the area would not occur. Rather, with the proposed General Plan land use designation the site could yield up to an additional 90 new living units. Therefore, the project would not have a negative effect on existing housing.

Sources of Information

Contra Costa County General Plan 2005-2020 – Land Use Element

United States Census Bureau (Webpage):

<https://www.census.gov/quickfacts/contracostacountycalifornia>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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15. PUBLIC SERVICES – Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Police Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a) *Fire Protection?*

Less Than Significant Impact – Fire protection and emergency medical response services for the project site and area are provided by the Rodeo-Hercules Fire Protection District (“RHFPD”). The closest fire station to the subject property is Station #76 located approximately 2.1 miles south of the subject site at 1680 Refugio Valley Road in Hercules. Any proposed building plans would be reviewed and approved by the RHFPD to verify compliance with requirements for fire lane delineation, water supply, fire hydrants, amongst other items. As a result, potential impacts of the proposed project on fire protection services would be less than significant.

b) *Police Protection?*

Less Than Significant Impact – Police protection services in the project vicinity are provided by the Contra Costa County Sheriff’s Office (Martinez) located approximately 12.2 miles east of the project site. Public protection standards under Policy 4-c of the Growth Management Element (“GME”) of the County General Plan state a Sheriff facility standard of “155 square feet of station area and support facilities per 1,000 in population shall be maintained within the unincorporated area of the County.” The proposed project would not induce a significant population increase within the County that would equal or exceed 1,000 persons. The project would potentially allow up to 90 multi-family units to be constructed, which may increase the area population by an estimated 257 residents, based on the U.S. Census Bureau rate of 2.86 persons per household (2013-2017) in Contra Costa County. Therefore, the proposed project will not induce significant demand on existing Sheriff or support facilities such that expansion of said facilities would be required.

c) *Schools?*

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Less Than Significant Impact – Public education services for students from the area are provided by the John Swett Unified School District. For each new residential unit, the applicant would be required to pay the state-mandated school impact fees. Payment of the fees pursuant to State regulations for school services would reduce school impacts to less than significant levels.

d) *Parks?*

Less Than Significant Impact – Parks and recreation standards under the GME require three acres of neighborhood park area per 1,000 in population. The proposed project would not induce a significant population increase within the County that would equal or exceed 1,000 persons. Ninety multi-family residential units may be constructed under the proposed General Plan Land Use designation, which may directly increase the area population by an estimated 257 residents, based on the U.S. Census Bureau rate of 2.86 persons per household (2013-2017) in Contra Costa County. Furthermore, the applicant would be required to pay a Park Impact Fee for each new residence, which is used to acquire parkland and develop parks and recreation facilities to serve new residential development in the unincorporated areas of the County. Thus, there would be a less than significant impact from this project on the use of the local public parks and recreational facilities by residents of the Rodeo area.

e) *Other public facilities?*

Libraries: Less Than Significant Impact – Contra Costa Library operates 35 facilities in Contra Costa County. The closest facility is the Rodeo Library, which is approximately 0.8 miles north of the subject property. The Contra Costa Library system is primarily funded by local property taxes, with additional revenue from intergovernmental sources. Accordingly, there would be a less than significant impact created by proposed project or future development at the subject site to the public libraries utilized by Contra Costa residents.

Health Facilities: Less Than Significant Impact – Contra Costa County Health Services District (“CCCHSD”) operates a regional medical center (hospital) and 11 health centers and clinics in the County. County health facilities generally serve low income and uninsured patients. CCCHSD is primarily funded by federal and state funding programs, with additional revenue from local taxes. The proposed project may result in new residential development which would increase local tax revenues that support health care facilities. Thus, there would be a less than significant impact created by the proposed project or future development at the subject site to public health facilities utilized by Contra Costa residents.

Sources of Information

Contra Costa County General Plan 2005-2020 – Growth Management Element

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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United States Census Bureau (Webpage):

<https://www.census.gov/quickfacts/contracostacountycalifornia>

Contra Costa County Fire Protection District, Fire Stations (Webpage) <http://www.cccfpd.org/station-address.php>

Contra Costa County Sheriff, Patrol Division (Webpage) <http://www.co.contra-costa.ca.us/208/Patrol-Division>

Contra Costa Library (Webpage) <http://ccclib.org/locations/index.html>

Contra Costa Health Services (Webpage) <https://cchealth.org/centers-clinics/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
16. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

Less Than Significant Impact – As discussed in the “Public Services” section of this Initial Study, parks and recreation standards under the General Plan Growth Management Element (“GME”) require three acres of neighborhood park area per 1,000 in population. Under the proposed General Plan land use designation, up to 90 multi-family units may be constructed at the subject site but would not induce a substantial population increase within the County. Thus, there would be a less than significant impact from the proposed project or future development to local public parks and recreational facilities utilized by Rodeo residents.

- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?*

No Impact – Potential future multi-family development at the project site would not result in a substantial increase in residential population. Parks and recreation standards under the GME require three acres of neighborhood park area per 1,000 in population. Thus, there would be no impact as a result of the proposed project, or any future development, requiring the construction or expansion of recreational facilities

Sources of Information

Contra Costa County General Plan 2005-2020 – Growth Management Element

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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17. TRANSPORTATION – Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3(b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?*

Less Than Significant Impact – The Contra Costa Transportation Authority (“CCTA” or “Authority”) is the County Congestion Management Agency (“CMA”). As the CMA, the Authority must, under State law, prepare a Congestion Management Program (“CMP”) and update it every two years. The CMP is meant to outline the CMA’s strategies for managing the performance of the regional transportation system within its county. Each CMP must contain several components, including: traffic level-of-service standards for State highways and principal arterials, and multi-modal performance measures to evaluate the current and future system.

In addition, CCTA develops the Countywide Transportation Plan, which contains the Subregional Action Plans for Routes of Regional Significance (“RRS”). A RRS includes all portions of an Interstate or State highway, as well as major arterial roadways, that serve one or more of the following functions: connects two or more “regions” of the County, crosses County boundaries, carries a significant amount of through traffic, or provides access to a regional highway or transit facility (e.g., a BART station or freeway interchange). The Action Plans are intended to reduce the impact of new development on freeways, arterials, transit and major trails through establishing multi-modal transportation service objectives (“MTSOs”).

Lastly, in collaboration with the cities and unincorporated County, CCTA develops the Countywide Bicycle and Pedestrian Plan (“CBPP”). The CBPP lays out the policies and actions to support and increase alternatives to driving alone like walking and bicycling in Contra Costa.

The nearest RRS to the subject site is San Pablo Avenue (370 feet to the north). The Level of Service (“LOS”) monitoring report for the CMP analyzes 65 intersection locations throughout the County. The LOS standard for San Pablo Avenue is LOS E. All CMP-monitored intersections on San Pablo Avenue operate at LOS E or better (closest intersection to project is San Pablo Avenue/John Muir Parkway, which operates at LOS C during both the AM and PM peak period). Willow Avenue (project site frontage) is a four-lane arterial with sidewalks and Class II (striped)

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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bicycle lanes. Future development of the subject property would provide similar frontage improvements. Potential future development at the site could yield up to 90 multi-family units under the proposed General Plan land use designation. However, the relatively small scale of such a project would not create traffic volumes that could conflict with the aforementioned programs and plans.

- b) *Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3(b)?*

No Impact – The County nor CCTA currently have adopted thresholds of significance for vehicle miles traveled (“VMT”). Therefore, there would be no impact based on applicable VMT thresholds.

- c) *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

No Impact – There are no increased hazards due to a design feature such as curves or intersections. The ingress/egress to the subject property will be placed along Willow Avenue consistent with General Plan policy, and new sidewalks will be provided on the project frontage. The Rodeo-Hercules Fire Protection District will review future improvement plans for conformance with the applicable standards, which include emergency access.

- d) *Would the project result in inadequate emergency access?*

No Impact – As previously mentioned, the Rodeo-Hercules Fire Protection District will review future improvement plans for conformance with the applicable standards, which include emergency access. In addition, the subject site is vacant/unimproved; future improvements can be designed precisely to standard.

Sources of Information

CCTA Congestion Management Program (2017)

CCTA Level of Service Monitoring Report (2015)

CCTA Countywide Bicycle and Pedestrian Plan (2018)

Contra Costa County General Plan 2005-2020 – Transportation and Circulation Element

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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18. TRIBAL CULTURAL RESOURCES – Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- a) *Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?*

No Impact – As discussed in “Cultural Resources” Section 5.a of this Initial Study, the California Public Resources code defines a historical resource as one that has been listed or is eligible for listing on the California Historical Register of Historical Resources, a resource included in a local register of historical resources, or identified as significant in a historical survey meeting the requirements of the Public Resources Code. As there are no buildings or structures on the vacant project site listed on Contra Costa County’s Historic Resources Inventory, on California’s Register of Historical Resources, or the National Register of Historic places, the project site would not be considered a historical resource. Therefore, there would be no impact from the proposed project, or future development, to tribal cultural resources resulting in an adverse change of said historical resource.

- b) *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?*

Less Than Significant With Mitigation – The proposed project was distributed to Wilton Rancheria of the Department of Environmental Resources. As discussed in “Cultural Resources” Sections 5.b, and 5.c of this Initial Study, there is a possibility that buried archaeological resources, paleontological resources, or human remains could be present and accidental discovery could occur during future site development activities (e.g. grading and other earthwork), resulting in a

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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potentially significant adverse environmental impact on tribal cultural resources. As a result, the applicant is required to implement mitigation measures **CUL-1** and **CUL-2**. Implementation of these mitigation measures would reduce impacts from accidental discovery to less than significant levels.

Sources of Information

Contra Costa County General Plan 2005-2020 – Open Space Element

California Register of Historical Resources (Webpage): http://ohp.parks.ca.gov/?page_id=21238

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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19. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

- a) *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?*

No Impact – The subject property is a vacant 0.98-acre lot within in an existing urban (primarily residential) area. Approval of the proposed project could yield future development of up to 90 multi-family units. None of the project characteristics could cause a reasonably foreseeable relocation or construction of new utilities or municipal service infrastructure.

- b) *Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?*

Less Than Significant Impact – The project site is within the service area of the East Bay Municipal Utilities District (“EBMUD”). Future development plans shall be submitted to and reviewed by EBMUD and, by meeting the development standards of EBMUD, the proposed project would be expected to be accommodated by existing water facilities without expansion of the existing system. Accordingly, the impact of providing water service to future development would be less than significant.

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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- c) *Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

Less Than Significant Impact – The project site is within the Rodeo Sanitary District (“District”) service area. Future development plans shall be submitted to and reviewed by Rodeo Sanitary and, by meeting the development standards of the District, the proposed project would be expected to be accommodated by existing waste water treatment facilities without expansion of the existing system. Accordingly, the impact of serving future development would be less than significant.

- d) *Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*

Less Than Significant Impact – The proposed project would generate construction solid waste and post-construction residential solid waste. Construction waste in Contra Costa County is diverted away from landfills and recycled through the three established transfer stations in the County. Construction on the project site would be subject to the CalGreen Construction and Demolition Debris Recovery Program administered by the County Department of Conservation and Development at the time of application for a building permit. The Debris Recovery Program would eliminate the construction debris headed to the landfill by diverting materials that can be recycled to appropriate recycling facilities.

With respect to residential solid waste, the receiving landfill is the Keller Canyon Landfill, located at 901 Bailey Road in Bay Point. Keller Canyon is estimated to be at 15 percent of capacity. Residential waste from the proposed project would incrementally add to the operational waste headed to the landfill; however, the impact of the project-related residential waste is considered to be less than significant.

- e) *Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

No Impact – The proposed project would comply with applicable federal, state, and local laws related to solid waste. The project would institute the possibility of establishing multi-family residential land uses. However, this land use type would not result in the generation of unique types of solid waste that would conflict with existing regulations applicable to solid waste. Furthermore, compliance with CalGreen’s solid waste requirements, such as the Construction and Demolition Debris Recovery Program, will ensure the project complies with all applicable federal, state, and local laws related to solid waste

Sources of Information

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Contra Costa County Geographic Information System

East Bay Municipal Utility District (Webpage): <https://www.ebmud.com/>

CalGreen/Construction & Demolition Debris Recovery Program (Webpage): <http://www.co.contra-costa.ca.us/4746/CalGreen-Construction-Demolition-Debris->

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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20. WILDFIRE – <i>If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:</i>				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby, expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUMMARY:

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a-d) **No Impact** – The subject site is not within or near CAL FIRE’s Fire Hazard Severity Zones for State Responsibility Area lands.

Sources of Information

CAL FIRE (Webpage): <https://osfm.fire.ca.gov/divisions/wildfire-prevention-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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21. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUMMARY:

- a) *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?*

Less Than Significant Impact – The proposed project includes a proposed General Plan amendment from “Commercial” to “Multi-Family Residential Very High – Special,” which could potentially yield a buildout on the subject site of up to 90 multi-family residential units. With incorporating the proposed mitigation measures, the proposed project (including the relatively small scale of the potential future “in-fill” development the proposed project could yield), location in an area that has been previously built-out, and the fact that the allowed land uses under the proposed project are consistent with existing improvements and environmental conditions, the potential for the proposed project to degrade the quality of the environment, reduce habitat, threaten wildlife, or eliminate examples of California history is less than significant. Proposed mitigation measures in this Initial Study will be conditions of approval and the applicant will be responsible for their implementation.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)*

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Less Than Significant Impact – The proposed project would not create substantial cumulative impacts. The project site is located within the Urban Limit Line in an area that is primarily residential and public/semi-public land (e.g. schools, trails, parks, etc.). The proposed project would be consistent with the existing surrounding land use setting. In addition, there will be no significant increase in the demand for public services such as water, sewage disposal, or solid waste disposal that would require new or expanded infrastructure improvements that could impact the environment. In other words, the proposed project is of a nature and scale that has minimal impacts in areas such as population, traffic, public utilities, and aesthetics, which can often cause an impact to the environment when viewed cumulatively over various projects.

- c) *Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?*

Less Than Significant Impact – This Initial Study has disclosed impacts that would be less than significant with the implementation of mitigation measures. All identified mitigation measures will be included in the conditions of approval for the proposed project, and the applicant will be responsible for implementation of those measures. As a result, there would not be any environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.

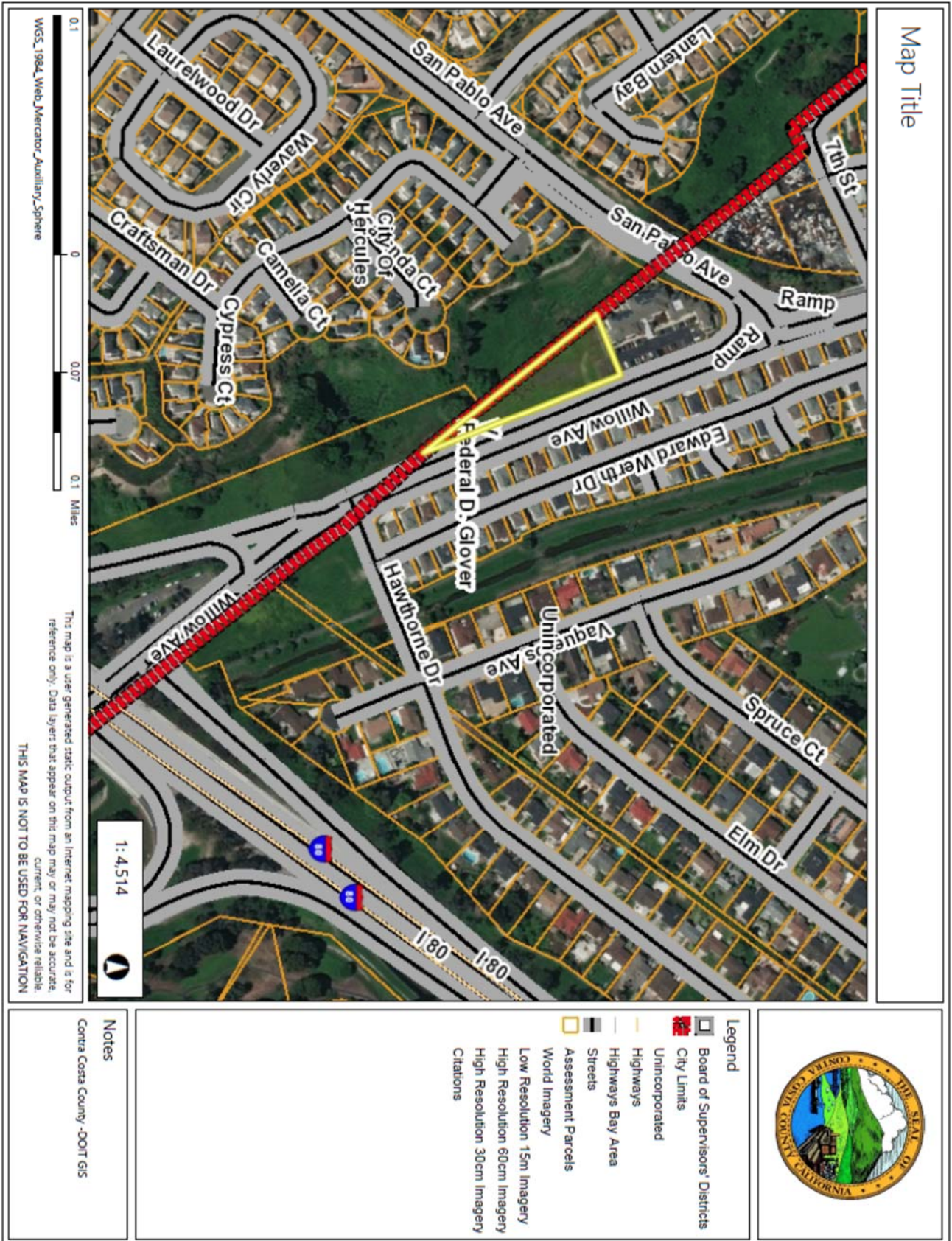
REFERENCES

In the process of preparing the Initial Study Checklist and conduction of the evaluation, the following references (which are available for review at the Contra Costa County Department of Conservation and Development, 30 Muir Rd., Martinez, CA 94553) were consulted:

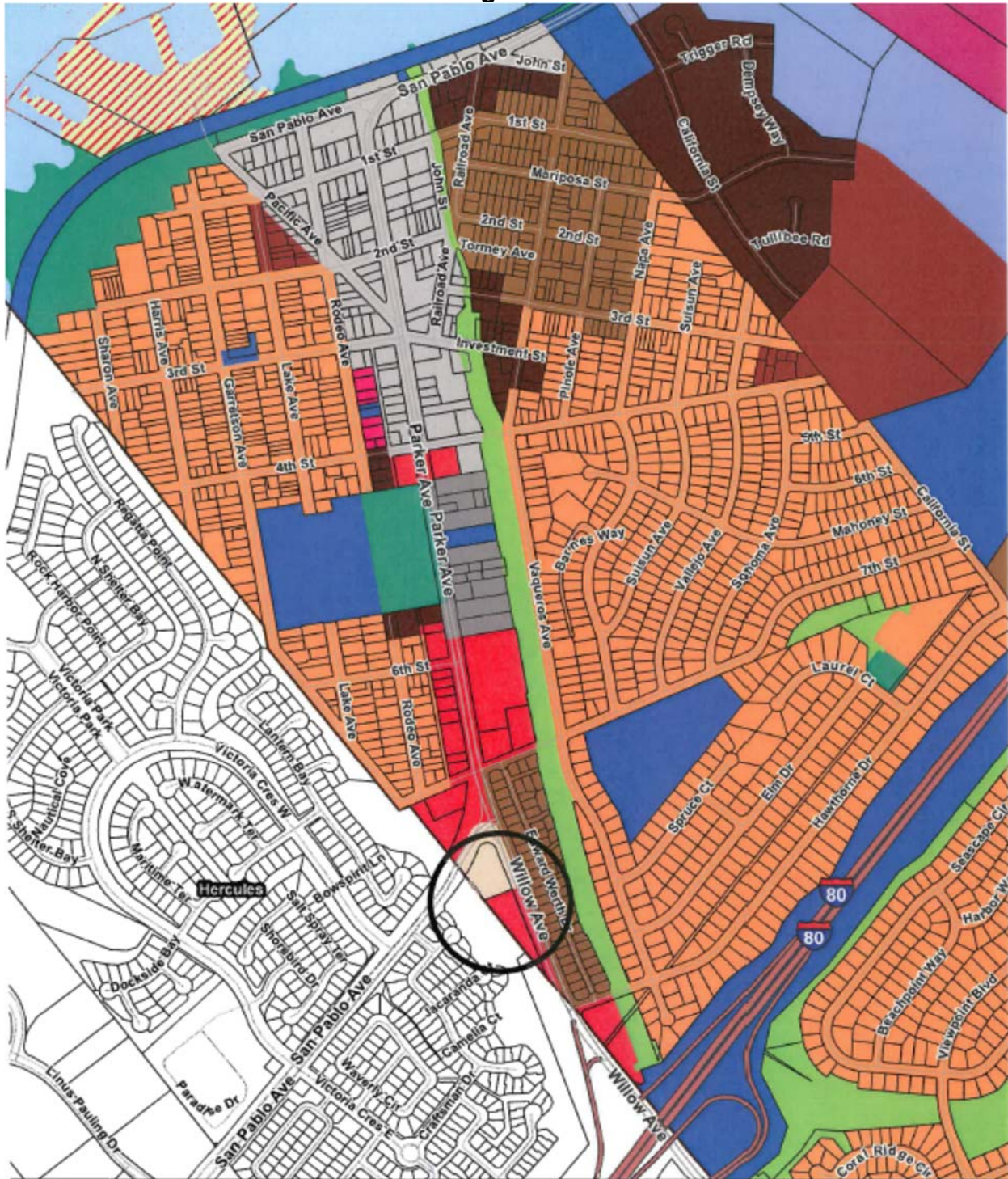
1. Contra Costa County General Plan 2005-2020
2. Contra Costa County Ordinance Code (Title 8)
3. Contra Costa County Code (Title 9)
4. Contra Costa County Important Farmland Map 2008
5. Bay Area Air Quality Management District – Clean Air Plan (2017)
6. East Contra Costa County Habitat Conservation Plan / Natural Community Conservation Plan
7. Contra Costa County General Plan 2005-2020 – Open Space Element
8. California Register of Historical Resources (Webpage):
http://ohp.parks.ca.gov/?page_id=21238
9. Contra Costa County “CCMAP” Geographic Information System
10. Bay Area Air Quality Management District – California Environmental Quality Act (“CEQA”) Guidelines (2017)
11. Bay Area Air Quality Management District CEQA Guidelines May 2017
12. California Department of Toxic Substances Control, Hazardous Waste and Substances Site List (Cortese List)
13. Contra Costa County Airport Land Use Compatibility Plan
14. East Bay Municipal Utility District (Webpage): <https://www.ebmud.com/>
15. United States Census Bureau (Webpage):
<https://www.census.gov/quickfacts/contracostacountycalifornia>
16. Contra Costa County Fire Protection District, Fire Stations (Webpage)
<http://www.cccfpd.org/station-address.php>
17. Contra Costa County Sheriff, Patrol Division (Webpage) <http://www.co.contra-costa.ca.us/208/Patrol-Division>
18. Contra Costa Library (Webpage) <http://ccclib.org/locations/index.html>
19. Contra Costa Health Services (Webpage) <https://cchealth.org/centers-clinics/>
20. Contra Costa County General Plan 2005-2020 – Growth Management Element
21. Contra Costa Transportation Authority (“CCTA”) Congestion Management Program (2017)
22. CCTA Level of Service Monitoring Report (2015)
23. CCTA Countywide Bicycle and Pedestrian Plan (2018)
24. California Register of Historical Resources (Webpage):
http://ohp.parks.ca.gov/?page_id=21238
25. East Bay Municipal Utility District (Webpage): <https://www.ebmud.com/>
26. CalGreen/Construction & Demolition Debris Recovery Program (Webpage):
<http://www.co.contra-costa.ca.us/4746/CalGreen-Construction-Demolition-Debris->
27. CAL FIRE (Webpage): <https://osfm.fire.ca.gov/divisions/wildfire-prevention-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>

ATTACHMENTS

1. Vicinity Map



2. Existing General Plan



0 312.5 625 1,250 Feet

Map Created 11/05/2018
by Contra Costa County Department of
Conservation and Development, GIS Group
30 Main Road, Martinez, CA 94503
925.941.7910 122.97.65.74467

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use the data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.



Mitigation Monitoring Program

County File #GP18-0007

**700 Block of Willow Avenue
Rodeo, CA 94572
APN: 357-120-074**

October 23, 2019

SECTION 5: CULTURAL RESOURCES

Potentially Significant Impacts: Construction activities on the project site could (b) cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5, (c) directly or indirectly destroy a unique paleontological resource or site or unique geologic feature, and (d) disturb human remains, including those interred outside of formal cemeteries.

Mitigation Measure(s):

Cultural Resources-1 (CUL-1): If deposits of prehistoric or historical archaeological materials are encountered during ground disturbance activities, all work within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society for California Archaeology ("SCA") and/or the Register of Professional Archeologists ("RPA"), and Wilton Rancheria, have had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s) if deemed necessary.

Cultural Resources-2 (CUL-2): If human remains are encountered, work within 50 feet of the discovery should be redirected and the County Coroner notified immediately. At the same time, an archaeologist should be contacted to assess the situation. If the human remains are of a Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant ("MLD") to inspect the property and provide recommendations for the proper treatment of the remains and associated grave goods.

Upon completion of the assessment, the archaeologist should prepare a report documenting the methods and results, and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report should be submitted to the Northwest Information Center and appropriate Contra Costa agencies.

Implementing Action:	COA
Timing of Verification:	During construction activities.
Responsible Department or Agency:	Project proponent and DCD.
Compliance Verification:	Submit reports to DCD for review and approval if there is a qualifying find on-site.

SECTION 7: GEOLOGY/SOILS

Potentially Significant Impact: Construction activities on the project site could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Mitigation Measure(s):

Abbreviations:

Condition of Approval ("COA")
Department of Conservation and Development ("DCD")
Public Works Department ("PWD")

Mitigation Monitoring Program
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Geology/Soils-1 (GEO-1): With respect to paleontological resources, there is a possibility that buried archaeological resources could be present and accidental discovery could occur. Standard Contra Costa County Department of Conservation and Development practice is to require that work shall stop if such materials are uncovered during grading, trenching, or other onsite earthwork until a certified archaeologist has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation as deemed necessary. Nevertheless, the included mitigation measures (**CUL-1 and CUL-2**) will address any unexpected discovery or find which may occur during the construction phase of the project.

Implementing Action:	COA
Timing of Verification:	During construction activities.
Responsible Department or Agency:	Project proponent and DCD.
Compliance Verification:	Submit reports to DCD for review and approval if there is a qualifying find on-site.

SECTION 12: NOISE

Potentially Significant Impact: Construction activities on the project site could (a) expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies, and (d) generate a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

Mitigation Measure(s):

Noise-1: To reduce potential construction noise impacts, the following multi-part mitigation measure shall be implemented for the project, and shall be stated on the face of all construction plans:

- The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties. This shall be communicated to all project-related contractors.
- The applicant shall require their contractors and subcontractors to fit all internal combustion engines with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors as far away from existing residences as possible.
- Large trucks and heavy equipment are subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.
- All construction activities shall be limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday (certain low-impact, innocuous construction activities may be allowed during Saturdays after written approval by the Zoning Administrator), and are prohibited on state and

Abbreviations:

Condition of Approval ("COA")
 Department of Conservation and Development ("DCD")
 Public Works Department ("PWD")

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federal holidays on the calendar dates that these holidays are observed by the state or federal government as listed below:

- New Year's Day (State and Federal)
- Birthday of Martin Luther King, Jr. (State and Federal)
- Washington's Birthday (Federal)
- Lincoln's Birthday (State)
- President's Day (State and Federal)
- Cesar Chavez Day (State)
- Memorial Day (State and Federal)
- Independence Day (State and Federal)
- Labor Day (State and Federal)
- Columbus Day (State and Federal)
- Veterans Day (State and Federal)
- Thanksgiving Day (State and Federal)
- Day after Thanksgiving (State)
- Christmas Day (State and Federal)

Implementing Action:	COA
Timing of Verification:	Prior to DCD approval of construction documents and throughout construction-related activity.
Responsible Department or Agency:	Project proponent, DCD and Building Inspection Division.
Compliance Verification:	DCD ongoing monitoring of project compliance, and PWD implementation of traffic calming measures.

SECTION 17: TRIBAL CULTURAL RESOURCES

Potentially Significant Impact: Construction activities on the project site could (a)(ii) cause a substantial adverse change in the significance of a tribal cultural resource

Mitigation Measure(s):

Tribal Cultural Resources-1 (TCR-1): The proposed project was distributed to Wilton Rancheria of the Department of Environmental Resources. There is a possibility that buried archaeological resources, paleontological resources, or human remains could be present and accidental discovery could occur during future site development activities (e.g. grading and other earthwork), resulting in a potentially significant adverse environmental impact on tribal cultural resources. As a result, the applicant is required to implement mitigation measures **CUL-1** and **CUL-2**. Implementation of these mitigation measures would reduce impacts from accidental discovery to less than significant levels.

Implementing Action:	COA
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Abbreviations:

Condition of Approval ("COA")
Department of Conservation and Development ("DCD")
Public Works Department ("PWD")

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Timing of Verification:	During construction activities and throughout operations.
Responsible Department or Agency:	Project proponent and DCD.
Compliance Verification:	Submit archaeological report to DCD for review and approval if there is a qualifying find on-site.

Abbreviations:

Condition of Approval ("COA")
Department of Conservation and Development ("DCD")
Public Works Department ("PWD")

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PROMISSORY NOTE
(Rodeo Senior _____ Component)

\$ _____
California

Martinez,

_____, 2021

FOR VALUE RECEIVED, the undersigned La Loma Rodeo EAH, LLC, a California limited liability company ("Developer") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of _____ Dollars (\$ _____) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Disposition, Development and Loan Agreement between Developer and Holder of even date herewith (the "DDLA").

1. Developer's Obligation. This promissory note (the "Note") evidences Developer's obligation to repay Holder the principal amount of _____ Dollars (\$ _____) with interest for the funds loaned to Developer by Holder to finance _____ costs of the Development pursuant to the DDLA (the "_____ Component").

2. Interest.

(a) Subject to the provisions of Subsection (b) below, simple interest will accrue on the outstanding principal balance of the _____ Component at a per annum rate of interest equal to three percent (3%), commencing on the date of disbursement.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Developer or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 3.8 of the DDLA. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Predevelopment Component is due and payable on the fifty-seventh (57th) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Developer without the prior written consent of Holder, except as provided in the DDLA.

5. Security. Prior to acquisition of the Property, this Note, with interest, is secured by the Collateral Assignment Agreement. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will be secured by the Deed of Trust and become nonrecourse to Developer, pursuant

to and except as provided in Section 3.10 of the DDLA which Section 3.10 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Developer shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Developer shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Developer under this Note, if, for any reason whatsoever, the payment of any sums by Developer pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Developer obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Developer under this Note are absolute and Developer waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Developer hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Developer expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Developer.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Developer under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Developer are to be given in the manner and at the addresses set forth in the DDLA, or to such addresses as Holder and Developer may therein designate.

(b) Developer promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The County Documents, of which this Note is a part, contain the entire agreement between the parties as to the Predevelopment Component. This Note may not be modified except upon the written consent of the parties.

signature on following page

IN WITNESS WHEREOF, Developer is executing this Promissory Note as of the day and year first above written.

LA LOMA RODEO EAH LLC,
a California limited liability company

By: EAH, Inc.,
a California nonprofit public benefit corporation,
its sole member

By: _____
Name: _____
Its: _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant
To Government Code Section 27383 and 27388.1

MEMORANDUM OF
DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

THIS MEMORANDUM OF DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT (the "Memorandum of DDLA") is made as of _____, by and between the County of Contra Costa, a political subdivision of the State of California (the "County"), and La Loma Rodeo EAH, LLC, a California limited liability company (the "Developer"), to confirm that the County and Developer have entered into that certain Disposition, Development and Loan Agreement dated as of _____ (the "DDLA"). The DDLA imposes certain conditions (including but not limited to, construction requirements, operating covenants, and transfer restrictions) on the real property described in Exhibit A attached hereto and incorporated herein (the "Property"). The DDLA is a public document and may be reviewed at the principal office of the County.

This Memorandum of DDLA incorporates all of the terms and provisions of the DDLA as though fully set forth herein.

Should there be any inconsistency between the terms of this Memorandum of DDLA and the DDLA, the terms of the DDLA shall prevail. This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the DDLA.

This Memorandum may be executed simultaneously or in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

Remainder of Page Left Intentionally Blank

The parties are entering into this Memorandum of DDLA as of the last date set forth below.

COUNTY:

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

By: _____
John Kopchik
Director, Department of
Conservation and Development

APPROVED AS TO FORM:

MARY ANN McNETT MASON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

DEVELOPER:

LA LOMA RODEO EAH LLC,
a California limited liability company

By: EAH, Inc., a California nonprofit
public benefit corporation,
its sole member

By: _____
Name: _____
Its: _____

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 _____)

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.

Name: _____
Notary Public

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 _____)

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.

Name: _____
Notary Public

EXHIBIT A

Legal Description of the Property

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
Rodeo Senior Apartments
(Affordable Housing Funds)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") is dated _____ and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and La Loma Rodeo EAH, LLC, a California limited liability company ("Developer").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Regulatory Agreement.

B. The County has succeeded to the housing assets of the former Contra Costa County Redevelopment Agency (the "Former Agency") in accordance with California Health and Safety Code Section 34176. In its capacity as housing successor, the County owns approximately 0.98 acres of real property, located near Willow Avenue and San Pablo Avenue in Rodeo, California (the "Property") as more particularly described in Exhibit A attached to and incorporated into this Agreement. The Property is located within the Rodeo Redevelopment Project Area (the "Project Area").

C. The Property has been identified as a "housing asset" pursuant to California Health and Safety Code Section 34176. The Oversight Board of the Contra Costa County Successor Agency and the California Department of Finance have approved such identification. The Former Agency acquired the Property using the Former Agency's low and moderate housing fund, which was established pursuant to California Health and Safety Code Section 33334.2.

D. Pursuant to a Disposition, Development, and Loan Agreement dated _____ (the "DDLA"), the County is conveying the Property to Developer. Developer intends to construct sixty-seven (67) housing units on the Property for rental to extremely low, very low, and low income households, including one (1) manager's unit (the "Development").

The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

E. The County, as housing successor to the Former Agency, has Low and Moderate Income Housing Asset Funds (the "Affordable Housing Funds") which must be used in compliance with the Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.) as amended by California Health and Safety Code Section 34176.1 (the "Community Redevelopment Law").

F. Pursuant to the DDLA the County is lending Developer _____ Dollars (\$_____) (the "Loan") in Affordable Housing Funds.

G. The County has the authority to lend the Loan to Developer pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the Affordable Housing Funds pursuant to California Health and Safety Code Section 34176.1.

H. The County has agreed to make the Loan on the condition that Developer maintain and operate the Development in accordance with restrictions set forth in this Regulatory Agreement and in the related documents evidencing the Loan, and with California Health and Safety Code Sections 33334.2 et seq., 33413(a) and 33413(b). In order to ensure that the Development will be used and operated in accordance with these conditions and restrictions, the County and Developer wish to enter into this Regulatory Agreement.

I. As a condition of making the Loan, the County is restricting _____ of the Units pursuant to this Regulatory Agreement.

J. The County intends to apply the designated Units developed pursuant to this Agreement toward the satisfaction of the statutorily-mandated affordable housing production requirements for the Project Area under California Health and Safety Code Section 33413(b)(2) and to meet any replacement housing requirements applicable to the Project Area pursuant to the Community Redevelopment Law.

K. In consideration of receipt of the Loan at an interest rate substantially below the market rate, Developer agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

- below.
- (a) "Accessibility Requirements" has the meaning set forth in Section 2.1(e)
 - (b) "Actual Household Size" means the actual number of persons in the applicable household.
 - (c) "Adjusted Income" means the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914, or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the County shall provide Developer with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.
 - (d) "Affordable Housing Funds" has the meaning set forth in Paragraph E of the Recitals.
 - (e) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h).
 - (f) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the County to certify that the Development may be legally occupied.
 - (g) "Community Redevelopment Law" has the meaning set forth in Paragraph E of the Recitals.
 - (h) "County-Assisted Units" means the _____ Units to be constructed on the Property that are designated as assisted by the Loan.
 - (i) "County Documents" means the documents evidencing the Loan including this Regulatory Agreement, the Note, the DDLA, the Deed of Trust and the following additional documents between the County and Developer to be recorded against the Property: the Notice of Affordability Restrictions on Transfer of Property, the Grant Deed, and the Memorandum of DDLA.
 - (j) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Developer, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Loan and Developer's performance of the County Documents.
 - (k) "Development" has the meaning set forth in Paragraph D of the Recitals.
 - (l) "DDLA" has the meaning set forth in Paragraph D of the Recitals.
 - (m) "Extremely Low Income Household" means a household with an Adjusted Income that does not exceed the qualifying limits for extremely low income households, adjusted for Actual Household Size, as established and amended from time to time by the Secretary of Housing and Urban Development and defined in Section 5.603(b) of Title 24 of the Code of

Federal Regulations, and as published by HCD. In the event the federal standards are discontinued, HCD shall, by regulation, establish income limits for extremely low income households for all geographic areas of the state at thirty percent (30%) of Median Income, adjusted for family size and revised annually.

(n) "Extremely Low Income Rent" has the meaning set forth in Section 2.2(a) below.

(o) "Extremely Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.

(p) "Former Agency" has the meaning set forth in Paragraph B of the Recitals.

(q) "HCD" means the State of California Department of Housing and Community Development.

(r) "Improvements" has the meaning set forth in Paragraph D of the Recitals.

(s) "Loan" has the meaning set forth in Paragraph F of the Recitals.

(t) "Low Income Household" means a household with an Adjusted Income that does not exceed the qualifying limits for low income households, adjusted for Actual Household Size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD. In the event the federal standards are discontinued, HCD shall, by regulation, establish income limits for low income households for all geographic areas of the state at sixty percent (60%) of Median Income, adjusted for family size and revised annually.

(u) "Low Income Rent" has the meaning set forth in Section 2.2(c) below.

(v) "Low Income Units" means the Units, which, pursuant to Section 2.1(c) below, are required to be occupied by Low Income Households.

(w)

(x) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).

(y) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(z) "Median Income" means the median gross yearly income (adjusted for Actual Household Size or Assumed Household Size as specified herein) in Contra Costa County, California, as published from time to time by HCD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Developer with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

(aa) "Note" means the promissory note that evidences Developer's obligation to repay the Loan, as such may be amended from time to time.

(bb) "Project Area" has the meaning set forth in Paragraph B of the Recitals.

(cc) "Property" has the meaning set forth in Paragraph B of the Recitals.

(dd) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Developer which are customarily charged in rental housing and required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Developer, and paid by the Tenant.

(ee) "Tenant" means the tenant household that occupies a Unit in the Development.

(ff) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(gg) "Term" means the term of this Regulatory Agreement which commences as of the date of this Regulatory Agreement, and unless sooner terminated pursuant to the terms of this Regulatory Agreement, expires on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Regulatory Agreement.

(hh) "Unit(s)" means one (1) or more of the units in the Development.

(ii) "Very Low Income Household" means a household with an Adjusted Income that does not exceed the qualifying limits for very low income households, adjusted for Actual Household Size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD. In the event the federal standards are discontinued, HCD shall, by regulation, establish income limits for very low income households for all geographic areas of the state at fifty percent (50%) of Median Income, adjusted for family size and revised annually.

(jj) "Very Low Income Rent" has the meaning set forth in Section 2.2(b) below.

(kk) "Very Low Income Units" means the Units, which, pursuant to Section 2.1(b) below, are required to be occupied by Very Low Income Households.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Extremely Low Income Units. During the Term Developer shall cause _____ Units to be rented to and occupied by or, if vacant, available for occupancy by, Extremely Low Income Households.

(b) Very Low Income Units. During the Term Developer shall cause _____ Units to be rented to and occupied by or, if vacant, available for occupancy by, Very Low Income Households.

(c) Low Income Units. During the Term Developer shall cause _____ Units to be rented to and occupied by or, if vacant, available for occupancy by, Low Income Households.

(d) Intermingling of Units. Developer shall cause the County-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The County-Assisted Units must be of the bedroom size set forth in the following chart:

	Extremely Low Income Units	Very Low Income Unit	Low Income Units
One-Bd.			
Two-Bd.			
Three-Bd.			
Total			

(e) Disabled Persons Occupancy.

(1) Developer shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) In compliance with the Accessibility Requirements, a minimum of _____ units in the Development must be constructed to be fully accessible to households with a mobility impaired member and an additional _____ units in the Development must be constructed to be fully accessible to hearing and/or visually impaired persons. In compliance with the Accessibility Requirements Developer shall provide the County with a certification

from the Development architect that to the best of the architect's knowledge, the Improvements comply with all federal and state accessibility requirements applicable to the Improvements.

(3) Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its architect, contractor and subcontractors) to construct the Improvements in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

(f) Senior Occupancy. Developer has elected to operate the Development as a senior housing development and as such to require all Units in the Development, except for the resident manager's units, to be occupied or held available for occupancy by households containing "elderly" or "senior citizen" residents. Developer shall operate the Development at all times in compliance with the provisions of: (i) the Unruh Act, (ii) the United States Fair Housing Act, as amended, and (iii) the California Fair Employment and Housing Act, which relate to lawful senior housing. Developer shall develop and implement appropriate age verification procedures to ensure compliance with the requirements of this Section. Developer shall provide the County with a copy of its written verification procedures. Developer shall indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Developer's failure to comply with applicable legal requirements related to housing for seniors. This obligation to indemnify survives termination of this Agreement, repayment of the County Loan and the reconveyance of the Deed of Trust.

2.2 Allowable Rent.

(a) Extremely Low Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Extremely Low Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income, adjusted for Assumed Household Size.

(b) Very Low Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Very Low Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(c) Low Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Very Low Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(d) No Additional Fees. Developer may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Developer.

2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all County-Assisted Units must be approved by the County prior to occupancy. The County will provide Developer with a schedule of maximum permissible Rents for the County-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually.

(b) Rent Increases. All Rent increases for all County-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a County-Assisted Unit, Developer shall submit to the County a schedule of any proposed increase in the Rent charged for County-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the County-Assisted Units provided to Developer by the County, or is greater than a 5% increase over the previous year's Rent. Developer shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

2.4 Increased Income of Tenants.

(a) Increased Income above Extremely Low Income but below Very Low Income Limit. If, upon the annual certification of the income of a Tenant of an Extremely Low Income Unit, Developer determines that the income of the Tenant has increased above the qualifying limit for an Extremely Low Income Household, but not above the qualifying income for a Very Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Extremely Low Income Rent. Developer shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(a), or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(b) Increased Income above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a County-Assisted Unit, Developer determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at a Rent not exceeding the applicable maximum Rent specified in Section 2.2. Developer shall then rent the next available Unit to an Extremely Low Income Household, or Very Low Income Household to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or re-designate another comparable Unit in the Development with an Extremely Low Income Household or Very Low Income Household, as a County-Assisted Unit, to comply with the requirements of Section 2.1 above. Upon renting the next available Unit in accordance with Section 2.1 or re-designating another Unit in the Development as an Extremely Low Income Unit or Very Low Income Unit, as a County-Assisted Unit, the Unit with

the over-income Tenant will no longer be considered a County-Assisted Unit.

(c) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County-Assisted Unit, Developer determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Developer may:

(1) With 60 days' advance written notice, increase such Tenant's Rent to one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and

(2) Rent the next available Unit to an Extremely Low Income Household, Very Low Income Household, or Low Income Household to comply with the requirements of Section 2.1 above as applicable, at a Rent not exceeding the applicable maximum Rent specified in Section 2.2, or designate another comparable Unit that is occupied by an Extremely Low Income Household, Very Low Income Household, or Low Income Household, as a County-Assisted Unit, to meet the requirements of Section 2.1 above. On the day that Developer complies with Section 2.1 in accordance with this Section 2.4(d), the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(d) Termination of Occupancy. Upon termination of occupancy of a County-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Developer shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Developer shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Developer shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Developer shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Reporting Requirements.

(a) Developer shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each

calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are County-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Developer shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in County-Assisted Units that have been filled.

(b) Developer shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of the County.

3.3 Tenant Records. Developer shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Developer, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Developer shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Developer that pertain to the Development.

3.4 Development Records.

(a) Developer shall keep and maintain at the principal place of business of the Developer set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Developer shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the County Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Regulatory Agreement. Developer shall cause all books, records, and accounts to be open to and available for inspection and copying by the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Developer shall cause copies of all tax returns and other reports that Developer may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Developer are kept. Developer shall preserve such records for a period of not less than five (5) years after their creation. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Developer shall retain the records until such action and all related issues are resolved. Developer shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Loan funds. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the Loan funds;

- (ii) Records demonstrating compliance with the maintenance requirements set forth in Section 5.6;
- (iii) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;
- (iv) Financial records;
- (v) Records demonstrating compliance with the marketing, tenant selection, affordability, and income requirements;
- (vi) Records demonstrating compliance with MBE/WBE requirements;
- (vii) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and
- (viii) Records demonstrating compliance with labor requirements including certified payrolls from Developer's general contractor evidencing that applicable prevailing wages have been paid.

(b) The County shall notify Developer of any records it deems insufficient. Developer has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Developer must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Other than the senior community center space leased to the County, Developer shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with County Documents and Program Requirements. Developer's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the County Documents; (ii) all requirements imposed on projects assisted with Affordable Housing Funds as contained in the Community Redevelopment Law; and (iii) any other regulatory requirements imposed on the Development. Developer shall promptly notify the County in writing of the existence of any default under any of the foregoing documents, and provide the County copies of any such notice of default.

4.3 Marketing Plan; Tenant Selection Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Developer shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this Regulatory Agreement (the "Marketing Plan").

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Developer specific reasons for such disapproval and Developer shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Developer shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Developer does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date completion of the Development is projected to be complete, Developer will be in default of this Regulatory Agreement.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Developer shall submit to the County, for its review and approval, Developer's written tenant selection plan (the "Tenant Selection Plan").

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Developer specific reasons for such disapproval and Developer shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Developer shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Developer does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Developer will be in default of this Regulatory Agreement.

4.4 Lease Provisions.

(a) No later than four (4) months prior to the date construction of the Development is projected to be complete, Developer shall submit to the County for approval Developer's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Developer shall use the form of lease approved by the County. The form of lease must comply with all requirements of this Regulatory Agreement, the other County Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this Regulatory Agreement or reasonably requested by Developer to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this Regulatory Agreement, or (ii) qualify as an Extremely Low Income Household, Very Low Income

Household, or Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Developer, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Developer and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above.

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 2.1(e) and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the Term, Developer shall comply with the Marking Plan and Tenant Selection Plan approved by the County.

4.5 Lease Termination. Any termination of a lease or refusal to renew a lease for a County-Assisted Unit within the Development must be preceded by not less than sixty (60) days written notice to the Tenant by Developer specifying the grounds for the action.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Developer is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Developer shall retain a professional property management company approved by the County in its reasonable discretion to perform Developer's management duties hereunder. An on-site property management representative shall reside at the Property.

5.2 Management Agent. Developer shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). Developer shall submit for the County's approval the identity of any proposed subsequent management agent. Developer shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Developer in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Regulatory Agreement. Developer shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Regulatory Agreement, the County shall deliver notice to Developer of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Developer of such written notice, the County staff and Developer shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Developer shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Developer shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.4 below.

5.5 Approval of Management Policies. Developer shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Regulatory Agreement.

5.6 Property Maintenance.

(a) Developer shall maintain, for the entire Term of this Regulatory Agreement, all interior and exterior Improvements, including landscaping in decent, safe and sanitary condition, and in good condition and repair, in accordance with the maintenance standards provided by the County (the "Maintenance Standards"). Developer shall cause the Development to be: (i) maintained in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; and (ii) free of all health and safety defects. Developer shall correct any life-threatening maintenance deficiencies, including those set forth in the Maintenance Standards immediately upon notification.

(b) At the beginning of each year of the Term, Developer shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of construction of the Development and at least once every three (3) years during the Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Developer shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Developer is in violation of the Maintenance Standards, the County will provide Developer a written report of the violations. Developer shall correct the violations set forth in the report provided to Developer by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Developer by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Developer by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Developer shall promptly pay to the County upon demand.

ARTICLE 6 MISCELLANEOUS

6.1 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Developer may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this Regulatory Agreement. Developer herein covenants by and for Developer, assigns, and all persons claiming under or through Developer, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Developer or any person claiming under or through Developer, establish or permit any such practice or

practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Developer shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Developer may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Developer apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.2 Application of Provisions. The provisions of this Regulatory Agreement apply to the Property for the entire Term even if the Loan is paid in full prior to the end of the Term. This Regulatory Agreement binds any successor, heir or assign of Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.3 Covenants to Run With the Land. The County and Developer hereby declare their express intent that the covenants and restrictions set forth in this Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Regulatory Agreement.

6.4 Enforcement by the County. If Developer fails to perform any obligation under this Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Developer in writing of the default, the County may enforce this Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the Loan. The County may declare a default under the County Documents, accelerate the indebtedness evidenced by the County Documents, and proceed with foreclosure under the Deed of Trust.

(b) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Developer's performance of its obligations under this Regulatory Agreement, and may seek damages.

(c) Remedies Provided Under County Documents. The County may exercise any other remedy provided under the County Documents.

6.5 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Developer shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Developer shall also file a copy of the above-described notice with the County Assistant Deputy Director, Department of Conservation and Development.

(b) In addition to the notice required above, Developer shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.6 Attorneys' Fees and Costs. In any action brought to enforce this Regulatory Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.7 Recording and Filing. The County and Developer shall cause this Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.8 Governing Law. This Regulatory Agreement is governed by the laws of the State of California.

6.9 Waiver of Requirements. Any of the requirements of this Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Regulatory Agreement extends to or affects any other provision of this Regulatory Agreement, and may not be deemed to do so.

6.10 Amendments. This Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.11 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

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

Developer: La Loma Rodeo EAH LLC
c/o EAH, Inc.
22 Pelican Way
San Rafael, Ca 94901
Attention: President

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.12 Rights of Third Parties to Enforce Covenants. Notwithstanding any other provisions of law, all covenants and restrictions contained herein which implement Health and Safety Code Sections 33334.3 and/or 33413(b)(4), or successor provisions, shall run with the land and shall be enforceable by the County, and any of the parties listed in Health and Safety Code Section 33334.3(f)(7), so long as such provision or successor provision remains in effect.

6.13 Listing of Property in Database. Developer hereby acknowledges and agrees that California Health and Safety Code Section 33418(c) requires that the Property be listed in a database that shall be made available to the public on the internet and which will include the street address, assessor's parcel number, and other information about the Property. The Developer must disclose this requirement to all Tenants and prospective Tenants.

6.14 Severability. If any provision of this Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Regulatory Agreement will not in any way be affected or impaired thereby.

6.15 Multiple Originals; Counterparts. This Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

WHEREAS, this Regulatory Agreement has been entered into by the undersigned as of the date first written above.

COUNTY:

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

By: _____
John Kopchik
Director, Department of Conservation and
Development

Approved as to form:

MARY ANN McNETT MASON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

DEVELOPER:

LA LOMA RODEO EAH LLC,
a California limited liability company

By: EAH, Inc., a California nonprofit public
benefit corporation, its sole member

By: _____
Name: _____
Its: _____

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 _____)

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.

Name: _____
Notary Public

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 _____)

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.

Name: _____
Notary Public

EXHIBIT A

Legal Description

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax \$_____

- ☒] computed on full value of property conveyed, or
☐] computed on full value less value of liens or encumbrances remaining at time of sale,
☐] Unincorporated Area

For valuable consideration, the receipt of which is hereby acknowledged, the County of Contra Costa, a political subdivision of the State of California acting in its capacity as housing successor of the former Contra Costa County Redevelopment Agency in accordance with California Health and Safety Code Section 34176 ("Grantor"), hereby grants to La Loma Rodeo EAH, LLC, a California limited liability company ("Grantee"), the real property (the "Property") described in Exhibit A attached hereto and incorporated in this grant deed (this "Grant Deed") by this reference.

1. The Property is conveyed subject to the Disposition, Development, and Loan Agreement entered into by and between Grantor and Grantee dated as of _____ (the "DDLA"), a memorandum of which is recorded against the Property in the official records of Contra Costa County concurrently herewith. Capitalized terms used, but not defined, in this Grant Deed have the meaning set forth in the DDLA.

2. The DDLA contains provisions, among others, regarding the construction of improvements of the Property, the use and maintenance of the Property, restrictions on transfer of the Property, and the rights of the Grantor to possession of the Property.

3. Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926,

12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Grantee or any person claiming under or through Grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to this paragraph. The foregoing covenant shall run with the land.

4. All deeds, leases or contracts made relative to the Property, Improvements thereon or any part thereof, must contain or be subject to substantially the following non-discrimination clauses:

a. In Deeds:

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

b. In Leases:

"(1) Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section

12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

c. In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

5. To the fullest extent permitted by law and equity, the covenants contained in this Grant Deed are, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, binding for the benefit of and in favor of and enforceable by Grantor, its successor and assigns, and any successor in interest to the Property or any part thereof. Such covenants shall run in favor of Grantor and such aforementioned parties for the entire period during which such covenants are in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, Grantor and such aforementioned parties have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed are for the benefit of and are enforceable only by Grantor, its successors, and such aforementioned parties.

6. Only Grantor, its successors and assigns, and Grantee and the successors and assigns of Grantee in and to all or any part of the fee title to the Property have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of Grantee is defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. In the event there is a conflict between the provisions of this Grant Deed and the DDLA, it is the intent of the parties hereto and their successors in interest that the DDLA will control.

8. This Grant Deed may be executed and recorded in two or more counterparts, each of which shall be considered for all purposes a fully binding agreement between the parties.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the parties hereto are executing this Grant Deed as of December 14, 2017.

GRANTOR:

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

By: _____
John Kopchik
Director, Department of Conservation and
Development

APPROVED AS TO FORM:

MARY ANN McNETT MASON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

GRANTEE:

LA LOMA RODEO EAH LLC,
a California limited liability company

By: EAH, Inc., a California nonprofit public
benefit corporation,
its sole member

By: _____
Name: _____
Its: _____

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 _____)

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

Name: _____

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 _____)

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.

Name: _____
Notary Public

EXHIBIT A
(Property Description)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA,
IN THE
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel B, Parcel Map Subdivision MS 980018, filed October 17, 2001, Book 181 of Parcel Maps, Page
43, Contra Costa County Records.
APN: **357-120-074**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL, TO:

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

(Space above for Recorder's Use)

**NOTICE OF AFFORDABILITY RESTRICTIONS
ON TRANSFER OF PROPERTY
(Rodeo Senior Apartments)**

NOTICE IS HEREBY GIVEN, that the County of Contra Costa, a political subdivision of the State of California (the "County"), to carry out certain obligations under the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) as amended by Health and Safety Code Section 34176.1, has required La Loma Rodeo EAH, LLC, a California limited liability company (the "Owner") to enter into certain affordability covenants and restrictions entitled, Regulatory Agreement and Declaration of Restrictive Covenants (the "Restrictions"), with reference to a housing development (the "Development") situated on certain real property, located in the City of _____, County of Contra Costa, State of California having Assessor's Parcel No. _____, and further described in Exhibit "A," incorporated herein by reference.

As further described in the Restrictions, the affordability covenants and restrictions set forth in the Restrictions include, without limitation, the following:

1. _____ units of housing in the Development are restricted for occupancy by extremely low income households, at rents affordable to extremely low income households.
2. _____ units of housing in the Development are restricted for occupancy by very low income households, at rents affordable to very low income households.

3. _____ units of housing in the Development are restricted for occupancy by low income households, at rents affordable to low income households.

4. Additional requirements concerning operation, management, and maintenance of the Development.

In the event of any conflict between this Notice of Affordability Restrictions on Transfer of Property (the "Notice") and the Restrictions, the terms of the Restrictions shall prevail.

The Restrictions were recorded concurrently herewith in the Official Records of the County of Contra Costa, and shall remain in effect until the date that is the later of (i) fifty-five (55) years after the Completion Date (as defined in the Restrictions); provided, however, if a record of the Completion Date cannot be located or established, then fifty-seven (57) years after the date of the Restrictions, or (ii) repayment in full of the Loan (as defined in the Restrictions) and all interest due thereon.

This Notice is being recorded and filed by the County in compliance with Health and Safety Code Sections 33334.3(f)(3) and (4) and/or Section 33413(c)(5), as amended effective this date, and shall be indexed against the County and the Owner.

IN WITNESS WHEREOF, the parties have entered into this Notice of Affordability Restrictions on Transfer of Property on or as of _____, ____.

OWNER:

LA LOMA RODEO EAH LLC,
a California limited liability company

By: EAH, Inc.,
a California nonprofit public benefit corporation,
its sole member

By: _____
Name: _____
Its: _____

COUNTY:

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

By: _____
John Kopchik
Director, Department of Conservation and Development

Approved as to form:

MARY ANN McNETT MASON
COUNTY COUNSEL
By: _____
Kathleen Andrus
Deputy County Counsel

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 _____)

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.

Name: _____
Notary Public

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 _____)

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.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel B, Parcel Map Subdivision MS 980018, filed October 17, 2001, Book 181 of Parcel Maps, Page 43, Contra Costa County Records.

APN: **357-120-074**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Sections 27383 and 27388.1

DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING
(Veterans Square Apartments)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of _____, by and among La Loma Rodeo EAH, LLC, a California limited liability company ("Trustor"), Old Republic Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations");

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Note (defined in Section 1.7 below) until paid in full or cancelled, and (ii) any other amounts owing under the County Documents (defined in Section 1.1 below). Principal and other payments are due and payable as provided in the Note or other County Documents, as applicable.

The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the County Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR
COVENANTS AND AGREES:

ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "County Documents" means this Deed of Trust, the Note, the DDLA, the Notice of Affordability Restrictions, the Regulatory Agreement, the Grant Deed, the Memorandum of DDLA, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.2 The term "DDLA" means that certain Disposition, Development, and Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor the Loan.

Section 1.3 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.4 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Four Million Dollars (\$4,450,000).

Section 1.5 The term "Grant Deed" means the Grant Deed between the Beneficiary and Trustor recorded against the Property concurrently herewith.

Section 1.6 The term "Memorandum of DDLA" means the Memorandum of Disposition, Development, and Loan Agreement between the Beneficiary and Trustor recorded against the Property concurrently herewith.

Section 1.7 The term "Note" means collectively, the promissory notes, executed by Trustor in favor of Beneficiary, as they may be amended or restated, in the following principal amounts: (i) _____ Dollars (\$_____) for the Seller Carry-Back Component; (ii) _____ Dollars (\$_____) for the Predevelopment Component, and (iii) _____ Dollars (\$_____) for the Development Component, the payment of which is secured by this Deed of Trust. The terms and provisions of the Note are incorporated herein by reference. All capitalized terms used but not defined in this Section 1.7 have the meanings set forth in the Loan Agreement.

Section 1.8 The term "Notice of Affordability Restrictions" means the Notice of Affordability Restrictions on Transfer of Property between the Beneficiary and Trustor recorded against the Property concurrently herewith.

Section 1.9 The term "Principal" means the amounts required to be paid under the Note.

Section 1.10 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants between the Beneficiary and Trustor recorded against the Property concurrently herewith.

ARTICLE 2 MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the County Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders that are approved by the Beneficiary pursuant to the Loan Agreement. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the County Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred and is continuing, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the County Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering

such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, other than as security to lenders approved by Beneficiary pursuant to the Loan Agreement, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that, so long as the Secured Obligations are outstanding, Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the County Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the County Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3 TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the County Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the County Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

ARTICLE 4 DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option, subject to the provisions of Section 4.8 of the Loan Agreement regarding restoration of improvements following damage or destruction. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust.

ARTICLE 5 AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the County Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the

Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the County Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed,

religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

ARTICLE 6 HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(l) of the Loan Agreement. Such indemnity must include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the

environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other County Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the County Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the County Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

The notice and cure rights of Trustor's limited partner are set forth in Section 6.5 of the Loan Agreement.

Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;
- (c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or
- (d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the County Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or

remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the County Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the County Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the County Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

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

and (2) if intended for Trustor is to be addressed to:

La Loma Rodeo EAH LLC
c/o EAH, Inc.
22 Pelican Way
San Rafael, Ca 94901
Attention: President

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the

delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the

Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, and to the extent applicable, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, applies:

For a period of three (3) years from the date of Foreclosure, with respect to an existing tenant of any low-income unit, (i) such tenant may not be subject to eviction or termination of their tenancy (other than for good cause), (ii) nor may such tenant's gross rent with respect to such unit be increased, except as otherwise permitted under Section 42 of the Internal Revenue Code.

[signatures on following page]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

LA LOMA RODEO EAH LLC,
a California limited liability company

By: EAH, Inc.,
a California nonprofit public benefit corporation,
its sole member

By: _____
Name: _____
Its: _____

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 _____)

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.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 1, 2022

Subject: Approval of Zoning Text Amendment for County Inclusionary Housing Ordinance

RECOMMENDATION(S):

1. OPEN the public hearing on Ordinance 2022-07; RECEIVE testimony; and CLOSE the public hearing.
2. DETERMINE that the adoption of Ordinance 2022-07 is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3).
3. ADOPT Ordinance No. 2022-07, amending the County's Inclusionary Housing Ordinance to be consistent with the State's definitions of low income households and their respective qualifying income limits, and to exempt community care facilities from the County's affordable housing requirements.
4. DIRECT staff to file a CEQA Notice of Exemption with the County Clerk.

FISCAL IMPACT:

No fiscal impact, as no change to the fee structure is proposed as part of this text amendment.

BACKGROUND:

The Board adopted the Inclusionary Housing Ordinance (IHO) for unincorporated Contra Costa County in October 2006 and it went into effect in November 2006. It requires that 15% of the units in new developments with five or more units be affordable to very low, low, or moderate income households. The percentages and target households of the affordability requirement are determined under the IHO based on the size of the new residential development and whether the development provides for-sale or for-rent dwelling units. The IHO allows payment of an in-lieu fee as an alternative means of compliance with the affordability requirement. The IHO has not been amended since its adoption in 2006.

Since 2006, there have been revisions to the State affordable housing laws. The proposed ordinance would align the County's ordinance with changes in the State's definitions of extremely low, very low, lower, and moderate income households and their respective qualifying income limits. The proposed ordinance would also exempt community care facilities from the County's affordable housing requirements. The exemption is consistent with staff's interpretation of the current ordinance that community care facilities are not residential developments

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Amalia Cunningham,
925-655-2881

By: , Deputy

cc:

BACKGROUND: (CONT'D)

subject to the County's affordable housing requirements. Community care facilities are licensed by the State to provide 24-hour non-medical residential care to children, senior citizens, and adults with developmental disabilities who are in need of personal services, supervision, and/or assistance essential for self-protection or sustaining the activities of daily living. Staff has previously determined that community care facilities are service-based institutions rather than residential developments.

The proposed ordinance would also clarify the development standards for inclusionary units and the procedure for processing inclusionary housing plans and agreements. The proposed amendments will clarify the process for applicants seeking approval for residential developments and should reduce uncertainty in the process as more definitions are included in the draft text.

At this time, staff does not propose changes to the underlying policy framework of the inclusionary housing ordinance. The proposed ordinance would not modify the threshold of five or more units, the option to provide a payment in lieu of providing units on site under certain conditions, or the percentages of affordable units required by the ordinance. Additional housing policy recommendations may be presented in the future as the new General Plan and Housing Element are finalized.

The County Planning Commission

The County Planning Commission held a public hearing on the proposed ordinance on December 15, 2021. The Commission voted 4-3 to recommend that the Board of Supervisors adopt the ordinance. The main topic of discussion among the commissioners was the codification of the exemption for community care facilities, consistent with past staff determinations, and whether the development of large residential care facilities should be required to contribute affordable housing in the County. The Commission requested that the issue of community care facilities be raised to the Board and expressed interest in having the community care facility exemption be revisited when broader affordable housing policy updates are considered in the future.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the proposed ordinance, the current Inclusionary Housing Ordinance will not be modified.

ATTACHMENTS

Ordinance No. 2022-07

ORDINANCE NO. 2022-07

AMENDING THE COUNTY'S INCLUSIONARY HOUSING ORDINANCE

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I. SUMMARY. This ordinance amends Chapter 822-4 of the County Ordinance Code, the County's Inclusionary Housing Ordinance, to be consistent with changes in the State's definitions of extremely low, very low, lower, and moderate income households and their respective qualifying income limits. This ordinance also exempts community care facilities from the County's affordable housing requirements.

SECTION II. Section 822-4.206 of the County Ordinance Code is amended to read:

822-4.206 Definitions. For purposes of this chapter, the following terms have the following meanings:

- (a) "Affordable rent" means a rent, including a reasonable utility allowance as determined by the Conservation and Development Director or designee, for a rental inclusionary unit that does not exceed the following calculations pursuant to Health and Safety Code Section 50053:
 - (1) For extremely low income households, the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate for the unit.
 - (2) For very low income households, the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.
 - (3) For lower income households with gross incomes that exceed the maximum income for very low income households, the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for the unit.
 - (4) For moderate income households, the product of 30 percent times 110 percent of the area median income adjusted for family size appropriate for the unit.
- (b) "Affordable sales price" means a sales price at which very low, lower, or moderate income households can afford to purchase an inclusionary unit. An affordable sales price is determined using the housing affordability calculator published annually by the State Department of Housing and Community Development. An affordable sales price includes a reasonable down payment and results in an affordable housing cost, as

described in California Code of Regulations, Title 25, Section 6920, that does not exceed the following calculations pursuant to Health and Safety Code Section 50052.5:

- (1) For extremely low income households, the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate for the unit.
 - (2) For very low income households, the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.
 - (3) For lower income households with gross incomes that exceed the maximum income for very low income households, the product of 30 percent times 70 percent of the area median income adjusted for family size appropriate for the unit.
 - (4) For moderate income households, the product of 35 percent times 110 percent of the area median income adjusted for family size appropriate for the unit.
- (c) “Area median income” means the median gross yearly income, adjusted for household size, for households in Contra Costa County as published and periodically updated by the State Department of Housing and Community Development pursuant to Health and Safety Code Section 50093(c).
- (d) “Assumed household size” means a household of one person in a studio apartment, two persons in a one bedroom unit, three persons in a two bedroom unit, and one additional person for each additional bedroom thereafter.
- (e) “Developer” means any person or combination of persons that seeks county approvals for all or part of a residential development.
- (f) “Dwelling unit” means a building or portion thereof that is designed, intended, or used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household. For purposes of this chapter, “dwelling unit” does not include an accessory dwelling unit.
- (g) “Extremely low income household” means a household whose income does not exceed the extremely low income limits applicable to Contra Costa County, adjusted for household size, as published and periodically updated by the State Department of Housing and Community Development pursuant to Health and Safety Code Section 50106.
- (h) “For-sale unit” means a single-family detached dwelling unit or a dwelling unit in a multifamily residential development that will be offered for sale, not for rent.

- (i) “Inclusionary housing agreement” means a legally binding agreement between a developer and the county setting forth the provisions necessary to ensure that the requirements of this chapter are satisfied.
- (j) “Inclusionary unit” means a rental unit that is required to be rented at an affordable rent or a for-sale unit that is required to be sold at an affordable sales price to the households specified in Section 822-4.402.
- (k) “Lower income household” means a household whose income does not exceed the lower income limits applicable to Contra Costa County, adjusted for household size, as published and periodically updated by the State Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.
- (l) “Market rate unit” means a dwelling unit whose sales price or rent is not restricted under this chapter.
- (m) “Moderate income household” means a household whose income does not exceed the moderate income limits applicable to Contra Costa County, adjusted for household size, as published and periodically updated by the State Department of Housing and Community Development pursuant to Health and Safety Code Section 50093.
- (n) “Rental unit” means a single-family detached dwelling unit or a dwelling unit in a multifamily residential development that will be offered for rent, not for sale.
- (o) “Residential development” means any development project that includes the construction of one or more dwelling units, including but not limited to exclusively residential projects and mixed-use projects. “Residential development” also includes any condominium conversion pursuant to Division 926 of this code.
- (p) “Very low income household” means a household whose income does not exceed the very low income limits applicable to Contra Costa County adjusted for household size, as published and periodically updated by the State Department of Housing and Community Development pursuant to Health and Safety Code Section 50105. (Ords. 2022-07 § 2, 2006-43 § 2.)

SECTION III. Section 822-4.404 of the County Ordinance Code is amended to read:

822-4.404 In-lieu fee.

- (a) The amount of a fee that is paid in lieu of some or all inclusionary units will be established by the board of supervisors in the Department of Conservation and Development's fee schedule.

- (b) Fee amounts in the fee schedule for for-sale units will be calculated as the difference between the affordable sales price for a targeted household and the median price, as determined by the county, of all single-family home sales in the county within the previous 12 months.
- (c) Fee amounts in the fee schedule for rental units will be calculated as the difference over a 55-year period between the average annual rent, as determined by the county, of a two-bedroom, one-and-a-half-bathroom apartment in the county and the annual affordable rent for a targeted household.
- (d) Fee amounts in the fee schedule will be calculated annually.
- (e) All fee revenues will be deposited in a restricted fund earmarked to provide housing opportunities for extremely low, very low, lower, and moderate income households.
- (f) Funds will be appropriated for expenditures authorized by law that make housing units affordable to extremely low, very low, lower, and moderate income households and for costs associated with administering the restricted fund.
- (g) In-lieu fees are non-refundable and shall be paid before the first building permit is issued for any portion of the residential development. (Ords. 2022-07 § 3, 2006-43 § 2.)

SECTION IV. Section 822-4.408 of the County Ordinance Code is amended to read:

822-4.408 Exemptions.

- (a) The following residential developments are exempt from the requirements of this chapter:
 - (1) Residential developments of one through four dwelling units.
 - (2) The reconstruction of any dwelling units that were destroyed by fire, flood, earthquake, or other act of nature, provided the square footage, number of units, and use of the units remain the same and the use is resumed within six months of the interruption.
 - (3) Residential developments that obtain one of the following before November 23, 2006:
 - (A) A discretionary approval.
 - (B) A building permit.
 - (4) A community care facility as defined in Health and Safety Code Section 1502.

ORDINANCE NO. 2022-07

- (5) Residential developments that are exempt from the requirements of this chapter pursuant to State law, including but not limited to the following:
 - (A) Residential developments that obtain a vesting tentative map before the effective date of the ordinance codified in this chapter, provided the vesting tentative map has not expired.
 - (B) Residential developments where the application for a tentative map has been deemed complete by the county before the effective date of the ordinance codified in this chapter.
- (b) A residential development that is located in or proposed for a former county redevelopment area is exempt from the provisions of this chapter, if the development is subject to a Successor Agency disposition and development agreement, owner participation agreement, acquisition agreement or other written agreement that requires affordable housing to be produced in the development, or if the development is subject to a condition of approval requiring affordable housing to be provided in the former county redevelopment area. (Ords. 2022-07 § 4, 2006-43 § 2.)

SECTION V. Section 822-4.410 of the County Ordinance Code is amended to read:

822-4.410 Restrictions.

- (a) Rental Inclusionary Unit Restriction. The monthly rent for a rental inclusionary unit shall remain reserved for the targeted households at the applicable affordable rent for a period of fifty-five years.
- (b) For-Sale Inclusionary Unit Restrictions.
 - (1) The initial sale of a for-sale inclusionary unit shall occur only to a household that meets all of the following:
 - (A) The household's annual income does not exceed the maximum income limits applicable to the targeted household for the inclusionary unit.
 - (B) The household has not owned a residence within the previous three years.
 - (C) The household has no more than \$250,000 in assets. This amount excludes assets reserved for a down payment and closing costs, assets in retirement savings accounts, and assets in medical savings accounts.
 - (2) The initial purchaser of a for-sale inclusionary unit must agree to occupy the

dwelling unit as the principal residence for at least three years, unless an emergency requires the earlier sale of the unit.

- (3) A for-sale inclusionary unit may be sold after the initial sale to an above-moderate income purchaser and at a market price, provided that the sale results in a recapture by the county of a financial interest in the unit equal to the sum of:
 - (A) The difference between the initial affordable sales price and the appraised market value of the unit at the time of the initial sale; and
 - (B) The county's proportionate share of any appreciation since the time of the initial sale. Appreciation is the difference between the resale price to the above-moderate income purchaser and the appraised market value at the time of the initial sale. The county's proportionate share of appreciation is equal to the percentage by which the initial affordable sales price was less than the appraised market value at the time of the initial sale.
- (4) All recaptured amounts under subsection (3) will be deposited in a restricted fund established pursuant to Section 822-4.404. (Ords. 2022-07 § 5, 2006-43 § 2.)

SECTION VI. Section 822-4.412 of the County Ordinance Code is amended to read:

822-4.412 Standards.

- (a) Inclusionary units must be dispersed throughout the residential development and have access to all on-site amenities that are available to market rate units.
- (b) The construction quality and exterior design of inclusionary units must be comparable to the market rate units. However, an inclusionary unit may:
 - (1) Be smaller in size by up to 10 percent when compared to the average size of market rate units in the development that have the same number of bedrooms as the inclusionary unit.
 - (2) Be developed on smaller lots of up to 10 percent when compared to the average lot size of market rate units in the development that have the same number of bedrooms as the inclusionary unit.
 - (3) Have alternative interior finishes that reduce interior construction costs by up to five percent when compared to the average interior construction cost of market rate units in the development that have the same number of bedrooms as the inclusionary unit.

- (c) The average number of bedrooms for all inclusionary units must be equivalent to the average number of bedrooms for market rate units within the same residential development.
- (d) All inclusionary units must be constructed and occupied prior to or concurrently with the market rate units within the same residential development. For phased residential developments, the inclusionary units may be constructed and occupied in proportion to the number of dwelling units in each phase of the project. (Ords. 2022-07 § 6, 2006-43 § 2.)

SECTION VII. Section 822-4.414 of the County Ordinance Code is amended to read:

822-4.414 Review.

- (a) Concurrently with a developer's first application for a discretionary approval for a residential development, the developer shall submit to the Department of Conservation and Development an inclusionary housing plan for review.
- (b) An inclusionary housing plan must include all of the following information:
 - (1) A brief description of the residential development, including the number of market rate units and inclusionary units proposed, and the basis for the calculation of the number of units.
 - (2) The unit mix, location, structure type, and size (including number of bedrooms) of the market rate and inclusionary units. A site plan depicting the location of the inclusionary units must be provided.
 - (3) The targeted household income levels of the inclusionary units.
 - (4) For a phased project, a phasing plan that provides for the timely development of the inclusionary units as the residential development is built out.
 - (5) Any proposed density bonus and a description of any incentives requested of the county.
 - (6) If the developer intends to satisfy the inclusionary unit requirement by payment of an in-lieu fee, a statement to that effect, and a calculation of the total in-lieu fee payment required.
 - (7) If an alternative compliance method is proposed, information sufficient to allow the county to determine either that on-site construction of inclusionary units is infeasible or that an alternative method of compliance could provide equivalent or

greater benefit than would result from providing those inclusionary units on-site.

- (c) The Department of Conservation and Development will accept as complete or reject as incomplete the inclusionary housing plan within 30 days of receiving the proposed inclusionary housing plan.
- (d) An application for a discretionary approval of the residential development will not be deemed complete for processing until after the inclusionary housing plan has been accepted as complete. Preliminary approval of the inclusionary housing plan is required prior to any discretionary approval of the residential development.
- (e) The Conservation and Development Director will approve the inclusionary housing plan if the plan complies with the requirements of this chapter. If the Director denies the inclusionary housing plan, the Director will notify the developer in writing of the reasons for denial. Approval of the inclusionary housing plan is required prior to any discretionary approval of the residential development. (Ords. 2022-07 § 7, 2006-43 § 2.)

SECTION VIII. Section 822-4.416 of the County Ordinance Code is amended to read:

822-4.416 Inclusionary housing agreements.

- (a) All developers whose projects are not exempt under Section 822-4.408 shall enter into an inclusionary housing agreement with the county, except where the requirements of this chapter are satisfied by payment of an in-lieu fee. The agreement must be in a form provided by the Department of Conservation and Development.
- (b) All inclusionary housing agreements will include, at a minimum, the following information:
 - (1) The number of for-sale units and rental units.
 - (2) The number, size, location, and square footage of inclusionary units.
 - (3) Provisions for determining the market value and sales price or rental price of the inclusionary units.
 - (4) Incentives, if any.
 - (5) Provisions and documents for enforcing the restrictions established by Section 822-4.410, including deed restrictions in a form acceptable to the county.
 - (6) Provisions for determining income eligibility and monitoring the ongoing affordability of inclusionary units.

- (7) Provisions for enforcing the construction and occupancy standards specified in Section 822-4.412(d). These provisions may include withholding approval of permits for any structure or property located within the residential development.
 - (8) If an alternative compliance method has been proposed, provisions for implementation and enforcement of that method, consistent with Section 822-4.406.
 - (9) Provisions requiring annual compliance reporting to the Department of Conservation and Development during the term of the inclusionary housing agreement.
- (c) The inclusionary housing agreement must be executed before the approval of the final map or the issuance of the first building permit for any portion of the residential development, whichever occurs first. Following execution, the agreement will be recorded as a covenant running with the land against the real property of the residential development. (Ords. 2022-07 § 8, 2006-43 § 2.)

SECTION IX. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of supervisors voting for or against it in the East Bay Times, a newspaper published in this County.

PASSED on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

Board Chair

By: _____
Deputy

[SEAL]

KCK:
H:\Client Matters\2022\DCD\Ordinance No. 2022-07 Inclusionary Housing.wpd



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: Notice of Completion for the Pinehurst Road Sinkhole and Culvert Repair Project, Canyon area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/31 accepting as complete the contracted work performed by W. R. Forde Associates, Inc., for the Pinehurst Road Sinkhole and Culvert Repair Project, as recommended by the Public Works Director, Canyon area. County Project No. 0672-6U6202, Federal Project No. ER 32L0(517) (District II)

FISCAL IMPACT:

The Project was funded by Local Road Funds (57%), and Federal/State Emergency Relief Funds (43%).

BACKGROUND:

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of October 18, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

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

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Adelina Huerta 925.313.2305

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2022/31

Recorded at the request of: Clerk of the Board

Return To: Public Works/ Design & Construction Division

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

Adopted this Resolution on 02/01/2022 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2022/31

RECORDABLE RESOLUTION

The Board of Supervisors RESOLVES that:

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

Nature of Stated Owner: fee and/or easement

Project No.: 0672-6U6202, Federal project No. ER 32L0(517)

Project Name: Pinehurst Road Sinkhole and Culvert Repair

Date of Work Completion: October 18, 2021.

Description: Contra Costa County on July 27, 2021 contracted with W. R. Forde Associates, Inc., for the work generally consisting of replacing a damaged Corrugated Metal Pipe (CMP) with a Reinforced Concrete Pipe (RCP) and repairing the CMP using invert paving. The pipe invert was filled with concrete reinforced baffles for fish passage. Work included temporary water diversion and dewatering, reconstructing of the roadway and roadside ditch, replacing roadway striping, and reconstructing and stabilizing the embankment using rock slope protection, all in accordance with the plans, drawings, special provisions and/or specifications prepared by or for the Public Works Director and in accordance with the accepted bid proposal. The project was located in the Canyon area, with the Fidelity and Deposit Company of Maryland, as surety, for work to be performed on the grounds of the County; and

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of October 18, 2021.

Identification of real property: **Canyon area** at: Pinehurst Road

Fees: none

Legal References: none

Comments:

Contact: Adelina Huerta 925.313.2305

cc:

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

ATTESTED: February 1, 2022

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

By: , Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: ADOPT Resolution No. 2022/35 to vacate and quitclaim excess road right of way, Bethel Island area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/35 to vacate approximately 22,227 square feet of excess road right of way of a street or highway no longer required for street or highway purposes, pursuant to the Streets and Highways Code, commencing with Section 8330, et seq. A description of the areas to be vacated are attached hereto as Exhibits "A" and "A-1" and Exhibits "B" and "B-1" each of which is incorporated herein by reference located in the Bethel Island area. Project No.: WL039C – Permit DP20-03007.

DETERMINE that this vacation request is for excess right of way of a street or highway not required for street or highway purposes. (S&H Code Section 8334(a))

DETERMINE that the proposed vacation is exempt from the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 (c) of the CEQA guidelines as stated in the Notice of Exemption filed November 6, 2020.

DIRECT the Real Estate Division to record a certified copy of the Board Order and Resolution in the office of the County Clerk-Recorder.

AUTHORIZE the Chair, Board of Supervisors, to execute a Quitclaim Deed on behalf of the County and DIRECT the Real Estate Division

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Margaret Eychner, 925.957.2463

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

of the Public Works Department to cause said Quitclaim Deed to be delivered to the Title Company for recording in the office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Applicant Fees

BACKGROUND:

On July 9, 1945, Contra Costa County (County) received an offer of dedication for roadway purposes over a portion of Stone Road, which was accepted by the Board of Supervisors on June 7, 1948, and recorded on June 9, 1948, in Book 1209, at Page 230, of Official Records. The County also received an offer of dedication for roadway purposes for a second portion of Stone Road that was accepted by the Board of Supervisors in a deed recorded and accepted on July 16, 1954 in Book 2349, at Page 63. The owner of the adjacent lots surrounding these two portions of road right of way has requested the County vacate the areas no longer needed for the purpose for which they were dedicated.

CONSEQUENCE OF NEGATIVE ACTION:

The County may be responsible for the maintenance of this excess right of way no longer needed.

ATTACHMENTS

Resolution No. 2022/35

Quitclaim Deed

Exhibit A

Exhibit A-1

Exhibit B and B-1

Recorded at the request of: Contra Costa County

Return To: Public Works, Real Estate Services Division, Margaret Eychner

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

Adopted this Resolution on 02/01/2022 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2022/35

IN THE MATTER OF: Adopting Resolution No. 2022/35 to summarily vacate excess road right of way of two portions of Stone Road adjacent to APNs 031-010-017 and 031-010-010, Bethel Island Area, District III. Project No.: WL039C – Permit DP20-03007.

WHEREAS, Contra Costa County (County) no longer requires the excess area of Stone Road adjacent to Assessor's Parcel Number 031-010-017 that was accepted by the Board of Supervisors on June 7, 1948 and recorded on June 9, 1948 in Book 1209, at Page 230, of Official Records, and the area of Stone Road adjacent to Assessor's Parcel Number APN 031-010-010 that was accepted by the Board of Supervisors and recorded on July 16, 1954 in Book 2349, at Page 63, Bethel Island area.

The easement areas are described in Exhibit "A" and Exhibit "B" and depicted in Exhibit "A-1" and Exhibit "B-1", each of which are incorporated herein, and together are portions of Stone Road.

WHEREAS, this termination request is for excess road right of way of a street or highway not required for street or highway purposes. (S&H Code Section 8334(a)).

WHEREAS, Public Works Department staff has concluded that it can be seen with certainty that there is no possibility that vacating the described areas identified in Exhibit "A" and Exhibit "B" may have a significant adverse effect on the environment.

WHEREAS, there are no known public facilities within the easement area.

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of Contra Costa County that:

The areas described and depicted in Exhibits "A" and "A-1," and Exhibits "B" and "B-1" attached hereto and incorporated herein by reference, are hereby summarily VACATED pursuant to Division 9, Chapter 4 of the Streets and Highways Code and determine that this vacation request is for excess right of way of a street or highway not required for street or highway purposes pursuant to S&H Code Section 8334(a).

The Board FINDS that the County has not expended County funds to maintain or improve the excess road right of way, and it is in the best interest of the County and the public that the excess road right of way be entirely privately owned and maintained.

The Board FINDS that terminating and abandoning the excess road right of way will not have a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Article 19, section 15301 (c) as stated in the Notice of Exemption filed November 6, 2020.

The Board DECLARES that the hereinabove described proposed vacation areas are HEREBY ORDERD VACATED. From and after the date that this resolution is adopted the areas vacated no longer constitute a public highway or roadway.

The Board DIRECTS the Public Works Director, or designee, to cause a certified copy of this Resolution and Board Order to be recorded in the office of the County Clerk-Recorder.

Contact: Margaret Eychner, 925.957.2463

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

ATTESTED: February 1, 2022

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

By: , Deputy

cc:

Recorded at the request of:
Contra Costa County

After recording return to:
SDC Delta Coves, LLC
7600 Doubletree Ranch Road, #250
Scottsdale, AZ 85258

Mail Tax Statement to:
SDC Delta Coves, LLC
7600 Doubletree Ranch Road, #250
Scottsdale, AZ 85258

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ _____

QUITCLAIM DEED

For a 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 SDC Delta Coves, LLC, a Delaware limited liability company, the following described real property in the unincorporated area of the County of Contra Costa, State of California,

FOR DESCRIPTIONS AND PLATS SEE EXHIBITS "A" AND "A-1" AND EXHIBITS "B" AND "B-1" ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY

Date: _____

By _____
Karen Mitchoff, 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

Stone Road Vacate

Real property situate in Contra Costa County, State of California, and being a portion of Stone Road as shown on that subdivision map titled Bethel Subdivision, filed for record July 9, 1945, in Book 27 of Maps at Pages 60-63, Contra Costa County Records being more particularly described as follows:

Commencing at a point on the northern line of Stone Road, said line being common with the southeastern subdivision boundary of Subdivision 6013, Delta Coves, filed for record March 22, 2005, in Book 476 of Maps at Pages 37-88, Contra Costa County Records, at the northeastern terminus of that course described as N 56°31'44" E 422.28' in said Map of Subdivision 6013; thence continuing along said common line of Stone Road along a curve to the left, tangent to last said course, having radius 20.00 feet, through a central angle of 41°24'35", and a length of 14.45 feet to the true Point of Beginning; thence continuing along said common line the following two (2) course: (1) continuing along last said curve left having radius 20.00 feet, through a central angle of 18°35'25", a length of 6.49 feet, and (2) along a tangent curve to the right having a radius of 70.00 feet, through a central angle of 124°37'23", a length of 152.26 feet; thence across Stone Road South 56°31'44" West 127.96 feet to the Point of Beginning

Containing 3,632 square feet, more or less.

End of description.

See Exhibit A-1 – Plat to Accompany Legal Description which is attached hereto and made a part hereof

Prepared by:




Kirkpatrick P Myers, LS 9009

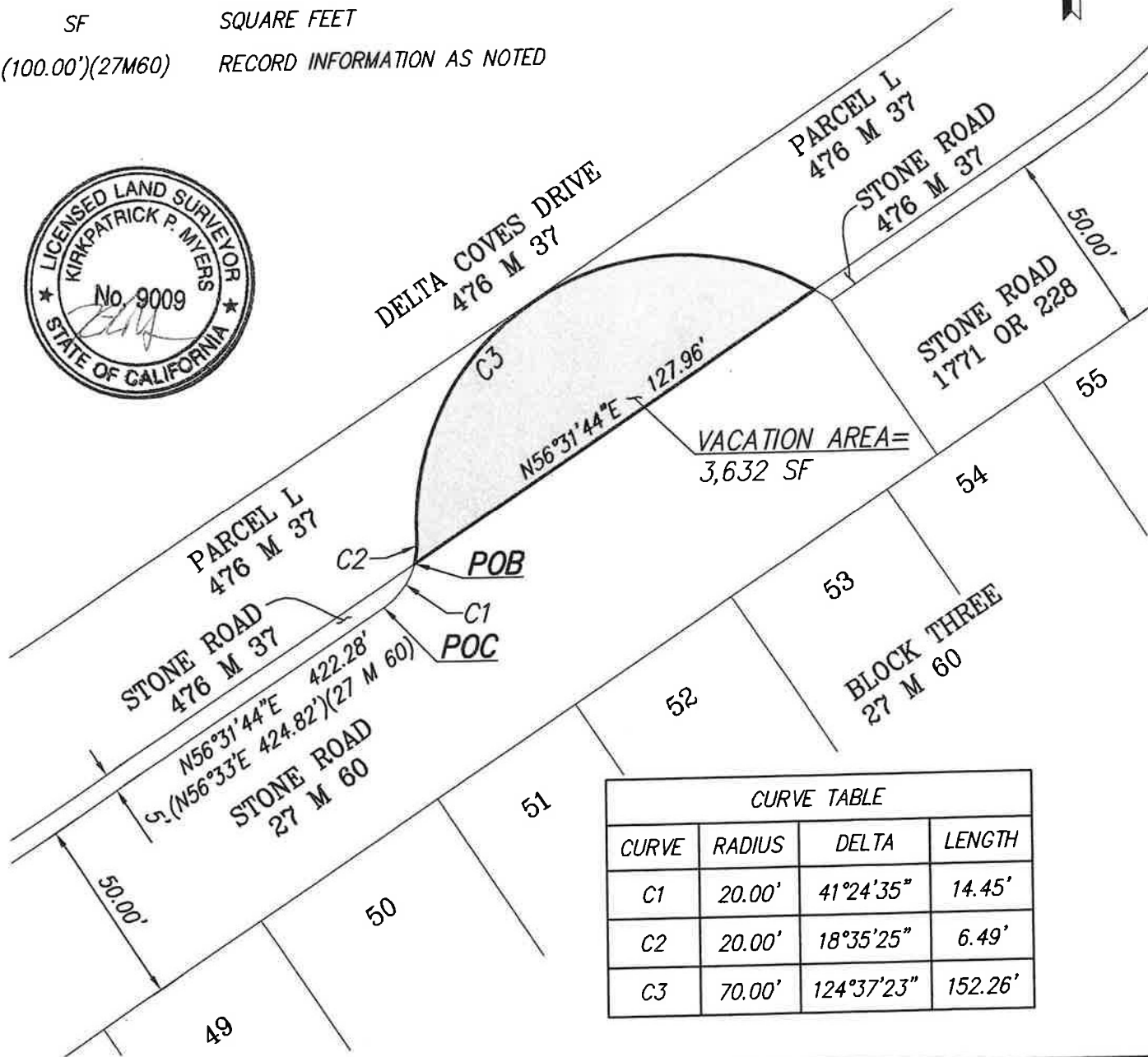
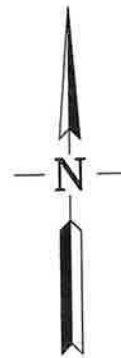


1 / 3 / 22

Date

LEGEND

	SUBJECT PROPERTY
	ADJOINING PROPERTY LINE
	VACATION AREA
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
SF	SQUARE FEET
(100.00')(27M60)	RECORD INFORMATION AS NOTED



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	20.00'	41°24'35"	14.45'
C2	20.00'	18°35'25"	6.49'
C3	70.00'	124°37'23"	152.26'

EXHIBIT A-1

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
Stone Road Vacation

CONTRA COSTA COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=40'

DATE:
10/20/2021

JOB NO.:
131019

Exhibit "B"
Legal Description
Right of Way Vacation

Real property situate in the unincorporated area of County of Contra Costa, State of California

Being a portion of the parcel described in the Deed to Contra Costa County, filed June 4, 1954, in Book 2349, at Pages 63 to 64, Contra Costa County Records, described as follows:

Commencing at the most northeastern corner of parcel; thence along the general eastern line of said parcel, South 67°19'26" West, 22.91 feet to the **Point of Beginning**; thence continuing along last said line, South 67°19'26" West, 170.09 feet; thence South 08°58'26" West, 210.04 feet; thence South 73°11'32" West, 66.63 feet to the general western line of said parcel; thence along last said line, North 08°58'26" East, 272.52 feet; thence North 67°19'26" East, 30.38 feet to the southern line of Windsweep Road as shown on the map entitled "Subdivision 6013 Delta Coves at Bethel Island" filed in Book 476 of maps at Page 37, Contra Costa County Records, said point also being on a non-tangent curve to the left, having a radial bearing which bears South 15°32'14" West, a radius of 280.00 feet and a delta of 38°12'48"; thence along said southern line and along said curve, an arc length of 186.74 feet to the **Point of Beginning**.

Containing: 18,595 SQ. FT. more or less

See Exhibit B-1 – Plat to Accompany Legal Description which is attached hereto and made a part hereof
End of Description



Kirkpatrick Myers L.S. 9009



Date: October 20, 2021

WINDSWEEP ROAD
(SUBDIVISION 6013)

PARCEL H
(SUBDIVISION 6013)

STONE ROAD
(60' R/W)
(2349 OR 63)

P.O.C.

N15°32'14"E(R)

N67°19'26"E
30.38'

R=280.00' ?=38°12'48" L=186.75'

P.O.B.
S22°40'34"E(R)

S67°19'26"W
22.91'

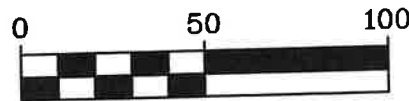
PLEASANTIMES SUBDIVISION
LOT 18
(27 M 60)

PARCEL A
(SUBDIVISION 6013)
476 M 37

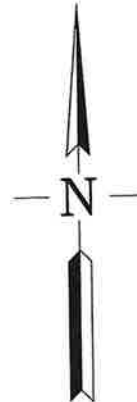
272.52'
18,595± S.F.

210.04'

PARCEL A
(SUBDIVISION 6013)
476 M 37



(IN FEET)
1 inch = 50 ft.



LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
(R) RADIAL
S.F. SQUARE FEET

PARCEL L
(SUB 6013)

S73°11'32"W
66.63'

STONE ROAD
(2349 OR 63)

LOT 12
PLEASANTIMES SUBDIVISION
(27 M 60)

G:\Job2002\021065\Mapping\Vacation plats\021065vac.dwg

EXHIBIT B-1
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
RIGHT OF WAY VACATION
SUBDIVISION 6013

BETHEL ISLAND, CONTRA COSTA COUNTY, CALIFORNIA

**Ruggeri -
Jensen -
Azar & Associates**

4690 CHABOT DRIVE, SUITE 200 • PLEASANTON, CA 94588
PHONE: (925) 227-9100 • FAX: (925) 227-9300

SCALE:
1"=50'

DATE:
10-20-2021

JOB NO.:
021065



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: ADOPT Resolution No. 2022/36 terminating and abandoning Offer of Dedication of excess right of way and execute a Quitclaim Deed, Bethel Island area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/36 terminating and abandoning an Offer of Dedication for excess right of way of a portion of Sandy Lane. A description of the area to be vacated is attached to the Resolution as Exhibit "A" and Exhibit "B" located in the Bethel Island area. Project No.: WL039C – Permit DP20-03007

The Board FINDS that terminating and abandoning the offer of dedication of excess right of way will not have a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 (c) of the CEQA guidelines as stated in the Notice of Exemption filed November 6, 2020.

DIRECT the Real Estate Division of the Public Works Department to record a certified copy of the Board Order and Resolution in the office of the County Clerk-Recorder.

AUTHORIZE the Chair, Board of Supervisors, to execute a Quitclaim Deed on behalf of the County to SDC Delta Coves, LLC and DIRECT the Real Estate Division of the Public Works Department to cause said Quitclaim Deed to be delivered to the Title Company for recording in the office of the County Clerk-Recorder.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Margaret Eychner, 925.957-2463

By: , Deputy

cc:

FISCAL IMPACT:

100% Applicant Fees

BACKGROUND:

On March 22, 2005, Contra Costa County received, but did not accept, an offer of dedication for roadway purposes over the north half of Sandy Lane on Bethel Island. It has been determined that a portion of the offered area is not required and will not be used for the purpose for which it was dedicated.

CONSEQUENCE OF NEGATIVE ACTION:

The County may be responsible for future maintenance of this excess road right of way.

ATTACHMENTS

Resolution No. 2022/36

Quitclaim Deed

Exhibits A and B

Recorded at the request of: Contra Costa County

Return To: Public Works, Real Estate Services Division, Margaret Eychner

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

Adopted this Resolution on 02/01/2022 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2022/36

IN THE MATTER OF: Adopting Resolution No. 2022/36 terminating and abandoning an Offer of Dedication for excess right of way of a portion of Sandy Lane, Bethel Island Area, District III. Project No.: WL039C – Permit DP20-03007.

WHEREAS, in March 2005, Contra Costa County (County) received, but did not accept, an offer of dedication for roadway purposes over the north half of Sandy Lane. The offer of dedication was filed on March 22, 2005, in the Office of the County Recorder of the County of Contra Costa, State of California, as Instrument No. 2005-0097714.

WHEREAS, the current owner of APN 031-010-010 within Subdivision 6013 (Delta Coves) has requested that the County terminate and abandon a portion of the offer of dedication.

WHEREAS, this Termination of an Offer of Dedication of a certain excess right of way is made pursuant to Government Code 7050 and to Part 3 of Division 9, Chapter 4 of the Streets and Highways Code, commencing with Section 8330, et. seq.

WHEREAS, the area being terminated and abandoned is more particularly described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein.

DETERMINE that this termination request is for an excess right of way of the street or highway not required for street or highway purposes. (S&H Code Section 8334(a))

WHEREAS, Public Works Department staff has determined there is no possibility that terminating and abandoning the offer of dedication may have a significant adverse effect on the environment.

WHEREAS, there are no known public facilities within the easement area.

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of Contra Costa County that:

The Board FINDS that there is no reasonable probability that the offer of dedication will be accepted into the County’s road system, which the County has not expended County funds to maintain or improve, and it is in the best interest of the County and the public that the excess right of way be entirely privately owned and maintained.

The Board FINDS that terminating and abandoning the offer of dedication of excess right of way will not have a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Article 19, section 15301 (c) as stated in the Notice of Exemption filed November 6, 2020.

The offer of dedication of excess right of way described and depicted in Exhibit “A” and Exhibit “B” is hereby TERMINATED and ABANDONED pursuant to Government Code section 7050, and to Part 3 of Division 9, Chapter 4 of the Streets and Highways Code, commencing with section 8330, et, seq.

The Board DIRECTS the Public Works Director to cause a certified copy of this Resolution to be recorded in the Office of the County Clerk-Recorder.

From and after the date this Resolution is recorded, the Offer of Dedication described in Exhibit “A” is terminated and the County’s right to accept the offer is abandoned.

Contact: Margaret Eychner, 925.957-2463

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

ATTESTED: February 1, 2022

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

By: , Deputy

cc:

Recorded at the request of:
Contra Costa County

After recording return to:
SDC Delta Coves, LLC
7600 Doubletree Ranch Road, #250
Scottsdale, AZ 85258

Mail Tax Statement to:
SDC Delta Coves, LLC
7600 Doubletree Ranch Road, #250
Scottsdale, AZ 85258

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ _____

QUITCLAIM DEED

For a 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 SDC Delta Coves, LLC, a Delaware limited liability company, the following described real property in the unincorporated area of the County of Contra Costa, State of California,

FOR DESCRIPTION AND PLAT, SEE EXHIBIT "A" AND EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY

Date: _____

By _____
Karen Mitchoff, 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

Sandy Lane Quitclaim

Real property situate in Contra Costa County, State of California, and being a portion of Sandy Lane as described in the Offer of Dedication for Road Purposes made by LB/L Duc III Bethel Island LLC, a Delaware Limited Liability Company, to Contra Costa County, a political subdivision of the State of California, filed for record on March 22, 2005, Contra Costa County Records under document number 2005-0097714, being more particularly described as follows:

Beginning at the southeast corner of said offer of dedication; thence along the southern line of said offer of dedication South 89°59'38" West 180.21 feet; thence across said offer of dedication to the northern line of said offer of dedication North 0°37'22" West 35.50 feet; thence along the northern and eastern lines of said offer of dedication the following two (2) courses: (1) North 89°59'38" East 180.21 feet and (2) South 0°37'22" East 35.50 feet to the **Point of Beginning**

Containing 6,391 square feet, more or less.

End of description.

See **Exhibit B** – Plat to Accompany Legal Description which is attached hereto and made a part hereof

Prepared by:








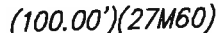
Kirkpatrick P Myers, LS 9009

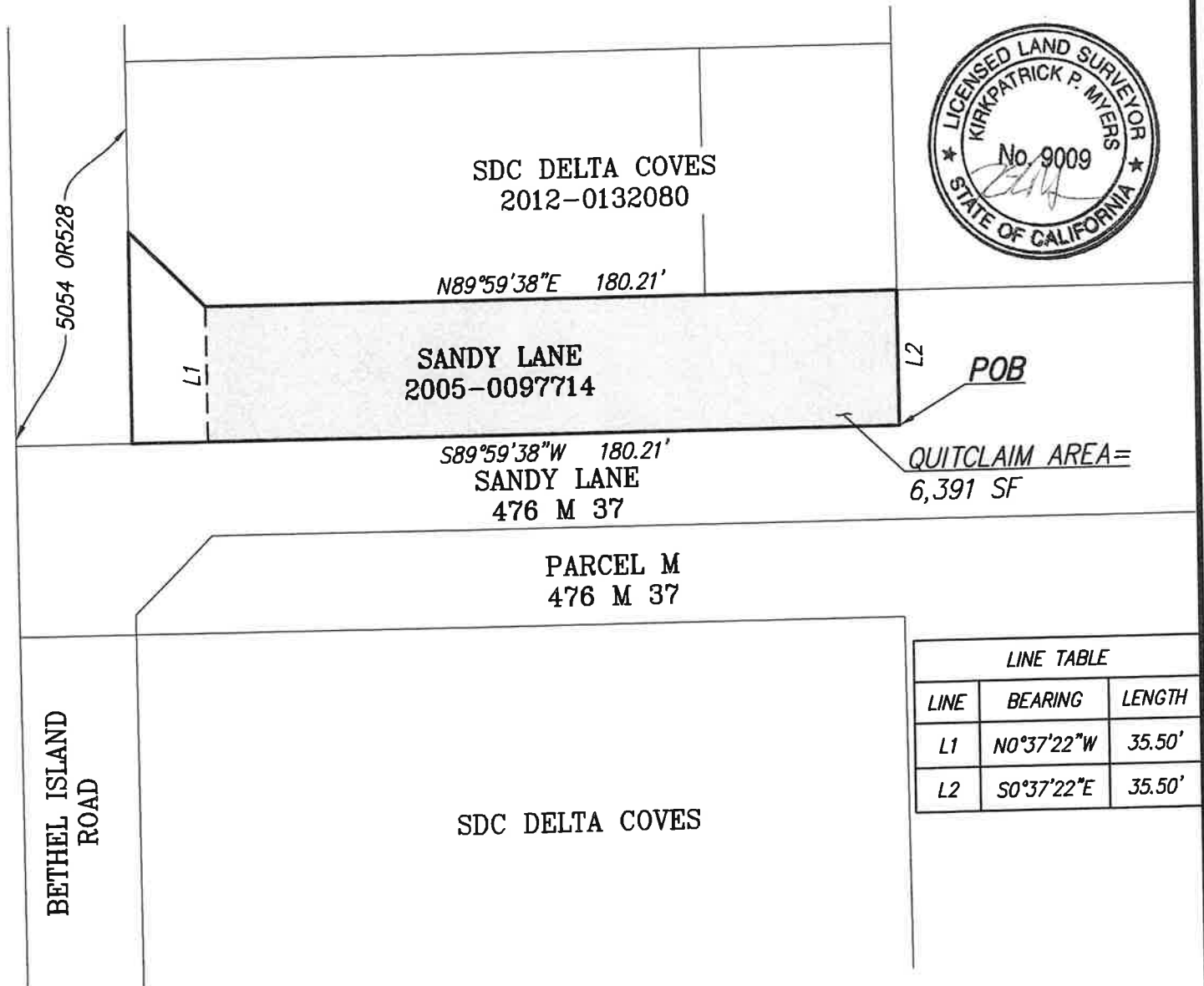
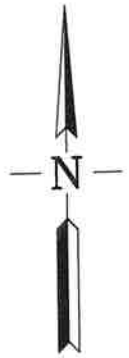


10/20/21

Date

LEGEND

-  SUBJECT PROPERTY
-  ADJOINING PROPERTY LINE
-  QUITCLAIM AREA
-  POINT OF BEGINNING
-  SQUARE FEET
-  (100.00')(27M60) RECORD INFORMATION AS NOTED



LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°37'22"W	35.50'
L2	S0°37'22"E	35.50'

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
Sandy Lane Quitclaim

CONTRA COSTA COUNTY, CALIFORNIA

RJA

RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=40'

DATE:
10/11/2021

JOB NO.:
131019



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: ADOPT Resolution No. 2022/37 terminating and abandoning Offer of Dedication, Bethel Island area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/37 terminating and abandoning an Offer of Dedication of a storm drain easement. The Offer of Dedication is more particularly described as the areas designated as "storm drain easement" or "SDE" on Subdivision Map 6013, located in the Bethel Island area. Project No.: WL039C – Permit DP20-03007.

DETERMINE that this activity is exempt from the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 (c) of the CEQA guidelines as stated in the Notice of Exemption filed November 6, 2020.

DIRECT the Real Estate Division to record a certified copy of this Board Order and the Resolution in the office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Applicant Fees

BACKGROUND:

In March, 2005, Contra Costa County (County) received, but did not accept an offer of dedication of a storm drain easement. The offer was included on the approved Parcel Map for Subdivision 6013, filed on March 22, 2005. It has been determined that the offered area is not required and will not be used for the purpose for which it was dedicated.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Margaret Eychner, 925.957.2463

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The County may be responsible for the maintenance of an area that is not required for storm drain purposes

ATTACHMENTS

Resolution No. 2022/37

Recorded at the request of: Contra Costa County

Return To: Public Works, Real Estate Services Division, Margaret Eychner

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

Adopted this Resolution on 02/01/2022 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2022/37

IN THE MATTER OF: Adopting Resolution No. 2022/37 terminating and abandoning an Offer of Dedication of a storm drain easement on Subdivision Map 6013, Bethel Island Area, District III. Project No.: WL039C – Permit DP20-03007.

WHEREAS, in March 2005, Contra Costa County (County) received, but did not accept, an offer of dedication of a storm drain easement, Subdivision Map 6013, Bethel Island area. The offer of dedication was included on the approved Parcel Map for Subdivision 6013, filed on March 22, 2005. Project No.: WL039C – Permit DP20-03007.

WHEREAS, the current owners of APN 031-010-010 within Subdivision 6013 (Delta Coves) have requested that the County terminate and abandon the offer of dedication.

WHEREAS, this Termination of an Offer of Dedication is made pursuant to Government Code 66477.2 subdivision (c) and to Part 3 of Division 9, Chapter 4 of the Streets and Highways Code, commencing with Section 8330, et. seq.

WHEREAS, the Offer of Dedication is more particularly described as the areas designated as “storm drain easement” or “SDE” on Subdivision Map 6013.

WHEREAS, the easement has not been used for the purpose for which the offer of dedication was made for five consecutive years immediately preceding the proposed termination and abandonment. (S&H Code Section 8333 (a)).

WHEREAS, Public Works Department staff has determined there is no possibility that terminating and abandoning the offer of dedication may have a significant adverse effect on the environment.

WHEREAS, there are no known public facilities within the storm drain easement area.

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of Contra Costa County that:

The Board FINDS that there is no reasonable probability that the offer of dedication will be accepted into the County’s storm drain system, which the County has not expended County funds to maintain or improve, and it is in the best interest of the County and the public that the storm drain easement be entirely privately owned and maintained.

The Board FINDS that terminating and abandoning the offer of dedication of the storm drain easement will not have a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Article 19, section 15301 (c) as stated in the Notice of Exemption filed November 6, 2020.

The storm drain easement described and depicted on Subdivision Map 6013 is hereby TERMINATED and ABANDONED pursuant to Government Code section 66477.2 subdivision (c), and to Part 3 of Division 9, Chapter 4 of the Streets and Highways Code, commencing with section 8330 et. seq.

The Board DIRECTS the Public Works Director to cause a certified copy of this Resolution to be recorded in the Office of the County Clerk-Recorder.

From and after the date this Resolution is recorded, the Offer of Dedication described and depicted on Subdivision Map 6013 is terminated and the County's right to accept the offer is abandoned.

Contact: Margaret Eychner, 925.957.2463

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

ATTESTED: February 1, 2022

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: Accepting completion of private improvements for minor subdivision MS93-00021, Diablo area. (District II)

RECOMMENDATION(S):

ADOPT Resolution No. 2022/26 accepting completion of private improvements for the Subdivision Agreement and release of cash deposit for faithful performance for minor subdivision MS93-00021, for a project developed by Michael P. Scarpelli, as recommended by the Public Works Director, Diablo area. (District II)

FISCAL IMPACT:

100% Developer Fees.

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not receive a refund of the cash deposit, the Subdivision Agreement and surety bond will not be exonerated, and completion of private improvements will not be accepted.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Randolph Sanders, 925.313.2111

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2022/26

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept., Engineering Services

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

Adopted this Resolution on 02/01/2022 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2022/26

IN THE MATTER OF accepting completion of private improvements for the Subdivision Agreement and release of cash deposit for faithful performance for minor subdivision MS93-00021 for a project developed by Michael P. Scarpelli, as recommended by the Public Works Director, Diablo area. (District II)

WHEREAS, the Public Works Director has notified this Board that the private improvements in minor subdivision MS93-00021 have been completed as provided in the Subdivision Agreement with Michael P. Scarpelli, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS, these improvements are approximately located near Diablo Road.

NOW, THEREFORE, BE IT RESOLVED that the improvements have been **COMPLETED** as of February 1, 2022, thereby establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: July 7, 2015

NAME OF SURETY: Philadelphia Indemnity Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$152,460.00, Bond No. PB02321700010 issued by the above surety be **RETAINED** for the six month lien guarantee period until August 1, 2022, at which time the Board **AUTHORIZES** the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Public Works Director is **AUTHORIZED** to refund the \$1,540.00 cash security for performance (Auditor's Deposit Permit No. DP685508, dated May 15, 2021) plus interest in accordance with Government Code Section 53079, if appropriate, to Michael P. Scarpelli, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. PB02321700010, dated April 6, 2015 are **EXONERATED**.

Contact: Randolph Sanders, 925.313.2111

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

ATTESTED: February 1, 2022

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: Approve the Final Map and Subdivision Agreement for subdivision SD17-09467, Bay Point area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/33 approving the Final Map and Subdivision Agreement for subdivision SD17-09467, for a project being developed by Forecast Land Investment, LLC, as recommended by the Public Works Director, Bay Point area. (District V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for subdivision SD17-09467 and has determined that all conditions of approval for Final Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

The Final Map and the Subdivision Agreement will not be approved and recorded.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Randolph Sanders, 925.313.2311

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2022/33

Subdivision

Agreement

Final Map

Tax Letter

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept., Engineering Services

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

Adopted this Resolution on 02/01/2022 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2022/33

IN THE MATTER OF approving the Final Map and Subdivision Agreement for subdivision SD17-09467, for a project being developed by Forecast Land Investment, LLC, as recommended by the Public Works Director, Bay Point area. (District V)

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

I. Map

The Final Map of subdivision SD17-09467, property located in the Bay Point area, V, said map having been certified by the proper officials.

II. Subdivision Agreement

A subdivision agreement with Forecast Land Investment, LLC principal, whereby said principal agrees to complete all improvements as required in said subdivision agreement within 2 years(s) from the date of said agreement. Accompanying said subdivision agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond

Performance amount: \$1,000.00 Auditor's Deposit Permit No. DP839131 Date: November 22, 2021
Submitted by: Discovery Builders, Inc.

B. Surety Bond

Bond Company: Lexon Insurance Company Bond Number: LICX1210918 Date: November 30, 2021
Performance Amount: \$48,000.00
Labor & Materials Amount: \$24,500.00
Principal: Forecast Land Investment, LLC

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in

said map and that the 2021-2022 tax lien has been paid in full and the 2022-2023 tax lien, which became a lien on the first day of January 2022, is estimated to be \$8,910.00, with security guaranteeing payment of said tax lien as follows:

- Tax Surety

Auditor's Deposit Permit Number: DP841849 Date: January 7, 2022

Amount: \$8,910.00

Submitted by/Principal: Forecast Land Investment, LLC

NOW, THEREFORE, BE IT RESOLVED:

1. That said subdivision, together with the provisions for its design and improvement, is **DETERMINED** to be consistent with the County's general and specific plans.
2. That said Final map is **APPROVED** and this Board does hereby accept subject to installation and acceptance of improvements on behalf of the public any of the streets, paths, or easements shown thereon as dedicated to public use.
3. That said subdivision agreement is also **APPROVED**.

Contact: Randolph Sanders, 925.313.2311

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

ATTESTED: February 1, 2022

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

By: , Deputy

cc:

SUBDIVISION AGREEMENT
(Gov. Code, §§ 66462 and 66463)

Subdivision: SD17-9467
Subdivider: Forecast Land Investment, LLC

Effective Date: Date approve BOS
Completion Period: 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Brian M. Balbas, Public Works Director

By: _____

RECOMMENDED FOR APPROVAL:

By: _____
Engineering Services Division

FORM APPROVED: Silvano B. Marchesi, County Counsel

SUBDIVIDER

Print Name Albert D. Seero III

Print Title Manager/Agent

Print Name: _____

Print Title: _____

[Note: If Subdivider is a corporation, two officers must sign. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313; Civ. Code, § 1190.) If Subdivider is a limited liability company, Subdivider shall sign in the manner required of corporations, or by two managers, or by one manager, pursuant to the articles of organization (see Corp. Code, §§17151, 17154, 17157.) If Subdivider is a partnership, any authorized partner may sign. Signatures by Subdivider must be notarized.]

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California (hereinafter "County"), and the above-mentioned Subdivider mutually promise and agree as follows concerning this Subdivision:

2. IMPROVEMENTS. Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping and such other improvements (including appurtenant equipment) as required in the improvement plans for this Subdivision as reviewed and on file with the Contra Costa County Public Works Department, as required by the Conditions of Approval for this Subdivision, and in conformance with the Contra Costa County Ordinance Code, including future amendments thereto (hereinafter "Ordinance Code").

Subdivider shall complete said improvements (hereinafter "Work") within the above completion period from date hereof, as required by the California Subdivision Map Act (Gov. Code, §§ 66410 et. seq.) in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Ordinance Code and rulings made thereunder; and where there is a conflict among the improvement plans, the Conditions of Approval and the Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENTS SECURITY. Upon executing this Agreement, the Subdivider shall, pursuant to Gov. Code § 66499 and the County Ordinance Code, provide as security to the County:

A. For Performance and Guarantee: \$ 1,000 cash, plus additional security, in the amount of \$ 48,000, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

- ☒ Cash, certified check or cashier's check.
☐ Acceptable corporate surety bond.
☐ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees performance under this Agreement and maintenance of the Work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. For Payment: Security in the amount: \$ 24,500, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

- ☒ Cash, certified check, or cashier's check
☐ Acceptable corporate surety bond.
☐ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees payment to the contractor, to its subcontractors and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

Upon acceptance of the Work as complete by the Board of Supervisors and upon request of Subdivider, the amounts held as security may be reduced in accordance with Sections 94-4.406 and 94-4.408 of the Ordinance Code.

Form Approved by County Counsel
[Rev. 8/06]

4. **GUARANTEE AND WARRANTY OF WORK.** Subdivider guarantees that the Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete in accordance with Article 96-4.6, "Acceptance," of the Ordinance Code. Subdivider agrees to correct, repair, or replace, at Subdivider's expense, any defects in said Work.

The guarantee period does not apply to road improvements for private roads that are not to be accepted into the County road system.

5. **PLANT ESTABLISHMENT WORK.** Subdivider agrees to perform plant establishment work for landscaping installed under this Agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete.

6. **IMPROVEMENT PLAN WARRANTY.** Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the Board of Supervisors accepts the Work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.

7. **NO WAIVER BY COUNTY.** Inspection of the Work and/or materials, or approval of the Work and/or materials or statement by any officer, agent or employee of the County indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of its obligation to fulfill this Agreement as prescribed; nor shall the County be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. **INDEMNITY.** Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnitees benefitted and protected by this promise are the County and its special districts, elective and appointive boards, commissions, officers, agents and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before County reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them.

D. **Non-Conditions.** The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. **COSTS.** Subdivider shall pay, when due, all the costs of the Work, including but not limited to the costs of relocations of existing utilities required thereby; inspections; material checks and tests; and other costs incurred by County staff arising from or related to the Work, and prior to acceptance of the Work as complete or expiration of any applicable warranty periods, whichever is later.

10. **SURVEYS.** Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Road Commissioner-Surveyor before acceptance of the Work as complete by the Board of Supervisors.

11. **NON-PERFORMANCE AND COSTS.** If Subdivider fails to complete the Work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the Work, County may proceed to complete and/or maintain the Work by contract or otherwise and Subdivider agrees to pay all costs and charges incurred by County (including, but not limited to, engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Once action is taken by County to complete or maintain the Work, Subdivider agrees to pay all costs incurred by County, even if Subdivider subsequently completes the Work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, staff costs and all other expenses of litigation incurred by County in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

12. **INCORPORATION/ANNEXATION.** If, before the Board of Supervisors accepts the Work as complete, the Subdivision is included in territory incorporated as a city or is annexed to an existing city, except as provided in this paragraph, County's rights under this Agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Subdivider, who shall fulfill all the terms of this Agreement as though Subdivider had contracted with the city originally. The provisions of paragraph 8 (Indemnity) shall continue to apply in favor of the indemnitees listed in paragraph 8.A. upon any such incorporation or annexation.

13. **RECORD MAP.** In consideration hereof, County shall allow Subdivider to file and record the final map or parcel map for said Subdivision.

14. **RIGHT OF ENTRY.** Subdivider hereby consents to entry onto the Subdivision property, and onto any other property over which Subdivider has land rights and upon which any portion of the Work is to be installed pursuant to the improvement plans, by County and its forces, including contractors, for the purpose of inspection, and, in the event of non-performance of this Agreement by Subdivider, completion and/or maintenance of the Work.

Subdivision: SD17-9467

Bond No.: LICX1210918

Premium: \$300.00

Any claim under this Bond should be sent

to the following address:

10002 Shelbyville Rd, Suite 100

Louisville, KY 40223

**IMPROVEMENT SECURITY BOND
FOR SUBDIVISION AGREEMENT**
(Performance, Guarantee and Payment)
(Gov. Code, §§ 66499-66499.10)

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision _____ as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

*Bella Monte Subdivision SD17-9467
2. **OBLIGATION.** Forecast Land Investment, LLC, as Principal,

and Lexon Insurance Company, a corporation organized and existing under the laws of the State of Texas and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) forty eight thousand and no/xx Dollars
(\$ 48,000.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) twenty four thousand five hundred and no/xx Dollars
(\$ 24,500.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

3. **CONDITION.** This obligation is subject to the following condition.

A. The condition of this obligation as to Section 2(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

B. The condition of this obligation, as to Section 2(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Subdivision Agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, and that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.


C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on this bond; and consent is hereby given to make such change, extension of time, alteration or addition without further notice to or consent by Surety; and Surety hereby waives the provisions of Civil Code Section 2819 and holds itself bound without regard to and independently of any action against the Principal whenever taken.

SIGNED AND SEALED on November 30, 20 21

Principal: Forecast Land Investment, LLC

Address: 4021 Port Chicago Highway

Concord, CA Zip: 94520

By: 
Print Name: Albert D. Seeno, III

Title: Manager

Surety: Lexon Insurance Company

Address: 10002 Shelbyville Rd, Suite 100

Louisville, KY Zip: 40223

By: 
Print Name: Jessica L. Nowlin

Title: Attorney-in-Fact

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, § 1190 and Corps. Code, § 313.)]

Form Approved by County Counsel
[Rev. 1/06]

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On November 30th, 2021 before me, Nancy McMillin, Notary Public
(insert name and title of the officer)

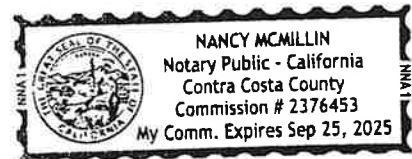
personally appeared Albert D. Seeno, III
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of California)
) ss
County of San Francisco)

On NOV 30 2021, before me, Natalie K. Trofimoff, Notary Public, personally appeared Jessica L. Nowlin, 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.



(Seal)

Signature: 
Natalie K. Trofimoff, Notary Public



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Jessica L. Nowlin, John T. Lettieri, Natalie K. Trofimoff, Patricia S. Arana** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies, and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of November, 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

OWNER'S STATEMENT

I, THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THAT PORTION OF SAID LAND DELINEATED ON SAID MAP AS "STREET DEDICATION".

THE UNDERSIGNED FURTHER RELINQUISHES ALL ADJUTER'S RIGHTS OF ACCESS OF LOT 1 AS DEPICTED HEREIN BY THE SYMBOL, THIS / / / / /.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD.

AS OWNER, FORECAST LAND INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

I, 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, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROMISED 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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR OWN FREEDOM AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT, AND THAT HE/SHE/IT/HEY HAVE SIGNED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: _____

SIGNATURE: _____

PRINTED NAME: _____

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED NOVEMBER 13, 2020, IN OFFICIAL RECORDS, UNDER RECORDER'S SERIES NO. 2020-0274086, CONTRA COSTA COUNTY RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNERS' STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEDICATIONS THEREON.

OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION

BY: _____

(PRINT NAME, TITLE)

BY: _____

(PRINT NAME, TITLE)

ACKNOWLEDGEMENT

I, 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, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROMISED 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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR OWN FREEDOM AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT, AND THAT HE/SHE/IT/HEY HAVE SIGNED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: _____

SIGNATURE: _____

PRINTED NAME: _____

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP ENTITLED "SUBDIVISION 9467" THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS THE MAP OF CHAIN SURVEY ON THE WITHIN TENTATIVE MAP AND THAT THE WITHIN TENTATIVE MAP IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE WITHIN TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

JAMES A. STEIN, COUNTY SURVEYOR

L.S. No. 6571

DATE: _____

SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP ENTITLED "SUBDIVISION 9467" THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS THE MAP OF CHAIN SURVEY ON THE WITHIN TENTATIVE MAP AND THAT THE WITHIN TENTATIVE MAP IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE WITHIN TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

ALEXANDER V. FONG

P.L.S. 9252

DATE: _____



PLANNING COMMISSION'S STATEMENT

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

DATE: _____

ANNA BHATT
DEPUTY DIRECTOR, DEPARTMENT OF
CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

BY: _____

BUILDING INSPECTION STATEMENT

A GEOTECHNICAL INVESTIGATION REPORT PREPARED BY CALGEO TECH ENGINEERING CONSULTANTS, INC., DATED MAY 24, 2016, AGREEMENT NUMBER 758-16-1580, HAS BEEN RECEIVED AND APPROVED. THE REPORT IS ON FILE IN THE BUILDING INSPECTION DIVISION, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

DATE: _____

JASON CHANCO
DEPUTY DIRECTOR, DEPARTMENT OF
CONSERVATION AND DEVELOPMENT
BUILDING INSPECTION DIVISION

BY: _____

SUBDIVISION 9467

ALL OF PARCEL 1 AND PARCEL 2 AS DESCRIBED IN GRANT DEED RECORDED NOVEMBER 13, 2020 AS SERIES NO. 2020-0274086 IN OFFICIAL RECORDS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA

DATE: AUGUST 2021
BELLECCHI & ASSOCIATES, INC.
CONCORD, CA



VICINITY MAP
NOT TO SCALE

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

I, MONICA NIÑO, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE WITHIN TENTATIVE MAP WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2021, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DID ACCEPT SUBJECT TO INSTALLATION AND ACCEPTANCE OF IMPROVEMENTS ON BEHALF OF THE PUBLIC ALL OF THE PARCELS AND EASEMENTS OFFERED FOR DEDICATION TO PUBLIC USE.

I FURTHER CERTIFY THAT ALL TAX LIES HAVE BEEN SATISFIED AND THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, AND FILED IN MY OFFICE.

DATE: _____

BY: MONICA NIÑO
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____

DEPUTY CLERK

RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION 9467", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY OLD REPUBLIC TITLE COMPANY, DATED NOVEMBER 19, 2020, AND AFTER EXAMINING SAID MAP, I HAVE FOUND IT TO BE IN ACCORDANCE WITH THE PROVISIONS OF SAID LAND AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

FILED AT THE REQUEST OF FORECAST LAND INVESTMENT, LLC, AT _____ AM/P.M. ON THE _____ DAY OF _____, 20____, IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF

THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

RECORDED COOPER

COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____

DEPUTY COUNTY RECORDER

SUBDIVISION 9467

ALL OF PARCEL 1 AND PARCEL 2 AS DESCRIBED IN
GRANT DEED RECORDED NOVEMBER 13, 2020 AS
SERIES No. 2020-0274086 IN OFFICIAL RECORDS
OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA
DATE: AUGUST 2021
BELLBOCI & ASSOCIATES, INC.
CONCORD, CA



BASIS OF BEARINGS

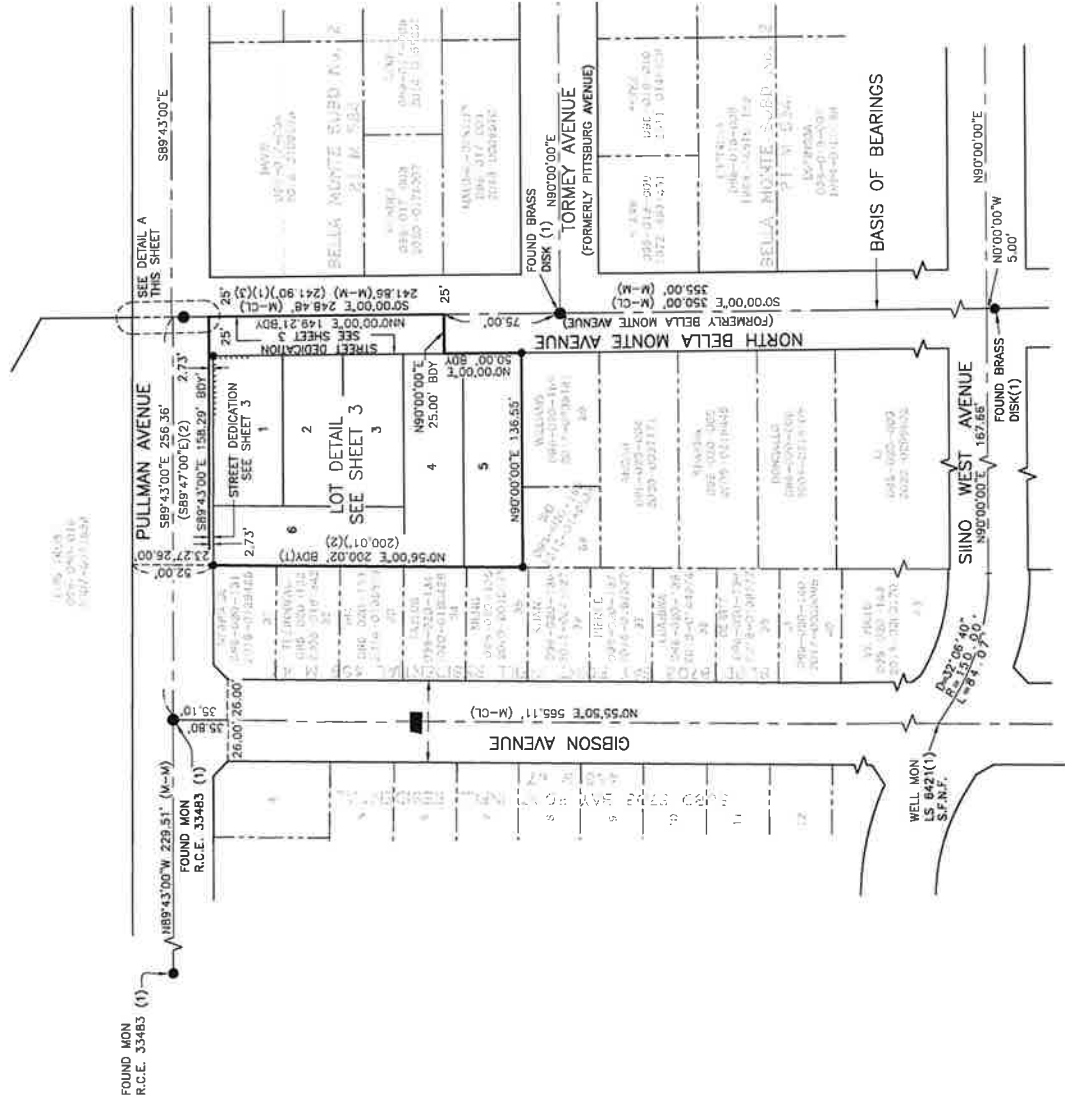
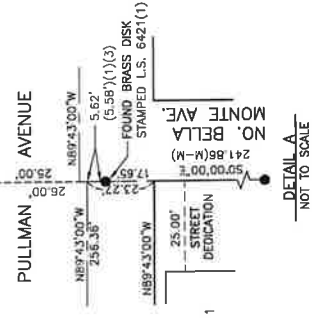
THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS
ALONG THE CENTERLINE OF NORTH BELLA MONTE AVENUE, FORMERLY
NORTH BELLA MONTE AVENUE, AND THE MARK OF SUBDIVISION 8703 BAY POINT W/LL
RESIDENTIAL (458 MAPS 47) BEARING TAKEN AS SOUTH 89°43'00" EAST.

