

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

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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](http://www.contracosta.ca.gov).

**AGENDA**  
**March 29, 2022**

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

**Inspirational Thought-** *"We cannot seek achievement for ourselves and forget about the progress and prosperity of our community. Our ambitions must be broad enough to include the aspirations and needs of others, for their sakes and our own."* ~Cesar Chavez

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.75 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

**PRESENTATIONS (5 Minutes Each)**

- PR.1** PRESENTATION proclaiming April 2022 as Cleaner Contra Costa Month. (Supervisor Gioia)
- PR.2** PRESENTATION declaring April 12, 2022 Education & Sharing Day in Contra Costa County. (Supervisor Gioia)

**DISCUSSION ITEMS**

- D.1** ACCEPT update on COVID-19; and PROVIDE direction to staff. (Anna Roth, Health Services Director)
- D.2** CONSIDER adopting Resolution No. 2022/98 approving the Side Letter between Contra Costa County and Western Council of Engineers, amending the current Memoranda of Understanding by providing for an additional County contribution to employee deferred compensation accounts. (David Sanford, Labor Relations)
- D.3** HEARING to consider adopting Ordinance No. 2022-14, authorizing and regulating the development of up to two residential units on a parcel located in a single-family residential zone, and authorizing the ministerial approval of a parcel map for a subdivision of an existing lot in a single-family residential zone into no more than two new parcels, as recommended by the County Planning Commission. (Stanley Muraoka, Department of Conservation and Development)
- D.4** HEARING to consider adopting Ordinance No. 2022-03, to regulate the construction, placement, display, and maintenance of signs in the unincorporated area of the county, as recommended by the County Planning Commission. (Jennifer Cruz, Department of Conservation and Development)
- D.5** CONSIDER accepting the Interim Report for the Arts and Culture Prospectus: Phase One and PROVIDE direction to staff regarding the potential dissolution of the Arts and Culture Commission and re-organization of an Arts Council for Contra Costa County. (Lara DeLaney, County Administrator's Office)
- D.6** CONSIDER authorizing the Board of Supervisors, in all its capacities, and its subcommittees, and its advisory bodies to continue teleconference meetings under Government Code section 54953(e), make related findings, and take related actions. (Mary Ann McNett Mason, County Counsel)
- D. 7** CONSIDER Consent Items previously removed.

**D. 8 PUBLIC COMMENT (2 Minutes/Speaker)**

**D. 9 CONSIDER** reports of Board members.

**11:00 A.M.**

**28th Annual Cesar E. Chavez Commemorative Celebration**

**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--ANTICIPATED LITIGATION

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

***ADJOURN***

**CONSENT ITEMS**

**Engineering Services**

- C. 1** ADOPT Resolution No. 2022/89 approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD17-09465, for a project being developed by Jit S. Pandher, Sukmit K. Pandher, Satwant S. Pandher and Gurmail Singh Pandher, as recommended by the Public Works Director, El Sobrante area. (No fiscal impact)

**Special Districts & County Airports**

- C. 2** ADOPT Resolution No. 2022/87, ordering the preparation and filing of an engineer's report regarding the proposed levy of assessments to fund improvements in Assessment District 1979-3 (LL2) in Fiscal Year 2022/23, as recommended by the Public Works Director, Countywide. (100% Assessment District 1979-3 (LL-2) Funds)

- C. 3** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a contract amendment with W.E. Lyons Construction Company to increase the payment limit by \$400,000 to a new payment limit of \$13,933,040 for additional services relating to the construction of the new Aircraft Rescue Fire Fighting facility, terminal, and administrative offices at Buchanan Field Airport. (66% FAA, 34% Airport Enterprise Fund).

### **Claims, Collections & Litigation**

- C. 4** DENY claims filed by Jahir Alonso, Nicolaas J. DeGreef, Rajinder Sidhu, Mikky Toomer, and Zhenfei Yu.

### **Honors & Proclamations**

- C. 5** ADOPT Resolution No. 2022/96 commemorating March 31, 2022 as the 100th anniversary of the birth of integrated pest management pioneer Robert van den Bosch, as recommended by the Health Services Director.
- C. 6** ADOPT Resolution No. 2022/99 declaring April 12, 2022 Education & Sharing Day in Contra Costa County, as recommended by Supervisor Gioia.
- C. 7** ADOPT Resolution No. 2022/102 declaring April 2022 as Cleaner Contra Costa Month, as recommended by Supervisor Gioia.
- C. 8** ADOPT Resolution No. 2022/114 recognizing Jake Hammerman as the 2022 Youth Hall of Fame Awardee for Volunteerism, as recommended by the Cesar Chavez Committee.
- C. 9** ADOPT Resolution No. 2022/107 recognizing Mark Rainier Catapusan as the 2022 Youth Hall of Fame Awardee for Perseverance, as recommended by the Cesar Chavez Committee.
- C. 10** ADOPT Resolution No. 2022/108 recognizing Namratha Kasalanati as the 2022 Youth Hall of Fame Awardee for Teamwork, as recommended by the Cesar Chavez Committee.
- C. 11** ADOPT Resolution No. 2022/109 recognizing Seena Farhadi as the 2022 Youth Hall of Fame Awardee for Leadership & Civic Engagement, as recommended by the Cesar Chavez Committee.

- C. 12** ADOPT Resolution No. 2022/110 recognizing Carolyn Considine as the 2022 Youth Hall of Fame Awardee for Good Samaritan, as recommended by the Cesar Chavez Committee.
- C. 13** ADOPT Resolution No. 2022/111 recognizing Sohan Emani as the 2022 Youth Hall of Fame Awardee for Rising Star Good Samaritan, as recommended by the Cesar Chavez Committee.
- C. 14** ADOPT Resolution No. 2022/112 recognizing Alice Zeitler as the 2022 Youth Hall of Fame Awardee for Rising Star Volunteerism, as recommended by the Cesar Chavez Committee.
- C. 15** ADOPT Resolution No. 2022/113 recognizing Krish Veluthakkal as the 2022 Youth Hall of Fame Awardee for Rising Star Leadership & Civic Engagement, as recommended by the Cesar Chavez Committee.
- C. 16** ADOPT Resolution No. 2022/117 recognizing Lea Castleberry for her many years of service to Contra Costa County on the occasion of her retirement, as recommended by Supervisor Burgis.

### **Appointments & Resignations**

- C. 17** REAPPOINT Robert Sarmiento to the Contra Costa County Primary seat and Jerry Fahy to the Contra Costa County Alternate seat on the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Advisory Committee to new terms expiring December 31, 2023, as recommended by the Conservation and Development and Public Works Directors.
- C. 18** APPOINT Susan Boudreau to the Appointee Seat 2 on the El Sobrante Municipal Advisory Council for a term ending December 31, 2022, as recommended by Supervisor Gioia.
- C. 19** ACCEPT the resignation of Ms. Melinda McCrary, DECLARE a vacancy in Seat 2 on the Historical Landmarks Advisory Committee, and DIRECT the Clerk of the Board to post the vacancy.
- C. 20** REAPPOINT Joey Smith to the District 1 seat on the Commission for Women and Girls, as recommended by Supervisor Gioia.
- C. 21** ACCEPT the resignation of Lily Rahnema, DECLARE a vacancy in the Business Seat on the North Richmond Municipal Advisory Council for a term ending December 31, 2022, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Gioia.

- C. 22** ACCEPT the resignation of Robert Rogers from the Supervisor Alternate seat on the North Richmond Waste and Recovery Mitigation Fee Committee, as recommended by Supervisor Gioia.

**Intergovernmental Relations**

- C. 23** AUTHORIZE the Chair of the Board of Supervisors to sign a letter to express the County's support for the Contra Costa Water District's pursuit of grant funding for the timely replacement and completion of their Shortcut Pipeline Phase 3 Improvements Project, as recommended by the Transportation, Water, and Infrastructure Committee. (No fiscal impact)
- C. 24** APPROVE and AUTHORIZE the County Administrator, or designee, to execute an amended Memorandum of Understanding with the Contra Costa County Superior Court to make technical adjustments to the County's Enhanced Court Collections Program. (100% General Fund)

**Personnel Actions**

- C. 25** ADOPT Position Adjustment Resolution No. 25921 to add one Assistant Clinical Laboratory Manager (represented) position, one Supervising Clinical Laboratory Scientist/LIS Analyst (represented) position, and one Cytotechnologist (represented) position, and cancel one Psychiatric Technician (represented) position, one Community Health Worker II (represented) position, one Licensed Vocational Nurse (represented) position, and one Family Nurse Practitioner (represented) position in the Health Services Department. (100% Hospital Enterprise Fund I)
- C. 26** ADOPT Position Adjustment Resolution No. 25918 to add one Social Service Program Assistant (represented) position and cancel one Medi-Cal Program Assistant (represented) position in the Aging and Adult Services Bureau of the Employment and Human Services Department. (48% County, 35% State, and 17% Federal)
- C. 27** ADOPT Position Adjustment Resolution No. 25920 to cancel one Labor Relations Assistant (AD7C) (unrepresented) position, and add one Labor Relations Analyst I (ADSI) (unrepresented) County Administrator's Office; appoint incumbent employee No. 88939 to the new position from the eligible list. (100% general fund)

**Leases**

- C. 28** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with Paula Ardizzoia-Harvey to extend through September 30, 2026, the term of the lease for a garage and driveway located at 49 Canyon Lake Drive, Port Costa, for the Crockett-Carquinez Fire Protection District, at an annual rent of \$6,000 with one five-year renewal term. (100% Crockett-Carquinez Fire Protection District)

**Grants & Contracts**

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

- C. 29** ADOPT Resolution No. 2022/104 authorizing the Health Services Director, or designee, to submit an application with the California Department of Housing and Community Development (CDHCD) for funding for the Pet Assistance and Support (PAS) Program in West County, in an amount not to exceed \$600,000, and enter into an agreement and any amendments with CDHCD for funding, subject to County Counsel approval, for the period July 1, 2022 through June 30, 2024. (No County match)
- C. 30** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sutter Health, a California corporation, to pay County on a fee for service basis for microbiological laboratory testing for the period January 2, 2022 through January 1, 2025. (No County match)
- C. 31** ADOPT Resolution No. 2022/103 authorizing the Health Services Director, or designee, to submit an application with the California Department of Housing and Community Development (CDHCD) for funding for the Pet Assistance and Support (PAS) Program in East County, in an amount not to exceed \$600,000, and to enter into an agreement and any amendments, with CDHCD for funding, subject to County Counsel approval, for the period July 1, 2022 through June 30, 2024. (No County match)
- C. 32** ADOPT Resolution No. 2022/100 authorizing the Sheriff Coroner, or designee, to apply for and accept the California Highway Patrol Grant Fiscal Year 2022-2024, in an amount not to exceed \$415,900 for the purchase of new toxicology equipment for the Toxicology Unit for the period of July 1, 2022, through the end of the grant funding. (100% State)
- C. 33** APPROVE and AUTHORIZE the Chief Information Officer, Department of Information Technology, or designee, to execute a contract with the East Bay Regional Park District to provide radio communication services for the completion of the East Bay Regional Park Districts Low Band Radio Microwave Upgrade Project at the rate of \$135 per hour plus the cost of any material and equipment for the period of October 1, 2021 to December 31, 2022. (100% East Bay Regional Park District)

- C. 34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a grant amendment with the California Department of Public Health, to increase the maximum amount payable to the County by \$72,688 to a new amount payable of up to \$1,681,773 to provide oral health services for the low-income population in Contra Costa County with no change in the term January 1, 2018 through June 30, 2022. (No county match)
- C. 35** ADOPT Resolution No. 2021/101 authorizing the Health Services Director, or designee, to execute amendments or modifications to contracts with the California Department of Housing and Community Development, as well as any documents required by the State in regard to the County's Pet Assistance and Support Program. (No fiscal impact)

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

- C. 36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The Permanente Medical Group, Inc., in an amount not to exceed \$750,000 to provide an Emergency Medical Services Medical Director for the period April 1, 2022 through March 31, 2025. (100% Measure H Funding)
- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Behavioral Health Works, Inc., in an amount not to exceed \$375,000 to provide home health care and hospice services for Contra Costa Health Plan members for the period March 1, 2022 through February 28, 2025. (100% Contra Costa Health Plan Fund II)
- C. 38** APPROVE and AUTHORIZE the District Attorney, or designee, to execute an Interagency Agreement with the City of Pittsburg to pay the City an amount not to exceed \$156,663 for a City Police Officer to be assigned as a Cold Case DNA Detective for the period August 1, 2021, through August 1, 2024. (100% Federal)
- C. 39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Ride Roundtrip, Inc., to increase the payment limit by \$7,450,000 to a new payment limit of \$10,500,000 and clarify a term with successive one (1) year period renewals, for additional hosted software portal services for transportation coordination, scheduling, and dispatch for Medi-Cal patients. (100% State Department of Health Care Services allocations)
- C. 40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Toyon Associates, Inc., in an amount not to exceed \$450,000 to provide consultation and technical assistance regarding Medicare auditing and reporting for the period January 1, 2022 through December 31, 2023. (100% Hospital Enterprise Fund I)



- C. 41** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Perkins Eastman Architects D.P.C., to extend the term from June 26, 2022 through June 26, 2023 and increase the payment limit by \$500,000 to a new payment limit of \$2,000,000, to provide as-needed architectural services for various County facilities projects, Countywide. (100% Various Funds)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Brain Health Professional Services, P.C., in an amount not to exceed \$319,488 to provide outpatient psychiatric care services to older mentally ill adults in Central Contra Costa County for the period May 1, 2022 through April 30, 2023. (100% Mental Health Services Act)
- C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Central Contra Costa Transit Authority, a government agency, in an amount not to exceed \$199,000 for COVID-related transportation services for the period March 1, 2022 through February 28, 2025. (100% Federal American Rescue Plan Act)
- C. 44** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to execute a purchase order with Microsoft Corporation in an amount not to exceed \$315,694 and a Microsoft Enterprise Work Order for Microsoft's Unified Support for licensed products, for the period from January 20, 2022 through January 19, 2023. (100% Hospital Enterprise Fund I)
- C. 45** AWARD eight contracts resulting from the Family and Children's Trust Committee Request for Proposal 1181, with C.O.P.E. Family Support Center, Ujima Family Recovery Services, Contra Costa Interfaith Housing (dba Hope Solutions), STAND! For Families Free of Violence, Mt. Diablo Unified School District/Crossroads High School, Bay Area Crisis Nursery, Child Abuse Prevention Council of Contra Costa County, and Bay Area Community Resources, and AUTHORIZE the Employment and Human Services Director, or designee, to negotiate the contracts with the foregoing parties, each in an amount not to exceed \$80,000 to provide child abuse prevention and intervention services, for the period August 1, 2022 through June 30, 2023.
- C. 46** Acting as the governing body of the Contra Costa County Fire Protection District, AWARD and AUTHORIZE the Fire Chief, or designee, to execute the construction contract with PC Inc., in the amount of \$789,000, for the installation of new generators at Fire Station No. 2 and Fire Station No. 81, and to take related actions. (58% Federal, 42% CCCFPD Operating Fund)
- C. 47** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order with Dell, in an amount not to exceed \$400,834 to procure Dell VxRail storage servers, professional services and support for the period May 1, 2022 through April 30, 2027. (100% Hospital Enterprise Fund I)

- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Myriad Genetics, Inc., in an amount not to exceed \$300,000 to provide molecular diagnostic laboratory testing services for Contra Costa Health Plan members for the period March 1, 2022 through February 28, 2025. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 49** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Watermark Medical, Inc. in an amount not to exceed \$432,000 for Home Sleep Study devices for the Cardiopulmonary Sleep Clinic at the Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from February 1, 2022 through January 31, 2023. (100% Hospital Enterprise Fund I)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with KP LLC, in an amount not to exceed \$400,000 to assist with creation and distribution of Contra Costa Health Plan membership materials for the period March 1, 2022 through February 28, 2023. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 51** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Beckman Coulter, Inc. in an amount not to exceed \$2,000,000 for reagents and supplies for the clinical laboratory at the Contra Costa Regional Medical Center, for the period from May 15, 2022, through May 14, 2023. (100% Hospital Enterprise Fund I)
- C. 52** APPROVE and AUTHORIZE the County Counsel, or designee, to execute, on behalf of Contra Costa County, a contract for specialized professional services with Hanson Bridgett LLP. (100% User Departments)
- C. 53** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Sheriff-Coroner, a purchase order with Victory Supply in an amount not to exceed \$350,000 to purchase clothing, bedding & linen items as required for inmates for the County detention facilities for the period of April 1, 2022 through March 31, 2023. (100% General Fund)
- C. 54** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Information Officer, Department of Information Technology, a purchase order amendment with Insight Public Sector, to increase the payment limit by \$300,000 to a new payment limit of \$2,140,705 for the purchase of additional Microsoft Azure License/Reservations and overages for the period of October 2020 through April 2022. (100% User Fees)
- C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Telcor Inc., in an amount not to exceed \$3,954, for additional software solution services for glucose monitoring devices in Contra Costa Regional Medical Center laboratories for the period through December 31, 2022. (100% Hospital Enterprise Fund I)

- C. 56** APPROVE and AUTHORIZE the Director of Risk Management to execute a contract with Experian Consumer Services in an amount not to exceed \$1,000,000 for credit monitoring services from the period of March 29, 2022 through June 29, 2024. (100% Public Liability Insurance Internal Service Fund)
- C. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Harinder S. Auluck and Associates Corporation, in an amount not to exceed \$209,664 to provide outpatient psychiatric care services to mentally ill adults in Central Contra Costa County for the period March 1, 2022 through February 28, 2023. (100% Mental Health Realignment)
- C. 58** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Advanced Helicopter Services, Inc., in an amount not to exceed \$3,000,000 for helicopter maintenance services for the period February 1, 2022 through January 31, 2024. (55% CSA P-6 Zone funds, 32% State, 13% User Agency revenue)
- C. 59** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount up to \$10,675 to Cactus Healthcare Resources LLC, for additional consultation and technical assistance services provided to the Health Services Department- Information Technology Unit for the period December 16, 2021 through December 31, 2021 (100% Hospital Enterprise Fund I)

### **Other Actions**

- C. 60** APPROVE the 2022-2023 Head Start Recruitment and Enrollment Plan and the Admissions Priority Criteria for early care and education programs of the Community Services Bureau, as recommended by the Employment and Human Services Director.
- C. 61** AUTHORIZE the County Administrator, or designee, to submit Community Project Funding requests to the County's congressional delegation for federal FY 2023 funding.
- C. 62** ADOPT Resolution No. 2022/105 approving and authorizing the closure or transfer to the County of former Los Medanos Community Healthcare District financial, investment, and business accounts, as recommended by the Treasurer-Tax Collector.
- C. 63** ACCEPT the 2021 Annual Housing Element Progress Report, as recommended by the Conservation and Development Director. (No fiscal impact)

- C. 64** APPROVE and AUTHORIZE the Auditor-Controller, to pay \$242,654 to Medline Industries for end to end distribution services provided to Contra Costa Regional Medical Center for the period July 1, 2021 through February 28, 2022. (100% Hospital Enterprise Fund I)
- C. 65** APPROVE and AUTHORIZE, the Auditor-Controller, to pay \$180,585 to Home Depot Pro for cleaning solutions and supplies provided to Contra Costa Regional Medical Center during the period April 1, 2021 through September 30, 2021. (100% American Rescue Plan Act)
- C. 66** ADOPT Resolution No. 2022/91 approving the reissuance of a Multifamily Housing Revenue Note in the amount of \$38,300,000 for Marina Heights Apartments located at 2 Marina Boulevard in Pittsburg, California, as recommended by the Conservation and Development Director. (100% Special Revenue Funds)
- C. 67** ACCEPT the 2021 Annual Progress Report on implementation of the Contra Costa County General Plan 2005-2020, as recommended by the Conservation and Development Director. (No fiscal impact)
- C. 68** 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. 69** Acting as the governing body of the Contra Costa County Fire Protection District, ADOPT Resolution No. 2022/97 authorizing the Contra Costa County Fire Protection District to accept a Hazard Mitigation Grant Program award, in the amount of \$461,220, for the installation of emergency generators at Fire Station No. 2 and Fire Station No. 81. (54% Federal, 46% Special District Funds)
- C. 70** Acting as the governing body of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a license agreement with the U.S. Department of the Navy to use a portion of the former Concord Naval Weapon Station for public safety training purposes during the period April 16, 2022 to April 17, 2023. (No fiscal impact)
- C. 71** RECEIVE letter from the Sustainability Commission recommending formation of a working group on sea level rise.
- C. 72** APPROVE the 20 Allen Street New Modular Trailer Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Martinez area. (100% Federal Funds)

- C. 73** APPROVE and AUTHORIZE the County Administrator, or designee, to execute the Public Safety Maintenance of Effort (MOE) Certification Form for Fiscal Year 2021/22 and to submit the MOE Certificate form to the County Auditor-Controller, as recommended by the County Administrator. (100% State Proposition 172 Funds)
- C. 74** APPROVE and AUTHORIZE, the Auditor-Controller, to pay up to \$65,206 to Linde Gas & Equipment Inc. for medical gases and supplies provided to Contra Costa Regional Medical Center (CCRMC) and Health Centers during the period from October 12, 2021 through February 28, 2022. (100% American Rescue Plan Act)
- C. 75** AUTHORIZE the Chair of the Board of Supervisors to execute a grant deed formalizing the County's ownership of the former Los Medanos Community Healthcare District property in Pittsburg, and AUTHORIZE the Public Works Director, or designee, to take any and all actions necessary to complete the acceptance of the property. (No fiscal impact)

## **GENERAL INFORMATION**

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Successor Agency to the Redevelopment Agency. Persons who wish to address the Board should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 96 hours prior to that meeting are available for public inspection at 1025 Escobar Street, First Floor, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 1025 Escobar Street, First Floor, Martinez, CA 94553 or to [clerkoftheboard@cob.cccounty.us](mailto: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.

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### STANDING COMMITTEES

**When the Board's STANDING COMMITTEES meet they will provide public access as noticed on the agenda for the respective STANDING COMMITTEE meeting.**

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

The **Family and Human Services Committee** (Supervisors 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 Karen Mitchoff and Diane Burgis) meets on the second Monday of the month at 1:00 p.m. in Room 110, County Administration Building, 1025 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	June 8, 2022	11:00 a.m.	See above
Family & Human Services Committee	April 25, 2022	9:00 a.m.	See above
Finance Committee	April 4, 2022 Canceled Next Meeting May 2, 2022	9:00 a.m.	See above
Hiring Outreach Oversight Committee	June 6, 2022	10:30 a.m.	See above
Internal Operations Committee	April 11, 2022	10:30 a.m.	See above
Legislation Committee	April 11, 2022	1:00 p.m.	See above
Public Protection Committee	April 25, 2022	10:30 a.m.	See above
Sustainability Committee	May 23, 2022	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	April 11, 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  
**CCCFPD (ConFire)** Contra Costa County Fire Protection District  
**CCHP** Contra Costa Health Plan  
**CCTA** Contra Costa Transportation Authority  
**CCRMC** Contra Costa Regional Medical Center  
**CCWD** Contra Costa Water District  
**CDBG** Community Development Block Grant  
**CFDA** Catalog of Federal Domestic Assistance  
**CEQA** California Environmental Quality Act  
**CIO** Chief Information Officer  
**COLA** Cost of living adjustment  
**ConFire (CCCFPD)** Contra Costa County Fire Protection District  
**CPA** Certified Public Accountant  
**CPI** Consumer Price Index  
**CSA** County Service Area  
**CSAC** California State Association of Counties  
**CTC** California Transportation Commission  
**dba** doing business as  
**DSRIP** Delivery System Reform Incentive Program  
**EBMUD** East Bay Municipal Utility District  
**ECCFPD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Virus  
**HOME** Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households  
**HOPWA** Housing Opportunities for Persons with AIDS Program



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

**UASI** Urban Area Security Initiative

**VA** Department of Veterans Affairs

**vs.** versus (against)

**WAN** Wide Area Network

**WBE** Women Business Enterprise

**WCCHD** West Contra Costa Healthcare District

**WCCTAC** West Contra Costa Transportation Advisory Committee



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: March 29, 2022

Subject: Update on COVID -19

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**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/>

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 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: Monica Nino, County Administrator  
Date: March 29, 2022

Subject: Side Letter to amend MOU with WCE, Section 5.15 - Deferred Compensation Plan

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2022/98 approving the Side Letter between Contra Costa County and Western Council of Engineers (WCE), amending the current Memoranda of Understanding by providing for an additional County contribution to employee deferred compensation accounts.

**FISCAL IMPACT:**

Pursuant to the funds agreed to in the Non-Healthcare/Non-General Wage Re-Opener section of each Unit's Memorandum of Understanding, the total annual cost is approximately \$10,000. The cost will be absorbed by the applicable departments.

**BACKGROUND:**

The Side Letter amends the Memorandum of Understanding between the County and Western Council of Engineers (July 1, 2013 - June 30, 2022) to revise Section 5.15 – Deferred Compensation Plan. This revision provides for a County contribution towards active employees' deferred compensation accounts pursuant to the funds referenced in Section 49 – Non-Healthcare/Non-General Wage Re-Opener.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Alvan Mangalindan, (925)  
655-2072

By: , Deputy

cc: Ann Elliot, Director of Human Resources, Haj Nahal, Assistant Auditor-Controller

BACKGROUND: (CONT'D)

Pursuant to this side letter, the County shall provide a monthly deferred compensation contribution to eligible employees in WCE who are enrolled in the County's deferred compensation program. Only permanent full-time or permanent part-time employees in a position designated at a minimum of twenty (20) hours per week who have been employed by the County for at least ninety (90) calendar days, will be eligible for the contribution. An employee will be considered enrolled in the County's deferred compensation program as long as they maintain a balance in such an account. Any newly hired employee who satisfies these requirements will also be eligible to receive this contribution on a go-forward monthly basis provided they open a deferred compensation account during the applicable year.

The initial 2022 contribution will be applied on a fiscal year basis through June 30, 2022. The pro-rata amount for each employee will be determined by dividing \$10,000 by the number of eligible employees enrolled in the County's deferred compensation program on April 10, 2022. This contribution amount will be distributed proportionately on a monthly basis, starting with the May 10, 2022 pay date through the following July 10, 2022 pay date. For the second half of the 2022 calendar year contribution only, due to the overlap of the above FY 2021-2022 contribution, the pro-rata amount for each employee will be determined by dividing \$5,000 by the number of eligible employees enrolled in the County's deferred compensation program on July 1, 2022. Individual contributions are to be distributed on a monthly basis among all eligible employees starting with the following August 10, 2022 pay date through the following January 10, 2023 pay date.

For all subsequent contributions, the contribution will be applied on a calendar year basis. After the 2022 calendar year contributions, the pro-rata amount for each employee will be determined for the applicable calendar year by dividing \$10,000 by the number of eligible employees enrolled in the County's deferred compensation program on January 1. Individual contributions are to be distributed on a monthly basis among all eligible employees starting with the following February 10 pay date through the following January 10 pay date. The parties acknowledge that the amount of each employee's pro-rata share is subject to change from year to year as the amount will be wholly dependent on the number of employees enrolled in the deferred compensation program at the time.

The terms of this Side Letter are effective March 29, 2022 and will be incorporated into the next MOU between the County and WCE. The Parties agree that this Side Letter resolves all re-opener negotiations related to Section 49 – Non-Healthcare/Non-General Wage Re-opener. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between Contra Costa County and WCE (July 1, 2013 - June 30, 2022) remain unchanged.

CONSEQUENCE OF NEGATIVE ACTION:

The Non-Healthcare/Non-General Wage Re-Opener section for WCE's MOU will remain open.

ATTACHMENTS

Resolution 2022/98

County and WCE Side Letter

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

Adopted this Resolution on 03/29/2022 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2022/98**

**In the Matter of:** The Side Letter Agreement between the County of Contra Costa and Western Council of Engineers (WCE) adding Sub-Section 5.15.C - Additional Contribution to Deferred Compensation Plan to the WCE MOU (pursuant to funds referenced in Section 49- Non-Healthcare/Non-General Wage Re-Opener).

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa **RESOLVES THAT:**

The attached Side Letter of Agreement dated March 11, 2022, between Contra Costa County and WCE be **ADOPTED**.

I hereby certify that this 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: Alvan Mangalindan, (925)  
655-2072**

**ATTESTED: March 29, 2022**  
Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** Ann Elliot, Director of Human Resources, Haj Nahal, Assistant Auditor-Controller

**SIDE LETTER  
BETWEEN  
CONTRA COSTA COUNTY AND  
WESTERN COUNCIL OF ENGINEERS**

This Side Letter is by and between Western Council of Engineers ("Union") and the County of Contra Costa ("County") and is effective on 3/29/22 following approval of the Board of Supervisors.

This side letter amends the Memorandum of Understanding between the County and the Union (July 1, 2013 - June 30, 2022) under Section 5.15 – Deferred Compensation Plan to include an additional paragraph C that will provide for an additional County contribution towards active employees' deferred compensation accounts pursuant to the funds referenced in Section 49 – Non-Healthcare/Non-General Wage Re-Opener (incorporated by side letter into the MOU via Resolution No. 2018/576).

**5.15 Deferred Compensation Plan**

A. Special Benefit for Hires after January 1, 2010: Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and
3. The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,
4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the Base Contribution Amount or the Monthly Base Contribution Amount for Maintaining Program Eligibility required for the County's Deferred Compensation Incentive in any other provision in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

B. Loan Provision: On August 14, 2012 the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

**C. Additional Contribution to Deferred Compensation Plan (pursuant to the funds referenced in Section 49 – Non-Healthcare/Non-General Wage Re-Opener):**

The County shall provide a monthly deferred compensation contribution to eligible employees who are enrolled in the County's deferred compensation program. Only permanent full-time or permanent part-time employees in a position designated at a minimum of twenty (20) hours per week who have been employed by the County for at least ninety (90) calendar days, will be eligible for the contribution. An employee will be considered enrolled in the County's deferred compensation program as long as they maintain a balance in such an account. Any newly hired employee who satisfies these requirements will also be eligible to receive this contribution on a go-forward monthly basis provided they open a deferred compensation account during the applicable year.

The initial 2022 contribution will be applied on a fiscal year basis through June 30, 2022. The pro-rata amount for each employee will be determined by dividing \$10,000 by the number of eligible employees enrolled in the County's deferred compensation program on April 10, 2022. This contribution amount will be distributed proportionately on a monthly basis, starting with the May 10, 2022 pay date through the following July 10, 2022 pay date.



For the second half of the 2022 calendar year contribution only, due to the overlap of the above FY 2021-2022 contribution, the pro-rata amount for each employee will be determined by dividing \$5,000 by the number of eligible employees enrolled in the County's deferred compensation program on July 1, 2022. Individual contributions are to be distributed on a monthly basis among all eligible employees starting with the following August 10, 2022 pay date through the following January 10, 2023 pay date.

For all subsequent contributions, the contribution will be applied on a calendar year basis.

After the 2022 calendar year contributions, the pro-rata amount for each employee will be determined for the applicable calendar year by dividing \$10,000 by the number of eligible employees enrolled in the County's deferred compensation program on January 1. Individual contributions are to be distributed on a monthly basis among all eligible employees starting with the following February 10 pay date through the following January 10 pay date. The parties acknowledge that the amount of each employee's pro-rata share is subject to change from year to year as the amount will be wholly dependent on the number of employees enrolled in the deferred compensation program at the time.

The contribution under this subsection will be added to any existing amounts already deferred or contributed to the Contra Costa County Deferred Compensation Plan for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated saving vehicle, are not exceeded.

The terms of this Side Letter are effective in the County fiscal year in which the Side Letter is executed and will be incorporated into the next MOU between the County and the Union. The Parties agree that this Side Letter resolves all re-opener negotiations related to Section 49 – Non-Healthcare/Non-General Wage Re-opener. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between Contra Costa County and Western Council of Engineers (July 1, 2013 -June 30, 2022) remain unchanged by this Side Letter.

Date: 3/11/2022

Contra Costa County:  
(Signature / Printed Name)

[Signature] / Alvan Margolis  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Western Council of Engineers:  
(Signature / Printed Name)

[Signature] / Nancy E. Watson  
[Signature] / MICHAEL DOSSEY  
[Signature] / Robert Long  
\_\_\_\_\_  
\_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 29, 2022

Subject: Ordinance No. 2022-14 for Urban Housing Developments and Urban Lot Splits

---

**RECOMMENDATION(S):**

1. OPEN the public hearing on Ordinance No. 2022-14, RECEIVE testimony, and CLOSE the public hearing.
2. DETERMINE that the adoption of Ordinance No. 2022-14 is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(3), Government Code Section 65852.21(j), Government Code Section 66411.7(n).
3. ADOPT Ordinance No. 2022-14, authorizing and regulating the development of up to two residential units on a parcel located in a single-family residential zone, and authorizing the ministerial approval of a parcel map for a subdivision of an existing lot in a single-family residential zone into no more than two new parcels.

**FISCAL IMPACT:**

The costs of preparing this ordinance have been funded by the Department of Conservation and Development's Land Development Fund. The cost of processing urban housing development and urban lot split applications will be 100% funded by application fees.

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

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Stanley Muraoka, 925-655-2876

By: , Deputy

cc:

## BACKGROUND:

Senate Bill 9 was approved by the Governor on September 16, 2021, and became effective on January 1, 2022. The legislation requires local land use agencies to ministerially approve the development of up to two single-family residences on a qualifying urban parcel in a single-family residential zone (an “urban housing development”), and to ministerially approve a parcel map to subdivide a qualifying urban parcel in a single-family residential zone into no more than two new parcels (an “urban lot split”). SB 9 includes minimum standards a local agency must apply when approving urban housing developments and urban lot splits (e.g., location requirements, qualifying parcel requirements, setbacks, unit size, etc.), but does permit the local agency to impose objective zoning standards, objective subdivision standards, and objective design standards by ordinance. However, a local agency’s objective standards may not physically preclude the construction of two residential units of at least 800 square feet each on a parcel.

## County Planning Commission

The County Planning Commission conducted a public hearing on the proposed Ordinance at its meeting on Wednesday, February 9, 2022. The Commission received oral testimony, closed the public hearing, and continued consideration of the Ordinance. On Wednesday, February 23, 2022, the Commission expressed concern about the State’s involvement in County land use matters relative to Senate Bill 9, then voted to recommend approval of the proposed Ordinance.

## STAFF ANALYSIS:

Senate Bill 9 added Government Code Section 65852.21 to authorize and regulate urban housing developments, and Government Code Section 66411.7 to authorize and regulate urban lot splits. State law requires local agencies to process applications for urban housing developments and urban lot splits ministerially without discretionary review or public hearing applying only the minimum standards in State law. However local agencies may impose objective zoning standards, objective subdivision standards, and objective design standards by ordinance.

The Department of Conservation and Development and Public Works Department are currently processing applications for urban housing developments and urban lot splits, by applying the minimum standards found in State law to existing procedures. An urban housing development application is processed similar to an application for an Accessory Dwelling Unit Permit. An urban lot split is processed similar to a parcel map for a minor subdivision. The Department has added forms and informational documents on its permit application website, the ePermit Center, for applications for urban housing developments and urban lot splits.

Staff recommends adoption of the proposed Ordinance No. 2022-14, authorizing and regulating the development of up to two residential units on a parcel located in a single-family residential zone, and authorizing the ministerial approval of a parcel map for a subdivision of an existing lot in a single-family residential zone into no more than two new parcels. The proposed ordinance would establish a permitting process specific to urban housing developments and urban lot splits and would impose additional objective standards beyond the minimum standards imposed by State law. Below is a summary of the proposed Ordinance 2022-14.

Summary of Proposed Ordinance 2022-14

### *Location*

An urban lot split or an urban housing development may only be approved for a parcel that meets the following location requirements:

- The parcel is located:
  - in a single-family residential zoning district (R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65, and R-100), and
  - within the boundaries of a United States Census-designated urbanized area or urban cluster.
- The parcel is not located:
  - within a historic district or is included on the State Historic Resources Inventory or the County Historic Resources Inventory,
  - within a high or very high fire hazard severity zone,
  - within a delineated earthquake fault zone, or
  - within a 100-year flood area.

Attachment A is a layered GIS-base map that identifies parcels in unincorporated Contra Costa County that meet these location requirements and may be eligible for an urban lot split or urban housing development under Senate Bill 9 and the proposed Ordinance.

### *Urban Lot Split*

The proposed Ordinance would add Article 94-4.10 to the County Ordinance Code to implement Government Code Section 66411.7, to provide an alternative method to subdivide a parcel located within a single-family residential zoning district for the purpose of housing development. The Ordinance would establish a procedure for the Board of Supervisors to ministerially approve a parcel map for an urban lot split, without discretionary review or public hearing, if certain objective standards are met, including:

- The location requirements are met.
- No more than two new lots of approximately equal lot area are created. Each resulting lot may not be

smaller than 40 percent of the area of the original parcel proposed for subdivision, and neither resulting lot may be smaller than 1,200 square feet.

- Each resulting lot must be served by a separate water service meter and a separate sewer connection.
- Each resulting lot must comply with County collect and convey requirements for stormwater drainage and the County's NPDES permit requirements for water pollutant discharge.
- On-site frontage improvements, rights-of-way, and development rights as required by the County Ordinance Code. No off-site frontage improvements would be required.
- Lot lines may not result in an accessory building on a lot without a primary building on the same lot.
- Lot lines may not render an existing structure as nonconforming, nor increase the nonconformity of a nonconforming structure.
- Each lot must front upon or have access to a public street, or be served by an access easement serving no more than two lots.

No tentative parcel map would be required for an urban lot split parcel map. No development may occur on a lot created by an urban lot split unless approved with an urban housing development permit. A lot created by an urban lot split may not be further subdivided.

### *Urban Housing Development*

The proposed Ordinance would also add Chapter 88-36 to the County Ordinance Code to implement Government Code Sections 65852.21 and 66411.7, authorize and regulate the development of up to two residential units on a qualifying lot located in a single-family residential zone. The Ordinance would establish a procedure for the County Zoning Administrator to ministerially approve an urban housing development permit, without discretionary review or public hearing, if certain objective standards are met, including:

- The location requirements are met.
- Only residential uses and structures ancillary to residential uses are allowed.
- A minimum lot size of 1,200 square feet.
- Lot coverage may not exceed:
  - 67% on a lot of less than 3,000 square feet;
  - 50% on a lot of 3,000 square feet or more but less than 6,000 square feet;
  - 40% on a lot of 6,000 square feet or more but less than 12,000 square feet;
  - 30% on a lot of 12,000 square feet or more.
- The lot coverage limitations may be exceeded to allow construction of one new residential unit on a lot with an existing residential unit, if the new unit does not exceed:
  - 800 square feet on a lot of less than 6,000 square feet;
  - 1,000 square feet on a lot of 6,000 square feet or more but less than 12,000 square feet;
  - 1,200 square feet on a lot of 12,000 square feet or more.
- Yard setbacks and building heights are subject to limitations applicable to the underlying zoning district, except that:
  - No setback is required for a new residential unit constructed in the same location and to the same dimensions as an existing building;
  - Setbacks of four feet from the side and rear lot lines are required;
  - A residential unit or any portion of the unit that is located within a setback area otherwise applicable in the underlying zoning district may not exceed 16 feet in height.
- The development must provide at least one off-street parking space per residential unit, except that no off-street parking is required if the development is located within:
  - ½-mile walking distance of a major transit stop,
  - ½-mile walking distance of a high-quality transit corridor, or
  - one block of a care share vehicle pick-up location.
- The development must comply with County collect and convey requirements for stormwater drainage and the County's NPDES permit requirements for water pollutant discharge.
- An urban housing development may include an ADU or Junior ADU in accordance with the County's existing ADU Ordinance, except that an urban housing development that includes two residential units on a lot created by an urban lot split may not include an ADU or Junior ADU.
- Construction of an urban housing development may not require demolition or alteration of certain below-market-rate or rental housing.
- No residential unit in an urban housing development may be rented or offered for rent for a term of less than 30 days.

## General Plan Consistency

The proposed Ordinance is consistent with the General Plan, in particular, the Housing Element, which includes eight general goals for housing. The Ordinance would specifically promote the following goals:

Goal 1: *Maintain and improve the quality of the existing housing stock and residential neighborhood in Contra Costa County.*

Goal 2: *Preserve the existing affordable housing stock in Contra Costa County.*

Goal 3: *Increase the supply of housing with a priority on the development of affordable housing.*

Goal 6: *Provide adequate sites through appropriate land use and zoning designations to accommodate the County's share of regional housing needs.*

Goal 7: *Mitigate potential governmental constraints to housing development and affordability.*

With respect to the General Plan Land Use Element, a parcel in a single-family residential land use designation could be developed with up to two single-family residences through approval of an urban housing development and up to four single-family residences through approval of an urban lot split and subsequent approval of urban housing developments. However, General Plan single-family residential land use designations are mapped over very large areas of unincorporated County. Accordingly, a majority of the parcels within a single-family residential-designated area would have to be developed through urban lot splits followed by urban housing developments for the residential density of the designated area to significantly increase. Under Government Code Section 66411.7, a subdivider cannot subdivide adjacent parcels through an urban lot split and further subdivision of a resultant lot of an urban lot split is not allowed. With such constraints, a significant increase in the density of an area within a single-family residential land use designation would not be expected. Development pursuant to Senate Bill 9 of scattered sites in a particular single-family residential land use designation would be expected to maintain the overall General Plan single-family residential density within the land use designation.

Further, an intent of Senate Bill 9 is to promote residential development in appropriate urbanized areas and sets forth criteria for qualifying parcels. Thus, the proposed Ordinance would remain consistent with General Plan land use goals such as Goal 3-E: *To recognize and support existing land use densities in most communities, while encouraging higher densities in appropriate areas, such as near major transportation hubs and job centers.*

## Zoning Compliance

The proposed Ordinance adds Chapter 88-36 and Article 94-4.10 to the County Ordinance Code. As proposed, Chapter 88-36 allows the creation of urban housing developments of up to two residential units on qualifying parcels in single-family residential zones and includes development standards for these residential units to ensure health, safety, and general welfare of the community. Proposed Article 94-4.10 allows the subdivision of qualifying parcels in single-family residential zones into up to two residential lots, and facilitates the creation of urban housing developments on the resultant lots. The proposed Ordinance would be consistent with the Government Code and would not conflict in any manner with the County Zoning Code.

## Environmental Review

For purposes of compliance with the California Environmental Quality Act (CEQA), the proposed Ordinance is not a project pursuant to CEQA Guidelines Section 15060(c)(3), Government Code Section 65852.21(j), and Government Code Section 66411.7(n).

## CONCLUSION:

Proposed Ordinance No. 2022-14, authorizing and regulating the development of up to two residential units on a parcel located in a single-family residential zone, and authorizing the ministerial approval of a parcel map for a subdivision of an existing lot in a single-family residential zone into no more than two new parcels, is consistent with Government Code Sections 65852.21 and 66411.7, the County General Plan, and the County Zoning Code. Staff recommends adoption of Ordinance No. 2022-14.

## CONSEQUENCE OF NEGATIVE ACTION:

If the recommended actions are not approved, the Chapter 88-36 and Article 94-4.10 will not be added to the County Ordinance Code. Pursuant to the Government Code Sections 65852.21 and 66411.7, the County will continue to process applications for urban housing developments and urban lot splits applying only those objective development standards currently contained in the existing County Ordinance Code and in the State law.

## ATTACHMENTS

SB-9 Maps

CPC Staff Report 2.9.22

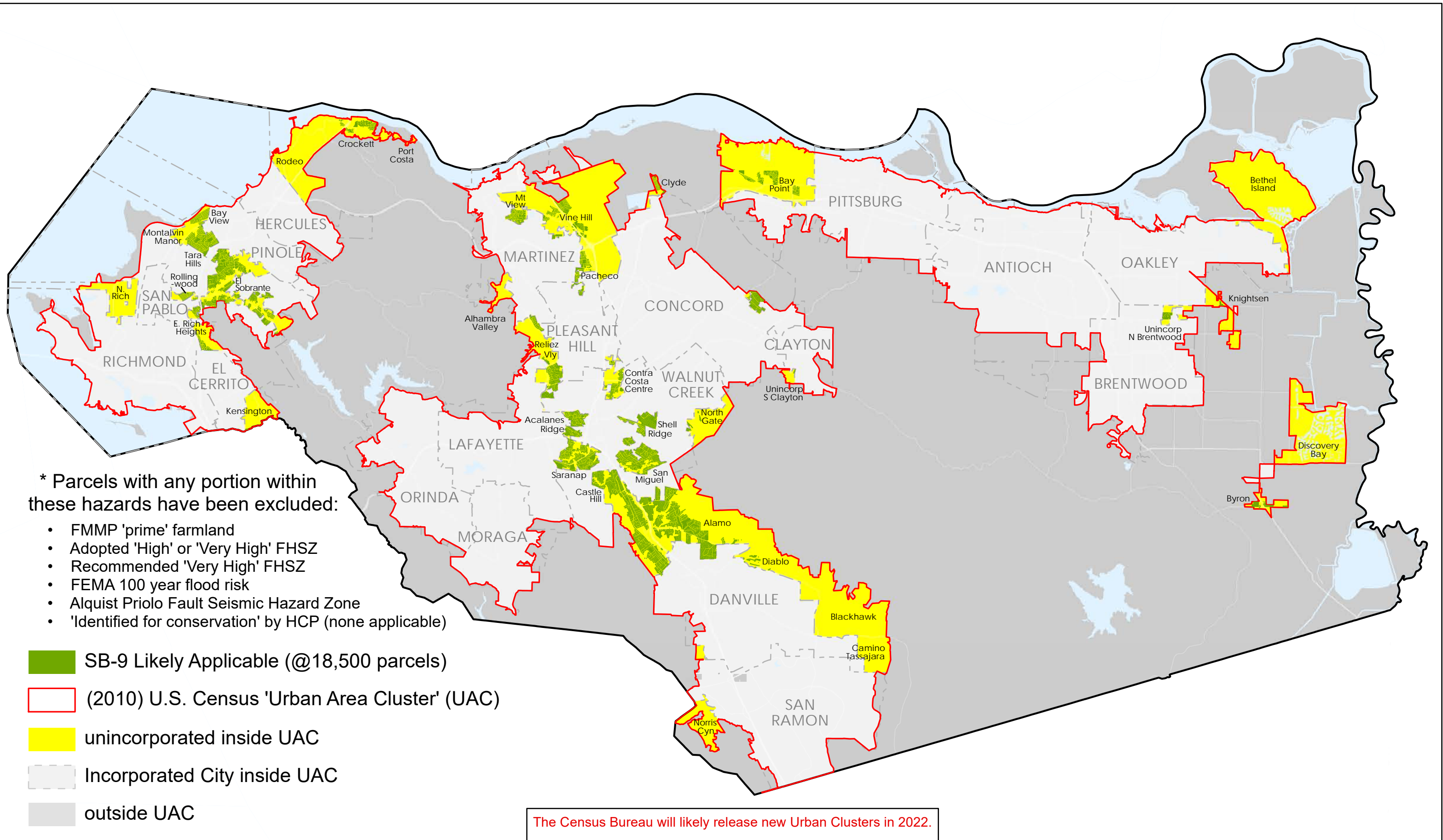
CPC Staff Report 2.23.22

Ordinance No. 2022-14

**ATTACHMENT A**

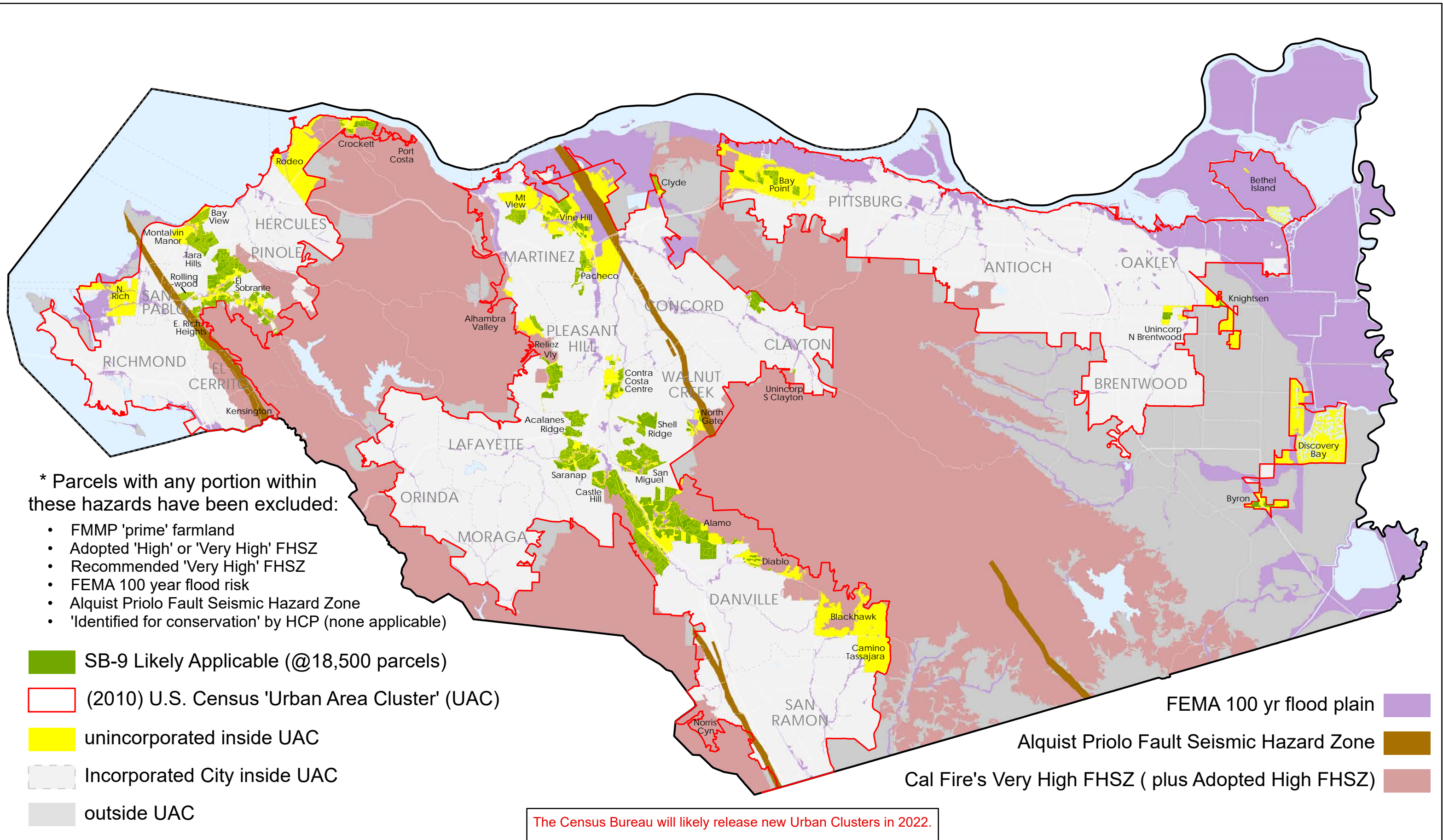
**SB-9 BASE MAP  
SB-9 QUALIFYING PARCELS**

# SB-9 likely applicable 'Urban' parcels with Single Family Zoning outside designated Hazard Areas\*



The Census Bureau will likely release new Urban Clusters in 2022.  
 Cal Fire will likely release new FHSZ in December 2021  
 CGS may revise AP Fault Zones as they complete full Seismic Hazard mapping for CCC over the next several years

# SB-9 likely applicable 'Urban' parcels with Single Family Zoning outside designated Hazard Areas\*



\* Parcels with any portion within these hazards have been excluded:

- FMMP 'prime' farmland
- Adopted 'High' or 'Very High' FHSZ
- Recommended 'Very High' FHSZ
- FEMA 100 year flood risk
- Alquist Priolo Fault Seismic Hazard Zone
- 'Identified for conservation' by HCP (none applicable)

- SB-9 Likely Applicable (@18,500 parcels)
- (2010) U.S. Census 'Urban Area Cluster' (UAC)
- unincorporated inside UAC
- Incorporated City inside UAC
- outside UAC

- FEMA 100 yr flood plain
- Alquist Priolo Fault Seismic Hazard Zone
- Cal Fire's Very High FHSZ ( plus Adopted High FHSZ)

The Census Bureau will likely release new Urban Clusters in 2022.  
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 CGS may revise AP Fault Zones as they complete full Seismic Hazard mapping for CCC over the next several years





# Department of Conservation and Development

## County Planning Commission

**Wednesday, February 9, 2022 – 6:30. P.M.**

### **STAFF REPORT**

**Agenda Item # \_\_\_\_\_**

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<b>Project Title:</b>	County-Initiated Zoning Text Amendment to Add Chapter 88-36 and Article 94-4.10 to the County Ordinance Code
<b>County File:</b>	Zoning Text CDZT21-00002
<b>Applicant/Owner:</b>	Contra Costa County
<b>Zoning/General Plan:</b>	Countywide
<b>Site Address/Location:</b>	Countywide
<b>California Environmental Quality Act (CEQA) Status:</b>	Not a Project, CEQA Guidelines Section 15060(c)(3), Government Code Section 65852.21(j), Government Code Section 66411.7(n)
<b>Project Planner:</b>	Stan Muraoka, Principal Planner (925) 655-2876
<b>Staff Recommendation:</b>	Recommend Board of Supervisors approval (See section II for full recommendation)

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### **I. PROJECT SUMMARY**

This is a County-initiated zoning text amendment to add Chapter 88-36 to the County Ordinance Code to authorize and regulate the development of up to two residential units on a parcel located in a single-family residential zone (urban housing development) in accordance with Government Code Sections 65852.21 and 66411.7; and, add Article 94-4.10 to the County Ordinance Code to authorize the ministerial approval of a parcel map for a subdivision of an existing lot in a single-family residential zone into no more than two new parcels (urban lot split) in accordance with Government Code Section 66411.7.