REFERENCES

- (1) SUBD 8703 "BAY POINT W/LL RESIDENTIAL" (458 M 47)
- (2) GRANT DEED 2020-0274086
- (3) CERTIFICATE OF CORRECTION 2024-0220428

LEGEND

- SUBDIVISION BOUNDARY LINE
- CENTER LINE
- TE LINE
- LOT LINE
- /// ABUTTER'S RIGHTS OF ACCESS RELINQUISHED
- (1) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-CL) MONUMENT TO CENTER LINE
- FOUND STANDARD STREET MONUMENT AS NOTED
- SET 1" REBAR W/ PLASTIC CAP LS 9252
- BDY BOUNDARY
- () RECORD DATA
- S.F.M.F. SEARCHED FOR, NOT FOUND



SUBDIVISION 9467

ALL OF PARCEL 1 AND PARCEL 2 AS DESCRIBED IN
GRANT DEED RECORDED NOVEMBER 13, 2020 AS
SERIES No. 2020-0274086 IN OFFICIAL RECORDS
OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA
DATE: AUGUST 2021
BELLISCI & ASSOCIATES, INC.
CONCORD, CA

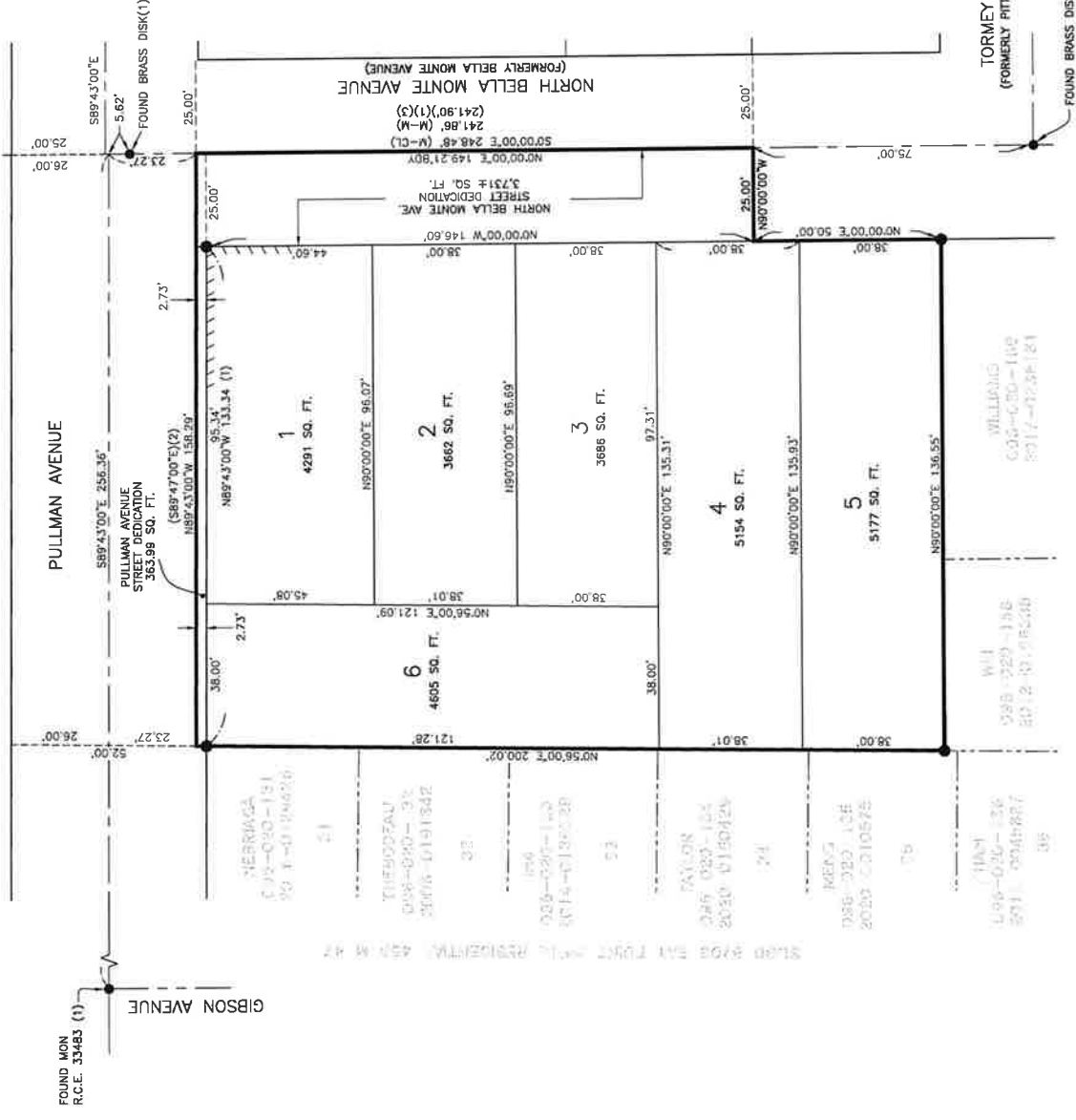


REFERENCES

- (1) SUBD 8703 "BAY POINT INFILL RESIDENTIAL" (458 M 47)
- (2) GRANT DEED 2020-0274086
- (3) CERTIFICATE OF CORRECTION 2004-0220428

LEGEND

- SUBDIVISION BOUNDARY LINE
- CENTER LINE
- TIE LINE
- LOT LINE
- ABUTTER'S RIGHTS OF ACCESS RELINQUISHED
- TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-CL) MONUMENT TO CENTER LINE
- FOUND STANDARD STREET MONUMENT AS NOTED
- SET 3" REBAR W/ PLASTIC CAP LS 9252
- BDY BOUNDARY
- () RECORD DATA
- S.F.M.F. SEARCHED FOR, NOT FOUND



2/20/22

Old Republic

\$ 47.00

Tax Collector's Office

625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
(925) 608-9500
(925) 608-9598 (FAX)

**Contra
Costa
County**



Date: 1/6/2022

Russell V. Watts
County Treasurer-Tax Collector

Lulis Lopez
Assistant Tax Collector

Danielle Goodbar
Tax Operations Supervisor

IF THIS TRACT IS NOT FILED PRIOR TO THE DATE TAXES ARE OPEN FOR
COLLECTION (R&T CODE 2608) **THIS LETTER IS VOID.**

This will certify that I have examined the map of the proposed subdivision entitled:

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
9467	Bay Point	79024
Parcel #: 096-020-081-4		

and have determined from the official tax records that there are no unpaid County taxes heretofore levied on the property included in the map.

The 2021-2022 tax lien has been paid in full. Our estimate of the 2022-2023 tax lien, which became a Lien on the **1st day of January, 2022** is :

\$8,910.00

This tract is not subject to a 1915 Act Bond.

The amount calculated is void 45 days from the date of this letter, unless this letter is accompanied with security approved by the Contra Costa County Tax Collector
Subdivision bond must be presented to the County Tax Collector for review and approval of adequacy of security prior to filing with the Clerk of the Board of Supervisors.

RUSSEL V. WATTS
Treasurer-Tax Collector

By: 

COUNTY OF CONTRA COSTA**ELECTRONIC DEPOSIT PERMIT**
OFFICE OF COUNTY AUDITOR-CONTROLLER
MARTINEZ, CALIFORNIADEPARTMENT NAME
TREASURER-TAX COLLECTORFISCAL YEAR
2021 - 2022ORGANIZATION NUMBER **15**

DESCRIPTION OF DEPOSIT	FUND/ORG NO.	SUB ACCT	TASK	OPT	ACTIVITY	AMOUNT	TOTAL
SUBDIVISION GUARANTEE	831400	0803				\$8,910.00	
tax collector special - subdivision guarantee							\$8,910.00

TOTAL DEPOSIT: \$8,910.00**GENERAL DEPOSIT NOTES:****SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: Wells Fargo Bank - Tax Collector**
CASH: \$0.00 CHECKS: \$0.00 BANK DEPOSIT: \$8,910.00**Bank Receipt: SUBDIVISION Date: 01/07/2022 NOTES: TRACT #9467**SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A
TRUE AND CORRECT RECORD OF THE TOTAL
AMOUNT OF MONEY AS DESCRIBED ABOVE
FOR DEPOSIT INTO THE COUNTY TREASURYTHE A-C OF CCC, HEREBY CERTIFIES
THAT THE AMOUNT DUE THE TREASURER
OF SAID COUNTY FOR MONIES COLLECTED
BY TREASURER-TAX COLLECTOR
-WELLS FARGO BANK - TAX COLLECTOR
IN SETTLEMENT OF THE ABOVE DESCRIBED
ACCOUNTS IS THE SUM OF **\$8,910.00**RECEIPT OF ABOVE AMOUNT
IS HEREBY ACKNOWLEDGED.**Jan 07, 2022 10:39:17AM****NOT PROCESSED****NOT PROCESSED**Leslie Bernardi
USER VALIDATIONNOT SIGNED
AUDITOR'S VALIDATIONNOT SIGNED
TTC VALIDATIONUSER PHONE NO.
925-608-9520SUBMIT DATE
Jan 07, 2022 10:39:17AMUSER NAME
Leslie BernardiEDP NO
DP841849



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: Convey a Grant of Easement to the City of Brentwood for City of Brentwood's Wastewater Treatment Plant Expansion Project, Brentwood area

RECOMMENDATION(S):

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE the conveyance of a Grant of Easement to the City of Brentwood (City) and AUTHORIZE the Chair, Board of Supervisors, to execute on behalf of the District, the Grant of Easement in connection with the City's Wastewater Treatment Plant Expansion Project (Project), pursuant to Government Code Section 25526.6 and FCD Act, Section 31. (Project No.: 7521-6D8325)[SCH# 98012058]

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

DIRECT the Real Estate Division of the Public Works Department to have the above-referenced Grant of Easement delivered to the City for acceptance and recording in the Office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Flood Control Zone 1 funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Jessica Dillingham, 925.957.8453

By: , Deputy

cc: W. Osborn, B. Olazo, L. Leontini

BACKGROUND:

On June 20, 2000, the District issued Flood Control Encroachment Permit #605-00 to the City to allow the City to expand their wastewater treatment plant located off of Sunset Road in Brentwood. The Project was necessary to accommodate the rapid development of the City's urban areas. The Project included the construction of a 36-inch treated effluent discharge line, manhole structure, landscaping, and other improvements (Improvements) within the District's Marsh Creek property.

Construction of the Improvements have been completed. This District wishes to grant an easement over the area where those Improvements have been constructed so that the City can have the necessary property rights to maintain and operate them.

As a condition of the Grant of Easement, the City is requiring the District to indemnify City from liabilities that arise from the District's sole negligence or sole willful misconduct of any of District Indemnitee while exercising any of the District's obligations.

On November 30, 2004, the County adopted the City's Environmental Impact Report for the Project for the purpose of conducting real property transactions in compliance with the California Environmental Quality Act.

CONSEQUENCE OF NEGATIVE ACTION:

The City of Brentwood will not have the necessary property rights to operate their wastewater treatment facility.

ATTACHMENTS

Grant of Easement

Recorded at the request of:
City of Brentwood

After recording return to
City of Brentwood
150 City Park Way
Brentwood, CA 94513
Attention: City Clerk

Mail Tax Statement to:
Contra Costa County Flood Control
and Water Conservation District
255 Glacier Drive
Martinez, CA 94553
Attn: Real Estate Division

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

Portion of APN 018-240-006 and 018-310-019

GRANT OF EASEMENT

For good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood district organized under the laws of the State of California, (hereinafter "DISTRICT"), hereby grants to the CITY OF BRENTWOOD, a municipal corporation, (hereinafter "GRANTEE"), on the terms and conditions set forth herein, a nonexclusive right to a perpetual easement and right of way for installing, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using a 36-inch treated effluent discharge outfall pipe and appurtenances thereto constructed under Flood Control permit 605-00. DISTRICT further grants the right by said GRANTEE, its officers, agents and employees, and by persons under contract with it and their employees for ingress and egress to enter upon said land with personnel, vehicles and equipment for these above purposes. These grants are made for no other purposes whatsoever, along and in all of the hereinafter described parcel of land situated in the County of Contra Costa, State of California, described as follows:

FOR DESCRIPTION AND PLAT MAP, SEE ATTACHED EXHIBITS "A" AND "B"

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

1. **PRIMARY USE OF THE PROPERTY:** The primary use of the Property subject to this easement (hereinafter the "Property") is for flood control purposes,

including, but not limited to, the right by the DISTRICT or Contra Costa County to enter onto the Property to perform maintenance or improvement of the Property and the flood control facilities located on or adjacent to the Property, to conduct studies, and to allow authorized representatives, entities and others to perform activities sanctioned by the DISTRICT or Contra Costa County. GRANTEE acknowledges and agrees that the use just described constitutes the primary use of the Property and that any and all rights granted or implied by this Grant of Easement are secondary and subordinate to the primary use of the Property by the DISTRICT, its successors and assigns. GRANTEE shall not, at any time, use or permit others to use the easement area in any manner that will interfere with or impair the DISTRICT's primary use of the Property. GRANTEE shall not fence said easement without the prior written approval of the DISTRICT, and shall remove any fencing when requested by DISTRICT to do so. GRANTEE shall not otherwise obstruct the easement area.

2. **DISTRICT TITLE:** GRANTEE hereby acknowledges DISTRICT's title to the Property and agrees never to assail or resist said title.
3. **DISCHARGES FROM WASTEWATER TREATMENT PLANT:** This Grant of Easement will enable GRANTEE to transport treated effluent from GRANTEE'S Wastewater Treatment Plant Facility to Marsh Creek. GRANTEE shall not increase the discharges to Marsh Creek from the 36-inch treated effluent outfall line above the Wastewater Treatment Plant Facility's Ultimate Planned Average Dry Weather treatment capacity of 10.0 million gallons per day (15.5 cubic feet per second) and Peak Wet Weather treatment capacity of 20.0 million gallons per day (31.95 cubic feet per second) unless and until GRANTEE has provided written proof to DISTRICT that any increase in the discharges above the Average Dry Weather and/or Peak Wet Weather capacities will not adversely impact Marsh Creek and has received DISTRICT'S written approval of the increase in the discharges. DISTRICT shall have the right to terminate this Grant of Easement immediately if DISTRICT determines that the increased discharges to Marsh Creek from GRANTEE's 36-inch treated effluent outfall line have had, or in the future likely will have, an adverse impact on Marsh Creek or cause DISTRICT to be in violation of any permit, law or regulation regarding Marsh Creek.
4. **WET WEATHER OPERATIONS PROCEDURE:** The GRANTEE has prepared and DISTRICT has reviewed the 2018 City of Brentwood Wastewater Treatment Plant Wet Weather Operation Plan ("WWOP") that describes the procedures for discharging wastewater into Marsh Creek. GRANTEE shall not make any changes to the WWOP without DISTRICT'S prior written approval of such revisions. DISTRICT'S approval of GRANTEE's WWOP, or any future changes to the WWOP, does not relieve GRANTEE of any of its obligations under this Grant of Easement, including, without limitation, GRANTEE'S obligation to indemnify and defend DISTRICT as set forth in Section 10 below.

5. **PERMITS; COMPLIANCE WITH LAWS:** GRANTEE shall obtain and be solely responsible for complying with all necessary permits, be solely responsible for all costs of obtaining said permits, and be solely responsible for complying with all applicable federal, state and local laws and regulations, regarding the operation of GRANTEE's Wastewater Treatment Plant Facility, including, without limitation, all federal, state and local laws and regulations (including those of the California Regional Water Quality Board, Central Valley Region) that apply to the discharge of treated effluent into Marsh Creek. DISTRICT's approval of any increase in the discharges or any changes to the WWOP shall not, in any way, relieve GRANTEE of its obligation to obtain and comply with all necessary permits, and it shall not relieve GRANTEE of its obligation to comply with all applicable laws and regulations, with regard to the operation of its Wastewater Treatment Plant and the discharge of treated effluent from the 36" treated effluent outfall line into Marsh Creek.
6. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:** a) GRANTEE shall submit specific plans and specifications to the DISTRICT for review and approval prior to any construction, reconstruction, upgrading, excavation, installation or plantings within the easement area. Such approval, together with any additional requirements, shall be processed in a timely manner and is to be in the form of a written permit issued by DISTRICT to GRANTEE.
- b) Normal maintenance by GRANTEE of its facilities within the easement area, including inspection and cleaning of existing pipelines, and the gauging station shall not require prior notice to the DISTRICT. GRANTEE shall perform maintenance of its facilities so as to prevent damage to the site.
- c) East Bay Regional Park District (EBRPD) operates the Marsh Creek Recreational Trail ("Trail") under a November 3, 1992 License Agreement ("EBRPD License") with the DISTRICT. For the purpose of this Section 6, the EBRPD License includes all prior and future amendments and extensions to the license. Except for normal operations and maintenance activities, prior to entering the Trail area covered by the License Agreement, GRANTEE shall contact both EBRPD and the DISTRICT for permission to access that area and for permission to make any modifications within that area, and shall obtain any appropriate permits to do so, at GRANTEE's sole expense.
7. **DAMAGE TO DISTRICT PROPERTY:** Any and all DISTRICT property, facilities, landscaping or other improvements, removed or damaged as a result of the use of the easement area by GRANTEE, or any other person or entity acting under GRANTEE's direction or control, shall be repaired or replaced by GRANTEE, at the sole cost and expense of GRANTEE and upon issuance of an encroachment permit from the DISTRICT, to a condition equivalent to or better than their existing condition. In the event that GRANTEE fails to commence the required work within sixty days after being directed to do so by DISTRICT, or

such reasonable extension as DISTRICT may agree to in writing, or fails to complete the required work within a reasonable time thereafter, DISTRICT may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to DISTRICT promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs.

8. **DAMAGE TO GRANTEE'S FACILITIES:** DISTRICT shall have no responsibility for the protection, maintenance, damage to, or removal of GRANTEE's facilities, appurtenances or improvements, caused by or resulting from DISTRICT's use of the Property or work or operation thereon. It shall be the sole responsibility of the GRANTEE to provide and maintain adequate protection and surface markings for its own facilities. Subject to the foregoing, if GRANTEE's properly marked, protected and maintained facilities are damaged by the sole, active negligence or willful misconduct of DISTRICT, DISTRICT shall repair the damage at its sole cost and expense or, at the discretion of and upon written notice from DISTRICT, the damage shall be repaired by GRANTEE and the reasonable cost of such repair shall be paid for by DISTRICT. Under no circumstance shall DISTRICT have any liability to GRANTEE or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to, any damage or destruction of any portion of the GRANTEE's facilities. GRANTEE hereby acknowledges that its sole remedy for any damage to or destruction of any portion of GRANTEE's facilities, to the extent DISTRICT is otherwise so liable under this Grant of Easement, shall be to require DISTRICT to repair or replace the damaged or destroyed portion or reimburse GRANTEE for GRANTEE's reasonable costs and expenses in repairing or replacing the damaged or destroyed portion.
9. **NON-EXCLUSIVE EASEMENT:** The easement granted hereunder is non-exclusive. This easement is subject and subordinate to all existing rights, rights of way, licenses, reservations, franchises and easements of record, or that would be evident from a physical inspection or accurate survey of the Property, in and to the Property. DISTRICT shall have the right to require GRANTEE to relocate its facility within the easement area or to a similar easement to be granted to GRANTEE by DISTRICT at no cost to GRANTEE, in a timely manner at GRANTEE's sole cost as reasonably necessary to accommodate the DISTRICT's, or any other existing user's right to construct, replace, enlarge, repair, maintain and operate its facilities. GRANTEE agrees to take all precautions required to avoid damage to the facilities of the existing users. If GRANTEE damages the facilities or improvements of any existing user, GRANTEE shall repair or replace such facilities at GRANTEE's sole cost and expense. Nothing contained herein shall be construed to prevent DISTRICT from granting other easements, franchises, licenses or rights of way over said lands, provided however, that said subsequent uses do not unreasonably prevent or obstruct GRANTEE's easement rights hereunder.

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

(a) General Indemnity.

(1) In the exercise of all rights under this Grant of Easement, GRANTEE shall be responsible for any and all injury to the public, to persons and to property arising out of or connected with GRANTEE's use of the Property. GRANTEE shall indemnify, defend, save, protect and hold harmless, DISTRICT, and the County of Contra Costa, their officers, agents, employees and contractors (collectively "DISTRICT Indemnitees") from and against any and all threatened or actual loss, damage (including foreseeable and unforeseeable consequential damages), liability, claims, suits, demands, judgments, orders, costs, fines, penalties and expenses of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees (including attorney's fee awards made by a court) (hereinafter collectively referred to as "Liabilities"), direct or consequential, directly or indirectly contributed to or caused by any of the following: granting of this Easement; GRANTEE's operations on, or occupancy or use of, the Easement; or GRANTEE's acts or omissions pursuant to this Grant of Easement. GRANTEE's obligations under this section including, without limitation, indemnifying, defending, saving, protecting, and holding harmless DISTRICT Indemnitees from all Liabilities arising from or connected with GRANTEE's discharges of effluent into Marsh Creek. Notwithstanding anything to the contrary herein, GRANTEE shall have no obligation to indemnify, defend, save, protect, or hold harmless and DISTRICT Indemnitees from any Liabilities arising from the sole negligence or sole willful misconduct of any DISTRICT Indemnitee.

(2) DISTRICT shall indemnify, defend, save, protect and hold harmless GRANTEE, its officers, agents, employees and contractors, from and against any and all Liabilities to persons or property, direct or consequential, directly or indirectly arising from the sole negligence or sole willful misconduct of any DISTRICT Indemnitee while exercising any of the DISTRICT's obligations under this Grant of Easement. Notwithstanding the foregoing, if there is any conflict between this Section 10(a)(2) and any other section of this Grant of Easement, the other, conflicting section in this Grant of Easement shall prevail and govern over this Section 10(a)(2).

(b) Grantee's Facilities. GRANTEE acknowledges that Property subject to this Grant of Easement is in a flood control area and that the Property is subject to sliding, erosion, subsidence and flooding. DISTRICT is under no obligation to maintain the Property or repair any damage resulting from sliding, erosion, subsidence or flooding. GRANTEE shall perform such maintenance and repair,

subject to Section 6 ("Construction and Maintenance Activities"), as GRANTEE deems necessary for the proper and safe operation of GRANTEE'S facilities on the Property. GRANTEE agrees that GRANTEE shall never have, claim or assert any right or cause of action against DISTRICT, or the County of Contra Costa in the event of any damage to any of GRANTEE'S facilities on the Property or disruption of GRANTEE'S use of the Property caused or contributed to by flooding or water, and GRANTEE shall indemnify, defend, save, protect and hold harmless DISTRICT Indemnitees from all Liabilities resulting from such damage or disruption.

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

(d) "As-Is" Condition of Easement Area. GRANTEE accepts the easement area in an "as is" physical condition, with no warranty, guarantee, representation or liability, express or implied on the part of the DISTRICT as to any matter, including but not limited to the physical condition of the Property and/or the condition and/or possible uses of the land or any improvements thereon, the condition of the soil or the geology of the soil, the condition of the air, surface water or groundwater, the presence of known and unknown faults, the presence of any hazardous substance, materials, or other kinds of contamination or pollutants of any kind in the air, soil, groundwater or surface water, or the suitability of the Property for the construction and use of the improvements thereon. It shall be the sole responsibility of GRANTEE, at its sole cost and expense, to investigate and determine the suitability of the soil, water, geologic, environmental and seismic conditions of the Property for the intended use contemplated herein, and to determine and comply with all building, planning and zoning regulations relative to the Property and the uses to which it can be put. GRANTEE relies solely on GRANTEE's own judgment, experience and investigations as to the present and future condition of the Property or its suitability for GRANTEE's intended use and is not relying in any manner on any representation or warranty by DISTRICT. GRANTEE agrees that neither GRANTEE, its heirs, successors or assign shall ever claim have or assert any right or action against DISTRICT for any loss, damage or other matter arising out of or resulting from the presence of any hazardous substance or any other condition of the Property at the commencement of the easement or from the release of any hazardous substance in, on or around any part of the Property or in the soil, water, subsurface strata or ambient air by any person or entity other than the DISTRICT following the commencement of this easement. As used herein, "hazardous substance" means any substance, material or waste which is or may become designated, classified or regulated as being "toxic," "hazardous" or a "pollutant" under any federal, state or local law, regulation or ordinance. Nothing in this Section 10(d) is intended in any way to restrict the right of

GRANTEE to seek contribution or indemnity from any person or entity other whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property, provided that person or entity is not a DISTRICT Indemnitee

(e) Indemnity for Environmental Liability. To the extent permitted by law, GRANTEE shall indemnify, defend, save, protect and hold harmless DISTRICT Indemnitees from and against any and all Liabilities, including but not limited to the costs of any required or necessary testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties and from and against the preparation of any cleanup, remediation, closure or other required plans whether such action is required or necessary prior to or following the termination of the easement, of any kind or nature, to the extent caused or contributed to by GRANTEE's operation or performance under this Grant of Easement, or GRANTEE'S use, release or disposal of any hazardous substance, including all costs, claims, damages (including property and personal injury) caused by the uncovering, release or excavation of hazardous materials (including petroleum) as a result of GRANTEE's construction, reconstruction, maintenance, use, replacement, or removal of its facilities, to the extent that such activities increase the costs attributable to the cleanup or remediation of such hazardous materials.

(f) Survival. The obligations contained in this Section 10 (inclusive of Sections 10(a) through 10(e)) shall survive the expiration, or other termination of this Grant of Easement.

11. **NO WARRANTIES:** GRANTEE understands and acknowledges that DISTRICT makes no representations, warranties or guarantees of any kind or character, express or implied, with respect to the Property, and GRANTEE is entering into this transaction without relying in any manner on any such representation or warranty by DISTRICT.
12. **ABANDONMENT:** In the event GRANTEE shall cease to use the easement herein continuously for a period of one year, or in the event GRANTEE abandons its facilities, or in the event GRANTEE fails to use the easement for the purpose for which it is granted, then all rights of GRANTEE in and to said lands shall thereupon cease and terminate and shall immediately revert to and vest in DISTRICT or its successors. Upon any such termination of GRANTEE's rights, GRANTEE shall, upon request by DISTRICT, and at GRANTEE's sole cost and expense, remove all of its facilities from the easement area and restore said Property to its original condition. Upon the failure of GRANTEE to do so, this work may be performed by DISTRICT at GRANTEE's expense, which expense GRANTEE agrees to pay to DISTRICT upon demand. GRANTEE shall execute any Quitclaim Deeds required by DISTRICT in this regard.

13. **NO ASSIGNMENT OF EASEMENT:** No rights granted hereunder shall be transferred, apportioned or assigned without the prior written consent of DISTRICT.
14. **NO SECONDARY RIGHTS:** Nothing herein contained shall be deemed to construe that access or other secondary rights are conveyed by this document over any of DISTRICT's adjacent lands lying outside of the aforesaid strip of land above described.
15. **ENTIRE AGREEMENT:** This Grant of Easement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
16. **CONSTRUCTION:** This Grant of Easement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Grant of Easement and their counsel have read and reviewed this Grant of Easement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Grant of Easement.
17. **SUCCESSORS AND ASSIGNS:** This Grant of Easement and all of the covenants herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.
18. **SEVERABILITY:** If any term or provision of this Grant of Easement shall be held invalid or unenforceable, the remainder of this Grant of Easement shall not be affected.
19. **GOVERNING LAW:** This Grant of Easement shall be governed by and construed in accordance with California law. The venue of any litigation pertaining to this Grant of Easement shall be Contra Costa County, California.

REMAINDER OF PAGE

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this _____ day of _____, 202_.

DISTRICT:
CONTRA COSTA COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT

CITY:
CITY OF BRENTWOOD

By _____
Karen Mitchoff
Chair, Board of Supervisors

By _____
Miki Tsubota
Director of Public Works/City Engineer

Date _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Mary Ann McNett Mason
County Counsel

By _____
Damien Brower
City Attorney

By _____
Deputy

Date: _____

Date: _____

OCTOBER 30, 2018
JOB NO.: 1968-000

EXHIBIT "A"
LEGAL DESCRIPTION
MARSH CREEK EFFLUENT OUTFALL EASEMENT
CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BRENTWOOD, CALIFORNIA

CCCFC&WCD PARCEL NO. 5128

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL LAND GRANTED TO CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED JANUARY 6, 1965, IN BOOK 4777 OF OFFICIAL RECORDS, AT PAGE 508, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERN LINE SAID PARCEL OF LAND, SAID POINT BEING THE WESTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 88°59'48" WEST 422.21 FEET", AS SAID COURSE IS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 30, 1990, IN BOOK 16274 OF OFFICIAL RECORDS, AT PAGE 402, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID EASTERN LINE (4777 OR 508), THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 372.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 64°25'01" WEST, THROUGH A CENTRAL ANGLE OF 04°37'27", AN ARC DISTANCE OF 30.02 FEET,
- 2) SOUTH 59°47'34" EAST 10.00 FEET, AND
- 3) ALONG THE ARC OF A NON-TANGENT 382.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 59°47'34" WEST, THROUGH A CENTRAL ANGLE OF 10°29'31", AN ARC DISTANCE OF 69.95 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE, ALONG THE ARC OF A NON-TANGENT 382.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 49°18'03" WEST, THROUGH A CENTRAL ANGLE OF 02°33'18", AN ARC DISTANCE OF 17.03 FEET;

THENCE, LEAVING EASTERN LINE, NORTH 44°25'50" WEST 76.00 FEET;

THENCE, NORTH 45°34'10" EAST 17.00 FEET;

THENCE, SOUTH 44°25'50" EAST 74.93 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,284 SQUARE FEET OF LAND, MORE OR LESS.

TOGETHER THEREWITH AN EASEMENT FOR INGRESS AND EGRESS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CCCCFC&WCD PARCEL NO. 5129

COMMENCING AT A POINT ON THE EASTERN LINE SAID PARCEL OF LAND, SAID POINT BEING THE WESTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 88°59'48" WEST 422.21 FEET", AS SAID COURSE IS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 30, 1990, IN BOOK 16274 OF OFFICIAL RECORDS, AT PAGE 402, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID EASTERN LINE (4777 OR 508), ALONG THE ARC OF A NON-TANGENT 372.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 64°25'01" WEST, THROUGH A CENTRAL ANGLE OF 01°15'27", AN ARC DISTANCE OF 8.16 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE (4777 OR 508), THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 372.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 63°09'34" WEST, THROUGH A CENTRAL ANGLE OF 03°22'00", AN ARC DISTANCE OF 21.86 FEET,
- 2) SOUTH 59°47'34" EAST 10.00 FEET, AND
- 3) ALONG THE ARC OF A NON-TANGENT 382.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 59°47'34" WEST, THROUGH A CENTRAL ANGLE OF 10°29'31", AN ARC DISTANCE OF 69.95 FEET TO THE EASTERN CORNER OF THE HEREINABOVE DESCRIBED PARCEL OF LAND;

THENCE, LEAVING SAID EASTERN LINE, ALONG THE NORTHEASTERN LINE OF THE HEREINABOVE DESCRIBED PARCEL OF LAND, NORTH 44°25'50" WEST 43.21 FEET;

THENCE, LEAVING SAID NORTHEASTERN LINE, NORTH 37°58'33" EAST 50.42 FEET;

THENCE, NORTH 22°17'17" EAST 33.25 FEET;

THENCE, SOUTH 67°42'43" EAST 15.00 FEET;

THENCE, SOUTH 22°17'17" WEST 10.00 FEET;

LEGAL DESCRIPTION
PAGE 3 OF 3

OCTOBER 30, 2018
JOB NO.: 1968-000

THENCE, SOUTH 74°19'57" EAST 19.56 FEET TO SAID POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



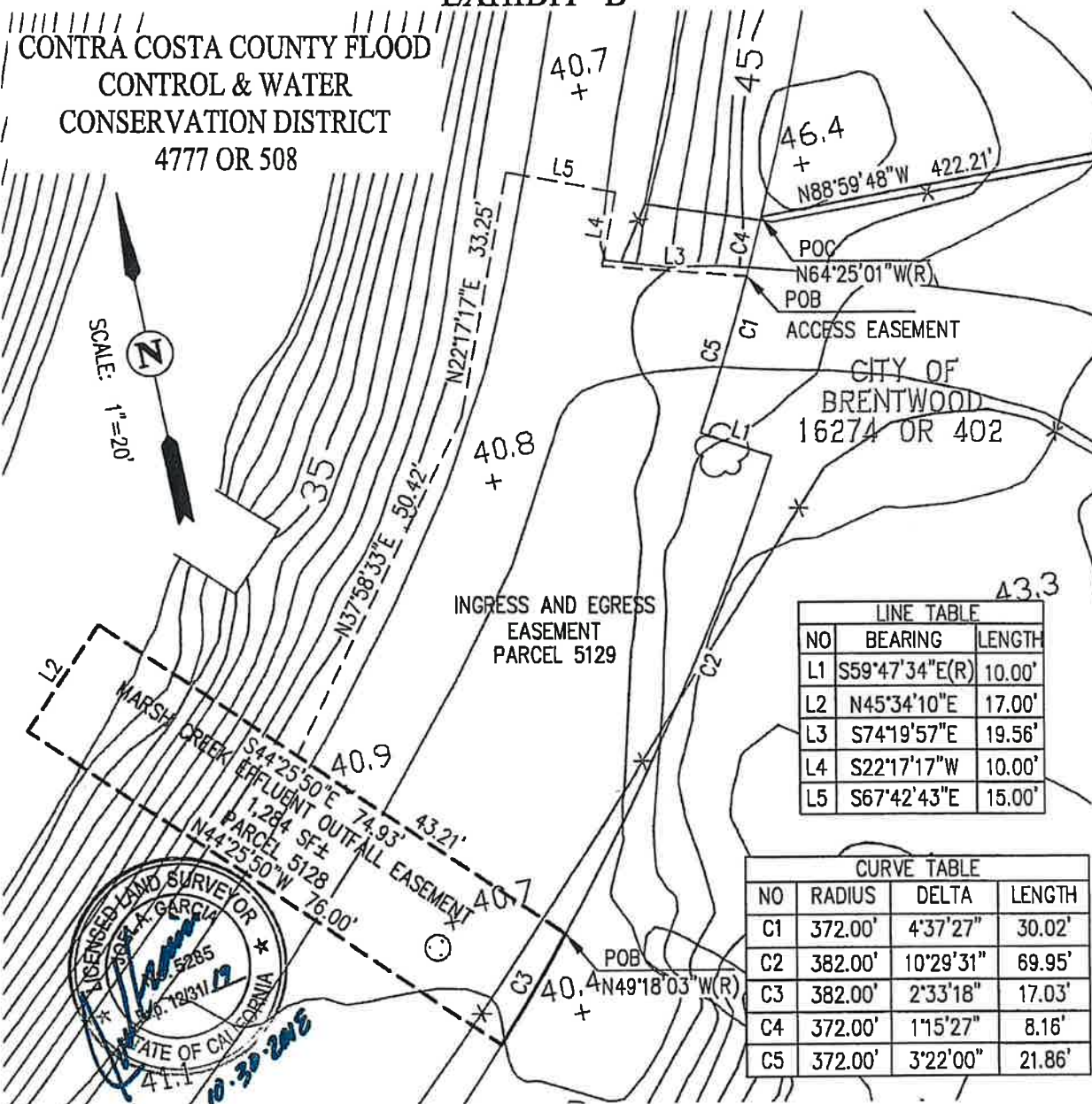


JOEL GARCIA
L.S. NO. 5285
10-30-2018

EXHIBIT "B"

CONTRA COSTA COUNTY FLOOD
CONTROL & WATER
CONSERVATION DISTRICT
4777 OR 508

SCALE: 1"=20'



LINE TABLE		
NO	BEARING	LENGTH
L1	S59°47'34"E(R)	10.00'
L2	N45°34'10"E	17.00'
L3	S74°19'57"E	19.56'
L4	S22°17'17"W	10.00'
L5	S67°42'43"E	15.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	372.00'	4°37'27"	30.02'
C2	382.00'	10°29'31"	69.95'
C3	382.00'	2°33'18"	17.03'
C4	372.00'	1°15'27"	8.16'
C5	372.00'	3°22'00"	21.86'

PLAT TO ACCOMPANY LEGAL DESCRIPTION

MARSH CREEK EFFLUENT OUTFALL EASEMENT AND INGRESS AND EGRESS EASEMENT
CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
CITY OF BRENTWOOD, CONTRA COSTA COUNTY, CALIFORNIA

CCCFC&WCD DRAWING NO. FA-20,046

OCTOBER 30, 2018

SHEET 1 OF 1

Carlson, Barbee, & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

2633 CAMINO RAMON, SUITE 350 SAN RAMON, CALIFORNIA 94583

TELEPHONE: (925) 866-0322 FAX: (925) 866-8575



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: APPROVE a Contract Amendment with Dan Cloak (d/b/a Dan Cloak Environmental Consulting) for NPDES Technical Assistance.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract amendment with Dan Cloak (d/b/a Dan Cloak Environmental Consulting), to increase the payment limit by \$42,000 to a new payment limit of \$802,000 and extend the term from April 18, 2022 through December 31, 2022, to provide technical assistance in order to maintain compliance with the National Pollutant Discharge Elimination System Permit (NPDES), Countywide. This contract is necessary to comply with federal and state stormwater rules. Project No. 7519-6X7645.

FISCAL IMPACT:

The cost is estimated to be \$802,000, and shall be funded by stormwater utility fee assessments collected by the Cities/Towns and County, proportional to their respective populations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Karin Graves, 925-313-2042

By: , Deputy

cc:

BACKGROUND:

The Contra Costa Clean Water Program (the “CCCWP”) consists of Contra Costa County, its 19 incorporated cities/towns and the Contra Costa County Flood Control and Water Conservation District (hereinafter referred to collectively as “Permittees”). The CCCWP was established in 1991 through a Program Agreement in response to the 1987 amendments to the Federal Clean Water Act (the “CWA”), which established a framework for regulating municipal stormwater discharges under the National Pollutant Discharge Elimination System (“NPDES”) Permit Program. The United States Environmental Protection Agency (the “USEPA”) published final rules implementing the 1987 CWA amendments in November 1990. The rules mandate that Permittees obtain and implement stormwater permits designed to reduce and eliminate the discharge of pollutants into and from Municipal Separate Storm Sewer Systems (the “MS4s”) they own and operate. Through the CCCWP, Permittees conduct many of the mandated activities collectively (referred to as “Group Activities”), such as water quality monitoring, special studies, and public education. The roles and responsibilities of the CCCWP and Permittees are outlined in the Contra Costa Clean Water Program Agreement, which was last updated and adopted by all Permittees in June 2010. The current San Francisco Bay Region Municipal Regional Stormwater NPDES Permit No. CAS612008, Order R2-2015-0049 (“Permit”), was issued in November of 2015.

Dan Cloak Environmental Consulting is recognized statewide as a leader in the field of post-construction stormwater management. Dan Cloak Environmental Consulting is uniquely qualified to provide continued support of the CCCWP’s compliance programs related to the new and redevelopment permit requirements, including, but not limited to, green infrastructure planning and implementation. In order to continue ongoing permit compliance activities, CCCWP staff, on behalf of the Permittees, respectfully request approval of this contract amendment with Dan Cloak (d/b/a Dan Cloak Environmental Consulting) to add \$42,000 and extend the term from April 18, 2022 through December 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, the CCCWP, 19 Cities and Towns, Contra Costa County, and the Flood Control District will be unable to meet the NPDES Permit requirements set forth by the San Francisco Bay Region Municipal Regional Stormwater NPDES Permit No. CAS612008, Order R2-2015-0049.



**Contra
Costa
County**

To: Board of Supervisors
From: Director of Airports
Date: February 1, 2022

Subject: APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement with Buchanan Field Airport Hangar tenant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Frederick Chavez and Bradley Chavez for a south-facing shade hangar at Buchanan Field Airport effective January 16, 2022 in the monthly amount of \$144.00, Pacheco area (District IV).

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$1,728.00 annually.

BACKGROUND:

On November 14, 2006, the Contra Costa County Board of Supervisors approved the form of the T-Hangar and Shade Hangar Rental Agreement for use with renting the County's t-hangars, shade hangars, medium hangars, and executive hangars at Buchanan Field Airport.

On February 23, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Rental Agreement for use with the Large East Ramp Hangars.

On January 16, 2009, Contra Costa County Board of Supervisors approved an amendment to the T-Hangar and Shade Hangar

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Beth Lee, 925-681-4200

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Rental Agreement and the Large Hangar Rental Agreement (combined "Hangar Rental Agreements"). The Hangar Rental Agreements are the current forms in use for rental of all the County hangars at Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

ATTACHMENTS

Hangar Rental Agmt pp 4-5

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** January 16, 2022 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("Airport"), Frederick Chavez and Bradley Chavez ("Renter"), hereby mutually agree and promise as follows:
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # B-3 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar.**"

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies

with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing **January 16, 2022**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

- A. **Monthly Rent and Additional Rent.** Renter shall pay \$ **144.00** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



Contra
Costa
County

To: Board of Supervisors
From: Director of Airports
Date: February 1, 2022

Subject: Long-Term Lease with Buchanan Field Self Storage, LP for a Buchanan Field Airport Development Project, Concord. (District IV).

RECOMMENDATION(S):

APPROVE and **AUTHORIZE** the Director of Airports, or designee, to execute, on behalf of the County, a 50-year ground lease between the County, as Lessor, and Buchanan Field Self Storage, LP, as Tenant, for the lease and development on approximately 4.6 acres located on the northwest corner of Marsh Drive and Solano Avenue at Buchanan Field Airport.

FISCAL IMPACT:

There is no negative impact on the General Fund. The Airport Enterprise Fund will receive lease and other revenue and the County General Fund will receive property, sales and possessory interest tax revenues from this development.

BACKGROUND:

The development site is approximately 4.6-acres of vacant land owned by the County and located on the northwest corner of Marsh Drive and Solano Avenue at Buchanan Field Airport. The parcel is designated for non-aviation use on the Updated Airport Layout Plan for the Buchanan Field Airport.

On March 13,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Beth Lee, 925-681-4200

By: , Deputy

cc:

BACKGROUND: (CONT'D)

2018, the Contra Costa County Public Works – Airports Division proactively solicited and advertised for development interest in the 4.6-acre site. The competitive solicitation process was consistent with the Federal Aviation Administration Airports District Office's guidance for airport property use. The Airports Division received seven letters of interest from private parties to develop the site. Airports Division staff then distributed a Request for Proposals to select a master developer to the seven interested parties. The Airports Division received two complete proposals for development of this site.

On June 26, 2018, the Board of Supervisors authorized staff to negotiate ground lease and development terms for this property with the highest ranked proposal as determined by a selection committee. This action was consistent with the master developer selection process that was approved by the Board of Supervisors on May 23, 2006, whereby projects with a competitive interest are to proceed with the traditional environmental review and lease development process.

Development and use of this 4.6-acre vacant parcel for self storage use would expand economic development activity at Buchanan Field Airport. The lease will provide significant revenues to the Airport Enterprise Fund and County General Fund. Upon completion of construction rent period (at \$1,500.00 per month), the ground rent will begin at \$4,167.00 per month (or \$50,004.00 per year), which will increase by prescribed increments until Year 6 when rent will increase annually by a CPI inflator. Every ten years the lease will be revalued based on market appraisals.

The lease is comparable to other executed leases and is consistent with the Airport Master Plan and County General Plan. This development will also facilitate the growth and development as identified in the adopted Buchanan Field Airport Master Plan.

Unless and until a final lease agreement is fully executed by all parties, this Board Order, any draft lease agreement, other communications or conduct of the parties shall have absolutely no legal effect, may not be used to impose any legally binding obligation on the County and may not be used as evidence of any oral or implied agreement between the parties or as evidence of the terms and conditions of any implied agreement.

A copy of the Lease signed by the Tenant is attached.

CONSEQUENCE OF NEGATIVE ACTION:

The County General Fund and the Airport Enterprise Fund would not realize the additional revenues. The County-owned land would remain vacant and may negatively impact build out of the airport as detailed in the Master Plan.

ATTACHMENTS

BF Self Storage Lease Agmt

LEASE AGREEMENT

Between

COUNTY OF CONTRA COSTA

as Lessor

and

Buchanan Field Self Storage, LP

as Tenant

February 1, 2022

Contra Costa County
Buchanan Field Airport
550 Sally Ride Drive
Concord, CA 94520-5606
(925) 681-4200

A handwritten signature in blue ink, appearing to be "aj" followed by a stylized flourish.

LEASE BETWEEN THE
COUNTY OF CONTRA COSTA
AND
Buchanan Field Self Storage, LP

1.	<u>Lease</u>	3
2.	<u>Term</u>	3
3.	<u>Holding Over</u>	4
4.	<u>Rent</u>	4
5.	<u>Initial Rent</u>	4
6.	<u>Adjustments to Ground Rent</u>	5
7.	<u>Additional Payment Provisions</u>	10
8.	<u>Improvements</u>	11
9.	<u>Lessor Processing and Transaction Fees</u>	14
10.	<u>Use of Premises</u>	14
11.	<u>Rental Operations and Subleases</u>	15
12.	<u>Condition of Premises</u>	15
13.	<u>Utility Obligations</u>	16
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By [Signature]

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EXHIBIT B – Site Plan
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**LEASE BETWEEN THE
COUNTY OF CONTRA COSTA**

and

BUCHANAN FIELD SELF STORAGE, LP

This lease agreement ("**Lease**") is dated February 1, 2022 (the "**Effective Date**") and is between of the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "**County**" or "**Lessor**"), and BUCHANAN FIELD SELF STORAGE, LP, a California limited partnership ("**Tenant**").

RECITALS

- A. Lessor owns and operates Buchanan Field, a public airport located at Concord, California (the "**Airport**"), as shown on the Airport Layout Plan, which plan is on file in the office of the County Director of Airports ("**Director of Airports**").
- B. Tenant desires to lease approximately 4.6 acres of unimproved land that is located at the Airport at the northwest corner of Marsh Drive and Solano Avenue, as more fully described in Exhibit A (the "**Premises**"). Tenant intends to construct and operate a self-storage facility at the Premises in the configuration shown on Exhibit B.
- C. Through Environmental Service by Papineau, Tenant has completed a subsurface investigation of the suitability of the soil conditions of the Premises for the contemplated use. The resulting report, dated December 30, 2021, is attached as Exhibit C (the "**Pre-Construction Soil Chemistry Screening**"). Completion of the Pre-Construction Soil Chemistry Screening satisfies Tenant's obligation to investigate the suitability of the Premises set forth in Section 12.B (Condition of Premises).
- D. A portion of the Premises is located in unincorporated Contra Costa County, the remainder is in the City of Concord (the "**City**"). On January 10, 2017, the City and the County entered into an agreement under which the parties determined that the City is responsible for processing all development plan applications related to the Premises.
- E. In response to Tenant's application for permits to develop the Premises, the City has determined that the proposed project is subject to a categorical exemption under the California Environmental Quality Act Guidelines Section 15332 and Section 15300.2. The parties therefore agree as follows:

AGREEMENT

- 1. Lease. For and in consideration of the rent, fees, and faithful performance by Tenant of the terms and conditions set forth in this Lease, Lessor hereby leases to Tenant, and

Tenant hereby leases from Lessor, the Premises, subject to all easements and encumbrances of record.

2. Term. The “**Term**” of this Lease is fifty (50) years. The Term begins on the Effective Date and ends on January 31, 2072, unless earlier terminated as provided herein.
3. Holding Over. In the event Tenant 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 as a tenancy from month to month, which may be terminated at any time by Lessor or Tenant upon thirty (30) days written notice. The month-to-month tenancy will be governed by the same terms and conditions in effect immediately prior to the expiration of the Term.
4. Rent. Tenant shall pay Construction Period Rent and Ground Rent, each as defined below (together “**Periodic Rent**”), to Lessor without offset or demand on or before the first day of each month. Periodic Rent for any partial month will be prorated at the rate of 1/30 of the applicable monthly rent per day.
 - A. Construction Period Rent. Tenant shall pay One Thousand Five Hundred Dollars (\$1,500.00) per month during the Construction Period (the “**Construction Period Rent**”). The “**Construction Period**” is that period of time that begins on the Effective Date and ends on the earlier to occur of (i) January 31, 2024, and (ii) the last day of the month following Substantial Completion.

The term “**Substantial Completion**” means the date that the Site Improvements, as defined in Section 8, Improvements, pass final inspection by the Contra Costa County Department of Conservation and Development.

Tenant may prepay all or a portion of the Construction Period Rent in a lump sum and commence monthly payments of Construction Period Rent when the amount prepaid has been exhausted.
 - B. Ground Rent. Tenant shall pay ground rent, as adjusted pursuant to this Lease (“**Ground Rent**”), from the ground rent commencement date until the expiration or earlier termination of this Lease. The “ground rent commencement date” is the first day of the month following the end of the Construction Period.
5. Initial Rent. During the first three years that follow the Construction Period (the “**Initial Ground Rent Period**”), Ground Rent is equal to the following amounts:

<u>Period</u>	<u>Monthly Ground Rent</u>
Ground Rent Commencement Date - January 31, 2025	\$4,167
February 1, 2025 - January 31, 2026	\$6,250
February 1, 2026 - January 31, 2027	\$8,333

6. Adjustments to Ground Rent. Ground Rent will be adjusted in each year after the Initial Ground Rent Period. In most years, the adjustment to Ground Rent will be based solely on the change to the Consumer Price Index ("CPI"). Every ten years, beginning February 1, 2032, Ground Rent will be adjusted to reflect market rates, using the Revaluation Process described below. Each change in Ground Rent that results from the Revaluation Process is an "Adjustment."

A. CPI Increases.

- i. Timing and Amount. In each year after the Initial Ground Rent Period, except for the one-year periods that begin on a Revaluation Date, Ground Rent will increase over the amount paid in the preceding year by (i) an amount equal to the change in the CPI for the most recent period ending June, based on the CPI Factor, or (ii) two and three-quarters percent (2.75%), whichever is greater; provided, however, in no event will the increase be more than four and one-half percent (4.5%) and in no event will the Ground Rent for any year be less than the Ground Rent in effect in the immediately preceding year.

ii. Definitions.

- a. "CPI Factor" means the percentage by which the "Index," as defined below, for the most recent one-year period ending December has changed with respect to the Index in effect for the immediately preceding one-year period, calculated to the nearest one-tenth of one percent.
- b. "Index" means the Consumer Price Index, all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area (1982-84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor or a substitute index published as a replacement for that index by the U.S. Department of Labor or by any other United States governmental agency.
- c. "Revaluation Date" means each of the following: February 1, 2032, February 1, 2042, February 1, 2052, and February 1, 2062.

- iii. Notice. Airport staff will notify Tenant of any increase in Ground Rent based on a CPI adjustment when the calculation of the CPI adjustment is complete. If the notice is given after the effective date of an increase, Tenant shall pay any increased rent retroactively to the effective date of the increase; provided, however, in no event will Tenant be required to pay the increased rent retroactively for a period greater than six months.

B. Revaluation of Ground Rent.

- i. Timing and Amount. On each Revaluation Date, Ground Rent will be adjusted to reflect the fair market rental value of the Premises in accordance with the Revaluation Process described below. The adjustment to Ground Rent that results from the Revaluation Process is the "**Adjustment.**" The total Adjustment is effective on the Revaluation Date. The Lessor shall initiate the Revaluation Process prior to each Revaluation Date. In no event will Ground Rent for any year be less than the Ground Rent in effect in the immediately preceding year.
- ii. Conditions of Revaluation. The revaluation of Ground Rent, including any appraisals prepared as part of the Revaluation Process, will be conducted as follows:
 - a. All negotiations and actions taken by the Lessor and Tenant under this Section will be undertaken and conducted by the parties in good faith.
 - b. The value of the Premises does not include any Improvements (as defined below).
 - c. If the Revaluation Process is not concluded by the Revaluation Date, the Ground Rent determined by the Revaluation Process described herein will be retroactive to the Revaluation Date to which the Revaluation Process applies. Tenant shall make any retroactive payments of Ground Rent no later than thirty (30) days following the completion of the Revaluation Process.
 - d. Except as otherwise provided herein, no waiver by the Lessor of any of the provisions of this Section will be deemed to have been made by the Lessor, unless made expressly in writing by the Director of Airports and no waiver by Tenant will be deemed to have been made unless expressly in writing by the duly authorized agent of Tenant.
 - e. All time periods specified in this Section will be counted in calendar days.
- iii. Revaluation Process. The "**Revaluation Process**" consists of the following:
 - a. The Lessor shall determine the fair market rental value of the Premises as an office business park or other comparable land use (the "**Lessor Revaluation**") and shall notify Tenant in writing of the

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amount of the new monthly Ground Rent (the **"Revaluation Notice"**).

- b. If Tenant disagrees with the Lessor Revaluation, Tenant may file with the Lessor a dispute of the amount of Lessor Revaluation (**"Tenant Dispute"**) and include Tenant's proposed Ground Rent revaluation amount. The Tenant Dispute must be in writing and delivered to the Director of Airports no later than twenty-one (21) days after the Revaluation Notice is delivered to Tenant (the **"Dispute Period"**). If Tenant does not file a Tenant Dispute with the Lessor within the Dispute Period: (i) the Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) Tenant will be deemed to have waived the right to contest the amount specified in the Revaluation Notice, (iii) the new Ground Rent specified in the Revaluation Notice will become effective on the applicable Revaluation Date, and (iv) the Revaluation Process will be over.
- c. If Tenant delivers a Tenant Dispute to the Lessor within the Dispute Period, the Lessor and Tenant will have twenty-one (21) days following the Lessor's receipt of the Tenant Dispute to attempt to establish a new Ground Rent by negotiation (the **"Rent Negotiation Period"**). The Rent Negotiation Period may not be extended beyond the initial twenty-one (21) day period except by mutual written agreement of Tenant and the Director of Airports. If Tenant and the Lessor agree in writing on the new monthly Ground Rent during the Rent Negotiation Period, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.
- d. If the Lessor and Tenant are unable to agree upon a new Ground Rent during the Rent Negotiation Period, then the Lessor and Tenant shall each appoint an appraiser to determine the fair market value of the Premises. The Lessor and Tenant shall identify the name of their appraiser by written notice to the other party. The appointment of the appraiser will be made and notice of the appointment will be given to the other party within twenty-one (21) days after the end of the Rent Negotiation Period (the **"Selection Period"**). Each appraiser must be a member of the American Institute of Real Estate Appraisers, have the designation of Member of the Appraisal Institute (**"MAI"**), and have (i) at least ten years' experience in appraising commercial property including self-storage facilities and (ii) current aviation appraisal experience in appraising property, in the geographic area where the Premises is situated. Each party is responsible for paying the fees and costs of its appraiser.

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

In the event that the Lessor does not appoint an appraiser and provide Tenant with written notice of the appointment within the Selection Period: (i) the monthly Ground Rent will remain unchanged or will equal the fair market rental value determined by Tenant's appraiser, whichever is greater, (ii) such monthly Ground Rent will become effective on the applicable Revaluation Date, (iii) the Lessor will be deemed to have waived the right to contest the amount of the new monthly Ground Rent by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

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

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

- e. In the event that the Lessor and Tenant cannot agree on a revaluation of the monthly Ground Rent within thirty (30) days following the Appraisal Period, either the Lessor or Tenant may declare an impasse in the negotiations by providing written notice of the impasse to the other party. The written notice of impasse (the "**Final Proposal**") will include all of the following information: (i) a statement that the declaring party has determined that negotiations have reached an impasse; (ii) the declaring party's final proposed Ground Rent revaluation figure; (iii) a statement that the recipient has ten (10) business days to either give written acceptance of the

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amount of the Ground Rent revaluation specified in the Final Proposal or deliver a counter-final proposal (the "**Counter-Final Proposal**") to the declaring party; and (iv) any other supplementary information as the declaring party deems appropriate. The party upon whom the Final Proposal is served shall then have ten (10) business days following receipt of the Final Proposal to either accept the Final Proposal or to reject the Final Proposal and deliver a Counter-Final Proposal to the declaring party. If either the Final Proposal or the Counter-Final Proposal is accepted in writing, then the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

If neither the Final Proposal nor the Counter-Final Proposal is accepted, not later than forty-five (45) days after delivery of the Final Proposal, the appraiser selected by the Lessor and the appraiser selected by Tenant will jointly select a third appraiser with the designation of MAI and with at least ten years' experience in appraising commercial property (including self-storage facilities) and current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. The third appraiser will determine the fair market value of the Premises. The third appraiser will render a final written decision within thirty (30) days of his or her appointment. The cost of the third appraiser will be shared equally by the Lessor and Tenant. The appraiser's decision is binding on all parties and will apply retroactively to the Revaluation Date. Notwithstanding the foregoing, if the third appraisal is less than that set forth in the lower of the two appraisals previously obtained, then the rental set forth in said lower prior appraisal shall be controlling, and if the third appraisal is greater than that set forth in the higher of the two appraisals previously obtained, then the rental set forth in said prior higher appraisal shall be controlling.

7. Additional Payment Provisions.

- A. Late Rental Payments. In the event Tenant fails to pay Lessor any amount due under this lease within five (5) days after such amount is due, Tenant shall pay to Lessor 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. Tenant shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. Lessor and Tenant hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix Lessor's actual damage from any late payments and, thus, that Tenant shall pay as liquidated damages to Lessor the Late Charge specified in this Section, which is the result of the parties' reasonable endeavor to estimate fair average

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compensation for the late payment (other than attorneys' fees and costs). Lessor's acceptance of the Late Charge as liquidated damages does not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Lessor from exercising any of the rights and remedies available to Lessor under this lease.

- B. Form and Place of Payment. Tenant 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 the Director of Airports Office, 550 Sally Ride Drive, Concord, California 94520, or at such other place as Lessor may designate from time to time.
- C. Returned Checks. If a check written by Tenant is returned for insufficient funds, Lessor may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. Lessor may require Tenant to pay rent by certified check or money order if Tenant's bank or banks have returned one or more personal checks within the preceding twelve (12) month period.
- D. Security Deposit. Upon execution of this Lease, Tenant will pay to Lessor the sum of Five Thousand Dollars (\$5,000.00) in cash as security for the faithful performance of the terms, covenants, and conditions of this lease (the "Security Deposit").

Upon the occurrence of a Default, as defined in Section 29, Lessor 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 Lessor, (ii) any amount that Lessor may spend or become obligated to spend in exercising Lessor's rights under this lease, or (iii) damage sustained by Lessor resulting from Tenant's Default. Upon demand by Lessor, Tenant shall immediately pay to Lessor a sum equal to that portion of the Security Deposit expended or applied by Lessor as provided in this subsection so as to maintain the Security Deposit at its original level.

Upon the expiration or termination of this lease and (i) Tenant's satisfaction of the conditions set forth in Section 12. Condition of Premises, and (ii) a final accounting by Lessor, any remaining Security Deposit balance shall be refunded to Tenant, without interest. Tenant 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 Lessor may claim from a Security Deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises. Lessor and Tenant agree that Lessor may, in addition, claim those sums reasonably necessary to compensate Lessor for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant's officers, agents, employees, independent contractors or invitees.

8. Improvements.

- A. Site Improvements. As a condition of this Lease, Tenant shall install on the Premises a two-story self-storage rental facility with signage, a small non-residential manager's office ("**Building**"), a parking area ("**Parking**"), and enhanced landscaping and environmental clean water feature (combined "**Landscaping**"), all in accordance with the Plans, as defined below. Together, the Building, Parking and Landscaping are the "**Site Improvements**."
- B. Frontage Improvements. As a condition of this Lease, Tenant shall, at Tenant's sole expense, construct frontage improvements on the Premises along Marsh Drive and Solano Avenue in conformance with (i) standards established by the City of Concord Community and Economic Development Department, and (ii) plans approved by the Director of Airports pursuant to Section 8.D. below (the "**Frontage Improvements**"). Tenant shall complete the Frontage Improvements not later than the date that is sixty (60) days after the Substantial Completion of the Site Improvements. Tenant is not required to include in their Frontage Improvements any of the improvements included in the Contra Costa County Public Works Department Marsh Bridge Replacement Project, County Project No. 0662-6R4119, Federal Project No. BRLS-5928(12) (the "**Bridge Project**", as depicted in the bid set approved by Lessor on February 2, 2021, which improvements are the responsibility of the Lessor to complete.

All improvements on the Premises, including, but not limited to, the Site Improvements, the Frontage Improvements, structures, signs, driveways, curbs, walkways, pads, perimeter fences and gates, mechanical equipment, utility lines, drainage and sewage lines, environmental control equipment, irrigation systems and landscaping and other facilities are the "**Improvements**."

- C. Plans and Lessor's Approval. Tenant shall obtain the Director of Airports' written approval of all plans and specifications for the buildings, paving, landscaping, or other Improvements before any construction may be commenced, which approval may not be unreasonably withheld or delayed. Once approved by the Director of Airports, such plans and specifications are the "**Plans**." Prior to requesting the Director of Airports' approval, a County designated engineer must review and approve the development plans. All Improvements must conform with all general requirements of Lessor, and must be constructed and installed in conformance with: (i) the Plans; (ii) all applicable statutes, ordinances, building codes, permits; (iii) applicable Airport or FAA policy and standards for development; (iv) and all rules and regulations of Lessor and the requirements of all other authorities that have jurisdiction over the Premises, as the case may be, and Tenant's operations thereon, including, but not limited to, the City of Concord Community and Economic Development Department, and the Federal Aviation Administration.
- D. Construction Schedule. Within ninety (90) days following the Effective Date,

Tenant shall submit to the Director of Airports for review and approval (i) three (3) sets of plans that have been reviewed and stamped by an engineer and (ii) a detailed construction schedule.

The Director of Airports' review and approval or disapproval will be completed within thirty (30) days of submission. If the Director of Airports disapproves of the plans, the reasons for disapproval must be given to Tenant in sufficient detail, and Tenant will have thirty (30) days to revise the plans, and resubmit them to the Director of Airports. The Director of Airports' review and approval or disapproval of the revised plans will be completed within thirty (30) days of re-submission. The Director of Airports' approval is separate and distinct from approvals Tenant is required to obtain from Lessor, other County Departments, the City and all other authorities having jurisdiction over the Premises. Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the construction of the Improvements. Approval of the Plans by the Director of Airports does not constitute a representation or warranty as to conformity with other requirements and responsibility therefor remains at all times in Tenant. The time requirements imposed on the Director of Airports by this Section do not apply to other County Departments and authorities, or the City.

The Plans are not to be submitted to the City of Concord Community and Economic Development Department ("**Building Division**") unless the Director of Airports has approved the Plans. Within fourteen (14) days following approval of the Plans by the Director of Airports, Tenant shall submit the Plans to the Building Division for review and approval.

Tenant shall commence construction of the Site Improvements within forty-five (45) days after a grading permit for the Site Improvements has been issued by Building Inspection. Tenant shall use commercially reasonable efforts to complete the construction of the Site Improvements within twelve (12) months after receiving a grading permit or the Director of Airports' approval, whichever is later. Tenant shall provide Lessor with a Notice of Intent to Construct the Site Improvements at least sixty (60) days prior to construction or delivery of materials.

The deadlines set forth this Section 8 and the Ground Rent Commencement Date may be extended upon written approval of the Director of Airports in consideration of time lost as a result of work stoppages, strikes, and shortages of material, acts of God, restrictions or closures related to the COVID-19 pandemic or any other pandemic or other reasons beyond Tenant's control, as determined by the Director of Airports, in his or her reasonable discretion.

- E. Performance and Payment Bonds. Not less than ten (10) business days before the commencement of construction of the Site Improvements, Tenant shall, at its sole cost and expense, furnish to Lessor (i) a payment bond of a surety company licensed to transact business in the State of California, or other type of security

reasonably satisfactory to the Lessor, with Tenant as principal, in the penalty sum of one hundred percent (100%) of the total estimated cost of the Site Improvements and all other necessary appurtenances specified herein, guaranteeing the payment of all labor, materials, provisions, supplies and equipment related to the construction of the Site Improvements, of any kind whatsoever, and protecting Lessor from any liability, losses or damages arising therefrom, and (ii) a performance bond of a surety company licensed to transact business in the State of California in substantial conformity with Exhibit "D", or other type of security satisfactory to Lessor, with Tenant as principal, in an amount equal to one hundred percent (100%) of the total estimated cost of the Site Improvements, guaranteeing faithful performance within twelve (12) months of the commencement of all construction work associated with the Site Improvements; provided, however, the Director of Airports may waive this requirement if Tenant provides a completion guaranty to its construction lender that is in a form that is acceptable to the Director of Airports.

- F. Inspection and Acceptance. Tenant shall obtain all applicable permits and authorizations of all local, state, federal and other government agencies and entities that have jurisdiction over the Site Improvements and Frontage Improvements, including but not limited to, the City of Concord Community and Economic Development Department. All Site Improvements and Frontage Improvements are subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Site Improvements and Frontage Improvements. Nothing in this Lease is to be construed as approval of any permit or authorization of any local, state, or federal government agency or entity that has jurisdiction over the Site Improvements and Frontage Improvements.
- G. No Warranties. The inspection, testing and acceptance by Lessor under this or any other section of this Lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this Lease and to conform to the Plans, nor is Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this Lease.
- H. Engineering. Lessor shall furnish Tenant with control information required for ground and pavement elevations, specifications for earthwork, pavement, and drainage. Tenant is responsible for all other engineering work and the accuracy thereof. Any material deviations from the Plans must have prior written approval by Lessor.
- I. Utilities. Upon the prior written approval of the Director of Airports, which approval shall not be unreasonably withheld, Tenant may install all utilities on the Premises at its own cost and expense and shall pay any and all connection, inspection, and service fees in connection therewith.

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- J. Paving and Concrete. As part of the Site Improvements, Tenant shall upgrade the pavement within the Premises such that they will accommodate the heaviest vehicle reasonably expected to operate in the area with an expected pavement life of twenty (20) years. All road access must be in compliance with Contra Costa County Public Works Department standards.
- K. Notice of Nonresponsibility. Tenant shall cause a notice of Lessor non-responsibility to be posted and recorded during construction in accordance with Civil Code Sections 3094 and 3129 and a copy to be mailed to the Director of Airports upon filing the notice with the County Recorder.
- L. Signs. Tenant may not erect signs and advertising media or place the same on the Site Improvements without the written approval of the Director of Airports and any other public agency having jurisdiction. Any signs installed must be in accordance with FAA and the Airport Policy and Standards for Development.
- M. Landscaping. Tenant shall install and maintain, at its sole expense, the landscaping on the Premises and any landscaping that comprises part of the Frontage Improvements in accordance with the Plans. Tenant shall maintain such landscaping in a neat, clean, orderly, and attractive condition.
9. Lessor Processing and Transaction Fees. In the event that Tenant requires or requests Lessor's review, investigation, processing, recordation, or any other action in connection with any Tenant document, proposal or other matter that requires Lessor's staff time and resources, other than time and resources of the Contra Costa County Airports Division (e.g., a proposed assignment or other transfer (but specifically excluding any sublease), or an estoppel certificate), Tenant shall pay Lessor a transaction fee of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) plus all of Lessor's costs, including, but not limited to, staff time at rates determined by the County Auditor for time spent in connection with the until the matter is complete ("Transaction Fee"). The Transaction Fee will increase by Five Hundred and No/100 Dollars (\$500.00) on every fifth anniversary of the Commencement Date and is due thirty (30) days after demand therefor by Lessor.
10. Use of Premises. Except as otherwise provided herein, the Premises may be used by Tenant only for the operation of a light industrial multi-tenant business park and for no other purpose.
- A. Uses Permitted on the Premises. Self-storage rental units, U-Haul moving van/truck franchise or comparable accessory use, and general light industrial business use (such as warehouse and storage) are permitted uses on the Premises.
- B. Uses Not Permitted on the Premises. No heavy industrial businesses uses are permitted on the Premises.

Tenant may not use the premises for any other purpose without the Director of Airport's express prior written consent. Any use of the premises other than as described herein

without the Director of Airports' prior written consent is a default of this lease.

11. Rental Operations and Subleases. Subject to the terms of this Section, Tenant may sublease or rent Building space pursuant to the rules and regulations adopted from time to time by the Airport, including but not limited to the following:

- A. Tenant shall cause all subtenants to enter into a rental agreement that is in substantial conformity with Exhibit F, or such other form that is satisfactory to Lessor (each, a "**Rental Agreement**")
- B. Rental Agreements are subject to the terms and conditions of, and subordinate to, this Lease. The term of a Rental Agreement may not be greater than the term of this Lease.
- C. Rental Agreements do not create a landlord-tenant or any other legal relationship between the Lessor and Tenant's subtenant.
- D. Tenant is, and at all times will remain, entirely responsible for the full performance of this Lease.
- E. Tenant or its authorized representative must be available during normal business hours, either at the Airport or by telephone/email to discuss the rental space and to conduct business.
- F. By December 1 each year, Tenant shall give the Lessor a list of the name, address, phone number, and email address of all current subtenants, along with a description of each subtenant's business activity.
- G. Tenant is responsible for all materials stored on the Premises, whether the materials are stored by Tenant or Tenant's agents, employees, or subtenants.

12. Condition of Premises.

- A. No Warranty. Tenant is leasing the Premises in an "as is" physical condition with no warranty, express or implied, on the part of Lessor as to the physical condition of the Premises, including but not limited to, the condition of any existing improvements, the soil and the geology of the soil, the air, surface water and groundwater, the presence of known and unknown faults, the presence of Hazardous Materials and all other kinds of contamination and pollutants of any kind in the air, soil, groundwater and surface water, and the suitability of the Premises for the construction and use of the improvements thereon.
- B. Tenant Independent Investigation. It is the sole responsibility of Tenant, in its sole cost and expense, to investigate the condition of the Premises to its satisfaction, including (i) the suitability of the soil, geologic, environmental and

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seismic conditions of the Premises for the intended use contemplated herein, and (ii) the presence of any contaminants, or Hazardous Materials, as defined in Section 18.A., in air, soil, groundwater and surface water in, on, or under the Premises and pollutants of any kind located on or within the Premises. This Lease imposes no responsibility or obligation on Lessor to prepare or implement any remediation plan or to attain remediation of the Premises to a level of standard required for Tenant's use or any other purpose. Lessor makes no warranties, representations, covenants, or agreements concerning remediation for the purposes of Tenant's use or any changes in Environmental Laws, as defined in Section 18.B., affecting such uses.

The respective agreements and obligations of Lessor and Tenant under this Section 12 will survive the expiration or termination, for any reason, of this Lease.

C. No Concealment. Notwithstanding anything in this Lease to the contrary, Lessor represents to Tenant that Lessor is not concealing any knowledge of the presence of contamination possessed by the current officers and managers of the Airport. However, Lessor makes no representation regarding what would be revealed by a review and search of its records, interviews of its employees or past employees or the undertaking of due diligence to discover any information or knowledge not now known to its present officers and managers.

D. Maintenance. Tenant shall maintain the Premises in accordance with Section 15. Maintenance, Repair and Storage.

13. Utility Obligations. Tenant shall pay, on Tenant's own account, all charges for utilities used or consumed on the Premises, including, but not limited to, gas, water, electricity, garbage disposal, storm water and sanitary sewer services, janitorial services, and telephone services.

In the event Lessor reasonably requires, or any utility company requires, that any existing or new overhead distribution system be installed underground, Tenant shall, at its own cost and expense, provide all necessary facility changes on the Premises so as to receive such services.

14. Alterations and Additions.

A. Tenant may not do any of the following: (i) erect or place any additional structures on the Premises, (ii) make any improvements or alterations to the exterior of any Tenant's Buildings, parking area or landscaping, (iii) make any improvements or alterations to the interior of any of Tenant's Buildings that require the issuance of a building permit without written consent of Lessor. Tenant shall provide the Director of Airports with written plans detailing any proposed improvement. If the Director of Airports does not provide a written response to Tenant's proposed changes within thirty (30) days of the date the



Director of Airports confirms his or her receipt of such plans, the proposed improvement will be deemed approved by the Director of Airports. The Director of Airports may not unreasonably withhold or condition its approval of any proposed improvement or alteration.

- B. In the event Tenant makes alterations, constructs additions, or adds additional structures that violate the conditions contained in this Lease (an “**Unauthorized Addition**”), at the Director of Airports sole discretion, Tenant shall remove all or any portion of such Unauthorized Addition at Tenant’s sole cost and expense. If Tenant is required to remove any Unauthorized Addition, Tenant, at its sole cost and expense, shall restore the Premises to the condition existing immediately prior to the existence of the Unauthorized Addition, or such other condition designated by Lessor in its election. If Tenant is not required to remove all or any portion of the Unauthorized Addition, then at the Director of Airports sole discretion will advise Tenant if all or any portion of the Unauthorized Addition will remain on and be surrendered with or be removed from the Premises, at the Tenant’s sole cost and expense, on the expiration or termination of the Lease.
- C. If the Director of Airports has given written consent to Tenant, permitting Tenant to make certain alterations or make any additional improvements to the Premises, Tenant may not commence construction until Tenant has (i) obtained all necessary building permits and all other approvals required, and (ii) provided Lessor with twenty (20) days advance written notice of the commencement of such construction. In addition, Tenant shall cause a Notice of Lessor Non-Responsibility to be posted and recorded during construction in accordance with Civil Code Sections 3094 and 3129. A copy of the notice is to be mailed to Lessor upon filing it with the County Recorder.

15. Maintenance, Repair and Storage.

- A. Premises Maintenance. Tenant shall, at its sole expense, throughout the term of this Lease, maintain the Premises improvements and appurtenances thereto, including but not limited to, Tenant’s Buildings and other structures, signs, driveways, parking surfaces, curbs, walkways, perimeter fences, landscaping, drainage and sewage lines, utility lines, irrigation systems and other facilities (collectively, the “**Improvements**”), in a first-class condition, in a neat, clean, orderly, and attractive condition, except for ordinary wear and tear. Tenant shall cause all maintenance, repairs, and replacements to be of a quality substantially equal to the original material and workmanship. Lessor is the sole judge of the maintenance standards required.

Tenant shall perform all maintenance and repairs in compliance with, and all maintenance and repairs necessary to comply with, all applicable statutes, ordinances, resolutions, regulations, orders, and policies now in existence or adopted from time to time by the United States, the State of California, the City of



Concord, the County of Contra Costa, and other government agencies with jurisdiction over the Airport.

If Tenant fails to perform its maintenance obligations as described herein within thirty (30) days of written notice by County to Tenant of such failure, County shall have the right to enter upon the Premises and to perform such necessary maintenance obligations and Tenant shall be required to reimburse County for the reasonable and actual costs thereof within thirty (30) days after receipt of an itemized invoice therefor. If such maintenance obligations are of such a nature that they cannot reasonably be completed within such thirty (30) day period, Tenant shall be deemed to have performed its maintenance obligations within such thirty (30) day period if Tenant has started such maintenance obligations within such thirty (30) day period and diligently pursues such maintenance obligations to completion.

- B. Lease Maintenance Plan. In order to determine what maintenance is required to maintain the Site Improvements on the Premises in a neat, clean, orderly, and attractive condition, as required by this Lease, through the remaining term of the Lease (such maintenance, the "**Maintenance Work**"), the Lessor and Tenant shall conduct a joint inspection of the Improvements. The joint inspection is to occur not earlier than February 1, 2059, and not later than January 31, 2060.

The Maintenance Work may include, but is not limited to, the following:

- i. Interior and exterior building repairs and replacements, including roof, doors, windows, signage, street facades, painting, flooring, fixtures (i.e., lights, toilets and sinks), et cetera.
- ii. The replacement of asphalt, and the cut and repair of any concrete features in the driveways and parking lot of the Premises.
- iii. The repair and replacement of HVAC.
- iv. The repair and replacement of plumbing and electrical systems in the Buildings.

Within ninety (90) days after the joint inspection of the Premises, Tenant shall prepare and submit to the Director of Airports for his or her approval a detailed plan that itemizes the Maintenance Work to be performed (the "**Maintenance Plan**"). The Maintenance Plan must include a timeline for the performance of the Maintenance Work and the expected cost of the Maintenance Work. The Director of Airports will review the Maintenance Plan and approve or disapprove it within thirty (30) days of receipt. If the Maintenance Plan is not approved by the Director of Airports, the Director of Airports shall set forth in writing and notify Tenant of his or her reasons for withholding such approval. Tenant shall thereafter submit a revised Maintenance Plan to the Director of Airports, which



approval is to be granted or denied within thirty (30) days of receipt in accordance with the procedures set forth above. The Director of Airports may not unreasonably withhold approval of the Maintenance Plan. If a Maintenance Plan has not been approved by July 1, 2060, Tenant will be in default of this Lease. Tenant's failure to prepare the Maintenance Plan is a default of this Lease.

If at any time the Lessor determines that it will require Tenant to remove a particular Improvement pursuant to Section 28, the Lessor shall give Tenant prompt written notice of such determination, and thereafter Tenant will not be required to comply with the terms of this Section 15 with respect to such Improvement. Notwithstanding the above, Tenant has an ongoing obligation to maintain all Improvements in accordance with Section 15.A.

- C. Plans and Lessor's Approval. Prior to commencing any Maintenance Work, Tenant shall obtain the Director of Airports' written approval of all plans prepared by architects, engineers or contractors that relate to the Maintenance Plan, and all modifications or amendments thereto (including all working drawings and other supplements thereto, but excluding immaterial field changes).
- D. Tenant Responsibility for Maintenance Work. Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the Maintenance Work. Approval of the Maintenance Plan by the Director of Airports does not constitute a representation or warranty as to its conformity with other requirements, and responsibility therefor remains at all times in Tenant.

Tenant shall cause all Maintenance Work to be constructed in conformance with: (i) all requirements of the Lessor, (ii) the Maintenance Plan, (iii) all applicable statutes, ordinances, building codes, Airport Policy and Standards for Development, and rules and regulations of the Lessor, and (iv) the rules and regulations of all other authorities having jurisdiction over the Premises or Tenant's operations thereon, including, but not limited to, the City of Concord, the Contra Costa County Department of Conservation and Development, the Contra Costa County Public Works Department and the Federal Aviation Administration.

- E. Performance Bond. Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor a performance bond of a surety company licensed to transact business in the State of California, or other type of security reasonably satisfactory to the Lessor, that (i) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Work that is being performed, (ii) names Tenant as principal, and (iii) guarantees faithful performance of all construction work associated with the Maintenance Plan by January 1, 2061, or such date as is identified in the Maintenance Plan as the date



the maintenance work will be completed. The performance bond or other security must be substantially similar to the form shown in Exhibit D.

- F. Payment Bond. Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor either of the following: (i) a payment bond of a surety company licensed to transact business in the State of California that (x) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Plan and all other necessary appurtenances specific therein, and (y) guarantees the payment of all labor, materials, provisions, supplies and equipment used in, upon, for or about the performance of the construction work; or (ii) an alternate form of security that is reasonably acceptable to the Lessor in its sole discretion. The payment bond must be in a form acceptable to the Lessor and must satisfy the requirements of California Civil Code section 3248.
- G. Inspection and Acceptance. Tenant shall obtain all applicable permits and authorizations of, all local, state, federal and other government agencies and entities that have jurisdiction over the Maintenance Work, including but not limited to, the City of Concord, the Contra Costa County Department of Conservation and Development and the Contra Costa County Public Works Department. All Maintenance Work is subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Maintenance Work. Nothing in this Lease is to be construed as approval of any permit or authorization of any local, state, or federal government agency or entity that has jurisdiction over the Maintenance Work.
- H. No Warranties. The inspection, testing and acceptance by the Lessor under this or any other section of this Lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by the Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this Lease and of the Maintenance Plan as approved by the Lessor, nor is the Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this Lease.
- I. Engineering. Tenant is responsible for all engineering work and the accuracy thereof. Any material deviations from the Maintenance Plan approved by the Director of Airports must have prior written approval by the Lessor.
- J. Paving and Concrete. As required under Section 15, and as necessary during the Term of this Lease, Tenant shall upgrade the pavement for the driveways and parking areas within the Premises to enable them to accommodate the heaviest vehicle reasonably expected to operate in the area. When installed, the pavement must have an expected pavement life of at least twenty (20) years. All road access must be in compliance with the City of Concord and Lessor Public Works Department standards.



K. Notice of Non-Responsibility. Tenant shall cause a notice of the Lessor non-responsibility to be posted and recorded by Tenant during construction in accordance with Civil Code Sections 3094 and 3129. A copy of the notice must be filed with the Lessor Recorder and mailed to the Director of Airports after filing.

L. Storage on Premises. No materials, supplies, products, equipment or other personal property that is not directly necessary for the light industrial business uses described in Section 10. Use of Premises, and no vehicles other than the personal vehicles of the employees, guests and invitees of Tenant or its subtenants, shall be permitted to remain on any portion of the Premises without the prior written consent of the Director of Airports. Tenant shall store personal property items, supplies and materials and combustibles inside the Tenant's Buildings in a safe, neat and sanitary manner.

16. Lawful Conduct. Tenant shall obey and observe, and shall ensure that all persons entering upon the Premises obey and observe, all the terms and conditions of this Lease and all statutes, ordinances, resolutions, regulations, orders, and policies now in existence or adopted from time to time by the United States, (including, but not limited to, the Federal Aviation Administration) the State of California, the County of Contra Costa, the Central Contra Costa Sanitary District, the San Francisco Bay Regional Water Quality Control Board, and all other government agencies with jurisdiction over the Airport (collectively, the "**Applicable Laws**") including, but not limited to, Applicable Laws concerning health, safety, fire, accessibility, police, and the environment.

Tenant shall pay all fines and penalties levied against it by any government agency for Tenant's violation of any Applicable Law associated with activities on the Premises.

17. Waste, Quiet Conduct, Nuisance, Pollution. Tenant 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 or the use of the Airport or surrounding property.

Tenant shall provide, as legally required, a separate drainage, collection, and/or liquid waste separation system to ensure that no untreated liquid waste from any type of operation, including aircraft cleaning and oil change operations, enters the Airport storm drainage or sanitary system.

Tenant may not permit any activity on the Premises that directly or indirectly produces unlawful or excessive amounts or levels of air pollution, (e.g., gases, particulate matter, odors, fumes, smoke, dust), water pollution, noise, glare, heat emissions, trash or refuse accumulation, vibration, prop-wash, jet blast, electronic or radio interference with navigational and communication facilities used in the operation of the Airport or by aircraft, or any other activity that is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.



18. Hazardous Materials.

A. Definition of Hazardous Materials. As used in this Lease, the term "Hazardous Materials" means any hazardous or toxic substance, hazardous or radioactive material, or hazardous waste, pollutant or contaminant 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 include, but are not limited to, the following: (i) Any "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste," as defined in Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health & Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) any "hazardous substance" as that term is defined in Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) any material or substance listed as a chemical known to cause cancer or reproductive toxicity pursuant to Section 6380 of the California Labor Code, Division 5, Part 1, Chapter 2.5 (Hazardous Substances Information and Training Act); (iv) any "hazardous waste" as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* (42 U.S.C. Section 6903); (v) any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.* (42 U.S.C. Section 9601); (vi) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local statute, ordinance, resolution, regulation, order, policy, or requirement, including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect; (vii) any petroleum product; (viii) any radioactive material, including any "source materials", "special nuclear materials", or "byproduct material" as defined in 42 U.S.C. Section 2011 *et seq.*; (ix) any asbestos in any form or condition; and (x) any polychlorinated biphenyls (PCBs) and any substances or any compounds containing PCBs.

B. Use of Hazardous Materials. Tenant may not cause or permit any Hazardous Material, as defined in this Section, to be generated, brought onto, stored, used, emitted, released, discharged or disposed of in, on, under, or about the Premises by Tenant or its officers, employees, agents, contractors, renters, guests or invitees, except for limited quantities of (i) standard office and janitorial supplies containing chemicals categorized as Hazardous Materials; (ii) motor oils, hydraulic fluids, fuel and other materials commonly used in aircraft storage and fueling facilities; (iii) such other Hazardous Materials as are approved in advance in writing by Lessor. During the term of this Lease, Tenant shall strictly comply with all applicable laws, statutes, ordinances, regulations, orders, etc., in effect that relate to public health and safety and protection of the environment including, but not limited to those identified in this Section ("**Environmental Laws**").

- C. Notification to the Director of Airports. If, during Term of this Lease, Tenant becomes aware of (i) any actual or threatened release of any Hazardous Materials on, under, or about the Premises; or (ii) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Material on, under, or about the Premises, Tenant shall (i) immediately provide verbal notification to the Director of Airports and (ii) provide written notification of such release or investigation to the Director of Airports within twenty-four (24) hours after learning of it. In the event Tenant receives any claims, notices of violation, reports, or other writing concerning the aforementioned release or investigation, Tenant shall furnish copies of all such materials to Lessor no later than the business day following Tenant's receipt thereof.

Notification to the Director of Airports under this Section does not relieve Tenant of any obligation to notify any government agency under any Applicable Law.

- D. Indemnification. Tenant shall, at Tenant's sole expense and with legal counsel reasonably acceptable to Lessor, indemnify, protect, defend, and hold harmless Lessor and Lessor's officers, employees, agents, and contractors from and against any and all demands, losses, claims, costs, suits liability and expenses including without limitation, attorney's fees and consultant fees arising out of or relating to the violation of any Environmental Laws or the use, handling, generation, emission, release, discharge, storage or disposal of any Hazardous Materials by Tenant or Tenant's officers, employees, agents, contractors, subtenants, renters, guests or invitees.
- i. This indemnification applies whether or not the concentration of such Hazardous Materials exceeds state or federal maximum contaminant or action levels or whether any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (i) losses attributable to diminution in the value of the Premises; (ii) loss or restriction of use of rentable space on the Premises; (iii) adverse effect on the marketing of any rental space on the Premises; and (iv) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Premises and surrounding properties).
 - ii. This indemnification clause will survive any expiration or termination of this Lease.
 - iii. Tenant is not required to indemnify Lessor against liability to the extent arising as a result of, and shall have no responsibility for, (a) Hazardous Materials that are present in, on, under or about the Premises as of the Effective Date, including, without limitation, any Hazardous Materials identified in the [Name of Environmental Report] or the tables appended



thereto, or (b) Hazardous Materials that migrate from surrounding or adjacent property, unless such migration is caused by Tenant's activities on the Premises or on the surrounding or adjacent property.

19. Stormwater Discharge. Lessor has applied for and received a National Pollutant Discharge Elimination Permit ("NPDEP") under the Federal Clean Water Act, which covers Tenant's operations on the Premises. In accordance with Section 16, Lawful Conduct, of this Lease, Tenant shall comply with (i) all laws and regulations arising under the Federal Clean Water Act that are applicable to Tenant's operations on the Premises; and (ii) Lessor's NPDEP.

Tenant shall ensure that no pollution or Hazardous Materials of any type is discharged into the stormwater system at the Airport, and shall comply with Lessor's NPDEP in all respects and in accordance with the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises, and any amendments thereto, and in accordance with all applicable laws and regulations and other Lessor requirements. Copies of the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises will be maintained on file at the Contra Costa County Public Works Department and are incorporated herein by reference.

In the event that Tenant produces any type of operation on the Premises that allows pollutants of any kind to enter the Airport's storm water system (a "**Storm Water Release**"), then Tenant shall notify County in writing that such event has occurred. If Tenant allows another Storm Water Release to occur after County's written notice to Tenant, then Tenant shall provide and install, at Tenant's sole expense, a separate drainage, collection, and/or separation system ("**Storm Water Equipment**") to ensure that no untreated liquid waste from any type of operation, prohibited from being discharged directly into the storm drainage or sanitary system, will enter the storm drainage system or sanitary system of the Airport, and assures that no pollution of any type or any hazardous material as defined in Section 18. Hazardous Materials, will be discharged into the storm water system at the Airport and shall comply with the NPDEP in all respects.

Tenant is responsible for any discharge by Tenant, its officers, employees, agents, contractors, renters, guests or invitees during the entire term of this Lease. Any fine or remedial action required of Lessor, by any agency or agencies having jurisdiction over the Airport, as a result of actions or discharges from the Premises by Tenant, its officers, employees, agents, contractors, renters, guests or invitees, will be charged to Tenant, and Tenant shall immediately reimburse Lessor for these costs upon demand. In addition, any discharge of pollutants or Hazardous Materials, as defined herein, on or from the Premises is a default under this Lease and is grounds for its termination.

20. Rules And Regulations. Tenant shall observe and obey all policies, rules, and regulations promulgated by Lessor's Board of Supervisors and any other government entities or agencies having jurisdiction over the Airport.

21. Noise Ordinance. Tenant shall comply with County Ordinances 87-8 and 88-82, as amended, and all other rules and ordinances relating to noise standards at the Airport, as may be approved from time to time by the County Board of Supervisors.
22. Security. Lessor has no obligation to provide security to the Premises. Tenant shall provide, through the use of buildings, structures, walls, fences, gates and similar barriers, or a combination thereof, uninterrupted on-site security at all times for the prevention of unauthorized pedestrian and vehicular access to the aircraft operating area by way of the Premises. Tenant shall control direct or indirect points of entry to the aircraft operating area to accommodate authorized individuals and authorized vehicles in compliance with FAA and Airport security requirements. Tenant shall also provide security for on-site facilities, such as vehicular parking lots, buildings, and landscaped areas on the Premises. Tenant shall provide adequate lighting to provide for all-night illumination of the perimeter of all buildings on the Premises, including vehicular parking lots, pedestrian walkways and landscaped areas surrounding the Premises. If at any time during the Term of this Lease additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over the Airport, Tenant shall comply with said security requirements at Tenant's sole expense. If Airport is fined by FAA for a security violation caused by Tenant, Tenant shall immediately reimburse Lessor upon demand.
23. Indemnification. Tenant shall defend, hold harmless, and indemnify the Indemnitees (as defined below) from the liabilities defined in this Section 23.
- A. "Indemnities" means Lessor, its governing body, elective and appointive boards, commissions, officers, employees, representatives and agents.
- B. "Liabilities" means any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of an Act (as such term is defined below) and such liabilities shall include, but are not limited to personal injury, death, property damage, inverse condemnation claims of third parties or any combination of these, and including the defense of any suits or actions at law or equity concerning these.
- C. An "Act" means any act, intentional or negligent, or omission by Tenant, its officers, employees, agents, representatives, invitees, contractors, subtenants, renters or guests in connection with the occupancy and use of the Premises by Tenant, its shareholders, or any subtenant, renter or assignee, or the matters covered by this Lease, or claimed to be attributable to Tenant, its officers, employees, agents, representatives, invitees, contractors, subtenants, renters, guests, assignees, or one or more of them.
- D. The promise and agreement in this Section are not conditioned or dependent on whether Tenant or Lessor has prepared, supplied, or approved any plans or specifications in connection with work performed pursuant to Section 14. Alterations and Additions, or Section 15. Maintenance, Repair and Storage, or has

insurance or other indemnification covering any of these matters. This indemnification clause will survive any expiration or termination of this Lease.

24. Insurance. Tenant shall procure and maintain, at its own cost and expense, at all times during the Term of this Lease, the following policies issued by insurance companies authorized to do business in California, with a financial rating of at least an A-status (unless otherwise stated below) as rated in the most recent edition of Best's Insurance Reports:
- A. Commercial General Liability and Property Damage Insurance. Tenant shall obtain and maintain, owner, landlord, and tenant commercial general liability insurance with a financial rating of at least an A- or P status (pooled insurance coverage) covering and insuring all parties hereto (including naming Contra Costa County and its officers, agents, and employees as additional insureds under the policy or policies) with a minimum combined single limit coverage of Two Million and No/100 Dollars (\$2,000,000.00) for all damages due to bodily injury, sickness or disease, or death to any person and damage to property, including the loss of use thereof, arising out of each accident or occurrence arising out of Tenant's leasehold interest in, or maintenance or use of, the Premises and all operations necessary or incidental thereto. Liability insurance will be factored periodically to maintain adequate coverage.
 - B. Property and Fire Insurance. Tenant shall insure for fire and extended coverage risks all personal property, improvements, and alterations in, on, or about the Premises. Such insurance must be in an amount equal to one hundred percent (100%) of insurable, full replacement value of any improvements located on thereon, and include vandalism and malicious mischief endorsements. Such property insurance policies must contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder.
 - C. Worker's Compensation. Tenant shall obtain workers' compensation insurance as required by law, covering all employees of Tenant, and such insurance shall be kept in force during the entire Term of this Lease.
 - D. Form of Policies. Tenant shall cause all policies of insurance required by this Section to be in such standard form and written by such qualified insurance companies as is satisfactory to Lessor. Tenant shall provide evidence of such insurance to Lessor in the form of (i) a copy of the policies, and (ii) a duly executed certificate of insurance. All of such certificates shall name "Contra Costa County, its officers, agents, and employees" as additional insureds. Said policy or policies or certificates shall contain a provision that written notice of policy lapses, cancellation or any changes thereto shall be delivered to Lessor no fewer than thirty (30) days in advance of the effective date thereof.
 - E. Notice. Tenant shall give Lessor prompt and timely notice of any claim made or suit instituted of which it has knowledge and which could in any way directly,

contingently or otherwise, affect either Tenant or Lessor or both, and both Tenant and Lessor shall have the right to participate in the defense of such claim or suit to the extent of its respective interest.

25. Taxes. Tenant agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, and other charges that are levied and assessed upon Tenant's interest in the Premises, or upon Tenant's personal property installed or located in or on the Premises, by Contra Costa County and other legally authorized government authority. Tenant may pay any taxes and assessments under protest, without liability, cost or expense to Lessor, to contest the amount in good faith.
26. Inspection, Access and Notice. Upon twenty-four (24) hour written notice to Tenant, Lessor and its agents may enter and inspect the Premises and any and every building, structure, or improvement thereon. Lessor also has the right to serve or to post and to keep posted on the Premises, or on any part thereof, any notice permitted by law or this Lease, including but not limited to a notice pursuant to Section 3094 of the Civil Code. Lessor is not liable in any manner for any inconvenience, disturbance, loss of business, or other damage arising out of Lessor's entry on the Premises as allowed in this Section. Lessor shall conduct its activities as allowed in this Section in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant and its employees, agents, invitees, contractors, subtenants, renters and guests, and may not materially interfere with access to or use of the Premises. Tenant shall provide an access gate through the Premises for emergency vehicles.
27. Assignment and Encumbrances. Except as permitted by Section 11 above and Section 34 below, Tenant may not voluntarily sell, assign, transfer or encumber (each, a "Transfer"), its interest in this Lease or in the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Lessor's written consent, which may not be unreasonably withheld. Notwithstanding the foregoing sentence, Lessor has the right to require financial and other information from a proposed assignee, purchaser, transferee or other encumbering party (each, a "Transferee"), to make its decision, and Tenant shall assist Lessor in obtaining such information from any proposed Transferee. Any Transfer without Lessor's prior written consent is voidable and, at Lessor's election, constitutes a Default. Any consent to a Transfer does not constitute a further waiver of the provisions of this Section.

If Tenant is a corporation or a limited liability company, any (i) dissolution, merger, consolidation, or other reorganization of Tenant, or (ii) sale or other transfer of a controlling percentage of the capital stock or membership interests, as the case may be, of Tenant, or (iii) sale of fifty percent (50%) of the value of the assets of Tenant, will be deemed a voluntary assignment. The phrase "controlling percentage" means (a) in the case of a corporation, the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors and (b) in the case of a limited liability company, ownership of, and the right to vote, membership

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interests possessing more than fifty percent (50%) of the total combined voting interests of Tenant.

If Tenant is in default of monetary obligations to Lessor pursuant to this Lease, Tenant immediately and irrevocably assigns to Lessor, as security for Tenant's monetary obligations under this Lease, all rent from any subletting of all or part of the Premises as permitted by this Lease. A receiver for Tenant appointed on Lessor's application, may collect such rent and apply it toward Tenant's obligations under this Lease.

28. Surrender of Possession.

- A. Improvements. Title to all Improvements, including all alterations or additions (including Unauthorized Additions) thereto, will remain in Tenant until the expiration, cancellation, or other earlier termination of this Lease. Upon expiration, cancellation or other earlier termination of this Lease, except as otherwise provided herein, title to all Improvements will automatically vest in Lessor and will remain on and will be surrendered with the Premises.

If Lessor does not desire title to any portion of the Site Improvements, Lessor shall notify Tenant in writing as soon as practicable which of the Site Improvements are to be removed by Tenant (the "**Excluded Improvements**"). Tenant shall remove the Excluded Improvements above ground level, within one hundred twenty (120) days following the effective date of such notice.

If Tenant fails to remove the Excluded Improvements, Lessor may remove them at Tenant's expense, and, upon written demand by Lessor, Tenant shall immediately reimburse Lessor, in full, for all of the costs and expenses incurred by Lessor in removing the Excluded Improvements.

Within thirty (30) days after expiration, cancellation, or termination of this Lease, Tenant shall surrender to Lessor the Premises and all improvements, including alterations and additions, in good condition (ordinary wear and tear and destruction to the Premises covered by Section 31. Destruction, excepted). If Tenant is required to remove Excluded Improvements, Tenant shall surrender that portion of the Premises where the Excluded Improvements are located within one hundred twenty (120) days after the expiration, cancellation, or termination of this Lease in good condition (ordinary wear and tear and destruction to such Premises covered by Section 31. Destruction, excepted). If Tenant fails to surrender the Premises to Lessor on expiration, cancellation, or termination of this Lease, Tenant shall defend, indemnify, and hold Lessor harmless from any and all claims, liability, costs, and damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant or renter.

- B. Personal Property. Title to personal property belonging to Tenant will remain in Tenant at all times during the Term of this Lease, and Tenant has the right at any

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time to remove any or all of its personal property from the Premises, provided that upon any such removal, Tenant shall repair, at Tenant's expense, any damage resulting therefrom and leave the Premises in a clean and neat condition.

C. Removal of Personal Property. If Tenant 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 Lessor at Tenant's expense, by charging such expense to the Security Deposit, as provided in Section 7, Additional Payment Provisions. If Lessor's cost to remove personal property from the Premises exceeds the amount of the Security Deposit, then Tenant shall reimburse Lessor the difference between Lessor's cost and the amount of the Security Deposit, immediately upon receipt of Lessor's written demand therefor.

D. Effectiveness. The provisions of this Section will survive the expiration, cancellation or earlier termination of this Lease.

29. Default. The occurrence of any of the following is a "**Default**" by Tenant:

- A. Tenant's failure to pay any Rent or other charges when due, if the failure continues for thirty (30) days after such payment is due. Notwithstanding the foregoing, failure to pay any Rent or other charges when due twice in any twelve (12) month period is a Default without further notice from Lessor.
- B. Tenant's failure to undertake such reasonable maintenance of the Premises as directed by the Director of Airports, if the failure continues for thirty (30) days after notice of any reasonably required maintenance has been given to Tenant. If, in the sole and reasonable discretion of the Director of Airports, the required maintenance cannot be completed within thirty (30) days, Tenant is not in Default of this Lease if Tenant commences to perform the maintenance within the thirty (30) day period and diligently and in good faith continues to perform the maintenance to completion.
- C. Tenant's failure to cure a safety hazard immediately upon notice from Lessor to do so. If, in the sole discretion of the Director of Airports, the required cure of the noticed safety hazard cannot be completed within twenty-four (24) hours, Tenant is not in Default of this Lease if Tenant commences to cure the failure within the twenty-four (24) hour period and diligently and in good faith continues to cure the Default as soon as reasonably possible.
- D. Tenant's failure to provide any instrument or assurance or estoppel certificate required by this lease if the failure continues for twenty (20) business days after written notice of the failure from Lessor to Tenant.
- E. Tenant's failure to perform any other obligation under this Lease if the failure continues for thirty (30) days after written notice of the failure from Lessor to



Tenant. If, in the sole and reasonable discretion of the Director of Airports, the required cure of the noticed default cannot be completed within thirty (30) days, Tenant is not in Default of this Lease if Tenant commences to cure the Default within the thirty (30) day period and diligently and in good faith continues to cure the Default to completion.

F. The committing of waste on the Premises, including any intentional act by Tenant to harm the Premises.

G. Tenant's failure to comply with any of the provisions of Section 35, Non-Discrimination.

H. To the extent permitted by law:

- i. A general assignment is given by Tenant or any guarantor of the Lease for the benefit of creditors.
- ii. The filing by or against Tenant or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days of its filing.
- iii. The appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is unconditionally restored to Tenant or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved.
- iv. Any execution or other judicially authorized seizure of all or substantially all of the assets of Tenant located on the Premises, or of Tenant's interest in this lease, unless that seizure is discharged within thirty (30) days.
- v. When a statute requires service of a notice in a particular manner, service of that notice (or similar notice required by this Lease) in the manner required by Section 41, Notices, will replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure section 1162 or any similar or successor statute.

30. Lessor's Remedies. Lessor has the following remedies upon the occurrence of a Default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law:

- A. Lessor may terminate this Lease and Tenant's right to possession of the Premises at any time. No act by Lessor other than giving written notice to Tenant shall terminate this Lease. Lessor's acts of maintenance, efforts to re-let the Premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this Lease do not constitute a termination of Tenant's right to possession. Upon termination of this Lease, Lessor has the right to recover from Tenant:

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- i. The worth, at the time of the award, of the unpaid Rent and fees that had been earned at the time of the termination of this Lease;
 - ii. The worth, at the time of the award, of the amount by which the unpaid Rent and fees that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of loss of Rent and the fees that Tenant proves could have been reasonably avoided;
 - iii. The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of Rent and fees that Tenant proves could have been reasonably avoided; and
 - iv. Any other amount, and court costs, necessary to compensate Lessor for all detriment proximately caused by Tenant 's Default.
 - v. "The worth at the time of award," as used in (i) and (ii) of this Section, is to be computed by allowing interest at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less. "The worth, at the time of the award," as used in (iii) of this Section, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).
- B. Lessor, at any time after the occurrence of a Default described in Section 29.B, can cure the Default at Tenant's cost, provided Tenant has failed to cure such Default within the thirty (30) day notice period described in Section 29.B.
- C. Lessor, at any time after the occurrence of a Default described in Section 29.C, can cure the Default at Tenant's cost, provided Tenant has failed to cure such Default within the twenty-four (24) hour notice period described in Section 29.C or fails to diligently and in good faith continues to cure the Default as soon as reasonably possible.
- D. If Lessor at any time, by reason of Tenant's Default, pays any sum to cure a Default or does any act that requires the payment of any sum, the sum paid by Lessor will be due from Tenant to Lessor within thirty (30) days from the time the sum is paid, following written notice by Lessor to Tenant of the amount due. If such amount is not paid within thirty (30) days of the notice, the amount due will bear interest at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less, from the date the sum is paid by Lessor until Lessor is completely reimbursed by Tenant. The amount due from Tenant, together with interest accrued thereon, is Additional Rent.

31. Destruction. Tenant shall notify Lessor in writing of any damage to the Premises resulting from fire, earthquake or any other event of a sudden, unexpected or unusual nature.
- A. Twenty-Five Percent or Less. In the event of damage to or destruction of any Improvement valued at twenty-five percent (25%) or less of the then- replacement value of the Improvement, Tenant shall repair or replace the Improvement and no rent abatement will apply.
- B. Greater than Twenty-Five Percent. In the event of damage to or destruction of any Improvement valued in excess of twenty-five percent (25%) of the then- replacement value of the Improvement, Tenant has the option to either terminate this Lease or to repair or replace the Improvement so it is in substantially the same condition as it was in immediately before such damage or destruction. Tenant shall give written notice of its election to Lessor within thirty (30) days of the date of the loss or destruction of the Improvement. If Tenant elects to terminate this Lease, this Lease shall terminate as of the date of Tenant's notice to Lessor. If Tenant elects to rebuild, Tenant is entitled to a proportionate reduction of Ground Rent (i) while repairs are being made, or (ii) for six months, whichever is less, unless Tenant is compensated by insurance for rent due Lessor, in which case no rent abatement will apply. The proportionate reduction in rent will be calculated by multiplying the monthly rent by a fraction, the numerator of which is the number of square feet that are unusable by the Tenant and the denominator of which is the total square feet in the Premises.

Tenant will have one hundred eighty (180) days to commence repair or restoration of the Improvements, and shall diligently pursue the completion of the repair or restoration.

32. Condemnation.
- A. If the whole or any part of the Premises is taken as a result of the exercise of the power of eminent domain or is conveyed to any entity having such power under threat of exercise thereof (both such actions being hereinafter referred to as "**Condemnation**"), this Lease will automatically terminate as to the portion taken as of the date physical possession is taken by the condemnor. The value of any damages to the remainder of the Premises sustained by Tenant and Lessor as a result of a Condemnation action will be determined by a court of law or by negotiation and agreement with the condemnor.
- B. If the remaining part of the Premises is not reasonably suitable for the use described in Section 10, Use of Premises, as reasonably determined by Tenant, this Lease may be terminated by either Lessor or Tenant through written notice to the other party within thirty (30) days of the condemning agency's adoption of a resolution of necessity (or such agency's equivalent determination), to condemn the whole or any portion of the Premises. If a Condemnation takes (i) twenty-five percent (25%) or more of the Premises, or (ii) the portion of the Premises

providing Tenant access to the Site Improvements, Tenant may terminate this Lease by providing Lessor written notice within thirty (30) days of the condemning agency's adoption of a resolution of necessity (or such agency's equivalent determination), to condemn such portion of the Premises. If the remaining part of the Premises is reasonably suitable for the operation of the business described in Section 10, Use of Premises, as reasonably determined by Tenant, this Lease will continue in full force and effect as to such remaining part. If this Lease is not terminated as of the date of such Condemnation, Ground Rent will be reduced to an amount equal to the product of (i) the then-current Ground Rent multiplied by (ii) a fraction, the numerator of which is the number of square feet of the Premises remaining after such Condemnation, and the denominator of which is the number of square feet of the Premises prior to such Condemnation.

In the event that all or any part of the Premises is taken by Condemnation or conveyed in lieu thereof, both parties have the right to pursue a condemnation award against the condemning agency. To the extent allowed by law, Tenant is entitled to any award for lost business, the residual value of its leasehold interest, moving expenses, and the depreciated value of any fixtures or property improvements installed and not removed by Tenant. Lessor is entitled to all other amounts awarded, including but not limited to, all amounts awarded for land value. No claim made by or payment to Tenant will diminish or otherwise adversely affect Lessor's award. Provided the Lessor is not the condemning agency, Tenant will not have, and may not make, any claim against Lessor for any loss, damage or other matter arising out of any Condemnation.

33. Cancellation by Lessor. If Lessor requires the Premises for purposes other than a light industrial multi-tenant business park, Lessor may terminate this Lease with not less than twelve months' prior written notice to Tenant (the "**Material Change Termination Option**"). The written notice provided by Lessor will specify the date on which the Lease will terminate (the "**Termination Date**"). The Termination Date may not be sooner than the twenty-fifth (25th) anniversary of the Effective Date.

If Lessor exercises its Material Change Termination Option, Lessor shall pay Tenant an amount equal to (i) the value of Tenant's remaining interest in the Premises based on the fair market value of the remaining term of the Lease and any other relevant factors, and (ii) the then-existing fair market value of the Site Improvements (collectively, the "**Termination Value**"). Payment of the Termination Value is due within ten (10) days of the earlier to occur of (i) the Termination Date and (ii) Tenant's satisfaction of the return conditions set forth in Section 15. The Termination Value will be determined using the methodology set forth in Section 6.

Tenant has no right to recover the value of its Improvements in the event the Lease is terminated as a result of Tenant's Default or for any reason other than as specified in this Section.

34. Financing of Leasehold Estate.

- A. Tenant's Right to Encumber. Subject to the conditions set forth below, Tenant may, at any time, encumber, at its discretion, all or any portion of its interest in the Lease, the leasehold estate, and the Site Improvements by mortgage (a "**Leasehold Mortgage**"). Tenant may each have only one Leasehold Mortgage outstanding at any time. Any Leasehold Mortgage will be subject and subordinate to all rights and interests of Lessor and will be a lien only on Tenant's interests in and to this Lease and the leasehold estate, and will not be a lien on Lessor's fee interest in the Premises or reversionary interest in the Site Improvements. Any Leasehold Mortgage is subject to the terms and provisions of this Lease and the holder of the Leasehold Mortgage (the "**Mortgagee**"), or anyone claiming by, through, or under the Mortgagee, will not, by virtue of the Leasehold Mortgage, acquire any greater rights hereunder than Tenant has under this Lease. Tenant shall deliver to Lessor copies of all documents recorded to evidence any and all Leasehold Mortgages and all notices of default received by Tenant from a Mortgagee. Tenant shall also cause the Mortgagee to deliver copies of default notices to Lessor, simultaneously upon mailing to Tenant.
- B. Tenant's Obligations. Tenant covenants and agrees to pay the indebtedness secured by a Leasehold Mortgage when the same becomes due and payable and to perform, when such performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under a Leasehold Mortgage.
- C. Rights of Mortgagee. A Mortgagee may enforce its rights under its Leasehold Mortgage and acquire title to the Tenant's leasehold estate in any lawful way. Subject to this Lease, including without limitation, the "Use of Premises" and "Rent" provisions hereof, and all other terms, provisions and conditions of this Lease, upon foreclosure of such Leasehold Mortgage and the Director of Airports' receipt of a copy of the final judgment confirming the sale, the successor in interest may take possession of that portion of the leasehold estate subject to the Leasehold Mortgage. During such time as the Mortgagee or any successor in interest is the owner and holder of the leasehold estate and Tenant's interest hereunder, whether by foreclosure or otherwise, such interests are subject to all of the terms, conditions and provisions of this Lease.
- D. Rights of Mortgagee to Cure. Lessor shall provide Mortgagee with a copy of any notice of default served upon Tenant by Lessor, provided that Lessor has been notified in writing of the name and address of such Mortgagee. Lessor agrees that if Tenant fails to cure such default within the time provided for in this Lease, then the Mortgagee may have an additional thirty (30) days to cure such default, or if such default cannot be cured within that time, then Mortgagee may have an additional sixty (60) days to cure such default, if within such thirty (30) days, the Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default. If Mortgagee requires possession of the Premises in order to cure the default, then Mortgagee shall have such additional reasonable time to

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obtain possession of the Premises and to then cure the default as long as Mortgagee is taking reasonable steps to obtain possession or to complete such cure.

- E. Notice of Compliance. Upon written request by Tenant, Lessor shall execute, acknowledge, and deliver to Tenant or to any Mortgagee, a written statement stating (i) whether the Lease is unmodified and is in full force and effect, and if modified, whether the modified Lease is in full force and effect, and stating the nature of the modification, (ii) whether Lessor is aware of any Default by Tenant in the performance or observance of any term or condition of this Lease, (iii) whether any notice has been given to Tenant of any Default that has not been cured (and, if so, specifying the nature of the Default) and (iv) any other information reasonably requested of Lessor.

35. Non-Discrimination.

- A. Tenant hereby covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, ("49 CFR Part 21"), and as such regulations may be amended.
- B. Tenant hereby covenants and agrees: (i) that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of the Premises on the grounds of race, color, sex, or national origin; (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, sex, or national origin; and (iii) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as such regulations may be amended.
- C. In the event of a breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of any appeal rights.
- D. Tenant shall furnish its accommodations and services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- E. Noncompliance with subsection D. above constitutes a material breach thereof and, in the event of such noncompliance, Lessor has the right to terminate this Lease without liability therefore or, at the election of Lessor or the United States, either Lessor or the United States government, or both have the right to judicially enforce the provisions of subsection D.
- F. Tenant agrees that it shall insert the above subsections A through E in any sublease agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations or services, or both to the public on the Premises.
- G. In the event Tenant employs anyone on the Premises or in connection with its activities on the Premises, Tenant assures that it will undertake an Affirmative Action program (as such term is defined by 14 CFR Part 152, Sub-part E ("Sub-part E")), as required by Sub-part E to ensure that no person is excluded from participating in any employment activities covered by Sub-part E on the grounds of race, creed, color, national origin, or sex. Tenant assures Lessor that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Sub-part E. Tenant assures Lessor that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake Affirmative Action programs, and that they will require assurances from their suborganizations, as required by Sub-part E, to undertake the same effort.

36. Operation of Airport by Lessor.

- A. Aviation Hazards. Lessor shall take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, including preventing Tenant from constructing, or permitting the construction of, any building or other structure on the Premises that, in the opinion of Lessor or the Federal Aviation Administration, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- B. Navigational Aids. Lessor reserves the right during the Term of this Lease, during any renewal and/or extension or holdover period thereof to install air navigational aids including lighting, in, on, over, under, and across the Premises. In the exercise of any of the rights hereof, Lessor shall give Tenant no less than ninety (90) days written notice of its intention to install such air navigational aids. Following installation, Lessor is responsible for the maintenance and operation of such.

37. Airport Use and Development.

- A. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance.

by [signature]

- B. Lessor reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities at the Airport, together with the right to direct and control all activities of Tenant in this regard.
- C. This Lease is subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, including but not limited to the Federal Aviation Administration, relative to the development, operation, and maintenance of the Airport.
- D. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight includes the right to cause in said airspace all noise inherent in the operation of any aircraft used for navigation or flight through said airspace, and all noise inherent in landing at, taking off from, and operations at the Airport.

38. Development of Premises.

- A. Tenant shall comply with the notification and review requirements covered by 14 CFR Part 77 of the Federal Aviation Regulations in connection with any construction, modification or alteration of any present or future building or structure situated on the Premises.
- B. Tenant may not cause or permit the construction of any structure or object, or the growth of any tree on the Premises, to exceed the established height contours. In the event the aforesaid covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at Tenant's sole cost and expense.
- C. Tenant may not use or develop the Premises in any manner that might interfere with or otherwise constitute a hazard to the landing and taking off of aircraft from the Airport or otherwise constitute a hazard (an "**Interference Hazard**"). Upon learning of any Interference Hazard, Lessor may enter upon the Premises and cause the abatement of such Interference Hazard at the sole cost and expense of Tenant.
- D. Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. § 40103) or to consent to future construction, modification or alteration.
- E. This Lease and all of its provisions are subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport by the United States during a time of war or national emergency.

39. Instrument of Transfer. This Lease shall be subordinate and subject to the provisions and requirements of the Instrument of Transfer by and between the United States and County dated the 9th day of October 1947, and recorded in Book 1137 at page 114 of Official Records of Contra Costa County, California.
40. Choice of Law. This Lease is governed by the laws of the State of California.
41. Notices. Any and all notices to be given under this Lease, or otherwise, may be served by enclosing same in a sealed envelope addressed to the party intended to receive the same, at its address set forth herein, and deposited in the United States Post Office as certified mail with postage prepaid. When so given, such notice will be effective from the third date of its mailing. Notices may also be given via a reputable overnight courier service, effective on the next business day following delivery of the notice to the courier service for next day business delivery. Unless otherwise provided in writing by the parties hereto, the address of Lessor, and the proper party to receive any such notices on its behalf, is:

Director of Airports
Contra Costa County Airports
550 Sally Ride Drive
Concord, CA 94520-5550

and the address of Tenant is:

Buchanan Field Self Storage, LP
380 Civic Drive, Suite 200C
Pleasant Hill, CA 94523
Attn: Arthur L. Lorenzini, Jr.

42. Time is of the Essence. Time is of the essence for each provision of this Lease.
43. Binding on Successors. The terms of this Lease inure to the benefit of and bind the heirs, successors, executors, administrators and assigns of the parties hereto, subject to the limitations on assignment of this Lease.
44. Invalid Provisions; Severability. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, such invalidity does not invalidate any other covenant, condition or provision of this Lease, provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Tenant in their respective rights and obligations contained in the valid covenants, conditions and provisions of this Lease.
45. Entire Agreement. This Lease and all exhibits (which are incorporated herein and made a part of this Lease by this reference) referred to in this Lease constitute the entire agreement between the parties relating to the rights herein granted and the obligations

herein assumed and supersedes all prior or contemporaneous understandings or agreements of the parties. No alterations or variations of this Lease are valid unless they are in writing and signed by Lessor and Tenant.

46. Cumulative Rights and Remedies. The rights and remedies with respect to any of the terms and conditions of this Lease are cumulative and not exclusive and are in addition to all other rights and remedies at law or in equity. Each right or remedy shall be construed to give it the fullest effect allowed in law.
47. No Third-Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer on any person, other than Lessor and Tenant and their respective successors-in-interest, any rights or remedies under or by reason of this Lease.
48. No Continuing Waiver. The waiver by Lessor of any breach of any of the terms or conditions of this Lease does not constitute a continuing waiver or a waiver of any subsequent breach of the same or of any other terms or conditions of this Lease. The receipt by Lessor of any Rent with knowledge of the breach of any term or condition of this Lease may not be deemed to be a waiver by Lessor, unless such waiver is specifically expressed in writing by the Director of Airports. No payment by Tenant or receipt by Lessor of a lesser amount than specified in this Lease may be deemed to be other than a payment on account of such Rent and may not be deemed to be a waiver of notice of termination and of forfeiture of this Lease.
49. Covenant Against Liens; Recordation Against Premises. Neither Tenant nor Lessor shall permit any mechanic's, materialman's, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Premises, or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged; provided however, that either party may contest any such lien, so long as the enforcement thereof is stayed.
50. Lease Authorization. This Lease is made and entered into by Lessor in exercise of authority as recognized in Section 25536 of the Government Code of the State of California.
51. Force Majeure. Except for monetary obligations, neither Lessor nor Tenant is responsible for delays in the performance of its obligations hereunder caused by labor disputes, acts of God, pandemic, inability to obtain labor or materials, governmental restrictions or regulations or delay in issuance of permits, enemy or hostile governmental action, civil commotion, casualty, and other causes beyond the reasonable control of Lessor or Tenant, as the case may be.

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52. Drafting Conventions. The section headings and captions of this Lease are, and the arrangement of this Lease is, for the sole convenience of the parties to this Lease. The section headings, captions, and arrangement of this Lease do not in any way affect, limit, amplify or modify the terms and provisions of this Lease.

The 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. The parties to this Lease and their counsel have read and reviewed this Lease and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Lease. The definitions in this Lease apply equally to both singular and plural forms of the terms defined.

If any date specified in this Lease as a date for taking action falls on a day that is not a business day, then that action must be taken on the next business day.

Tenant hereby represents and warrants that it is a limited partnership duly organized and validly existing under the laws of the State of California.

The parties are signing this Lease as of the Effective Date stated in the introductory paragraph.

LESSOR

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

By _____
Director of Airports

RECOMMENDED FOR APPROVAL:

By _____
Beth Lee
Assistant Director of Airports

APPROVED AS TO FORM:

By Mary Ann McNett Mason, County Counsel

By _____
Kathleen M. Andrus,
Deputy County Counsel

TENANT

Buchanan Field Self Storage, a California limited partnership

By: Its General Partner
Buchanan-Deutscher Management LLC

By: _____
Arthur L. Lorenzini, Jr.
Manager

By: _____
Graham Deutscher
Manager

by [signature]

EXHIBIT A
LEGAL DESCRIPTION

By [signature]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to in this Report is situated in the County of Contra Costa, City of Concord, State of California, and is described as follows:

Real property in the Rancho Monte del Diablo, Contra Costa County, California, being all of the parcel of land described in the Director's Deed to Contra Costa County, recorded July 21, 1995 at Series No. 95-118312, and also of the parcel of land described in the Deed to Contra Costa County, recorded July 22, 1958, in Volume 3197, at Page 346, and also a portion of the parcel of land described in the Deed to Contra Costa County, recorded August 21, 1958, in Volume 3215, at Page 100, Official Records of Contra Costa County, described as follows:

Beginning at the most Southern corner of the parcel of land described as Parcel 1 in the Deed to the State of California, recorded June 6, 1978, in Volume 8866, at Page 69, Official Records of said County; thence from the point of beginning, along the Southwesterly boundary of said Parcel 1 (8866 O.R. 69), North 48° 21' 10" West, 55.44 feet; and North 27° 17' 30" West, 50.40 feet; thence leaving said Southwesterly boundary of Parcel 1 (8866 O.R. 69), North 74° 08' 12" East, 856.34 feet to a point from which a radial line of a non- tangent curve, concave to the West, having a radius of 2,539.00 feet bears South 83° 37' 49" West; thence Southerly along the arc of said curve, through a central angle of 8° 00' 41", a distance of 355.02 feet, to a point from which a radial line of a compound curve, concave to the West, having a radius of 3,939.00 feet, bears North 88° 21' 30" West; thence Southerly along the arc of said curve, through a central angle of 0° 37' 08", a distance of 42.55 feet to a point from which a radial line of a compound curve concave to the Northwest, having a radius of 20.00 feet, bears North 87° 44' 22" West; thence Southerly, Southwesterly and Westerly along the arc of said curve, through a central angle of 83° 12' 34", a distance of 29.05 feet, to a point from which a radial line of a compound curve, concave to the North, having a radius of 451.00 feet, bears North 4° 31' 48" West; thence Westerly along the arc of said curve, through a central angle of 22° 12' 37", a distance of 174.83 feet; thence tangent to said curve, North 72° 19' 11" West, 194.01 feet; thence Northwesterly and Westerly along the arc of a tangent curve; concave to the South, having a radius of 530.00 feet, through a central angle of 34° 33' 41", a distance of 319.70 feet; thence, non-tangent to said curve, North 22° 17' 40" West, 48.91 feet to a point on the Southerly line of said Parcel 1 (8866 O.R. 69); thence along said Southerly line, South 67° 42' 20" West, 68.21 feet to the point of beginning.

APN: 125-210-012

EXHIBIT B
SITE PLAN

SITE PLAN KEY NOTES

- 1 ENTRY KEE PAD
- 2 DOT KEY PAD
- 3 ENTRY/EXIT GATE
- 4 ENTRY GATE
- 5 8'-0" HIGH DECORATIVE CHAIN LINK FENCE WITH 4'-0" HIGH ACCESS GATE
- 6 TRASH ENCLOSURE (60 CYCLES)
- 7 TRASH ENCLOSURE (20 CYCLES)
- 8 8'-0" CONCRETE SIDE WALK
- 9 8'-0" CONCRETE SIDE WALK
- 10 PAVED DRIVEWAY
- 11 PAVED DRIVEWAY
- 12 LANDSCAPED AREA
- 13 PROPERTY LINE
- 14 FLAG POLE
- 15 BICYCLE RACK, SEE DETAIL
- 16 TRANSFORMER
- 17 EDGE OF PAVEMENT
- 18 FIRE STATION SIGN LOCATION
- 19 FIRE TRUCK TURNING RADIUS - SEE CIVIL PLAN
- 20 DRIVE PARALLEL PARKING
- 21 NOT LINED
- 22 BOLLARD
- 23 GATE MOTOR
- 24 TV CABLE STATION, SEE ELECTRICAL



**VALLI
ARCHITECTURAL
GROUP**

1014 COWLEY CIRCLE, SUITE D
CONCORD, CA 94523
PHONE: 925/813-4111
FAX: 925/813-4112

For more information, please visit our website at
www.valliarch.com or call us at 925/813-4111.
We are a full-service architectural firm with
experience in all phases of the design process.
Our team includes architects, engineers, and
planners, all working together to create
innovative and sustainable solutions for
your business.

CLIENT
**CLAREMONT
HOMES, INC.**

380 CIVIC DRIVE, STE 200-C
PLEASANT HILL, CA
94523

(510) 821-0112

PROJECT TITLE
**CONCORD
AIRPORT
SELF STORAGE**

SOLANO WAY & MARSH DR.
CONCORD, CA

SHEET TITLE

SITE PLAN

DATE	BY	CHKD	APPD
10/11/21	AV		
10/11/21	AV		
10/11/21	AV		
10/11/21	AV		
10/11/21	AV		
10/11/21	AV		
10/11/21	AV		
10/11/21	AV		
10/11/21	AV		

DRAWN/CHKD BY: AV

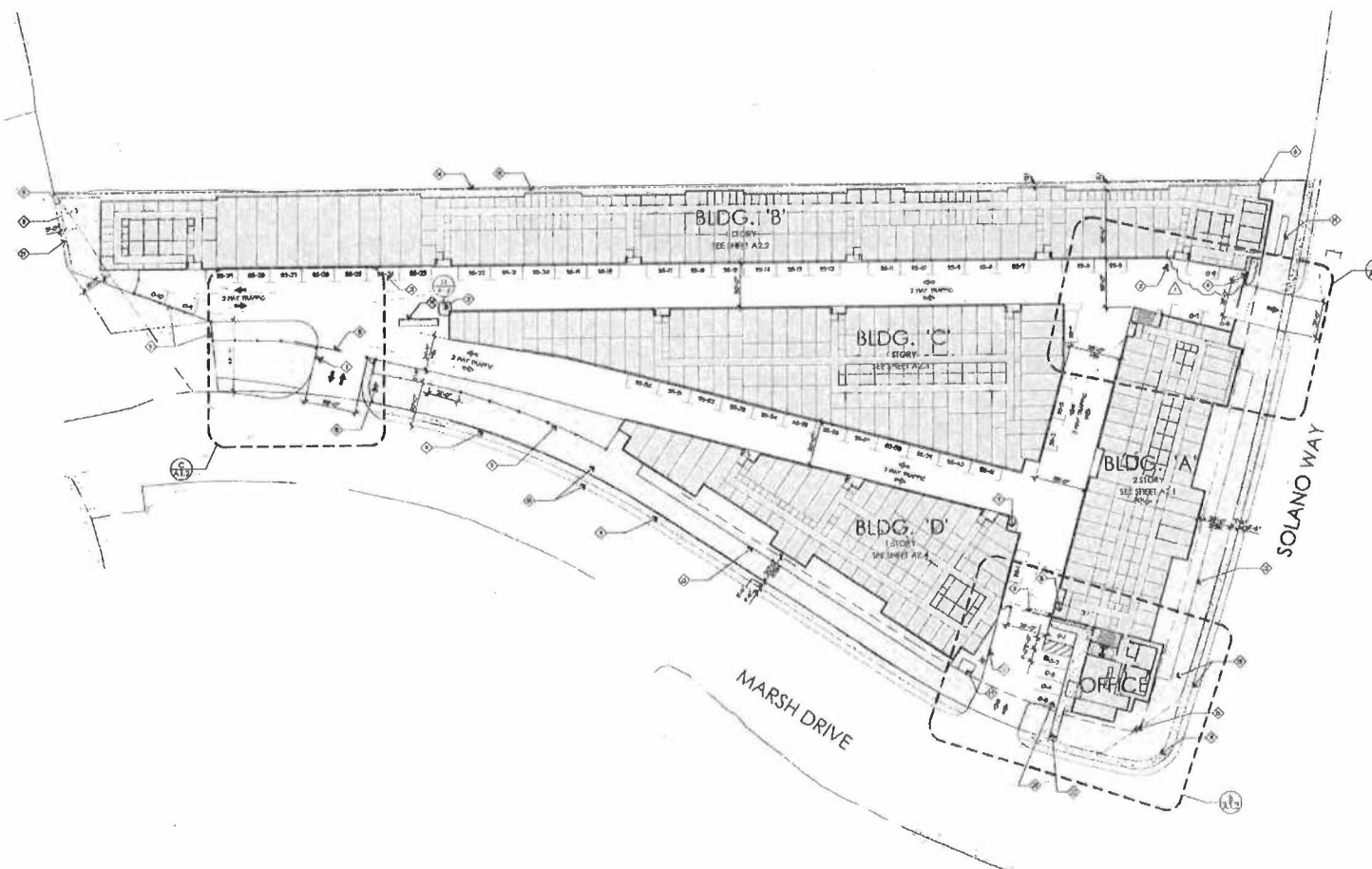
DATE: 10/11/21

JOB NO.: 2019-070

SHEET NUMBER

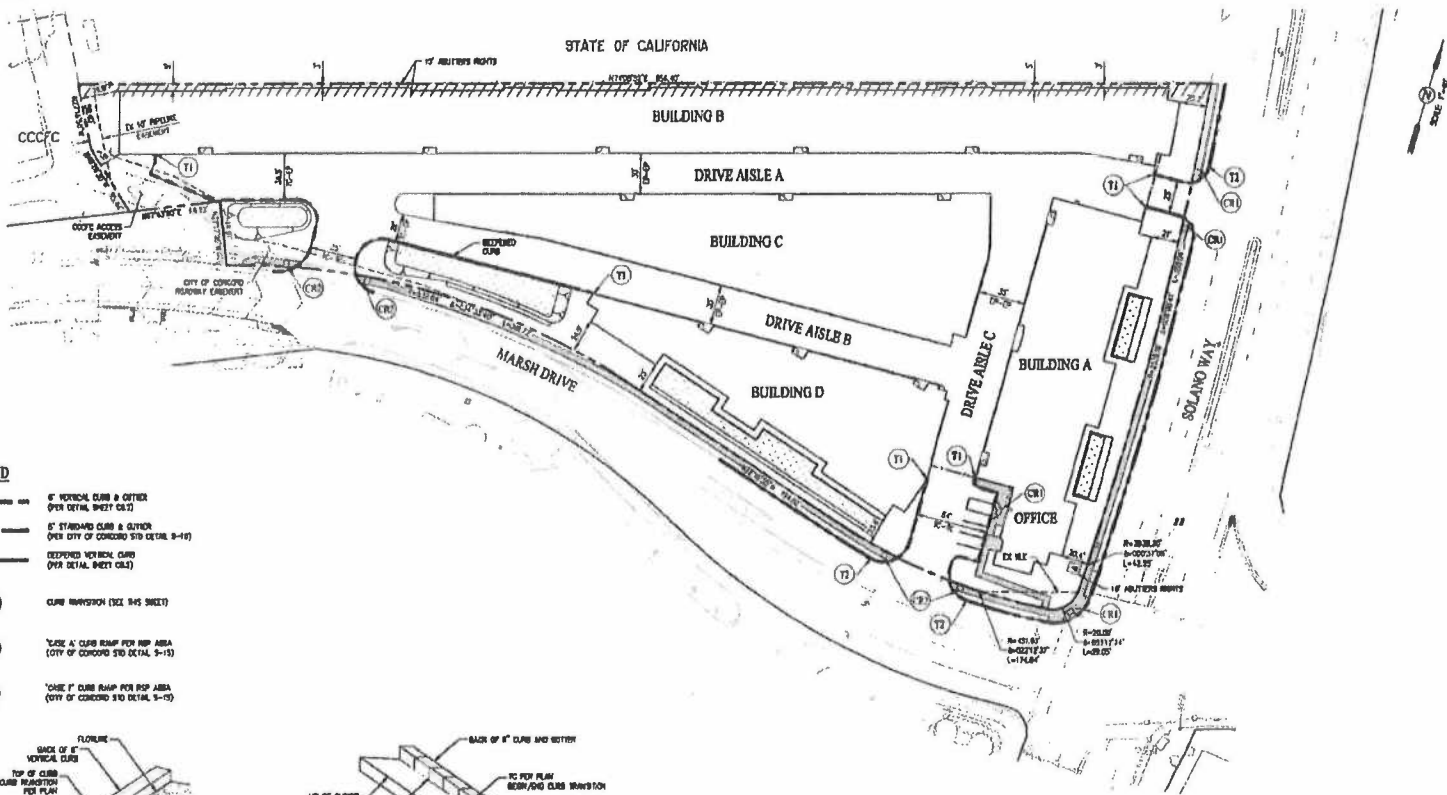
A1.1

STATE HWY 4



SITE PLAN





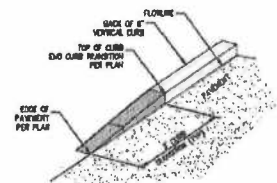
6" VERTICAL CLASP & CATCHER
(PER DETAIL SHEET C-2)

6" STANDARD CLASP & CATCHER
(PER CITY OF CONCORD STD DETAIL 9-10)

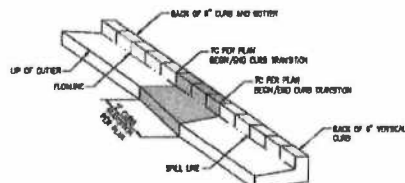
DEEPENED VERTICAL CLASP
(PER DETAIL SHEET C-1)

 CRI

CP2



CURB TRANSITION DETAIL
(6" VERTICAL TO EDOB OF PAVEMENT)



CURB TRANSITION DETAIL
(6" STANDARD CURB & GUTTER TO 6" VERTICAL)

OVERALL SITE PLAN

SCALE: 1" = 40'

PRELIMINARY PLANS
NOT FOR CONSTRUCTION



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NS
CONTRA COSTA COUNTY
CALIFORNIA

IMPROVEMENT PLANS

OVERALL SITE PLAN

CONCLUSIONS

PISTON NUMBER
C1.0
OF 23
KING NUMBER
3493-000

REVIEWED BY: CITY OF CONCORD
FOR THE CITY ENGINEER DATE
PRINT # 06-48082

EXHIBIT C
ENVIRONMENTAL REPORT



environmental service

by Papineau

December 30, 2021

Mr. Mike Conley
Claremont Homes, Inc.
380 Civic Drive Suite 200C
Pleasant Hill, CA 94523

sent via email to mike@Claremontco.com

Subject: Pre-Construction Soil Chemistry Screening of 4.53 Acres of Land (APN 125-210-012) along Solano Way between State Highway 4 and Marsh Drive in Concord, California (ES Project 2019-011.01)

Dear Mike:

Sixteen (16) soil samples were collected on December 15, 2021, using a hand auger. Samples were transferred to 8-ounce wide-mouth jars provided by the test laboratory, McCampbell Analytical, Inc. Four (4) samples for analysis of volatile organic compounds were collected in EnCore 5-gram samplers at locations A3, B2, C3, and D1.

Figure 1 illustrates the soil sample locations, which have been marked in the field with white PVC stakes. Locations of samples were selected for coverage of the site and were randomized. Sampling was not targeted on any particular area or feature. Sample depth was near-surface for all sixteen soil samples, in the depth interval 0.5 to 1 foot below grade surface (fbgs).

Each sample container was labeled with a unique field point identifier A1 through A4, B1 through B4, C1 through C4, or D1 through D4. For example, PRE-S-D1-1.0 refers to soil sample collected at field point D1, at an approximate depth of 1 fbgs, which is the depth at bottom of sample. PRE-S-D1-voc refers to the soil sample collected at field point D1 in a 5-gram EnCore sampler, which was submitted for analysis of volatile organic compounds only.

Samples were transported to McCampbell Analytical on December 16, 2021, under a Sample Chain-of-Custody. Instructions were provided on the Sample Chain-of-Custody in regard to compositing and target analytes, which include CAM17 metals, Total Petroleum Hydrocarbons (TPH) multi-range, and Volatile Organic Compounds (VOCs).

With the exception of the four samples intended for analysis of VOCs only and four additional samples re-logged for testing as discrete samples for lead only, sample composites were formed by the laboratory. Four (4) samples were combined at the laboratory to form each composite sample. Each composite sample was tested in accordance with U.S. EPA Methods as follows:

- CAM17 metals: Extraction Method 3050B/Analytical Method 6020
- TPH-diesel and motor oil- range: Extraction Method 3550B/Analytical Method 8015B
- TPH-gasoline range: Extraction Method 5035/Analytical Method 8021B/8015Bm

Each discrete sample PRE-S-A3-voc, PRE-S-B2-voc, PRE-S-C3-voc, and PRE-S-D1-voc collected in a 5-gram EnCore sampler was tested separately for Volatile Organic Compounds, using Extraction Method 5035 and Analytical Method 8260B. Samples PRE-S-A1-1.0, PRE-S-



**Solano Way between State Highway 4 and Marsh Drive
Concord, California (ES Project 2019-011.01)**

A2-0.7, PRE-S-A3-1.0, and PRE-S-A4-0.8 were re-logged and tested as discrete samples for lead only.

Test Results. Table 1 summarizes test results for metals, TPH, and VOCs. Metals test results indicate that any excess soil could be disposed as non-hazardous, Class III sanitary waste. Metals test results also are within California Regional Water Quality Control Board's (RWQCB) environmental screening levels (ESLs) for unrestricted (residential) land use, with the exception of sample PRE-S-A4-0.8 and arsenic. Reported arsenic levels are consistent with normally-occurring background levels of arsenic.

Among the samples re-logged for testing as individual samples for lead only, sample PRE-S-A4-0.8 was reported to have a lead concentration of 260 mg/Kg. The RWQCB's lead ESLs are 80 mg/Kg for unrestricted land use, 160 mg/Kg for construction worker health, and 320 mg/Kg for commercial or industrial land use. Lead concentrations, therefore, are consistent with the contemplated use of the site for a self-storage facility. Worker health and safety can be assured under a routine Worker Health & Safety Plan.

Composite sample PRE-S-A1/A2/A3/A4 was additionally tested for leachable lead using the California Waste Extraction Test (WET). The reported WET lead concentration was reported to be 2.5 mg/L. This level is lower than the Title 22 Soluble Threshold Limit Concentration (STLC), which is 5 mg/L. Reported test results are less than the Title 22 Total Threshold Limit Concentrations (TTLCs) and STLCs. Therefore, test results are consistent with non-hazardous waste profile characteristics.

For landfill disposal, many local landfills do not have limits for diesel-range and oil-range TPH. However, depending on the landfill, testing of aquatic toxicity may be required if significant TPH is present. As a practical matter, soil containing more than 50 mg/Kg as gasoline-range TPH (TPH-g) is regulated by Regulation 8, Rule 40, of the Bay Area Air Quality Management District, which limits allowable daily aeration of such soil. Soil containing TPH-g at 100-500 mg/Kg, or over, could be rejected by a landfill operator for odor. Test results indicate no detectable concentrations of VOCs at or above laboratory reporting limits and less-than-significant TPH concentrations that are well below these practical trigger limits.

Quality Assurance. The Quality Control Report indicates that results were generally within quality assurance criteria. Laboratory Control Samples were tested for each analyte and were within percentage recovery limits. Relative Percent Difference (RPD), reported for each analyte as a means of measuring reproducibility, were within RPD limits with a minor exception for 4-methyl-2-pentanone (MIBK) for which the RPD was just over 30%.

Thank you for the opportunity to provide this service to Claremont Homes Inc. If you have any questions or require clarifications, please contact me directly at (510) 331-5749 or by email.

Sincerely,

Marc Papineau
Environmental Assessor
Project Manager

Attachments: Figure 1, Table 1, Laboratory Analytical Report



KEY



Shallow soil sample location
collected on December 15, 2021
0.5-1 fbg



1974 alignment of Highway 4
and Solano Way

Figure 1 Soil Sample Locations

SR4-Solano Way
Concord, California



TABLE 1
Soil Test Results

SR4-Solano Way in Concord, California, Sampled on December 15, 2021

Inorganic Metals	Waste Criteria			Soil Sample Bulk Concentrations (mg/Kg)				ESL-2019 Table S-1 (mg/Kg)
	STLC (mg/L)	TCLP (mg/L)	TTLC (mg/Kg)	PRE-S- A1/A2/A3/A4	PRE-S- B1/B2/B3/B4	PRE-S- C1/C2/C3/C4	PRE-S- D1/D2/D3/D4	
Antimony	15	---	500	ND (<0.50)	ND (<0.50)	ND (<0.50)	ND (<0.50)	11
Arsenic	5.0	5.0	500	4.6	3.6	4.7	4.3	0.067
Barium	100	100	10,000	98	83	92	83	15,000
Beryllium	0.75	---	75	ND (<0.50)	ND (<0.50)	0.50	ND (<0.50)	16
Cadmium	1.0	1.0	100	ND (<0.50)	ND (<0.50)	ND (<0.50)	ND (<0.50)	78
Chromium	5	5	2500	30	28	28	27	120,000 (III)
Cobalt	80	---	8000	9.8	8.4	9.3	8.4	23
Copper	25	---	2500	24	18	18	18	3,100
Lead	See below	See below	1000	70	9.1	5.7	11	80
Lead [WET]	[5.0]	---	---	2.5	NA	NA	NA	NA
Lead {TCLP}	---	{5.0}	---	<5	NA	NA	NA	NA
Mercury	0.2	0.2	20	0.053	ND (<0.050)	ND (<0.050)	ND (<0.050)	13
Molybdenum	350	---	3500	ND (<0.50)	ND (<0.50)	ND (<0.50)	ND (<0.50)	390
Nickel	20	---	2000	26	21	17	16	820
Selenium	1.0	1.0	100	ND (<0.50)	0.55	ND (<0.50)	ND (<0.50)	390
Silver	5	5	500	ND (<0.50)	ND (<0.50)	ND (<0.50)	ND (<0.50)	390
Thallium	7.0	---	700	ND (<0.50)	ND (<0.50)	ND (<0.50)	ND (<0.50)	0.78
Vanadium	24	---	2400	64	55	55	50	390
Zinc	250	---	5000	69	50	56	52	23,000
Petroleum Organics								
TPH-d (C10-23)	---	---	15,000*	ND (<2.0)	ND (<2.0)	7.3	ND (<2.0)	260
TPH-mo (C18-36)	---	---	15,000*	15	ND (<10)	49	ND (<10)	12,000
TPH-g (C6-12)	---	---	50*	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	430
Volatile Organics				PRE-S-A3-voc	PRE-S-B2-voc	PRE-S-C3-voc	PRE-S-D1-voc	---
VOCs	---	---	---	none reported	none reported	none reported	none reported	varies

NOTES:

* a practical trigger limit, not a TTLC [] WET result for lead (mg/L) RED font denotes a California hazardous waste GREEN font denotes a non-California hazardous waste
 NA Not analyzed or not applicable. Lead levels were so low that three of the four composite samples pass California WET due to 10-to-1 dilution and all four composite samples pass the federal TCLP due to 20-to-1 dilution, which are inherent in the WET and TCLP test procedures. SOURCE: McCampbell Analytical, December 30, 2021



McC Campbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2112981

Report Created for: Environmental Service

5789 Gold Creek Drive
Castro Valley, CA 94552

Project Contact: Marc Papineau

Project P.O.:

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Project Received: 12/16/2021

Analytical Report reviewed & approved for release on 12/30/2021 by:

Angela Rydelius
Laboratory Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current NELAP standards, where applicable, unless otherwise stated in a case narrative.





Glossary of Terms & Qualifier Definitions

Client: Environmental Service

WorkOrder: 2112981

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LQL	Lowest Quantitation Level
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TZA	TimeZone Net Adjustment for sample collected outside of MAI's UTC.
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)



McC Campbell Analytical, Inc.

"When Quality Counts"

1534 Willow Pass Road, Pittsburg, CA 94565-1701
Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
<http://www.mcccampbell.com> / E-mail: main@mcccampbell.com

Glossary of Terms & Qualifier Definitions

Client: Environmental Service

WorkOrder: 2112981

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Analytical Qualifiers

- a9 Reporting limit near, but not identical to, our standard reporting limit due to variable Encore, Terracore, or Solid sample weight.
- e2 Diesel range compounds are detected; no recognizable pattern.
- e7 Oil range compounds are detected.

Quality Control Qualifiers

- F2 LCS/LCSD recovery and/or RPD/RSD is out of acceptance criteria.



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A3-voc	2112981-001B	Soil	12/15/2021 15:57	GC16 12262109.D	235775

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	0.32	1	12/26/2021 12:24
tert-Amyl methyl ether (TAME)	ND	0.0081	1	12/26/2021 12:24
Benzene	ND	0.0081	1	12/26/2021 12:24
Bromobenzene	ND	0.0081	1	12/26/2021 12:24
Bromochloromethane	ND	0.0081	1	12/26/2021 12:24
Bromodichloromethane	ND	0.0016	1	12/26/2021 12:24
Bromoform	ND	0.0081	1	12/26/2021 12:24
Bromomethane	ND	0.0081	1	12/26/2021 12:24
2-Butanone (MEK)	ND	0.081	1	12/26/2021 12:24
t-Butyl alcohol (TBA)	ND	0.081	1	12/26/2021 12:24
n-Butyl benzene	ND	0.0081	1	12/26/2021 12:24
sec-Butyl benzene	ND	0.0081	1	12/26/2021 12:24
tert-Butyl benzene	ND	0.0081	1	12/26/2021 12:24
Carbon Disulfide	ND	0.0081	1	12/26/2021 12:24
Carbon Tetrachloride	ND	0.0081	1	12/26/2021 12:24
Chlorobenzene	ND	0.0081	1	12/26/2021 12:24
Chloroethane	ND	0.0081	1	12/26/2021 12:24
Chloroform	ND	0.0081	1	12/26/2021 12:24
Chloromethane	ND	0.0081	1	12/26/2021 12:24
2-Chlorotoluene	ND	0.0081	1	12/26/2021 12:24
4-Chlorotoluene	ND	0.0081	1	12/26/2021 12:24
Dibromochloromethane	ND	0.0081	1	12/26/2021 12:24
1,2-Dibromo-3-chloropropane	ND	0.00081	1	12/26/2021 12:24
1,2-Dibromoethane (EDB)	ND	0.00040	1	12/26/2021 12:24
Dibromomethane	ND	0.0081	1	12/26/2021 12:24
1,2-Dichlorobenzene	ND	0.0081	1	12/26/2021 12:24
1,3-Dichlorobenzene	ND	0.0081	1	12/26/2021 12:24
1,4-Dichlorobenzene	ND	0.0081	1	12/26/2021 12:24
Dichlorodifluoromethane	ND	0.0081	1	12/26/2021 12:24
1,1-Dichloroethane	ND	0.0081	1	12/26/2021 12:24
1,2-Dichloroethane (1,2-DCA)	ND	0.00040	1	12/26/2021 12:24
1,1-Dichloroethene	ND	0.0081	1	12/26/2021 12:24
cis-1,2-Dichloroethene	ND	0.0081	1	12/26/2021 12:24
trans-1,2 Dichloroethene	ND	0.0081	1	12/26/2021 12:24
1,2-Dichloropropane	ND	0.0081	1	12/26/2021 12:24
1,3-Dichloropropane	ND	0.0081	1	12/26/2021 12:24
2,2-Dichloropropane	ND	0.0081	1	12/26/2021 12:24

(Cont.)



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A3-voc	2112981-001B	Soil	12/15/2021 15:57	GC16 12262109.D	235775
Analytes	Result	RL	DF	Date Analyzed	
1,1-Dichloropropene	ND	0.0081	1	12/26/2021 12:24	
cis-1,3-Dichloropropene	ND	0.0081	1	12/26/2021 12:24	
trans-1,3-Dichloropropene	ND	0.0081	1	12/26/2021 12:24	
Diisopropyl ether (DIPE)	ND	0.0081	1	12/26/2021 12:24	
Ethylbenzene	ND	0.0081	1	12/26/2021 12:24	
Ethyl tert-butyl ether (ETBE)	ND	0.0081	1	12/26/2021 12:24	
Freon 113	ND	0.0081	1	12/26/2021 12:24	
Hexachlorobutadiene	ND	0.0081	1	12/26/2021 12:24	
Hexachloroethane	ND	0.0081	1	12/26/2021 12:24	
2-Hexanone	ND	0.0081	1	12/26/2021 12:24	
Isopropylbenzene	ND	0.0081	1	12/26/2021 12:24	
4-Isopropyl toluene	ND	0.0081	1	12/26/2021 12:24	
Methyl-t-butyl ether (MTBE)	ND	0.0081	1	12/26/2021 12:24	
Methylene chloride	ND	0.032	1	12/26/2021 12:24	
4-Methyl-2-pentanone (MIBK)	ND	0.0081	1	12/26/2021 12:24	
Naphthalene	ND	0.0081	1	12/26/2021 12:24	
n-Propyl benzene	ND	0.0081	1	12/26/2021 12:24	
Styrene	ND	0.0081	1	12/26/2021 12:24	
1,1,1,2-Tetrachloroethane	ND	0.0081	1	12/26/2021 12:24	
1,1,2,2-Tetrachloroethane	ND	0.0081	1	12/26/2021 12:24	
Tetrachloroethene	ND	0.0081	1	12/26/2021 12:24	
Toluene	ND	0.0081	1	12/26/2021 12:24	
1,2,3-Trichlorobenzene	ND	0.0081	1	12/26/2021 12:24	
1,2,4-Trichlorobenzene	ND	0.0081	1	12/26/2021 12:24	
1,1,1-Trichloroethane	ND	0.0081	1	12/26/2021 12:24	
1,1,2-Trichloroethane	ND	0.0081	1	12/26/2021 12:24	
Trichloroethene	ND	0.0081	1	12/26/2021 12:24	
Trichlorofluoromethane	ND	0.0081	1	12/26/2021 12:24	
1,2,3-Trichloropropane	ND	0.00040	1	12/26/2021 12:24	
1,2,4-Trimethylbenzene	ND	0.0081	1	12/26/2021 12:24	
1,3,5-Trimethylbenzene	ND	0.0081	1	12/26/2021 12:24	
Vinyl Chloride	ND	0.00040	1	12/26/2021 12:24	
m,p-Xylene	ND	0.0081	1	12/26/2021 12:24	
o-Xylene	ND	0.0081	1	12/26/2021 12:24	
Xylenes, Total	ND	0.0081	1	12/26/2021 12:24	

(Cont.)



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Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
<http://www.mcccampbell.com> / E-mail: main@mcccampbell.com

Analytical Report

Client: Environmental Service

Date Received: 12/16/2021 16:40

Date Prepared: 12/16/2021

Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981

Extraction Method: SW5035

Analytical Method: SW8260B

Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A3-voc	2112981-001B	Soil	12/15/2021 15:57	GC16 12262109.D	235775

Analytes	Result	RL	DF	Date Analyzed
<u>Surrogates</u>	<u>REC (%)</u>	<u>Limits</u>		
Dibromofluoromethane	87	70-140		12/26/2021 12:24
Toluene-d8	93	70-140		12/26/2021 12:24
4-BFB	97	70-140		12/26/2021 12:24
Benzene-d6	82	50-140		12/26/2021 12:24
Ethylbenzene-d10	94	50-140		12/26/2021 12:24
1,2-DCB-d4	79	40-140		12/26/2021 12:24

Analyst(s): KF

Analytical Comments: a9

(Cont.)

CA ELAP 1644 • NELAP 4033ORELAP



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B2-voc	2112981-002B	Soil	12/15/2021 15:29	GC16 12262110.D	235775
Analytes	Result	RL	DF	Date Analyzed	
Acetone	ND	0.37	1	12/26/2021 13:05	
tert-Amyl methyl ether (TAME)	ND	0.0093	1	12/26/2021 13:05	
Benzene	ND	0.0093	1	12/26/2021 13:05	
Bromobenzene	ND	0.0093	1	12/26/2021 13:05	
Bromochloromethane	ND	0.0093	1	12/26/2021 13:05	
Bromodichloromethane	ND	0.0019	1	12/26/2021 13:05	
Bromoform	ND	0.0093	1	12/26/2021 13:05	
Bromomethane	ND	0.0093	1	12/26/2021 13:05	
2-Butanone (MEK)	ND	0.093	1	12/26/2021 13:05	
t-Butyl alcohol (TBA)	ND	0.093	1	12/26/2021 13:05	
n-Butyl benzene	ND	0.0093	1	12/26/2021 13:05	
sec-Butyl benzene	ND	0.0093	1	12/26/2021 13:05	
tert-Butyl benzene	ND	0.0093	1	12/26/2021 13:05	
Carbon Disulfide	ND	0.012	1	12/26/2021 13:05	
Carbon Tetrachloride	ND	0.0093	1	12/26/2021 13:05	
Chlorobenzene	ND	0.0093	1	12/26/2021 13:05	
Chloroethane	ND	0.0093	1	12/26/2021 13:05	
Chloroform	ND	0.0093	1	12/26/2021 13:05	
Chloromethane	ND	0.0093	1	12/26/2021 13:05	
2-Chlorotoluene	ND	0.0093	1	12/26/2021 13:05	
4-Chlorotoluene	ND	0.0093	1	12/26/2021 13:05	
Dibromochloromethane	ND	0.0093	1	12/26/2021 13:05	
1,2-Dibromo-3-chloropropane	ND	0.00093	1	12/26/2021 13:05	
1,2-Dibromoethane (EDB)	ND	0.00046	1	12/26/2021 13:05	
Dibromomethane	ND	0.0093	1	12/26/2021 13:05	
1,2-Dichlorobenzene	ND	0.0093	1	12/26/2021 13:05	
1,3-Dichlorobenzene	ND	0.0093	1	12/26/2021 13:05	
1,4-Dichlorobenzene	ND	0.0093	1	12/26/2021 13:05	
Dichlorodifluoromethane	ND	0.0093	1	12/26/2021 13:05	
1,1-Dichloroethane	ND	0.0093	1	12/26/2021 13:05	
1,2-Dichloroethane (1,2-DCA)	ND	0.00046	1	12/26/2021 13:05	
1,1-Dichloroethene	ND	0.0093	1	12/26/2021 13:05	
cis-1,2-Dichloroethene	ND	0.0093	1	12/26/2021 13:05	
trans-1,2-Dichloroethene	ND	0.0093	1	12/26/2021 13:05	
1,2-Dichloropropane	ND	0.0093	1	12/26/2021 13:05	
1,3-Dichloropropane	ND	0.0093	1	12/26/2021 13:05	
2,2-Dichloropropane	ND	0.0093	1	12/26/2021 13:05	

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B2-voc	2112981-002B	Soil	12/15/2021 15:29	GC10 12202110.D	235775
Analytes	Result	RL	DF	Date Analyzed	
1,1-Dichloropropene	ND	0.0093	1	12/26/2021 13:05	
cis-1,3-Dichloropropene	ND	0.0093	1	12/26/2021 13:05	
trans-1,3-Dichloropropene	ND	0.0093	1	12/26/2021 13:05	
Diisopropyl ether (DIPE)	ND	0.0093	1	12/26/2021 13:05	
Ethylbenzene	ND	0.0093	1	12/26/2021 13:05	
Ethyl tert-butyl ether (ETBE)	ND	0.0093	1	12/26/2021 13:05	
Freon 113	ND	0.0093	1	12/26/2021 13:05	
Hexachlorobutadiene	ND	0.0093	1	12/26/2021 13:05	
Hexachloroethane	ND	0.0093	1	12/26/2021 13:05	
2-Hexanone	ND	0.0093	1	12/26/2021 13:05	
Isopropylbenzene	ND	0.0093	1	12/26/2021 13:05	
4-Isopropyl toluene	ND	0.0093	1	12/26/2021 13:05	
Methyl-t-butyl ether (MTBE)	ND	0.0093	1	12/26/2021 13:05	
Methylene chloride	ND	0.037	1	12/26/2021 13:05	
4-Methyl-2-pentanone (MIBK)	ND	0.0093	1	12/26/2021 13:05	
Naphthalene	ND	0.0093	1	12/26/2021 13:05	
n-Propyl benzene	ND	0.0093	1	12/26/2021 13:05	
Styrene	ND	0.0093	1	12/26/2021 13:05	
1,1,1,2-Tetrachloroethane	ND	0.0093	1	12/26/2021 13:05	
1,1,2,2-Tetrachloroethane	ND	0.0093	1	12/26/2021 13:05	
Tetrachloroethene	ND	0.0093	1	12/26/2021 13:05	
Toluene	ND	0.0093	1	12/26/2021 13:05	
1,2,3-Trichlorobenzene	ND	0.0093	1	12/26/2021 13:05	
1,2,4-Trichlorobenzene	ND	0.0093	1	12/26/2021 13:05	
1,1,1-Trichloroethane	ND	0.0093	1	12/26/2021 13:05	
1,1,2-Trichloroethane	ND	0.0093	1	12/26/2021 13:05	
Trichloroethene	ND	0.0093	1	12/26/2021 13:05	
Trichlorofluoromethane	ND	0.0093	1	12/26/2021 13:05	
1,2,3-Trichloropropane	ND	0.00046	1	12/26/2021 13:05	
1,2,4-Trimethylbenzene	ND	0.0093	1	12/26/2021 13:05	
1,3,5-Trimethylbenzene	ND	0.0093	1	12/26/2021 13:05	
Vinyl Chloride	ND	0.00046	1	12/26/2021 13:05	
m,p-Xylene	ND	0.0093	1	12/26/2021 13:05	
o-Xylene	ND	0.0093	1	12/26/2021 13:05	
Xylenes, Total	ND	0.0093	1	12/26/2021 13:05	

(Cont.)

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B2-voc	2112981-002B	Soil	12/15/2021 15:29	GC16 12262110.D	235775
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
Dibromofluoromethane	90		70-140		12/26/2021 13:05
Toluene-d8	93		70-140		12/26/2021 13:05
4-BFB	96		70-140		12/26/2021 13:05
Benzene-d6	88		50-140		12/26/2021 13:05
Ethylbenzene-d10	98		50-140		12/26/2021 13:05
1,2-DCB-d4	80		40-140		12/26/2021 13:05
<u>Analyst(s):</u> KF	<u>Analytical Comments:</u> a9				

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
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Project: 2019-011.01; Concord Airport Self Storage
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WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C3-voc	2112981-003B	Soil	12/15/2021 14:48	GC16 12262111.D	235775

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	0.33	1	12/26/2021 13:44
tert-Amyl methyl ether (TAME)	ND	0.0081	1	12/26/2021 13:44
Benzene	ND	0.0081	1	12/26/2021 13:44
Bromobenzene	ND	0.0081	1	12/26/2021 13:44
Bromochloromethane	ND	0.0081	1	12/26/2021 13:44
Bromodichloromethane	ND	0.0016	1	12/26/2021 13:44
Bromoform	ND	0.0081	1	12/26/2021 13:44
Bromomethane	ND	0.0081	1	12/26/2021 13:44
2-Butanone (MEK)	ND	0.081	1	12/26/2021 13:44
t-Butyl alcohol (TBA)	ND	0.081	1	12/26/2021 13:44
n-Butyl benzene	ND	0.0081	1	12/26/2021 13:44
sec-Butyl benzene	ND	0.0081	1	12/26/2021 13:44
tert-Butyl benzene	ND	0.0081	1	12/26/2021 13:44
Carbon Disulfide	ND	0.0088	1	12/26/2021 13:44
Carbon Tetrachloride	ND	0.0081	1	12/26/2021 13:44
Chlorobenzene	ND	0.0081	1	12/26/2021 13:44
Chloroethane	ND	0.0081	1	12/26/2021 13:44
Chloroform	ND	0.0081	1	12/26/2021 13:44
Chloromethane	ND	0.0081	1	12/26/2021 13:44
2-Chlorotoluene	ND	0.0081	1	12/26/2021 13:44
4-Chlorotoluene	ND	0.0081	1	12/26/2021 13:44
Dibromochloromethane	ND	0.0081	1	12/26/2021 13:44
1,2-Dibromo-3-chloropropane	ND	0.00081	1	12/26/2021 13:44
1,2-Dibromoethane (EDB)	ND	0.00041	1	12/26/2021 13:44
Dibromomethane	ND	0.0081	1	12/26/2021 13:44
1,2-Dichlorobenzene	ND	0.0081	1	12/26/2021 13:44
1,3-Dichlorobenzene	ND	0.0081	1	12/26/2021 13:44
1,4-Dichlorobenzene	ND	0.0081	1	12/26/2021 13:44
Dichlorodifluoromethane	ND	0.0081	1	12/26/2021 13:44
1,1-Dichloroethane	ND	0.0081	1	12/26/2021 13:44
1,2-Dichloroethane (1,2-DCA)	ND	0.00041	1	12/26/2021 13:44
1,1-Dichloroethene	ND	0.0081	1	12/26/2021 13:44
cis-1,2-Dichloroethene	ND	0.0081	1	12/26/2021 13:44
trans-1,2-Dichloroethene	ND	0.0081	1	12/26/2021 13:44
1,2-Dichloropropane	ND	0.0081	1	12/26/2021 13:44
1,3-Dichloropropane	ND	0.0081	1	12/26/2021 13:44
2,2-Dichloropropane	ND	0.0081	1	12/26/2021 13:44

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C3-voc	2112981-003B	Soil	12/15/2021 14:48	GC16 12262111.D	235775
Analytes	Result	RL	DF	Date Analyzed	
1,1-Dichloropropene	ND	0.0081	1	12/26/2021 13:44	
cis-1,3-Dichloropropene	ND	0.0081	1	12/26/2021 13:44	
trans-1,3-Dichloropropene	ND	0.0081	1	12/26/2021 13:44	
Diisopropyl ether (DIPE)	ND	0.0081	1	12/26/2021 13:44	
Ethylbenzene	ND	0.0081	1	12/26/2021 13:44	
Ethyl tert-butyl ether (ETBE)	ND	0.0081	1	12/26/2021 13:44	
Freon 113	ND	0.0081	1	12/26/2021 13:44	
Hexachlorobutadiene	ND	0.0081	1	12/26/2021 13:44	
Hexachloroethane	ND	0.0081	1	12/26/2021 13:44	
2-Hexanone	ND	0.0081	1	12/26/2021 13:44	
Isopropylbenzene	ND	0.0081	1	12/26/2021 13:44	
4-Isopropyl toluene	ND	0.0081	1	12/26/2021 13:44	
Methyl-t-butyl ether (MTBE)	ND	0.0081	1	12/26/2021 13:44	
Methylene chloride	ND	0.033	1	12/26/2021 13:44	
4-Methyl-2-pentanone (MIBK)	ND	0.0081	1	12/26/2021 13:44	
Naphthalene	ND	0.0081	1	12/26/2021 13:44	
n-Propyl benzene	ND	0.0081	1	12/26/2021 13:44	
Styrene	ND	0.0081	1	12/26/2021 13:44	
1,1,1,2-Tetrachloroethane	ND	0.0081	1	12/26/2021 13:44	
1,1,2,2-Tetrachloroethane	ND	0.0081	1	12/26/2021 13:44	
Tetrachloroethene	ND	0.0081	1	12/26/2021 13:44	
Toluene	ND	0.0081	1	12/26/2021 13:44	
1,2,3-Trichlorobenzene	ND	0.0081	1	12/26/2021 13:44	
1,2,4-Trichlorobenzene	ND	0.0081	1	12/26/2021 13:44	
1,1,1-Trichloroethane	ND	0.0081	1	12/26/2021 13:44	
1,1,2-Trichloroethane	ND	0.0081	1	12/26/2021 13:44	
Trichloroethene	ND	0.0081	1	12/26/2021 13:44	
Trichlorofluoromethane	ND	0.0081	1	12/26/2021 13:44	
1,2,3-Trichloropropane	ND	0.00041	1	12/26/2021 13:44	
1,2,4-Trimethylbenzene	ND	0.0081	1	12/26/2021 13:44	
1,3,5-Trimethylbenzene	ND	0.0081	1	12/26/2021 13:44	
Vinyl Chloride	ND	0.00041	1	12/26/2021 13:44	
m,p-Xylene	ND	0.0081	1	12/26/2021 13:44	
o-Xylene	ND	0.0081	1	12/26/2021 13:44	
Xylenes, Total	ND	0.0081	1	12/26/2021 13:44	

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C3-voc	2112981-003B	Soil	12/15/2021 14:48	GC16 12262111.D	235775

Analytes	Result	RL	DF	Date Analyzed
<u>Surrogates</u>	<u>REC (%)</u>	<u>Limits</u>		
Dibromofluoromethane	86	70-140		12/26/2021 13:44
Toluene-d8	95	70-140		12/26/2021 13:44
4-BFB	97	70-140		12/26/2021 13:44
Benzene-d6	92	50-140		12/26/2021 13:44
Ethylbenzene-d10	109	50-140		12/26/2021 13:44
1,2-DCB-d4	85	40-140		12/26/2021 13:44

Analyst(s): KF

Analytical Comments: a9

(Cont.)

CA ELAP 1644 • NELAP 4033ORELAP



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1-voc	2112981-004B	Soil	12/15/2021 13:51	GC16 12262112.D	235775
Analytes	Result	RL	DF	Date Analyzed	
Acetone	ND	0.49	1	12/26/2021 14:24	
tert-Amyl methyl ether (TAME)	ND	0.012	1	12/26/2021 14:24	
Benzene	ND	0.012	1	12/26/2021 14:24	
Bromobenzene	ND	0.012	1	12/26/2021 14:24	
Bromochloromethane	ND	0.012	1	12/26/2021 14:24	
Bromodichloromethane	ND	0.0024	1	12/26/2021 14:24	
Bromoform	ND	0.012	1	12/26/2021 14:24	
Bromomethane	ND	0.012	1	12/26/2021 14:24	
2-Butanone (MEK)	ND	0.12	1	12/26/2021 14:24	
t-Butyl alcohol (TBA)	ND	0.12	1	12/26/2021 14:24	
n-Butyl benzene	ND	0.012	1	12/26/2021 14:24	
sec-Butyl benzene	ND	0.012	1	12/26/2021 14:24	
tert-Butyl benzene	ND	0.012	1	12/26/2021 14:24	
Carbon Disulfide	ND	0.013	1	12/26/2021 14:24	
Carbon Tetrachloride	ND	0.012	1	12/26/2021 14:24	
Chlorobenzene	ND	0.012	1	12/26/2021 14:24	
Chloroethane	ND	0.012	1	12/26/2021 14:24	
Chloroform	ND	0.012	1	12/26/2021 14:24	
Chloromethane	ND	0.012	1	12/26/2021 14:24	
2-Chlorotoluene	ND	0.012	1	12/26/2021 14:24	
4-Chlorotoluene	ND	0.012	1	12/26/2021 14:24	
Dibromochloromethane	ND	0.012	1	12/26/2021 14:24	
1,2-Dibromo-3-chloropropane	ND	0.0012	1	12/26/2021 14:24	
1,2-Dibromoethane (EDB)	ND	0.00061	1	12/26/2021 14:24	
Dibromomethane	ND	0.012	1	12/26/2021 14:24	
1,2-Dichlorobenzene	ND	0.012	1	12/26/2021 14:24	
1,3-Dichlorobenzene	ND	0.012	1	12/26/2021 14:24	
1,4-Dichlorobenzene	ND	0.012	1	12/26/2021 14:24	
Dichlorodifluoromethane	ND	0.012	1	12/26/2021 14:24	
1,1-Dichloroethane	ND	0.012	1	12/26/2021 14:24	
1,2-Dichloroethane (1,2-DCA)	ND	0.00061	1	12/26/2021 14:24	
1,1-Dichloroethene	ND	0.012	1	12/26/2021 14:24	
cis-1,2-Dichloroethene	ND	0.012	1	12/26/2021 14:24	
trans-1,2-Dichloroethene	ND	0.012	1	12/26/2021 14:24	
1,2-Dichloropropane	ND	0.012	1	12/26/2021 14:24	
1,3-Dichloropropane	ND	0.012	1	12/26/2021 14:24	
2,2-Dichloropropane	ND	0.012	1	12/26/2021 14:24	

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1-voc	2112981-004B	Soil	12/15/2021 13:51	GC16 12262112.D	235775

Analytes	Result	RL	DF	Date Analyzed
1,1-Dichloropropene	ND	0.012	1	12/26/2021 14:24
cis-1,3-Dichloropropene	ND	0.012	1	12/26/2021 14:24
trans-1,3-Dichloropropene	ND	0.012	1	12/26/2021 14:24
Diisopropyl ether (DIPE)	ND	0.012	1	12/26/2021 14:24
Ethylbenzene	ND	0.012	1	12/26/2021 14:24
Ethyl tert-butyl ether (ETBE)	ND	0.012	1	12/26/2021 14:24
Freon 113	ND	0.012	1	12/26/2021 14:24
Hexachlorobutadiene	ND	0.012	1	12/26/2021 14:24
Hexachloroethane	ND	0.012	1	12/26/2021 14:24
2-Hexanone	ND	0.012	1	12/26/2021 14:24
Isopropylbenzene	ND	0.012	1	12/26/2021 14:24
4-Isopropyl toluene	ND	0.012	1	12/26/2021 14:24
Methyl-t-butyl ether (MTBE)	ND	0.012	1	12/26/2021 14:24
Methylene chloride	ND	0.049	1	12/26/2021 14:24
4-Methyl-2-pentanone (MIBK)	ND	0.012	1	12/26/2021 14:24
Naphthalene	ND	0.012	1	12/26/2021 14:24
n-Propyl benzene	ND	0.012	1	12/26/2021 14:24
Styrene	ND	0.012	1	12/26/2021 14:24
1,1,1,2-Tetrachloroethane	ND	0.012	1	12/26/2021 14:24
1,1,2,2-Tetrachloroethane	ND	0.012	1	12/26/2021 14:24
Tetrachloroethene	ND	0.012	1	12/26/2021 14:24
Toluene	ND	0.012	1	12/26/2021 14:24
1,2,3-Trichlorobenzene	ND	0.012	1	12/26/2021 14:24
1,2,4-Trichlorobenzene	ND	0.012	1	12/26/2021 14:24
1,1,1-Trichloroethane	ND	0.012	1	12/26/2021 14:24
1,1,2-Trichloroethane	ND	0.012	1	12/26/2021 14:24
Trichloroethene	ND	0.012	1	12/26/2021 14:24
Trichlorofluoromethane	ND	0.012	1	12/26/2021 14:24
1,2,3-Trichloropropane	ND	0.00061	1	12/26/2021 14:24
1,2,4-Trimethylbenzene	ND	0.012	1	12/26/2021 14:24
1,3,5-Trimethylbenzene	ND	0.012	1	12/26/2021 14:24
Vinyl Chloride	ND	0.00061	1	12/26/2021 14:24
m,p-Xylene	ND	0.012	1	12/26/2021 14:24
o-Xylene	ND	0.012	1	12/26/2021 14:24
Xylenes, Total	ND	0.012	1	12/26/2021 14:24

(Cont.)

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1-voc	2112981-004B	Soil	12/15/2021 13:51	GC16 12262112.D	235775
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
Dibromofluoromethane	90		70-140		12/26/2021 14:24
Toluene-d8	95		70-140		12/26/2021 14:24
4-BFB	99		70-140		12/26/2021 14:24
Benzene-d6	88		50-140		12/26/2021 14:24
Ethylbenzene-d10	98		50-140		12/26/2021 14:24
1,2-DCB-d4	79		40-140		12/26/2021 14:24
Analyst(s): KF		Analytical Comments: a9			



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http://www.mcccampbell.com / E-mail: main@mcccampbell.com

Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/17/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A1/A2/A3/A4	2112981-001A	Soil	12/15/2021 16:04	ICP-MS4 215SMPL.d	235753
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
Antimony	ND		0.50	1	12/20/2021 17:57
Arsenic	4.6		0.50	1	12/20/2021 17:57
Barium	98		5.0	1	12/20/2021 17:57
Beryllium	ND		0.50	1	12/20/2021 17:57
Cadmium	ND		0.50	1	12/20/2021 17:57
Chromium	30		0.50	1	12/20/2021 17:57
Cobalt	9.8		0.50	1	12/20/2021 17:57
Copper	24		0.50	1	12/20/2021 17:57
Lead	70		0.50	1	12/20/2021 17:57
Mercury	0.053		0.050	1	12/20/2021 17:57
Molybdenum	ND		0.50	1	12/20/2021 17:57
Nickel	26		0.50	1	12/20/2021 17:57
Selenium	ND		0.50	1	12/20/2021 17:57
Silver	ND		0.50	1	12/20/2021 17:57
Thallium	ND		0.50	1	12/20/2021 17:57
Vanadium	64		0.50	1	12/20/2021 17:57
Zinc	69		5.0	1	12/20/2021 17:57
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
Terbium	107		70-130		12/20/2021 17:57
<u>Analyst(s):</u>	AL				

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/17/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B1/B2/B3/B4	2112981-002A	Soil	12/15/2021 15:29	ICP-MS4 216SMPL.d	235753
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
Antimony	ND		0.50	1	12/20/2021 18:01
Arsenic	3.6		0.50	1	12/20/2021 18:01
Barium	83		5.0	1	12/20/2021 18:01
Beryllium	ND		0.50	1	12/20/2021 18:01
Cadmium	ND		0.50	1	12/20/2021 18:01
Chromium	28		0.50	1	12/20/2021 18:01
Cobalt	8.4		0.50	1	12/20/2021 18:01
Copper	18		0.50	1	12/20/2021 18:01
Lead	9.1		0.50	1	12/20/2021 18:01
Mercury	ND		0.050	1	12/20/2021 18:01
Molybdenum	ND		0.50	1	12/20/2021 18:01
Nickel	21		0.50	1	12/20/2021 18:01
Selenium	0.55		0.50	1	12/20/2021 18:01
Silver	ND		0.50	1	12/20/2021 18:01
Thallium	ND		0.50	1	12/20/2021 18:01
Vanadium	55		0.50	1	12/20/2021 18:01
Zinc	50		5.0	1	12/20/2021 18:01
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
Terbium	105		70-130		12/20/2021 18:01
<u>Analyst(s):</u> AL					

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/17/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C1/C2/C3/C4	2112981-003A	Soil	12/15/2021 14:48	ICP-MS4 217SMPL.d	235753
<u>Analytes</u>	<u>Result</u>		<u>RL</u> <u>DF</u>		<u>Date Analyzed</u>
Antimony	ND		0.50 1		12/20/2021 18:05
Arsenic	4.7		0.50 1		12/20/2021 18:05
Barium	92		5.0 1		12/20/2021 18:05
Beryllium	0.50		0.50 1		12/20/2021 18:05
Cadmium	ND		0.50 1		12/20/2021 18:05
Chromium	28		0.50 1		12/20/2021 18:05
Cobalt	9.3		0.50 1		12/20/2021 18:05
Copper	18		0.50 1		12/20/2021 18:05
Lead	5.7		0.50 1		12/20/2021 18:05
Mercury	ND		0.050 1		12/20/2021 18:05
Molybdenum	ND		0.50 1		12/20/2021 18:05
Nickel	17		0.50 1		12/20/2021 18:05
Selenium	ND		0.50 1		12/20/2021 18:05
Silver	ND		0.50 1		12/20/2021 18:05
Thallium	ND		0.50 1		12/20/2021 18:05
Vanadium	55		0.50 1		12/20/2021 18:05
Zinc	56		5.0 1		12/20/2021 18:05
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
Terbium	108		70-130		12/20/2021 18:05
<u>Analyst(s):</u> AL					

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/17/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1/D2/D3/D4	2112981-004A	Soil	12/15/2021 14:22	ICP-MS4 218SMPL.d	235753
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
Antimony	ND		0.50	1	12/20/2021 18:09
Arsenic	4.3		0.50	1	12/20/2021 18:09
Barium	83		5.0	1	12/20/2021 18:09
Beryllium	ND		0.50	1	12/20/2021 18:09
Cadmium	ND		0.50	1	12/20/2021 18:09
Chromium	27		0.50	1	12/20/2021 18:09
Cobalt	8.4		0.50	1	12/20/2021 18:09
Copper	18		0.50	1	12/20/2021 18:09
Lead	11		0.50	1	12/20/2021 18:09
Mercury	ND		0.050	1	12/20/2021 18:09
Molybdenum	ND		0.50	1	12/20/2021 18:09
Nickel	16		0.50	1	12/20/2021 18:09
Selenium	ND		0.50	1	12/20/2021 18:09
Silver	ND		0.50	1	12/20/2021 18:09
Thallium	ND		0.50	1	12/20/2021 18:09
Vanadium	50		0.50	1	12/20/2021 18:09
Zinc	52		5.0	1	12/20/2021 18:09
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
Terbium	105		70-130		12/20/2021 18:09
<u>Analyst(s):</u> AL					



Analytical Report

Client: Environmental Service

Date Received: 12/16/2021 16:40

Date Prepared: 12/16/2021

Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981

Extraction Method: SW5035

Analytical Method: SW8021B/8015Bm

Unit: mg/Kg

Gasoline Range (C6-C12) Volatile Hydrocarbons as Gasoline with BTEX and MTBE

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A1/A2/A3/A4	2112981-001A	Soil	12/15/2021 16:04	GC7 12202125.D	235726

Analytes	Result	RL	DF	Date Analyzed
TPH(g) (C6-C12)	ND	1.0	1	12/20/2021 23:41
MTBE	---	0.050	1	12/20/2021 23:41
Benzene	---	0.0050	1	12/20/2021 23:41
Toluene	---	0.0050	1	12/20/2021 23:41
Ethylbenzene	---	0.0050	1	12/20/2021 23:41
m,p-Xylene	---	0.010	1	12/20/2021 23:41
o-Xylene	---	0.0050	1	12/20/2021 23:41
Xylenes	---	0.0050	1	12/20/2021 23:41

Surrogates	REC (%)	Limits	Date Analyzed
2-Fluorotoluene	92	62-126	12/20/2021 23:41

Analyst(s): IA

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B1/B2/B3/B4	2112981-002A	Soil	12/15/2021 15:29	GC7 12202126.D	235726

Analytes	Result	RL	DF	Date Analyzed
TPH(g) (C6-C12)	ND	1.0	1	12/21/2021 00:11
MTBE	---	0.050	1	12/21/2021 00:11
Benzene	---	0.0050	1	12/21/2021 00:11
Toluene	---	0.0050	1	12/21/2021 00:11
Ethylbenzene	---	0.0050	1	12/21/2021 00:11
m,p-Xylene	---	0.010	1	12/21/2021 00:11
o-Xylene	---	0.0050	1	12/21/2021 00:11
Xylenes	---	0.0050	1	12/21/2021 00:11

Surrogates	REC (%)	Limits	Date Analyzed
2-Fluorotoluene	84	62-126	12/21/2021 00:11

Analyst(s): IA

(Cont.)

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8021B/8015Bm
Unit: mg/Kg

Gasoline Range (C6-C12) Volatile Hydrocarbons as Gasoline with BTEX and MTBE

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C1/C2/C3/C4	2112981-003A	Soil	12/15/2021 14:48	GC7 12202129.D	235726

Analytes	Result	RL	DF	Date Analyzed
TPH(g) (C6-C12)	ND	1.0	1	12/21/2021 01:40
MTBE	---	0.050	1	12/21/2021 01:40
Benzene	---	0.0050	1	12/21/2021 01:40
Toluene	---	0.0050	1	12/21/2021 01:40
Ethylbenzene	---	0.0050	1	12/21/2021 01:40
m,p-Xylene	---	0.010	1	12/21/2021 01:40
o-Xylene	---	0.0050	1	12/21/2021 01:40
Xylenes	---	0.0050	1	12/21/2021 01:40

Surrogates	REC (%)	Limits	
2-Fluorotoluene	86	62-126	12/21/2021 01:40

Analyst(s): IA

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1/D2/D3/D4	2112981-004A	Soil	12/15/2021 14:22	GC7 12202131.D	235761

Analytes	Result	RL	DF	Date Analyzed
TPH(g) (C6-C12)	ND	1.0	1	12/21/2021 02:39
MTBE	---	0.050	1	12/21/2021 02:39
Benzene	---	0.0050	1	12/21/2021 02:39
Toluene	---	0.0050	1	12/21/2021 02:39
Ethylbenzene	---	0.0050	1	12/21/2021 02:39
m,p-Xylene	---	0.010	1	12/21/2021 02:39
o-Xylene	---	0.0050	1	12/21/2021 02:39
Xylenes	---	0.0050	1	12/21/2021 02:39

Surrogates	REC (%)	Limits	
2-Fluorotoluene	86	62-126	12/21/2021 02:39

Analyst(s): IA



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3550B
Analytical Method: SW8015B
Unit: mg/Kg

Total Extractable Petroleum Hydrocarbons w/out SG Clean-Up

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A1/A2/A3/A4	2112981-001A	Soil	12/15/2021 16:04	GC6B 12222181.D	235725

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	ND	2.0	1	12/23/2021 12:24
TPH-Motor Oil (C18-C36)	15	10	1	12/23/2021 12:24

Surrogates	REC (%)	Limits	
C9	103	70-130	12/23/2021 12:24

Analyst(s): JIS

Analytical Comments: e7

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B1/B2/B3/B4	2112981-002A	Soil	12/15/2021 15:29	GC6B 12222125.D	235725

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	ND	2.0	1	12/22/2021 17:50
TPH-Motor Oil (C18-C36)	ND	10	1	12/22/2021 17:50

Surrogates	REC (%)	Limits	
C9	97	70-130	12/22/2021 17:50

Analyst(s): JIS

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C1/C2/C3/C4	2112981-003A	Soil	12/15/2021 14:48	GC6A 12222158.D	235760

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	7.3	2.0	1	12/23/2021 04:15
TPH-Motor Oil (C18-C36)	49	10	1	12/23/2021 04:15

Surrogates	REC (%)	Limits	
C9	96	70-130	12/23/2021 04:15

Analyst(s): JIS

Analytical Comments: e2,e7

(Cont.)

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3550B
Analytical Method: SW8015B
Unit: mg/Kg

Total Extractable Petroleum Hydrocarbons w/out SG Clean-Up

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1/D2/D3/D4	2112981-004A	Soil	12/15/2021 14:22	GC6B 12222179.D	235760
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
TPH-Diesel (C10-C23)	ND		2.0	1	12/23/2021 11:45
TPH-Motor Oil (C18-C36)	ND		10	1	12/23/2021 11:45
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
C9	101		70-130		12/23/2021 11:45
<u>Analyst(s):</u> JIS					



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Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/16/2021	BatchID:	235775
Date Analyzed:	12/26/2021	Extraction Method:	SW5035
Instrument:	GC18	Analytical Method:	SW8260B
Matrix:	Soil	Unit:	mg/Kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Acetone	ND	0.240	0.400	-	-	-
tert-Amyl methyl ether (TAME)	ND	0.00150	0.0100	-	-	-
Benzene	ND	0.00170	0.0100	-	-	-
Bromobenzene	ND	0.00180	0.0100	-	-	-
Bromochloromethane	ND	0.00180	0.0100	-	-	-
Bromodichloromethane	ND	0.000350	0.00200	-	-	-
Bromoform	ND	0.00780	0.0100	-	-	-
Bromomethane	ND	0.00500	0.0100	-	-	-
2-Butanone (MEK)	ND	0.0460	0.100	-	-	-
t-Butyl alcohol (TBA)	ND	0.0210	0.100	-	-	-
n-Butyl benzene	ND	0.00280	0.0100	-	-	-
sec-Butyl benzene	ND	0.00300	0.0100	-	-	-
tert-Butyl benzene	ND	0.00340	0.0100	-	-	-
Carbon Disulfide	ND	0.00300	0.0100	-	-	-
Carbon Tetrachloride	ND	0.000320	0.0100	-	-	-
Chlorobenzene	ND	0.00170	0.0100	-	-	-
Chloroethane	ND	0.00320	0.0100	-	-	-
Chloroform	ND	0.000690	0.0100	-	-	-
Chloromethane	ND	0.00340	0.0100	-	-	-
2-Chlorotoluene	ND	0.00260	0.0100	-	-	-
4-Chlorotoluene	ND	0.00200	0.0100	-	-	-
Dibromochloromethane	ND	0.00260	0.0100	-	-	-
1,2-Dibromo-3-chloropropane	ND	0.000980	0.00100	-	-	-
1,2-Dibromoethane (EDB)	ND	0.000240	0.000500	-	-	-
Dibromomethane	ND	0.00190	0.0100	-	-	-
1,2-Dichlorobenzene	ND	0.00460	0.0100	-	-	-
1,3-Dichlorobenzene	ND	0.00200	0.0100	-	-	-
1,4-Dichlorobenzene	ND	0.00200	0.0100	-	-	-
Dichlorodifluoromethane	ND	0.00340	0.0100	-	-	-
1,1-Dichloroethane	ND	0.00160	0.0100	-	-	-
1,2-Dichloroethane (1,2-DCA)	ND	0.000280	0.000500	-	-	-
1,1-Dichloroethene	ND	0.000300	0.0100	-	-	-
cis-1,2-Dichloroethene	ND	0.00150	0.0100	-	-	-
trans-1,2-Dichloroethene	ND	0.00240	0.0100	-	-	-
1,2-Dichloropropane	ND	0.00160	0.0100	-	-	-
1,3-Dichloropropane	ND	0.00200	0.0100	-	-	-
2,2-Dichloropropane	ND	0.00240	0.0100	-	-	-
1,1-Dichloropropene	ND	0.00190	0.0100	-	-	-

(Cont.)

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Quality Control Report

Client: Environmental Service
Date Prepared: 12/16/2021
Date Analyzed: 12/26/2021
Instrument: GC18
Matrix: Soil
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
BatchID: 235775
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg
Sample ID: MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
cis-1,3-Dichloropropene	ND	0.00130	0.0100	-	-	-
trans-1,3-Dichloropropene	ND	0.00240	0.0100	-	-	-
Diisopropyl ether (DIPE)	ND	0.00160	0.0100	-	-	-
Ethylbenzene	ND	0.00220	0.0100	-	-	-
Ethyl tert-butyl ether (ETBE)	ND	0.00150	0.0100	-	-	-
Freon 113	ND	0.00220	0.0100	-	-	-
Hexachlorobutadiene	ND	0.00240	0.0100	-	-	-
Hexachloroethane	ND	0.00130	0.0100	-	-	-
2-Hexanone	ND	0.00860	0.0100	-	-	-
Isopropylbenzene	ND	0.00280	0.0100	-	-	-
4-Isopropyl toluene	ND	0.00260	0.0100	-	-	-
Methyl-t-butyl ether (MTBE)	ND	0.00280	0.0100	-	-	-
Methylene chloride	ND	0.0180	0.0400	-	-	-
4-Methyl-2-pentanone (MIBK)	ND	0.00300	0.0100	-	-	-
Naphthalene	ND	0.00440	0.0100	-	-	-
n-Propyl benzene	ND	0.00320	0.0100	-	-	-
Styrene	ND	0.00340	0.0100	-	-	-
1,1,1,2-Tetrachloroethane	ND	0.00200	0.0100	-	-	-
1,1,2,2-Tetrachloroethane	ND	0.000560	0.0100	-	-	-
Tetrachloroethene	ND	0.000620	0.0100	-	-	-
Toluene	ND	0.00260	0.0100	-	-	-
1,2,3-Trichlorobenzene	ND	0.00340	0.0100	-	-	-
1,2,4-Trichlorobenzene	ND	0.00240	0.0100	-	-	-
1,1,1-Trichloroethane	ND	0.00170	0.0100	-	-	-
1,1,2-Trichloroethane	ND	0.00270	0.0100	-	-	-
Trichloroethene	ND	0.00160	0.0100	-	-	-
Trichlorofluoromethane	ND	0.00260	0.0100	-	-	-
1,2,3-Trichloropropane	ND	0.000300	0.000500	-	-	-
1,2,4-Trimethylbenzene	ND	0.00640	0.0100	-	-	-
1,3,5-Trimethylbenzene	ND	0.00240	0.0100	-	-	-
Vinyl Chloride	ND	0.000260	0.000500	-	-	-
m,p-Xylene	ND	0.00500	0.0100	-	-	-
o-Xylene	ND	0.00240	0.0100	-	-	-

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Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/16/2021	BatchID:	235775
Date Analyzed:	12/26/2021	Extraction Method:	SW5035
Instrument:	GC18	Analytical Method:	SW8260B
Matrix:	Soil	Unit:	mg/Kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Surrogate Recovery						
Dibromofluoromethane	0.186			0.25	74	60-140
Toluene-d8	0.236			0.25	94	60-140
4-BFB	0.0233			0.025	93	60-140
Benzene-d6	0.212			0.2	106	70-140
Ethylbenzene-d10	0.228			0.2	114	70-140
1,2-DCB-d4	0.166			0.2	83	70-140

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Quality Control Report

Client: Environmental Service
Date Prepared: 12/16/2021
Date Analyzed: 12/26/2021
Instrument: GC18
Matrix: Soil
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
BatchID: 235775
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg
Sample ID: MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Acetone	0.396	0.432	0.40	99	108	60-140	8.59	30
tert-Amyl methyl ether (TAME)	0.0266	0.0281	0.040	66	70	50-140	5.63	30
Benzene	0.0305	0.0321	0.040	76	80	60-140	5.25	30
Bromobenzene	0.0363	0.0385	0.040	91	96	60-140	6.02	30
Bromochloromethane	0.0320	0.0335	0.040	80	84	60-140	4.44	30
Bromodichloromethane	0.0288	0.0302	0.040	72	75	60-140	4.64	30
Bromoform	0.0268	0.0279	0.040	67	70	40-140	4.11	30
Bromomethane	0.0255	0.0256	0.040	64	64	30-140	0.386	30
2-Butanone (MEK)	0.181	0.189	0.16	113	118	60-140	4.30	30
t-Butyl alcohol (TBA)	0.139	0.138	0.16	87	86	50-140	0.651	30
n-Butyl benzene	0.0477	0.0494	0.040	119	123	60-170	3.55	30
sec-Butyl benzene	0.0469	0.0493	0.040	117	123	60-140	5.10	30
tert-Butyl benzene	0.0447	0.0473	0.040	112	118	60-140	5.67	30
Carbon Disulfide	0.0326	0.0347	0.040	82	87	40-140	6.06	30
Carbon Tetrachloride	0.0327	0.0351	0.040	82	88	60-140	7.08	30
Chlorobenzene	0.0321	0.0347	0.040	80	87	60-140	7.90	30
Chloroethane	0.0306	0.0329	0.040	76	82	40-140	7.37	30
Chloroform	0.0299	0.0316	0.040	75	79	60-140	5.44	30
Chloromethane	0.0272	0.0286	0.040	68	72	20-140	5.00	30
2-Chlorotoluene	0.0416	0.0439	0.040	104	110	60-140	5.43	30
4-Chlorotoluene	0.0378	0.0402	0.040	95	100	60-140	5.95	30
Dibromochloromethane	0.0329	0.0353	0.040	82	88	50-140	7.16	30
1,2-Dibromo-3-chloropropane	0.0160	0.0156	0.020	80	78	30-140	2.35	30
1,2-Dibromoethane (EDB)	0.0160	0.0172	0.020	80	86	30-140	7.29	30
Dibromomethane	0.0295	0.0323	0.040	74	81	60-140	9.02	30
1,2-Dichlorobenzene	0.0306	0.0306	0.040	77	76	60-140	0.220	30
1,3-Dichlorobenzene	0.0362	0.0375	0.040	90	94	60-140	3.50	30
1,4-Dichlorobenzene	0.0334	0.0343	0.040	83	86	60-140	2.66	30
Dichlorodifluoromethane	0.0142	0.0152	0.040	36	38	10-140	6.32	30
1,1-Dichloroethane	0.0303	0.0327	0.040	76	82	60-140	7.60	30
1,2-Dichloroethane (1,2-DCA)	0.0285	0.0301	0.040	71	75	60-140	5.50	30
1,1-Dichloroethene	0.0315	0.0332	0.040	79	83	60-140	5.52	30
cis-1,2-Dichloroethene	0.0276	0.0290	0.040	69	72	60-140	4.62	30
trans-1,2-Dichloroethene	0.0296	0.0317	0.040	74	79	60-140	6.77	30
1,2-Dichloropropane	0.0304	0.0322	0.040	76	80	60-140	5.64	30
1,3-Dichloropropane	0.0343	0.0378	0.040	86	95	60-140	9.72	30
2,2-Dichloropropane	0.0364	0.0358	0.040	91	90	60-140	1.56	30
1,1-Dichloropropene	0.0330	0.0345	0.040	82	86	60-140	4.52	30

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Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/16/2021	BatchID:	235775
Date Analyzed:	12/26/2021	Extraction Method:	SW5035
Instrument:	GC18	Analytical Method:	SW8260B
Matrix:	Soil	Unit:	mg/Kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
cis-1,3-Dichloropropene	0.0379	0.0408	0.040	95	102	60-140	7.42	30
trans-1,3-Dichloropropene	0.0359	0.0382	0.040	90	96	60-140	6.20	30
Diisopropyl ether (DIPE)	0.0294	0.0309	0.040	74	77	60-140	5.06	30
Ethylbenzene	0.0350	0.0382	0.040	88	95	60-140	8.60	30
Ethyl tert-butyl ether (ETBE)	0.0292	0.0303	0.040	73	76	50-140	3.60	30
Freon 113	0.0294	0.0315	0.040	74	79	40-140	6.76	30
Hexachlorobutadiene	0.0395	0.0381	0.040	99	95	60-140	3.63	30
Hexachloroethane	0.0393	0.0402	0.040	98	100	60-140	2.29	30
2-Hexanone	0.0331	0.0310	0.040	83	78	40-140	6.35	30
Isopropylbenzene	0.0461	0.0492	0.040	115	123	60-140	6.52	30
4-Isopropyl toluene	0.0438	0.0468	0.040	110	117	60-140	6.39	30
Methyl-t-butyl ether (MTBE)	0.0296	0.0312	0.040	74	78	50-140	5.09	30
Methylene chloride	0.0303	0.0324	0.040	76	81	60-140	6.47	30
4-Methyl-2-pentanone (MIBK)	0.0305	0.0315	0.040	76	79	50-140	3.27	30
Naphthalene	0.0294	0.0210	0.040	74	52	30-140	33.5,F2	30
n-Propyl benzene	0.0454	0.0489	0.040	114	122	60-140	7.46	30
Styrene	0.0310	0.0323	0.040	77	81	60-140	4.20	30
1,1,1,2-Tetrachloroethane	0.0338	0.0363	0.040	85	91	60-140	7.01	30
1,1,2,2-Tetrachloroethane	0.0308	0.0308	0.040	77	77	20-140	0.0568	30
Tetrachloroethene	0.0327	0.0362	0.040	82	90	60-140	10.1	30
Toluene	0.0338	0.0368	0.040	84	92	60-140	8.72	30
1,2,3-Trichlorobenzene	0.0273	0.0220	0.040	68	55	40-140	21.4	30
1,2,4-Trichlorobenzene	0.0317	0.0283	0.040	79	71	50-140	11.3	30
1,1,1-Trichloroethane	0.0320	0.0337	0.040	80	84	60-140	5.19	30
1,1,2-Trichloroethane	0.0335	0.0360	0.040	84	90	60-140	7.23	30
Trichloroethene	0.0382	0.0404	0.040	95	101	60-140	5.85	30
Trichlorofluoromethane	0.0307	0.0326	0.040	77	82	40-140	5.95	30
1,2,3-Trichloropropane	0.0198	0.0207	0.020	99	103	30-140	4.01	30
1,2,4-Trimethylbenzene	0.0408	0.0432	0.040	102	108	60-140	5.71	30
1,3,5-Trimethylbenzene	0.0430	0.0452	0.040	107	113	60-140	5.07	30
Vinyl Chloride	0.0129	0.0138	0.020	65	69	30-140	6.90	30
m,p-Xylene	0.0675	0.0730	0.080	84	91	60-140	7.85	30
o-Xylene	0.0321	0.0339	0.040	80	85	60-140	5.46	30

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Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/16/2021	BatchID:	235775
Date Analyzed:	12/26/2021	Extraction Method:	SW5035
Instrument:	GC18	Analytical Method:	SW8260B
Matrix:	Soil	Unit:	mg/Kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Surrogate Recovery								
Dibromofluoromethane	0.195	0.189	0.25	78	76	60-140	2.85	30
Toluene-d8	0.232	0.235	0.25	93	94	60-140	1.31	30
4-BFB	0.0244	0.0232	0.025	98	93	60-140	4.97	30
Benzene-d6	0.190	0.201	0.20	95	100	70-140	5.39	30
Ethylbenzene-d10	0.207	0.224	0.20	104	112	70-140	8.07	30
1,2-DCB-d4	0.163	0.173	0.20	82	86	70-140	5.74	30



Quality Control Report

Client: Environmental Service
Date Prepared: 12/17/2021
Date Analyzed: 12/17/2021
Instrument: ICP-MS5
Matrix: Soil
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
BatchID: 235753
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/kg
Sample ID: MB/LCS/LCSD-235753

QC Summary Report for Metals

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Antimony	ND	0.160	0.500	-	-	-
Arsenic	ND	0.140	0.500	-	-	-
Barium	ND	0.680	5.00	-	-	-
Beryllium	ND	0.0830	0.500	-	-	-
Cadmium	ND	0.0940	0.500	-	-	-
Chromium	ND	0.130	0.500	-	-	-
Cobalt	ND	0.0690	0.500	-	-	-
Copper	ND	0.230	0.500	-	-	-
Lead	ND	0.0690	0.500	-	-	-
Mercury	ND	0.0380	0.0500	-	-	-
Molybdenum	ND	0.140	0.500	-	-	-
Nickel	ND	0.0810	0.500	-	-	-
Selenium	ND	0.320	0.500	-	-	-
Silver	ND	0.110	0.500	-	-	-
Thallium	ND	0.0720	0.500	-	-	-
Vanadium	ND	0.150	0.500	-	-	-
Zinc	ND	3.20	5.00	-	-	-
Surrogate Recovery						
Terbium	500			500	100	70-130



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Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/17/2021	BatchID:	235753
Date Analyzed:	12/17/2021	Extraction Method:	SW3050B
Instrument:	ICP-MS5	Analytical Method:	SW6020
Matrix:	Soil	Unit:	mg/kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235753

QC Summary Report for Metals

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Antimony	48.5	49.1	50	97	98	75-125	1.14	20
Arsenic	50.5	50.5	50	101	101	75-125	0.0931	20
Barium	484	484	500	97	97	75-125	0.0587	20
Beryllium	54.9	55.4	50	110	111	75-125	0.936	20
Cadmium	50.8	50.6	50	102	101	75-125	0.322	20
Chromium	48.8	49.1	50	98	98	75-125	0.623	20
Cobalt	48.9	50.8	50	98	102	75-125	3.86	20
Copper	49.9	49.9	50	100	100	75-125	0.134	20
Lead	48.3	49.4	50	97	99	75-125	2.18	20
Mercury	1.23	1.22	1.25	98	97	75-125	1.06	20
Molybdenum	48.8	49.2	50	98	98	75-125	0.706	20
Nickel	49.5	49.5	50	99	99	75-125	0.0465	20
Selenium	49.8	50.0	50	100	100	75-125	0.421	20
Silver	45.8	46.4	50	92	93	75-125	1.41	20
Thallium	48.3	48.1	50	97	96	75-125	0.322	20
Vanadium	48.8	48.8	50	98	98	75-125	0.0164	20
Zinc	501	499	500	100	100	75-125	0.455	20
Surrogate Recovery								
Terbium	504	501	500	101	100	70-130	0.554	20



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Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/16/2021	BatchID:	235726
Date Analyzed:	12/16/2021	Extraction Method:	SW5035
Instrument:	GC7	Analytical Method:	SW8021B/8015Bm
Matrix:	Soil	Unit:	mg/Kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235726

QC Summary Report for SW8021B/8015Bm

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
TPH(g) (C6-C12)	ND	0.610	1.00	-	-	-
MTBE	ND	0.00340	0.0500	-	-	-
Benzene	ND	0.00190	0.00500	-	-	-
Toluene	ND	0.00240	0.00500	-	-	-
Ethylbenzene	ND	0.00170	0.00500	-	-	-
m,p-Xylene	ND	0.00260	0.0100	-	-	-
o-Xylene	ND	0.000910	0.00500	-	-	-

Surrogate Recovery

2-Fluorotoluene	0.0912	0.1	91	75-134
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Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH(btex)	0.661	0.652	0.60	110	109	82-118	1.43	20
MTBE	0.0868	0.0804	0.10	87	80	61-119	7.62	20
Benzene	0.102	0.102	0.10	103	102	77-128	0.0801	20
Toluene	0.109	0.109	0.10	109	109	74-132	0.395	20
Ethylbenzene	0.116	0.111	0.10	115	111	84-127	4.04	20
m,p-Xylene	0.235	0.216	0.20	117	108	80-120	8.16	20
o-Xylene	0.112	0.107	0.10	112	107	80-120	4.87	20

Surrogate Recovery

2-Fluorotoluene	0.0935	0.0969	0.10	93	97	75-134	3.61	20
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Quality Control Report

Client: Environmental Service
Date Prepared: 12/16/2021
Date Analyzed: 12/17/2021
Instrument: GC3
Matrix: Soil
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
BatchID: 235761
Extraction Method: SW5035
Analytical Method: SW8021B/8015Bm
Unit: mg/Kg
Sample ID: MB/LCS/LCSD-235761

QC Summary Report for SW8021B/8015Bm

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
TPH(g) (C6-C12)	ND	0.610	1.00	-	-	-
MTBE	ND	0.00340	0.0500	-	-	-
Benzene	ND	0.00190	0.00500	-	-	-
Toluene	ND	0.00240	0.00500	-	-	-
Ethylbenzene	ND	0.00170	0.00500	-	-	-
m,p-Xylene	ND	0.00260	0.0100	-	-	-
o-Xylene	ND	0.000910	0.00500	-	-	-

Surrogate Recovery

2-Fluorotoluene	0.0981	0.1	98	75-134
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Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH(btex)	0.618	0.648	0.60	103	108	82-118	4.77	20
MTBE	0.0865	0.0896	0.10	87	90	61-119	3.56	20
Benzene	0.0982	0.0953	0.10	98	95	77-128	2.98	20
Toluene	0.101	0.0985	0.10	101	98	74-132	2.47	20
Ethylbenzene	0.103	0.104	0.10	103	103	84-127	0.882	20
m,p-Xylene	0.203	0.208	0.20	102	104	80-120	2.12	20
o-Xylene	0.0981	0.105	0.10	98	105	80-120	6.37	20

Surrogate Recovery

2-Fluorotoluene	0.0985	0.0939	0.10	98	94	75-134	4.81	20
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Quality Control Report

Client: Environmental Service
Date Prepared: 12/16/2021
Date Analyzed: 12/17/2021
Instrument: GC6B
Matrix: Soil
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
BatchID: 235725
Extraction Method: SW3550B
Analytical Method: SW8015B
Unit: mg/Kg
Sample ID: MB/LCS/LCSD-235725

QC Report for SW8015B w/out SG Clean-Up

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
TPH-Diesel (C10-C23)	ND	0.780	2.00	-	-	-
TPH-Motor Oil (C18-C36)	ND	4.60	10.0	-	-	-
Surrogate Recovery						
C9	23.7			25	95	70-130

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH-Diesel (C10-C23)	45.3	44.6	40	113	112	70-130	1.59	20
Surrogate Recovery								
C9	23.8	23.6	25	95	94	70-130	0.639	20

(Cont.)

CA ELAP 1644 • NELAP 4033ORELAP



Quality Control Report

Client: Environmental Service
Date Prepared: 12/16/2021
Date Analyzed: 12/20/2021 - 12/21/2021
Instrument: GC6A
Matrix: Soil
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
BatchID: 235760
Extraction Method: SW3550B
Analytical Method: SW8015B
Unit: mg/Kg
Sample ID: MB/LCS/LCSD-235760

QC Report for SW8015B w/out SG Clean-Up

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
TPH-Diesel (C10-C23)	ND	0.780	2.00	-	-	-
TPH-Motor Oil (C18-C36)	ND	4.60	10.0	-	-	-
Surrogate Recovery						
C9	23.1			25	93	70-130

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH-Diesel (C10-C23)	41.5	40.7	40	104	102	70-130	2.07	20
Surrogate Recovery								
C9	24.5	23.4	25	98	94	70-130	4.55	20

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1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

Page 1 of 1

WorkOrder: 2112981

ClientCode: ENVC

☐ WaterTrax

☐ CLIP

☐ EDF

☐ EQuIS

☐ Dry-Weight

☒ Email

☐ HardCopy

☐ ThirdParty

☐ J-flag

☐ Detection Summary

☐ Excel

Report to:

Marc Papineau
Environmental Service
5789 Gold Creek Drive
Castro Valley, CA 94552
510-881-8574 FAX: 510-581-7204

Email: marc_p@sbcglobal.net

cc/3rd Party:

PO:

Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

Bill to:

Marc Papineau
Environmental Service
5789 Gold Creek Drive
Castro Valley, CA 94552
marc_p@sbcglobal.net

Requested TAT: 5 days;

Date Received: 12/16/2021

Date Logged: 12/16/2021

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2112981-001	PRE-S-A1/A2/A3/A4	Soil	12/15/2021 16:04	<input type="checkbox"/>		A	A	A	A							
2112981-001	PRE-S-A3-voc	Soil	12/15/2021 15:57	<input type="checkbox"/>	B											
2112981-002	PRE-S-B1/B2/B3/B4	Soil	12/15/2021 15:29	<input type="checkbox"/>		A	A	A	A							
2112981-002	PRE-S-B2-voc	Soil	12/15/2021 15:29	<input type="checkbox"/>	B											
2112981-003	PRE-S-C1/C2/C3/C4	Soil	12/15/2021 14:48	<input type="checkbox"/>		A	A	A	A							
2112981-003	PRE-S-C3-voc	Soil	12/15/2021 14:48	<input type="checkbox"/>	B											
2112981-004	PRE-S-D1/D2/D3/D4	Soil	12/15/2021 14:22	<input type="checkbox"/>		A	A	A	A							
2112981-004	PRE-S-D1-voc	Soil	12/15/2021 13:51	<input type="checkbox"/>	B											

Test Legend:

1	8260B_E
5	TPH(DMO)_S
9	

2	CAM17MS_TTLC_S
6	
10	

3	G-MBTX_S
7	
11	

4	PRDisposal Fee
8	
12	

Prepared by: Valerie Alfaro

The following SampleIDs: 001A, 002A, 003A, 004A contain testgroup Multi Range_S.

Comments:

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.



WORK ORDER SUMMARY

Client Name: ENVIRONMENTAL SERVICE

Client Contact: Marc Papineau

Contact's Email: marc_p@sbcglobal.net

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Comments:

Work Order: 2112981

QC Level: LEVEL 2

Date Logged: 12/16/2021

☐ WaterTrax ☐ WriteOn ☐ EDF ☐ Excel ☐ EQUIS ☒ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	SubOut
001A	PRE-S-A1/A2/A3/A4	Soil	Multi-Range TPH	4 / (4:1)	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 16:04	5 days	12/23/2021		<input type="checkbox"/>	
			SW6020 (CAM 17)			<input type="checkbox"/>	<input type="checkbox"/>		5 days	12/23/2021		<input type="checkbox"/>	
001B	PRE-S-A3-voc	Soil	SW8260B (VOCs) (Encore)	1	Encore Sampler	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:57	5 days	12/23/2021		<input type="checkbox"/>	
002A	PRE-S-B1/B2/B3/B4	Soil	Multi-Range TPH	4 / (4:1)	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:29	5 days	12/23/2021		<input type="checkbox"/>	
			SW6020 (CAM 17)			<input type="checkbox"/>	<input type="checkbox"/>		5 days	12/23/2021		<input type="checkbox"/>	
002B	PRE-S-B2-voc	Soil	SW8260B (VOCs) (Encore)	1	Encore Sampler	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:29	5 days	12/23/2021		<input type="checkbox"/>	
003A	PRE-S-C1/C2/C3/C4	Soil	Multi-Range TPH	4 / (4:1)	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 14:48	5 days	12/23/2021		<input type="checkbox"/>	
			SW6020 (CAM 17)			<input type="checkbox"/>	<input type="checkbox"/>		5 days	12/23/2021		<input type="checkbox"/>	
003B	PRE-S-C3-voc	Soil	SW8260B (VOCs) (Encore)	1	Encore Sampler	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 14:48	5 days	12/23/2021		<input type="checkbox"/>	
004A	PRE-S-D1/D2/D3/D4	Soil	Multi-Range TPH	4 / (4:1)	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 14:22	5 days	12/23/2021		<input type="checkbox"/>	
			SW6020 (CAM 17)			<input type="checkbox"/>	<input type="checkbox"/>		5 days	12/23/2021		<input type="checkbox"/>	
004B	PRE-S-D1-voc	Soil	SW8260B (VOCs) (Encore)	1	Encore Sampler	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 13:51	5 days	12/23/2021		<input type="checkbox"/>	

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

Page 38 of 40

Fax: (925) 252-9269

TURNAROUND TIME ☐ RUSH ☐ 24 HR ☐ 48 HR ☐ 72 HR ☒ 5 DAY

☐ GeoTracker EDF ☒ PDF ☐ Excel ☐ Write On (DW)

QUOTE ID #213425 - 10-28-2021

Notes

4-pt
composite

discrete

discrete

discrete

discrete

ICE/t⁰

GOOD CONDITION

HEAD SPACE ABSENT

DECHLORINATED IN LAB

APPROPRIATE CONTAINERS

PRESERVED IN LAB

	VOAS	O&G	METALS	OTHER
1980	67.0	10.0	10.0	13.0
1981	67.0	10.0	10.0	13.0
1982	67.0	10.0	10.0	13.0
1983	67.0	10.0	10.0	13.0
1984	67.0	10.0	10.0	13.0
1985	67.0	10.0	10.0	13.0
1986	67.0	10.0	10.0	13.0
1987	67.0	10.0	10.0	13.0
1988	67.0	10.0	10.0	13.0
1989	67.0	10.0	10.0	13.0
1990	67.0	10.0	10.0	13.0
1991	67.0	10.0	10.0	13.0
1992	67.0	10.0	10.0	13.0
1993	67.0	10.0	10.0	13.0
1994	67.0	10.0	10.0	13.0
1995	67.0	10.0	10.0	13.0
1996	67.0	10.0	10.0	13.0
1997	67.0	10.0	10.0	13.0
1998	67.0	10.0	10.0	13.0
1999	67.0	10.0	10.0	13.0
2000	67.0	10.0	10.0	13.0
2001	67.0	10.0	10.0	13.0
2002	67.0	10.0	10.0	13.0
2003	67.0	10.0	10.0	13.0
2004	67.0	10.0	10.0	13.0
2005	67.0	10.0	10.0	13.0
2006	67.0	10.0	10.0	13.0
2007	67.0	10.0	10.0	13.0
2008	67.0	10.0	10.0	13.0
2009	67.0	10.0	10.0	13.0
2010	67.0	10.0	10.0	13.0
2011	67.0	10.0	10.0	13.0
2012	67.0	10.0	10.0	13.0
2013	67.0	10.0	10.0	13.0
2014	67.0	10.0	10.0	13.0
2015	67.0	10.0	10.0	13.0
2016	67.0	10.0	10.0	13.0
2017	67.0	10.0	10.0	13.0
2018	67.0	10.0	10.0	13.0
2019	67.0	10.0	10.0	13.0
2020	67.0	10.0	10.0	13.0
2021	67.0	10.0	10.0	13.0
2022	67.0	10.0	10.0	13.0
2023	67.0	10.0	10.0	13.0
2024	67.0	10.0	10.0	13.0
2025	67.0	10.0	10.0	13.0
2026	67.0	10.0	10.0	13.0
2027	67.0	10.0	10.0	13.0
2028	67.0	10.0	10.0	13.0
2029	67.0	10.0	10.0	13.0
2030	67.0	10.0	10.0	13.0
2031	67.0	10.0	10.0	13.0
2032	67.0	10.0	10.0	13.0
2033	67.0	10.0	10.0	13.0
2034	67.0	10.0	10.0	13.0
2035	67.0	10.0	10.0	13.0
2036	67.0	10.0	10.0	13.0
2037	67.0	10.0	10.0	13.0
2038	67.0	10.0	10.0	13.0
2039	67.0	10.0	10.0	13.0
2040	67.0	10.0	10.0	13.0
2041	67.0	10.0	10.0	13.0
2042	67.0	10.0	10.0	13.0
2043	67.0	10.0	10.0	13.0
2044	67.0	10.0	10.0	13.0
2045	67.0	10.0	10.0	13.0
2046	67.0	10.0	10.0	13.0
2047	67.0	10.0	10.0	13.0
2048	67.0	10.0	10.0	13.0
2049	67.0	10.0	10.0	13.0
2050	67.0	10.0	10.0	13.0
2051	67.0	10.0	10.0	13.0
2052	67.0	10.0	10.0	13.0
2053	67.0	10.0	10.0	13.0
2054	67.0	10.0	10.0	13.0
2055	67.0	10.0	10.0	13.0
2056	67.0	10.0	10.0	13.0
2057	67.0	10.0	10.0	13.0
2058	67.0	10.0	10.0	13.0
2059				

COMMENTS:

J8 8-ounce wide-mouth jar (glass)

En 5-gram EnCore sampler

PAGE 2 OF 2



Sample Receipt Checklist

Client Name: **Environmental Service** Date and Time Received: **12/16/2021 16:40**
 Project: **2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)** Date Logged: **12/16/2021**
 WorkOrder No: **2112981** Matrix: Soil Received by: **Valerie Alfaro**
 Carrier: Laurie Moore (MAI Courier) Logged by: **Valerie Alfaro**

Chain of Custody (COC) Information

Chain of custody present?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Chain of custody signed when relinquished and received?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Chain of custody agrees with sample labels?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sample IDs noted by Client on COC?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Date and Time of collection noted by Client on COC?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sampler's name noted on COC?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
COC agrees with Quote?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>

Sample Receipt Information

Custody seals intact on shipping container/cooler?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Custody seals intact on sample bottles?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Shipping container/cooler in good condition?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Samples in proper containers/bottles?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sample containers intact?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sufficient sample volume for indicated test?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

Sample Preservation and Hold Time (HT) Information

All samples received within holding time?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Samples Received on Ice?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

(Ice Type: OTHERS)

Sample/Temp Blank temperature	Temp: 0.8°C	NA <input type="checkbox"/>
ZHS conditional analyses: VOA meets zero headspace requirement (VOCs, TPHg/BTEX, RSK)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Sample labels checked for correct preservation?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
pH acceptable upon receipt (Metal: <2; Nitrate 353.2/4500NO3: <2; 522: <4; 218.7: >8)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>

UCMR Samples:

pH tested and acceptable upon receipt (200.7: ≤2; 533: 6 - 8; 537.1: 6 - 8)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Free Chlorine tested and acceptable upon receipt (<0.1mg/L) [not applicable to 200.7]?	Yes <input type="checkbox"/> No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>

Comments:

Add-On Testing

One (1) Composite Soil Sample Tested for WET Lead

PRE-S-A1/A2/A3/A4



McC Campbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2112981 A

Report Created for: Environmental Service

5789 Gold Creek Drive
Castro Valley, CA 94552

Project Contact: Marc Papineau

Project P.O.:

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Project Received: 12/16/2021

Analytical Report reviewed & approved for release on 12/30/2021 by:

Jennifer Lagerbom
Project Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current NELAP standards, where applicable, unless otherwise stated in a case narrative.





Glossary of Terms & Qualifier Definitions

Client: Environmental Service

WorkOrder: 2112981 A

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LQL	Lowest Quantitation Level
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDS D	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TZA	TimeZone Net Adjustment for sample collected outside of MAI's UTC.
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)



McC Campbell Analytical, Inc.
"When Quality Counts"

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Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mcccampbell.com / E-mail: main@mcccampbell.com

Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/27/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: CA Title 22
Analytical Method: SW6020
Unit: mg/L

Metals (STLC)

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PKE-S-A1/A2/A3/A4	2112981-001A	Soil	12/15/2021 16:04	ICP-MS5 216SMPL.d	236389

Analytes	Result	RL	DF	Date Analyzed
Lead	2.5	0.10	1	12/29/2021 20:58

Analyst(s): DB



Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/27/2021	BatchID:	236389
Date Analyzed:	12/29/2021	Extraction Method:	CA Title 22
Instrument:	ICP-MS5	Analytical Method:	SW6020
Matrix:	Soil	Unit:	mg/L
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-236389

QC Summary Report for Metals (STLC)

Analyte	MB Result	MDL	RL			
Lead	ND	0.100	0.100	-	-	-

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Lead	9.67	8.95	10	97	90	75-125	7.68	20

McC Campbell Analytical, Inc.



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Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

Page 1 of 1

WorkOrder: 2112981 A ClientCode: ENVC

☐ WaterTrax ☐ CLIP ☐ EDF ☐ EQUIS ☐ Dry-Weight ☒ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag
☐ Detection Summary ☐ Excel

Report to:

Marc Papineau
Environmental Service
5789 Gold Creek Drive
Castro Valley, CA 94552
510-881-8574 FAX: 510-581-7204

Email: marc_p@sbcglobal.net
cc/3rd Party:
PO:
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

Bill to:

Marc Papineau
Environmental Service
5789 Gold Creek Drive
Castro Valley, CA 94552
marc_p@sbcglobal.net

Requested TAT: 5 days;

Date Received: 12/16/2021

Date Logged: 12/16/2021

Date Add-On: 12/23/2021

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2112981-001	PRE-S-A1/A2/A3/A4	Soil	12/15/2021 16:04	<input type="checkbox"/>	A											

Test Legend:

1	PBMS_STLC_S	2		3		4	
5		6		7		8	
9		10		11		12	

Prepared by: Valerie Alfaro

Add-On Prepared By: Valerie Alfaro

Comments: Added STLC Pb to sample 001A 12/23/2021 STAT.

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.



McC Campbell Analytical, Inc.
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1534 Willow Pass Road, Pittsburg, CA 94565-1701
Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

WORK ORDER SUMMARY

Client Name: ENVIRONMENTAL SERVICE

Client Contact: Marc Papineau

Contact's Email marc_p@sbcglobal.net

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Comments: Added STLC Pb to sample 001A 12/23/2021 STAT.

Work Order: 2112981

QC Level: LEVEL 2

Date Logged: 12/16/2021

Date Add-On: 12/23/2021

LabID	ClientSampID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	SubOut
001A	PRE-S-A1/A2/A3/A4	Soil	SW6020 (Lead) (STLC)	4 / (4:1)	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 16:04	5 days*	1/4/2022		<input type="checkbox"/>	

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

2112981

McCAMPBELL ANALYTICAL, INC.1534 WILLOW PASS ROAD
PITTSBURG, CA 94565-1701Website: www.mccampbell.com Email: main@mccampbell.com

Telephone: (877) 252-9262

Fax: (925) 252-9269

CHAIN OF CUSTODY RECORDTURNAROUND TIME ☐ RUSH ☐ 24 HR ☐ 48 HR ☐ 72 HR ☒ 5 DAY☐ GeoTracker EDF ☒ PDF ☐ Excel ☐ Write On (DW)

Report To: M. Papineau Bill To: Accounts Payable
 Company: Environmental Service Environmental Service (ENVC)
 5789 Gold Creek Drive 5789 Gold Creek Drive
 Castro Valley, CA 94552 Castro Valley, CA 94552
 Tele: (510) 881-8574 E-Mail: mare_p@sbeglobal.net
 Project #: 2019-011.01 Project Name: Concord Airport Self Storage (Claremont Homes Inc.)
 Project Location: Solano Way between SR4 & Marsh Dr, Concord, CA (APN 125-210-012)
 Sampler Signature: *MP* QUOTE ID #213425 - 10-28-2021

Analysis Request QUOTE ID #213425- 10-28-2021															Other	Comments		
MTBE / BTEX & TPH as Gas (\$260B)																		
MTBE / BTEX ONLY (EPA 602 / 8021)																		
TPH as multi-range Diesel & Motor Oil			X														X	X
Total Petroleum Oil & Grease (1664 / 5520 E/B&F)				X													X	X
Total Petroleum Hydrocarbons (418.1)																		
EPA 502.2 / 601 / 8010 / 8021 (HIVOCs)																		
EPA 8081A (OC Pesticides ESLs)																		
EPA 608 / 8082 PCBs ONLY; Aroclors / Congeners																		
EPA 507 / 8141 (NP Pesticides)																		
EPA 515 / 8151 (Acidic CI Herbicides)																		
STLC Pb																		
EPA 525.2 / 625 / 8270 (SVOCs)																		
EPA 8270 SIM / 8310 (PAHs / PNAAs)																		
CAM 17 Metals (200.7 / 200.8 / 6010 / 6020)													X					
LUFT 5 Metals (200.7 / 200.8 / 6010 / 6020)																		
Lead (200.7 / 200.8 / 6010 / 6020) dry weight basis																		
×10 WET																	X	X
×20 TCLP																	X	X
Notes																		

SAMPLE ID	Field Point Name	SAMPLING		# Containers	Type Containers	MATRIX		METHOD PRESERVED	
		Date	Time			Water	Soil	ICE	HCL
PRE-S-A1-1.0	A1	12-15-2021	1604	1	J8		X	X	
PRE-S-A2-0.7	A2	12-15-2021	1545	1	J8		X	X	
PRE-S-A3-1.0	A3	12-15-2021	1557	1	J8		X	X	
PRE-S-A4-0.8	A4	12-15-2021	1552	1	J8		X	X	
PRE-S-B1-1.0	B1	12-15-2021	1520	1	J8		X	X	
PRE-S-B2-1.0	B2	12-15-2021	1529	1	J8		X	X	
PRE-S-B3-1.0	B3	12-15-2021	1514	1	J8		X	X	
PRE-S-B4-1.0	B4	12-15-2021	1508	1	J8		X	X	
PRE-S-C1-0.5	C1	12-15-2021	1441	1	J8		X	X	
PRE-S-C2-0.5	C2	12-15-2021	1410	1	J8		X	X	
PRE-S-C3-1.0	C3	12-15-2021	1448	1	J8		X	X	
PRE-S-C4-1.0	C4	12-15-2021	1428	1	J8		X	X	

Relinquished By: *M. Papineau* Date: 12-16-2021 Time: 1955 Received By: *Mai Courier*
 Relinquished By: *Mai Courier* Date: 12/16/21 Time: 1440 Received By: *Mai Gf*
 Relinquished By: Date: Time: Received By:

ICE/C: _____ COMMENTS: J8 8-ounce wide-mouth jar (glass)
 GOOD CONDITION _____ En 5-gram EnCore sampler
 HEAD SPACE ABSENT _____
 DECHLORINATED IN LAB _____
 APPROPRIATE CONTAINERS _____
 PRESERVED IN LAB _____

VOAS O&G METALS OTHER

PAGE 1 OF 2

Added 12/23/21 STAT.

Add-On Testing

Four (4) Discrete Soil Samples Tested for Lead Only

PRE-S-A1-1.0

PRE-S-A2-0.7

PRE-S-A3-1.0

PRE-S-A4-0.8



McC Campbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2112981 B

Report Created for: Environmental Service

5789 Gold Creek Drive
Castro Valley, CA 94552

Project Contact: Marc Papineau

Project P.O.:

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Project Received: 12/16/2021

Analytical Report reviewed & approved for release on 12/30/2021 by:

Angela Rydelius
Laboratory Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current NELAP standards, where applicable, unless otherwise stated in a case narrative.





Glossary of Terms & Qualifier Definitions

Client: Environmental Service

WorkOrder: 2112981 B

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LQL	Lowest Quantitation Level
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TZA	TimeZone Net Adjustment for sample collected outside of MAI's UTC.
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)



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"When Quality Counts"

1534 Willow Pass Road, Pittsburg, CA 94565-1701
Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
<http://www.mcccampbell.com> / E-mail: main@mcccampbell.com

Glossary of Terms & Qualifier Definitions

Client: Environmental Service

WorkOrder: 2112981 B

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Quality Control Qualifiers

F13 Indigenous sample results too high for a representative matrix spike analysis.



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/28/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

Lead

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A1-1.0	2112981-001C	Soil	12/15/2021 16:04	ICP-MS4 141SMPL.d	236439

Analytes	Result	RL	DF	Date Analyzed
Lead	8.9	0.50	1	12/29/2021 13:54

Surrogates	REC (%)	Limits	
Terbium	107	70-130	12/29/2021 13:54

Analyst(s): WV

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A2-0.7	2112981-001D	Soil	12/15/2021 15:45	ICP-MS4 142SMPL.d	236439

Analytes	Result	RL	DF	Date Analyzed
Lead	4.6	0.50	1	12/29/2021 13:58

Surrogates	REC (%)	Limits	
Terbium	108	70-130	12/29/2021 13:58

Analyst(s): WV

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A3-1.0	2112981-001E	Soil	12/15/2021 15:57	ICP-MS4 143SMPL.d	236439

Analytes	Result	RL	DF	Date Analyzed
Lead	10	0.50	1	12/29/2021 14:02

Surrogates	REC (%)	Limits	
Terbium	106	70-130	12/29/2021 14:02

Analyst(s): WV

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A4-0.8	2112981-001F	Soil	12/15/2021 15:52	ICP-MS5 105SMPL.d	236470

Analytes	Result	RL	DF	Date Analyzed
Lead	260	0.50	1	12/29/2021 11:50

Surrogates	REC (%)	Limits	
Terbium	100	70-130	12/29/2021 11:50

Analyst(s): AL



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Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
<http://www.mcccampbell.com> / E-mail: main@mcccampbell.com

Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/28/2021	BatchID:	236439
Date Analyzed:	12/29/2021	Extraction Method:	SW3050B
Instrument:	ICP-MS4	Analytical Method:	SW6020
Matrix:	Soil	Unit:	mg/kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-236439

QC Summary Report for Metals

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Lead	ND	0.0690	0.500	-	-	-
Surrogate Recovery						
Terbium	532			500	106	70-130

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Lead	48.3	48.5	50	97	97	75-125	0.405	20
Surrogate Recovery								
Terbium	541	545	500	108	109	70-130	0.758	20

(Cont.)

CA ELAP 1644 • NELAP 4033ORELAP



Quality Control Report

Client: Environmental Service
Date Prepared: 12/28/2021
Date Analyzed: 12/29/2021
Instrument: ICP-MS5
Matrix: Soil
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
BatchID: 236470
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/kg
Sample ID: MB/LCS/LCSD-236470
2112981-001FMS/MSD

QC Summary Report for Metals

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Lead	ND	0.0690	0.500	-	-	-
Surrogate Recovery						
Terbium	495			500	99	70-130

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Lead	50.7	50.8	50	101	102	75-125	0.138	20
Surrogate Recovery								
Terbium	504	502	500	101	100	70-130	0.371	20

Analyte	MS DF	MS Result	MSD Result	SPK Val	SPKRef Val	MS %REC	MSD %REC	MS/MSD Limits	RPD	RPD Limit
Lead	1	297	365	50	258.3	77	213,F13	75-125	20.6,F13	20
Surrogate Recovery										
Terbium	1	509	499	500		102	100	70-130	1.87	20

Analyte	DLT Result	DLTRef Val	%D	%D Limit
Lead	256	258.3	0.890	20

%D Control Limit applied to analytes with concentrations greater than 25 times the reporting limits.

McC Campbell Analytical, Inc.



1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

Page 1 of 1

WorkOrder: 2112981 B

ClientCode: ENVC

☐ WaterTrax ☐ CLIP ☐ EDF ☐ EQuIS ☐ Dry-Weight ☒ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag
☐ Detection Summary ☐ Excel

Report to:

Marc Papineau
Environmental Service
5789 Gold Creek Drive
Castro Valley, CA 94552
510-881-8574 FAX: 510-581-7204

Email: marc_p@sbcglobal.net
cc/3rd Party:
PO:
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

Bill to:

Marc Papineau
Environmental Service
5789 Gold Creek Drive
Castro Valley, CA 94552
marc_p@sbcglobal.net

Requested TAT: 3 days;

Date Received: 12/16/2021

Date Logged: 12/16/2021

Date Add-On: 12/28/2021

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2112981-001	PRE-S-A1-1.0	Soil	12/15/2021 16:04	<input type="checkbox"/>	C											
2112981-001	PRE-S-A2-0.7	Soil	12/15/2021 15:45	<input type="checkbox"/>	D											
2112981-001	PRE-S-A3-1.0	Soil	12/15/2021 15:57	<input type="checkbox"/>	E											
2112981-001	PRE-S-A4-0.8	Soil	12/15/2021 15:52	<input type="checkbox"/>	F											

Test Legend:

1	PBMS_TTLC_S	2		3		4	
5		6		7		8	
9		10		11		12	

Prepared by: Valerie Alfaro

Add-On Prepared By: Lilly Ortiz

Comments: Added STLC Pb to sample 001A 12/23/2021 STAT. TTLC Pb added to 001 as discrete samples 12/28/21 RTAT

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.



WORK ORDER SUMMARY

Client Name: ENVIRONMENTAL SERVICE

Client Contact: Marc Papineau

Contact's Email marc_p@sbcglobal.net

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Comments: Added STLC Pb to sample 001A 12/23/2021 STAT. TTLC Pb added to 001 as discrete samples 12/28/21 RTAT

Work Order: 2112981

QC Level: LEVEL 2

Date Logged: 12/16/2021

Date Add-On: 12/28/2021

LabID	ClientSampID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	SubOut
001C	PRE-S-A1-1.6	Soil	SW6020 (Lead)	1	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 16:04	3 days	1/3/2022		<input type="checkbox"/>	
001D	PRE-S-A2-0.7	Soil	SW6020 (Lead)	1	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:45	3 days	1/3/2022		<input type="checkbox"/>	
001E	PRE-S-A3-1.6	Soil	SW6020 (Lead)	1	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:57	3 days	1/3/2022		<input type="checkbox"/>	
001F	PRE-S-A4-0.8	Soil	SW6020 (Lead)	1	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:52	3 days	1/3/2022		<input type="checkbox"/>	

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

2112981

McCAMPBELL ANALYTICAL, INC. 1534 WILLOW PASS ROAD PITTSBURG, CA 94565-1701 Website: www.mccampbell.com Email: main@mccampbell.com Telephone: (877) 252-9262 Fax: (925) 252-9269										CHAIN OF CUSTODY RECORD TURNAROUND TIME <input type="checkbox"/> RUSH <input type="checkbox"/> 24 HR <input type="checkbox"/> 48 HR <input type="checkbox"/> 72 HR <input checked="" type="checkbox"/> 5 DAY <input type="checkbox"/> GeoTracker EDF <input checked="" type="checkbox"/> PDF <input type="checkbox"/> Excel <input type="checkbox"/> Write On (DW)														
Report To: M. Papineau					Bill To: Accounts Payable					Analysis Request QUOTE ID #213425-10-28-2021					Other	Comments								
Company: Environmental Service					Environmental Service (ENVC)					<div style="display: flex; justify-content: space-between;"> <div> NTBE / BTEX & TPH as Gas (8260B) MTBE / BTEX ONLY (EPA 602 / 8021) TPH as multi-range Diesel & Motor Oil Total Petroleum Oil & Grease (1664 / 5520 E/BA&F) Total Petroleum Hydrocarbons (418.1) EPA 502.2 / 601 / 8010 / 8021 (HIVOCs) EPA 8081A (OC Pesticides ESLs) EPA 608 / 8082 PCBs ONLY; Aroclors / Congeners EPA 507 / 8141 (NP Pesticides) EPA 515 / 8151 (Acidic Cl Herbicides) EPA 525.2 / 625 / 8250 (SVOCs) STLC Pb EPA 525.2 / 625 / 8250 (SVOCs) TTLC Pb EPA 8270 SIM / 8310 (PAHs / PNAs) CAM 17 Metals (200.7 / 200.8 / 6010 / 6020) LUFT 5 Metals (200.7 / 200.8 / 6010 / 6020) Lead (200.7 / 200.8 / 6010 / 6020) dry weight basis x10 WET x20 TCLP </div> <div style="border: 1px solid black; padding: 5px; text-align: center;"> Notes </div> </div>														
5789 Gold Creek Drive					5789 Gold Creek Drive																			
Castro Valley, CA 94552					Castro Valley, CA 94552																			
Tele: (510) 881-8574					E-Mail: marc_p@sbcglobal.net																			
Project #: 2019-011.01					Project Name: Concord Airport Self Storage (Claremont Homes Inc.)																			
Project Location: Solano Way between SR4 & Marsh Dr, Concord, CA (APN 125-210-012)																								
Sampler Signature: <i>MP</i>										QUOTE ID #213425-10-28-2021														
SAMPLE ID	Field Point Name	SAMPLING		# Containers	Type Containers	MATRIX		METHOD PRESERVED																
		Date	Time			Water	Soil	ICE	HCL															
PRE-S-A1-1.0	A1	12-15-2021	1604	1	J8		X	X																
PRE-S-A2-0.7	A2	12-15-2021	1545	1	J8		X	X																
PRE-S-A3-1.0	A3	12-15-2021	1557	1	J8		X	X																
PRE-S-A4-0.8	A4	12-15-2021	1552	1	J8		X	X																
PRE-S-B1-1.0	B1	12-15-2021	1520	1	J8		X	X																
PRE-S-B2-1.0	B2	12-15-2021	1529	1	J8		X	X																
PRE-S-B3-1.0	B3	12-15-2021	1514	1	J8		X	X																
PRE-S-B4-1.0	B4	12-15-2021	1508	1	J8		X	X																
PRE-S-C1-0.5	C1	12-15-2021	1441	1	J8		X	X																
PRE-S-C2-0.5	C2	12-15-2021	1410	1	J8		X	X																
PRE-S-C3-1.0	C3	12-15-2021	1448	1	J8		X	X																
PRE-S-C4-1.0	C4	12-15-2021	1428	1	J8		X	X																
Relinquished By: <i>Mr. Papineau</i>		Date: 12-16-2021	Time: 0955	Received By: <i>Mai courier</i>		COMMENTS: ICE? _____ GOOD CONDITION <i>0.8 wet</i> HEAD SPACE ABSENT _____ DECHLORINATED IN LAB _____ APPROPRIATE CONTAINERS _____ PRESERVED IN LAB _____ VOAS O&G METALS OTHER J8 8-ounce wide-mouth jar (glass) En 5-gram EnCore sampler																		
Relinquished By: <i>Mai courier</i>		Date: 12/16/21	Time: 1440	Received By: <i>Yali G</i>																				
Relinquished By: _____		Date: _____	Time: _____	Received By: _____																				

Added 12/23/21 STAT.
 Added 12/28/21 RTH

EXHIBIT D
FORM OF PERFORMANCE BOND

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

Mailing Address for Notices**OWNER:**

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond:

☐ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name
and Title:

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Handwritten signatures in blue ink.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

ag yuel

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

By [signature]

EXHIBIT E
FORM OF RENTAL AGREEMENT

SELF STORAGE RENTAL AGREEMENT

<Site.StreetAddress1>, <Site.City>, <Site.Region> <Site.PostalCode>

**Occupant
Information**

Name: <Tenant.FirstName> <Tenant.LastName>

Address: <Tenant.StreetAddress1>
<Tenant.StreetAddress2>
<Tenant.City>, <Tenant.Region> <Tenant.PostalCode>

Phone: Home: <Tenant.HomePhone>
Work: <Tenant.WorkPhone>
Cell: <Tenant.MobilePhone>

Email: <Tenant.Email>

Social Security #: <Tenant.SSN_Masked>
Drivers License #: <Tenant.DriversLicense> State: <Tenant.DriversLicenseRegion>

Employer's Name: <Tenant.Employer>

**Alternate
Person**

Please provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be sent. (If none write "none")

Name: <Tenant.AltName>
Address: <Tenant.AltStreetAddress1>
<Tenant.AltCity>, <Tenant.AltRegion> <Tenant.AltPostalCode>

**Military
Service:**

Are you or your spouse on active duty military service?
<ESign.RadioButtonPair:Yes:No>

**Space,
Rent,
Fees
& Charges**

Space/Unit #: <Tenant.UnitName>

Lease Start Date: <Tenant.MoveInDate>

Rent Due Date: <Tenant.DueDay>st of each month

Rent: \$<Tenant.RentalRate>

Admin. Fee: \$<Tenant.FeeAdmin>

Late Fee: \$<Tenant.LateFee1>

Bad Check Charge: \$<Tenant.FeeBadCheck>

Pre-Lien Letter Charge: \$20.00

Lien Letter Charge: \$20.00

Auction/Lock Cut Fee: \$<Fee.Auction>

NOTICE OF LIEN: Pursuant to the California Self-Service Storage Facility Act your property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if rent and other charges due remain unpaid for fourteen (14) consecutive days.

LIEN NOTIFICATION By ELECTRONIC MAIL: Lien notices may be sent to the occupant and to the alternate by electronic mail.

OWNER'S RIGHT TO TOW: Pursuant to the California Self-Service Storage Act, Owner also has the right to tow a vehicle, watercraft or trailer from the facility when rent and other charges are 60 or more days past due.

Self Storage (hereinafter Owner) rents to Occupant the storage space indicated above pursuant to the following terms and conditions:

1. **TERM:** The term of the tenancy shall commence on the date indicated above and shall continue on a month-to-month basis until terminated by either party on not less than (10) days' notice. The minimum rental term is one month.
2. **RENT:** The rent shall be the amount stated above and paid to Owner at the address stated above. Rent is due each month on the rent due date in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. Owner may change the monthly rent or other charges by giving Occupant thirty (30) days advanced written notice by first-class mail or by email at the postal address or email address stated in this agreement. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.
3. **PARTIAL RENT PAYMENTS:** Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial rent payments by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the California Self-service Storage Facility Act.
4. **CHANGE OF ADDRESS:** Occupant must provide address changes to Owner in writing. Such change will become effective when received by Owner. It is the responsibility of the Occupant to verify that Owner has received and recorded the requested change of address.
5. **ADMINISTRATION FEE:** Occupant agrees to pay the indicated non-refundable administration fee.
6. **SECURITY DEPOSIT:** Occupant will pay in advance a security deposit in the amount

by [signature]

stated above to secure Occupant's faithful performance of all terms of this agreement. Occupant agrees that Owner need not segregate this deposit from other funds, and that no interest will be due for the period of time during which the deposit is held. This deposit, less all expenses incurred by Owner for damage to or cleaning of the storage space, shall be returned to Occupant within 15 days after Occupant removes all stored property from the storage space. At Owner's sole option, amounts may be withheld from the security deposit to compensate Owner for rent or any other charges due and unpaid under this agreement at the time Occupant relinquishes, abandons, or otherwise loses possession of the storage space. Owner reserves the right to require an additional security deposit when deemed necessary in Owner's sole discretion.

7. LATE FEES AND OTHER CHARGES: Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date. Occupant will pay Owner the indicated fee for each letter sent to Occupant notifying Occupant of the default. Occupant agrees to pay Owner the indicated "Bad Check Charge" plus all bank charges for any dishonored check. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Owner.

8. CROSS COLLATERALIZATION OF SPACES: When Occupant rents more than one space at this facility, the rent is secured by the property in all the spaces rented. Failure by Occupant to pay on any space shall be considered a default on all spaces rented. Owner may exercise all remedies, including, denial of access to the facility and sale of the property, if all rent on all spaces is not paid when due.

9. GATE ACCESS REVOKED: When rent or other charges remain unpaid for ten (10) consecutive days, Owner may revoke Occupant's gate access code. Owner may also immediately revoke Occupant's gate access code for good cause as provided in Paragraph 11. During any such period, Occupant will only have access to the space during office hours and must first check-in at the office prior to entry into the facility.

10. TERMINATION: Ten (10) days advanced written notice given by Owner or Occupant to the other party will terminate this tenancy. Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the unit. Upon termination of this tenancy under this Paragraph 10 or under Paragraph 11, Occupant must remove all personal property from the storage space, deliver possession thereof to Owner and leave the space broom clean and in good condition. Occupant is responsible for all damages.

11. TERMINATION FOR GOOD CAUSE: Owner shall be entitled to terminate this tenancy and to revoke Occupant's gate access code immediately for good cause which includes, without limitation, the following actions by Occupant or by any of Occupant's guests or invitees: (i) misconduct toward any employees of Owner or other occupants of the facility, including swearing or acts of physical intimidation, intentional property damage or assault, (ii) causing damage to any portion of the facility (iii) criminal or illegal acts, (iv) violating the use restrictions of Paragraphs 12 or 14, (v) repeated violations of the rules and regulations applicable to this facility or (vi) other conduct that is not consistent with the operation by Owner of a first-class self storage facility.

12. USE OF STORAGE SPACE: Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner does not exercise care, custody, nor control, over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. There shall be no residential occupancy of the storage space and Occupant shall not store food or any perishable items in the storage space. Occupant shall not store antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. In all events, none of Occupant's stored property shall be within eighteen inches (18") of the lowest part of the sprinkler heads within the storage space and, upon receipt of request from Owner, Occupant shall remove or rearrange its stored property to maintain such required separation distance between the height of the stored property and the sprinkler heads.

13. LIMITATION OF VALUE OF STORED PROPERTY: Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Occupant may be required to demonstrate proof of insurance before such increase will be granted. Occupant shall not store any property that is dangerous, that would affect Owner's insurance rates or any property that is illegal including illegal drugs of any kind or any marijuana or marijuana or cannabis containing substances or products regardless of whether such substances or products are legal or illegal. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below. Occupant acknowledges that (i) Occupant's agreement to the terms of this paragraph (Use of Storage Space) constitutes a material part of the consideration to be received by Owner in entering into this Agreement and (ii) without such agreement by Occupant, Owner would not have entered into this Agreement.

14. HAZARDOUS OR TOXIC MATERIALS PROHIBITED: Occupant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items.

15. INSURANCE: Occupant acknowledges that Owner does not provide any type of insurance that would protect Occupant's personal property from loss by fire, theft, earthquake, malicious mischief or any other type of casualty loss. It is Occupant's responsibility to obtain such insurance. Subject to the terms of the Self Storage of _____ Protection Agreement attached hereto as an Addendum (the "Protection Agreement"), Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property and Occupant shall provide Owner with a certificate of insurance or

policy declarations page evidencing said coverage prior to storing any property within the storage space. Subject to the terms of the Protection Agreement, Occupant shall be responsible for ensuring that the insurance required hereby does not expire and remains active throughout the term of this rental agreement. Subject to the terms of the Protection Agreement, insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner and, without such condition being a part of this agreement, Owner would not have entered into this agreement. Subject to the terms of the Protection Agreement, failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees for loss of or damage to stored property.

16. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage of any nature or cause, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. Occupant acknowledges that (i) Occupant's agreement to the terms of this paragraph (Release of Owner's Liability for Property Damage) constitutes a material part of the consideration to be received by Owner in entering into this Agreement and (ii) without such agreement by Occupant, Owner would not have entered into this Agreement.

17. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. Occupant acknowledges that (i) Occupant's agreement to the terms of this paragraph (Release of Owner's Liability for Bodily Injury) constitutes a material part of the consideration to be received by Owner in entering into this Agreement and (ii) without such agreement by Occupant, Owner would not have entered into this Agreement.

18. TIME TO MAKE CLAIM OR BRING SUIT: Occupant must bring any claim that arises out of this rental agreement, the negotiations that proceeded this tenancy, or for loss of or damage to stored property within twelve (12) months of the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

19. INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas, including claims for Owner's active negligence.

20. LOCKS: Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to,

take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant.

21. RULES AND REGULATIONS: Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

22. PROPERTY LEFT IN THE STORAGE SPACE: Owner may dispose of any property left or abandoned in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

23. OCCUPANT ACCESS: Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the storage facility.

24. OWNER'S RIGHT TO ENTER: Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon three (3) days advanced written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.

25. NO SUBLETTING: Occupant shall not assign or sublease or otherwise allow usage of the storage space by any persons other than Occupant without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

26. NOTICES: All notices required by this rental agreement shall be sent by first class mail postage prepaid to Occupant's last known mailing address or by e-mail to the e-mail address provided by the occupant. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided by Occupant. Occupant agrees that mailed notice is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service and that electronic mail notices shall be deemed delivered upon sending unless Owner receives notice of non-delivery within 48 hours of sending the notice. All statutory notices shall be sent as required by law.

27. NO WARRANTIES: No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

by [signature]

28. NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

29. SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

30. ENFORCEMENT: If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

31. SPACE SIZE APPROXIMATE: Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

32. NO ALTERATIONS: Occupant shall make no alterations of any type whatsoever to the interior or exterior of the space.

33. NO WAIVER: No waiver of any provision of this agreement shall be implied by any failure of a party to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently, any waiver by a party of any provision of this agreement may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

34. PERMISSION TO COMMUNICATE: Occupant recognizes that Owner and Occupant are entering into a business relationship as Owner and Occupant. Occupant agrees to keep at least one valid and working phone number on file with Owner at all times for the purposes of contact by Owner. Occupant authorizes and consents to Owner phoning, texting (including automated calls and texts), faxing, e-mailing and using social media to communicate with Occupant with marketing, facility related information and/or other business-related communications including but not limited to collection of amounts due hereunder.

35. RELOCATION: Owner shall be entitled to change the storage space rented by Occupant at any time on not less than thirty (30) days' prior written notice and to relocate Occupant's property to said new space at no cost to Occupant.

Signatures on following page

7 

Do not sign this agreement until you have read it and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

Occupant Signature: <ESign.Signature1>
<Tenant.LeaseSignDate>

Date:

On Behalf of Owner: <ESign.Signature2>

Date:
<Tenant.LeaseSignDate>



Contra
Costa
County

To: Board of Supervisors

From: Director of Airports

Date: February 1, 2022

Subject: Acceptance of Federal Aviation Administration Grant Funding to Upgrade Security at Buchanan Field

RECOMMENDATION(S):

AUTHORIZE the Director of Airports to submit an Airport Improvement Program (AIP) grant application to both the Federal Aviation Administration (FAA) and the California Department of Transportation-Division of Aeronautics (Caltrans) for approximately \$7,400,000 and \$150,000, respectively, to design, purchase, and install replacement airport security equipment at Buchanan Field, Pacheco area (District IV).

APPROVE and AUTHORIZE the Chair of the Board of Supervisors to sign a Statement of Acceptance with the Federal Aviation Administration for up to \$7,400,000 of grant funds to design, purchase, and install replacement airport security equipment.

APPROVE and AUTHORIZE the Director of Airports, or designee, to sign an acceptance of up to \$150,000 of funds under the California Aid to Airports Program Grant Agreement-Federal AIP Matching Funds grant program to design, purchase and install replacement airport security equipment.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Beth Lee, 925-681-4200

By: , Deputy

cc:

FISCAL IMPACT:

There is no negative impact on the General Fund. The total cost of the project will be approximately \$7,550,000. This amount will be fully funded in one of the following ways: (1) 100% by the FAA, or (2) 90% by the FAA, 4.5% by Caltrans, and 5.5% by the Airport Enterprise Fund.

BACKGROUND:

Buchanan Field is an FAA Federal Aviation Regulation Part 139 certificated airport and must meet certain security requires as established by the FAA and the Transportation Security Administration (TSA). In September 2009, the Board authorized a contract to design security upgrades at Buchanan Field Airport. In January 2011, the Board authorized the construction of security upgrades at Buchanan Field Airport. It is critical to continuously make security upgrades to maximize the benefits of new technology and replace aging equipment. In June 2020, the Board authorized grant submittal and acceptance of federal funding for added security improvements. The security project was put out to bid, however, and the bids came in almost twice as high as available federal funding. As such, the project was deferred until this year.

The subject of this Board Order is FAA grant funding that will be used to evaluate the existing security measures and then prepare a construction bid package to purchase and install the various security upgrades. The top priority of the project is the replacement of approximately 18,000 linear feet of existing security fencing. All other existing security mitigation measures will be evaluated for upgrades and or replacement, i.e. security lighting, access vehicle/pedestrian gates, closed circuit security cameras, access control system, and access ID card system. Additionally, new technology security systems and measures will be analyzed for possible addition/implementation at Buchanan Field.

Typically, the FAA funds only 90% of each airport project. As a result of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was signed into law on March 27, 2020, grant funding from the FAA may be up to 100% of this project. In April 2020, the Board authorized the Airports to participate in CARES Act funding opportunities. As a result of our grant application, the FAA may fund 100% of the project costs. However, if the FAA funds 90% of the cost of the project, the balance of the cost will be paid for through a combination of grant funding from Caltrans (in the amount of \$150,000) and capital reserves from the Airport Enterprise Fund (in the amount of \$605,000).

CONSEQUENCE OF NEGATIVE ACTION:

The County will not receive the FAA and Caltrans Grant funding necessary to make the security upgrades at Buchanan Field, which will result in the project not being completed. The Airports Division would then work to continue to make necessary improvements with longer timelines.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 1, 2022

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Alishia & Pervis Abbott, AAA Ins. For Zhuandi Deng, JDG, a minor, by and through his Guardian Ad Litem, Eduardo Gutierrez, Anthony Henderson, and Kaitlyn Wilkins. DENY late claim filed by David S. McGillicuddy.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Alishia & Pervis Abbott: Medical malpractice claim for nerve damage to foot in the amount of \$1,000,000.

AAA Insurance for Zhuandi Deng: Subrogation claim for an unstated injury in an unstated amount.

JDG, a minor, by and through his Guardian Ad Litem, Eduardo Gutierrez: Dangerous condition claim for injuries sustained in accident in an amount not to exceed \$1,000,000.

Anthony Henderson: Property loss claim for missing phone and watch in the amount of \$20,000.

Kaitlyn Wilkins: Personal injury claim for trip and fall in an unstated amount.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Risk Management

By: , Deputy

cc:

BACKGROUND: (CONT'D)

David S. McGillicuddy: Request that Board of Supervisors accept a late claim for damages related to COVID-19 eviction moratorium.

CONSEQUENCE OF NEGATIVE ACTION:

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

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: February 1, 2022



Contra
Costa
County

Subject: Resolution Recognizing Antioch 150 year incorporation

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Dawn Morrow 19252524500

By: , Deputy

cc:

ATTACHMENTS

Resolution
2022/49

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

In the matter of:

Resolution No. 2022/49

The City of Antioch, California upon celebrating the 150th Anniversary of its incorporation.

Whereas the City of Antioch, California is celebrating the 150th anniversary of its incorporation, and

Whereas Antioch is one of the oldest towns in the region, and

Whereas in 1848, John Marsh, owner of Rancho Los Méganos, one of the largest ranches in California, built a landing on the San Joaquin River in what is now Antioch, and

Whereas it became known as Marsh's Landing and was the shipping point for the 17,000-acre rancho, and

Whereas in 1849, twin brothers Rev. William Wiggins Smith and Rev. Joseph Horton Smith sailed from Boston, purchased land from John Marsh and founded a town slightly west of Marsh's Landing, and named it Smith's Landing, and

Whereas during the town picnic on July 4, 1851, William, the town's new minister, persuaded the residents to change the name of the town to Antioch, for the biblical city of Antioch, and by united acclamation, it was so christened, and

Whereas around 1859, coal was discovered in several places in the hills south of Antioch, and coal mining formed the first substantial business apart from farming and dairying for the inhabitants of this community, and

Whereas this new industry added greatly to the economic activity of the Antioch area, and

Whereas the building that served as the Antioch terminus of the Black Diamond railroad still stands on the corner of F Street and Fourth Street, and the grading and trestles remain much as they were in the early days, and

Whereas in 1863, a great excitement arose over the discovery of copper ore near Antioch, and

Whereas the Antioch Post Office was opened in 1851, closed in 1852, reopened in 1855, closed again in 1862, reopened in 1863, and has operated continuously since, and

Whereas the City of Antioch was incorporated in 1872, and

Now, therefore be it resolved that Contra Costa County Board of Supervisors recognizes and celebrates the City of Antioch on its Sesquicentennial anniversary.

KAREN MITCHOFF

Chair, District IV Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

DIANE BURGIS

District III Supervisor

FEDERAL D. GLOVER

District V Supervisor

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

ATTESTED: February 1, 2022

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Ann Elliott, Human Resources Director
Date: February 1, 2022

Subject: Adopt Ordinance No. 2022-05 amending the County Ordinance Code to exempt the classification Chief of Administrative Services

RECOMMENDATION(S):

ADOPT Ordinance No. 2022-05 amending the County Ordinance Code to exclude from the merit system the new classification of Chief of Administrative Services-Exempt, update section heading, and reorganize existing section.

FISCAL IMPACT:

Upon approval, this action will not have any fiscal impacts.

BACKGROUND:

In April 2018 the County established a new unrepresented classification of Chief of Administrative Services. The intention at that time was to exempt the classification from the merit system and consolidate several department-specific classification serving in that same capacity. However, that consolidation of the classifications was delayed, and the new classification has not been used. This Chief of Administrative Services typically reports to the department head and acts with a high-degree of independence when developing and implementing policies and procedures, and supervising staff performing personnel, payroll, fiscal, and administrative functions in mid-size or large departments. The Human Resources Department is recommending that the exemption of this classification so that it is available for use in County departments.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Gladys Reid (925) 655-2122

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Departments looking to use this classification will lack the authority to appoint an at-will employee needed to ensure the maximum level of responsiveness and and responsibility for major departmental functions.

ATTACHMENTS

Ordinance 2022-05

ORDINANCE NO. 2022-05

**(Exclude from the Merit System the New Classification of Chief of
Administrative Services-Exempt and Non-substantive Section
Reorganization & Heading Update)**

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I: Section 33-5.375 of the County Ordinance Code is amended to exclude from the merit system the new classification of Chief of Administrative Services-Exempt and non-substantive section reorganization & heading update:

33-5.375 – Countywide Departmental Exempt Classifications.

(a) The departmental human resources officer I-exempt and departmental human resources officer II-exempt are excluded and are appointed by any department head as may be authorized by the board.

(b) The chief of administrative services-exempt is excluded and is appointed by any department head as may be authorized by the board.

(Ord. Nos. 2022-05, § 1, 2-01-2022; 2021-14, § 1, 04-27-21; 2018-03 § 1, 02-06-18; Editor's note: Ord. No. 2014-01, § II, adopted January 14, 2014, repealed § 33-5.375 in its entirety. Former § 33-5.375 pertained to general services and was derived from Ord. No. 85-54 § 2; Ord. No. 85-79 § 2; Ord. No. 2000-34; Ord. No. 2000-42; Ord. No. 2002-51 § 1; Ord. No. 2005-30 § 1; Ord. No. 2009-22, § I, adopted October 20, 2009 and Ord. No. 2010-06, § I, adopted June 22, 2010.)

SECTION II: EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of the supervisors voting for and against it in the _____, a newspaper published in this County.

PASSED ON _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

By: _____
Deputy

Board Chair

[SEAL]



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 1, 2022

Subject: Ordinance No. 2022-08 repealing Ordinance Code chapter 62-10, Allocation of Funds for Other Post-Employment Benefits

RECOMMENDATION(S):

ADOPT Ordinance No. 2022-08 repealing Ordinance Code chapter 62-10, Allocation of Funds for Other Post-Employment Benefits.

FISCAL IMPACT:

The financial impact of repealing Ordinance Code chapter 62-10, Other Post-Employment Benefits (OPEB) Funding, is approximately \$67.0 million, which will be redirected to employee wages.

BACKGROUND:

On May 16, 2006, the Board of Supervisors received an actuarial analysis of the County's liability for retiree healthcare and other post-employment benefits (OPEB), which identified a total (and growing) liability of \$2.6 billion. On June 26, 2007, as part of a strategic funding strategy, the Board of Supervisors adopted an OPEB funding target of 100% of the potential liability for the retiree population. The volatility of the health benefit environment ruled out targeting 100% of the entire potential future liability. Additionally, the Board's goal to ensure our service delivery balance also made funding 100% of the liability impossible. Conversely, long-term impact to the County and General Fund balance sheets ruled out continuing to pay only current costs (pay-go). After discussion, the Board adopted an OPEB pre-funding policy targeting the entire amount associated with the retiree population, which equated to approximately 40% of the total liability at that time (\$1.029 billion).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Lisa Driscoll, County Finance Director (925)
665-2047

By: , Deputy

cc: All County Departments (via CAO)

BACKGROUND: (CONT'D)

The Board also adopted an allocation of specific future eligible resources to meet the requirements for OPEB funding. The following table lists those annual resources identified at that time (in millions):

Resource	Beginning FY	Amount
Redirect Workers Compensation	2008/09	\$10
Redirect UAAL Rate Adjustment	2009/10	\$10
Redirect POB Bond payments	2014/15	\$33
Redirect POB Bond payments	2022/23	<u>\$47</u>
Total Annual Future Resource Redirection	2024 - onward	\$100

On September 25, 2007 the Board of Supervisors approved the selection of an irrevocable trust structure (Internal Revenue Code Section 115) for OPEB funding for Contra Costa County. The purpose of the Trust is to hold assets to pay post employment health benefits and the purpose of the Plan is to provide post employment health benefits for certain retired employees and their spouses and dependents. The County began pre-funding benefits in the 2008/09 fiscal year. Due to budget constraint, in 2014, the allocation target was revised (by Ordinance) to (in millions):

Resource	Beginning FY	Amount
Redirect Workers Compensation	2008/09	\$10
Redirect UAAL Rate Adjustment	2009/10	\$10
Redirect POB Bond payments	2022/23	<u>\$47</u>
Total Annual Future Resource Redirection	2024 - onward	\$67

The most recent actuarial report (attached), as of June 30, 2021, identified the fiduciary net position as \$444.728 million, the current net position of the total OPEB liability as 50.6%, and the current percentage of retirees to actuals in the liability as 43.57%. The assets held in the OPEB Trust exceed the targeted funding level; therefore, on January 25, 2022, the County introduced an Ordinance to repeal Ordinance Code chapter 62-10 (attached), waived the reading, and fixed February 1, 2022 for adoption. It should be noted that, pursuant to the Ordinance, the allocation of future resources specified in this section can be changed only by a five-fifths vote of the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in repealing the Ordinance on Other Post-Employment Benefits Funding, which impacts the allocation of resources in the annual budget.

ATTACHMENTS

Ordinance No. 2022-08

Ordinance Chapter 62-10

OPEB Actuarial Report of October 6, 2021

ORDINANCE NO. 2022-08

(Repeal of Ordinance Allocating Funds for Other Post-Employment Benefits.)

The Board of Supervisors of the County of Contra Costa ordains as follows:

SECTION I. Summary. This ordinance repeals Chapter 62-10 of the County Ordinance Code, which allocates specific future resources for funding Other Post-Employment Benefits.

SECTION II. Repeal. Chapter 62-10, which contains only Section 62-10.002 (Allocation of Funds for Other Post-Employment Benefits), is hereby repealed and of no further force or effect.

SECTION III. Effective Date. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of the supervisors voting for or against it, in the East Bay Times, a newspaper published in this County.

PASSED ON _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Board Chair Karen Mitchoff

By:

Deputy Clerk [_____]

[SEAL]

RJH:lg

Chapter 62-10 OTHER POST-EMPLOYMENT BENEFITS FUNDING

62-10.002 Allocation of funds for other post-employment benefits.

- (a) As used in this section, the phrase "other post-employment benefits" has the same meaning as in General Accounting Standards Board Statement 45.
- (b) As the following future resources become available, they will be allocated to funding other post-employment benefits.

Resource	Beginning Fiscal Year	Amount
Redirect From Workers Compensation Program	2008/2009	\$10,000,000
Redirect From UAAL Rate Adjustment Payments	2009/2010	\$10,000,000
Redirect Pension Obligation Bond Payments (Retired Bond)	2022/2023	\$47,000,000
Total Annual Future Resource Redirection	2024— onward	\$67,000,000

- (c) The allocation of future resources specified in this section can be changed only by a five-fifths vote of the board of supervisors.
- (d) Nothing contained herein shall prevent the county from complying with applicable state or federal laws.
- (Ord. No. 2014-04, § II, 4-1-14; Ord. 2008-16 § 2)



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October 6, 2021

Ms. Lisa Driscoll
County Finance Director
County Administrator's Office
651 Pine Street, 10th Floor
Martinez, CA 94553

***Contra Costa County Other Post Employment Benefits Plan –
GASB 74 / 75 Disclosures as of June 30, 2021***

Dear Ms. Driscoll:

I am pleased to enclose above titled report for the Contra Costa County ("County"). In this report, we have prepared certain disclosures required by GASB Statements No. 74 and 75 for the Contra Costa County's OPEB Plan for the fiscal year ending June 30, 2021.

If you have any questions or would like to review the report, please call me at (415) 394-3740.

Sincerely,

A handwritten signature in black ink, appearing to read "John R. Botsford".

John R. Botsford, FSA, MAAA

enc.

Contra Costa County Other Post Employment Benefits Plan

GASB 74 and 75 Disclosures as of June 30, 2021

Prepared by:

John R. Botsford
FSA, MAAA

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October 6, 2021



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October 6, 2021

Contra Costa County
651 Pine Street
Martinez, CA 94553

**Contra Costa County Other Post Employment Benefits Plan
GASB 74 and 75 Disclosures as of June 30, 2021**

At the request of the Contra Costa County, we have prepared GASB 74 / 75 disclosures for the fiscal year ending June 30, 2021, to comply with Statements No. 74 and 75 of the Governmental Accounting Standards Board (GASB).

In preparing this report, we relied, without audit, on information supplied by the Contra Costa County's staff. This information includes but is not limited to employee census data, financial information and plan provisions. While Milliman has not audited the financial and census data, they have been reviewed for reasonableness and are, in our opinion, sufficient and reliable for the purposes of our calculations. If any of this information as summarized in this report is inaccurate or incomplete, the results shown could be materially affected and this report may need to be revised.

All costs, liabilities, rates of interest, and other factors for the County have been determined on the basis of actuarial assumptions and methods which are individually reasonable (taking into account the experience of the County and reasonable expectations); and which, in combination, offer our best estimate of anticipated experience affecting the County. Further, in our opinion, each actuarial assumption used is reasonably related to the experience of the Plan and to reasonable expectations which, in combination, represent our best estimate of anticipated experience for the County.

This valuation report is only an estimate of the Plan's financial condition as of a single date. It can neither predict the Plan's future condition nor guarantee future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of County's contributions. While the valuation is based on an array of individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. No one set of assumptions is uniquely correct. Determining results using alternative assumptions is outside the scope of our engagement.

The results were developed using models that use standard actuarial techniques. We have reviewed the models, including their inputs, calculations, and outputs for consistency, reasonableness, and appropriateness to the intended purpose and in the compliance with generally accepted actuarial practice and relevant actuarial standards of practice (ASOP).

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in plan provisions or

applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of future measurements. The County has the final decision regarding the appropriateness of the assumptions and actuarial cost methods.

Actuarial computations presented in this report under GASB Statements No. 74 and 75 are for purposes of assisting the County in fulfilling its financial accounting requirements. The computations prepared for this purpose may differ as disclosed in our report. The calculations in the enclosed report have been made on a basis consistent with our understanding of the County's funding policy and goals. The calculations in this report have been made on a basis consistent with our understanding of the OPEB plan provisions described in Appendix A of this report, and of GASB Statements No. 74 and 75. Determinations for purposes other than meeting these requirements may be significantly different from the results contained in this report. Accordingly, additional determinations may be needed for other purposes.

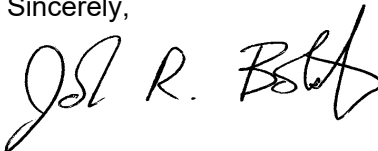
Milliman's work is prepared solely for the internal business use of the Contra Costa County. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit or create a legal duty to any third party recipient of its work product. Milliman's consent to release its work product to any third party may be conditioned on the third party signing a Release, subject to the following exceptions:

- a) Contra Costa County may provide a copy of Milliman's work, in its entirety, to County's professional service advisors who are subject to a duty of confidentiality and who agree to not use Milliman's work for any purpose other than to benefit the Contra Costa County.
- b) Contra Costa County may provide a copy of Milliman's work, in its entirety, to other governmental entities, as required by law.

No third party recipient of Milliman's work product should rely upon Milliman's work product. Such recipients should engage qualified professionals for advice appropriate to their own specific needs. The consultants who worked on this assignment are actuaries. Milliman's advice is not intended to be a substitute for qualified legal or accounting counsel. The signing actuary is independent of the plan sponsor. We are not aware of any relationship that would impair the objectivity of our work.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, the report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the applicable Actuarial Standards of Practice of the American Academy of Actuaries. The undersigned is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Sincerely,

A handwritten signature in black ink, appearing to read 'John R. Botsford', written in a cursive style.

John R. Botsford, FSA, MAAA
Principal and Consulting Actuary

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Introduction

Milliman, Inc. (Milliman) has been retained by Contra Costa County (the "County") to provide disclosures required by GASB Statements No. 74 and 75 for the Contra Costa County OPEB Plan for the fiscal year ending June 30, 2021.

GASB 74 applies to financial reporting for public OPEB plans. Even if the plan does not issue standalone financial statements, but rather is considered a trust fund of a government, it is subject to GASB 74.

GASB 75 governs the specifics of accounting for public OPEB plan obligations for employers. GASB 75 requires a liability for OPEB obligations, known as the Net OPEB Liability, to be recognized on the balance sheets of employers. Changes in the Net OPEB Liability will be immediately recognized as OPEB Expense on the income statement or reported as deferred inflows/outflows of resources depending on the nature of the change.

The results contained in this report represent our best estimates based on the assumptions used in the valuation. However, variation from these or any other estimates of future benefits is not only possible but probable. To the extent that actual experience differs from the anticipated experience, actual plan costs will vary as well.

Background

Currently, employees who retire directly from the County may receive certain retiree health benefits if they meet certain eligibility requirements. The County may contribute an amount toward the cost of retiree health benefits for some retirees consistent with the bargaining agreement between the County and various bargaining units. Appendix A provides a detailed summary of benefits.