## **II. RECOMMENDATIONS**

Department of Conservation and Development, Community Development Division (CDD) staff recommends that the County Planning Commission ADOPT a motion recommending that the Board of Supervisors:

- A. FIND for purposes of compliance with the California Environmental Quality Act (CEQA) that the proposed zoning text amendment is not a project pursuant to CEQA Guidelines Section 15060(c)(3), Government Code Section 65852.21(j), and Government Code Section 66411.7(n).
- B. FIND that the proposed zoning text amendment to add Chapter 88-36 and Article 94-4.10 to the County Ordinance Code is consistent with the County General Plan and Zoning Code.
- C. ADOPT the proposed zoning text amendment to add Chapter 88-36 that complies with the provisions of California Government Code Sections 65852.21 and 66411.7, and add Article 94-4.10 that complies with the provisions of California Government Code Section 66411.7.

## **III. BACKGROUND**

Senate Bill 9 was approved by the Governor on September 16, 2021. This Bill became effective on January 1, 2022. The intent of the state legislation is to ministerially approve construction of up to two single-family residences on a qualifying urban parcel in a single-family residential zone, and to ministerially approve a parcel map of a qualifying urban parcel for a subdivision of up to two residential lots.

## **IV. PROPOSED ZONING TEXT AMENDMENT**

- A. Chapter 88-36: The proposed zoning text amendment would add Chapter 88-36 to the County Ordinance Code to regulate development of a qualifying parcel in a single-family residential zone with an urban housing development consisting of up to two single-family residences. The residential units can be either detached or attached. Chapter 88-36 establishes a procedure for reviewing and approving the urban housing development to ensure and maintain healthy and safe residential living environments. Pursuant to Chapter 88-36, the Department would ministerially approve the urban housing development permit without public notice or a public hearing. The urban housing development would be

subject to the following qualifications and development standards, which are consistent with Government Code Sections 65852.21 and 66411.7.

1. Location. The urban housing development must be located on a parcel that complies with the requirements of Government Code Sections 65852.21, 65913.4(a)(6), and 66411.7 including being located:

- In a single-family residential district (R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65, and R-100).
- Within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
- NOT within a historic district or a property included on the State Historic Resources Inventory or the County Historic Resources Inventory.
- NOT on prime farmland or farmland of statewide importance or in the AC, Agricultural Core, General Plan Land Use designation.
- NOT on wetlands, as defined by the United States Fish and Wildlife Service.
- NOT within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection.
- NOT on a listed hazardous waste site or a hazardous waste site designated by the Department of Toxic Substances Control.
- NOT within a delineated earthquake fault zone on any official map published by the State Geologist.
- NOT within a 100 year flood area on any official map published by the Federal Emergency Management Agency.
- NOT on a site that does not meet minimum flood plain management criteria of the National Flood Insurance Program.

- NOT on a site identified for conservation in the East Contra Costa County Habitat Conservation Plan / Natural Community Conservation Plan.
- NOT on a site that has habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species, the California Endangered Species Act, or the Native Plant Protection Act.
- NOT on a site under a conservation easement.

Government Code Section 65913.4(a)(6) does allow for certain location exceptions including exceptions for:

- A parcel located within a high or very high fire hazard severity zone.
- A listed hazardous waste site or a hazardous waste site.
- A site within a delineated earthquake fault zone.
- A site within a 100 year flood area.
- A site that does not meet minimum flood plain management criteria.

Written documentation would be required to prove any allowable exception.

2. Demolition of Existing Housing. An urban housing development may NOT require demolition or alteration of the following:

- A residential unit that is a deed-restricted below-market-rate residential unit.
- A residential unit that is subject to any form of rent or price control.
- A residential unit that has been occupied by a tenant in the last three years.

3. Minimum Lot Size. An urban housing development would be allowed on a parcel that is 1,200 square feet or more in size.

4. Residential Uses. Only residential uses and structures for residential uses would be allowed in an urban housing development.
5. Two-Unit Maximum. A maximum of two residential units would be allowed.
6. Small Lot Design Review. Approval of an urban housing development is ministerial, and therefore, small lot design review per County Code Section 82-10.002(c) would not apply to an urban housing development.
7. Lot Coverage. The urban housing development would be subject to the following lot coverage standards:
  - 67 percent of the lot area on a parcel that is less than 3,000 square feet in size.
  - 50 percent of the lot area on a parcel that is 3,000 square feet or more but less than 6,000 square feet in size.
  - 40 percent of the lot area on a parcel that is 6,000 square feet or more but less than 12,000 square feet in size.
  - 30 percent of the lot area on a parcel that is 12,000 square feet or more in size.

If the parcel has an existing residential unit, the lot coverage standards may be exceeded to allow a new residential unit that does not exceed:

- 800 square feet on a parcel that is less than 6,000 square feet in size.
  - 1,000 square feet on a parcel that is 6,000 square feet or more but less than 12,000 square feet in size.
  - 1,200 square feet on a parcel that is 12,000 square feet or more in size.
8. Building Height. A residential unit in an urban housing development may be up to two and one-half stories or thirty-five feet in height, except for that portion of the residential unit within the normal front setback, side yard, or rear yard for the single-family residential district, which would be limited to sixteen feet in height.

9. Setbacks and Yards. Side and rear yards of four feet are allowed for a residential unit in an urban housing development.

There are no setback or yard requirements for an existing residential unit, or a new residential unit constructed in the same location and to the same dimensions as an existing residential unit.

10. Parking. A parcel with an urban housing development would be required to provide at least one off-street parking space per residential unit.

The parking requirement is waived for an urban housing development located:

- Within one-half mile walking distance of a major transit stop.
- Within one-half mile walking distance of a high-quality transit corridor.
- Within one block of a car share vehicle pick-up location.

11. Drainage. The parcel containing an urban housing development must meet the collect and convey requirements for drainage in accordance with Division 914 of the County Ordinance Code.

12. Stormwater Management. An urban housing development must comply with the applicable rules, regulations, and standards of the County's National Pollutant Discharge Elimination System permit.

13. Accessory Dwelling Units. An urban housing development may include an accessory dwelling unit or junior accessory dwelling unit pursuant to County Code Chapter 82-24; however, an urban housing development consisting of two residential units on a lot created by an urban lot split may not include an accessory dwelling unit or junior accessory dwelling unit.

14. Short-Term Rental. No residential unit in an urban housing development may be rented or offered for rent for a term of less than 30 days.

- B. Article 94-4.10: The proposed zoning text amendment would add Article 94-4.10 to the County Ordinance Code to provide for an urban lot split of a qualifying

parcel in a single-family residential zone into two approximately equal size parcels. Article 94-4.10 establishes a procedure for reviewing and approving a parcel map for an urban lot split. Pursuant to Article 94-4.10, the Board of Supervisors would ministerially approve the urban housing development. A parcel map for an urban lot split would be subject to the following qualifications and map standards, which are consistent with Government Code Section 66411.7.

1. Location. The urban lot split parcel map must comply with the requirements of Government Code Sections 65913.4(a)(6) and 66411.7 including being located:

- In a single-family residential district (R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65, and R-100).
- Within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
- NOT within a historic district or a property included on the State Historic Resources Inventory or the County Historic Resources Inventory.
- NOT on prime farmland or farmland of statewide importance or in the AC, Agricultural Core, General Plan Land Use designation.
- NOT on wetlands, as defined by the United States Fish and Wildlife Service.
- NOT within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection.
- NOT on a listed hazardous waste site or a hazardous waste site designated by the Department of Toxic Substances Control.
- NOT within a delineated earthquake fault zone on any official map published by the State Geologist.
- NOT within a 100 year flood area on any official map published by the Federal Emergency Management Agency.

- NOT on a site that does not meet minimum flood plain management criteria of the National Flood Insurance Program.
- NOT on a site identified for conservation in the East Contra Costa County Habitat Conservation Plan / Natural Community Conservation Plan.
- NOT on a site that has habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species, the California Endangered Species Act, or the Native Plant Protection Act.
- NOT on a site under a conservation easement.

Government Code Section 65913.4(a)(6) does allow for certain exceptions including exceptions for:

- A parcel located within a high or very high fire hazard severity zone.
- A listed hazardous waste site or a hazardous waste site.
- A site within a delineated earthquake fault zone.
- A site within a 100 year flood area.
- A site that does not meet minimum flood plain management criteria.

Written documentation would be required to prove any allowable exception.

2. Urban Lot Split Affidavit. The urban lot split application must include a statement of the owner, signed under penalty of perjury under California law that declares all of the following:

- The proposed Urban lot Split will not require or authorize demolition or alteration of any of the following types of housing:
  - (A) A residential unit that is a deed-restricted below-market-rate residential unit.



(B) A residential unit that is subject to any form of rent or price control.

(C) A residential unit that has been occupied by a tenant in the last three years.

- The parcel for the Urban Lot Split has not been established through a prior Urban Lot Split.
  - Neither the owner of the parcel or any person acting in concert with the owner has previously subdivided an adjacent parcel through an Urban Lot Split.
  - The owner intends to occupy one of the residential units located on a resultant lot of an urban lot split as their principal residence for a minimum of three years after the date the parcel map is recorded.
  - No residential unit on any resultant lot of an urban lot split will be rented or offered for rent for a term of less than 30 days.
  - The uses allowed on a resultant lot of an urban lot split will be limited to residential uses.
3. Map Requirements. A parcel map for an urban lot split must be prepared by a registered civil engineer or licensed land surveyor and meet the requirements of Government Code Sections 66444 through 66450 (Subdivision Map Act).
4. Supplemental Information. The following supplemental information must be submitted with an urban lot split application, include all of the following:
- Total area (in acreage and square feet) of each proposed lot.
  - The location and dimensions of existing and proposed property lines.
  - The land use (zoning) district.
  - The location and use of all existing and proposed structures.

- All required setbacks and yards for the existing and proposed lots.
  - The location of all existing water, sewer, electricity, storm drain, or gas service lines, pipes, systems, or easements.
  - The location of all proposed new water, sewer, electricity, storm drain, or gas service lines, pipes, or systems.
  - The location of any proposed easements for access or public utilities to serve a lot created by the subdivision.
  - Any area of the parcel that is a watercourse by delineating the flow line and top of bank of the watercourse.
  - The name and dimensions, including right-of-way and improved area, of public and private streets adjoining the parcel.
  - The location of existing or proposed driveway dimensions, materials, and slope (including cross slope).
5. Minimum Lot Size. The parcel map for an urban lot split must create no more than two new lots of approximately equal area. No resultant lot may be smaller than 40 percent of the original parcel, and each resultant lot may not be smaller than 1,200 square feet in size.
6. Water and Sewer Connection. Each resultant lot of an urban lot split would be required to have a separate water service meter and a separate sewer connection.
7. Drainage. Each resultant lot of an urban lot split must meet the collect and convey requirements for drainage in accordance with Division 914 of the County Ordinance Code.
8. Preliminary Drainage Plan. The urban lot split application must include a preliminary drainage plan.
9. Stormwater Management. An urban lot split must comply with the applicable rules, regulations, and standards of the County’s National Pollutant Discharge Elimination System permit.

10. Access. Each lot of an urban lot split parcel map must front upon or have access to a public street, or be served by an access easement serving no more than two lots.

Access provided must meet the following standards:

- Vehicle access easements serving a maximum of two residential units must have a minimum width of 12 feet, unless a wider driveway is required by the California Fire Code.
  - Vehicle access easements serving three to four residential units must have a minimum width of 25 feet.
  - Vehicle access easements may not be located closer than 25 feet to an intersection.
  - If a vehicle access easement length is more than 75 feet, a vehicle turnaround must be provided.
  - Surfacing of easements and turnaround dimensions must meet the requirements of the California Fire Code and the County Ordinance Code.
11. Frontage Improvements. An urban lot split would be required to provide on-site frontage improvements, including curbs and sidewalks, and dedications for road widening. No off-site frontage improvements would be required.
12. Dedications. An urban lot split would be required to dedicate or convey rights-of-way and development rights pursuant to County Code Chapter 914-14.
13. Primary Building Required. The placement of lot lines on a parcel map for an urban lot split must not result in an accessory building on a lot without a primary building on the same lot.
14. Nonconforming Structure. Lot lines on a parcel map for an urban lot split must not result in a nonconforming existing structure in any respect (e.g., setbacks,

yard, lot coverage, parking), nor cause an increase in the nonconformity of an existing nonconforming structure.

15. Development on a Resultant Lot. Development on a resultant lot of an urban lot split, including grading or vegetation removal, cannot occur without a valid urban housing development permit.
16. Recording of Parcel Map. Neither an urban housing development permit nor a building permit for development on the resultant parcel of an urban lot split would be issued until the urban lot split parcel map is recorded.
17. Further Subdivision Prohibited. Further subdivision of a resultant lot of an urban lot split is prohibited.

## **V. STAFF ANALYSIS**

- A. General Plan Consistency: The proposed zoning text amendment is consistent with the General Plan, in particular, the Housing Element, which includes eight general goals for housing.

By facilitating the development of urban housing developments and urban lot splits, the proposed Ordinance to add Chapter 88-36 and Article 94-4.10 is consistent all of the eight goals. The revised Ordinance would specifically promote the following goals:

*Goal 1: Maintain and improve the quality of the existing housing stock and residential neighborhood in Contra Costa County.*

*Goal 2: Preserve the existing affordable housing stock in Contra Costa County.*

*Goal 3: Increase the supply of housing with a priority on the development of affordable housing.*

*Goal 6: Provide adequate sites through appropriate land use and zoning designations to accommodate the County's share of regional housing needs.*

*Goal 7: Mitigate potential governmental constraints to housing development and affordability.*

- B. Zoning Compliance: The proposed zoning text amendment adds Chapter 88-36 and Article 94-4.10 to the County Ordinance Code. As proposed, Chapter 88-36 allows the creation of urban housing developments of up to two residential units on qualifying parcels in single-family residential zones and includes development standards for these residential units to ensure health, safety, and general welfare of the community. Proposed Article 94-4.10 allows the subdivision of qualifying parcels in single-family residential zones into up to two residential lots, and facilitates the creation of urban housing developments on the resultant lots. The zoning text amendment would be consistent with the Government Code and would not conflict in any manner with the County Zoning Code.
  
- C. Qualifying Parcels. Parcels in unincorporated Contra Costa County that may qualify for an urban housing development or an urban lot split are shown on the attached map. Qualifying parcels would be located in urbanized areas in single-family residential zones that are not subject to environmental constraints as detailed in Sections IV.A.1 and IV.B.1 above.
  
- D. Applicability to Single-Family Residential Zones. Government Code Sections 65852.21(a) and 66411.7a)(3)(A) limit the applicability of urban housing developments and urban lot splits to single-family residential zones, which are the R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65, and R-100 Single-Family Residential Districts in unincorporated Contra Costa County. The State law does not identify applicability to P-1 Planned Unit Districts, which may include any land uses permitted by an approved final development plan and are not restricted to single-family residential uses. Moreover, per County Code Section 84-66.204, the intent and purpose of a P-1 District is to allow a large-scale integrated development that provides for and requires cohesive design that would not be accommodated by conventional zoning regulations. Thus, P-1 Districts are not included as qualifying locations in the zoning text amendment.

## **VI. CONCLUSION**

The proposed zoning text amendment to add Chapter 88-36 to the County Ordinance Code and Article 94-4.10 to the County Ordinance Code is consistent with Government Code Sections 65852.21 and 66411.7, as well as the County General Plan and Zoning Code. Staff recommends that the County Planning Commission recommend approval of the zoning text amendment by the Board of Supervisors.

# **ATTACHMENTS**

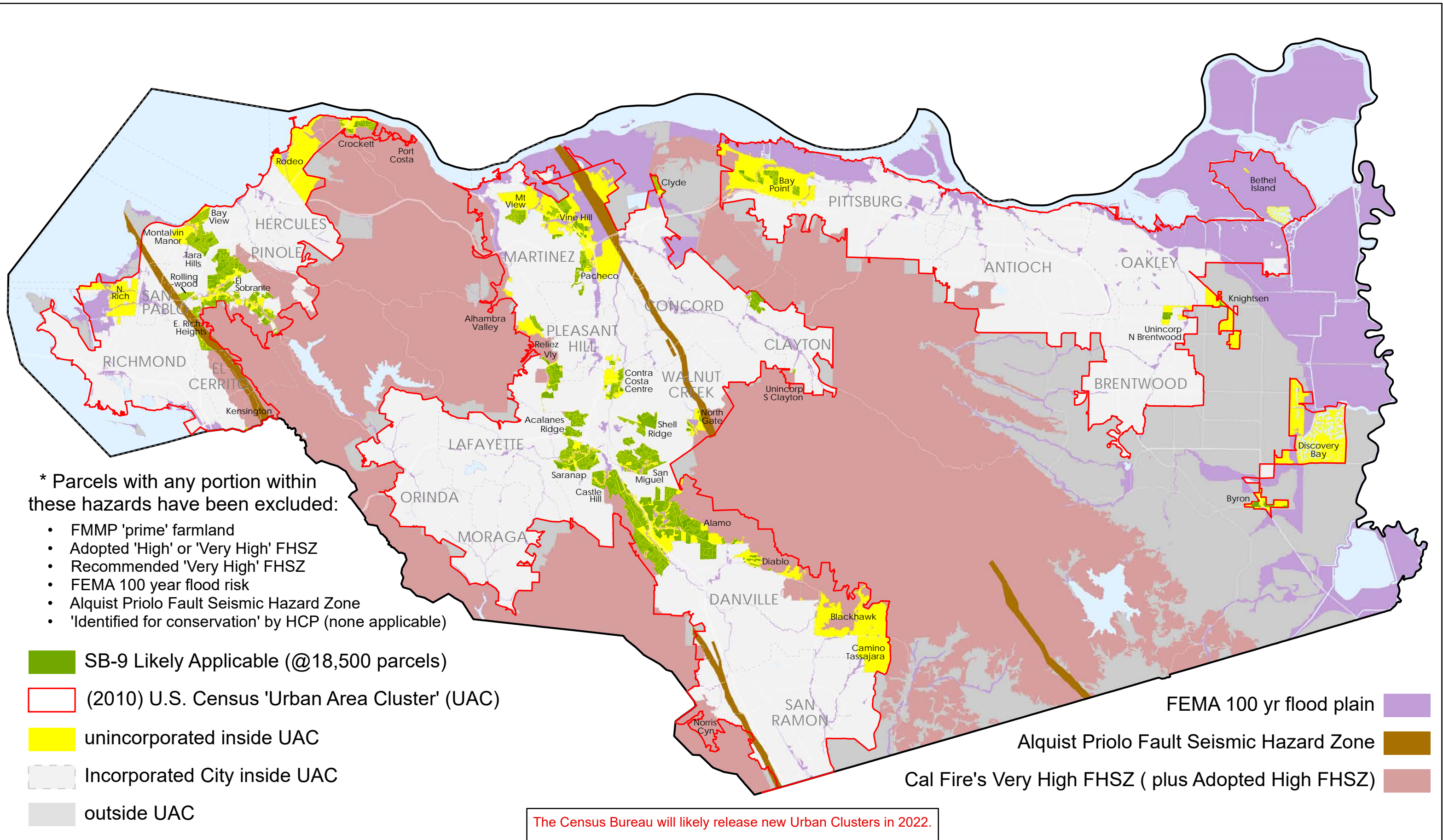
**ATTACHMENT 1: QUALIFYING PARCELS MAP**

**ATTACHMENT 2: DRAFT ORDINANCE**

**ATTACHMENT 1**

**QUALIFYING PARCELS MAP  
SB 9 LIKELY APPLICABLE URBAN PARCELS**

# SB-9 likely applicable 'Urban' parcels with Single Family Zoning outside designated Hazard Areas\*



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- FMMP 'prime' farmland
- Adopted 'High' or 'Very High' FHSZ
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- FEMA 100 year flood risk
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- 'Identified for conservation' by HCP (none applicable)

- SB-9 Likely Applicable (@18,500 parcels)
- (2010) U.S. Census 'Urban Area Cluster' (UAC)
- unincorporated inside UAC
- Incorporated City inside UAC
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- FEMA 100 yr flood plain
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- Cal Fire's Very High FHSZ ( plus Adopted High FHSZ)

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**ATTACHMENT 2**

**DRAFT ORDINANCE**

ORDINANCE NO. 2022-XX

TWO-UNIT RESIDENTIAL DEVELOPMENTS AND LOT SPLITS  
IN SINGLE-FAMILY RESIDENTIAL ZONES

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 adds Chapter 88-36 to the County Ordinance Code to authorize and regulate the development of up to two residential units on a parcel located in a single-family residential zone in accordance with Government Code Sections 65852.21 and 66411.7. This ordinance also adds Article 94-4.10 to the County Ordinance Code to authorize the ministerial approval of a parcel map for a subdivision of an existing lot in a single-family residential zone into no more than two new parcels that meet all of the requirements set forth in Government Code Section 66411.7.

**SECTION II.** Chapter 88-36 is added to the County Ordinance Code, to read:

**Chapter 88-36**  
**TWO-UNIT RESIDENTIAL DEVELOPMENTS**  
**IN SINGLE-FAMILY RESIDENTIAL ZONES**

**88-36.002 Purposes.** The purposes of this chapter are to authorize and regulate the development of up to two residential units on a qualifying lot located in a single-family residential zones; to establish a procedure for reviewing and approving the developments to ensure and maintain healthy and safe residential living environments; to establish location and development standards for the developments; and to comply with Government Code Sections 65852.21 and 66411.7, which require local agencies to consider applications for two-unit residential developments ministerially without discretionary review or public hearing. (Ord. 2022-XX § 2.)

**88-36.004 Definitions.** For purposes of this chapter, the following words and phrases have the following meanings:

- (a) “Accessory dwelling unit” has the meaning set forth in Government Code Section 65852.2.
- (b) “Junior accessory dwelling unit” has the meaning set forth in Government Code Section 65852.22.
- (c) “Residential unit” means a single-family dwelling, but does not include an accessory dwelling unit or junior accessory dwelling unit.

- (d) “Urban housing development” means any of the following:
  - (1) A housing development containing no more than two residential units on a lot within a single-family residential zoning district that meets all of the requirements set forth in Government Code Section 65852.21.
  - (2) Any development on a lot created by an urban lot split.
- (e) “Urban lot split” means a subdivision of an existing lot within a single-family residential zoning district into no more than two new parcels that meet all of the requirements set forth in Government Code Section 66411.7 and Article 94-4.410 of this code. (Ord. 2022-XX § 2.)

**88-36.006 Permitting procedure.**

- (a) Except as otherwise provided in this section, an application for a permit to establish an urban housing development will be approved ministerially without discretionary review or public hearing if the development meets: the location requirements specified in Section 88-36.010; the development standards specified in Section 88-36.012; all applicable building standards in Title 7; and all applicable sewage and water requirements.
- (b) Notwithstanding subsection (a), the Department of Conservation and Development may deny an application for a permit to establish an urban housing development if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed development would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. (Ord. 2022-XX § 2.)

**88-36.008 Applications.**

- (c) An application for an urban housing development permit must be submitted to the Department of Conservation and Development before a building permit application is submitted to the county.
- (d) An application for an urban housing development permit must be made in writing and contain the following information:
  - (1) Name(s) and address(es) of applicant(s) and property owner(s).
  - (2) Address and assessor’s parcel number for the lot.

- (3) Whether the lot was created by an urban lot split.
- (4) Size, indicating dimensions and square footage, of the existing and proposed dwelling units.
- (5) A legible scale drawing, showing:
  - (A) A north arrow to indicate lot orientation.
  - (B) Lot dimensions and labels for all property lines.
  - (C) Siting and location of the existing and proposed dwelling units.
  - (D) Floor plan configuration of the existing and proposed dwelling units.
  - (E) All other existing improvements, including driveways and parking areas.
  - (F) Exterior design of the existing and proposed residential units. “Exterior design” includes exterior features, such as entrances, windows, and roof.
- (6) Color photographs of the existing dwelling units and surrounding properties taken from each of the property lines of the project site.
- (7) Location and description of water and sanitary services for the existing and proposed dwelling units.
- (8) A preliminary drainage plan.
- (9) Property owner’s consent to physical inspection of the premises.
- (10) A written legal description of the property. (Ord. 2022-XX § 2.)

**88-36.010 Location.** An urban housing development may be established on any lot that meets all of the following requirements.

- (a) The lot is located in a single-family residential zoning district (R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65, and R-100).
- (b) The lot is located within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
- (c) The lot meets the requirements of Government Codes Section 65913.4(a)(6)(B)-(K).

- (d) The lot is not located within a historic district or property included on the State Historic Resources Inventory, as defined by Public Resources Code Section 5020.1, or in the County Historic Resources Inventory, as designated by the Board of Supervisors. (Ord. 2022-XX § 2.)

**88-36.012 Development standards.**

- (a) Uses Allowed. Only residential uses and structures ancillary to residential uses are allowed in an urban housing development.
- (b) Residential Units. An urban housing development may not include more than two residential units.
- (c) Lot Size. The minimum size of a lot with an urban housing development is the 1,200 square feet. Section 82-10.002(c) does not apply to an application for an urban housing development permit.
- (d) Lot Coverage.
  - (1) Except as otherwise provided in this subsection (d), the structures included in an urban housing development may not cover more than:
    - (A) 67 percent of the lot area on a lot of less than 3,000 square feet.
    - (B) 50 percent of the lot area on a lot of 3,000 square feet or more but less than 6,000 square feet.
    - (C) 40 percent of the lot area on a lot of 6,000 square feet or more but less than 12,000 square feet.
    - (D) 30 percent of the lot area on a lot of 12,000 square feet or more.
  - (2) The lot coverage limitations of this subsection may be exceeded to allow construction of one new residential unit on a lot with an existing residential unit, if the new residential unit does not exceed:
    - (A) 800 square feet in size on a lot of less than 6,000 square feet.
    - (B) 1,000 square feet in size on a lot of 6,000 square feet or more but less than 12,000 square feet.

(C) 1,200 square feet in size on a lot of 12,000 square feet or more.

(e) Yards and Building Height.

- (1) Residential units included in an urban housing development must comply with all requirements relating to yards (front setbacks, side, and rear) and building height that are generally applicable to residential construction in the zone in which the lot is located, except as otherwise provided in this subsection (e).
- (2) A setback is not required for an existing residential unit or a residential unit constructed in the same location and to the same dimensions as an existing building.
- (3) A setback of four feet from the side and rear lot lines is required for a residential unit that is not an existing residential unit or is not constructed in the same location and to the same dimensions as an existing building.
- (4) A residential unit or any portion of a residential unit that is located within a front, back, or side yard area applicable to residential construction in the zone in which the lot is located may not exceed 16 feet in height.

(f) Off-Street Parking.

- (1) A lot containing an urban housing development must provide at least one off-street parking space per residential unit, except as otherwise provided in this subsection (f).
- (2) No off-street parking is required for an urban housing development in any of the following instances:
  - (A) The urban housing development is located within one-half mile walking distance of a major transit stop, as defined in Public Resources Code Section 21064.3.
  - (B) The urban housing development is located within one-half mile walking distance of a high-quality transit corridor, as defined in Public Resources Code Section 21155(b).
  - (C) A car share vehicle pick-up location is within one block of the urban housing development. A “car share vehicle” has the same meaning as in Vehicle Code Section 22507.1.

- (g) Accessory Dwelling Units.
  - (1) An urban housing development may include an accessory dwelling unit or junior accessory dwelling unit in accordance with Chapter 82-24.
  - (2) Notwithstanding subsection (1), an urban housing development that includes two residential units on a lot created by an urban lot split may not include an accessory dwelling unit or junior accessory dwelling unit.
- (h) Modifications to Certain Housing Prohibited. An urban housing development may not require demolition or alteration of any of the following types of housing:
  - (1) A residential unit that is a deed-restricted below-market-rate residential unit.
  - (2) A residential unit that is subject to any form of rent or price control.
  - (3) A residential unit that has been occupied by a tenant in the last three years.
- (i) Drainage. A lot containing an urban housing development must collect and convey all stormwater entering or originating on the lot, without diversion and within an adequate storm drainage system, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to an adequate natural watercourse, in accordance with Division 914 of the Ordinance Code. All storm drainage facilities must be designed and constructed in compliance with this code and Public Works Department design standards.
- (j) Stormwater Management. An urban housing development must comply with all applicable rules, regulations, and standards of the County’s National Pollutant Discharge Elimination System (NPDES) permit as required by Division 1014. (Ord. 2022-XX § 2.)

**88-36.014 Occupancy.** No residential unit that is part of an urban housing development may be rented or offered for rent for a term of less than 30 days. (Ord. 2022-XX § 2.)

**88-36.016 Fees.** The fees for an urban housing development permit will be in amounts established by the Board of Supervisors in the Department of Conservation and Development’s fee schedule. Urban housing developments are subject to all applicable fees for new development. (Ord. 2022-XX § 2.)

**SECTION III.** Section 84-4.402 of the County Ordinance Code is amended to read:

**84-4.402 Uses—Permitted.** The following uses are allowed in an R-6 district:

- (1) A detached single-family dwelling on each lot and the accessory structures and uses normally auxiliary to it.
- (2) Crop and tree farming.
- (3) Publicly owned parks and playgrounds.
- (4) A residential care facility for the elderly, operated by a person with all required state and local agency approvals or licenses, where no more than six persons reside or receive care, not including the licensee or members of the licensee's family or persons employed as facility staff.
- (5) A family day care home where care, protection, and supervision of twelve or fewer children in the provider's own home are provided for periods of less than twenty-four hours per day, while the parents or guardians are away.
- (6) Bird enclosures in compliance with the provisions of Chapter 82-50.
- (7) Accessory dwelling units and junior accessory dwelling units in compliance with the provisions of Chapter 82-24.
- (8) Urban farm animal raising and keeping in compliance with the provisions of Chapter 82-50.
- (9) An urban housing development in compliance with the provisions of Chapter 88-36. (Ords. 2022-XX § 3, 2020-01 § 6, 2018-06, § 4, 2017-14, § 5, 2003-17 § 4, 86-43 § 2, 78-83 § 1, 77-51 § 2, 68-25 § 2: prior code § 8142(a): Ords. 1269 § 1, 1179 § 3, 1039, 1028, 382 § 4A.)

**SECTION IV.** Section 84-14.402 of the County Ordinance Code is amended to read:

**84-14.402 Uses–Permitted.** The following uses are allowed in the R-20 district:

- (1) A detached single-family dwelling on each lot and the accessory structures and uses normally auxiliary to it.
- (2) Crop and tree farming, and horticulture.
- (3) A temporary stand for the sale of agricultural products grown on the premises, with two and one-half acres per stand, set back at least thirty-five feet from the front property line, and operated not more than three months in any calendar year.



- (4) Urban farm animal raising and keeping in compliance with the provisions of Chapter 82-50.
- (5) Publicly owned parks and playgrounds.
- (6) A residential care facility for the elderly, operated by a person with all required state and local agency approvals or licenses, where not more than six persons reside or receive care, not including the licensee or members of the licensee's family or persons employed as facility staff.
- (7) A family day care home where care, protection, and supervision of twelve or fewer children in the provider's own home are provided for periods of less than twenty-four hours per day, while the parents or guardians are away.
- (8) Bird enclosures in compliance with the provisions of Chapter 82-50.
- (9) Accessory dwelling units and junior accessory dwelling units in compliance with the provisions of Chapter 82-24.
- (10) An urban housing development in compliance with the provisions of Chapter 88-36. (Ords. 2022-XX § 4, 2020-01 § 7, 2018-06 § 5, 2017-11 § 4, 86-43 § 4, 78-83 § 2, 77-51 § 8, 68-25 § 2, 2033, 2032, 1768 § 2: prior code § 8146(a): Ord. 1269, 1179 § 8, 382 § 4V.)

**SECTION V.** Section 94-4.096 is added to the County Ordinance Code, to read:

**94-4.096 Urban lot split.** “Urban lot split” means a subdivision of an existing lot within a single-family residential zoning district into no more than two new parcels that meet all of the requirements set forth in Government Code Section 66411.7 and Article 94-4.10 of this code. (Ord. 2022-XX § 5.)

**SECTION VI.** Article 94-4.10 is added to the County Ordinance Code, to read:

**Article 94-4.10 Urban Lot Split**

**94-4.1002 Purpose.** This article implements Government Code Section 66411.7 to provide an alternative method to subdivide a parcel located within a single-family residential zoning district for the purpose of housing development. (Ord. 2022-XX § 6.)

**94-4.1004 Application.**

- (a) A parcel map for an urban lot split must be prepared by a registered civil engineer or

licensed land surveyor in accordance with Government Code Sections 66444 through 66450 and this article. A fee in an amount established by the Board of Supervisors must be paid concurrently with the submission of the parcel map.

- (b) The following supplemental information must be submitted with a parcel map application for an urban lot split:
  - (1) A map of appropriate size and to scale showing all of the following:
    - (A) Total area (in acreage and square feet) of each proposed lot.
    - (B) The location and dimensions of existing and proposed property lines.
    - (C) Zoning district.
    - (D) The location and use of all existing and proposed structures.
    - (E) All required zoning setbacks for the existing and proposed lots.
    - (F) The location of all existing water, sewer, electricity, storm drain, or gas service lines, pipes, systems, or easements.
    - (G) The location of all proposed new water, sewer, electricity, storm drain, or gas service lines, pipes, or systems.
    - (H) The location of any proposed easements for access or public utilities to serve a lot created by the subdivision.
    - (I) Any area of the parcel that is a watercourse by delineating the flow line and top of bank of the watercourse.
    - (J) The name and dimensions, including right-of-way and improved area, of public and private streets adjoining the parcel.
    - (K) The location of existing or proposed driveway dimensions, materials, and slope (including cross slope).
  - (2) A preliminary drainage plan.
  - (3) A statement of the owner, signed under penalty of perjury under the laws of California, that declares all of the following:

- (A) The proposed urban lot split will not require or authorize demolition or alteration of any of the following types of housing:
    - (i) A residential unit that is a deed-restricted below-market-rate residential unit.
    - (ii) A residential unit that is subject to any form of rent or price control.
    - (iii) A residential unit that has been occupied by a tenant in the last three years.
  - (B) The parcel was not established through any prior exercise of an urban lot split under this article.
  - (C) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel under the provisions of this article.
  - (D) The owner intends to occupy one of the residential units located on a lot created by the parcel map as their principal residence for a minimum of three years after the date the parcel map was recorded.
  - (E) No residential unit on any lot created by the subdivision will be rented or offered for rent for a term of less than 30 days.
  - (F) The uses allowed on a lot created by the parcel map will be limited to residential uses.
- (4) Any other information as required by the planning department. (Ord. 2022-XX § 6.)

**94-4.1006 Approval.** A parcel map for an urban lot split will be approved ministerially without discretionary review or public hearing by the Board of Supervisors if the Board determines that the parcel map meets all of the requirements of this article and Government Code Section 66411.7. A tentative parcel map is not required for an urban lot split. (Ord. 2022-XX § 6.)

**94-4.1008 Location requirements.** A parcel proposed for subdivision under this article must meet the following location requirements:

- (a) The parcel is located in a single-family residential zoning district (R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65, and R-100).

- (b) The parcel is located within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
- (c) The parcel meets the requirements of Government Codes Section 65913.4(a)(6)(B)-(K).
- (d) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined by Public Resources Code Section 5020.1, or in the County Historic Resources Inventory, as designated by the Board of Supervisors. (Ord. 2022-XX § 6.)

**94-4.1010 Design and improvement requirements.**

- (a) A parcel map may subdivide an existing legal parcel to create no more than two new lots of approximately equal lot area. Each resulting lot may not be smaller than 40 percent of the area of the original parcel proposed for subdivision, and neither resulting lot may be smaller than 1,200 square feet.
- (b) Each lot must be served by a separate water service meter and a separate sewer connection.
- (c) Each lot must collect and convey all stormwater entering or originating on the lot, without diversion and within an adequate storm drainage system, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to an adequate natural watercourse, in accordance with Division 914 of the Ordinance Code. All storm drainage facilities must be designed and constructed in compliance with this code and Public Works Department design standards.
- (d) The applicant shall comply with all applicable rules, regulations, and standards of the County's National Pollutant Discharge Elimination System (NPDES) permit as required by Division 1014.
- (e) On-site frontage improvements, including curbs and sidewalks, and dedications for road widening shall be provided as required by Section 96-14.002. No off-site frontage improvements shall be required.
- (f) Rights-of-way and development rights shall be dedicated or conveyed as required by Chapter 914-14.
- (g) The placement of lot lines may not result in an accessory building on a lot without a primary building on the same lot.

- (h) Lot lines may not render an existing structure as nonconforming in any respect (e.g. setbacks, yard, lot coverage, parking), nor increase the nonconformity of an existing nonconforming structure. (Ord. 2022-XX § 6.)

**94-4.1012 Access standards.** Each lot must front upon or have access to a public street, or be served by an access easement serving no more than two lots. Access must be provided in compliance with these standards:

- (a) Vehicle access easements serving a maximum of two residential units must have a minimum width of 12 feet, unless a wider driveway is required by the California Fire Code.
- (b) Vehicle access easements serving three to four residential units must have a minimum width of 25 feet.
- (c) Vehicle access easements may not be located closer than 25 feet to an intersection.
- (d) If a vehicle access easement length is more than 75 feet, a vehicle turnaround must be provided.
- (e) Surfacing of easements and turnaround dimensions must meet the requirements of the California Fire Code and this code. (Ord. 2022-XX § 6.)

**94-4.1014 Map requirements.**

- (a) The content and form of a parcel map must meet all the requirements of Government Code Sections 66444 through 66450.
- (b) Except as otherwise provided in this article, a parcel map must meet all the applicable requirements of Chapter 94-4.
- (c) The parcel map must show all easements for public utilities necessary to serve each lot created by the subdivision.
- (d) The parcel map must show all easements necessary to provide each lot with access as required by this article.
- (e) The parcel map shall contain a declaration of each of the following:
  - (1) Each lot created by the parcel map must be used solely for residential uses.

- (2) No more than two single-family dwellings are permitted on each lot.
- (3) Neither an accessory dwelling unit nor junior accessory dwelling unit is permitted on a lot that includes two single-family dwellings.
- (4) No residential unit on a lot created by the parcel map may be rented or offered for rent for a term of less than 30 days. (Ord. 2022-XX § 6.)

**94-4.1016 Other permits required.**

- (a) No development, including grading or vegetation removal, may commence on either lot, concurrent with or subsequent to an urban lot split, unless the development is approved with a valid urban housing development permit under Chapter 88-36.
- (b) Neither an urban housing development permit nor a building permit for development on a lot created by an urban lot split will be issued until the parcel map is recorded. (Ord. 2022-XX § 6.)

**94-4.1018 Prohibition of further subdivision.** A lot created by a parcel map under this article may not be further subdivided. (Ord. 2022-XX § 6.)

**SECTION VII. 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:  
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# Department of Conservation and Development

## County Planning Commission

Wednesday, February 23, 2022 – 6:30. P.M.

(continued from February 9, 2022)

### STAFF REPORT

Agenda Item # \_\_\_\_\_

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<b>Project Title:</b>	County-Initiated Zoning Text Amendment to Add Chapter 88-36 and Article 94-4.10 to the County Ordinance Code
<b>County File:</b>	Zoning Text CDZT21-00002
<b>Applicant/Owner:</b>	Contra Costa County
<b>Zoning/General Plan:</b>	Countywide
<b>Site Address/Location:</b>	Countywide
<b>California Environmental Quality Act (CEQA) Status:</b>	Not a Project, CEQA Guidelines Section 15060(c)(3), Government Code Section 65852.21(j), Government Code Section 66411.7(n)
<b>Project Planner:</b>	Stan Muraoka, Principal Planner (925) 655-2876
<b>Staff Recommendation:</b>	Recommend Board of Supervisors approval (See section II for full recommendation)

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### **I. PROJECT SUMMARY**

This is a County-initiated zoning text amendment to add Chapter 88-36 to the County Ordinance Code to authorize and regulate the development of up to two residential units on a parcel located in a single-family residential zone (urban housing development) in accordance with Government Code Sections 65852.21 and 66411.7; and, add Article 94-4.10 to the County Ordinance Code to authorize the ministerial approval of a parcel map for a subdivision of an existing lot in a single-family residential zone into no more than two new parcels (urban lot split) in accordance with Government Code Section 66411.7.

## **II. RECOMMENDATIONS**

Department of Conservation and Development, Community Development Division (CDD) staff recommends that the County Planning Commission ADOPT a motion recommending that the Board of Supervisors:

- A. FIND for purposes of compliance with the California Environmental Quality Act (CEQA) that the proposed zoning text amendment is not a project pursuant to CEQA Guidelines Section 15060(c)(3), Government Code Section 65852.21(j), and Government Code Section 66411.7(n).
- B. FIND that the proposed zoning text amendment to add Chapter 88-36 and Article 94-4.10 to the County Ordinance Code is consistent with the County General Plan and Zoning Code.
- C. ADOPT the proposed zoning text amendment to add Chapter 88-36 that complies with the provisions of California Government Code Sections 65852.21 and 66411.7, and add Article 94-4.10 that complies with the provisions of California Government Code Section 66411.7.

## **III. BACKGROUND**

Senate Bill 9 was approved by the Governor on September 16, 2021. This Bill became effective on January 1, 2022. As allowed by Senate Bill 9, staff has prepared an amendment to the County Ordinance Code to add Chapter 88-36 for urban housing developments of up to two residential units on a parcel and Article 94-4.10 for a parcel map for an urban lot split of up to two lots.

Staff has added documents and forms on the ePermit Center, the Department's permit application website, for applications for urban housing developments and urban lot splits. The Department is set up to process applications for urban housing developments applying State law in Government Code Sections 65852.21 and 66411.7 to existing procedures. Processing of an urban housing development application is similar to processing an application for an Accessory Dwelling Unit Permit. Processing an urban lot split parcel map is similar to processing a parcel map for a minor subdivision.

The proposed zoning text amendment details the County procedure for ministerial approval an urban housing development by the County Zoning Administrator, based



on objective standards in the County Code. The text amendment augments applicable objective standards in the County Code and adds criteria for lot coverage and for building height within established setbacks and yards of the land use districts. The proposed text amendment also details the County procedure for ministerial approval an urban lot split parcel map by the Board of Supervisors, based on standards for parcel maps in the County Code, and specific objective criteria that would be added by the text amendment to the County Code. Upon adoption of the proposed text amendment, staff would process an urban housing development permit application and an urban lot split parcel map using Chapter 88-36 and Article 94-4.10.

The County Planning Commission conducted a public hearing on the proposed zoning text amendment at its meeting on Wednesday, February 9, 2022. The Commission received oral testimony from three members of the Alamo Improvement Association along with a letter from the Alamo Improvement Association, closed the public hearing, and discussed the proposed text amendment. The Commission voted 4 – 3 to continue consideration of the text amendment to its meeting on Wednesday, February 23, 2022.

#### **IV. PUBLIC COMMENTS**

The Alamo Improvement Association submitted a letter on February 9, 2022, prior to the Planning Commission hearing. Three members of the Association presented oral testimony at the hearing. The Association’s letter is included as Attachment 1. The Association had two main points related to the proposed zoning text amendment, including the inclusion of single-family residential areas of P-1 Planned Unit Districts as eligible locations for urban housing developments and urban lot splits, and requiring the owner occupancy of a resultant lot from an urban lot split.

A. Single-Family Residential P-1 Districts. The Alamo Improvement Association states that single-family residential areas in P-1 Districts should be included as potentially eligible for urban housing developments and urban lot splits. As discussed in Section V.D of the February 9, 2022 County Planning Commission staff report, Government Code Sections 65852.21(a) and 66411.7(a)(3)(A) limit the application of the State law for urban housing developments and urban lot splits to single-family residential zones. It was the decision of the State legislature to exclude non-single-family residential zones from Senate Bill 9.

B. Owner-Occupancy Requirement. The Alamo Improvement Association states that

the requirement for the owner to sign an affidavit stating an intent to occupy one of the residential units created on a lot resulting from an urban lot split will be difficult to enforce, and the requirement should be for the owner to occupy the residence. Government Code Section 66411.7(g)(1) states that the applicant for an urban lot split must sign an affidavit stating that the applicant intends to occupy one of the residential units for a minimum of three years. Proposed County Code Article 94-1.1004(b)(3)(D) is consistent with the State law requirement and requires the owner to sign an affidavit stating the intent to occupy one of the residential units.

**V. INFORMATION REQUESTED BY THE COMMISSION**

After closing the public hearing, the Planning Commission commented on the proposed zoning text amendment and requested additional information from staff, including clarification of the zoning of yellow areas shown on the Qualifying Parcels map attached to the February 9, 2022 staff report, and in particular, zoning of the Mt. View, Vine Hill, and Pacheco areas, potential conflict of Senate Bill 9 with the County General Plan, and the effect on CC&Rs (Conditions, Covenants, and Restrictions) of Senate Bill 9 and the proposed text amendment.

A. Zoning of Yellow Parcels. The Commission asked staff what were the yellow parcels shown on the Qualifying Parcels Map, Attachment 1 of the February 9, 2022 staff report. The yellow parcels shown on this map are areas within urban area clusters in unincorporated County that are not in a single-family residential zone and that do not have a mapped environmental constraint; i.e., flood plain, earthquake fault hazard zone, and high and very high fire hazard severity zone.

The Qualifying Parcels Map includes overlays for mapped environmental constraints on top of the SB 9 likely parcels base map. For comparison, both maps are included as Attachment 2. On each map, the yellow areas shown are unincorporated areas inside U.S. Census-designated urban area clusters. The yellow areas shown on the Qualifying Parcels Map are reduced in size from the base map wherever there is a mapped environmental constraint. The green parcels shown on the maps are parcels that are in a R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65, or R-100 Single-Family Residential District.

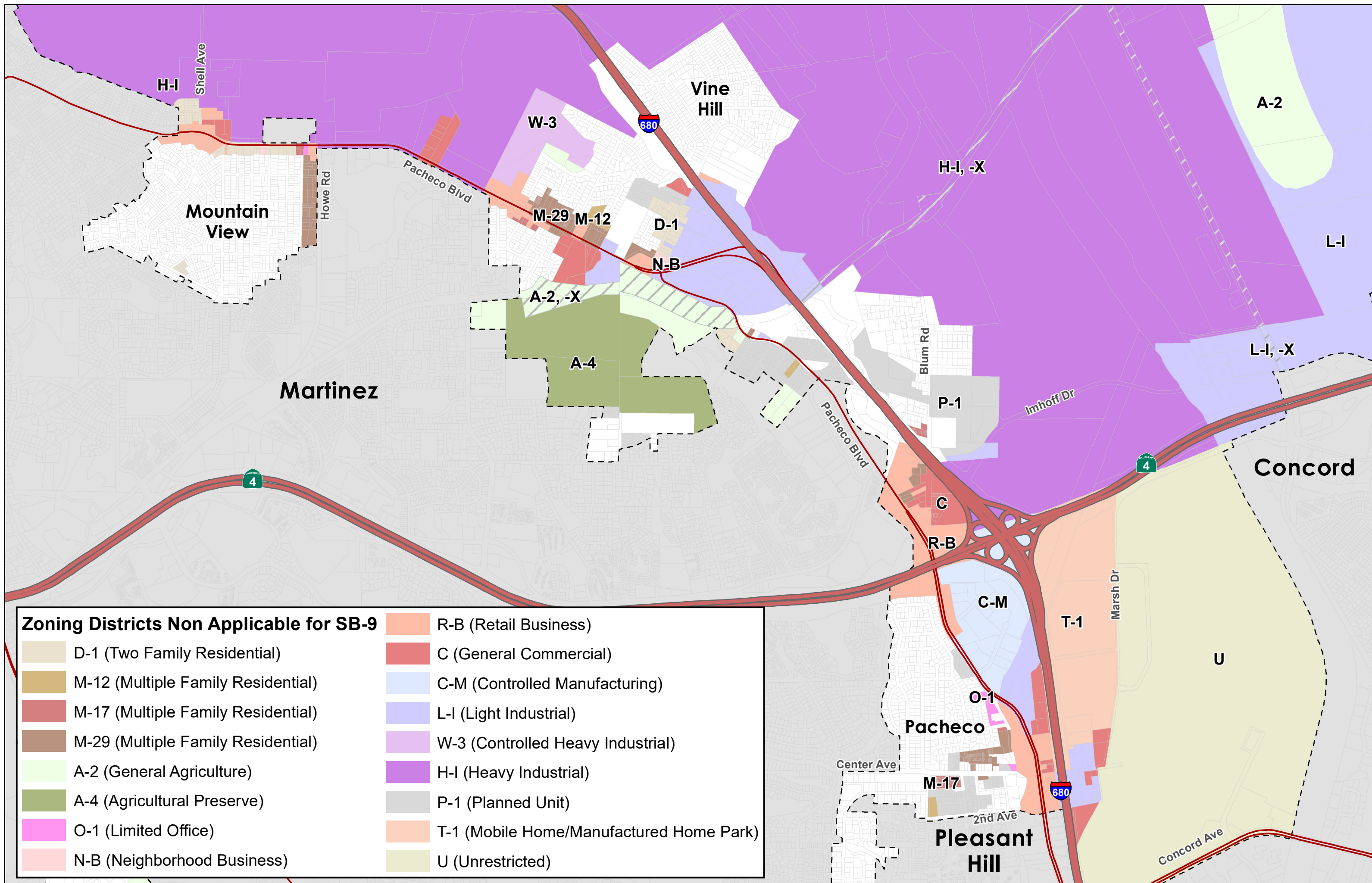
The Commission also asked staff what were the yellow parcels shown on the Qualifying Parcels Map specifically in the Mt. View, Vine Hill, and Pacheco areas. As shown on the map on page 6, the yellow parcels in these areas are in zoning

districts that are various non-single-family residential zones. Accordingly, these parcels do not qualify for urban housing developments and urban lot splits pursuant to Senate Bill 9.