Key Results

The following table summarizes key results. Exhibits 1 – 7 contain the information needed for the preparation of accounting disclosures under GASB 74 and 75.

Fiscal Year Ending	June 30, 2021	June 30, 2020
Net OPEB Liability		
Total OPEB Liability	\$ 878,049,000	\$ 865,362,000
Fiduciary Net Position	<u>444,728,000</u>	<u>341,429,000</u>
Net OPEB Liability	\$ 433,321,000	\$ 523,933,000
Fiduciary Net Position as % of Total OPEB Liability	50.6%	39.5%
Annual OPEB Expense	\$ 13,604,000	\$ 39,666,000
Deferred (Inflows)/Outflows of Resources	(132,330,000)	(106,586,000)

Plan Changes since the Last Fiscal Year Ending June 30, 2020

There were no plan changes since the last fiscal year ending June 30, 2020.

Assumption Changes since the Fiscal Year Ending June 30, 2020

As this is a “roll-forward” valuation, the same investment rate of return, discount rate, health costs trends, demographic and coverage election assumptions used in the last full valuation report (valuation date of January 1, 2020) apply to this roll-forward valuation. The following are the rationales from the last full valuation report (valuation date of January 1, 2020).

Rationale for Significant Assumptions

With any valuation of future benefits, assumptions of anticipated future events are required. If actual events differ from the assumptions made, the actual cost of the plan will vary as well. A complete list of actuarial assumptions is presented in Appendix B.

Investment Rate of Return. We have assumed an investment rate of return of 5.85%, net of investment expenses. This is based on the investment policy set by the County for its OPEB trust where the County invests its assets in the Public Agency Retirement Services (PARS) Trust to fund its OPEB liabilities.

Discount Rate. Under GASB 74 & 75, the discount rate should be the single rate that reflects the long-term rate of return on OPEB plan investments that are expected to be used to finance the payment of benefits. To the extent that OPEB plan assets are insufficient to finance all OPEB benefits, the discount rate should be based on 20-year tax-exempt AA or higher Municipal Bonds as of the Measurement Date. County's OPEB Irrevocable Trust assets are invested in the Public Agency Retirement Services' Highmark Diversified Portfolio. Based on the Trust's asset allocation, we have assumed an expected average annual rate of return of 5.85%. See Appendix B for additional detail.

The County's current funding policy is to fund the pay-as-you-go costs for retirees, plus \$20 million into the OPEB Trust each year until year 2022. Beginning in 2022 the County will continue to fund the pay-as-you-go costs for retirees, plus \$73 million until the OPEB fund's Fiduciary Net Position as a percentage of Total OPEB Liability reaches 60%. Thereafter, the County will contribute an amount each year to maintain the 60% funded status.

GASB 74 and 75 require that a projection regarding future solvency of the OPEB plan be run each year. The projections assume that plan assets earn the assumed rate of return and there are no future changes in the plan provisions or actuarial methods and assumptions. We have run a solvency projection as prescribed in GASB 74 and 75 based on the County's current funding policy, and the Fiduciary Net Position is always projected to be sufficient to cover benefit payments and administrative expenses. Therefore, we have used 5.85% as the discount rate.

Health Cost Trend. We have assumed overall health costs of the medical benefits will increase according to the health cost inflation trend derived by using the “Getzen” model developed by the Society of Actuaries. The H.R. 1865 Further Consolidated Appropriations Act 2020 became law on December 20, 2019. This law repeals the Cadillac tax completely and removes the Health Insurer Fee permanently beginning in 2021. The assumed health cost trends reflect this law change and the latest economic factors. We also gave consideration to the potential impact of COVID-19 on plan costs. Given the substantial uncertainty regarding the impact of COVID-19 on plan costs, including whether the pandemic will increase or decrease costs during the term of our projections, we have chosen not to make an adjustment to health cost trends for COVID-19.

Demographic Rates. The assumptions for turnover, retirement, disability, and mortality used in this valuation are the same as the assumptions used in the December 31, 2018, pension actuarial report from the Contra Costa County Employees’ Retirement Association (CCCERA).

Retiree Coverage Upon Retirement We have assumed 85% of new retirees hired before the exclusion dates stated in Appendix A will elect medical and dental coverage at retirement. This assumption is based on recent observed experience of the plan.

A complete summary of the actuarial assumptions is presented in Appendix B.

Exhibit 1. Net OPEB Liabilities

The Valuation Date is January 1, 2020. This is the date as of which the actuarial valuation is performed. The Measurement Date is June 30, 2021, which is also the GASB 74 and 75 Reporting Date, for the fiscal year ending June 30, 2021. The Total OPEB Liability is projected to June 30, 2021, using standard actuarial techniques as permitted by GASB 74 and 75. The Fiduciary Net Position is the market value of assets as of the fiscal year ending June 30, 2021.

	For the Fiscal Year Ending	
	June 30, 2021	June 30, 2020
Total OPEB Liability	\$ 878,049,000	\$ 865,362,000
Fiduciary Net Position	<u>444,728,000</u>	<u>341,429,000</u>
Net OPEB Liability	\$ 433,321,000	\$ 523,933,000
Fiduciary Net Position as a % of Total OPEB Liability	50.6%	39.5%
Valuation Date	01/01/2020	01/01/2020
Measurement date	06/30/2021	06/30/2020
GASB 74/75 Reporting date	06/30/2021	06/30/2020
Discount Rate	5.85%	5.85%
Money Weighted Rate of Return	24.14%	3.89%

Exhibit 2. Sensitivity of Net OPEB Liabilities

GASB 74 and 75 requires disclosure of the sensitivity of the Net OPEB Liability (NOL) to changes in the discount rate and health care cost trend rates. The liabilities shown below are based on a measurement date of June 30, 2021, and are applicable for the fiscal year ending June 30, 2021.

Sensitivity of the Net OPEB Liability to changes in the discount rate

The following table shows what the County's Net OPEB Liability (NOL) would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current discount rate.

Sensitivity Analysis	1% Decrease in Discount Rate 4.85%	Current Discount Rate 5.85%	1% Increase in Discount Rate 6.85%
Net OPEB Liability as of June 30, 2021	\$ 526,244,000	\$ 433,321,000	\$ 354,838,000

Sensitivity of the Net OPEB Liability to changes in the Healthcare Cost Trend Rates

The following table shows what the County's Net OPEB Liability (NOL) would be if it were calculated using a Healthcare cost trend that is 1 percentage point lower or 1 percentage point higher than the current Healthcare cost trend rates.

Sensitivity Analysis	1% Decrease in Healthcare Costs Trend Rate	Current Healthcare Costs Trend Rate	1% Increase in Healthcare Costs Trend Rate
Net OPEB Liability as of June 30, 20201	\$ 379,490,000	\$ 433,321,000	\$ 499,637,000

Exhibit 3. Changes in Net OPEB Liability

The following exhibit shows a reconciliation of the Net OPEB Liability from the measurement date June 30, 2020, to June 30, 2021, to be reported for the fiscal year ending June 30, 2021.

	Total OPEB Liability	Increase / (Decrease) Plan Fiduciary Net Position	Net OPEB Liability
Balance as of June 30, 2020	\$ 865,362,000	\$ 341,429,000	\$ 523,933,000
Service cost	\$ 21,085,000	\$ 0	\$ 21,085,000
Interest on the total OPEB liability	50,168,000	0	50,168,000
Changes of benefit terms	0	0	0
Differences between actual and expected experience with regard to economic or demographic factors	0	0	0
Changes of assumptions	0	0	0
Benefit payments ¹	(58,566,000)	(58,566,000)	0
Contributions from employer	0	78,472,000 ²	(78,472,000)
Net investment income	0	83,598,000	(83,598,000)
Administrative expense	0	(205,000)	205,000
Other changes	<u>0</u>	<u>0</u>	<u>0</u>
Total changes	\$ 12,687,000	\$ 103,299,000	\$ (90,612,000)
Balance as of June 30, 2021	\$ 878,049,000	\$ 444,728,000	\$ 433,321,000

1. The benefit payment shown is equal to the annual pay-as-you-go cost of \$49,033,000 reported by the County for the fiscal year ending June 30, 2021, increased by \$9,533,000 to reflect the estimated implicit subsidy.
2. The County contributed \$19.9 million to the trust fund in FY 2020-2021. The amount shown above includes both the contributions made to the trust and the pay-as-you-go benefit payment cost.

Exhibit 4. Money Weighted Investment Return

GASB 74 requires the disclosure of the money-weighted rate of return on plan investments. The money-weighted rate of return considers the changing amounts actually invested during a period and weights the amount of OPEB Trust investments by the proportion of time they are available to earn a return during that period. External cash flows are determined on a monthly basis and are assumed to occur at the beginning of each month. The Net External Cash Flows shown below represent employer contribution to the Trust. There were no cash outflows from the Trust during fiscal year. The money-weighted rate of return is calculated net of investment expenses.

	Net External Cash Flows	Periods Invested	Period Weight	Net External Cash Flows with Interest
Beginning Balance – July 1, 2020	\$ 341,429,000	12	1.00	\$ 423,844,000
Monthly Net External Cash Flows:				
July	0	12	1.00	0
August	0	11	0.92	0
September	(98,000)	10	0.83	(117,000)
October	0	9	0.75	0
November	0	8	0.67	0
December	4,988,000	7	0.58	5,654,000
January	0	6	0.50	0
February	0	5	0.42	0
March	4,902,000	4	0.33	5,265,000
April	0	3	0.25	0
May	0	2	0.17	0
June	9,909,000	1	0.08	10,082,000
Ending Value – June 30, 2021	\$ 361,130,000			\$ 444,728,000

Year Ending June 30	Money Weighted Investment Return
2021	24.14%
2020	3.89%
2019	6.40%
2018	5.49%
2017	9.18%

Exhibit 5. Calculation of OPEB Expense and Deferred Inflows/Outflows

The following tables shows the development of the OPEB expense and deferred inflows/outflows of resources.

OPEB Expense	For the Fiscal Year Ending	
	June 30, 2021	June 30, 2020
Service cost	\$ 21,085,000	\$ 27,340,000
Interest on the total OPEB liability	50,168,000	56,029,000
Effect of plan changes	0	400,000
Administrative expense	205,000	199,000
Member contributions	0	0
Expected investment return, net of investment expenses	(20,542,000)	(19,601,000)
Recognition of Deferred (Inflows)/Outflows of Resources		
Economic/demographic (gains) or losses	(21,826,000)	(21,826,000)
Assumption changes or inputs	(3,480,000)	(3,480,000)
Investment (gains) or losses	<u>(12,006,000)</u>	<u>605,000</u>
Total Recognition	(37,312,000)	(24,701,000)
OPEB expense	\$ 13,604,000	\$ 39,666,000

Deferred (Inflows) / Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$ (66,313,000)	\$ 0
Changes of assumptions	(25,717,000)	5,526,000
Net difference between projected and actual earnings	(45,827,000)	0
Contributions made subsequent to measurement date	<u>0</u>	<u>0</u>
Total	\$ (137,856,000)	\$ 5,526,000

Amounts currently reported as deferred inflows of resources and outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending June 30	Recognized Deferred (Inflows) and Outflows of Resources
2022	\$ (36,146,000)
2023	(35,097,000)
2024	(31,766,000)
2025	(29,322,000)
2026	0
Thereafter	0

Exhibit 6. Schedule of Deferred Inflows and Outflows of Resources

Investment (gains)/losses are recognized in OPEB expense over a period of five years. Economic/demographic (gains)/losses and assumption changes or inputs are recognized over the average remaining service life for all active and inactive members. Since there is no expected future service for inactive members, their remaining service is equal to zero for purposes of computing the average remaining service life.

Date Established	Original Amount	Original Recognition Period	Amount Recognized in Expense FYE 06/30/2021	Remaining Recognition Period FYE 2021	Balance of Deferred (Inflows)/Outflows FYE 06/30/2021
Investment (gains) or losses					
06/30/2021	\$ (63,056,000)	5.00	\$ (12,611,000)	4.00	\$ (50,445,000)
06/30/2020	7,384,000	5.00	1,477,000	3.00	4,430,000
06/30/2019	(530,000)	5.00	(106,000)	2.00	(212,000)
06/30/2018	1,996,000	5.00	399,000	1.00	400,000
06/30/2017	(5,825,000)	5.00	<u>(1,165,000)</u>	0.00	<u>0</u>
Total			\$ (12,006,000)		\$ (45,827,000)
Economic/demographic (gains) or losses					
06/30/2020	\$ (80,647,000)	5.81	\$ (13,881,000)	3.81	\$ (52,886,000)
06/30/2018	(45,206,000)	5.69	<u>(7,945,000)</u>	1.69	<u>(13,427,000)</u>
Total			\$ (21,826,000)		\$ (66,313,000)
Assumption changes					
06/30/2020	\$ (39,217,000)	5.81	\$ (6,750,000)	3.81	\$ (25,717,000)
06/30/2018	18,605,000	5.69	<u>3,270,000</u>	1.69	<u>5,526,000</u>
Total			\$ (3,480,000)		\$ (20,191,000)
Grand Total			\$ (37,312,000)		\$ (132,331,000)

Exhibit 7. Total OPEB Liabilities by Entity

The following table shows a breakdown of the County's GASB 75 Total OPEB Liability by each entity shown below.

Entity	As of June 30, 2021	As of June 30, 2020
Safety Non-Fire	\$ 248,387,000	\$ 242,546,000
CCC Fire	103,000,000	101,776,000
Hospital	180,051,000	174,032,000
CCHP	9,252,000	8,803,000
Airport	1,589,000	1,661,000
CCC Retirement System (Retired before January 1, 2015)	1,476,000	1,569,000
All Other CCC Departments	<u>334,294,000</u>	<u>334,975,000</u>
Total	\$ 878,049,000	\$ 865,362,000

Appendix A. Summary of Plan Benefits

The following description of retiree health benefits is intended to be only a brief summary and is not complete information.

Eligibility

Currently, employees may receive retiree health benefits if they retire from the County, are receiving a pension from CCCERA, and meet certain eligibility requirements as follows:

General employees - age 50 with 10 years of pension service or age 70 with a vested pension, or after 30 years of pension service with no age requirement.

Safety employees - age 50 with 10 years of pension service or age 70 with a vested pension, or after 20 years of pension service with no age requirement.

Employees hired after December 31, 2006 and represented by the following bargaining groups (AFSCME, California Nurses Association, Deputy District Attorneys' Association, Public Defenders Association, IFPTE, Western Council of Engineers, SEIU, PEU, Probation Peace Officers Association, and Unrepresented) also must have 15 years of County service. Employees hired on or after October 1, 2005, and represented by the Physicians' and Dentists' Organization also must have 15 years of County service.

Health Benefits

Eligible retirees and their dependents are covered either under the Contra Costa Health Plans, Health Net plans, Kaiser plans, or health plans sponsored by CalPERS (PEMHCA). Coverage may be provided for a retiree and surviving spouse as long as retiree and surviving spouse monthly premium contributions are paid. The County may pay a subsidy toward eligible retirees' monthly medical and dental premiums. This subsidy may vary by bargaining unit and date of hire as described in this appendix. Employees hired on or after dates described in the table below and represented by the following bargaining groups must pay the entire cost of premiums to maintain coverage.

Bargaining Unit Name	Hire Date on or after which eligible retirees must pay entire cost of premiums
IFPTE, Unrepresented	January 1, 2009
AFSCME, WCE, SEIU, PEU	January 1, 2010
Deputy District Attorneys Association	December 14, 2010
Probation Peace Officers Association of CCC	January 1, 2011
CCC Public Defenders Association	March 1, 2011
Physicians' And Dentists' Organization of CCC	November 1, 2013

All surviving spouses must pay the entire cost of premiums to maintain coverage, with the exception of the following bargaining groups for whom the surviving spouse receives the same County subsidy as the retiree (covered by CalPERS health plans): Sheriffs (A8), Fire Chiefs (BD), Sworn Exec. Mgmt. (BS), Fire Management (HA), Deputy Sheriffs (V#, VH, VN), Fire Suppression and Prevention (4N), Fire District Safety Management (BF), and D.A. Investigators (XJ).

*Bargaining Units V#, VH, VN, F8, FW and
Elected (Safety) Officials / Sworn Management Employees in (A8, B8, BS)*

Currently, for eligible retirees from the bargaining units listed in the table below, the County will contribute toward the cost of monthly premiums (medical and dental) an amount equal to the actual dollar monthly premium amount paid by the County as of November 30, 2013, at each coverage level, plus 50% of the actual premium increase for 2014 and all future years.

Retirees who elected dental coverage without health coverage will pay one cent (\$0.01) per month for 2013, plus 50% of the actual premium increase for 2014 and all future years.

Bargaining Unit Code	Bargaining Unit Name	General / Safety
F8	Unrep Classified & Exempt-Othr	General
FW	Unrep CI & Ex-Sworn Peace Offc	Safety
V#	Sheriff's Sworn Mgmt Unit	Safety
VH	Deputy Sheriff's Unit-Sworn	Safety
VN	Deputy Sheriff's Unit-NonSworn	General
BS	Sworn Management Employees	Safety
A8	Elected Officials (DSA)	Safety
B8	Elected Officials (DSA)	Safety

Bargaining Unit 4N - Fire Suppression and Prevention

Health Premium Subsidy: For 2016 and each calendar year thereafter, the prior year's District subsidy for each medical plan and rate tier will increase by 50% of the actual premium increase in the medical plan and rate tier in which the member is enrolled.

Dental Premium Subsidy: For eligible retirees from bargaining unit 4N enrolled in both a medical and dental plan, the District will pay a subsidy equal to 50% of the cost of monthly dental premiums in 2016 and later. For retirees enrolled only in a dental plan, retirees are required to pay \$0.01 per month for dental coverage. For 2016 and later, the required monthly contribution from retirees would increase each year by 50% of the dental premium increase.

Bargaining Unit HA – Fire Management

Currently, for eligible Fire Management retirees represented by United Chief Officers Association (UCOA) with bargaining unit code HA, the County will subsidize an amount equal to 80% of the CalPERS Kaiser Bay Area premium at each coverage level (employee only, employee + one, employee + two or more) for any region in which the retiree resides, but the County's subsidy will not exceed the total premium of a lower cost plan.

Health Premium Subsidy on or after December 1, 2016: For the plan year that begins on January 1, 2017 and each calendar year thereafter, the maximum monthly premium subsidy the District will pay for each health plan is equal to the actual dollar monthly premium subsidy that is paid by the District for that plan as of November 30, 2016. In addition, if there is an increase in the monthly premium charged by a health plan for 2017, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, and for each plan, the District and the employee will each pay fifty (50%) of the monthly premium increase above the 2016 plan premiums.

Dental Subsidy for Retirees with Medical Coverage: For eligible retirees from bargaining unit HA enrolled in both a medical and dental plan, for the plan year that begins on January 1, 2016, the District will pay a monthly premium subsidy for each dental plan that is equal to the actual dollar monthly premium subsidy that is paid by the District as of November 30, 2015. In addition, if there is an increase in the monthly premium charged by a dental plan for 2016, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, the District and the employee will each pay fifty percent (50%) of the monthly premium increase above the 2015 plan premium.

Dental Subsidy for Retirees without Medical Coverage: For eligible retirees from bargaining unit HA enrolled in a dental plan only without health coverage, beginning on January 1, 2016, the District will pay a monthly dental premium subsidy for each dental plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for 2015. If there is an increase in the premium charged by a dental plan for 2016, the District and the employee will each pay fifty percent (50%) of the increase. For each plan year thereafter, the District and the employee will each pay fifty percent (50%) of the premium increase that is above the 2015 plan premium.

Bargaining Unit XJ – D.A. Investigators

Health Premium Subsidy: For the plan year that begins on January 1, 2015, the County will pay the following monthly medical premium subsidy:

Coverage	Monthly Premium Subsidy
Employee/Retiree/Survivor Only	\$ 608.87
Employee/Retiree/Survivor & One Dependent	1,217.74
Employee/Retiree/Survivor & Two or more Dependents	1,583.07

In addition, if there is an increase in the monthly premium charged by a health plan for 2015 that exceeds the above stated amounts, the County and the retiree will each pay fifty percent (50%) of that increase. For 2016, the County premium subsidy varies by plan depending on the actual premium increase that occurred for each plan. For each calendar year thereafter, the County and the retiree will each pay fifty percent (50%) of any premium increase for each health plan.

Dental Premium Subsidy: For the plan year that begins on January 1, 2015, the County will pay the following monthly dental premium subsidy (Delta Dental as the carrier):

Coverage	With Health		Without Health	
	PPO	HMO	PPO	HMO
Single	\$ 32.69	\$ 22.30	\$ 42.44	\$ 28.91
Family	73.64	48.19	95.62	61.49

In addition, if there is an increase in the monthly premium charged by a health plan for 2015 that exceeds the above stated amounts, the County and the retiree will each pay fifty percent (50%) of that increase. For each calendar year thereafter, the County and the retiree will each pay fifty percent (50%) of any premium increase for each dental plan.

Bargaining Units 1P (plus formerly 1R and 1X) – Physicians & Dentists

Beginning on January 1, 2015, and for each calendar year thereafter, the County will pay a monthly dollar premium subsidy for each health and dental plan (County Premium Subsidy) as defined for each plan in the table below. The amount of the County subsidy that is paid for employees and eligible family members for these plans will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health or dental plan. Retirees must pay for 100% of any premium increases after 2015. Note that not all coverage tier combinations are shown below, please refer to the actual County published rates for details.

Health Plan	Frozen Subsidy Amount
<u>Contra Costa Health Plan A</u>	
Retiree on Basic Plan	\$ 600.51
Retiree & 1 or more dependents on Basic Plan	1,430.76
Retiree on Medicare COB Plan	279.22
Retiree & Spouse on Medicare COB Plan	558.44
<u>Contra Costa Health Plan B</u>	
Retiree on Basic Plan	\$ 611.34
Retiree & 1 or more dependents on Basic Plan	1,452.65
Retiree on Medicare COB Plan	287.59
Retiree & Spouse on Medicare COB Plan	575.18
<u>Kaiser Permanente – Basic A and B, Teamsters 856 Plan</u>	
Retiree on Basic Plan	\$ 614.78
Retiree & 1 or more dependents on Basic Plan	1,432.42
Retiree on Medicare Senior Advantage Plan *	295.00
Retiree & 1 dependent on Medicare Senior Advantage Plan *	796.70
* Teamster 856 Trust Fund KP Plan does not offer Medicare coverage	
<u>Kaiser Permanente – High Deductible</u>	
Retiree on Basic Plan	\$ 560.89
Retiree & 1 dependent on Basic Plan	1,121.79
Retiree & 2 or more dependents on Basic Plan	1,432.42
<u>Health Net HMO – Basic and SmartCare Plans</u>	
Retiree on Basic Plan	\$ 853.92
Retiree & 1 or more dependents on Basic Plan	2,094.74
Retiree on Medicare Seniority Plus Plan	514.27
Retiree & 1 dependent on Medicare Seniority Plus Plan	1,028.55
<u>Health Net CA & Nat'l PPO – Basic Plan A</u>	
Retiree on PPO	\$ 753.81
Retiree & 1 or more dependents on PPO Basic Plan	1,790.70
Retiree on PPO Medicare Plan with Medicare Part A & B	618.43
Retiree & 1 or more dependents on PPO Medicare Plan with Medicare Part A & B	1,236.73

Bargaining Units L3 / LT – Registered / Public Health Nurses Units

Currently, for eligible retirees from bargaining units L3 and LT (LT if hired before January 1, 2010), the County subsidizes a percentage of monthly premiums that varies depending on the medical and dental plan elected. Retirees retired on or before 06/30/2012 and age 65 on or before 10/31/2012 also receive reimbursement of their Medicare Part B premiums as long as the total County subsidy does not exceed 100% of the medical plan premium. LT employees who were hired on or after January 1, 2010, must pay the entire cost of premiums to maintain coverage.

Retirees receive the following County subsidy based on the medical plan elected:

Medical Plan	County Subsidy % (Medical)	County Subsidy % (Dental)
<u>Contra Costa Health Plan A and B</u>		
Without Dental	98%	0%
With Delta Dental	98%	98%
With PMI Delta Dental	98%	98%
<u>Kaiser, Health Net HMO</u>		
Without Dental	80%	0%
With Delta Dental	80%	78%
With PMI Delta Dental	80%	78%
<u>Health Net PPO</u>		
Without Dental	53%*	0%
With Delta Dental	53%*	78%
With PMI Delta Dental	53%*	78%
Dental Only	0%	All but \$0.01 / month
* Approximately 53% for 2020. Future increases are split evenly between the County and the retiree.		

All other Bargaining Units - County Subsidy Frozen at the 2011 Level

Currently, eligible retirees from the following bargaining units listed may receive County subsidies towards medical and dental premiums. The subsidies are frozen at the 2011 levels shown in the tables on the following pages. There are no future increases to these subsidy amounts except as defined on the following page for certain retirees who retired before January 1, 2016.

Bargaining Unit Code	Bargaining Unit Name	General / Safety	Bargaining Unit Code	Bargaining Unit Name	General / Safety
25	Social Services Unit	General	KL	Engineering Technician Unit	General
51	Professional Engineers Unit	General	KM	Sheriff's Non-Sworn Mgmt Unit	General
999	DEFAULT BARGAINING UNIT	General	KU	Probation Supervisors Unit	General
2I	Service Line Supervisors Unit	General	KZ	Social Svcs Staff Special Unit	General
2R	Superior Court Reporters-Ex	General	MA	District Attorneys' Unit	General
2S	Safety Classifications	General	N2	Property Appraisers Unit	General
3A	Superior Court Clerical Unit	General	PK	Probation Supervisors Unit	Safety
3B	Superior Court Barg Unit-Loc1	General	PP	Probation Unit of CCC	Safety
3G	Deputy Clerks Unit	General	Q3	Safety Health Services Unit	General
3R	General Clerical Unit	General	QA	Agriculture & Animal Ctrl Unit	General
8P	Special Co Class Codes-Payroll	General	QB	LVN/Aide Unit	General
A8	Elected Officials (Non-DSA)	General	QC	Fam/Chld Svs Site Supv Unit	General
AJ	Elected Superior Court Judges	General	QE	Building Trades Unit	General
AM	Elected Municipal Court Judges	General	QF	Deputy Public Defender Unit/At	General
AS	Elected Board of Supvs Members	General	QG	Deputy Public Defender Unit-In	General
B1	Safety Unrep District Attorney	General	QH	Family and Childrens Services	General
B2	Safety Unrep Probation Classes	General	QM	Engineering Unit	General
B3	Safety Unrep Misc Classes	General	QS	General Services & Mtce Unit	General
B8	Mgmt (Non-Safety)	General	QT	Health Services Unit	General
BC	Superior Court Exempt Mgmt Gen	General	QV	Investigative Unit	General
BD	Mgmt Classified & Ex Dept Head	General	QW	Legal & Court Clerk Unit	General
BJ	Sup Ct Judicial Ofcrs Ex-Mgmt	General	QX	Library Unit	General
C8	Management Project-Other	General	QY	Probation Unit	General
CH	CS Head Start Mgmt-Project	General	TA	LVN/Aide Unit	General
D8	Unrepresented Proj Class-Other	General	TB	General Services & Mtce Unit	General
F2	Unrep Property Appraisers	General	TC	Health Services Unit	General
FC	Unrep Superior Ct Clerical Ex	General	VK	Probation Supervisors Unit	Safety
FD	Unrep Superior Ct Other Exempt	General	VP	Probation Unit of CCC	Safety
FM	Unrep Muni Ct Reporter-Exempt	General	Z1	Supervisory Project	General
FR	Unrep Superior Ct Reprts-Exempt	General	Z2	Non-Supervisory Project	General
JD	CCC Defenders/Attorneys	General	ZA	Supervisory Management	General
JF	CCC Defenders/Investigators	General	ZB	Non-Supervisory Management	General
K2	Property Appraisers Unit	General	ZL	Supervisory Nurse	General
K5	Court Professional Svcs Unit	General	ZM	Local 21 - Unit C	General
K6	Supervisory Clerical Unit	General	ZN	Non-Supervisory Nurse	General
KK	Income Maintenance Program Unit	General			

Health Insurance Premium Rates (non-PEMHCA)

The following table shows monthly retiree health insurance premiums for the 2020 calendar year for coverage under various health plans sponsored by Contra Costa County, and the County's subsidies. Note that not all coverage tier combinations are shown below, please refer to the actual County published rates for details. The County's maximum frozen subsidies and subsidies in effect for 2020 are shown.

Retirees who retired before January 1, 2016 and opted in on the RSG Settlement Class are labeled pre 2016 retirees below with a higher County subsidy. Effective January 1, 2021, for these retirees, the amount of the County monthly medical plan premium maximum subsidy will increase by \$25 for the Medicare retiree only tier, the retiree plus one dependent on Medicare tier, and the retiree plus two or more dependents on Medicare tier.

Medical Plan	County's Maximum Subsidy (Frozen)	2020 Premium Rate	County's Subsidy for 2020	Retiree's Share for 2020
<u>Contra Costa Health Plan A</u>				
Retiree on Basic Plan	\$ 509.92	\$ 892.18	\$ 509.92	\$ 382.26
Retiree & 1 dependent on Basic Plan	1,214.90	1,784.36	1,214.90	569.46
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,364.90	2,676.54	1,364.90	1,311.64
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,214.90	2,676.54	1,214.90	1,461.64
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare Coordination of Benefits (COB) Plan	420.27	442.80	420.27	22.53
Retiree & 1 dependent on Medicare COB Plan	840.54	885.61	840.54	45.07
Retiree & 2 dependents on Medicare COB Plan	840.54	1,328.41	840.54	487.87
<u>Contra Costa Health Plan B</u>				
Retiree on Basic Plan	528.50	989.00	528.50	460.50
Retiree & 1 dependent on Basic Plan	1,255.79	1,978.00	1,255.79	722.21
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,405.79	2,967.00	1,405.79	1,561.21
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,255.79	2,967.00	1,255.79	1,711.21
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare COB Plan	444.63	456.09	444.63	11.46
Retiree & dependent on Medicare COB Plan	889.26	912.18	889.26	22.92
Retiree & 2 dependents on Medicare COB Plan	889.26	1,368.26	889.26	479.00

Health Insurance Premium Rates (Non-PEMHCA continued)

Medical Plan	County's Maximum Subsidy (Frozen)	2020 Premium Rate	County's Subsidy for 2020	Retiree's Share for 2020
<u>Kaiser Permanente – Basic Plan A</u>				
Retiree on Basic Plan	\$ 478.91	\$ 879.23	\$ 478.91	\$ 400.32
Retiree & 1 dependent on Basic Plan	1,115.84	1,758.46	1,115.84	642.62
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,265.84	2,637.69	1,265.84	1,371.85
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,115.84	2,637.69	1,115.84	1,521.85
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare COB Plan	263.94	386.21	263.94	122.27
Retiree & 1 dependent on Medicare COB Plan	712.79	1,042.60	712.79	329.81
Retiree & 2 dependents on Medicare COB Plan	1,161.65	1,042.60	1,042.59	0.01
<u>Kaiser Permanente – Basic Plan B</u>				
Retiree on Basic Plan	478.91	698.82	478.91	219.91
Retiree & 1 dependent on Basic Plan	1,115.84	1,397.64	1,115.84	281.80
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,265.84	2,096.46	1,265.84	830.62
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,115.84	2,096.46	1,115.84	980.62
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare COB Plan	263.94	292.77	263.94	28.83
Retiree & 1 dependent on Medicare COB Plan	712.79	790.08	712.79	77.29
Retiree & 2 dependents on Medicare COB Plan	1,161.65	790.08	790.07	0.01
<u>Kaiser Permanente – High Deductible</u>				
Retiree on Basic Plan	478.91	560.90	478.91	81.99
Retiree & 1 dependent on Basic Plan	1,115.84	1,121.80	1,115.84	5.96
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,265.84	1,682.70	1,265.84	416.86
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,115.84	1,682.70	1,115.84	566.86
<u>Teamsters 856 Trust Fund KP Health Plan</u>				
Retiree on Basic Plan	478.91	690.80	478.91	211.89
Retiree & 1 dependent on Basic Plan	1,115.84	1,423.76	1,115.84	307.92
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,265.84	2,043.36	1,265.84	777.52
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,115.84	2,043.36	1,115.84	927.52

Health Insurance Premium Rates (Non-PEMHCA continued)

Medical Plan	County's Maximum Subsidy (Frozen)	2020 Premium Rate	County's Subsidy for 2020	Retiree's Share for 2020
<u>Health Net HMO – Plan A</u>				
Retiree on Basic Plan	627.79	1,761.04	627.79	1,133.25
Retiree & 1 dependent on Basic Plan	1,540.02	3,522.08	1,540.02	1,982.06
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,690.02	5,283.12	1,690.02	3,593.10
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,540.02	5,283.12	1,540.02	3,743.10
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare Seniority Plus Plan	409.69	663.07	409.69	253.38
Retiree & 1 dependent on Medicare Seniority Plus Plan	819.38	1,326.14	819.38	506.76
Retiree & 2 dependents on Medicare Seniority Plus Plan	1,229.07	1,989.21	1,229.07	760.14
<u>Health Net HMO – Plan B</u>				
Retiree on Basic Plan	627.79	\$1,224.60	627.79	596.81
Retiree & 1 dependent on Basic Plan	1,540.02	2,449.20	1,540.02	909.18
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,690.02	3,673.80	1,690.02	1,983.78
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,540.02	\$3,673.80	1,540.02	2,133.78
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare Seniority Plus Plan	409.69	556.65	409.69	146.96
Retiree & 1 dependent on Medicare Seniority Plus Plan	819.38	1,113.30	819.38	293.92
Retiree & 2 dependents on Medicare Seniority Plus Plan	1,229.07	1,669.95	1,229.07	440.88
<u>Health Net SmartCare HMO – Plan A</u>				
Retiree on Basic Plan	627.79	1,322.48	627.79	694.69
Retiree & 1 dependent on Basic Plan	1,540.02	2,644.96	1,540.02	1,104.94
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,690.02	3,967.44	1,690.02	2,277.42
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,540.02	3,967.44	1,540.02	2,427.42
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare Seniority Plus Plan	467.13	891.07	467.13	423.94
Retiree & 1 dependent on Medicare Seniority Plus Plan	934.29	1,782.14	934.29	847.85
Retiree & 2 dependents on Medicare Seniority Plus Plan	934.29	2,673.21	934.29	1,738.92

Health Insurance Premium Rates (Non-PEMHCA continued).

Medical Plan	County's Subsidy (Frozen)	2020 Premium Rate	County's Subsidy for 2020	Retiree's Share for 2020
<u>Health Net SmartCare HMO – Plan B</u>				
Retiree on Basic Plan	\$ 627.79	\$ 942.98	\$ 627.79	\$ 315.19
Retiree & 1 dependent on Basic Plan	1,540.02	1,885.96	1,540.02	345.94
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,690.02	2,828.94	1,690.02	1,138.92
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,540.02	2,828.94	1,540.02	1,288.92
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare Seniority Plus Plan	467.13	816.21	467.13	349.08
Retiree & 1 dependent on Medicare Seniority Plus Plan	934.29	1,632.42	934.29	698.13
Retiree & 2 dependents on Medicare Seniority Plus Plan	934.29	2,448.63	934.29	1,514.34
<u>Health Net CA & Nat'l PPO – Basic Plan A</u>				
Retiree on Basic Plan	604.60	2,691.46	604.60	2,086.86
Retiree & 1 dependent on Basic Plan	1,436.25	5,382.92	1,436.25	3,946.67
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,586.25	8,074.38	1,586.25	6,488.13
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,436.25	8,074.38	1,436.25	6,638.13
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on PPO Medicare Plan B	563.17	1,231.57	563.17	668.40
Retiree & 1 dependent on PPO Medicare Plan	1,126.24	2,463.14	1,126.24	1,336.90
Retiree & 2 dependents on PPO Medicare Plan	1,126.24	3,694.71	1,126.24	2,568.47

PEMHCA Health Plan Premium Rates

Eligible retirees from the bargaining units 4N, A8, B8, BD, BF, BS, F8, FW, HA, V#, VH, VN, and XJ can choose to enroll in health plans sponsored by CalPERS based on their region residency (Region 1 – Northern California, Region 2 – Southern California other than Los Angeles Region, Region 3 – Los Angeles, and Out of State of California). The following table shows the monthly Region 1 health insurance premiums for the 2020 calendar year:

	Monthly Premium Rates – Effective January 1, 2020					
	Single		2-Party		Family	
	Under 65	Over 65	Under 65	Over 65	Under 65	Over 65
Anthem HMO Select	\$ 868.98	\$ 388.15	\$ 1,737.96	\$ 776.30	\$ 2,259.35	\$ 1,164.45
Anthem EPO Del Norte	861.18	n/a	1,722.36	n/a	2,239.07	n/a
Anthem Traditional	1,184.84	388.15	2,369.68	776.30	3,080.58	1,164.45
Blue Shield Access+	1,127.77	n/a	2,255.54	n/a	2,932.20	n/a
Blue Shield Trio	833.00	n/a	1,666.00	n/a	2,165.80	n/a
HealthNet SmartCare	1,000.52	n/a	2,001.04	n/a	2,601.35	n/a
Kaiser Permanente	768.49	339.43	1,536.98	678.86	1,998.07	1,018.29
PERS Choice	861.18	351.39	1,722.36	702.78	2,239.07	1,054.17
PERS Select	520.29	351.39	1,040.58	702.78	1,352.75	1,054.17
PERSCare	1,133.14	384.78	2,266.28	769.56	2,946.16	1,154.34
United Healthcare	899.94	327.03	1,799.88	654.06	2,339.84	981.09
Western Health Advantage	731.96	n/a	1,463.92	n/a	1,903.10	n/a
PORAC	774.00	513.00	1,699.00	1,022.00	2,199.00	1,635.00
Contra Costa Health Plan*	1,137.10	976.66	2,274.20	1,953.32	2,956.46	2,475.12
* Offered by the Contra Costa County Health Plan to Contra Costa County employees only. Not available through PEMHCA						

Dental Plan Premiums

The following table shows monthly retiree dental insurance premiums for the 2020 calendar year. County subsidies vary based on retiree's medical plan enrollment election and bargaining unit upon retirement.

Plan	Monthly Premiums
Delta Dental Premier PPO - \$1,800 Annual Maximum	
Retiree	\$ 46.52
Retiree + 1 and Retiree +2 or more	105.08
Delta Care (HMO)	
Retiree	\$ 29.06
Retiree + 1 and Retiree +2 or more	62.81

Appendix B. Actuarial Cost Method and Assumptions

Actuarial Cost Method

The actuarial cost method used for determining the benefit obligations is the individual Entry Age Normal Cost Method. Under the principles of this method, the actuarial present value of the projected benefits of each individual included in the valuation is allocated as a level percentage of expected salary for each year of employment between entry age (defined as age at hire) and assumed exit.

The portion of this actuarial present value allocated to a valuation year is called the normal cost. The portion of this actuarial present value not provided for at a valuation date by the sum of (a) the actuarial value of the assets, and (b) the actuarial present value of future normal costs is called the Unfunded Actuarial Accrued Liability (UAAL).

The Actuarial Value of Assets is equal to the market value of assets as of the measurement date. The actuarial assumptions are summarized below.

Economic Assumptions

Discount Rate (Liabilities)	5.85%
General Inflation	2.75%

We have used a discount rate of 5.85% in this valuation to reflect the County's current policy of partially funding its OPEB liabilities. This rate is derived based on the fund's investment policy, level of partial funding, and includes a 2.75% long-term inflation assumption. County OPEB Irrevocable Trust assets are invested in the Public Agency Retirement Services' Highmark Portfolio. Based on the portfolio's target allocation (shown below), the average return of Trust assets over the next 50 years is expected to be 5.83%.

Asset Class	Expected 1-Year Nominal Return	Targeted Asset Allocation
Cash	2.10%	1.0%
U.S. Fixed Income	3.43%	43.0%
Domestic Equity Large Cap	7.51%	19.0%
Domestic Equity Mid Cap	8.17%	6.0%
Domestic Equity Small Cap	9.28%	9.0%
International Equity (Developed)	9.63%	10.0%
Global Equity	8.66%	8.0%
Real Estate (U.S. REITs)	8.22%	4.0%
Expected Arithmetic Mean Annual Return (50 years)		6.23%
Expected Geometric Mean Annual Return (50 years)		5.83%

Assumed Salary Increases (Applied to Individual Entry Age Normal Cost Method)

The assumed annual rates of compensation increases used for the EAN actuarial cost method are the same as the assumption used in the December 31, 2018 CCCERA Actuarial Valuation.

Years of Service	General	Safety
Less than 1	15.66%	16.69%
1	10.49%	11.52%
2	8.69%	9.20%
3	7.14%	8.17%
4	6.10%	6.10%
5	5.59%	5.33%
6	5.07%	5.07%
7	4.81%	4.81%
8	4.71%	4.71%
9	4.61%	4.61%
10	4.50%	4.55%
11	4.40%	4.50%
12	4.30%	4.45%
13	4.19%	4.40%
14	4.09%	4.35%
15	4.04%	4.30%
16	3.99%	4.30%
17	3.93%	4.30%
18	3.88%	4.30%
19	3.83%	4.30%
20+	3.78%	4.30%

Demographic Assumptions

Below is a summary of the assumed rates for mortality, retirement, disability and withdrawal, which are consistent with assumptions used in the December 31, 2018 CCCERA Actuarial Valuation.

Post-Retirement Mortality

Healthy: For General Members: Pub-2010 General Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females), projected generationally with the two-dimensional mortality improvement scale MP-2018.

For Safety Members: Pub-2010 Safety Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females) multiplied by 105% for males and 100% for females, projected generationally with the two-dimensional mortality improvement scale MP-2018.

Disabled: For General Members: Pub-2010 Non-Safety Disabled Retiree Amount-Weighted Mortality Table (separate tables for males and females) multiplied by 105% for males and 100% for females, projected generationally with the two-dimensional mortality improvement scale MP-2018.

For Safety Members: Pub-2010 Safety Disabled Retiree Amount-Weighted Mortality Table (separate tables for males and females) multiplied by 105% for males and 100% for females, projected generationally with the two-dimensional mortality improvement scale MP-2018.

Beneficiaries: Pub-2010 Contingent Survivor Amount-Weighted Above-Median Mortality Table (separate tables for males and females) multiplied by 105% for males and females, projected generationally with the two-dimensional mortality improvement scale MP-2018.

Pre-Retirement Mortality

For General Members: Pub-2010 General Employee Amount-Weighted Above-Median Mortality Table (separate tables for males and females), projected generationally with the two-dimensional mortality improvement scale MP-2018.

For Safety Members: Pub-2010 Safety Employee Amount-Weighted Above-Median Mortality Table (separate tables for males and females), projected generationally with the two-dimensional mortality improvement scale MP-2018.

Disability

Age	General Tier 3 / 5 PEPRA	Safety (All Tiers)
20	0.01%	0.02%
25	0.02%	0.16%
30	0.03%	0.32%
35	0.05%	0.46%
40	0.08%	0.56%
45	0.11%	0.90%
50	0.13%	2.54%
55	0.16%	3.80%
60	0.22%	4.30%
65	0.25%	4.50%
70	0.25%	4.50%

Retirement – We have applied the General Tier 3 (Enhanced) rates for all General employees and Safety Tier A (Enhanced) rates for all Safety employees since nearly all current employees are in these two pension tiers, with the exception of those who were hired after January 1, 2013 as the PEPRA tiers.

Age	General Tier 3 < 30 Yr	General Tier 3 >= 30 yr	General PEPRA	Safety Tier A < 30 yr	Safety Tier A >= 30 yr	Safety PEPRA
45	0.00%	0.00%	0.00%	7.00%	8.75%	0.00%
46	0.00%	0.00%	0.00%	3.00%	3.75%	0.00%
47	0.00%	0.00%	0.00%	10.00%	12.50%	0.00%
48	0.00%	0.00%	0.00%	10.00%	12.50%	0.00%
49	0.00%	0.00%	0.00%	25.00%	31.25%	0.00%
50	4.00%	7.20%	0.00%	25.00%	31.25%	5.00%
51	3.00%	5.40%	0.00%	25.00%	31.25%	4.00%
52	3.00%	5.40%	2.00%	18.00%	22.50%	4.00%
53	4.00%	7.20%	3.00%	18.00%	22.50%	5.00%
54	6.00%	10.80%	3.00%	18.00%	22.50%	6.00%
55	8.00%	14.40%	5.00%	20.00%	30.00%	10.00%
56	8.00%	9.60%	5.00%	20.00%	30.00%	10.00%
57	9.00%	10.80%	6.00%	22.00%	33.00%	18.00%
58	10.00%	12.00%	6.00%	22.00%	33.00%	18.00%
59	12.00%	14.40%	8.00%	22.00%	33.00%	18.00%
60	13.00%	15.60%	8.00%	25.00%	37.50%	18.00%
61	18.00%	21.60%	12.00%	25.00%	37.50%	20.00%
62	22.00%	26.40%	18.00%	25.00%	37.50%	20.00%
63	22.00%	26.40%	18.00%	30.00%	45.00%	20.00%
64	25.00%	30.00%	20.00%	40.00%	60.00%	25.00%
65	32.00%	32.00%	25.00%	100.00%	100.00%	100.00%
66	32.00%	32.00%	25.00%	100.00%	100.00%	100.00%
67	30.00%	30.00%	25.00%	100.00%	100.00%	100.00%
68	30.00%	30.00%	25.00%	100.00%	100.00%	100.00%
69	30.00%	30.00%	25.00%	100.00%	100.00%	100.00%
70 – 74	35.00%	35.00%	40.00%	100.00%	100.00%	100.00%
75	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Withdrawal – Sample probabilities of terminating employment with the County are shown below for selected years of County service.

Years of Service	General	Safety
Less than 1	14.00%	12.50%
1	9.50%	10.00%
2	9.25%	8.25%
3	6.50%	5.75%
4	5.25%	5.00%
5	5.00%	4.25%
10	3.25%	2.25%
15	2.25%	1.70%
20 or more	1.25%	0.75%

Coverage Election Assumptions

Retiree Coverage – We have assumed 85% of new retirees hired before the exclusion date stated in Appendix A will elect medical and dental coverage at retirement. For employees hired after the exclusion date stated in Appendix A, we assumed 50% will elect to enroll in the health plans without any County subsidy.

Spouse Coverage – We have assumed 50% of new General retirees and 60% of new Safety retirees electing coverage will elect spouse medical and dental coverage at retirement.

Spouse Age – Female spouses are assumed to be three years younger than male spouses.

Dependent Coverage – We have assumed 30% of retirees with no spouse coverage will elect coverage for a dependent child until age 65 and 50% of retirees with spouse coverage will elect coverage for a dependent child until age 65.

Health Plan Election – We have assumed that new retirees will remain enrolled in the same plan they were enrolled in as actives. For actives who waived coverage, we have assumed that they will elect Kaiser plan coverage. For retirees enrolled in either the CalPERS Anthem or Blue Shield plans, we assumed they will transfer to the Kaiser Medicare Supplement plan upon reaching age 65, as the CalPERS health plan no longer offers Anthem or Blue Shield coverage for Medicare eligible retirees.

Valuation of Retiree Premium Subsidy Due to Active Health Costs

Currently, the County and California PERS (PEMHCA) health plans charge the same premiums for retirees who are not yet eligible for Medicare as for active employees. Therefore, the retiree premium rates are being subsidized by the inclusion of active lives in setting rates. (Premiums calculated only based on retiree health claims experience would have resulted in higher retiree premiums.) GASB 74/75 requires that the value of this subsidy be recognized as a liability in valuations of OPEB costs.

To account for the fact that per member health costs vary depending on age (higher health costs at older ages), we calculated equivalent per member per month (PMPM) costs that vary by age based on the age distribution of covered members, and based on relative cost factors by age. The relative cost factors were developed from the Milliman Health Cost GuidelinesTM. Based on the carrier premium rates and relative age cost factors assumptions, we developed age adjusted monthly PMPM health costs for 2020 to be used in valuing the implicit rate subsidy.

The following tables show the age adjusted expected claims costs per member per month (PMPM) for non-PEMHCA health plans.

Age Adjusted Weighted Expected PMPM Claims Costs for CCHP Plans

Age	Retirees		Spouses	
	Male	Female	Male	Female
50	\$768	\$958	\$914	\$1,103
55	1,005	1,126	1,150	1,270
60	1,286	1,317	1,431	1,462
64	1,596	1,488	1,742	1,633

Age Adjusted Weighted Expected PMPM Claims Costs for Kaiser Plans

Age	Retirees		Spouses	
	Male	Female	Male	Female
50	\$707	\$882	\$892	\$1,066
55	924	1,036	1,109	1,220
60	1,183	1,212	1,368	1,396
64	1,469	1,369	1,654	1,554

Age Adjusted Weighted Expected PMPM Claims Costs for HealthNet Plans

Age	Retirees		Spouses	
	Male	Female	Male	Female
50	\$861	\$1,074	\$1,075	\$1,287
55	1,126	1,262	1,340	1,474
60	1,442	1,477	1,655	1,689
64	1,789	1,668	2,003	1,881

The following table shows the weighted average age adjusted expected monthly claims cost in PMPM for PEMHCA health plans. The Medical PMPM costs are developed from the total covered members in PEMHCA plans based on the enrollment information released by CalPERS for the entire Region 1

Age Adjusted Weighted Expected PMPM Claims Costs for PEMHCA Plans				
Age	Retirees		Spouses	
	Male	Female	Male	Female
50	\$806	\$999	\$716	\$872
55	992	1,092	900	1,008
60	1,225	1,241	1,129	1,160
64	1,508	1,395	1,395	1,305

Since retirees eligible for Medicare (age 65 and beyond) are enrolled in Medicare supplemental plans, the premiums for retirees with Medicare are determined without regard to active employee claims experience and no such subsidy exists for this group for medical cost.

Medical Cost Inflation Assumption

We assumed future increases to the health costs and premiums are based on the “Getzen” model published by the Society of Actuaries for purposes of evaluating long term medical trend. The H.R. 1865 Further Consolidated Appropriations Act 2020 became law on December 20, 2019. This law repeals the Cadillac tax completely and removes the Health Insurer Fee permanently beginning in 2021. We reflected this change in the health cost trends shown in the below table. Given the substantial uncertainty regarding the potential impact of COVID-19 on plan costs, including whether the pandemic will increase or decrease costs during the term of our projections, we have chosen not to make an adjustment in the health costs trends shown in the below table for the potential effect of COVID-19. The following table shows the assumed rate increases in future years for Medical premiums. The CPI used in developing the following health cost increases is 2.75%.

Calendar Year	County Plans Pre 65	Calendar Year	County Plans Post 65	Calendar Year	PEMHCA Plans Pre 65	Calendar Year	PEMHCA Plans Post 65
2020	5.00%	2020	3.50%	2020	6.80%*	2020	-2.50%*
2021	6.00%	2021	5.25%	2021 – 2023	5.00%	2021	5.00%
2022 – 2035	5.00%	2022 – 2035	5.00%	2024 – 2048	5.25%	2022 – 2025	5.25%
2036 – 2051	5.25%	2036 – 2051	5.25%	2049 – 2065	5.00%	2026 – 2045	5.50%
2052 – 2065	5.00%	2052 – 2065	5.00%	2066 – 2068	4.75%	2046 – 2053	5.25%
2066 – 2068	4.75%	2066 – 2068	4.75%	2069 – 2072	4.50%	2054 – 2065	5.00%
2069 – 2072	4.50%	2069 – 2072	4.50%	2073+	4.25%	2066 – 2068	4.75%
2073+	4.25%	2073+	4.25%			2069 – 2072	4.50%
						2073+	4.25%

* This is the weighted average premium change from 2020 to 2021 calendar year under PEMHCA.

Dental Cost We assumed Dental costs will increase 3.0% annually.

Appendix C. Summary of Participant Data

The following census of participants was used in the actuarial valuation and provided by Contra Costa County as of January 1, 2020.

Active Employees

Age	General	Safety	Total
Under 25	74	35	109
25 – 29	461	173	634
30 – 34	851	230	1,081
35 – 39	988	185	1,173
40 – 44	1,037	199	1,236
45 – 49	1,077	217	1,294
50 – 54	1,140	113	1,253
55 – 59	1,070	60	1,130
60 – 64	790	21	811
65 & Over	<u>385</u>	<u>9</u>	<u>394</u>
Total	7,873	1,242	9,115

Average Age on Valuation Date: 46.2

Average Service on Valuation Date: 10.1

Current Retirees

Age	General	Safety	Total
Under 50	14	64	78
50 – 54	69	170	239
55 – 59	311	205	516
60 – 64	674	197	871
65 – 69	1,147	225	1,372
70 – 74	1,258	252	1,510
75 – 79	874	137	1,011
80 – 84	559	83	642
85 & Over	<u>703</u>	<u>97</u>	<u>800</u>
Total	5,609	1,430	7,039

Average Age on Valuation Date: 71.9

Appendix D. Glossary of Key Terms

Actuarially Determined Contribution. A target or recommended contribution to an OPEB plan for the reporting period, determined based on the funding policy and most recent measurement available when the contribution for the reporting period was adopted. The County's current funding policy is to fund the pay-as-you-go costs for retirees, plus \$20 million into the OPEB Trust each year until year 2022. Beginning in 2022 the County will contribute \$20 million plus additional \$53 million until the OPEB fund's FNP as a % of TOL is 60%. After that, the County will contribute an amount to maintain the 60% funded status.

Deferred Inflows/Outflows of Resources. Portion of changes in net OPEB liability that is not immediately recognized in OPEB Expense. These changes include differences between expected and actual experience, changes in assumptions, and differences between expected and actual earnings on plan investments.

Discount Rate. Single rate of return that, when applied to all projected benefit payments, results in an actuarial present value of projected benefit payments equal to the sum of:

- 1) The actuarial present value of benefit payments projected to be made in future periods where the plan assets are projected to be sufficient to meet benefit payments, calculated using the Long-Term Expected Rate of Return.
- 2) The actuarial present value of projected benefit payments not included in (1), calculated using the Municipal Bond Rate.

Long-Term Expected Rate of Return. Long-term expected rate of return on OPEB plan investments expected to be used to finance the payment of benefits, net of investment expenses.

Money-Weighted Rate of Return. The internal rate of return on OPEB plan investments, net of investment expenses.

Municipal Bond Rate. Yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

Total OPEB Liability. The portion of actuarial present value of projected benefit payments that is attributable to past periods of member service using the Entry Age Normal cost method based on the requirements of GASB 74 and 75.

Fiduciary Net Position. Equal to market value of assets.

Net OPEB Liability. Total OPEB Liability minus the Plan's Fiduciary Net Position.

Service Cost. The portion of the actuarial present value of projected benefit payments that is attributed to a valuation year.



Contra
Costa
County

To: Board of Supervisors
From: Supervisor Karen Mitchoff, Chair
Date: February 1, 2022

Subject: Ordinance increasing limits on individual campaign contributions to candidates for all County offices

RECOMMENDATION(S):

ADOPT Ordinance No. 2022-04, amending the Election Campaign Ordinance to revise the limits on individual campaign contributions to supervisorial and non-supervisorial candidates.

FISCAL IMPACT:

None.

BACKGROUND:

On January 18, 2022, the Board of Supervisors voted to introduce Ordinance No. 2022-04, to amend the Election Campaign Ordinance to increase the limits on individual campaign contributions to supervisorial and non-supervisorial candidates from \$1,675 per election cycle to \$2,500 per election cycle. The Board waived the reading of the ordinance, and set February 1, 2022, for adoption.

If adopted, Ordinance No. 2022-04 will be effective March 2, 2022, during an ongoing election cycle for candidates for both supervisorial and non-supervisorial office, and the increased contribution limits will apply to both supervisorial and non-supervisorial candidates during the remainder of the current election cycle. Thus, candidates could receive individual campaign contributions at the increased amount during the current election cycle. (See, Ordinance No. 2022-04, § IV, Effect of Ordinance on Limits Applicable to Current Election Cycle.)

The Contra Costa County Election Campaign Ordinance was first adopted in 1984 and has been amended sporadically since that time. The limit for individual campaign contributions to non-supervisorial county office candidates was last revised in 2004. The current limit is \$1,675 per election cycle, and it applies to candidates for the offices of Assessor, Auditor-Controller, County Clerk-Recorder, District Attorney, Sheriff-Coroner, and Treasurer-Tax Collector. (See Ordinance, §§ 530-2.210; 530-2.402).

The limit for individual campaign contributions to supervisorial candidates was last revised in 2005. The current limit is \$1,675 per election cycle. This limit increases to five thousand dollars (\$5,000) in two limited circumstances: where the total cumulative expenditures of the committee or committees making independent expenditures opposing the candidate or supporting the candidate's opponent equal \$75,000 or more; where the candidate faces a self-funded opponent, as defined. (See Ordinance, §§ 530-2.703; 530-2.705 (a); 530-2.708 (c).)

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Anne O, Chief of Staff, District IV, (925)
521-7100

By: , Deputy

cc: Monica Nino, County Administrator, Mary Ann McNett Mason, County Counsel, Deborah Cooper, County Clerk-Recorder, Assessor, Auditor-Controller, District Attorney, Sheriff-Coroner, Treasurer-Tax Collector

BACKGROUND: (CONT'D)

The proposed ordinance amendment would increase the individual campaign contributions limits for both supervisorial and non-supervisorial candidates to two thousand, five hundred dollars (\$2,500) per election cycle. As to supervisorial candidates, the increased limit triggered by large independent expenditures and self-funded candidates would continue to apply. All other provisions of the Election Campaign Ordinance would remain unchanged. (See proposed Ordinance No. 2022-04, attached.)

In the 16 years since these campaign contribution limits were last revised, the cost of election campaigns has significantly increased due to the rising cost of living and the increased cost for outreach resulting from the increased County population. Another related factor in rising campaign costs is the larger role of Independent Expenditure Committees for or against candidates in campaigns at the local level. Independent Expenditure Committees can raise large sums of money that can have an impact on the outcome of an election. Raising the individual campaign contribution limits for County elected offices will help candidates offset the potential impacts of the changes that have raised the costs of local campaigns.

In 2019, Assembly Bill 571 (Chapter 566) was signed by the Governor, and beginning January 1, 2021, it applied statutory campaign contribution limits to elective city and county offices in jurisdictions that do not have local laws imposing campaign contribution limits. Along with the statutory contribution limits, other related provisions that formerly applied only to state level candidates now apply in such local jurisdictions. The current statutory contribution limit for city and county candidates is \$4,900 per election. This amount is adjusted every odd-numbered year by the Fair Political Practices Commission to reflect any increase or decrease in the Consumer Price Index.

Because this County's Election Campaign Ordinance imposes campaign contribution limits for all elective County offices, the new statutory contribution limits and other related provisions do not apply to County candidates. (See Government Code, §§ 85301 (d); 85702.5.) AB 571 expressly acknowledges that a local government may establish a different limitation that is more precisely tailored to the needs of its communities. The proposed ordinance, which would increase individual contribution limits for all County candidates to \$2,500, is permitted by state law and is less than the higher statutory limit of \$4,900 for individual campaign contributions in counties without local contribution limits.

CONSEQUENCE OF NEGATIVE ACTION:

The current individual campaign contribution limits will remain unchanged.

ATTACHMENTS

Ordinance No. 2022-04

ORDINANCE NO. 2022-04

AMENDING THE COUNTY'S ELECTION CAMPAIGN ORDINANCE

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I. SUMMARY. This ordinance amends Division 530 of the County Ordinance Code, the County's Election Campaign Ordinance, to increase the limit on individual campaign contributions made during a single county election cycle to or for a candidate for county supervisor or other county office.

SECTION II. Section 530-2.402 of the County Ordinance Code is amended to read:

530-2.402 Individual campaign contributions. For a single county election cycle, no person or political committee (other than the candidate or a broad based political committee) shall make, and no candidate or campaign treasurer shall accept, any monetary or nonmonetary contribution to or for a single candidate for county office or to or for a committee authorized in writing by the candidate to accept contributions for him or her that will cause the total amount contributed by that person or political committee in support of that candidate for that election cycle to exceed \$2,500. (Ords. 2022-04 § 2, 04-22 § 2, 89-11, 84-9.)

SECTION III. Section 530-2.703 of the County Ordinance Code is amended to read:

530-2.703 Individual campaign contributions. For a single county election cycle, no person or political committee (other than the candidate or a broad based political committee) shall make, and no candidate or campaign treasurer shall accept, any contribution to or for a single candidate for county supervisor or to or for a committee authorized in writing by the candidate to accept contributions to him or her that will cause the total amount contributed by that person or political committee in support of that candidate for that election cycle to exceed \$2,500, except as provided in Section 530-2.705(a) and Section 530-2.708(c) of this article. (Ords. 2022-04 § 3, 2005-22 § 3, 99-40 § 3, 98-6, 96-48, 95-8.)

SECTION IV. NEW CONTRIBUTION LIMITS APPLY TO CURRENT ELECTION CYCLES. The individual campaign contribution limits established by this ordinance go into effect on the effective date of this ordinance. If an election cycle began before the effective date, the new campaign contribution limits established by this ordinance apply during the remainder of the election cycle to all non-supervisory candidates and to all supervisory candidates, except as otherwise provided in Ordinance Code sections 530-2.705(a) and 530-2.708(c).

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SECTION V. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of supervisors voting for or against it in the East Bay Times, a newspaper published in this County.

PASSED on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Board Chair

By: _____
Deputy

[SEAL]

KCK:

H:\Client Matters\2022\Ordinance No. 2022-04 Election Campaigns.wpd



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 1, 2022

Subject: Property Tax Administrative Cost Recovery

RECOMMENDATION(S):

1. RECEIVE the 2021-22 report of the Auditor-Controller that contains the property tax-related costs of the Assessor, Tax Collector, Auditor and Assessment Appeals Board for the 2020-21 fiscal year, as required by Resolution No. 97/129;
2. FIX March 8, 2022 at 9:30 a.m. for a public hearing on the determination of property tax administrative costs;
3. DIRECT the Clerk of the Board to notify affected local jurisdictions of the public hearing; and
4. DIRECT the Clerk of the Board to prepare and publish the required legal notice and make supporting documentation available for public inspection.

FISCAL IMPACT:

None. The report details the property tax-related costs of the County in fiscal year 2020-2021 in order to determine the amount of cost recovery in fiscal year 2021-2022. The determination of the property tax administrative costs will occur at the hearing on March 8, 2022.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Lisa Driscoll (925) 655-2047

By: , Deputy

cc: Bob Campbell, County Auditor-Controller

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

If the hearing is not set to consider and adopt the finding of property tax costs, the costs cannot be recovered, resulting in a loss of General Fund revenue in the current fiscal year.

ATTACHMENTS

2021-22 Property Tax Administrative Cost Recovery Report

Office of the Auditor-Controller
Contra Costa County

Robert R. Campbell
Auditor-Controller




Harjit S. Nahal
Assistant Auditor-Controller

625 Court Street
Martinez, California 94553-1282
Phone (925) 608-9300
Fax (925) 646-2649

January 24, 2022

TO: Contra Costa County Board of Supervisors

FROM: Robert Campbell, Auditor-Controller 

SUBJECT: **2021-2022 Property Tax Administration Charges**

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

The following attachments comprise the 2021-22 Property Tax Administration report of the Auditor-Controller pursuant to the County Board of Supervisors' Resolution No. 97/129.

Attachment I summarizes the direct and overhead costs of the Assessor, Tax Collector, Assessment Appeals Board, and Auditor-Controller for the 2020-21 fiscal year. Also included are all offsetting revenues received by the County for providing property tax related services. The 2020-21 net cost of property tax administration was \$17,030,484. This amounts to approximately .53% of all 2020-21 property taxes levied countywide.

Attachment II allocates the \$17,030,484 net cost to each incorporated city and to each local jurisdiction receiving property tax revenues during the 2021-22 fiscal year. This cost allocation to each entity is based on the net revenues of each entity as a percentage of total revenues. School districts, community college districts, and the County Office of Education are exempt from those provisions authorizing County recovery of their proportionate share of property tax administrative costs. As a result, the County absorbs the Schools' share, which, this year, amounts to \$8,147,408.

CONTRA COSTA COUNTY

AUDITOR-CONTROLLER'S REPORT

on

2021-2022 Property Tax Administration Charges

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Attachment I

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

Attachment II

- 10 Administrative Cost Allocation

CONTRA COSTA COUNTY**2021-2022 Property Tax Administration Charges****SUMMARY CALCULATIONS**

NOTE: Per Revenue and Taxation Code Section 95.3, the property tax administration fee to be charged in the 2021-22 Fiscal Year shall be based on the 2020-21 property tax related costs of the Assessor, Tax Collector, Auditor-Controller, and Assessment Appeals Board including applicable overhead costs as permitted by Federal Circular A-87 standards.

Property Tax Related Cost:

Assessor	\$ 16,096,833	
Tax Collector	4,202,141	
Auditor-Controller	1,400,605	
Assessment Appeals Board	96,736	
Total		\$ 21,796,315

Overhead Cost per Circular A-87:

Assessor	1,869,066	
Tax Collector	729,152	
Auditor-Controller	237,411	
Total		2,835,629

Less: Fees Received for Property Tax Related Services:

County General	3,752,281	
Assessor	436,903	
Tax Collector	2,306,248	
Auditor-Controller	1,106,028	
Total		<u>7,601,460</u>

**Net Property Tax Administration Cost,
2021-2022 Fiscal Year**

\$ 17,030,484

CONTRA COSTA COUNTY

2021-2022 Property Tax Administration Charges

ASSESSOR'S DEPARTMENT

<u>DIRECT AND INDIRECT DEPARTMENTAL COST</u>		<u>ACTUAL 2020-2021</u>
Salaries & Employee Benefits		\$ 13,732,725
Services & Supplies		<u>2,613,914</u>
Gross Cost		16,346,639
LESS:		
** Intrafund Transfers		<u>249,806</u>
TOTAL ASSESSOR COST		16,096,833
LESS: ASSESSOR REVENUE OFFSETS		<u>436,903</u>
NET ASSESSOR DEPARTMENT COST		<u>\$ 15,659,930</u>

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

CONTRA COSTA COUNTY
2021-2022 Property Tax Administration Charges
TREASURER-TAX COLLECTOR'S DEPARTMENT

<u>DIRECT AND INDIRECT DEPARTMENTAL COST</u>	<u>ACTUAL 2020-2021</u>
Salaries & Employee Benefits	\$ 3,796,520
Services & Supplies	1,695,221
Other Charges	6,540
Gross Cost	<u>5,498,281</u>
LESS:	
Intrafund Transfers	(2,985)
Treasury Function Costs	1,053,869
Business License Program	<u>245,256</u>
TOTAL TAX COLLECTOR COST	4,202,141
LESS: TAX COLLECTOR REVENUE OFFSETS	<u>2,306,248</u>
NET TAX COLLECTOR COST	<u>\$ 1,895,893</u>

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

CONTRA COSTA COUNTY
2021-2022 Property Tax Administration Charges
AUDITOR-CONTROLLER'S DEPARTMENT

PROPERTY TAX FUNCTION - DIRECT AND INDIRECT DEPARTMENT COSTS	ACTUAL 2020-2021
Salaries & Employee Benefits	\$ 750,984
Information Technology Costs	520,325
Legal Fees	12,782
Other Services and Supplies	(25,206)
Accounts Payable - Supplemental & Other Tax Refunds	6,609
Department Overhead Allocation	<u>135,111</u>
TOTAL PROPERTY TAX FUNCTION COSTS	1,400,605
 LESS: TOTAL PROPERTY TAX FUNCTION REVENUE OFFSETS	 <u>1,106,028</u>
 NET AUDITOR-CONTROLLER COST	 <u>\$ 294,577</u>

CONTRA COSTA COUNTY
2021-2022 Property Tax Administration Charges
ASSESSMENT APPEALS BOARD

<u>DIRECT AND INDIRECT COSTS</u>	<u>ACTUAL</u> <u>2020-2021</u>
Clerk of the Board	\$ 76,070
Assessment Appeals Board - allowances and postage	7,738
County Counsel	<u>12,928</u>
TOTAL ASSESSMENT APPEALS BOARD COST	<u>\$ 96,736</u>

CONTRA COSTA COUNTY
2021-2022 Property Tax Administration Charges
FEDERAL A-87 OVERHEAD ALLOCATION

<u>Department</u>	<u>A-87 Plan 2020-2021 Actual</u>	<u>Percent Property Tax Related</u>	<u>Net to Allocate</u>
Assessor	\$ 1,869,066	100%	\$ 1,869,066
Tax Collector	959,411	76%	729,152
Auditor-Controller(Tax Division)	<u>237,411</u>	100%	<u>237,411</u>
TOTALS	<u>\$ 3,065,888</u>		<u>\$ 2,835,629</u>

CONTRA COSTA COUNTY
2021-2022 Property Tax Administration Charges

REVENUE OFFSETS

County General

0005	9608	Supplemental Tax Administration Fees	\$ 3,752,281	
				\$ 3,752,281

Assessor

0016	1600	Administration	877,310	
		1600 Excludable Revenues (Direct credits and non-property tax related revenues)	(730,000)	
0016	1605	Drafting	8,545	
	1647	Roll Maintenance	281,048	
				436,903

Tax Collector

0015		Tax Collector Revenue	3,265,180	
		Excludable Revenues (Direct credits and non-property tax related revenues)	(958,932)	
				2,306,248

Auditor-Controller

0010	1004	Tax & Cost Accounting Division Revenue	1,523,575	
		Excludable Revenues (Direct credits and non-property tax related revenues)	(417,547)	
				1,106,028

TOTAL REVENUE OFFSETS	\$ 7,601,460	
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**CONTRA COSTA COUNTY
2021-2022 ADMINISTRATIVE COST ALLOCATION**

Fund No	Jurisdiction	Adjusted 2021-2022 AB 8 Allocation	2021-2022 Unitary Allocation	2021-2022 Pass-thru H&S 33676	Net Revenue	2021-2022 Adj Allocation Factors	<div><div>\$</div><div>17,030,484</div><div>to Allocate</div></div>
		(1)	(2)	(3)	(4)	(5)	(6)
GENERAL COUNTY JURISDICTION							
1003	County General	\$ 272,297,929	6,870,064	404,228	\$ 279,572,221	0.1179058801027	\$ 2,008,001
COUNTY GOVERNED SPECIAL DISTRICTS							
1206	County Library	31,107,392	455,364	41,476	31,604,232	0.0133286662436	226,994
2135	West CCC Healthcare	4,046,853	59,188	0	4,106,041	0.0017316685168	29,491
2020	Contra Costa Fire	128,913,193	1,342,111	103,515	130,358,819	0.0549771045770	936,287
2028	Crockett Carquinez Fire	640,252	10,162	0	650,414	0.0002743032889	4,672
3060	East Contra Costa Fire	16,108,819	113,002	0	16,221,821	0.0068413380310	116,511
2401	Service Area L-100	1,075,935	17,669	39,759	1,133,363	0.0004779806267	8,140
2470	Service Area M-1	67,448	1,266	0	68,714	0.0000289790546	494
2475	Service Area M-29	(711)	1,026	0	315	0.0000001327712	2
2488	Service Area M-16 Clyde	33,710	296	0	34,006	0.0000143416010	244
2489	Service Area M-17 Montalvin	213,882	2,172	0	216,054	0.000091177854	1,552
2492	Service Area M-20 Rodeo	13,839	146	0	13,985	0.0000058981192	100
2494	Svc Area RD4 Bethel Isle	7,571	399	0	7,970	0.0000033614148	57
2496	Svc Area M23 Blackhawk	2,461,629	21,170	0	2,482,799	0.0010470877857	17,832
2505	Flood Control CCC Water	3,856,114	57,499	4,867	3,918,480	0.0016525668464	28,144
2520	Flood Control Zone 3B	6,564,002	69,652	0	6,633,654	0.0027976556421	47,645
2521	Flood Cont Z1 Marsh Ck	2,572,723	19,948	0	2,592,671	0.0010934247954	18,622
2527	Flood Control Zone 7	70,619	1,233	2,935	74,787	0.0000315406246	537
2530	Flood Control Zone 8	21,602	454	0	22,056	0.0000093017035	158
2531	Flood Control Zone 8A	27,868	402	0	28,270	0.0000119223672	203
2550	Flood Cont Drainage 290	2,530	27	0	2,557	0.0000010782965	18
2551	Flood Cont Drainage 300	5,715	94	0	5,809	0.0000024497591	42
2552	Flood Cont Drainage A13	410,353	3,209	0	413,562	0.0001744142140	2,970
2554	Flood Cont Drainage 10	445,491	3,319	0	448,810	0.0001892797682	3,224

**CONTRA COSTA COUNTY
2021-2022 ADMINISTRATIVE COST ALLOCATION**

Fund No	Jurisdiction	Adjusted 2021-2022 AB 8 Allocation	2021-2022 Unitary Allocation	2021-2022 Pass-thru H&S 33676	Net Revenue	2021-2022 Adj Allocation Factors	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> \$ 17,030,484 to Allocate </div>	
		(1)	(2)	(3)	(4)	(5)	(6)	
2563	Flood Cont Drainage 127	16,178	231	0	16,409	0.0000069203121		118
2583	Flood Cont Drainage 16	100,820	819	0	101,639	0.0000428650239		730
2652	S/A Pl 2 Danville	504	93	0	597	0.0000002517262		4
2653	S/A Pl-2 Zone A	165,053	1,401	0	166,454	0.0000701999083		1,196
2655	S/A Pl 5 Round Hill	292,619	2,795	0	295,414	0.0001245871176		2,122
2656	S/A Police-6	4,660,086	1,122,489	0	5,782,575	0.0024387242192		41,533
2657	S/A Pl-2 Zone B	235,784	2,220	0	238,004	0.0001003751391		1,709
2702	S/A Lib-2 El Sobrante	140,898	2,241	0	143,139	0.0000603669051		1,028
2710	S/A Lib-10 Pinole	1,414	19	0	1,433	0.0000006044922		10
2712	S/A Lib-12 Moraga	11,636	332	0	11,968	0.0000050474129		86
2713	S/A Lib-13 Ygnacio	173,811	1,651	0	175,462	0.0000739988413		1,260
2751	Svc Area R-4 Moraga	33,982	1,055	0	35,037	0.0000147763146		252
2758	Svc Area R-7 Zone A	1,368,142	12,289	0	1,380,431	0.0005821785522		9,915
2825	Co Co Co Water Agency	731,428	20,027	1,250	752,705	0.0003174432303		5,406
								1,509,308

AUTONOMOUS SPECIAL DISTRICTS

3005	San Ramon Valley Fire	80,066,601	1,021,058	407,206	81,493,865	0.0343689578022		585,320
3007	Kensington Fire	4,645,995	31,769	0	4,677,764	0.0019727849611		33,597
3011	Rodeo-Hercules Fire	3,333,792	64,862	0	3,398,654	0.0014333372910		24,410
3074	Moraga-Orinda Fire District	28,073,743	219,378	0	28,293,121	0.0119322489981		203,212
3102	Co Co Resource Cons	315,717	4,888	1,158	321,763	0.0001356990755		2,311
3255	Kensington Community Svc	2,091,133	15,054	0	2,106,187	0.0008882562850		15,127
3260	Diablo Community Svc	517,432	3,688	0	521,120	0.0002197755990		3,743
3301	CCC Mosquito Abate Dst1	6,079,973	96,360	2,186	6,178,519	0.0026057083932		44,376
3406	Central CC Sanitary	19,905,632	290,562	49,609	20,245,803	0.0085383993403		145,413
3409	Mt View Sanitary	445,054	9,796	0	454,850	0.0001918271383		3,267

**CONTRA COSTA COUNTY
2021-2022 ADMINISTRATIVE COST ALLOCATION**

Fund No	Jurisdiction	Adjusted 2021-2022 AB 8 Allocation	2021-2022 Unitary Allocation	2021-2022 Pass-thru H&S 33676	Net Revenue	2021-2022 Adj/ Allocation Factors	<div style="border: 1px solid black; padding: 2px;"> \$ 17,030,484 to Allocate </div>	
		(1)	(2)	(3)	(4)	(5)	(6)	
3411	Ironhouse Sanitary	341,194	5,587	0	346,781	0.0001462502374		2,491
3414	Rodeo Sanitary	293,220	5,150	0	298,370	0.0001258335311		2,143
3416	West Co Wastewater	1,368,798	18,408	6,831	1,394,037	0.0005879166223		10,013
3418	Stiege Sanitary	533,365	5,670	0	539,035	0.0002273306713		3,872
3422	Byron Sanitary	46,742	812	0	47,554	0.0000200551682		342
3240	Crockett-Valona Sanitary	418,014	9,587	0	427,601	0.0001803352546		3,071
3430	Twn of Discovery Bay (Comm Svc Dist)	739,352	6,565	0	745,917	0.0003145807174		5,357
3480	Delta Diablo Z1 W Pittsburg	371,392	13,016	97,223	481,631	0.0002031213834		3,459
3481	Delta Diablo Z2 Pittsburg	554,360	6,116	77	560,553	0.0002364057545		4,026
3482	Delta Diablo Z3 Antioch	1,454,752	17,554	0	1,472,306	0.0006209254138		10,575
3515	Los Medanos Healthcare	878,140	97,558	26,091	1,001,789	0.0004224913518		7,195
3520	Mt Diablo Healthcare	349,149	2,403	0	351,552	0.0001482622127		2,525
3601	Alamo-Lafayette Cemetery	384,039	3,906	0	387,945	0.0001636107060		2,786
3603	B B K Union Cemetery	738,386	7,475	0	745,861	0.0003145569990		5,357
3700	Ambrose Rec & Park	532,636	15,590	81,295	629,521	0.0002654922086		4,521
3715	Green Valley Rec & Park	68,569	520	0	69,089	0.0000291374842		496
3735	Pleasant Hill Rec & Park	4,119,489	48,916	1,163	4,169,568	0.0017584601915		29,947
3770	Bethel Isle Muni Imp	629,909	8,370	0	638,279	0.0002691856387		4,584
3803	Co Co Co Water	3,278,894	92,425	6,643	3,377,962	0.0014246105286		24,262
3830	Castile Rock Co Water	17,310	142	0	17,452	0.0000073603480		125
4001	East Bay Muni Utility	17,128,660	220,097	65,806	17,414,563	0.0073443611371		125,078
4002	EBMUD Special District 1	498,722	4,333	0	503,055	0.0002121566167		3,613
4007	A-C Transit Spec District 1	9,986,260	134,127	0	10,120,387	0.0042681392827		72,688
4009	BART	13,900,456	203,774	22,463	14,126,693	0.0059577457707		101,463
4010	Bay Area Air Management	4,051,776	59,402	0	4,111,178	0.0017338346495		29,528
4025	Dublin San Ramon Svcs	811,554	3,199	0	814,753	0.0003436113715		5,852
4026	East Bay Regional Park	58,945,033	907,558	53,702	59,906,293	0.0252646855683		430,270

**CONTRA COSTA COUNTY
2021-2022 ADMINISTRATIVE COST ALLOCATION**

Fund No	Jurisdiction	Adjusted 2021-2022 AB 8 Allocation	2021-2022 Unitary Allocation	2021-2022 Pass-thru H&S 33676	Net Revenue	2021-2022 Adj Allocation Factors	\$ 17,030,484 to Allocate
		(1)	(2)	(3)	(4)	(5)	
4110	Reclamation Dist 800 Exp	1,028,396	10,285	0	1,038,681	0.0004380499923	7,460
4111	Discovery Bay Rec/Drain	58,716	573	0	59,289	0.0000250044472	426
4180	East Co Co Irrigation	3,872,540	32,860	0	3,905,400	0.0016470507616	28,050
4181	Byron-Bethany Irrigation	400,883	11,689	0	412,572	0.0001739967157	2,963
							<u>1,995,314</u>

CITIES & CITY SPECIAL DISTRICTS

4201	City of Clayton	1,093,406	15,770	73,505	1,182,681	0.0004987798567	8,494
4202	City of Concord	17,576,999	237,961	0	17,814,960	0.0075132234483	127,954
4203	City of Brentwood	12,823,871	83,871	29,574	12,937,316	0.0054561417960	92,921
4204	City of San Pablo	350,779	13,037	0	363,816	0.0001534346663	2,613
4205	City of El Cerrito	9,472,764	95,816	0	9,568,580	0.0040354218775	68,725
4206	City of Walnut Creek	19,572,619	238,163	0	19,810,782	0.0083549350182	142,289
4207	City of Pleasant Hill	3,713,306	29,637	0	3,742,943	0.0015785365393	26,883
4208	City of Martinez	10,075,633	138,223	0	10,213,856	0.0043075584685	73,360
4209	City of Antioch	13,431,284	164,691	0	13,595,975	0.0057339221315	97,651
4210	City of Pittsburg	4,327,300	62,932	0	4,390,232	0.0018515223690	31,532
4211	City of Hercules	1,397,526	35,380	0	1,432,906	0.0006043089858	10,292
4212	City of Pinole	2,840,690	32,914	0	2,873,604	0.0012119042329	20,639
4213	Richmond Tax District 1	26,351,509	525,776	0	26,877,285	0.0113351390418	193,043
4214	City of Lafayette	5,725,183	37,733	0	5,762,916	0.0024304333639	41,391
4215	Town of Moraga	2,599,641	28,276	0	2,627,917	0.0011082892319	18,875
4216	Town of Danville	11,302,267	99,164	0	11,401,431	0.0048084024103	81,889
4217	City of San Ramon	17,997,685	336,580	0	18,334,265	0.0077322332029	131,684
4218	City of Orinda	6,016,739	58,965	0	6,075,704	0.0025623477527	43,638
4219	City of Oakley	3,333,730	20,263	46,529	3,400,522	0.0014341253062	24,424
4227	Richmond Tax District 3	10,854,552	125,675	0	10,980,227	0.0046307653051	78,864
4230	Richmond Sewer 1	232,584	4,401	0	236,985	0.0000999454020	1,702

**CONTRA COSTA COUNTY
2021-2022 ADMINISTRATIVE COST ALLOCATION**

Fund No	Jurisdiction	Adjusted 2021-2022	2021-2022	2021-2022	Net	2021-2022	\$ to 17,030,484
		AB 8 Allocation	Unitary Allocation	Pass-thru H&S 33676	Revenue	Adj/ Allocation Factors	
		(1)	(2)	(3)	(4)	(5)	(6)
4231	Brentwood Rec & Park District	2,580,414	15,906	0	2,596,320	0.0010949636200	18,648
4232	San Ramon M-29	3,856,151	14,268	0	3,870,419	0.0016322979040	27,799
4240	Pleasant Hill Lgt Dist 1	630,564	5,391	0	635,955	0.0002682056080	4,568
4241	Svc Area R-8 Walnut Creek	788,725	7,698	0	796,423	0.0003358808568	5,720
4248	Clayton Light Mlce 1	42,972	461	0	43,433	0.0000183172501	312
4252	Martinez Pine Ridge Mlce	8,623	91	0	8,714	0.0000036748960	63
4253	Martinez Parking District 1	83,538	703	0	84,241	0.0000355275805	605
4263	Lafayette Core Area Mlc	65,706	2,703	0	68,409	0.0000288504966	491
4264	Lafayette St Lt Mlce Z1	10,620	87	0	10,707	0.0000045156071	77
4271	Concord Vly Terr SiltMlc	3,274	44	0	3,318	0.00000013992171	24
4272	Concord Kirkwood Mlce 1	67,908	608	0	68,516	0.0000288959050	492
4274	Concord Blhn Terr St Lt	877	16	0	893	0.00000003766995	6
4275	Pl Hill-Diablo Vista Wtr	254,562	1,957	0	256,519	0.0001081835149	1,842
4280	Antioch Parking Mlce 1A	48,942	473	0	49,415	0.0000208402565	355
4285	Moraga St Lt Mlce 1	194,588	1,466	0	196,054	0.0000826830083	1,408
4294	Oakley Police Services	580,996	2,436	0	583,432	0.0002460547877	4,190
							<u>1,385,463</u>

REDEVELOPMENT SUCCESSOR AGENCIES

4701	Antioch	5,296,819	147,407	0	5,444,226	.0022960303866	39,103
4702	Antioch Project 2	1,205,322	7,353	0	1,212,675	.0005114294204	8,710
4703	Antioch Project 3	49,122	481	(16,618)	32,985	.0000139109235	237
4704	Antioch Project 4	1,015,627	10,391	(63,753)	962,265	.0004058225399	6,911
4705	Antioch Project 4, Amd 1	820,098	4,623	(27,714)	797,007	.0003361270751	5,724
4706	Brentwood Project	3,219,245	29,087	0	3,248,332	.0013699410930	23,331
4707	Brentwood Amendment 1	945,396	11,518	0	956,914	.0004035656916	6,873
4708	North Brentwood	6,913,907	26,720	(32,072)	6,908,555	.0029135913701	49,620
4709	North Brtwd Amnd 2	404,302	1,575	0	405,877	.0001711733021	2,915

**CONTRA COSTA COUNTY
2021-2022 ADMINISTRATIVE COST ALLOCATION**

Fund No	Jurisdiction	Adjusted 2021-2022 AB 8 Allocation	2021-2022 Unitary Allocation	2021-2022 Pass-thru H&S 33676	Net Revenue	2021-2022 Adj Allocation Factors	<div>\$ 17,030,484</div> to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
4710	Central Concord	22,688,898	879,122	0	23,568,020	.0099395002127	169,274
4711	Concord Commerce	809,130	10,750	0	819,880	.0003457737255	5,889
4712	Cent Concord RDA Amnd	1,612,381	3,710	0	1,616,091	.0006815648620	11,607
4714	Clayton	8,410,841	47,728	(140,029)	8,318,540	.0035082339978	59,747
4716	Hercules Dynamite	11,048,559	75,559	0	11,124,118	.0046914493562	79,898
4717	Hercules RDA Proj 2	6,210,141	30,866	0	6,241,007	.0026320620607	44,825
4720	El Cerrito	9,266,525	86,595	0	9,353,120	.0039445545910	67,178
4721	El Cerrito Area II	1,987	92	0	2,079	.0000008768034	15
4725	Pinole Vista	8,256,683	92,779	0	8,349,462	.0035212748699	59,969
4726	Pinole Vista 81	5,621,824	48,500	0	5,670,324	.0023913839062	40,726
4728	Oakley RDA Proj 2	795,001	939	0	795,940	.0003356770609	5,717
4730	Pittsburg Marina	0	1,373	0	1,373	.0000005789686	10
4731	Pittsburg Riverside	584,404	7,498	0	591,902	.0002496269697	4,251
4732	Pittsburg Neighborhood I	1,573,139	13,878	0	1,587,017	.0006693032877	11,399
4733	Pittsburg Neighborhood II	721,447	7,827	0	729,274	.0003075617189	5,238
4734	Pittsburg/Los Medanos I	32,601,801	438,781	0	33,040,582	.0139344277920	237,310
4735	Pittsburg/Los Medanos II	4,407,786	74,478	0	4,482,264	.0018903354601	32,193
4736	Pittsburg/Los Medanos III	16,878,154	76,380	0	16,954,534	.0071503500140	121,774
4737	Richmd 8A RDA 2000 Amnd	1,990,208	8,113	0	1,998,321	.0008427655491	14,353
4738	Richmd 10A RDA 2000 Amnd	1,322,517	4,295	0	1,326,812	.0005595654494	9,530
4739	Richmd 1A RDA 2000 Amnd	222,000	796	0	222,796	.0000939614045	1,600
4740	Richmond 1A	674,799	11,935	0	686,734	.0002896210502	4,932
4741	Richmond 8A	1,146,473	10,539	0	1,157,012	.0004879543930	8,310
4742	Richmond 10A	1,121,583	23,638	0	1,145,221	.0004829816950	8,225
4743	Richmond 10B	127,769	3,146	0	130,915	.0000552117975	940
4744	Richmond 11A	16,847,290	102,798	0	16,950,088	.0071484751749	121,742
4745	Richmond 12A	165,456	1,802	0	167,258	.0000705388581	1,201

**CONTRA COSTA COUNTY
2021-2022 ADMINISTRATIVE COST ALLOCATION**

Fund No	Jurisdiction	Adjusted 2021-2022 AB 8 Allocation	2021-2022 Unitary Allocation	2021-2022 Pass-thru H&S 33676	Net Revenue	2021-2022 Adj Allocation Factors	<div>\$ 17,030,484</div> to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
4746	Richmond 8A Henley	73,202	786	0	73,988	.0000312035262	531
4747	Richmond 1B	200,441	1,086	0	201,527	.0000849912199	1,447
4748	Richmond 1C-Potero	1,607,251	9,727	0	1,616,978	.0006819390184	11,614
4749	Richmond 3A	1,586,561	8,043	0	1,594,604	.0006725031858	11,453
4750	Walnut Creek-So Broadway	1,629,017	13,629	0	1,642,646	.0006927643766	11,798
4751	Walnut Creek-Mt Diablo	0	14,232	0	14,232	.0000060021026	102
4752	Richmd 6A RDA 2000 Amnd	82,175	283	0	82,458	.0000347756913	592
4753	Richmd 10B RDA 2000 Amnd	27,765	167	0	27,932	.0000117800817	201
4754	Richmond 6-A Amend 1	1,378,945	2,259	0	1,381,204	.0005825045758	9,920
4755	Richmond 6-A	592,036	4,716	0	596,752	.0002516723128	4,286
4756	Danville Downtown	5,482,081	38,861	(411,995)	5,108,947	.0021546308937	36,694
4757	Richmd 11A RDA 2000 Amnd	535,171	1,520	0	536,691	.0002263422216	3,855
4758	Richmd 10B RDA 2006 Amnd	7,220,930	18,032	0	7,238,962	.0030529363304	51,993
4760	San Pablo-So Entrance	744,687	8,005	0	752,692	.0003174377098	5,406
4761	San Pablo-El Portal	3,688,641	50,437	0	3,739,078	.0015769066575	26,855
4762	San Pablo-El Portal 79	4,873,714	56,557	0	4,930,271	.0020792763290	35,411
4763	San Pablo-Oak Park	1,197,333	12,121	0	1,209,454	.0005100712551	8,687
4764	San Pablo-Sheffield	548,808	5,602	0	554,410	.0002338151522	3,982
4765	San Pablo-Bayview	2,792,974	24,599	0	2,817,573	.0011882739179	20,237
4766	San Pablo-El Portal 80	1,990,825	27,201	0	2,018,026	.0008510756272	14,494
4767	San Pablo-Oak Park 79	61,469	659	0	62,128	.0000262017072	446
4768	San Pablo-Bayview 80	126,280	950	0	127,230	.0000536577439	914
4769	San Pablo-Legacy RDA	2,685,317	10,606	0	2,695,923	.0011369696042	19,363
4770	Pleasant Hill Commons	4,185,233	32,353	0	4,217,586	.0017787112143	30,292
4771	Pleasant Hill Commons 1A	156,188	1,301	0	157,489	.0000664190425	1,131
4772	Plsnt Hill Schoolyrd Anx	1,289,355	9,927	0	1,299,282	.0005479548468	9,332
4773	Plsnt Hill Comm 2001 Amnd	1,227,820	4,954	0	1,232,774	.0005199060676	8,854

**CONTRA COSTA COUNTY
2021-2022 ADMINISTRATIVE COST ALLOCATION**

Fund No	Jurisdiction	Adjusted 2021-2022 AB 8 Allocation	2021-2022 Unitary Allocation	2021-2022 Pass-thru H&S 33676	Net Revenue	2021-2022 Adj Allocation Factors	<div style="border: 1px solid black; padding: 2px;">\$ 17,030,484</div> to Allocate
		(1)	(2)	(3)	(4)	(5)	
4774	Pleasant Hill Commons 2009 Amnd	146,592	100	0	146,692	.0000618654623	1,054
4775	Lafayette RDA	10,123,320	31,767	0	10,155,087	.0042827732274	72,938
4777	San Ramon	13,656,161	74,367	(1,186,403)	12,544,125	.0052903185241	90,097
4780	CoCoCo Pleasant Hill BART	11,274,879	68,528	0	11,343,407	.0047839318016	81,473
4781	CoCoCo West Pittsburg	5,670,590	30,283	(1,019,546)	4,681,327	.0019742874320	33,623
4782	CoCoCo North Richmond	4,435,169	19,548	(397,672)	4,057,045	.0017110049890	29,139
4783	CoCoCo PI H/BART Amnd 1	1,045,141	8,712	(12,883)	1,040,970	.0004390153055	7,477
4784	Oakley	5,210,807	28,462	(114,802)	5,124,467	.0021611760583	36,806
4785	Rodeo	3,737,902	17,505	(321,309)	3,434,098	.0014482853833	24,665
4786	CoCoCo Montalvin	909,063	3,014	0	912,077	.0003846563610	6,551
							<div style="border-top: 1px solid black; padding-top: 2px;">1,984,990</div>

Sub-Total: Recoverable Cost	6,875,075
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SCHOOL DISTRICTS - EXEMPT FROM COST ALLOCATION

4016	Ed Phys Handic'd Elem	6,304	1,150	0	7,454	.0000031436637	54
4018	Livemore Jt Unified	301,804	54,705	0	356,509	.0001503527407	2,561
4020	Chab-Las Positas Com College	346,013	8,315	0	354,328	.0001494330635	2,545
4022	Dev Ctr Handic'd Minor	1,129	206	0	1,335	.0000005631620	10
4029	Trainable M.R. Alameda	2,844	519	0	3,363	.0000014183935	24
5001	Acalanes Union Hi Gen	53,640,663	517,826	0	54,158,489	.0228406252077	388,987
5101	Canyon Elementary Gen	86,181	1,282	0	87,463	.0000368865006	628
5201	Lafayette Elementary Gen	20,286,787	181,179	0	20,467,966	.0086320935872	147,009
5301	Moraga Elementary Gen	9,990,579	95,647	0	10,086,226	.0042537321901	72,443
5401	Orinda Elementary Gen	13,053,323	144,507	0	13,197,830	.0055660097866	94,792
5501	Walnut Creek General	26,307,845	253,698	0	26,561,543	.0112019788637	190,775
6001	Liberty Union Hi Gen	34,978,770	298,334	0	35,277,104	.014876510436	253,374

**CONTRA COSTA COUNTY
2021-2022 ADMINISTRATIVE COST ALLOCATION**

Fund No	Jurisdiction	Adjusted 2021-2022 AB 8 Allocation	2021-2022 Unitary Allocation	2021-2022 Pass-thru H&S 33676	Net Revenue	2021-2022 Adj Allocation Factors	<div style="border: 1px solid black; padding: 2px;">\$ 17,030,484</div> <div style="text-align: center;">to Allocate</div>	
		(1)	(2)	(3)	(4)	(5)	(6)	
6101	Brentwood Elem Gen	19,087,226	143,094	11,862	19,242,182	.0081151351432		138,205
6201	Byron Elementary Gen	5,356,159	57,941	6,950	5,421,050	.0022862558024		38,936
6301	Knightsen Elementary Gen	2,381,396	25,043	4,958	2,411,397	.0010169745503		17,320
6401	Oakley Elementary Gen	14,844,080	125,607	0	14,969,687	.0063132671694		107,518
6901	County Schools Gen	35,170,568	520,471	93,075	35,784,114	.0150914759539		257,015
6999	ERAF K - 12	281,547,716	0	0	281,547,716	.1187390190718		2,022,183
7101	Antioch Unified Gen	37,649,411	884,494	81,793	38,615,698	.0162856591585		277,353
7201	John Swett General	6,511,715	159,257	144,908	6,815,880	.0028745071656		48,954
7401	Martinez Unified Gen	19,783,247	294,170	0	20,077,417	.0084673845142		144,204
7501	Mt Diablo Unified Gen	132,223,306	1,680,913	415,311	134,319,530	.0566474820117		964,734
7601	Pittsburg Unified Gen	5,790,032	1,183,760	19,015	6,992,807	.0029491237457		50,225
7701	West Co Co Unified Gen	78,088,870	1,051,073	165,545	79,305,488	.0334460388092		569,602
7801	San Ramon Valley Unif	179,572,557	2,171,639	899,876	182,644,072	.0770277174048		1,311,819
7901	Co Co Comm College Gen	101,920,888	1,481,308	332,412	103,734,608	.0437486964664		745,061
7999	ERAF Community College	41,918,829	0	0	41,918,829	.0176787107761		301,077
		<div style="border: 1px solid black; padding: 2px; display: inline-block;">Sub-Total: Exempt School Share</div>						
		<div style="border: 1px solid black; padding: 2px; display: inline-block;">8,147,408</div>						

TOTALS	\$ 2,340,499,136	30,648,263	(0)	\$ 2,371,147,399	1.000000000000	\$ 17,030,484
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To: Board of Supervisors
 From: Candace Andersen, District II Supervisor
 Date: February 1, 2022



Contra
 Costa
 County

Subject: APPOINTMENT AND VACANCY ON THE ALAMO MUNICIPAL ADVISORY COUNCIL

RECOMMENDATION(S):

ACCEPT the resignation of Joaquin Lopez from the Alternate seat on the Alamo Municipal Advisory Council (AMAC), APPOINT Joaquin Lopez to the Appointee 5 seat on the AMAC for a term ending December 31, 2024, DECLARE a vacancy in the Alternate seat on the AMAC for a term ending December 31, 2024, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Andersen.

FISCAL IMPACT:

NONE

BACKGROUND:

The Alamo MAC may advise the Board of Supervisors on services that are or may be provided to the Alamo community by Contra Costa County or other local government agencies. Such services include, but are not limited to, parks and recreation, lighting and landscaping, public health, safety, welfare, public works, code enforcement, land use and planning, transportation and other infrastructure. The Council may also provide

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Jill Ray, 925-957-8860

By: , Deputy

cc: District 2 Supervisor, Maddy Book, Alamo MAC, Appointee

BACKGROUND: (CONT'D)

input and reports to the District Supervisor, Board of Supervisors, County staff or any County hearing body on issues of concern to the community. The Council may represent the Alamo community before the Board of Supervisors, County Planning Commission and the Zoning Administrator. The Council may also represent the Alamo community before the Local Agency Formation Commission on proposed boundary changes effecting the community. The Council may advocate on parks and recreation issues to the Town of Danville and the San Ramon Valley Unified School District.

CONSEQUENCE OF NEGATIVE ACTION:

The Appointee 5 Seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 1, 2022

Subject: Advisory Council on Aging Vacant Member at Large (MAL) Seat #13

RECOMMENDATION(S):

DECLARE a vacancy in the At-Large Seat 13 on the Advisory Council on Aging for a term ending on September 30, 2022, and DIRECT the Clerk of the Board to post the vacancy as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Declare a vacancy on the Advisory Council on Aging (Council) MAL #13 Seat currently held by Michelle Hernandez. Ms. Hernandez was appointed to the Council February 2, 2021 for a seat expiring September 30, 2022. She is no longer available to serve on the Council.

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

CONSEQUENCE OF NEGATIVE ACTION:

The Advisory Council on Aging may not be able to conduct routine business.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Elaine Burres 608-4960

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: February 1, 2022

Subject: APPOINTMENT TO THE COUNTY SERVICE AREA P-2A CITIZENS ADVISORY COMMITTEE

RECOMMENDATION(S):

REAPPOINT the following individuals to the following seats on the County Service Area P-2A Citizens Advisory Committee for a two-year term with an expiration date of December 31, 2023, as recommended by Supervisor Andersen:

Appointee 2 - Bruce Gekko
Appointee 5 - Jeffrey Jarvis
Appointee 6 - Vincent Burgos

FISCAL IMPACT:

NONE

BACKGROUND:

The County Services Area P-2A Citizens Advisory Committee includes seven (7) appointees representing the Blackhawk county service area who advises the Board of Supervisors on the needs of the Blackhawk community for extended police services which shall include, but not be limited to, enforcement of the State Vehicle Code, crime prevention, litter control, and other issues.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Jill Ray, 925-957-8860

By: , Deputy

cc: District 2 Supervisor, Maddy Book, CSA P-2A, Appointee, ,

CONSEQUENCE OF NEGATIVE ACTION:

The seats will become vacant and the P-2A will not be able to hold meetings due to a lack of membership.

CHILDREN'S IMPACT STATEMENT:

NONE



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 1, 2022

Subject: Juvenile Justice Coordinating Council Appointments

RECOMMENDATION(S):

REAPPOINT the following individuals to the Juvenile Justice Coordinating Council for terms ending June 30, 2022: Trevor Schnitzius, Antioch Police Department, to the City Police Department seat; and Lynn Mackey, Contra Costa County Office of Education, to the County Office of Education seat.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Juvenile Justice Coordinating Council (JJCC) is a multi-agency advisory body that advises the Board of Supervisors on the development and implementation of a multi-agency juvenile justice plan composed of several critical parts, including, but not limited to, an assessment of existing law enforcement, probation, education, mental health, health, social services, drug and alcohol and youth services resources which specifically target at-risk juveniles, juvenile offenders, and their families; an identification and prioritization of the neighborhoods, schools, and other areas in the community that face a significant public safety risk from juvenile crime. The Council coordinates on a countywide basis the work of those governmental and non-governmental organizations engaged in activities designed to reduce the incidence of juvenile crime and delinquency in the greater community; develop information and intelligence-sharing systems to ensure that county actions are fully coordinated, and provide data and appropriate outcome measures.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Sarah Shkidt, (925)655-2052

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The JJCC consists of twenty (20) members:

Ten (10) ex-officio voting members:

- Chief Probation Officer, as Chair
- District Attorney's Office representative
- Public Defender's Office representative
- Sheriff's Office representative
- Board of Supervisors' representative
- Employment and Human Services Department representative
- Behavioral Health Services representative
- Alcohol and Other Drugs Division representative
- Public Health representative
- Juvenile Justice Commission Chair

Ten (10) additional voting members are to be selected and appointed by the Board of Supervisors, as follows:

- City Police Department representative
- County Office of Education or a School District representative
- Four (4) At-Large members, residing or working within the County of Contra Costa
- Two (2) Community-Based Organization representatives
- Two (2) At-Large youth, 14 to 25-years old and residing or working within the County of Contra Costa.

The following seats expired on January 31, 2022:

- City Police Department representative
- County Office of Education or a School District representative

Today's recommendation is to reappoint the above individuals to allow the JJCC to continue to meet and conduct business through June 30, 2022. This will allow staff to develop a new governing resolution and by-laws to make the City Police Department and the County Office of Education representative seats ex-officio.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the JJCC may have difficulty conducting business.



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: February 1, 2022

Subject: APPOINTMENT AND VACANCY ON THE ALAMO POLICE SERVICES ADVISORY COMMITTEE

RECOMMENDATION(S):

ACCEPT the resignation of James 'Larry' Shields from the Alternate seat on the Alamo Police Services Advisory Committee for a term ending December 31, 2022, APPOINT James 'Larry' Shields to the Appointee 3 Seat for a term ending December 31, 2023, DECLARE a vacancy in the Alternate seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Andersen.

FISCAL IMPACT:

NONE

BACKGROUND:

Established on November 18, 1969, by Board Resolution 69/765, the purpose of the County Service Area P-2B Citizens Advisory Committee is to advise the Board of Supervisors and the Sheriff's Department on the needs of the Alamo community for extended police services which shall include, but not be limited to, enforcement of the State Vehicle Code, crime prevention, and litter control. On March 19, 2013, the Board of Supervisors approved a Board Order that retitled the County Service Area P-2B Citizens Advisory Committee to the "Alamo Police Services Advisory Committee". Alamo Police Services Advisory Committee is comprised of nine regular members and two alternates who each serve a two year term.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Jill Ray, 925-957-8860

By: , Deputy

cc: District 2 Supervisor, Maddy Book, APSAC, Appointee

CONSEQUENCE OF NEGATIVE ACTION:

Mr. Shields will remain in the Alternate Seat and the Appointee 3 Seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

NONE



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 1, 2022

Subject: Vacancy on the Measure X Community Advisory Board

RECOMMENDATION(S):

DECLARE a vacancy in the District IV Seat 1 on the Measure X Community Advisory Board for a term ending on April 5, 2023, and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:

None.

BACKGROUND:

Voters passed Measure X, a one-half cent sales tax levied countywide (exempting food sales), in November 2020. Collection of the sales tax began April 1, 2021 and were available for distribution in FY 2021-22. The Board of Supervisors approved the creation of a 17-member Community Advisory Board to recommend funding priorities of annual revenue received under Measure X funds. On April 27, 2021, the Community Advisory Board's bylaws were revised to allow for use of the initial recruitment pool through September 30, 2021 and to provide greater detail regarding the process for subsequent appointments of Supervisorial and At-Large Members and Alternates. The District IV Seat 1 on the Community Advisory Board is currently vacant, and the vacancy needs to be announced in order to begin the recruitment process to fill the seat.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Lauren Hull, (925) 655-2007

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

A new appointment to the District IV Seat 1 on the Measure X Community Advisory Board would be unable to be made.



**Contra
Costa
County**

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: February 1, 2022

Subject: Appoint Bill Sullivan to the District IV Seat on the Iron Horse Corridor Management Advisory Committee

RECOMMENDATION(S):

Appoint Bill Sullivan to the District IV Seat on the Iron Horse Corridor Management Advisory Committee, with a four year term expiring on January 1, 2023, as recommended by Supervisor Mitchoff.

Bill Sullivan
Concord, CA

FISCAL IMPACT:

No fiscal impact

BACKGROUND:

The Iron Horse Corridor Management Advisory Committee was authorized by the Board of Supervisors on July 22, 1997. It was established to assist Contra Costa County in developing a management program for the Iron Horse Corridor. In October of 2000, the Board expanded the Advisory Committee's role to continue implementation and monitoring of the Landscape Element of the Management Program and to assist in completion of the Joint Use Criteria and Standards, Public Information, and Finance elements of the Management program.

Advisory Committee seats

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Lia Bristol, (925) 521-7100

By: , Deputy

cc:

BACKGROUND: (CONT'D)

include one representative from each jurisdiction or unincorporated community along the corridor, a District III seat, a District IV seat, and a seat for the East Bay Regional Park District.

CONSEQUENCE OF NEGATIVE ACTION:

There will be a vacancy on the Iron Horse Corridor Management Advisory Committee.



**Contra
Costa
County**

To: Board of Supervisors
From: Ellen McDonnell, Interim Public Defender
Date: February 1, 2022

Subject: Appropriation Adjustment for FY21-22 for the AB 145 Resentencing Pilot Program

RECOMMENDATION(S):

APPROVE Appropriation and Revenue Adjustment No. 5028 authorizing new revenue in the amount of \$750,000 in the Public Defender's Office, for the Resentencing Pilot Program, awarded by the California Board of State and Community Corrections.

FISCAL IMPACT:

This action will provide revenue to fund the Resentencing Pilot Program in Contra Costa County. This program is 100% funded by the state.

BACKGROUND:

In accordance with Assembly Bill 128, The Contra Costa County District Attorney and Public Defender's Offices will cumulatively receive \$2,050,000 for its participation in the 3-year California County Resentencing Pilot Program (CCRPP). The CCRPP is a collaborative approach to further prosecutor initiated resentencing efforts for those incarcerated in California's state prisons. The County Resentencing Program requirements are set forth in Penal Code section 1170.01, which was added by Assembly Bill 145.

Funding appropriated through the State of California Board of State and Community Corrections will ensure that public defenders, district attorneys, and community-based organizations

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Joanne Sanchez 925-335-8065

By: , Deputy

cc:

BACKGROUND: (CONT'D)

are able to work together to safely release people serving unjust and excessive prison sentences, and to assist them with reentering the community. The District Attorney will exercise its discretion under PC 1170(d)(1), and evaluate the collaborative approach to conducting Prosecutor-Initiated Resentencing. They will add one (1) Deputy District Attorney-Basic and one (1) Legal Assistant to perform these new functions. The Public Defender's Office will ensure the representation and support of incarcerated persons under consideration for resentencing, and provide input to reentry and release plans to the District Attorney's Office. They will add one (1) Deputy Public Defender-Fixed Term and temporarily employ a Law Clerk III to perform the duties related to these functions. The community-based organizations will help individuals re-enter the community with support services.

The District Attorney's Office will receive a majority of the funding, \$1,050,000 in total to fund the office's participation in the pilot. The Public Defender's Office will receive \$750,000, and a local community-based organization will receive \$250,000 over the course of the program.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, appropriations and revenues will not be properly reflected in the budget.

ATTACHMENTS

Appropriation Adjustment 5028

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT/
ALLOCATION ADJUSTMENT
TC/24

AUDITOR-CONTROLLER USE ONLY:

FINAL APPROVAL NEEDED BY:

☒ BOARD OF SUPERVISORS

☐ COUNTY ADMINISTRATOR

☐ AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: 0243		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
2909	9966	BSCC Resentencing Pilot Program	750,000.00	
TOTALS			750,000.00	0.00

APPROVED

AUDITOR – CONTROLLER

By: [Signature] Date 12/6/21

COUNTY ADMINISTRATOR

By: [Signature] Date 1-26-22

BOARD OF SUPERVISORS

YES:

NO:

By: _____ Date _____

EXPLANATION OF REQUEST

State funds (administered by BSCC) for implementation of a new Resencing Pilot Program to be used over 3-year period. I submitted an Allocation Adjustment for FY 21-22 salary expenditures: January-June.

PREPARED BY: Joanne Sanchez
TITLE: Administrative Services Officer
DATE: 12/6/2021

REVENUE ADJ.
JOURNAL NO.

RAOO 5028

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT/
ALLOCATION ADJUSTMENT
T/C-27

AUDITOR-CONTROLLER USE ONLY:
FINAL APPROVAL NEEDED BY:

- ☒ BOARD OF SUPERVISORS
☐ COUNTY ADMINISTRATOR
☐ AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: 0243		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
2909	1011	Salary & Benefits for 1 DPD Fixed Term Employee		550,000.00
2909	1013	Salary for 1 Law Clerk III		200,000.00
			0.00	750,000.00

APPROVED

AUDITOR – CONTROLLER

By: [Signature]

Date 1-26-22

COUNTY ADMINISTRATOR

By: [Signature]

Date 1-26-22

BOARD OF SUPERVISORS

YES:

NO:

By: _____ Date _____

EXPLANATION OF REQUEST

PD received State funds (administered through BSCC). in the amount of \$750,000 to admimister a new Resentencing Pilot Program.

PREPARED BY: Joanne Sanchez
TITLE: Administrative Services Officer
DATE: 12/6/21

APPROPRIATION
ADJ. JOURNAL NO.

APOO 5028



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 1, 2022

Subject: State Audit Finding on 2016-2020 Distribution of Court Revenues

RECOMMENDATION(S):

ADOPT Appropriations and Revenue Adjustment No. 005029 approving the transfer of funds in the amount of \$1,280,968 from the General Fund Reserve for Audit/Litigation to Trial Court Programs to repay the State Trial Court Improvement and Modernization Fund amounts that were underremitted by the County due to errors in the revenue distribution formulas used during fiscal years 2016/17 through 2019/20.

FISCAL IMPACT:

The recommended action will result in a General Fund cost of \$1,280,968. The County will also be assessed an interest penalty, which has yet to be determined by the State Controller. Prompt payment of under-remittances or amounts in dispute will minimize any penalties or interest charges.

BACKGROUND:

Government Code section 77205c provides that in any year in which a county collects fee, fine, and forfeiture revenue for deposit into the county general fund pursuant to [Sections 1463.001](#) and [1464 of the Penal Code](#), [Sections 42007](#), [42007.1](#), and [42008 of the Vehicle Code](#), and [Sections 27361](#) and [76000](#) of, and [subdivision \(f\) of Section 29550 of the Government Code](#) that would have been deposited into the General Fund pursuant to these sections as they read on December 31, 1997, and pursuant to [Section 1463.07 of the Penal Code](#), and that exceeds the amount specified in [paragraph \(2\) of subdivision \(b\) of Section 77201](#) for the 1997-98 fiscal year, and [paragraph \(2\) of subdivision \(b\) of Section 77201.1](#) for the 1998-99 fiscal year, and thereafter, the excess amount shall be divided between the county or city and county and the state, with 50 percent of the excess transferred to the state for deposit in the State Trial Court Improvement and Modernization Fund and 50 percent of the excess deposited into the county general fund.

The State Controller's Office audited Contra Costa County's court revenues for the period of July 1, 2016 through June 30, 2020. The audit disclosed that the County underremitted \$1,280,968 in court revenues to the State Treasurer because it failed to recognize Traffic Violator School (TVS) revenues distributed to the Emergency Medical Services Fund (GC section 76104), Maddy Emergency Medical Services Fund (GC section 76000.5), and City base fines (VC section 42007[c]) as qualifying revenues for the 50/50 split of excess fines and forfeitures earned of the statutory base year.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Julie DiMaggio Enea
925.655.2056

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The County Administrator and Auditor-Controller intend to dispute, along with Los Angeles and Kern Counties, the State's findings, but have made the appropriate corrections to the revenue distribution formulas to avoid repetition of the findings. Today's action will enable the Auditor-Controller to remit the delinquent amounts to the State and forego any additional interest penalties.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to repay amounts owed to the State Court Facilities Construction Fund will result in increased financial penalties to the County and the Superior Court.

ATTACHMENTS

TC24/27_AP005029

**CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT/
ALLOCATION ADJUSTMENT
TC/24**

AUDITOR-CONTROLLER USE ONLY:	
FINAL APPROVAL NEEDED BY:	
<input checked="" type="checkbox"/>	BOARD OF SUPERVISORS
<input type="checkbox"/>	COUNTY ADMINISTRATOR
<input type="checkbox"/>	AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: 0202 Trial Court Programs/0005 Gen'l Revenue		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
0005	8981	Fund Balance Available	1,280,968.00	
TOTALS			1,280,968.00	0.00

<p style="text-align: center;">APPROVED</p> <p>AUDITOR – CONTROLLER</p> <p>By: <u>[Signature]</u> Date <u>1/24/22</u></p> <p>COUNTY ADMINISTRATOR</p> <p>By: <u>Julie Enea</u> Date <u>1/20/2022</u></p> <p>BOARD OF SUPERVISORS</p> <p>YES:</p> <p>NO:</p> <p>By: _____ Date _____</p>	<p>EXPLANATION OF REQUEST</p> <p>To appropriate funds from the General Fund Reserve for Audit/Litigation to repay the State Trial Court Improvement and Modernization Fund amounts that were underremitted by the County due to errors in the 50/50 split calculations for FYs 2016/17 through 2019/20.</p> <p>PREPARED BY: <u>Julie Enea</u> TITLE: <u>Senior Deputy County Administrator</u> DATE: <u>1/20/22</u></p> <p style="text-align: right;">REVENUE ADJ. JOURNAL NO. RAOO <u>5029</u></p>
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CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT/
ALLOCATION ADJUSTMENT
T/C-27

AUDITOR-CONTROLLER USE ONLY:
FINAL APPROVAL NEEDED BY:

- ☒ BOARD OF SUPERVISORS
☐ COUNTY ADMINISTRATOR
☐ AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: 0202 Trial Court Programs		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
2124	3580	Contribution to Other Agencies		1,280,968.00
0990	6301	Reserve for Contingencies	1,280,968.00	
0990	6301	Appropriable New Revenue		1,280,968.00
			1,280,968.00	2,561,936.00

APPROVED

AUDITOR – CONTROLLER

By: [Signature] Date 1/26/22

COUNTY ADMINISTRATOR

By: Julie Enea Date 1/20/2022

BOARD OF SUPERVISORS

YES:

NO:

By: _____ Date _____

EXPLANATION OF REQUEST

To appropriate funds from the General Fund Reserve for Audit/Litigation to repay the State Trial Court Improvement and Modernization Fund amounts that were underremitted by the County due to errors in the 50/50 split calculations for FYs 2016/17 through 2019/20.

PREPARED BY: Julie Enea
TITLE: Senior Deputy County Administrator
DATE: 1/20/2022

APPROPRIATION APOO 5029
ADJ. JOURNAL NO.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Transition One Medical Social Worker-Project Position into the Merit System in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No.25848 to transition one Medical Social Worker-Project (X4V2) (represented) position #14945 and incumbent at salary plan and grade level 255-1590 (\$6,764-\$8,222) into the Merit System classification of Medical Social Worker II (X4VH) (represented) at salary plan and grade 255-1590 (\$6,764-\$8,222) in the Health Services Department.

FISCAL IMPACT:

There is no increased cost associated with this action. (Cost Neutral)

BACKGROUND:

The Health Services Department is requesting to transition one Medical Social Worker-Project position #14945 and its incumbent into the Merit System classification of Medical Social Worker II. The incumbent has met the provisions for the transition from project to the merit system in accordance with PMR Section 1603.1 - Transfer of Project Positions. Section 1603.1 of the Personnel Management Regulations states that when the Board of Supervisors establishes as regular service a program initially established by the Board for a specific limited period as part of

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Sabrina Pearson, (925) 957-5240

By: , Deputy

cc: Sylvia Wong-Tam

BACKGROUND: (CONT'D)

an approved project, employees who have served in Project positions for at least one (1) year shall be included in the merit system if the Director of Human Resources recommends such inclusion, the Board of Supervisor approves the classification and its addition to the merit system.

The incumbent of position #14945 was appointed on June 6, 2016, from an eligible list on an open competitive basis and has served more than one (1) year in that classification. This position is currently providing medical case management for HIV-positive County residents through the Ryan White Medical Case Management program. Responsibilities include connecting participants to HIV medical care and preventing spread. Additionally, Medical Social Workers coordinate on behalf of participants for essential resources, including food vouchers, utilities, and housing. The Alameda and Contra Costa planning council consistently ranks Medical Case Management as the #1 or #2 priority service, which means it would be the last service to cut during a financial crisis (after medical care). Funding has been stable for many years, including this project position.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the incumbent of position #14945 will not receive the benefits of being a Merit System employee.

ATTACHMENTS

P300 No. 25848 HSD

POSITION ADJUSTMENT REQUEST

NO. 25848
DATE 11/24/2021

Department Health Services

Department No./

Budget Unit No. 0450 Org No. 5838 Agency No. A18

Action Requested: Transition one Medical Social Worker- Project position #14945 and incumbent into the Merit System in Health Services Department.

Proposed Effective Date: 12/08/2021

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 (Ryan White Part A Federal)

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

Sabrina Pearson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

11/24/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/2/21

Transition one Medical Social Worker-Project position #14945 and incumbent into the Merit System in the Health Services Department.

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

Effective: ☒ Day following Board Action.

☐ ____ (Date)

Alycia Leach

12/2/21

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/26/2022

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other:

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE ____

BY ____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: February 1, 2022

Subject: Cancel one Information Systems Assistant II Position and Add 1 Clerk-Experienced Level Position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25884 to cancel one (1) Information Systems Assistant II (LTVH) position #7933 at salary plan and grade 3R5-1005 (\$3,665 - \$4,455) and add one (1) Clerk-Experienced Level (JWXB) position at salary plan and grade 3RH-0750 (\$3,401 - \$4,220) in Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost savings of approximately \$4,286, with \$1,662 in pension costs already included. (100% Hospital Enterprise Fund I)

BACKGROUND:

The incumbent of Information Systems Assistant II position #7933 retired in August 2021. The function of this position has evolved over time, but most recently, responsibilities included delivering timesheets to Summit and Payroll, ordering, and maintaining office supplies, acting as the Building Warden at 2400 Bisso Lane, ensuring there is gas in County owned vans, picking up newly ordered cell phones from Summit and transporting to Bisso for preparation for deployment, and a number of clerical duties within the HSIT department. In order to properly classify the position, and in an effort to fill it more easily, the department is requesting to convert their position from an ISA II to a Clerk-Experienced Level.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Lauren Ludwig, (925) 957-5269

By: , Deputy

cc: Kathi Caudel, Kathy Sitton, Lisa Santini, Linh Huynh, Lauren Ludwig

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, this position will not be appropriately classified based on the duties performed; in addition, it will cause added difficulty and time when attempting to fill the vacancy.

ATTACHMENTS

P300 No. 25884 HSD

POSITION ADJUSTMENT REQUEST

NO. 25884
DATE 11/18/2021

Department Health Services

Department No./
Budget Unit No. 0540 Org No. 6555 Agency No. A18

Action Requested: Cancel one (1) vacant Information Systems Assistant II (LTVH) position #7933 at salary plan and grade 3R5-1005 (\$3,665 - \$4,455) and add one (1) Clerk-Experience Level (JWXC) position at salary plan and grade 3RH-0750 (\$3,401 - \$4,220) in Health Services Department. (Represented)

Proposed Effective Date: 2/2/2022

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 (\$4,285.92)

Net County Cost (\$4,285.92)

Total this FY (\$2,142.96)

N.C.C. this FY (\$2,142.96)

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings - Hospital Enterprise Fund I

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

Lauren Ludwig

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus

1/24/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

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

Effective: ☐ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/26/2022

☐ 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 ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: February 1, 2022

Subject: Add one Materiel Manager position and cancel one Materiel Manager - Project position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25885 to add one (1) Materiel Manager position (VCGA) at salary plan and grade ZA5-1604 (\$6,632 - \$8,061) and cancel one (1) Materiel Manager – Project position #18209 (VCG1) at salary plan and grade ZA5-1604 (\$6,632 - \$8,061) in the Health Services Department. (Represented)

FISCAL IMPACT:

This request is cost neutral, and the position is fully funded by Hospital Enterprise Fund I revenues.

BACKGROUND:

The Health Services Department is requesting to add one Materiel Manager merit position to replace the existing Materiel Manager – Project position. The recruitment for the project position was announced in October with the application filing period extended on a continuous basis. The department has continued to experience challenges with filling the position due to its project nature and believes the merit system position will attract qualified candidates. Due to this vacancy, the department is lacking experienced materiel management leadership with knowledge on how to address the day-to-day challenges in acquiring the proper supplies for the best price for the Contra Costa Regional Medical Center.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Sondisa Obie, 925-951-3547

By: , Deputy

cc: David Runt, Sondisa Obie, Jo-Anne Linares

CONSEQUENCE OF NEGATIVE ACTION:

There will continue to be difficulty in filling the vacancy for this position, resulting in a lack of experienced leadership and a qualified individual capable of acquiring the proper supplies for the best price in the department.

ATTACHMENTS

P300 No. 25885 HSD

POSITION ADJUSTMENT REQUEST

NO. 25885
DATE 12/14/2021

Department Health Services

Department No./
Budget Unit No. 0450 Org No. 5822 Agency No. A18

Action Requested: Add one (1) Materiel Manager position and cancel one (1) Materiel Manager - Project position #18209 in the Health Services Department

Proposed Effective Date: 2/2/2022

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 Cost neutral, 100% Hospital Enterprise Fund I

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

Sondisa Obie

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

1/24/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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

Effective: ☐ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/26/2022

☐ 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 ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: February 1, 2022

Subject: Cancel One Vacant Community Health Worker I Position & Add One Mental Health Community Support Worker I (Flagged Spanish) Position in Health Services

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No.25886 to cancel one (1) Community Health Worker I (VKWC) position #17633 at salary plan and grade TC5-0933 (\$3,413 - \$3,763) and add one (1) Mental Health Community Support Worker I (VQWE) position at salary plan and grade TC5-0875 (\$3,223 - \$3,917) in the Behavioral Health division of the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost of approximately \$2,814, with pension costs of \$1,091 already included. (100% funded by Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) and American Rescue Plan Act (ARPA))

BACKGROUND:

Alcohol and Other Drugs Services (AODS) is requesting to cancel one (1) vacant Permanent Full-Time Community Health Worker I (VKWC) position #17633 and add one (1) Permanent Full-Time Spanish speaking Mental Health Community Support Worker I (VQWE) position. The Behavioral Health Access Line provides Substance Use Disorder (SUD) screenings for treatment and referral information to the general public and

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Lauren Jimenez, (925) 957-5262

By: , Deputy

cc: Faye Ny, Kathi Caudel, Esther Mejia, Lauren Jimenez, Fatima Matal Sol

BACKGROUND: (CONT'D)

on a limited basis, provides referrals to Substance Use Disorder (SUD) prevention programs. Since The Behavioral Health Access Line does not provide referrals to Substance Use Disorder prevention programs on a regular basis, Alcohol and Other Drugs Services is in need of a Mental Health Community Support Worker I (VQWE) position to provide system navigation, support, provide resources and information, and conduct community outreach in Spanish to parents, guardians, teachers, and caregivers of children and youth who have a Substance Use Disorder.

Due to the COVID-19 Pandemic, stress, uncertainty, isolation, changes at home, school, and environment have exponentially increased the risk factors that contribute to substance use in children and youth. In addition, the Department of Health Care Services (DHCS) statistical reports determined that Spanish is the threshold language in Contra Costa County; therefore, adding a Spanish speaking position to work in Alcohol and Other Drugs Services will help increase penetration rates, eliminate potential language barriers, and improve services and efficiencies in AODS.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, there will be limited Spanish speaking representatives available to the community to inform parents, guardians, and caregivers of children and youth who are in need of referrals to SUD prevention programs, and may result in the department forfeiting grant funds received by the State.

ATTACHMENTS

P300 No. 25886 HSD

POSITION ADJUSTMENT REQUEST

NO. 25886
DATE 1/5/2021

Department Health Services Department

Department No./

Budget Unit No. 0466 Org No. 5938 Agency No. A18

Action Requested: Cancel One (1) Vacant PFT Community Health Worker I (VKWC) Position #17633 and Add One (1) PFT Mental Health Community Support Worker I (VQWE) Position in the Behavioral Health Division of the Health Services Department. (Represented)

Proposed Effective Date: 2/2/2022

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 \$2,814.00

Net County Cost \$0.00

Total this FY \$938.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% funded by CRRSAA & ARPA Grant

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Lauren Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

1/24/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

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

Effective: ☐ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/26/2022

☐ 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 ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 1, 2022

Subject: Add a Social Services Program Assistant (X0SA) position and cancel a Social Services Employment Placement Counselor (X7WB) position

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25876 to add one (1) Social Services Program Assistant (X0SA) (represented) position at Salary Plan and Grade 255 1384 (\$5,333.26 - \$6,482.61) and cancel one (1) Social Services Employment Placement Counselor (X7WB) (represented) position at Salary Plan and Grade 255 1434 (\$5,592.85 - \$6,798.14) position #15839 in the Workforce Services Bureau of the Employment and Human Services Department (EHSD).

FISCAL IMPACT:

Upon approval of this action, the total cost adjustment of salary and benefits will decrease by \$2,748 this fiscal year. This position is for the Workforce Services Bureau position with funding sources of 100% Federal/State single allocation.

BACKGROUND:

The Employment and Human Services Department (EHSD) is requesting to cancel one (1) Social Services Employment Placement Counselor position and add one (1) Social Services Program Assistant position. In order to facilitate continuous improvement of county CalWORKs programs, the California Department of Social Services

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Marcie Clark (925) 608-5022

By: , Deputy

cc: Sylvia WongTam, Marcie Clark

BACKGROUND: (CONT'D)

(CDSS) recently implemented a CalWORKs Outcomes and Accountability Review (Cal-OAR) process consisting of a local, data-driven program management system designed to collect, analyze, and disseminate outcomes at both the county and state levels. There are three core Cal-OAR components: performance indicators, a county CalWORKs self-assessment (Cal-CSA), and a CalWORKs system improvement plan (Cal-SIP). The Cal-OAR continuous quality improvement (Cal-CQI) process (which includes the Cal-CSA and Cal-SIP) will take place over three-year cycles. The first Cal-OAR cycle (phase zero and phase one) have been implemented and the STEP-UP/WPR Quality Assurance Unit will need to begin ramping up in preparation for implementation of Phase Two performance measures. This phase is critical due to the impact that quality control and data entry will have on each county's performance. The Social Services Program Assistant position will be critical during the implementation of Cal-OAR (CalWORKs/WTW Outcomes and Accountability Review) which facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to convert and fill this Social Services Program Assistant position compromises our ability to comply with state mandated monitoring and review of the E2Lite/RADEP cases utilized to determine our work participation rate in the Welfare-to-Work (WTW).

CHILDREN'S IMPACT STATEMENT:

This action of adding a Social Services Program Assistant to support the review of the E2Lite/RADEP cases will support one of the five Contra Costa County's community outcomes: Outcome 3- Families that are Economically Self-Sufficient.