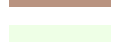






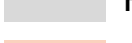
- B. Potential Conflict with General Plan. The Commission asked about the potential conflict of the proposed text amendment with the General Plan. As discussed in Section V.A of the February 9, 2022 staff report, the proposed text amendment would be consistent with the General Plan Housing Element. The staff report listed the housing goals that would be particularly relevant to the text amendment.

With respect to the General Plan Land Use Element, application of Senate Bill 9 within an area with a General Plan single-family residential land use designation could result in an exceedance of the maximum residential density for the designation, since Senate Bill 9 only limits the minimum size of a qualifying parcel to 1,200 square feet. A parcel in a single-family residential land use designation could be developed with up to two single-family residences through approval of an urban housing development and up to four single-family residences through approval of an urban lot split and subsequent approval of urban housing developments. However, General Plan single-family residential land use designations are mapped over very large areas of unincorporated County. Accordingly, a majority of the parcels within a single-family residential-designated area would have to be developed through urban lot splits followed by urban housing developments for the residential density of the designated area to significantly increase. As discussed in Sections IV.B.2 and IV.B.17 of the February 9 staff report, a subdivider cannot subdivide adjacent parcels through an urban lot split and further subdivision of a resultant lot of an urban lot split is not allowed. Thus, a significant increase in the density of an area within a single-family residential land use designation would not be expected. Development pursuant to Senate Bill 9 of scattered sites in a particular single-family residential land use designation would be expected to maintain the overall General Plan single-family residential density within the land use designation.

Further, an intent of Senate Bill 9 is to promote residential development in appropriate urbanized areas and sets forth criteria for qualifying parcels. Thus, the text amendment, as proposed, would remain consistent with General Plan land use goals such as Goal 3-E: *To recognize and support existing land use densities in most communities, while encouraging higher densities in appropriate areas, such as near major transportation hubs and job centers.*



**Zoning Districts Non Applicable for SB-9**

- |   |   |
|---|---|
|  D-1 (Two Family Residential)       |  R-B (Retail Business)                    |
|  M-12 (Multiple Family Residential) |  C (General Commercial)                   |
|  M-17 (Multiple Family Residential) |  C-M (Controlled Manufacturing)           |
|  M-29 (Multiple Family Residential) |  L-I (Light Industrial)                   |
|  A-2 (General Agriculture)          |  W-3 (Controlled Heavy Industrial)        |
|  A-4 (Agricultural Preserve)        |  P-1 (Planned Unit)                       |
|  O-1 (Limited Office)               |  T-1 (Mobile Home/Manufactured Home Park) |
|  N-B (Neighborhood Business)        |  U (Unrestricted)                         |

Looking forward to the future, the Department is currently conducting a comprehensive update of the County General Plan through the *Envision Contra Costa 2040* process. As part of this process, the Department is reviewing existing land use designations and may propose new and revised land use designations that would be consistent with current and likely future State legislation.

- C. Effect on CC&Rs. The Commission asked about how Senate Bill 9 affects established CC&Rs. Senate Bill 9 and Government Code Sections 65852.21 and 66411.7 are silent on CC&Rs and do not address the rights of a homeowner or a common interest development as established in CC&Rs. Further, State Senator Atkins wrote a letter to the Secretary of the State Senate, dated August 30, 2021, stating that Senate Bill 9 does not supersede CC&Rs. Senator Atkins' letter is included as Attachment 3.

## **VI. CONCLUSION**

The proposed zoning text amendment to add Chapter 88-36 to the County Ordinance Code and Article 94-4.10 to the County Ordinance Code is consistent with Government Code Sections 65852.21 and 66411.7, as well as the County General Plan and Zoning Code. Staff recommends that the County Planning Commission recommend approval of the zoning text amendment by the Board of Supervisors.

## **ATTACHMENTS**

**ATTACHMENT 1: ALAMO IMPROVEMENT ASSOCIATION LETTER**

**ATTACHMENT 2: QUALIFYING PARCELS MAP AND SB 9 LIKELY  
PARCELS BASE MAP**

**ATTACHMENT 3: STATE SENATOR ATKINS' LETTER**

**ATTACHMENT 1**

**ALAMO IMPROVEMENT ASSOCIATION LETTER**

P.O. BOX 156 • ALAMO, CALIFORNIA 94507

**RECEIVED** on 02/09/2022 CDZT21-00002  
By Contra Costa County  
Department of Conservation and Development

February 9, 2022

**By E-mail to “planninghearing@dcd.cccounty.us”**

Contra Costa County Planning Commission  
30 Muir Road  
Martinez, CA 94553

**Re: Comments on Proposed SB 9-Related Zoning Ordinance Revisions**

Dear Commissioners:

The Alamo Improvement Association has reviewed the staff report for the proposed Zoning Ordinance revisions for SB-9 compliance, including the Staff report’s map of eligible parcels, the County’s zoning map, Cal Fire Hazard Rating maps and other pertinent information. While we continue to believe that SB-9 is not a wise policy choice for solving the problem of housing availability, given that the County must comply with it, we support most of the proposed ordinance provisions, especially such things as lot coverage limitations, reduced height limits within otherwise normally required side and rear yards, maintaining normal frontage setbacks, limits on ADUs when an Urban Lot Split is otherwise fully developed, etc. However, we do feel that certain provisions of the draft ordinance revision should be changed as follows:

1. **Single-family detached residential areas zoned P-1 should not be excluded from eligibility** - We believe that single family detached residential properties zoned P-1 should not be excluded from eligibility for urban housing development and urban lot splits under this proposed ordinance solely because of the P-1 designation. The exclusion of single-family homes and properties similar in other respects to traditionally zoned residential properties, merely because the P-1 zoning nomenclature is not listed in the text of SB9, is unfair and discriminatory. An R-20 parcel in central or west side Alamo improved with a single-family home is no different than a single-family home in Blackhawk, Bryan Ranch, Whitegate, Magee Ranch or Alamo Springs. Lot sizes may vary but all residentially used lots are physically capable of, and could theoretically support, a minimum square foot second home as the statute intends.

We understand that some areas may have been developed under P-1 zoning because they have significant topography. However, some conventionally zoned areas, some of which were developed prior to the existence of P-1 zoning, have significant topography as well. Most areas developed under P-1 zoning because of topography are already largely excluded from eligibility because of fire hazard ratings.

There is no logic which supports distinguishing single-family homes in a planned development from single family homes in a regular subdivision. There may be other



factors such as high fire danger, seismic hazard, historic district, and flood plain conditions that remove residentially zoned land from eligibility under SB 9 but differing local zoning nomenclature is not a factor contemplated by the law.

2. **The language requiring owner occupancy of one of the lots in an Urban Lot Split should be stronger** – We believe that an affidavit certifying under penalty of perjury the subdivider’s intent to occupy for three years one of the lots created in an Urban Lot split would be difficult to enforce. The language should certify action (e.g., owner will occupy ...) rather than intent.

Thank you, commission members and staff, for the opportunity to comment on this important legislation.

Sincerely,



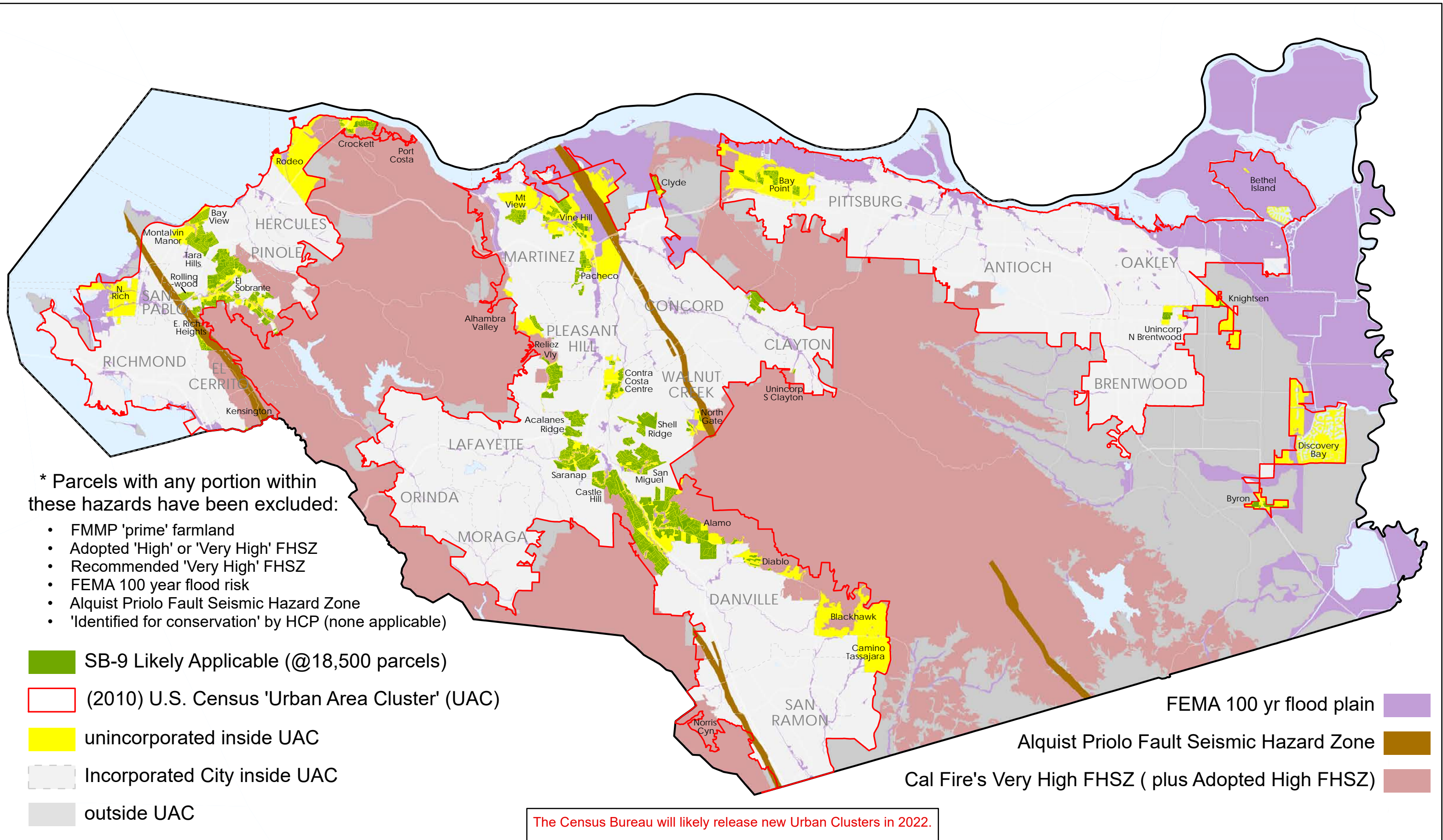
Steve Meyers  
Chair,  
Planning Committee

cc:	Supervisor Andersen	(by e-mail)
	Stan Muraoka	( “ )
	Alamo MAC	( “ )
	AIA Board & Planning Committee	( “ )
	AIA File	( “ )

## **ATTACHMENT 2**

### **QUALIFYING PARCELS MAP AND SB 9 LIKELY PARCELS BASE MAP**

# SB-9 likely applicable 'Urban' parcels with Single Family Zoning outside designated Hazard Areas\*



\* Parcels with any portion within these hazards have been excluded:

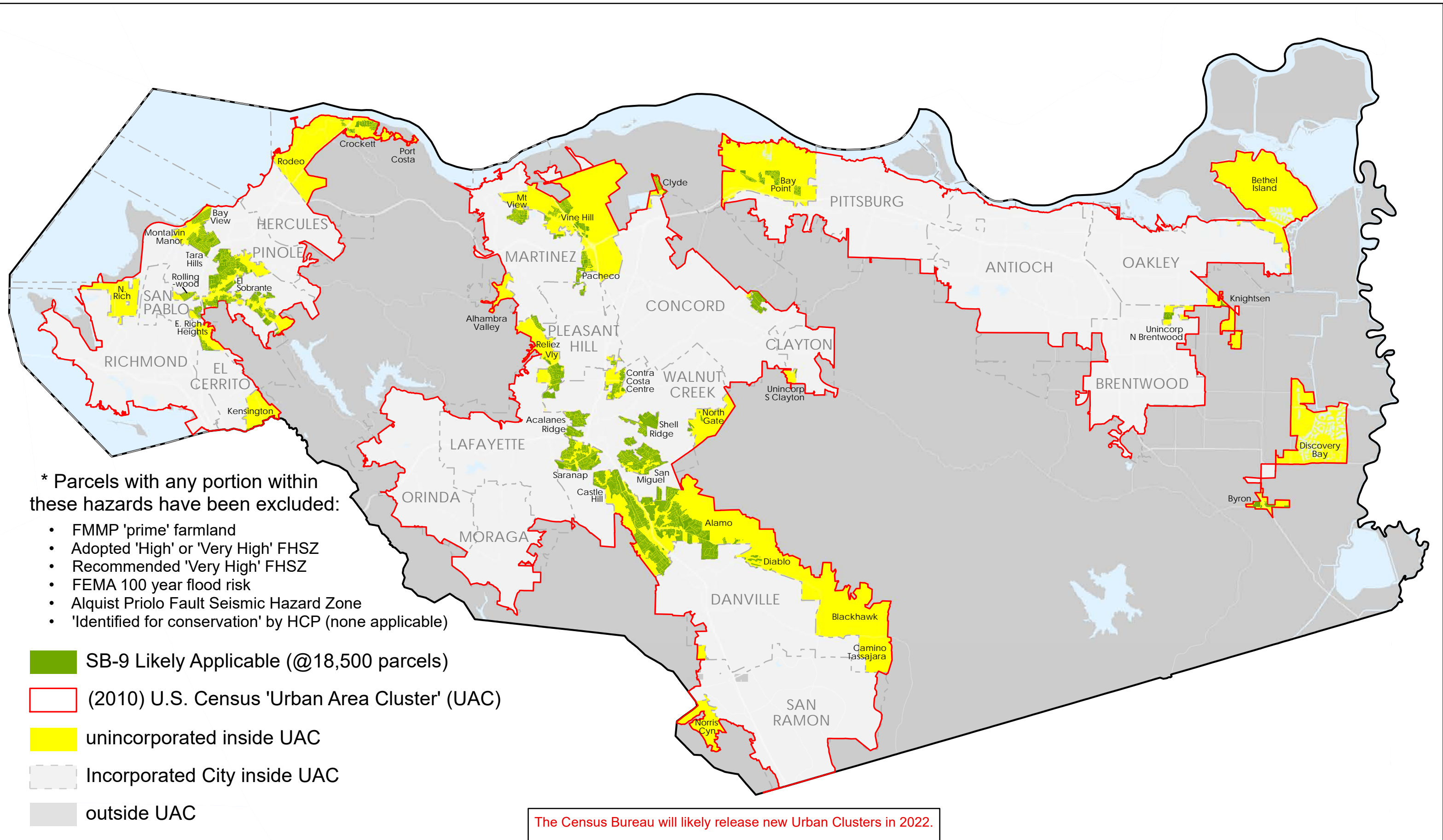
- FMMP 'prime' farmland
- Adopted 'High' or 'Very High' FHSZ
- Recommended 'Very High' FHSZ
- FEMA 100 year flood risk
- Alquist Priolo Fault Seismic Hazard Zone
- 'Identified for conservation' by HCP (none applicable)

- SB-9 Likely Applicable (@18,500 parcels)
- (2010) U.S. Census 'Urban Area Cluster' (UAC)
- unincorporated inside UAC
- Incorporated City inside UAC
- outside UAC

- FEMA 100 yr flood plain
- Alquist Priolo Fault Seismic Hazard Zone
- Cal Fire's Very High FHSZ ( plus Adopted High FHSZ)

The Census Bureau will likely release new Urban Clusters in 2022.  
 Cal Fire will likely release new FHSZ in December 2021  
 CGS may revise AP Fault Zones as they complete full Seismic Hazard mapping for CCC over the next several years

# SB-9 likely applicable 'Urban' parcels with Single Family Zoning outside designated Hazard Areas\*



The Census Bureau will likely release new Urban Clusters in 2022.  
 Cal Fire will likely release new FHSZ in December 2021  
 CGS may revise AP Fault Zones as they complete full Seismic Hazard mapping for CCC over the next several years

**ATTACHMENT 3**

**STATE SENATOR ATKINS' LETTER**

STATE CAPITOL  
ROOM 205  
SACRAMENTO, CA 95814  
TEL (916) 651-4039  
FAX (916) 651-4939

DISTRICT OFFICE  
1350 FRONT STREET, SUITE 4061  
SAN DIEGO, CA 92101  
TEL (619) 645-3133  
FAX (619) 645-3144

SENATOR.ATKINS@SENATE.CA.GOV



STANDING COMMITTEE  
SENATE RULES  
CHAIR

## SENATOR TONI G. ATKINS

PRESIDENT PRO TEMPORE

August 30, 2021

Ms. Erika Contreras  
Secretary of the Senate  
State Capitol, Room 3044  
Sacramento, CA 95814

Dear Ms. Contreras:

I have authored SB 9, which seeks to address our housing crisis by allowing duplexes and ministerial lot splits in single-family zones. I submit this letter to the Senate Journal for the purposes of clarifying the applicability of SB 9's provisions.

First, on the issue of common interest developments (CID) and homeowners' associations (HOA). My office has consulted with Legislative Counsel, and SB 9 would not override CID or HOA restrictions. Specifically, SB 9 is silent on the issue, meaning the bill contains no provisions that supersede HOA or CID governing documents. As we have seen with other housing legislation, SB 9 would have to contain an explicit and proactive provision to override those rules. This bill does not.

Second, I would like to reiterate some of the bill's protections to ensure that community character is not unduly affected. Most importantly, SB 9 explicitly states that cities and counties may continue to impose objective zoning standards, objective subdivision standards, and objective design standards so long as they still allow two small, 800 square foot dwellings to be built on each lot. For example, objective requirements that lots include horse keeping areas of a specified size could still be imposed, and if a property owner applied for a permit that proposed larger dwellings that would conflict with such a requirement, a local official could deny the project.

Thank you for the opportunity to address these matters.

Warmly,

A handwritten signature in blue ink that reads "Toni G. Atkins".

TONI G. ATKINS  
Senate President pro Tempore  
39th Senate District

TGA:ml

ORDINANCE NO. 2022-14

TWO-UNIT RESIDENTIAL DEVELOPMENTS AND LOT SPLITS  
IN SINGLE-FAMILY RESIDENTIAL ZONES

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 adds Chapter 88-36 to the County Ordinance Code to authorize and regulate the development of up to two residential units on a parcel located in a single-family residential zone in accordance with Government Code Sections 65852.21 and 66411.7. This ordinance also adds Article 94-4.10 to the County Ordinance Code to authorize the ministerial approval of a parcel map for a subdivision of an existing lot in a single-family residential zone into no more than two new parcels that meet all of the requirements set forth in Government Code Section 66411.7.

**SECTION II.** Chapter 88-36 is added to the County Ordinance Code, to read:

**Chapter 88-36**  
**TWO-UNIT RESIDENTIAL DEVELOPMENTS**  
**IN SINGLE-FAMILY RESIDENTIAL ZONES**

**88-36.002 Purposes.** The purposes of this chapter are to authorize and regulate the development of up to two residential units on a qualifying lot located in a single-family residential zones; to establish a procedure for reviewing and approving the developments to ensure and maintain healthy and safe residential living environments; to establish location and development standards for the developments; and to comply with Government Code Sections 65852.21 and 66411.7, which require local agencies to consider applications for two-unit residential developments ministerially without discretionary review or public hearing. (Ord. 2022-14 § 2.)

**88-36.004 Definitions.** For purposes of this chapter, the following words and phrases have the following meanings:

- (a) “Accessory dwelling unit” has the meaning set forth in Government Code Section 65852.2.
- (b) “Junior accessory dwelling unit” has the meaning set forth in Government Code Section 65852.22.
- (c) “Residential unit” means a single-family dwelling, but does not include an accessory dwelling unit or junior accessory dwelling unit.

- (d) “Urban housing development” means any of the following:
  - (1) A housing development containing no more than two residential units on a lot within a single-family residential zoning district that meets all of the requirements set forth in Government Code Section 65852.21.
  - (2) Any development on a lot created by an urban lot split.
- (e) “Urban lot split” means a subdivision of an existing lot within a single-family residential zoning district into no more than two new parcels that meet all of the requirements set forth in Government Code Section 66411.7 and Article 94-4.410 of this code. (Ord. 2022-14 § 2.)

**88-36.006 Permitting procedure.**

- (a) Except as otherwise provided in this section, an application for a permit to establish an urban housing development will be approved ministerially without discretionary review or public hearing if the development meets: the location requirements specified in Section 88-36.010; the development standards specified in Section 88-36.012; all applicable building standards in Title 7; and all applicable sewage and water requirements.
- (b) Notwithstanding subsection (a), the Department of Conservation and Development may deny an application for a permit to establish an urban housing development if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed development would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. (Ord. 2022-14 § 2.)

**88-36.008 Applications.**

- (c) An application for an urban housing development permit must be submitted to the Department of Conservation and Development before a building permit application is submitted to the county.
- (d) An application for an urban housing development permit must be made in writing and contain the following information:
  - (1) Name(s) and address(es) of applicant(s) and property owner(s).
  - (2) Address and assessor’s parcel number for the lot.



- (3) Whether the lot was created by an urban lot split.
- (4) Size, indicating dimensions and square footage, of the existing and proposed dwelling units.
- (5) A legible scale drawing, showing:
  - (A) A north arrow to indicate lot orientation.
  - (B) Lot dimensions and labels for all property lines.
  - (C) Siting and location of the existing and proposed dwelling units.
  - (D) Floor plan configuration of the existing and proposed dwelling units.
  - (E) All other existing improvements, including driveways and parking areas.
  - (F) Exterior design of the existing and proposed residential units. “Exterior design” includes exterior features, such as entrances, windows, and roof.
- (6) Color photographs of the existing dwelling units and surrounding properties taken from each of the property lines of the project site.
- (7) Location and description of water and sanitary services for the existing and proposed dwelling units.
- (8) A preliminary drainage plan.
- (9) Property owner’s consent to physical inspection of the premises.
- (10) A written legal description of the property. (Ord. 2022-14 § 2.)

**88-36.010 Location.** An urban housing development may be established on any lot that meets all of the following requirements.

- (a) The lot is located in a single-family residential zoning district (R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65, and R-100).
- (b) The lot is located within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
- (c) The lot meets the requirements of Government Codes Section 65913.4(a)(6)(B)-(K).

- (d) The lot is not located within a historic district or property included on the State Historic Resources Inventory, as defined by Public Resources Code Section 5020.1, or in the County Historic Resources Inventory, as designated by the Board of Supervisors. (Ord. 2022-14 § 2.)

**88-36.012 Development standards.**

- (a) Uses Allowed. Only residential uses and structures ancillary to residential uses are allowed in an urban housing development.
- (b) Residential Units. An urban housing development may not include more than two residential units.
- (c) Lot Size. The minimum size of a lot with an urban housing development is the 1,200 square feet. Section 82-10.002(c) does not apply to an application for an urban housing development permit.
- (d) Lot Coverage.
  - (1) Except as otherwise provided in this subsection (d), the structures included in an urban housing development may not cover more than:
    - (A) 67 percent of the lot area on a lot of less than 3,000 square feet.
    - (B) 50 percent of the lot area on a lot of 3,000 square feet or more but less than 6,000 square feet.
    - (C) 40 percent of the lot area on a lot of 6,000 square feet or more but less than 12,000 square feet.
    - (D) 30 percent of the lot area on a lot of 12,000 square feet or more.
  - (2) The lot coverage limitations of this subsection may be exceeded to allow construction of one new residential unit on a lot with an existing residential unit, if the new residential unit does not exceed:
    - (A) 800 square feet in size on a lot of less than 6,000 square feet.
    - (B) 1,000 square feet in size on a lot of 6,000 square feet or more but less than 12,000 square feet.

(C) 1,200 square feet in size on a lot of 12,000 square feet or more.

(e) Yards and Building Height.

- (1) Residential units included in an urban housing development must comply with all requirements relating to yards (front setbacks, side, and rear) and building height that are generally applicable to residential construction in the zone in which the lot is located, except as otherwise provided in this subsection (e).
- (2) A setback is not required for an existing residential unit or a residential unit constructed in the same location and to the same dimensions as an existing building.
- (3) A setback of four feet from the side and rear lot lines is required for a residential unit that is not an existing residential unit or is not constructed in the same location and to the same dimensions as an existing building.
- (4) A residential unit or any portion of a residential unit that is located within a front, back, or side yard area applicable to residential construction in the zone in which the lot is located may not exceed 16 feet in height.

(f) Off-Street Parking.

- (1) A lot containing an urban housing development must provide at least one off-street parking space per residential unit, except as otherwise provided in this subsection (f).
- (2) No off-street parking is required for an urban housing development in any of the following instances:
  - (A) The urban housing development is located within one-half mile walking distance of a major transit stop, as defined in Public Resources Code Section 21064.3.
  - (B) The urban housing development is located within one-half mile walking distance of a high-quality transit corridor, as defined in Public Resources Code Section 21155(b).
  - (C) A car share vehicle pick-up location is within one block of the urban housing development. A “car share vehicle” has the same meaning as in Vehicle Code Section 22507.1.

- (g) Accessory Dwelling Units.
  - (1) An urban housing development may include an accessory dwelling unit or junior accessory dwelling unit in accordance with Chapter 82-24.
  - (2) Notwithstanding subsection (1), an urban housing development that includes two residential units on a lot created by an urban lot split may not include an accessory dwelling unit or junior accessory dwelling unit.
- (h) Modifications to Certain Housing Prohibited. An urban housing development may not require demolition or alteration of any of the following types of housing:
  - (1) A residential unit that is a deed-restricted below-market-rate residential unit.
  - (2) A residential unit that is subject to any form of rent or price control.
  - (3) A residential unit that has been occupied by a tenant in the last three years.
- (i) Drainage. A lot containing an urban housing development must collect and convey all stormwater entering or originating on the lot, without diversion and within an adequate storm drainage system, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to an adequate natural watercourse, in accordance with Division 914 of the Ordinance Code. All storm drainage facilities must be designed and constructed in compliance with this code and Public Works Department design standards.
- (j) Stormwater Management. An urban housing development must comply with all applicable rules, regulations, and standards of the County’s National Pollutant Discharge Elimination System (NPDES) permit as required by Division 1014. (Ord. 2022-14 § 2.)

**88-36.014 Occupancy.** No residential unit that is part of an urban housing development may be rented or offered for rent for a term of less than 30 days. (Ord. 2022-14 § 2.)

**88-36.016 Fees.** The fees for an urban housing development permit will be in amounts established by the Board of Supervisors in the Department of Conservation and Development’s fee schedule. Urban housing developments are subject to all applicable fees for new development. (Ord. 2022-14 § 2.)

**SECTION III.** Section 84-4.402 of the County Ordinance Code is amended to read:

**84-4.402 Uses—Permitted.** The following uses are allowed in an R-6 district:

- (1) A detached single-family dwelling on each lot and the accessory structures and uses normally auxiliary to it.
- (2) Crop and tree farming.
- (3) Publicly owned parks and playgrounds.
- (4) A residential care facility for the elderly, operated by a person with all required state and local agency approvals or licenses, where no more than six persons reside or receive care, not including the licensee or members of the licensee's family or persons employed as facility staff.
- (5) A family day care home where care, protection, and supervision of twelve or fewer children in the provider's own home are provided for periods of less than twenty-four hours per day, while the parents or guardians are away.
- (6) Bird enclosures in compliance with the provisions of Chapter 82-50.
- (7) Accessory dwelling units and junior accessory dwelling units in compliance with the provisions of Chapter 82-24.
- (8) Urban farm animal raising and keeping in compliance with the provisions of Chapter 82-50.
- (9) An urban housing development in compliance with the provisions of Chapter 88-36. (Ords. 2022-14 § 3, 2020-01 § 6, 2018-06, § 4, 2017-14, § 5, 2003-17 § 4, 86-43 § 2, 78-83 § 1, 77-51 § 2, 68-25 § 2: prior code § 8142(a): Ords. 1269 § 1, 1179 § 3, 1039, 1028, 382 § 4A.)

**SECTION IV.** Section 84-14.402 of the County Ordinance Code is amended to read:

**84-14.402 Uses–Permitted.** The following uses are allowed in the R-20 district:

- (1) A detached single-family dwelling on each lot and the accessory structures and uses normally auxiliary to it.
- (2) Crop and tree farming, and horticulture.
- (3) A temporary stand for the sale of agricultural products grown on the premises, with two and one-half acres per stand, set back at least thirty-five feet from the front property line, and operated not more than three months in any calendar year.

- (4) Urban farm animal raising and keeping in compliance with the provisions of Chapter 82-50.
- (5) Publicly owned parks and playgrounds.
- (6) A residential care facility for the elderly, operated by a person with all required state and local agency approvals or licenses, where not more than six persons reside or receive care, not including the licensee or members of the licensee's family or persons employed as facility staff.
- (7) A family day care home where care, protection, and supervision of twelve or fewer children in the provider's own home are provided for periods of less than twenty-four hours per day, while the parents or guardians are away.
- (8) Bird enclosures in compliance with the provisions of Chapter 82-50.
- (9) Accessory dwelling units and junior accessory dwelling units in compliance with the provisions of Chapter 82-24.
- (10) An urban housing development in compliance with the provisions of Chapter 88-36. (Ords. 2022-14 § 4, 2020-01 § 7, 2018-06 § 5, 2017-11 § 4, 86-43 § 4, 78-83 § 2, 77-51 § 8, 68-25 § 2, 2033, 2032, 1768 § 2: prior code § 8146(a): Ord. 1269, 1179 § 8, 382 § 4V.)

**SECTION V.** Section 94-4.096 is added to the County Ordinance Code, to read:

**94-4.096 Urban lot split.** “Urban lot split” means a subdivision of an existing lot within a single-family residential zoning district into no more than two new parcels that meet all of the requirements set forth in Government Code Section 66411.7 and Article 94-4.10 of this code. (Ord. 2022-14 § 5.)

**SECTION VI.** Article 94-4.10 is added to the County Ordinance Code, to read:

**Article 94-4.10 Urban Lot Split**

**94-4.1002 Purpose.** This article implements Government Code Section 66411.7 to provide an alternative method to subdivide a parcel located within a single-family residential zoning district for the purpose of housing development. (Ord. 2022-14 § 6.)

**94-4.1004 Application.**

- (a) A parcel map for an urban lot split must be prepared by a registered civil engineer or

licensed land surveyor in accordance with Government Code Sections 66444 through 66450 and this article. A fee in an amount established by the Board of Supervisors must be paid concurrently with the submission of the parcel map.

- (b) The following supplemental information must be submitted with a parcel map application for an urban lot split:
  - (1) A map of appropriate size and to scale showing all of the following:
    - (A) Total area (in acreage and square feet) of each proposed lot.
    - (B) The location and dimensions of existing and proposed property lines.
    - (C) Zoning district.
    - (D) The location and use of all existing and proposed structures.
    - (E) All required zoning setbacks for the existing and proposed lots.
    - (F) The location of all existing water, sewer, electricity, storm drain, or gas service lines, pipes, systems, or easements.
    - (G) The location of all proposed new water, sewer, electricity, storm drain, or gas service lines, pipes, or systems.
    - (H) The location of any proposed easements for access or public utilities to serve a lot created by the subdivision.
    - (I) Any area of the parcel that is a watercourse by delineating the flow line and top of bank of the watercourse.
    - (J) The name and dimensions, including right-of-way and improved area, of public and private streets adjoining the parcel.
    - (K) The location of existing or proposed driveway dimensions, materials, and slope (including cross slope).
  - (2) A preliminary drainage plan.
  - (3) A statement of the owner, signed under penalty of perjury under the laws of California, that declares all of the following:

- (A) The proposed urban lot split will not require or authorize demolition or alteration of any of the following types of housing:
    - (i) A residential unit that is a deed-restricted below-market-rate residential unit.
    - (ii) A residential unit that is subject to any form of rent or price control.
    - (iii) A residential unit that has been occupied by a tenant in the last three years.
  - (B) The parcel was not established through any prior exercise of an urban lot split under this article.
  - (C) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel under the provisions of this article.
  - (D) The owner intends to occupy one of the residential units located on a lot created by the parcel map as their principal residence for a minimum of three years after the date the parcel map was recorded.
  - (E) No residential unit on any lot created by the subdivision will be rented or offered for rent for a term of less than 30 days.
  - (F) The uses allowed on a lot created by the parcel map will be limited to residential uses.
- (4) Any other information as required by the planning department. (Ord. 2022-14 § 6.)

**94-4.1006 Approval.** A parcel map for an urban lot split will be approved ministerially without discretionary review or public hearing by the Board of Supervisors if the Board determines that the parcel map meets all of the requirements of this article and Government Code Section 66411.7. A tentative parcel map is not required for an urban lot split. (Ord. 2022-14 § 6.)

**94-4.1008 Location requirements.** A parcel proposed for subdivision under this article must meet the following location requirements:

- (a) The parcel is located in a single-family residential zoning district (R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65, and R-100).



- (b) The parcel is located within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
- (c) The parcel meets the requirements of Government Codes Section 65913.4(a)(6)(B)-(K).
- (d) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined by Public Resources Code Section 5020.1, or in the County Historic Resources Inventory, as designated by the Board of Supervisors. (Ord. 2022-14 § 6.)

**94-4.1010 Design and improvement requirements.**

- (a) A parcel map may subdivide an existing legal parcel to create no more than two new lots of approximately equal lot area. Each resulting lot may not be smaller than 40 percent of the area of the original parcel proposed for subdivision, and neither resulting lot may be smaller than 1,200 square feet.
- (b) Each lot must be served by a separate water service meter and a separate sewer connection.
- (c) Each lot must collect and convey all stormwater entering or originating on the lot, without diversion and within an adequate storm drainage system, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to an adequate natural watercourse, in accordance with Division 914 of the Ordinance Code. All storm drainage facilities must be designed and constructed in compliance with this code and Public Works Department design standards.
- (d) The applicant shall comply with all applicable rules, regulations, and standards of the County's National Pollutant Discharge Elimination System (NPDES) permit as required by Division 1014.
- (e) On-site frontage improvements, including curbs and sidewalks, and dedications for road widening shall be provided as required by Section 96-14.002. No off-site frontage improvements shall be required.
- (f) Rights-of-way and development rights shall be dedicated or conveyed as required by Chapter 914-14.
- (g) The placement of lot lines may not result in an accessory building on a lot without a primary building on the same lot.

- (h) Lot lines may not render an existing structure as nonconforming in any respect (e.g. setbacks, yard, lot coverage, parking), nor increase the nonconformity of an existing nonconforming structure. (Ord. 2022-14 § 6.)

**94-4.1012 Access standards.** Each lot must front upon or have access to a public street, or be served by an access easement serving no more than two lots. Access must be provided in compliance with these standards:

- (a) Vehicle access easements serving a maximum of two residential units must have a minimum width of 12 feet, unless a wider driveway is required by the California Fire Code.
- (b) Vehicle access easements serving three to four residential units must have a minimum width of 25 feet.
- (c) Vehicle access easements may not be located closer than 25 feet to an intersection.
- (d) If a vehicle access easement length is more than 75 feet, a vehicle turnaround must be provided.
- (e) Surfacing of easements and turnaround dimensions must meet the requirements of the California Fire Code and this code. (Ord. 2022-14 § 6.)

**94-4.1014 Map requirements.**

- (a) The content and form of a parcel map must meet all the requirements of Government Code Sections 66444 through 66450.
- (b) Except as otherwise provided in this article, a parcel map must meet all the applicable requirements of Chapter 94-4.
- (c) The parcel map must show all easements for public utilities necessary to serve each lot created by the subdivision.
- (d) The parcel map must show all easements necessary to provide each lot with access as required by this article.
- (e) The parcel map shall contain a declaration of each of the following:
  - (1) Each lot created by the parcel map must be used solely for residential uses.

- (2) No more than two single-family dwellings are permitted on each lot.
- (3) Neither an accessory dwelling unit nor junior accessory dwelling unit is permitted on a lot that includes two single-family dwellings.
- (4) No residential unit on a lot created by the parcel map may be rented or offered for rent for a term of less than 30 days. (Ord. 2022-14 § 6.)

**94-4.1016 Other permits required.**

- (a) No development, including grading or vegetation removal, may commence on either lot, concurrent with or subsequent to an urban lot split, unless the development is approved with a valid urban housing development permit under Chapter 88-36.
- (b) Neither an urban housing development permit nor a building permit for development on a lot created by an urban lot split will be issued until the parcel map is recorded. (Ord. 2022-14 § 6.)

**94-4.1018 Prohibition of further subdivision.** A lot created by a parcel map under this article may not be further subdivided. (Ord. 2022-14 § 6.)

**SECTION VII. 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. 2022-14 Two-Unit Residential Developments and Lot Splits in Single-Family Residential Zones.wpd



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 29, 2022

**Subject:** Hearing to Consider Adoption of a Zoning Text Amendment Related to Sign Regulation (County File #ZT19-0002)

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**RECOMMENDATION(S):**

1. OPEN the public hearing on Ordinance No. 2022-03, RECEIVE testimony, and CLOSE the public hearing;
2. DETERMINE that adoption of Ordinance No. 2022-03, is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3).
3. FIND that Ordinance No. 2022-03 is consistent with the County General Plan.
4. ADOPT Ordinance No. 2022-03, regulating the construction, placement, display, and maintenance of signs in the unincorporated area of the County.
5. DIRECT the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk.

**FISCAL IMPACT:**

The cost of preparing this ordinance has been funded by the Department of Conservation and Development, Land Development Fund.

**BACKGROUND:**

On February 4, 2020, the Board of Supervisors accepted a report on “Recommendations on Reforming Agricultural Land Use Policies in Contra Costa County to Improve Both Economic Vitality and Sustainability” and directed staff to take the actions necessary to further evaluate and implement the recommendations in the report. There are 18 recommendations in the report, including updating the County’s sign regulations to allow directional signs in a public right-of-way to direct people to U-pick operations on agricultural lands in the county.

There are currently three separate chapters (Chapter 88-6, Chapter 88-8 and Chapter 88-9) in the County’s Zoning Code that regulate signs. The current regulations were adopted in the mid-1960s and the mid-1970s and have not been recently updated. In addition to authorizing directional signs in a public right-of-way, the proposed ordinance would update the County’s sign regulations to conform with developments in law related

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

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Jennifer Cruz, (925) 655-2867

By: , Deputy

cc: Chris Howard

## BACKGROUND: (CONT'D)

to regulation of signs and the requirement that sign regulations comply with the First Amendment and other constitutional principles. The ordinance conforms with the County's policy and intent to regulate signs in a manner that is content-neutral and consistent with the United States and California Constitutions.

## **Proposed Zoning Text Amendments**

### Deletion of Chapter 88-8 and Chapter 88-9

The proposed ordinance would delete Chapter 88-8 (Sign Control Combining District) from the County Ordinance Code. There are currently no parcels in the county that are located within the Sign Control Combining District. This chapter was adopted in the early 1970s and is obsolete.

The proposed ordinance would also delete Chapter 88-9 (S2 Sign Control Combining District) from the County Ordinance Code. The S2 Combining District includes parcels that are located within the Alamo Plaza Shopping Center on Stone Valley Road and Danville Boulevard in Alamo, and parcels directly east and directly south of the shopping center. Chapter 88-9 was adopted in the mid-1970s. The sign standards from the S2 Combining District would continue to apply to existing signs established under the S2 Combining District standards, but newly established signs would be subject to the countywide sign standards established by the proposed ordinance.

### Amendment of Chapter 88-6 to Establish Countywide Sign Standards

The current Chapter 88-6 (Outdoor Advertising) in the County Ordinance Code was adopted in the mid-1960s. The proposed ordinance would amend Chapter 88-6 to establish countywide sign standards. Article 88-6.6 regulates signs placed or displayed on private property, or on land or facilities owned by public entities other than the County if the County exercises land use regulatory power over these lands or facilities. Article 88-6.8 regulates signs placed or displayed within a public right-of-way. The proposed sign standards in amended Chapter 88-6 would regulate signs in a manner that is content-neutral and consistent with the United States and California Constitutions.

The proposed countywide sign standards would require that a person must obtain a sign permit before they construct, place, display, or maintain a non-exempt sign in the unincorporated area of the County. An application for a sign permit would be processed by the Department of Conservation and Development and approved by the zoning administrator under the administrative decision procedure found in Article 26-2.21 of the County Ordinance Code. If, after sending a notice to property owners within 300-feet, no request for a hearing is submitted to the Department, the Zoning Administrator may issue a sign permit administratively without a public hearing.

Proposed sign standards include:

- Limitations based on land use district.
- Location requirements.
- Height and size limitations applicable to different sign types (e.g., freestanding/monument signs versus attached signs).
- Allowances for temporary signs.
- Sign illumination standards.
- Prohibited signs, including but not limited to: animated or moving signs; A-board signs; signs that flash, blink, or rotate; signs designed, placed, or oriented for freeway exposure; and vehicle signs.
- Signs exempt from the permit requirement, including but not limited to: one flagpole and three flags per lot; a sign that cannot be seen from a public street, private road, or adjacent property; temporary signs; and signs required by law.
- Master sign programs may be approved for a multi-tenant development or development in a P-1 district that deviates from the otherwise applicable sign standards.

The proposed ordinance would also amend provisions in the Code related to encroachment permits to allow for directional signs in a public right-of-way. Additional permit requirements would be required for signs in a public right-of-way to protect the health and safety of persons in the County. A permit for a sign in a public right-of-way would have a term of one year, consistent with the associated encroachment permit issued by the Public Works Department.

The zoning text amendment will also amend other provisions of the County Ordinance Code to remove conflicting sign regulations and revise definitions related to sign regulation.

## **General Plan Consistency**

Signs are currently allowed in various General Plan land use designations, as an ancillary use. Under the Transportation and Circulation Element, Policy 5-44 encourages the use of wayfinding and signage to help direct pedestrians and bicyclists to desirable destinations. The proposed zoning text amendment to allow directional signs and update the sign regulations would not conflict with the Goals and Policies of the County's General Plan.

## **County Planning Commission Hearing**

The County Planning Commission held a public hearing on the draft Ordinance on November 10, 2021. No public comments were submitted during the hearing. The County Planning Commission voted 7-0 to recommend that the Board adopt the proposed ordinance. The Commission also recommended that the Board consider adopting a flat fee or no fee for applications to renew the annual sign permit for signs located in a public right-of-way. Staff intends to include the Commission's recommendation in a proposed fee schedule update that is tentatively scheduled for presentation to the Board in the near future.

### CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the proposed ordinance, then the zoning code will not allow directional signs and will not be updated to establish countywide sign standards.

### ATTACHMENTS

Ordinance 2022-03

County Planning Commission Staff Report

PowerPoint

ORDINANCE NO. 2022-03

SIGNS

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 88-6, deletes Chapter 88-8 and Chapter 88-9, and amends other provisions of the County Ordinance Code to regulate the construction, placement, display, and maintenance of signs in the unincorporated area of the County.

**SECTION II.** Chapter 88-6 of the County Ordinance Code is amended to read:

**Chapter 88-6  
SIGNS**

**Article 88-6.2  
General**

**88-6.202 Title.** This chapter is known and may be cited as the Sign Ordinance of Contra Costa County. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.204 Purposes and regulatory scope.** The purpose of this chapter is to regulate the construction, placement, display, and maintenance of signs in the unincorporated area of the County. Article 88-6.6 regulates signs placed or displayed on private property, or on land or facilities owned by public entities other than the County if the County exercises land use regulatory power over these lands or facilities. Article 88-6.8 regulates signs placed or displayed within a public right-of-way. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.206 Message neutrality.** It is the County’s policy and intent to regulate signs in a manner that is content-neutral and consistent with the United States and California Constitutions. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.208 Prospective regulation.** This chapter applies only to signs that are first constructed, placed, or displayed after the date this chapter takes effect. This section does not legalize signs that were originally constructed, placed, or displayed without full compliance with all then-applicable laws. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.210 Responsibility for compliance.** The responsibility for compliance with this chapter rests jointly and severally upon the sign owner, sign sponsor, all parties holding the present right

of possession and control of the property where the sign is located, and the legal owner of the lot, even if the sign was placed, constructed, or displayed without the owner's consent or knowledge. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.212 Definitions.** For purposes of this chapter, the following words and phrases have the following meanings:

- (a) "A-board" means a portable sign capable of standing without support or attachment.
- (b) "Animated sign" means a sign that displays visual images that change more often than one time in any 24-hour period, or images that move or appear to move, regardless of the method by which the visual change is effected. "Animated sign" does not include signs that merely display time, temperature, or other factual information that by its nature constantly changes.
- (c) "Directional sign" means a sign the directing persons to a place, structure, or activity.
- (d) "Freestanding sign" means a sign that is independently supported in a fixed location and not attached in any way to a building or structure.
- (e) "Frontage of a building" means a facade of a building where there is a public entrance and that faces either a public street, private road, or other public open place.
- (f) "Frontage of a lot" means a property line that is along the right-of-way of a public street or private road.
- (g) "Mobile sign" means a sign mounted on any type of device that is movable or capable of being moved by a vehicle.
- (h) "Monument sign" means a freestanding sign constructed upon a solid base or pedestal.
- (i) "Moving sign" means a sign that has actual or apparent moving, revolving, or rotating parts actuated by an electrical, mechanical, or other device or by wind current.
- (j) "Nonconforming sign" means a sign that was lawful before this chapter became effective, but that thereafter violates this chapter.
- (k) "Projecting sign" means a sign, other than a wall sign, that is suspended or supported by a building or wall and that projects from the building or wall.
- (l) "Right-of-way" has the meaning set forth in Section 82-4.260.
- (m) "Shingle sign" means a sign that is suspended below a canopy, overhang, or covered walkway.



- (n) “Sign” has the meaning set forth in Section 82-4.262.
- (o) “Temporary sign” means a sign constructed to be maintained for a period of limited duration, and that is neither permanently installed in the ground nor permanently affixed to a building or structure permanently installed in the ground.
- (p) “Wall sign” means a sign attached to, erected against, or painted upon a wall or a building or structure, the face of which is a single plane parallel to the plane of the wall.
- (q) “Window sign” means a sign maintained or painted on a window, not including a placard placed on or attached to a window. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.212 Sign area computed.**

- (a) The area of a sign is computed by including the maximum display surface that is visible from the ground, and excluding the structure supporting the sign unless the structure is designed as an integral component of the display. The area of a sign with multiple display surfaces is the sum of the display surface areas.
- (b) Notwithstanding subsection (a) of this section, if two display surfaces on the same sign are parallel and facing opposite directions, and the distance between the two surfaces is not more than two feet, then only the area of one of the two display surfaces is included in the computation of the sign’s area. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**Article 88-6.4  
Administration**

**88-6.402 Permit–required.** No person may construct, place, display, or maintain a sign in the unincorporated area of the County without first obtaining a permit, except as otherwise provided in this chapter. A separate sign permit is required for each sign, except as otherwise provided in this chapter. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.404 Changes to permitted signs–requirement for new or amended permit.**

- (a) If a permitted sign is modified, altered, or replaced, then a new or amended permit is required.
- (b) If any design element of a building or lot upon which a permitted sign is maintained is modified, altered, or replaced, and if the design element constituted a basis for the sign approval, then a new or amended permit is required.

- (c) If the physical structure of a permitted sign is changed, whether by repair, alteration, expansion, change in electrical supply, change in physical method of image presentation, change in dimension or weight, or similar factors, then a new or amended permit is required.
- (d) If only the copy or visual image on the display face of a sign is changed, a new or amended permit is not required. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.406 Application and fee.** An application for a sign permit must be made in writing on a form approved by the director and must be accompanied by the required fee, in an amount established by the board of supervisors in the department’s fee schedule. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.408 Permitting procedure.**

- (a) The zoning administrator will review all sign permit applications as provided in Section 26-2.1202.
- (b) A sign permit application will not be approved under any of the following circumstances.
  - (1) Violation of this chapter. No sign permit will be approved if an illegal sign is located in violation of this chapter on the lot of the proposed sign, unless the violation will be corrected as part of the requested permit.
  - (2) Other code violations. No sign permit will be approved if a code violation exists on the lot of the proposed sign, unless the violation will be corrected as part of the requested permit.
  - (3) Failure to obtain other permits or approvals. No sign permit will be approved if the applicant has not obtained all other applicable permits and approvals required by this code.
  - (4) Unpaid fee. No sign permit will be approved if the applicant has not paid the applicable permit fee.
- (c) If an applicant proposes two or more signs, the application may be granted either in whole or in part, with separate decisions as to each proposed sign. If an application is denied in whole or in part, the decision maker’s written notice of decision will specify the grounds for the denial. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.410 Findings required.** Before approving a sign permit application, the zoning administrator must find that the following conditions are met.

- (a) The sign complies with the applicable regulations in this chapter.
- (b) The non-communicative aspects of the sign are compatible with the property where the sign is located and the surrounding area. Examples of non-communicative aspects of a sign include the form, proportion, architectural scale in relation to other nearby buildings and structures, materials, surface treatment, and overall sign size.
- (c) The location of the sign will not impair the use of the property or conflict with the visibility, location, or arrangement of existing adjacent signs. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.412 Appeal.** The denial or approval of a sign permit may be appealed pursuant to Article 26-2.24. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.414 Nonconforming signs.** A nonconforming sign lawfully existing as of the effective date of this chapter may be continued in use without expansion or alteration until any of the following occur.

- (a) The sign is voluntarily removed or relocated.
- (b) The sign is damaged or destroyed in excess of 50 percent of its reasonable market value at the time of damage or destruction.
- (c) The property is developed or redeveloped with new structures or additions to existing structures, and the total area of new structures and additions exceeds 25 percent of the existing developed area.
- (d) The size or configuration of the lot where the sign is located is changed by a subdivision of the lot. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.416 Prohibited signs.**

- (a) No person may construct, place, display, or maintain a sign contrary to the provisions of this code.
- (b) No person may construct, place, display, or maintain a sign in violation of federal or state law, including but not limited to the Outdoor Advertising Act.
- (c) No person may construct, place, display, or maintain an animated sign, mobile sign, moving sign, A-board sign, or sign that flashes, blinks, or rotates.
- (d) No person may construct, place, display, or maintain a sign that is:

- (1) Dilapidated;
- (2) Portable;
- (3) Attached to a fence;
- (4) Painted on or attached to a parked vehicle for purpose of advertising to the passing public;
- (5) Painted on a wall, bench, structure, or building;
- (6) Constructed of cloth or other flexible material, except for flags attached to a flagpole;
- (7) Supported by exposed wires or cables;
- (8) Designed, placed, or oriented for freeway exposure; or
- (9) Designed with external neon lighting. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.418 Exempt signs.** The following signs are exempt from the permit requirement of this chapter.

- (a) A sign of a governmental agency located and maintained for the purpose of traffic safety, including a traffic sign or similar regulating device or warning device.
- (b) A sign required to be maintained by law or regulation. If a sign is required to be maintained by law or regulation but the sign area is not specified in the law or regulation, the sign area may not exceed ten square feet. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

### **Article 88-6.6 Signs on Private Property**

**88-6.602 Applicability.** This article applies to signs placed or displayed on private property in the unincorporated area of the County. This article also applies to signs placed or displayed on land or facilities owned by public entities other than the County if the County exercises land use regulatory power over these lands or facilities. This article does not apply to signs placed or displayed within a public right-of-way, which are regulated by Article 88-6.8. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.604 Owner's consent.** No sign may be placed on private property without the consent of the legal owner of the property. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.606 Exempt signs on private property.** The following signs, when located on private property, are exempt from the permit requirement of this chapter. This section does not exempt the following signs from any other applicable law or regulation, including but not limited to, building and zoning code requirements and traffic safety laws and regulations pertaining to sign locations.

- (a) One flagpole and three flags per lot. The flagpole may not exceed 25 feet in height or the highest point of the principal building on the lot, whichever is lower. The area of each flag on the flagpole may not exceed 15 square feet.
- (b) A sign that cannot be seen from a public street, private road, or adjacent property.
- (c) A temporary sign maintained for a period not to exceed 60 consecutive calendar days. The temporary sign may not exceed 12 square feet in area. The temporary sign may not exceed six feet in height.
- (d) One or more on-site commercial signs on a lot with a grower stand, farm stand, or farm market, as long as the sign or signs comply with Section 88-20.404. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.608 Land use districts.**

- (a) General. A sign that complies with the provisions of this chapter may be located in any land use district, except as otherwise specified in subsections (b), (c), or (d) of this section.
- (b) Single-family residential districts. No sign may be constructed, placed, displayed, or maintained on any lot in a single-family residential district (R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65, and R-100) or a water recreational district (F-1), or on a single-family residential lot in a planned unit district (P-1), except for an exempt sign under Section 88-6.418 or Section 88-6.606. This subsection does not apply to a lot where a non-residential use is approved by a land use permit.
- (c) Other residential districts. No sign may be constructed, placed, displayed, or maintained on any lot in a two-family residential district (D-1), in a multiple-family residential district (M-6, M-9, M-12, M-17, and M-29), or on a multiple-family residential lot in a planned unit district (P-1), except for the following:
  - (1) An exempt sign under Section 88-6.418 or Section 88-6.606;
  - (2) One or more freestanding signs or monument signs per lot that meet the requirements of Section 88-6.610; and
  - (3) One wall sign per lot that meets the requirements of Section 88-6.612.

This subsection does not apply to a lot where a non-residential use is approved by a land use permit.

- (d) No sign may be constructed, placed, displayed, or maintained on any lot in an agricultural district (A-2, A-3, A-4, A-20, A-40, and A-80), except for the following:
  - (1) An exempt sign under Section 88-6.418 or Section 88-6.606; and
  - (2) One or more freestanding signs or monument signs per lot that meet the requirements of Section 88-6.610. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.610 Freestanding signs and monument signs.** A freestanding sign or a monument sign must meet all of the following requirements.

- (a) **Area.** No freestanding sign or monument sign may have an area that exceeds one square foot for each 1,000 square feet of lot area. The maximum area of a freestanding sign or monument sign is 35 square feet. The maximum aggregate display area of all freestanding signs and monument signs located on a lot is 50 square feet.
- (b) **Height.** No portion of a freestanding sign or monument sign may be higher than the roof line of the principal building on the lot or 12 feet, whichever is lower.
- (c) **Display Surfaces.** No freestanding sign or monument sign may have more than two display surfaces. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.612 Attached signs.** A projecting, shingle, wall, or window sign must meet all of the following requirements.

- (a) **Area.**
  - (1) No projecting sign may have an area that exceeds five square feet.
  - (2) No shingle sign may have an area that exceeds five square feet.
  - (3) No wall sign may have an area that exceeds ten percent of the area of the wall on which it is placed, excluding the area of all other signs on the frontage of the building.
  - (4) No window sign may have an area that exceeds ten percent of the area of the window on which it is placed.
- (b) **Projections, heights.**

- (1) No sign or portion of a sign may be higher than the eaves, fascia, or parapet of the building to which it is attached.
- (2) No sign may project more than one foot from the wall of a building, except a shingle sign may project a maximum of six feet from the wall of a building.
- (3) No projecting sign may have a vertical clearance of less than eight feet between the ground and the bottom of the sign.
- (4) No shingle sign may have a vertical clearance of less than eight feet between the ground and the bottom of the sign.
- (5) No wall sign may exceed 15 feet in height above grade measured from the base of the wall. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.614 Location.** A sign may be located only on the frontage of a building, or on the frontage of a lot if not attached to a building on the lot. Signs may not be located on more than two frontages of any one building. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.616 Temporary Signs.**

- (a) A temporary sign may be located and maintained on a lot for sale for a period not to exceed 18 consecutive months or until the lot is sold once, whichever occurs first. No more than one temporary sign may be located on a lot for sale.
- (b) A temporary sign may be located and maintained at an entrance of a development that includes one or more lots for sale for a period not to exceed 18 consecutive months or until 30 days after all lots in the development are transferred once, whichever occurs first. No more than one temporary sign may be located at an entrance of a development that includes one or more lots for sale. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.618 Vehicles.** No sign may be attached to, supported by, or suspended from a vehicle parked on a street or lot, except a sign that is an integral part of the vehicle. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.620 Service stations.** In the case of any conflict between this chapter and state requirements for signs related to gasoline sales, the state requirements will govern. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.622 Illumination.** A sign permitted by this chapter may not be illuminated by artificial illumination unless expressly authorized by the sign permit. The zoning administrator may include conditions in the sign permit as to the time, intensity, direction, and quality of

illumination to mitigate any negative impacts of illumination. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.624 Vacant lots.** The aggregate sign display area of all signs located on a lot where no building exists may not exceed one and one-half square feet per 1,000 square feet of lot area. The maximum aggregate sign display area of all signs located on a lot where no building exists is 35 square feet. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.626 Signs within highway setback.** A sign placed or displayed within a highway setback, as described in Article 82-12.4, is subject to the same restrictions and requirements that apply to signs placed or displayed within a public right-of-way pursuant to Article 88-6.8. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.628 Master sign program.**

- (a) General. The zoning administrator may approve a comprehensive master sign program as part of a multi-tenant development or a development in a P-1 district. The objectives of a master sign program are to ensure: that the non-communicative aspects of all signs in a multi-tenant development or a P-1 district are compatible; and that adequate signs are provided to all current and prospective tenants within a multi-tenant development or a P-1 district.
- (b) Applicability. A master sign program applies to all tenants and buildings within a single development, whether the development is located on a single lot or on multiple lots.
- (c) Exceptions. A master sign program may authorize exceptions to the sign regulations specified in this article, including the number of signs, height, location, and sign area.
- (d) Prohibited. A master sign program may not be used to display sign types that are prohibited under this article.
- (e) Approval. If the zoning administrator approves exceptions to the sign regulations specified in this article, the zoning administrator must find that each exception will accomplish the objectives of this section. The zoning administrator may include conditions in the master sign program permit to mitigate any negative impacts attributed to the exceptions. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**Article 88-6.8**  
**Signs Within the Public Right-of-Way**

**88-6.802 Applicability.** This article applies to signs placed or displayed within a public right-of-way. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)



**88-6.804 Prohibited signs.** No person may place or display a sign within a public right-of-way unless the sign is specifically authorized under this chapter. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37; prior code §§ 8345-8380.601; Ords. 1781, 1009.)

**88-6.806 Encroachment permit.** No person may place or display a sign within a public right-of-way without both a permit under this chapter and an encroachment permit issued under Section 1002-2.008. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37; prior code §§ 8345-8380.601; Ords. 1781, 1009.)

**88-6.808 Exempt - bus shelter signs.** Signs placed or displayed on a structure within or on a right-of-way that is used solely as a bus shelter are exempt from the permit requirement of this chapter. This section does not exempt bus shelter signs from any other applicable law or regulation, including but not limited to, encroachment permit requirements. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37; prior code §§ 8345-8380.601; Ords. 1781, 1009.)

**88-6.810 Directional signs.** A freestanding directional sign may be placed within a public right-of-way. A freestanding directional sign must meet all of the following requirements.

- (a) Location. No directional sign may be located:
  - (1) Within 500 feet of another directional sign on the same public right-of-way and facing in the same direction;
  - (2) At an intersection that would result in more than one directional sign at any corner of the intersection;
  - (3) Within three feet of any curb where parking is allowed;
  - (4) Within six feet of a driveway or curbcut access ramp;
  - (5) In any bus stop zone;
  - (6) So that any part of the sign extends into any bus stop zone or sidewalk area;
  - (7) On any median;
  - (8) So as to conflict with any applicable sight distance or clear recovery zone standard in the California Department of Transportation Highway Design Manual; or
  - (9) Within any State right-of-way without State approval.
- (b) Area. No directional sign may have an area that exceeds 16 square feet.
- (c) Additional permit terms. All of the following terms and requirements are incorporated into all permits issued under this article:

- (1) The term of the permit is one year from the approval date, unless revoked earlier.
- (2) The permittee shall obtain and maintain during the term of the permit comprehensive general liability insurance, including coverage for owned and non-owned automobiles, within minimum combined single-limit coverage of \$2,000,000 for all claims and losses due to bodily injury or death to any person, or damage to property, including loss of use arising out of each accident or occurrence. The permittee shall name the County and its officers, agents, and employees as additional insureds under all policies held in connection with the permit. All coverage shall provide for 30 days' written notice to the County of cancellation or lapse in coverage. A certificate of insurance for the policy hereunder required, indicating the name and telephone number of the insurance agent most responsible for the insurance policy and evidencing such coverage, must be furnished to the County prior to the approval of the permit. If the permittee renews or amends existing insurance or acquires new insurance, the permittee shall provide an updated certificate to the County.
- (3) The permittee shall indemnify, defend, and hold harmless the County, its boards, commissions, officers, employees, and agents from any and all claims, costs, losses, actions, fees, liabilities, expenses, and damages arising from or related to the applicant's application for a sign permit, the County's discretionary approval of the sign, the County's actions pursuant to the California Environmental Quality Act and planning and zoning laws, and the construction, placement, display, or maintenance of the sign, regardless of when those liabilities accrue.
- (4) The permittee shall maintain and repair the sign or signs as required by the associated encroachment permit.
- (5) A sign may be removed by the County if necessary for maintenance activities or safety considerations.
- (6) A sign permit may be revoked by the County upon 90 days' notice, or at any time for safety considerations. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

## **Article 88-6.10**

### **Enforcement**

**88-6.1202 Removal of abandoned or unsafe signs.** An abandoned or unsafe sign that imperils the safety of persons or property, or a temporary sign that is not removed within the time prescribed by this chapter, may be summarily removed or abated by the County. The owner of the property and the person responsible for a sign are liable for the cost of removal. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.1204 Remedies.** The County may seek compliance with this chapter by any remedy allowed under this code, including, but not limited to, revocation, abatement, administrative fines, infraction citations, and any other remedy allowed by law. (Ords. 2022-03 § 2, 92-36, 77-110, 74-63, 70-37; prior code §§ 8345-8380.601; Ords. 1781, 1009.)

**SECTION III.** Section 26-2.2102 of the County Ordinance Code is amended to read:

**26-2.2102 Decisions without public hearing.** Unless otherwise required by this article, the zoning administrator may, without public hearing, decide applications for any of the following:

- (a) A variance permit pursuant to subsection (1) of Section 26-2.1204.
- (b) A minor subdivision pursuant to subsection (3) of Section 26-2.1204, including an application for improvement exceptions.
- (c) A small lot occupancy permit pursuant to subsection (c) of Section 82-10.002.
- (d) A wireless facility access permit pursuant to Chapter 88-24.
- (e) A short-term rental permit that does not meet one or more of the short-term rental regulations specified in Section 88-32.602.
- (f) An industrial hemp cultivation permit renewal pursuant to Section 88-34.412.
- (g) A sign permit pursuant to Chapter 88-6. (Ords. 2022-03 § 3, 2021-21 § 3, 2020-12 § 3, 2020-01 § 3, 2017-11 § 3, 2016-11 § 3, 2011-05 § 5, 95-51 § 3, 80-87 § 2; See Gov. C. § 65901.)

**SECTION IV.** Section 82-4.260 of the County Ordinance Code is amended to read:

**82-4.260 Right-of-way.** “Right-of-way,” also referred to as a “public right-of-way,” means all land or interest therein which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the use of the general public for road or highway purposes. (Ord. 2022-03 § 4.)

**SECTION V.** Section 82-4.262 of the County Ordinance Code is amended to read:

**82-4.262 Sign.** “Sign” means any structure, display, device, or graphic on or attached to any land, building, or structure, that communicates or intends to communicate any message, or that advertises or promotes any business, product, activity, person, or interest. (Ords. 2022-03 § 5, 1781, 1760, 1759, 1569, 1469; prior code § 8102(qq); Ords. 1269, 1264, 1224, 939, 933, 382.)

**SECTION VI.** Section 82-4.264 of the County Ordinance Code is amended to read:

**82-4.264 Sign Structure.** “Sign structure” means any structure the primary purpose of which is

to support a sign. (Ords. 2022-03 § 6, 1781, 1760, 1759, 1569, 1469: prior code § 8102(rr): Ords. 1269, 1264, 1224, 939, 933, 382.)

**SECTION VII.** Section 82-12.406 of the County Ordinance Code is amended to read:

**82-12.406 Signs.**

- (a) Prohibition. Except as otherwise provided in this section, no sign or sign structure may be constructed or maintained between the highway setback lines and the boundary line of any state highway or public road.
- (b) Exception. The prohibition in subsection (a) of this section does not apply to a sign or a sign structure constructed or placed in accordance with a sign permit issued under Chapter 88-6 of this code and an encroachment permit issued under Chapter 1002-2 of this code. (Ords. 2022-03 § 7, 93-30 § 3: prior code § 8111(c): Ord. 382.)

**SECTION VIII.** Section 1002-2.010 of the County Ordinance Code is amended to read:

**1002-2.010 Unacceptable permit applications; exception.**

- (a) Prohibition. No application will be accepted, nor any permit issued for constructing or maintaining a loading platform within or on the right-of-way; or for erecting, using, or maintaining a post, pole, column, or structure for the support of signs within or on the right-of-way; or for erecting, using, or maintaining signs which overhang the right-of-way. Any such encroachment is illegal.
- (b) Exception. Notwithstanding subsection (a) of this section, the following may be permitted within a right-of-way:
  - (1) A sign on a structure that is used solely as a bus shelter;
  - (2) A directional sign that complies with Chapter 88-6 of this code. (Ords. 2022-03 § 8, 93-30 § 6: Ord. 1669: prior code § 7504: Ord. 1000.)

**SECTION IX.** Section 84-50.402 of the County Ordinance Code is amended to read:

**84-50.402 Uses—Permitted.**

- (a) Uses permitted in the N-B district shall be those uses for the carrying on of a neighborhood business, which is the barter, sale or exchange, to the consumer, of goods and services necessary for the day-to-day maintenance of a family. Neighborhood business uses shall be maintained and conducted wholly within enclosed buildings, except that areas set aside for the temporary parking of patrons' vehicles need not be enclosed.

- (b) Permitted uses shall include the following and other of like character:
- (1) Bakery goods shops;
  - (2) Barber and beauty shops;
  - (3) Delicatessen shops;
  - (4) Drugstores;
  - (5) Grocery stores;
  - (6) Laundry and cleaning agencies and press shops;
  - (7) Meat markets;
  - (8) Variety stores;
  - (9) Shoe repair shops;
  - (10) Professional offices; and
  - (11) Real estate offices. (Ord. 2022-03 § 9: Ords. 1781, 1721, 1569: prior code § 8159(a): Ords. 937, 479.)

**SECTION X.** Section 84-50.404 of the County Ordinance Code is amended to read:

**84-50.404 Uses—Requiring land use permit.** In the N-B district, the following uses are permitted after the issuance of a land use permit:

- (1) Structure having three or more residential apartment units;
- (2) Gasoline service stations;
- (3) Reserved;
- (4) Where a road, having a right-of-way width of 55 feet or less, forms the common boundary between a district of this classification and a district of any residential classification, no access to property in the district of this classification adjacent to such common boundary shall be permitted to or from such road until a land use permit therefor has been obtained. The permit will be determined by the effects of traffic upon such a road occasioned by use within such district, the characteristics of the adjacent areas, traffic problems, pedestrian traffic, and other considerations found pertinent to the particular area concerned. (Ords. 2022-03 § 10, 67-27 § 1: Ords. 1781, 1721, 1569: prior code § 8159(b): Ords. 937, 479.)

**SECTION XI.** Section 82-52.402 of the County Ordinance Code is amended to read:

**84-52.402 Uses—Permitted.** Uses permitted in the R-B district shall be as follows:

- (1) The carrying on of a retail business as defined in Section 82-4.216 provided all the sales, demonstrations, displays, services and other activities of the retail business are conducted within an enclosed building, except that off-street parking shall be permitted;
- (2) All of the uses permitted in single-family and two-family residential districts together with the uses permitted in these districts after the granting of land use permits; and
- (3) Hotels and motels. (Ord. 2022-03 § 11: Ords. 2011, 1985, 1781, 1569: prior code § 8160(a): Ords. 1046, 556, 382.)

**SECTION XII.** Section 82-52.404 of the County Ordinance Code is amended to read:

**84-52.404 Uses—Requiring a land use permit.** In the R-B district the following uses are permitted after the issuance of a land use permit:

- (1) Lumber yard;
- (2) Cabinet shop;
- (3) Sheet metal shop;
- (4) Animal hospital;
- (5) Commercial dog kennel;
- (6) Hobby dog kennel;
- (7) Auto garage which includes body repair and painting;
- (8) Building contractor's yard;
- (9) Structures having three or more residential apartment units. Minimum off-street parking requirements for apartment units shall be as required in Section 84-24.1202;
- (10) Other retail businesses where the sales, demonstrations, displays, services and other activities, or some of them, are conducted other than in an enclosed building;

- (11) Reserved;
- (12) Reserved;
- (13) Where a road, having a right-of way width of 55 feet or less, forms the common boundary between a district of this classification and a district of any residential classification, no access to property in the district of this classification adjacent to such common boundary shall be permitted to or from such road until a land use permit therefor has been obtained. The permit will be determined by the effects of traffic upon such a road occasioned by use within such district, the characteristics of the adjacent areas, traffic problems, pedestrian traffic, and other considerations found pertinent to the particular area concerned;
- (14) A manufacturing research use which is to be established in an existing fully enclosed building where no alterations, or a minimum amount of alterations, would be required to accommodate such use; and which wholly involves products of small bulk; and which meets the following standards:
  - (A) No smoke of any kind shall be permitted.
  - (B) No odors created by any industrial or processing operation shall be perceptible at the property site boundaries.
  - (C) No discharge into the air of any dust, dirt or particular matter, created by any industrial operation or emanating from any products prior to or subsequent to processing shall be permitted.
  - (D) No corrosive, obnoxious or toxic fumes or gases shall be permitted.
  - (E) No heat or glare shall be perceptible at any point beyond the subject boundaries.
  - (F) No manufacturing, processing or laboratory research shall be permitted which would create or establish an unusually special or dangerous fire or safety hazard to surrounding properties.
  - (G) No ground vibrations shall be perceptible at the property site boundaries.
  - (H) No emanation of noise exceeding seventy decibels at the boundaries of the property shall be permitted.
  - (I) All manufacturing, processing or research operations shall be conducted within enclosed buildings.

- (J) All open storage areas shall be screened by solid walls, fences or adequate plantings of not less than six feet in height and in no case shall materials be stacked or stored higher than the screen.
- (15) Single room occupancy facilities that meet the requirements of Chapter 82-48;
- (16) Commercial cannabis activities that meet the requirements of Chapter 88-28. (Ords. 2022-03 § 12, 2018-18 § 5, 2014-11 § 6, 68-52 § 2, 67-39 § 6, 67-27 § 1: Ords. 2011, 1985, 1781, 1569: prior code § 8160(b): Ords. 1046, 556, 382.)

**SECTION XIII.** Section 84-54.402 of the County Ordinance Code is amended to read:

**84-54.402 Uses allowed.** The following uses are allowed in C districts:

- (1) All types of wholesale businesses, warehouses, freight terminals, trucking yards, lumberyards, cabinet shops, sheet metal shops, auto repair garages, contractor's yards, and uses allowed in single-family and two-family residential districts without or with a land use permit;
- (2) Uses allowed in N-B and R-B districts;
- (3) Animal hospitals;
- (4) Commercial dog kennels;
- (5) Reserved;
- (6) Emergency shelters that meet the requirements of Chapter 82-46. (Ords. 2022-03 § 13, 2014-11 § 7, 76-36 § 4: Ords. 1781 § 8, 1569 § 20: prior code § 8161(a): Ords. 1046 § 3, 697 § 2, 382 § 4D.)

**SECTION XIV.** Section 84-54.404 of the County Ordinance Code is amended to read:

**84-54.404 Uses—Requiring land use permit.** In the C district the following uses are permitted after the issuance of a land use permit:

- (1) Transit-mix plants;
- (2) Motels;
- (3) Hotels;
- (4) Structures having three or more residential apartment units. Minimum off-street parking requirements for apartment units shall be as required in Section 84-24.1202;



- (5) Reserved;
- (6) Reserved;
- (7) Where a road, having a right-of-way width of 55 feet or less, forms the common boundary between a district of this classification and a district of any residential classification, no access to property in the district of this classification adjacent to such common boundary shall be permitted to or from such road until a land use permit therefor has been obtained. The permit will be determined by the effects of traffic upon such a road occasioned by use within such district, the characteristics of the adjacent areas, traffic problems, pedestrian traffic, and other considerations found pertinent to the particular area concerned.
- (8) Commercial cannabis activities that meet the requirements of Chapter 88-28. (Ords. 2022-03 § 14, 2018-18 § 5, 67-39 § 3, 67-27 § 1: Ords. 2011, 1984, 1781, 1569: prior code § 8161(b): Ords. 1046, 382.)

**SECTION XV.** Article 84-56.14 of the County Ordinance Code is deleted in its entirety.

**SECTION XVI.** Section 84-60.404 of the County Ordinance Code is amended to read:

**84-60.404 Uses—Requiring land use permit.** Uses requiring a permit in the W-3 district shall be as follows:

- (1) Any land use not recognized as an industrial manufacturing or processing use except that the following are prohibited: Single-family residential, multiple family residential and mobilehome parks;
- (2) Reserved;
- (3) Land within the W-3 district which is also within 250 feet, exclusive of any public right-of-way areas, of any other land use district boundary, other than an H-I, L-I, or U district, shall be subject to review and approval, only as to that portion of the parcel within the 250 feet, by the planning commission as to the location of land uses and site development for any authorized use so as to provide protection for and development compatible to adjacent land use districts. (Ords. 2022-03 § 16, 67-58 § 1 (part), 1967: prior code § 8163.1(b).)

**SECTION XVII.** Chapter 88-8 of the County Ordinance Code is deleted in its entirety.

**SECTION XVIII.** Chapter 88-9 of the County Ordinance Code is deleted in its entirety.

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**SECTION XIX. 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. 2022-03 Signs.wpd



# Department of Conservation and Development

## County Planning Commission

Wednesday, November 10, 2021 – 6:30 P.M.

### STAFF REPORT

Agenda Item # \_\_\_\_\_

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<b>Project Title:</b>	Zoning Code Text Amendment Related to Signs
<b>County File(s):</b>	ZT19-0002
<b>Applicant:</b>	Contra Costa County
<b>Owner:</b>	Contra Costa County
<b>General Plan/Zoning:</b>	Countywide
<b>Site Address/Location:</b>	Countywide
<b>California Environmental Quality Act (CEQA) Status:</b>	The project is exempt under Section 15061(b)(3). The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that the project may have a significant effect on the environment.
<b>Project Planner:</b>	Jennifer Cruz, Principal Planner (925) 655-2867 <a href="mailto:Jennifer.Cruz@dcd.cccounty.us">Jennifer.Cruz@dcd.cccounty.us</a>
<b>Staff Recommendation:</b>	Approve (See Section II for complete recommendation)

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### **I. PROJECT SUMMARY**

This is a hearing on a County-initiated Zoning Text Amendment that amends Chapter 88-6, deletes Chapter 88-8 and Chapter 88-9, and amends other provisions of the County Ordinance Code to regulate the construction, placement, display, and maintenance of signs in the unincorporated area of the County.

## **II. RECOMMENDATION**

Staff recommends that the County Planning Commission:

1. OPEN the public hearing on the proposed zoning text amendment; RECEIVE testimony; and CLOSE the public hearing.
2. ADOPT a motion recommending that the Board of Supervisors take the following actions:
  - A. FIND that the proposed zoning text amendment is consistent with the County General Plan.
  - B. ADOPT the proposed zoning text amendment to regulate the construction, placement, display, and maintenance of signs in the unincorporated area of the County.
  - C. DETERMINE that the proposed zoning text amendment is exempt from CEQA under CEQA Guidelines Sections 15061(b)(3) (common sense exemption).
  - D. Direct staff to file a Notice of Exemption with the County Clerk.

## **III. BACKGROUND**

On February 4, 2020, the Board of Supervisors accepted a report on "Recommendations on Reforming Agricultural Land Use Policies in Contra Costa County To Improve Both Economic Vitality and Sustainability" and directed staff to take the actions necessary to further evaluate and implement the recommendations in the report. There are 18 recommendations in the report. One of the recommendations is to update the County's sign regulations to allow directional signs in a public right-of-way to direct people to U-pick operations on agricultural lands in the County.

There are currently three separate chapters (Chapter 88-6, Chapter 88-8 and Chapter 88-9) in the County's Zoning Code that regulate signs. The current regulations were adopted in the mid-1960s and the mid-1970s and have not been recently updated. In addition to authorizing directional signs in a public right-of-way, the proposed ordinance would update the County's sign regulations to conform with the body of sign law that has developed in recent years to require that sign regulations comply with the First Amendment and other constitutional principles. The ordinance conforms with the County's policy and intent to regulate signs in a manner

that is content-neutral and consistent with the United States and California Constitutions.

#### **IV. PROPOSED ZONING TEXT AMENDMENTS**

##### **A. Deletion of Chapter 88-8 and Chapter 88-9**

The proposed zoning text amendment would delete Chapter 88-8, the Sign Control Combining District. There are currently no parcels in the County that are located within the Sign Control Combining District. This chapter was adopted in the early 1970s and is obsolete. The proposed zoning text amendment would also delete Chapter 88-9, the S2 Sign Control Combining District. The S2 Combining District includes parcels that are located within the Alamo Plaza Shopping Center on Stone Valley Road and Danville Boulevard in Alamo and directly east and directly south of the shopping center. Chapter 88-9 was adopted in the mid-1970s. The sign standards from the S2 Combining District would continue to apply to existing signs established under the S2 Combining District standards, but newly established signs would be subject to the countywide sign standards of amended Chapter 88-6.

##### **B. Amendment of Chapter 88-6 and Other Provisions of the County Ordinance Code**

Chapter 88-6 (currently Outdoor Advertising) was adopted in the mid-1960s. The proposed zoning text amendment would update Chapter 88-6. Article 88-6.6 regulates signs placed or displayed on private property, or on land or facilities owned by public entities other than the County if the County exercises land use regulatory power over these lands or facilities. Article 88-6.8 regulates signs placed or displayed within a public right-of-way. The proposed sign standards in amended Chapter 88-6 would regulate signs in a manner that is content-neutral and consistent with the United States and California Constitutions.

The proposed countywide sign standards would require that a person must obtain a sign permit before they construct, place, display, or maintain a non-exempt sign in the unincorporated area of the County. A sign permit would be processed by the zoning administrator under the administrative decision procedure found in Article 26-2.21 of the County Ordinance Code. If, after notice of a pending sign application is provided to nearby property owners, no request for a hearing is submitted to the Department, the zoning administrator

may issue a sign permit administratively without a public hearing.

The zoning text amendment will also amend other provisions of the County Ordinance Code to remove conflicting sign regulations and revise definitions related to sign regulation. The zoning text amendment would also amend provisions in the Code related to encroachment permits to allow for directional signs in a public right-of-way. Additional permit requirements are included for signs in a public right-of-way to protect the health and safety of persons in the County.

Signs are currently allowed in various General Plan land use designations, as an ancillary use. The proposed zoning text amendment to allow directional signs and update the sign regulations to conform to the body of sign law developed in recent years would not conflict with the Goals and Policies of the County's General Plan.

## **V. CONCLUSION**

The proposed zoning text amendments related to signs would delete Chapter 88-8 and Chapter 88-9. The proposed zoning text amendments would also update the existing Chapter 88-6 and would allow directional signs within the public right-of-way. The proposed countywide sign regulations would provide a comprehensive sign permitting procedure and provide standards for the construction, placement, display, and maintenance of signs in the unincorporated area of the County. Accordingly, Staff recommends that the Commission adopt a motion recommending that the Board of Supervisors approve the proposed zoning text amendment.

### Attachments:

- Draft Sign Ordinance

ORDINANCE NO. 2021- \_\_\_\_\_ **DRAFT**

**SIGNS**

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 88-6, deletes Chapter 88-8 and Chapter 88-9, and amends other provisions of the County Ordinance Code to regulate the construction, placement, display, and maintenance of signs in the unincorporated area of the County.

**SECTION II.** Chapter 88-6 of the County Ordinance Code is amended to read:

**Chapter 88-6**  
**SIGNS**

**Article 88-6.2**  
**General**

**88-6.202 Title.** This chapter is known and may be cited as the Sign Ordinance of Contra Costa County. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.204 Purposes and regulatory scope.** The purpose of this chapter is to regulate the construction, placement, display, and maintenance of signs in the unincorporated area of the County. Article 88-6.6 regulates signs placed or displayed on private property, or on land or facilities owned by public entities other than the County if the County exercises land use regulatory power over these lands or facilities. Article 88-6.8 regulates signs placed or displayed within a public right-of-way. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.206 Message neutrality.** It is the County’s policy and intent to regulate signs in a manner that is content-neutral and consistent with the United States and California Constitutions. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.208 Prospective regulation.** This chapter applies only to signs that are first constructed, placed, or displayed after the date this chapter takes effect. This section does not legalize signs that were originally constructed, placed, or displayed without full compliance with all then-applicable laws. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.210 Responsibility for compliance.** The responsibility for compliance with this chapter rests jointly and severally upon the sign owner, sign sponsor, all parties holding the present right

of possession and control of the property where the sign is located, and the legal owner of the lot, even if the sign was placed, constructed, or displayed without the owner’s consent or knowledge. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37; prior code §§ 8345-8380.601; Ords. 1781, 1009.)

**88-6.212 Definitions.** For purposes of this chapter, the following words and phrases have the following meanings:

- (a) “A-board” means a portable sign capable of standing without support or attachment.
- (b) “Animated sign” means a sign that displays visual images that change more often than one time in any 24-hour period, or images that move or appear to move, regardless of the method by which the visual change is effected. “Animated sign” does not include signs that merely display time, temperature, or other factual information that by its nature constantly changes.
- (c) “Directional sign” means a sign the directing persons to a place, structure, or activity.
- (d) “Freestanding sign” means a sign that is independently supported in a fixed location and not attached in any way to a building or structure.
- (e) “Frontage of a building” means a facade of a building where there is a public entrance and that faces either a public street, private road, or other public open place.
- (f) “Frontage of a lot” means a property line that is along the right-of-way of a public street or private road.
- (g) “Mobile sign” means a sign mounted on any type of device that is movable or capable of being moved by a vehicle.
- (h) “Monument sign” means a freestanding sign constructed upon a solid base or pedestal.
- (i) “Moving sign” means a sign that has actual or apparent moving, revolving, or rotating parts actuated by an electrical, mechanical, or other device or by wind current.
- (j) “Nonconforming sign” means a sign that was lawful before this chapter became effective, but that thereafter violates this chapter.
- (k) “Projecting sign” means a sign, other than a wall sign, that is suspended or supported by a building or wall and that projects from the building or wall.
- (l) “Right-of-way” has the meaning set forth in Section 82-4.260.
- (m) “Shingle sign” means a sign that is suspended below a canopy, overhang, or covered walkway.



- (n) “Sign” has the meaning set forth in Section 82-4.262.
- (o) “Temporary sign” means a sign constructed to be maintained for a period of limited duration, and that is neither permanently installed in the ground nor permanently affixed to a building or structure permanently installed in the ground.
- (p) “Wall sign” means a sign attached to, erected against, or painted upon a wall or a building or structure, the face of which is a single plane parallel to the plane of the wall.
- (q) “Window sign” means a sign maintained or painted on a window, not including a placard placed on or attached to a window. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.212 Sign area computed.**

- (a) The area of a sign is computed by including the maximum display surface that is visible from the ground, and excluding the structure supporting the sign unless the structure is designed as an integral component of the display. The area of a sign with multiple display surfaces is the sum of the display surface areas.
- (b) Notwithstanding subsection (a) of this section, if two display surfaces on the same sign are parallel and facing opposite directions, and the distance between the two surfaces is not more than two feet, then only the area of one of the two display surfaces is included in the computation of the sign’s area. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**Article 88-6.4  
Administration**

**88-6.402 Permit–required.** No person may construct, place, display, or maintain a sign in the unincorporated area of the County without first obtaining a permit, except as otherwise provided in this chapter. A separate sign permit is required for each sign, except as otherwise provided in this chapter. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.404 Changes to permitted signs–requirement for new or amended permit.**

- (a) If a permitted sign is modified, altered, or replaced, then a new or amended permit is required.
- (b) If any design element of a building or lot upon which a permitted sign is maintained is modified, altered, or replaced, and if the design element constituted a basis for the sign approval, then a new or amended permit is required.

- (c) If the physical structure of a permitted sign is changed, whether by repair, alteration, expansion, change in electrical supply, change in physical method of image presentation, change in dimension or weight, or similar factors, then a new or amended permit is required.
- (d) If only the copy or visual image on the display face of a sign is changed, a new or amended permit is not required. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.406 Application and fee.** An application for a sign permit must be made in writing on a form approved by the director and must be accompanied by the required fee, in an amount established by the board of supervisors in the department’s fee schedule. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.408 Permitting procedure.**

- (a) The zoning administrator will review all sign permit applications as provided in Section 26-2.1202.
- (b) A sign permit application will not be approved under any of the following circumstances.
  - (1) Violation of this chapter. No sign permit will be approved if an illegal sign is located in violation of this chapter on the lot of the proposed sign, unless the violation will be corrected as part of the requested permit.
  - (2) Other code violations. No sign permit will be approved if a code violation exists on the lot of the proposed sign, unless the violation will be corrected as part of the requested permit.
  - (3) Failure to obtain other permits or approvals. No sign permit will be approved if the applicant has not obtained all other applicable permits and approvals required by this code.
  - (4) Unpaid fee. No sign permit will be approved if the applicant has not paid the applicable permit fee.
- (c) If an applicant proposes two or more signs, the application may be granted either in whole or in part, with separate decisions as to each proposed sign. If an application is denied in whole or in part, the decision maker’s written notice of decision will specify the grounds for the denial. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.410 Findings required.** Before approving a sign permit application, the zoning administrator must find that the following conditions are met.

- (a) The sign complies with the applicable regulations in this chapter.
- (b) The non-communicative aspects of the sign are compatible with the property where the sign is located and the surrounding area. Examples of non-communicative aspects of a sign include the form, proportion, architectural scale in relation to other nearby buildings and structures, materials, surface treatment, and overall sign size.
- (c) The location of the sign will not impair the use of the property or conflict with the visibility, location, or arrangement of existing adjacent signs. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.412 Appeal.** The denial or approval of a sign permit may be appealed pursuant to Article 26-2.24. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.414 Nonconforming signs.** A nonconforming sign lawfully existing as of the effective date of this chapter may be continued in use without expansion or alteration until any of the following occur.

- (a) The sign is voluntarily removed or relocated.
- (b) The sign is damaged or destroyed in excess of 50 percent of its reasonable market value at the time of damage or destruction.
- (c) The property is developed or redeveloped with new structures or additions to existing structures, and the total area of new structures and additions exceeds 25 percent of the existing developed area.
- (d) The size or configuration of the lot where the sign is located is changed by a subdivision of the lot. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.416 Prohibited signs.**

- (a) No person may construct, place, display, or maintain a sign contrary to the provisions of this code.
- (b) No person may construct, place, display, or maintain a sign in violation of federal or state law, including but not limited to the Outdoor Advertising Act.
- (c) No person may construct, place, display, or maintain an animated sign, mobile sign, moving sign, A-board sign, or sign that flashes, blinks, or rotates.
- (d) No person may construct, place, display, or maintain a sign that is:

- (1) Dilapidated;
- (2) Portable;
- (3) Attached to a fence;
- (4) Painted on or attached to a parked vehicle for purpose of advertising to the passing public;
- (5) Painted on a wall, bench, structure, or building;
- (6) Constructed of cloth or other flexible material, except for flags attached to a flagpole;
- (7) Supported by exposed wires or cables;
- (8) Designed, placed, or oriented for freeway exposure; or
- (9) Designed with external neon lighting. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.418 Exempt signs.** The following signs are exempt from the permit requirement of this chapter.

- (a) A sign of a governmental agency located and maintained for the purpose of traffic safety, including a traffic sign or similar regulating device or warning device.
- (b) A sign required to be maintained by law or regulation. If a sign is required to be maintained by law or regulation but the sign area is not specified in the law or regulation, the sign area may not exceed ten square feet. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

### **Article 88-6.6 Signs on Private Property**

**88-6.602 Applicability.** This article applies to signs placed or displayed on private property in the unincorporated area of the County. This article also applies to signs placed or displayed on land or facilities owned by public entities other than the County if the County exercises land use regulatory power over these lands or facilities. This article does not apply to signs placed or displayed within a public right-of-way, which are regulated by Article 88-6.8. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.604 Owner's consent.** No sign may be placed on private property without the consent of the legal owner of the property. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.606 Exempt signs on private property.** The following signs, when located on private property, are exempt from the permit requirement of this chapter. This section does not exempt the following signs from any other applicable law or regulation, including but not limited to, building and zoning code requirements and traffic safety laws and regulations pertaining to sign locations.

- (a) One flagpole and three flags per lot. The flagpole may not exceed 25 feet in height or the highest point of the principal building on the lot, whichever is lower. The area of each flag on the flagpole may not exceed 15 square feet.
- (b) A sign that cannot be seen from a public street, private road, or adjacent property.
- (c) A temporary sign maintained for a period not to exceed 60 consecutive calendar days. The temporary sign may not exceed 12 square feet in area. The temporary sign may not exceed six feet in height.
- (d) One or more on-site commercial signs on a lot with a grower stand, farm stand, or farm market, as long as the sign or signs comply with Section 88-20.404. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.608 Land use districts.**

- (a) General. A sign that complies with the provisions of this chapter may be located in any land use district, except as otherwise specified in subsections (b), (c), or (d) of this section.
- (b) Single-family residential districts. No sign may be constructed, placed, displayed, or maintained on any lot in a single-family residential district (R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65, and R-100) or a water recreational district (F-1), or on a single-family residential lot in a planned unit district (P-1), except for an exempt sign under Section 88-6.418 or Section 88-6.606. This subsection does not apply to a lot where a non-residential use is approved by a land use permit.
- (c) Other residential districts. No sign may be constructed, placed, displayed, or maintained on any lot in a two-family residential district (D-1), in a multiple-family residential district (M-6, M-9, M-12, M-17, and M-29), or on a multiple-family residential lot in a planned unit district (P-1), except for the following:
  - (1) An exempt sign under Section 88-6.418 or Section 88-6.606;
  - (2) One or more freestanding signs or monument signs per lot that meet the requirements of Section 88-6.610; and
  - (3) One wall sign per lot that meets the requirements of Section 88-6.612.

This subsection does not apply to a lot where a non-residential use is approved by a land use permit.

- (d) No sign may be constructed, placed, displayed, or maintained on any lot in an agricultural district (A-2, A-3, A-4, A-20, A-40, and A-80), except for the following:
  - (1) An exempt sign under Section 88-6.418 or Section 88-6.606; and
  - (2) One or more freestanding signs or monument signs per lot that meet the requirements of Section 88-6.610. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.610 Freestanding signs and monument signs.** A freestanding sign or a monument sign must meet all of the following requirements.

- (a) **Area.** No freestanding sign or monument sign may have an area that exceeds one square foot for each 1,000 square feet of lot area. The maximum area of a freestanding sign or monument sign is 35 square feet. The maximum aggregate display area of all freestanding signs and monument signs located on a lot is 50 square feet.
- (b) **Height.** No portion of a freestanding sign or monument sign may be higher than the roof line of the principal building on the lot or 12 feet, whichever is lower.
- (c) **Display Surfaces.** No freestanding sign or monument sign may have more than two display surfaces. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.612 Attached signs.** A projecting, shingle, wall, or window sign must meet all of the following requirements.

- (a) **Area.**
  - (1) No projecting sign may have an area that exceeds five square feet.
  - (2) No shingle sign may have an area that exceeds five square feet.
  - (3) No wall sign may have an area that exceeds ten percent of the area of the wall on which it is placed, excluding the area of all other signs on the frontage of the building.
  - (4) No window sign may have an area that exceeds ten percent of the area of the window on which it is placed.
- (b) **Projections, heights.**

- (1) No sign or portion of a sign may be higher than the eaves, fascia, or parapet of the building to which it is attached.
- (2) No sign may project more than one foot from the wall of a building, except a shingle sign may project a maximum of six feet from the wall of a building.
- (3) No projecting sign may have a vertical clearance of less than eight feet between the ground and the bottom of the sign.
- (4) No shingle sign may have a vertical clearance of less than eight feet between the ground and the bottom of the sign.
- (5) No wall sign may exceed 15 feet in height above grade measured from the base of the wall. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.614 Location.** A sign may be located only on the frontage of a building, or on the frontage of a lot if not attached to a building on the lot. Signs may not be located on more than two frontages of any one building. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.616 Temporary Signs.**

- (a) A temporary sign may be located and maintained on a lot for sale for a period not to exceed 18 consecutive months or until the lot is sold once, whichever occurs first. No more than one temporary sign may be located on a lot for sale.
- (b) A temporary sign may be located and maintained at an entrance of a development that includes one or more lots for sale for a period not to exceed 18 consecutive months or until 30 days after all lots in the development are transferred once, whichever occurs first. No more than one temporary sign may be located at an entrance of a development that includes one or more lots for sale. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.618 Vehicles.** No sign may be attached to, supported by, or suspended from a vehicle parked on a street or lot, except a sign that is an integral part of the vehicle. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.620 Service stations.** In the case of any conflict between this chapter and state requirements for signs related to gasoline sales, the state requirements will govern. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.622 Illumination.** A sign permitted by this chapter may not be illuminated by artificial illumination unless expressly authorized by the sign permit. The zoning administrator may include conditions in the sign permit as to the time, intensity, direction, and quality of

illumination to mitigate any negative impacts of illumination. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.624 Vacant lots.** The aggregate sign display area of all signs located on a lot where no building exists may not exceed one and one-half square feet per 1,000 square feet of lot area. The maximum aggregate sign display area of all signs located on a lot where no building exists is 35 square feet. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.626 Signs within highway setback.** A sign placed or displayed within a highway setback, as described in Article 82-12.4, is subject to the same restrictions and requirements that apply to signs placed or displayed within a public right-of-way pursuant to Article 88-6.8. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.628 Master sign program.**

- (a) General. The zoning administrator may approve a comprehensive master sign program as part of a multi-tenant development or a development in a P-1 district. The objectives of a master sign program are to ensure: that the non-communicative aspects of all signs in a multi-tenant development or a P-1 district are compatible; and that adequate signs are provided to all current and prospective tenants within a multi-tenant development or a P-1 district.
- (b) Applicability. A master sign program applies to all tenants and buildings within a single development, whether the development is located on a single lot or on multiple lots.
- (c) Exceptions. A master sign program may authorize exceptions to the sign regulations specified in this article, including the number of signs, height, location, and sign area.
- (d) Prohibited. A master sign program may not be used to display sign types that are prohibited under this article.
- (e) Approval. If the zoning administrator approves exceptions to the sign regulations specified in this article, the zoning administrator must find that each exception will accomplish the objectives of this section. The zoning administrator may include conditions in the master sign program permit to mitigate any negative impacts attributed to the exceptions. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**Article 88-6.8**  
**Signs Within the Public Right-of-Way**

**88-6.802 Applicability.** This article applies to signs placed or displayed within a public right-of-way. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)



**88-6.804 Prohibited signs.** No person may place or display a sign within a public right-of-way unless the sign is specifically authorized under this chapter. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37; prior code §§ 8345-8380.601; Ords. 1781, 1009.)

**88-6.806 Encroachment permit.** No person may place or display a sign within a public right-of-way without both a permit under this chapter and an encroachment permit issued under Section 1002-2.008. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37; prior code §§ 8345-8380.601; Ords. 1781, 1009.)

**88-6.808 Exempt - bus shelter signs.** Signs placed or displayed on a structure within or on a right-of-way that is used solely as a bus shelter are exempt from the permit requirement of this chapter. This section does not exempt bus shelter signs from any other applicable law or regulation, including but not limited to, encroachment permit requirements. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37; prior code §§ 8345-8380.601; Ords. 1781, 1009.)

**88-6.810 Directional signs.** A freestanding directional sign may be placed within a public right-of-way. A freestanding directional sign must meet all of the following requirements.

- (a) Location. No directional sign may be located:
  - (1) Within 500 feet of another directional sign on the same public right-of-way and facing in the same direction;
  - (2) At an intersection that would result in more than one directional sign at any corner of the intersection;
  - (3) Within three feet of any curb where parking is allowed;
  - (4) Within six feet of a driveway or curbcut access ramp;
  - (5) In any bus stop zone;
  - (6) So that any part of the sign extends into any bus stop zone or sidewalk area;
  - (7) On any median;
  - (8) So as to conflict with any applicable sight distance or clear recovery zone standard in the California Department of Transportation Highway Design Manual; or
  - (9) Within any State right-of-way without State approval.
- (b) Area. No directional sign may have an area that exceeds 16 square feet.
- (c) Additional permit terms. All of the following terms and requirements are incorporated into all permits issued under this article:

- (1) The term of the permit is one year from the approval date, unless revoked earlier.
- (2) The permittee shall obtain and maintain during the term of the permit comprehensive general liability insurance, including coverage for owned and non-owned automobiles, within minimum combined single-limit coverage of \$2,000,000 for all claims and losses due to bodily injury or death to any person, or damage to property, including loss of use arising out of each accident or occurrence. The permittee shall name the County and its officers, agents, and employees as additional insureds under all policies held in connection with the permit. All coverage shall provide for 30 days' written notice to the County of cancellation or lapse in coverage. A certificate of insurance for the policy hereunder required, indicating the name and telephone number of the insurance agent most responsible for the insurance policy and evidencing such coverage, must be furnished to the County prior to the approval of the permit. If the permittee renews or amends existing insurance or acquires new insurance, the permittee shall provide an updated certificate to the County.
- (3) The permittee shall indemnify, defend, and hold harmless the County, its boards, commissions, officers, employees, and agents from any and all claims, costs, losses, actions, fees, liabilities, expenses, and damages arising from or related to the applicant's application for a sign permit, the County's discretionary approval of the sign, the County's actions pursuant to the California Environmental Quality Act and planning and zoning laws, and the construction, placement, display, or maintenance of the sign, regardless of when those liabilities accrue.
- (4) The permittee shall maintain and repair the sign or signs as required by the associated encroachment permit.
- (5) A sign may be removed by the County if necessary for maintenance activities or safety considerations.
- (6) A sign permit may be revoked by the County upon 90 days' notice, or at any time for safety considerations. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

## **Article 88-6.10**

### **Enforcement**

**88-6.1202 Removal of abandoned or unsafe signs.** An abandoned or unsafe sign that imperils the safety of persons or property, or a temporary sign that is not removed within the time prescribed by this chapter, may be summarily removed or abated by the County. The owner of the property and the person responsible for a sign are liable for the cost of removal. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37: prior code §§ 8345-8380.601: Ords. 1781, 1009.)

**88-6.1204 Remedies.** The County may seek compliance with this chapter by any remedy allowed under this code, including, but not limited to, revocation, abatement, administrative fines, infraction citations, and any other remedy allowed by law. (Ords. 2021-XX § 2, 92-36, 77-110, 74-63, 70-37; prior code §§ 8345-8380.601; Ords. 1781, 1009.)

**SECTION III.** Section 26-2.2102 of the County Ordinance Code is amended to read:

**26-2.2102 Decisions without public hearing.** Unless otherwise required by this article, the zoning administrator may, without public hearing, decide applications for any of the following:

- (a) A variance permit pursuant to subsection (1) of Section 26-2.1204.
- (b) A minor subdivision pursuant to subsection (3) of Section 26-2.1204, including an application for improvement exceptions.
- (c) A small lot occupancy permit pursuant to subsection (c) of Section 82-10.002.
- (d) A wireless facility access permit pursuant to Chapter 88-24.
- (e) A short-term rental permit that does not meet one or more of the short-term rental regulations specified in Section 88-32.602.
- (f) An industrial hemp cultivation permit renewal pursuant to Section 88-34.412.
- (g) A sign permit pursuant to Chapter 88-6. (Ords. 2021-XX § 3, 2021-21 § 3, 2020-12 § 3, 2020-01 § 3, 2017-11 § 3, 2016-11 § 3, 2011-05 § 5, 95-51 § 3, 80-87 § 2; See Gov. C. § 65901.)