ATTACHMENTS

AIR 48055 P300 25876 Add and Cancel

POSITION ADJUSTMENT REQUEST

NO. 25876
DATE 12/22/2021

Department Employment and Human Services Department No./
Budget Unit No. 0501 Org No. 5450 Agency No. 19

Action Requested: Add one (1) Social Services Program Assistant (X0SA) (represented) full time position at Salary Plan and Grade 255 1384 (\$5,333.26 - \$6482.61) and cancel (1) Social Services Employment Placement Counselor (X7WB) (represented) full time position at Salary Plan and Grade 255 1434 (\$5,592.85 - \$6798.14) position #15839

Proposed Effective Date: 2/1/2022

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 \$56,472.00

Net County Cost \$0.00

Total this FY \$56,472.00

N.C.C. this FY 0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Federal/State single allocation

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

Marcie Clark

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Lara DeLaney

1/7/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/19/2022

Add one (1) Social Services Program Assistant (X0SA) (represented) position at Salary Plan and Grade 255 1384 (\$5,333.26 - \$6,482.61) and cancel (1) Social Services Employment Placement Counselor (X7WB) (represented) position at Salary Plan and Grade 255 1434 (\$5,592.85 - \$6,798.14) position #15839

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

Gladys ScottReid

1/19/2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/19/2022

No. xxxxx

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

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

USE ADDITIONAL PAPER IF NECESSARY

**Contra
Costa
County**



To: Board of Supervisors
From: Anna Roth, Health Services
Date: February 1, 2022

Subject: Add 73 Positions in Varied Classifications in the Behavioral Health Division within the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25887 to add 73 positions: One (1) PFT Mental Health Program Chief (VQDN) at salary plan and grade ZA5-2029 (\$10,103 - \$12,280), One (1) PFT Mental Health Program Manager (VQDC) at salary plan and grade ZA5-1844 (\$8,412 - \$10,224), One (1) PFT Mental Health Project Manager (VQSE) at salary plan and grade ZA5-1799 (\$8,045 - \$9,779), One (1) PFT Secretary - Advanced Level (J3TG) at salary plan and grade 3R2-1163 (\$4,416 - \$5,652), One (1) PFT Departmental Human Resources Analyst II (ARTA) at salary plan and grade B85-1631 (\$7,079 - \$9,487), One (1) PFT Health Services Systems Analyst II (LBVC) at salary plan and grade ZB5-1784 (\$7,926 - \$10,622), One (1) PFT Planner and Evaluator - Level B (VCXD) at salary plan and grade ZB2-1323 (\$5,174 - \$8,477), Twenty-Six (26) PFT Mental Health Clinical Specialist (VQSB) at salary plan and grade TC2-1384 (\$5,496 - \$8,158), Eighteen (18) PPT (20/40) Mental Health Clinical Specialist (VQSB) at salary plan and grade TC2-1384 (\$5,496 - \$8,158), Four (4) PFT Substance Abuse Counselor (VHVC) at salary plan and grade TC5-1436 (\$5,616 - \$6,826), and Eighteen (18) PFT Mental Health Community Support Worker II (VQVB) at salary plan and grade TC5-0968 (\$3,533 - \$4,295) in the Behavioral Health Division within the Health Services Department. (Unrepresented and Represented)

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Lauren Jimenez, (925) 957-5262

By: , Deputy

cc: Lauren Jimenez, Stacey Tupper, Kathi Caudel, Esther Mejia, Faye Ny

FISCAL IMPACT:

Upon approval, this action will result in an annual cost of approximately \$9,639,567, with pension costs of \$3,738,224 already included. (100% funded by Measure X Expenditure Plan)

BACKGROUND:

On 11-16-21, the Board of Supervisors approved the Measure X expenditure plan, to include funds for the A3 Contra Costa Community Crisis Initiative. A component of the initiative is the Miles Hall Community Crisis Call Center, which will provide an alternative site for County residents experiencing behavioral health crises associated with mental health, substance use, and/or co-occurring conditions, and will expand the County's capacity to provide crisis-level care as a diversion to Psychiatric Emergency Services (PES), Contra Costa County Regional Medical Center (CCRMC) in-patient services, and the emergency departments of our local hospitals. As an urgent behavioral health care center, the Miles Hall Center will help ensure residents receive appropriate and timely access to health care and support to meet their urgent behavioral health needs in Contra Costa County for Anyone, Anywhere, Anytime (A3). This will also reduce the demand on other local government services such as law enforcement, emergency medical services, and 911 dispatch centers. The Health Services department is requesting to add seventy-three (73) positions in the Behavioral Health Division. To staff these services, the following positions are being requested:

One (1) Permanent Full-Time Mental Health Program Chief (VQDN)
One (1) Permanent Full-Time Mental Health Program Manager (VQDC)
One (1) Permanent Full-Time Mental Health Project Manager (VQSE)
One (1) Permanent Full-Time Health Services Systems Analyst II (LBVC)
One (1) Permanent Full-Time Planner and Evaluator - Level B (VCXD)
One (1) Permanent Full-Time Departmental Human Resources Analyst II (ARTA)
One (1) Permanent Full-Time Secretary - Advanced Level (J3TG)
Twenty-Six (26) Permanent Full-Time Mental Health Clinical Specialist (VQSB)
Eighteen (18) Permanent Part-Time (20/40) Mental Health Clinical Specialist (VQSB)
Four (4) Permanent Full-Time Substance Abuse Counselor (VHVC)
Eighteen (18) Permanent Full-Time Mental Health Community Support Worker II (VQVB)

The Mental Health Program Chief will implement and supervise the A3 Contra Costa Community Crisis Initiative inclusive of the Call Center, Mobile Crisis Teams, and Urgent Care Crisis Hub. The Mental Health Program Manager will supervise the Level 1, 2 and 3 mobile teams and Call Center staff. The Mental Health Project Manager will assist with implementation and continued operations and provide administrative support. The Secretary-Advanced Level will provide administrative support to management. The Departmental Human Resources Analyst II will assist with ongoing recruitment and hiring of staff. The Health Services Systems Analyst II will provide technical assistance with telecommunications and interface with ccLink. The Planner and Evaluator-Level B will collect data and analysis for monitoring and reporting performance of the program components. Eleven (11) Permanent Full-Time Mental Health Clinical Specialists will staff the Call Center and receive calls from the community 24/7, screen, triage, and arrange appropriate level of intervention. Fifteen (15) Permanent Full-Time Mental Health Clinical Specialists, 18 Permanent Part-Time (20/40) Mental Health Clinical Specialists, and 18 Permanent Full-Time Mental Health Community Support Workers II will staff the regional Mobile Crisis Response Teams which provide 24/7 County-Wide community-based crisis services. Four (4) Substance Abuse Counselors will provide assessment, crisis interventions, and treatment referrals.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, residents will not receive the appropriate and timely access to health care and support. Also, there will be a lack of support to the operation of the new Crisis Call Center, which would impact the ability to provide much needed mental health services to the community.

ATTACHMENTS

P300 No. 25887 HSD

P300 No. 25887 Attachment

POSITION ADJUSTMENT REQUEST

NO. 25887
DATE 1/7/2022

Department Health Services Department

Department No./

Budget Unit No. 0467 Org No. 5912 Agency No. A18

Action Requested: Add 73 positions in varied classifications in Behavioral Health within the Health Services Department - See Attachment.

Proposed Effective Date: 2/2/2022

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 \$9,639,567.00

Net County Cost \$0.00

Total this FY \$2,409,892.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% funded by Measure X allocations

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

Lauren Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

1/24/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

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

Effective: ☐ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/27/2022

☐ 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 ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

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

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

USE ADDITIONAL PAPER IF NECESSARY

Attachment to P300 No. 25887

Class	Code	Position Hours	Total Positions	Salary Plan and Grade
Mental Health Program Chief	VQDN	One 40/40	1	ZA5-2029 (\$10,103 - \$12,280)
Mental Health Program Manager	VQDC	One 40/40	1	ZA5-1844 (\$8,412 - \$10,224)
Mental Health Project Manager	VQSE	One 40/40	1	ZA5-1799 (\$8,045 - \$9,779)
Secretary - Advanced Level	J3TG	One 40/40	1	3R2-1163 (\$4,416 - \$5,652)
Departmental Human Resources Analyst II	ARTA	One 40/40	1	B85-1631 (\$7,079 - \$9,487)
Health Services Systems Analyst II	LBVC	One 40/40	1	ZB5-1784 (\$7,926 - \$10,622)
Planner and Evaluator - Level B	VCXD	One 40/40	1	ZB2-1323 (\$5,174 - \$8,477)
Mental Health Clinical Specialist	VQSB	Twenty Six 40/40	26	TC2-1384 (\$5,496 - \$8,158)
Mental Health Clinical Specialist	VQSB	Eighteen 20/40	18	TC2-1384 (\$5,496 - \$8,158)
Substance Abuse Counselor	VHVC	Four 40/40	4	TC5-1436 (\$5,616 - \$6,826)
Mental Health Community Support Worker II	VQVB	Eighteen 40/40	18	TC5-0968 (\$3,533 - \$4,295)
TOTALS			73	



Contra
Costa
County

To: Board of Supervisors
From: Ann Elliott, Human Resources Director
Date: February 1, 2022

Subject: Retitle Leave & ACA Administrator to Leave Program Manager and reallocate on the salary schedule

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution Number 25889 to retitle the Leave and ACA Administrator to Leave Program Manager; reallocate on the salary schedule to salary plan and grade B85 1732 (\$10,147.77 - \$12,334.68); convert plan and grade B85 1732 to 5 steps instead of 6; place incumbent (employee #82844) at the new step 2 and reset anniversary date to 2/1/2023.

FISCAL IMPACT:

The total annual cost of this action would be \$3,437 and would include pension costs of \$766.

BACKGROUND:

The Leave & ACA Administrator job class was created in 2016 with two primary goals. First, department staff needed support in understanding the complexities of state and federal leave laws such as Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), and other leave compliance requirements. The second goal was to develop the County's federal reporting protocols for the newly implemented Affordable Care Act (ACA).

Since 2016 the role of the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Ann Elliott, 925-655-2147

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Leave & ACA Administrator continues to expand. The employee count is growing, and departments are seeing leave of absence rates steadily increasing. This role is responsible for developing the County leave program, forms, template communication documents and ongoing training. The leave laws are changing every year and the County program needs to be frequently updated to remain compliant. Within the last two years further complexity emerged due to state and federal COVID leave programs. Departments often require direct consultation to support them in meeting their obligations to avoid errors that could lead to litigation. Having a consistent, organized, approach provides much needed support to everyone involved.

The ACA process is now stable and requires less direct intervention while the leave challenges continue to multiply. To reflect this evolution in responsibilities, the Leave & ACA Administrator job classification will be retitled to Leave Program Manager. This new title is consistent with the ADA Program Manager classification which recently moved from Risk Management to Human Resources with similar countywide scope, complexity, and impact. The salary plan and grade for the Leave Program Manager will be reallocated to B85 1732 matching the existing plan and grade of the ADA Program Manager.

These changes are necessary to acknowledge the critical nature of this work and create an appropriate pay range for the class.

CONSEQUENCE OF NEGATIVE ACTION:

The County will have difficulty with retaining qualified staff in this position.

ATTACHMENTS

P300 25889

POSITION ADJUSTMENT REQUEST

NO. 25889
DATE 2/1/2022

Department Human Resources

Department No./
Budget Unit No. 0035 Org No. 13052 Agency No. 05

Action Requested: Retitle Leave and ACA Administrator to Leave Program Manager; reallocate on the salary schedule to plan and grade B85 1732; convert salary plan and grade B85 1732 from 6 steps to 5 steps; place incumbent employee number 82844 in new step 2 and reset anniversary date to 2/1/23.

Proposed Effective Date: 2/1/2022

Classification Questionnaire attached: Yes ☐ No ☐ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$3,437.00

Net County Cost \$0.00

Total this FY \$1,432.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Benefit Administration Fees

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Tina Pruett

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

1/25/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Retitle Leave and ACA Administrator to Leave Program Manager; reallocate on the salary schedule to plan and grade B85 1732; convert salary plan and grade B85 1732 from 6 steps to 5 steps; place incumbent employee number 82844 in new step 2 and reset anniversary date to 2/1/23

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

Effective: ☐ Day following Board Action.

☒ 2/1/2022(Date)

Tina Pruett

1/11/2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: February 1, 2022

Subject: Adopt P300 No. 25880 to increase hours of one Board of Supervisors-Assistant Specialist and cancel a vacant Board of Supervisor-Assistant Specialist

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25880 to increase the hours of one (1) Board of Supervisors Assistant-Specialist (J994) (unrepresented) position #2477 at salary plan and grade B85 1652 (\$ 6957.98 - \$8054.73) from part-time (20/40) hours to full-time (40/40) and cancel one (1) vacant part-time (20/40) hours Board of Supervisors Assistant-Specialist (J994) (unrepresented) position #14748.

FISCAL IMPACT:

Potential cost savings of \$14,129. (100% General Fund). This cost savings assumes that the vacant, part-time position to be canceled would have been filled at a future date.

BACKGROUND:

The boundaries of District II were changed during the 2021 Redistricting process resulting in the areas of Blackhawk, Diablo and Tassajara Valley being transferred from District III. District II currently has one, part-time staff member that will be assigned to cover this

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Gayle Israel, (925)957-8860

By: , Deputy

cc:

BACKGROUND: (CONT'D)

new area and an existing vacant, part-time position.

Today's action will increase the hours of the existing part-time incumbent from part-time (20/40) to full-time (40/40) and cancel the existing, vacant part-time position. This will result in budgetary cost savings since the County would not pay the potential health and dental costs of a future incumbent in the part-time position to be canceled, if it were to be filled at a future date. This action is proposed to be effective February 7, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the District II staffing plan for the new geographic area as a result of redistricting will not be implemented.

ATTACHMENTS

P300 No 25880

POSITION ADJUSTMENT REQUEST

NO. 25880
DATE 1/14/2022

Department Board of Supervisors

Department No./

Budget Unit No. 0001 Org No. 1102 Agency No. 01

Action Requested: Increase Board of Supervisors Assistant-Specialist (J994) position number 2477 from 20/40 to 40/40 and cancel Board of Supervisors Assistant-Specialist (J994) position number 14748.

Proposed Effective Date: 2/7/2022

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$14,129.00) Net County Cost (\$14,129.00)

Total this FY (\$5,887.00) N.C.C. this FY (\$5,887.00)

SOURCE OF FUNDING TO OFFSET ADJUSTMENT General Fund, one-time cost

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

Gayle Israel, Chief of Staff

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Timothy M. Ewell

1/14/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/19/2022

Increase the hours of one (1) Board of Supervisors Assistant-Specialist (J994) (unrepresented) position #2477 at salary plan and grade B85 1652 (\$6957.98 - \$8054.73) from part time (20/40) hours to full time (40/40) and cancel one (1) vacant part time (20/40) hours Board of Supervisors Assistant-Specialist (J994) position #14748.

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

Effective: ☐ Day following Board Action.

☒ 2/7/2022

Melissa Moglie

1/19/2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/27/22

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Timothy M. Ewell

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED ☐ DISAPPROVED ☐

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 9/30/2021

No. xxxxxx

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

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

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: Add one permanent Supervising Capital Facilities Project Manager position in the Public Works Department.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25882 to add one (1) permanent Supervising Capital Facilities Project Manager (NEHC) (represented) position at Salary Plan and Grade ZA5 2070 (\$10,521.09-\$12,788.45) in the Public Works Department – Capital Projects Division.

FISCAL IMPACT:

This action results in additional annual cost of \$199,662, including pension costs of approximately \$28,143, funded 100% to requesting departments (user fees).

BACKGROUND:

The Public Works Capital Projects Division currently has one Supervising Capital Facilities Project Manager responsible for the administration and oversight of Division staff and operations. The current Supervising Capital Facilities Project Manager incumbent will be retiring at the end of March 2022. Since this a critical position to maintain capital projects services delivery, it is vital to begin recruitment efforts and cross training prior to the incumbent's retirement.

It is the Public Works Department's intention to cancel the current Supervising Capital Facilities Project Manager upon the incumbent's retirement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Adrienne Todd, 925.313.2108

By: , Deputy

cc: Sylvia Wong Tam, Adrienne Todd

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Public Works Department will not have an adequately trained incumbent or staff to meet the work demands

ATTACHMENTS

P300

POSITION ADJUSTMENT REQUEST

NO. 25882
DATE 1/20/2022

Department Public Works

Department No./
Budget Unit No. 0650 Org No. 4503 Agency No. 65

Action Requested: ADOPT Position Adjustment Resolution No. 25882 to add one (1) permanent Supervising Capital Facilities Project Manager (NEHC) (represented) at Salary Plan and Grade ZA5 2070 (\$126,033-\$153,461) in the Public Works Department – Capital Projects Division.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost 199480

Net County Cost 0

Total this FY 83117

N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Various Project Funds

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

Brian M. Balbas

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

1/21/22

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 01/26/2022

Add one (1) permanent Supervising Capital Facilities Project Manager (NEHC) (represented) position in the Public Works Department – Capital Projects Division.

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

Rebecca Martinez

01/26/2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

- ☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/26/2022

No. _____

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
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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: Monica Nino, County Administrator
Date: February 1, 2022

Subject: Add One Director of Finance and Cancel One Director of Finance

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25883 to add one (1) Director of Finance – Exempt (ADB6) at salary plan and grade BD5 2566 (\$18,942 – \$26,655) and cancel one (1) Director of Finance – Exempt (ADB6) (position 13532) effective March 31, 2022.

FISCAL IMPACT:

The estimated annual County cost for the Finance Director – Exempt position overlapping by approximately six weeks is \$41,440, of which \$5,846 are pension costs. All costs are budgeted in the County Administrator's Office, General Fund.

BACKGROUND:

In late-September 2021, our current Finance Director informed the County Administrator that she would be retiring effective March 30, 2022. In an effort to allow knowledge transfer to take place, the County Administrator is requesting the temporary addition of another position of Director of Finance.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: 9256552044

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Director of Finance position will remain vacant, leaving a vulnerable management position in the County.

ATTACHMENTS

Position Adjustment Request

POSITION ADJUSTMENT REQUEST

NO. 25883
DATE 1/24/2022

Department County Administrator

Department No./
Budget Unit No. 0003 Org No. 1200 Agency No. 03

Action Requested: Add one (1) Director of Finance (ADB6) and cancel one (1) Director of Finance (ADB6) (position 13532) effective March 31, 2022.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$41,440.00

Net County Cost \$0.00

Total this FY \$41,440.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT General Fund

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

Paula Webb, Executive Assistant II

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Monica Nino, County Administrator

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
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 - ☐ a. Competitive examination(s)
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 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Nathan Johnson, Veterans Services Officer
Date: February 1, 2022

Subject: Add One Clerk - Experienced Level Position in the Veterans Service Office

RECOMMENDATION(S):

Adopt Position Adjustment No. 25888 to add one Clerk - Experienced Level (JWXB) (represented) position at salary plan and grade 3RH 0750 (\$3,401 - \$4,220) in the Veterans Service Office.

FISCAL IMPACT:

Upon approval, this action will result in an approximate annual salary and benefit cost of \$77,128, of which 26,994 is pension cost. This cost increase will be fully funded by California Department of Veterans Affairs subvention program revenues.

BACKGROUND:

Over the past few years, the Veterans Service Office (VSO) has expanded its service delivery capabilities including conducting DMV Veterans Status Verification Forms, implementing the digital-to-digital process, and implementing the Virtual Office, which have all contributed to enhancing access to the County services provided to our Veterans, dependents and survivors. Additionally, state subvention revenues and Prop 63 funding have increased over the years allowing for VSO program, staffing, and operating hours expansion. This year, the VSO began completing forms on behalf of Veterans who are eligible for the DMV Disabled Veterans License Plate, which has also created

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Nathan Johnson, (925) 313-1481

By: , Deputy

cc:

BACKGROUND: (CONT'D)

greater access to Veterans and their dependents and survivors and resulted in an increase in new benefit claims.

To ensure the appropriate staffing levels are in place to support the growing VSO and expansion of services, the County Administrator is recommending that one Clerk - Experienced Level position be added.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the VSO will not have adequate clerical staff to support its expanding services and extended hours of operation.

ATTACHMENTS

P300 No. 25888 VSO

POSITION ADJUSTMENT REQUEST

NO. 25888
DATE 1/20/2022

Department Veterans Service Office

Department No./

Budget Unit No. 0579 Org No. 0579 Agency No. 95

Action Requested: Add one Clerk - Experienced Level (JWXB) (represented) position in the Veterans Service Office.

Proposed Effective Date: 2/2/2022

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 \$77,128.00

Net County Cost \$0.00

Total this FY \$32,136.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% CA Dept. of Veterans Affairs

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Add one Clerk - Experienced Level (JWXB) (represented) position in the Veterans Service Office.

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

Tina Pruett

1/25/2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/25/2022

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

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

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

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: Lease Purchase of Real Property located at 2555 El Portal Dr., San Pablo for use by Health Services Dept. - Health, Housing & Homeless Services Div.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a five-year lease purchase agreement with Clarence Perry, LLC, for the real property located at 2555 El Portal Drive, in San Pablo for use by the Health Services Department – Health, Housing and Homeless Services Division to provide an estimated 54 micro housing units to persons experiencing, or at risk of experiencing, homelessness, at an initial rent of \$1,036,800 for the first year, with annual increases thereafter, subject to approval by the County Administrator and approval as to form by County Counsel.

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a purchase and sale agreement with Clarence Perry, LLC, to purchase the property at an expected purchase price of approximately \$19,100,000 during the term of the lease or when the lease expires, subject to approval by the County Administrator and approval as to form by County Counsel.

FISCAL IMPACT:

The ongoing operating and service costs are covered by a grant of \$1,064,712 per year from the U.S. Department of Housing and Urban Development (HUD). The purchase of the Property is expected to be funded primarily by a grant from Round 3 of the State's Homekey program or an anticipated federal grant program for projects that increase the number of supportive housing units for persons experiencing, or at risk of experiencing, homelessness.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

Contact: Lavonna Martin, Health Services (925) 957-2671; Julin Perez, Real Property (925) 957-2460

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

ATTESTED: February 1, 2022

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

By: , Deputy

cc: Auditor Controller

BACKGROUND:

Supportive Housing

This project will result in the renovation of a currently unused building in San Pablo to create fifty-four “micro housing” units. The housing units will be used as permanent supportive housing for qualified households experiencing, or at risk of experiencing, homelessness. Each unit will consist of approximately 350 square feet and will be equipped with a bathroom and a kitchenette.

Health Services intends to allocate the proceeds of a grant from HUD in the amount of \$1,064,712 to the Contra Costa County Continuum of Care Program to provide permanent supportive housing and support services at the site. The HUD grant is expected to be renewed annually. The target population of the facility is individuals experiencing homelessness who are deemed to be high utilizers of multiple public support systems.

Discretionary Approvals Granted

The proposed project was granted all necessary discretionary land use and permit approvals by the City of San Pablo. The building and the landscaping will be renovated to create a livable community that comports with the surrounding neighborhood.

Lease Purchase Structure

The project is structured as a 5-year lease with purchase. The timing of the purchase is at the County’s election and can occur at any time during the term of the lease or when the lease expires. The purchase price will depend on when the purchase occurs and will be affected by changes in the Consumer Price Index (CPI). If the property is purchased when the renovation is complete and before the lease begins, the purchase price will be approximately \$19.1 million. If the purchase occurs during the term of the lease, the purchase price will increase gradually with the passage of time. If the purchase occurs at the end of the lease term, the purchase price will be approximately \$21.75 million, assuming a CPI increase of 3% each year.

The renovations needed to convert the existing office building to micro housing will be completed by the current building owner as tenant improvements. The renovations are expected to take approximately 18 months to complete. If the County does not purchase the property before or immediately upon the completion of the renovation, the five-year lease term will begin when the renovation is complete and possession is delivered to the County. During the first year of the lease, the rent will be approximately \$1,036,800. Rent will increase each year during the lease term.

The County’s purchase of the property will allow the site to remain available for permanent supportive housing for individuals experiencing, or at risk of experiencing, homelessness. Staff intends to apply for a grant from the State’s Homekey program in Round 3, when the timing of the expected completion of the renovation will correspond with Homekey completion requirements. The State has announced that Round 3 of the Homekey program will be open in September 2022. A recently announced federal program to provide funding to increase housing for the homeless will also be considered.

To ensure that the Recorder’s Office will record the grant deed once the County purchases the property, a board order requesting authority to accept the grant deed will be submitted to the Board when the timing of the purchase is known.

CONSEQUENCE OF NEGATIVE ACTION:

The ability of the Contra Costa County Continuum of Care Program to provide permanent supportive housing and support services for high utilizers of multiple public support systems could be delayed and could result in higher costs.



Contra
Costa
County

To: Board of Supervisors
From: Alison McKee, County Librarian
Date: February 1, 2022

Subject: Approve and Authorize the Librarian, or Designee, to apply for and accept a grant in the amount of \$500 from the Delta Blues Festival.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$500 from the Delta Blues Festival to provide funding for a speaker event at the Antioch Library for the period March 1, 2022 through July 1 2023.

FISCAL IMPACT:

No Library Fund match.

BACKGROUND:

The Antioch library will utilize the funding to celebrate Black Music Appreciation Month in June of 2022 (decreed by President Jimmy Carter in 1979). The intended audience for the proposed program will be youth ages 5-18 and will be presented by Dr. Terence Elliott, Ed.D, Professor of Music, Hip Hop and Popular Studies at Diablo Valley College. His presentation, entitled the Healing Power of Music, will be interactive and allow the youth attendees to join a Drum Circle and participate in the power of rhythms in a transformational change toward empowerment. Should the Library not be able to provide in-person programming in June, Dr. Elliott will present the History of Black Music in song and lecture with his band--Nymani Music. This alternate presentation would be provided via Zoom.

Dr. Elliott ("Doc") has worked as an educator for forty years. "Doc" is an accomplished pianist, composer, and producer, and he has performed and recorded on numerous projects throughout the Bay Area and all over the world. He is uniquely qualified to present a high caliber and educational program for the youth of Antioch.

Not only will this program celebrate the influence of Black and African American influences on current music, it will also be a step towards understanding and the appreciation of our diverse community and society. In a June 2020 statement our County Librarian said: "Contra Costa County Library stands against all forms of racism and hatred. Our mission is to bring people and ideas together. We do this by providing equal access to information and opportunities. As our country works to overcome systemic racism, violence toward Black Americans and inequity, we believe and affirm that libraries are essential partners in that effort." A program of the nature we have proposed will be a positive step in creating a more equitable environment.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Walt Beveridge 925-608-7730

By: , Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: February 1, 2022

Subject: Applying for and Accepting the Gun Violence Reduction Program Grants for FY21/22, FY22/23, FY23/24

RECOMMENDATION(S):

APPROVE clarification of Board action of November 23, 2021, Item C.21, which approved and authorized the Sheriff-Coroner, or designee, to apply for and accept a grant from the California Department of Justice, Office of the Attorney General Gun Violence Reduction Program (DOJ-GVRP-2021-22-1), to change the initial amount from \$1,090,494 to \$332,205 for Fiscal Years 2021-2024 to fund proactive enforcement of unauthorized possession of firearms and ammunition, with no change to the period beginning July 1, 2021 through the end of the grant period.

FISCAL IMPACT:

Initial revenue of \$332,205 for FY 2021-22, FY 2022-23, FY 2023-24 to support one full-time detective assigned to Office of the Sheriff Investigations Division and to support training and other personnel costs associated with the investigation of possession of firearms and ammunition by prohibited individuals. No matching County Funds. 100% State Funded.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Chrystine Robbins, 925-655-0008

By: , Deputy

cc:

BACKGROUND:

The California Department of Justice, Office of the Attorney General has identified funding to assist Law Enforcement Agencies to expand their efforts in activities related to seizing weapons and ammunition from individuals prohibited from possessing them. Funding from this grant will enable the Office of the Sheriff to emphasize investigations of members of the community that have been identified as APPS (Armed Prohibited Persons System) subjects, resulting in the successful confiscation of firearms from prohibited persons. The ability to conduct focused operations on armed prohibited persons will further remove illegally possessed firearms from our community.

CONSEQUENCE OF NEGATIVE ACTION:

If the action is not approved by the Board of Supervisors, the Office of the Sheriff will not receive the State funds for additional proactive enforcement of unauthorized possession of firearms and ammunition by prohibited individuals.

ATTACHMENTS

Resolution 2022/29

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

Adopted this Resolution on 02/01/2022 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2022/29

IN THE MATTER OF: Applying for and accepting a grant from the the California Department of Justice, Office of the Attorney General for the Gun Violence Reduction Program (DOJ-GVRP-2021-22-1), entering into a contract with the State and any future amendments to the contract, if any, for the purpose of additional funding.

WHEREAS, The Contra Costa County Office of the Sheriff desires to undertake a certain project designated as the Gun Violence Reduction Program for FY2021-22, FY2022-23, and FY 2023-24 to be funded from the funds made available through the California Department of Justice, Office of the Attorney General.

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner, Undersheriff, or the Sheriff's Commander of 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 provided by the California Department of Justice, Office of the Attorney General.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Justice, Office of the Attorney General disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures by this body.

BE IT ALSO AGREED that this grant is not subject to local hiring freezes.

I hereby certify that this 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: Chrystine Robbins, 925-655-0008

ATTESTED: February 1, 2022

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: February 1, 2022

Subject: Standard Agreement (Amendment) #29-772-43 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) #29-773-43 (State #04-36067, A33) with the State of California, Department of Health Care Services (DHCS), to amend Agreement #29-772-13 (as amended by subsequent amendments #29-772-14 through #29-772-42) to incorporate new calendar year 2022 risk mitigation language with no change in the original amount payable to the County not to exceed \$317,472,000 or term of April 1, 2005 through December 31, 2022.

FISCAL IMPACT:

No change in the original amount payable to the County, not to exceed \$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 County, on behalf of its 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.

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

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Sharron Mackey, 925-313-6004

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Health Plan, for the period from April 1, 2005 through December 31, 2021. Subsequent amendments #29-772-14 through #29-772-42 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) #29-772-43 will incorporate new calendar year 2022 risk mitigation language with no change in the payment limit or term through December 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the County will not be able to participate as a Medi-Cal Local Initiative Health Plan participant.



Contra Costa County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Grant Amendment #28-789-14 from the U. S. Department of Veterans Affairs Northern California Health Care System

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept Grant Amendment #28-789-14 with the U.S. Department of Veterans Affairs Northern California Health Care System (VANCHCS), a Government Agency, to amend Grant Agreement #28-789-14 (VA #612-22-1-3973-0001) to include COVID-19 safety protocols to the terms of the agreement with no change to an amount payable to the County not to exceed \$218,781 or term of October 1, 2021 through September 30, 2022.

FISCAL IMPACT:

There is no fiscal impact since the amount payable to the County remains as an amount not to exceed \$218,781 from VANCHCS for the West County's Adult Interim Housing Program in Richmond.

BACKGROUND:

The Health Services Department seeks continuous funding to provide interim housing, treatment, and other services for homeless veterans that access the County's emergency shelter program. Each year the shelters provide interim housing and support services to over 75 homeless veterans of Contra Costa County. VANCHCS has been providing funds to the County for emergency shelter housing since October 1, 2011.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Lavonna Martin, 925-608-6701

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On October 19, 2021, the Board of Supervisors approved Agreement #28-789-13 to receive funding in an amount not to exceed \$218,781 to support emergency shelter housing for homeless veterans of Contra Costa County at West County's Adult Interim Housing Program in Richmond for the period October 1, 2021 through September 30, 2022.

Approval of Grant Amendment #28-789-14 will allow VANCHCS to include the COVID-19 safety protocols to the terms of the agreement through September 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not accepted, the County will not receive adequate COVID-19 safety protocols for federal contractors and the County may be out of compliance.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 1, 2022

Subject: California Department of Education State Preschool Program, Amendment #1

RECOMMENDATION(S):

ADOPT Resolution No. 2022/40 to approve and authorize the Employment and Human Services Director, or designee, to execute a revenue contract amendment with California Department of Education to increase the payment limit by \$469,533 to a new payment limit of \$11,562,313 for state preschool services with no change to term July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

The California Department of Education payment limit increased by \$469,533 to a total revenue contract payment limit of \$11,562,313. (100% State) (No County match). The State agreement number is CSPP-1052-01 (Amendment 1).

BACKGROUND:

The Employment and Human Services Department (EHSD) received notification of amendment from the California Department of Education on October 5, 2021 for 2021-2022 funding of the California State Preschool program services. The County receives funds from the California Department of Education to provide state preschool services to program eligible County residents. The program is operated by the Employment and Human Services Department, Community Services Bureau.

The Board approved the original agreement on July 13, 2021 (

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: V. Kaplan, (925) 608-5052

By: , Deputy

cc:

BACKGROUND: (CONT'D)

C.47). This Board Order is to accept additional funds from the State, to increase maximum rate per child day of enrollment from \$50.67 to \$52.69, and change the minimum Child Days of Enrollment from 218,922 to 219,440. Approval of this Board Order will allow the continued provision of these childcare services.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not receive additional funding to operate childcare programs.

CHILDREN'S IMPACT STATEMENT:

This board order supports three (3) of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 3) "Families that are Economically Self-sufficient"; and, 4) "Families that are Safe, Stable, and Nurturing" by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

ATTACHMENTS

Resolution 2022/40

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

Adopted this Resolution on 02/01/2022 by the following vote:

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



Resolution No. 2022/40

IN THE MATTER OF: FY2021-22 California Department of Education State Preschool Program, Amendment 1.

WHEREAS: The Employment and Human Services Department (EHSD) received notification of amendment from the California Department of Education on October 5, 2021 for 2021-2022 funding of the California State Preschool program services and **WHEREAS:** The County receives funds from the California Department of Education to provide state preschool services to program eligible County residents and **WHEREAS:** The program is operated by the Employment and Human Services Department, Community Services Bureau and **WHEREAS:** The Board approved original agreement on July 13, 2021 (C.47) and **WHEREAS:** This board order is to accept additional funds from the State, to increase maximum rate per child day of enrollment from \$50.67 to \$52.69, and change the minimum Child Days of Enrollment from 218,922 to 219,440 and **WHEREAS:** Approval of this board order will allow the continued provision of these childcare services.

NOW, THEREFORE, BE IT RESOLVED: The Contra Costa County Board of Supervisors to approve and authorize the Employment and Human Services Director, or designee, to execute a revenue contract amendment with the California Department of Education to increase the payment limit by \$469,533 to a new payment limit of \$11,562,313 for State Preschool services with no change in term of July 1, 2021 through June 30, 2022.

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

Contact: V. Kaplan, (925) 608-5052

ATTESTED: February 1, 2022

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 1, 2022

Subject: 2021-22 California Department of Social Services Alternative Payment Childcare Services Revenue Contract Amendment #1

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement amendment with the California Department of Social Services (CDSS), effective November 5, 2021, to increase the payment limit by \$3,249,222 to a new payment limit of \$7,536,510 for alternative payment childcare programs operated by the County, with no change to term July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

County is to receive an amount not to exceed \$7,536,510 from the CDSS for the period July 1, 2021, through June 30, 2022:

\$4,339,266 (58% Federal, with AL #93.596 and #93.575);

\$3,197,244 (42% State);

No County match is required.

State Contract Number: CAPP-1009-1

County Contract Number: 29-212-45

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Noppol Keeratiyakul, (925)
608-4961

By: , Deputy

cc: Theodore Trinh, Nelly Ige, Nancy Sparks, Rose Castaneda

BACKGROUND:

The Employment and Human Services Department (EHSD) received notification of amendment from the California Department of Social Services (CDSS) on November 30, 2021, to amend Contract number CAPP-1009. Thereof the additional allocation is to provide additional child care slots and a cost of living adjustment (COLA) authorized pursuant to Section 265 of Assembly Bill 131 (Chapter 116, Statutes of 2021), and funding for family fee waivers pursuant to Section 263(b)(3) of Assembly Bill 131. The original revenue agreement was approved by the Board of Supervisors on July 13, 2021, [\(C.48\)](#), in the amount of \$4,287,288. This Board Order is to accept additional funds from the State.

Effective July 1, 2021, California Department of Social Services is administering this program based on The Early Childhood Development Act of 2020 (Senate Bill 98, Chapter 24, Statutes of 2020). The alternative payment childcare services program provides funding for program eligible families to receive services. Priority is given to families who interface with Child Protective Services, families with children at-risk of abuse and neglect, low-income families, and families with children who have special needs.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not receive additional funding to operate this childcare program.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 2: "Families that are Economically Self-sufficient," and, Outcome 3: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

ATTACHMENTS

FY21-22 Local Agreement for Child Development Services Allocation Letter Amendment #1
CAPP-1009

***Amendment 01*****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
ALLOCATION LETTER**

Budget Act

DATE: July 01, 2021**CONTRACT NUMBER:** CAPP-1009**PROGRAM TYPE:** ALTERNATIVE PAYMENT**PROJECT NUMBER:** 07-2207-00-1**STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES****CONTRACTOR'S NAME:** CONTRA COSTA COUNTY EMPLOYMENT & HUMAN SERVICES DEPARTMENT

This agreement with the State of California dated July 01, 2021 designated as number CAPP-1009 shall be amended as of November 5, 2021, in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$4,287,288.00 and inserting \$7,536,510.00 in place thereof to provide additional child care slots and a cost of living adjustment (COLA) authorized pursuant to Section 265 of Assembly Bill 131 (Chapter 116, Statutes of 2021), and funding for family fee waivers pursuant to Section 263(b)(3) of Assembly Bill 131.

Each annual budgeted MRA must be expended within the identified contract year. Unexpended funds cannot be shifted from one fiscal year to another. All unexpended funds revert to the CDSS.

SERVICE REQUIREMENTS

The Minimum Days of Operation (MDO) Requirement shall be 251. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
\$ 3,249,222	Child Development Programs			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE)			
\$ 4,287,288	See Attached			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE	FISCAL YEAR
\$ 7,536,510	See Attached			
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	706			

CONTRACTOR'S NAME: CONTRA COSTA COUNTY EMPLOYMENT & HUMAN SERVICES DEPARTMENT

CONTRACT NUMBER: CAPP-1009

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 428,860	(OPTIONAL USE)0656 FC# 93.596 13694-2207	PC# 000322		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 428,860	ITEM 30.10.020.007 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 118,923	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 14551-2207	PC# 000000		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 118,923	ITEM 30.10.020. 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5162 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 425,585	(OPTIONAL USE)0656 FC# 93.596 14153-2207	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 425,585	ITEM 30.10.020.007 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,168,110	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,087,341	(OPTIONAL USE)0656 23186-2207			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,255,451	ITEM 30.10.020.007 5180-101-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6040 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,515,958	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0156 FC# 93.575 15558-2207	PC# 000000		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,515,958	ITEM 30.10.020 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5161 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 84,251	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0156 FC# 93.575 15554-2207	PC# 000000		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 84,251	ITEM 30.10.020 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5161 Rev-8290			

CONTRACTOR'S NAME: CONTRA COSTA COUNTY EMPLOYMENT & HUMAN SERVICES DEPARTMENT

CONTRACT NUMBER: CAPP-1009

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 1,765,689	(OPTIONAL USE)0656 FC# 93.575 PC# 000324 15400-2207			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,765,689	ITEM 30.10.050.007 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 361,980	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 579,813	(OPTIONAL USE)0656 25467-2207			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 941,793	ITEM 30.10.020.007 5180-101-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6040 Rev-8590			



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 1, 2022

Subject: 2021-22 California Department of Social Services CalWORKs Stage 2 Childcare Revenue Contract Amendment #1

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement amendment with the California Department of Social Services (CDSS), effective November 5, 2021, to increase the payment limit by \$225,828 to a new payment limit of \$5,095,734, to provide childcare and development programs (California Work Opportunity and Responsibility to Kids [CalWORKs] Stage 2), with no change to term July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

County is to receive an amount not to exceed \$5,095,734 from the CDSS for the period July 1, 2021 through June 30, 2022:

\$1,289,008 (25% Federal, with AL #93.575);

\$3,806,726 (75% State);

No County match is required.

State Contract Number: C2AP 1008-01

County Contract Number: 29-213-42

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Noppol Keeratiyakul (925)
608-4961

By: , Deputy

cc: Theodore Trinh, Nelly Ige, Nancy Sparks, Rose Castaneda

BACKGROUND:

The Employment and Human Services Department (EHSD) received notification of amendment from the California Department of Social Services (CDSS) on November 16, 2021. Effective July 1, 2021, California Department of Social Services is administering this program based on The Early Childhood Development Act of 2020 (Senate Bill 98, Chapter 24, Statutes of 2020). This state program provides funding to reimburse a portion of the childcare costs incurred by CalWORKs Stage 2 participants through their participation in the CalWORKs program. The County Board of Supervisors approved the original agreement on July 13, 2021 [C.38](#), in the amount of \$4,869,906. This Board Order is to accept additional funds from the State.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not receive additional funds to operate CalWORKs Stage 2 childcare program.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department's Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 2: "Families that are Economically Self-sufficient," and Outcome 3: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

ATTACHMENTS

FY21-22 Local Agreement for Child Development Services Allocation Letter - Amendment #1

***Amendment 01*****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
ALLOCATION LETTER**

Budget Act

DATE: July 01, 2021**CONTRACT NUMBER:** C2AP-1008**PROGRAM TYPE:** ALTERNATIVE
PAYMENT-STAGE 2**PROJECT NUMBER:** 07-2207-00-1**STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES****CONTRACTOR'S NAME:** CONTRA COSTA COUNTY EMPLOYMENT & HUMAN SERVICES DEPARTMENT

This agreement with the State of California dated July 01, 2021 designated as number C2AP-1008 shall be amended as of November 5, 2021, in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$4,869,906.00 and inserting \$5,095,734.00 in place thereof.

Each annual budgeted MRA must be expended within the identified contract year. Unexpended funds cannot be shifted from one fiscal year to another. All unexpended funds revert to the CDSS.

SERVICE REQUIREMENTS

The Minimum Days of Operation (MDO) Requirement shall be 251. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 225,828 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 4,869,906 TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,095,734	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE	
	(OPTIONAL USE) See Attached			
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706			

CONTRACTOR'S NAME: CONTRA COSTA COUNTY EMPLOYMENT & HUMAN SERVICES DEPARTMENT

CONTRACT NUMBER: C2AP-1008

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 1,063,180	(OPTIONAL USE)0656 14178-2207	FC# 93.575	PC# 000178	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,063,180	ITEM 30.10.020.011 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5061 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 219,727	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 14551-2207	FC# 93.575	PC# 000000	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 219,727	ITEM 30.10.020. 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5162 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 3,806,726	(OPTIONAL USE)0656 23367-2207			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,806,726	ITEM 30.10.020.011 5180-101-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6041 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,101	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0156 15551-2207	FC# 93.575	PC# 000000	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,101	ITEM 30.10.020 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5161 Rev-8290			



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 1, 2022

Subject: Bertino Charitable Trust Donation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept a one-time donation in the amount of \$20,861.86 from Randick, O'Dea, Tooliatos, Vermont and Sargent, LLP, on behalf of Bertino Charitable Trust, to support discretionary expenses for the unfunded needs of children who enter the Contra Costa County Child Welfare system, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

County to receive a one-time donation of \$20,861.86 from the Bertino Charitable Trust. No County match required.

Contract: 29-478-0

BACKGROUND:

Children who enter the Child Welfare system have experienced trauma and loss due to any number of situations involving abuse, abandonment and/or neglect. Addressing this trauma and loss while focusing on the needs of each individual child often requires any number of resources. In December 2021, Contra Costa County received a one-time unsolicited donation in the amount

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Ryan Hoy, (925) 608-4968

By: , Deputy

cc: Ryan Hoy, Jessica Laumann

BACKGROUND: (CONT'D)

of \$20,861.86 from Trust Attorney's Randick, O'Dea, Tooliatos, Vermont and Sargent, LLP, on behalf of the Bertino Charitable Trust. The donation from Bertino Charitable Trust was directed to be utilized for the benefit of Contra Costa County dependent youth. This monetary resource will help fulfill unfunded discretionary expenses and needs of Contra Costa County foster youth that are not funded by Federal, State, County or Departmental funding sources.

CONSEQUENCE OF NEGATIVE ACTION:

The donation would need to be rejected and the funds would not be available to benefit dependent children of Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

Funding will support four of the five community outcomes established in Contra Costa County's Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; and (4) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by fulfilling the needs of the children in the Child Welfare System.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 1, 2022

Subject: Women's Recovery Response Grant from the California Commission on the Status of Women and Girls

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Contra Costa Commission on Women and Girls to apply for the Women's Recovery Response Grant from the California Commission on the Status of Women and Girls in an amount not to exceed \$250,000, to provide services to women who have been disproportionately affected economically by the ongoing pandemic for the period March 1, 2022 to February 28, 2023.

FISCAL IMPACT:

100% state funding by the California Commission on the Status of Women and Girls. No County match required.

BACKGROUND:

The California Commission on the Status of Women and Girls (CCSWG) is accepting grant applications from local women's commissions, local government entities for the purpose of establishing new women's commissions and nonprofits serving women and girls for its

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Lara DeLaney, (925) 655-2057

By: , Deputy

cc:

BACKGROUND: (CONT'D)

2022 Women's Recovery Response effort.

With \$5 million available, the Commission will award funds ranging from \$25,000 up to \$250,000 maximum, depending on the proposed activities for each funding category (Capacity Building, Communications, Community Engagement, Direct Services and Re-Granting). Preference will be given to organizations serving women who have been disproportionately affected economically by the ongoing pandemic including, but not limited to, low-income, unemployed, or underemployed, American Indian and Alaska Native Resources (AIAN), Black, Indigenous, People of Color (BIPOC), Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual (LGBTQIA), unhoused, rural, disabled, senior, and veteran populations.

The Contra Costa Commission for Women and Girls was formed to educate the community and advise the Contra Costa County Board of Supervisors on issues relating to the changing social and economic conditions of women in the County, with particular emphasis on the economically disadvantaged. The Commission's mission is "to improve the economic status, social welfare, and overall quality of life for women in Contra Costa County."

The Contra Costa Commission for Women and Girls is scheduled to have its annual retreat on January 30, 2022 to determine the projects for which the Commission will propose to utilize the CCSWG Women's Recovery Response Grant. Since application materials are due by 4:00 p.m. on February 4, 2022, this Board Order will authorize the local women's commission to submit the grant application prior to the deadline.

CONSEQUENCE OF NEGATIVE ACTION:

The Contra Costa County Commission for Women and Girls will not receive California State Women's Recovery Response Grant funding, reducing local services to women who have been disproportionately affected economically by the ongoing pandemic.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 1, 2022

Subject: 2021-22 California Department of Social Services General Child Care & Development Revenue Contract Amendment #1

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement amendment with the California Department of Social Services (CDSS), effective November 5, 2021, to increase the payment limit by \$182,566 to a new total payment limit of \$4,038,512 for general child care and development program services, with no change to term July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

County is to receive an amount not to exceed \$4,038,512 from the CDSS for the period July 1, 2021 through June 30, 2022:
\$1,363,123 (34% Federal, with AL #93.596 and #93.575);
\$2,675,389 (66% State);
No County match is required.

State Contract Number: CCTR 1028-01
County Contract Number is 39-801-55

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Noppol Keeratiyakul, (925)
608-4961

By: , Deputy

cc: Nelly Ige, Ali Vahidizadeh, Nancy Sparks, Theodore Trinh

BACKGROUND:

The Employment and Human Services Department (EHSD) received notification of amendment from the California Department of Social Services (CDSS) on December 1, 2021, to amend CCTR-1028 for the General Child Care and Development Program. The additional allocation is to provide a cost of living adjustment (COLA) authorized pursuant to Section 265(b) of Assembly Bill 131 (Chapter 116, Statutes of 2021).

Effective July 1, 2021, the CDSS is administering this program based on the Early Childhood Development Act of 2020 (Senate Bill 98, Chapter 24, Statutes of 2020). The County receives funds to provide general childcare services to program-eligible residents. The program is operated by the Employment and Human Services Department, Community Services Bureau. The County Board of Supervisors approved the original agreement on July 13, 2021 ([C.46](#)), in the amount of \$3,855,946. This Board Order is to accept additional funds in the amount of \$182,566 from the State.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not receive additional funding to operate the General Child Care and Development Program.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department's Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 2: "Families that are Economically Self-sufficient," and, Outcome 3: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

ATTACHMENTS

FY21-22 Local Agreement for Child Development Services Allocation Letter Amendment #1
CCTR-1028

***Amendment 01*****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
ALLOCATION LETTER**

Budget Act Amendment/COLA/Family Fee Credit

DATE: July 01, 2021**CONTRACT NUMBER:** CCTR-1028**PROGRAM TYPE:** GENERAL CHILD CARE &
DEV PROGRAMS**PROJECT NUMBER:** 07-2207-00-1**STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES****CONTRACTOR'S NAME:** CONTRA COSTA COUNTY EMPLOYMENT & HUMAN SERVICES DEPARTMENT

This agreement with the State of California dated July 01, 2021 designated as number CCTR-1028 shall be amended as of November 5, 2021, in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$3,855,946.00 and inserting \$4,038,512.00 in place thereof to provide the cost of living adjustment (COLA) authorized pursuant to Section 265(b) of Assembly Bill 131 (Chapter 116, Statutes of 2021).

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$49.54 and inserting \$51.55 in place thereof.

Each annual budgeted MRA must be expended within the identified contract year. Unexpended funds cannot be shifted from one fiscal year to another. All unexpended funds revert to the CDSS.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 77,835.0 and inserting 78,347.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 251. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 182,566 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 3,855,946 TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,038,512	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE	
	(OPTIONAL USE) See Attached			
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706			

CONTRACTOR'S NAME: CONTRA COSTA COUNTY EMPLOYMENT & HUMAN SERVICES DEPARTMENT

CONTRACT NUMBER: CCTR-1028

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 915,756	(OPTIONAL USE)0656 13609-2207	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 915,756	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 420,967	(OPTIONAL USE)0656 15136-2207	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 420,967	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 156,166	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 2,519,223	(OPTIONAL USE)0656 23254-2207			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,675,389	ITEM 30.10.020.001 5180-101-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 26,400	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0156 15557-2207	FC# 93.575	PC# 000000	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 26,400	ITEM 30.10.020 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5161 Rev-8290			



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: February 1, 2022

Subject: AC Transit Law Enforcement Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the Alameda-Contra Costa Transit District (AC Transit) to pay the County an amount not to exceed \$14,701,189 to provide law enforcement services for the period January 1, 2022 through December 31, 2026.

FISCAL IMPACT:

100% funded by the Alameda-Contra Costa Transit District.

BACKGROUND:

The Office of the Sheriff provides law enforcement services for the Alameda – Contra Costa Transit District (AC Transit) for the protection of the facilities, bus stops, equipment, employees, and patrons. The Office of the Sheriff responds to incidents occurring onboard AC Transit buses, at bus stops, and other AC Transit properties set forth in the Contract.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office will not be authorized to execute the contract.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

Monica Nino, 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: February 1, 2022

Subject: Agreement #28-372-3 with the City of Richmond for its Police Department

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #28-372-3 with the City of Richmond for its Police Department, a government agency, to pay the County an amount not to exceed \$144,333 for 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 \$144,333 from the City of Richmond for its Police Department to provide homeless outreach services. No county match is required.

BACKGROUND:

The CORE Program locates and engages homeless clients throughout Contra Costa County. CORE teams serve as an entry point into the County's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families.

On October 16, 2018, the Board of Supervisors approved Agreement #28-372-1 with the City of Richmond for its Police Department in an amount payable to the County of \$100,000 to provide homeless outreach services for the CORE program for the period from October 1, 2018 through June 30, 2019.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 1, 2022

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

Contact: Lavonna Martin, 925-608-6701

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On November 5, 2019, the Board of Supervisors approved Amendment Agreement #28-372-2 with the City of Richmond for its Police Department to increase the amount payable to the County by \$100,000, to a new amount of \$200,000 and extend the termination date from June 30, 2019 to June 30, 2020 for additional homeless outreach services.

Approval of Agreement #28-372-3 will allow the County to receive funds to operate the CORE Program and provide services to the City of Richmond for its Police Department through June 30, 2022. The County is 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 may have to operate at a reduced capacity.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Contract #23-726 with Data Innovations, LLC.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-726 containing mutual indemnification with Data Innovations LLC, a limited liability company, in an amount not to exceed \$181,418, for a medical instrument management software system and services, for Contra Costa Health Services for the period from February 1, 2022 through January 31, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$181,418 over a 3-year period and will be funded by 100% Hospital Enterprise Fund I revenues. (No rate increase).

BACKGROUND:

This contract meets the needs of the County's patient population by providing a medical instrument management system. Contra Costa Health Services clinical and medical

☐ APPROVE

☒ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 1, 2022

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

Contact: Patrick Wilson (925) 335-8777

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

laboratories carry out tests on clinical specimens such as blood and urine, to obtain information about patient health to aid in the diagnosis, treatment, and prevention of disease. Data Innovations (DI), Instrument Manager, is a connectivity solution that enables an open and expansive enterprise lab ecosystem, allowing for the integration of virtually any instrument, laboratory information system, electronic medical record, or electronic health record regardless of vendor or discipline. DI's Instrument Manager can support thousands of instruments, dozens of laboratory information systems, and multiple labs on a single platform. All lab disciplines can be integrated with one platform to streamline operations and management. This contract #23-726 is the initial contract with DI. DI was awarded a sole-source status for this contract.

This contract obligates the County to indemnify DI for any third party claims for damages that occur as a result of County's willful misconduct, negligent acts, errors, or omissions in connection with County's business operations.

Approval of Contract #23-726 will allow the contractor to implement an instrument management system including training, maintenance and support services through January 31, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contra Costa Health Services clinical and medical laboratories will continue using the current system which is not integrated with Epic, our Electronic Health Records system.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Amendment Agreement #74-382-14 with The Contra Costa Clubhouses, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #74-382-14 with The Contra Costa Clubhouses, Inc., a non-profit corporation, effective February 1, 2022, to amend Novation Contract #74-382-13, to increase the payment limit by \$22,500, from \$675,342 to a new payment limit of \$697,842, with no change in the original term of July 1, 2021 through June 30, 2022, and to increase in the six-month automatic extension payment limit by \$11,250, from \$337,671 to a new payment limit of \$348,921 through December 31, 2022.

FISCAL IMPACT:

Approval of this amendment will result in additional annual expenditures of up to \$22,500 for FY 2021-2022 and will be funded 100% by Mental Health Services Act revenues. (No rate increase)

BACKGROUND:

This contract meets the social needs of the County's population by providing programming for adults in recovery from psychiatric disorders, helping them to develop the support networks, vocational skills, and self-confidence needed to sustain stable and productive lives, throughout Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

The Contra Costa Clubhouses, Inc. has been providing Mental Health Services Act (MHSA) prevention and early intervention (PEI) services to the County since July 1, 2009.

On December 7, 2021 the Board of Supervisors approved Novation Contract #74-382-13 with The Contra Costa Clubhouses, Inc., in an amount not to exceed \$675,342 for the provision of MHSA PEI services for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022 in an amount not to exceed \$337,671.

Approval of Amendment Agreement #74-382-14 will allow the contractor to provide additional mental health services through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, adults, and families of adults, in recovery from psychiatric disorders will not receive additional services helping them to develop support networks, vocational skills, and self-confidence needed to sustain productive lives.

CHILDREN'S IMPACT STATEMENT:

This MHSA-PEI program 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 increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Amendment Agreement #26-692-22 with Applied Remedial Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-692-22 with Applied Remedial Services, Inc., a corporation, effective January 1, 2022, to amend Contract #26-692-21 to increase the payment limit by \$108,196 from \$707,056 to a new payment limit of \$815,252, with no change in the original term of January 1, 2022 through December 31, 2022.

FISCAL IMPACT:

Approval of this amendment will result in additional contractual service expenditures of up to \$108,196 and will be fully funded as budgeted by the department in FY 2021-22 by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:

Contra Costa Regional Medical Center (CCRMC) has been contracting with Applied Remedial Services, Inc., since April 2011 to provide removal and disposal of hazardous waste at CCRMC and all the Health Centers to comply with State and Federal Regulations. CCRMC and Contra Costa Health Centers are monitored on a quarterly basis to ensure hazardous waste is being disposed properly. The

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 1, 2022

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

Contact: Jaspreet Benepal, 925-370-5101

By: , Deputy

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

contractor has its own lab in which the chemist inspects and prepares profile reports and documents for disposal facilities, and waste research with disposal facility. They inventory hazardous waste materials, sort and package chemical waste and clean up spilled material, deliver supplies, and package chemical waste from the morgue, pharmacy, public health, pathology departments and the hazardous waste shed.

On November 23, 2021, the Board of Supervisors approved Contract #26-692-21 with Applied Remedial Services, Inc., in the amount not to exceed \$707,056 for the provision of removing and disposing of hazardous waste materials, in addition to audit reporting and annual in-service staff education services at CCRMC and Contra Costa Health Centers, for the period January 1, 2022 through December 31, 2022.

Approval of Contract Amendment Agreement #26-692-22 will increase the payment limit and allow the contractor to provide additional removal of hazardous waste and chemical services through December 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CCRMC will not have access to additional services provided by this contractor, and risk non-compliance with mandatory State and Federal regulations.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: February 1, 2022

Subject: Purchase Order - Spike's Produce

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Spike's Produce in an amount not to exceed \$400,000 to provide fresh produce and related items as needed for the detention facilities for the period February 1, 2022 through January 31, 2023.

FISCAL IMPACT:

\$400,000 maximum. 100% County General Fund; Budgeted.

BACKGROUND:

Spike's Produce is a locally owned and operated small business that provides low-cost produce to all three adult detention facilities. These deliveries occur in the early morning, making it essential to have a low-cost, local solution. Other vendors could not meet the daily delivery service requirements necessary while maintaining low prices and high quality of fresh produce. This blanket purchase order will ensure timely delivery of essential food products for meals served at adult detention facilities.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Sheriff's Office will not have an active purchase order to acquire food products necessary for meals at the County's adult detention facilities.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 1, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Heike Anderson 925-655-0023

By: , Deputy

cc: Heike Anderson, Alycia Rubio, Paul Reyes

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 1, 2022

Subject: Contract Amendment with ImagingTek, Inc., for Document Imaging Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with ImagingTek, Inc., to extend the term from January 31, 2022 through January 31, 2024 and increase the payment limit by \$120,000 to a new payment limit of \$612,000, for the continuation of document imaging services.

FISCAL IMPACT:

No impact to the County General Fund. The contract is funded by 100% Land Development Fees.

BACKGROUND:

In January of 2014, the Department of Conservation and Development (DCD) entered into a contract with ImagingTek, Inc., to provide technical assistance and services to DCD related to the conversion of DCD documents and files into the Laserfiche electronic format. The conversion will help DCD access all permits/plans via electronic format, thereby reducing DCD storage needs and associated costs. DCD has ongoing plans/documents that require scanning/conversion. DCD has large documents that need to be scanned and it is more cost effective to continue to have ImagingTek to continue to provide the service than adding new equipment. Per the attached State of California Health and Safety Code, DCD is required to maintain an official copy of plans of every building during the life of the building, for which DCD issued a building permit. This amendment will allow the Contractor to continue to provide the document imaging services for another two years through January 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If the proposed contract amendment is not approved, ImagingTek, Inc., would not be able to continue to provide the services, which may result in DCD staff not having the ability to access permits/plans via electronic format. This would result in the necessity of DCD having to store data at storage facilities and pay for renting the facilities.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 1, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Patricia Zaragoza 925-655-2789

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Amendment #74-554-6 with NAMI Contra Costa

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-554-6 with NAMI Contra Costa, a non-profit corporation, effective July 1, 2021, to amend Contract #74-554-5, to increase the payment limit by \$18,540, from \$618,000 to a new payment limit of \$636,540, with no change in the original term of July 1, 2021 through June 30, 2022, and with no change to the term of the automatic extension through December 31, 2022.

FISCAL IMPACT:

Approval of this amendment will result in additional expenditures of up to \$18,540 and will be fully funded as budgeted by the department in FY 2021-22 by Mental Health Services Agreement-Workforce Education and Training (MHSA-WET) revenues.

BACKGROUND:

The Behavioral Health Services Division of the Health Services Department has been contracting with NAMI Contra Costa since January 2018 to provide consultation and support to the Family Volunteer Network Program to support families in Contra Costa County who have loved ones with severe and persistent mental illness. This program addresses the unique needs of the participants in developing coping strategies and handling challenges posed by mental illness within their families, for the period from July 1,

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☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 1, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5201

By: , Deputy

cc: Alaina Floyd, marcy.wilham

BACKGROUND: (CONT'D)

2021 through June 30, 2022.

On September 7, 2021, the Board of Supervisors approved Novation Contract #74-554-5 with NAMI Contra Costa, in an amount not to exceed \$618,000 for the provision of support to the County's Family Volunteer Network Program for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022, in an amount not to exceed \$309,000.

Approval of Contract Amendment Agreement #74-554-6 will allow the contractor to provide additional consultation and support to the Family Volunteer Network Program.

CONSEQUENCE OF NEGATIVE ACTION:

If this contrac amendment is not approved, families in Contra Costa County who have loved ones with severe and persistent mental illness may experience reduced support.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: ADVERTISE for Bids for the 2022 Overhead Door Repair and Maintenance Services Contract(s)

RECOMMENDATION(S):

AUTHORIZE the Public Works Director, or designee, to advertise for bids for the 2022 Overhead Door Repair and Maintenance Services Contract(s) for maintenance and repairs to overhead doors, mechanical doors, and automated gate systems at various County facilities, Countywide.

FISCAL IMPACT:

Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:

Public Works Facilities Services is responsible for the maintenance and repairs to roll up doors, mechanical doors and power gates at various County-owned facilities. These units are at locations which include County warehouses, maintenance bays, fleet bays, detention centers, the County morgue, health clinics and the hospital.

The Public Works Department is requesting authorization to advertise and conduct a formal solicitation for overhead door maintenance and repair services. A Notice to Bidders would be placed in the Contra Costa Times and several building exchanges in accordance with the Cost

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Kevin Lachapelle, (925)
313-7082

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Accounting Policies and Procedures Manual of the California Uniform Construction Cost Accounting Commission.

The Public Works Department intends to award at least one (1) but not more than two (2) contracts, total of contracts not to exceed \$500,000. Each contract will have a term of three (3) years with the option of two (2) one-year extensions, and will be used as needed with no minimum amount that has to be spent.

CONSEQUENCE OF NEGATIVE ACTION:

If the request to advertise is not approved, the Public Works Department will not be able to advertise for overhead door maintenance and repair services.



Contra
Costa
County

To: Board of Supervisors
From: Mary Ann Mason, County Counsel
Date: February 1, 2022

Subject: APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Counsel, or designee, to execute on behalf of the County, a contract with Baker & O'Brien, Inc., in an amount not to exceed \$600,000 to provide refining industry analyses in connection with refinery property tax appeals, for the period from January 1, 2022 through December 31, 2022.

FISCAL IMPACT:

100% General Fund. The cost of this contract will be partially offset by revenue generated by Property Tax Administration Charges.

BACKGROUND:

Baker & O'Brien, Inc. is a consultant for refinery industry analyses and provides the County with specialized consulting services with respect to the refining industry and refineries in defending actual and anticipated assessment appeals, which challenge the valuations of the taxable property of refineries in Contra Costa County. These appeals typically place several billion dollars of valuation in issue. Assistance is required because valuations of refineries are highly technical, requiring specialized knowledge that only industry experts have. The Assessor concurs with and supports this recommendation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Kathleen S. Kizer, Deputy County Counsel,
925-655-2200

By: , Deputy

cc: Monica Nino, County Administrator, Robert Campbell, Auditor-Controller, Peter Yu, Assessor's Office

CONSEQUENCE OF NEGATIVE ACTION:

If the contract is not approved, there is a greatly increased possibility of very significant but presently unquantifiable impacts due to adverse decisions by the Assessment Appeals Board on large refinery valuation disputes.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Contract #27-733-9 with Muhammad Raees, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County Contract #27-733-9, with Muhammad Raees, M.D., a sole proprietor, in an amount not to exceed \$675,000, to provide pulmonary services to Contra Costa Health Plan (CCHP) members and County recipients for the period March 1, 2022 through February 28, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$675,000 over a 3-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 pulmonary 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 in the CCHP Provider Network and has been providing pulmonary services since February 1, 2008.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

On February 4, 2020, the Board of Supervisors approved Contract #27-733-8 with Muhammad Raees, M.D., in an amount not to exceed \$525,000, for the provision of pulmonary services for the period March 1, 2020 through February 28, 2022.

Approval of Contract #27-733-9 will allow the contractor to continue providing pulmonary services through February 28, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized pulmonary 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: February 1, 2022

Subject: Contract Amendment #23-697-4 with Public Health Foundation Enterprises, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #23-697-4 with Public Health Foundation Enterprises, Inc., a non-profit corporation, to amend Contract #23-697 (as amended by Amendment Agreements #23-697-1 through Amendment Agreement #23-697-3), to increase the payment limit by \$430,153, from \$1,146,242 to a new payment limit of \$1,576,395 and extend the term end date from January 31, 2022 to June 30, 2022.

FISCAL IMPACT:

Approval of this contract will result in additional expenditures of up to \$430,153 and will be funded by 49% Contra Costa County's Employment and Human Services Department, 45% American Rescue Plan Act, and 6% Kaiser Permanente funding. (No rate increase)

BACKGROUND:

On March 10, 2020, the Board of Supervisors requested that the Governor proclaim a State of Emergency in Contra Costa County (Gov. Code Section 8625) due to COVID-19. The Health Department must use all available preventative measures to combat the spread of

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Anna Roth, 925-957-2670

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

COVID-19 which includes testing and vaccine administration. The COVID-19 Adult Ambassador Program promotes testing and community best practices for safety, primarily in areas that are underserved or experiencing a surge in cases. The Program assists the County in meeting State requirements in outreach and testing.

On December 15, 2020, the Board of Supervisors approved Contract #23-697 with Public Health Foundation Enterprises, Inc., in an amount of \$774,212 for the provision of COVID-19 Adult Ambassador Program for the period December 1, 2020 through June 30, 2021.

On April 20, 2021, the Board of Supervisors approved Extension Agreement #23-697-1 to extend the termination date from June 30, 2021 to October 31, 2021 with no change in the payment limit of \$774,212.

On September 7, 2021 the Board of Supervisors approved Amendment Agreement #23-697-2 to increase the payment limit by \$99,528 to a new payment limit of \$873,740 with no change in the term through October 31, 2021.

On October 5, 2021, the Board of Supervisors approved Amendment Agreement #23-697-3 to increase the payment limit by \$272,502 to a new payment limit of \$1,146,242 and extend the termination date from October 31, 2021 to January 31, 2022.

Approval of Amendment Agreement #23-697-4 will allow the COVID-19 Adult Ambassador Program to continue to promote testing and community best practices through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the contractor will not be able to continue to provide COVID-19 Adult Ambassador Program services.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following children's outcome(s): Families that are Safe, Stable and Nurturing; and Communities that are Safe and Provide a High Quality of Life for Children and Families.

To: Board of Supervisors
 From: Kathy Gallagher, Employment & Human Services Director
 Date: February 1, 2022



Contra
Costa
County

Subject: Amend Contract with CocoKids, Inc. for Emergency Child Care Bridge Program for Foster Children

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with CocoKids, Inc., a non-profit corporation, to increase the payment limit by \$276,234 to a new payment limit of \$1,185,957, to provide additional Emergency Child Care Bridge Program services for foster children, with no change to term July 1, 2021, through June 30, 2022.

FISCAL IMPACT:

This amendment will increase department expenditures by \$276,234 for a total department expenditure of \$1,185,957, funded by 86% State Capped Allocation and 14% Federal Title IV-E funding.

BACKGROUND:

As a result of the COVID-19 pandemic, access to child care continues to be a challenge for families. With the passage of Senate Bill 168 (chapter 261, Statutes of 2021), the State has authorized the payment for up to 16 paid non-operational days for COVID-19 pandemic related closures and for child care reimbursement based on the maximum certified hours of care rather than attendance (otherwise known as "hold harmless") for children in the Emergency Child Care Bridge program for Foster Children effective July 1, 2021 through June 30, 2022. The State has provided additional allocations to support SB 168 in addition to supporting additional

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Noppol Keeratiyakul, (925)
608-4961

By: , Deputy

cc: Laura Malone, Laura Volante

BACKGROUND: (CONT'D)

child care slots for the Emergency Child Care Bridge program covering July 1, 2021 through June 30, 2022. The contract terms and budget were renegotiated to support implementation of the additional funding and guidance for the Emergency Child Care Bridge Program through June 30, 2022.

The Emergency Child Care Bridge Program for Foster Children (Bridge Program) was established as a result of Senate Bill (SB) 89. The contractor provides Bridge Program services that include a six-month payment (or voucher) for child care, as well as assistance from child care navigator(s) for eligible relative caregivers, eligible families or parenting youth in foster care. The contractor also provides trauma-informed care training and coaching to child care providers who care for children in foster care.

The purpose of this program is to increase the number of foster children successfully placed in home-based family care, increase capacity of child care programs to meet the needs of foster children in their care, and maximize funding to support the child care needs of eligible families, especially during the current COVID-19 pandemic.

Approval of the contract amendment will allow the Contractor and County to facilitate implementation of SB 168 as required by the State for the Bridge Program and continue to provide critical emergency child care services to foster youth and their eligible families through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not be in compliance with State requirements. In addition, availability of ideal placement of foster children with eligible families may be limited and State/Federal funding will be lost.

CHILDREN'S IMPACT STATEMENT:

This contract supports all five of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are 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 safe housing and support to assist youth in foster care.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: February 1, 2022

Subject: CONTRA COSTA COUNTY HISTORICAL SOCIETY CONTRACT

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to enter into a contract with the Contra Costa County Historical Society in an amount not to exceed \$276,022 for continued support in the preservation and indexing of historical County records for the period July 1, 2022 through June 30, 2027.

FISCAL IMPACT:

Up to \$276,022 over a five-year contract period; 100% County General Fund, budgeted in fiscal year 2022/23. The contract allocates \$51,990 to the Historical Society in fiscal year 2022/23, increasing each year by the CPI-U for the San Francisco-Oakland-San Jose area, not to exceed 3%. The \$276,022 reflects the maximum amount the County would pay to the Historical Society if the maximum CPI cap of 3% is reached in each year.

BACKGROUND:

On September 11, 1979, the Board of Supervisors declared the Contra Costa County Historical Society as the "Official Historical Society" of the County. Since that time, the County and the Society have enjoyed a mutually beneficial relationship resulting in the establishment of a History Center in the City of Pleasant Hill in 1986. The Historical Center made

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Lara DeLaney, (925) 655-2057

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the Society's unique archive of letters, photos, and other historically significant documents available to the Public. In 2000, the Society entered into a sub-lease agreement with the County for spaces located at 610 Main Street, Martinez. The County had previously entered into a 10-year lease agreement for spaces comprising 600-610-618 Main Street, resulting in surplus space that was made available to the Society. This allowed the Society to establish a presence in Martinez, the County seat. In 2010, the lease was amended, extending the term by two years. In April 2012, the Conservation and Development Department vacated spaces located at 618 Main Street leaving the Historical Society as the only tenant occupying spaces at 600-610-618 Main Street. In an effort to continue supporting the Society, and specifically the History Center, the County Administrator's Office initiated business continuity planning sessions with the Society's Executive Director and Board members resulting in a five-year contract for the period July 1, 2012 through June 30, 2017. Subsequently, a second five-year contract for the period July 1, 2017 through June 30, 2022 was authorized by the Board of Supervisors in April 2017 for the continued preservation of historical documents. In consideration of the financial support, the County has benefited from professional archiving services made possible by the Society's Board of Directors, Executive Director, and volunteers. Today's action would authorize a new five-year contract with the Historical Society to ensure that the preservation of historical documents and memorabilia will continue.

CONSEQUENCE OF NEGATIVE ACTION:

The Contra Costa County Historical Society would have difficulty maintaining a similar level of service to citizens within the County.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Contract #76-577-10 with Hobbs Investments, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-577-10 with Hobbs Investments, Inc., a corporation, in an amount not to exceed \$512,000, to provide transportation and courier services of laboratory specimens and pharmacy medications for Contra Costa Regional Medical Center (CCRMC) and Health Centers for the period from February 1, 2022 through January 31, 2023.

FISCAL IMPACT:

This contract will result in annual contractual service expenditures of up to \$512,000 and will be funded 100% by Hospital Enterprise Fund I revenues. (Rate increase)

BACKGROUND:

Contractor provides qualified vehicles and California-licensed drivers to pick up, transport, and deliver laboratory specimens, transmittals, and pharmacy medications to and from County utilized facilities for CCRMC and Contra Costa Health Centers. This contractor has been providing courier services for the County since February 2017.

On January 5, 2021, the Board of Supervisors approved Contract #76-577-7, with Hobbs Investments, Inc., in an amount not to exceed \$375,000 for the provision of courier

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 1, 2022

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

Contact: Jaspreet Benepal, 925-370-5501

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

services for CCRMC, for the period February 1, 2021 through January 31, 2022.

On February 9, 2021, the Board of Supervisors approved Contract Amendment Agreement #76-577-8 with Hobbs Investments, Inc., to increase the payment limit by \$90,000 to a new payment limit of \$440,000 to provide additional courier services with no change in the original term.

Approval of Contract #76-577-10 will allow the contractor to continue providing courier services through January 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County facilities will not have access to this contractor's pick-up and delivery services.



Contra Costa County

To: Board of Supervisors
 From: David O. Livingston, Sheriff-Coroner
 Date: February 1, 2022

Subject: Attenti US, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to execute an Agreement with Attenti US, Inc., in an amount not to exceed \$250,000 for the purchase of electronic home monitoring services, equipment and related products as needed at the Sheriff's Office Custody Alternative Facility for the period December 1, 2021 through November 30, 2022.

FISCAL IMPACT:

\$250,000; 100% Sheriff Budgeted.

BACKGROUND:

The Sheriff's Office operates an Electronic Home Detention program intended as an alternative to incarceration for those persons who are qualified for home detention. This program provides significant savings to the County when compared to regular incarceration. It also keeps the County within the daily population standard as required in the three detention facilities. Attenti US, Inc. develops, manufactures and provides innovative technology products for the criminal justice industry that help ensure the safety of communities and efficient, secure monitoring and tracking operations. Attenti is a leading global provider of presence and location verification

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Chrystine Robbins, 925-655-0008

By: , Deputy

cc:

BACKGROUND: (CONT'D)

technologies and offers a complete suite of proprietary products and services. The vendor's solutions can be customized, and are based upon a full-featured, integrated platform that is scalable and highly flexible to meet the CCC Office of the Sheriff's unique needs now and in the future. 3M Electronic Monitoring develops, manufactures and provides innovative technology products for the criminal justice industry that help ensure the safety of communities and efficient, secure monitoring and tracking operations. 3M Electronic Monitoring is a leading global provider of presence and location verification technologies and offers a complete suite of proprietary products and services. The vendor's solutions can be customized, and are based upon a full-featured, integrated platform that is scalable and highly flexible to meet the CCC Office of the Sheriff's unique needs now and in the future.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action by the Board of Supervisors would result in no contract with this vendor and would reduce the Sheriff's Office options for alternatives to incarceration.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Interagency Agreement #22-402-18 with City of Richmond, on behalf of its Fire Department

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #22-402-18 containing mutual indemnification with City of Richmond, on behalf of its Fire Department, a government agency, in an amount not to exceed \$360,335, to maintain a Hazardous Materials Response Unit and Hazardous Materials Emergency Vehicle, for the period from July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

This Interagency Agreement will result in budgeted expenditures of up to \$360,335 and will be funded 100% by Assembly Bill 2185 fees that the County charges to businesses for the handling of hazardous materials, and is included in the Department's budget. (No rate increase)

BACKGROUND:

This contractor maintains a Hazardous Materials Response Unit, a Hazardous Materials Emergency Vehicle and specialized training in West County, which works in coordination with the Contra Costa Hazardous Materials Program to promote an efficient, joint response effort in West County. The contractor has been providing these service to the County since December 1991.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Mathew Kaufman, 925-655-3235

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On May 7, 2019, the Board of Supervisors approved Interagency Agreement #22-402-17 with City of Richmond, on behalf of its Fire Department, in an amount not exceed \$788,854 for the period from July 1, 2019 through June 30, 2021, to maintain a Hazardous Materials Response Unit in West County.

Approval of Contract #22-402-18, will allow the contractor to continue to provide services through June 30, 2022. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of performance of this agreement. This contract is retroactive due to the department not having a permanent, full-time Fire Chef until October 2021, delaying contract negotiations.

CONSEQUENCE OF NEGATIVE ACTION:

If this Interagency Agreement is not approved, the Agency will not maintain a Hazardous Materials Response Team and Hazardous Materials Emergency Vehicle, leaving the County without an effective response to hazardous material incidents in West Contra Costa County.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: February 1, 2022

Subject: Purchase Order - National Food Group, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee to execute, on behalf of the Sheriff-Coroner, a blanket purchase order with National Food Group, Inc., in an amount to not exceed \$350,000, to provide frozen/dry food and related items as needed for the West County, Martinez and Marsh Creek detention facilities for the period January 1, 2022 through December 31, 2022.

FISCAL IMPACT:

\$350,000 maximum. 100% County General Fund; Budgeted.

BACKGROUND:

The vendor provides the Office of the Sheriff with opportunity buys, enabling the department to take advantage of last minute deals from manufacturers for cut rates on high quality bulk food items, such as frozen green beans, potato products and poultry items as needed by the three detention facilities to support the feeding program requirements of the inmate population. This vendor has no strict minimums which also makes it more convenient for ordering.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office will be unable to procure various food items for County adult detention facilities from the vendor.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Heike Anderson, 925 655-0023

By: , Deputy

cc: Heike Anderson, Alycia Rubio, Paul Reyes

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Amendment #74-630-1 with The Contra Costa Clubhouses, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-630-1 with The Contra Costa Clubhouses, Inc., to amend Contract #74-630 to increase the payment limit by \$38,719, from \$1,290,630, to a new payment limit of \$1,329,349 with no change in the term of July 1, 2021 through June 30, 2022 to provide community based mental health services for adults 18 years and older.

FISCAL IMPACT:

Approval of this contract will result in additional budgeted expenditures of up to \$38,719 and will be funded by 78% Mental Health Services Act (\$30,201) and 22% Mental Health Realignment (\$8,518) revenues.

BACKGROUND:

On July 13, 2021, the Board of Supervisors approved #74-630 with The Contra Costa Clubhouses, Inc., in an amount not to exceed \$1,290,630, to provide to provide community-based mental health support services to adults, including Wellness and Recovery Centers (Putnam Peer Connection Centers), and the Service Provider Individualized Recovery Intensive Training (SPIRIT) program for the period from July 1, 2021 through June 30, 2022

Approval of Amendment #74-630-1 will increase the payment limit to allow additional mental health support services through June 30, 2022.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 1, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5201

By: , Deputy

cc: Alaina Floyd, marcy.wilham

CONSEQUENCE OF NEGATIVE ACTION:

If this contract amendment is not approved, mental health clients may experience reduced or discontinued community-based behavioral health services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Purchase Order with GE Healthcare Financial Services, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with GE Healthcare Financial Services, LLC (GE HFS, LLC), in an amount not to exceed \$892,179, for the lease of a mobile computed tomography (CT) scanner for Contra Costa Regional Medical Center (CCRMC), for the period from January 13, 2022 through July 31, 2025.

FISCAL IMPACT:

Approval of this purchase order will result in expenditures of up to \$892,179 for the period of January 13, 2022 through July 31, 2025, and is 100% funded through the American Rescue Plan Act (ARPA) allocations.

BACKGROUND:

Prior to the COVID pandemic, the Contra Costa Regional Medical Center (CCRMC) had a single computed tomography (CT) scanner. To meet the increased demand for CT scans at the beginning of the pandemic, using the COVID Purchase Order, the Contra Costa Regional Medical Center (CCRMC) entered into a 60-month lease agreement for a mobile CT scanner to augment the existing scanner.

During this time, there

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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ATTESTED: February 1, 2022

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

Contact: Jaspreet Benepal, 925-370-5101

By: , Deputy

cc: Marilyn Bybee, Marcy Wilhelm

BACKGROUND: (CONT'D)

was a shortage of mobile CTs in the US marketplace. As a long-term provider of services to the hospital, GE extended an offer to include the rental of a mobile CT scanner while our scanner was being built. This afforded CCRMC the immediate ability to provide continuity of care to our patients. Other vendors were contacted, and none were prepared to provide CCRMC similar services in a timeframe to meet CCRMC's needs.

On May 26, 2020, the Board of Supervisors authorized and ratified a 60-month lease, with payments not to exceed \$1,255,136, for the lease of a mobile CT scanner. The purchase date was March 31, 2020, with a lease commencement date of July 13, 2020, when all documents were signed by both parties. Payments under the lease were initially covered under the COVID-19 blanket purchase order, to ensure the County could seek reimbursement from the federal government for any eligible expenses. However, that blanket purchase order expired July 31, 2021, and, due to an administrative oversight, a subsequent purchase order was not requested at that time. A purchase order for the amount of \$77,867.60 was issued in response to the demand letter from GE HFS LLC for payment of the invoices received for service dates from September 13, 2021, through January 12, 2022.

This Board Order will allow for a new purchase order, for the period from January 13, 2022 through July 31, 2025, in an amount not to exceed \$892,179 to cover the continued equipment lease needs and ensure that GE will continue to be paid under the lease.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, CCRMC will have to rely on the single scanner and not be able to treat patients requiring CT scans in a timely manner.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Fire Funding for Emergency Medical Services (EMS) Enhancements from Measure H Funds

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay the San Ramon Valley Fire Protection District \$33,000 for Emergency Medical Services (EMS) Fire First Responder medical equipment, medical supplies and EMS training, upon approval of EMS Director for FY 2022-23.

FISCAL IMPACT:

Funding for this expenditure has been budgeted under CSA EM-1, Zone A (Measure H). There is no General Fund impact.

BACKGROUND:

These funds are allocated to partially offset fire services' added costs for medical supplies, equipment, and training through participation in an enhanced Emergency Medical Services system established through CSA EM-1.

CONSEQUENCE OF NEGATIVE ACTION:

Fire services would need to fund medical supplies, equipment and training out of their existing funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Marshall Bennett, 925-608-5454

By: , Deputy

cc: Patricia Weisinger



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Approval of Amendments to Multiple Behavioral Health Contracts

RECOMMENDATION(S):

1. ACKNOWLEDGE the resurgence of COVID-19 has created service interruptions, productivity declines and cash flow issues with the community based behavioral health services providers.
2. ACKNOWLEDGE the need to maintain a viable service delivery network and ensure access to needed behavioral health services within the County.
3. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, contract amendments with the following five (5) substance use disorder residential providers to increase the billing rates by 100%, and as specified in Attachment B, during the period January 1, 2022 through March 31, 2022, with no change in the contract payment limits or terms:

Substance Use Disorder Providers

Program Name	Contract #
Bi-Bett	74-174
J Cole Recovery Homes	74-222
Latino Commission	74-600
Ujima Family Recovery	24-429
Westcare California, Inc	74-610

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Patrick Godley, 925-957-5405

By: , Deputy

cc: Marcy Wilhelm, Jackie Peterson

RECOMMENDATION(S): (CONT'D)

>

4. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, contract amendments with the following twenty-six (26) community based behavioral health service providers to increase the billing rates by 25% during the period January 1, 2022 through March 31, 2022, with no change to the contract payment limits or terms:

Mental Health Providers	Contract
A Better Way	74-586
Alternative Family Services	74-317
Aspiranet	74-402
Bay Area Community Resources (BACR)	74-321
Berkeley Youth Alternatives	74-495
Center For Psychotherapy	74-525
Child Therapy Institute	74-517
Community Health for Asian Americans (CHAA)	24-927
Contra Costa Youth Services Bureau	24-409
Desarrollo Familiar/ Familias Unidas	74-218
Early Childhood Mental Health	24-308
Embrace Mental Health	74-315
Embrace Mental Health	74-526
Fred Finch Youth Center	24-928
Hope Solutions	74-399
La Cheim Inc.	24-133
La Clinica de la Raza	74-452
Lincoln Child Center	74-575
Lincoln Child Center	24-925
Mountain Valley Child and Family Services	24-773
Paradise Adolescent Homes (PAH)	74-622
Seneca Family of Agencies	74-058
We Care Services for Children	24-705
VistAbility	24-707
Youth Homes	74-322
YWCA of Contra Costa County & Sacramento	74-543

5. APPROVE and AUTHORIZE the Health Services Director to extend the amended contract rate increases from April 1, 2022 through June 30, 2022, if the COVID-19 environment has not improved significantly.

FISCAL IMPACT:

The recommended contract amendments recognize the ongoing service interruptions faced by Contra Costa Behavioral Health Services (CCBHS) contracted community-based service providers due to COVID-19. The rate adjustments will ensure that contracted substance use disorder (SUD) and mental health service providers have sufficient revenue to maintain staff service levels to continue provision of mandated services to Medi-Cal eligible residents with substance use and mental health disorders with no change to the contract payment limits or terms. The contracts are funded with dedicated State 2011 Realignment and Federal Financial Participation dollars. No County General Fund dollars are utilized.

BACKGROUND:

Since FY 2019-20 COVID-19 has impacted community based behavioral health providers in Contra Costa County. The rise in the number of COVID-19 cases in late 2021 and the recent surge of the Omicron variant continue to strain the operations of CCBHS contracted service providers that deliver critical services to vulnerable residents. Undermining infection control measures, Omicron's rapid transmissibility has led to client and staff sick leaves and thus to staff shortages and program shutdowns, which has hindered normalization of service delivery. The decrease in productivity has impacted providers' ability to generate revenue and remain fiscally solvent. While Outpatient providers remarkably shifted to virtual platforms during the pandemic, telehealth is not suitable for all individuals and presents real challenges to populations already disproportionately impacted. The request to temporarily increase the rates will ensure community based organizations (CBOs) will be able to remain solvent throughout the continued pandemic and thus be able to resume the full array and volume of services to the community when COVID-19 service interruptions cease.

CONSEQUENCE OF NEGATIVE ACTION:

If these contract amendments are not approved, the residents of Contra Costa County will experience reduced or discontinued behavioral health services.

ATTACHMENTS

Attachment A

Attachment B

Attachment A

Current billing rates: Mental Health Services \$3.18; Case Management, Brokerage \$2.45; Medication Support \$5.84; Crisis Intervention \$4.72; Intensive Care Coordination \$2.45; In-Home Behavioral Health \$3.18; Therapeutic Behavioral Services \$2.34, and \$3.18.

Proposed billing rates: Mental Health Services \$3.98; Case Management, Brokerage \$3.06; Medication Support \$7.30; Crisis Intervention \$5.90; Intensive Care Coordination \$3.06; In-Home Behavioral Health \$3.97; Therapeutic Behavioral Services \$2.93, and \$3.98.

Mental Health Providers	Contract #
A Better Way	74-586
Alternative Family Services	74-317
Aspiranet	74-402
Bay Area Community Resources (BACR)	74-321
Berkeley Youth Alternatives	74-495
Center For Psychotherapy	74-525
Child Therapy Institute	74-517
Community Health for Asian Americans (CHAA)	24-927
Contra Costa Youth Services Bureau	24-409
Desarrollo Familiar/ Familias Unidas	74-218
Early Childhood Mental Health	24-308
Embrace Mental Health	74-315
Embrace Mental Health	74-526
Fred Finch Youth Center	24-928
Hope Solutions	74-399
La Cheim Inc.	24-133
La Clinica de la Raza	74-452
Lincoln Child Center	74-575
Lincoln Child Center	24-925
Mountain Valley Child and Family Services	24-773
Paradise Adolescent Homes (PAH)	74-622
Seneca Family of Agencies	74-058
We Care Services for Children	24-705
VistAbility	24-707
Youth Homes	74-322
YWCA of Contra Costa County & Sacramento	74-543

Attachment B:

Substance Use Disorder Providers	
Program Name	Contract #
Bi-Bett	74-174
J Cole Recovery Homes	74-222
Latino Commission	74-600
Ujima Family Recovery	24-429
Westcare California, Inc	74-610

Bi-Bett Fee Schedule
Contract: 74-174 Amendment 2
FY 21-22

Type of Service Unit	Program	Service Unit Quantity and Type		Reimbursement Rate Per Service Unit (Jul - Dec)	Reimbursement Rate Per Service Unit (Jan - Jun)
Residential Treatment	Diablo Valley Ranch Case Management DMC	1,834	15 Minutes	\$ 24.69	\$ 49.38
Residential Treatment	Diablo Valley Ranch Level 3.1 Room & Board AB109	287	Bed Days	\$ 50.67	\$ 101.34
Residential Treatment	Diablo Valley Ranch Level 3.1 Room & Board DMC	6,300	Bed Days	\$ 50.67	\$ 101.34
Residential Treatment	Diablo Valley Ranch Level 3.1 Treatment AB 109	287	Bed Days	\$ 118.72	\$ 237.44
Residential Treatment	Diablo Valley Ranch Level 3.1 Treatment DMC	6,300	Bed Days	\$ 118.72	\$ 237.44
Residential Treatment	Diablo Valley Ranch Level 3.5 Room & Board AB109	75	Bed Days	\$ 48.60	\$ 97.20
Residential Treatment	Diablo Valley Ranch Level 3.5 Room & Board DMC	675	Bed Days	\$ 48.60	\$ 97.20
Residential Treatment	Diablo Valley Ranch Level 3.5 Treatment AB 109	75	Bed Days	\$ 154.97	\$ 309.94
Residential Treatment	Diablo Valley Ranch Level 3.5 Treatment DMC	675	Bed Days	\$ 154.97	\$ 309.94
Residential Treatment	East County Wollam Case Management DMC	2,100	15 Minutes	\$ 18.19	\$ 36.38
Residential Treatment	East County Wollam Level 3.1 Room & Board AB109	75	Bed Days	\$ 48.15	\$ 96.30
Residential Treatment	East County Wollam Level 3.1 Room & Board DMC	3,296	Bed Days	\$ 48.15	\$ 96.30
Residential Treatment	East County Wollam Level 3.1 Treatment AB 109	75	Bed Days	\$ 120.14	\$ 240.28
Residential Treatment	East County Wollam Level 3.1 Treatment DMC	3,297	Bed Days	\$ 120.14	\$ 240.28
Residential Treatment	East County Wollam Level 3.2 Room & Board AB109	49	Bed Days	\$ 58.22	\$ 116.44
Residential Treatment	East County Wollam Level 3.2 Room & Board DMC	450	Bed Days	\$ 58.22	\$ 116.44
Residential Treatment	East County Wollam Level 3.2 Withdrawal Mgmt AB109	49	Bed Days	\$ 168.04	\$ 336.08
Residential Treatment	East County Wollam Level 3.2 Withdrawal Mgmt DMC	450	Bed Days	\$ 168.04	\$ 336.08
Residential Treatment	East County Wollam Perinatal Level 3.1 Room & Board DMC	425	Bed Days	\$ 54.30	\$ 108.60
Residential Treatment	East County Wollam Perinatal Level 3.1 Treatment DMC	426	Bed Days	\$ 168.23	\$ 336.46
Residential Treatment	East County Wollam Perinatal Level 3.5 Room & Board DMC	150	Bed Days	\$ 48.37	\$ 96.74
Residential Treatment	East County Wollam Perinatal Level 3.5 Treatment DMC	150	Bed Days	\$ 175.13	\$ 350.26
Residential Treatment	East County Wollam Perinatal Level 3.1 Room & Board Uninsured	44	Bed Days	\$ 54.30	\$ 108.60
Residential Treatment	East County Wollam Perinatal Level 3.1 Treatment Uninsured	44	Bed Days	\$ 168.23	\$ 336.46
Residential Treatment	East County Wollam Perinatal Level 3.5 Room & Board Uninsured	38	Bed Days	\$ 48.37	\$ 96.74
Residential Treatment	East County Wollam Perinatal Level 3.5 Treatment Uninsured	38	Bed Days	\$ 175.13	\$ 350.26
Residential Treatment	Ozanam Center Case Management DMC	690	15 Minutes	\$ 22.82	\$ 45.64
Residential Treatment	Ozanam Center Level 3.1 Room & Board AB109	23	Bed Days	\$ 46.52	\$ 93.04
Residential Treatment	Ozanam Center Level 3.1 Room & Board DMC	482	Bed Days	\$ 46.52	\$ 93.04
Residential Treatment	Ozanam Center Level 3.1 Treatment AB109	23	Bed Days	\$ 168.64	\$ 337.28
Residential Treatment	Ozanam Center Level 3.1 Treatment DMC	482	Bed Days	\$ 168.64	\$ 337.28
Residential Treatment	Ozanam Center Level 3.2 Room & Board AB109	42	Bed Days	\$ 58.09	\$ 116.18
Residential Treatment	Ozanam Center Level 3.2 Room & Board DMC	683	Bed Days	\$ 58.09	\$ 116.18
Residential Treatment	Ozanam Center Level 3.2 Withdrawal Mgmt AB109	42	Bed Days	\$ 153.78	\$ 307.56
Residential Treatment	Ozanam Center Level 3.2 Withdrawal Mgmt DMC	683	Bed Days	\$ 153.78	\$ 307.56
Residential Treatment	Ozanam Center Level 3.5 Room & Board AB109	23	Bed Days	\$ 64.82	\$ 129.64
Residential Treatment	Ozanam Center Level 3.5 Room & Board DMC	94	Bed Days	\$ 64.82	\$ 129.64
Residential Treatment	Ozanam Center Level 3.5 Treatment AB109	23	Bed Days	\$ 159.90	\$ 319.80
Residential Treatment	Ozanam Center Level 3.5 Treatment DMC	94	Bed Days	\$ 159.90	\$ 319.80
Residential Treatment	Ozanam Crystal Palace Case Management DMC	690	15 Minutes	\$ 22.82	\$ 45.64
Residential Treatment	Ozanam Crystal Palace Level 3.1 Room & Board AB109	75	Bed Days	\$ 55.62	\$ 111.24
Residential Treatment	Ozanam Crystal Palace Level 3.1 Room & Board DMC	750	Bed Days	\$ 55.62	\$ 111.24
Residential Treatment	Ozanam Crystal Palace Level 3.1 Treatment AB 109	75	Bed Days	\$ 156.53	\$ 313.06
Residential Treatment	Ozanam Crystal Palace Level 3.1 Treatment DMC	750	Bed Days	\$ 156.53	\$ 313.06
Residential Treatment	Ozanam Emerald City Case Management DMC	690	15 Minutes	\$ 22.82	\$ 45.64
Residential Treatment	Ozanam Emerald City Level 3.1 Room & Board AB109	75	Bed Days	\$ 47.48	\$ 94.96
Residential Treatment	Ozanam Emerald City Level 3.1 Room & Board DMC	1,064	Bed Days	\$ 47.48	\$ 94.96
Residential Treatment	Ozanam Emerald City Level 3.1 Treatment AB 109	75	Bed Days	\$ 148.94	\$ 297.88
Residential Treatment	Ozanam Emerald City Level 3.1 Treatment DMC	1,065	Bed Days	\$ 148.94	\$ 297.88
Residential Treatment	Pueblos Del Sol Case Management DMC	2,100	15 Minutes	\$ 22.73	\$ 45.46
Residential Treatment	Pueblos del Sol Level 3.1 Room & Board AB109	75	Bed Days	\$ 50.38	\$ 100.76
Residential Treatment	Pueblos Del Sol Level 3.1 Room & Board DMC	2,148	Bed Days	\$ 50.38	\$ 100.76
Residential Treatment	Pueblos del Sol Level 3.1 Room & Board Uninsured	75	Bed Days	\$ 50.38	\$ 100.76
Residential Treatment	Pueblos Del Sol Level 3.1 Treatment AB 109	75	Bed Days	\$ 138.91	\$ 277.82
Residential Treatment	Pueblos Del Sol Level 3.1 Treatment DMC	2,148	Bed Days	\$ 138.91	\$ 277.82
Residential Treatment	Pueblos del Sol Level 3.1 Treatment Uninsured	75	Bed Days	\$ 138.91	\$ 277.82
Residential Treatment	Pueblos Del Sol Level 3.2 Room & Board DMC	1,204	Bed Days	\$ 63.29	\$ 126.58
Residential Treatment	Pueblos Del Sol Level 3.2 Room & Board AB 109	45	Bed Days	\$ 63.29	\$ 126.58
Residential Treatment	Pueblos Del Sol Level 3.2 Room & Board Uninsured	68	Bed Days	\$ 63.29	\$ 126.58
Residential Treatment	Pueblos del Sol Level 3.2 Withdrawal Mgmt DMC	1,204	Bed Days	\$ 170.48	\$ 340.96
Residential Treatment	Pueblos del Sol Level 3.2 Withdrawal Mgmt AB 109	45	Bed Days	\$ 170.48	\$ 340.96
Residential Treatment	Pueblos Del Sol Level 3.2 Withdrawal Mgmt Uninsured	68	Bed Days	\$ 170.48	\$ 340.96

J Cole Recovery Homes, Inc**Contract # 74-222****FY 21-22 Fee Schedule**

Type of Service Unit	Program	Service Unit Quantity and Type		Reimbursement Rate Per Service Unit (Jul - Dec)	Reimbursement Rate Per Service Unit (Jan - Jun)
Residential Treatment	Cole House Level 3.1 Treatment - DMC	3,383	Bed Days	\$ 113.23	\$ 226.46
Residential Treatment	Cole House Level 3.1 Room & Board - DMC	3,195	Bed Days	\$ 65.16	\$ 130.32
Residential Treatment	Cole House Level 3.1 Room & Board - DMC (AB-109 Funded)	188	Bed Days	\$ 65.16	\$ 130.32
Residential Treatment	Cole House Level 3.1 Case Management	657	15 Minute Unit	\$ 19.83	\$ 39.66
Residential Treatment	Cole House Level 3.1 Recovery Services	225	15 Minute Unit	\$ 19.83	\$ 39.66
Residential Treatment	Cole House Level 3.1 Treatment - AB 109	450	Bed Days	\$ 113.23	\$ 226.46
Residential Treatment	Cole House Level 3.1 Room & Board - AB 109	450	Bed Days	\$ 65.16	\$ 130.32

The Latino Commission

Contract # 74-600

FY 21-22 Fee Schedule

Type of Service Unit	Program	Service Unit Quantity and Type		Reimbursement Rate Per Service Unit (Jul - Dec)	Reimbursement Rate Per Service Unit (Jan - Jun)
Residential Treatment	Casa Maria Level 3.1 Treatment - DMC	135	Bed Days	\$ 107.66	\$ 215.32
Residential Treatment	Casa Maria Level 3.1 Room & Board - DMC	135	Bed Days	\$ 42.18	\$ 84.36
Residential Treatment	Casa Maria Level 3.1 Case Management	275	15 Minute Unit	\$ 13.15	\$ 26.30
Residential Treatment	Casa Maria Level 3.1 Treatment - Uninsured	90	Bed Days	\$ 107.66	\$ 215.32
Residential Treatment	Casa Maria Level 3.1 Room & Board - Uninsured	90	Bed Days	\$ 42.18	\$ 84.36

Ujima Family Recovery
Contract # 24-429
FY 21-22
Contract Fee Schedule

Type of Service Unit	Program	Service Unit Quantity and Type		Reimbursement Rate Per Service Unit (Jul - Dec)	Reimbursement Rate Per Service Unit (Jan - Jun)
Residential Treatment	La Casa Level 3.1 Treatment - DMC	2,040	Bed Day	\$ 140.39	\$ 280.78
Residential Treatment	La Casa Level 3.1 Room & Board - DMC	1,847	Bed Day	\$ 119.86	\$ 239.72
Residential Treatment	La Casa Level 3.1 Room & Board - DMC (AB 109 Funded)	193	Bed Day	\$ 119.86	\$ 239.72
Residential Treatment	La Casa Level 3.1 Treatment - Uninsured	75	Bed Day	\$ 140.39	\$ 280.78
Residential Treatment	La Casa Level 3.1 Room & Board - Uninsured	75	Bed Day	\$ 119.86	\$ 239.72
Residential Treatment	La Casa Level 3.1 Case Management - DMC	1,920	15-Minute Units	\$ 33.49	\$ 66.98
Residential Treatment	La Casa Level 3.1 Treatment - AB 109	75	Bed Day	\$ 140.39	\$ 280.78
Residential Treatment	La Casa Level 3.1 Room & Board - AB 109	75	Bed Day	\$ 119.86	\$ 239.72
Residential Treatment	Rectory Level 3.1 Treatment - DMC	2,115	Bed Day	\$ 138.24	\$ 276.48
Residential Treatment	Rectory Level 3.1 Room & Board - DMC	2,011	Bed Day	\$ 110.38	\$ 220.76
Residential Treatment	Rectory Level 3.1 Room & Board - DMC (AB 109 Funded)	104	Bed Day	\$ 110.38	\$ 220.76
Residential Treatment	Rectory Level 3.1 Case Management - DMC	1,920	15-Minute Units	\$ 30.21	\$ 60.42
Residential Treatment	Rectory Level 3.1 Treatment - AB 109	75	Bed Day	\$ 138.24	\$ 276.48
Residential Treatment	Rectory Level 3.1 Room & Board - AB 109	75	Bed Day	\$ 110.38	\$ 220.76

WestCare
Contract # 74-610 Amendment 2
FY 21-22 Fee Schedule

Type of Service Unit	Program	Service Unit Quantity and Type		Reimbursement Rate Per Service Unit (Jul - Dec)	Reimbursement Rate Per Service Unit (Jan - Jun)
Residential Treatment	WestCare Level 3.1 Treatment - DMC	4,106	Bed Days	\$ 189.95	\$ 379.90
Residential Treatment	WestCare Level 3.1 Room & Board - DMC	4,106	Bed Days	\$ 73.61	\$ 147.22
Residential Treatment	WestCare Level 3.1 Treatment - AB-109	225	Bed Days	\$ 189.95	\$ 379.90
Residential Treatment	WestCare Level 3.1 Room & Board - AB-109	225	Bed Days	\$ 73.61	\$ 147.22
Residential Treatment	WestCare Level 3.2 Treatment - DMC	1,095	Bed Days	\$ 173.90	\$ 347.80
Residential Treatment	WestCare Level 3.2 Room & Board - DMC	1,095	Bed Days	\$ 75.33	\$ 150.66
Residential Treatment	WestCare Level 3.2 Treatment - AB-109	75	Bed Days	\$ 173.90	\$ 347.80
Residential Treatment	WestCare Level 3.2 Room & Board - AB-109	75	Bed Days	\$ 75.33	\$ 150.66
Residential Treatment	WestCare Level 3.5 Treatment - DMC	274	Bed Days	\$ 247.86	\$ 495.72
Residential Treatment	WestCare Level 3.5 Room & Board - DMC	274	Bed Days	\$ 74.40	\$ 148.80
Residential Treatment	WestCare Level 3.5 Treatment - AB-109	150	Bed Days	\$ 247.86	\$ 495.72
Residential Treatment	WestCare Level 3.5 Room & Board - AB-109	150	Bed Days	\$ 74.40	\$ 148.80



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Purchase Order with Cepheid, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Cepheid, Inc. in an amount not to exceed \$970,190 for the purchase of reagents and supplies for COVID-19 testing for the Clinical Laboratory at the Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Center, for the period from January 15, 2022 through January 14, 2023.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$970,190 over a one-year period and will be funded 100% by American Rescue Plan Act through the Hospital Enterprise Fund I.

BACKGROUND:

The CCRMC Clinical Laboratory on November 24, 2020, began performing Cepheid, XPRESS, COV-2/FLU/RSV testing as it provides rapid detection of the current coronavirus. This test can be processed in 25 minutes for a positive result and provide results for all four pathogens in just 36 minutes with less than a minute of hands-on time. Utilization of this rapid detection test will create capacity for our staff and enable them to

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Jaspreet Benepal, 925-370-5101

By: , Deputy

cc: Marilyn Bybee

BACKGROUND: (CONT'D)

manage their increased workload effectively and efficiently which has been created by the growing demand for COVID-19 testing.

The supplies requested for purchase are propriety to our Cepheid GeneXpert Xpress system.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, then the CCRMC Clinical Laboratory will not be able to perform the specific COVID-19 patient testing that utilizes these supplies thus impacting patient safety and health.



Contra
Costa
County

To: Board of Supervisors
From: Federal D. Glover, District V Supervisor
Date: February 1, 2022

Subject: 2021 Annual Report From Pacheco Municipal Advisory Council

RECOMMENDATION(S):

RECEIVE 2021 Annual Report submitted by the Pacheco Municipal Advisory Council.

FISCAL IMPACT:

None.

BACKGROUND:

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year.

The attached report fulfills this requirement for the Pacheco Municipal Advisory Council.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Dominic Aliano, 925-608-4200

By: , Deputy

cc:

ATTACHMENTS

2021 Pacheco MAC Annual
Report

Pacheco Municipal Advisory Council



Shawn Garcia, Chair
Vince Robb, Vice Chair
Nam Trinh, Secretary



Shawn Garcia, Chair

Office of Supervisor Federal Glover
Contact: Dominic Aliano
1025 Escobar Street
Martinez, CA 94553
925-608-4200

The Pacheco Municipal Advisory Committee serves as an advisory body to the Contra Costa County Board of Supervisors and the County Planning Agencies.

2021 Annual Report to the Board of Supervisors

Submitted by:
Shawn Garcia, Chairperson

Activities and Accomplishments

The primary goals of the MAC in 2021 were to increase community awareness and participation at the monthly MAC meetings and to represent the community's interests, concerns and voice to the Board of Supervisors. We have done a good job providing a forum of communication between the residents of Pacheco and the Supervisor and County offices and Agencies.

The MAC board's activities and efforts have resulted in improvements and changes in 2021:

- Continual maintenance and upkeep of Pacheco Community Park.
- Continual maintenance and upkeep of median on Pacheco Blvd. and Grayson Creek.
- Held another very successful annual Community Clean Up by providing free e-waste recycling and dumpsters for residents to drop off trash. (Unfortunately, we were unable to hold the annual Grayson Creek Cleanup along with this event as normal due to Covid.)
- Assisted the community in providing updates on Covid-related matters.
- Assisted the community in addressing their increasing concerns about homelessness and bringing County agencies together to try to find solutions.
- Continued community participation and MAC attendance as a result of outreach efforts to the community of Pacheco.

The MAC received informative presentations and provided thoughtful feedback on matters that impact Pacheco and look forward to receiving additional updates in 2022:

- Homelessness in Pacheco
- Several proposed projects/developments including new signs, subdivisions, cannabis dispensaries, a New Pacheco Fire Station, and the 2040 General Plan Update.

The MAC greatly appreciates the support of the Sherriff and CHP in the Pacheco community. The Deputy Sheriff and CHP Officer regularly attend MAC meetings to provide updates on crime and incidents in the community, and work to find solutions to concerns raised by the MAC and community members.

Membership

The current MAC board is dedicated and hard working. We feel that we have made some positive changes in our community.

Pacheco Municipal Advisory Council



Shawn Garcia, Chair
Vince Robb, Vice Chair
Nam Trinh, Secretary



Shawn Garcia, Chair

Office of Supervisor Federal Glover
Contact: Dominic Aliano
1025 Escobar Street
Martinez, CA 94553
925-608-4200

The Pacheco Municipal Advisory Committee serves as an advisory body to the Contra Costa County Board of Supervisors and the County Planning Agencies.

At this time, there are no vacancies. There were vacant positions on the Pacheco MAC during 2021.

Members (2021)

- Shawn Garcia, Chair – elected January 2021
- Vince Robb, Vice Chair – elected January 2021
- Nam Trinh, Secretary – elected January 2021
- Vacant, Councilmember
- Vacant, Councilmember

Attendance in 2021

January	All Present via Zoom
February	All Present via Zoom
March	All Present via Zoom
April	All Present via Zoom
May	All Present via Zoom
June	Cancelled – Lack of Quorum
July	All Present via Zoom
August	No meeting by design
September	All Present via Zoom
October	All Present via Zoom
November	All Present via Zoom
December	No meeting by design

MAC Work Plan and Objectives for 2022

A priority for the MAC in 2022 will continue to be to increase community awareness of the MAC and increase community involvement. We will continue to provide a forum of communication between the residents of Pacheco and the Supervisor and County offices and Agencies.

We will work with County entities to coordinate the annual creek cleanup event and the very popular annual community cleanup/dump day. This would include the cost of advertising postcards, food, goat rental and other charges related to the creek cleanup and community cleanup.

We would like to outreach to other MACs and CACs to discuss common interests and ideas, and learn from one another at an annual joint MAC meeting. That would include the cost of food, rental and other charges related to the outreach.

We will continue our work on:

Pacheco Municipal Advisory Council



Shawn Garcia, Chair
Vince Robb, Vice Chair
Nam Trinh, Secretary



Shawn Garcia, Chair

Office of Supervisor Federal Glover
Contact: Dominic Aliano
1025 Escobar Street
Martinez, CA 94553
925-608-4200

The Pacheco Municipal Advisory Committee serves as an advisory body to the Contra Costa County Board of Supervisors and the County Planning Agencies.

1. Community involvement, including involvement via Zoom meetings during Covid
2. Community awareness of events taking place at the Community Center
3. Beautification of the medians along Pacheco Blvd.
4. Continued upkeep and development of the Pacheco Creekside Park
5. Community input on safety projects
6. Providing input/comments on proposed projects including 2040 zoning/general plan update, cannabis dispensaries, and other proposed projects/developments in the Pacheco area
7. Creating an open forum for communication between Residents and County and State Agencies in an effort to help find solutions to tough issues affecting the Pacheco Community like Homelessness and associated crime.

Pacheco MAC meetings are usually held on the 2nd Wednesday of every month at 6:30 p.m. at the Pacheco Community Center, 5800 Pacheco Blvd., Pacheco. However, due to COVID, our meetings have been held virtually via Zoom until it is safe to begin meeting in person again.

Chair:	Shawn Garcia
Vice Chair:	Vince Robb
Secretary:	Nam Trinh
Recording Secretary:	Lynn Enea
Staff District 5:	Dominic Aliano



Contra Costa County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 1, 2022

Subject: Approve New and Recredentialing Providers and New Organizational Provider in Contra Costa Health Plan's Community Provider Network

RECOMMENDATION(S):

APPROVE the list of providers recommended by the Medical Director and the Health Services Director on December 15, 2021 and as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisor approval must be contained within each CCHP provider's credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable the Contra Costa Health Plan to comply with this requirement.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy

cc: Heather Wong, Marcy Wilhelm

ATTACHMENTS

Dec 15 List

Contra Costa Health Plan
Providers Approved by Medical Director
December 15, 2021

CREDENTIALING PROVIDERS DECEMBER 2021	
Name	Specialty
Blankenship, LeAnn, MD	Hematology/Oncology
Cabral, Erik, MD	Dermatology
Cobos, Benjamin, AMFT, MS	Mental Health Services
Curnan, Cynthia, MFT, PhD	Mental Health Services
dela Pena, Amethyst, MA, RBT	Qualified Autism Provider
Duplan, Amy, APCC, MA	Mental Health Services
Escobar, Elise, BCBA, MA	Qualified Autism Provider
Garay, Danahlynn, BCBA, MA	Qualified Autism Provider
Henry, Briana, MFT	Mental Health Services
Ho, Johanna, PA	Mid-Level Surgery - General
Holt, Marisa, AMFT, MS	Mental Health Services
Jimenez, Manuel, MFT	Mental Health Services
Kaneko, Kentaro, NP	Primary Care Internal Medicine/ Mid-Level HIV/Aids
Lakamsani, Robyn, MD	Wound Care
Lutfy, Patricia, MD	Wound Care
Marietta, Sherry, BCBA, MA	Qualified Autism Provider
Masters, Marchita, PsyD	Mental Health Services
Murray, Michael, MD	Otolaryngology
Myrvold, Carolina, MFT	Mental Health Services
Neiman, Amanda, AMFT, MS	Mental Health Services
Ogorchock, Kendall, AMFT, MS	Mental Health Services
Ortega, Vanessa, AMFT	Mental Health Services
Sengstock, Audra, MFT	Mental Health Services
Sheehan, Emilia, BCBA, MA	Qualified Autism Provider
Snyder, Jaimie, MFT	Mental Health Services
Ter-Pogosyan, Manuel, BCBA, M.Ed.	Qualified Autism Provider
Tham, Krystle, AMFT, MA	Mental Health Services
Whittington, Ruth, MFT	Mental Health Services

CREDENTIALING ORGANIZATIONAL PROVIDER DECEMBER 2021		
Provider Name	Provide the Following Services	Location
Redwood Healthcare Center	Skilled Nursing Facility	Oakland

RECREREDENTIALING PROVIDERS DECEMBER 2021	
Name	Specialty
Boatright, Heidi, MFT	Mental Health Services
Bonnel, Galadriel, NP	Primary Care Family Medicine
Bunting, Michelle, BCBA, MA	Qualified Autism Provider
Carolla, Michael, MFT	Mental Health Services
Chahal, Resham, MD	Ophthalmology
Chinn, Daniel, MD	Radiation Oncology
Cook, Alison, DPM	Podiatry
Cruz, Edwin, BCBA, MA	Qualified Autism Provider
Ganster, Taylor, BCBA, MS	Qualified Autism Provider
Hsu, Hsien-Wen, MD	Pulmonary Disease
Hunt, I. Lenore, MFT	Mental Health Services
Jeiven, Susan, MD	Pediatric Gastroenterology
Kerenyi, Victor, DC	Chiropractic Medicine
Lundeen, Tiffany, CNM	Midwife
Mayen, Vanessa, NP	Primary Care Family Medicine
Montes, Angela, BCBA	Qualified Autism Provider
Murphy, Usha, MD	Radiology
Ng, Stanley, MD	Primary Care Pediatrician
Niheu, Kalamaoka'aina, MD	Primary Care Family Medicine
Nirva, Nicole, BCBA	Qualified Autism Provider
Nishiike, Yui, NP	Primary Care Family Medicine
Orozco, Jonathan, BCBA, MA	Qualified Autism Provider
Pakter, David, MD	Primary Care Family Medicine
Pennington-Kent, Phyllis, PhD, MFT	Mental Health Services
Rule, Olga, MFT	Mental Health Services
Scott, Richard, BCBA	Qualified Autism Provider
Steinberg, Jonathan, DPM	Podiatry
Stewart, Kelley, NP	Primary Care Family Medicine
Xue, Chulong, Lac	Acupuncture



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 1, 2022

Subject: AUTHORIZE SUBMITTAL OF CLEAN CALIFORNIA LOCAL GRANT PROGRAM APPLICATION TO CALIFORNIA
DEPARTMENT OF TRANSPORTATION

RECOMMENDATION(S):

ADOPT Resolution No. 2022/41 approving and authorizing the Public Works Director and the Conservation and Development Director, or their designees, to apply for and accept grant funding in an amount not to exceed \$695,000 from the Clean California Local Grant Program (CCLGP) administered by the California Department of Transportation (CalTrans) to augment programs to address illegal dumping and enhance Montalvin Park in Montalvin Manor.

FISCAL IMPACT:

Staff proposes to submit an application seeking totaling \$695,000 in Grant Funding. Based on the CCLGP guidelines, Contra Costa County will be required to provide a 50% Local Match (\$695,000) of the total project funding (\$1,390,000). (Local Match Sources: 64.8% Measure X Funds, 13% Community Development Block Grant Funds, 11.5% Prop 68 Funds, 8.6% Solid Waste Franchise Fees, 1.4% General Fund, 0.7% County Service Area M-17 Funds)

BACKGROUND:

The County often seeks state funding to augment our local funds, stretching local dollars to implement improvements that would not be possible otherwise. The CCLGP is a competitive statewide program created to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers and other public spaces. Assembly Bill 149 (Section 16) created the CCLGP in 2021, and was codified under the Streets and Highway Code §91.41 et al. On December 1, 2021, CalTrans announced the Call for Projects for the CCLGP to local communities to beautify and improve local streets and roads, tribal lands, parks, pathways, and transit centers to clean and enhance public spaces. Through the combination of adding beautification measures and art in public spaces along with the removal of litter and debris, this effort will enhance communities and improve spaces for walking and recreation.

The intent of the CCLGP is to achieve the following goals:

1. Reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.
2. Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect.
3. Enhance public health, cultural connections, and community placemaking by improving public spaces for walking and recreation.
4. Advance equity for underserved communities.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Jo-Anmarie Ricasata,
925-655-2913

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Eligible projects must meet the goals of the CCLGP and may include, but not necessarily be limited to:

- * Infrastructure related community litter abatement and beautification projects.
- * Non-infrastructure related community litter abatement events and/or educational programs.

Applications are due on February 1, 2022. CalTrans has indicated that projects that contain an infrastructure/beautification component in a disadvantaged community will be most competitive.

The Clean California Grant Project being proposed by staff consists of the following infrastructure and non-infrastructure tasks:

- Task 1 – Montalvin Park Sports Court Renovation Project, Phase 1
- Task 2 – Six month Countywide Public Outreach Campaign
- Task 3 – Two-year Countywide Graffiti Abatement/ Abandoned and Derelict RV/Boat Abatement
- Task 4 – Proper Waste Collection, Prevention and Report Illegal Dumping signage throughout the County
- Task 5 – Countywide Community Clean Up Event (multiple locations in West, Central and East County)
- Task 6 – Grant Administration/Staff Time
- Task 7 – Wireless high-definition surveillance cameras for illegal dumping hotspot monitoring throughout the County

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not submit the grant application and be unable to obtain state funding for the Project. This would at least delay, if not hinder, the implementation of the Project.

ATTACHMENTS

Resolution 2022/41

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

Adopted this Resolution on 02/01/2022 by the following vote:

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



Resolution No. 2022/41

IN THE MATTER OF approving and authorizing submittal of an application to the California Department of Transportation for the Clean California Local Grant Program, for illegal dumping initiative and related programs.

WHEREAS, the California Department of Transportation (CalTrans) has established various grant programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalTrans is required to establish procedures governing the administration of the payment programs.

NOW, THEREFORE, BE IT RESOLVED that Contra Costa County is authorized to submit an application to CalTrans for the Clean California Local Grant Program, for illegal dumping initiative and related programs; and

BE IT FURTHER RESOLVED that the Director of Public Works and Conservation and Development Director, or their designees, are hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

I hereby certify that this 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: Jo-Anmarie Ricasata,
925-655-2913

ATTESTED: February 1, 2022

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 1, 2022

Subject: 2021 Advisory Council on Aging Annual Report

RECOMMENDATION(S):

ACCEPT the 2021 Annual Report of the Contra Costa County Advisory Council on Aging as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

On January 7, 2020, the Contra Costa County Board of Supervisors (BOS) adopted Resolution No. 2020/1, which requires that each advisory board, commission, or committee report annually to the Board on its activities, accomplishments, membership attendance, required training/certification, and proposed work plan or objectives for the following year. The attached report is submitted to fulfill that requirement for the Advisory Council on Aging (ACOA).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Noppol Keeratiyakul (925)
608-4961

By: , Deputy

cc: Anthony Macias

ATTACHMENTS

ACOA 2021 Annual
Report

CONTRA COSTA COUNTY
ADVISORY COUNCIL ON AGING
ANNUAL REPORT



JANUARY – DECEMBER 2021

CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING

Officers:

- James Donnelly, President – 1st Term
- Jill Kleiner, First Vice President – 1st Term
- Dennis Yee, Secretary/Treasurer – 1st Term

Current Roster of Members as of November 30, 2021:

Martin Aufhauser
Michelle Berman
Jagjit Bhambra
Mary Bruns
Rhoda Butler
Deborah Card
Kacey Carterelliott
James Donnelly
Kevin Donovan
Jennifer Doran
Candace Evans
Rudy Fernandez
Eric Freitag
Gail Garrett
John Haberkorn
Michelle Hernandez
Arthur Kee

Joanna Kim-Selby
Jill Kleiner
Shirley Krohn
Nancy Leasure
Steve Lipson
Nuru Neemuchwalla
Brian O'Toole
Erin Partridge
Penny Reed
Gerald Richards
Sutter Selleck
Sara Shafiabady
Frances Smith
Terri Tobey
Lorna Van Ackeren
Michael Wener
Dennis Yee

Advisory Council Objectives

The Council shall provide a means for countywide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for older residents of this county. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging issues.

The Council advises each: the Area Agency on Aging on the development of its Area Plan, the Bureau of Aging and Adult Services, Employment and Human Services and the Board of Supervisors. The basis of the Area Agency on Aging Area Plan is on unmet needs and priorities experienced by older persons, as determined by assessments and input from the senior network throughout the County.

ANNUAL REPORT TABLE OF CONTENTS

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The ACOA had an active year despite the challenges posed by the COVID-19 pandemic. All ACOA meetings were conducted remotely using Zoom. Ten general ACOA meetings and a combined seventy-eight meetings for the workgroups and committees, representing over 400 attendees, were held in 2021. Presentations were made at each month's ACOA and workgroup meetings covering many issues of concern for seniors. Currently we have thirty-four active members with two additional members and four alternates awaiting Board approval. Four city seat vacancies remain a challenge to fill.

On June 24, the ACOA in collaboration with the SCAN foundation presented a virtual conference titled: Master Plan for Aging, "Craft it your way Contra Costa". One-hundred seventy-five persons representing government, service providers, advocates, and the public attended the conference. The conference included a Master Plan Blueprint presentation followed by five breakout sessions, one for each of the five goals in the MPA. As an outgrowth of this conference, Contra Costa MPA IMPACT (Implementing the MPA in California Together) steering committee with representatives from County agencies, ACOA and public interest groups have formed.

Key activities for each of our Committees and Workgroups highlighted below:

The Planning committee conducted interviews and reviews of each of the AAA contractors. It also provided input to the AAA Area Plan Update.

The Membership committee continued their recruitment efforts to increase the diversity on the ACOA.

The Housing workgroup continued to advocate for increased affordable accessible housing in Contra Costa. The workgroup prepared a draft-housing white paper.

The Health workgroup collected data in preparation for an information flyer on tips for selecting Long Term Care options in the county.

The Legislative committee tracked Assembly and Senate bills dealing with issues of importance to seniors and informing all workgroups of bills important for them.

The Transportation workgroup advocated for Measure X funding for implementation of the Accessible Transportation Plan. They prepared a transportation infographic highlighting transportation challenges for seniors and disabled.

The Technology workgroup provided input for updates to the ACOA website and pages. They began efforts to address the digital divide, digital inclusion and social isolation amongst older adults.

The Elder Abuse Prevention workgroup collaborated with Adult Protective Services to update their Elder Abuse Awareness presentation. The workgroup made presentations at various public forums that affect older adults in the county.

All workgroups reviewed the recommended Master Plan for Aging priorities from the June conference and began to incorporate activities toward these priorities.

Recommendation

The population of persons with disabilities and seniors over 65 continues to grow and now represents about 240,000 persons and over 26% of the population. This population is currently under served especially in the areas of affordable/accessible housing and accessible transportation.

The Master Plan for Aging (MPA) presents a blueprint for a more age friendly California through five bold goals. Local implementation of these goals will require additional county funding.

The Area Agency on Aging will require additional resources to manage programs necessary to achieve the goals of the MPA.

Therefore, the Advisory Council on Aging recommends that the Board of Supervisors continue to allocate the resources necessary for the Area Agency on Aging to effectively move forward to achieving the goals of the MPA.

Jim Donnelly,
Executive Committee Chair
Advisory Council on Aging President

PLANNING COMMITTEE ROSTER

- Michelle Berman
- Debbie Card
- James Donnelly
- Kevin Donovan (chair)
- Arthur Kee
- Jill Kleiner
- Dennis Yee

EHSD staff members Ana Bagtas, Glenda Pacha and Anthony Macias provide strong support to the Committee.

ACTIVITIES

Due to COVID 19 and the need to shelter in place all meetings were held on the Zoom platform. During the year, Zoom based presentations were made to the Committee by all eleven of the ACOA contractors. Total funding to these contractors amounted to \$7.4MM during the 2020-2021 fiscal year, \$5.3MM from the Area Agency on Aging (“AAA”) and \$2.1MM from the Federal government’s Coronavirus Aid, Relief and Economic Security Act (“CARES”).

ACOMPLISHMENTS

2021’s focus was on reviewing the ACOA contractors who, as discussed above, in addition to the funding from the AAA received significant financial support through the CARES Act (and other funding sources – Families First Coronavirus Response Act, Dignity at Home, and CalFresh Healthy Living). During contractor reviews, discussions regarding the needs of seniors and what additional support should be provided. Reviewed how the impact of COVID related regulations and how the contractors adapted in the delivery of their services. As a group, the ACOA contractors effectively modified how they provided contracted services and continued to support the needs of our senior community. Fulfilling a role to support the AAA, the Committee provided editing services of the AAA’s Area Plan and the most recent annual update. The Committee has reviewed and discussed the California Master Plan for Aging (“MPA”) and is preparing to play a significant role providing advocacy of it throughout the County and supporting its anticipated implementation.

2022 WORK PLAN

We are expecting the New Year to be one of challenge and change for the Planning Committee. The methodologies used in reviewing the ACOA contractors will be revised so we are more in line with State monitoring guidelines and have a better understanding of the contractor’s strategies and their program implementation. The County’s Implementing the Master Plan for Aging for California (“IMPACT”) leadership group will inform the Committee as to its role in advocating for the MPA. In 2022, the County will continue to develop its Aging and Disability Resource Connection (“ADRC”) to address the needs of seniors and the disabled and their ability to access needed services. The Committee will continue to play a material role in the further development of the ADRC. As during prior years, the Committee will provide support to the AAA in the creation of the Annual Plan and periodic updates. As part of this support, the Committee will reach out to outside data sources as well as County staff and ACOA contractors of social services for needed information.

Kevin Donovan

Planning Committee, Chair

MEMBERSHIP COMMITTEE ROSTER (INCLUDES NOMINATING)

• Gail Garrett	District I Membership Committee
• Nancy Leasure	District II Membership Committee
• Rudy Fernandez	District III Membership Committee
• Nuru Neemuchwalla	District IV Membership Committee
• Jennifer Doran (co-Chair)	District V Membership Committee
• Steve Lipson	District I Nominating Committee
• Terri Tobey	District II Nominating Committee
• Arthur Kee	District III Nominating Committee
• Dennis Yee	District IV Nominating Committee (Chair)
• Jagjit Bhambra	District V Nominating Committee
• Jill Kleiner (co-Chair)	Appointed by ACOA President to Membership Committee

ACTIVITIES

- Conduct monthly meeting ten times in the year to review membership requirements and attendance.
- Membership Recruitment and retention.
- Conduct review of application and interview of Member-at-large (MAL) applicants.
- Formed Nominating committee to prepare slate of 2022 candidates for consideration.
- Assigned new committee chair and maintained a list of mentors for new members.

ACOMPLISHMENTS

Calendar year 2021 brought challenges in dealing with the continuation of COVID related restrictions. However, due to remote meetings, quorums met for all scheduled general council meetings during the year. The year had a record number of 13 applications with 10 interviews. The committee filled all MAL vacancies and approved four applicants to alternate member positions. Four local/city seats are vacant and remain a recruitment challenge, especially in the west and east county districts.

Focused on increasing diversity on the council by recruitment efforts at seniors living in the county's subsidized housing units. Developed and distributed a recruitment flyer posted in senior/subsidized apartment units throughout the county. Over eleven-hundred and fifty senior tenants received the recruitment flyer. Developed a recruitment plan that includes past strategies, methods, and results

2022 WORK PLAN

- Work to ensure a quorum for smooth transaction of council's business.
- Promote hybrid meetings of in-person and remote to aid in recruitment and retention of members after pandemic restrictions lifted.
- Continue to track and address membership requirements.
- Continue to report to the Executive Committee and general membership.
- Increase recruitment activities of local/city seats.

Jennifer Doran

Membership Committee co-Chair

Jill Kleiner

Membership Committee co-Chair

HOUSING WORK GROUP ROSTER

- Gerald Richards (Chair)
- Lenore McDonald (Center for Elders' Independence) (Co-Chair)
- Nhang Luong (Staff Support)
- Mike Awadalla (Care Patrol)
- Julie Berry (Independent Living Resources of Contra Costa and Solano Counties)
- Kacey Carterelliott
- Marge Cortes (Choice in Aging)
- Jim Donnelly
- Dale Harrington
- Rebecca Herman (Habitat for Humanity East Bay/Silicon Valley)
- Lisa Hicks (Independent Living Resources of Contra Costa and Solano Counties)
- Michael Hopfe (Independent Living Resources)
- Bertha Lopez (The Hume Center)
- Rosa Loya (Meals on Wheels Diablo Region)
- Hector Malvido (Ensuring Opportunity Campaign to End Poverty in Contra Costa)
- Mariana Moore (Ensuring Opportunity Campaign to End Poverty in Contra Costa)
- Delia Pedroza (ECHO Fair Housing)
- Gabriela Perez (Front Porch - Home Match)
- Laura Salcido (Habitat for Humanity East Bay/Silicon Valley)
- Caitlin Sly (Meals on Wheels Diablo Region)
- Fran Smith
- Victoria Snyder (Contra Costa Senior Legal Services)

ACCOMPLISHMENTS

- The Housing Workgroup continued our education and learning objectives by inviting organizations to give presentations on innovative and important housing resources:
 - Accessory Dwelling Units (ADU) pre-approved designs – Town of Danville
 - Innovative modular ADU design - Modern Empathy
 - Land trusts - Richmond Land
 - Home rehabilitation loans and services – Habitat for Humanity East Bay/Silicon Valley
 - California Rent Relief Program – Employment and Human Services Department
 - Two organizations, Front Porch and Covia, combined to strengthen resources for older adults.
 - New outreach program to help seniors in East County connect with services – East County Project
 - Master Plan for Aging – Area Agency on Aging
 - 211 Homeless Coordinated Entry – Contra Costa Crisis Center
 - Updates on the Eviction Rental Assistance Program – Ensuring Opportunity/Richmond Community Foundation
 - Community planning and design – Place works
- Home Match, a home sharing program, provided monthly program updates to the Housing Workgroup. Home Match developed partnerships with a number of cities including Antioch, Concord, and El Cerrito to help promote the program.

- Housing Workgroup members and organizations advocated for the fair allocation of Measure X resources to address homelessness, lack of affordable housing, Community Land Trust development, and other needs of seniors. Measure X is a 0.5% sales tax passed by Contra Costa voters in 2020.
- Worked with Employment & Human Services Department’s Policy and Planning Division to include latest Census data in the Housing White Paper.

2022 Work Plan

- Work with City Representatives to encourage City Leaders to support and fund the Home Match Program operated and funded by Front Porch [Formerly COVIA] to expand throughout the County.
- Begin work to create a Contra Costa Land Trust to acquire property within the County to create housing that is truly affordable by the low-income County residents and keep that property affordable in perpetuity.
- Continue learning from other nonprofit organizations and government agencies that work directly or indirectly in housing funding, construction, or assistance.
- Complete Housing White Paper and use it with “No Place to Call Home” infographic to outreach to cities, Board of Supervisors, service providers, and the public. Plan a convening to present the White Paper.
- Create a slide deck presentation to highlight senior housing issues and present it to City Representatives and Conference of Mayors.
- Follow-up on the Concord Naval Base development.
- Assist the local Master Plan for Aging steering committee with the implementation of Contra Costa Master Plan for Aging (MPA) housing goals.

Gerald Richards

Housing Workgroup co-Chair

Lenore McDonald

Housing Workgroup co-Chair

HEALTH WORK GROUP REPORT

January – December 2021

HEALTH WORK GROUP ROSTER

- | | |
|------------------------------|-------------------------|
| • Jennifer Doran (Chair) | • Terri Tobey |
| • Susan Frederick (Co-Chair) | • Lenore McDonald (CEI) |
| • Fred Adams | • Nuru Neemuchwalla |
| • Brian O’Toole | • Sara Shafiabady |
| • Nancy Leasure | • Caitlin Sly (MOWDR) |
| • Dennis Yee | • Eric Freitag |

ACTIVITIES

- Held 10 monthly meetings in 2021.
- Education and informational presentations from various speakers throughout the year.
- Workgroup member reports: AARP, Legislation, Dementia/Alzheimer’s Disease, Nursing Homes, Caregiver Resources, Adult Mental Health, and Health Disparities.
- Reviewed and recommended ACOA letters of support for health and aging related legislative bills.

ACCOMPLISHMENTS

- Began exploring with Caitlyn Sly, Director, Meals on Wheels, Diablo Region, on a meals-on-discharge program for Contra Costa Regional Medical Center's post-surgical patients. We will be continuing work on this in the coming year.
- Addressed the complex problems in finding Skilled Nursing Facilities in the county by drafting an informational flyer to assist residents with information on choosing a long-term care home for family member.
- In December, the group reviewed a draft of this flyer to determine format and content.

2022 Work Plan

- The flyer will be distributed to senior centers, libraries, and posted on the ACOA website in early 2022.
- Host a meeting to include all meal delivery and congregate meal providers in county to review services provided, opportunities to improve services and collaborate.
- Reconsider the discharge nutrition project with Public Health and MOWDR.
- Identify issues during the year and plan appropriate action.

Jennifer Doran

Health Workgroup Chair

Susan Frederick

Health Workgroup co-Chair

LEGISLATIVE ADVOCACY WORK GROUP

January – December 2021

LEGISLATIVE WORK GROUP ROSTER

- Shirley Krohn (Co-Chair)
- Jagjit Bhambra
- Nancy Leasure
- Lenore McDonald (CEI)

ACTIVITIES

- Monthly meetings from January to August (meetings recessed September through December 2021) during state legislative session.
- Members identified state & federal bills they would like to follow, research the backgrounds of each proposal and write letters of support or opposition. They may simply recommend that fellow members continue to watch without action as the bills develop.