**SECTION IV.** Section 82-4.260 of the County Ordinance Code is amended to read:

**82-4.260 Right-of-way.** “Right-of-way,” also referred to as a “public right-of-way,” means all land or interest therein which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the use of the general public for road or highway purposes. (Ord. 2021-XX § 4.)

**SECTION V.** Section 82-4.262 of the County Ordinance Code is amended to read:

**82-4.262 Sign.** “Sign” means any structure, display, device, or graphic on or attached to any land, building, or structure, that communicates or intends to communicate any message, or that advertises or promotes any business, product, activity, person, or interest. (Ords. 2021-XX § 5, 1781, 1760, 1759, 1569, 1469; prior code § 8102(qq); Ords. 1269, 1264, 1224, 939, 933, 382.)

**SECTION VI.** Section 82-4.264 of the County Ordinance Code is amended to read:

**82-4.264 Sign Structure.** “Sign structure” means any structure the primary purpose of which is

to support a sign. (Ords. 2021-XX § 6, 1781, 1760, 1759, 1569, 1469: prior code § 8102(rr): Ords. 1269, 1264, 1224, 939, 933, 382.)

**SECTION VII.** Section 82-12.406 of the County Ordinance Code is amended to read:

**82-12.406 Signs.**

- (a) Prohibition. Except as otherwise provided in this section, no sign or sign structure may be constructed or maintained between the highway setback lines and the boundary line of any state highway or public road.
- (b) Exception. The prohibition in subsection (a) of this section does not apply to a sign or a sign structure constructed or placed in accordance with a sign permit issued under Chapter 88-6 of this code and an encroachment permit issued under Chapter 1002-2 of this code. (Ords. 2021-XX § 7, 93-30 § 3: prior code § 8111(c): Ord. 382.)

**SECTION VIII.** Section 1002-2.010 of the County Ordinance Code is amended to read:

**1002-2.010 Unacceptable permit applications; exception.**

- (a) Prohibition. No application will be accepted, nor any permit issued for constructing or maintaining a loading platform within or on the right-of-way; or for erecting, using, or maintaining a post, pole, column, or structure for the support of signs within or on the right-of-way; or for erecting, using, or maintaining signs which overhang the right-of-way. Any such encroachment is illegal.
- (b) Exception. Notwithstanding subsection (a) of this section, the following may be permitted within a right-of-way:
  - (1) A sign on a structure that is used solely as a bus shelter;
  - (2) A directional sign that complies with Chapter 88-6 of this code. (Ords. 2021-XX § 8, 93-30 § 6: Ord. 1669: prior code § 7504: Ord. 1000.)

**SECTION IX.** Section 84-50.402 of the County Ordinance Code is amended to read:

**84-50.402 Uses—Permitted.**

- (a) Uses permitted in the N-B district shall be those uses for the carrying on of a neighborhood business, which is the barter, sale or exchange, to the consumer, of goods and services necessary for the day-to-day maintenance of a family. Neighborhood business uses shall be maintained and conducted wholly within enclosed buildings, except that areas set aside for the temporary parking of patrons' vehicles need not be enclosed.

- (b) Permitted uses shall include the following and other of like character:
- (1) Bakery goods shops;
  - (2) Barber and beauty shops;
  - (3) Delicatessen shops;
  - (4) Drugstores;
  - (5) Grocery stores;
  - (6) Laundry and cleaning agencies and press shops;
  - (7) Meat markets;
  - (8) Variety stores;
  - (9) Shoe repair shops;
  - (10) Professional offices; and
  - (11) Real estate offices. (Ord. 2021-XX § 9; Ords. 1781, 1721, 1569; prior code § 8159(a); Ords. 937, 479.)

**SECTION X.** Section 84-50.404 of the County Ordinance Code is amended to read:

**84-50.404 Uses—Requiring land use permit.** In the N-B district, the following uses are permitted after the issuance of a land use permit:

- (1) Structure having three or more residential apartment units;
- (2) Gasoline service stations;
- (3) Reserved;
- (4) Where a road, having a right-of-way width of 55 feet or less, forms the common boundary between a district of this classification and a district of any residential classification, no access to property in the district of this classification adjacent to such common boundary shall be permitted to or from such road until a land use permit therefor has been obtained. The permit will be determined by the effects of traffic upon such a road occasioned by use within such district, the characteristics of the adjacent areas, traffic problems, pedestrian traffic, and other considerations found pertinent to the particular area concerned. (Ords. 2021-XX § 10, 67-27 § 1; Ords. 1781, 1721, 1569; prior code § 8159(b); Ords. 937, 479.)

**SECTION XI.** Section 82-52.402 of the County Ordinance Code is amended to read:

**84-52.402 Uses—Permitted.** Uses permitted in the R-B district shall be as follows:

- (1) The carrying on of a retail business as defined in Section 82-4.216 provided all the sales, demonstrations, displays, services and other activities of the retail business are conducted within an enclosed building, except that off-street parking shall be permitted;
- (2) All of the uses permitted in single-family and two-family residential districts together with the uses permitted in these districts after the granting of land use permits; and
- (3) Hotels and motels. (Ord. 2021-XX § 11: Ords. 2011, 1985, 1781, 1569: prior code § 8160(a): Ords. 1046, 556, 382.)

**SECTION XII.** Section 82-52.404 of the County Ordinance Code is amended to read:

**84-52.404 Uses—Requiring a land use permit.** In the R-B district the following uses are permitted after the issuance of a land use permit:

- (1) Lumber yard;
- (2) Cabinet shop;
- (3) Sheet metal shop;
- (4) Animal hospital;
- (5) Commercial dog kennel;
- (6) Hobby dog kennel;
- (7) Auto garage which includes body repair and painting;
- (8) Building contractor's yard;
- (9) Structures having three or more residential apartment units. Minimum off-street parking requirements for apartment units shall be as required in Section 84-24.1202;
- (10) Other retail businesses where the sales, demonstrations, displays, services and other activities, or some of them, are conducted other than in an enclosed building;

- (11) Reserved;
- (12) Reserved;
- (13) Where a road, having a right-of way width of 55 feet or less, forms the common boundary between a district of this classification and a district of any residential classification, no access to property in the district of this classification adjacent to such common boundary shall be permitted to or from such road until a land use permit therefor has been obtained. The permit will be determined by the effects of traffic upon such a road occasioned by use within such district, the characteristics of the adjacent areas, traffic problems, pedestrian traffic, and other considerations found pertinent to the particular area concerned;
- (14) A manufacturing research use which is to be established in an existing fully enclosed building where no alterations, or a minimum amount of alterations, would be required to accommodate such use; and which wholly involves products of small bulk; and which meets the following standards:
  - (A) No smoke of any kind shall be permitted.
  - (B) No odors created by any industrial or processing operation shall be perceptible at the property site boundaries.
  - (C) No discharge into the air of any dust, dirt or particular matter, created by any industrial operation or emanating from any products prior to or subsequent to processing shall be permitted.
  - (D) No corrosive, obnoxious or toxic fumes or gases shall be permitted.
  - (E) No heat or glare shall be perceptible at any point beyond the subject boundaries.
  - (F) No manufacturing, processing or laboratory research shall be permitted which would create or establish an unusually special or dangerous fire or safety hazard to surrounding properties.
  - (G) No ground vibrations shall be perceptible at the property site boundaries.
  - (H) No emanation of noise exceeding seventy decibels at the boundaries of the property shall be permitted.
  - (I) All manufacturing, processing or research operations shall be conducted within enclosed buildings.

- (J) All open storage areas shall be screened by solid walls, fences or adequate plantings of not less than six feet in height and in no case shall materials be stacked or stored higher than the screen.
- (15) Single room occupancy facilities that meet the requirements of Chapter 82-48;
- (16) Commercial cannabis activities that meet the requirements of Chapter 88-28. (Ords. 2021-XX § 12, 2018-18 § 5, 2014-11 § 6, 68-52 § 2, 67-39 § 6, 67-27 § 1: Ords. 2011, 1985, 1781, 1569: prior code § 8160(b): Ords. 1046, 556, 382.)

**SECTION XIII.** Section 84-54.402 of the County Ordinance Code is amended to read:

**84-54.402 Uses allowed.** The following uses are allowed in C districts:

- (1) All types of wholesale businesses, warehouses, freight terminals, trucking yards, lumberyards, cabinet shops, sheet metal shops, auto repair garages, contractor's yards, and uses allowed in single-family and two-family residential districts without or with a land use permit;
- (2) Uses allowed in N-B and R-B districts;
- (3) Animal hospitals;
- (4) Commercial dog kennels;
- (5) Reserved;
- (6) Emergency shelters that meet the requirements of Chapter 82-46. (Ords. 2021-XX § 13, 2014-11 § 7, 76-36 § 4: Ords. 1781 § 8, 1569 § 20: prior code § 8161(a): Ords. 1046 § 3, 697 § 2, 382 § 4D.)

**SECTION XIV.** Section 84-54.404 of the County Ordinance Code is amended to read:

**84-54.404 Uses—Requiring land use permit.** In the C district the following uses are permitted after the issuance of a land use permit:

- (1) Transit-mix plants;
- (2) Motels;
- (3) Hotels;
- (4) Structures having three or more residential apartment units. Minimum off-street parking requirements for apartment units shall be as required in Section 84-24.1202;



- (5) Reserved;
- (6) Reserved;
- (7) Where a road, having a right-of-way width of 55 feet or less, forms the common boundary between a district of this classification and a district of any residential classification, no access to property in the district of this classification adjacent to such common boundary shall be permitted to or from such road until a land use permit therefor has been obtained. The permit will be determined by the effects of traffic upon such a road occasioned by use within such district, the characteristics of the adjacent areas, traffic problems, pedestrian traffic, and other considerations found pertinent to the particular area concerned.
- (8) Commercial cannabis activities that meet the requirements of Chapter 88-28. (Ords. 2021-XX § 14, 2018-18 § 5, 67-39 § 3, 67-27 § 1: Ords. 2011, 1984, 1781, 1569: prior code § 8161(b): Ords. 1046, 382.)

**SECTION XV.** Article 84-56.14 of the County Ordinance Code is deleted in its entirety.

**SECTION XVI.** Section 84-60.404 of the County Ordinance Code is amended to read:

**84-60.404 Uses—Requiring land use permit.** Uses requiring a permit in the W-3 district shall be as follows:

- (1) Any land use not recognized as an industrial manufacturing or processing use except that the following are prohibited: Single-family residential, multiple family residential and mobilehome parks;
- (2) Reserved;
- (3) Land within the W-3 district which is also within 250 feet, exclusive of any public right-of-way areas, of any other land use district boundary, other than an H-I, L-I, or U district, shall be subject to review and approval, only as to that portion of the parcel within the 250 feet, by the planning commission as to the location of land uses and site development for any authorized use so as to provide protection for and development compatible to adjacent land use districts. (Ords. 2021-XX § 16, 67-58 § 1 (part), 1967: prior code § 8163.1(b).)

**SECTION XVII.** Chapter 88-8 of the County Ordinance Code is deleted in its entirety.

**SECTION XVIII.** Chapter 88-9 of the County Ordinance Code is deleted in its entirety.

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**SECTION XIX. 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\2021\DCD\Sign Ord - draft11.wpd

# Sign Ordinance

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ZT19-0002



# Background

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- The Board of Supervisors accepted a report on “Recommendations on Reforming Agricultural Land Use Policies in Contra Costa County To Improve Both Economic Vitality and Sustainability” and directed staff to take the actions necessary to further evaluate and implement the recommendations in the report.
- 18 recommendations in the report, which includes an update the County’s sign regulations to allow directional signs in a public right-of-way to direct people to U-pick operations on agricultural lands in the County.



# Purpose of Zoning Text Amendment

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- Allow directional signs in a public right-of-way
- Update the County's sign regulations to conform with current sign regulations that comply with the First Amendment and other constitutional principles.
  - Chapter 88-8 – Sign Control Combining District adopted in the early 1970s
  - Chapter 88-9 – S2 Sign Control Combining District adopted in the mid-1970s
  - Chapter 88-6 – Outdoor Advertising adopted in the mid-1960s



# Highlights of Zoning Text Amendments

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Delete the following Chapters:

- Chapter 88-8 – Sign Control Combining District
- Chapter 88-9 – S2 Sign Control Combining District



# Highlights of Zoning Text Amendments

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Amend Chapter 88-6 and Other Provisions of the County Ordinance Code:

- Regulate signs in a manner that is content-neutral and consistent with the United States and California Constitutions.
- Remove conflicting sign regulations and revise definitions related to sign regulation.
- Allow for directional signs in a public right-of-way with permits requirements to protect the health and safety of persons in the County.
- Provides a comprehensive sign permitting procedure and provides standards for the construction, placement, display, and maintenance of signs in the unincorporated area of the County.



# Staff Recommendations

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Staff recommends that the County Planning Commission:

1. OPEN the public hearing on the proposed zoning text amendment; RECEIVE testimony; and CLOSE the public hearing.
2. ADOPT a motion recommending that the Board of Supervisors take the following actions:
  - A. FIND that the proposed zoning text amendment is consistent with the County General Plan.
  - B. ADOPT the proposed zoning text amendment to regulate the construction, placement, display, and maintenance of signs in the unincorporated area of the County.
  - C. DETERMINE that the proposed zoning text amendment is exempt from CEQA under CEQA Guidelines Sections 15061(b)(3) (common sense exemption).
  - D. Direct staff to file a Notice of Exemption with the County Clerk.





# Questions?

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# Sign Ordinance

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COUNTY FILE: ZT19-0002

ORDINANCE NO. 2021-41



# Background

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- The Board of Supervisors accepted a report on “Recommendations on Reforming Agricultural Land Use Policies in Contra Costa County To Improve Both Economic Vitality and Sustainability” and directed staff to take the actions necessary to further evaluate and implement the recommendations in the report.
- 18 recommendations in the report, which includes an update the County’s sign regulations to allow directional signs in a public right-of-way to direct people to U-pick operations on agricultural lands in the County.



# Purpose of Zoning Text Amendment

---

- Allow directional signs in a public right-of-way
- Update the County's sign regulations to conform with current sign regulations that comply with the First Amendment and other constitutional principles.
  - Chapter 88-8 – Sign Control Combining District adopted in the early 1970s
  - Chapter 88-9 – S2 Sign Control Combining District adopted in the mid-1970s
  - Chapter 88-6 – Outdoor Advertising adopted in the mid-1960s



# Highlights of Zoning Text Amendments

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Delete the following Chapters:

- Chapter 88-8 – Sign Control Combining District
- Chapter 88-9 – S2 Sign Control Combining District



# Highlights of Zoning Text Amendments

---

Amend Chapter 88-6 and Other Provisions of the County Ordinance Code:

- Regulate signs in a manner that is content-neutral and consistent with the United States and California Constitutions.
- Remove conflicting sign regulations and revise definitions related to sign regulation.
- Allow for directional signs in a public right-of-way with permits requirements to protect the health and safety of persons in the County.
- Provides a comprehensive sign permitting procedure and provides standards for the construction, placement, display, and maintenance of signs in the unincorporated area of the County.



# Staff Recommendations

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Staff recommends that the Board of Supervisors:

1. OPEN the public hearing on Ordinance No. 2021-41, RECEIVE testimony, and CLOSE the public hearing;
2. DETERMINE that adoption of Ordinance No. 2021-41, is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3) (“General Rule” exemption);
3. ADOPT Ordinance No. 2021-41, deleting Chapters 88-8 (Sign Control Combining District) and 88-9 (S2 Sign Control Combining District), and amending Chapter 88-6 and Other Provisions of the County Ordinance Code to regulate the construction, placement, display, and maintenance of signs in the unincorporated area of the County.
4. DIRECT the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk.





Contra  
Costa  
County

To: Board of Supervisors  
From: INTERNAL OPERATIONS COMMITTEE  
Date: March 29, 2022

Subject: Reorganization of the Contra Costa County Arts and Culture Commission

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**RECOMMENDATION(S):**

1. ACCEPT the Interim Report for the Arts and Culture Prospectus: Phase One from Art Builds Community.
2. DIRECT staff to move forward with a re-organization of the Arts and Culture Commission.

**FISCAL IMPACT:**

The budget for the Arts and Culture Commission is expected to have a balance of approximately \$50,000 at the close of FY 2021-22, assuming state grant funds awarded are received and exclusive of Measure X support.

In November 2021, Measure X funds in the amount of \$250,000 (on-going) were allocated to the Commission. These funds have been added to the FY 21-22 budget through an appropriation adjustment but are not expected to be expended. Therefore, the total amount of fund balance anticipated at the close of FY 2021-22 is \$300,000.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: L. DeLaney, 925-655-2057

By: , Deputy

cc:



## BACKGROUND:

The [Arts and Culture Commission of Contra Costa County](#) (AC5) was established in 1994 to advise the Board of Supervisors in matters and issues relevant to Arts and Culture; to advance the arts in a way that promotes communication, education, appreciation and collaboration throughout Contra Costa County; to preserve, celebrate, and share the arts and culture of the many diverse ethnic groups who live in Contra Costa County; to create partnerships with business and government; and to increase communications and understanding between all citizens through art. Most importantly, the mission of the Commission is to promote arts and culture as a vital element in the quality of life for all citizens of Contra Costa County.

The Arts and Culture Commission is to be composed of nine regularly appointed members (one representative from each of the five supervisorial districts and four at-large representatives) and one alternate. Appointments are for a four-year period with terms expiring on June 30 of alternating odd-numbered years. The Commission also includes two non-voting Youth Advisor seats.

In 2019, the Arts and Culture Commission completed a [Cultural Planning Prospectus](#) with the recommendation to develop a set of policy recommendations through collaborations and community partners for countywide cultural development. Calls for racial equity and social justice, particularly heightened during the COVID-19 pandemic, highlighted the need for AC5 to “recalibrate” its focus, shifting to a “community action plan highlighting the value of art by creating an updated Arts & Culture Prospectus for Contra Costa County that identifies a district art project.”

On March 22, 2021, the Family and Human Services Committee received a presentation on the Arts and Culture Commission’s recommendation to create the updated [Arts & Culture Prospectus for Contra Costa County](#), a precursor to a cultural plan. AC5 proposed to identify community stakeholders, hire a consulting firm to facilitate workshops, and present an updated Arts & Culture Prospectus that identified district art projects to the Board of Supervisors. The overall guiding principles for the Prospectus were to increase engagement, outreach and community awareness, highlight art resources, and conduct a community arts evaluation that identifies district art projects in need. The Family and Human Services (FHS) Committee of the Board of Supervisors expressed support for the development of an updated Prospectus and recommended a presentation to the Board of Supervisors. On May 18, 2021, the Board of Supervisors received a presentation on the County Arts and Culture Commission, including the proposal for development of an updated Arts & Culture Prospectus for Contra Costa County ([PR.2](#)).

## Status on Arts and Culture Commission Operations

Since September 2021, several AC5 commissioners and the managing director have submitted letters of resignation:

- September 27, 2021, former Chair Ben Miyaji (District II) resigned
- September 27, 2021, District III Commissioner Grant Taylor resigned
- September 28, 2021, District IV Commissioner Elizabeth Wood resigned; (Commissioner Dawn Lopshire was appointed to the District IV seat by the Board on January 11, 2022.)
- January 3, 2022, Chair Silvia Ledezma (District I) resigned
- January 4, 2022, Commissioner Joan D’Onofrio (At-large 3) resigned
- January 4, 2022, Managing Director Jenny Balisle resigned
- February 4, 2022, Commissioner Joe Arandia (District V) resigned

In addition, a Senior Deputy County Administrator who previously provided oversight to AC5 with assistance from a Senior Management Analyst, resigned from the County Administrator’s Office effective December 29, 2021.

Despite the above-mentioned resignations, the following Arts and Culture Commission programs will be continued through June 30, 2022 with support from contractors and the County Administrator’s Office:

- Poetry Out Loud (*completed--The Board of Supervisors recognized the participants and winners at its March 22, 2022 meeting.*)

Poetry Out Loud is a national arts education program that encourages the study of poetry by offering free educational materials and a dynamic recitation competition for high school students across the country. All Contra Costa County High School students, grades 9-12, are invited to enter Poetry Out Loud. School winners advance to the County competition, then to the State competition, and ultimately to the National Finals.

- ABOUTFACE

Veterans and their family members are provided with a series of free self-portrait painting classes under the ABOUTFACE program for the purpose of addressing the needs of veterans and improving their lives through art programming.

- Art Passages

Art Passages is a changing exhibition program at the County Administration Building (1025 Escobar Street, 1st floor, Martinez) highlighting the Arts and Culture Commission of Contra Costa County’s signature programs and initiatives. Exhibitions showcase artists, arts organizations, and diverse creative expressions representative of Contra Costa County.

- Youth Advisor

AC5 includes two non-voting Youth Advisor member seats for a high school or college student for a one-year term. (Only one seat is currently filled.) Youth Advisors perform individual Commission-approved service projects during their respective terms. The Youth

Advisors are expected to attend all Commission meetings and other Commission activities as needed.

- Impact Project

With the California Arts Council's (CAC) grant funding, the County will develop and implement an Impact Project. Conversations are currently underway to confirm the project concept. The purpose of the CAC grant is to highlight systemic/structural racism, education, poverty, cultural/social justice, or environmental sustainability in response to COVID-19.

- Jump StArts

With support from the CAC Jump StArts planning grant, the County will develop the concept for an art project to serve justice-involved youth at Juvenile Hall. The strategy, actions, and timeline for implementation are in development.

### AC5 Budget Information

The FY 2021-22 Approved Budget for the Arts and Culture Commission includes \$104,030 in expenditures and \$37,000 in state aid. Through February 2022, a total of \$70,343 has been expended. An additional \$2,800 in state grant funding has been received; \$45,600 in state grant funds have been awarded but not yet received. CAO staff anticipates that Commission expenditures will total approximately \$100,000 for FY 21-22 based on ongoing expenditures by contractors, program related supplies, and other costs to continue the art signature programs through the end of the fiscal year. At the end of FY 21-22, staff expect that AC5 will have a fund balance of approximately \$50,000 primarily due to the managing director resignation, consultant contract savings, and under-utilization of the Impact Projects grant funds.

In addition, an annual Measure X investment of \$250,000 was approved by the Board of Supervisors on November 16, 2021 to support the following investment in arts and culture programs for the County. (These funds have been appropriated to the AC5 budget in FY 21-22, but they are not expected to be expended.)

#### \$100,000 Support Staff:

- Supplement existing funding for a full-time Managing Director and part-time communication and marketing support.

#### \$100,000 District Public Art Program:

- District Public Art Program: Contra Costa County's first public art program following Bay Area Counties (\$20,000 each District investment).
- Addresses District public art requests through an application process for artists and art organizations.

#### \$50,000 New Programs:

- Youth Advisor in each District: Expand equity and opportunity to every District.
- Arts Connection: Connect artists and art organizations for quarterly meetings for advocacy, opportunities, and data collection.
- AIRS (Artist-in-Residency in the School) pilot program: Place teaching artists in CCC schools to work with students to create art projects.

Staff notes that Board-established advisory boards such as AC5 do not typically manage County funds, particularly at the level of hundreds of thousands of dollars.

### Phase One Interim Report for the Arts and Culture Prospectus

In August 2021, the County executed a \$30,000 contract with Barbara Goldstein from Art Builds Community (ABC) consulting team to develop an updated *Arts and Culture Prospectus for Contra Costa County* intended to act as a "community action plan and identify art projects that are specific to the unique needs of the supervisorial districts." The scope of work included project initiation and research, community outreach and engagement, and the creation and presentation of the Prospectus.

Between August 2021 and December 2021, the ABC consulting team interviewed available AC5 Commissioners (Y'Anad Burrell, Joan D'Onofrio, Sylvia Ledezma, Ben Miyaji, Elizabeth Wood, and Naina Shastri), the Managing Director, and staff from several County departments (County Administrator's Office, Elections Division, Department of Conservation and Department) and the County Office of Education, and created a cultural asset map that shows the locations of arts facilities and activities in the County. In addition, the consulting team planned to conduct extensive public engagement including pop-up events, focus groups, and other equity-centric outreach.

However, since the Arts and Culture Commission was not able to meet between October 2021 and January 2022 due to lack of a quorum and multiple Commissioners and staff that resigned within a short period of time, collaboration with a subcommittee was not possible, along with other logistical challenges presented by the pandemic: not able to host in-person pop-up events, focus groups, and community workshops due to concerns regarding COVID-19. Thus, the consulting team was not able to conduct the community outreach and engagement activities as planned.

In January 2022, ABC submitted its *Interim Report for the Prospectus* to the County Administrator's Office. In the Executive Summary of the report, the consulting team stated that "While the Commission supported the development of this prospectus, Commissioner dissent, along with resignations of Commissioners and staff, have left the consulting team without the guidance it needs to proceed."

The Report also examines the structure of the Commission and provides examples in Appendixes 4 and 5 of how other counties in the Bay Area and other parts of the United States have structured their arts support agencies as public-private partnerships. In the Bay Area, [Santa Clara County](#), [Marin County](#), [Santa Cruz County](#), and [Napa County](#) all have nonprofit agencies designated as Arts Councils for their counties.

Based on the research conducted to date, the ABC consulting team suggests the following next steps for the County:

- Determine which County officer will lead the rethinking of the County's art support.
- Dissolve the Arts and Culture Commission and create an interim strategy to oversee existing programs.
- Re-budget the remaining FY 2021-22 AC5 funds to commission the development of a 10-year Arts and Cultural Plan for Contra Costa County that includes broad public outreach and proposes a different Arts and Culture Commission structure.

There are some factors to consider when reviewing this Interim Report. First, creating a prospectus or plan requires having an active and engaged client, which was not available to the consultants during the time they developed the report. For example, the public outreach component of the work was dependent upon having a functioning Commission subcommittee, or, preferably, a broader steering or advisory committee that could confer with the consultants and help guide outreach. The AC5 Culture Prospectus ad hoc committee ceased functioning after one meeting due to commissioner resignations, and there is currently no commission leadership for the Prospectus nor staff to assist in forming a broader subcommittee.

Regarding the section of the Interim Report that analyzed facilities and institutions in each Supervisorial District, this section of the report was a cultural asset survey and not intended to reflect arts activities in each district. In an ideal planning situation, focus groups would be conducted along with public activities in each district. The cultural asset survey would serve as a starting point to identifying additional places where arts activities are occurring and other institutions that were not discovered. Finally, conferring with a broader range of County departments to assess opportunities for integrating the arts into other County activities is necessary and important. However, besides the few County departments mentioned above, no interviews with representatives from other County departments which might benefit from arts and culture programs were made available to the consultants. In conclusion, when the Interim Report was submitted, the Art Builds Community consultants expressed that developing a cultural plan or even completing work on a prospectus for a plan was both premature and infeasible at this time.

At the February 14, 2022 meeting of AC5 attended by Commissioners Beverly Kumar, Dawn Lopshire, Y'Anad Burrell, Lanita Mims and Alternate Naina Shastri, ABC made a presentation to the Commission regarding the Interim Report and received input from commissioners. AC5 Commissioners stated that they do not want the Commission to dissolve, rather they would like to discover what the issues have been and figure out how to resolve them. Commissioners stated that AC5 has a long history of supporting arts and culture in the county, and it would be unfortunate to dissolve the work that has been going on for many years after a 90-day observation in the middle of a pandemic. Commissioners do not want the County to dismantle the work they have done and request that the County consider "rebooting" the Commission so that they can carry the important work forward.

At its [March 14, 2022 meeting](#), the Internal Operations (IO) Committee of the Board of Supervisors (Chair Burgis/Vice Chair Andersen) considered this matter and received input from the public. Staff presented the IO Committee with options for their consideration.

### **Option #1:**

Dissolve the Arts and Culture Commission and establish a public-private partnership Arts Council for Contra Costa County to oversee the administration of County art funds and programs. This option would provide the County the opportunity to leverage existing arts expertise and resources in the community within a nonprofit organization; it would allow the organization/Council to act as the State-Local Partnership (SLP) for Contra Costa County to compete for future California Arts Council grants; it would allow the Council to fundraise from other businesses/individuals/foundations; it would provide the Council with the ability and authority to administer County arts funds; and it would enable the Council to pull together various funding sources to maximize resources and efficiency.

Steps in this transition process would include:

- After direction from the Board of Supervisors, with input from AC5 commissioners, CAO staff develops and issues a Request for Proposals (RFP) to select a nonprofit organization to be the designated public-private partnership Arts Council for the County and coordinate the provision of arts and cultural programs and services countywide.
- The organization selects/appoints a Manager to develop a plan to launch the Arts Council.
- County establishes a contract (with a budget) to support the Council; funding would be administered by the public-private partnership Arts Council to support and provide cultural and arts activities across the county. CAO staff would provide contract oversight.
- A nonprofit organization acting as the Arts Council for the County would include a Board of Directors and supporting staff within its organization to administer arts programs, write grant proposals, re-grant arts

funds to other community-based organizations and individual artists, work with school districts for arts education, and seek cooperation with municipalities.

- The Arts Council will serve as a connector, investor, advocate, and leader for the arts and culture in Contra Costa County and be supported by a number of people and organizations including state and local government, school districts, private and public foundations, businesses and community members.
- The Board of Supervisors would dissolve AC5.

### Option #2:

Keep the current Arts and Culture Commission configuration as an advisory body to the Board of Supervisors and move forward with the following actions:

- Fill Commissioner vacancies;
- Assign the Commission to a County department other than County Administration;
- Recruit and appoint a new contractor as full-time managing director through a Request for Qualifications (RFQ) process;
- Update Commission bylaws to better define the roles of commissioners, Managing Director, and County staff in the administration of County arts funds and programs;
- Train commissioners and the new Managing Director on advisory body functions and County fiscal policies and procedures for budget management.

At the IO Committee meeting, Chair Burgis pointed out some errors in the consultant report and described her challenges in filling her District seat vacancy on the Commission. Vice Chair Andersen expressed her disappointment in the disintegration of the Commission and her desire to focus on finding the best way to move forward. Vice Chair Andersen expressed a preference for Option 1 because it offers a fresh start. In addition, she liked the idea of a public/private partnership that can do more than what a public commission could do. Chair Burgis observed the problems that have arisen when County commissions strayed from their advisory role.

The following three people spoke in favor of Option 1:

- Silvia Ledezma (*written comments included in Attachment 5*)
- Jenny Balisle (*written comments included in Attachment 5*)
- Ben Miyaji commented about the high number of resignations from the Commission, few meetings, and flat funding.

Commissioner Lanita Mims-Beal commented that East County has a vibrant arts culture. She said she is also a member of the Women's Commission and cannot understand why these bodies cannot function as expected. Former managing director Roger Renn commented that Option 1 is not a 'silver bullet' but asked the County to appoint a diverse arts/culture steering committee to create a 10-year cultural plan to avoid creation of cultural deserts in lower income communities. ABC staff apologized for errors in the consultant report but explained that the resources and support were very limited and hindered information gathering.

The Committee decided to recommend Option 1 to the Board of Supervisors and directed County Administrator staff to forward the recommendation to the Board of Supervisors for further consideration.

Attachment 1 is a current membership roster for the Arts and Culture Commission

Attachment 2 is a copy of the FY 21-22 Work Plan for the Arts and Culture Commission

Attachment 3 is the Interim Report for the Contra Costa County Arts and Culture Prospectus: Phase One

Attachment 4 is the current version of the Arts and Culture Commission bylaws

Attachment 5 includes public comments submitted to the IO Committee

## ATTACHMENTS

Attachment 1: Arts and Culture Commission Roster

Attachment 2: FY 21-22 Work Plan

Attachment 3: Interim Report for Arts and Culture Prospectus

Attachment 4: AC5 Bylaws

Attachment 5: Written Public Comments Submitted to IO Committee

## Arts and Culture Commission Membership Roster

Seat	Commissioner Name	Term start:	Term end:
District I	VACANT		6/30/25
District II	Beverly Kumar	7/1/19	6/30/23
District III	VACANT		6/30/23
District IV	Dawn Lopshire	1/12/22	6/30/23
District V	VACANT		6/30/25
At-Large 1	Y'Anad Burrell	2/12/13	6/30/23
At-Large 2	VACANT		6/30/23
At-Large 3	VACANT		6/30/25
At-Large 4	Lanita Mims	11/6/18	6/30/25
Alternate	Naina Shastri	8/11/21	6/30/25
Youth Advisor #1	Carolyn Considine	2/2/21	6/30/22
Youth Advisor #2	VACANT		



Arts and Culture Commission of Contra Costa County 1025 Escobar Street, 4<sup>th</sup> Floor, Martinez, CA 94553  
(925) 646-2278 staff@ac5.cccounty.us www.ac5.org

## **FY 21-22 Work Plan**

The Arts and Commission of Contra Costa County is determined to deliver signature programs, initiatives, and grant opportunities as we adjust to the pandemic. For July 2021- July 2022, the *FY21-22 Work Plan* prioritizes the following grants, programs, and initiatives:

1. *Measure X*
2. *Arts and Culture Prospectus of Contra Costa County* (Venture Capital Rebudget and Arts and Cultural Organizations General Operating Relief CAC grant)
3. *Impact Projects* (CAC grant)
4. *Jump StArts* (CAC grant)
5. *ABOUTFACE*
6. *Poetry Out Loud*
7. *Youth Advisor*
8. *Art Passages*

### **Executive Summary:**

- The *FY21-22 Work Plan* features two estimates with charts: timelines and budget.
- *Measure X* and *Arts and Culture Prospectus of Contra Costa County* will be top FY21-22 priority in securing staff, stabilizing programs, and new initiatives.
- The pandemic and funding will determine the final outcome of grants, programs, and initiatives.

**Mission:** The Arts and Culture Commission of Contra Costa County is dedicated to advancing the arts in a way that promotes communication, education, appreciation and collaboration throughout Contra Costa County so that we may grow creatively as a community that preserves and celebrates our diverse cultural expression.

## **Guiding Principles**

**1. Increase Engagement:** We envision our signature programs and initiatives identify the needs of the diverse and vibrant population from each Contra Costa County district.

**2. Increase Outreach:** Our signature programs and initiatives utilize new and innovative artistic practices to tap into the diversity of our cultures.

**3. Increase Community Awareness:** Our signature programs and initiatives enhance the Arts and Culture Commission's visibility as art advocates and highlight the importance of a better understanding of all communities.

**4. Increase Community Awareness of County Arts Resources:** Residents will be made aware of the cultural resources that the Arts and Culture Commission provides through announcements, social media, and public awareness along with partnerships with art museums, centers, and organizations.

**5. Conduct a Community Evaluation:** The arts encourage a healthy environment in which communities become participants in the process. The goal is to engage in strategic discourse to hear the needs of the community and provide the support necessary to embrace the creative process. Intersectionality is the awareness of our differences and seeking to achieve a common purpose.

## Descriptions

1. **Measure X:** Measure X is a new Contra Costa County sales tax in which a resident board will be making spending recommendations to the Board of Supervisors. Contra Costa County has the 3rd largest population in the Bay Area with the lowest arts budget. On July 28th, the Arts and Culture Commission presented a \$625,000 ask to secure staff and signature programs (examples below) including transformational ideas such as *District Public Art Program*, *Youth Advisor* in each District, *Arts Connection*, *Community Art Fund*, *AIRS* (Artist-in-Residency in the School) pilot program, and *Build Structures*.
2. **Arts and Culture Prospectus of Contra Costa County (Venture Capital Rebudget and Arts and Cultural Organizations General Operating Relief CAC grant):** Calls for racial equity and social justice in a time of a historical pandemic, highlight the need to recalibrate our focus. Requests for district art projects along with Contra County County government and organization collaborations have increased. In order to succeed, uplift, and meet the needs of all communities, we must garner sustained policy support through example. Our new request shifts to a community action plan highlighting the value of art by creating an updated *Arts & Culture Prospectus for Contra Costa County* that identifies a district art project.
3. **Impact Projects (CAC grant):** With California Arts Council support, the Arts and Culture Commission of Contra Costa County seeks an *Impact Projects* grant for an Utility Box Art Program. Artists partner with local organizations to create a design highlighting systemic/structural racism, education, poverty, cultural/social justice, or environmental sustainability in response to COVID-19.
4. **Jump StArts (CAC grant):** With support from the California Arts Council, the Arts and Culture Commission of Contra Costa County will develop an art project in partnership with Juvenile Hall and the Office of Reentry & Justice to serve justice-involved youth. Two community workshops and public presentation will identify a strategy, actions, and timeline.
5. **ABOUTFACE:** In 2015, the California Arts Council, the Arts and Culture Commission, and the Physical Medicine & Rehabilitation Service at Veterans Affairs Health Care developed *ABOUTFACE* for the purpose of addressing the needs of veterans and improving their lives through art programming. It is based on the belief that individuals have the capacity to heal themselves.
6. **Poetry Out Loud:** *Poetry Out Loud* is a national arts education program that encourages the study of poetry by offering free educational materials and a dynamic recitation competition for high school students across the country. This program helps students master public speaking skills, build self-confidence, and learn about literary history and contemporary life. Poetry Out Loud provides free curriculum materials—all available online—including a poetry anthology, a comprehensive teacher’s guide, videos of student performances, lesson plans, and promotional and media resources. All Contra Costa County High School students, grades 9-12, are invited to enter *Poetry Out Loud*. School winners advance to the County competition each February, then the State competition in March, and ultimately to the National Finals. Every Contra Costa County high school (public, private, parochial, independent, alternative, continuation, court, charter and home schools), non-profit organizations, and libraries are encouraged to participate. Students don’t enter the POL competition directly, but through their high schools or a school POL liaison such as a teacher, librarian, school staff, or organization member.
7. **Youth Advisor:**  
The Commission will also include two non-voting Youth Advisor members. Each Youth Advisor will be a high school or college student. Each Youth Advisor will be interviewed and recommended by the Commission for appointment by the Board of Supervisors for a one-year term. Each Youth Advisor will perform a Commission-approved service project during their

respective term. The Youth Advisors will be expected to attend all Commission meetings and other Commission activities as needed.

### 8. **Art Passages:**

*Art Passages* is a changing exhibition program at the new County Administration Building (1025 Escobar Street, Martinez) highlighting the Arts and Culture Commission of Contra Costa County's signature programs and initiatives. Exhibitions showcase artists, arts organizations, and diverse creative expressions representative of Contra Costa County.

## Timeline

Program	July 21	Aug. 21	Sept. 21	Oct. 21	Nov. 21	Dec. 21	Jan. 22	Feb. 22	March 22	April 22	May 22	June 22	Notes:
Measure X	Measure X Presentation	Community Advocacy and Letters	Measure X Board Recommendation to Board of Supervisors	Board of Supervisors, Community Advocacy, and Implementation Timeline Draft	Implementation Timeline	TBA	TBA	TBA	TBA	TBA	TBA	TBA	
Arts and Culture Prospectus	Research and identify cultural stakeholders. ACP Subcommittee and Managing Director create a database.	Confirm workshop stakeholders.	Work with Art Builds Community by providing information and data.	Art Builds Community holds interviews and plans public workshops.	Art Builds Community attends Commission meeting and shares updates.	Work with Art Builds Community by providing information and data.	Art Builds Community attends Commission meeting and shares updates.	Board of Supervisors presentation and approval of <i>Arts &amp; Culture Prospectus for Contra Costa County and District Art Project</i> funding through June 2022	TBA	TBA	TBA	TBA	
Impact Projects					Artists and Organizations check in, timeline, and information meeting. Artists collaborate with partner organizations for design through February 2022	Design workshops.		Artists submit final designs.	Artists assigned utility box assignments.		Utility boxes prepared for artists.	Artists start painting utility boxes.	July: Water repellent sealer/varnish and anti-graffiti coating application on Utility Boxes. Aug: Artist and Community Organization Virtual Reception and Town Hall. Oct: Contra Costa County Board of Supervisors Artist and Community Organization Recognition.
Jump StArts				Outreach to participating youth, artists, community leaders, partners, advocates, and commissioners. Set workshop dates and locations (virtual or onsite).		JUMP StArts workshop #1 and #2		Workshops draft summary	Workshops summary and Board of Supervisors presentation.		JUMP StArts art project and/or program draft.		July: JUMP StArts art project and/or program final proposal. Aug: JUMP StArts art project and/or program public presentation. Sept: JUMP StArts art project and/or program securing partners, funding, and creating a timeline for implementation.
ABOUTFACE				Oct.-Dec: Preparation, timeline coordination, lesson plans, and workshop format.		Dec-April: Website and social media.	Jan.-Feb.: Communication, Veteran outreach, marketing, and organization presentations.	Workshop #1 supplies order, prep and delivery.	Workshop #1 (3 Saturdays), Workshop #2 supplies order, prep and delivery.	Workshop #2 (3 Saturdays)	May-July: ABOUTFACE exhibition		
Poetry Out Loud				Oct.-Nov: Preparation, timeline coordination, and program/screening format. Website and social media.		Dec.-Jan: Schools and organizations offer POL to students. POL student coaching outreach. Friends of ACS funding requests and prizes coordination.	Jan.-Feb: POL coaching sessions available upon request. Completion of High School competitions and judging (scoring and tabulations). Paperwork finalized and deadline for County competition. Schools opt-in and CAG POL sent the final participation list. Graphics, script created for Arts and Culture Commission virtual county-level screening and award ceremony. Website and social media.	Arts and Culture Commission virtual county-level screening and award ceremony. Awards coordination and delivery. POL coaching sessions for State competition available upon request. Website and social media.	State Finals and Board of Supervisors presentation, paperwork, and delivery of certificates. Website and social media.	National Finals.			
Youth Advisor	Feb.-June 22: Carolyn Considine appointed first Youth Advisor. Commissioner Beverly Kumar is her mentor.	June-Aug: Youth Advisor application marketing process (online creation) and coordination.	Sept.-Oct: Youth Advisor open-call and application reviews (including ad-hoc interview subcommittee)	Oct.-Nov: Youth Advisor selection, mentor identification, and training.	Fall 21-22: New Youth Advisor appointment period including project coordination.				March 22-June 22: Youth Advisor marketing and application coordination process.				
Art Passages	ABOUTFACE till Dec. 3, 2021					Art of the African Diaspora Dec. 14, 2021 - Feb. 28, 2022.			Cesar Chavez exhibit March 14, 2022 - June 13, 2022			Marsh Creek exhibit July 1, 2022 - Sept. 30, 2022.	



## Timelines

1. **Measure X Timeline:**

Activity Period: July 2021-June 2022

Date	Task & Activities
July 2021	Measure X Presentation
August 2021	Community Advocacy and Letters
September 2021	Measure X Board Recommendation to Board of Supervisors
September-October 2021	Board of Supervisors, Community Advocacy, and Implementation Timeline Draft
November 2021	Implementation Timeline
November-December 2021	TBA
January 2022-June 2022	TBA

2. **Arts and Culture Prospectus of Contra Costa County Timeline:**

Activity Period: July 2021-June 2022

Date	Task & Activities
July-August 2021	Research and identify cultural stakeholders. ACP Subcommittee and Managing Director create a database.
August 2021	Confirm workshop stakeholders.
September 2021	Work with Art Builds Community by providing information and data.
September-October 2021	Art Builds Community holds interviews and plans public workshops.
November 2021	Art Builds Community attends Commission meeting and shares updates.
November-December 2021	Work with Art Builds Community by providing information and data.
January 2022-June 2022	Art Builds Community attends January Commission meeting. Board of Supervisors presentation and approval of <i>Arts &amp; Culture Prospectus for Contra Costa County and District Art Project</i> funding.

**3. Impact Projects CAC Grant Timeline:**

Grant Activity Period: November 1, 2021-October 31, 2022

Date	Task & Activities
November 2021	Confirm Contra Costa County utility box locations.
November 2021	Artists and Organizations check in, timeline, and information meeting.
December 2021	Design workshops.
November 2021-February 2022	Artists collaborate with partner organizations for design.
February 2022	Artists submit final designs.
March 2022	Artists assigned utility box assignments.
May 2022	Utility boxes prepared for artists.
June 2022	Artists start painting utility boxes.
July 2022	Water repellent sealer/varnish and anti-graffiti coating application on Utility Boxes.
August 2022	Artist and Community Organization Virtual Reception and Town Hall.
October 2022	Contra Costa County Board of Supervisors Artist and Community Organization Recognition.

\*Reference: [https://arts.ca.gov/grant\\_program/impact-projects/](https://arts.ca.gov/grant_program/impact-projects/)

**4. Jump StArts CAC Grant Timeline: Grant Activity Period: Oct. 2021–Sept. 2022**

Date	Task & Activities
October 2021	Outreach to participating youth, artists, community leaders, partners, advocates, and commissioners.
October 2021	Set workshop dates and locations (virtual or onsite).
December 2021	JUMP StArts workshop #1 and #2
February 2022	Workshops draft summary
March 2022	Workshops summary and Board of Supervisors presentation.
May 2022	JUMP StArts art project and/or program draft.
July 2022	JUMP StArts art project and/or program final proposal.
August 2022	JUMP StArts art project and/or program public presentation.
September 2022	JUMP StArts art project and/or program securing partners, funding, and creating a timeline for implementation.

\*Reference: [https://arts.ca.gov/grant\\_program/jump-starts/](https://arts.ca.gov/grant_program/jump-starts/)

**5. ABOUTFACE Timeline: Activity Period: October 2021-July 2022**

Date	Task & Activities
October-December 2021	Preparation, timeline coordination, lesson plans, and workshop format.
December 2021-April 2022	Website and social media.
January 2022-February 2022	Communication, Veteran outreach, marketing, and organization presentations.
February 2022	Workshop #1 supplies order, prep and delivery.
March 2022	Workshop #1 (3 Saturdays). Workshop #2 supplies order, prep and delivery.
April 2022	Workshop #2 (3 Saturdays). Participant surveys.
May-July 2022	ABOUTFACE exhibition.

*\*A comprehensive 20-21 ABOUTFACE Project Plan and Timeline is available upon request.*

**6. Poetry Out Loud Timeline: Activity Period: October 2021-April 2022**

Date	Task & Activities
October-November 2021	Preparation, timeline coordination, and program/screening format. Website and social media.
December 2021-January 2022	Schools and organizations offer POL to students. POL student coaching outreach. Friends of AC5 funding requests and prizes coordination.
January-February 2022	POL coaching sessions available upon request. Completion of High School competitions and judging (scoring and tabulations). Paperwork finalized and deadline for County competition. Schools opt-in and CAC POL sent the final participation list. Graphics/script created for Arts and Culture Commission of Contra Costa County virtual county-level screening and award ceremony. Website and social media.
February 2022	Arts and Culture Commission of Contra Costa County virtual county-level screening and award ceremony. Awards coordination and delivery. POL coaching sessions for State competition available upon request. Website and social media.
March 2022	State Finals and Board of Supervisors presentation, paperwork, and delivery of certificates. Website and social media.
April 2022	National Finals.

*\*A comprehensive 20-21 POL Timeline is available upon request. References:*

<https://www.capoetryoutloud.org/>

[https://docs.google.com/document/d/1G8qsaWF1WBSLprlyY\\_8ZZOZwz0a9FoaLK7AxkuK40Pc/edit?usp=sharing](https://docs.google.com/document/d/1G8qsaWF1WBSLprlyY_8ZZOZwz0a9FoaLK7AxkuK40Pc/edit?usp=sharing)

**7. Youth Advisor Timeline: Activity Period: July 2020-July 2022**

Date	Task & Activities
February 2021- June 2022	Carolyn Considine appointed first Youth Advisor. Commissioner Beverly Kumar is her mentor.
June-August 2021	Youth Advisor application marketing, process (online creation) and coordination.
September-October 2021	Youth Advisor open-call and application reviews (including ad-hoc interview subcommittee)
October-November 2021	Youth Advisor selection, mentor identification, and training.
Fall 2021- Fall 2022	New Youth Advisor appointment period including project coordination.
March 2022-June 2022	Youth Advisor marketing and application coordination process.

**8. Art Passages Timeline:**

Proposed Activity Period: July 2021-July 2022

*\*2-3 exhibitions a year at the New County Administration Building.*

**Proposed FY 21-22 Exhibition Schedule:**

1. ABOUTFACE till December 3, 2021.
2. Art of the African Diaspora December 14, 2021 - February 28, 2022. (Create a call, 3-5 artists, concept theme) Identify: specifics,
3. Cesar Chavez exhibit March 14, 2022 - June 13, 2022.
4. Marsh Creek exhibit July 1, 2022 - September 30, 2022.

# Contra Costa County Arts and Culture Prospectus: Phase One

## Executive Summary

Art Builds Community is submitting this draft interim report at the completion of the research phase of the Contra Costa County Arts and Culture Prospectus. Our team began work on the prospectus in September 2021. Since that time, there have been significant resignations from the Arts and Culture Commission, the County Administrator's Office, and contractual arts staff. These leadership changes have hampered our efforts to initiate community outreach and focus groups, the next phase of prospectus development.

Since 1994, Contra Costa County has invested in the arts with the support of its volunteer-led Arts and Culture Commission, whose mission is “to advance the arts in a way that promotes communication, education, appreciation, and collaboration throughout Contra Costa County...(to) grow creatively as a community that preserves and celebrates our diverse cultural expression.” County-funded arts programs have enhanced the cultural life of the region and, as the County expands its financial support for the arts, these investments should be guided by a robust, aspirational plan with a structural framework to implement it. While the Commission supported the development of this prospectus, Commissioner dissent, along with resignations of Commissioners and staff, have left the consulting team without the guidance it needs to proceed. Attempts to reach all Commissioners to create a basis for the prospectus were sometimes rebuffed. Commissioners who were interviewed were often more invested in airing their grievances than providing their perspective on community needs and aspirations.

Whereas the County’s Request for Qualifications anticipated developing an arts prospectus through two public workshops, its guiding principles were to “increase engagement, outreach, community awareness, highlight art resources, and conduct a community evaluation.” Following consultant selection, Art Builds Community’s scope of work was refined in collaboration with the CAO and Art Staff to include greater public engagement including pop-up events, focus groups, and other equity-centric outreach. This community outreach was predicated upon identifying locations, participants, and an outreach framework with the support of AC5. Because the Commission did not meet during the research period, and Covid-19 presented logistical challenges, public has been postponed. To date, the consultants have created a [cultural asset map](#) (*Appendix 1*) that shows the locations of arts facilities and organizations activities in the County, interviewed available Commissioners and City staff, and charted public support of the arts in Contra Costa County cities and other Bay Area counties (*Appendices 2 and 3*). This interim report reflects Commissioners’ and County staff perspectives about opportunities for Contra Costa County to invest in the arts. It also examines the structure of the Commission and provides examples of how other counties in the Bay Area and other parts of the United States have structured their arts support agencies as public private partnerships (*Appendices 4 and 5*).

Based on research to date, the consultant team suggests the following next steps:

- Determine which County officer will lead the rethinking of the County’s art support.
- Dissolve the Arts and Culture Commission and create an interim strategy to oversee existing programs.

- Re-budget the remaining 2022-23 arts funds to commission a 10-year cultural arts plan for Contra Costa County that includes broad public outreach and proposes a different Commission structure.