Accomplishments

- New members briefed on the process for reviewing bills and on the legislative website where they can subscribe to a bill by number, to keep up to date on progress in order to report back to members.
- Several bills were identified and reported on insofar as their status in Sacramento
 - Senate Bill 221, Timely Mental Health Care -Weiner -reviewed to determine if bill includes older adults.
 - AB 14 Internet for All Act of 2021
 - SB 48 Dementia and Alzheimer's

- AB 98 Health Care – Medical Goods, Reuse Redistribution
- Review of and support letters sent: *AB 323 Behavioral Health; AB 540 All Inclusive Care; AB 323 Accountability Long Term Care; AB 523 (PACE); SB 107 Cal Fresh; SB 56 Health4All Seniors.*
- A Legislative Report “CSL Sponsored Bills” was issued each month providing updates on bills the CSL was supporting.

2022 Work Plan

- Engage more ACOA members to participate in this workgroup.
- Continue to meet from January through July to coincide with State Legislative schedule
- Encourage members to attend all meetings even if they do not have a Bill they are supporting.
- Extend invitation to county nonprofits engaged in aging and disabled issues.

Shirley Krohn

Legislative Advocacy Workgroup Chair

TRANSPORTATION WORK GROUP

January – December 2021

(SMAC-Senior Mobility Action Council)

TRANSPORTATION WORK GROUP ROSTER

- | | |
|--|---|
| • Mike Awadalla (Care Patrol) | • Rashida Kamana (County Connection) |
| • Mary Bruns (Chair) | • Shirley Krohn |
| • John Cunningham (Dept. Conservation and Development, Contra Costa Transportation Authority-CCTA) | • Kathryn Monroy (Concord Senior Center) |
| • Jessica Dominguez (CC Behavioral Health) | • Mica McFadden (WestCat) |
| • Zee DeLeon (San Pablo Senior Center) | • Jessica Mosquera (Humana) |
| • Jim Donnelly | • Joanna Pallock (West Contra Costa Transportation Authority) |
| • Peter Engel (CCTA) | • David Pittman (Monument Shuttle) |
| • Meredith Gerhardt (CCC Office of Emergency Services) | • Drennen Shelton (Bay Area Metro) |
| • Ken Gray (Tri Delta) | • Debbie Toth (Choice in Aging) |
| • Dale Harrington | • Lorna Van Ackeren (co-Chair) |
| • Sean Hurley (County Connection) | • Elaine Welch (Mobility Matters) |
| | • Kate Wiley (Orinda Seniors Around Town) |
| | • Ray Zenoni (Mobility Matters) |

ACTIVITIES

- Held nine monthly meetings.
- 2021 Presentations from: Transportation Agencies (WCCTAC, UberWAV, Mobility Matters, Contra Costa Accessible Transportation Strategic Plan, GoGoConcord); Measure X advocates; California’s Master Plan for Aging; California Senior Legislature (CSL); Contra Costa Active Transportation Plan.
- Advocacy for improved transportation for older adults and people with disabilities in Contra Costa.

ACCOMPLISHMENTS

- Provided advocacy for the following- Mobility Management in Contra Costa; city-based transportation programs; increased volunteerism in senior transportation; legislation that supports, preserves, and

encourages senior mobility. Provided leadership and support at conferences, workshops, and committees related to Senior Mobility. Supported CSL legislative agenda.

- Advocated for Measure X funding for the implementation of the Accessible Transportation Strategic plan.
- Researched and investigated trends in transportation that affect older adults and people with disabilities by attending community meetings and trainings which provided information on the Master Plan for Aging, Measure X, CCTA and Regional Transportation Organizations.
- Finalized Transportation Infographic.
- Participated in the Paratransit Coordinating Council and the Regional Mobility Management Group.
- Supported further development of the Master Plan for Aging.
- Provided updates of services for older adults in need of transportation services during pandemic.

2022 Work Plan

To improve transportation services for Contra Costa County, the ACOA Transportation workgroup will work with public agencies, transportation professionals, community-based organizations, and older adults to identify senior transportation issues and resources.

- Provide leadership and support at conferences, workshops, and committees to explore partnerships and collaborations to improve and expand services for Senior Mobility.
- Research and investigate trends in senior transportation services and provide ongoing updates to CC County residents.
- Schedule six presentations in 2022 from transportation service providers and educators in Contra Costa County.
- Participate in the Paratransit Coordinating Council and Regional Transportation Organization meetings.
- Participate in Master Plan for Aging (MPA) local implementation to ensure senior transportation and people with disabilities' issues are addressed.
- Participate in CCC's Accessible Transportation Strategic Plan implementation.
- Perform outreach to new and former members of SMAC.

Mary Bruns

Transportation Workgroup Chair

Elder Abuse Prevention Work Group (EAPWG)

January – December 2021

ELDER ABUSE PREVENTION WORK GROUP ROSTER

- | | |
|-------------------|-----------------------|
| • Marty Aufhauser | • Summer Selleck |
| • Jim Donnelly | • Terri Tobey (Chair) |
| • Candace Evans | • Michael Wener |
| • Jill Kleiner | • Dennis Yee |
| • Gerald Richards | |

ACCOMPLISHMENTS

- Ten monthly meetings. Margueriette Walker, of Adult Protective Services (APS), served as staff assistant to the workgroup.
- Workgroup Duties and Responsibilities document reviewed and revised.

- Identified staff from various agencies involved with elder abuse prevention and invited to make presentations at one of the 10 monthly meetings.
- Elder Abuse Awareness and Prevention power point presentation created with APS for use by workgroup and APS for community outreach. Presented to all ACOA members during Elder Abuse month in June. The comprehensive presentation includes the entire spectrum of elder abuse, i.e. physical, emotional, sexual, financial, etc.
- There was one joint power point elder abuse prevention presentation made to the Rossmoor Financial Forum via zoom. Margueriette Walker, of Adult Protective Services, and Terri Tobey, Chair of the WG, co-presented.

2022 WORK PLAN

- Transition this workgroup to be included in the Health Workgroup.

Terri Tobey

Elder Abuse Prevention Workgroup Chair

Technology Work Group

January – December 2021

Technology WORK GROUP ROSTER

- | | |
|------------------------|--------------------|
| • Steve Lipson (Chair) | • Gail Garrett |
| • Jill Kleiner | • Erin Partridge |
| • Jim Donnelly | • Penny Reed |
| • Kevin Donovan | • Sam Sakai-Miller |
| • Candace Evans | • Sara Shafiabady |

ACTIVITIES:

- Regular Monthly Meetings
- Speakers/Educational Presentations
- Website and Technology Assessment
- Website Edits/Additions/Pruning
- Senior Center Outreach/Multi-county Collaboration

ACOMPLISHMENTS

Removed, updated, and provided new content for the ACOA website/pages.

Designed and implemented a Google Forms-based inputting and updating system for ACOA web site resources (Sam Sakai Miller, Lead).

Began outreach, information gathering, and collaborations to address the digital divide, digital inclusion and social isolation. Relations established with groups: Bay Area Social Services Consortium (BASSC), The Mack Center at UC Berkeley, and the newly formed, Bay Area Digital Inclusion Group, a nine-county coalition examining multiple aspects of technology for older adults.

2022 Work Plan

- Continue to work on the ACOA web site with ongoing recommendations/changes, and new and updated content.
- Work with other ACOA work groups to expand the online content relevant to the ACOA.
- Continue to work with multi-county coalitions to identify technology programs, strategies, and initiatives that can be adapted to the needs of Contra Costa County's older adults.
- Support initiatives and technology programs identified in the Master Plan on Aging and supportive of the MPA/local playbook.
- Support the Area Agency on Aging goals and objectives with respect to technology and reducing social isolation.
- Identify and assist the county in meeting the technology requirements necessary to achieve "Age Friendly" status for the county, as defined by the World Health Organization and the AARP.
- Continue to help older adults better understand and adopt computer and mobile technologies, focused on hardware needs, access to technology, and instruction.

Steve Lipson

Technology Workgroup Chair

Senior Nutrition Project Representative

January – December 2021

- Gail Garrett

ACTIVITIES:

- Home Delivered Meals: Healthy and nutritious meals for seniors and disabled adults.
- Cafe Costa congregate meals: Provide healthy meals and safe, friendly opportunities for older adults to socialize and prevention of isolation.

ACOMPLISHMENTS

We serve nutritionally at-risk senior and disabled adults who have challenges that prevent them from preparing healthy daily meals for themselves. The Senior Nutrition Program continues to provide nutritious daily meals countywide for adults age 60+ and disabled adults. These meals meet 1/3 of the Recommended Daily Allowance (RDA).

Fifteen Cafe Costa congregate meal sites are open for in person dining. Most cafes are serving fewer meals now than pre-pandemic. Frozen meal packs (sets of 5) are still available once weekly for congregate program participants through the end of 2021. Oftentimes the number of frozen recipients exceed the number of in person diners.

The average Meals on Wheels participant in Contra Costa County is 80 years old, lives alone or with a dependent spouse, and has one or more chronic health conditions that prevents them from preparing or shopping for nutritious meals. Most live below the Bay Area basic low income and many must choose among paying for food, medicine, rent or utilities with their meager resources.

A reported an increase in elders residing throughout the County in need of home delivered meals in the beginning and throughout the pandemic. Many are homebound and unable to obtain nutritious daily meals to maintain their health and remain independent in the comfort and security of their own homes. At the beginning of the pandemic, many of the volunteer drivers sheltered in place due to their age. Fortunately, new volunteers stepped in to fill the gap.

2022 Work Plan

- Increase participation and volunteers at all Cafe Costa sites.
- Increase awareness of socialization benefits of participation.
- Raise awareness of cafe sites
- Recruit volunteer drivers to serve homebound elders.

Gail Garrett

Senior Nutrition Project Representative to ACOA

**Advisory Council on Aging
2021 Annual Report**



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 1, 2022

Subject: November 2021 Operations Update of the Employment and Human Services Department, Community Services Bureau

RECOMMENDATION(S):

ACCEPT the November 2021 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communication and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Elaine Burres 608-4960

By: , Deputy

cc:

ATTACHMENTS

CSB Nov 2021 CAO Report

CSB Nov 2021 HS Financials

CSB Nov 2021 EHS Financials

CSB Nov 2021 EHS CCP Financial Report

CSB Nov 2021 Credit Card Report

CSB Nov 2021 CACFP Child Nutrition Report

CSB Nov 2021 LIHEAP


CSB Nov 2021 HS Menu



To: Monica Nino, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Community Services Monthly Report
Date: November 2021

News /Accomplishments

**Aaron Alarcon-
Bowen, PhD**
Director


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Suite 200
Concord, CA
94520


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www.ehsd.org



- CSB staff participated in an all-day staff self-care, team-building, and wellness day on Wednesday, November 17. Staff joined a four-hour virtual training on Culturally Responsive Self-Care Practices for Early Childhood Educators presented by author Julie Kurtz and consultant, Crystal Gourdine. Staff also participated in a hands-on wellness and movement activity to strengthen their relationship with each other, and to build teams that are more effective. Staff also completed the provided journal/workbook entries in an effort to commit to improving self-care and wellness.
- CSB hosted a Fall Health and Nutrition Services Advisory Committee meeting on November 4, 2021. The group welcomed many community agencies to meet Dr. Aaron Alarcon, CSB Executive Director, and to share in a discussion about community health trends.
- The Community Services Bureau (CSB) and the Economic Opportunity Council (EOC) finalized the 2022-2023 Request for Interest (RFI) for Community Services Block Grant (CSBG) funding. Community agencies will be allowed to submit proposals for CSBG funding to support in the following four priority areas: Housing/Shelter, Food/Nutrition, Mental Health Access, and Employment/Job-Training. CSB staff and EHSD Contract and Grants unit analyst will provide an RFI information session for community agencies to attend. The RFI will be remain open until December 20, 2021.
- CSB in collaboration with the EOC held its first Community Services Block Grant (CSBG) partner meeting. Nine partner agencies were in attendance and shared program updates and challenges. Subcontractors and CSB staff shared resources and information on our most vulnerable population. This is a new series of monthly meetings where subcontractors will have the opportunity to share resources and hear from guest speakers. The next CSBG Partner meeting will be in January 2022.
- The Economic Opportunity Council appointed two new members to the board. Sofia Navarro was appointed to represent Supervisor Glover's district on the EOC, and Alison McKee to represent the Private/Non-Profit sector on the EOC. CSB staff and the EOC are excited to begin working closely with Sofia Navarro and Alison McKee to help our most vulnerable residents in the community.

I. Status Updates:

a. Caseloads, workload (all programs)

- o Head Start enrollment: 57.7%
- o Early Head Start enrollment: 92.3%
- o Early Head Start Child Care Partnership enrollment: 74.8%
- o Head Start Average Daily attendance: 75.1%



- o Early Head Start Average Daily attendance: 70.8%
- o Early Head Start Child Care Partnership attendance: 79.7%
- o Stage 2: 322 children
- o CAPP: 468 children
- o Emergency Childcare: 56
 - In total: 846 children
 - Incoming transfers from Stage 1: 3 children
- o LIHEAP: 119 households have been assisted
- o ARPA LIHEAP *: 202 households served
- o Weatherization: 10 households served

b. Staffing:

- o During November, CSB filled one Child Nutrition Assistant position, processed two upgrades from substitute to permanent positions, and filled two temporary upgrades for a Division Manager and Assistant Director positions. For all other vacancies, the Bureau is working through the established process to fill vacancies permanently or by TU with support from EHSD Personnel and HR.

II. Emerging Issues and Hot Topics:

- There are no emerging issues and hot topics to report.

* ARPA LIHEAP is a new contract that was executed in October for clients impacted by COVID-19 with large past due energy bills.

cc: Policy Council Chair, Jasmine Cisneros
 Administration for Children and Families
 Program Specialist, Chris Pflaumer

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

2021 HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2021

AS OF OCTOBER 2021

DESCRIPTION	OCTOBER YTD Actual	Total Budget	Remaining Budget	83% %YTD
a. PERSONNEL	\$ 3,319,386	\$ 4,236,938	\$ 917,552	78%
b. FRINGE BENEFITS	2,149,495	2,898,950	749,455	74%
c. TRAVEL	-	22,060	22,060	0%
d. EQUIPMENT	12,552	30,000	17,448	0%
e. SUPPLIES	258,120	213,000	(45,120)	121%
f. CONTRACTUAL	2,804,095	4,069,324	1,265,229	69%
g. CONSTRUCTION	-	338,440	338,440	0%
h. OTHER	1,287,147	5,545,028	4,257,881	23%
I. TOTAL DIRECT CHARGES	\$ 9,830,794	\$ 17,353,740	\$ 7,522,946	57%
j. INDIRECT COSTS	344,283	805,197	460,914	43%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 10,175,077	\$ 18,158,937	\$ 7,983,860	56%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 2,543,769</i>	<i>\$ 4,402,022</i>	<i>\$ 1,858,252</i>	<i>58%</i>

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU					
2021 HEAD START PROGRAM					
BUDGET PERIOD JANUARY - DECEMBER 2021					
AS OF OCTOBER 2021					
1	2	3	4	5	6
	Actual Oct-21	Total YTD Actual	Total Budget	Remaining Budget	83% % YTD
a. Salaries & Wages (Object Class 6a)					
Permanent 1011	310,308	3,162,633	3,974,656	812,023	80%
Temporary 1013	17,041	156,752	262,282	105,530	60%
a. PERSONNEL (Object class 6a)	327,350	3,319,386	4,236,938	917,552	78%
b. FRINGE BENEFITS (Object Class 6b)					
Fringe Benefits	202,487	2,149,495	2,898,950	749,455	74%
b. FRINGE (Object Class 6b)	202,487	2,149,495	2,898,950	749,455	74%
c. Travel (Object Class 6c)	-	-	-	-	-
HS Staff	-	-	22,060	22,060	-
c. TRAVEL (Object Class 6c)	-	-	22,060	22,060	-
d. EQUIPMENT (Object Class 6d)					
2. Classroom/Outdoor/Home-based/FCC	-	-	15,000	15,000	-
4. Other Equipment	-	12,552	15,000	2,448	12,552
d. EQUIPMENT (Object Class 6d)	-	12,552	30,000	17,448	12,552
e. SUPPLIES (Object Class 6e)					
1. Office Supplies	3,238	62,415	63,000	585	99%
2. Child and Family Services Supplies (Includesclassroom Supplies)	391	54,433	72,000	17,567	76%
4. Other Supplies					
Health and Safety Supplies	-	-	1,000	1,000	0%
Computer Supplies, Software Upgrades, Computer Replacement	64,237	139,858	60,000	(79,858)	233%
Health/Safety Supplies	72	965	2,500	1,535	39%
Mental helath/Diasabilities Supplies	-	-	500	500	
Miscellaneous Supplies	-	3	9,500	9,497	0%
Emergency Supplies	-	-	500	500	0%
Employee Morale	-	445	3,000	2,555	15%
Household Supplies	-	-	1,000	1,000	0%
TOTAL SUPPLIES (6e)	67,939	258,120	213,000	(45,120)	121%
f. CONTRACTUAL (Object Class 6f)					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	8,348	44,964	115,000	70,036	39%
2. Health/Disabilities Services	-	-	-	-	
Health Consultant	5,120	49,640	53,000	3,360	94%
5. Training & Technical Assistance - PA11					
One Solution	-	15,418	15,500	83	99%
Diane Godard	-	8,612	8,700	88	99%
Josephine Lee	-	3,996	4,600	604	87%
St John Maria/Nalo Ayannakai/Tandem/McClendon	-	15,746	15,800	54	100%
7. Delegate Agency Costs					
First Baptist Church Head Start PA22	191,686	1,494,171	2,313,753	819,582	65%
First Baptist Church Head Start PA20	-	-	8,000	8,000	0%
8. Other Contracts					
First Baptist/Fairgrounds Wrap	55,737	204,726	440,161	235,435	47%
First Baptist/Fairgrounds Enhance	33,743	108,829	137,818	28,989	79%
Martinez ECC	11,700	107,940	160,472	52,532	67%
Tiny Toes	7,470	63,701	87,412	23,711	73%
YMCA of the East Bay	56,576	686,352	709,108	22,756	97%
f. CONTRACTUAL (Object Class 6f)	370,380	2,804,095	4,069,324	1,265,229	69%
g. CONSTRUCTION (Object Class 6g)					
1. New Kitchen Facility	-	-	338,440	338,440	0%
g. CONSTRUCTION (6g)	-	-	338,440	338,440	0%
h. OTHER (Object Class 6h)					
2. Bldg Occupancy Costs/Rents & Leases	13,693	214,732	535,000	320,268	40%
(Rents & Leases/Other Income)	-	8,369	-	(8,369)	
4. Utilities, Telephone	2,439	129,269	218,000	88,731	59%
5. Building and Child Liability Insurance	-	2,312	4,100	1,789	56%
6. Bldg. Maintenance/Repair and Other Occupancy	1,486	144,871	267,000	122,129	54%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	2,040	3,939	25,875	21,936	15%
9. Nutrition Services					
Child Nutrition Costs	26,454	138,756	280,000	141,244	50%
(CCFP & USDA Reimbursements)	-	(20,771)	(107,000)	(86,229)	19%
13. Parent Services					
Parent Conference Registration - PA11	-	-	500	500	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	200	200	0%
PC Orientation, Trainings, Materials & Translation - PA11	-	-	500	500	0%
Policy Council Activities	-	-	2,000	2,000	0%
Male Involvement Activities	-	-	500	500	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	10,300	10,300	0%
Child Care/Mileage Reimbursement	-	275	5,500	5,225	5%
14. Accounting & Legal Services					
Auditor Controllers	897	3,173	3,100	(73)	102%
Data Processing/Other Services & Supplies	-	14,915	16,500	1,585	90%
15. Publications/Advertising/Printing					
Outreach/Printing	-	-	1,500	1,500	0%
Recruitment Advertising (Newspaper, Brochures)	-	5,833	6,000	167	97%
16. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC, etc.)	610	8,712	8,800	88	99%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	28,004	119,062	112,684	(6,378)	106%
17. Other					
Site Security Guards	-	5,870	8,000	2,130	73%
Dental/Medical Services	-	-	1,000	1,000	0%
Vehicle Operating/Maintenance & Repair	7,831	87,639	103,600	15,961	85%
Equipment Maintenance Repair & Rental	6,401	64,669	63,500	(1,169)	102%
Dept. of Health and Human Services-data Base (CORD)	833	7,500	10,000	2,500	75%
Other Operating Expenses (Facs Admin/Other admin)	-	88,386	778,169	689,783	11%
Other Departmental Expenses	-	259,635	3,189,700	2,930,065	8%
h. OTHER (6h)	90,688	1,287,147	5,545,028	4,257,881	23%
I. TOTAL DIRECT CHARGES (6a-6h)	1,058,843	9,830,794	17,353,740	7,522,946	57%
j. INDIRECT COSTS	-	344,283	805,197	460,914	43%
k. TOTALS (ALL BUDGET CATEGORIES)	1,058,843	10,175,077	18,158,937	7,983,860	56%
Non-Federal Share (In-kind)	264,711	2,543,769	4,402,022	1,858,252	58%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

2021 EARLY HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2021

AS OF OCTOBER 2021

DESCRIPTION	OCTOBER YTD Actual	Total Budget	Remaining Budget	83% %YTD
a. PERSONNEL	\$ 507,050	\$ 496,100	\$ (10,950)	102%
b. FRINGE BENEFITS	317,750	307,515	(10,235)	103%
c. TRAVEL	-	2,000	2,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	36,295	17,389	(18,906)	209%
f. CONTRACTUAL	1,300,008	1,891,976	591,968	69%
g. CONSTRUCTION	-	514,825	514,825	0%
h. OTHER	394,823	1,114,151	719,328	35%
I. TOTAL DIRECT CHARGES	\$ 2,555,926	\$ 4,343,956	\$ 1,788,030	59%
j. INDIRECT COSTS	49,563	94,292	44,729	53%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 2,605,489	\$ 4,438,248	\$ 1,832,759	59%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 651,372</i>	<i>\$ 969,283</i>	<i>\$ 317,911</i>	<i>67%</i>

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

2021 EARLY HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2021

AS OF OCTOBER 2021

1	2	3	4	5	6
	Actual Oct-21	Total YTD Actual	Total Budget	Remaining Budget	83% % YTD
a. Salaries & Wages (Object Class 6a)					
Permanent 1011	53,014	487,308	478,071	(9,237)	102%
Temporary 1013	3,113	19,742	18,011	(1,731)	110%
a. PERSONNEL (Object class 6a)	56,127	507,050	496,100	(10,950)	102%
b. FRINGE (Object Class 6b)	33,334	317,750	307,515	(10,235)	103%
c. Travel (Object Class 6c)					
1. Out-of-Town Travel	-	-	2,000	2,000	-
c. TRAVEL (Object Class 6c)	-	-	2,000	2,000	-
e. SUPPLIES (Object Class 6e)					
1. Office Supplies	-	14,565	5,000	(9,565)	291%
2. Child and Family Services Supplies (Includesclassroom Supplies	39	11,534	8,000	(3,534)	144%
4. Other Supplies					
Computer Supplies, Software Upgrades, Computer Replacemen	-	9,436	3,500	(5,936)	270%
Health/Safety Supplies	-	-	89	89	0%
Household Supplies	-	759	800	41	95%
TOTAL SUPPLIES (6e)	39	36,295	17,389	(18,906)	209%
f. CONTRACTUAL (Object Class 6f)					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	-	4,160	23,000	18,840	18%
2. Health/Disabilities Services					
Health Consultant	1,280	12,410	14,000	1,590	89%
5. Training & Technical Assistance - PA11					
Leadership Trainings/Seminars/Worshops	-	1,894	2,000	106	95%
Demogtaphic/Data Research	-	4,318	4,580	262	94%
Practice Based Coaching/Classroom Observation	-	3,200	3,200	-	100%
Family Development Credential/Reflective Practice	-	13,120	13,120	-	100%
8. Other Contracts					
First Baptist/Fairgrounds and Lone Tree	19,760	87,840	118,560	30,720	74%
First Baptist/East Leland and Kids Castle	31,200	134,790	187,200	52,410	72%
Aspiranet	69,680	623,100	948,860	325,760	66%
Crossroads	14,560	130,200	193,040	62,840	67%
KinderCare	8,320	49,600	119,840	70,240	41%
Martinez ECC	8,320	79,400	99,840	20,440	80%
YMCA of the East Bay	13,728	155,976	164,736	8,760	95%
f. CONTRACTUAL (Object Class 6f)	166,848	1,300,008	1,891,976	591,968	69%
g. CONSTRUCTION (Object Class 6g)					
1. New Kitchen Facility	-	-	514,825	514,825	0%
g. CONSTRUCTION (6g)	-	-	514,825	514,825	0%
h. OTHER (Object Class 6h)					
1. Depreciation/Use Allowance	-	-	-	-	
2. Bldg Occupancy Costs/Rents & Leases	-	3,345	35,000	31,655	10%
(Rents & Leases/Other Income)	-	-	-	-	
4. Utilities, Telephone	-	1,143	5,000	3,857	23%
5. Building and Child Liability Insurance	-	-	500	500	0%
6. Bldg. Maintenance/Repair and Other Occupancy	-	2,120	5,500	3,380	39%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	-	-	8,000	8,000	0%
13. Parent Services					
Parent Conference Registration - PA11	-	-	3,000	3,000	0%
PC Orientation, Trainings, Materials & Translation - PA11	-	-	4,000	4,000	0%
Policy Council Activities	-	-	1,000	1,000	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	2,000	2,000	0%
Child Care/Mileage Reimbursement	-	34	800	766	4%
14. Accounting & Legal Services					
Auditor Controllers	-	-	300	300	0%
Data Processing/Other Services & Supplies	-	4,926	6,200	1,274	79%
Recruitment Advertising (Newspaper, Brochures)	-	1,458	2,200	742	66%
16. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC,	-	591	1,000	409	59%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	3,375	5,621	50,044	44,423	11%
17. Other					
Site Security Guards	-	55	1,000	945	5%
Vehicle Operating/Maintenance & Repair	378	2,329	12,000	9,671	19%
Equipment Maintenance Repair & Rental	-	300	2,500	2,200	12%
Dept. of Health and Human Services-data Base (CORD)	-	-	1,000	1,000	0%
Other Operating Expenses (Facs Admin/Other admin)	-	7,606	123,107	115,501	6%
Other Departmental Expenses	-	365,295	850,000	484,705	43%
h. OTHER (6h)	3,753	394,823	1,114,151	719,328	35%
i. TOTAL DIRECT CHARGES (6a-6h)	260,101	2,555,926	4,343,956	1,788,030	59%
j. INDIRECT COSTS	-	49,563	94,292	44,729	53%
k. TOTALS (ALL BUDGET CATEGORIES)	260,101	2,605,489	4,438,248	1,832,759	59%
Non-Federal Share (In-kind)	65,025	651,372	969,283	317,911	67%

CONTRA COSTA COUNTY - EHSD COMMUNITY SERVICES BUREAU

EARLY HEAD START - CHILDCARE PARTNERSHIP PROGRAM

BUDGET PERIOD: SEPTEMBER 01, 2020 THROUGH DECEMBER 31, 2021

AS OF OCTOBER 2021

DESCRIPTION	OCTUBRE YTD Actual	Original Budget Sep 20-Dec 21	Remaining Budget Sep-Dec 21	88% Budget % YTD
a. PERSONNEL	1,167,300	1,373,662	206,362	85%
b. FRINGE BENEFITS	731,456	890,603	159,147	82%
c. TRAVEL	-	7,000	7,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	209,506	487,975	278,469	43%
f. CONTRACTUAL	1,433,573	1,601,263	167,690	90%
g. CONSTRUCTION	-	257,035	257,035	0%
h. OTHER	1,899,999	2,809,916	909,917	68%
I. TOTAL DIRECT CHARGES	5,441,834	7,427,454	1,985,620	73%
j. INDIRECT COSTS	234,049	237,960	3,911	98%
k. TOTAL-ALL BUDGET CATEGORIES	5,675,883	7,665,414	1,989,531	74%

Note: Administration for Children and Families (ACF)

CONTRA COSTA COUNTY - EHSD COMMUNITY SERVICES BUREAU
EARLY HEAD START - CHILDCARE PARTNERSHIP PROGRAM
BUDGET PERIOD: SEPTEMBER 01, 2020 THROUGH DECEMBER 31, 2021
AS OF OCTOBER 2021

1	2	3	4	5	6	7	8
	Org. no. 1464	Org. no. 1461	Year-to-date	Total YTD	Total Budget	Remaining	88%
	Oct-21	Oct-21	July 21 to June 22	Mar to Dec 2021		Budget	YTD Percentage
Expenditures							
a. PERSONNEL (Object Class 6a)							
Permanent	52,839.93	7,268.29	266,147	1,157,141	1,246,567	89,426	93%
Temporary	2,911.15	-	4,244	10,159	127,095	116,936	8%
TOTAL PERSONNEL (Object Class 6a)	55,751.08	7,268.29	270,391	1,167,300	1,373,662	206,362	85%
b. FRINGE BENEFITS (Object Class 6b)							
Fringe Benefits	35,184.09	4,816.59	165,843	731,456	890,603	159,147	82%
TOTAL FRINGE BENEFITS (Object Class 6b)	35,184.09	4,816.59	165,843	731,456	890,603	159,147	82%
c. TRAVEL (Object Class 6c)							
1. Staff Out-Of-Town Travel (Training and Technical Assistance)	-	-	-	-	7,000	7,000	0%
TOTAL TRAVEL (Object Class 6c)	-	-	-	-	7,000	7,000	0%
e. SUPPLIES (Object Class 6e)							
1. Office Supplies	498.68	-	11,659	15,598	25,500	9,902	61%
2. Child and Family Services Supplies	29,172.00	-	40,608	111,116	247,185	136,069	45%
3. Other Supplies							
Computer Supplies, Software Upgrades, Replacements, etc.	-	-	5,671	79,531	80,290	759	99%
Miscellaneous Supplies	-	-	-	613	1,500	887	41%
Household Supplies	-	-	-	613	1,500	887	41%
Employees Health and Welfare Costs	-	-	13	13	128,500	128,487	0%
TOTAL SUPPLIES (Object Class 6e)	29,670.68	-	57,952	209,506	487,975	278,469	43%
f. CONTRACTUAL (Object Class 6f)							
1. Adm Svcs (e.g., Legal, Accounting, Temp Help)	-	-	-	2,193	3,000	807	73%
2. Training and Technical Assistance							
Tandem (Training and Technical Assistance)	-	-	-	21,021	21,100	79	100%
Josephine Lee (Training and Technical Assistance)	1,050.00	-	2,863	10,150	10,900	750	93%
Crystal McClelland [Consultation Services] (Training and Technical Assistance)	-	-	-	-	-	-	0%
Susan Rogers FDC Classes [Training and Technical Assistance]	4,873.97	-	4,874	9,987	10,200	213	98%
Ayanirakal Nair [Reflective Supervision Workshops] (Training and Technical Assistance)	1,515.75	-	1,516	25,947	26,000	53	100%
Maria St. John [Reflective Supervision Consultation] (Training and Technical Assistance)	300.00	-	2,025	10,722	11,000	278	97%
Robert Fulmer [Leadership Workshops] (Training and Technical Assistance)	-	-	-	-	1,200	1,200	0%
3. Other Contracts							
Childcare Services: Aspiranet [15 slots @ \$515 for 12 months]	7,800.00	-	23,400	108,375	123,918	15,543	87%
Childcare Services: COCOKids [52 slots @ \$515 for 12 months]	27,040.00	-	54,080	452,829	455,502	2,673	99%
Childcare Services: COCOKids [Loss of Subsidy]	-	-	-	3,239	3,500	261	93%
Childcare Services: COCOKids [Diapers, Formula, Wipes, etc.]	-	-	-	20,123	20,260	137	99%
Childcare Services: COCOKids [Emergency Health/Safety Repairs]	2,210.31	-	2,210	3,381	10,000	6,619	34%
Childcare Services: COCOKids [Professional Development] (Training)	-	-	2,830	11,642	12,000	358	97%
Childcare Services: First Baptist Church [24 slots @ \$515 for 12 months]	24,960.00	-	34,840	110,030	156,269	46,239	70%
Childcare Services: KinderCare [32 slots @ \$515 for 12 months]	16,640.00	-	49,920	205,965	264,358	58,393	78%
Childcare Services: TinyToes Preschool [8 slots @ \$515 for 12 months]	6,735.00	-	10,895	72,878	76,090	3,212	96%
Childcare Services: YMCA [32 slots @ \$630 for 12 months]	20,352.00	-	61,056	329,091	333,466	4,375	99%
Teaching Pyramid	-	-	-	-	55,500	55,500	0%
One Solution Technology [Software License, Data Mgmt, Hosting Svcs]	-	-	36,000	36,000	7,000	(29,000)	514%
TOTAL CONTRACTUAL (Object Class 6f)	113,477.03	-	286,508	1,433,573	1,601,263	167,690	90%
g. CONTRUCTION (Object Class 6G)							
1. Major Renovation-Central Kitchen Facility	-	-	-	-	257,035	257,035	0%
TOTAL CONTRUCTION (Object Class 6G)	-	-	-	-	257,035	257,035	0%
h. OTHER (Object Class 6h)							
1. Rent	1,844.24	-	13,854	23,951	17,260	(6,691)	139%
2. Utilities/Telephone	98.38	78.25	772	8,201	8,900	699	92%
3. Building Maintenance/Repair and Other Occupancy	55,276.43	-	189,377	329,983	772,317	442,334	43%
4. Incidental Alterations/Renovations	-	-	-	25	60,609	60,584	0%
5. Local Travel (57.5 cents per mile effective 1/1/2020)	-	-	243	769	2,100	1,331	37%
6. Parent Services	-	-	-	-	-	-	0%
Parent Activities, Policy Council, and Appreciation (Sites, PC, BOS)	-	-	-	-	1,000	1,000	0%
7. Accounting and Legal Services	-	-	-	-	200	200	0%
Auditor Controllers	-	-	-	-	500	500	0%
Data Processing	-	-	701	2,728	3,700	972	74%
8. Training or Staff Development	-	-	-	-	-	-	0%
Agency Memberships (WIPLI, Meeting Fees, NHSA, NAEYC, etc.) (-	-	-	2,427	2,450	23	99%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA 11 (Train	1,560.82	-	1,561	1,455	11,411	9,956	13%
9. Other	-	-	-	-	-	-	0%
Collaboration with Child Development Program	-	-	26,027	1,407,018	1,606,946	199,928	88%
Vehicle Operating/Maintenance & Repair	530.39	-	2,563	50,201	61,200	10,999	82%
Equipment Maintenance Repair and Rental	-	-	2,172	35,156	39,100	3,944	90%
Electrostatic Cleaning	-	-	-	-	141,523	141,523	0%
Other Operating Expenses (CSD Admin, Fac Mgmt Allocation)	-	-	9,110	38,085	80,700	42,615	47%
TOTAL OTHER (Object Class 6h)	59,310.26	78.25	245,752	1,899,999	2,809,916	909,917	68%
I. TOTAL DIRECT CHARGES (Sum of Line 6a-6h)	293,393	12,163	1,026,446	5,441,834	7,170,419	1,728,585	73%
j. INDIRECT COSTS (19% of Salaries only)	-	-	27,372	234,049	237,960	3,911	98%
k. TOTAL FEDERAL (ALL BUDGET CATEGORIES)	293,393.14	12,163.13	1,053,818	5,675,882	7,665,414	1,989,532	74%

Note: Administration for Children and Families (ACF) approved the non-federal share waiver request for this budget year [Head Start Act Section 640.(b)(4)]. The non-federal share requirement is now \$0 at 0%.

Contra Costa County - EHSD Community Services Bureau
Early Head Start - Childcare Partnership Program
Budget Period: September 01, 2020 through December 31, 2021
As of October 2021 - Period 4

DESCRIPTION	TOTAL REVISED BUDGET	1464	1461	FY 2021-22 GL Balance	TOTAL ACTUAL YTD Org. No. Mar- Dec2021	REMAINING BALANCE	88%
		October 2021 CCC Period 3 10/13/21- 11/12/21	October 2021 CCC Period 3 10/13/21- 11/12/21	ACTUAL YTD July 2021-Mar22 Org. No. 1464/1461			% YTD
a. PERSONNEL (Object Class 6a)							
Permanent	1,246,567	52,839.93	7,268.29	266,146.75	1,157,141	89,426	93%
Temporary	127,095	2,911.15		4,244.00	10,159	116,936	8%
TOTAL PERSONNEL (Object Class 6a)	1,373,662	55,751.08	7,268.29	270,390.75	1,167,300	206,362	85%
b. FRINGE BENEFITS (Object Class 6b)							
Fringe_Benefits	890,603	35,184.09	4,816.59	165,843.39	731,456	159,147	82%
TOTAL FRINGE BENEFITS (Object Class 6b)	890,603	35,184.09	4,816.59	165,843.39	731,456	159,147	82%
c. TRAVEL (Object Class 6c)							
1. Staff Out-Of-Town Travel (Training and Technical Assistance)	7,000			-	-	7,000	0%
TOTAL TRAVEL (Object Class 6c)	7,000	-	-	-	-	7,000	0%
e. SUPPLIES (Object Class 6e)							
1. Office_Supplies	25,500	498.68		11,659.26	15,598	9,902	61%
2. Child_and_Family_Services_Supplies	247,185	29,172.00		40,608.06	111,116	136,069	45%
3. Other Supplies	-			-	-	-	
Computer_Supplies,_Software_Upgrades,_Replacemens,_etc.	80,290			5,671.20	79,531	759	99%
Miscellaneous_Supplies	1,500			-	613	887	41%
Household_Supplies-Diswashers	128,500			13.43	13	128,487	0%
Employees health and Welfare Costs	5,000			-	2,634	2,366	53%
TOTAL SUPPLIES (Object Class 6e)	487,975	29,670.68	-	57,952	209,506	278,469	43%
f. CONTRACTUAL (Object Class 6f)							
1. Adm_Svcs_(e.g.,_Legal,_Accounting,_Temp_Help)	3,000			-	2,193	807	73%
2. Training and Technical Assistance	-			-	-	-	
Tandem_(Training_and_Technical_Assistance)	21,100			-	21,021	79	100%
Josephine_Lee_(Training_and_Technical_Assistance)	10,900	1,050.00		2,862.50	10,150	750	93%
Susan_Rogers_[FDC_Classes]	10,200	4,873.97		4,873.97	9,987	213	98%
Ayannakai_Nalo_[Reflective_Supervision_Workshops]	26,000	1,515.75		1,515.75	25,947	53	100%
Maria_St._John_[Reflective_Supervision_Consultation]	11,000	300.00		2,025.00	10,722	278	97%
Robert_Huffman_[Leadership_Workshops]	1,200			-	-	1,200	0%

Contra Costa County - EHSD Community Services Bureau
 Early Head Start - Childcare Partnership Program
 Budget Period: September 01, 2020 through December 31, 2021
 As of October 2021 - Period 4

DESCRIPTION	TOTAL REVISED BUDGET	1464	1461	FY 2021-22 GL Balance	TOTAL ACTUAL YTD Org. No. Mar- Dec2021	REMAINING BALANCE	88%
		October 2021 CCC Period 3 10/13/21- 11/12/21	October 2021 CCC Period 3 10/13/21- 11/12/21	ACTUAL YTD July 2021-Mar22 Org. No. 1464/1461			% YTD
3. Other Contracts	-			-	-	-	
Childcare_Services:_Aspiranet_[15_slots_]	123,918	7,800.00		23,400.00	108,375	15,543	87%
Childcare_Services:_COCOKids_[52_slots]	455,502	27,040.00		54,080.00	452,829	2,673	99%
Childcare_Services:_COCOKids_[Loss_of_Subsidy]	3,500			-	3,239	261	93%
Childcare_Services:_COCOKids_[Diapers,_Formula,_Wipes,_etc.]	20,260			-	20,123	137	99%
Childcare_Services:_COCOKids_[Emergency_Health/Safety_Repairs]	10,000	2,210.31		2,210.31	3,381	6,619	34%
Childcare_Services:_COCOKids_[Professional_Development]_	12,000			2,829.51	11,642	358	97%
Childcare_Services:_First_Baptist_Church_[24_slots]	156,269	24,960.00		34,840.00	110,030	46,239	70%
Childcare_Services:_KinderCare_[32_slots]	264,358	16,640.00		49,920.00	205,965	58,393	78%
Childcare_Services:_TinyToes_Preschool_[8_slots]	76,090	6,735.00		10,895.00	72,878	3,212	96%
Childcare_Services:_YMCA_[32_slots_@_\$630_for_12_months]	333,466	20,352.00		61,056.00	329,091	4,375	99%
Teaching Pyramid	55,500			-	-	55,500	0%
One_Solution_Technology_[Software_License,_Data_Mgmt,_Hosting_Svcs]	7,000			36,000.00	36,000	(29,000)	514%
TOTAL CONTRACTUAL (Object Class 6f)	1,601,263	113,477.03	-	286,508.04	1,433,573	167,690	90%
g. CONTRUCTION (Object Class 6G)							
1. Major Renovation-Central Kitchen Facility	257,035			-	-	257,035	0%
TOTAL CONTRUCTION (Object Class 6G)	257,035	-	-	-	-	257,035	0%
h. OTHER (Object Class 6h)							
1._Rent	17,260	1,844.24		13,853.60	23,951	(6,691)	139%
2._Utilities/Telephone	8,900	98.38	78.25	772.13	8,201	699	92%
3._Building_Maintenance/Repair_and_Other_Occupancy	772,317	55,276.43		189,377.21	329,983	442,334	43%
4. Incidental Alterations/Renovations	60,609			-	25	60,584	0%
5._Local_Travel_(57.5_cents_per_mile_effective_1/1/2020)	2,100			243.04	769	1,331	37%
6. Parent Services	-			-	-	-	
Parent_Activities,_Policy_Council,_and_Appreciation_(Sites,_PC,_BOS_lu ncheon_(including_food_and_venue)_(Training_and_Technical_Assistanc	1,000			-	-	1,000	0%
7. Accounting and Legal Services	200			-	-	200	0%
Auditor_Controller	500			-	-	500	0%
Data_Processing	3,700			701.04	2,728	972	74%
8. Training or Staff Development	-			-	-	-	
Agency_Memberships_(WIPLI,_Meeting_Fees,_NHSA,_NAEYC,_etc.)_	2,450			-	2,427	23	99%
Staff_Trainings/Dev._Conf._Registrations/Memberships_-_PA_11_(Trai	11,411	1,560.82		1,560.82	1,455	9,956	13%
9. Other	-			-	-	-	
Collaboration_with_Child_Development_Program	1,606,946			26,026.86	1,407,018	199,928	88%
Vehicle_Operating/Maintenance_&_Repair	61,200	530.39		2,563.43	50,201	10,999	82%
Equipment_Maintenance_Repair_and_Rental	39,100			2,172.05	35,156	3,944	90%
Electrostatic_Cleaning	141,523				-	141,523	0%
Other_Operating_Expenses_(CSD_Admin,_Fac_Mgmt_Allocation)	80,700			9,109.59	38,085	42,615	47%
TOTAL OTHER (Object Class 6h)	2,809,916	59,310.26	78.25	245,751.92	1,899,999	909,917	68%
I. TOTAL DIRECT CHARGES (Sum of Line 6a-6h)	7,427,454	293,393	12,163	1,026,446	5,441,834	1,985,620	73%
j. INDIRECT COSTS (19% of Salaries only)	237,960			27,372.35	234,049	3,911	98%
k. TOTAL FEDERAL (ALL BUDGET CATEGORIES)	7,665,414	293,393.14	12,163.13	1,053,818.40	5,675,882	1,989,532	74%

Drawdown 305,556.27

Personnel Proj.Surplus(deficit) 365,509
 Other Proj.Surplus (deficit) 1,624,022
Net Proj. Surplus (deficit) 1,989,532

COMMUNITY SERVICES BUREAU
SUMMARY CREDIT CARD EXPENDITURE
October 2021

Stat. Date	Amount	Program	Purpose/Description
10/22/21	\$111.90	Indirect Admin Costs	Office Exp
10/22/21	\$2.63	Indirect Admin Costs	Office Exp
10/22/21	\$120.66	HS Basic Grant	Office Exp
10/22/21	\$7.60	Lavonia Allen Site Costs	Office Exp
	\$242.79		
10/22/21	\$461.51	HS Basic Grant	Books, Periodicals
10/22/21	\$76.72	HS CARES COVID-19	Books, Periodicals
	\$538.23		
10/22/21	\$2,694.07	Child Care Svs Program	Minor Furniture/Equipment
10/22/21	\$85.48	Child Care Svs Program	Minor Furniture/Equipment
10/22/21	\$557.54	HS Basic Grant	Minor Furniture/Equipment
10/22/21	\$285.20	EHS-Child Care Partnership #2	Minor Furniture/Equipment
10/22/21	\$96.15	Balboa Site Costs	Minor Furniture/Equipment
10/22/21	\$108.37	Facilities	Minor Furniture/Equipment
10/22/21	\$85.48	Facilities	Minor Furniture/Equipment
	\$3,912.29		
10/22/21	\$407.81	Child Nutrition Food Services	Food
	\$407.81		
10/22/21	\$1,103.84	EHS-Child Care Partnership #2	Clothing & Personal Suppl
	\$1,103.84		
10/22/21	\$235.13	HS Basic Grant	Other Travel Employees
10/22/21	\$235.13	Head Start T & TA	Other Travel Employees
	\$470.26		
10/22/21	\$400.00	Comm. Svc Block Grant	Training & Registration
10/22/21	\$1,445.00	HS Basic Grant	Training & Registration
10/22/21	\$165.00	Head Start T & TA	Training & Registration
10/22/21	\$446.60	Head Start T & TA	Training & Registration
10/22/21	\$598.00	Head Start T & TA	Training & Registration
10/22/21	\$191.40	EHS T & TA	Training & Registration
10/22/21	\$299.00	EHS-Child Care Partnership #2	Training & Registration
	\$3,545.00		
10/22/21	\$273.33	HS Basic Grant	Educational Supplies
10/22/21	\$48.84	HS CARES COVID-19	Educational Supplies
10/22/21	\$273.33	EHS Basis Grant	Educational Supplies
10/22/21	\$273.34	EHS-Child Care Partnership #2	Educational Supplies
10/22/21	\$410.80	EHS-Child Care Partnership #2	Educational Supplies
	\$1,279.64		
10/22/21	\$25.00	HS Basic Grant	Other Special Dpmtal Exp
	\$25.00		
Total	\$11,524.86		

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU
CHILD NUTRITION FOOD SERVICES
CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
FY 2021-2022

Month covered	2021 Oct-21
Approved sites operated this month	13
Number of days meals served this month	21
Average daily participation	310
Child Care Center Meals Served:	
Breakfast	5,447
Lunch	6,508
Supplements	4,061
Total Number of Meals Served	16,016
Claim Reimbursement Total	\$47,778

CAO Report
Low-Income Home Energy Assistance
Community Services Block Grant
Year-to-Date Expenditures
As of October 31, 2021

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
1) CONTRACT NO. 20B-2005 / Term: Oct. 1, 2019 through Dec. 31, 2021				
2020 LIHEAP WX	1,280,226	(1,280,097)	129	100%
2020 EHA-16	1,132,577	(934,706)	197,871	83%
2020 UTILITY ASSISTANCE (UA)	2,466,877	(2,469,656)	-2,779	100%
TOTAL 2020 LIHEAP CONTRACT	4,879,680	(4,684,459)	195,221	96%

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
2) CONTRACT NO. 20U-2554 / Term: Jul. 1, 2020 - Dec 21, 2021				
2020 CARES EHA-16	387,634	(201,360)	186,274	52%
2020 CARES UTILITY ASSISTANCE (UA)	727,903	(727,903)	0	100%
TOTAL 2020 LIHEAP CARES ACT CONTRACT	1,115,537	(929,263)	186,274	83%




	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
3) CONTRACT NO. 21F-4007 / Term: Jan. 1, 2021 - May 31, 2022				
2021 CSBG CAA	876,852	(400,213)	476,639	46%
TOTAL 2021 CSBG CONTRACT	876,852	(400,213)	476,639	46%

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
4) CONTRACT NO. 21B-5005 / Term: November 1, 2020 - June 30, 2022				
2021 EHA-16	1,028,290	(439,074)	589,216	43%
*2021 LIHEAP WX	1,162,508	(737,989)	424,519	63%
2021 LIHEAP UTILITY ASSISTANCE (UA)	2,241,528	(1,965,504)	276,024	88%
TOTAL 2021 LIHEAP CONTRACT	4,432,326	(3,142,567)	1,289,759	71%

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
5) CONTRACT NO. 20F-3007 / Term: Jan. 1, 2020 - May 31, 2021				
2020 CSBG CAA	876,852	(876,852)	0	100%
2020 CSBG DISCRETIONARY	32,000	(32,000)	0	100%
TOTAL 2020 CSBG CONTRACT	908,852	(908,852)	0	100%

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
6) CONTRACT NO. 20F-3646 / Term: Mar. 27, 2020 - May 31, 2022				
2020 CSBG CARES CAA	1,189,181	(386,227)	802,954	32%
2020 CSBG CARES CAA DISCRETIONARY	40,370	0	0	0%
TOTAL 2020 CSBG CARES CONTRACT	1,189,181	(386,227)	802,954	32%

November 2021 – COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 BREAKFAST 1 ea. Fresh Banana ½ c. + Cheerios LUNCH ½ c. EGG SALAD (egg, relish, red onion, eggless mayo, apple cider vinegar, celery) ¼ c. Roasted Broccoli Florets ¼ c. Diced Peaches ½ ea. + Wheat Roll PM SNACK 1 ea. Fresh Apple 1 tbsp. Sunbutter	2 BREAKFAST 1 ea. Fresh Orange ½ ea. + Bagel/Mango Cream Cheese LUNCH ½ ea. + TURKEY SANDWICH Eggless Mayo & Mustard Dressing ¼ c. Green Leaf Lettuce, ½ c. Tomato Slice ½ ea. Fresh Pear ½ sl. + Pullman Bread PM SNACK ½ c. Fruit Salad (strawberries, honeydew, pineapple) ¼ c. Plain Yogurt	3 BREAKFAST ½ c. Fresh Blackberries ¼ c. + Cream of Rice LUNCH ½ c. RED POZOLE SOUP (diced chicken, tomato paste, hominy) ¼ c. Shredded Cabbage & Cilantro ¼ c. Mango Chunk 1 ea. + Blue Corn Tortilla PM SNACK ½ c. Black Bean Dip 1 pkg. + Cheese Crackers	4 BREAKFAST 1 ea. Fresh Banana ¾ c. + Cinnamon Oatmeal & Raisins LUNCH ½ c. BLACK BEAN FIESTA (yam, black beans, cilantro, lemon) ¼ c. Rainbow Coleslaw (eggless mayo) ½ ea. Fresh Apple 1 sq. + Homemade Mexicali Cornbread PM SNACK 5 ea. + Corn Tortilla Chips/Pico De Gallo ½ c. 1% Milk	5 BREAKFAST 1 ea. Fresh Orange ½ ea. + Homemade Blueberry Waffle LUNCH 1 ½ c. CHICKEN NOODLE SOUP (onion, potato, kale, kidney beans, diced chicken, + wheat pasta) ¼ c. Cucumber Sticks 1 ea. Fresh Persimmon PM SNACK ½ c. Banana Pudding (banana, yogurt, vanilla) 1 pkg. Graham Crackers
8 BREAKFAST ½ c. Pineapple Tidbits ½ c. + Cornflakes LUNCH ½ ea. SUNBUTTER & JELLY SANDWICH 1 ea. Cheese Stick ¼ c. Carrot Sticks ½ ea. Fresh Apple 1 sl. + Pullman Bread PM SNACK 1 pkg. Graham Crackers ½ c. 1% Milk	9 BREAKFAST 1 ea. Fresh Kiwi ¾ c. + Kix Cereal LUNCH ¾ ea. BEEF MOLE (mole paste, vegetable stock, diced beef) ¼ c. Broccoli Florets/Ranch Dressing ½ ea. Asian Pear ¼ c. + Spanish Rice PM SNACK 1 sl. Fresh Honeydew ½ c. 1% Milk	10 BREAKFAST 1 ea. Fresh Banana ½ c. + Rice Krispy LUNCH CHICKEN TACOS ALPASTOR 1 ½ ozs. Diced Chicken ½ c. Cilantro w/Onion ½ c. Diced Tomatoes ¼ c. Mango Chunks 2 ea. + Mini Corn Tortilla PM SNACK 1 ea. Fresh Pear ¾ c. Blueberry Yogurt Dip	11 	12 BREAKFAST ½ c. Peach Chunks 1 sq. + A – Z Bread LUNCH 1 c. + * CHICKEN CHILAQUILES WITH CORN TORTILLA CHIPS & SPINACH ¼ c. Fresh Strawberries PM SNACK ½ c. Cottage Cheese ½ c. Roasted Sweet Potato Sticks
15 BREAKFAST ½ c. Fresh Raspberries ½ c. + Bran Cereal LUNCH BEAN VEGGIE TACOS ¾ c. Seasoned Pinto Beans ½ c. Avocado Puree ½ c. Pickled Red Onions 1 ea. Fresh Kiwi 2 ea. + Mini Corn Tortilla PM SNACK 1 ea. Hard Boiled Egg 1 ea. Fresh Persimmon	16 BREAKFAST ½ c. Fresh Strawberries ½ ea. + Homemade Belgian Waffle/ 2 tbsp Fruit Jelly LUNCH 1 ea. BBQ CHICKEN LEG ¼ c. Cucumber sticks/Ranch Dressing ½ ea. Fresh Red Pear ¾ c. + Wheat Pasta Salad (celery, red onion, eggless mayo, apple cider vinegar, salt, pepper) PM SNACK 1 pkg. Scooby Doo Graham Crackers ½ c. 1% Milk	17 Professional Development Day	18 BREAKFAST ½ c. Mixed Berries (raspberry, blackberry, strawberry) ½ c. + Homemade Granola ¼ c. Plain Yogurt LUNCH CRISPY BLACKENED TOFU TACO 1 ½ ozs. Crispy Blackened Tofu ½ c. Guacamole (avocado, lemon juice, onion, tomato, cilantro) ½ c. Shredded Red Cabbage ½ ea. Fresh Orange 2 ea. + Mini Corn Tortilla PM SNACK 2 pkgs. + Wheatworth Crackers/Hummus ½ c. 1% Milk	19 BREAKFAST 1 ea. Fresh Banana 1 ea. Banana Pancake LUNCH 1 ea. KALUA CHICKEN (smoked chicken leg, salt, pepper, banana leaf) ¾ c. Tofu Lomi Lomi (tomato, onion, green onion, diced tofu, salt, pepper, paprika) ½ ea. Fresh Pear ¼ c. + Spanish Rice PM SNACK 1 pkg. + Fish Crackers ½ c. 1% Milk
22 BREAKFAST 1 ea. Fresh Orange ¾ c. + Kix Cereal LUNCH 1 ea. BAJA BEAN WRAP ¼ c. Fresh Jicama Sticks ¼ c. Fresh Papaya 1 ea. + Wheat Tortilla PM SNACK 2 tbsp. Sunbutter 1 pkg. Graham Crackers	23 BREAKFAST ½ c. Fresh Raspberries 1 ea. + Blueberry Muffin Square LUNCH ½ c. TUNA SALAD (eggless mayo) ¼ c. Roasted Cauliflower Florets ½ ea. Fresh Pink Lady Apple ½ ea. + Pita Bread PM SNACK ¼ c. Plain Yogurt ½ c. Diced Cantaloupe	24 BREAKFAST ½ c. Fresh Strawberries 1 ea. + Cinnamon Apple Pancakes LUNCH 1 ½ ozs. HERB ROASTED TURKEY BREAST ¼ c. Pumpkin & Yam Mash ½ ea. Fresh Pear ¼ c. + Corn Bread Dressing (toasted corn bread, veggie stock, cranberries, carrots, celery, onion, garlic, thyme, ground sunflower seeds) PM SNACK Early Closure	25 	26
29 BREAKFAST 1 ea. Fresh Orange ½ ea. + Bagel /Cream Cheese & Strawberries LUNCH 1 ea. SPANISH TORTILLA (egg, onion, potato, bell pepper, light half & half) ¼ c. Roasted Romasneco ½ ea. Fresh Apple ½ ea. + English Muffin PM SNACK - Fruit Sunbutter Stack 1 tbsp. Sunbutter ½ ea. Fresh Banana 1 pkg. + Graham Crackers	30 BREAKFAST ½ c. Diced Peaches ¾ c. + Kix Cereal LUNCH ½ c. CHEESE BURGER PASTA (+ pasta, onion, tomato, beef, cheddar cheese) ¼ c. Roasted Cauliflower Florets ½ ea. Fresh Pink Lady Apple PM SNACK ¼ c. Plain Yogurt ½ c. Diced Honeydew		ALL BREAKFAST & LUNCH SERVED WITH 1% MILK *Indicates vegetable included in main dish + Indicates Whole Grain Rich WATER IS OFFERED THROUGHOUT THE DAY	



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 1, 2022

Subject: Clarification of Board Action of September 21, 2021, Item Number C. 36

RECOMMENDATION(S):

APPROVE correction of Board action of September 21, 2021 (Item number [C.36](#)) which approved and authorized the Employment and Human Services Department, or designee, on behalf of In-Home Supportive Services, Public Authority to execute a contract with CareAcademy.co, Inc. (CareAcademy) in the amount of \$889 for a subscription agreement for on-line caregiver education, to change the payment limit from \$889 to \$10,659 with no change in the term October 1, 2021 through December 31, 2022.

FISCAL IMPACT:

\$10,659. The clarification of board action for September 21, 2021, Item number C.36, will change the payment limit from \$889 to \$10,659. (100% State)

BACKGROUND:

Through a subscription agreement with the Employment and Human Services Department (EHSD) on behalf of the In-Home Supportive Services Public Authority, access to the CareAcademy training website will be provided to users. The website services are for on-line education videos and training services to providers, caregivers, and consumers to elevate home care to improve client and customer outcomes. In-Home Supportive Services Public Authority will notify caregivers and consumers of the availability of the website and access information.

The Board action is required to correct an incorrect total payment amount identified in the Board action on September 21, 2021 (

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Elaine Burres, (925) 608-4960

By: , Deputy

cc:

BACKGROUND: (CONT'D)

C.36). Due to the mistaken monthly amount reflected as the annual amount, this resulted in the miscalculation identified in the Board action of a total contract payment amount of \$889 instead of \$10,659.

CONSEQUENCE OF NEGATIVE ACTION:

There will be insufficient funding to support the website services of CareAcademy to providers, caregivers, and consumers.



Contra
Costa
County

To: Board of Supervisors
From: Karen Caoile, Director of Risk Management
Date: February 1, 2022

Subject: 2021 EEO Outreach and Recruitment Report

RECOMMENDATION(S):

ACCEPT the Equal Employment Opportunity Annual 2020-2021 Outreach and Recruitment Report.

FISCAL IMPACT:

None

BACKGROUND:

In April of 2014, the County Administrator's Office created the Recruitment Opportunities Work Group consisting of representatives from the Human Resources Department, the Office of the County Counsel, and the Equal Employment Opportunity Office. The Work Group successfully researched and developed more robust and engaging outreach and recruitment strategies for underrepresented groups within the community. The goal is to promote equal employment opportunities, diversity, and equity within our workforce.

CONSEQUENCE OF NEGATIVE ACTION:

Departments will not be able to recruit members of underrepresented groups to apply for vacant positions to help diversify the applicant pool.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Antoine Wilson 1-925-335-1455

By: , Deputy

cc:

ATTACHMENTS

2020-2021 Outreach and Recruitment
Report

CONTRA COSTA COUNTY



OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY 2020-2021 OUTREACH REPORT AND RECRUITMENT PLANS

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EXECUTIVE SUMMARY

The purpose of this Equal Employment Opportunity (EEO) Plan is to insure full and equal participation of men and women regardless of gender and race/ethnicity in the workforce. The Office of Equal Employment Opportunity is responsible for assessing Contra Costa County's (the County) workforce and analyzing underrepresentation within it. We distribute the plan findings to each department and help them develop and disseminate outreach and recruitment plans for the following year. Our goals are to reach qualified underrepresented groups to apply for vacancies where deficiencies are identified and to diversify our applicant pools and workforce.

In order to determine underrepresentation, EEO performs a demographics analysis of the County's workforce, which is known as benchmarking. Benchmarking is one tool used for achieving workforce diversity and involves analyzing the demographic make-up of the County over a specific period to determine the overall diversity of our workforce. This is the function of this report as it provides statistical analyses of the County's progress toward employing a workforce that represents all racial/ethnic groups and genders in proportion to their availability in the relevant civilian labor force.

EEO conducts underrepresentation analysis by race/ethnicity and gender as defined by the occupational categories within each department. An occupational category is a broad grouping of job classes, which require similar levels of skill and training. EEO compares the County's workforce to the local labor market data which is compiled by the United States Department of the Census Bureau (Census) using the Equal Employment Opportunity Tabulation (EEO Tabulation). The EEO Tabulation is a benchmark for comparing the gender and racial makeup of an organization's workforce.

The analysis relies on subtraction: the percentage of employees in the business's workforce in a particular job category, cross-classified by race, national origin and sex, minus the percentage of workers in the same job category in the relevant labor market, also cross classified by race, national origin and sex.

Once each department's workforce has been analyzed, EEO will assist them in developing the departmental plans. This includes researching best practices, compiling and analyzing data, and designing, scheduling, and conducting training sessions to create comprehensive and effective plans. A successful EEO Plan is not based on quotas but rather involves a commitment to equal employment opportunity, self-analysis, transparency and the identification and removal of barriers.

As of December 31, 2020, Contra Costa County employed 9223 employees. Each department with underrepresentation of 10% or more in the gender and race/ethnicity¹ categories are required to create a strategic outreach and recruitment plan, which addresses the identified deficiencies in each occupational group.

¹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably

BACKGROUND

In April of 2014, the Human Resources (HR) Department convened a Recruitment Opportunities Work Group consisting of representatives from the Human Resources Department, Office of the County Counsel, and the Office of Equal Employment Opportunity (EEO). The County Administrator tasked the group with establishing a post-Consent Decree framework to ensure that the County's workforce reflected the demographics of the communities we serve. Outreach was created to explore new and innovative ways to reach people who are underrepresented in the County's workforce. The goal is to provide equal employment opportunities for all qualified persons seeking employment with the County and special districts governed by the Board of Supervisors.

On July 1, 2015, the County implemented its outreach and recruitment plans for Fiscal Year (FY) 15-16. The goals of the plans are to promote equity and inclusion throughout the County's workforce. County departments along with EEO were instructed to conduct strategic outreach and recruitment efforts, which were specifically designed to reach qualified under-represented groups within the constituents we serve.

METHODOLOGY

In order to determine under-representation in each department, the EEO Officer annually compares the County's workforce data to the availability of qualified people who reside in the local labor market and who are 16 years old or older. The County's workforce data within this report is derived from employment records from the Human Resources database. The local labor market data is compiled by the 2014-2018 United States Department of the Census Bureau (Census) using the Equal Employment Opportunity Tabulation (EEO Tabulation), which is a benchmark for comparing the gender and racial makeup of an organization's workforce.

The EEO Tabulation is sponsored by four Federal agencies consisting of the Equal Employment Opportunity Commission (EEOC), the Employment Litigation Section of the Civil Rights Division at the Department of Justice (DOJ), the Office of Federal Contract Compliance Programs (OFCCP) at the Department of Labor, and the Office of Personnel Management (OPM). The most recent EEO Tabulation was released on March 1, 2021 and it examines labor force diversity using Census data. It is produced for federal agencies and state and local governments responsible for monitoring employment practices and enforcing civil rights laws for the workforce.

The current reporting format involves the use of statistical data to determine underrepresentation within each County department. EEO conducted utilization analysis by race and gender as defined by the occupational categories within each department. An occupational category is a broad grouping of job classes, which require similar levels of skill and training. The occupational categories listed in the report were obtained by cross referencing with the US Census Bureau, the Department of Labor and the Equal Employment Opportunity Commission. The following is a list of the occupational categories and definitions used to complete the analysis for this EEO Plan:

- **Officials/Managers** – Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments. This category includes titles such as department heads, directors, deputy directors, etc.

- **Professionals** – Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experiences and other training which provides comparable knowledge. Includes: accountants, personnel and labor relations workers, police and fire captains and lieutenants.
- **Technicians** – Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, drafters, survey and mapping technicians, radio operators, technicians, police and fire sergeants, inspectors, first-line supervisors.
- **Protective Services: Sworn** – Occupations in which sworn workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters.
- **Protective Services: Non-sworn** – Occupations in which workers provide assistance, guidance, or protection in a specific area. Includes: animal control workers, crossing guards, lifeguards, and other protective service workers.
- **Administrative Support** – Occupations in which workers are responsible for internal and external communications, recording and retrieval of data and/or information and other paperwork required in an office. Includes: customer service, payroll clerks, meter readers, dispatchers, secretaries, receptionists, etc.
- **Skilled Craft** – Occupations in which workers perform duties which require manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics, equipment operators, highway maintenance workers, first-line supervisors of mechanics and other skilled crafts people.
- **Service Maintenance** – Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Includes: groundskeepers, sewer workers, garage laborers, custodial person.

TOTAL COUNTY WORKFORCE

As of December 31, 2020, the County employed 9,223 employees. Representation rates, which are presented in percentages, are estimated indicators of whether or not a particular racial/ethnic or gender group is represented at a level comparable to the group's existence in the local labor market. Once underrepresentation has been identified, the departments provide steps they will take to assist in increasing the applicant flow of diverse qualified individuals for the underrepresented group(s) through outreach. The County's job classes are determined by HR and assigned to an occupational category based upon the United States Census Bureau's definitions of them.

The analysis relies on subtraction: the percentage of employees in the business's workforce in a particular job category, cross-classified by race, ethnicity and sex, minus the percentage of workers in

the same job category in the relevant labor market, also cross classified by race, ethnicity and sex². For example, if the business's workforce analysis chart shows 20 percent Asian males in the Professionals job category, and if the community labor statistics table shows that in the relevant labor market, 40 percent of Professionals are Asian males, then the business is underusing Asian males in the job category by 20 percent. Below is the data chart for the County's gender employment demographics as of December 31, 2020, which reveals the analysis and underrepresentation as mentioned above.

CONTRA COSTA COUNTY
2020 OUTREACH AND RECRUITMENT DATA
9223 EMPLOYEES
GENDER

Demographics By Gender	Total Department Workforce/ Countywide Population	Male (%)	Female (%)
Officials and Administrators			
County Workforce	337	35	65
Census Data	X	58/49	42/51
Underrepresentation	X	-23/-14 ³	X/X
Professionals			
County Workforce	3363	30	70
Census Data	X	47/49	53/51
Underrepresentation	X	-17/-19	X/X
Technicians			
County Workforce	998	41	59
Census Data	X	51/49	49/51
Underrepresentation	X	-10/-8	X/X
Administrative Support			
County Workforce	3081	16	84
Census Data	X	38/49	62/51
Underrepresentation	X	-22/-33	X/X
Service Maintenance			
County Workforce	332	66	34
Census Data	X	57/49	43/51
Underrepresentation	X	X/X	-9/-17
Skilled Craft			
County Workforce	80	98	2
Census Data	X	94/49	6/51
Underrepresentation	X	X/X	-4/-49
Protective Services (Sworn)			
County Workforce	814	81	19
Census Data	X	77/49	23/51
Underrepresentation	X	X/X	-4/-32
Protective Services (Non-Sworn)			
County Workforce	218	61	39
Census Data	X	58/49	42/51
Underrepresentation	X	X/X	-3/-12

² As defined by the Department Of Justice Office of Justice Programs Equal Employment Opportunity Plans

³ These numbers are broken into two separate categories. The first number represents the Census data for eligible people who reside in Contra Costa County, are 16 years or older and who are working or looking for work. The second number represents the total population for Contra Costa County

The departments are required to reach out to individuals depending on where their underrepresentation exists. Each racial/ethnic and gender category is separate from the other and requires departments to outreach to all groups where it has been determined that low representation exists. As the County's EEO Officer, I am responsible for conducting outreach efforts to community-based organizations (cbos). The outreach efforts place an emphasis on attracting underrepresented groups within the County's workforce through ongoing marketing and recruitment efforts.

2020 CONTRA COSTA COUNTY WORKFORCE ANALYSIS BY GENDER RACE/ETHNICITY AND OCCUPATIONAL CATEGORY

	Officials and Administrators 337 employees	Professionals 3363 Employees	Administrative Support 3081 Employees	Protective Service Workers (Sworn) 814 Employees	Protective Service Workers (Non- Sworn) 218 Employees	Service Maintenance 332 Employees	Skilled Craft 80 Employees	Technicians 998 Employees
White Males	23%	16%	7%	52%	27%	19%	59%	20%
White Females	35%	27%	29%	10%	11%	10%	3%	17%
Black Males	3%	3%	2%	6%	17%	13%	8%	3%
Black Females	11%	11%	16%	3%	11%	4%	0%	11%
Hispanic Males	3%	4%	4%	15%	11%	20%	18%	7%
Hispanic Females	9%	11%	26%	4%	12%	17%	0%	14%
Asian Males	2%	4%	3%	3%	4%	11%	10%	7%
Asian Females	5%	13%	8%	0%	2%	2%	0%	12%
NHPI Males	0%	0%	0%	1%	1%	0%	0%	1%
NHPI Females	0%	1%	1%	0%	0%	1%	0%	1%
AIAN Males	0%	0%	0%	0%	0%	1%	2%	0%
AIAN Females	1%	0%	0%	0%	1%	0%	0%	0%
2 or More Races Males	3%	2%	1%	4%	0%	2%	1%	3%
2 or more Races Females	4%	7%	4%	0%	2%	1%	0%	4%
Total	100%	101%	100%	100%	100%	101%	100%	100%

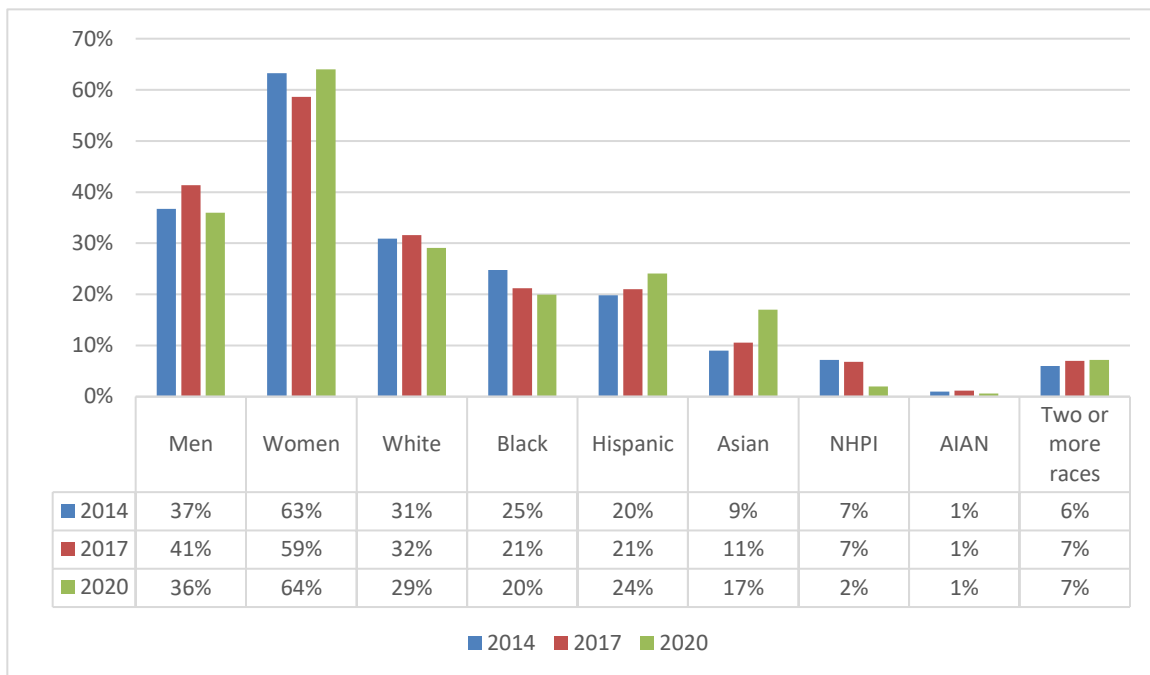
Departmental outreach plans are attached to this report and involve data collection to arrive at specific conclusions. All departments and their workforce go through the same process as described above to determine their underrepresentation. Data collection is a systematic process of gathering observations or measurements and analyzing accurate insights for research using standard validated techniques

This report will provide insights into our workforce and give a broader understanding and concise snapshot of the County's underrepresentation, which includes an analysis of the following:

- I. Applicant Flow
- II. New Hire Data
- III. Promotional Data
- IV. Voluntary Termination Data
- V. Involuntary Termination Data

I. APPLICANT FLOW

Applicant flow data analysis is an important component of outreach that helps the County determine the success of its outreach programs. Applicant flow is the analysis of selection rate adjustments for a particular job and is used for record keeping and statistical purposes. Employers are to provide applicants the option to participate or decline to submit the supplemental classification information, which identifies gender, race and/or ethnicity. If an individual declines to self-identify, his/her reporting data will not be included in the final tally.



As indicated in the graph above, there were 31,796 applications received in 2014 which resulted in 20,121 females and 11,675 males who applied for vacancies. There were 27,262 applications received in 2017 which resulted in 15,986 females and 11,276 males who applied. There were 27,483 applications received in 2020 which resulted in 17,672 females and 9,934 males who applied. The data reveals the following:

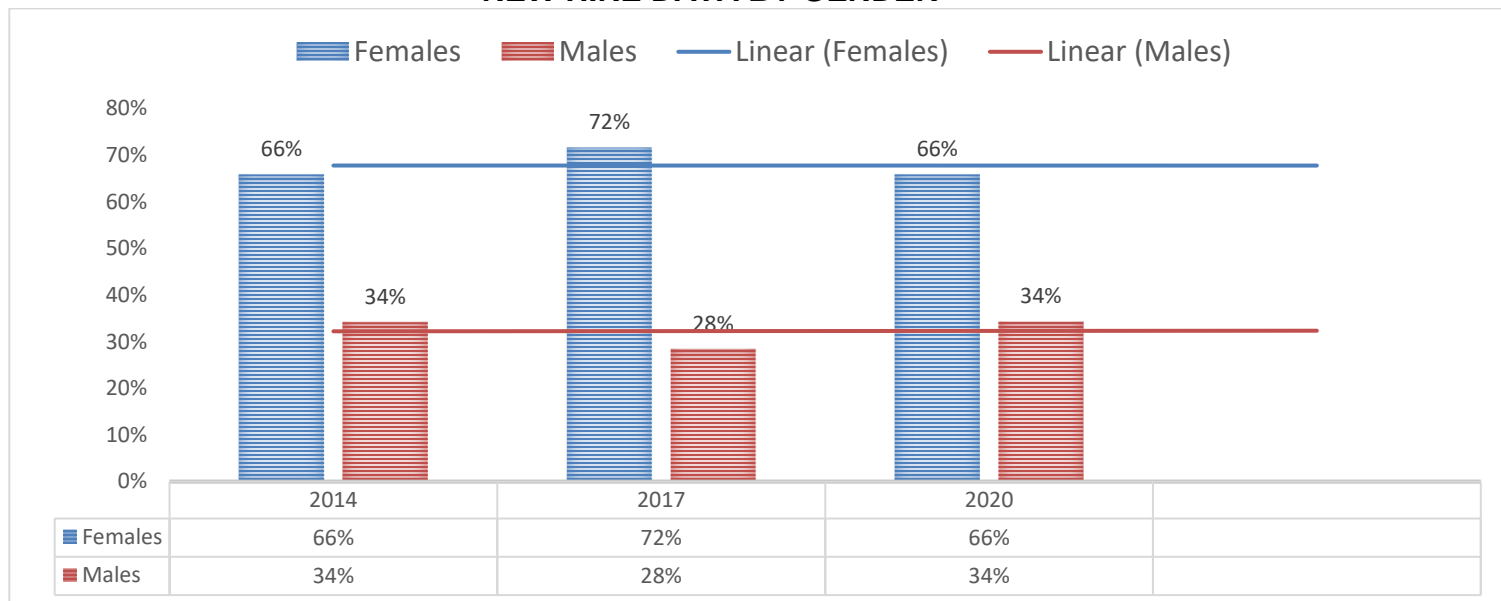
- The participation of males who submitted applications increased by 4 percentage points from 2014 to 2017. The participation of males who submitted applications decreased by 5 percentage points from 2017 to 2020.
- The participation of females who submitted applications decreased by 4 percentage points from 2014 to 2017. The participation of females who submitted applications increased by 5 percentage points from 2017 to 2020.
- The participation of Whites who submitted applications increased by 1 percentage point from 2014 to 2017. The participation of Whites who submitted applications decreased by 3 percentage points from 2017 to 2020.
- The participation of Blacks who submitted applications decreased by 4 percentage points from 2014 to 2017. The participation of Blacks who submitted applications decreased by 1 percentage point from 2017 to 2020.

- The participation of Hispanics who submitted applications increased by 1 percentage point from 2014 to 2017. The participation of Hispanics who submitted applications increased by 3% from 2017 to 2020.
- The participation of Asians who submitted applications increased by 2 percentage points from 2014 to 2017. The participation of Asians who submitted applications increased by 6 percentage points from 2017 to 2020.
- The participation of Native Hawaiian/Pacific Islanders (NHPI) who submitted applications remained the same from 2014 to 2017. The participation of NHPI who submitted applications decreased by 5 percentage points.
- The participation of American Indian/Alaskan Natives (AIAN) who submitted applications remained the same from 2014 to 2020 at 1%.
- The participation of individuals who identified as two or more races and submitted applications increased by 1 percentage point from 2014-2017. The participation of individuals who identified as two or more races and submitted applications remained the same from 2017 to 2020.

II. NEW HIRE DATA

The County continues to encourage job applicants, new hires and employees to self-identify their gender and race/ethnicity to assist with voluntary diversity and inclusion initiatives. Based on the results of those who self-identify, EEO can review the gender and racial/ethnic data that is provided and make informed decisions about our outreach. Below is the statistical data for new hires from 2014, 2017 and 2020.

NEW HIRE DATA BY GENDER

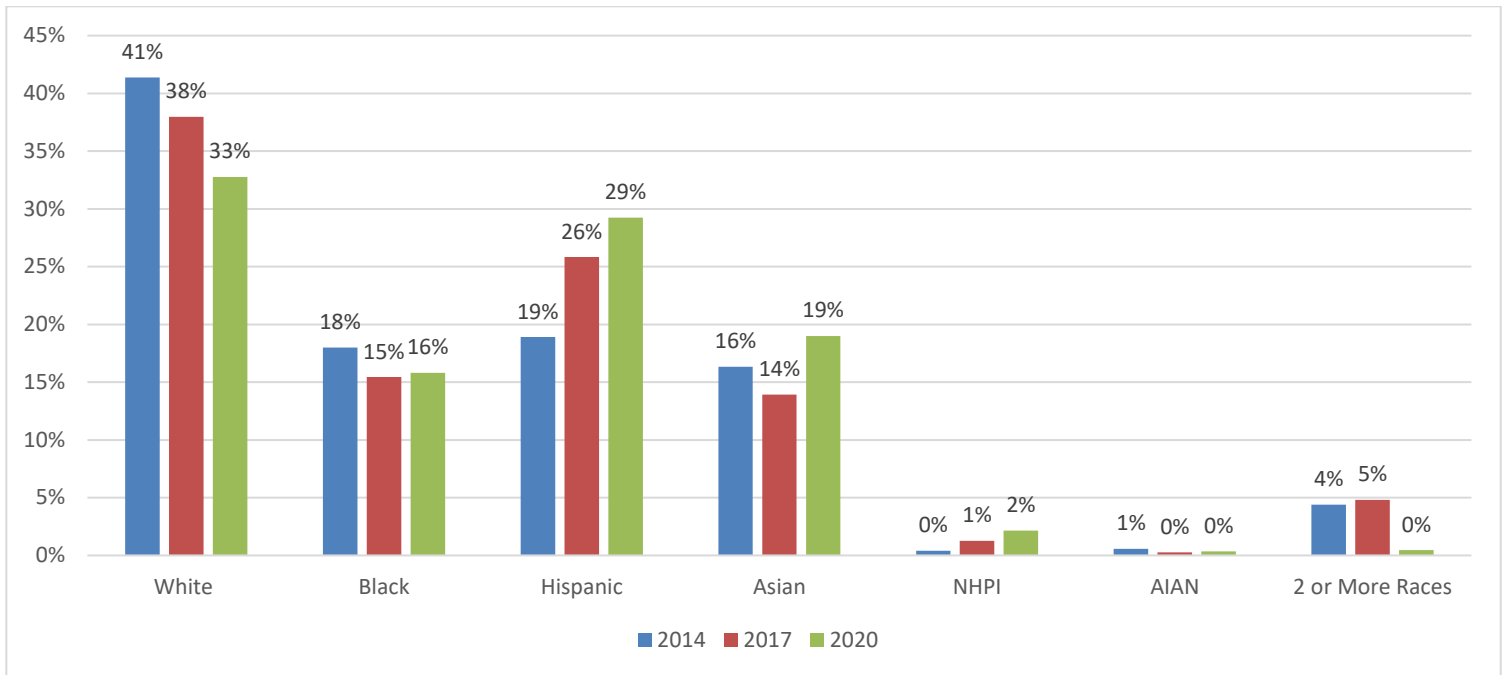


This table illustrates the number of males and females who were hired during the relevant calendar years. EEO reviewed data over a 6 year span and concluded with the following:

- In 2014, a total of 1206 people were hired. 794 of them were female while 412 were males.
- In 2017, a total of 790 people hired. 565 of them were females while 225 were males.
- In 2020, a total of 879 people hired. 580 of them were females while 299 were males.

EEO delved further into the hiring analysis by reviewing the races/ethnicities of employees that were hired during the relevant timeframe. This data provided further information about the County's hiring trends, which are listed on the next page.

NEW HIRE DATA BY RACE/ETHNICITY



This table illustrates the number of males and females who were hired during the relevant calendar years. EEO reviewed data over a 6 year span and concluded with the following:

- The hiring of White employees decreased by 8 percentage points from 2014-2020.
- The hiring of Black employees decreased by 2 percentage points from 2014-2020.
- The hiring of Hispanic employees increased by 10 percentage points from 2014-2020.
- The hiring of Asian employees increased by 3 percentage points from 2014-2020.
- The hiring of NHPI employees increased by 2 percentage points from 2014-2020.
- The hiring of AIAN employees decreased by 1 percentage points from 2014-2020.
- The hiring of 2 or more races employees decreased by 4 percentage points from 2014-2020.

EEO took a closer look at the 2020 stats and analyzed the hiring rates of males and females in all occupational categories based on race and ethnicity. The results are listed below.

**2020 NEW HIRE DATA
BY RACE/ETHNICITY
AND OCCUPATIONAL CATEGORY**

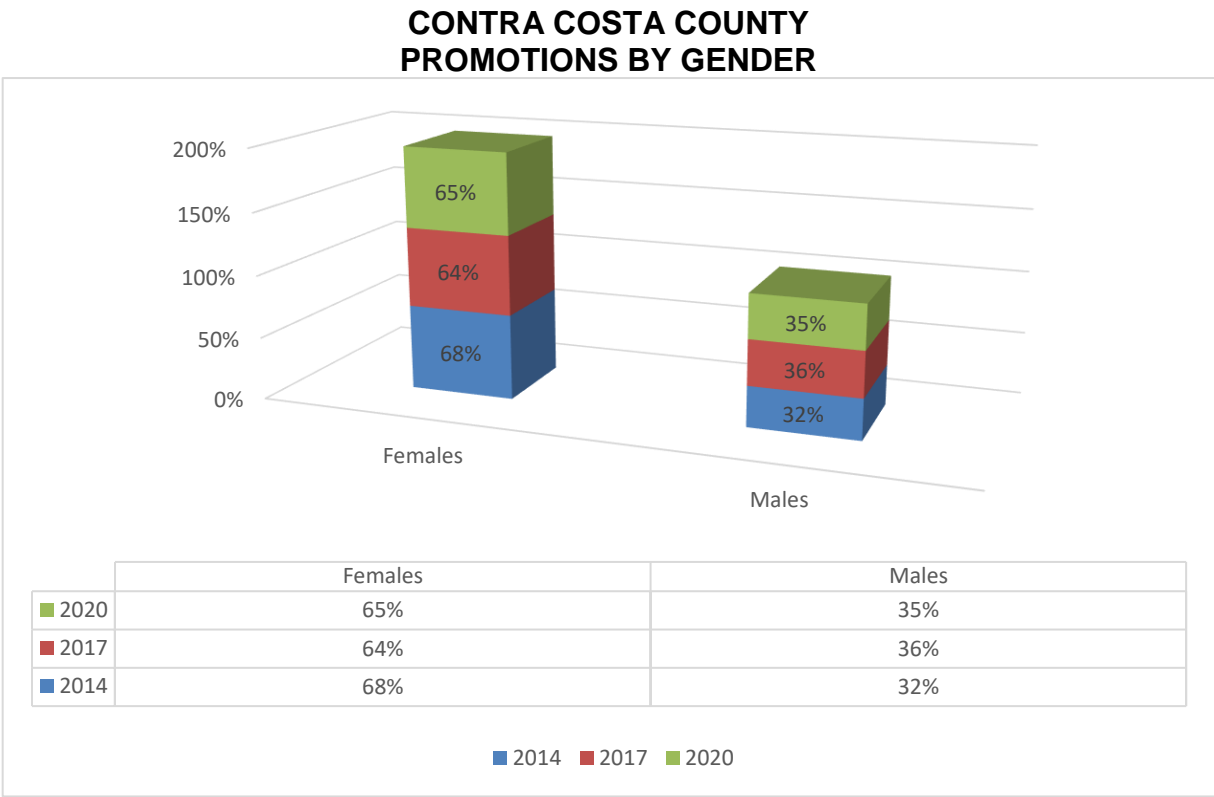
	White Males and Females	Black Males and Females	Hispanic Males and Females	Asian Males and Females	AIAN Males and Females	NHPI Males and Females	2 or more Races Males and Females
Officials and Administrators 6 Hired	0 Males 2 Females-33%	0 Males 1 Female – 17%	1 Male-17% 0 Females	1 Male-17% 1 Female-17%	n/a	n/a	n/a
Professionals 196 Hired	15 Males– 8% 49 Females - 25%	8 Males- 4% 24 Females- 12%	8 Males- 4% 27 Females - 14%	16 Males- 8% 41 Females - 21%	1 Male – 1% 0 Females	2 Males-1% 3 Females- 2%	0 Males 2 Females - 1%
Protective Services Worker (Sworn) 32 Hired	15 Males- 47% 3 Females-9%	1 Male-3% 0 Females	2 Males- 6% 9 Females- 28%	1 Males-3% 0 Females	n/a	1 Male-3% 0 Females	n/a
Protective Services Worker (Non-Sworn) 64 Hired	25 Males- 40% 3 Females-5%	8 Males-13% 0 Females	11 Males- 17% 8 Females- 13%	7 Males-11% 1 Female- 1%	n/a	1 Male-1% 0 Females	n/a
Administrative Support 452 Hired	45 Males- 10% 98 Females- 22%	13 Males-3% 59 Females- 13%	38 Males- 8% 113 Females- 25%	25 Males- 6% 48 Females- 11%	1 Male- 0% 0 Females	3 Males-1% 7 Females- 2%	0 Males 3 Females- 1%
Service Maintenance 23 Hired	6 Males- 26% 2 Females-9%	4 Males-17% 1 Females- 4%	1 Males- 4% 6 Females- 26%	2 Males- 9% 0 Females	0 Male 0 Females	0 Males 1 Females- 4%	0 Males 0 Females
Skilled Craft Workers 8 Hired	6 Males- 75% 1 Females- 13%	n/a	1 Males- 13% 0 Females	n/a	n/a	n/a	n/a
Technicians 95 Hired	2 Males- 2% 15 Females- 16%	4 Males-4% 16 Females- 17%	7 Males- 7% 24 Females- 25%	8 Males- 8% 16 Females- 17%	0 Males 1 Female- 1%	1 Male-1% 1 Female- 1%	n/a

- 287 Whites were hired in 2020. 173 white females (60%) were hired compared to 114 males (40%).
- 139 Blacks were hired in 2020. 101 black females (72%) were hired compared to 38 black males (28%).
- 256 Hispanics were hired in 2020. 187 Hispanic females (73%) were hired compared to 69 Hispanic males (27%).
- 167 Asians were hired in 2020. 107 Asian females (64%) were hired compared to 60 males (36%).
- 3 AIAN were hired in 2020. 1 AIAN female (33%) was hired compared to 2 males (67%).
- 20 NHPI were hired in 2020. 12 NHPI woman (66%) was hired compared to 8 men (40%).
- 5 people who identified as two or more races were hired in 2020. 5 women who claimed two or more races (100%) were hired compared to 0 men (0%).

In 2020, Hispanic females were the most hired demographic followed by white females. White males were hired more so than any other males followed by Hispanic males. White females were hired more than other females in the Officials and Administrators, Professionals and Skilled Craft Workers occupational categories.

III. PROMOTIONS

Applicants must have probationary or regular permanent status in the County on or before the final filing date of the recruitment in order to participate in promotional examinations.



The graph illustrates the percentages of people promoted during calendar years 2014, 2016 and 2020 based on sex/gender. The statistical analysis is listed below:

- There were 868 people promoted in 2014. 586 were females while 282 were males.
- There were 800 people promoted in 2017. 512 were females while 288 were males.
- There were 540 people promoted in 2020. 350 were females while 190 were males.

EEO took this opportunity to drill down further into the County’s promotional statistical data to reveal the activity by race/ethnicity and occupational category. Those with the highest level of representation have been highlighted.

**CONTRA COSTA COUNTY
2020 PROMOTIONS DATA
BY RACE/ETHNICITY**

	White Males and Females	Black Males and Females	Hispanic Males and Females	Asian Males and Females	AIAN Males and Females	NHPI Males and Females	2 or more Races Males and Females
Officials and Administrators 20 Promoted	3 Males-15% 10 Females- 50%	4 Males-20% 1 Female – 5%	n/a	n/a	n/a	n/a	0 Males 2 Females- 10%
Professionals 197 Promoted	32 Males– 16% 46 Females - 23%	12 Males- 6% 29 Females- 15%	9 Males- 5% 29 Females - 15%	5 Males- 3% 22 Females - 11%	n/a	0 Males 1 Females- 1%	4 Males- 2% 8 Females - 4%
Administrative Support 183 Promoted	8 Males- 4% 58 Females- 32%	2 Males-2% 37 Females- 20%	5 Males- 3% 48 Females- 26%	1 Males- % 15 Females- 8%	0 Males 1 Female -1%	0 Males 2 Females- 1%	0 Males 6 Females- 1%
Protective Services Worker (Sworn) 79 Promoted	44 Males- 56% 3 Females- 4%	6 Males- 7% 1 Females- 1%	14 Males- 18% 5 Females- 6%	2 Males-2% 1 Females- 1%	1 Male-1% 0 Females	n/a	2 Males-3% 0 Females
Protective Services Worker (Non-Sworn) 13 Promoted	2 Males- 15% 2 Females- 15%	0 Males 1 Female-8%	3 Males- 23% 3 Females- 23%	1 Male- 8% 0 Female	n/a	1 Male-8% 0 Females	n/a
Service Maintenance 13 Hired	5 Males- 38% 0 Females	2 Males-15% 0 Females	2 Males- 15% 1 Female-8%	3 Males- 23% 0 Females	n/a	n/a	n/a
Skilled Craft Workers 3 Hired	2 Males- 67% 0 Females	n/a	n/a	1 Male-33% 0 Females	n/a	n/a	n/a
Technicians 32 Hired	12 Males- 38% 11 Females- 34%	0Males 1 Females- 3%	2 Males- 6% 5 Females- 16%	1 Males - 3% 0 Females	n/a	n/a	n/a

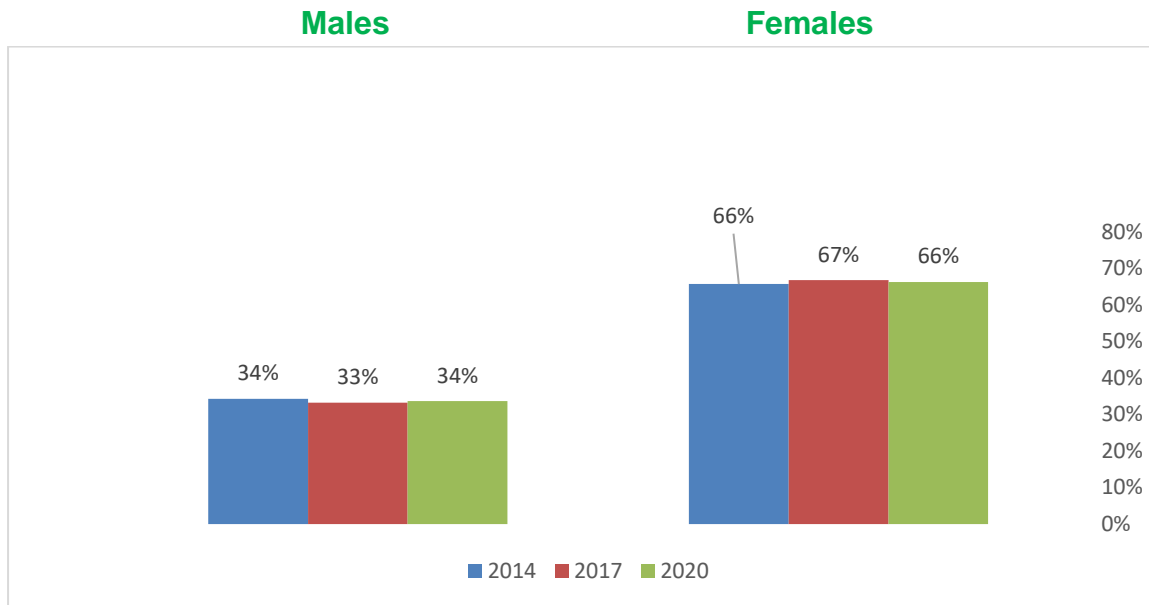
The data shows that in the Officials and Administrators category 20 people were promoted to this classification. Of those 20 people, 10 white females and 3 white males were promoted, which makes up 65% of the promotions. 1 Black female (5%) and 4 Black males (25%) were promoted (30%). 2 Females who identify as two or more races were promoted, which makes up 10% of the total. All together 13 females (65%) were promoted compared to 7 males (35%).

White employees were promoted in all occupational categories more than any other race/ethnicity except for the Protected Services (Non-Sworn). Out of 13 people promoted in this category, 6 Hispanic employees (46%) were promoted compared to 4 White employees.

IV. VOLUNTARY RESIGNATIONS

Voluntary resignation is a voluntary employment termination initiated solely by an employee.

EEO reviewed the voluntary and involuntary resignations for calendar years 2014, 2017 and 2020. The purpose of these exercises was to determine whether or not certain genders, and/or races/ethnicities were resigning at rates higher than expected.



In 2014, there were 446 people who voluntarily resigned. In 2017, there were 355 employees who voluntarily resigned. In 2020, there were 273 employees who voluntarily resigned. The data chart indicated that in 2014 and 2020, males made up 34 % of the termination rates while females made up 66% of the terminations. In 2017, males made up 33% of the terminations, while females made up 67%.

EEO also expanded its analysis to include the 2020 voluntary resignations by race/ethnicity and occupational category. The analysis is listed below and the groups with the highest level of participation was highlighted.

**2020 CONTRA COSTA COUNTY
VOLUNTARY RESIGNATION DATA
BY RACE/ETHNICITY AND GENDER**

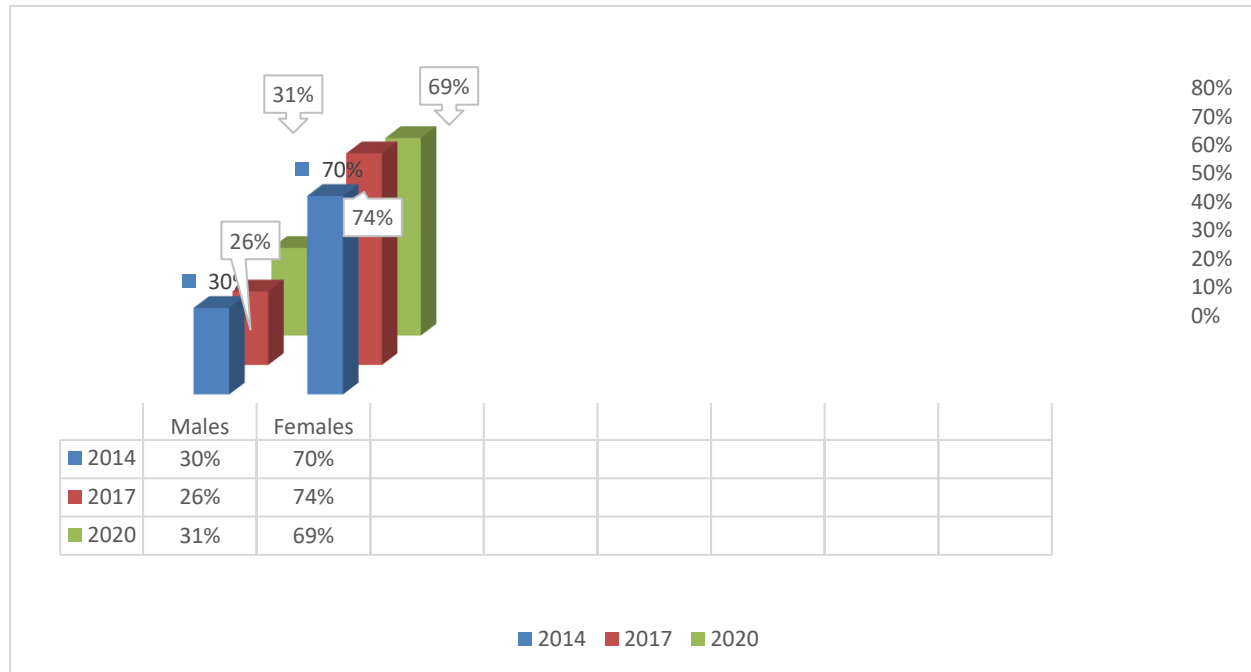
	Officials and Administrators 8 employees	Professionals 88 Employees	Administrative Support 104 Employees	Protective Service Workers (Sworn) 9 Employees	Protective Service Workers (Non- Sworn) 17 Employees	Service Maintenance 19 Employees	Technicians 29 Employees
White Males	50%	15%	4%	37%	47%	37%	14%
White Females	25%	30%	38%	11%	6%	11%	21%
Black Males	0%	5%	4%	11%	12%	11%	7%
Black Females	25%	13%	17%	11%	0%	11%	3%
Hispanic Males	0%	3%	4%	21%	24%	21%	3%
Hispanic Females	0%	11%	23%	5%	0%	5%	14%
Asian Males	0%	7%	1%	5%	6%	5%	7%
Asian Females	0%	10%	6%	0%	0%	0%	21%
NHPI Males	0%	0%	0%	0%	6%	0%	7%
NHPI Females	0%	0%	0%	0%	0%	0%	0%
AIAN Males	0%	0%	0%	0%	0%	0%	0%
AIAN Females	0%	0%	0%	0%	0%	0%	0%
2 or More Races Males	0%	0%	0%	0%	0%	0%	0%
2 or more Races Females	0%	7%	3%	0%	0%	0%	3%

The chart indicates that white employees voluntarily resigned their positions at the highest rates in each occupational category. There were no voluntary resignations for employees who worked in the Skilled Craft occupational category so that column was not included in the analysis.

White males resigned in Officials and Administrator, Protective Services (Sworn), Protective Services (Non-Sworn), and Service Maintenance among male employees. White Females resigned in the Professionals and Administrative Support at higher rates than other females in different racial/ethnic groups. Among Technicians, White and Asian females voluntarily resigned at the same rate.

V. INVOLUNTARY RESIGNATIONS

Involuntary resignation is an involuntary employment termination initiated solely by the employer and is usually due to negative behavior, poor performance, layoff, etc. Since we reviewed the County's voluntary resignations, it is appropriate that we analyze the genders of employees who were involuntarily terminated.



There were 840 involuntary terminations in 2014; 690 in 2017; and 396 in 2020. The statistical data reveals that in 2014, 30% of males and 70% of females were involuntarily terminated. In 2017, male employees slipped to 26% who were involuntarily terminated compared to 74% of females, which rose by 4 percentage points. In 2020, males rose to 31% while females fell to 69% who were involuntarily terminated.

EEO reviewed the statistical data for employees who were involuntarily terminated by race/ethnicity and occupational category. The results are listed below and those groups who were effected the most are highlighted.

**2020 INVOLUNTARY TERMINATIONS
BY RACE/ETHNICITY
AND OCCUPATIONAL CATEGORY**

	Officials and Administrators 3 employees	Professionals 98 Employees	Administra tive Support 234 Employees	Protective Service Workers (Sworn) 12 Employees	Protective Service Workers (Non-Sworn) 8 Employees	Service Maintenance 16 Employees	Skilled Craft Workers 1 Employee	Technicians 29 Employees
White Males	0%	12%	10%	75%	13%	13%	0%	38%
White Females	67%	39%	30%	8%	13%	25%	0%	15%
Black Males	0%	2%	3%	0%	13%	6%	0%	8%
Black Females	0%	6%	9%	0%	13%	6%	0%	8%
Hispanic Males	0%	2%	8%	0%	38%	19%	0%	8%
Hispanic Females	0%	6%	24%	8%	0%	19%	0%	8%
Asian Males	0%	5%	3%	8%	13%	13%	100%	8%
Asian Females	33%	14%	7%	0%	0%	0%	0%	4%
NHPI Males	0%	1%	1%	0%	0%	0%	0%	0%
NHPI Females	0%	1%	0%	0%	0%	0%	0%	0%
AIAN Males	0%	0%	0%	0%	0%	0%	0%	0%
AIAN Females	0%	0%	0%	0%	0%	0%	0%	0%
2 or More Races Males	0%	3%	0%	0%	0%	0%	0%	0%
2 or more Races Females	0%	8%	3%	0%	0%	0%	0%	4%

White males were terminated more than others in the Protective Service Workers (Sworn) and the Technician occupational category. White females were terminated more than others in the Officials and Administrators, Professional, Administrative Support and Service Maintenance occupational categories. Hispanic males were terminated more than others in the Protective Service Workers (Non-Sworn) while Asian males were terminated more than others in the Skilled Craft occupational categories.

VI. CONCLUSION

The data presented in this report provides the County stakeholders, managers, employees and the public detailed information regarding the County's outreach and recruitment efforts. Although we have made strides towards achieving workforce equity, there are areas that still need to be addressed. One area of note is the equitable distribution of jobs. Currently the County is comprised of 65% females and 35% males while the County's population is 51% females and 49% males. The gender and race/ethnicity data for both is listed below.

	Males	Females	Total	Percentage of Workforce
White	1597	2233	3830	42%
Black	353	1100	1453	16%
Hispanic	555	1460	2015	22%
Asian	392	813	1205	13%
NHPI	34	76	110	1%
AIAN	18	29	47	1%
2 or more races	188	375	563	6%
Total	3137	6086	9223	100%

The data clearly shows that white males and females makeup 42% of the workforce whereas people of color make up 58%. White males are employed 35% more than Hispanic men and white females are employed 47% more than Hispanic females, who make-up the second largest racial/ethnic group in the County. The gap is even wider when you compare the employment rate of other racial groups to white employees.

White employees are applying, hired, promoted, voluntarily and involuntarily terminated more than other employees. These trends continue to stress the importance for the County to continue its outreach and recruitment strategic efforts. The areas of opportunities and improvement are:

- Continue conducting outreach online and electronically. Once the shelter-in-place directions are rescinded, the County will resume conducting in-person outreach within the community to determine and address their needs;
- Create additional marketing tools such as brochures and power point presentations, which are designed to reach under-represented groups;
- Continue providing additional training to the departmental EEO Coordinators to help them to become more knowledgeable of targeted outreach, under-representation, more effective outreach plans and hiring;
- Continue promoting a work environment that is free from all forms of discrimination and harassment; Eliminates unnecessary institutional practices, barriers and policies that affect applicants and employees negatively;
- Increases awareness and acceptance of all protected bases that are covered by federal and/or state law;
- Outline the County's EEO Program and the specific steps utilized to achieve a diverse workforce;

- Acknowledge the EEO occupational job categories where underrepresented is at least 10%, and recommend strategies to the department and/or its representative to address;
- Contain statistical data relative to the County's workforce that identifies the occupational job categories where employees of certain racial/ethnic and/or gender/sex groups are under-represented;
- Establishes outreach goals in job categories in which under-representation exists; and
- Identify specific action plans to correct under-representation.

The County will continue to work with community based organizations, colleges, universities and professional organizations to assist the County in attaining equity and inclusion within our workforce. The County remains committed to the recruitment, hiring, retention, and promotion of a diverse workforce. EEO strives to support all County departments in creating enriching programs and positive environments so current and prospective employees have a sense of purpose and value to do their very best work.

CONTRA COSTA COUNTY
2020 OUTREACH AND RECRUITMENT DATA
9223 EMPLOYEES
GENDER

Demographics By Gender	Total Department Workforce	Male (%)	Female (%)
Officials and Administrators			
County Workforce	337	35	65
Census Data	X	58/49	42/51
Underrepresentation	X	-23/-14 ⁴	X
Professionals			
County Workforce	3363	30	70
Census Data	X	47/49	53/51
Underrepresentation	X	-17/-19	X
Technicians			
County Workforce	998	41	59
Census Data	X	51/49	49/51
Underrepresentation	X	-10/-8	X
Administrative Support			
County Workforce	3081	16	84
Census Data	X	38/49	62/51
Underrepresentation	X	-22/-33	X
Service Maintenance			
County Workforce	332	66	34
Census Data	X	57/49	43/51
Underrepresentation	X	X	-9/-17
Skilled Craft			
County Workforce	80	98	2
Census Data	X	94/49	6/51
Underrepresentation	X	X	-4/-49
Protective Services (Sworn)			
County Workforce	814	81	19
Census Data	X	77/49	23/41
Underrepresentation	X	X	-4/-32
Protective Services (Non-Sworn)			
County Workforce	218	61	39
Census Data	X	58/49	42/51
Underrepresentation	X	X	-3/-12

⁴ These numbers are broken into two separate categories. The first number represents the Census data for eligible people who reside in Contra Costa County, are 16 years or older and who are working or looking for work. The second number represents the total population for Contra Costa County.

CONTRA COSTA COUNTY
2020 OUTREACH AND RECRUITMENT DATA
9223 EMPLOYEES
RACE/ETHNICITY

Demographics by Race and Ethnicity ⁵	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	59	15	12	7	0	1	6
Census Data	60/65	6/10	13/26	17/18	0/1	0/1	4/5
Underrepresentation	-1/-6 ⁶	X/X	-1/-14	-10/-11	X/-1	X/X	X/X
Professionals							
County Workforce	43	15	15	17	1	0	9
Census Data	55/65	6/10	11/26	23/18	0/1	0/1	4/5
Underrepresentation	-12/-22	X/X	X/-11	-6/-1	X/X	X/X	X/X
Technicians							
County Workforce	37	14	21	19	2	0	7
Census Data	42/65	9/10	26/26	19/18	0/1	0/1	4/5
Underrepresentation	-5/-28	X/X	-5/-5	X/X	X/X	X/-1	X/X
Administrative Support							
County Workforce	35	18	30	10	1	1	5
Census Data	47/65	10/10	22/26	16/18	1/1	0/1	4/5
Underrepresentation	-12/-30	X/X	X/X	-6/-8	X/X	X/X	X/X
Service Maintenance							
County Workforce	29	17	36	14	1	1	2
Census Data	28/65	10/10	43/26	13/18	1/1	0/1	5/5
Underrepresentation	X/-36	X/X	-7/X	X/-4	X/X	X/X	-3/-3
Skilled Craft							
County Workforce	61	8	18	10	0	2	1
Census Data	41/65	6/10	41/26	8/18	0/1	0/1	4/5
Underrepresentation	X/-4	X/-2	-23/-8	X/-8	X/-1	X/X	-3/-4
Protective Services (Sworn)							
County Workforce	62	10	19	4	1	0	4
Census Data	44/65	20/10	17/26	11/18	1/1	0/1	6/5
Underrepresentation	X/-3	-10/X	X/-7	-7/-14	X/X	X/-1	-2/-1
Protective Services (Non-Sworn)							
County Workforce	38	28	23	6	2	1	2
Census Data	39/65	12/10	33/26	8/18	5/1	0/1	3/5
Underrepresentation	-1/-27	X/X	-10/-3	-2/-12	-3/X	X/X	-1/-3

⁵ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.

⁶ These numbers are broken into two separate categories. The first number represents the Census data for eligible people who reside in Contra Costa County, are 16 years or older and who are working or looking for work. The second number represents the total population for Contra Costa County.



CONTRA COSTA COUNTY DEPARTMENT OF AGRICULTURE, WEIGHTS & MEASURES OUTREACH AND RECRUITMENT PLAN

Issue: The Board of Supervisors remains committed to maintaining a diverse and inclusive workforce, which is reflective of the communities that we serve. As of December 31, 2020, the County's workforce statistical data indicate the following:

- Females are underrepresented in Officials and Administrators, Professionals and Technicians positions
- Males are underrepresented in Administrative Support and Service Maintenance positions
- Whites are underrepresented in Officials and Administrators
- Blacks are underrepresented in Administrative Support, and Service Maintenance positions
- Hispanics are underrepresented in Administrative Support, and Service Maintenance positions
- Asians are underrepresented in Officials and Administrators, Professionals, Technicians, and Administrative Support positions

For the majority of the positions in our department, Biologist 2 and 3, Weights and Measures Inspectors 2 and 3, Deputies and Administrators, we are required to hire State licensed individuals. When we are recruiting for positions that require state licensing, job announcements are sent to all qualified and licensed individuals in the state of California, which ensures that we are reaching the broadest qualified candidate pool possible. The California Department of Food and Agriculture County Liaison provides the department with a list of qualified individuals once we notify them of vacant positions. For Biologist 1 and Weights and Measures Inspector 1 positions we will outreach with Community Colleges and Universities. For job positions where state licensing is not required, we focus outreach efforts within the community

Objective: Increase the applicant pool of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to candidates who meet the minimum qualifications by encouraging them to apply for the vacant positions within the Department of Agriculture, Weights and Measures.

Message: The Department of Agriculture, Weights and Measures will target outreach efforts to websites

that serve underrepresented groups. We will email these organizations vacancy announcements within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: The Department of Agriculture, Weights and Measures will disseminate information to the general public through our website as well as local community colleges and universities to increase awareness of what the Department of Agriculture, Weights/Measures does and what the qualifications are for employment within the department. We will continue to utilize websites geared towards helping underrepresented people find employment when possible. When hiring for licensed positions, the department gets a statewide contact list of all licensees and ensures that everyone who is qualified receives notification of the job opening with instruction on how to apply.

Message Distribution

STRATEGY	ELEMENT	TASKS
Research employment websites and register to join the online community.	Internet/Computer	Coordinate with Human Resources to publish recruitments on Womenforhire.com, Tradeswomen.org, and Diversity.com
Increase awareness about the different positions in our department. This will be achieved by describing the job qualifications for vacant positions and how to attain those qualifications.	Internet/Computer	Keep information updated for job qualifications, job descriptions, and licensing information to our department's website.
Target all underrepresented that possess a state inspector/biologist license, weights and measures inspector license, Deputy license, Sealer of W&M license and Agricultural Commissioner license	Personal contact	Mail or email all job announcements to all qualified individuals in order to expand the opportunity for qualified females.

Network with local Community Colleges and Universities to increase the applicant pool and explain the Department of Agriculture, Weights and Measures recruitment mission and goals.	Personal contact/publications	Develop content that highlights the department's purpose, goals and employment opportunities. Reach out to Academic Career Advisors and Alumni Relations at Cal State East Bay, UC Davis, Cal State San Luis Obispo.
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Contact: Jose Arriaga, Assistant Agricultural Commissioner/Sealer of Weights and Measures
Jose.Arriaga@ag.cccounty.us



CONTRA COSTA COUNTY ANIMAL SERVICES OUTREACH AND RECRUITMENT PLAN

Issue: The Board of Supervisors remains committed to maintaining a diverse and inclusive workforce that is reflective of the communities that we serve. As of December 31, 2020, the Animal Services Department's statistical data indicate the following:

- Females are underrepresented in the Professionals job category at 20%.
- Males are underrepresented at 38% in Administrative Support and 24% in the Service Maintenance job categories.

The Animal Services Department also presented under-representation in the following categories:

- Caucasians are underrepresented in the Officials and Administrators job category at 10%.
- Asians are underrepresented at 17% in Officials and Administrators, 15% in Technicians, and 16% in Administrative Support job categories.

Objective: Increase outreach to the local minority workforce population, specifically for under-represented areas within the Animal Service Department divisions. The Animal Services Department will continue to create positive and sustainable partnerships with the local Community College District and Community Based Organizations (CBOs) to ensure that the department informs the community on department vacancies.

Message: The Animal Services Department will become an active partner in the community by establishing strong relationships with County and community vocational programs on all department career opportunities. The Department strives to continue to outreach and engage with the local community to enhance and promote a diversified workforce.

Tools: Continually update Animal Services website.
Utilize Animal Services Social Media websites.
Attend and participate in local job and community events.
Distribute department brochures and literature.

Message Distribution

STRATEGY	ELEMENT	TASKS
Participate in community events and job fairs.	Outreach & Engagement	<p>ASD will re-engage in participating in local community events that target underserved populations.</p> <p><u>Community Events:</u></p> <ul style="list-style-type: none"> • Bark in the Park, Brentwood CA • Safety Fairs, County Wide • Road Runner Run Club, Pleasant Hill CA • Veteran's Stand Down, Antioch CA • and other scheduled community events posted on the Department's website <p><u>Job Fairs:</u></p> <ul style="list-style-type: none"> • Contra Costa County Workforce Development Board Job Fairs • Local Police Academies
Establish competitive salaries for Animal Services Field Operations unit.	Economic	<p>The Animal Services Department (ASD) has implemented recruitment locations to increase job announcement views to increase applicant pools. ASD will be processing an external competitive salary study for our Animal Services Medical division classifications in 2021 to increase the department's recruitment and staff retention.</p>
Distribute brochures and employment opportunities for outreach and recruitment to minorities.	Recruitment	<p>The Animal Services Department (ASD) will collaborate with local community-based organizations and agencies on employment recruitments. ASD has continuously promoted employment opportunities to these organizations.</p> <p><u>Community Based Organizations:</u></p> <ul style="list-style-type: none"> • Workforce Development Board: East Bay Works

		<ul style="list-style-type: none"> • Opportunity Junction, Antioch CA • Contra Costa Community College District
Register and post Animal Services Department vacancies online, to reach a broad section of minorities	Electronic	<p>Animal Services has also expanded its employment recruitment efforts through social media:</p> <ul style="list-style-type: none"> • Facebook • Twitter • LinkedIn <p>Register and post vacancies on large job recruitment websites through the Contra Costa Human Resources Department:</p> <ul style="list-style-type: none"> • Indeed • Monster.com • GlassDoor.com

Contact: Arturo Castillo. Administrative Services Officer
arturo.castillo@asd.cccounty.us



CONTRA COSTA COUNTY OFFICE OF THE ASSESSOR OUTREACH AND RECRUITMENT PLAN

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2020, the Office of the Assessor's workforce statistical data indicate the following:

- Males are underrepresented in Official and Administrator, Technician and Administrative Support positions;
- Hispanics and Asians are underrepresented in Official and Administrator positions;
- Asians are underrepresented in Professional positions; and
- Hispanics are underrepresented in Technician positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community Based Organizations, Professional Groups and online recruitment sites who serve the populations listed above.

Message: The Office of the Assessor will conduct strategic outreach efforts to community/faith based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We will electronically send these organizations all open vacancies within the department. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: Community based organizations to reach out to men
Local colleges and universities
Distribute to various applicable professional groups
Post job vacancies on websites and job centers

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with community based organizations to reach out to males to apply for Technical and Administrative Support positions within our workforce	Personal Contact	Connect with: <ul style="list-style-type: none">• Men and Women of Purpose• Shelter, Inc.• East Bay Goodwill

Utilize job search websites to reach a broader pool of applicants interested in employment in the public sector.	Electronic Publication	Post job vacancies on glassdoor.com , indeed.com , bayareajobfinder.com ; and/or governmentjobs.com
Utilize online networks to reach the Hispanic and Asian communities	Electronic Publication	Post job vacancies on the Professional Diversity Network
Coordinate with Hispanic and Asian organizations to reach those interested in Officials and Administration, Professional, and Technician positions at the Assessor's Office	Personal Contact	Connect with: <ul style="list-style-type: none"> • Hispanic Chamber of Commerce • Lao Family Community Development
Connect with California Community Colleges and Adult Schools	Electronic Publication	Reach out to local colleges (such as DVC, Los Medanos, Cal State East Bay, and Contra Costa College, Contra Costa Adult Education) to post job vacancies. Extend outreach to colleges in Sacramento, Napa, Alameda, Solano, Santa Clara and Sonoma Counties
Work with subject matter experts to connect with professional groups in order to reach individuals interested in Official and Administrator, Technician, and Professional positions	Electronic Publication	Distribute announcements to applicable professional groups (such as California State Association of Counties and California Assessors' Association) and distribute to other County Assessor's Offices in the State.
Utilize community job centers and resources	Publication/Print	Post job openings at Workforce Development Board East Bay Works One-Stop Career Center locations
Utilize county resources and websites	Electronic Publication	Advertise on CCTV and publish on the Assessor's Office website.

Contact: Danielle Gomez – Administrative Services Assistant III
danielle.gomez@assr.cccounty.us



CONTRA COSTA COUNTY OFFICE OF THE AUDITOR-CONTROLLER OUTREACH AND RECRUITMENT PLAN FY 2021-22

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce, which is reflective of the communities that we serve. As of December 31, 2020, the Office of the Auditor-Controller workforce statistical data indicates the following:

- Females are underrepresented in the Officials and Administrators by 42%.
- Males are underrepresented in Professional positions by 22%
- Males are underrepresented in Administrative Support positions by 24%.
- In the Officials and Administrators the underrepresentation is: Whites 60%, Hispanics 13%, and Asians 17%.
- Whites are underrepresented in Professional positions by 23%.
- Whites are underrepresented in Administrative Support positions by 18%.

Objective: Work with Human Resources to Increase the applicant flow of underrepresented groups within our Office by encouraging underrepresented classes to apply for vacant positions. Help Human Resources create diversified applicant pools to fill vacancies with the Office through increased outreach.

Message: The Office of the Auditor-Controller will continue to work with the Human Resources Department to strengthen its outreach efforts. The Auditor-Controller's Office is committed to conducting strategic and targeted outreach to meet both the county and department outreach goals, as determined by the Office of Equal Employment Opportunity. The Office will continue to conduct strategic outreach efforts to community based organizations, professional groups, and online websites that serve those populations where we have underrepresentation.

Tools: Community Organizations such as the Chamber of Commerce
Professional websites such as the California Auditor-Controller's State Association, California State Association of Counties (CSAC).
Recruiting websites such as Zip Recruiter, Monster, and Indeed.
Local junior colleges and universities.

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with professional organizations to reach out to the underrepresented groups of the office and apply for Professional and Administrative Support positions within the Office.	Personal Contact	Create professional relationships and partner with local colleges such as DVC, Los Medanos, Cal State East Bay, and local high schools
Attend job and career fairs geared towards helping the underrepresented groups of the office find employment both in Professional and Administrative Support positions.	Personal Contact	Work with Human Resources to attend at least 2 job and career fairs during the fiscal year
Partner with community based organizations who the underrepresented groups of the office and who are interested in working in Administrative Support positions.	Personal Contact	Partner with the Office of EEO to reach our specific audience
Post job notices to the State Association of County Auditor's website	Publication/Print Media/Electronic	When notified of job announcements post to website
Post job notices to the California State Association of Counties (CSAC) website	Publication/Print Media/Electronic	When notified of job announcements post to website
Notify Walnut Creek, Lafayette, Orinda Chambers of Commerce and request they post job announcements	Publication/Print Media/Electronic	When notified of job announcements email
Email job vacancies to local colleges and universities and to career counselors within the local college and university system	Publication/Print Media/Electronic	When notified of job announcements email
Implement an Internship Program	Personal Contract	Develop an internship program to attract college students interested in a career in public accounting/auditing

Contact: Bob Campbell. Auditor-Controller Contra Costa County
Bob.Campbell@ac.cccounty.us



CHILD SUPPORT SERVICES OUTREACH AND RECRUITMENT PLAN FY 2021- FY 2022

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2020, the Department of Child Support Services is under represented in males for each job category except the Technicians. There is under representation in females in the Technicians job category. There is under representation in the Asian population in each job category. There is underrepresentation of the Hispanic population in the Officials and Administrators job category. Additionally, there is under representation in the White population in the Technicians job category.

Objective: Increase the visibility of males within the workforce. Increase the visibility of females in the Technician workforce. Target Asian, Black, Hispanic, and White populations in an attempt to mitigate current trends of under representation. The Department will work to more broadly market and promote job vacancies.

Message: The Department will utilize social media and online resources to reach a broad candidate pool. The Department will increase the scope of its marketing in the community in order to create a more diverse applicant pool of qualified candidates.

Outreach Tools:

YOU TUBE Video
Social Media
Community Outreach
Job Fairs
Digital Bill Board Advertising
Remote Testing
Child Support Director's Association
Western Intergovernmental Child Support Engagement Council

Message Distribution

Strategy	Element	Tasks
Use employee testimonial video and post to the Department's webpage	Electronic Media	Link the YOU TUBE video of incumbent employees in the underrepresented groups, explaining

		the duties of the open positions to the County HR webpage job posting to the Department's webpage.
Utilize social media to expand exposure of open job opportunities	Electronic Media	Post link to open job opportunities on the Department's Facebook page. Continually monitor to address potential candidate feedback
Conduct outreach to local community groups, targeting groups specific Asian, Hispanic and African-American populations.	Electronic Media	Build community partnerships and provide electronic job postings for distribution during open recruitment periods. Will target Shelter, Inc. and local Salvation Army chapter for male and African-American outreach, Asian Business League of San Francisco for Asian outreach, Monument Impact for Hispanic outreach.
Create brochure which explains the department of Child Support Services' outreach and recruitment mission and goals	Publication Print Media	Partner with the County Workforce Development Board to distribute brochures to local job fairs and local job centers
Coordinate digital bill board advertising with open recruitments	Advertising	Post job opportunities via digital billboards in Contra Costa County; utilize marketing materials that specifically target males of current under-represented groups.
Use job examinations that can be administered remotely and reach a wider group of candidates.	Remote Testing	Create examinations that can be done by candidates from home or in their local area, to reach a broader candidate pool.
Child Support Director's Association (CSDA) and Western Intergovernmental Child Support Engagement Council (WICSEC)	Advertising	Post job opportunities with CSDA and WICSEC to reach child support professionals throughout California and the United States, targeting a larger audience for job postings.

Contact: Sarah Bunnell, Administrative Services Officer at 925-313-4433



CONTRA COSTA COUNTY CLERK-RECORDER-ELECTIONS DEPARTMENT OUTREACH AND RECRUITMENT PLAN FY 2021-2022

Issue: The Clerk-Recorder-Elections Department remains committed to maintaining a diverse and inclusive workforce reflective of the communities we serve. As of December 31, 2020, the County's workforce statistical data indicate the following for the Clerk-Recorder-Elections Department:

- Males are underrepresented in Professionals positions
- Hispanics are underrepresented in Officials and Administrators positions
- Asians are underrepresented in Officials and Administrators, and Professionals positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community Based Organizations, professional groups, and online recruitment sites who serve the populations listed above.

Message: On behalf of the Clerk-Recorder-Elections Department, the Human Resources unit will conduct strategic outreach efforts to community based organizations, professional groups, and online websites that serve those populations where we may be underrepresented. These organizations will be provided information about open vacancies within the department. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: Community based organizations
Local job fairs and career days
Local colleges and universities
Websites geared towards helping men and women find employment
Create and distribute informational brochures

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with professional organizations to reach out to males and females to apply for Officials and	Personal Contact	Create professional relationships and partner with local colleges such as

Administrators, Professional, Technical, and Administrative Support positions within our workforce		DVC, Los Medanos, and Cal State East Bay
Attend job and career fairs geared toward helping males and females find employment	Personal Contact	Attend job and career fairs during the fiscal year; focus on distributing information about the department's vacancies
Partner with community based organizations who serve males who are interested in working in the Officials and Administrators, Professionals and Administrative Support fields and females interested in Technical positions	Personal Contact	Partner with the Salvation Army, Men and Women of Purpose and Community Churches to reach our specific audiences
Request contracted recruiting firms to solicit candidates from organizations which represent individuals in underrepresented communities	Personal Contact	Notify recruiting firms of potential organizations for minority applicants with regards to administrative and official openings

Contact: Tyler Stull, Administrative Services Assistant II, 925-335-7997
tyler.stull@cr.cccounty.us



CONSERVATION AND DEVELOPMENT OUTREACH AND RECRUITMENT PLAN FY 2021-2022

Issue: The Board of Supervisors and the Department of Conservation and Development (DCD) remain committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2020, the County's workforce statistical data indicate the following with respect to DCD:

- Males are underrepresented in Official and Administrator positions (note: DCD includes the EEO categories of Executive/Senior Level Officials and Managers and First/mid-level officials and managers in this category) and Administrative Support positions.
- Females are underrepresented in Technician and Service Maintenance positions.
- Whites are underrepresented in Professional positions.
- Asians are underrepresented in Technician and Service Maintenance positions.
- Hispanics are underrepresented in Officials and Administrator positions and Service/Maintenance positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to include educational institutions and programs, professional groups and online recruitment sites that serve the populations listed above.

Message: DCD will conduct strategic outreach efforts to educational and professional groups, as well as websites that serve the populations that are underrepresented. We will electronically send these organizations all open vacancies within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools:

- Professional Networks and Groups
- Local colleges and universities
- Job/employment fairs
- Build an internship and mentorship program to expand our connections with previously untapped talent pools and retain quality employees

- Websites that help women find employment in Professional, Technician and Service/Maintenance positions
- Websites that help men find employment in Official/ Administrator and Administrative Support positions
- Websites that help Hispanic candidates find employment in Official/ Administrator and Service/Maintenance positions
- Websites that assist White candidates find employment in Professional positions
- Websites that assist Asian candidates find employment in Technical and Service Maintenance positions
- Websites that targets the hiring of existing Contra Costa County residents to improve representation in all underrepresented groups.

Message Distribution

STRATEGY	ELEMENT	TASKS
Officials and Administrators: For future such vacancies in DCD, we will focus on encouraging men and Hispanic to apply for such positions to reduce the underrepresentation in the Officials and Administrators category.	Personal Contact; Professional organizations;	Work directly with other administrators to identify potential candidates for this position in the under-represented categories. Outreach to organizations such as the Local Government Hispanic Network and pursue posting job openings there.
Professionals: DCD will be recruiting/filling Planner and Engineer positions during the 21/22 fiscal year. When recruiting focus on outreach to women and white candidates for these positions.	Local colleges and universities; job fairs; internships	Attend job fairs and recruit directly from colleges and universities that generate qualified candidates, particularly female candidates. DCD will particularly focus on recruiting females for these professional level positions and will explore utilizing the organizations such as the following for outreach and job postings: <ul style="list-style-type: none"> • Women in Structural Engineering (WiSE) • Structural Engineering Engagement and Equity (SE3) Project

		<ul style="list-style-type: none"> • Planning and Women Division of the American Planning Association
Technicians: Currently, DCD has several vacant Building Inspector positions. DCD recognizes a clear need to increase representation for women and people of color in these classifications, starting with Building Inspector I.	Personal Contact; Professional Networks; internships and Websites	Discuss with existing staff how to increase diversity in this classification. Utilize their networks of professionals to recruit. Also utilize websites and organizations such as: <ul style="list-style-type: none"> • Tradeswomen.org • National Association of Women in Construction (NAWIC)
Administrative Support: Partner with HR in identifying locations to recruit males including community- based organizations. Some of DCD's clerical staff have come from the WEX Program (Work Experience Program through EHSD). Continue to utilize this program. Additionally, offer internship opportunities. These opportunities expose students to the work we do, and often encourage them to apply for FT positions.	Community Based Organizations; WEX Program; Offer Internship opportunities	Collaborate with the Salvation Army, Rubicon, and other community-based organizations to reach our specific audience. Offer intern opportunities to students interested in administrative support positions. Contact EHSD representative regarding WEX program.
Service/Maintenance: This category consists of Weatherization Technician (Specialists and Leads). These positions are primarily filled by word of mouth because they are Project positions and outside the merit system. DCD is committed to working with the Program Manager to conduct targeted/focused recruitment when vacancies occur to decrease the disparity in women specifically, and to increase Hispanic and Asian representation.	Personal Contact, Internet/Computer	Tradeswomen.org; Monument Impact and Hispanic Chamber of Commerce of Contra Costa.

Research employment websites and targeted professional associations and make use of these tools for outreach and networking.	Internet/Computer	<p>Conduct outreach with and thru organizations and websites such as:</p> <ul style="list-style-type: none"> • womenforhire.com • careerwomen.com • National Association for Asian American Professionals (Career Center web page) • National Society for Hispanic Professionals • National Association of Women in Construction (NAWIC) • Women in Structural Engineering (WiSE) • Structural Engineering Engagement and Equity (SE3) Project • Planning and Women Division of the American Planning Association
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Contact: John Kopchik, Director
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Arnai Maxey, DCD
Administration Division
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COUNTY ADMINISTRATOR'S OFFICE OUTREACH AND RECRUITMENT PLAN FY 2021-2022

ISSUE: The County Administrator's Office (CAO) remain committed to maintaining a diverse and inclusive workforce that is reflective of the communities served.

As of December 31, 2020, the demographics of the CAO's workforce indicate the following:

- Males are underrepresented in Officials/Administrators, and Administrative Support roles
- Females are underrepresented in Technician roles
- Whites are underrepresented in Technician roles
- Hispanics are underrepresented in Technician, Administrative Support and Skilled Craft Roles

This workforce underrepresentation data includes data for the following departments within the County Administrator's agency: Clerk of the Board; CCTV; Department of Information Technology, including the Telecommunications division; Law and Justice Systems; Risk Management, and the Administrative Office of the County Administrator, including the Labor Relations unit.

OBJECTIVE: Increase the applicant flow by focusing recruitment efforts to the underrepresented groups.

MESSAGE: The CAO will attempt to strategically target outreach to organizations and websites that cater to diverse populations when recruitments occur. Open vacancies will be sent electronically to these organizations, as well as to other County departments. In comparing last year's makeup of the Agency, we have been able to attain a more balanced representation of Whites in professional roles and Asians in skilled craft roles. However, we have become more unbalanced in the category of Hispanics in technician roles. We plan to utilize the strategies listed below as tools to achieve our objectives.

Message Distribution

STRATEGY	ELEMENT	TASKS
Conduct outreach to community based organizations to seek underrepresented candidates	Computer	Reach out to community based organizations such as the California Diversity Council and the Workforce Development Board of Contra Costa County
Conduct outreach to local organizations to seek aforementioned underrepresented candidates	Computer	Our office has utilized contractors such as Peckham McKenney and Teri Black to help us broaden our national outreach efforts, especially for highly skilled candidates.
Conduct outreach to professional organizations to seek aforementioned underrepresented candidates	Computer	Continue to partner with the National Coalition for Men, National Association of Asian American Professionals, and Association of Latino Professionals for America.
Partner with Human Resources to conduct outreach to Public Sector Government Associations	Computer	Inform the Human Resources Department of our recruiting strategy, and request their support consistent with our plan.

Contact: Sarah Shkidt, Senior Management Analyst
sarah.shkidt@cao.cccounty.us



COUNTY COUNSEL OUTREACH AND RECRUITMENT PLAN FY 2021-22

Issue: The data chart prepared by the County's Equal Opportunity Officer indicates that, when the 44 employees in the County Counsel's Office are compared with the working population of Contra Costa County, the County Counsel's Office is statistically under-represented in the following categories:

- Hispanics and Asians are under-represented in the Officials and Administrators classification;
- Asians and men are under-represented in the Professionals and Administrative Support positions

For the purpose of this plan, this Office addresses only the attorney and non-clerical recruitments. Clerical outreach and recruitments are countywide and are not conducted by this office.

Objective: The department will continue to enhance partnerships with Hispanic and Asian legal associations, law school career centers, and like agencies to keep them apprised of job vacancies within our office.

Message: The Office of the County Counsel will continue to conduct focused outreach efforts towards creating a diverse and qualified applicant pool of candidates from which we fill the vacant positions. All open recruitments within the department are emailed to over 100 organizations during the recruitment period. These measures are intended to help create a more diverse applicant pool of qualified candidates that apply for departmental vacancies.

Tools: Enhance the communication methods of job vacancies with our under-represented groups expanding the postings of job vacancies via the internet with online job boards, law school career centers, Public Services Employment services, and coordination with the EEO's staff through community based organizations.

Message Distribution

STRATEGY	ELEMENT	TASKS
Link the Equal Employment Opportunity homepage to the County Counsel's homepage	Internet	Increase the County Counsel's exposure to the community to promote the goals of diversity, inclusion, and equality in the workplace
Announce job vacancies via email and internal office communications	Electronic	Strategically enhance email announcements to target the under-represented group's law school career centers, bar associations, and Legal Assistant programs. Utilize internal word-of-mouth advertising and the Human Resources Department advertising and outreach sources
Utilize County Counsel's outreach brochure to explain the Office's and recruitment missions and goals	Publication Print Media	Make available brochures to the targeted under-represented group's recruitment centers
Research additional employment websites and register to post open job vacancies with the online community	Internet	Register, subscribe and post job vacancies on websites such as CALawyers, Workforce Development Board, and Foundation List - a national nonprofit job board
Announce vacancies via links on County Counsel webpage that will provide notices about current announcements and instructions for future notifications of job-related alerts	Website	Ensure the "Job Description" and "FAQ" links on the County Counsel website provides current information
Coordinate distribution of County Counsel Outreach brochure via job recruitment announcements with EEO's staff for their marketing efforts	Publication Print Media Personal Contact	Partner with organizations who serve the under-represented populations and programs that support workforce diversity

Contact: Wanda R. McAdoo, Administrative Services Officer
wanda.mcadoo@cc.cccounty.us



DISTRICT ATTORNEY OUTREACH AND RECRUITMENT PLAN FY 2021-2022

- Issue:** The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2020, the District Attorney's (DA) workforce statistical data indicates the following:
- Males are underrepresented in Administrative Support positions;
 - Females are underrepresented in Official and Administrator, and Technician positions;
 - Hispanics are underrepresented in Official and Administrator positions;
 - Asians are underrepresented in Professional and Technician positions;
 - Whites are underrepresented in Administrative Support positions.
- Objective:** Increase the applicant flow of underrepresented groups within our workforce by conducting outreach and recruitment efforts with many and varied groups and organizations who serve these groups.
- Message:** The DA will conduct strategic and targeted outreach efforts to community/faith based organizations and online websites that serve persons of underrepresented demographics. We will electronically send these organizations all open vacancies within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.
- Tools:** Community/ faith based organizations, local job fairs and career days, local colleges and universities, and websites geared towards helping persons of underrepresented demographics find employment. Create and distribute informational brochures.

Message Distribution

STRATEGY	ELEMENT	TASKS
Participate in job fairs at Law Schools around the state.	Personal Contact	Participate in reviewing resumes, mock hiring interviews. The recruitment committee will actively seek out and offer to participate/ interview at job fairs sponsored by organizations that serve diverse populations.
Participation in mock trial programs	Personal Contact	Prosecutors volunteer to participate in high school mock trial programs in underrepresented communities to promote interest in criminal prosecution careers.
Outreach to diverse Law School organizations	Personal Contact	<p>Speaking to law school classes. Recruiting committee will actively seek opportunities to speak to law school clubs and organizations whose members consist of individuals from diverse backgrounds to discuss a career path. Examples of groups the committee has reached out to include:</p> <ul style="list-style-type: none"> • Armenian Law Student Association • Vietnamese American Law Society • Pilipino American Law Society • La Raza Law Students Association • Korean American Law Student Association • Black Law Students Associations • Asian Pacific American Law Student Association
Post job vacancies on websites and in publications geared toward Hispanics, Asians, females and males.	Publication/Print Media	Determine which publications will assist us in meeting our Hispanic recruiting goals and express our desire to hire individuals from diverse backgrounds in recruiting notices. We

		<p>have contacted SF La Raza Lawyers, East Bay La Raza Lawyers Association, and La Raza Lawyers of Santa Clara County to ask them to send out to their members' job postings.</p>
Outreach to Minority Bar Associations	Personal Contact	<p>Notify Minority Bar Associations of employment opportunities and participate in Panel Discussions on Criminal Law issues. Outreach to the three local Bay Area Minority Bar Associations that serve Hispanic attorneys: SF La Raza Lawyers, East Bay La Raza Lawyers Association, and La Raza Lawyers of Santa Clara County. In addition, the Minority Bar Coalition (MBC) which is a coalition of bar organizations that are committed to serving all attorneys from minority groups. Direct outreach to the following:</p> <ul style="list-style-type: none"> • Asian Pacific Bar Association - Silicon Valley • Asian American Bar Association • Charles Houston Bar Association • Bay Area Black Prosecutors Association • San Francisco La Raza Lawyers • Asian American Prosecutors Association • Filipino Bar Association of Northern California • Black Women Lawyers Association of Northern California • East Bay La Raza Lawyers Association • Korean American Bar Association of Northern California • La Raza Lawyers of Santa Clara County

		<ul style="list-style-type: none"> • South Asian Bar Association of Northern California • Vietnamese American Bar Association of Northern California
Outreach to Career Development Office (COO) at Law Schools and other colleges and organizations	Personal Contact	Alumni from the Recruiting Team reach out CDO's expressing our interest in attracting a more diverse applicant pool. La Raza Law Students Association serves Hispanic students. We will be attempting to reach out to all the La Raza organizations on local school campuses.
Post job vacancies on websites and publications focused on serving diverse populations	Publication/ Print Media	Notify Opening Doors, International Rescue Committee, Narika, RYSE Youth Center, Family Justice Centers (West and Central), Center for the Pacific Asian Family, Mujeres Unidas Y Activas, Korean Family American Services, Asian Pacific Islander Legal Outreach, Asian Americans for Community Involvement.
Post job vacancies on websites and publications focused on women in law enforcement.	Publication/ Print Media	Determine which organizations might assist us in recruiting sworn female law enforcement personnel, and express the Office's desire to increase the number of female Senior Inspectors.
Post job vacancies on websites and publications focused on law enforcement professionals with an emphasis on bilingual personnel.	Publication/ Print Media	Determine which organizations might assist us in recruiting sworn law enforcement personnel, and express the Office's desire to increase the number of bilingual Senior Inspectors.

Contact:


 Jason Chan
 Chief of Administrative Services
 (925) 957-2234
jason.chan@contracostada.org



EMPLOYMENT AND HUMAN SERVICES OUTREACH AND RECRUITMENT PLAN

Issue: The Employment and Human Services Department (EHSD) remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2020, the EHSD workforce statistical data indicate the following:

- Whites are underrepresented in Professional, Administrative Support, and Service Maintenance positions
- Asians are underrepresented in Official and Administrator and Professional positions
- Hispanics are underrepresented in Technician positions
- Males are underrepresented in Official and Administrator, Professional, and Administrative Support positions

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community/Faith Based Organizations, Non-Profit Organizations, Professional Groups, Newspapers, Career Fairs, Colleges and Universities, and online recruitment sites who serve the populations listed above.

Message: EHSD will conduct strategic outreach efforts to community/faith based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We will send these organizations all highly sought after and hard to recruit positions within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools:

- Local career fairs, Local colleges and universities
- Websites geared towards helping Whites, Asians and Hispanics find employment.

- Continue to use our a “Day in the Life” Video Series on Website for Social Worker, Eligibility Worker, and Head Start Supervisor
- Continue to use our On-Line Exams for Social Worker Series
- Continue to use specialized brochures for Social Worker Series
- Established on On-Line Exam for the Eligibility Worker classification

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with Community/Faith Based Organizations	Personal Contact	Create consistent ongoing professional relationships with parishioners.
Attend job and career fairs geared towards helping males find employment.	Personal Contact	Attend at least 3 job and career fairs during the fiscal year. EHSD will focus on recruiting Whites, Asians and Hispanics
Partner with local colleges and universities	Personal Contact	Collaborate with Los Medanos, Contra Costa, Diablo Valley College, CAL State East Bay, and St. Mary's colleges.
Research employment websites and register to join the online community.	Internet/Computer	Register with websites such as _ (using specific categories), _ Asian Americans/Pacific Islanders, Hispanic in philanthropy outreach) and outreach to veterans. Utilize LinkedIn, Twitter, Facebook and Instagram more frequently.
Advertising in specific periodicals targeting Whites and Asians.	Publications	BBC News Asia Contra Costa Times East Bay Times
Create specific brochures for hard to recruit positions.	Personal	Information System Techs Information System and Program Analyst Teachers

Contact: Debora Bouttè, Personnel Officer
dboutte@ehsd.cccounty.us



FIRE PROTECTION DISTRICT OUTREACH AND RECRUITMENT PLAN FY 2021-2022

Issue: The Contra Costa County Fire Protection District (District) remains committed to maintain a diverse and inclusive workforce that is reflective of the communities that we serve. As of December 31, 2020, the County's workforce statistical data indicate the following:

- Females are underrepresented in Official and Administrator, Professional, Technical, Protective Services (Sworn), Protective Services (Non-Sworn) and Service Maintenance positions.
- Males are underrepresented in Administrative positions.
- Hispanics are underrepresented in Technicians, Skilled Craft, and Service Maintenance positions.
- Blacks are underrepresented in Service Maintenance and Protective Services (Sworn) positions.
- Asians are underrepresented in Officials and Administrators, Professionals, and Technician positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community Based Organizations, Professional Groups and online recruitment sites who serve the populations listed above.

Message: The District will continue to conduct strategic outreach efforts to community-based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We will electronically send these organizations all open vacancies within the District during the fiscal year. In addition, we will continue to promote careers in the Fire Service by collaborating with middle through high schools, and community colleges with a diverse student population. These proactive measures will help to create a more diverse applicant pool of qualified candidates to apply for District vacancies.

Tools: The District continues to work to diversify the pool of eligible applications. Outreach will be targeted towards local middle and high schools, community colleges and universities. We will expand internship opportunities by hiring District Aides who are current students enrolled in Fire Science certificate programs or recent graduates who have some related work experience and interest in a career in the fire service. The internship opportunities are a useful tool to expand the applicant pool for permanent positions when they become available.

In May 2020, the District started a seasonal wildland mitigation program, hiring 12 Fire Control Workers. The recruitment targeted current District Aides and recent graduates of the EMT or Fire Science programs from local community colleges. The seasonal program ran from May through October 2020. The program is designed to give candidates experience to prepare for a career as a firefighter. The program success resulted in a second season in 2021 with the hiring of 24 Fire Control Workers.

The District also participated in a two-day Public Safety Youth program in June 2021. High School students were exposed to hands-on activities including fire and emergency medical response and learned about the hiring, training, and emergency response procedures, as well as valuable life and safety information. Students were exposed to the many different careers in the fire services such as firefighters, fire inspectors, and fire investigators at this event.

The District participated in several virtual job fairs during the FY 20-21. This included Los Medanos College in July 2020 and May 2021 as well as Concord High School in October 2020.

In January 2021, Sidney Jackett promoted to Battalion Chief and reinvigorated the District's Outreach Team participation and efforts. The Outreach Team met in May 2021 to work through strategic outreach initiatives for the FY 21-22.

Message Distribution

STRATEGY	ELEMENT	TASKS
Attend job and career fairs geared towards helping our underrepresented find employment.	Personal Contact	Attend at least 5 job and career fairs during the fiscal year. The District will focus on recruiting females and Hispanic candidates to distribute information about the District's opportunities and vacancies.

Partner with community based organizations who serve females and Hispanics who are interested in working in all the classifications within the Fire Service and Support Services fields	Personal Contact	Collaborate with the local sporting programs reaching student athletes, and statewide organizations such as the CAL-JAC program.
Research employment websites and register to join the online community.	Internet/Computer	Register with websites such as womenforhire.com and careerwomen.com to reach women who are interested in the Fire Service
Outreach to CBO's and schools to promote a Fire Explorer program for high school students	Personal Contact/Social Media	Provide a unique opportunity to work alongside our fire suppression professionals
Outreach to candidates to offer practice written tests for Firefighter applicants	Personal Contact	CAL Joint Apprenticeship Committee
Outreach to diverse CBO's and academic organizations, Post job vacancies and publications focused on serving diverse populations	Personal Contact/Social Media/Publication	Recruitment/Outreach team will continue actively seeking opportunities to speak to academic organizations whose members consist of individuals diverse backgrounds to discuss career paths in the Fire Service. Examples of the groups the team has reached out to include: <ul style="list-style-type: none"> • IAFF, Local 1230 • IABPF - International Association of Black Professional Firefighters • CA Community Colleges • EMS Paramedic Trade Schools • EMT programs • iWomen (International Association of Women in Fire) • NAHF – International Association of Female Firefighters • NAHFF-National association of Hispanic Firefighters

Contact: Sidney Jackett, Battalion Chief, EEO Coordinator, sjack@cccfpd.org
Holly Trieu, HR Analyst, htrieu@cccfpd.org
Cheryl Morse, HR Analyst, cmors@cccfpd.org



HEALTH SERVICES OUTREACH AND RECRUITMENT PLAN FY 2021-2022

Issue: As of December 31, 2020, Contra Costa Health Services' statistical data showed under-representation of the following:

- Males in Officials and Administrators, Professionals, Technicians and Administrative Support Services.
- Whites in Professional, Technicians, Administrative Support Services, and Service Maintenance positions.
- Blacks in Protective Services Non-Sworn positions.

The Health Services Department has nine divisions providing health care and emergency response services to the residents of Contra Costa County. The majority of our professional classifications are held by women. Per data from the United States Department of Labor, there is a disproportionate representation of women in certain professions such as Registered Nurse, Social Worker, Medical and Health Services Manager, Counselor, and Human Resources Manager.

The Department conducts its own recruitment and strives to reach a diverse applicant pool by utilizing the County's Outreach Mailing List consistently in addition to posting our job announcements online to popular websites such as Craigslist, LinkedIn, Indeed and Monster, and distribution to health professional organizations and community agencies.

Objective: Increase the applicant pool of males, White, and Black candidates who meet the minimum qualifications and maintain a diverse workforce within the Health Services Department.

Message: The Department will continue to utilize the County's list of community/faith based organizations and work with SPIN Recruitment Agency by posting our job announcements to popular websites such as Indeed, Monster, and Craigslist and expand to non-traditional sites. In addition, we participate in local job/career fairs, and collaborate with our division managers to look for innovative ways to attract qualified candidates from affiliated organizations, local colleges and universities.

Tools: Community/Faith based organizations
 Websites geared toward Males and Whites
 Publications geared toward Males and Whites
 Local job/career fairs
 Colleges and Universities
 Professional Organizations

Message Distribution

STRATEGY	ELEMENT	TASKS
Utilize the County's community/faith based organization list	Print Media/Internet	Continue to send job announcements thru General Services to ALL community/faith based organizations
Expand outreach to focused websites and organizations	Internet/Electronic	Continue to work with SPIN Advertising Agency to identify websites and organizations focused toward underrepresented categories and post job announcements online
Expand outreach to publications	Print/Publication	Work with SPIN Advertising Agency to identify publications focused on underrepresented categories and post job announcements
Attend local job and career fairs.	Personal Contact	Attend job fairs to distribute information on the department's vacancies and connect to candidates in person
Expand outreach to colleges and universities	Internet/Computer/Personal Contact	Work with Division Managers who have affiliations with local colleges/universities such as UC Davis, UC Berkeley, UCSF, Kaiser Allied Health, etc...
Expand outreach to professional organizations	Internet/Computer/Personal Contact	Work closely with Hiring Managers who have affiliations with professional organizations and send job announcements electronically

Contact: Jo-Anne Linares (925) 957-5246
Jo-Anne.Linares@cchealth.org



HUMAN RESOURCES OUTREACH AND RECRUITMENT PLAN

Issue: The Board of Supervisors remains committed to maintaining a diverse and inclusive workforce, which is reflective of the communities that we serve. As of December 31, 2020, the Human Resources Department statistical data for gender and ethnicity underrepresentation is listed below:

Male

- Officials and Administrators - 58%
- Professionals - 16%
- Administrative Support- 13%

White

- Administrative Support - 28%

Asian

- Officials and Administrators- 14%
- Professionals- 16%

Objective: Increase outreach to underrepresented candidates for positions in the Human Resources Department.

Message: The department will continue to develop and utilize innovative recruitment tools to attract a diverse applicant pool of qualified candidates desiring a career in government human resources including advertising employment opportunities on websites that will reach a more diverse workforce.

Tools: Our current recruitment strategies include distribution of all County job opportunities to a vast number of community and faith based organizations, colleges, cities, and employment placement services.

Our plan is to post vacancies on websites to include CareersinGovernment, Monster, Hot Jobs, Craigslist, CareerBuilder, Dice, Indeed, Bay Area Careers, SimplyHired, etc. and social media sites such as Facebook, Instagram, Twitter and LinkedIn.

We will also reach out to select universities including University of California, Berkeley, University of California, Los Angeles, University of California, Davis. Local colleges such as Cal State East Bay, Los Medanos and Diablo Valley, as well as other adult schools in the area will be targeted. We will continue to post on sites geared toward human resources professionals such as SHRM, CALPELRA and IPMA.

Message Distribution

STRATEGY	ELEMENT	TASKS
Research employment websites and register to join the online community.	Internet/Computer	Advertise employment opportunities on targeted websites that will reach underrepresented candidates.
Collaborate with our local adult schools and community colleges to attract and recruit students to consider careers in Human Resources.	Internet/Computer	Reach out to local adult schools and junior colleges such as Martinez Adult School, Mt, Diablo Adult Education, West Contra Costa Adult Education, Loma Vista Adult Education, Acalanes Adult Education Diablo Valley College, and Los Medanos College
Increase utilization of social media	Internet/Computer	Advertise employment opportunities on Facebook, Instagram, Twitter and LinkedIn.

Contact: Margaret Tolbert, Human Resources Department at (925) 655-2163
margaret.tolbert@hrd.cccounty.us



LIBRARY OUTREACH AND RECRUITMENT PLAN FY 2021-2022

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve.

According to the December 31, 2020 Contra Costa County Outreach and Recruitment Data Report, males are under-represented in the Library Department by the following percentage in the three (3) occupational categories noted below:

- Officials and Administrators: 58%
- Professionals: 30%
- Administrative Support: 17%

In addition, demographics by race and ethnicity show an underrepresentation of Whites by 10%, and Asians by 17% in the Officials and Administrators occupational category, an underrepresentation of Asians by 18% in the Professionals occupational category, and an underrepresentation of Hispanics by 26% in the Technicians occupational category.

Objective: Ensure that the Library workforce reflects the diversity of the County by continuing to diversify staff in all Library work units while increasing the presence of males, Blacks, Hispanics and Asians within the workforce.

The Library currently meets this objective in the following areas:

1. Demographics by race and ethnicity in the Administrative Support Occupational Category.
2. Demographics by Gender in the Technician Category.

Message: The Library will continue to conduct targeted outreach efforts in order to create a more diverse applicant pool of qualified candidates to apply for vacant positions. This effort will continue to be a part of the Library's overall Marketing

Communications Plan developed in support of the Library's strategic goal of promoting its value, programs and opportunities to the community.

Measurement: The Library will conduct an annual review of applicants as well as employees hired and promoted.

Tools:

- Social Media
- Virtual and local job fairs and career days
- Virtual and local community-based events
- Websites geared towards helping men find employment
- Publications geared toward Hispanics and Asians
- Informational bookmarks and brochures
- Expanded outreach beyond Contra Costa County
- Partnerships with like-minded education facilities
- Expanded marketing materials including graphics and videos

Message Distribution

STRATEGY	ELEMENT	TASKS
<p>Utilize social media to show potential applicants what it is like to work at the Library and expand exposure of open job opportunities.</p> <p>Build our following and brand recognition.</p>	Electronic Media text, photos, graphics and videos.	<p>Media Production Technician will create new content, images, and short promotional videos to post on social media.</p> <p>Create Department Instagram account.</p> <p>Post links of open job opportunities on the Department's Facebook and Instagram pages.</p> <p>Email group administrators of Library branch Facebook pages and EDI Committee members to post upcoming and open job opportunities on social media sites.</p>

<p>Attend virtual and local job fairs, career days, community events and occupational information sessions.</p> <p>Network with local community colleges and universities to increase the applicant pool and explain the library's recruitment mission, strategic plan and goals.</p>	<p>Personal Contact/Outreach, Engagement and Education.</p> <p>Publications</p>	<p>The library will continue to participate in local community events that target underserved populations.</p> <p>We will inform, promote, and present community library jobs and volunteer opportunities virtually or in person.</p> <p>Community Events:</p> <ul style="list-style-type: none"> • California Library Association (CLA) Conference • High School Career Days • DVC Tech Program open house • Industry Insights Zoom Events • DVC Workforce Development Department webinar <p>Job Fairs:</p> <ul style="list-style-type: none"> • Diablo Valley Career Fair • San Jose State Public Service Career Fair • Employment Development Department Job Fairs • East Bay / Walnut Creek Career Fair & Virtual Job Fair (DCG) • Rubicon Hire Event
<p>Update and expand existing list of websites where job vacancies are posted to include websites that are geared towards males, Asians, and Hispanics.</p>	<p>Internet/Computer</p> <p>Personal Contact/Outreach and Engagement</p>	<p>Research employment websites for males.</p> <p>Research employment websites Asians and Hispanics.</p> <p>Contact, register and post vacancies at:</p> <ul style="list-style-type: none"> • ncfm.org (National Coalition for Men)

		<ul style="list-style-type: none"> • naaapsf.org (National Association of Asian American Professionals) • Shelter, Inc. • Salvation Army • ALA Spectrum/ BIPOC in LIS • CCTV
Connect with Community based Organizations to target specific demographics	Internet/Computer Personal Contact/Outreach and Engagement	Reach out to Contra Costa Hispanic Chamber of Commerce, Solano Hispanic Chamber of Commerce, and other like-minded organizations.
Contact and register with Hispanic newspaper sites and publications.	Internet/Periodical/Recruitment	Post job announcements https://el-observador.com/contact-us/ and https://visionhispanausa.com/ to recruit more Hispanic and Spanish speakers Work with newly created Library Spanish speaking group to identify more recruitment sources.
Expanded Outreach beyond Contra Costa County	Internet/Computer Personal Contact/Outreach and Engagement	Reach out to colleges and job boards in Sacramento, Napa, Alameda, Solano, Santa Clara, and/or Sonoma Counties
Continue to create and distribute promotional bookmarks, brochures and how-to documents explaining hiring process and outreach objective for each external recruitment.	Publication/Print Media	Research and find physical community job boards and places to leave recruiting documents at.

Contact: Natalie Darone, Human Resources Analyst II
Natalie.Darone@library.cccounty.us



PROBATION OUTREACH AND RECRUITMENT PLAN FY 2021-2022

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce, which is reflective of the communities that we serve. As of December 31, 2020, the Probation Department's statistical data indicates the following:

- Females are underrepresented in Technical and Service Maintenance positions;
- Males are underrepresented in Administrative Support and Protective Service (Sworn) positions;
- Whites are underrepresented in Officials and Administration, Professional, and Protective Services (Non-sworn) positions;
- Hispanics are underrepresented in Technician and Service Maintenance positions;
- Asians are underrepresented in Official and Administrator, Professional, and Technician positions;

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to educational and vocational training service providers, professional organizations, and online recruitment and employment resource sites who serve the populations listed above.

Message: The Office of EEO, Probation and Human Resources will conduct strategic outreach efforts with the groups and organizations listed above and online websites that serve those populations where we have underrepresentation. These proactive measures will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: Local job fairs and career days
Local Adult Education and vocational training programs
Local colleges and universities

Websites geared towards helping underrepresented populations find employment
 Informational brochures
 Social Media Sources
 Chief Probation Officers of California (CPOC) Website

Message Distribution

STRATEGY	ELEMENT	TASKS
Outreach to diverse colleges and universities with criminal justice and corrections related degree programs	Personal Contact	Create professional relationships and partner with local colleges such as DVC, Los Medanos, and Cal State East Bay to make presentations in classes, and provide organized tours of facilities for students
Outreach to diverse Adult Education and vocational training programs with technical and administrative support skill development programs	Personal Contact	Create professional relationships and partner with local education programs such as the five regional Adult Education centers, and the Contra Costa County Office of Education
Increase ease of communicating employment opportunities, minimum qualifications for hire, and applicant processes through printed resource material	Publication / Print Media	Create recruitment fliers to be disseminated by staff when they come in contact with potential job applicants.
Use employment websites focused on the underrepresented populations	Internet/Computer	Register with websites such as http://www.opportunityjunction.org/ and http://www.eastbayworks.com/cccounty/ https://www.cpoc.org/employment-opportunities to post vacancies and open recruitments
Attend job and career fairs focused on the underrepresented populations	Personal Contact	Attend at least three job and career fairs during the fiscal year sponsored by organizations that identify with diverse populations

Contact: Jeff Waters
Jeff.waters@prob.cccounty.us



PUBLIC DEFENDER OUTREACH AND RECRUITMENT PLAN FY 2020-2021

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce, which is reflective of the communities that we serve. As of December 31, 2019, the Office of the Public Defender workforce statistical data indicates the following:

- Males are underrepresented in Officials and Administrators, Professionals and Administrative Support positions;
- Whites are underrepresented in the Administrative Support positions and
- Asians are underrepresented in Professional and Administrative Support positions.

Objectives:

- Increase the applicant flow of underrepresented groups within our Department's workforce by conducting specific outreach and targeted recruitment efforts to community and/or faith based organizations, Professional Groups and online recruitment sites who serve the populations listed above.

Message: The Department will continue to conduct strategic and targeted outreach efforts to traditionally underrepresented racial minorities, in order to create a more diverse applicant pool of qualified candidates to apply for vacant positions.

Tools: We will continue to increase the pool of eligible applicants for positions in the department by targeting outreach to local colleges, universities and law schools with our above objectives in mind.

Accomplishments: To maintain the diversity of our workforce, the Department Head has formed a diversity committee who actively recruits minority attorneys and graduate law clerk applicants from a diverse array of law schools. The Department strives to promote diversity and achieve gender-balance in the graduate law clerk pool, as this group is a significant source of applicants for the entry-level attorney positions. Although the workforce of this Department represents only a small portion of the County's overall workforce, because of the significant diversity in our client population, we are uniquely focused and committed to achieving the County EEO and Recruitment targets.

Message Distribution

STRATEGY	ELEMENT	TASKS
Network with Universities such as Cal State East Bay, UCLA, USC, UC Davis, SF State, USF Golden Gate Univ. and local Community Colleges as well as local High Schools to increase the applicant pool and explain the Office of the Public Defender's outreach and recruitment mission and goals	Publication Print Media	Reach out to Academic Career Advisors and Alumni Relations to explain the department's goal of increasing the pool of qualified males; send informational letters local High Schools and Community Colleges.
Attend local job and diversity fairs at UC Hastings; Cal State East Bay, UC Davis, SF State, USF Golden Gate Univ.	Personal Contact	Attend and provide flyers that can be distributed at job and diversity fairs; explain department goals to attain diversity and gender-balance in the workforce, with a particular emphasis in outreach to male and Asian applicants.
Email job vacancies to local colleges, universities and law schools to reach a greater applicant pool, such as DVC and Los Medanos, UC Berkeley, etc.	Electronic	Send job announcements of vacancies via email including our goals of attracting a diverse and gender balanced workforce.

Contact: Joanne Sanchez, Administrative Services Officer 925-335-8065

Joanne.Sanchez@pd.cccounty.us



**CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT
OUTREACH AND RECRUITMENT PLAN
FY 2021-2022**

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce, which is reflective of the communities we serve. As of December 31, 2020, the Public Works Department statistical data indicates the following:

- Women are underrepresented in Technicians and Service Maintenance positions.
- Hispanics are underrepresented in Technicians and Skilled Craft Worker positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and targeted recruitment efforts to community/faith based organizations, professional groups and online recruitment sites who serve the populations listed above.

Message: The Public Works Department will conduct strategic and targeted recruitment efforts to create a more diverse applicant pool of qualified candidates for vacant positions. We will electronically send these organizations recruitment information for all open positions within the department during the fiscal year. This targeted recruitment method will help to create a more diverse applicant pool of qualified candidates to apply for Public Works positions.

Tools:

- Community/ faith based organizations
- Local job fairs and career days
- Colleges and universities
- University journals and alumni associations
- Websites that cater to our target audiences
- Create and distribute informational brochures

Message Distribution

STRATEGY	ELEMENT	TASKS
Create brochure that explains the Public Works department outreach and recruitment mission and	Publication and Print Media	Send brochures to CBOs such as Rubicon, St. Vincent de Paul of Alameda and Contra Costa Counties, Job Train, and Green Job Corps.

goals.		Brochures will also be distributed at job and career fairs, as well as conferences and seminars.
Attend job and career fairs that serve women and people of color	Personal Contact	Attend at least 2 job fairs hosted by colleges, universities, community based organizations and professional organizations that serve women and people of color.
Post job vacancies online to reach Public Works target audience.	Electronic	Post job opportunities on websites that target job seekers that are women and people of color, such as tradeswomen.org, womenforhire.com; Society for Black Engineers, Society for Women Engineers, Society for Hispanic Engineers, etc.
Develop relationships with organizations that have apprentice and training programs for trades occupations	Personal contact	Collaborate with local CBOs, apprenticeship, and training programs for trades occupations (i.e. Green Job Corps, Treasure Island Job Corps, and Job Train), to assist the department in identifying a diverse pool of candidates that may be interested in applying for Public Works positions.
Develop relationships with colleges, trade schools and universities to participate in job fairs and advertise job opportunities.	Personal contact	Partner with community colleges, trade schools and California universities to attend their sponsored job fairs and post on their job boards (i.e. Contra Costa Community Colleges, Universal Technical Institute, IBT Tech, UCs and CSUs)
Ensure that oral board and interview panels reflect the diversity of the candidate pool	Personal contact	When contacting potential oral board raters and identifying interview panel members, ensure that there is appropriate diversity on the panels.

Contact: Adrienne Todd, Departmental Personnel Officer
Adrienne.Todd@pw.cccounty.us



SHERIFF-CORONER OUTREACH AND RECRUITMENT PLAN FY 2021 - 2022

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce, which is reflective of the communities that we serve. As of December 31, 2020, the Office of the Sheriff's workforce statistical data indicates the following:

- Asians are underrepresented in Officials and Administrators, Professional, and Technical positions;
- Whites are underrepresented in Service Maintenance positions;
- Blacks are underrepresented in Protective Services (Sworn) positions;
- Hispanics are underrepresented in Protective Services (Non-Sworn) positions;
- Females are underrepresented in Professional, Technical, and Service Maintenance positions;
- Males are underrepresented in Administrative Support positions.

Objective: Increase the recruitment efforts to these underrepresented groups by conducting focused outreach efforts to community organizations, professional groups and online recruitment sites that serve these underrepresented populations.

Message: The Office will conduct strategic and targeted outreach efforts to these underrepresented groups to create a more diverse applicant pool of qualified candidates to apply for and be successful in sworn and civilian positions within the law enforcement community.

Tools: Websites geared toward a diverse group of job seekers interested in working for a law enforcement agency
Community Events and Organizations
Local Job Fairs and Career Days
Local Colleges and Universities
Local Sporting Events
Military Base Recruitment Events
Radio Advertisements
Billboards
Public Transportation Advertisements and Vehicle Wraps
Incorporate non-sworn job opportunities into our robust sworn recruitment efforts

Message Distribution

STRATEGY	ELEMENT	TASKS
Create brochures, flyers, posters, billboards, Public Transportation Wraps, and Radio Ads, that demonstrate the diverse workforce of the Office of the Sheriff. To include the non-sworn positions that support the mission of law enforcement.	Publication Print Media Websites Radio Advertisements Sporting Event Ads Online Hibu Filter	Distribute brochures throughout local and statewide colleges, universities, military bases and East Bay Works. Place advertisements on the SO Law Enforcement Training Center Website, Facebook, Twitter, Claycord.com, State of CA. Deputy Sheriff Association Websites, CA POST Website. Create Radio Ads for local radio station. Create Videos to play at Sporting Events Video Boards.
Attend job fairs and career days that serve a large ethnically diverse population	Online Conference Websites Personal Contact	Set up class presentations, working job fairs, and workshops at Asian and female-dominated high school, colleges, and universities.
Increase exposure in the local communities served by participating in local and community events.	Online Conferences Websites Personal Contact	Participate in recruiting community events. "Coffee with a Cop" events. Local Sporting Events

Contact: Mary Jane Robb, Commander, Management Services
mrobb@so.cccounty.us



**CONTRA COSTA COUNTY
OFFICE OF TREASURER-TAX COLLECTOR
OUTREACH AND RECRUITMENT PLAN
FY 2021-2022**

- Issue:** The Board of Supervisors remains committed to maintain a diverse and inclusive workforce, which is reflective of the communities that we serve. As of December 31, 2020, the Office of Treasurer – Tax Collector statistical data indicates the following:
- Males are underrepresented in Officials & Administrators positions (33%), in Technical positions (26%), and in Administrative Support (38%).
 - Whites (35%) are underrepresented in Officials and Administrator positions.
 - Asians (23%) are underrepresented in Professional positions.
 - Hispanics (26%), Asians (19%) and Whites (17%) are underrepresented in Technical positions.
 - Hispanics (15%) are underrepresented in Administrative Support positions.
- Objective:** Increase the applicant flow of underrepresented groups within our workforce by HR department conducting specific outreach and recruitment efforts to Community Based Organizations (CBO), professional groups and online recruitment sites who serve the populations listed above.
- Message:** Human Resources will conduct strategic outreach efforts to CBO's/faith-based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We request Human Resources to electronically share open vacancies to these organizations during our department's outreach efforts. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.
- Tools:**
- Distribute information to CBOs
 - Local job fairs and Career days
 - Local colleges and universities
 - Websites geared towards recruiting White males to Officials and Administrators
 - Websites geared to recruit Hispanic, Asian and White males to Technician positions
 - Websites geared towards recruiting Asian males to Professional positions
 - Websites geared towards recruiting Hispanic males to Admin Support positions

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with Community Based Organizations who serve males who are interested in working in the Officials and Administrators, Technical and Administrative Support fields	Personal Contact/E-mail	Collaborate with CBOs and professional organizations by sending them announcements of vacancies via e-mail or by mail.
We recommend HR attend job and career fairs geared towards helping White males find employment as Officials & Administrators and Asian males for Professional vacancies	Personal Contact	County HR Representative to attend job and career fairs during the fiscal year. The County will focus on recruiting males for Official & Administrative opportunities and males for Professional opportunities when distributing information about the department's vacancies.
E-mail job vacancies to local community colleges and universities to reach a greater applicant pool	Personal Contact/Electronic	HR to send job announcements of vacancies via e-mail to local colleges such as DVC, Los Medanos and Cal State East Bay.
Partner with professional organizations to reach out to White males to apply for Officials/ Administrators; Asian males to apply to Professional positions; Hispanic, Asian and White males to apply for Technical positions; and Hispanic males to apply for Administrative Support positions within our workforce	Personal Contact/Electronic	Register and post job vacancies on websites such as California State Association of Counties (CSAC) www.counties.org/ , www.californiacitynews.org ; Asian America Multi-Technology Association www.aamasv.com , Government Investment Officers Association (GIOA) https://www.gioa.us/jobs/ (e-mail information to jen.felger@gioa.us); California State Association of Counties (CSAC) https://www.counties.org/public-sector-job-opportunities , and www.idealists.org

Research employment websites and register to join the online community	Electronic	Register and post job vacancies on websites such as www.indeed.com , www.sfbay.craigslist.org , and www.bayareacareer.com/bay_area.php
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Contact: Ronda Boler, (925) 957-2888
Ronda.Boler@tax.cccounty.us



VETERANS SERVICES 2021 OUTREACH AND RECRUITMENT PLAN

Issue: As of December 31, 2020, the Veterans Service Department's statistical data reflects an under-representation for Women – 42% Officials and Administrators, and 24% in Professionals. Administrative support reflects an under-representation of 12%.

- Officials and Administrator positions are under-represented in the following populations: Hispanic, and Asian.
- Professional positions are under-represented in the following populations: Hispanic.
- Administrative Support positions are under-represented in the following populations: Black, Hispanic, and Asian.

Objective: Increase the visibility of Asian, Hispanic, Black, and Women within the workforce. The department will create and nurture partnerships with Community Based Organizations (CBOs) to ensure that we keep them informed about job vacancies and other resources within the County.

Message: The Department will conduct strategic and targeted outreach efforts to Asian, Black, Hispanic, and Women in order to create a more diverse applicant pool of qualified candidates to apply for vacant positions.

Veterans Services has 11.5 full time employees. We recently completed the hiring process for 3 Veterans Services Representative (VSR) 1 positions, and all were filled by under-represented populations. It is anticipated that our department will post for recruitment an open VSR 1 position, our department will utilize job and diversity fairs in an attempt to seek qualified candidates.

Outreach

Tools: Create and distribute informational brochures to CBOs

Attend and participate in local job and diversity fairs

Post job vacancies on websites geared toward the Asian, Hispanic, Black, and Women populations.

Message Distribution

Strategy	Element	Tasks
Create brochure which explains the Veterans Service Department's outreach and recruitment mission and goals	Publication Print Media	Mail brochures to CBOs that serve the Asian, Hispanic, Black, and Women populations so they can share with their clientele. Brochures will also be distributed at job and diversity fairs; events that we will attend.
Mail employment recruitments for current Veterans Service Department vacancies to CBOs	Personal Contact	Collaborate with The Shiva Murugan Temple, National Association of Black Veterans, API Cultural Center, Bay Area Women's Center, and ASNC Young Professionals Group in order to encourage their applications for employment opportunities.
Register and post job vacancies online to reach a broad section of Asian, Hispanic, Black, and Women populations	Electronic	Register and post job vacancies on websites that serve Asian, Hispanic, Black, and Women populations such as: https://www.acareers.net/ http://www.blackcareernetwork.com http://www.workplace-dynamics.com http://bayareawomenscouncil.org/ https://latcareers.com

Contact: Nathan D. Johnson Equal Employment Opportunity Coordinator
Nathan@vs.cccounty.us



Contra
Costa
County

To: Board of Supervisors
From: Karen Caoile, Director of Risk Management
Date: February 1, 2022

Subject: 2020 Advisory Council on EEO Accomplishments

RECOMMENDATION(S):

ACCEPT the 2021 Annual Report from the Advisory Council on Equal Employment Opportunity.

FISCAL IMPACT:

None

BACKGROUND:

The Board of Supervisors Resolution No. 2020/1 requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year.

CONSEQUENCE OF NEGATIVE ACTION:

The ACEEO will be out of compliance with Resolution No. 2020/1

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Antoine Wilson 1-925-335-1455

By: , Deputy

cc:

ATTACHMENTS

2021 ACEEO Annual
Report



ADVISORY BODY ANNUAL REPORT

Advisory Body Name: _____
Advisory Body Meeting Time/Location: _____
Chair (during the reporting period): _____
Staff Person (during the reporting period): _____
Reporting Period: _____

I. Activities

(estimated response length: 1/2 page)

Describe the activities for the past year including areas of study, work, special events, collaborations, etc.

II. Accomplishments

(estimated response length: 1/2 page)

Describe the accomplishments for the past year, particularly in reference to your work plan and objectives.

III. Attendance/Representation

(estimated response length: 1/4 page)

Describe your membership in terms of seat vacancies, diversity, level of participation, and frequency of achieving a quorum at meetings.

IV. Training/Certification

(estimated response length: 1/4 page)

Describe any training that was provided or conducted, and any certifications received, either as a requirement or done on an elective basis by members. NOTE: Please forward copies of any training certifications to the Clerk of the Board.

V. Proposed Work Plan/Objectives for Next Year

(estimated response length: 1/2 page)

Describe the advisory body's workplan, including specific objectives to be achieved in the upcoming year.



Contra
Costa
County

To: Board of Supervisors
From: Karen Caoile, Director of Risk Management
Date: February 1, 2022

Subject: Advisory Council on Equal Employment Opportunity By-Laws

RECOMMENDATION(S):

ACCEPT the updated Advisory Council on Equal Employment Opportunity (EEO) by-laws to reflect that the County Administrator will recommend represented and unrepresented employees to serve on the council when a vacancy occurs for management seats.

FISCAL IMPACT:

None

BACKGROUND:

On June 7, 2021, the Hiring Outreach Oversight Committee discussed and approved the County Administrator to recommend management employees to the two Management seats to the Advisory Council on EEO when they become vacant. Typically, the seats will be filled by one unrepresented management employee and one represented employee. Historically, there have been times when the seats were filled by 2 represented employees or 2 unrepresented employees.

CONSEQUENCE OF NEGATIVE ACTION:

The seats will not be filled.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: Antoine Wilson 1-925-335-1455

By: , Deputy

cc:

ATTACHMENTS

Updated ACEEO
By-Laws

**BY-LAWS
OF THE
ADVISORY COUNCIL ON
EQUAL EMPLOYMENT OPPORTUNITY**

ARTICLE I

MEETINGS:

Section 1: Regular Meetings. Regular Meetings of the ADVISORY COUNCIL ON EQUAL EMPLOYMENT OPPORTUNITY of Contra Costa County, hereinafter referred to as the "Advisory Council," or "Council" shall be held monthly at regular times and places as set by the Advisory Council.

Section 2: Special Meetings. A special meeting may be called at any time by the Chairperson of the Advisory Council or by a majority of the members of the Council, by providing notice to each member of the Council and to the Board of Supervisors, and by posting the information on the ACEEO website. The notice shall be posted at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. The Council shall consider no other business at the meeting.

Section 3: Public Meetings. All regular and special meetings of the Advisory Council shall be open to the public in accordance with the Brown Act of the State of California and the Better Government Ordinance of Contra Costa County.

Section 4: Quorum. A majority of the members currently appointed to the Advisory Council shall constitute a quorum. A quorum is not necessary to conduct a meeting. The vote of a majority of a quorum shall be necessary to act except as otherwise noted in these by-laws.

Section 5: Order of Business. The normal order of business for regular meetings shall be determined by the Chairperson in consultation with members of the Advisory Council and with staff to the Advisory Council at the time of preparation of the meeting agenda or prior to conducting the meeting. The order of business of any meeting may be changed by the affirmative vote of a majority of the quorum of the Advisory Council during the meeting. The order of business shall include the following items not necessarily in the following order:

- A. Call to order
- B. Roll call
- C. Public comment
- D. Approval of minutes of previous meeting
- E. Report by staff
- F. Correspondence
- G. Report by chairperson

- H. Report(s) by Committee(s)
- I. Old business
- J. New business
- K. Public Comment on Non Agenda Items
- L. Review Items for next Agenda
- M. Adjournment

Section 6: Rules of Order. The rules contained in the latest edition of Robert's Rules of Order shall govern the Advisory Council in all cases to which they are applicable and in which they are not inconsistent with the laws governing the Advisory Council and these by-laws, provided that any rule may be modified by majority vote of the Advisory Council.

Section 7: Tapes and Minutes. Each meeting shall be taped, and a written record that accurately reflects the agenda and decisions made at the meeting (minutes) shall be maintained. Copies of the minutes shall be distributed to all Advisory Council members at least one workweek prior to the next regularly scheduled meeting. The meeting tapes can be reviewed upon request at any time with prior notice to staff. The tape from each meeting will be erased one week after the subsequent meeting of the Advisory Council.

Section 8: Manner of voting. The vote of all questions coming before the Advisory Council shall be by voice vote, except by request of a member or staff that a roll call vote be taken, in which case the yeas, nays, and abstentions shall be entered into the minutes of such meeting. The Advisory Council shall attempt to reach a consensus; if unable to reach consensus, then a roll call vote may be taken. Additionally, if a consensus is not reached, then a majority vote is necessary to pass an action.

Section 9: Other Procedures. The Advisory Council may adopt, by majority vote, other rules, regulations and procedures as may be required for the orderly conduct of business.

Section 10: Absence of Advisory Council Members. After a Council member has three unexcused absences in a twelve month period from regularly scheduled meetings, the Advisory Council may recommend formally to the Board of Supervisors that the member be removed.

ARTICLE II

MEMBERSHIP:

Section 1: The Board of Supervisors shall determine the number and composition of the members of the Advisory Council.

Section 2: The two Management Seats on the Council are recommended by the County Administrator and may consists of one non-represented management employee and one represented management employee. All candidates for vacant seats will be interviewed by the Chair and Vice-Chair of the Hiring Outreach Oversight Committee.

Section 3: All members of the Advisory Council are appointed by and serve at the pleasure of the Board of Supervisors.

Section 4: Matters of tenure of appointments and re-appointments are found in the enabling Orders of the Board of Supervisors and County Affirmative Action Plan.

Section 5: All Advisory Council members serve without compensation.

ARTICLE III

OFFICERS:

Section 1: Designation of Officers. The Officers of the Advisory Council shall be the Chairperson and the Vice-Chairperson.

Section 2: Nominations. Advisory Council members may propose candidates for Advisory Council office.

Section 3: Election of Officers. In November of each year, the officers of the Advisory Council shall be elected by a majority vote of the total current membership of the Advisory Council and shall serve for a term of one year commencing on and after the first meeting in November of each year. All officers shall continue to serve until a successor has been elected. No officer shall serve for more than two consecutive terms in one particular office unless this rule is set aside for that particular office by 2/3 vote of the current members. Any officer may be removed from office at any time for just cause on the vote of 2/3 of the current members.

Section 4: Vacancies of Officers. Any vacancy occurring among any of the officers by reason of death, resignation from office or removal of any officer shall be filled by a vote of a majority of all current members of the Advisory Council and the person filling the vacancy shall serve the remaining term of office.

Section 5: Powers and duties of the Chairperson. The Chairperson shall call the meeting to order at the appointed time; shall appoint all committees, subject to the approval of the Advisory Council; shall have all the powers and duties of the presiding officer as described in Robert's Rules of Order; and shall perform other duties as may from time to time be prescribed by the Advisory Council.

Section 6: Powers and Duties of the Vice-Chairperson. The Vice-Chairperson shall have all the powers and perform all the duties of the Chairperson in the absence or inability of the Chairperson to act. The Vice-Chairperson shall perform such other duties as may from time to time be prescribed by the Advisory Council or by the Chairperson.

ARTICLE IV

COMMITTEES:

Section 1: Committees. The Chairperson from time to time may establish committees, composed of members of the Council, define their powers and duties consistent with the Council's mandate as stated in Part IV of the County's Affirmative Action Plan, and appoint the members thereof subject to the approval of the Advisory Council.

Section 2: Each subcommittee shall have a chairperson. The Chairperson of the Advisory Council shall be an ex-officio member of all committees of the Advisory Council and shall be notified of all meetings. A list of members and participants of each committee shall be kept and a copy given to the Advisory Council staff person. Committee meeting notices shall be mailed, e-mailed, telephoned, and/or personally given, approximately one workweek in advance of the meeting date to all members of the committee involved, or by unanimous agreement with less notice. Meeting locations shall be conducive to effective functioning of the committee (e.g. size, accessibility, minimum of distractions, etc.)

At the first meeting of any new committee and at other times as warranted by changing membership or other conditions, the purpose and relevant policies of the Advisory Council and the particular committee shall be reviewed and explained by the Advisory Council Chairperson and/or the committee Chairperson.

Section 3: Meetings. Committees shall meet as warranted.

Section 4: Assistance. Committees may call upon any member of the staff of the Advisory Council for technical or clerical assistance.

Section 5: When the committee Chairperson changes, the outgoing committee Chairperson shall submit to the new committee Chairperson a list of all pending projects of the committee in order to insure continuity and completion of the committee activities and goals.

ARTICLE V

PUBLIC STATEMENTS:

Section 1: Only the Chairperson or his/her designee may speak or make statements officially on behalf of the Advisory Council. The designee shall be a member of the Advisory Council or staff.

ARTICLE VI

AMENDMENTS:

Section 1: As authorized by the Board of Supervisors, the Advisory Council may independently adopt bylaws that address quorum requirements, attendance requirements for continuing membership, the election of officers, and the establishment of subcommittees comprising current members of the advisory body. Advisory Council bylaws addressing other topics must be approved by the Board of Supervisors. Subject to the requirements for Board of Supervisors approval, these bylaws may be adopted, amended or repealed by the affirmative vote of 2/3 of the currently appointed members of the Advisory Council, at any regular or special meeting.

Section 2: Written notice of any proposed changes must be publicly posted and given to members of the Advisory Council at least four days (96 hours) prior to the meeting at which the vote will be called.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 1, 2022

Subject: Fiscal Year 2021–2022 Tax Administration Report for Community Facilities District No. 2007-1. Project No. 7484-6W7249

RECOMMENDATION(S):

ACCEPT the Fiscal Year 2021–2022 Community Facilities District Tax Administration Report on County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Management Facilities), as required by Sections 50075.3 and 53411 of the California Government Code, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

This report relates to special taxes approved by voters and payment for authorized services by said special taxes. Community Facilities District (CFD) No. 2007-1 funds its own administration, including preparation of Annual CFD Tax Administration Reports.

BACKGROUND:

On August 14, 2007, the County of Contra Costa Board of Supervisors established CFD No. 2007-1. In a landowner election held the same day, the sole owner of property within the CFD voted to authorize the levy of a Mello-Roos special tax on property within CFD No. 2007-1. At CFD formation, the CFD boundary included two parcels in the Bay Point area of Contra Costa County (County). The future potential annexation area of CFD No. 2007-1 includes all parcels in the unincorporated

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/01/2022** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 1, 2022

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

Contact: John Steere, (925) 313-2281

By: , Deputy

cc: Allison Knapp, Deputy Public Works Director, Jocelyn LaRocque, Engineering Services, Tim Jensen, Flood Control, Diana Oyler, Finance, Michele Mancuso, Flood Control, John Steere, Flood Control, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

area of the County that will be developed or redeveloped. In Fiscal Year 2020-21, seven additional development projects had completed annexation into CFD No. 2007-1 for a total of 45 projects that are now a part of this CFD. It is anticipated that subsequent development projects within the unincorporated areas of the County will continue to annex into CFD No. 2007-1.

The purpose of the CFD is to generate special tax revenue to fund specified Stormwater Management Facilities services provided by the County to the property owners within CFD 2007-1. The County began to provide authorized CFD services during Fiscal Year 2009-2010.

California Government Code Sections 50075.3 and 53411 require that specified information be provided to the Board of Supervisors on an annual basis. The reporting requirements include information on Mello-Roos CFD Special Taxes collected and the status of any project required or authorized to be funded by the special taxes. The attached CFD Tax Administration Report fulfills the requirement of the Government Code. Information provided in the CFD Tax Administration Report in compliance with regulatory reporting requirements is summarized below:

Section 50075.3

Item (a): Identify amount of special taxes that have been collected and expended.

Response to Item (a): The fiscal year 2021–2022 special tax levy was \$59,860 received from 159 taxed parcels. The total levy has been used to pay Authorized Tier 1 Services, as well as administrative costs for the CFD.

Item (b): Identify the status of any project required or authorized to be funded by the special taxes.

Response to Item (b): The services authorized to be funded from special taxes include stormwater facilities management services that are further described in Section VI of the CFD Tax Administration Report. These services are ongoing.

Section 53411

Item (a): Identify the amount of bonds that have been collected and expended.

Item (b): Identify the status of any projects required or authorized to be funded from bond proceeds.

Response to Items (a) and (b): Section 53411 is not applicable to CFD No. 2007-1, which did not authorize the sale of any bonds or any projects to be funded from bond proceeds.

CONSEQUENCE OF NEGATIVE ACTION:

The County may be out of compliance with California Government Code Sections 50075.3 and 53411.

ATTACHMENTS

2021-22 CFD Tax Administration Report



GOODWIN CONSULTING GROUP

**COUNTY OF CONTRA COSTA
COMMUNITY FACILITIES DISTRICT NO. 2007-1
(STORMWATER MANAGEMENT FACILITIES)**

**CFD TAX ADMINISTRATION REPORT
FISCAL YEAR 2021-22**

September 17, 2021

Community Facilities District No. 2007-1
CFD Tax Administration Report

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EXECUTIVE SUMMARY

The following summary provides a brief overview of the main points from this report regarding the County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Management Facilities) (“CFD No. 2007-1” or the “CFD”):

Fiscal Year 2021-22 Special Tax Levy

Number of Taxed Parcels	Total Special Tax Levy
159	\$59,860

For further detail regarding the special tax levy, or special tax rates, please refer to Section IV of this report.

Development Status for Fiscal Year 2021-22

Type of Property	Parcels
Agricultural Property	1 parcel
Single Family Property	124 parcels
Multi-Family Property	21 parcels
Other Property	13 parcels

For more information regarding the status of development in CFD No. 2007-1, please see Section V of this report.

Delinquency Summary

Delinquent Amount for FY 2020-21 (as of August 25, 2021)	Total Levy for FY 2020-21	Delinquency Rate
\$338	\$51,973	0.65%

I. INTRODUCTION

Community Facilities District No. 2007-1

On August 14, 2007, the County of Contra Costa (the “County”) Board of Supervisors established CFD No. 2007-1. In a landowner election held on the same day, the sole owner of property within the CFD voted to authorize the levy of a Mello-Roos special tax on property within CFD No. 2007-1. Special tax revenue will fund stormwater management facilities services for the property owners of CFD No. 2007-1 as well as for property owners of territories to be annexed to the CFD in the future.

At CFD formation, the CFD boundary included only two parcels located in the north-central part of the County. The future annexation area of CFD No. 2007-1 includes all parcels in the unincorporated portion of the County. It is anticipated that new development in the unincorporated areas of the County will annex into CFD No. 2007-1.

The Mello-Roos Community Facilities Act of 1982

The California State Legislature (the “Legislature”) approved the Mello-Roos Community Facilities Act of 1982 that provides for the levy of a special tax within a defined geographic area (i.e., a community facilities district), if such a levy is approved by two-thirds of the qualified electors in the area. Community facilities districts can generate funding for a broad range of facilities and eligible services. These services include police protection services, fire protection and suppression services, library services, recreation program services, maintenance of parks, parkways and open space, flood and storm protection services, and road maintenance and street lighting services. Special taxes can be allocated to property in any reasonable manner other than on an ad valorem basis.

II. PURPOSE OF REPORT

This CFD Tax Administration Report (the “Report”) presents findings from research and financial analysis performed by Goodwin Consulting Group, Inc. to determine the fiscal year 2021-22 special tax levy for CFD No. 2007-1. The Report is intended to provide information to interested parties regarding the current financial obligations of the CFD and special taxes levied in fiscal year 2021-22.

The remainder of the Report is organized as follows:

- **Section III** identifies the financial obligations of the CFD for fiscal year 2021-22.
- **Section IV** provides a summary of the special tax categories and the methodology that is used to apportion the special tax among parcels in the CFD.
- **Section V** provides an update of the development activity occurring within the CFD, including new building permit activity.
- **Section VI** provides information regarding services authorized to be funded by CFD special taxes.
- **Section VII** provides information on state reporting requirements.

III. SPECIAL TAX REQUIREMENT

Pursuant to the Rate and Method of Apportionment of Special Tax (the “RMA”), which was adopted as an exhibit to the Resolution of Formation of CFD No. 2007-1, special taxes will be levied to pay for the Tier 1 Special Tax Requirement and Tier 2 Special Tax Requirement. The Tier 1 Special Tax Requirement means the amount for each separate Tax Zone in CFD No. 2007-1 necessary in each fiscal year to (i) pay for Authorized Tier 1 Services, (ii) pay administrative expenses, (iii) cure any delinquencies in the payment of Tier 1 special taxes levied in prior fiscal years or (based on delinquencies in the payment of Tier 1 special taxes which have already taken place) are expected to occur in the current fiscal year, and (iv) to create or replenish reserve funds. The Tier 2 Special Tax Requirement means the amount for any permanent stormwater management facility (“PSWMF”) Service Area within a Tax Zone in CFD No. 2007-1 necessary in each fiscal year to (i) pay for Authorized Tier 2 Services, (ii) pay administrative expenses that have not been included in the Tier 1 Special Tax Requirement, (iii) cure any delinquencies in the payment of Tier 2 special taxes levied in prior fiscal years or (based on delinquencies in the payment of Tier 2 special taxes which have already taken place) are expected to occur in the current fiscal year, and (iv) to create or replenish reserve funds.

For fiscal year 2021-22, the Tier 2 Special Tax Requirement is \$0. The fiscal year 2021-22 Tier 1 Special Tax Requirement for Tax Zone 1 is \$59,860, as shown in the table below.

**Community Facilities District No. 2007-1
Tier 1 Special Tax Requirement for Fiscal Year 2021-22
Tax Zone 1**

Authorized Tier 1 Services /1	\$54,418
Reserve Fund	\$5,442
Fiscal Year 2021-22 Tier 1 Special Tax Requirement /2	\$59,860

/1 Includes costs associated with the administration of the CFD.

/2 Total may not sum due to rounding.

IV. SPECIAL TAX LEVY

Special taxes within CFD No. 2007-1 are levied pursuant to the methodology set forth in the RMA. The RMA establishes various special tax categories against which the special tax can be levied, the maximum special tax rates, and the methodology by which the special tax is applied. (*Capitalized terms are defined in the RMA in Appendix C of this Report.*)

Special Tax Categories

The RMA establishes tax categories based on a parcel's current development status. Developed Property is defined as any parcel of taxable property within CFD No. 2007-1 for which (i) a building permit for new construction or substantial redevelopment of a residential or non-residential structure was issued prior to June 1 of the preceding fiscal year, or (ii) land use entitlement(s) involving the creation or redevelopment of impervious surface is granted and exercised where no building permit is required. There are several different types of Developed Property in CFD No. 2007-1; they are further defined as follows:

- **Agricultural Property** means all parcels of Developed Property for which a building permit was issued for construction of a structure located on land that is designated for agricultural use pursuant to the County's General Plan.
- **Single Family Property** is defined as parcels of Developed Property for which a building permit was issued for construction of a single family residential unit that does not share a common wall with another unit, except for attached residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code. A parcel of Single Family Property with an attached residential second unit established pursuant to Section 82-24 will be taxed as one parcel of Single Family Property. Parcels of Agricultural Property and parcels where single family residential use is not the primary use are not considered Single Family Property.
- **Multi-Family Property** is defined as parcels of Developed Property for which a building permit was issued for construction of a residential structure that (i) is located within a mobile home park, or (ii) consists of two or more residential units that share common walls, including duplex, triplex and fourplex units, townhomes, condominiums and apartment units. Multi-Family Property excludes residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code.
- **Other Property** means parcels of Developed Property that are not Agricultural Property, Single Family Property, or Multi-Family Property.

Maximum Special Tax Rates

Each Tax Zone has its own set of maximum special tax rates applicable to each category of property in CFD No. 2007-1. As of the date of this Report, there is only one Tax Zone in the CFD. The maximum special tax rates applicable to each category of property in CFD No. 2007-1 are set forth in Section C of the RMA. The following table identifies the maximum special taxes that can be levied on property in Tax Zone 1 of CFD No. 2007-1 for fiscal year 2021-22.

Community Facilities District No. 2007-1 Fiscal Year 2021-22 Maximum Special Tax Rates Tax Zone 1

Agricultural Property, Single Family Property, and Multi-Family Property

Type of Property	Square Footage (Sq.Ft.)	Fiscal Year 2021-22		
		Maximum Tier 1 Special Tax	Maximum Tier 2 Special Tax	Total Maximum Special Taxes
Agricultural Property	N/A	<i>Per Parcel</i>		
		\$876.50	\$14,570.70	\$15,447.20
Single Family Property	Less than 5,000 Parcel Sq.Ft. 5,000 to 5,999 Parcel Sq.Ft. 6,000 to 6,999 Parcel Sq.Ft. 7,000 to 7,999 Parcel Sq.Ft. 8,000 to 9,999 Parcel Sq.Ft. 10,000 to 13,999 Parcel Sq.Ft. 14,000 to 19,999 Parcel Sq.Ft. 20,000 to 29,999 Parcel Sq.Ft. 30,000 to 39,999 Parcel Sq.Ft. Greater than or Equal to 40,000 Parcel Sq.Ft.	<i>Per Parcel</i>		
		\$543.58	\$9,036.28	\$9,579.86
		\$552.76	\$9,188.90	\$9,741.66
		\$562.72	\$9,354.52	\$9,917.24
		\$571.94	\$9,508.02	\$10,079.96
		\$585.00	\$9,724.82	\$10,309.82
		\$612.58	\$10,183.56	\$10,796.14
		\$657.08	\$10,923.28	\$11,580.36
		\$723.80	\$12,032.42	\$12,756.22
		\$802.84	\$13,346.22	\$14,149.06
Multi-Family Property	Less than 2,500 Unit Sq.Ft. 2,500 to 2,999 Unit Sq.Ft. 3,000 to 3,999 Unit Sq.Ft. 4,000 to 4,999 Unit Sq.Ft. 5,000 to 5,999 Unit Sq.Ft. 6,000 to 6,999 Unit Sq.Ft. 7,000 to 7,999 Unit Sq.Ft. Greater than or Equal to 8,000 Unit Sq.Ft.	<i>Per Unit</i>		
		\$415.76	\$6,911.64	\$7,327.40
		\$419.24	\$6,969.74	\$7,388.98
		\$433.88	\$7,212.56	\$7,646.44
		\$452.28	\$7,518.68	\$7,970.96
		\$471.42	\$7,836.94	\$8,308.36
		\$490.62	\$8,156.06	\$8,646.68
		\$509.04	\$8,462.18	\$8,971.22
		\$518.26	\$8,615.68	\$9,133.94

**Community Facilities District No. 2007-1
Fiscal Year 2021-22 Maximum Special Tax Rates
Tax Zone 1**

Other Property

Fiscal Year 2021-22					
Maximum Tier 1 Special Tax		Maximum Tier 2 Special Tax		Total Maximum Special Taxes*	
Base Maximum Tier 1 Special Tax (per Parcel)	Incremental Maximum Tier 1 Special Tax (per Impervious Square Foot)	Base Maximum Tier 2 Special Tax (per Parcel)	Incremental Maximum Tier 2 Special Tax (per Impervious Square Foot)	Base Maximum Special Taxes (per Parcel)	Incremental Maximum Special Taxes (per Impervious Square Foot)
\$427.24	\$0.03	\$8,700.19	\$0.19	\$9,127.44	\$0.22

* Totals may not sum due to rounding.

Apportionment of Special Taxes

The amount of special tax levied on each parcel in the CFD each fiscal year will be determined by application of Section D of the RMA. Pursuant to this section, the Tier 1 Special Tax Requirement will be allocated as follows:

For each Tax Zone, the Tier 1 special tax will be levied until the amount of the levy equals the Tier 1 Special Tax Requirement. The first step requires the Tier 1 special taxes to be levied proportionately on each parcel of Developed Property that is not Taxable Public Property up to 100% of Maximum Tier 1 Special Tax for that Tax Zone, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone. If additional revenue is needed after the first step is completed, then the Tier 1 special tax will be levied proportionately on each parcel of Taxable Public Property up to 100% of the Maximum Tier 1 Special Tax that had applied to the parcel prior to the parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone. The Tier 1 special tax shall be collected in the same manner and at the same time as ordinary ad valorem taxes, provided, however, that the County may bill directly, collect at a different time or in a different manner.

Also pursuant to Section D of the RMA, the Tier 2 Special Tax Requirement shall be allocated as follows:

For each PSWMF Service Area in a Tax Zone, the Tier 2 special tax, if applicable, will be levied until the amount of the levy equals the Tier 2 Special Tax Requirement. The first step requires the Tier 2 special taxes to be levied proportionately on each parcel of Developed Property that is not Taxable Public Property up to 100% of Maximum Tier 2 Special Tax for that Tax Zone, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area. If additional revenue is needed after the first step is completed, then the Tier 2 special tax will be

levied proportionately on each parcel of Taxable Public Property up to 100% of the Maximum Tier 2 Special Tax that had applied to the parcel prior to the parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area. The Tier 2 special tax shall be billed directly to the property owner(s) within a PSWMF Service Area on an as needed basis.

Application of the Maximum Tier 1 Special Tax rate to all the parcels of Developed Property for fiscal year 2021-22 will generate Tier 1 special tax revenue of \$143,508. However, since the Tier 1 Special Tax Requirement for fiscal year 2021-22 is only \$59,860, Developed Property will not be taxed at the maximum tax rate. Only the amount needed to generate the Tier 1 Special Tax Requirement of \$59,860 will be levied, which is approximately 41.71% of the maximum. Since the tax on Developed Property fully funds the Tier 1 Special Tax Requirement for fiscal year 2021-22, no tax shall be levied on Taxable Public Property. Since the Tier 2 Special Tax Requirement for fiscal year 2021-22 is \$0, no Tier 2 special taxes shall be levied. A summary of the maximum and actual special taxes levied in fiscal year 2021-22 is presented in Appendix A.

V. DEVELOPMENT STATUS

As of May 31, 2021, 159 building permits have been issued within CFD No. 2007-1. Of these 159 permits, 124 have been issued on parcels of Single Family Property, 21 have been issued on parcels of Multi-Family Property, 1 has been issued on a parcel of Agricultural Property, and 13 have been issued on parcels of Other Property.

Based on the current status of development in CFD No. 2007-1, the following table summarizes the allocation of parcels to special tax categories defined in the RMA:

**Community Facilities District No. 2007-1
Allocation to Special Tax Categories
Fiscal Year 2021-22**

Type of Property	Number of Parcels
Agricultural Property	1
Single Family Property	124
Multi-Family Property	21
Other Property	13

VI. AUTHORIZED SERVICES

The Resolution of Formation adopted on August 14, 2007, authorizes the funding of the following services within CFD No. 2007-1:

Services

The services to be funded, in whole or in part, by the CFD include all direct and incidental costs related to County oversight and enforcement of the obligations of property owners and homeowners' associations for the monitoring, inspection, reporting, operation, maintenance, repair, reconstruction, and replacement of PSWMFs for property included in the CFD:

- Tier 1. Periodic monitoring, inspection and reporting of PSWMFs, including but not limited to site visits, completion of inspection forms and records, review of property owner self-inspection and other records; provision of certification letters and/or maintenance recommendations; management of data and records related to operation and maintenance of PSWMFs; preparation and submission of National Pollutant Discharge Elimination System and other governmental reports and CFD required reports; and the accumulation of administrative and liability reserves.
- Tier 2. Code enforcement, nuisance abatement, and other activities related to the operation and maintenance of PSWMFs, including but not limited to additional site visits, letters and notices to property owners and others; hearings; lien recordation and enforcement; attorney's fees and other legal expenses; periodic maintenance activities, such as mulching, removing trash and invasive vegetation, filling soil, mowing, and trimming vegetation; repair, reconstruction, and replacement work; and the accumulation of administrative and liability reserves.

In addition to the specific services described under Tier 1 and Tier 2, the CFD may fund any other costs, expenses, or liabilities in connection with the monitoring, inspection, reporting, operation, maintenance, repair, reconstruction, and replacement of PSWMFs.

The CFD may fund any of the following related to the services described above: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities, paying the salaries and benefits of personnel (including but not limited to inspection and maintenance workers and other personnel), and for payment of other related expenses (including but not limited to employee benefit expenses and an allocation of general overhead expenses). Any services to be funded by the CFD must be in addition to those provided in the territory of the CFD before the date of creation of the CFD, and may not supplant services already available within that territory when the CFD is created. It is expected that the services will be provided by the County, either with its own employees or by contract with third parties, or by the Contra Costa County Flood Control and Water Conservation District, or any combination thereof.

Administrative Expenses

The direct and indirect expenses incurred by the County in connection with the establishment and administration of the CFD (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County related to the CFD or the collection of special taxes, an allocable share of the salaries of County staff directly related thereto and a proportionate amount of the County's general administrative overhead related thereto, any amounts paid by the County from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the County in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the County in any way related to the CFD.

Other

The incidental expenses that may be financed by the CFD include: (i) all costs associated with the establishment and administration of the CFD, the determination of the amount of and collection of taxes, the payment of taxes, and costs otherwise incurred in order to carry out the authorized purposes of the CFD, (ii) any other expenses incidental to the provision of the services eligible to be funded by the CFD, and (iii) any amounts necessary to maintain a reserve required by the County for the payment of the costs of the services.

VII. STATE REPORTING REQUIREMENTS

Assembly Bill No. 1666

On July 25, 2016, Governor Jerry Brown signed Assembly Bill No. 1666, adding Section 53343.2 to the California Government Code (“GC”). The bill enhances the transparency of community facilities districts by requiring that certain reports be accessible on a local agency’s web site. Pursuant to Section 53343.2, a local agency that has a web site shall, within seven months after the last day of each fiscal year of the district, display prominently on its web site the following information:

Item (a): A copy of an annual report, if requested, pursuant to GC Section 53343.1. The report required by Section 53343.1 includes CFD budgetary information for the prior fiscal year and is only prepared by a community facilities district at the request of a person who resides in or owns property in the community facilities district. If the annual report has not been requested to be prepared, then a posting to the web site would not be necessary.

Item (b): A copy of the report provided to the California Debt and Investment Advisory Commission (“CDIAC”) pursuant to GC Section 53359.5. Under Section 53359.5, local agencies must provide CDIAC with the following: (i) notice of proposed sale of bonds; (ii) annual reports on the fiscal status of bonded districts; and (iii) notice of any failure to pay debt service on bonds, or of any draw on a reserve fund to pay debt service on bonds.

Item (c): A copy of the report provided to the State Controller’s Office pursuant to GC Section 12463.2. This section refers to the parcel tax portion of a local agency’s Financial Transactions Report that is prepared for the State Controller’s Office annually. Note that school districts are not subject to the reporting required by GC Section 12463.2.

Assembly Bill No. 1483

On October 9, 2019, Governor Gavin Newsom signed Assembly Bill No. 1483, adding Section 65940.1 to the California Government Code. The law requires that a city, county, or special district that has an internet website, maintain on its website a current schedule of fees, exactions, and affordability requirements imposed by the public agency on all housing development projects. Pursuant to Section 65940.1, the definition of an exaction includes a special tax levied pursuant to the Mello-Roos Community Facilities Act.

Assembly Bill No. 1483 defines a housing development project as consisting of (a) residential units only; or (b) mixed-use developments consisting of residential and non-residential land uses with at least two-thirds of the square footage designated for residential use; or (c) transitional housing or supportive housing. Assembly Bill No. 1483 also requires a city, county, or special district to update this information on their website within 30 days of any changes made to the information.

Senate Bill No. 165

On September 18, 2000, former Governor Gray Davis signed Senate Bill 165 which enacted the Local Agency Special Tax and Bond Accountability Act. In approving the bill, the Legislature declared that local agencies need to demonstrate to the voters that special taxes and bond proceeds are being spent on the facilities and services for which they were intended. To further this objective, the Legislature added Sections 50075.3 and 53411 to the California Government Code setting forth annual reporting requirements relative to special taxes collected and bonds issued by a local public agency. Pursuant to the Sections 50075.3 and 53411, the “chief fiscal officer” of the public agency will, by January 1, 2002, and at least once a year thereafter, file a report with the City setting forth (i) the amount of special taxes that have been collected and expended; (ii) the status of any project required or authorized to be funded by the special taxes; (iii) if bonds have been issued, the amount of bonds that have been collected and expended; and (iv) if bonds have been issued, the status of any project required or authorized to be funded from bond proceeds.

APPENDIX A

Summary of Fiscal Year 2021-22 Special Tax Levy

County of Contra Costa
Community Facilities District No. 2007-1
(Stormwater Management Facilities)
Special Tax Levy Summary for FY 2021-22

Tax Zone 1

Type of Property	FY 2021-22 Maximum Special Taxes				FY 2021-22 Actual Special Taxes				Parcels/ Units	Impervious Sq. Ft.	FY 2021-22 Total Special Tax
	<u>Tier 1</u>	<u>Tier 2</u>	<u>Incremental Tier 1</u>	<u>Incremental Tier 2</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Incremental Tier 1</u>	<u>Incremental Tier 2</u>			
Agricultural Property	<i>(per parcel)</i>				<i>(per parcel)</i>						
	\$876.50	\$14,570.70	n/a	n/a	\$365.60	\$0.00	n/a	n/a	1 parcels	n/a	\$365.60
Single Family Property	<i>(per parcel)</i>				<i>(per parcel)</i>						
Less than 5,000 Parcel Sq.Ft.	\$543.58	\$9,036.28	n/a	n/a	\$226.74	\$0.00	n/a	n/a	49 parcels	n/a	\$11,110.26
5,000 to 5,999 Parcel Sq.Ft.	\$552.76	\$9,188.90	n/a	n/a	\$230.56	\$0.00	n/a	n/a	11 parcels	n/a	\$2,536.16
6,000 to 6,999 Parcel Sq.Ft.	\$562.72	\$9,354.52	n/a	n/a	\$234.72	\$0.00	n/a	n/a	5 parcels	n/a	\$1,173.60
7,000 to 7,999 Parcel Sq.Ft.	\$571.94	\$9,508.02	n/a	n/a	\$238.56	\$0.00	n/a	n/a	5 parcels	n/a	\$1,192.80
8,000 to 9,999 Parcel Sq.Ft.	\$585.00	\$9,724.82	n/a	n/a	\$244.02	\$0.00	n/a	n/a	4 parcels	n/a	\$976.08
10,000 to 13,999 Parcel Sq.Ft.	\$612.58	\$10,183.56	n/a	n/a	\$255.52	\$0.00	n/a	n/a	4 parcels	n/a	\$1,022.08
14,000 to 19,999 Parcel Sq.Ft.	\$657.08	\$10,923.28	n/a	n/a	\$274.08	\$0.00	n/a	n/a	20 parcels	n/a	\$5,481.60
20,000 to 29,999 Parcel Sq.Ft.	\$723.80	\$12,032.42	n/a	n/a	\$301.92	\$0.00	n/a	n/a	20 parcels	n/a	\$6,038.40
30,000 to 39,999 Parcel Sq.Ft.	\$802.84	\$13,346.22	n/a	n/a	\$334.88	\$0.00	n/a	n/a	6 parcels	n/a	\$2,009.28
Greater than or Equal to 40,000 Parcel Sq.Ft.	\$876.50	\$14,570.70	n/a	n/a	\$365.60	\$0.00	n/a	n/a	7 parcels	n/a	\$2,559.20
Multi-Family Property	<i>(per unit)</i>				<i>(per unit)</i>						
Less than 2,500 Unit Sq.Ft.	\$415.76	\$6,911.64	n/a	n/a	\$173.42	\$0.00	n/a	n/a	62 units	n/a	\$10,752.12
2,500 to 2,999 Unit Sq.Ft.	\$419.24	\$6,969.74	n/a	n/a	\$174.88	\$0.00	n/a	n/a	0 units	n/a	\$0.00
3,000 to 3,999 Unit Sq.Ft.	\$433.88	\$7,212.56	n/a	n/a	\$180.98	\$0.00	n/a	n/a	0 units	n/a	\$0.00
4,000 to 4,999 Unit Sq.Ft.	\$452.28	\$7,518.68	n/a	n/a	\$188.66	\$0.00	n/a	n/a	0 units	n/a	\$0.00
5,000 to 5,999 Unit Sq.Ft.	\$471.42	\$7,836.94	n/a	n/a	\$196.64	\$0.00	n/a	n/a	0 units	n/a	\$0.00
6,000 to 6,999 Unit Sq.Ft.	\$490.62	\$8,156.06	n/a	n/a	\$204.64	\$0.00	n/a	n/a	0 units	n/a	\$0.00
7,000 to 7,999 Unit Sq.Ft.	\$509.04	\$8,462.18	n/a	n/a	\$212.34	\$0.00	n/a	n/a	0 units	n/a	\$0.00
Greater than or Equal to 8,000 Unit Sq.Ft.	\$518.26	\$8,615.68	n/a	n/a	\$216.18	\$0.00	n/a	n/a	0 units	n/a	\$0.00
Other Property	<i>(per parcel)</i>		<i>(per Impervious Square Foot)</i>		<i>(per parcel)</i>		<i>(per Impervious Square Foot)</i>				
	\$427.24	\$8,700.19	\$0.03	\$0.19	\$178.22	\$0.00	\$0.01	\$0.00	13 parcels	937,276	\$14,642.78
Total FY 2021-22 Special Tax Levy											\$59,859.96

APPENDIX B

***Fiscal Year 2021-22 Special Tax Levy
for Individual Assessor's Parcels***

County of Contra Costa
Community Facilities District No. 2007-1
(Stormwater Management Facilities)
Special Tax Levy for Fiscal Year 2021-22

Assessor's Parcel Number	Tax Zone	Development Status	Type of Property	Parcel Square Footage	Impervious Square Footage	FY 2021-22 Tier 1 Actual Special Tax	FY 2021-22 Tier 2 Actual Special Tax	FY 2021-22 Total Actual Special Tax
002-040-064-4	1	Undeveloped	Agricultural	N/A	12,000	\$0.00	\$0.00	\$0.00
020-190-083-4	1	Undeveloped	Single Family	241,758		\$0.00	\$0.00	\$0.00
020-190-084-2	1	Undeveloped	Single Family	855,083		\$0.00	\$0.00	\$0.00
095-060-026-2	1	Developed	Single Family	4,393		\$226.74	\$0.00	\$226.74
095-060-027-0	1	Developed	Single Family	3,740		\$226.74	\$0.00	\$226.74
095-060-028-8	1	Developed	Single Family	3,742		\$226.74	\$0.00	\$226.74
095-060-029-6	1	Developed	Single Family	4,393		\$226.74	\$0.00	\$226.74
095-060-030-4	1	Developed	Single Family	5,351		\$230.56	\$0.00	\$230.56
095-060-031-2	1	Developed	Single Family	3,157		\$226.74	\$0.00	\$226.74
095-060-032-0	1	Developed	Single Family	3,162		\$226.74	\$0.00	\$226.74
095-060-033-8	1	Developed	Single Family	3,454		\$226.74	\$0.00	\$226.74
095-060-034-6	1	Developed	Single Family	4,426		\$226.74	\$0.00	\$226.74
096-031-022-5	1	Developed	Other	N/A	53,431	\$870.72	\$0.00	\$870.72
098-590-001-8	1	Developed	Single Family	4,650		\$226.74	\$0.00	\$226.74
098-590-002-6	1	Developed	Single Family	4,743		\$226.74	\$0.00	\$226.74
098-590-003-4	1	Developed	Single Family	4,646		\$226.74	\$0.00	\$226.74
098-590-004-2	1	Developed	Single Family	4,646		\$226.74	\$0.00	\$226.74
098-590-005-9	1	Developed	Single Family	5,361		\$230.56	\$0.00	\$230.56
098-590-006-7	1	Developed	Single Family	4,923		\$226.74	\$0.00	\$226.74
098-590-007-5	1	Developed	Single Family	4,608		\$226.74	\$0.00	\$226.74
098-590-008-3	1	Developed	Single Family	4,608		\$226.74	\$0.00	\$226.74
098-590-009-1	1	Developed	Single Family	4,608		\$226.74	\$0.00	\$226.74
098-590-010-9	1	Developed	Single Family	6,515		\$234.72	\$0.00	\$234.72
098-590-011-7	1	Developed	Single Family	5,930		\$230.56	\$0.00	\$230.56
098-590-012-5	1	Developed	Single Family	5,335		\$230.56	\$0.00	\$230.56
098-590-013-3	1	Developed	Single Family	5,115		\$230.56	\$0.00	\$230.56
098-590-014-1	1	Developed	Single Family	4,603		\$226.74	\$0.00	\$226.74
098-590-015-8	1	Developed	Single Family	4,604		\$226.74	\$0.00	\$226.74
098-590-016-6	1	Developed	Single Family	4,987		\$226.74	\$0.00	\$226.74
098-590-017-4	1	Developed	Single Family	4,884		\$226.74	\$0.00	\$226.74
098-590-018-2	1	Developed	Single Family	4,632		\$226.74	\$0.00	\$226.74
098-590-019-0	1	Developed	Single Family	4,632		\$226.74	\$0.00	\$226.74
098-590-020-8	1	Developed	Single Family	4,939		\$226.74	\$0.00	\$226.74
098-590-021-6	1	Developed	Single Family	4,601		\$226.74	\$0.00	\$226.74
098-590-022-4	1	Developed	Single Family	4,600		\$226.74	\$0.00	\$226.74
098-590-023-2	1	Developed	Single Family	4,600		\$226.74	\$0.00	\$226.74
098-590-024-0	1	Developed	Single Family	4,600		\$226.74	\$0.00	\$226.74
098-590-025-7	1	Developed	Single Family	4,600		\$226.74	\$0.00	\$226.74
098-590-026-5	1	Developed	Single Family	4,600		\$226.74	\$0.00	\$226.74
098-590-027-3	1	Developed	Single Family	4,600		\$226.74	\$0.00	\$226.74
098-590-028-1	1	Developed	Single Family	4,600		\$226.74	\$0.00	\$226.74
098-590-029-9	1	Developed	Single Family	4,603		\$226.74	\$0.00	\$226.74
098-590-030-7	1	Developed	Single Family	4,674		\$226.74	\$0.00	\$226.74
098-590-031-5	1	Developed	Single Family	4,612		\$226.74	\$0.00	\$226.74
098-590-032-3	1	Developed	Single Family	4,612		\$226.74	\$0.00	\$226.74
098-590-033-1	1	Developed	Single Family	4,612		\$226.74	\$0.00	\$226.74
098-590-034-9	1	Developed	Single Family	4,609		\$226.74	\$0.00	\$226.74
098-590-035-6	1	Developed	Single Family	4,604		\$226.74	\$0.00	\$226.74
098-590-036-4	1	Developed	Single Family	4,821		\$226.74	\$0.00	\$226.74
098-590-037-2	1	Developed	Single Family	4,821		\$226.74	\$0.00	\$226.74
098-590-038-0	1	Developed	Single Family	4,821		\$226.74	\$0.00	\$226.74
098-590-039-8	1	Developed	Single Family	5,603		\$230.56	\$0.00	\$230.56
098-590-040-6	1	Developed	Single Family	5,801		\$230.56	\$0.00	\$230.56
098-590-041-4	1	Developed	Single Family	5,631		\$230.56	\$0.00	\$230.56
098-590-042-2	1	Developed	Single Family	6,372		\$234.72	\$0.00	\$234.72
098-590-043-0	1	Developed	Single Family	4,636		\$226.74	\$0.00	\$226.74
098-590-044-8	1	Developed	Single Family	4,839		\$226.74	\$0.00	\$226.74
098-590-045-5	1	Developed	Single Family	5,936		\$230.56	\$0.00	\$230.56
098-590-046-3	1	Developed	Single Family	8,349		\$244.02	\$0.00	\$244.02
098-590-047-1	1	Developed	Single Family	4,646		\$226.74	\$0.00	\$226.74
098-590-048-9	1	Developed	Single Family	4,646		\$226.74	\$0.00	\$226.74
098-590-049-7	1	Developed	Single Family	4,743		\$226.74	\$0.00	\$226.74
098-590-050-5	1	Developed	Single Family	4,650		\$226.74	\$0.00	\$226.74
099-210-023-0	1	Developed	Other	N/A	19,026	\$424.80	\$0.00	\$424.80
116-063-026-3	1	Developed	Single Family	27,617		\$301.92	\$0.00	\$301.92
116-063-027-1	1	Developed	Single Family	15,595		\$274.08	\$0.00	\$274.08
116-063-028-9	1	Developed	Single Family	19,689		\$274.08	\$0.00	\$274.08
116-063-029-7	1	Developed	Single Family	21,432		\$301.92	\$0.00	\$301.92
116-063-030-5	1	Developed	Single Family	23,740		\$301.92	\$0.00	\$301.92
116-063-031-3	1	Developed	Single Family	18,295		\$274.08	\$0.00	\$274.08
116-063-032-1	1	Developed	Single Family	27,704		\$301.92	\$0.00	\$301.92

County of Contra Costa
Community Facilities District No. 2007-1
(Stormwater Management Facilities)
Special Tax Levy for Fiscal Year 2021-22

Assessor's Parcel Number	Tax Zone	Development Status	Type of Property	Parcel Square Footage	Impervious Square Footage	FY 2021-22 Tier 1 Actual Special Tax	FY 2021-22 Tier 2 Actual Special Tax	FY 2021-22 Total Actual Special Tax
116-100-051-6	1	Developed	Single Family	14,985		\$274.08	\$0.00	\$274.08
116-100-052-4	1	Developed	Single Family	21,649		\$301.92	\$0.00	\$301.92
116-100-053-2	1	Developed	Single Family	24,611		\$301.92	\$0.00	\$301.92
116-100-054-0	1	Developed	Single Family	17,947		\$274.08	\$0.00	\$274.08
116-100-055-7	1	Developed	Single Family	18,034		\$274.08	\$0.00	\$274.08
116-100-056-5	1	Developed	Single Family	16,553		\$274.08	\$0.00	\$274.08
116-100-057-3	1	Developed	Single Family	17,380		\$274.08	\$0.00	\$274.08
116-100-058-1	1	Developed	Single Family	31,537		\$334.88	\$0.00	\$334.88
117-040-086-3	1	Developed	Single Family	156,380		\$2,192.64	\$0.00	\$2,192.64
125-120-118-0	1	Undeveloped	Single Family	1,836		\$0.00	\$0.00	\$0.00
125-120-119-8	1	Developed	Multi-Family	1,349		\$173.42	\$0.00	\$173.42
125-120-120-6	1	Developed	Multi-Family	1,355		\$173.42	\$0.00	\$173.42
125-120-121-4	1	Developed	Multi-Family	1,442		\$173.42	\$0.00	\$173.42
125-120-122-2	1	Developed	Multi-Family	1,413		\$173.42	\$0.00	\$173.42
125-120-123-0	1	Developed	Multi-Family	1,385		\$173.42	\$0.00	\$173.42
125-120-124-8	1	Developed	Multi-Family	1,412		\$173.42	\$0.00	\$173.42
125-120-125-5	1	Undeveloped	Single Family	1,631		\$0.00	\$0.00	\$0.00
138-120-019-3	1	Developed	Other	N/A	14,116	\$361.16	\$0.00	\$361.16 /1
140-220-019-8	1	Developed	Single Family	39,988		\$334.88	\$0.00	\$334.88
140-220-020-6	1	Developed	Single Family	39,988		\$334.88	\$0.00	\$334.88
140-220-021-4	1	Undeveloped	Single Family	110,512		\$0.00	\$0.00	\$0.00
148-480-014-7	1	Developed	Other	N/A	125,987	\$1,811.10	\$0.00	\$1,811.10
159-040-094-9	1	Developed	Other	N/A	27,925	\$540.14	\$0.00	\$540.14
166-010-042-9	1	Developed	Single Family	18,330		\$274.08	\$0.00	\$274.08
166-010-043-7	1	Developed	Single Family	14,280		\$274.08	\$0.00	\$274.08
166-010-044-5	1	Undeveloped	Single Family	22,825		\$0.00	\$0.00	\$0.00
166-010-045-2	1	Developed	Single Family	37,000		\$334.88	\$0.00	\$334.88
166-010-046-0	1	Undeveloped	Single Family	30,400		\$0.00	\$0.00	\$0.00
166-010-047-8	1	Developed	Single Family	50,200		\$365.60	\$0.00	\$365.60
166-010-048-6	1	Developed	Single Family	24,700		\$301.92	\$0.00	\$301.92
166-010-049-4	1	Developed	Single Family	22,170		\$301.92	\$0.00	\$301.92
166-010-050-2	1	Undeveloped	Single Family	39,200		\$0.00	\$0.00	\$0.00
166-210-008-8	1	Undeveloped	Single Family	263,974		\$0.00	\$0.00	\$0.00
166-240-006-6	1	Undeveloped	Single Family	35,937		\$0.00	\$0.00	\$0.00
166-240-007-4	1	Undeveloped	Single Family	96,311		\$0.00	\$0.00	\$0.00
167-360-002-7	1	Developed	Other	N/A	56,250	\$907.26	\$0.00	\$907.26
167-360-004-3	1	Undeveloped	Other	N/A		\$0.00	\$0.00	\$0.00
169-150-010-0	1	Undeveloped	Single Family	57,238		\$0.00	\$0.00	\$0.00
169-150-011-8	1	Undeveloped	Single Family	41,905		\$0.00	\$0.00	\$0.00
169-150-012-6	1	Undeveloped	Single Family	55,539		\$0.00	\$0.00	\$0.00
169-150-013-4	1	Undeveloped	Single Family	43,821		\$0.00	\$0.00	\$0.00
169-150-014-2	1	Undeveloped	Single Family	266,849		\$0.00	\$0.00	\$0.00
180-131-036-6	1	Developed	Single Family	18,519		\$274.08	\$0.00	\$274.08
180-131-037-4	1	Developed	Single Family	17,503		\$274.08	\$0.00	\$274.08
184-100-034-0	1	Developed	Single Family	6,217		\$234.72	\$0.00	\$234.72
184-100-035-7	1	Developed	Single Family	4,343		\$226.74	\$0.00	\$226.74
184-100-036-5	1	Developed	Single Family	6,971		\$234.72	\$0.00	\$234.72
184-100-037-3	1	Developed	Single Family	9,129		\$244.02	\$0.00	\$244.02
184-100-038-1	1	Developed	Single Family	7,349		\$238.56	\$0.00	\$238.56
184-100-039-9	1	Developed	Single Family	13,573		\$255.52	\$0.00	\$255.52
184-100-040-7	1	Developed	Single Family	13,993		\$255.52	\$0.00	\$255.52
184-100-041-5	1	Developed	Single Family	11,496		\$255.52	\$0.00	\$255.52
184-100-042-3	1	Developed	Single Family	7,187		\$238.56	\$0.00	\$238.56
184-100-043-1	1	Developed	Single Family	7,864		\$238.56	\$0.00	\$238.56
184-100-044-9	1	Developed	Single Family	6,787		\$234.72	\$0.00	\$234.72
184-100-045-6	1	Developed	Single Family	8,090		\$244.02	\$0.00	\$244.02
184-100-046-4	1	Developed	Single Family	8,061		\$244.02	\$0.00	\$244.02
184-100-047-2	1	Developed	Single Family	7,514		\$238.56	\$0.00	\$238.56
184-100-048-0	1	Developed	Single Family	5,083		\$230.56	\$0.00	\$230.56
184-100-049-8	1	Developed	Single Family	7,578		\$238.56	\$0.00	\$238.56
184-450-038-7	1	Developed	Other	N/A	28,533	\$548.02	\$0.00	\$548.02 /2
184-590-001-6	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-002-4	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-003-2	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-004-0	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-005-7	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-006-5	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-007-3	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-008-1	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-009-9	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-010-7	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-011-5	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42

County of Contra Costa
Community Facilities District No. 2007-1
(Stormwater Management Facilities)
Special Tax Levy for Fiscal Year 2021-22

Assessor's Parcel Number	Tax Zone	Development Status	Type of Property	Parcel Square Footage	Impervious Square Footage	FY 2021-22 Tier 1 Actual Special Tax	FY 2021-22 Tier 2 Actual Special Tax	FY 2021-22 Total Actual Special Tax
184-590-012-3	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-013-1	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
184-590-014-9	1	Developed	Multi-Family	1,557		\$173.42	\$0.00	\$173.42
187-180-031-2	1	Developed	Single Family	29,403		\$301.92	\$0.00	\$301.92
187-180-032-0	1	Developed	Single Family	20,560		\$301.92	\$0.00	\$301.92
187-231-034-5	1	Developed	Single Family	24,350		\$301.92	\$0.00	\$301.92
187-231-035-2	1	Developed	Single Family	20,909		\$301.92	\$0.00	\$301.92
188-232-042-5	1	Developed	Single Family	31,145		\$334.88	\$0.00	\$334.88
188-232-043-3	1	Developed	Single Family	22,303		\$301.92	\$0.00	\$301.92
188-232-044-1	1	Developed	Single Family	33,411		\$334.88	\$0.00	\$334.88
192-240-024-5	1	Developed	Single Family	41,469		\$365.60	\$0.00	\$365.60
192-240-025-2	1	Undeveloped	Single Family	66,342		\$0.00	\$0.00	\$0.00
193-111-022-3	1	Developed	Single Family	27,007		\$301.92	\$0.00	\$301.92
193-111-023-1	1	Undeveloped	Single Family	29,316		\$0.00	\$0.00	\$0.00
193-210-029-8	1	Developed	Single Family	20,691		\$301.92	\$0.00	\$301.92
193-210-030-6	1	Developed	Single Family	21,911		\$301.92	\$0.00	\$301.92
193-210-033-0	1	Undeveloped	Single Family	25,700		\$0.00	\$0.00	\$0.00
193-210-034-8	1	Developed	Single Family	28,837		\$301.92	\$0.00	\$301.92
195-351-044-1	1	Developed	Single Family	41,251		\$365.60	\$0.00	\$365.60
195-351-045-8	1	Developed	Single Family	56,149		\$365.60	\$0.00	\$365.60
197-090-003-9	1	Developed	Other	N/A	18,215	\$414.30	\$0.00	\$414.30
198-081-021-0	1	Developed	Single Family	21,780		\$301.92	\$0.00	\$301.92
198-081-022-8	1	Developed	Single Family	21,780		\$301.92	\$0.00	\$301.92
198-100-005-0	1	Developed	Single Family	40,075		\$365.60	\$0.00	\$365.60
198-100-006-8	1	Developed	Single Family	42,253		\$365.60	\$0.00	\$365.60
198-100-011-8	1	Developed	Single Family	77,537		\$365.60	\$0.00	\$365.60
198-100-013-4	1	Developed	Single Family	20,125		\$301.92	\$0.00	\$301.92
198-100-014-2	1	Undeveloped	Single Family	62,901		\$0.00	\$0.00	\$0.00
203-150-002-4	1	Developed	Other	N/A	43,705	\$744.66	\$0.00	\$744.66
203-770-005-7	1	Developed	Other	N/A	12,650	\$342.16	\$0.00	\$342.16
223-042-007-3	1	Developed	Agricultural	N/A		\$365.60	\$0.00	\$365.60
357-140-054-2	1	Undeveloped	Single Family	5,314		\$0.00	\$0.00	\$0.00
357-140-056-7	1	Developed	Single Family	5,968		\$230.56	\$0.00	\$230.56
357-140-057-5	1	Developed	Single Family	3,790		\$226.74	\$0.00	\$226.74
357-140-058-3	1	Undeveloped	Single Family	4,835		\$0.00	\$0.00	\$0.00
357-140-059-1	1	Undeveloped	Single Family	4,269		\$0.00	\$0.00	\$0.00
357-140-060-9	1	Undeveloped	Multi-Family	5,924		\$0.00	\$0.00	\$0.00
357-140-061-7	1	Developed	Single Family	10,051		\$255.52	\$0.00	\$255.52
357-140-062-5	1	Undeveloped	Single Family	4,751		\$0.00	\$0.00	\$0.00
357-140-063-3	1	Undeveloped	Single Family	5,300		\$0.00	\$0.00	\$0.00
357-140-064-1	1	Undeveloped	Single Family	10,019		\$0.00	\$0.00	\$0.00
380-010-026-9	1	Developed	Other	N/A	74,980	\$1,150.02	\$0.00	\$1,150.02 /3
408-090-049-3	1	Developed	Other	N/A	390,936	\$5,245.04	\$0.00	\$5,245.04
409-080-028-7	1	Developed	Multi-Family	29,926		\$7,471.02	\$0.00	\$7,471.02
420-080-025-0	1	Developed	Other	N/A	70,820	\$1,096.10	\$0.00	\$1,096.10 /4

Total Special Tax Levy for FY 2021-22	\$59,859.96
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/1 Project spans over two parcels; the Incremental Special Tax per Impervious Square Foot for APN 138-120-018-5 is levied on APN 138-120-019-3.

/2 Project spans over three parcels; the Incremental Special Tax per Impervious Square Foot for APNs 184-450-039-5 and 184-450-040-3 is levied on APN 184-450-038-7.

/3 Project spans over two parcels; the Incremental Special Tax per Impervious Square Foot for APN 380-010-023-6 is levied on APN 380-010-026-9.

/4 Project spans over three parcels; the Incremental Special Tax per Impervious Square Foot for APNs 419-180-020-2 and 420-080-004-5 is levied on APN 420-080-025-0.

Goodwin Consulting Group, Inc.

APPENDIX C

Rate and Method of Apportionment of Special Tax

**COUNTY OF CONTRA COSTA
COMMUNITY FACILITIES DISTRICT NO. 2007-1
(STORMWATER FACILITY MAINTENANCE)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in Community Facilities District No. 2007-1 (Stormwater Facility Maintenance) [herein "CFD No. 2007-1" or "CFD"] shall be levied and collected according to the tax liability determined by the Board of Supervisors of the County of Contra Costa, acting in its capacity as the legislative body of CFD No. 2007-1, through the application of the appropriate Special Taxes, as described below. All of the property in CFD No. 2007-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2007-1 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the direct and indirect expenses incurred by the CFD or the County in connection with the establishment and administration of CFD No. 2007-1 (including, but not limited to, the levy and collection of the Special Taxes) including the fees and expenses of attorneys, any fees of the County or the CFD related to CFD No. 2007-1 or the collection of Special Taxes, an allocable share of the salaries of County or CFD staff directly related thereto and a proportionate amount of the County's and the CFD's general administrative overhead related thereto, any amounts paid by the County or the CFD from their respective general funds with respect to CFD No. 2007-1 or the services authorized to be financed by CFD No. 2007-1, and expenses incurred by the County or the CFD in undertaking action to foreclose on properties for which the payment of Special Taxes is delinquent, any amounts necessary to maintain a reserve required by CFD No. 2007-1 for the payment of services and all other costs and expenses of the County or the CFD in any way related to CFD No. 2007-1.

"Administrator" means the person or firm designated by the Board of Supervisors to administer the Special Taxes according to this RMA.

"Agricultural Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a structure located on land that is designated for agricultural use pursuant to the County's General Plan.

“Assessor’s Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Authorized Services” means, collectively, the Authorized Tier 1 Services and Authorized Tier 2 Services.

“Authorized Tier 1 Services” means the public services identified as Tier 1 services that are authorized to be funded by CFD No. 2007-1, as set forth in the CFD formation documents adopted by the Board of Supervisors.

“Authorized Tier 2 Services” means the public services identified as Tier 2 services that are authorized to be funded by CFD No. 2007-1, as set forth in the CFD formation documents adopted by the Board of Supervisors.

“Board of Supervisors” means the Board of Supervisors of the County of Contra Costa, acting as the legislative body of CFD No. 2007-1.

“County” means the County of Contra Costa.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which (i) a building permit for new construction or substantial redevelopment of a residential or non-residential structure was issued prior to June 1 of the preceding Fiscal Year, or (ii) land use entitlement(s) involving the creation or redevelopment of impervious surface is granted and exercised where no building permit is required. . Developed Property shall not include Parcels on which a structure(s) exists at the time CFD No. 2007-1 was formed unless additional building permits are issued for additional development or substantial redevelopment on the Parcel or, for future annexations, at the time that Parcel(s) is annexed to CFD No. 2007-1.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Impervious Square Foot” or **“Impervious Square Footage”** means the impervious square footage assigned to a Parcel as determined by the County Public Works Department.

“Maximum Special Taxes” means, collectively, the Maximum Tier 1 Special Tax and Maximum Tier 2 Special Tax.

“Maximum Tier 1 Special Tax” means the maximum Tier 1 Special Tax that can be levied on Taxable Property in any Fiscal Year determined in accordance with Section C below.

“Maximum Tier 2 Special Tax” means the maximum Tier 2 Special Tax that can be levied on Taxable Property in any Fiscal Year determined in accordance with Section C below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure that (i) is located within a mobile home park, or (ii) consists of two or more residential units that share common walls, including duplex, triplex and fourplex units, townhomes, condominiums and apartment

units. Multi-Family Property excludes residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code.

“Other Property” means, in any Fiscal Year, all Parcels of Developed Property that are not Agricultural Property, Single Family Property, or Multi-Family Property.

“Parcel” see definition of Assessor’s Parcel.

“Parcel Square Foot” or **“Parcel Square Footage”** means, for Agricultural Property and Single Family Property, the square footage assigned to a Parcel as determined by the County Public Works Department based on information from the Assessor’s Parcel map.

“PSWMF” means any permanent stormwater management facility for treatment and/or flood control, as determined by the County Public Works Department, located within the boundaries of CFD No. 2007-1.

“PSWMF Service Area” means an area within a Tax Zone, as determined by the County Public Works Department, that is comprised of one or more Parcels that are served by a specific PSWMF.

“Public Property” means any property within the boundaries of CFD No. 2007-1 that is owned or irrevocable offered for dedication to the federal government, State of California, County, or other local governments or public agencies.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Single Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a single family residential unit that does not share a common wall with another unit, except for attached residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code. A Parcel of Single Family Property with an attached residential second unit established pursuant to Section 82-24 will be taxed as one Parcel of Single Family Property pursuant to this RMA. Excepted from classification as Single Family Property are Parcels of Agricultural Property and Parcels for which the single family residential use is not the primary use.

“Special Taxes” means, collectively, the Tier 1 Special Tax and Tier 2 Special Tax.

“Taxable Property” means all Assessors’ Parcels within the boundaries of CFD No. 2007-1 that are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Public Property” means, in any Fiscal Year, all Assessors’ Parcels in CFD No. 2007-1 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently have come under the ownership of a public agency.

“Tax Zone” means one of the mutually exclusive tax zones identified in Attachment 2 of this RMA. Attachment 2 will be updated to include new Tax Zones or new Parcels added to CFD No. 2007-1 as a result of future annexations to the CFD.

“Tier 1 Special Tax” means a special tax levied in any Fiscal Year to pay the Tier 1 Special Tax Requirement.

“Tier 1 Special Tax Requirement” means the amount for *each separate Tax Zone* in CFD No. 2007-1 necessary in any Fiscal Year to (i) pay for Authorized Tier 1 Services, (ii) pay Administrative Expenses for the Fiscal Year, (iii) cure any delinquencies in the payment of Tier 1 Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Tier 1 Special Taxes which have already taken place) are expected to occur in the current Fiscal Year, and (iv) to create or replenish reserve funds.

“Tier 2 Special Tax” means a special tax levied in any Fiscal Year to pay the Tier 2 Special Tax Requirement.

“Tier 2 Special Tax Requirement” means, for *any PSWMF Service Area* within a Tax Zone, that amount necessary in any Fiscal Year to (i) pay for Authorized Tier 2 Services, (ii) pay Administrative Expenses that have not been included in the Tier 1 Special Tax Requirement, (iii) cure any delinquencies in the payment of Tier 2 Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Tier 2 Special Taxes which have already taken place) are expected to occur in the current Fiscal Year, and (iv) to create or replenish reserve funds.

“Unit” means (i) for Single Family Property, an individual single-family unit, (ii) for Multi-Family Property, an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, apartment structure, or mobile home park.

“Unit Square Foot” or **“Unit Square Footage”** means, for Multi-Family Property, the square footage assigned to a Parcel as determined by the County Public Works Department, based on information from the Assessor’s Parcel map, divided by the number of Units on that Parcel.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Developed Property within CFD No. 2007-1 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2007-1, the Administrator shall update Attachment 2 of this RMA to include each new Parcel that is annexed into an existing Tax Zone or, if a new Tax Zone is created, each new Tax Zone and the Assessor’s Parcel(s) included in the Tax Zone. If a new Tax Zone is created, the Administrator shall update Attachment 1 of this RMA to include the Maximum Special Taxes for that Tax Zone. The Administrator shall also determine: (i) whether each Assessor’s Parcel of Developed Property is Agricultural Property, Single Family Property, Multi-Family Property, or Other Property, (ii) for Parcels of Agricultural Property and Single Family Property, the Parcel Square Footage of each Parcel, (ii) for Parcels of Multi-Family Property, the number of Units, the total

square footage of each Parcel, and the Unit Square Footage of each Unit, and (iii) for Other Property, the Impervious Square Footage of each Parcel. For Multi-Family Property, the number of Units shall be determined by referencing the development plan for the property or other County development records. Finally, the Administrator shall also determine the Tier 1 Special Tax Requirement for each Tax Zone.

The Administrator shall, on an ongoing basis, coordinate with County staff to determine whether a Tier 2 Special Tax levy will be required for any PSWMF Service Area. If such a levy is required, the Administrator shall determine the Tier 2 Special Tax Requirement for the PSWMF Service Area subject to the Tier 2 Special Tax levy. The Administrator shall also determine the current Assessor's Parcel number, the Parcel Square Footage of all Parcels of Agricultural Property and Single Family Property, the Unit Square Footage of all Parcels of Multi-Family Property, and the Impervious Square Footage of all Parcels of Other Property in the PSWMF Service Area subject to the levy.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2007-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

The Maximum Special Tax rates for each Tax Zone are shown in Attachment 1 of this RMA. The Maximum Special Taxes for a Parcel of Taxable Property shall be determined by the following:

1. Agricultural Property or Single Family Property

The Maximum Special Taxes for a Parcel of Agricultural Property or Single Family Property is the sum of the applicable Maximum Tier 1 Special Tax and the Maximum Tier 2 Special Tax rates shown in Attachment 1 of this RMA for the Tax Zone and the then current Fiscal Year.

2. Multi-Family Property

The Maximum Special Taxes for a Parcel of Multi-Family Property is the sum of (i) the number of Units on the Parcel multiplied by the applicable Maximum Tier 1 Special Tax rate for such Parcel, and (ii) the number of Units on the Parcel multiplied by the applicable Maximum Tier 2 Special Tax rate for such Parcel, as shown in Attachment 1 of this RMA for the Tax Zone and the then current Fiscal Year.

3. *Other Property*

The Maximum Special Taxes for a Parcel of Other Property is the sum of the Maximum Tier 1 Special Tax and Maximum Tier 2 Special Tax for such Parcel. The Maximum Tier 1 Special Tax for such Parcel is the sum of: (i) the base Maximum Tier 1 Special Tax for the Tax Zone, and (ii) the incremental Maximum Tier 1 Special Tax multiplied by the Parcel's Impervious Square Footage for the Tax Zone, as shown in Attachment 1 of this RMA. The Maximum Tier 2 Special Tax for such Parcel is the sum of: (i) the base Maximum Tier 2 Special Tax for the Tax Zone, and (ii) the incremental Maximum Tier 2 Special Tax multiplied by the Parcel's Impervious Square Footage for the Tax Zone, as shown in Attachment 1 of this RMA.

D. METHOD OF LEVY AND MANNER OF COLLECTION OF THE SPECIAL TAXES

The Special Taxes shall be levied and collected according to the methodology outlined below:

1. *Tier 1 Special Tax*

For each Tax Zone, the Tier 1 Special Tax shall be levied as follows until the amount of the levy equals the Tier 1 Special Tax Requirement for that Tax Zone.

Step 1: The Tier 1 Special Tax shall be levied proportionately on each Parcel of Developed Property that is not Taxable Public Property up to 100% of the Maximum Tier 1 Special Tax for that Tax Zone, as shown in Attachment 1 of this RMA, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone.

Step 2: If additional revenue is needed after Step 2, the Tier 1 Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Tier 1 Special Tax that had applied to the Parcel prior to the Parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone.

The Tier 1 Special Tax for CFD No. 2007-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the County may bill directly, collect at a different time or in a different manner.

2. *Tier 2 Special Tax*

For any PSWMF Service Area in a Tax Zone, the Tier 2 Special Tax, if applicable, shall be levied as follows until the amount of the levy equals the Tier 2 Special Tax Requirement for that PSWMF Service Area.

Step 1: The Tier 2 Special Tax shall be levied proportionately on each Parcel of Developed Property that is not Taxable Public Property up to 100% of the

Maximum Tier 2 Special Tax for that Tax Zone, as shown in Attachment 1 of this RMA, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area.

Step 2: If additional revenue is needed after Step 1, the Tier 2 Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Tier 2 Special Tax that had applied to the Parcel prior to the Parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area.

The Tier 2 Special Tax for CFD No. 2007-1 shall be billed directly to the property owner(s) within a PSWMF Service Area on an as needed basis.

E. LIMITATIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Public Property that is not Taxable Public Property or property owned by a homeowner's or property owner's association.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The County reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the County's discretion. Interpretations may be made by the County by resolution of the Board of Supervisors for purposes of clarifying any vagueness or ambiguity in this RMA.

G. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board of Supervisors whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board of Supervisors) or the Board of Supervisors (if the appeal is filed with the Board of Supervisors) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any legal action by such owner.

Attachment 1

County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Facility Maintenance)

Maximum Special Taxes for Tax Zone 1¹ For Agricultural Property, Single Family Property, and Multi-Family Property

Type of Property	Square Footage (Sq.Ft.)	Maximum Special Taxes for FY 2007-08 ²		
		Maximum Tier 1 Special Tax	Maximum Tier 2 Special Tax	Maximum Special Taxes
Agricultural Property	N/A	\$564.17 <i>per Parcel</i>	\$9,378.63 <i>per Parcel</i>	\$9,942.80 <i>per Parcel</i>
Single Family Property	Less than 5,000 Parcel Sq.Ft.	\$349.88 <i>per Parcel</i>	\$5,816.32 <i>per Parcel</i>	\$6,166.20 <i>per Parcel</i>
	5,000 TO 5,999 Parcel Sq.Ft.	\$355.79 <i>per Parcel</i>	\$5,914.56 <i>per Parcel</i>	\$6,270.35 <i>per Parcel</i>
	6,000 TO 6,999 Parcel Sq.Ft.	\$362.20 <i>per Parcel</i>	\$6,021.17 <i>per Parcel</i>	\$6,383.37 <i>per Parcel</i>
	7,000 TO 7,999 Parcel Sq.Ft.	\$368.14 <i>per Parcel</i>	\$6,119.97 <i>per Parcel</i>	\$6,488.11 <i>per Parcel</i>
	8,000 TO 9,999 Parcel Sq.Ft.	\$376.54 <i>per Parcel</i>	\$6,259.51 <i>per Parcel</i>	\$6,636.05 <i>per Parcel</i>
	10,000 TO 13,999 Parcel Sq.Ft.	\$394.30 <i>per Parcel</i>	\$6,554.79 <i>per Parcel</i>	\$6,949.09 <i>per Parcel</i>
	14,000 TO 19,999 Parcel Sq.Ft.	\$422.94 <i>per Parcel</i>	\$7,030.92 <i>per Parcel</i>	\$7,453.86 <i>per Parcel</i>
	20,000 TO 29,999 Parcel Sq.Ft.	\$465.89 <i>per Parcel</i>	\$7,744.83 <i>per Parcel</i>	\$8,210.72 <i>per Parcel</i>
	30,000 TO 39,999 Parcel Sq.Ft.	\$516.76 <i>per Parcel</i>	\$8,590.48 <i>per Parcel</i>	\$9,107.24 <i>per Parcel</i>
	Greater than or Equal to 40,000 Parcel Sq.Ft.	\$564.17 <i>per Parcel</i>	\$9,378.63 <i>per Parcel</i>	\$9,942.80 <i>per Parcel</i>
Multi-Family Property	Less than 2,500 Unit Sq.Ft.	\$267.61 <i>per Unit</i>	\$4,448.77 <i>per Unit</i>	\$4,716.38 <i>per Unit</i>
	2,500 TO 2,999 Unit Sq.Ft.	\$269.85 <i>per Unit</i>	\$4,486.17 <i>per Unit</i>	\$4,756.02 <i>per Unit</i>
	3,000 TO 3,999 Unit Sq.Ft.	\$279.27 <i>per Unit</i>	\$4,642.46 <i>per Unit</i>	\$4,921.73 <i>per Unit</i>
	4,000 TO 4,999 Unit Sq.Ft.	\$291.12 <i>per Unit</i>	\$4,839.50 <i>per Unit</i>	\$5,130.62 <i>per Unit</i>
	5,000 TO 5,999 Unit Sq.Ft.	\$303.44 <i>per Unit</i>	\$5,044.35 <i>per Unit</i>	\$5,347.79 <i>per Unit</i>
	6,000 TO 6,999 Unit Sq.Ft.	\$315.80 <i>per Unit</i>	\$5,249.76 <i>per Unit</i>	\$5,565.56 <i>per Unit</i>
	7,000 TO 7,999 Unit Sq.Ft.	\$327.65 <i>per Unit</i>	\$5,446.80 <i>per Unit</i>	\$5,774.45 <i>per Unit</i>
	Greater than or Equal to 8,000 Unit Sq.Ft.	\$333.59 <i>per Unit</i>	\$5,545.60 <i>per Unit</i>	\$5,879.19 <i>per Unit</i>

¹Tax Zones that are added to CFD No. 2007-1 as a result of future annexations will have their Maximum Special Taxes determined during the annexation process. This Attachment 1 shall be updated to reflect each new annexation.

²Beginning in January 2008, and each January thereafter, the Maximum Special Taxes shown in this Attachment 1 shall be adjusted by applying the greater of (i) the increase, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers that had occurred since January of the prior year, or (ii) the increase, if any, in the Engineering News Record's Common Labor Index that had occurred since January of the prior year. Each annual adjustment of the Maximum Special Taxes shall be come effective on the following July 1.

Attachment 1 Cont.

**County of Contra Costa
Community Facilities District No. 2007-1
(Stormwater Facility Maintenance)**

**Maximum Special Taxes for Tax Zone 1¹
For Other Property**

Maximum Special Taxes for FY 2007-08²					
<i>Maximum Tier 1 Special Tax</i>		<i>Maximum Tier 2 Special Tax</i>		<i>Maximum Special Taxes</i>	
<i>Base Maximum Tier 1 Special Tax (per Parcel)</i>	<i>Incremental Maximum Tier 1 Special Tax (per Impervious Square Foot)</i>	<i>Base Maximum Tier 2 Special Tax (per Parcel)</i>	<i>Incremental Maximum Tier 2 Special Tax (per Impervious Square Foot)</i>	<i>Base Maximum Special Taxes (per Parcel)</i>	<i>Incremental Maximum Special Taxes (per Impervious Square Foot)</i>
\$275.00	\$0.02	\$5,600.00	\$0.12	\$5,875.00	\$0.14

¹Tax Zones that are added to CFD No. 2007-1 as a result of future annexations will have their Maximum Special Taxes determined during the annexation process. This Attachment 1 shall be updated to reflect each new annexation.

²Beginning in January 2008, and each January thereafter, the Maximum Special Taxes shown in this Attachment 1 shall be adjusted by applying the greater of (i) the increase, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers that had occurred since January of the prior year, or (ii) the increase, if any, in the Engineering News Record's Common Labor Index that had occurred since January of the prior year. Each annual adjustment of the Maximum Special Taxes shall be come effective on the following July 1.

Attachment 2

County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Facility Maintenance)

Identification of Tax Zones

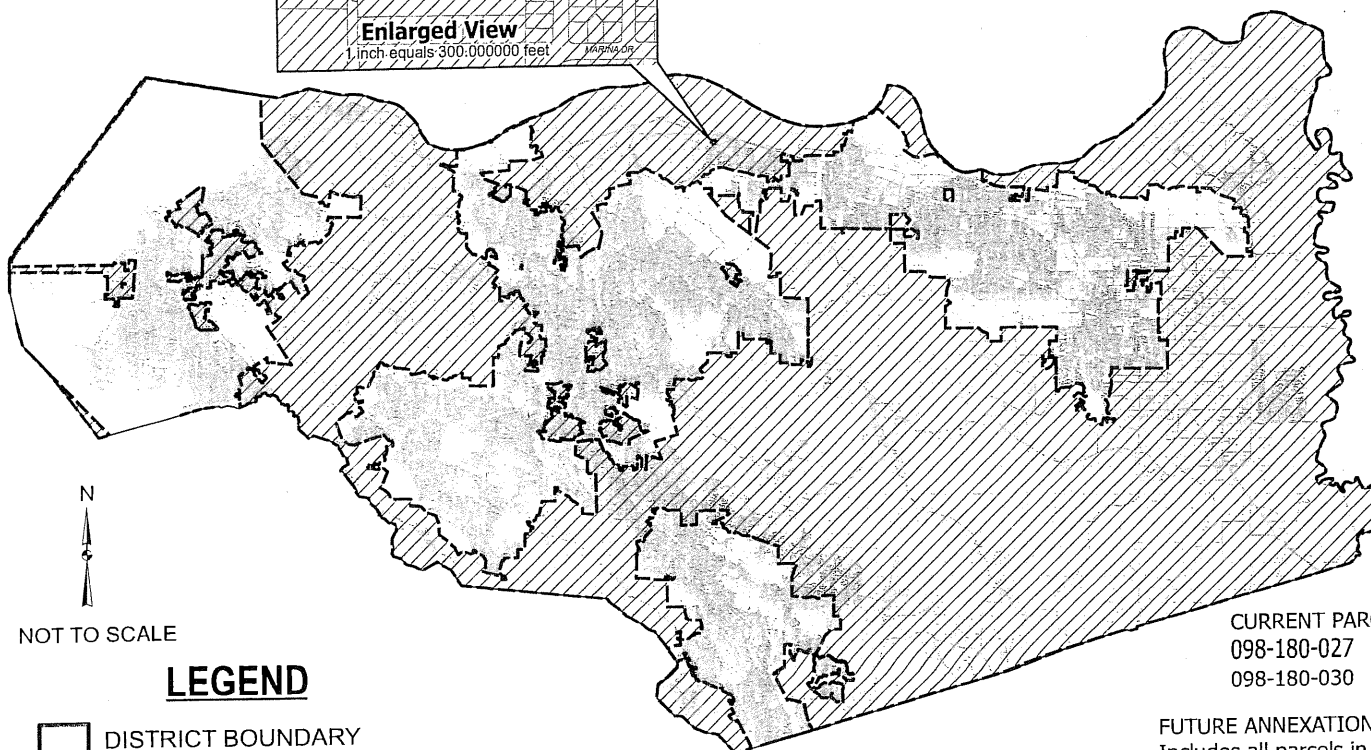
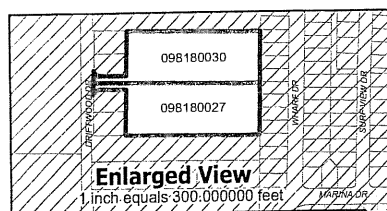
Tax Zone	Assessor's Parcels Included in Tax Zone¹
1	098-180-027 098-180-030

¹The property identified by the Assessor's Parcel numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. This Attachment 2 shall be updated to reflect Parcels that are added to a Tax Zone or Tax Zones that are added to CFD No. 2007-1 as a result of future annexations.

APPENDIX D

Boundary Map of Community Facilities District No. 2007-1

PROPOSED BOUNDARY MAP
CONTRA COSTA COUNTY COMMUNITY FACILITIES DISTRICT NO. 2007-1
(STORMWATER MANAGEMENT FACILITIES)
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



NOT TO SCALE

LEGEND

- DISTRICT BOUNDARY
 FUTURE ANNEXATION AREA

Filed in the office of the Clerk of the Board of
Supervisors of the County of Contra Costa, this
____ day of _____, 2007.

By: _____
Clerk of the Board of
Supervisors,
County of Contra Costa

I hereby certify that the within map showing
proposed boundaries of the County of Contra
Costa Community Facilities District No. 2007-1
(Stormwater Management Facilities), County
of Contra Costa, State of California, was
approved by the Board of Supervisors of the
County of Contra Costa at a meeting thereof
held on the ____ day of _____,
2007, by its Resolution No. ____.

By: _____
Clerk of the Board of
Supervisors,
County of Contra Costa

Filed this ____ day of _____, 2007,
at the hour of ____ o'clock ____ m., in Book
____ of Maps of Assessment and Community
Facilities Districts at Page ____ in the office of
the County Recorder in the County of Contra
Costa, State of California.