## Research

During this phase of the Arts and Culture Prospectus, Art Builds Community interviewed Commissioners, staff from several County departments (see p. 5), created a cultural asset map that identifies where arts activities are currently taking place, researched existing arts agencies in Contra Costa County cities and adjacent counties, and created a benchmarking report showing examples of public/private arts agencies in other parts of the United States (*see appendices*). We also reviewed YBCA's Artist Power Convening analysis of

### Internal Stakeholders: Commissioners

Art Builds Community reached out to all Arts and Culture Commission's ten members and interviewed six of them. Some Commissioners, including Elizabeth Wood and Ben Miyaji, have recently resigned. Others, including Sylvia Ledezma and Joan D'Onofrio, submitted their resignations. Other Commissioners declined interviews or were not available. By January 2022, we had interviewed Y'Anad Burrell, Joan D'Onofrio, Sylvia Ledezma, Ben Miyaji, Naina Shastri, and Elizabeth Wood. These Commissioners have served between one and eleven years.

### Commission Accomplishments

The Commission has launched and supported several significant programs, including Arts in Corrections and County Jails, an Arts Directory and Calendar, and Local Arts and Cultural Organization regrant program. In addition, the Commission supported:

- *Poetry Out Loud*, a partnership with the [California Arts Council](#), [National Endowments for the Arts](#), and [Poetry Foundation](#). This national recitation contest is open to high school students and awards cash prizes given by Friends of AC5, the Commission's nonprofit partner. The program is available to all high schools and organizations in the County that work with grades 9-12 (homeschoolers can also participate).
- *About Face* provides a series of free self-portrait painting classes for veterans and is supported through the [California Arts Council's Veterans in the Arts](#) as a free service to veterans living or working in Contra Costa County. It has received additional past support, including the **Michelangelo D'Onofrio Arts Foundation**, **Friends of AC5** [501(c)3], and [Returning Veterans of Diablo Valley](#).
- *Art Passage* is a changing exhibition program at the new County Administration Building that highlights the signature programs and initiatives supported by the Arts and Culture Commission. Exhibitions highlight artists, arts organizations, and diverse creative expressions representative of Contra Costa County.
- *Arts Café* is a series of workshops, lectures, discussions, and demonstrations on a variety of art topics was held until 2020 at locations throughout the County and online, in collaboration with the Art of Health & Healing, an organization of the County Health Department.

- *Art Recognition Awards* are given to those who have made a significant artistic or philanthropic contribution to Contra Costa's Arts and Culture every other year.

### Commission Observations and Concerns

- Areas of Need:
  - County arts organizations lack networking opportunities.
  - Contra County does not receive a large enough share of California Arts Council funding. Only five grants were awarded in Contra Costa County last two years. These included a two-year grant that spans FY 20-21 and FY 21-22.
  - West County has the greatest need for additional art support.
  - In addition, the City of Concord, in Central County has no art commission to support activities there.

#### Opportunities:

- There are many enthusiastic arts supporters in the County
  - The Commission has a continuing interest in supporting arts education in schools, art in prisons, cultural districts, and a youth advisor program.
  - There are beautiful natural settings throughout the County where performing arts activities could be presented.
  - There are opportunities for cultural exchanges with sister cities.
- Commission Performance.
    - Commissioners have differing perspectives about their roles and responsibilities.
    - Commissioners do not agree upon the purpose of arts funding or where funds should be invested.
    - There is an uneasy relationship between the Friends of AC5 and members of the Arts and Culture Commission as a whole.
    - There is disagreement about the role of the Youth Advisor.
    - Commissioners assume 'ownership' of program development (youth advisor, arts education) and do not welcome ideas from other Commissioners.
    - New Commissioners feel excluded from discussions.
    - The Commission does not adhere to Brown Act rules nor follow established rules of order that would facilitate more civil discussions.
    - There is universal agreement among Commissioners about a breakdown in civil communication.

### Internal Stakeholders: County Staff and Departments

- County Administrator Dennis Bozanich:
  - The County has a vision for a new County campus that will include new construction. The budget is \$60 million and can include public art.
  - Measure X, which was reported to the board in October 2021, included arts funding. The request of \$625,000 was reduced to an award of \$250,000 in November 2021.

- The cities in Contra Costa County received \$190 million in American Rescue Plan funds. It is possible that some of these funds can be used for art. At the time of the consultant's interview with Bozanich the cities were planning to return to the Board of Supervisors with additional ARPA requests. This is no longer expected to happen.
- 
- Election Outreach Coordinator & Clerk recorder, Civic Engagement Staff: Eren Mendez
  - There is partnership potential for artists/arts organizations to enliven the Board of Supervisors' Cesar Chavez and Martin Luther King Jr. Day celebrations.
  - Artists can work with the Elections Department to create public artwork that asks the question, "How does a person become civically engaged?"
  - The department sponsors a photo contest to create images that encourage people to open their voting information booklets. These photos can be displayed as a public exhibit.
  - The arts can be used on social media platforms to encourage young adults from diverse socioeconomic and cultural backgrounds to become more civically engaged. This effort can be a collaboration with the departments' youth ambassadors' program.
- Planning Department: Will Nelson
  - Public art has been included in the language for the County General Plan, *Contra Costa 2040*.
  - The Sustainability Committee supports funding for public art maintenance.
  - Current County policy says that cultural institutions must be available and accessible for all.
  - Contra Costa County should look to other places for arts ideas, for arts supporting environmental cleanup, as was done with the Levitt Pavilion SteelStacks project in Bethlehem, Pennsylvania.
  - The Supervisors' focus areas are the plan elements addressing environmental justice, community health, sustainability, and economic development. Art can be intertwined with all these elements.
- STEAM (Science Technology Art and Math) Coordinator & Director of Curriculum Instruction: Hanna Ma
  - There is not adequate arts education in school plans. Teachers who are aware of this problem are making their voices heard, and arts education needs more support from the County Supervisor level.
  - The Arts and Culture Commission supported the *Art of Resilience* art show during the pandemic with the support of Commissioner Kumar, who introduced a student to the program who was already working on a similar project. There was little funding for this effort. The program was coordinated by Ma, and facilities bore the materials cost.
  - The STEAM program recently worked with Diablo Regional Art Association to support High School artists. The project was funded by Kaiser and provided in-kind marketing support from the County.



## The Arts in Contra Costa County

Art Builds Community has created a [map](#) (Appendix 1) showing locations of performing and visual arts institutions throughout the County. The following is an analysis of arts facilities and organizations by district. It does not reflect of level of arts activities that may occur there.

- **District One**

- The arts and cultural locations in District 1 include theatre and art centers primarily. Most locations to experience the arts can be found in Richmond. There is the capacity to encourage arts and cultural engagement in Pinole, San Pablo, and the areas near the regional parks and historical park. The consultant team has been able to find little to no arts and cultural groups in El Sobrante and Hercules.

- **District Two**

- There are few culturally specific arts facilities in District 2. Most arts and cultural sites are located on Saint Mary's campus, with little arts and cultural gathering opportunities throughout the cities in the district. There is not a centralized area to experience the arts. There are several historical locations rather than cultural groups or contemporary art experiences. That said, both the Cities of Danville and San Ramon support a variety of arts activities.

- **District Three**

- There are only a handful of arts and cultural experiences in District 3 available to the communities in Antioch, Brentwood, and other cities within the district. The primary art activities available to engage with are historical locations and theatre. As a district close to the water and the regional park, there are opportunities in these locations.

- **District Four**

- One of the most dynamic art cities is in District Four, Walnut Creek. There is a clear presence of the city's engagement in providing arts opportunities for the community on the assessment map. Concord, Pleasant Hill, and Clayton have provided opportunities for the arts and culture; however, the locations are spread out without a centralized area.

- **District Five**

- While the City of Martinez has a vibrant arts community, District Five has a minimal number of arts and cultural facilities for the diverse community that lives there. The small number of institutions available for the community to experience are theaters with few historical halls. The city of Hercules does have a Polynesian dance company but is the only cultural dance group that could be located.

## Arts and Culture Commission Structure

The role of the Arts and Culture Commission as described by the Board of Supervisors is to “...advise the Board of Supervisors in matters and issues relevant to Arts and Culture; to advance the arts in a way that promotes communication, education, appreciation and collaboration throughout Contra Costa County; to preserve, celebrate, and share the arts and culture of the many diverse ethnic groups who live in Contra Costa County; to create partnerships with business and government and to increase communications and understanding between all citizens through art. Most importantly, the Commission will promote arts and culture as a vital element in the quality of life for all the citizens of Contra Costa County. “

The Commission was originally described as an advocacy and advisory organization charged with promoting the arts and building partnerships to support the arts. Once the Commission had a budget to administer, its role became more complex. The Commission has initiated a variety of programs, awards, and grants. It has now come to an impasse about its future: the programs it hopes to initiate, the role of staff and Commissioners in implementing them, and the role of Friends of AC5 in determining which projects to fund. That said, the Commissioners have advocated for the creation of a cultural plan that will create a vision for where the County can or should invest its arts dollars. This prospectus, as a precursor to a cultural plan, was to identify areas of need in each Supervisory District.

Several Commissioners see their role as initiating and managing programs with staff support; others see their role as advisory. Giving a volunteer Commission responsibility for developing programs and leading them is not a best practice. It places decisions about the use and management of public funds in the hands of a part-time nonprofessional body. Currently, there is inadequate staff support to research and implement the Commission’s ideas and initiatives.

### Friends of AC5

The existence of a partner organization, Friends of AC5, has complicated the role of the Commission. The Friends group appears to be raising money and support the work of the Commission. This entity is led by current and former Arts and Culture Commissioners, and its role relative to the Commission is unclear. Whereas nonprofit partners to municipal departments such as libraries and parks supplement existing programs by buying supplies or raising funds, the Friends of AC5 seem, in some instances, to be dictating where the Commission should be directing its efforts while doing little to raise additional funds. This lack of clarity between the role of the Commission and Friends of AC5 group has created tension and potential conflicts of interest. At present, Friends of AC5 is out of compliance with the Secretary of State and is in the process of changing its name.

## Emerging Themes

- The current structure of the County's arts/cultural support and direction is unclear, and it lacks a vision, mission, or guiding principles.
- While the Arts and Culture Prospectus was intended to address some of these issues, it cannot proceed without staff and Commission leadership.
- There is no mutual understanding of the role of the Arts and Culture Commission or how its work is meant to be conducted.
- There are areas of the County that benefit from the arts and other areas that are art deserts.
- The County's arts investments are out of step with surrounding counties, and there is no regular, dedicated funding source for support of the arts.
- There is potential to build art into public schools and other community-serving facilities in partnership with other County departments, Cities, and State institutions.
- There is no clear ownership of the arts within the County family. While the CAO's office provides support to the Commission, it does not provide leadership or adequate staff support.
- There is a strained relationship between the Commission the Friends of AC5, its nonprofit partner.

## Next Steps

This interim report provides County staff with a preliminary assessment of needs and a starting point for a cultural plan. Appendices 4 and 5 demonstrate alternative ways of structuring the County's arts programs. A detailed cultural plan can build upon this phase of the Prospectus to include broader community outreach through in person events, surveys, and social media. These activities can build upon what the consultants have learned through preliminary interviews and mapping.

The following actions may be necessary before Contra Costa County initiates its cultural planning efforts.:

- Dissolve the Arts and Culture Commission.
- Determine who will oversee existing programs.
- Re-budget the funds and the remaining funds for the ABC contract to create a cultural plan for Contra Costa County.
- Appoint a diverse cultural plan steering committee.
- Decide how to continue the work of the Arts and Culture Commission in the absence of staff and Commissioners.
- Expand the cultural asset survey and needs assessment through public outreach events.
- Explore opportunities for partnerships with County Departments.

Appendix 2: Contra Costa County Arts and Culture Prospectus

Contra Costa County: City Art Programs

City	Sq Mi	District	City Dept	Commission	Liaison	Public %	Private %	Art or Cultural Plan	Municipal Code	Other Art Support
Brentwood	14.81	3	Economic Development	Arts Commission	Kris Farro kfarro@brentwoodca.gov	1%	1%	No	Chapter 2.44	
Danville	18.03	2	Recreation, Arts & Community Services	Arts Advisory Board	Jessica Wallner (Recreation Superintendent) - (925)-314-3426	No	No	No	Chapter 2.13	
El Cerrito	3.69	1	Your Government	Arts & Culture Commission	Alexandra Orologas (Assistant City Manager) - (510)-215-4302	1%		2013 Arts and Culture Master Plan	Chapter 13.50	
Lafayette	15.39	2	City Hall	Public Art Committee	Jenny Rosen jrosen@lovelafayette.org		1%		Chapter 6.26	
Moraga	9.44	2	Parks & Recreation	Art in Public Spaces Commitee						
Richmond	52.48	1	Economic Development	Arts and Culture Commission	Winifred Day (Arts and Culture Manager) - (510)-620-6952	1.50%	1%	2002 Cultural Arts Plan	Chapeter 6.5	
San Pablo	2.6	1	Planning Department	Planning Commission			1%	No	Chapter 7.63	Community Foundation Grant Program
San Ramon	18.08	2	Parks and Community A	Arts Advisory Committee	Adam Chow (Parks & Community Services Recreation Supervisor) - (925)-973-3321	1%	1%	Yes	Chapter X C 146-53	Provides a variety of arts services, classes, events and grants through Parks and Recreation and in partership with San Ramon Arts Foundation supports grants for the arts. The City has five galleries.
Walnut Creek	19.77	4	Government	Arts Commission	Kevin Safine (Arts and Recreation Director) - (925)-943-5848	1%		Yes	Chapter 7-3 and Chapter 10-10	City provides funding for Lescher Art Center, including gallery and theatre. City works provides arts grants in collaboration with several foundations, as well as arts classes, concerts and other activities.

Appendix 3: Contra Costa County Arts and Culture Prospectus

Bay Area County Arts Commissions

Program	Location	Clients	Source of Funds	Programs	Staffing	Annual Budget
Alameda County Arts Commission	Alameda County	<ul style="list-style-type: none"> <li>Local artists</li> <li>Arts Organizations</li> <li>County Libraries</li> </ul>	<ul style="list-style-type: none"> <li>2% of each county capital project budget to be allocated for the acquisition, design, creation, installation and maintenance for public art and related administrative costs.</li> <li>These are the funders for Alameda County:                             <ul style="list-style-type: none"> <li>California Arts Council.</li> <li>National Endowment for the Arts</li> <li>Foundation for the Arts in Alameda County</li> <li>East Bay Community Foundation</li> <li>Alameda County Office of Education's Alliane for Arts Learning Leadership</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Arts Advocacy; Arts Leadership Award.</li> <li>Arts Education - Art IS</li> <li>Education: Promoting public support for arts education for all youth</li> <li>100 Families Alameda County: Art and Social Change</li> <li>Alliance for Arts Learning Leadership of the San Francisco Bay Area</li> <li>Annual Alameda County Poetry Out Loud</li> <li>Veterans Initiative in the Arts: Veterans Art Project</li> </ul>	<ul style="list-style-type: none"> <li>Director</li> <li>Program Coordinator</li> <li>Public Art Program Coordinator x 2</li> <li>Program Associate</li> </ul>	<p>MOE (maintenance of Effort)</p> <p>Budget adjustments necessary to support programs in 2020-2021: Arts Commission expenditure and revenue adjustments, appropriated 100,000</p> <ul style="list-style-type: none"> <li>Appropriation by Program - Cultural, Recreation &amp; Education \$40.5M (1.2% of budget)</li> </ul>
San Francisco Arts Commission	San Francisco	<ul style="list-style-type: none"> <li>Local artists</li> <li>Arts Organizations</li> </ul>	<ul style="list-style-type: none"> <li>Art Enrichment Ordinance , 2% for art program, funding for the acquisition of artwork for new public facilities and civic spaces. It ensures that two percent of the gross construction cost of civic buildings, transportation improvement projects, new parks, and other above ground structures such as bridges be allocated for public art.</li> <li>1% for art program that requires that large projects in the Downtown and nearby neighborhoods provide public art that equals 1% of the total construction cost. There is an option for a aportion of the 1% art requirement to the City's Public Art Trust.</li> <li>Proposition E Funding: In November 2018, San Franciscans voted by 75% majority to allocate</li> </ul>	<ul style="list-style-type: none"> <li>Civic Design Review (charter mandated responsibility of the Arts Commission)</li> <li>Community Investments;</li> <li>Art Education, partners with San Francisco Unified School District, Arts Education Alliance of the Bay Area, and the Department of Children, youth and their Fmailies. - Arts Education Directory, an online guide for parents, principals, and teachers with contact information for arts and arts education resources.</li> <li>Cultural centers, 4 City-owned facilities and 3 virtual cultural centers operated by nonprofit arts organizations and provide cultural and arts programs.</li> </ul>	<ul style="list-style-type: none"> <li>Director of Public Art and Civic Art Collection</li> <li>Director of Public Art Trust and Speical Initiatives (Temproyary public art)</li> <li>Program Associate, Civic Design and Special Initiatives.</li> <li>Program Associate, Community Investment Program.</li> <li>Program Associate, Program Associate, Art Vendor Program</li> <li>Commission Secretary, Liaison to Commissioners, Director of Cultural Affairs, Deputy Directors.</li> <li>Director of Public &amp; Private</li> </ul>	<p>Proposition E Funding:</p> <ul style="list-style-type: none"> <li>FY20 Hotel Tax Allocations by Department: Grants for the Arts \$14,670,000, Arts Commission (Community Investment) \$11,430,000, Mayor's Office of Housing and Community Development \$2,700,000.</li> <li>FY20 Hotel Room Tax Expenses (Arts Commission) Cultural Centers \$2,777,606, Cultural Equity Endowment \$4,668,292, Arts Impact Endowment \$1,554,250</li> </ul>
Silicon Valley Creates	Santa Clara County	<ul style="list-style-type: none"> <li>Santa Clara Artists, Arts Institutions, fiscal sponsees</li> </ul>	<ul style="list-style-type: none"> <li>Santa Clara County Transit occupancy tax (TOT) supports a portion of their budget. The TOT is 8%. Each year, the first \$500,000 in TOT supports arts and culture projects in the County. The remaining taxes fund human service needs in the County.</li> <li>Additional support comes from Packard, Hewlett, Applied Materials and California Arts Council.</li> <li>As an arts service organization they apply for specific grants to support their services.</li> </ul>	<ul style="list-style-type: none"> <li>Arts Accelerator</li> <li>GenArts Silicon Valley</li> <li>SVMindshare.</li> <li>Poet laureate</li> <li>Content Magazine.</li> <li>SV Laureate/SVARTS/CONTENT Emerging Artist Award</li> <li>ArtsEdConnect.</li> <li>The Studio Grant Programs:                             <ul style="list-style-type: none"> <li>Blue shield of California Community Health Mural Project - Gilroy</li> <li>X Factor Grants.</li> <li>SV Laureate Awards</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Chief Executive Officer.</li> <li>Creative Catalyst &amp; ArtsWeb Arts Business Navigator.</li> <li>Program Manager.</li> <li>The Cultivator, Content Magazine</li> <li>Associate Producer, Content Magazine</li> <li>Program Assistant</li> <li>ArtsWeb Business Navigator.</li> <li>Administrative Manager.</li> <li>Accounting Coordinator.</li> <li>Director of Strategic Initiatives</li> <li>An additional committee was added - The Equity Council is advosry to the SVCreates Board of Directors and is made up of at least two board members and several community representatives. The council guides SVCreates in advancing racial and cultural equity within the organization's structure, leadership, programming, and planning. It has 5 members.</li> </ul>	<p>2019 expenses \$2,607,289.</p>
Creative Sonoma	Sonoma	<ul style="list-style-type: none"> <li>Artists &amp; Creatives</li> <li>Arts Education.</li> <li>Organizations &amp; Enterprises</li> </ul>	<ul style="list-style-type: none"> <li>Support from County of Sonoma Economic Development Board, California Arts Council, National Endowment for the Arts.</li> <li>The County of Sonoma has established a fund the be administered by Creative Sonoma to support cultural arts activities across Sonoma County.</li> </ul>	<ul style="list-style-type: none"> <li>Public Art Directory</li> <li>Creatives at Work; artist creative directory, organizations and enterprise directory and film services directory.</li> <li>Professional development events</li> <li>Arts Education Hub</li> <li>Special Projects; Sonoma Sound 2021, Creative ReOpening 2020-2021</li> <li>Creative Sonoma leverages funding and opportunities to partner throughout Sonoma County to integrate the arts in meaningful ways. Learn more about each of these projects and how creatives have been put to work to impact and uplift our entire community.</li> <li>Grant Programs:                             <ul style="list-style-type: none"> <li>Arts Education Framework Consultancy Awards</li> <li>Arts &amp; Cultural Equity Fellowship Grants.</li> <li>Arts Impact Grants for Organizations</li> <li>COVID-19 Arts Relief Grants for Organizations</li> <li>Recovery &amp; Response Grants</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Director</li> <li>Program Officer</li> <li>Administrative Operations Coordinator</li> <li>Arts Education Manager.</li> <li>*There are also an 8 member Creative Sonoma Advisory Board and 9 member Economic Development Board of Directors</li> </ul>	

## Appendix 4: Bay Area and Central Coast State-Local Partner Nonprofit Art Organizations

### Summary:

1. California counties have utilized nonprofit art organizations as State-Local Partners for the California Arts Council.
2. This is for various reasons: nonprofit county organizations merge together, a county government agency has disbanded or dissolved, or an independent nonprofit organization provides county services.
3. This analysis includes Bay Area and Central Coast nonprofit art organizations examples: San Benito County Arts Council, SVCREATES, MarinArts, Arts Council Napa Valley, and Arts Council Santa Cruz County.
4. The following examples are recognized by the California Arts Council as county-designed local arts agencies:  
[https://arts.ca.gov/wp-content/uploads/2020/11/CAC\\_SLP\\_2019-21\\_Directory\\_050820.pdf](https://arts.ca.gov/wp-content/uploads/2020/11/CAC_SLP_2019-21_Directory_050820.pdf)

### San Benito County Arts Council

Jennifer Laine, Executive Director  
San Benito County Arts Council  
831.636.2787

#### Links:

<https://www.sanbenitoarts.org/about/www.sanbenitoarts.org>

Website: “The San Benito County Arts Council is an entrepreneurial, nimble, collaborative nonprofit that provides arts programming and serves as a connector, investor, advocate and leader for the arts in San Benito County. Founded in 2006, the Arts Council is anchored by a dynamic, energetic and committed staff and Board of Directors supported by a growing number of people and organizations that includes state and local government, school districts at the County Office of Education, private and public foundations, individuals and businesses.

The San Benito County Arts Council is a 501(c)3 nonprofit organization based in Hollister, California, which serves as a State-Local Partner to the California Arts Council.”

Laine: In the 1980s, San Benito was a government agency but in the early 1990s it was disbanded and reconstituted several years later as a nonprofit organization.

## Appendix 4: Bay Area and Central Coast State-Local Partner Nonprofit Art Organizations

### 2. Example: SVCREATES

Alexandra Urbanowski  
Associate Director  
alexandra@svcreates.org  
408.998.3458 ext. 214  
**Link:** <https://www.svcreates.org/>

Website: “Arts Council Silicon Valley and 1stACT Silicon Valley merged in 2013 to create the regional nonprofit SVCREATES. SVCREATES builds on Arts Council’s 30-year history of support to the arts community through regional grantmaking, professional development and the Artist Laureate program, and on 1stACT Silicon Valley’s dynamic role in incubating innovative programs and initiatives like SPUR San Jose, School of Arts and Culture at MHP, MALI (Multicultural Arts Leadership Institute), and The Studio.”

### 3. Example: MarinArts

Pamela Morton  
Board President  
pmorton53@gmail.com  
415-606-4139  
**Link:** <https://www.marinarts.org/about-us/>

“MarinArts is dedicated to advocating for all of the arts in Marin County. MarinArts online calendar makes it easy to discover and participate in creative and cultural events throughout our community, including arts events and educational opportunities for all ages.”

**History.** “After the Marin Arts Council folded in 2011, artists and arts leaders came to believe that Marin County needed an umbrella for all of the arts—visual, theater, film, literary, and music, as well as arts education. Executive Director Mary O’Mara of MarinLink (the community project incubator and fiscal sponsor), former Program Manager for the Marin Arts Council Pam Morton, and a dedicated group of arts community volunteers led six years of planning. MarinArts is the result.

Launched quietly in early 2017, MarinArts is making an impact as an important county-wide cultural events resource.

MarinArts is powered by Artsopolis, a project of Silicon Valley Creates. The platform is used by arts communities large and small throughout the United States.

*MarinArts is a 501(c)(3) nonprofit organization. Donations are tax deductible to the full extent of the law. Tax ID #47-2571336.”*

## Appendix 4: Bay Area and Central Coast State-Local Partner Nonprofit Art Organizations

### 4. Example: Arts Council Napa Valley

Olevia Everett President  
and CEO (707) 257-2117  
olivia@artscouncilnv.org

**Link:** <https://www.artscouncilnapavalley.org/about/>

Website: “Arts Council Napa Valley (ACNV) began in 1963, and obtained 501(c)(3) nonprofit status in 1981. Today ACNV is Napa County’s designated arts agency, executing programs and services countywide benefitting and uplifting our local arts and culture sector and community as a whole.

Our primary focus is increasing public access to the arts. We do this by supporting the creative industry through our programming, accessible services, and advocacy efforts. Our programming works to increase visibility and funding for local artists while our services aim to inform and connect creatives to opportunities in their fields. Our advocacy efforts work to both support and uplift emerging and mid-level artists while increasing access to arts education for students countywide.

### 5. Example: Arts Council Santa Cruz County

Jim Brown  
Executive Director  
(831) 475-9600  
jim@artscouncilsc.org

**Link:** <https://www.artscouncilsc.org/about/>

Website: “Our mission is to generate creativity, vibrancy, and connection. Together, we’re building a stronger Santa Cruz County, where creative expression thrives and the arts are integral to all aspects of our diverse community.

We’ve been doing this work since 1979 as a private, non-profit agency with an incredible team and board.”



Program	Location	Funding	Clients	Source of Funds	Charge Method	Services	Staffing	Annual Budget
Regional Arts & Cultural Council	Portland, Oregon	<ul style="list-style-type: none"> <li>City of Portland general fund, Washington County General Fund, Oregon Arts Commission and Oregon General Trust, Multnomah County General Fund and Trasken Lodging Tax.</li> <li>No private percent for art</li> </ul>	<ul style="list-style-type: none"> <li>Metro, Tri-Met, Port of Portland, City of Gresham, Oregon City, Private hospitals and local developers</li> </ul>	<ul style="list-style-type: none"> <li>2% for public art equal to the total Eligible Costs or of the total Eligible undrs of the improvement project, whichever is less. (City of Portland Ordinance).</li> <li>2% of the construction costs of each construction project. The 2% set aside is allocated as follows: 1.22% for art, .58% to RACC for management and administration of the art and .20% for maintenance costs of the commission's percent for art program.</li> </ul>	<ul style="list-style-type: none"> <li>Invoking varies depending on RACC role with the client (private or public) With some cases it is a full hand off with the artists leaving the artists doing the invoking after the hand off.</li> <li>Depending on the magnitude of project invoking will be based on milestones or as an upfront payment</li> <li>RACC tries to do a fixed fee for private clients</li> <li>All invoices happens more based on funding sources</li> </ul>	<ul style="list-style-type: none"> <li>Helps acquire and maintain community-owned artworks in public places.</li> <li>Public art management services to other public agencies; Contracted work to facilitate the selection and integration of art into private hospitals and local developers.</li> <li>Works around the country to create Public Art Master Plans, design public art programs, serve on selection panels, manage artist selection processes.</li> <li>Manages permanent work process from the selection process through installation and is responsible for the ongoing maintenance.</li> <li>RACC facilitates the acquisition, siting and installation of two and three-dimensional small scale portable artworks for the City of Portland and Multnomah County.</li> </ul>	<ul style="list-style-type: none"> <li>4 on the public art team. 3 are full time and one at 80%.</li> <li>Director of Public Art.</li> <li>Public Art Collections Manager.</li> <li>Public Art Exhibitions &amp; Collections Coordinator</li> <li>Public Art Program Senior Specialist</li> </ul>	<p>Total Expenses <b>\$13,234,998</b></p> <p>Public Art Expenses <b>\$3,080,173</b></p>
4 Culture, the Cultural Development Authority of King County	Seattle, Washington	<ul style="list-style-type: none"> <li>The Arts, Heritage &amp; Preservation areas are funded through the Lodging tax.</li> <li>Public art is not - it is funded by 1% for Art Funds from eligible King County partner construction projects.</li> <li>Consulting projects fee and cost is determined based on the full scope of work and required management.</li> <li>4 Culture has to take care of office rent</li> </ul>	<ul style="list-style-type: none"> <li>Capital Construction projects</li> <li>Facilities, Waste Water treatment, parks, KC Metro</li> <li>Projects on County land</li> </ul>	<ul style="list-style-type: none"> <li>1% for Art funds from King County are transferred to 4Culture on a bi-annual cycle. Public Art.</li> <li>4 of the 6 staff is paid from the 1%</li> <li>County provides about \$200,000 yearly to care for art, this is separate from the 1%. 4Culture will supplement maintenance with funds left over from projects</li> <li>Some projects are voter approved bonds</li> <li>2019 Consulting revenue \$161,623</li> </ul>	<ul style="list-style-type: none"> <li>4Culture manages funds and contracts the artists - they bill administrative 4Culture cost and pay public art staff out of these funds.</li> <li>A certain % of staff time is billed to the County Partner master accounts for public art staff.</li> <li>There is one liaison per County agency</li> <li>Budget percentages change yearly based on overall amount of work with the County partner.</li> <li>4Culture develops specific projects and budgets in advisement with the County partners and then review them with the Public Art Advisory Committee.</li> <li>These budgets cover the artists contracts - divided into two steps artist design then artist implementation. Overall project expenses are designated for the project. Overall panel cost come from each County partner master account</li> </ul>	<ul style="list-style-type: none"> <li>project scoping.</li> <li>master plan,</li> <li>artist selection,</li> <li>design development,</li> <li>fabrication and installation Oversight.</li> <li>Prefer to manage projects that are a full life cycle from project scope through installation to assure artists work and are managed under best practices thought project.</li> <li>They provide similar scoping for County partners as well as day to day management of new projects as well as the existing County Collection.</li> </ul>	<ul style="list-style-type: none"> <li>6 on the public art team. 2 are collections and curatorial for the portable art collection.</li> <li>Contractors are brought on as needed for specific expertise as related to collection care and project scoping.</li> <li>in general the public art team is the primary point person and manager for all projects.</li> </ul>	<p>2019 <b>\$20,635,477</b> expenditures, Includes first time expense for Equity Facility Investment program <b>\$3,998,724</b></p>
Houston Arts Alliance	Houston, Texas	<ul style="list-style-type: none"> <li>The HOT fund amounts received by the Alliance are used as follows: 1. to provide grants to artists, artistic, cultural and educational programs and activities, and other program expenses, 2. to fund administrative expenses</li> </ul>	<ul style="list-style-type: none"> <li>United Airlines, Southwest Airlines, Caydon USA, City of Houston, Houston First Corporation, Buffalo Bayou Partnership, Downtown Management District, The Kroger Company, art in parks, libraries and local airports</li> </ul>	<ul style="list-style-type: none"> <li>contract with the City to promote tourism and the convention and hotel industry through a coordinated program, in cooperation with other arts, tourism and convention organizations will promote, develop and publicize a full array of arts destinations, arts activities, and arts exhibitions and displays in order to enhance the City's image as an arts city and a destination for cultural tourism. The City utilizes 10-3% of the HOT Funds to support the arts.</li> <li>The Alliance also holds a 3 year contract with the City to provide professional civic art and conservation administration services to the City under the direction of the General Services Department. Services performed under the GSD contract are provided pursuant to specific letters of authorization (LOA) that outline the scope of services and a not-to-exceed dollar amount that the Alliance may be awarded. Management fees are earned by the Alliance on the services performed under each LOA.</li> <li>Federal, state, and county grants</li> <li>Civic art and design contracts.</li> <li>Special events</li> <li>Direct donors</li> </ul>	NA	<ul style="list-style-type: none"> <li>Artist Selection Services, Master Planning Participation, Management of Fabrication and Installation, Conservation</li> </ul>	<ul style="list-style-type: none"> <li>19 Staff including Director of Civic Art + Design, Civic Art + Design Project Manager, Civic Art + Design Coordinator</li> <li>38 member Board of Directors, 49 member advisory council</li> </ul>	<p>FY19 Expenses <b>\$9,990,735</b></p>
Art Council of Fort Worth	Fort Worth, Texas	<ul style="list-style-type: none"> <li>Funded by a 2% of the CC bond projects for public art. However, street bond projects provide only 1% for public art.</li> <li>Funded by city funds and not Arts Council funds but psyches/furnish through the Arts Council.</li> <li>City's general fund supports the FWCommunity Arts Center Building (office and the Arts Council Grants program.</li> </ul>	<ul style="list-style-type: none"> <li>City of Fort Worth, City projects.</li> <li>Some private entities such as hotels</li> <li>Local transit agency</li> </ul>	<ul style="list-style-type: none"> <li>Administration budget for Public Art is from the Water Fund a percentage of the Water Department's Capital Improvement projects.</li> <li>HOT tax is currently not a funding source</li> <li>Each year a there is a contract with the city for public art program and is separate from the arts council and art center funding</li> <li>City provides a stipend to manage the center/office</li> <li>There is separate funds for conservation</li> </ul>	<ul style="list-style-type: none"> <li>ACFW does not hold the funds for the artist</li> <li>ACFW request invoice from the artist and forwards to the city</li> <li>Outside consulting fees have been either \$50 or \$100 per hour.</li> <li>Payments are made per milestone accomplished</li> <li>Also, the bond funds are extended out in an appropriate manner to demonstrate the process of the project is happening.</li> <li>All contracts are between the artist and city</li> <li>Maintenance contracts are between the contractor and the city</li> <li>ACFW can do partial payments</li> </ul>	<ul style="list-style-type: none"> <li>Project Initiation,</li> <li>Artist Selection,</li> <li>Preliminary Design, Final Design,</li> <li>Fabrication, Installation &amp; Dedication.</li> <li>The team helps communicate project updates to their neighbors.</li> </ul>	<ul style="list-style-type: none"> <li>6 staff including</li> <li>Director of Public Art,</li> <li>Public Art Manager x 3,</li> <li>Public Art Collection Manager,</li> <li>FW Community Engagement Coordinator</li> </ul>	<p><b>\$13,122,650.67</b> 50 Public Art Projects/ Combined Budgets Total from FY 2021 Annual Work Plan</p>
Artist & Science Council- public art program, Culture For All	Charlotte, North Carolina	<ul style="list-style-type: none"> <li>County ordinance is 1% for Public Art allocation through design and construction.</li> <li>Of the 1%, 15% is administrative and 85% is art budget.</li> <li>City ordinance is an up to 1% of 60% of the cost of construction, including the Charlotte airport projects.</li> <li>All projects have to be deemed eligible through CIP. City are street and fire stations, County are Parks &amp; Rec, specific facilities, and libraries.</li> <li>No current private % for the arts</li> </ul>	<ul style="list-style-type: none"> <li>City of Charlotte</li> <li>County of Mecklenburg</li> <li>6 suburban towns</li> </ul>	<ul style="list-style-type: none"> <li>City budget cycle is every 3 years</li> <li>County budget cycle is every 5 years</li> <li>Bonds become available for projects and given to ASC to administer</li> <li>There is no allocation for maintenance, instead the Right Away Maintenance program has been taking care of art</li> </ul>	<ul style="list-style-type: none"> <li>After an RFQ is sent out ASC invoices client (City or County) 15%</li> <li>After artist selection ASC invoices the remaining 85%.</li> <li>Private consultant projects payment method is based off of milestones achieved.</li> </ul>	<ul style="list-style-type: none"> <li>Project management; RFQ, artist selection, contract, construction, installation</li> <li>No current maintenance service provided</li> </ul>	<ul style="list-style-type: none"> <li>Vice President Public Art</li> <li>Project Manager Public Art</li> <li>Recently hired two previous staff members as independent contractors.</li> </ul>	<p>FY19 990 Arts &amp; Science Council Total Expenses <b>\$15,789,916</b></p>
Forecast Public Art	Saint Paul Minnesota	<ul style="list-style-type: none"> <li>Individual Donors Categories include:                             <ul style="list-style-type: none"> <li>Changemaker \$25,000+</li> <li>Director's Circle \$2,500+</li> <li>\$1,000-2,499</li> <li>\$500-999</li> <li>\$250-499</li> <li>\$100-249</li> <li>\$1-99</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Individuals</li> <li>community developers,</li> <li>city planners,</li> <li>police-based designers,</li> <li>educators,</li> <li>Focus their pro bono and in-kind services in communities of color, rural communities and Native nations.</li> </ul>	<ul style="list-style-type: none"> <li>Grants and Contributions.</li> <li>Foundations.</li> <li>National Endowment for the Arts</li> <li>Individual Donors</li> <li>Clients</li> </ul>	N/A	<ul style="list-style-type: none"> <li>Community Engagement,</li> <li>Public Art and Memorial Planning,</li> <li>Public Art Mapping,</li> <li>Community Environmental Scanning,</li> <li>Public Art Program + Collection Equity Audits.</li> <li>mini grants</li> <li>Workshops.</li> </ul>	<ul style="list-style-type: none"> <li>staff member:                             <ul style="list-style-type: none"> <li>Executive Director,</li> <li>Finance + Operations Manager</li> <li>Content-Communications Manager,</li> <li>Director of Programming + New Initiatives,</li> <li>Program Manager,</li> <li>Development Manager,</li> <li>Advisor + Consulting Editor Forward,</li> <li>Communications Strategist Forward</li> <li>Curator of Partnerships + Programming, and 7 consultants</li> </ul> </li> </ul>	<p>2020 expenses <b>\$1,139,469</b></p>
San Diego County	San Diego County	<ul style="list-style-type: none"> <li>5% of constructions with a maximum budget of \$500,000</li> <li>3% is set aside by the project manager.</li> </ul>	<ul style="list-style-type: none"> <li>Projects throughout County</li> </ul>	<ul style="list-style-type: none"> <li>There is discretionary money in the districts which means some projects have been independently funded</li> <li>Ordinance supports funding from Construction projects.</li> <li>Transient Occupancy Tax supports the Organizational Support Program (OSP) and the Creative Communities San Diego (CCSD) program.</li> </ul>	<ul style="list-style-type: none"> <li>Artist is contracted by the D &amp; B team and not the County</li> <li>D &amp; B team work is up to 20% but is determined project by project.</li> <li>Consultant bills per milestone</li> <li>Consultant works with artists on when to invoice the D&amp;B</li> </ul>	<ul style="list-style-type: none"> <li>Each project is a Design &amp; Build and each D&amp;B entity hires consultant not the County</li> <li>Consultant becomes responsible for project; artist license agreement, contracts, invoices</li> <li>Civic Art Collection</li> <li>SD Practive Initiative</li> <li>Poet Laureate</li> </ul>	<ul style="list-style-type: none"> <li>7 staff members</li> <li>Senior Arts and Culture Funding Manager.</li> <li>Civic Art Program Manager</li> <li>Arts and Culture Project Manager.</li> <li>Executive Director.</li> <li>Chief of Civic Art Strategies.</li> <li>Senior Public Art Manager</li> <li>Project Manager</li> <li>15 member Commission for the Arts and Culture</li> </ul>	<p>FY19 Proposed budget <b>\$14,460,134</b></p>

# **BY-LAWS OF THE ARTS AND CULTURE COMMISSION OF CONTRA COSTA COUNTY**

## **1. STATEMENT OF PURPOSE**

The function of the Arts and Culture Commission of Contra Costa County (Commission) is to advise the Board of Supervisors on matters and issues relevant to arts and culture; to advance the arts in a way that promotes communication, education, appreciation and collaboration throughout Contra Costa County; to preserve, celebrate and share the arts and culture of the many diverse ethnic groups who live in Contra Costa County; to create partnerships with business and government; to increase communication and understanding between all citizens through art; and to create District Alliances in each Supervisorial District. Most importantly, the Commission will promote arts and culture as a vital element in the quality of life for all of the citizens of Contra Costa County.

## **2. DUTIES OF COMMISSIONERS**

Each Commissioner is expected to:

- a. Support the functions of the Commission.
- b. Give all meetings and other Commission activities a priority on his/her calendar.
- c. Serve on and chair Commission committees and events.
- d. Keep current with all facts and information upon which the Commission must base its collective opinions and decisions.
- e. Participate in strategic planning and implementation of arts programming.
- f. Be an ambassador and proponent of the arts and the Commission in Contra Costa County and engage people from all cultural and ethnic groups in the arts and in the work of the Commission.

## **3. LOCATION OF MEETINGS**

Regularly scheduled Commission meetings will be held at the location designated by a majority of the Commission, and such location shall be accessible to the public.

## **4. MEMBERSHIP OF THE COMMISSION**

The Commission will have nine members and one alternate. Each Supervisor will appoint one member to represent his or her district. Four members will serve at-large and will be recommended by the Commission for appointment by the Board of Supervisors, as will the one alternate. The alternate may sit and vote for any absent member or vacant seat.

The Commission will also include two non-voting Youth Advisor members. Each Youth Advisor will be a high school or college student. Each Youth Adviser will be interviewed and recommended by the Commission for appointment by the Board of Supervisors for a one-year term.

Each Youth Adviser will perform a Commission-approved service project during their respective term. The Youth Advisers will be expected to attend all Commission meetings and other Commission activities as needed.

## **5. TERMS OF COMMISSIONERS**

Staggered terms are four years in length, ending June 30. Upon expiration of their term, Commissioners may continue to serve until their reappointment has been approved, or a successor is appointed. There are no term limits.

## **6. RESIGNATION AND/OR REMOVAL OF COMMISSIONERS**

Resignations from District seats shall be given in writing to the appointing District Supervisor. Resignations from at-large seats shall be given in writing to the Executive Director or the Chair. Resignation will be effective upon receipt of the written letter, unless a later effective date is specified in the resignation.

Regular attendance is essential for the Commission to conduct regular business, accomplish annual goals as approved by the Board of Supervisors, and meet funding source program requirements. Any Commissioner who is absent from three (3) regular meetings in a 12-month period, may be asked to resign, unless good cause is shown and approved by the Commission (e.g., work assignment, accident, illness or death of a family member, vacation, or personal illness).

## **7. OFFICERS**

The officers are Chair, Vice-Chair, and Senior Commissioner.

## **8. ELECTION OF OFFICERS**

A three-member nomination committee, appointed by the Chair, will develop a slate of officers to be presented and elected by the Commission at the June meeting. If an office becomes vacant at any time, the Commission will elect a new officer at the first regularly scheduled meeting following the effective date of the vacancy.

## **9. TERMS OF OFFICE**

Each officer serves a term of one year, beginning in July and ending the following June. An officer may not serve more than two consecutive terms, unless 80% of the Commissioners approve the waiving of this bylaw provision.

## 10. DUTIES OF OFFICERS

### Chairperson

1. The Chair calls and presides over meetings of the Commission.
2. The Chair and the Executive Director, with input from the Commissioners, prepare the meeting agenda.
3. The Chair may delegate his/her duties to the Vice-Chair.
4. The Chair ensures that there is full participation of the Commissioners present during a duly held meeting.

### Vice-Chair

1. The Vice-Chair assumes the duties of the Chair in the Chair's absence.
2. The Vice-Chair assumes the duties of the Chair for the remainder of the term of that office if the Chair is unable to continue.

### Senior Commissioner

1. The Commissioner with the most service time on the Commission, excluding the Chair and Vice-Chair, is the Senior Commissioner.
2. In the absence of the Chair and Vice-Chair, the Senior Commissioner will assume the duties of the Chair until either the Chair or Vice-Chair returns, or a new Chair or Vice-Chair is appointed.

## 11. THE STANDING COMMITTEES

The Commission may create committees composed solely of members of the Commission, which can be standing committees, task forces, or ad hoc committees, as needed.

Standing committees should meet at least quarterly or more frequently as needed. All actions approved by a standing committee will be referred to the Commission for final approval. Former Commissioners, the general public, and community members may, and are encouraged to, attend meetings of a standing committee, task force, or ad hoc committee, but may not be members of any committee.

1. **Communications Committee** – It is recommended that three Commissioners serve on the Communications Committee.

The Communications Committee will develop plans to increase public visibility of both the Commission and the arts in Contra Costa County. Functions include public relations, marketing and media relations.

2. **Public Arts Committee** – It is recommended that three Commissioners serve on the Public Arts Committee.

The Public Arts Committee will oversee the Arts Passages Program and other public art projects as directed by the Commission.

### **3. Executive Committee**

The Executive Committee is comprised of the Commission Chair, Vice-Chair, and Senior Commissioner. The Executive Committee will review and make recommendations concerning Commission staff, personnel matters, finance and budget, and Commission governance issues. The Executive Committee shall meet at least once every six months with the Executive Director to establish priorities and set agendas for the regular meetings of the Commission.

### **4. Arts Recognition Awards Committee** – It is recommended that two Commissioners serve on the Arts Recognition Awards Committee.

The Arts Recognition Awards Committee shall oversee the Annual Arts Recognition Program, including, but not limited to, establishing a project plan, reviewing the nomination forms for completeness, selecting judges, managing the judging process, selecting the artist to create the awards, and the coordination and preparation of the celebration honoring the recipients.

## **12. CONDUCT OF MEETINGS**

All meetings of the Commission and its committees shall be held in accordance with The Ralph M Brown Act and the County's Better Government Ordinance.

## **13. QUORUM**

A majority of the total number of authorized seats on the Commission or on a committee must be present to constitute a quorum for meetings. If all authorized seats are not filled, this does not change the quorum requirement. With nine authorized seats, a quorum of the Commission is five Commissioners. The alternate may sit for any absent member or vacant seat and count toward a quorum. No business shall be conducted without a quorum.

## **14. AMENDING THE BY-LAWS**

Any proposed changes to these bylaws will be referred to the Executive Committee for review and recommendation to the Commission. The proposed changes to these bylaws shall be presented in writing at the next regularly scheduled meeting of the Commission and may be recommended to the Board of Supervisors by a two-thirds vote of the Commission members present. The proposed changes to these bylaws shall be effective upon approval by the Board of Supervisors.

Adopted: 5/8/96

Amended: 8/14/96, 9/23/02, 10/09/02, 02/08/06, 10/02/07, 04/23/13, 02/03/15,  
4/10/18, 9/8/20, 12/02/20

**From:** [Silvia Ledezma](#)  
**To:** [Supervisor Candace Andersen](#); [Supervisor Burgis](#); [Julie Enea](#)  
**Cc:** [Clerk of the Board](#)  
**Subject:** Input to Internal Operations Committee  
**Date:** Monday, March 14, 2022 10:31:29 AM

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I appreciate that you have taken the time to inquire about AC5 County Arts matters and concerns.

I am Silvia Ledezma Arts educator and advocate. My B.F.A. is from Cal. College of the Arts and a Masters of Arts in Visual Studies from the University of California at Berkeley.

In 2016 I was appointed by County Supervisor John Gioia and continued reappointment through 2021. I spent 5 years and eight months with the Arts Commission. As Chair I spent 12 months and 3 days due to a resignation.

I have been involved with the Superior Court of Contra Costa County as a Civil Grand Juror in 2018. This means that I volunteered for the County almost seven years.

Since 2016 I started to realize that the Commissions lacked team work, respect for Latinx like me. Through the years there's been secrecy and violations to the Brown Act and to Bylaws, nepotism and disruption when we needed consensus.

I reported this issue to a County Administrator which is no longer here. We were told that the Zoom meetings were not recorded because of Brown Act violations.

As the Chair to the County Arts Commission I endured a lot of stress and frustration due to the lack of oversight.

I was immersed in the creation of the Cultural Plan prospectus updating Bylaws and creating Agendas. For me Inclusion and equity is the most important element for a better society.

I recommend that what is stated above does not happen again. For the Board and County Administration to observe the development of a new commission.

I recommend option one as a realistic approach in building a new Arts and Culture Commission for Contra Costa County.

Silvia Ledezma M.A.

**From:** [Jenny E. Balisle](#)  
**To:** [Supervisor Candace Andersen](#); [Supervisor Burgis](#); [Julie Enea](#)  
**Subject:** IOC Public Comments  
**Date:** Monday, March 14, 2022 12:59:56 PM  
**Attachments:** [Pandemic Relief Report.pdf](#)

---

**Hello,**

**Jenny E. Balisle's IOC Agenda #8 comments for the record!**

**Thank you,**

**Jenny**

Hello,

Thank you Supervisor Burgis and Supervisor Anderson for your attention to item #8 on the Internal Operations Committee agenda. My name is Jenny Balisle and I'm an administrator, curator, artist, and UC Berkeley Extension educator. As the former Managing Director of Arts & Culture Commission, I fully support Art Builds Community's recommendations including dissolving the Commission. Art Builds Community's expertise is impressive including numerous certifications, awards, publications, webinars, and philanthropic activities.

I would like to thank the County Administration Office staff for their subcommittee report and important analysis. **I support Option #1 to dissolve the Arts & Culture Commission and establish a nonprofit organization.** It is the logical next step to professionally meet community needs.

Of all California counties: only 9 of the 54 California Art Council recognized art agencies are county governments. All others are nonprofits. One local example is SVCREATES in Santa Clara County, they have been a leader in innovative community art programs and initiatives. Board members are esteemed art professionals and advocates.

Contra Costa county has historically had the lowest arts budget and staff of all Bay Area counties. Backed by a 2021 Vogel Consulting report (included in this email), this has had devastating impacts including limited funding opportunities on artists and art organizations. For example, San Francisco artists received 10x more grants than Contra Costa. BIPOC artists and art organizations continue to be disproportionately impacted.

When the Arts & Culture Commission received \$250k Measure X funds, it was reduced from the \$625k ask to only include 4 new programs with limited staff funds. No funds were earmarked for signature programs. In that position, I was managing 8 programs, writing grants, and facilitating commission business on an independent part time contractor salary. I worked 7 days a week and adding 4 new programs was unobtainable.

Since September, 6 Commissioners have resigned, a Senior Deputy County



Administrator, and Managing Director.

The Arts & Culture Commission has had limited funding and little oversight since 1994. The current structure is unable to flourish, meet community needs, and be sustainable.

A nonprofit model follows best practices of successful county agencies locally and nationally. Implementing Art Build's Community's recommendations and selecting Option #1 provides a solid arts foundation for the future.

Sincerely,

Jenny Balisle



Contra  
Costa  
County

To: Board of Supervisors  
From: Mary Ann Mason, County Counsel  
Date: March 29, 2022

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

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**RECOMMENDATION(S):**

1. FIND that the Board of Supervisors has reconsidered the circumstances of the Statewide state of emergency proclaimed by the Governor on March 4, 2020, and the Countywide local emergency proclaimed by the Board of Supervisors on March 10, 2020.
2. FIND that the following circumstances exist: (a) the Statewide state of emergency and the Countywide local emergency continue to directly impact the ability of the Board of Supervisors in all its capacities, its committees, and its advisory bodies to meet safely in person because the highly transmissible Omicron and BA.2 variants of COVID 19 are present in the County, and while local COVID 19 test positivity and hospitalizations are decreasing they are still high; and (b) the County Health Officer's recommendations for safely holding public meetings, which recommend virtual meetings and other measures to promote social distancing, are still in effect.
3. AUTHORIZE the Board of Supervisors, in its capacity as the governing board of the County, the Contra Costa County Fire Protection District, the Housing Authority of the County of Contra Costa, the Contra Costa County Flood Control and Water Conservation District, and the Contra Costa County In-Home Supportive Services Public Authority, and its subcommittees, to continue teleconference meetings under Government Code section 54953(e) for the next 30 days.
4. AUTHORIZE all advisory bodies, committees, and commissions established by the Board in all its capacities, including but not limited to municipal advisory councils and the Measure X Community Advisory Body, to continue teleconference meetings under Government Code section 54953(e) for the next 30 days.
5. REQUEST that the Planning Commission, Merit Board, and Assessment Appeals Board consider holding teleconference meetings under Government Code section 54953(e) for the next 30 days.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

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

By: , Deputy

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

## RECOMMENDATION(S): (CONT'D)

6. DIRECT the County Administrator/Clerk of the Board and staff to the various Board advisory bodies to take all actions necessary to implement the intent and purpose of this Board order, including conducting open and public meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act.

7. DIRECT the County Administrator/Clerk of the Board to return to the Board acting in all its capacities, no later than 30 days after this Board order is adopted, with an item to reconsider the state of emergency and whether to continue authorizing virtual meetings under the provisions of Government Code section 54953(e) and to make required findings as to all bodies covered by this Board order.

## FISCAL IMPACT:

This is an administrative action with no direct fiscal impact.

## BACKGROUND:

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

- The agency must provide notice of the meeting and post an agenda as required by the Brown Act and Better Government Ordinance, but the agenda does not need to list each teleconference location or be physically posted at each teleconference location.
- The agenda must state how members of the public can access the meeting and provide public comment.
- The agenda must include an option for all persons to attend via a call-in or internet-based service option.
- The body must conduct the meeting in a manner that protects the constitutional and statutory rights of the public.
- If there is a disruption in the public broadcast of the meeting, or of the public's ability to comment virtually for reasons within the body's control, the legislative body must stop the meeting and take no further action on agenda items until public access and/or ability to comment is restored.
- Local agencies may not require public comments to be submitted in advance of the meeting and must allow virtual comments to be submitted in real time.
- The body must allow a reasonable amount of time per agenda item to permit members of the public to comment, including time to register or otherwise be recognized for the purposes of comment.
- If the body provides a timed period for all public comment on an item, it may not close that period before the time has elapsed.
- AB 361 sunsets on January 1, 2024.

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

The Board last considered these matters on February 8, 2022, made the required findings and continued use of special teleconferencing rules. The Board can again find that the Statewide state of emergency continues to exist, that the state and Countywide local emergencies continue to directly impact the ability of the Board of Supervisors in all its capacities, and its subcommittees, and advisory bodies to meet safely in person, and that state or local officials continue to impose or recommend measures to promote social distancing.

The Public Health Officer has advised that the highly transmissible Omicron and BA.2 variants of COVID 19 are present in the County, and COVID 19 test positivity and hospitalizations remain at a high level. In addition, on March 1, 2022, the County Health Officer again issued recommendations for safely holding public meetings that included recommended measures to promote social distancing. (See Attachment A, Health Officer's Recommendations). Among the Health Officer's recommendations: (1) on-line meetings (teleconferencing meetings) are strongly recommended as those meetings present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19; (2) if a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended when possible to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person; (3) a written safety protocol should be developed and followed, and it is recommended that the protocol require social distancing - i.e., six feet of separation between attendees - and face masking of all attendees; (4) seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times. These recommendations are still in effect.

## CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

Attachment A, Health Officer's Recommendations



### Recommendations for safely holding public meetings

Each local government agency is authorized to determine whether to hold public meetings in person, on-line (teleconferencing only), or via a combination of methods. The following are recommendations from the Contra Costa County Health Officer to minimize the risk of COVID 19 transmission during a public meeting.

1. Online meetings (i.e. teleconferencing meetings) are strongly recommended as these meetings present the lowest risk of transmission of SARS CoV-2, the virus that causes COVID 19. This is particularly important in light of the current community prevalence rate as of March 1, 2022. Our current trends as of March 1, 2022 in Covid-19 case rate, Covid-19 test positivity, and Covid-19 hospitalizations are decreasing, but cases rates remain high with the Omicron variant of Covid-19 being the predominant variant identified, the impact of which on the spread of Covid-19 has shown to dramatically increase COVID-19 transmission.
2. If a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended, when possible, to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person.
3. A written safety protocol should be developed and followed. It is recommended that the protocol require social distancing – i.e., six feet of separation between attendees – and face masking of all attendees.
4. Seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times.
5. Consider holding public meetings outdoors. Increasing scientific consensus is that outdoor airflow reduces the risk of COVID-19 transmission compared to indoor spaces. Hosting events outdoors also may make it easier to space staff and members of the public at least 6 feet apart.
6. Current evidence is unclear as to the added benefit of temperature checks in addition to symptom checks. We encourage focus on symptom checks as they may screen out individuals with other Covid-19 symptoms besides fever and help reinforce the message to not go out in public if you are not feeling well.
7. Consider a voluntary attendance sheet with names and contact information to assist in contact tracing of any cases linked to a public meeting.

Revised 3-1-2022

*Sefanit Mekuria*

Sefanit Mekuria, MD, MPH  
Deputy Health Officer, Contra Costa County





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 29, 2022

**Subject:** Approve the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD17-09465, El Sobrante area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2022/89 approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD17-09465, for a project being developed by Jit S. Pandher, Sukmit K. Pandher, Satwant S. Pandher and Gurmail Singh Pandher, as recommended by the Public Works Director, El Sobrante area. (District I)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 62.

**CONSEQUENCE OF NEGATIVE ACTION:**

The agreement will not be recorded and Contra Costa County may not be in full compliance with its National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Management Discharge Control Ordinance.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Randolph Sanders (925) 313-2111

By: , Deputy

ATTACHMENTS

Resolution No. 2022/89

Stormwater Management Facilities Operation & Maintenance Agreement and Right of Entry

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 03/29/2022 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2022/89

IN THE MATTER OF approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD17-09465 (APN 430-161-020 & 430-161-021), El Sobrante area. (District I)

WHEREAS the Public Works Director has recommended that he be authorized to execute the Stormwater Management Facilities Operation and Agreement with Jit S. Pandher, Sukmit K. Pandher, Satwant S. Pandher and Gurmail Singh Pandher, as required by the Conditions of Approval for subdivision SD17-09465. This agreement would ensure the operation and maintenance of the stormwater facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for subdivision SD17-09465, which is located at 39 Kirkpatrick Drive in the El Sobrante area.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

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: March 29, 2022

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Joshua Laranang- Engineering Services, Michelle Mancuso- Watershed Program, Flood Control, John Steere, Watershed Program, Flood Control, Catherine Windham, Flood Control, Renee Hutchins - Records, Karen Piona-Records, Jit S. Pandher, Sukmit K. Pandher, Satwant S. Sandher & Gurmail Singh Pandher



**Recording Requested By:  
COUNTY OF CONTRA COSTA**

**When Recorded, Return To:  
COUNTY OF CONTRA COSTA  
Contra Costa County Public Works Department  
Attn: Engineering Services  
255 Glacier Drive  
Martinez, CA 94553**

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**Document Title**

**COUNTY OF CONTRA COSTA**

**COVENANT RUNNING WITH THE LAND,  
STORMWATER MANAGEMENT FACILITIES OPERATION  
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY**

**PROJECT: SD17-9465**

**PROPERTY OWNER(S): Jit S. Pandher, Sukmit K. Pandher, Satwant S. Pandher and Gurmail  
Singh Pandher**

**ASSESSOR'S PARCEL NUMBER(S): 430-161-020 & 430-161-021**

**COVENANT RUNNING WITH THE LAND,  
STORMWATER MANAGEMENT FACILITIES  
OPERATION AND MAINTENANCE AGREEMENT,  
AND RIGHT OF ENTRY**

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Jit S. Pandher, Sukmit K. Pandher, Satwant S. Pandher and Gurmail Singh Pandher, and the County of Contra Costa, a political subdivision of the State of California.

**DEFINITIONS**

The following terms used in this Agreement have the meanings specified below:

**County:** The term "**County**" means the County of Contra Costa and its authorized officers, agents, and employees.

**County Engineer:** The term "**County Engineer**" means the Public Works Director for the County or his/her designee.

**Lot:** The term "**Lot**" and "**Lots**" means the individual lots or parcels shown on the Map.

**Map:** The term "**Map**" means the final map or parcel map of the Project filed in the Official Records of the Contra Costa County Recorder.

**Maintain:** The terms "**maintain**," "**maintained**," or "**maintenance**" mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation, condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable County fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

**NPDES Permit:** The term "**NPDES Permit**" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 issued to the County and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

**Operation and Maintenance Plan:** The term "**Operation and Maintenance Plan**" means the Stormwater Control Operation and Maintenance Plan for the Property prepared by Jit S. Pandher, and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file at the County Public Works Department.

**Ordinance:** The term "**Ordinance**" means Division 1014 of Title 10 of the Contra Costa County Code (Stormwater Management and Discharge Control), as may be amended from time to time.

**Project:** The term "Project" mean SD17-9465, which is being developed on the Property by the Property Owners.

**Property:** The term "Property" means that real property described and depicted in Exhibits A and B attached to this Agreement.

**Property Owner:** The terms "Property Owner" and "Property Owners" mean Jit S. Pandher, Sukmit K. Pandher, Satwant S. Pandher and Gurmail Singh Pandher, and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Property.

**Stormwater Control Plan:** The term "Stormwater Control Plan" means the Stormwater Control Plan prepared by Jit S. Pandher, and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file at the County Public Works Department.

**Stormwater Facilities:** The term "Stormwater Facilities" means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

## RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The Property Owners are the owners of the Property and intend to develop the Property with impervious surfaces.
- B. The County is the owner of real property interests in the road commonly known as Heath Drive, located in the vicinity of the Property, and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.
- C. To meet its obligations under the NPDES Permit, the County has required the Property Owners to construct the Stormwater Facilities.
- D. To meet its obligations under the NPDES Permit, the County has approved the Property Owners' Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.
- E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.
- F. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.

## AGREEMENT

**NOW, THEREFORE,** in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the County and the Property Owners agree as follows:

### SECTION 1

**Responsibility for Operation and Maintenance:** The Property Owners represent and warrant that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the County Engineer. The Property Owners shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time.

The Property Owners shall engage a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the County Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe), and
7. Replacement of engineered soil and mulch.

The County Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owners to hire a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owners with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the County Engineer, in which case the decision of the County Engineer shall be final.

The County recognizes that the Operation and Maintenance Plan may provide for the allocation of Property Owners responsibilities for the maintenance of Stormwater Facilities located on various Lots. However, regardless of the allocation of maintenance responsibilities, the Property Owner of each Lot is responsible for compliance with all of the obligations contained in this Agreement, and all Property Owners will be jointly and

severally liable for failure to comply with the terms and conditions set forth in this Agreement and in the Ordinance.

The County may require the Property Owners to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the County deems amendments necessary to maintain compliance with the NPDES Permit. In that case, the Property Owners shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the County Engineer for review and approval. All amendments proposed by the Property Owners are subject to the prior, written approval of the County Engineer. Whenever the Property Owners request amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owners shall pay the County in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the County Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file at the County Public Works Department. The Property Owners shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

## SECTION 2

**Inspection by Property Owner:** The Property Owners shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the County, which form(s) will be provided annually to the Property Owners by the County. The Property Owners or a licensed landscape contractor or other licensed professional acceptable to the County Engineer must submit the reporting form(s) to the County Engineer no later than the deadline indicated on the form(s). Upon review, the County may require additional information from either the Property Owners or an appropriately-licensed contractor.

## SECTION 3

**Right of Entry and Stormwater Facilities Inspection by the County:** The Property Owners hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owners before entering the Property.

#### SECTION 4

**Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner:** If the Property Owners fail to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance, the County, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The County is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the County. If the County, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owners shall reimburse the County for all the costs incurred by the County, including administrative costs. The County will provide the Property Owners with an itemized invoice of the County's costs and the Property Owners will have 30 days to pay the invoice. If the Property Owners fail to pay the invoice within 30 days, the County may secure a lien against the Property in the amount of such costs. In addition, the County may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the County from pursuing other remedies against the Property or the Property Owners, including but not limited to those in the Ordinance and the nuisance abatement procedures in Division 14 of Title 1 (or successor provisions) of the Contra Costa County Ordinance Code.

If the Property Owners fail to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, or the Ordinance, the Property Owners shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the County; and (b) the payment of, or reimbursement to the County for, any fines or penalties that may be levied against the County by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owners' failure to properly maintain the Stormwater Facilities. The County may recover such costs, fines, or penalties from the Property Owners in the same manner as provided in the preceding paragraph.

#### SECTION 5

**Indemnity:** The Property Owners agree to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owners or the presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owners' obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owners shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owners' sole expense with counsel reasonably acceptable to the indemnitees.

## SECTION 6

**Covenant Running with the Land:** The covenants of the Property Owners set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owners and the Property Owners' successors and assigns in ownership (on any interest in the Property) for the benefit of the road commonly known as Heath Drive, located in the vicinity of the Property, and each and every part thereof. Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road and storm drains.

## SECTION 7

**Severability:** Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

## SECTION 8

**No Dedication for Public Use:** The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the County to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the County of dominion or control over the Stormwater Facilities or the Property.

## SECTION 9

**Notices:** All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.

Notices required to be given to the County shall be addressed as follows:

Contra Costa County Public Works Department  
Attention: County Watershed Program  
255 Glacier Drive  
Martinez, CA 94553

Notices required to be given to the Property Owners, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owners that are on file with the Contra Costa County Assessor. The Property Owners may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

**SECTION 10**

**Effective Date and Modification:** This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the County and the Property Owners at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

**County of Contra Costa**

**Property Owners**

By: \_\_\_\_\_  
Brian M. Balbas, Public Works Director

Jit S. Pandher  
Jit S. Pandher

RECOMMENDED FOR APPROVAL:

Brian M. Balbas, Public Works Director

Sukmit K. Pandher  
Sukmit K. Pandher

By: \_\_\_\_\_  
Deputy Director

Satwant S. Pandher  
Satwant S. Pandher

APPROVED AS TO FORM:

Mary Ann McNett Mason  
County Counsel

Gurmail Singh Pandher  
Gurmail Singh Pandher

By: \_\_\_\_\_  
Deputy County Counsel

[Note: All Property Owner signatures must be notarized.]

Attachments: Exhibit A (Legal Description)  
Exhibit B (Plat Map)  
Acknowledgment



# EXHIBIT A

## LEGAL DESCRIPTION SUBDIVISION 9465

(APN # 430-161-020 AND APN # 430-161-021)

Real property situated in the COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, being a portion of that certain parcel described in the grant deed from William G. Norwell, ET UX, to William H. Kirkpatrick, ET UX, recorded May 14, 1956, in Book 2765 of official records, page 381; Contra Costa County Records, more particularly described as follows:

Beginning at the most southerly corner of said Kirkpatrick parcel (2765 OR 381); thence along the eastern boundary line of said parcel

North 40 08' 00" East 189.76 feet to the westerly line of the parcel described in the Grant Deed recorded August 12, 2002 as document 2002-0280223; thence along said westerly line

North 31 16' 10" West 37.75 feet; thence

North 03 04' 27" East 11.83 feet to the northerly line of said Kirkpatrick parcel (2765 OR 381); thence along said line

North 59 15' 00" West 219.87 feet; thence leaving said northerly line

South 36 55' 25" West 175.67 feet to a point on the westerly line of said Kirkpatrick parcel (2765 OR 381); thence along said line South 49 52' 00" East 250.00 feet to the point of beginning.

Containing 1.14 Acres of land more or less.



9/16/2021

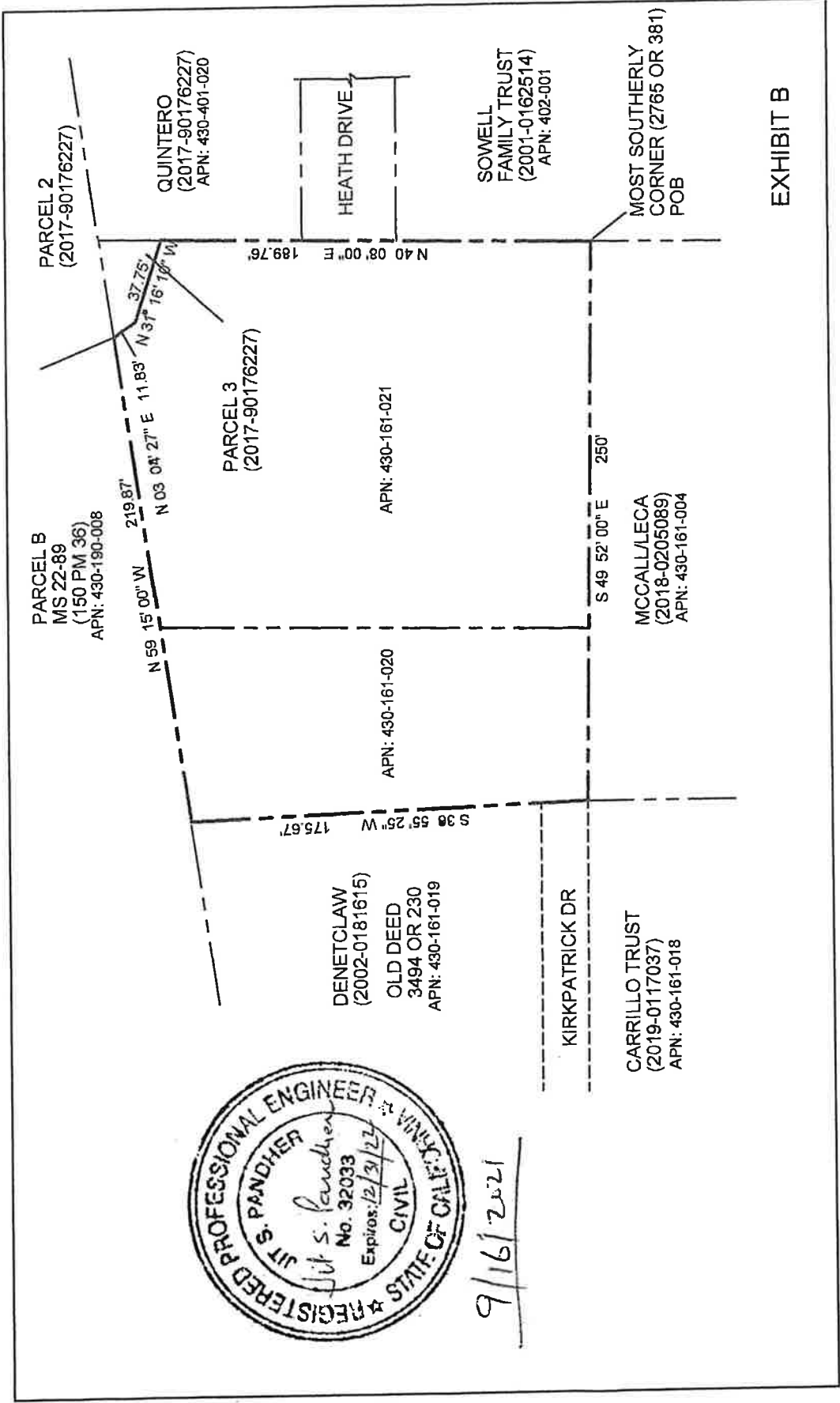
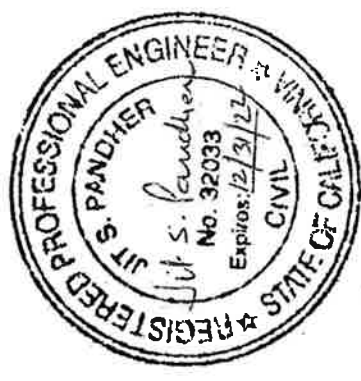


EXHIBIT B



9/16/2021

**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 2/1/2022, before me, Harmohinder P Singh,

Notary Public, personally appeared JIT SINGH Pandher, Sukhmit Kaur  
Pandher, Satwant Singh Pandher, Gurmail Singh Pandher

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.

Harmohinder P Singh  
Signature of Notary Public



(SEAL)



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 29, 2022

**Subject:** Adopt Resolution ordering the preparation and filing of an engineer's report for Assessment District 1979-3 (LL-2) for Fiscal Year 2022/23

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2022/87, ordering the preparation and filing of an engineer’s report regarding the proposed levy of assessments to fund improvements in Assessment District 1979-3 (LL-2) in Fiscal Year 2022/23, as recommended by the Public Works Director, Countywide. (All Districts)

**FISCAL IMPACT:**

The cost of preparing the report will be funded with Assessment District 1979-3 (LL-2) revenues.

**BACKGROUND:**

Assessment District 1979-3 (LL-2), also known as the Countywide Landscaping District (“District”), is made up of 32 zones in all five supervisorial districts. Within the zones, landscaping, park and recreational facilities and other improvements have been constructed or installed, many by developers as conditions of approval. Annual assessments are levied each year on parcels in these zones to fund the maintenance and servicing of these facilities and, as the need arises, the installation or construction of new or replacement facilities.

The Landscaping and Lighting Act of 1972 (Streets and Highways Code, div. 15, pt. 2, § 22500 et seq.) (the “Act”) requires an engineer’s report to be prepared for each fiscal year during which an assessment will be levied and collected within an existing assessment district. Along with descriptions and estimated costs of improvements, the engineer’s report must contain proposed assessments for assessable lands

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Carl Roner (925) 313-2213

By: , Deputy

BACKGROUND: (CONT'D)

in each zone. Under the Act, the legislative body must adopt a resolution to order preparation of the engineer's report. The resolution must also describe any proposed new improvements or any substantial changes in existing improvements. No new improvements or substantial changes in existing improvements are planned within any of the zones in the District in Fiscal Year 2022/23.

Proposed assessments to be levied on parcels in each zone are calculated based on anticipated costs of the improvements in the zone that are identified in the engineer's report and the special benefits conferred on the parcels to be assessed. Any surpluses or deficits from the previous fiscal year in a zone are credited or debited, as the case may be, against the next fiscal year's assessment for that zone. Proposed assessment rates for Fiscal Year 2022/23 are not expected to exceed previously approved maximum amounts, some of which include adjustments based on changes in the applicable Consumer Price Index for the San Francisco Bay Area. A proposed assessment rate in a zone that would exceed the previously approved rate would require approval by parcel owners in an assessment ballot proceeding.

Under the Act, after an engineer's report is prepared, it is filed and presented to the Board for consideration, usually in May. If the Board approves the report, either as filed or modified, a noticed public hearing is held on the proposed levy of assessments, usually in June.

CONSEQUENCE OF NEGATIVE ACTION:

An engineer's report would not be prepared and annual assessments could not be levied to fund the costs of the improvements in the District in Fiscal Year 2022/23.

ATTACHMENTS

Resolution No. 2022/87

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

Adopted this Resolution on 03/29/2022 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2022/87**

IN THE MATTER OF ORDERING THE PREPARATION AND FILING OF AN ENGINEER’S REPORT REGARDING THE PROPOSED LEVY OF ANNUAL ASSESSMENTS IN ASSESSMENT DISTRICT 1979-3 (LL-2) IN FISCAL YEAR 2022/23

The Board of Supervisors of Contra Costa County FINDS THAT:

1. Assessment District 1979-3 (LL-2), also known as the Countywide Landscaping District (“District”), was formed under the Landscaping and Lighting Act of 1972 (Streets and Highways Code, div. 15, part 2, § 22500 et seq.) (“the Act”).
2. Under Streets and Highways Code section 22621, for any fiscal year during which an assessment is to be levied and collected within an existing assessment district, proceedings must be taken pursuant to Chapter 3 (Streets and Highways Code, § 22620 et seq.) of the Act.
3. Under Streets and Highways Code section 22622, the legislative body shall adopt a resolution generally describing any proposed new improvements or any substantial changes in existing improvements and ordering the engineer to prepare and file a report in accordance with Article 4 (Streets and Highways Code, § 22565 et seq.) of Chapter 1 of the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. No new improvements or substantial changes in existing improvements are proposed in the District in Fiscal Year 2022/23.
2. Pursuant to Streets and Highways Code section 22523, the County Public Works Director is hereby designated as engineer for the District for Fiscal Year 2022/23 for the purposes of the Act (the “Engineer of Work”).
3. The Engineer of Work is ordered to prepare and file with the Clerk of the Board of Supervisors for submission to the Board of Supervisors an engineer’s report for the District for Fiscal Year 2022/23 that conforms to all applicable requirements in Article 4 of Chapter 1 of the Act.

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

**Contact: Carl Roner (925) 313-2213**

**ATTESTED: March 29, 2022**

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

By: , Deputy

**cc:** Laura Strobel, County Administrator, CAO, Robert Campbell, Auditor Controller, Maryann Mason, County Counsel, Gus Kramer, County Assessor, Diana Oyler - Finance, Jocelyn LaRocque- Engineering Services, Carl Roner- Special Districts, Rochelle Johnson - Special Districts, Scott Anderson - Special Districts, Brian Brown, Francisco & Associates, Inc.



Contra  
Costa  
County

To: Board of Supervisors

From: Director of Airports

Date: March 29, 2022

Subject: Increase in Payment Limit on Contract with W.E. Lyons Construction Company

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an amendment to the May 12, 2021, contract with W.E. Lyons Construction Company (W.E. Lyons), under which W.E. Lyons is building the new Aircraft Rescue Fire Fighting facility, terminal, and administrative offices at Buchanan Field Airport, to increase the payment limit by an amount not to exceed \$400,000 to a new payment limit of \$13,933,040.

**FISCAL IMPACT:**

There is no impact to the General Fund; the increase cost is fully funded by a combination of Federal Aviation Administration (FAA) grants and Airport Enterprise Funds (66% FAA, 34% Airport Enterprise Fund).

**BACKGROUND:**

The existing Contra Costa Water District (CCWD) water main location was located under the new terminal building site. The original expected design in the bid documents was not approved by CCWD. As such, staff and the consultant team has been working with CCWD to redesign the water main to an approved design. Due to the age of the existing facilities, the approved design included broader replacement of the water main line than original bid on which is significantly

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Beth Lee, 925-681-4200

By: , Deputy

cc:

BACKGROUND: (CONT'D)

increasing the cost for this work. The approved CCWD design has an estimated cost of \$400,000 but staff and the consultant team are working further with CCWD to value engineer the work to reduce the overall cost. To minimize further project delays which can increase costs to the County, this request includes the current estimated project design costs, and any value engineer savings would remain with the Airport Enterprise Fund. The broader water main line changes are required by the CCWD to approve connection of the new building.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the CCWD permit plan set, CCWD will not provide water to the new building pending further negotiation. The Contract payment limit increase approval is necessary to move forward with the installation of the water main replacement so that the CCWD system loop is back in place and water provided to the new building. Without water service, the building project will have to cease.





Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: March 29, 2022

Subject: Claims

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**RECOMMENDATION(S):**

DENY claims filed by Jahir Alonso, Nicolaas J. DeGreef, Rajinder Sidhu, Mikky Toomer, and Zhenfei Yu.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Jahir Alonso: Personal injury claim for vehicle collision in the amount of \$100,000.  
Nicolaas J. DeGreef: Property claim for damage to vehicle in the amount of \$2,112.  
Rajinder Sidhu: Property claim for damage to floors in an undisclosed amount.  
Mikky Toomer: Personal injury claim for vehicle collision in an amount to exceed \$25,000.  
Zhenfei Yu: Property claim for roof damage in an undisclosed amount.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Risk Management

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

**Subject:** Commemorating March 31st as the 100th anniversary of the birth of integrated pest management pioneer Robert van den Bosch

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2022/96 commemorating March 31st as the 100th anniversary of the birth of integrated pest management pioneer Robert van den Bosch.

**FISCAL IMPACT:**

There is no fiscal impact for this action.

**BACKGROUND:**

On November 12, 2002, the Board of Supervisors adopted an integrated pest management (IPM) policy. Professor Robert van den Bosch is widely credited with playing a key role in the development of several concepts now known as IPM. He was born in Martinez and lived there for most of his 56 years. His impact still reverberates globally even though 44 years have passed since his untimely death in 1978.

**CONSEQUENCE OF NEGATIVE ACTION:**

The impact of Professor van den Bosch would not be commemorated.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Wade Finlinson, 925-655-3214

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2022/96

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

In the matter of:

**Resolution No. 2022/96**

**COMMEMORATING MARCH 31, 2022 AS THE 100th ANNIVERSARY OF THE BIRTH OF INTEGRATED PEST MANAGEMENT PIONEER ROBERT VAN DEN BOSCH**

WHEREAS, Robert van den Bosch, Professor of Entomology and Chairman of the Division of Biological Control at the University of California was born in Martinez on March 31, 1922, and  
WHEREAS, Professor van den Bosch, who was primarily known as Van, was a lifelong resident of Contra Costa County with the exception of a short stint on the faculty of UC Riverside and while serving on active duty during World War II as deck officer with the US Naval Reserve, and  
WHEREAS, until his untimely death in 1978, Van inspired students throughout the world as he continuously searched for natural enemies of agricultural pests in Europe, Africa, and Asia, and  
WHEREAS, Van coauthored a seminal article in the agricultural science journal *Hilgardia* that is largely credited with the invention of several concepts now known as integrated pest management or IPM, and  
WHEREAS, he published additional writings including the book *The Pesticide Conspiracy* that deeply influenced public awareness of the ecological impacts of the overdependence on pesticides within agricultural systems, and  
WHEREAS, the perpetual refinement of IPM in agricultural systems has enhanced the practice of IPM in urban areas that include facilities and lands managed by County operations, and  
WHEREAS, Contra Costa County implemented the IPM Policy in 2002 and remains committed to protecting public health, County resources, and the environment through practicing IPM.  
NOW, THEREFORE, BE IT RESOLVED, that the Contra Costa County Board of Supervisors does hereby commemorate the birth and life of Robert van den Bosch, and acknowledges his critical impact as a scientist and environmental advocate.

\_\_\_\_\_  
**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: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy

Contra  
Costa  
County



To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 29, 2022

Subject: Declare April 12, 2022 Education & Sharing Day in Contra Costa County

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: James Lyons, 510-942-2222

By: , Deputy

cc:

ATTACHMENTS

Resolution

2022/99

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

In the matter of:

Resolution No. 2022/99

**Declaring April 12, 2022 as Education & Sharing Day in Contra Costa County**

WHEREAS, a quality education is one of the significant foundations for the continuing success of our state, our country, and our society at large; and in Contra Costa County we strive for the betterment of all of our citizens through an increased focus on education and sharing; and

WHEREAS, in order to achieve its highest goals, education must be more than just a training in facts and figures, or basic skills; it must also include instruction in ethical values; and

WHEREAS, one of the leading global advocates for the advancement of education, the Lubavitcher Rebbe, Rabbi Menachem Schneerson, of righteous memory, stressed the importance of moral and ethical education as the bedrock of humanity and the hallmark of a healthy society, and strongly urged that education be reinforced by the inculcation of strong moral values; and

WHEREAS, such an education can nurture the unity of diverse peoples through encouraging increased acts of goodness and kindness, filled with the awareness that even an individual's single positive act can make a major impact in this world; and

WHEREAS, April 12, 2022 will mark 120 years since the Rebbe's birth, and the date will be celebrated across the United States and around the world in tribute to the Rebbe's vision, guidance and leadership; and

WHEREAS, we presently battle a global pandemic which has disrupted traditional models of education across our nation, while concurrently motivating a focus on the stronger core values we wish to impart to children and adults, beyond academic achievement; and

NOW, THEREFORE, we, the Supervisors of Contra Costa County, do hereby proclaim Wednesday, April 12, 2022 to be EDUCATION AND SHARING DAY in Contra Costa County and call upon government officials, educators, volunteers, and citizens to reach out to those within our communities and work to create a better, brighter, and more hopeful future for all.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

District I Supervisor

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**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: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy

Contra  
Costa  
County



To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 29, 2022

Subject: Declare April 2022 as Cleaner Contra Costa Month

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: March 29, 2022

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

Contact: James Lyons, 510-942-2222

By: , Deputy

cc:



ATTACHMENTS

Resolution  
2022/102

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

In the matter of:  
Declaring April 2022 as Cleaner Contra Costa Month

Resolution No. 2022/102

*WHEREAS, the health of our environment, economy, and community is essential for current and future generations;*

*WHEREAS, Contra Costa County; the Cities of Antioch, Pittsburg, Martinez, Moraga, Orinda, and Walnut Creek; and Sustainable Contra Costa provide an online platform – Cleaner Contra Costa – where residents can find practical solutions and local resources to save energy and water, reduce waste, take meaningful climate action, and track results;*

*WHEREAS, the Cleaner Contra Costa Challenge inspires citizens to join forces with neighbors, friends, and community groups to support each other's efforts and work together to create cleaner, healthier, and more vibrant communities for all;*

*WHEREAS actions taken through Cleaner Contra Costa will have the added benefits of reducing greenhouse gas emissions; saving money; and advancing community goals for health, safety, economic vitality, energy independence, and quality of life;*

*WHEREAS the Board of Supervisors of Contra Costa County support this collaborative effort bringing awareness and local action to the pivotal issues facing our planet – because when we reduce our impact by conserving resources and investing in local solutions, everybody benefits;*

*WHEREAS, residents, businesses, and community groups of Contra Costa County are encouraged form teams and take action together at [Cleanercontracosta.org](http://Cleanercontracosta.org);*

*NOW, THEREFORE, the Contra Costa Board of Supervisors proclaim April 2022 as Cleaner Contra Costa Month, bringing the community together in action for a healthy, clean, and sustainable County, and we encourage all community members to join the Challenge at [CleanerContraCosta.org](http://CleanerContraCosta.org)*

\_\_\_\_\_  
**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: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: March 29, 2022

**Subject:** In the matter of recognizing Jake Hammerman as the 2022 Youth Hall of Fame Awardee for Volunteerism

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: District IV

By: , Deputy

cc:

ATTACHMENTS

Resolution

2022/114

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

In the matter of:

**Resolution No. 2022/114**

**In the matter of recognizing Jake Hammerman as the 2022 Youth Hall of Fame Awardee for Volunteerism**

**WHEREAS**, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and

**WHEREAS**, this year's theme is Avanzando Nuestras Generaciones con Unidad, Advancing Our Generations with Unity; and

**WHEREAS**, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

**WHEREAS**, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

**WHEREAS**, the Contra Costa County Board of Supervisors is proud to recognize Jake Hammerman, a student at Campolindo High School, who started a program called Impactful Tennis; and

**WHEREAS**, Impactful Tennis is a program that Jake started in Summer of 2020, where he taught young people tennis skills; and

**WHEREAS**, instead of accepting payment for lessons, he encouraged parents to donate to his GoFundMe page and he reached out to Meals on Wheels Diablo Valley to let them know that his goal was to raise \$10,000 that he would then donate to Meals on Wheels; and

**WHEREAS**, Jake encouraged his teammates from Campolindo High School's tennis team to join him in teaching lessons and by the end of the summer Jake surpassed his goal and raised \$14,375, which helped Meals on Wheels Diablo Region keep up with the 40% increase in demand for delivered meals due to many seniors sheltering-in-place; and

**WHEREAS**, the funds were raised from 264 hours of giving 200 lessons, making this a successful multi-generational initiative during a very difficult time; and

**WHEREAS**, Jake sees the challenges vulnerable seniors face even still today, and he has continued to provide tennis lessons and donate funds raised to help fight senior hunger in Contra Costa.

**NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Board of Supervisors recognizes Jake Hammerman as the 2022 Youth Hall of Fame Awardee for Volunteerism, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

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**JOHN GIOIA**

District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

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**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: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: March 29, 2022

**Subject:** In the matter of recognizing Mark Rainier Catapusan as the 2022 Youth Hall of Fame Awardee for Perseverance

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Lia Bristol, (925)521-7100

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2022/107



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

In the matter of:

**Resolution No. 2022/107**

**In the matter of recognizing Mark Rainier Catapusan as the 2022 Youth Hall of Fame Awardee for Perseverance**

**WHEREAS**, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and

**WHEREAS**, this year's theme is Avanzando Nuestras Generaciones con Unidad, Advancing Our Generations with Unity; and

**WHEREAS**, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

**WHEREAS**, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

**WHEREAS**, the Contra Costa County Board of Supervisors is proud to recognize Mark Rainier Catapusan, a senior at Ygancio Valley High School, who is bound for Stanford University this fall through early admission; and

**WHEREAS**, at 14 years old, Mark began working at McDonald's and when his family could not help with transportation, he would pay for an Uber to get to work; and

**WHEREAS**, in 7<sup>th</sup> grade, Mark came out as gay and the bullying continued from his peers and it was difficult for his devoted Catholic parents to accept his coming out, but his sisters supported him and encouraged his parents to do the same; and

**WHEREAS**, Mark used his money to participate in volleyball workshops at Bay Area Volleyball Club (BAVC) and he is a member of prestigious and selective programs such as the USC Bovard Scholars, Penn In Focus fly-in program, and more; and

**WHEREAS**, Mark earned League Honorable Mention as a freshman for volleyball and was the captain his freshman and sophomore years and he has been instrumental on the Change the Mascot Committee; and

**WHEREAS**, outside of school he is enrolled in a volleyball course at Diablo Valley College and is a member of the undefeated Allstar competitive cheerleading team.

**NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Board of Supervisors recognizes Mark Rainer Catapusan as the 2022 Youth Hall of Fame Awardee for perseverance, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

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**JOHN GIOIA**

District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

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**DIANE BURGIS**

District III Supervisor

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**FEDERAL D. GLOVER**

District V Supervisor

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

ATTESTED: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: March 29, 2022

**Subject:** In the matter of recognizing Namratha Kasalanati as the 2022 Youth Hall of Fame Awardee for Teamwork

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: March 29, 2022

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

Contact: Lia Bristol, (925)521-7100

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2022/108

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

In the matter of:

**Resolution No. 2022/108**

**In the matter of recognizing Namratha Kasalanati as the 2022 Youth Hall of Fame Awardee for Teamwork**

**WHEREAS**, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and

**WHEREAS**, this year's theme is Avanzando Nuestras Generaciones con Unidad, Advancing Our Generations with Unity; and

**WHEREAS**, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

**WHEREAS**, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

**WHEREAS**, the Contra Costa County Board of Supervisors is proud to recognize Namratha Kasalanati, who is the Lafayette Youth Commission appointee to the City General Plan Advisory Council, helping to guide the General Plan Update and most immediately, the Housing Element, RHNA allocation plan, and the mission statement update for the City of Lafayette; and

**WHEREAS**, Namratha has also been a leader in the Acalanes Union High School District and the City of Lafayette's Diversity, Equity, Inclusion and Belonging efforts; and

**WHEREAS**, in all of her leadership roles, she exhibits a level of calm, strategic thinking, empathy, and analysis that positions her to continue to be an effective leader and agent of change; and

**WHEREAS**, alongside two other committee members, Namratha joined a sub-committee dedicated to updating the City's mission statement to better reflect the current shared vision for Lafayette's future; and

**WHEREAS**, as the Chair of the Youth Commission, she encourages members to be passionate about serving the youth of the community as well as motivating them to propose new service opportunities; and

**WHEREAS**, she leads the charge in prompting her fellow commissioners to rally around the amazing causes they choose to support. The Lamorinda Community benefits from having such an incredible role model for their youth.

**NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Board of Supervisors recognizes Namratha Kasalanati as the 2022 Youth Hall of Fame Awardee for Teamwork, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

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**JOHN GIOIA**

District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

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**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: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy

Contra  
Costa  
County



To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: March 29, 2022

**Subject:** the matter of recognizing Seena Farhadi as the 2022 Youth Hall of Fame Awardee for Leadership & Civic Engagement

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Lia Bristol, (925)521-7100

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2022/109



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

In the matter of:

**Resolution No. 2022/109**

**the matter of recognizing Seena Farhadi as the 2022 Youth Hall of Fame Awardee for Leadership & Civic Engagement**

**WHEREAS**, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and

**WHEREAS**, this year's theme is *Advancing Our Generations with Unity – Avanzando Nuestras Generaciones con Unidad*; and

**WHEREAS**, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

**WHEREAS**, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

**WHEREAS**, the Contra Costa County Board of Supervisors is proud to recognize Seena Farhadi, a 12<sup>th</sup> grader from Northgate High School; and

**WHEREAS**, in 2020, Seena created the Learning Enrichment Assistance Program (LEAP), which connects high school students with at-risk middle school students for academic tutoring. The program was adopted by the Mt. Diablo Unified School District and its first year coincided with the first virtual school year during the COVID-19 Pandemic. The program was successful, and tutors reported developing good rapport with their students whose grades improved; and

**WHEREAS**, over the summer, Seena hosted two camps for middle schoolers experiencing homelessness. The first discussed mental health and bullying, and the second discussed high school and college preparedness; and

**WHEREAS**, LEAP resumed in the 2021-2022 school year with 31 high school students tutoring 6<sup>th</sup>-8<sup>th</sup> grade students identified as unhoused and/or foster youth students having one or more D's/F's; and

**WHEREAS**, Seena has worked with Foundations to purchase and donate gift cards, backpacks filled with school supplies and hygiene kits for families experiencing homelessness; and

**WHEREAS**, he also worked with Build-a-Bear to distribute toys to homeless and foster youth students during the holiday season; and

**WHEREAS**, in addition to LEAP, Seena is the current Chair of the Walnut Creek Youth Leadership Commission, which he joined as a sophomore; and

**WHEREAS**, MDUSD is proud to continue LEAP as Seena prepares to graduate this year.

**NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Board of Supervisors recognizes Seena Farhadi as the 2022 Youth Hall of Fame Awardee for Leadership & Civic Engagement, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

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**KAREN MITCHOFF**

Chair, District IV Supervisor

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**JOHN GIOIA**

District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

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**DIANE BURGIS**  
District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**  
District V Supervisor

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ATTESTED: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: March 29, 2022

**Subject:** In the matter of recognizing Carolyn Considine as the 2022 Youth Hall of Fame Awardee for Good Samaritan

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: March 29, 2022

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

Contact: Lia Bristol, (925)521-7100

By: , Deputy

cc:

ATTACHMENTS

Resolution

2022/110

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

In the matter of:

**Resolution No. 2022/110**

**In the matter of recognizing Carolyn Considine as the 2022 Youth Hall of Fame Awardee for Good Samaritan**

**WHEREAS**, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and

**WHEREAS**, this year's theme is *Advancing Our Generations with Unity – Avanzando Nuestras Generaciones con Unidad*; and

**WHEREAS**, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

**WHEREAS**, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

**WHEREAS**, the Contra Costa County Board of Supervisors is proud to recognize Carolyn Considine, an 11<sup>th</sup> grader from Campolindo High School; and

**WHEREAS**, Carolyn is the Youth Advisor on the Arts and Culture Commission of Contra Costa County. Once shelter-in-place began, she created a virtual art gallery where high school students could continue to showcase their work and share their creative process. Online viewers were able to interact, comment and ask questions to panelists; and

**WHEREAS**, Carolyn also organized the first county-wide high school art exhibit. After contacting every high school art teacher in Contra Costa, the exhibition had over 100 pieces representing 27 high schools; and

**WHEREAS**, Carolyn went on to develop an art exhibit housed at the County Office of Education titled, "The Art of Resilience" which featured works from over twenty Contra Costa high school students; and

**WHEREAS**, Carolyn created a program called Justice Murals which originally focused on raising awareness for social justice within the County's high schools. The first mural is installed in Contra Costa Juvenile Hall; and

**WHEREAS**, Justice Murals has grown and worked with Afghan refugees and is currently addressing the art that has been destroyed in Ukraine. Justice Murals has had displays around the bay area and New Mexico; and

**WHEREAS**, Carolyn is the co-founder of a non-profit called Meaningful Teens which connects teens with volunteer opportunities. Since last May, they've connected 250 volunteers to corresponding opportunities. Carolyn has a clear passion for her community.

**NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Board of Supervisors recognizes Carolyn Considine as the 2022 Youth Hall of Fame Awardee for Good Samaritan, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

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**JOHN GIOIA**

District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**  
District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**  
District V Supervisor

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ATTESTED: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: March 29, 2022

**Subject:** In the matter of recognizing Sohan Emani as the 2022 Youth Hall of Fame Awardee for Rising Star Good Samaritan

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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ATTESTED: March 29, 2022

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

Contact: Lia Bristol, (925)521-7100

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2022/111



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

In the matter of:

**Resolution No. 2022/111**

**In the matter of recognizing Sohan Emani as the 2022 Youth Hall of Fame Awardee for Rising Star Good Samaritan**

**WHEREAS**, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and

**WHEREAS**, this year's theme is *Advancing Our Generations with Unity – Avanzando Nuestras Generaciones con Unidad*; and

**WHEREAS**, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

**WHEREAS**, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

**WHEREAS**, the Rising Star Awards are awarded to middle school students; and

**WHEREAS**, the Contra Costa County Board of Supervisors is proud to recognize Sohan Emani, an 8<sup>th</sup> grader at Diablo Vista Middle School; and

**WHEREAS**, Sohan recently worked with the San Ramon Valley Rotary Club on their annual Valentine's Day Teddy Bear Delivery. This program delivers teddy bears to the residents living in two senior assisted living homes and takes months to coordinate, collect and prepare for. Sohan was early to volunteer and worked hard to help make this Valentine's Day a special one; and

**WHEREAS**, each teddy bear needed to be packaged in plastic to maintain the health and safety of the seniors who are receiving them. Sohan took the time to carefully wrap each of the 130 teddy bears; and

**WHEREAS**, Sohan has been recognized for his attention to detail, quality of work and dedication through this process; and

**WHEREAS**, Sohan wanted to be on-site for the delivery of the Valentine's Day teddy bears to the seniors. This project brings so much joy and many thanks of appreciation from the residents and staff; and

**WHEREAS**, Sohan Emani is a gentle natured, good-hearted individual and definitely a rising star.

**NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Board of Supervisors recognizes Sohan Emani as the 2022 Youth Hall of Fame Awardee for Rising Star Good Samaritan, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

\_\_\_\_\_  
**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: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: March 29, 2022

**Subject:** In the matter of recognizing Alice Zeitler as the 2022 Youth Hall of Fame Awardee for Rising Star Volunteerism

---

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Lia Bristol, (925)521-7100

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2022/112

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

In the matter of:

**Resolution No. 2022/112**

**In the matter of recognizing Alice Zeitler as the 2022 Youth Hall of Fame Awardee for Rising Star Volunteerism**

**WHEREAS**, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and

**WHEREAS**, this year's theme is Avanzando Nuestras Generaciones con Unidad, Advancing Our Generations with Unity; and

**WHEREAS**, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

**WHEREAS**, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

**WHEREAS**, the Rising Star Awards are awarded to middle school students; and

**WHEREAS**, the Contra Costa County Board of Supervisors is proud to recognize Alice Zeitler, a middle school student at Montessori Family School; and

**WHEREAS**, in February of 2022, the El Sobrante Library hired Alice as a teen volunteer for a 20-hr per week internship. In this short time Alice proved herself to be dedicated, highly creative and a dependable asset to the library team; and

**WHEREAS**, she decorated book displays, assembled coloring projects, assisted with shelf reading, prepared "take and make" activities, and helped create activity instructions for library patrons; and

**WHEREAS**, from the time she arrived, Alice was focused and willing to help staff with any task in service to our community; and

**WHEREAS**, Alice's passion for volunteerism extends beyond the Library to Jelly's Place Animal Rescue and Adoption.; and

**WHEREAS**, she has also acted as the primary food drive organizer for the Bay Area Rescue Mission, organizing four collections. She has worked with the food bank sorting food and volunteered to run businesses to raise money for a middle school adventure trip; and

**WHEREAS**, she has also planned an upcoming trash pickup project at local beaches and parks; and

**WHEREAS**, she is an active Girl Scout, completing projects like School Service Projects, Berkeley Senior Center Volunteering, as well as drives for Toys for Tots, and One Warm Coat.

**NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Board of Supervisors recognizes Alice Zeitler as the 2022 Youth Hall of Fame Awardee for Rising Star Volunteerism, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

\_\_\_\_\_  
**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: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: March 29, 2022

**Subject:** In the matter of recognizing Krish Veluthakkal as the 2022 Youth Hall of Fame Awardee for Rising Star Leadership & Civic Engagement

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Lia Bristol, (925)521-7100

By: , Deputy

cc:

ATTACHMENTS

Resolution

2022/113



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

In the matter of:

**Resolution No. 2022/113**

**In the matter of recognizing Krish Veluthakkal as the 2022 Youth Hall of Fame Awardee for Rising Star Leadership & Civic Engagement**

**WHEREAS**, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and

**WHEREAS**, this year's theme is *Advancing Our Generations with Unity – Avanzando Nuestras Generaciones con Unidad*; and

**WHEREAS**, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

**WHEREAS**, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

**WHEREAS**, the Rising Star Awards are awarded to middle school students; and

**WHEREAS**, the Contra Costa County Board of Supervisors is proud to recognize Krish Veluthakkal, a 6<sup>th</sup> grader at Sequoia Middle School; and

**WHEREAS**, his interest in civic engagement began when he was 8-years-old and wrote a letter to the Mayor of Concord. He was concerned that the lack of adequate lighting at the Diablo Creek Golf Course parking lot was contributing to car break-ins; and

**WHEREAS**, the mayor acted on his request and this instilled the belief and confidence in Krish that anyone, despite their age, can make a difference in their community; and

**WHEREAS**, Krish runs a math education program that incorporates basketball statistics called MathHoops. MathHoops is usually delivered through schools, but Krish's elementary school was not able to participate. Krish took the initiative to assemble his friends and other kids from the community to participate in this program by getting together once a week at the Pleasant Hill Library; and

**WHEREAS**, currently, Krish is working as an educator with Learn Fresh, a non-profit dedicated to enhancing students' STEM and social-emotional achievement through sports and entertainment; and

**WHEREAS**, Krish also played an active role in convincing the Professional Golfers' Association (PGA) to bring their PGA Jr League program to a public golf course in Contra Costa. Previously, this program was only available at private golf courses; and

**WHEREAS**, Krish writes letters to State legislators to advocate for municipal golf courses and the importance of golf being accessible to a diverse constituency; and

**WHEREAS**, he also volunteers as a junior coach with First Tee of Contra Costa.

**NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Board of Supervisors recognizes Krish Veluthakkal as the 2022 Youth Hall of Fame Awardee for Rising Star Leadership & Civic Engagement, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

\_\_\_\_\_  
**CANDACE ANDERSEN**

District I Supervisor

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: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: March 29, 2022

Subject: Recognizing District 3 Deputy Chief of Staff Lea Castleberry upon Retirement

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: 19252524500

By: , Deputy

cc:

ATTACHMENTS

Resolution

2022/117

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

In the matter of:

Resolution No. 2022/117

**EXPRESSING APPRECIATION TO DISTRICT 3 DEPUTY CHIEF OF STAFF LEA CASTLEBERRY FOR HER SERVICE TO CONTRA COSTA COUNTY AND THE CONSTITUENTS OF DISTRICT 3 ON THE OCCASION OF HER RETIREMENT**

WHEREAS, Lea Castleberry began her service on February 7, 2005, as an Assistant for former District 3 Supervisor Mary N. Piepho and quickly assumed additional responsibilities in the office that led to her promotion to Deputy Chief of Staff, management of daily operations of the district office, and a variety of special assignments; and,

WHEREAS, Lea continued to serve as Deputy Chief of Staff for District 3 Supervisor Diane Burgis and continued to coordinate community projects and events including health and safety fairs, community clean-up days, and town halls, provide policy research, and assist with inquiries and correspondence; and,

WHEREAS, during her more than 17 years of county service, Lea facilitated the adoption of key policy initiatives, including the Aquatic Weeds Ordinance, Hemp Ordinance, the Illegal Dumping Task Force, and the Illegal Fireworks Ordinance; and,

WHEREAS, Lea worked with County staff on downtown beautification projects for the unincorporated communities of Bethel Island, Byron, and Knightsen; these projects included new lighting, sidewalks, trees, and road safety improvements. During the development review and approval process, Lea made sure the completed projects provided public benefit to the communities with improvements to parks, new trails, and traffic improvements; and

WHEREAS, Lea forged meaningful and healthy relationships with the District 3 communities, earning their confidence and trust through her professionalism, responsiveness, and competence;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors is pleased to congratulate Lea on her indispensable service to Supervisor Burgis, Supervisor Piepho, the District 3 communities, to her profession, and Contra Costa County, and to congratulate her on the occasion of her retirement.