By: _____
County Recorder,
County of Contra Costa

CURRENT PARCEL NUMBERS IN DISTRICT BOUNDARY
098-180-027
098-180-030

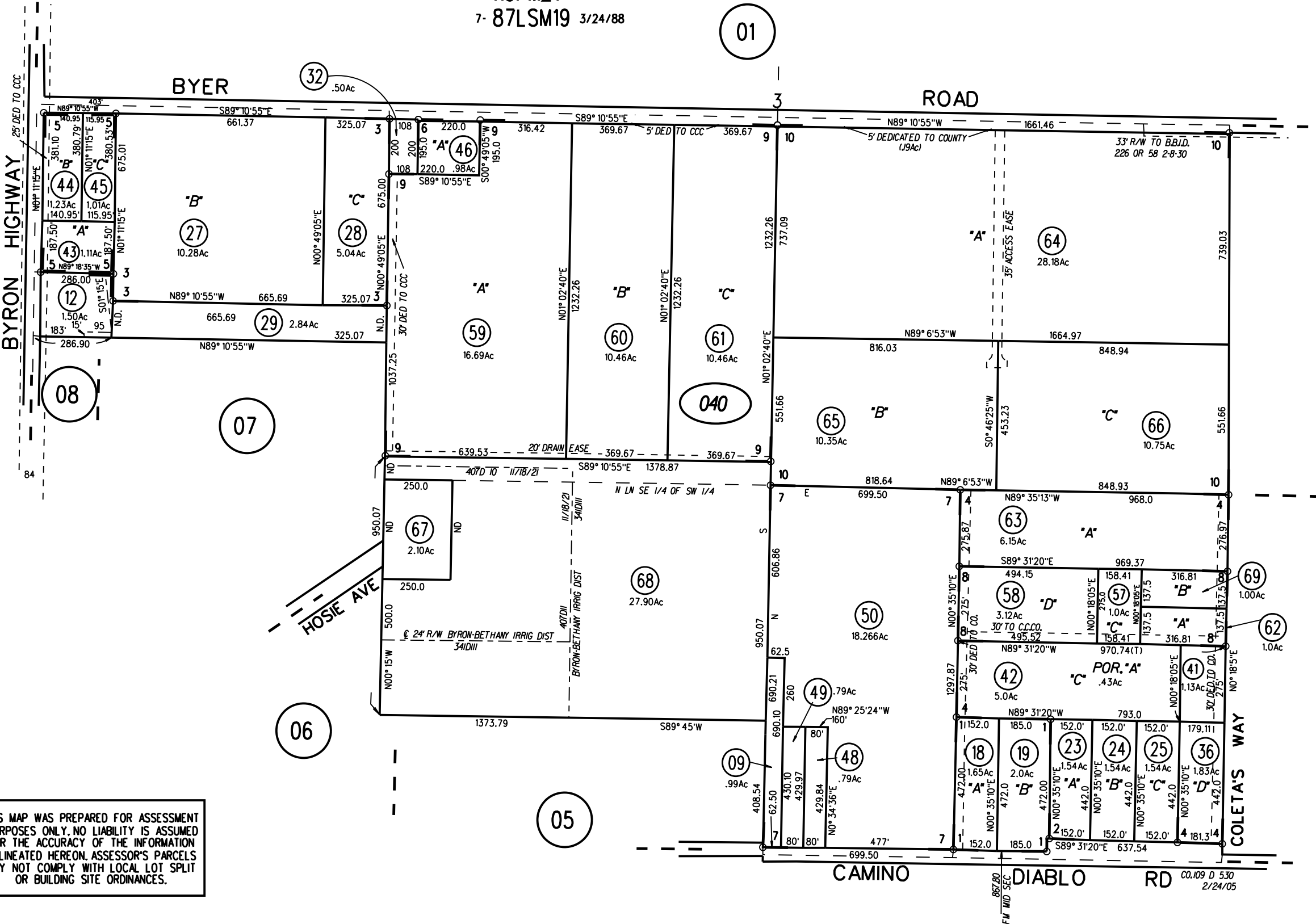
FUTURE ANNEXATION AREA
Includes all parcels in the unincorporated portion of Contra Costa County
except for the parcels currently within the district boundary

APPENDIX E

*Assessor's Parcel Maps for
Fiscal Year 2021-22*

POR S 1/2 SEC 3 T1S R3E MDB&M

- | | | | |
|------------|----------|-------------|---------|
| 1- 21PM14 | 3/10/72 | 8- 162PM10 | 6/1/93 |
| 2- 29PM37 | 8/27/73 | 9- 163PM49 | 1/14/94 |
| 3- 72PM28 | 11/30/78 | 10- 196PM16 | 4/13/06 |
| 4- 107PM45 | 10/20/83 | | |
| 5- 118PM5 | 8/28/85 | | |
| 6- 119PM21 | 10/30/85 | | |
| 7- 87LSM19 | 3/24/88 | | |



N¹/₂SEC.4 T1N R3E MDBM

1-1965- RECORD OF SURVEY 28L.S.M. 43

2-1969- 7PM1	1-13-69	10- 53PM12	3-25-77
3-1970- 8PM3	4-9-69	11- 58PM49	10-26-77
4-1970- 12PM5	3-11-70	12- 77PM23	5-31-79
5-1970- 13PM39	7-20-70	13- 150PM46	1-25-91
7-1974- 29PM7	7-20-73	14- 154PM34	9-24-91
8-1974- 29PM32	8-17-73	15- 166PM1	12-30-94
9-1975- 35PM18	9-18-74	16- 191PM1	8-6-04

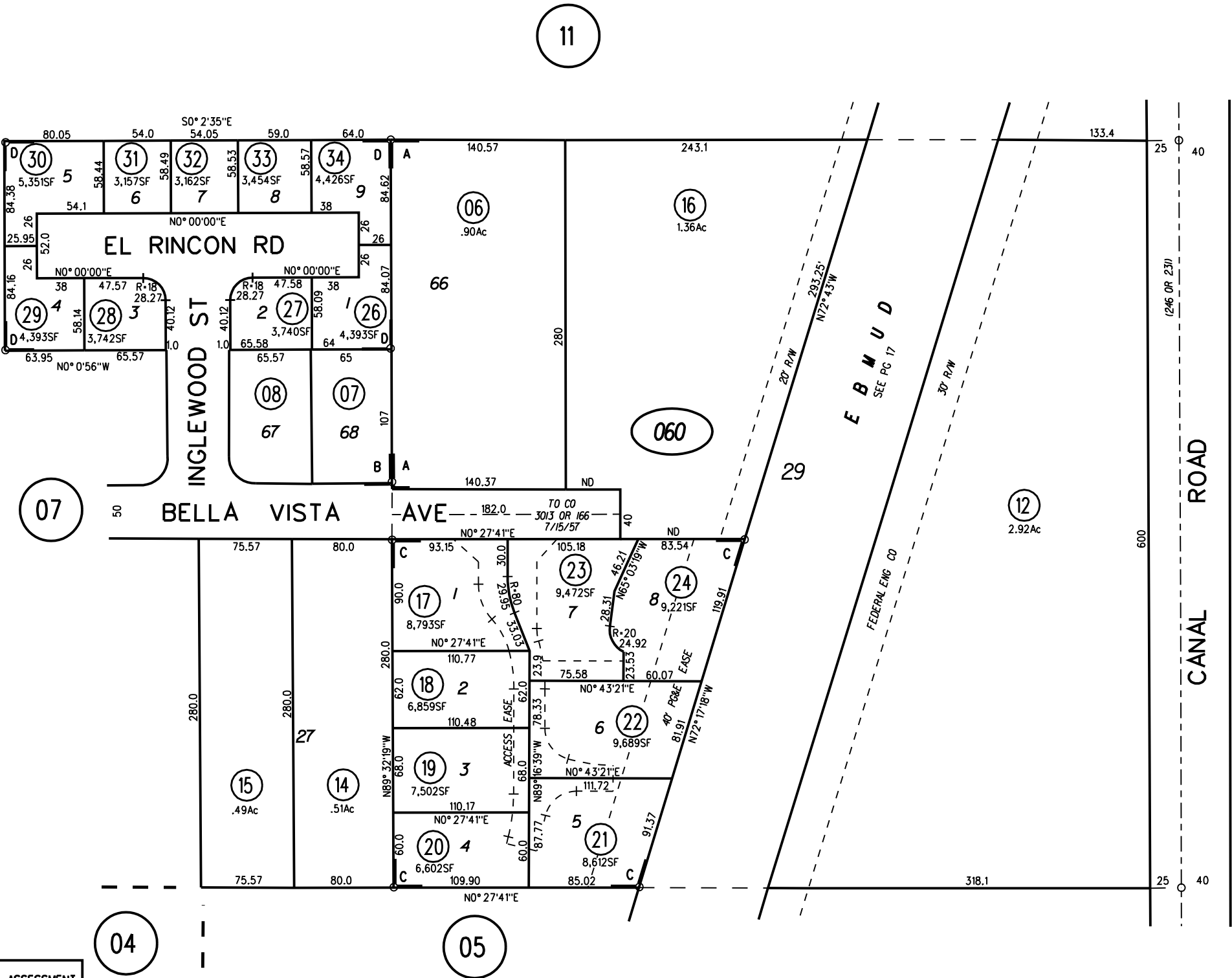
1"=400'



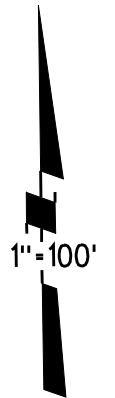
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

18 190 191 PM 1

A- BELLA VISTA MB 18-450 6/3/1924
B- AMENDED MAP OF BELLA VISTA MB 31-12 10/7/1946
C- TRACT 8902 MB 499-23 11/29/2006
D- TRACT 9189 MB 512-9 (BAY POINT HOMES) 8/10/2010

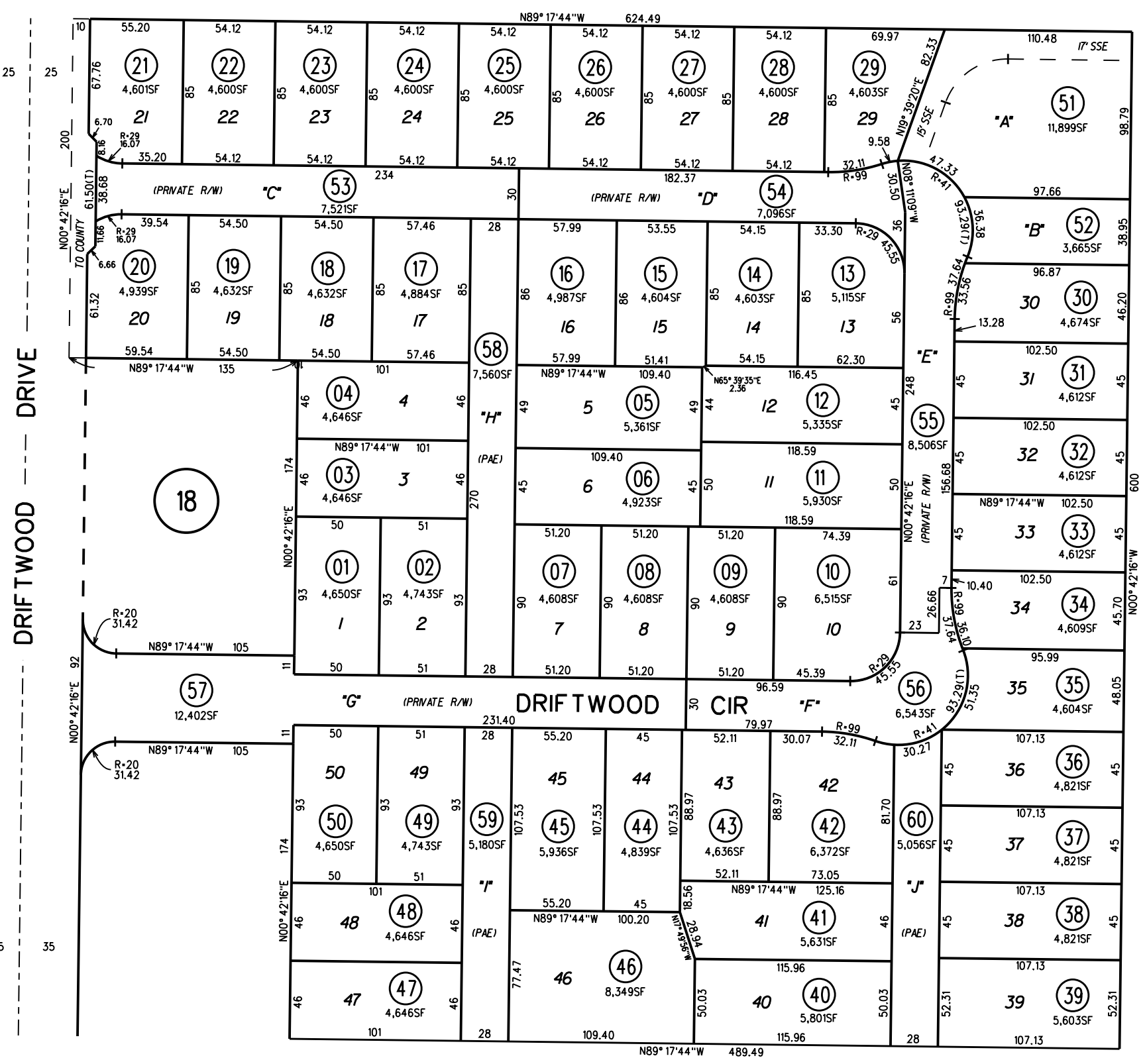


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.


$$\begin{array}{r} P \quad E \\ \hline 95 \end{array}$$

13

BK
99



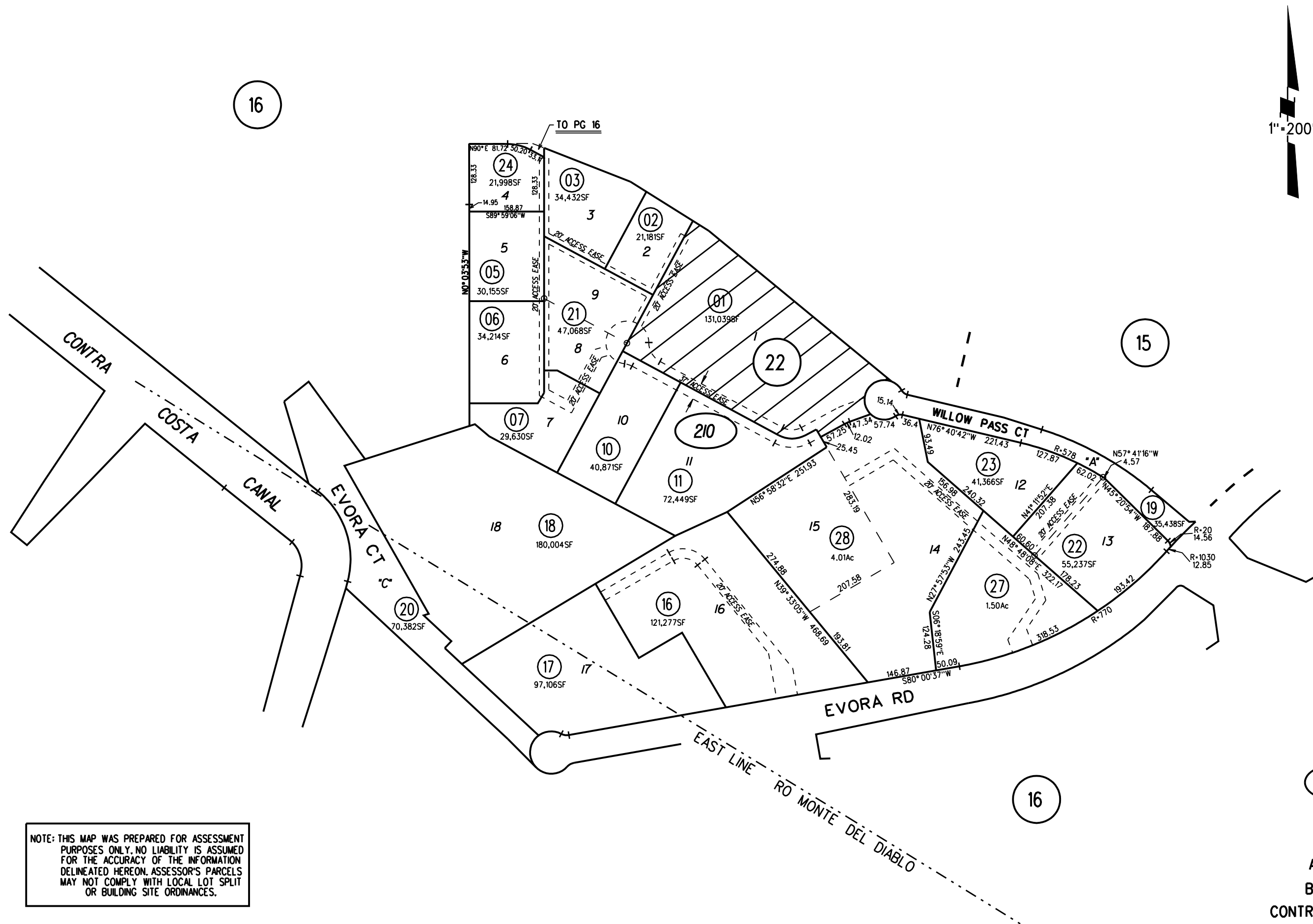
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17

590

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

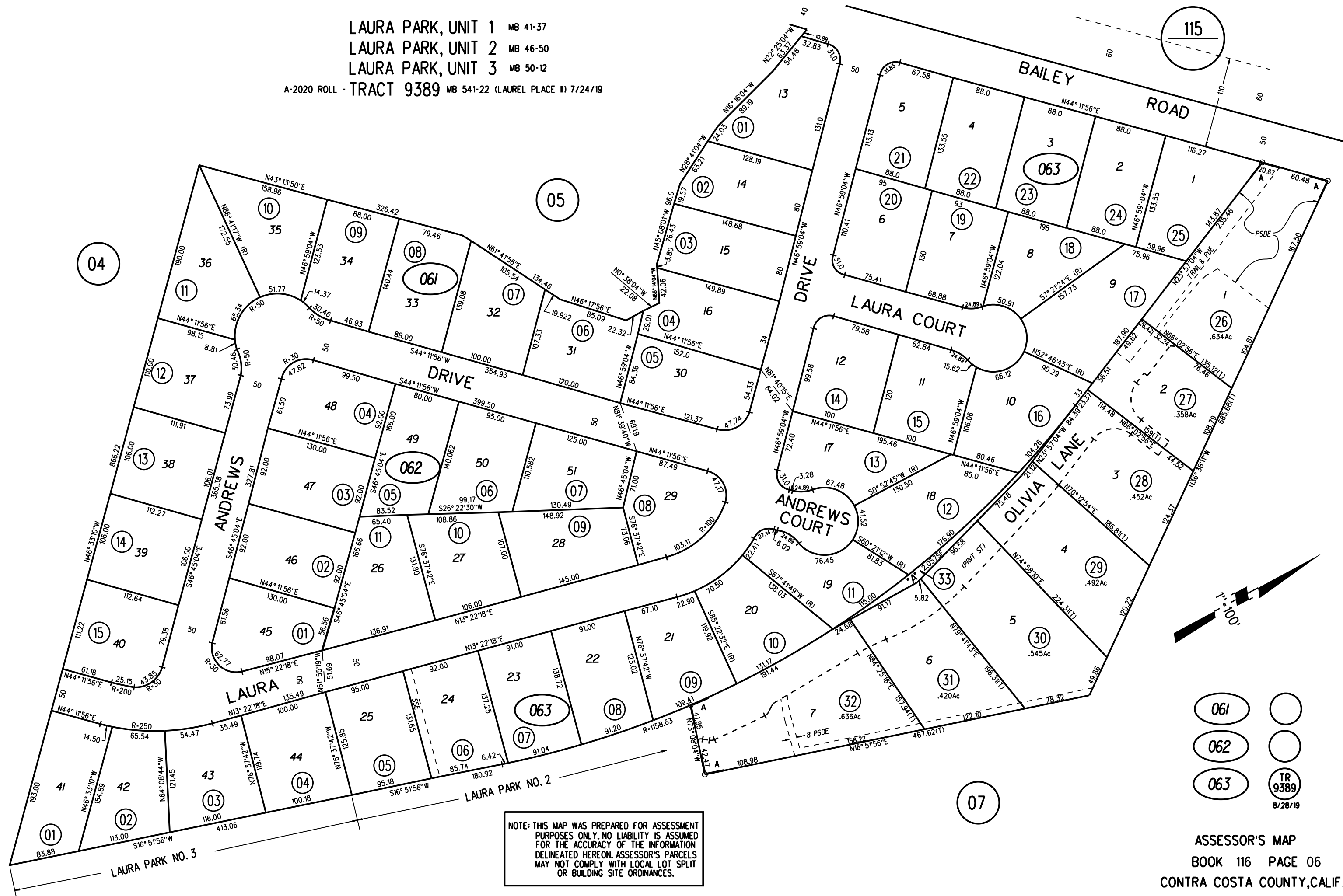
POR TRACT 8918 MB 497-6 (WILLOW PASS BUSINESS PARK) 10/23/06



210 LLA 27,28 09/18/13

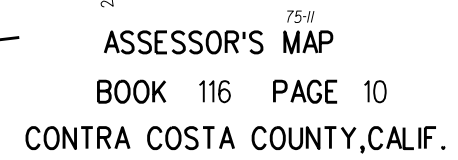
LAURA PARK, UNIT 1 MB 41-37
LAURA PARK, UNIT 2 MB 46-50
LAURA PARK, UNIT 3 MB 50-12

A-2020 ROLL - TRACT 9389 MB 541-22 (LAUREL PLACE II) 7/24/19



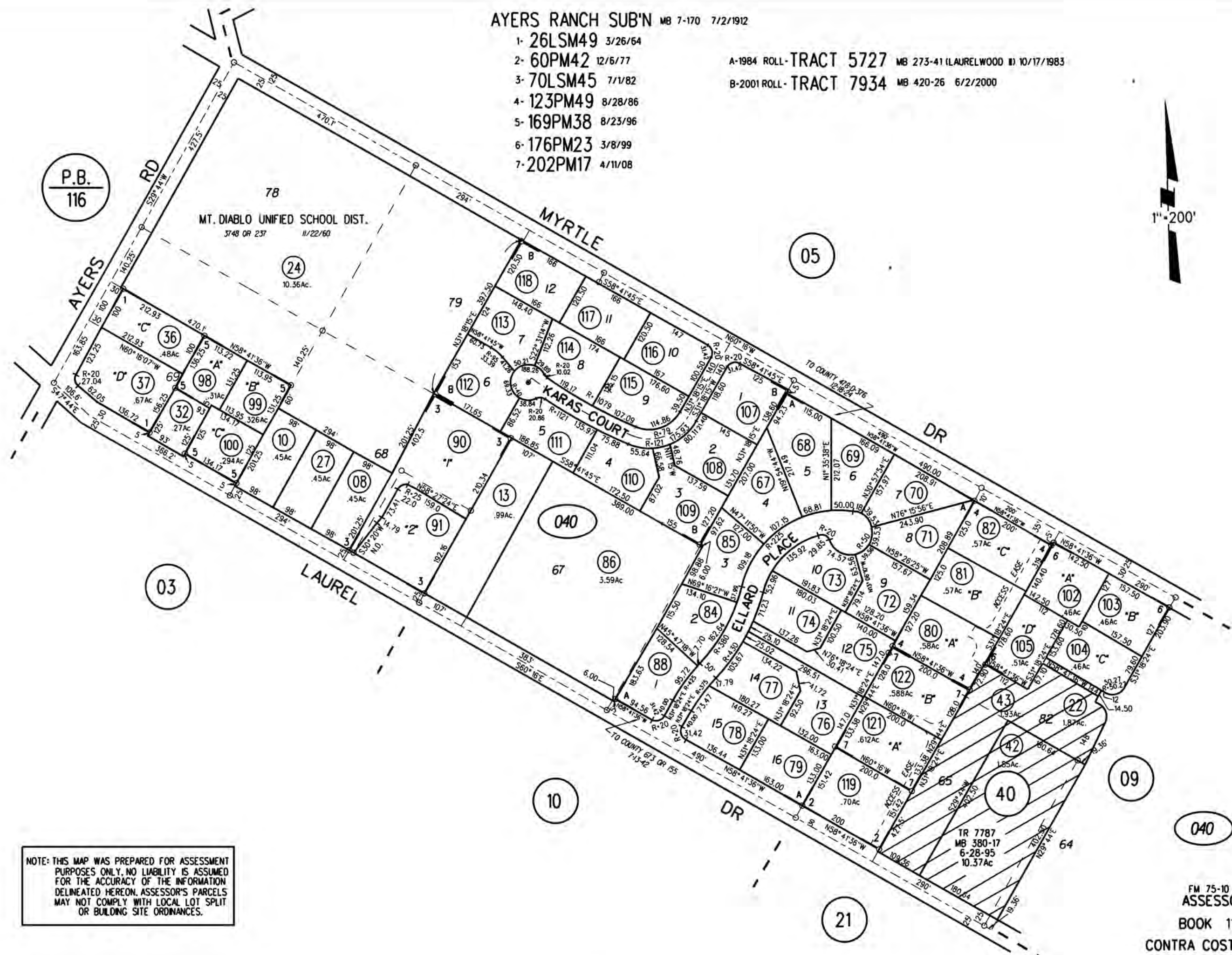
061
062
063
TR 9389
8/28/19

1- 152PM11 4/9/1991
2- 153PM50 8/21/1991



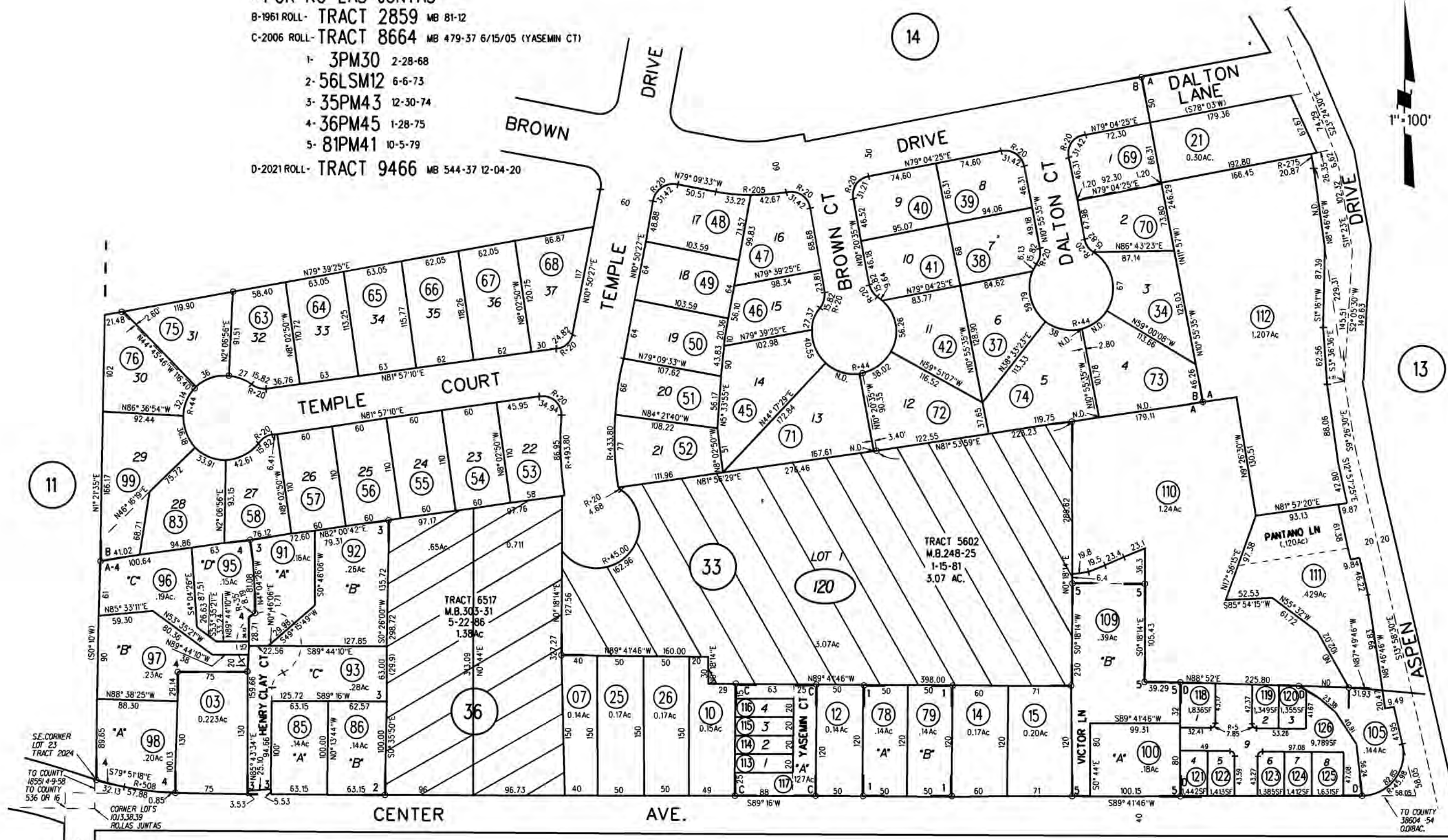
- 1- 26LSM49 3/26/64
- 2- 60PM42 12/6/77
- 3- 70LSM45 7/1/82
- 4- 123PM49 8/28/86
- 5- 169PM38 8/23/96
- 6- 176PM23 3/8/99
- 7- 202PM17 4/11/08

A-1984 ROLL - TRACT 5727 MB 273-41 (LAURELWOOD II) 10/17/1983
B-2001 ROLL - TRACT 7934 MB 420-26 6/2/2000



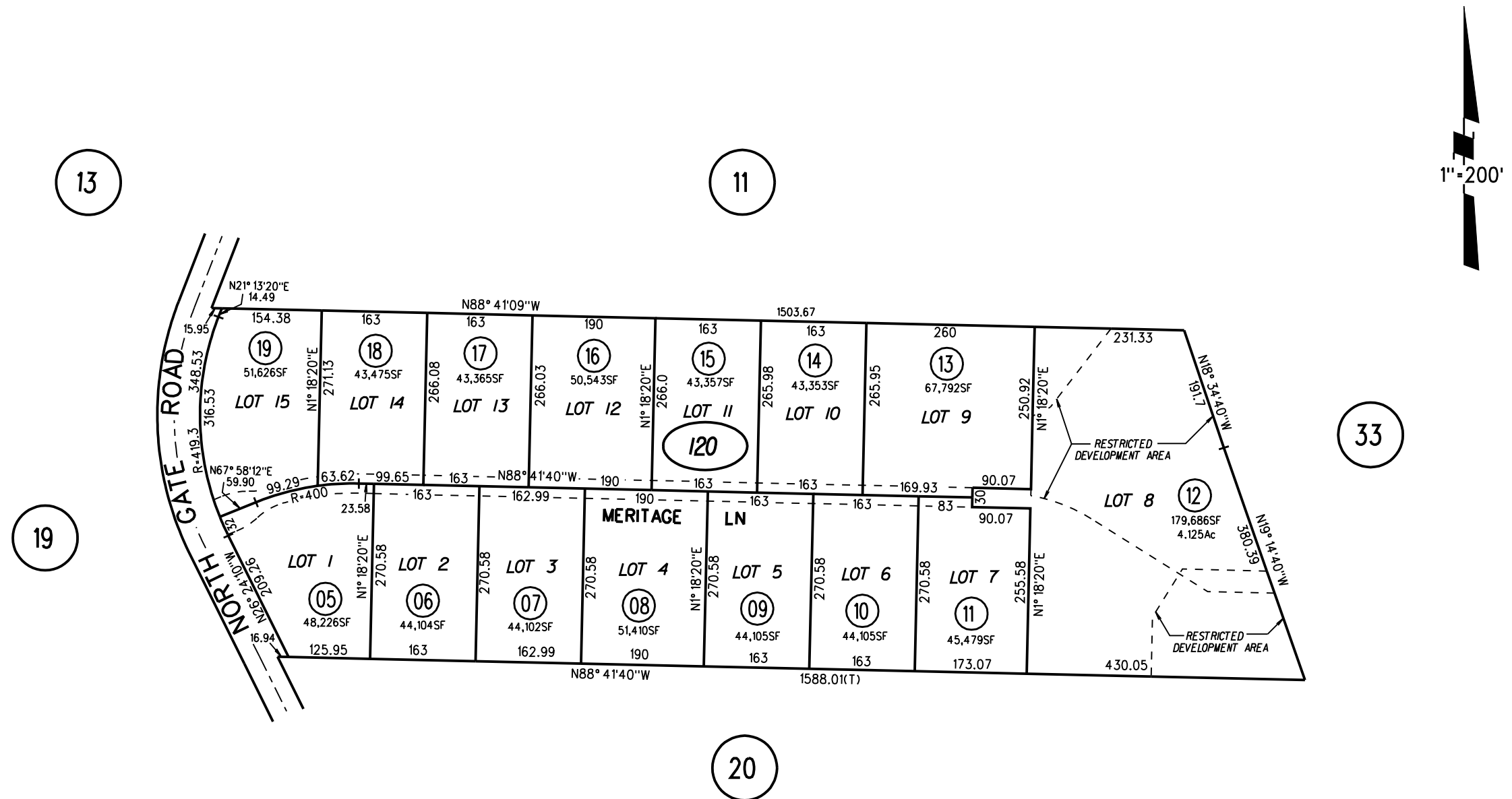
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

A-POR RO LAS JUNTAS
 B-1961 ROLL- TRACT 2859 MB 81-12
 C-2006 ROLL- TRACT 8664 MB 479-37 6/15/05 (YASEMIN CT)
 1- 3PM30 2-28-68
 2- 56LSM12 6-6-73
 3- 35PM43 12-30-74
 4- 36PM45 1-28-75
 5- 81PM41 10-5-79
 D-2021 ROLL- TRACT 9466 MB 544-37 12-04-20



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.

TRACT 8824 MB 509-21 (MERITAGE LANE) 6/24/2009



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

120

TR
3824

12/23/09

ASSESSOR'S MAP
BOOK 138 PAGE 12
CONTRA COSTA COUNTY,CALIF.

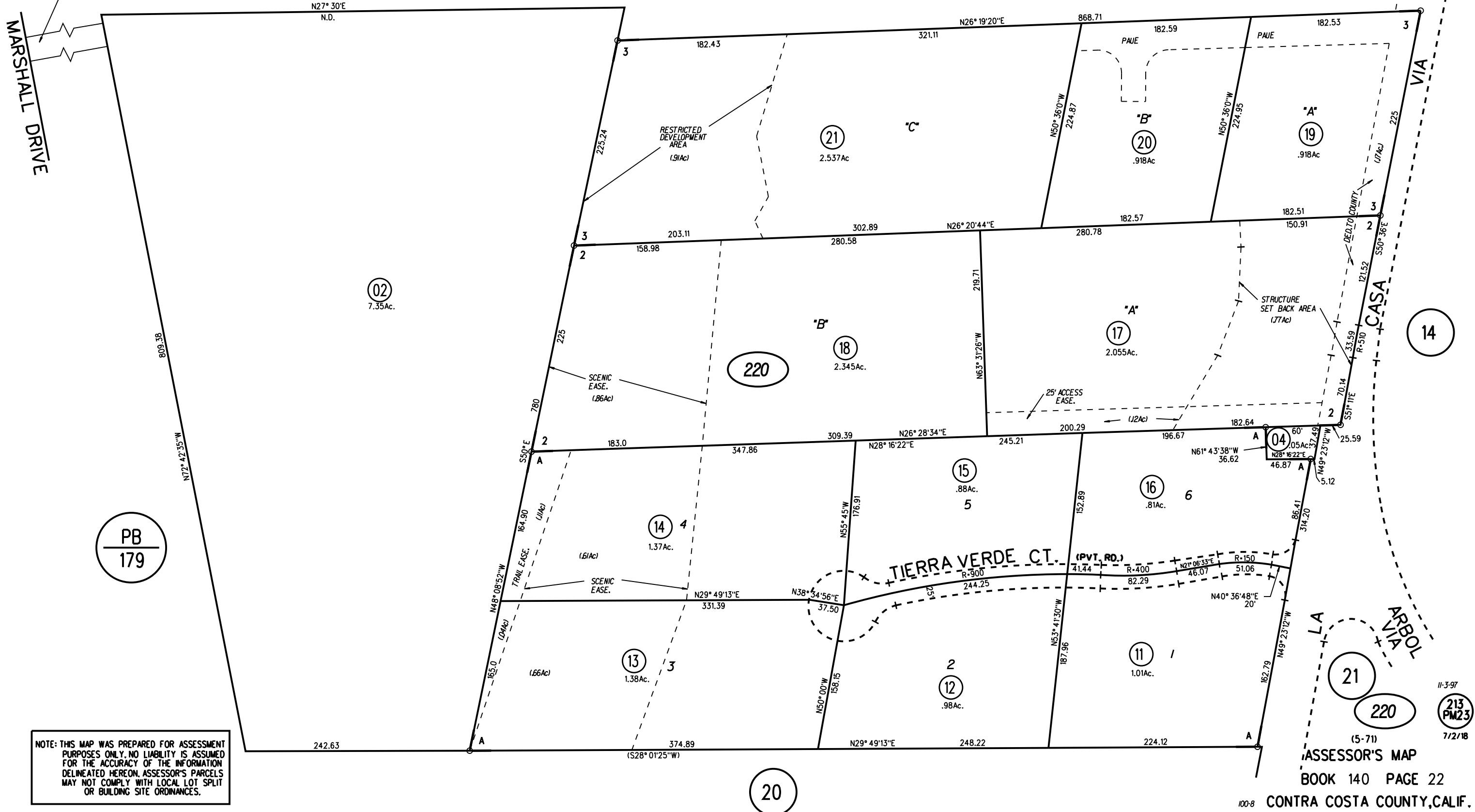
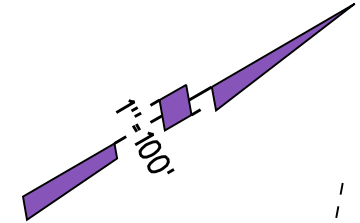
Sanborn Date : 16/04/1999

RO SAN MIGUEL
NO. 4 HILL LAND

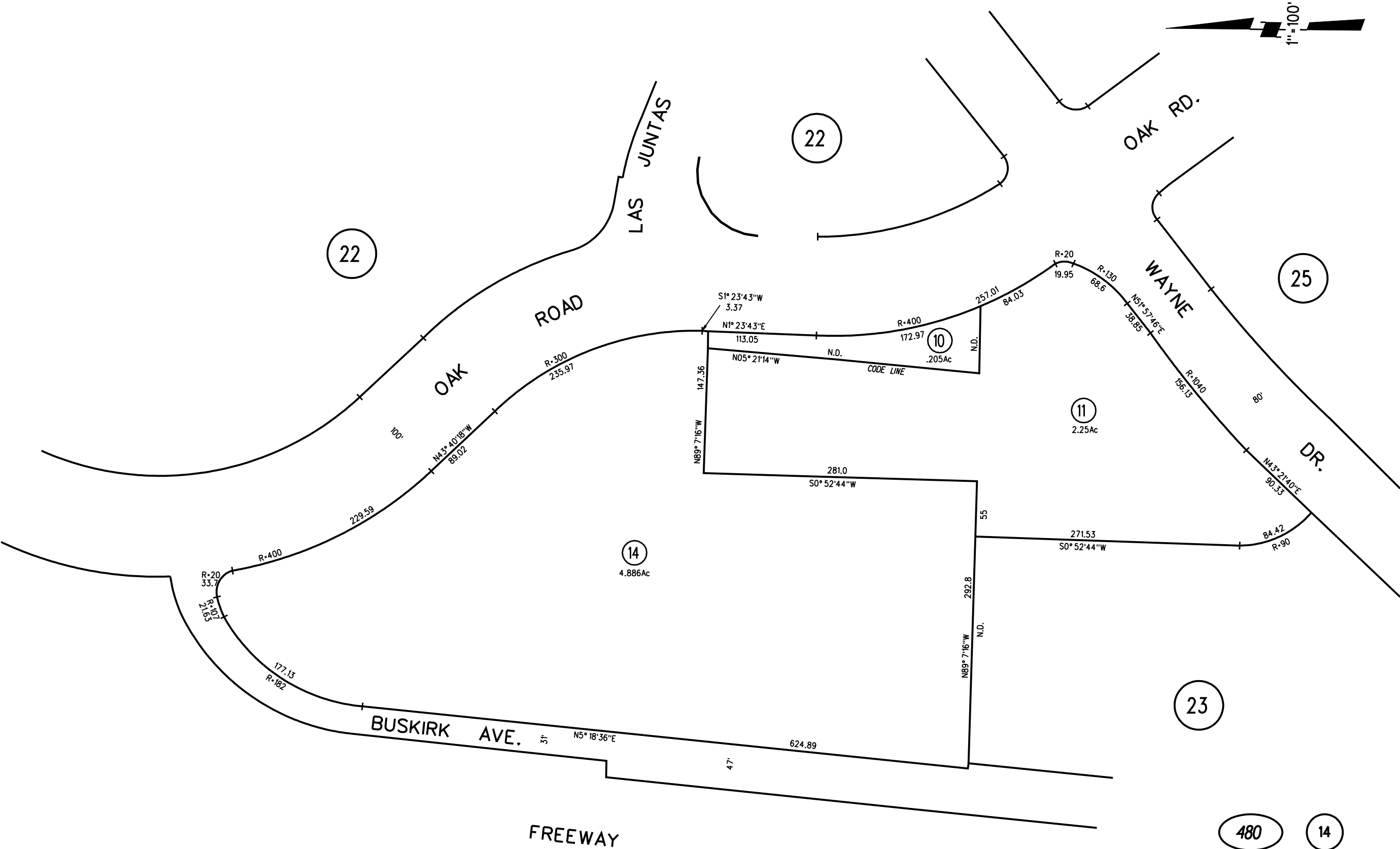
1- 40 P.M. 24 10-1-75
1986 ROLL-A- TRACT 6544 M.B. 291-22
2- 172 P.M. 3 8-27-97
3- 213 P.M. 23 1-18-18

ACCESS OFF OF MARSHALL DRIVE
BK. 179 PG. 22 POR. LOT 2 TRACT 2079.

MARSHALL DRIVE



PORS. TR2027 & TR2147, LAS JUNTAS ESTATES, RANCHO LAS JUNTAS

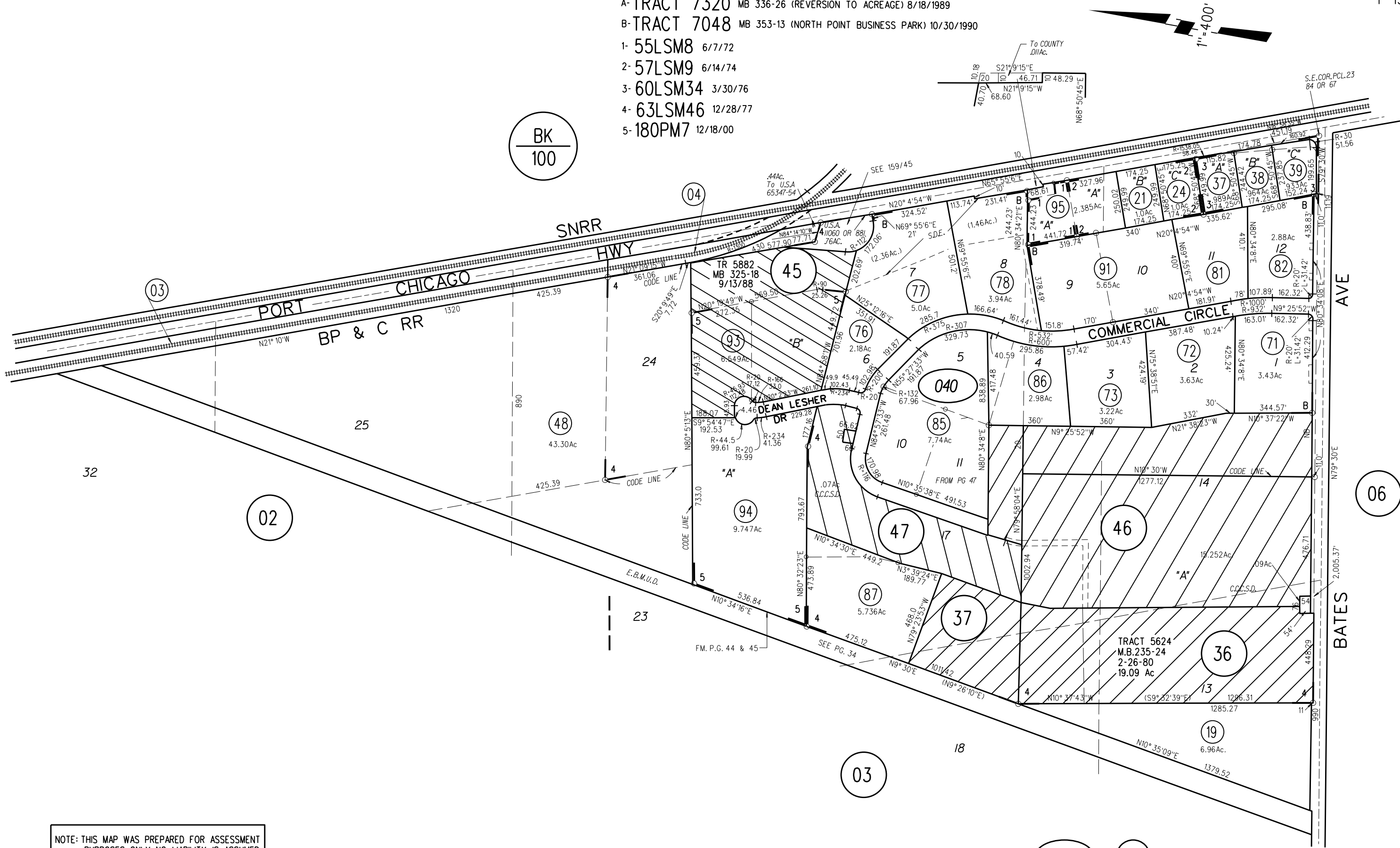


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

480 14
MAP CORRECTION
11/16/09

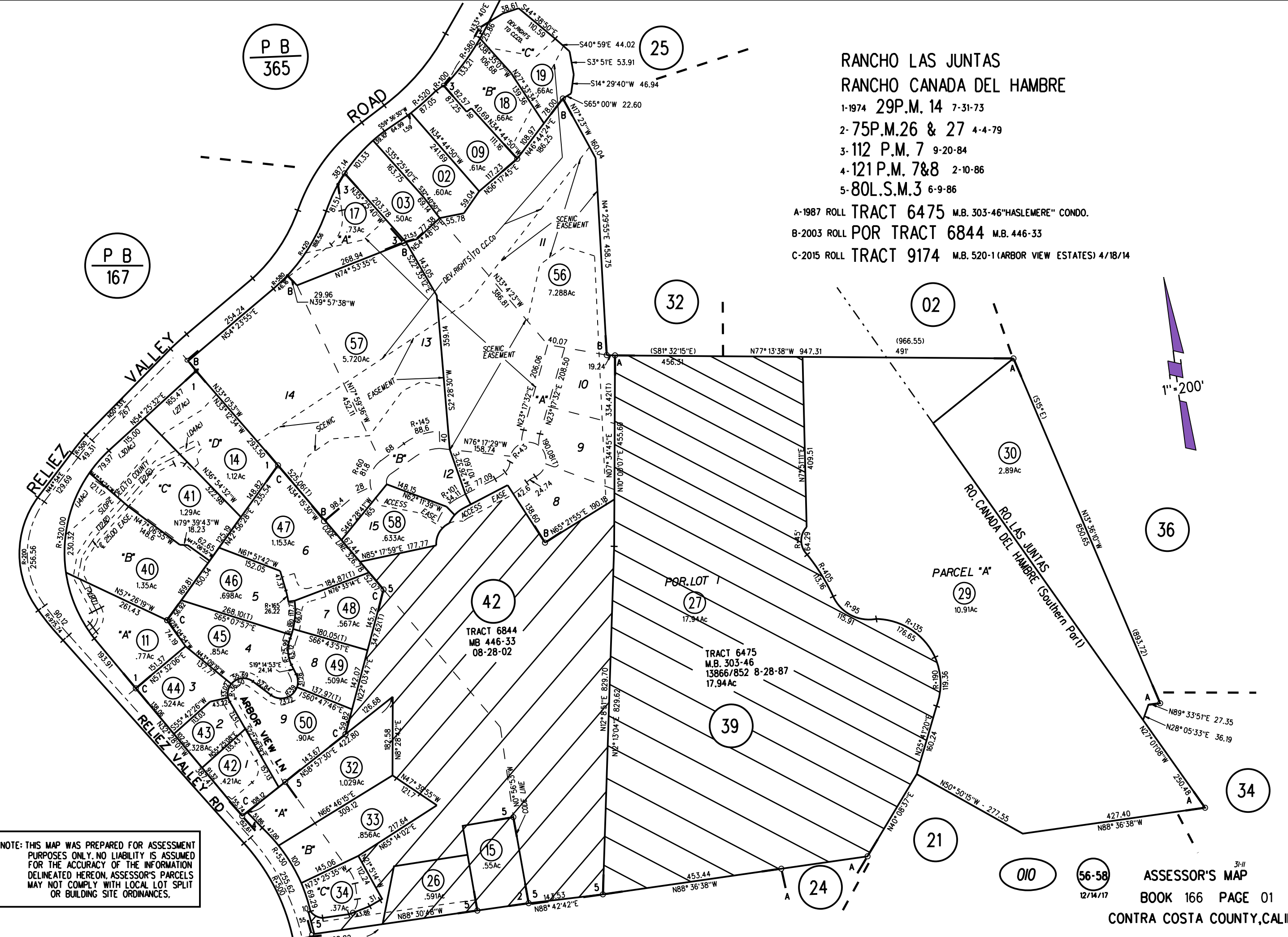
- A-TRACT 7320 MB 336-26 (REVERSION TO ACREAGE) 8/18/1989
B-TRACT 7048 MB 353-13 (NORTH POINT BUSINESS PARK) 10/30/1990
1- 55LSM8 6/7/72
2- 57LSM9 6/14/74
3- 60LSM34 3/30/76
4- 63LSM46 12/28/77
5- 180PM7 12/18/00

BK
100



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

040 95
07/28/14



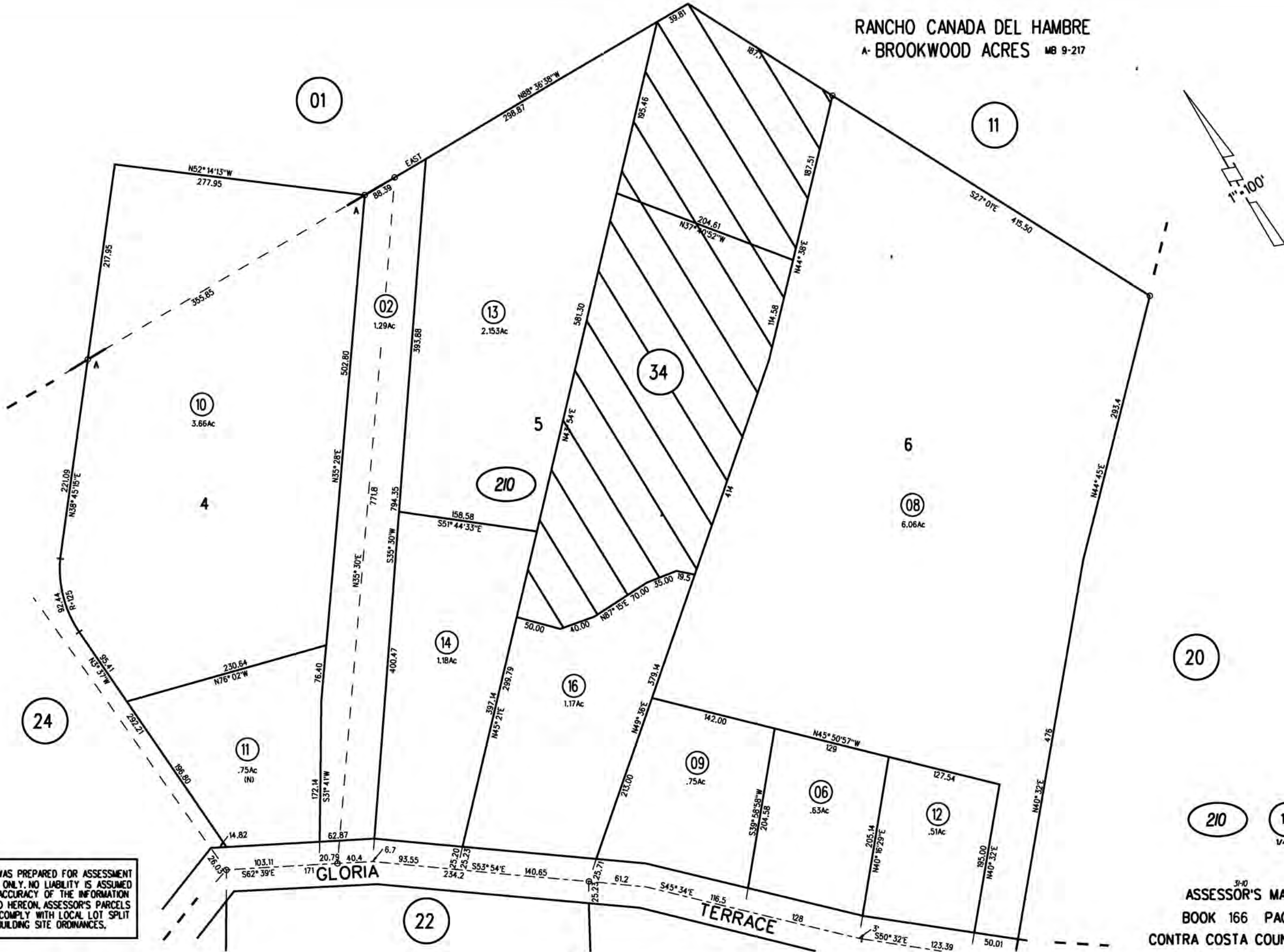
RANCHO LAS JUNTAS
RANCHO CANADA DEL HAMBRE

- 1-1974 29P.M. 14 7-31-73
- 2-75P.M.26 & 27 4-4-79
- 3-112 P.M. 7 9-20-84
- 4-121P.M. 7&8 2-10-86
- 5-80L.S.M.3 6-9-86

A-1987 ROLL TRACT 6475 M.B. 303-46"HASLEMERE" CONDO.
B-2003 ROLL POR TRACT 6844 M.B. 446-33
C-2015 ROLL TRACT 9174 M.B. 520-1 (ARBOR VIEW ESTATES) 4/18/14

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.

RANCHO CANADA DEL HAMBRE
A- BROOKWOOD ACRES MB 9-217

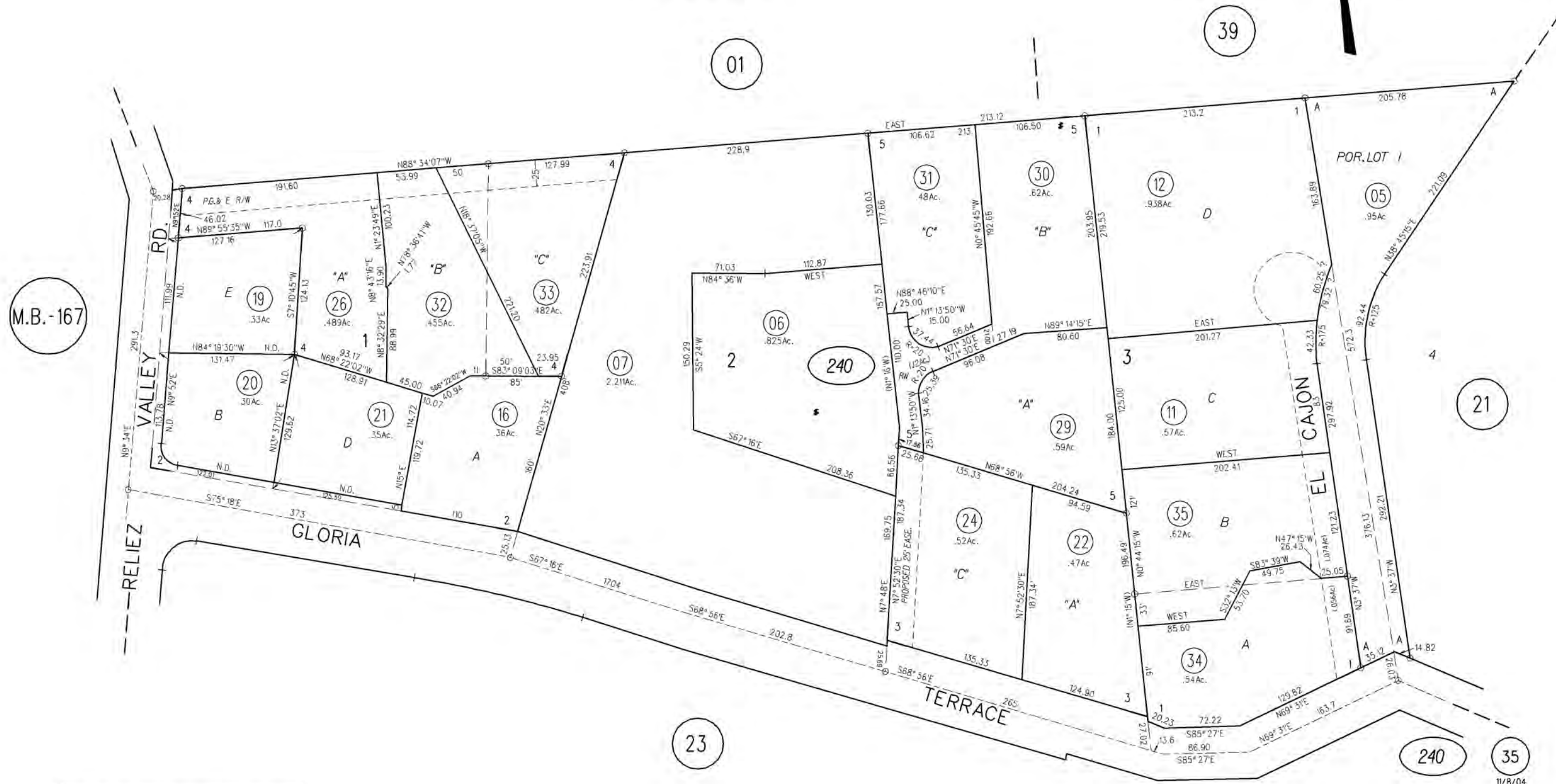


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

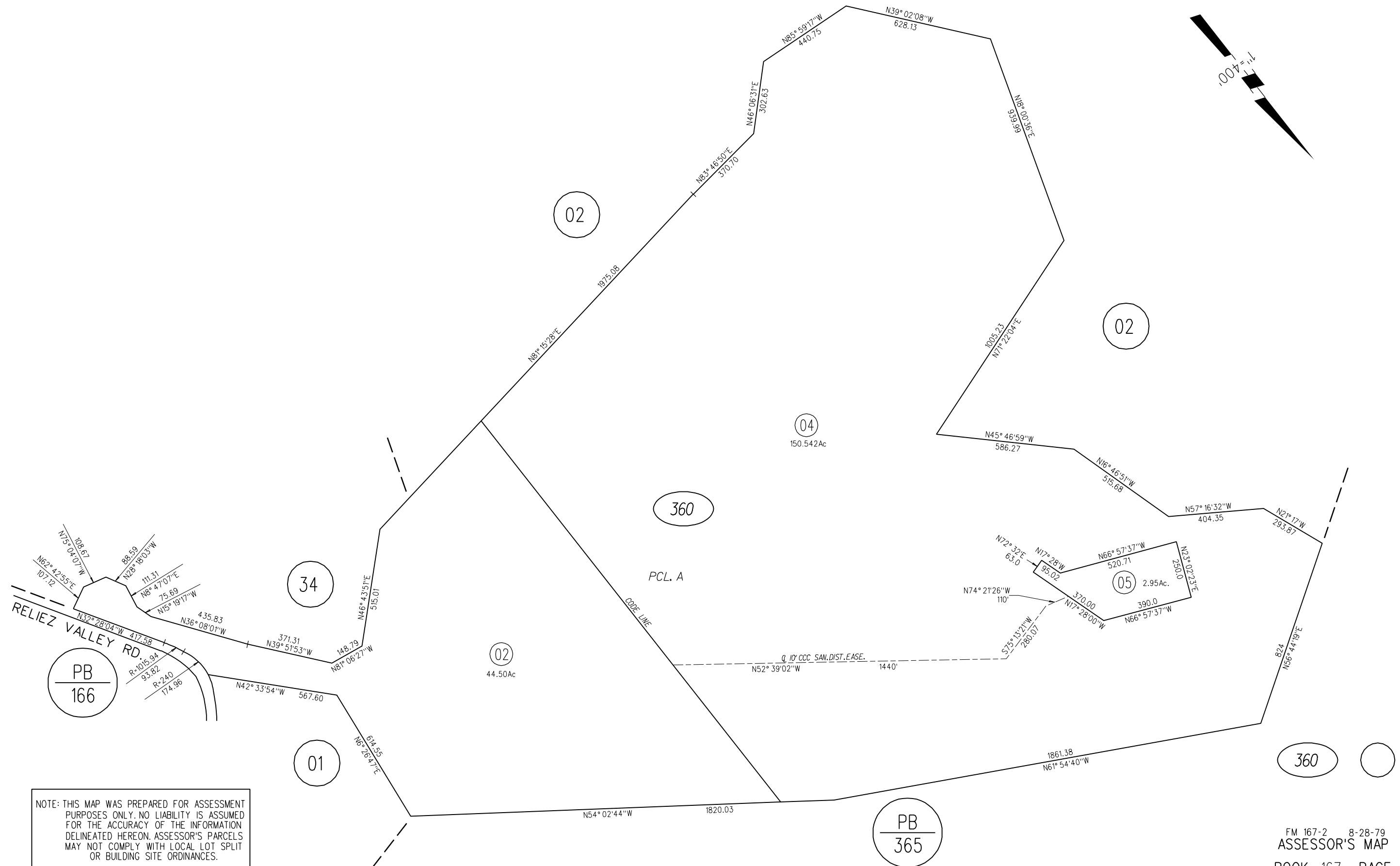
BROOKWOOD ACRES M.B. 9-217
A- POR.LOT 1 TRACT 6475 MB 303-46 "HASLEMERE" CONDO.

- 1- 35LSM18 6-16-65
- 2- 38LSM38 12-7-65
- 3- 26PM43 3-6-73
- 4- 80PM32 9-7-79
- 5- 86PM42 6-12-80

1" = 100'



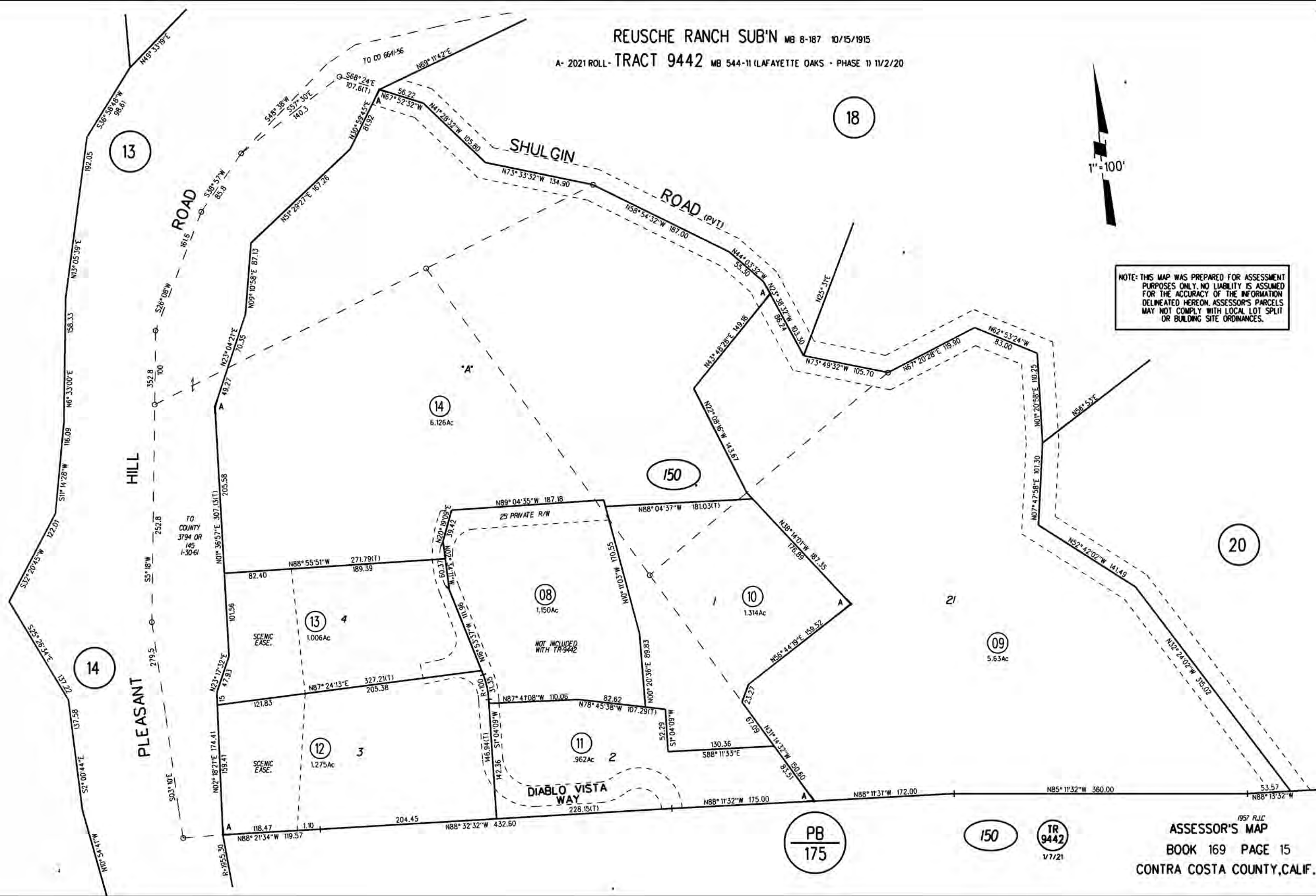
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.



REUSCHE RANCH SUB'N MB 8-187 10/15/1915
A- 2021 ROLL - TRACT 9442 MB 544-11 (LAFAYETTE OAKS - PHASE 1) 11/2/20



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.

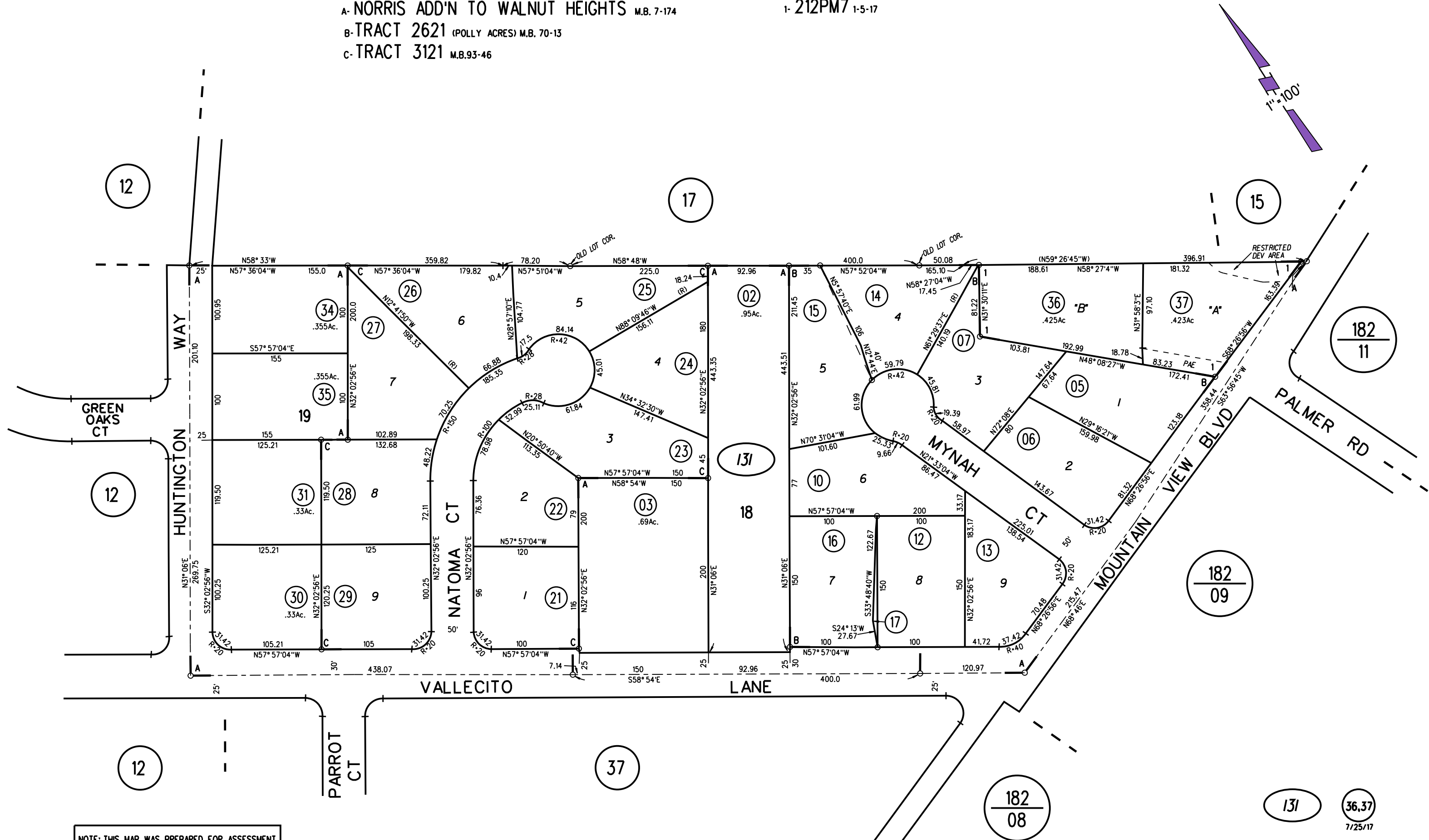


A- NORRIS ADD'N TO WALNUT HEIGHTS M.B. 7-174

1- 212PM7 1-5-17

B- TRACT 2621 (POLLY ACRES) M.B. 70-13

C- TRACT 3121 M.B.93-46



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

1- 202PM46 6/16/2008

1" = 100'

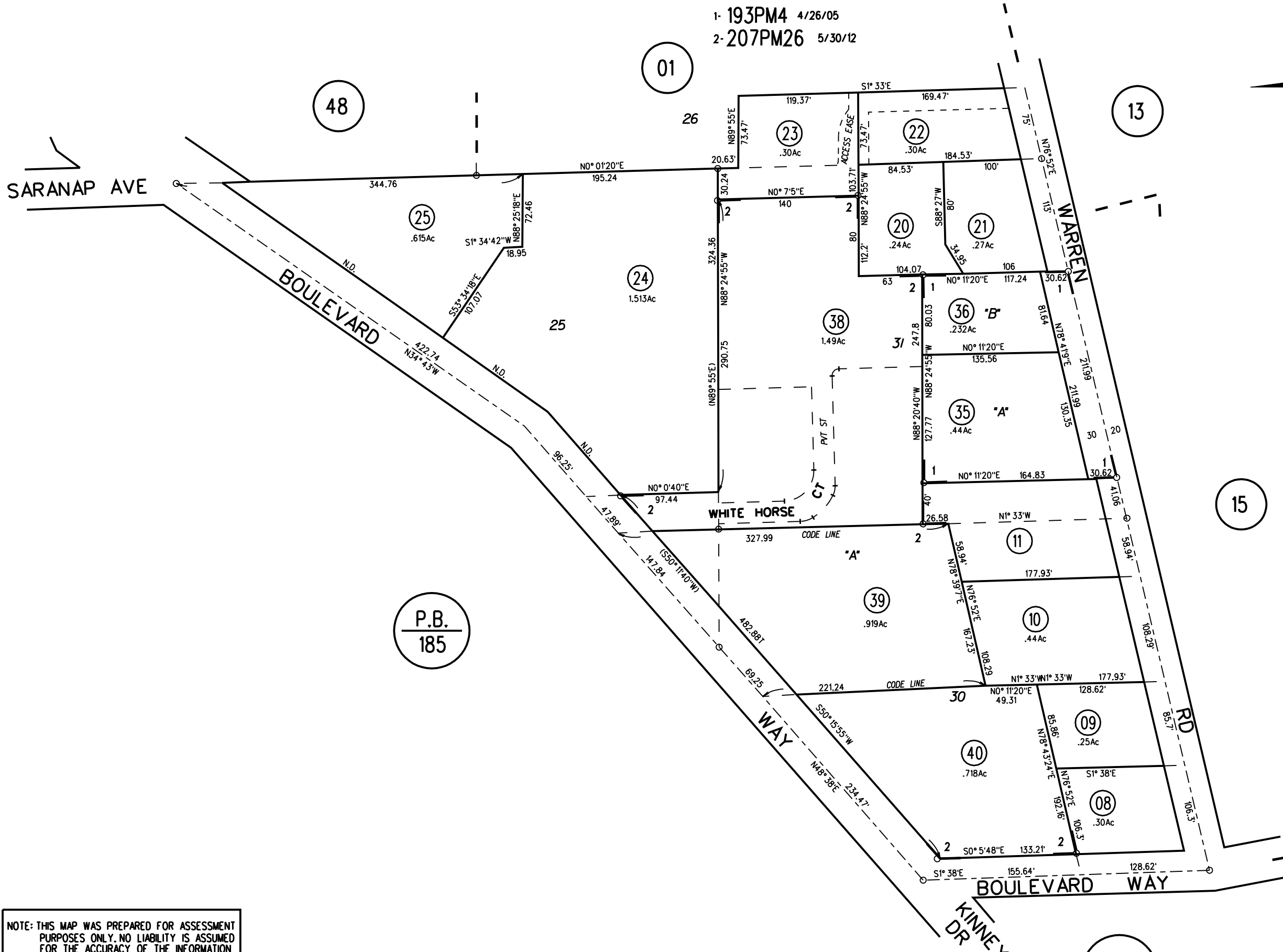
202
PM46
2/15/08

FM 20-38, 49-10 12/16/63
ASSESSOR'S MAP
BOOK 184 PAGE 10
CONTRA COSTA COUNTY, CALIF.

FLORALAND TRACT MB 10-241

1- 193PM4 4/26/05

2- 207PM26 5/30/12



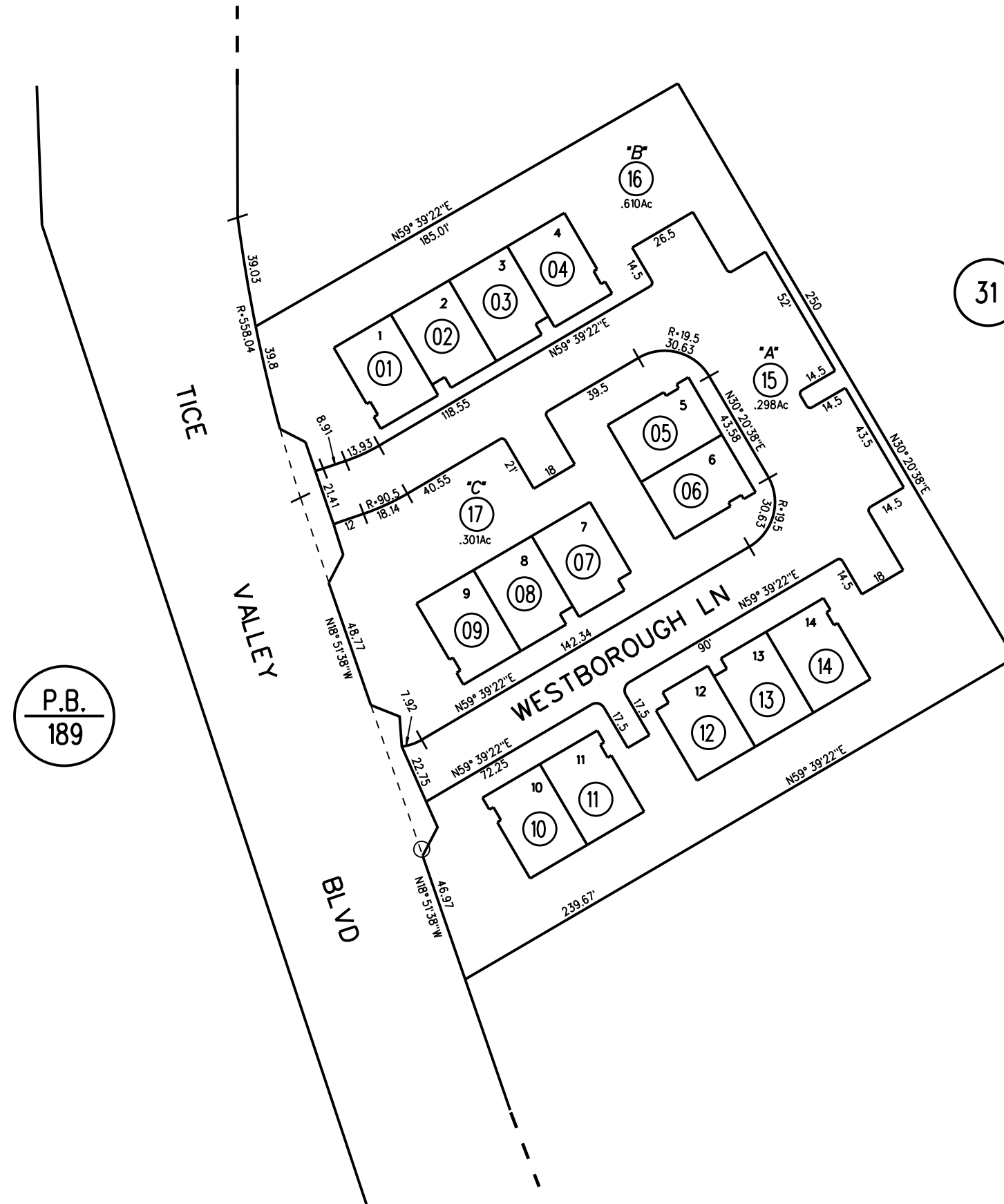
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

207
PM26
9/20/12

P.B.
185

P.B.
185

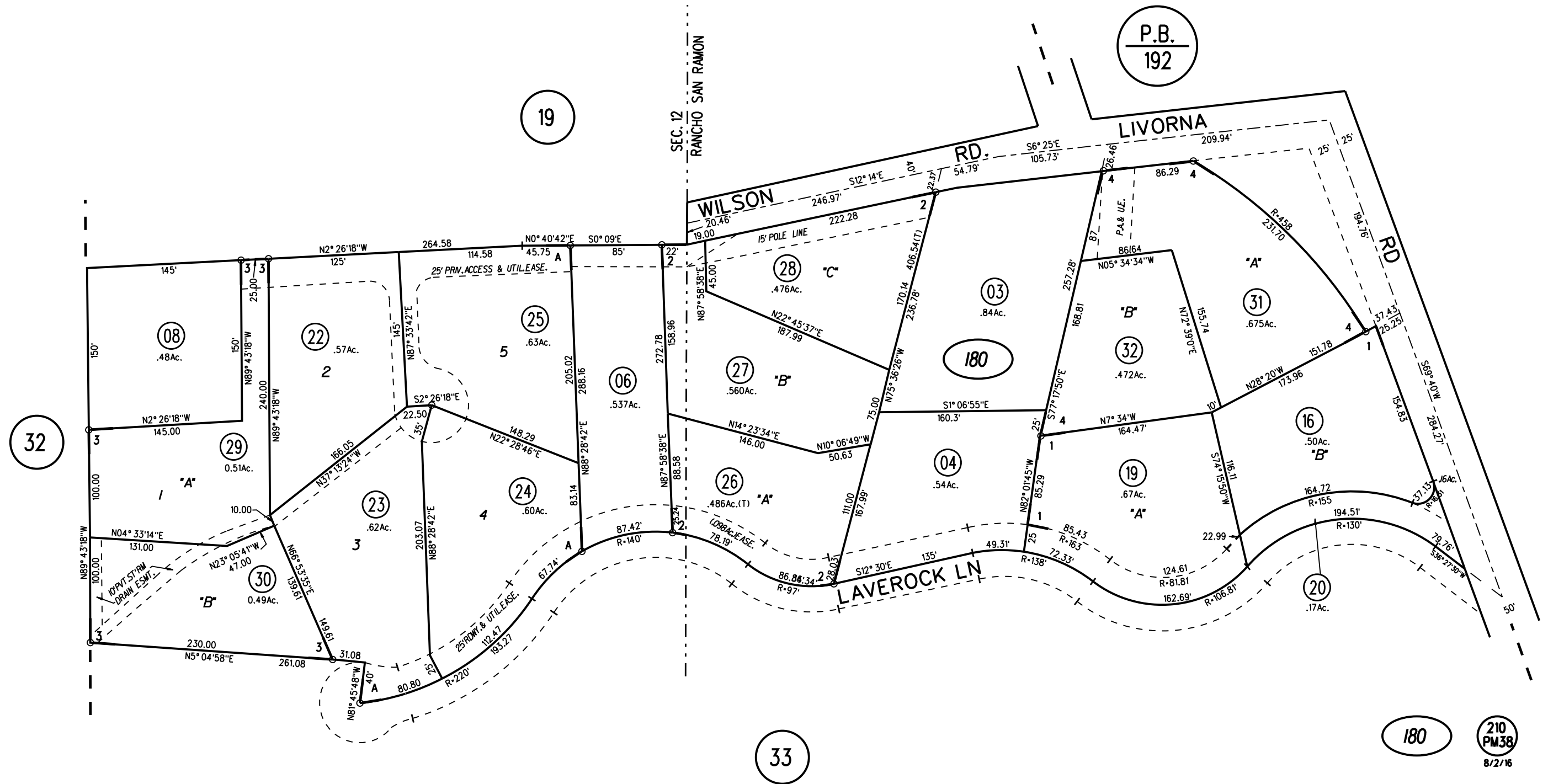
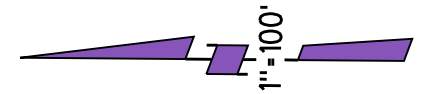
450



P.B.
189

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

RANCHO SAN RAMON
 N. 1/2 SEC. 12 T.1S., R.2W., M.D.B.&M.
 1- RECORD OF SURVEY 34 L.S.M.45 6-2-65
 A-1988 ROLL- TRACT 6859 M.B. 316-30
 2- 133 P.M. 17 5-11-88
 3- 159 P.M.38 9-18-92
 4- 210 P.M.38 2-16-16



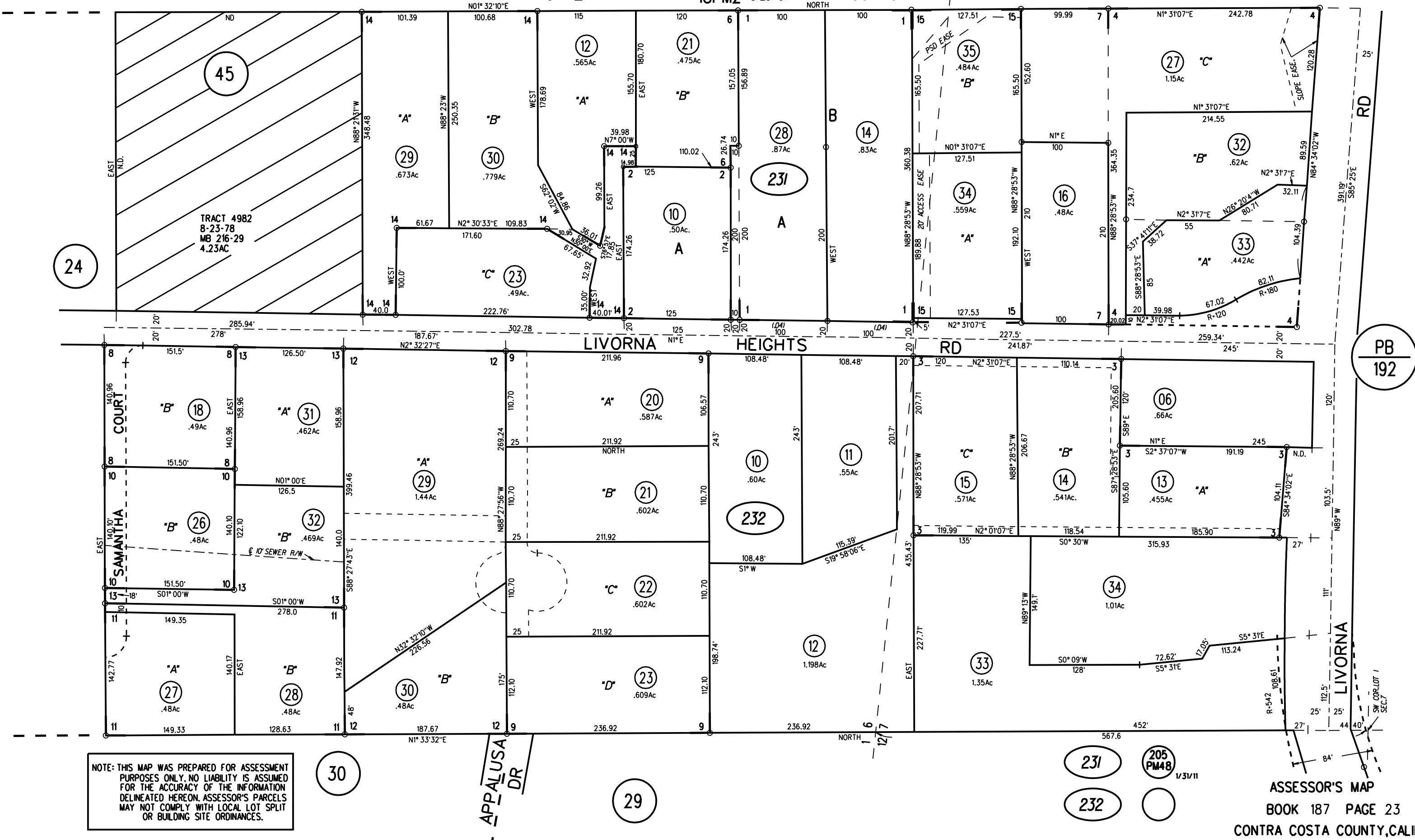
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

SEC 6 & 7 T1S R1W MDB&M

- 2- 39LSM28 1/9/1966 6- 3PM22 4/22/1968
3- 5PM42 10/1/1968 7- 5PM21 9/11/1968
4- 6PM27 12/12/1968 8- 18PM2 8/25/1971

- 9- 44LSM30 8/25/19 10- 32PM10 1/25/1974
11- 48PM43 10/1/1976 12- 59PM3 10/28/1977

- 13- 83PM37 1/8/1980 14- 115PM34 4/30/1985
15- 205PM48 12/23/2010



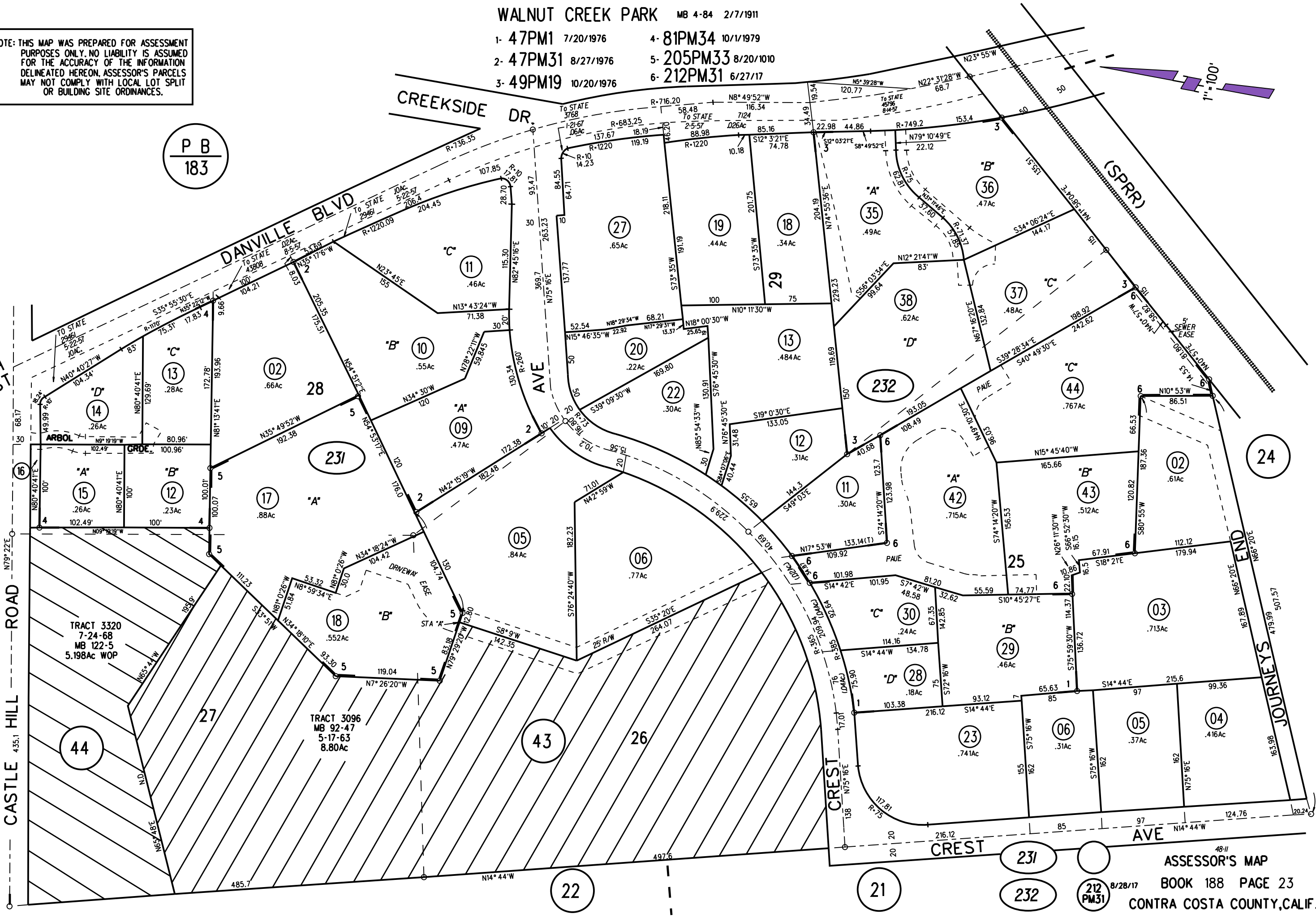
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

WALNUT CREEK PARK MB 4-84 2/7/1911

- 1- 47PM1 7/20/1976
- 2- 47PM31 8/27/1976
- 3- 49PM19 10/20/1976
- 4- 81PM34 10/1/1979
- 5- 205PM33 8/20/1010
- 6- 212PM31 6/27/17

P B
183

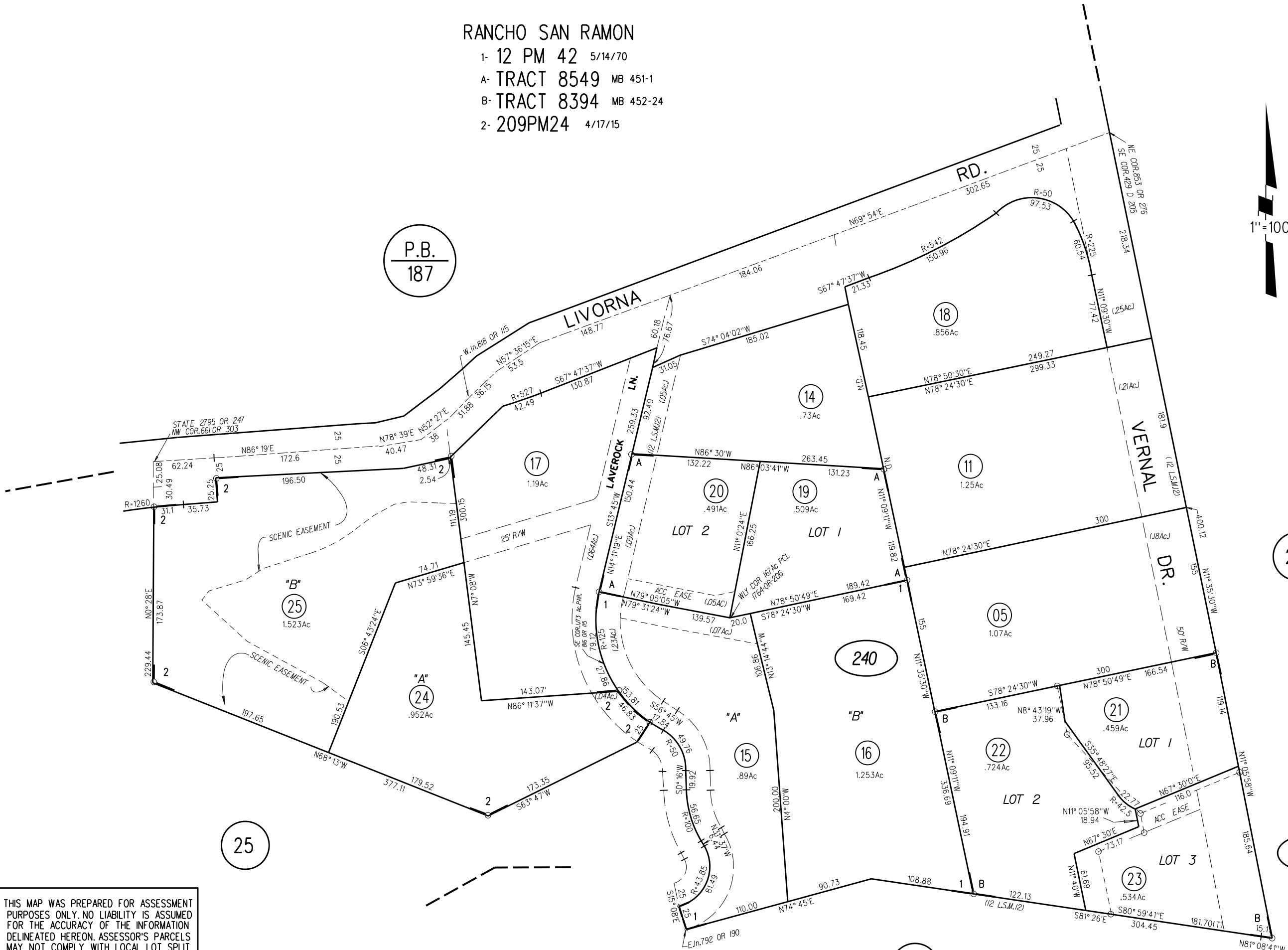
P B
184



RANCHO SAN RAMON

1- 12 PM 42 5/14/70
A- TRACT 8549 MB 451-1
B- TRACT 8394 MB 452-24
2- 209PM24 4/17/15

P.B.
187

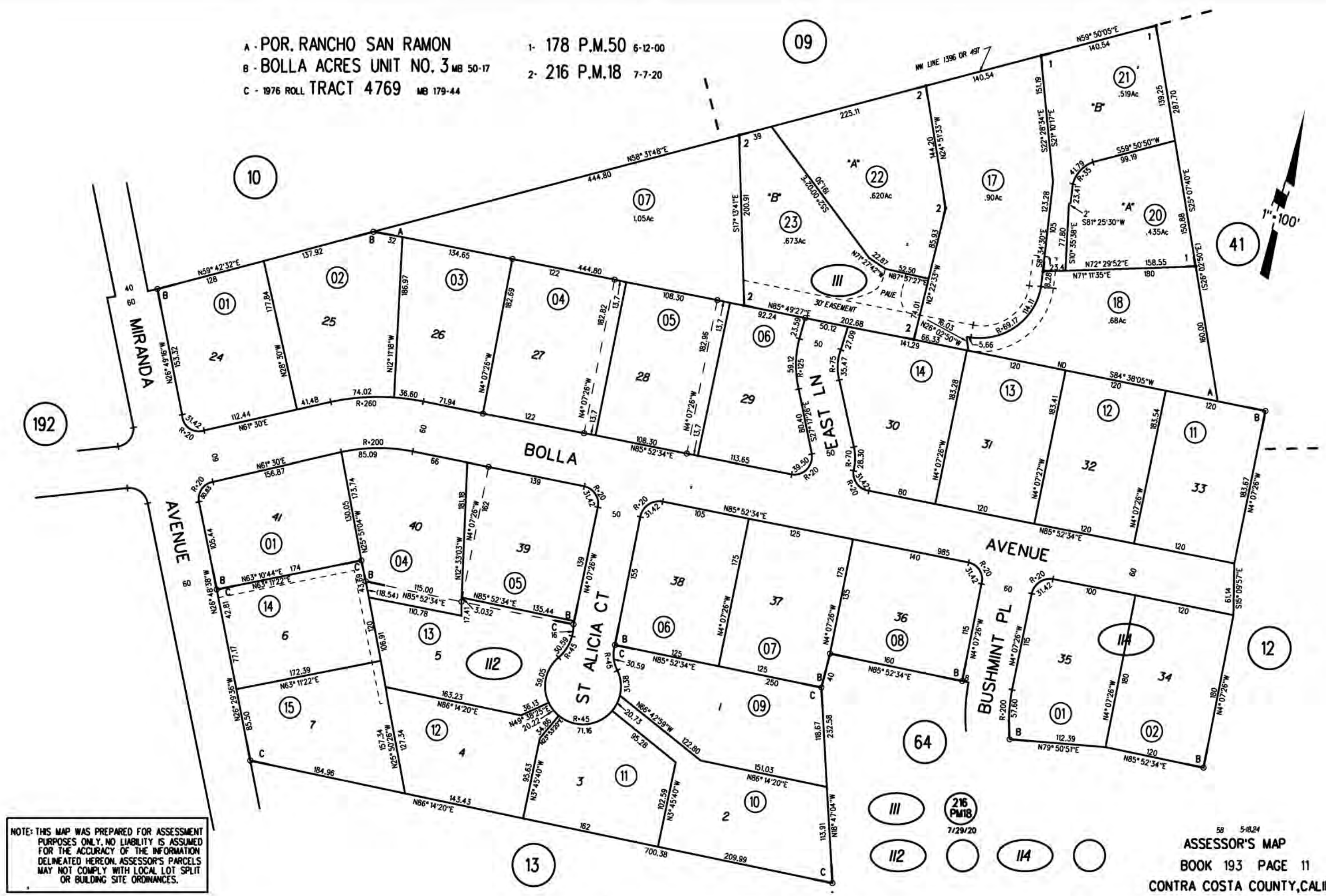


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

A - POR. RANCHO SAN RAMON
 B - BOLLA ACRES UNIT NO. 3 MB 50-17
 C - 1976 ROLL TRACT 4769 MB 179-44

1- 178 P.M.50 6-12-00
 2- 216 P.M.18 7-7-20

09

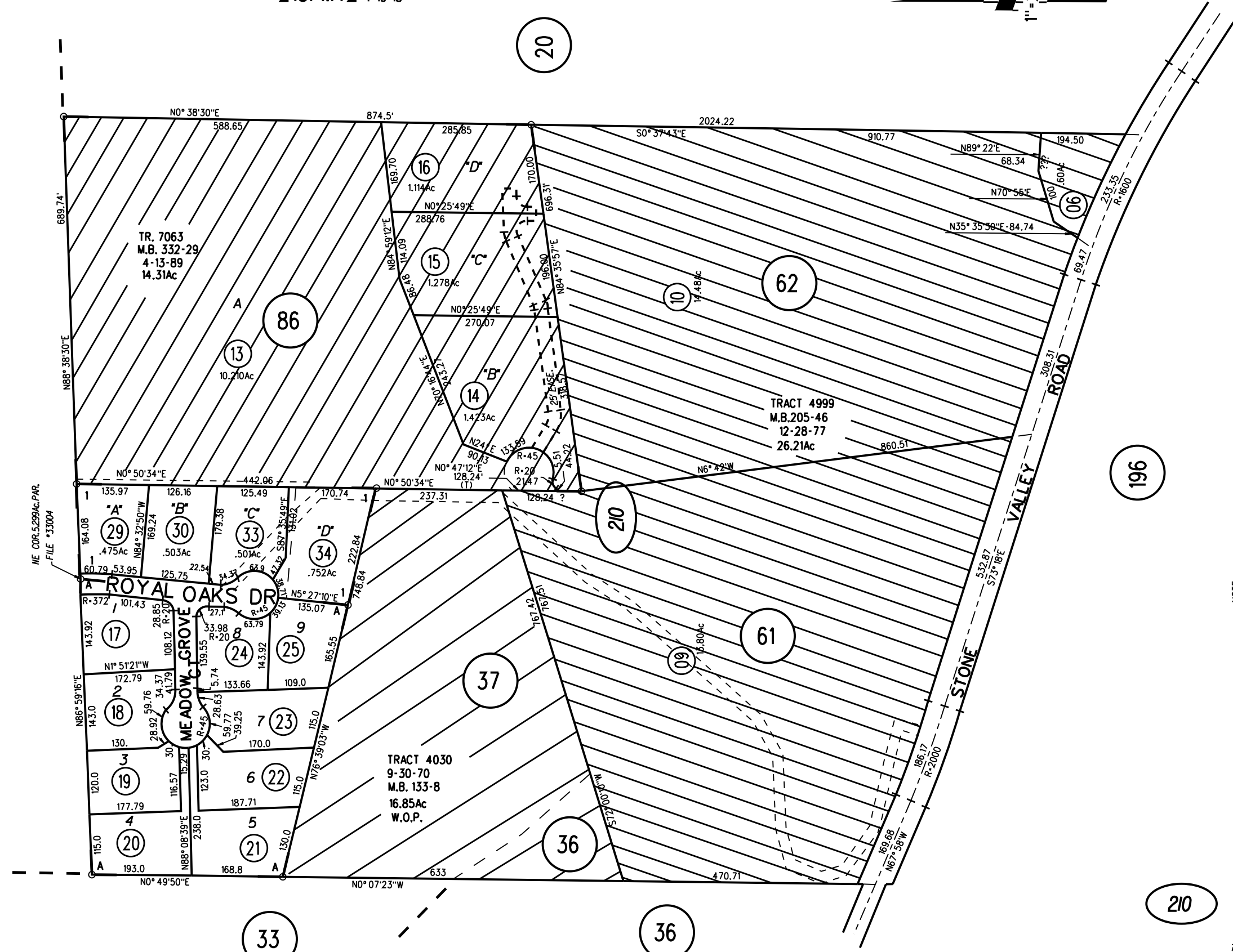


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

III
 II2
 216 PM18
 7/29/20
 II4

POR. NE 1/4 SEC. 17 T1S R1W MDBM

A-1989 TRACT 7062 M.B.329-5
1- 213PM42 4-10-18



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

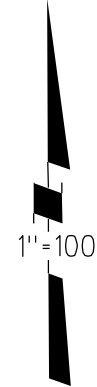
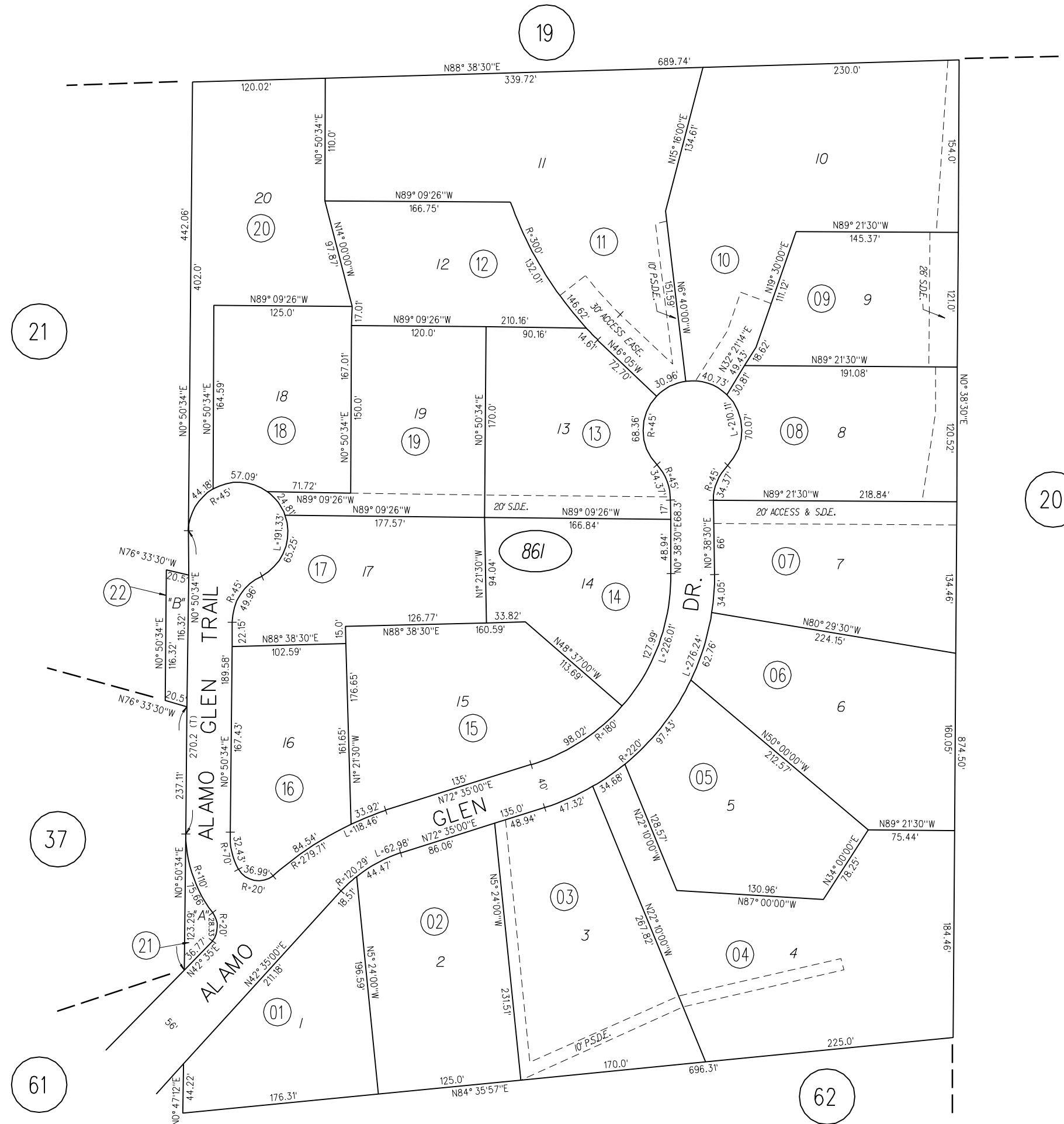
NOTE:
ACTUAL ROAD WIDTHS UNKNOWN

210 33.34
4/4/19

7-26-89

ASSESSOR'S MAP

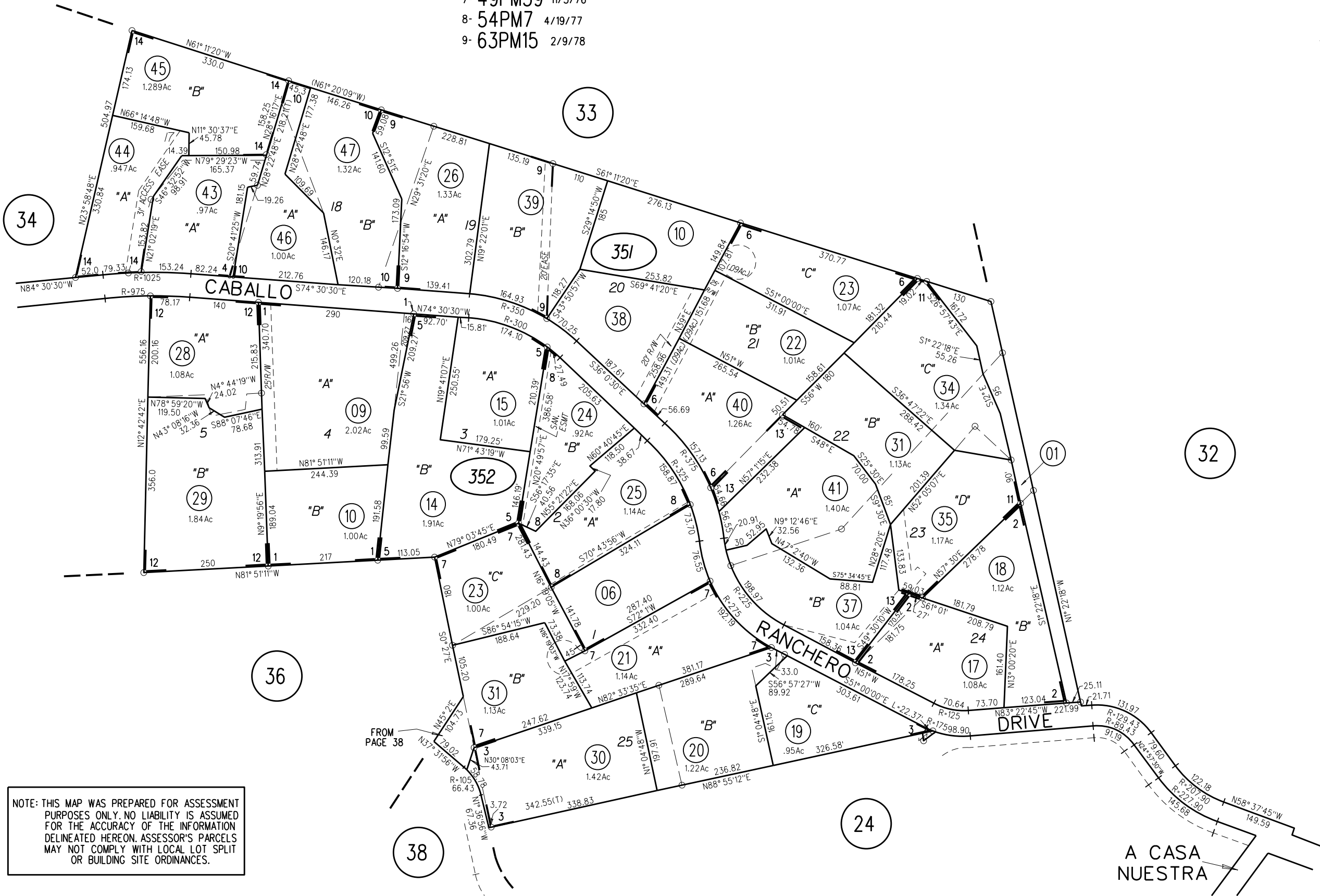
BOOK 193 PAGE 21



861

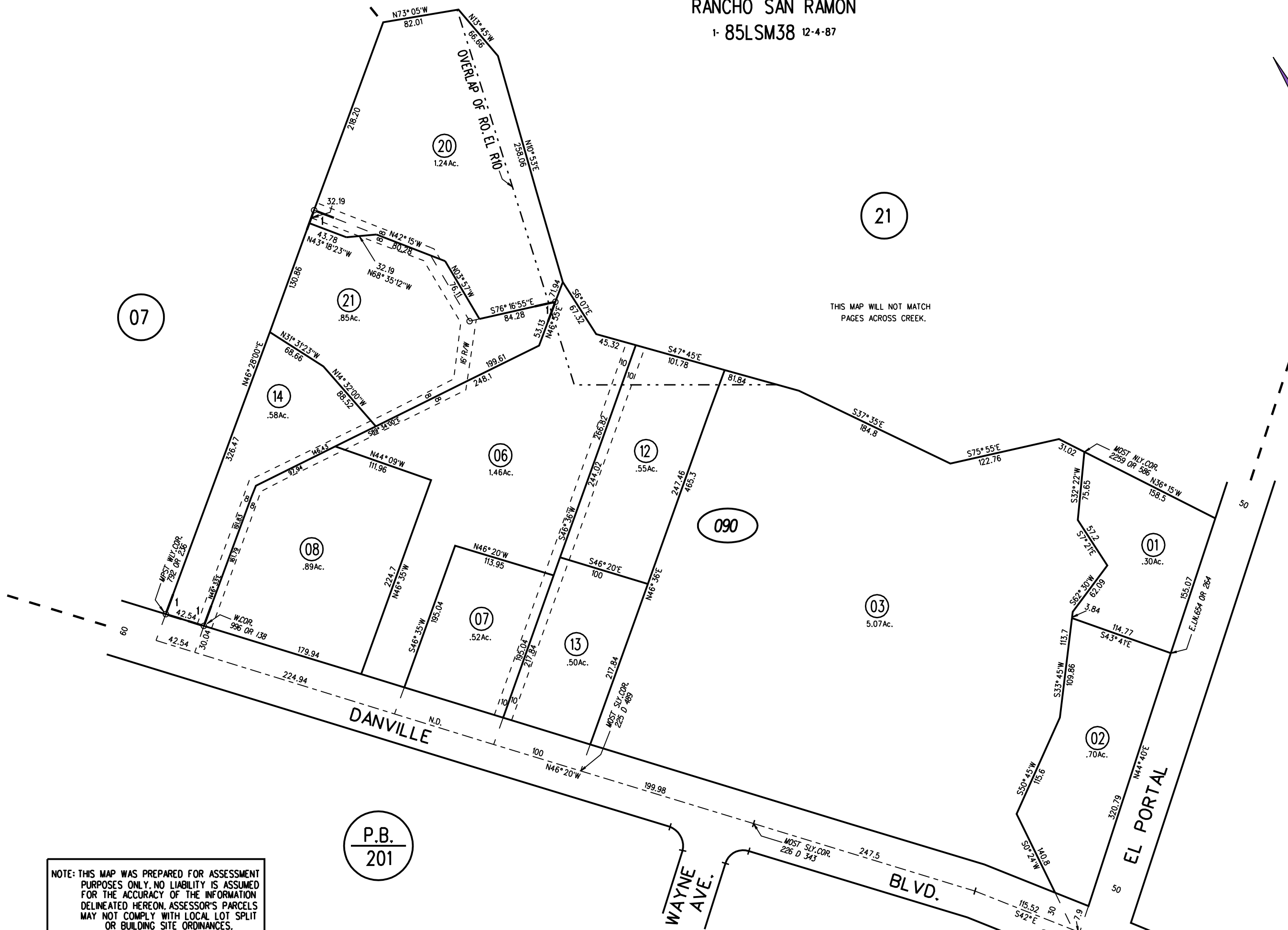
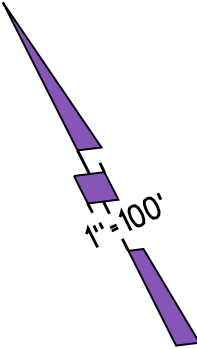
- | | | | |
|------------|----------|-------------|----------|
| 1- 20PM8 | 12/23/71 | 10- 77PM16 | 5/23/79 |
| 2- 45LSM30 | 11/17/66 | 11- 77PM44 | 6/15/79 |
| 3- 20PM46 | 2/14/72 | 12- 90PM25 | 10/23/80 |
| 4- 25PM40 | 12/19/72 | 13- 153PM41 | 8/9/91 |
| 5- 30PM28 | 10/10/73 | 14- 202PM8 | 3/18/08 |
| 6- 34PM5 | 6/3/74 | | |
| 7- 49PM39 | 11/3/76 | | |
| 8- 54PM7 | 4/19/77 | | |
| 9- 63PM15 | 2/9/78 | | |

1"=200'



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.

RANCHO SAN RAMON
1- 85LSM38 12-4-87



P.B.
200

090

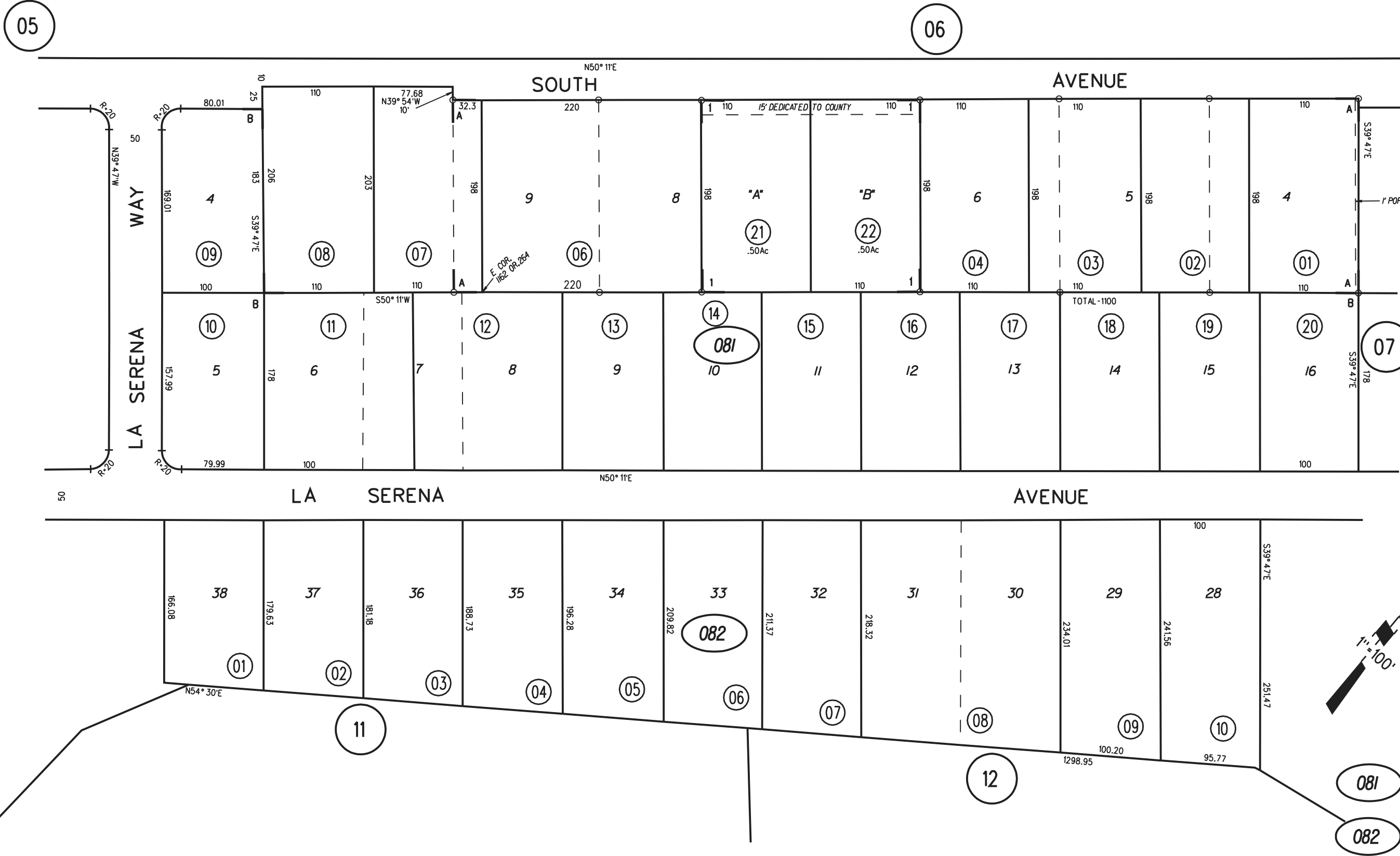
21
3/7/06

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

P.B.
201

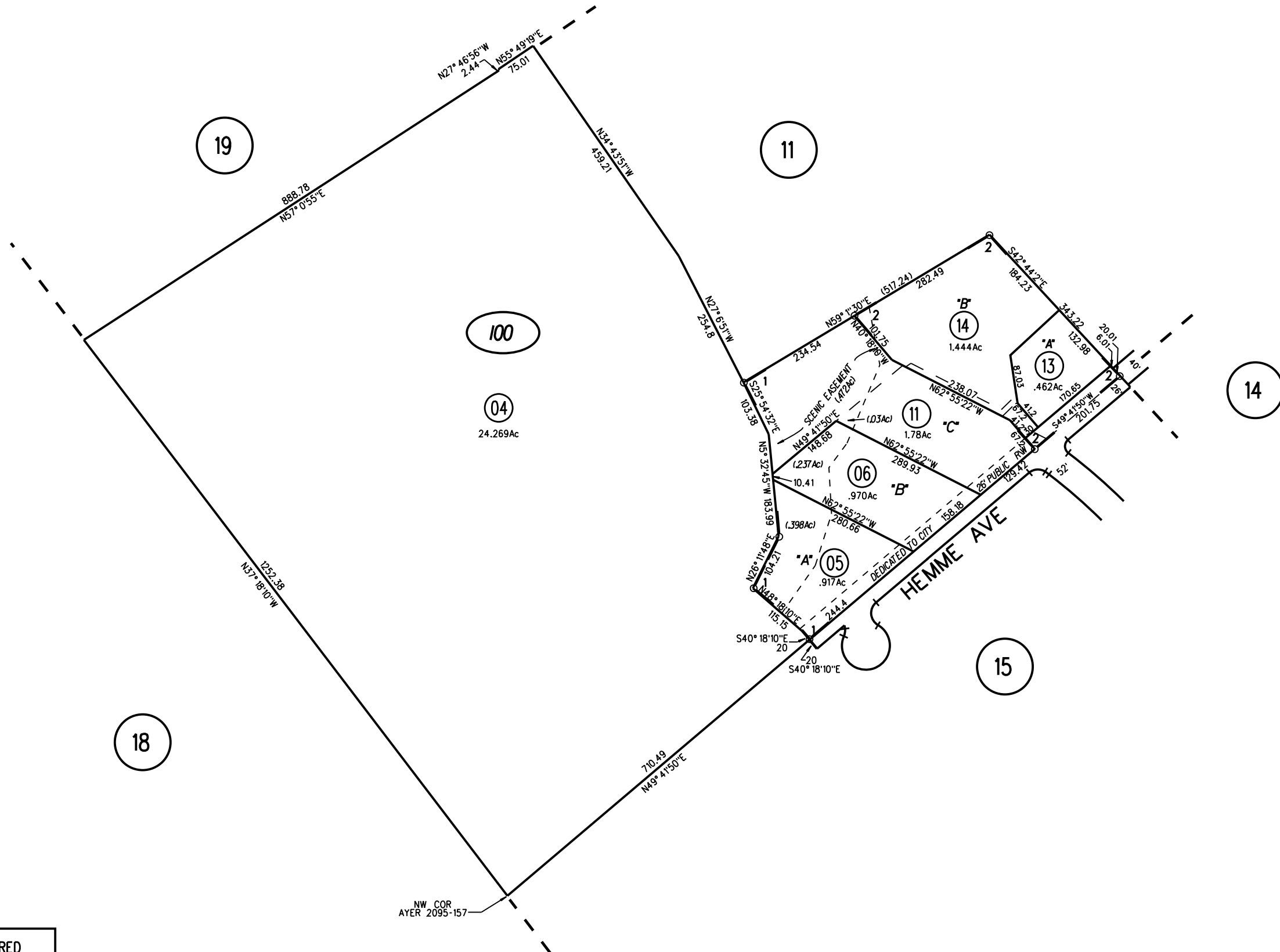
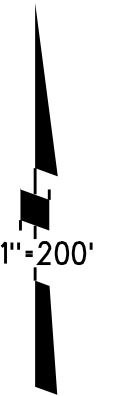
A- ALAMO VILLA SITES M.B. 15-317
B- ALAMO VILLA ESTATES M.B. 33-34
POR. RO. SAN RAMON

1- 207PM11 4-11-12



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

RO SAN RAMON
 1- 209P.M.43 8-27-15
 2- 215P.M.3 2-27-19

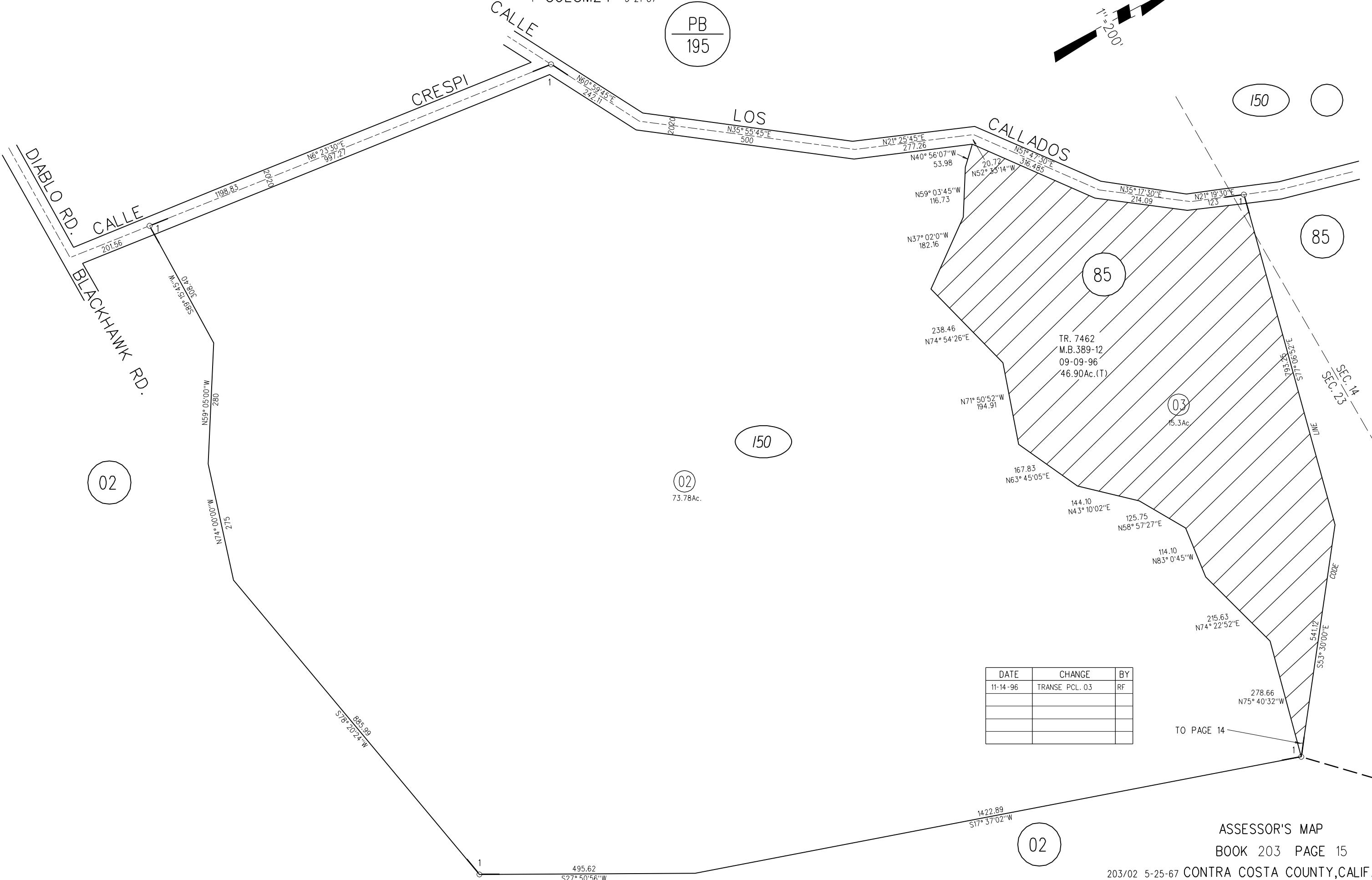
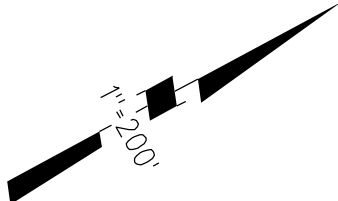


NW COR
 AYER 2095-157

NOTE: THIS MAP WAS PREPARED
 FOR ASSESSMENT PURPOSES ONLY.
 NO LIABILITY IS ASSUMED FOR THE
 ACCURACY OF THE INFORMATION
 DELINEATED HEREON.

100 215 PM3
 3/26/19

PB
195



DATE	CHANGE	BY
11-14-96	TRANSE PCL. 03	RF

TO PAGE 14

1- 131PM44 1-22-88

$$\frac{\text{P.B.}}{220}$$

1" = 200'

770

5-9-92
FM.203-8 & 220-11 2-1-85
ASSESSOR'S MAP
BOOK 203 PAGE 77
CONTRA COSTA COUNTY,CALIF.

DOUGHERTY RANCH MB C-63

1-1969 24 L.S.M 33 11-6-63

2- 29P.M.48 9-7-73

3- 44P.M.44 5-10-76

4- 58P.M.1 9-20-77

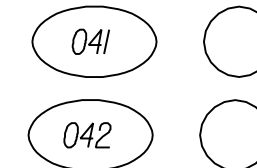
5- 61P.M.39 1-13-78

6- 62P.M.38 1-24-78

7- 62P.M.49 1-30-78



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

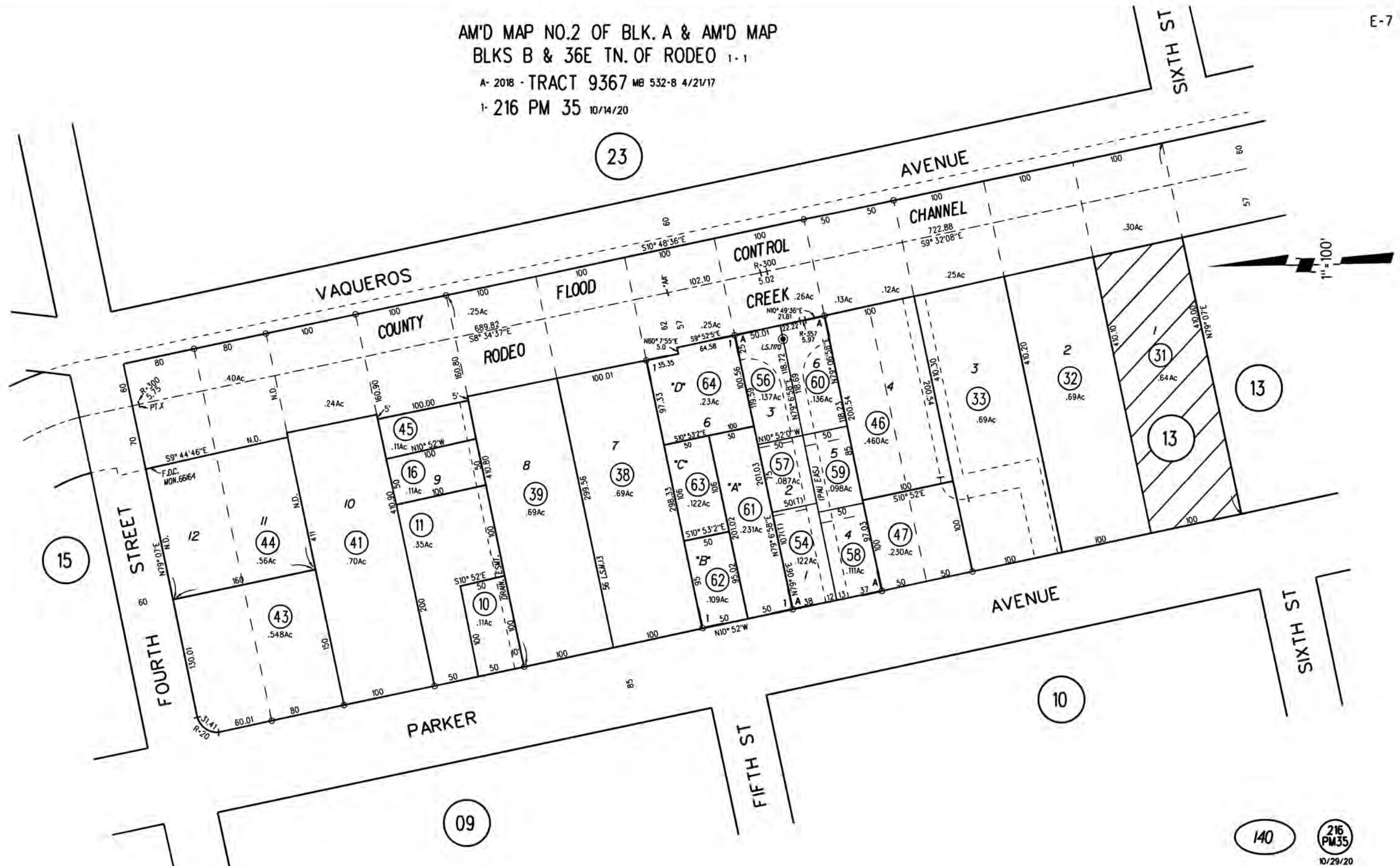


FM 206-15 12-31-01
ASSESSOR'S MAP

AM'D MAP NO.2 OF BLK. A & AM'D MAP
BLKS B & 36E TN. OF RODEO 1-1

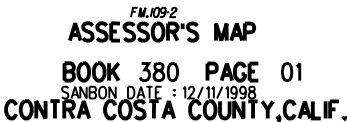
A- 2018 - TRACT 9367 MB 532-B 4/21/17

1- 216 PM 35 10/14/20

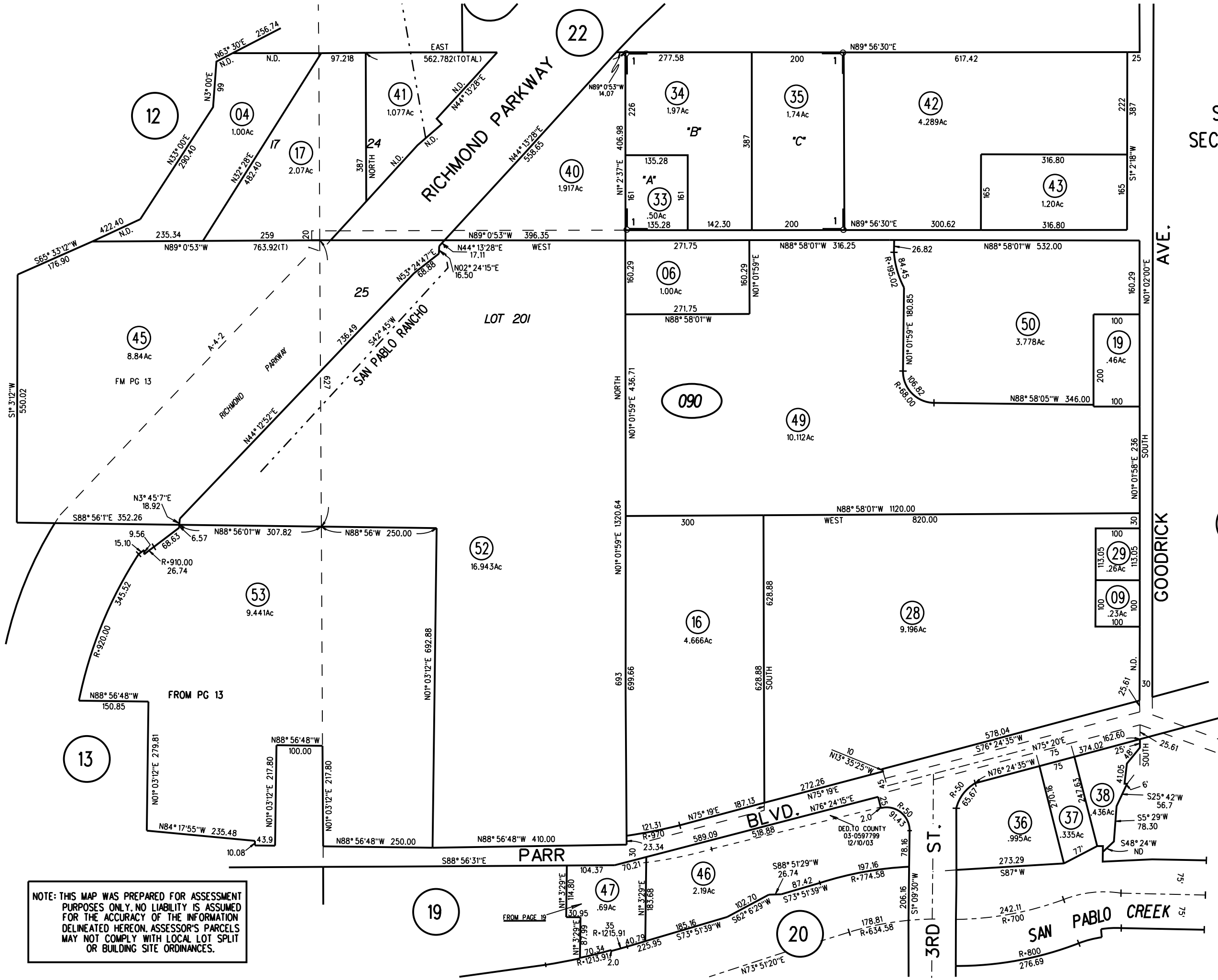


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

E-12,13
F-13

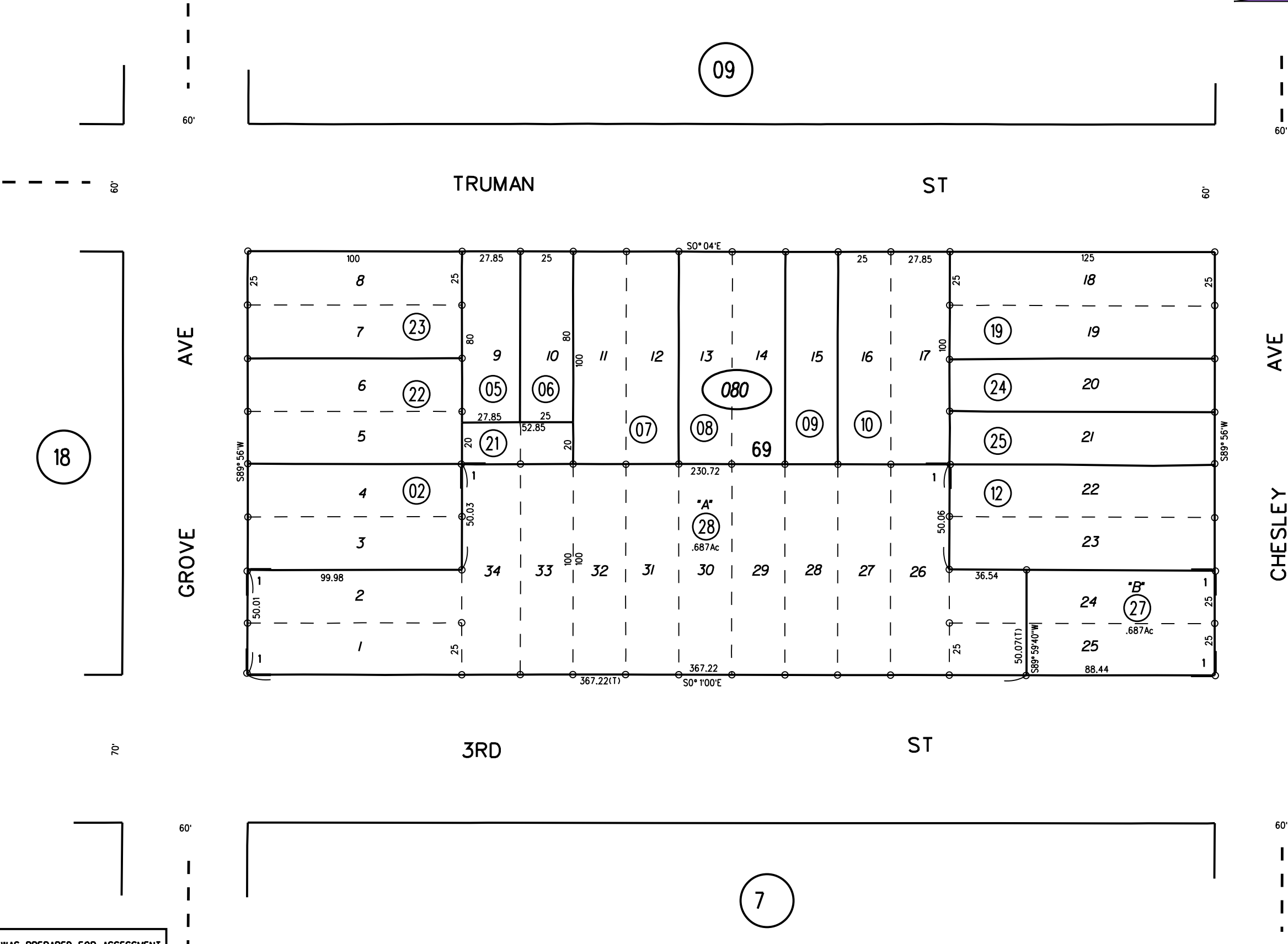
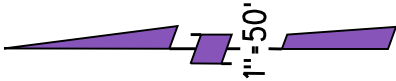


SAN PABLO RANCHO
SEC 35 T2N R5W MDBM
1- 61L.S.M.2 6-16-76



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.

NORTH RICHMOND LAND & FERRY CO. TRACT NO. 2 MB 5-124
1- 213PM31 2/26/18



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

P.B.
561

FILBERT
ST

080

213
PM31
7/2/18

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