\_\_\_\_\_  
**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: March 29, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 29, 2022

**Subject:** Staff Appointments to the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Advisory Committee

---

**RECOMMENDATION(S):**

REAPPOINT the following staff to the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Advisory Committee, with terms expiring December 31, 2023:

- Contra Costa County Seat: Robert Sarmiento, Department of Conservation and Development
- Contra Costa County Seat-Alternate: Jerry Fahy, Public Works Department

**FISCAL IMPACT:**

No impact to the General Fund. Staff time for this effort has been incorporated into the Departments' budgets.

**BACKGROUND:**

With the formalization of the Countywide Bicycle and Pedestrian Advisory Committee (CBPAC) in 2011, the bylaws (Exhibit A) call for member agencies to reappoint representatives or appoint new staff representatives every other year for a two-year term.

The structure of the CBPAC is as follows (from the CBPAC bylaws):

1. One citizen and one staff person plus one alternate appointed by each of the four Regional Transportation Planning Committees;
2. One staff person plus one alternate appointed by the County of Contra Costa;
3. One representative plus one alternate appointed by the East Bay Regional Park District;
4. One citizen representative plus one alternate appointed by Bike East Bay;
5. Two citizens appointed by the Authority, one of whom is familiar with issues of youth walking and bicycling and one of whom is familiar with issues of seniors and disabled non-motorized transportation.

---

APPROVE
  OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Robert Sarmiento, (925)  
655-2918

By: , Deputy

cc: John Cunningham, Jerry Fahy

CONSEQUENCE OF NEGATIVE ACTION:

If the recommended action is not taken, the County will not be represented on the Countywide Bicycle and Pedestrian Advisory Committee, and the County's position will not be represented during the development of recommendations on planning and funding issues related to walking and bicycling policies in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

The Countywide Bicycle and Pedestrian Advisory Committee reviews policies and projects that support safe routes to schools.

ATTACHMENTS

Exhibit A - CCTA CBPAC Bylaws



# BY-LAWS

## Countywide Bicycle and Pedestrian Advisory Committee

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*Adopted October 19, 2011*

These by-laws outline the purpose, membership, responsibilities, and operating procedures of the Contra Costa Countywide Bicycle and Pedestrian Advisory Committee (herein “CBPAC”) of the Contra Costa Transportation Authority (the “Authority”).

### **1. Name and Authorization**

The name of this organization shall be the Contra Costa Countywide Bicycle and Pedestrian Advisory Committee (CBPAC).

### **2. Purpose**

- 2.1. The purpose of the CBPAC is to advise the Authority on bicycle and pedestrian issues and to help the Authority carry out its responsibilities as a sales tax and congestion management agency.
- 2.2. The CBPAC shall have the responsibility to:
  - 2.2.1. Oversee updates to the CBPP and other Authority policy documents and help implement the policies established therein
  - 2.2.2. Review and provide recommendations on applications for funding for bicycle and pedestrian projects and programs
  - 2.2.3. Review and comment on “complete streets” checklists required of proposed projects
  - 2.2.4. Address other bicycle or pedestrian issues facing the Authority, Contra Costa and the region



### **3. Membership**

- 3.1. The CBPAC shall be comprised of 13 members, plus alternates as noted, appointed from the following agencies:
  - 3.1.1. One citizen and one staff person plus one alternate appointed by each of the four Regional Transportation Planning Committees
  - 3.1.2. One staff person plus one alternate appointed by the County of Contra Costa
  - 3.1.3. One representative plus one alternate appointed by the East Bay Regional Park District
  - 3.1.4. One citizen representative plus one alternate appointed by the East Bay Bicycle Coalition
  - 3.1.5. Two citizens appointed by the Authority, one of which familiar with issues of youth walking and bicycling and one of which familiar with issues of seniors and disabled non-motorized transportation
- 3.2. Citizen members shall be residents of Contra Costa.
- 3.3. Members shall represent the general countywide interest and not solely the interest of their appointing authorities or any specific organization.
- 3.4. At the discretion of the respective appointing body, CBPAC members are subject to recall at anytime.
- 3.5. Members shall be appointed for two year terms. There shall be no limit on the number of consecutive terms which a member may serve.
- 3.6. If a member fails to attend three consecutive meetings, whether regularly scheduled or special, the position to which that member was appointed shall be considered vacant. Attendance by an alternate for that position shall be considered attendance by the member.

- 3.7. A vacancy in a position shall be filled for the remainder of the term by the alternate assigned to that position, if any, or until the appointing agency appoints another person to fill that position.

#### **4. Officers**

- 4.1. The Officers of the CBPAC shall be a Chair and a Vice-Chair. Their duties shall be as follows:
  - 4.1.1. Chair: Presides over CBPAC meetings; reviews the meeting agenda; appoints subcommittees and subcommittee chairs; and reports the CBPAC's actions and decisions to the Authority as appropriate.
  - 4.1.2. Vice-Chair: Presides over the CBPAC meetings in the absence of the Chair; conducts the other duties of the Chair in his/her absence.
- 4.2. Election of Officers shall be made as follows:
  - 4.2.1. Chair: The Chair's term of office shall be for one calendar year. The Chair shall be elected each year at the last meeting of the calendar year by a majority of the CBPAC members present and voting, and shall serve until replaced by a newly-elected chair. If the term of appointment of the Chair expires before the year is out, and that member does not seek or accept reappointment, the Vice-Chair will serve as Chair until the following January.
  - 4.2.2. Vice-Chair: This officer shall be elected by a majority of the CBPAC members present and voting at the last meeting of the calendar year. The term of office shall be for one year. If the term of appointment of the Vice-Chair expires before the year is out and that member does not seek or accept reappointment, the Committee will hold an election for a Vice-Chair to serve out the remainder of the term.
- 4.3. In the event of a vacancy in the office of the Chair, the Vice-chair shall be elevated to the office of Chair for the remainder of the calendar year term, and the CBPAC shall nominate and elect a new Vice-chair.

## **5. Voting**

- 5.1. Decision-making by the CBPAC shall be by consensus. The CBPAC shall use formal voting only where consensus among members, and alternates attending in place of a member, cannot be reached.
- 5.2. Each member shall have one vote. Alternates are eligible to vote when seated in place of their regular committee member.
- 5.3. A quorum shall consist of a majority of the then-appointed CBPAC members. Vacant positions shall not be considered in calculating whether a quorum has been achieved. Alternates attending instead of regularly-appointed members shall be considered as members in determining whether a quorum has been achieved.
- 5.4. Actions taken by the CBPAC must be approved by a majority of those members or alternates eligible to vote at a meeting at which a quorum has been achieved.

## **6. Meetings**

- 6.1. All CBPAC meetings shall be posted public meetings conducted in compliance with the Brown Act.
- 6.2. The regular meetings of the CBPAC are generally scheduled for the fourth Monday of every other month beginning in January of every year at 11:00 a.m. in the Authority offices at 2999 Oak Road, Suite 100, Walnut Creek, California 94597. Additional or alternative meetings may be scheduled to address issues requiring more immediate consideration.
- 6.3. The rules contained within the current edition of Robert's Rules of Order (Newly Revised) shall govern the CBPAC in all cases to which they are applicable and in which they are not inconsistent with these bylaws, the Authority's Administrative Code, the Authority's Office Procedures Guide, and any special rules of order the CBPAC may adopt.

## **7. Subcommittees**

- 7.1. The Chair may establish subcommittees and ad hoc committees as necessary.

- 7.2. Each subcommittee shall consist of at least three (3) CBPAC members. Members shall be reappointed annually.

## **8. Amendment of By-Laws**

Amendment of these bylaws may be initiated either by the CBPAC or the Authority directly. Amendment by the CBPAC requires a two-thirds (2/3) vote of the CBPAC members present and voting at any regular meeting of the CBPAC, and subsequent approval by the full Authority Board. Amendment by the Authority would be made consistent with the Authority's adopted procedures.

## **9. Communications and Reporting**

- 9.1. The primary channel of communication for the CBPAC shall be through written and oral reports from the CBPAC to the Technical Coordinating Committee, and through that committee to the Planning Committee and Authority board.
- 9.2. Reports from the CBPAC should reflect the consensus of the CBPAC. If consensus has not been achieved, the Chair shall convey to the Authority that the CBPAC position reflects a majority vote, and the Chair shall acknowledge and convey minority opinions.
- 9.3. CBPAC members are encouraged to report back to their appointing Councils or boards on at least an annual basis and more frequently if warranted.

## **10. Conflict of Interest**

- 10.1. There shall be no monetary gain by members of the CBPAC as a result of their membership and actions on the CBPAC.
- 10.2. CBPAC members shall recuse themselves from discussion and voting on issues in which they might have a personal financial interest or benefit.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 29, 2022

**Subject:** APPOINT Susan Boudreau to Appointee Seat 2 of the El Sobrante Municipal Advisory Council

---

**RECOMMENDATION(S):**

Supervisor Gioia wishes to appoint Susan Boudreau to Appointee Seat 2 of the El Sobrante Municipal Advisory Council, to a term ending on 12/31/2022

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: James Lyons, 510-942-2222

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The El Sobrante Municipal Advisory Council shall advise the Board of Supervisors on 1) Services which are or may be provided to unincorporated El Sobrante by the County or other local governmental agencies. Such services include, but are not limited to, public health, safety, welfare, public works, and planning, 2) the feasibility of organizing the existing special districts serving unincorporated El Sobrante in order to more efficiently provide public services such as, but not limited to, water, sewer, fire, and parks and recreation, 3) representing unincorporated El Sobrante before the Local Agency Formation Commission on proposed boundary changes affecting the community, 4) representing unincorporated El Sobrante before the County Planning Commission(s) and the Zoning Administrator on land use and other planning matters affecting the community. In this regard, the Council shall cooperate with any other planning advisory bodies in unincorporated El Sobrante in order to avoid duplication and delay in the planning process, 5) Provide input and reports to the Board of Supervisors, County staff, or any other County hearing body on issues of concern to unincorporated El Sobrante, and 6) representing unincorporated El Sobrante before other public entities and agencies. It is understood that the Board of Supervisors is the final decision making authority with respect to issues concerning unincorporated El Sobrante and that the Council shall solely in an advisory capacity.

Susan Boudreau  
El Sobrante, CA 94803

Supervisor Gioia advertises his open advisory body seats in numerous ways including through his website, eblasts, and newsletters, as well as with the traditional media.

CONSEQUENCE OF NEGATIVE ACTION:

The seat would remain vacant.

ATTACHMENTS

Susan\_Boudrea\_Application

# Application Form

## Profile

Susan \_\_\_\_\_ K \_\_\_\_\_ Boudreau \_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_ Suite or Apt  
 Home Address

El Sobrante \_\_\_\_\_ CA \_\_\_\_\_ 94803 \_\_\_\_\_  
 City State Postal Code

Home: \_\_\_\_\_  
 Primary Phone

\_\_\_\_\_ Email Address

### [District Locator Tool](#)

#### Resident of Supervisorial District:

District 1

Orinda Union School District \_\_\_\_\_ Science Teacher \_\_\_\_\_  
 Employer Job Title

#### Length of Employment

29 years

#### Do you work in Contra Costa County?

Yes  No

#### If Yes, in which District do you work?

2.

#### How long have you lived or worked in Contra Costa County?

29 years

#### Are you a veteran of the U.S. Armed Forces?

Yes  No

## Board and Interest

#### Which Boards would you like to apply for?

El Sobrante Municipal Advisory Council: Submitted

**Seat Name**

---

member

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

---

Yes  No

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

---

1

---

**Education**

**Select the option that applies to your high school education \***

---

High School Diploma

**College/ University A**

**Name of College Attended**

---

University of Bristol

**Degree Type / Course of Study / Major**

---

B.Sc.(Hons) Zoology

**Degree Awarded?**

---

Yes  No

**College/ University B**

**Name of College Attended**

---

Saint Mary's

**Degree Type / Course of Study / Major**

---

M.Ed. in Education Leadership

**Degree Awarded?**

---

Yes  No

---

**College/ University C**

**Name of College Attended**

---

University of Bath, UK



**Degree Type / Course of Study / Major**

---

Teaching Credential

**Degree Awarded?**

---

Yes  No

---

**Other Trainings & Occupational Licenses**

**Other Training A**

---

**Certificate Awarded for Training?**

---

Yes  No

**Other Training B**

---

**Certificate Awarded for Training?**

---

Yes  No

**Occupational Licenses Completed:**

---

---

**Qualifications and Volunteer Experience**

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

---

I'm a long time resident of El Sobrante and very active in my Canyon Park neighborhood. I really love my neighbors and community and want to help. I believe strongly in the power of local government to make a positive difference to people's real lives. It would be an honor to serve on this committee.

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

---

I helped organize the Braver Angels Town Hall on fire safety and homelessness, then ran the Action Group follow up for several months with other local citizens. I have worked closely with the Orinda School Board and was a site rep and on the executive board of the local CTA union at my school in a local district. I am also an active member of the Keep El Sobrante Clean and Beautiful group. As I am now semi-retired, I have the time and the motivation as well as organizational skills, the political savvy, tact and diplomacy to be a positive addition to the El Sobrante Municipal Advisory Committee.

---

Upload a Resume

**Would you like to be considered for appointment to other advisory bodies for which you may be qualified?**

Yes  No

**Do you have any obligations that might affect your attendance at scheduled meetings?**

Yes  No

**If Yes, please explain:**

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

Yes  No

**If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:**

**If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:**

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

Braver Angels Town Hall on homelessness and fire safety for El Sobrante, Co-chair of Action Group on Homelessness and Fire Safety. Regular trash pick up around El Sobrante with Keep El Sobrante Clean and Beautiful organization.

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## **Conflict of Interest and Certification**

**Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)**

Yes  No

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

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

Yes  No

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

**Please Agree with the Following Statement**

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

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I Agree

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Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: (1) file a Statement of Economic Interest Form also known as a Form 700, and (2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships:
  - (1) Mother, father, son, and daughter;
  - (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
  - (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
  - (4) Registered domestic partner, pursuant to California Family Code section 297;
  - (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
  - (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

# SUSAN KALMUS BOUDREAU, M.Ed.

El Sobrante, CA 94803

tel: [REDACTED] e-mail: [REDACTED]

Blog: <http://takeactionscience.wordpress.com> Podcast: [Schooled!](#)

## Education, Credentials and Certification

**Orinda Union School District Teacher of the Year 2017**

**Masters in Education Leadership** Saint Mary's College, Moraga, [Transcript](#).

**Administrative Services Credential** <http://goo.gl/PZ1Mvb>

**California Single Subject Teaching Credential in Life Science** <http://goo.gl/PZ1Mvb>

**Cross-Cultural Language Acquisition Development (CLAD)** certification

**Post-Graduate Certificate in Education in Science**, University of Bath,

**B.Sc. (Honors) Zoology, II(i)** University of Bristol,  
Minors in botany, biochemistry and philosophy.

## Teaching Experience:

**Science Teacher**, *Orinda Intermediate School, Ca 1993-2021*

- Middle school life science and physical science and Earth science aligned to the Next Generation Science Standards.
- Running a well-organized, friendly classroom where students are engaged, encouraged and respected.
- Department chair and grade level team leader. Instructional Council member. Block scheduling committee.
- Developed curriculum to teach the Next Generation Science Standards and 21<sup>st</sup> Century skills with inquiry, notebooks and real-world, project based learning:
  - ✓ [Crush COVID](#) distance learning project.
  - ✓ Bottle World Eco Project
  - ✓ Think Ahead Sex Ed
  - ✓ Solar Ovens for Puerto Rico
  - ✓ STEM and Social Justice
  - ✓ Cool the School
  - ✓ Survive the Next Big One
  - ✓ The Re-Wilding Project
  - ✓ Plant 2 Trees Project
  - ✓ [The Take \(informed and effective environmental\) Action Project](#)
  - ✓ [The Animal Voice-Over Animal Behavior Project](#)
  - ✓ Grow Food at School Project
  - ✓ Food and Physical Science,
  - ✓ [The Egg-Helmet Project](#)
  - ✓ [Maintain Homer-ostasis!](#)
  - ✓ Socrates Café,
  - ✓ [Genetics Issues Rank-and-Reason](#)
  - ✓ Google Classroom distance learning
- Extensive technology integrated throughout the curriculum: Google Classroom and remote learning, school loop website, student iPads and Chrome books, student-made multi-media projects, etc.
- Stanford NGSS Assessment Project trained and implemented.
- Fieldwork, simulations, games, experiments and hands-on experiences throughout the curriculum.
- Differentiating instruction for gifted students, 504 students and special education students.
- Working closely with special education instructors, counselors and aides.
- Maintaining a detailed class website (see link above) and online grade reporting (PowerSchool)
- Frequent, warm communication with parents including regular newsletters.

## **District Committees:**

- Curriculum Committee
- Nature Area Committee
- Facilities Master Plan Committee
- BaySci with Lawrence Hall of Science
- District Science Committee
- Strategic Plan Committee

## **Leadership/Writing Experience**

“Schooled!” podcast co-producer and interviewer.

**Homelessness in El Sobrante: A Braver Angels Common Ground Community Workshop** Co-chair of national pilot program.

## **Science Education Blogger:**

- [Take Action Science blog](#) with 65,000 views so far.

## **Teacherpreneur for NextLesson.org**

- Developing and publishing lessons and projects for a successful project-based learning start-up.  
<http://www.nextlesson.org/author/sueboudreau>
- Prize for best interdisciplinary project: “Wire trees the way they are?”

**Department Chair** *Orinda Intermediate School, Ca*

**Master Teacher for Cal State University, East Bay**

**Curriculum Developer, Field Test Teacher and Field Test Center Coordinator**

*Science Education for Public Understanding Program (SEPUP), Lawrence Hall of Science, UCB.*

## **Webinars, Workshops and Talks:**

### **“The Re-Wilding Project”**

National Science Teachers Conference

### **“Plant 2 Trees Project”**

National Science Teachers Conference

### **“Get Started with Project Based Learning”**

Orinda Union School District Summer Institute

### **“TakeActionScience” Word Press Blog**

### **“Get Your Labs Organized so you don’t lose your materials or your mind”**

California Science Teachers Conference

### **“Food Science Physics, Snapshot Science, Socrates Cafe and Concept ConstruXions:**

Cal State University, East Bay Methods Class: 8<sup>th</sup> grade science field trip

### **“Multi-Media for Science Learning” with KQED QUEST**

California Science Teacher’s Conference (CSTA),

### **“The Problems of Oil Project”**

CSTA

### **“Expanding Project-Based Learning; Coming up with compelling questions.”**

Orinda USD Professional Development Day, CSTA

### **“Engaging Students with Choice, Mastery and Purposeful Projects”**

Saint Mary’s College Saturday Seminars

### **KQED Forum: Engaging Kids in Science**

with Michael Krasny,

### **Project Based Learning, Better With Practice – Keeping Your Project on the Rails**

Webinar through Project Foundry,

## **Publications:**

**“The Take Action Project”**, National Science Teachers Association “Science Scope” magazine, Oct. 2010

**Open Forum: “[The Quiet Erosion of Science Education](#)”**, San Francisco Chronicle.

**“Science and Life Issues” Student Books and Teacher’s Guides**, 2000 by Hariani, Nagle, Boudreau, Davison et al. , Publ. Lab Aids, NY.

**“The genetic basis of XX-XY differences present before gonadal sex differentiation in the mouse”** by Paul S. Burgoyne, AR Thornhill, S Kalmus Boudreau, et al., Philosophical Transactions of the Royal Society, Biological Sciences, 1995

### **Other Skills and Interests:**

Civic engagement, photography, poetry, opinion writing, blogging, podcasting, fiction writing, fluent French, rock climbing, cycling, skiing and reading.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 29, 2022

**Subject:** Declare Seat 2 Vacant on the Historical Landmarks Advisory Committee (HLAC)

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Ms. Melinda McCrary, DECLARE a vacancy for Seat 2 on the Historical Landmarks Advisory Committee, and DIRECT the Clerk of the Board to post the vacancy.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Correspondence was received from Ms. Melinda McCrary expressing her inability to further serve on the committee.

**Seats and Qualifications:**

The Historical Landmarks Advisory Committee is comprised of five (5) seats, including the following:

- Four (4) Members, nominated to the Community Development Director by The Contra Costa County Historical Society
- One (1) Contra Costa County Community Development Director or Designee

The Historical Landmarks Advisory Committee advises the Board of Supervisors on matters of historical significance and proposes points of historical interest in the County for registration by the State and other

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Dominique Vogelpohl, HLAC staff (925)  
655-2880

By: , Deputy

cc:

BACKGROUND: (CONT'D)

agencies.

CONSEQUENCE OF NEGATIVE ACTION:

The seat must first be declared vacant before it may be filled.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 29, 2022

**Subject:** REAPPOINT Joey Smith to the District 1 seat on the Commission for Women and Girls

---

**RECOMMENDATION(S):**

REAPPOINT Joey Smith to the District 1 seat on the Commission for Women and Girls to a term ending on February 28, 2023.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Joey Smith has been serving successfully and Supervisor Gioia would like her to continue representing West County. At the March 22, 2022 Board of Supervisors meeting the Board approved changes to the Commission for Women and Girls' bylaws which redistributed term expiration dates so they are evenly staggered. The term ending date of February 28, 2023 for this appointment reflects these changes. Subsequent appointments will be made for 4 year terms.

**CONSEQUENCE OF NEGATIVE ACTION:**

The seat would remain vacant.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: James Lyons, 510-942-2222

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 29, 2022

**Subject:** Accept the Resignation of Lily Rahnema from the Business Seat on the North Richmond Municipal Advisory Council

---

**RECOMMENDATION(S):**

Accept the resignation of Lily Rahnema from the Business Seat of the North Richmond Municipal Advisory Council. Declare the Business Seat vacant.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Supervisor Gioia wishes to appoint a new member to the North Richmond Municipal Advisory Council.

**CONSEQUENCE OF NEGATIVE ACTION:**

Supervisor John Gioia will not be able to appoint a new member to the North Richmond Municipal Advisory Council.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Tania Pulido, 5109422225

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 29, 2022

**Subject:** Accept the resignation of Robert Rogers from the Supervisor Alternate seat on the North Richmond Waste and Recovery Mitigation Fee Committee

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Robert Rogers from the Supervisor Alternate seat on the North Richmond Waste and Recovery Mitigation Fee Committee, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Robert Rogers has served successfully and now Supervisor Gioia wishes to appoint Tania Pulido. Miss Pulido is the new liaison to North Richmond.

**CONSEQUENCE OF NEGATIVE ACTION:**

Supervisor Gioia will not be able to appoint Tania Pulido to the Supervisor Alternate seat.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Tania Pulido, 510-942-2225

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE  
Date: March 29, 2022

Subject: Support the Shortcut Pipeline Replacement Project

---

**RECOMMENDATION(S):**

AUTHORIZE the Chair of the Board of Supervisors to sign a letter to express the County's support for the Contra Costa Water District's pursuit of grant funding for the timely replacement and completion of their Shortcut Pipeline Phase 3 Improvements Project.

**FISCAL IMPACT:**

No fiscal impact to the County is associated with supporting the pursuit of grant funding for Contra Costa Water District's (CCWD) Shortcut Pipeline Phase 3 Improvements Project.

**BACKGROUND:**

The existing Shortcut Pipeline is a large diameter, concrete pipeline that was installed in 1972 with an average flow of 13 million gallons per day of untreated water. The five-mile pipeline starts at Contra Costa Canal in Clyde and terminates at the Martinez Reservoir. CCWD is responsible for operating and maintaining the Shortcut Pipeline under contract with the US Bureau of Reclamation and has completed three leak repairs since the pipeline was constructed, including one near Walnut Creek and the Concord Fault after the Loma Prieta Earthquake. The Shortcut Pipeline is the primary source of drinking water for the City of Martinez and provides an uninterrupted supply of process water to large industrial users including the PBF Martinez Refinery.

An inspection in 2018 identified a compromised section of pipeline under the western flood control levee of the Lower Walnut Creek channel, as shown in the attached project vicinity map. Adding risk, the approximate half-mile section of compromised pipeline is also near the Concord Fault. It has been determined this section of the pipeline is no longer reliable.

The Shortcut Pipeline Phase 3 Improvements Project proposes to install two High Density Polyethylene pipelines under the Walnut Creek channel and connect them to the existing pipeline to bypass the damaged section of pipe. Dual pipelines ensure sufficient capacity and provides increased redundancy and seismic reliability. The pipelines will be installed by Horizontal Directional Drilling, which is an innovative and proven trenchless technology that minimizes environmental impacts. Additionally, the pipelines are proposed to be installed deep below the Walnut Creek channel, which provides safety and protects against future settlement.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Ryan Hernandez, (925) 655-2919

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The Phase 3 Improvements Project is 60% designed and documents for public review, pursuant to the California Environmental Quality Act, are being prepared. CCWD anticipates the project will go to bid February 2023 and planned construction from August 2023 through December 2024 (17months).

The Shortcut Pipeline Phase 3 Improvements Project is a significant investment (\$14 million) that is critically important as it improves reliable delivery of water for public health (drinking water), public safety (fire protection), and economic vitality (industrial users) to Contra Costa County and the region.

CCWD is actively pursuing federal funding through the Senate Energy and Water Development Bill (Fiscal Year 2023) for construction, and they are also seeking outside funding for portions of the project through state and federal implementation, infrastructure, and hazard mitigation grant programs. CCWD requests a letter of support from the Contra Costa County Board of Supervisors for the Phase 3 Improvements Project.

The Transportation, Water and Infrastructure Committee recommends the Chair of the Board of Supervisors sign a letter expressing the County's support for the Contra Costa Water District's pursuit of grant funding for the timely replacement and completion of their Shortcut Pipeline Phase 3 Improvements Project.

CONSEQUENCE OF NEGATIVE ACTION:

Without the County's written support, the grant funding applications for the Shortcut Pipeline Phase 3 Improvements project may be less competitive.

ATTACHMENTS

Project Vicinity Map

Final Draft - CCC Support Letter for SCPL Funding



March 29, 2022

Board of Directors  
Contra Costa Water District  
1331 Concord Avenue  
Concord, CA 94520

**RE: Support for the Shortcut Pipeline Phase 3 Improvements Project**

To Whom It May Concern:

The Contra Costa County Board of Supervisors supports the construction and pursuit of grant funding for the Shortcut Pipeline Phase 3 Improvements Project (Project) proposed by the Contra Costa Water District (CCWD). The Project is a significant investment that is critically important for the region as it improves reliable delivery of water for public health (drinking water), public safety (fire protection), and economic vitality (industrial users) to the City of Martinez and Contra Costa County.

CCWD is actively pursuing federal funding through the Senate Energy and Water Development Bill (Fiscal Year 2023) for construction, and they are also seeking outside funding for portions of the project through state and federal implementation, infrastructure, and hazard mitigation grant programs.

The Project improves water delivery reliability by replacing a compromised section of the pipeline under the Walnut Creek Channel and in the vicinity of the Concord Fault. The Shortcut Pipeline is vulnerable, and a substantial earthquake event could render the existing pipeline unusable and water deliveries would be interrupted. As such, this priority Project requires prompt completion by CCWD to increase seismic resiliency of critical water infrastructure for the region. We appreciate consideration of this important Project and encourage its funding.

If you have any questions regarding Contra Costa County's comments, please contact Ryan Hernandez at (925) 655-2919.

Sincerely,

Karen Mitchoff  
Chair of the County Board of Supervisors



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: March 29, 2022

**Subject:** AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH SUPERIOR COURT GOVERNING THE ENHANCED COURT COLLECTIONS PROGRAM

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Administrator, or designee, to execute an amended Memorandum of Understanding (MOU) with the Contra Costa County Superior Court to make technical adjustments to the County's Enhanced Court Collections Program.

**FISCAL IMPACT:**

Under a qualifying Trial Court Funding Act enhanced collections program, costs may be deducted from collections of delinquent court-ordered fees, fines, forfeitures, penalties, and assessments before revenues are distributed to another government entity. However, AB 177 repealed, effective January 1, 2022, the County's authority to collect certain criminal justice administrative fees related to the collection of fines, restitution fines, and restitution orders, specifically \$30 accounts receivable fee and additional \$20 installment fees on payment plans. These fees are no longer available to offset the cost of the payment plan collections program.

The Court and County have agreed to continue referring non-delinquent accounts to the Court's third-party collections agency, Linebarger, to set up, monitor and collect on payment plans. In exchange for this agreement, the Court will bill the County for only Linebarger's commission costs and will cease billing the County for the Court's direct and indirect costs for administering the collections program, historically valued at approximately \$150,000 annually. This agreement will partially mitigate the impact to the County of AB 177, which is anticipated to increase the County's cost of collections going forward. The value of the receivable and installment fees that were repealed by AB 177 has ranged from \$385,000 to \$550,000 annually.

**BACKGROUND:**

Since 1992, when the County established the Superior Court Collections Unit (CCU), the Superior Court has provided court collections services on behalf of the County. When the Superior Court was transferred to the State in 1997 under the Trial Court Funding Act, the CCU continued to provide court collection services on behalf of the County and the County has paid the Court annually for these services, as required by the Act.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: JULIE ENEA (925) 655-2056

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Penal Code section 1463.007 provides that counties which implement a comprehensive or “enhanced” collections program may recover their costs from the collection of delinquent court-ordered fees, fines, forfeitures, penalties, and assessments before revenues are distributed to another government entity. A comprehensive collection program must meet the following requirements:

- Be a separate and distinct revenue collection activity that identifies total collections received from qualifying accounts and their related operating costs;
- Identify qualifying accounts as accounts receivable, which must be distinguished from forthwith payments;
- Satisfy at least 10 of the 17 collection activity components identified in Penal Code section 1463.007; and
- File a report of its activities once each year with the Judicial Council.

The 17 potential collection activity components identified in the Penal Code are:

1. Monthly bill or account statements to all debtors.
2. Telephone contact with delinquent debtors to apprise them of their failure to meet payment obligations.
3. Issuance of warning letters to advise delinquent debtors of an outstanding obligation.
4. Requests for credit reports to assist in locating delinquent debtors.
5. Access to Employment Development Department employment and wage information.
6. The generation of monthly delinquent reports.
7. Participation in the Franchise Tax Board's Interagency Intercept Collections Program.
8. The use of Department of Motor Vehicle information to locate delinquent debtors.
9. The use of wage and bank account garnishments.
10. The imposition of liens on real property and proceeds from the sale of real property held by a title company.
11. The filing of a claim or the filing of objections to the inclusion of outstanding fines and forfeitures in bankruptcy proceedings.
12. Coordination with the probation department to locate debtors who may be on formal or informal probation.
13. The initiation of drivers' license suspension actions where appropriate.
14. The capability to accept credit card payments.
15. Participation in the Franchise Tax Board's Court-Ordered Debt Collections Program.
16. Contracting with one or more private debt collectors.
17. The use of local, regional, state, or national skip tracing or locator resources or services to locate delinquent debtors.

A court or county that implements a comprehensive collection program must operate that program as a separate and distinct revenue collection activity. Penal Code section 1463.010 mandates that each superior court and county develop a cooperative plan to implement a collection program pursuant to Judicial Council guidelines. The Board of Supervisors approved the original collections MOU in November 2008. The original MOU was amended in 2011, and a new MOU was executed in 2017. The technical adjustments recommended today will limit the charges by the Court to the County to only third-party collection costs. These costs are expected to increase significantly due to the enactment of AB 177, which repealed many administrative fees that supported the collection function. The impact is described more fully, above, under Fiscal Impact.

CONSEQUENCE OF NEGATIVE ACTION:

If the County does not execute the amendment to the MOU, then the Court will be obligated to establish payment plan processing in-house at greater cost than by out-sourcing to Linebarger. The additional costs would be billed to and borne by the County, pursuant to the Trial Court Funding Act.

ATTACHMENTS

Amendment No. 1 to County/Court MOU on Enhanced Collection Services  
County/Court MOU on Enhanced Collection Services

Court Agreement with Alliance One  
Contract Amendment with Alliance One  
Court Agreement with Franchise Tax Board



**Superior Court of California  
County of Contra Costa**

**First Amendment to Memorandum of Understanding between the  
County of Contra Costa**

**and**

**Superior Court of California, County of Contra Costa**

This first amendment ("**First Amendment**") is dated March 29, 2022, and is between the **County of Contra Costa**, a political subdivision of the State of California (the "**County**"), and the **Superior Court of California, County of Contra Costa**, an entity of the State of California (the "**Court**").

**RECITALS**

- A. The County and the Court are parties to a Memorandum of Understanding dated October 1, 2017 (the "**MOU**"). Under the MOU, the County and the Court developed and implemented a collection program for the collection of fees, fines, forfeitures, penalties, and assessments incurred by a defendant in a criminal or traffic action or proceeding.
- B. The County and the Court desire to amend the MOU to modify the collection program costs for which the Court must be reimbursed by the County.

The parties therefore agree as follows:

**AGREEMENT**

1. All capitalized terms not defined in this First Amendment have the meanings given to them in the MOU.
2. Clause 9 of Section A of the MOU is hereby deleted in its entirety and replaced with the following:
  9. Within 45 days of receipt of a monthly invoice, the County will reimburse the Court for (i) third-party collection services commission costs for non-delinquent accounts receivable, installment plan accounts, and victim restitution payments, (ii) mutually approved capital expenditures made from the Program, and (iii) the cost of all other collection activities performed by the Court on behalf of the County that are not allowable under Penal Code Section 1463.007 or California Rule of Court 10.810. None of these costs may be deducted from Program revenues.
3. This First Amendment becomes effective upon its execution by both parties.

[SIGNATURES ON NEXT PAGE]

EXCEPT AS PROVIDED HEREIN, all the terms and conditions of the MOU remain in full force and effect.

<b>SIGNATURES</b>	
<b>Superior Court of California, County of Contra Costa</b>	<b>County of Contra Costa</b>
Name: Kathryn Bieker	Name: Julie Enea
Title: Court Executive Officer	Title: Senior Deputy County Administrator
Signature:	Signature:
Date:	Date: 3/29/22

**MEMORANDUM OF UNDERSTANDING  
FOR COLLECTION SERVICES,  
COUNTY OF CONTRA COSTA AND  
THE SUPERIOR COURT, COUNTY OF CONTRA COSTA**

This Memorandum of Understanding (“MOU”) is made as of October 1, 2017 (“Effective Date”) between the COUNTY OF CONTRA COSTA (“County”), a political subdivision of the State of California and the SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA (“Court”), an entity of the California Judicial Branch organized under Article VI of the California Constitution (individually, a “Party” and, collectively, the “Parties”).

WHEREAS, California Penal Code Section 1463.010 requires the Court and the County to develop a cooperative plan to implement a collection program for the collection of fees, fines, forfeitures, penalties, and assessments incurred by a defendant in a criminal or traffic action or proceeding; and

WHEREAS, the Court and the County have developed such a collection program (“Program”) and desire to clarify their respective rights and responsibilities regarding the Program, including enhanced collection services, by entering into this MOU.

**AGREEMENT**

NOW THEREFORE, the Parties agree as follows:

**A. COLLECTIONS PROGRAM**

1. The Court will operate the Program for the collection of all fees, fines, forfeitures, penalties, and assessments arising from criminal or traffic actions or proceedings. The Court will also implement and operate the Program as a comprehensive collection program, as that term is defined in Penal Code Section 1463.007, for the collection of all delinquent fees, fines, forfeitures, penalties, and assessments arising from criminal or traffic actions or proceedings.

2. The Court will engage, with County’s consent, which consent will not be unreasonably withheld, one or more collections vendors (each, a “Vendor”) who have entered into a master agreement with the Judicial Council of California to perform collection services on certain accounts under the terms and conditions set forth in a master agreement between the Judicial Council and the Vendor (“Master Agreement”). The Court will provide the County with a copy of the Master Agreement and any other agreements and related amendments that the Court enters into with a Vendor.

3. The Court has entered into an agreement with the Franchise Tax Board to participate in its Court-Ordered Debt Collection program, and participates in the Interagency Intercept Collections program. The Court will provide the County a copy of the agreement

between the Court and Franchise Tax Board for the Court-Ordered Debt Collection program, and if applicable, the annual Intent to Participate Form for the Interagency Intercept Collections program.

4. The County will not knowingly accept full or partial payments on any accounts under the Program. If such payments are inadvertently received, the County will forward such payments to the Court when discovered.

5. The Court will provide the County with a monthly report indicating the amount of money collected under the Program during each month, in the format used by Court to meet its reporting requirements to the Judicial Council. The report will include (i) the gross amount of revenue collected, (ii) the gross amount of revenue attributable to delinquent, non-delinquent and victim restitutions collections, (iii) the amount Court has deducted as its allowable collection costs under Penal Code Section 1463.007, and (iv) the net amount of revenue to be distributed by the County. The Court will provide the report to the County no later than 45 calendar days after the end of the month for which the report is made.

6. The Court will deposit revenue collected under the Program, net of applicable deductions, with the County for distribution, according to California law and the regulations and guidelines of the Judicial Council and State Controller's Office ("SCO"). The County will provide the agency fund and/or account numbers for revenue to be deposited, and the Court will report the amounts to be distributed to the various State and local agencies based on the fund and/or account numbers provided by the County and according to California law and the regulation and distribution guidelines of the Judicial Council and SCO. The County will then distribute revenue collected under the Program according to the distribution report provided by the Court.

7. The Court will collect and directly distribute victim restitution payments to victims and to the State Victim Compensation and Government Claims Board.

8. By August 1 of each year during which this MOU is in effect, the Court will provide to the County a report showing victim restitution payments deposited in the Court's bank account in the prior calendar year that remain unclaimed.

9. Within 45 days of receipt of a monthly invoice, the County will reimburse the Court for (i) direct and indirect costs related to collection services for non-delinquent accounts receivable and installment plan accounts, (ii) direct and indirect costs related to collection and disbursement of victim restitution payments, (iii) mutually approved capital expenditures made from the Program, and (iv) the cost of all other collection activities performed by the Court on behalf of the County that are not allowable under Penal Code Section 1463.007 or California Rule of Court 10.810. None of these costs may be deducted from Program revenues.

10. When discharging court-ordered debt, the Court will comply with Government Code sections 25259.7 – 25259.95 and the Judicial Council guidelines. By August 1 of each year during which this MOU is in effect, the Court will provide the County a written report showing the accounts and amounts, if any, discharged in the prior fiscal year.

11. Each Party will provide the other with view-only access to its case management system on request and only as necessary for administrative purposes related to the implementation and continued operation of the Program. Each Party will bear its own costs for this access and each Party may deduct the costs of this access as permitted by Penal Code Section 1463.007.

12. The Parties will work cooperatively to maximize revenue collections and the quality of customer service being provided. The Parties will each designate an employee to act as the contact person for each Party to facilitate the exchange of information and resolve any day-to-day issues. Additionally, the Parties will conduct management level meetings as needed.

13. The Parties will safeguard as confidential all information shared between the Parties to carry out the purpose of this MOU. Except as necessary under a collection agreement with a Vendor and as set forth herein, neither Party will disclose the information shared between the Parties to a third party without the prior written consent of the other Party, with the exception of (i) audits performed by the Judicial Council, the SCO, or other legally authorized agency, and (ii) requests made under the California Public Records Act (California Government Code section 6250, et seq.) or California Rule of Court 10.500.

14. The Parties will comply with the guidelines and standards approved from time to time by the Judicial Council of California in the operation of the Program. The Parties will develop a cooperative plan and a manual of operational policies and procedures as necessary to implement these guidelines and standards. The Parties will cooperate as necessary to complete reports to the Judicial Council on their collections program, on the schedule and in the form required by the Judicial Council.

15. The Parties will monitor and implement any changes or modifications to state laws and/or regulations affecting the Program and notify the other party of such change.

## **B. ALLOWABLE DEDUCTIONS**

1. Each Party may deduct from the revenue collected under the Program its allowable costs as provided in Penal Code Section 1463.007. The Court may deduct its allowable costs prior to its deposit of revenue with the County. The County may deduct its allowable costs prior to its distribution of such revenue.

2. Each Party's obligations for collection efforts under the Program remain in effect notwithstanding that Party's inability to deduct its costs related to the Program for any reason. Neither Party has any obligation to pay or reimburse the other party for any costs incurred by it in performing its obligations under this MOU without the prior agreement of both Parties.

3. If the operating costs for a given month exceed revenue collected, the excess costs may be carried forward within the same fiscal year, subject to guidelines promulgated by the Judicial Council and the SCO, until eligible revenues are available to fully recover the eligible costs.

### **C. TERM/TERMINATION**

1. The term of this MOU will be for one year beginning on the Effective Date. This MOU will automatically renew for successive one year terms unless terminated by either Party in accordance with Section C.2 below.

2. Either Party may terminate this MOU by giving at least 90 calendar day notice to the other Party; provided, however, such termination will not be effective, and this MOU will remain in full force and effect, unless and until the Parties execute a new memorandum of understanding or other document setting forth their agreement on the operation of a subsequent collections program as required by Penal Code Section 1463.010.

### **D. DISPUTE RESOLUTION**

If, after thirty (30) calendar days of negotiations, the Court and the County cannot resolve a dispute regarding the interpretation or performance of this MOU or cannot agree on a new collections program, either Party may request a meeting between the Court Executive Officer and County Administrator or designee for the purpose of resolving the dispute. If such meeting is requested, the meeting will be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the dispute, the dispute will be submitted for non-binding mediation. If the mediation fails to resolve the dispute, either Party may request binding arbitration by a third party mutually agreed upon by the Administrative Director of the Judicial Council and the California State Association of Counties. Until the dispute is resolved, the Parties will continue to operate the Program as set forth in this MOU and perform and observe their respective responsibilities and rights hereunder.

### **E. COMPLIANCE WITH AUDITS; RECORDS RETENTION REQUIREMENTS**

1. The Parties will receive, reply to, and/or comply with any audit by an appropriate state audit agency that directly relates to this MOU or to funds to be handled or disbursed hereunder. The Parties will each maintain an accounting system and supporting fiscal records to comply with state audit requirements related to this MOU. The County will implement and follow the requirements set forth in the Information Practices Act of 1977 (California Civil Code section 1798 et seq.) with respect to all personal and confidential information accessed through the Court's computer systems.

2. The Parties will maintain and preserve all records and documentation related to this MOU, including records related to billings and other financial records, in an accessible location and condition for a period of not less than five years after an account has been completely paid or until after an audit involving an account has been resolved, whichever is later. Each Party will adequately protect all records against fire or other damage.

### **F. GENERAL PROVISIONS**

1. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous modifications,



agreements, proposals, negotiations, representations, and commitments, both oral and written, between the Parties.

2. Amendment. No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment that is formally approved and executed by the governing bodies of each of the Parties, or their respective authorized designees.

3. Further Assurances. Each Party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU.

4. Waiver. Any waiver by either Party of the terms of this MOU must be in writing and executed by an authorized representative of the waiving party and will not be construed as a waiver of any succeeding breach of the same or other term of this MOU.

5. Severability. The provisions of this MOU are separate and severable. If any provision of this MOU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Any such provision will be enforced to the maximum extent possible so as to effect the reasonable intent of the Parties and will be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

6. Independent Contractor. Each Party will be, and is, an independent contractor, and is not an employee or agent of the other Party, and neither Party nor any person engaged by a Party to perform the services described herein is covered by any employee benefit plans provided to the employee of the other Party. Each Party is liable for the acts and omissions of itself, its employees, its subcontractors and its agents. Nothing in this MOU will be construed as creating an employment or agency relationship between the Parties. Each Party will determine the method, details and means of performing its obligations under this MOU, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting the respective Party. Each Party will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.

7. Risk Allocation. It is the intention of both parties that neither will be responsible for the negligent and/or intentional acts and/or omissions of the other, or its judges, subordinate judicial officers, directors, officers, agents and employees. The Parties therefore disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code 895.6. Instead, pursuant to Government Code section 895.4, the Parties agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of this MOU.

8. Counterparts. This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties are executing this MOU as of the date first written above.

**SUPERIOR COURT OF  
CALIFORNIA, COUNTY  
OF CONTRA COSTA**

**COUNTY OF CONTRA COSTA**

By: \_\_\_\_\_  
Jill Fannin  
Presiding Judge

By: \_\_\_\_\_  
David Twa  
County Administrator

APPROVED AS TO FORM:

SHARON L. ANDERSON,  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA  
**AGREEMENT** rev 2-10-14

AGREEMENT NUMBER <b>17_FS_SA_1518_00</b>
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1. In this agreement ("Agreement"), the term "Contractor" refers to AllianceOne Receivables Management Inc., and the term "Court" refers to the Superior Court of California, County of Contra Costa.

2. This Agreement is effective as of June 29, 2015 ("Effective Date") and expires on December 31, 2018 ("Expiration Date").

3. The maximum amount the Court may pay Contractor under this Agreement is \$3,300,000 Not-To-Exceed during FY 15-16 (the "Contract Amount"). The Court and Contractor will re-evaluate contract amount in order to determine the Not-To-Exceed amount for subsequent years during the Initial Term.

4. The purpose or title of this Agreement is: **Collection Services.**

*The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

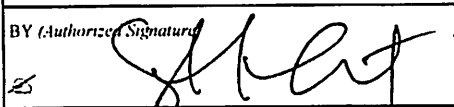
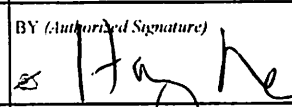
5. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Appendix A – Background

Appendix B – Services

Appendix C - Payment Provisions

Appendix D – General Provisions

<b>Superior Court of California, County of Contra Costa</b>	<b>AllianceOne Receivables Management Inc.</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Hon. Steven Austin, Presiding Judge</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Hank Neechberg CFO</b>
DATE EXECUTED <b>6/29/15</b>	DATE EXECUTED <b>6/30/15</b>
ADDRESS <b>725 Court Street Martinez, CA. 94553</b>	ADDRESS <b>4850 Street Road #300 Trevino, TX 79653</b>

## **APPENDIX A BACKGROUND**

### **1.0 BACKGROUND**

1.1 WHEREAS, Contractor and the Judicial Council of California, Administrative Office of the Courts, on behalf of the Superior Courts and counties of the State of California, are parties to Judicial Council Master Agreement No. MA-201302 for collections services dated January 1, 2014. Consistent with the requirements of the Judicial Branch Contract Manual, this contract was the result of a competitive procurement process.;

1.2 WHEREAS, the Agreement sets forth the terms and conditions upon which Contractor will provide collections services to the superior Courts, counties, and certain other designated entities in the State of California, should any such party desire to engage Contractor for such services;

1.3 WHEREAS, Court pursues initial collection efforts on all accounts it establishes for unpaid fees, fines, forfeitures, penalties and assessments arising from criminal and traffic actions or proceedings;

1.4 WHEREAS, Court desires to engage Contractor to perform collection services ("Services") in accordance with the Agreement on selected accounts established by the Court and not fully paid 30 or more days from the date of their assessment or imposition, or on which an installment payment is not fully paid within 30 days of the date such payment was due under an installment0 payment plan ("Accounts").

1.5 This Agreement ("Agreement") is made and entered into on June 29, 2015 ("Effective Date") between the Superior Court of California County of Contra Costa ("CCSC" or Court) and AllianceOne Receivables Management Inc. ("Contractor") (individually, a "Party"; collectively, the "Parties").

1.6 This Agreement supersedes the Participation Agreement dated February 1, 2014 between the Court and Contractor.

## **APPENDIX B SERVICES**

### **1. DEFINITIONS**

The following defined terms used in this Agreement will have the meanings specified below:

- “Business Day” means any day on which the CCSC is open for business.
- “Client Data” means all data and information (i) which is created for a CCSC in the course of Contractor’s performance of its obligations under this Agreement, or ii) that has been submitted or made available to Contractor by or on behalf of the CCSC, including all data and information relating to the CCSC and their respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court proceedings, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information.

### **2. SERVICES**

#### **2.1 Scope of Services.**

Contractor will provide any or all of the services set forth in Exhibit A, Statement of Work (the "Services") to the CCSC upon execution by Contractor and the CCSC specifying the scope and range of the Services requested by the Court. Contractor shall perform and complete all Services in compliance with the requirements of this Agreement, and to the satisfaction of CCSC.

#### **2.2 Scope of Other Services.**

Accounts transferred to Contractor for collection services under this Agreement will qualify for the following Services.

- a. *Collection services.* Contractor will perform collections activities on the Accounts transferred to it as set forth in Exhibit A. Court engages Contractor to perform all services enumerated any or all of the services set forth in Exhibit A, Statement of Work (the “Services”) to the CCSC upon execution by Contractor and CCSC specifying the scope and range of the Services requested by the CCSC. Contractor shall perform and complete all Services in compliance with the requirements of this Agreement, applicable to the satisfaction of the Court. Contractor will perform additional services according to Schedule
- b. *Court Ordered Debt Program.* Contractor will refer Accounts it receives to the FTB Court Ordered Debt ("COD.") Program, liaise with FTB regarding such Accounts under the terms and conditions set forth in Section Agreement.
- c. Contractor will refer to the FTB COD Program Accounts that meet the criteria set forth in Revenue and Taxation Code Section 19280, and all of the following criteria:

- i. The remaining balance owed on the case is [\$100] or more;
  - ii. Court records regarding the Account indicate that, during the past [six (6)] months, no payments have been received, no new payment plan has been agreed to by the defendant, and no adjustments have been made by the Court on the Account; or
  - iii. The Account has been rejected by the FTB COD Program for any reason, or returned to the Court as uncollectible.
- d. *Tax Intercept Program.* In addition to other Services provided hereunder, Contractor shall prepare an electronic file transfer for those accounts forwarded from Court that are eligible for the FTB Tax Intercept Program. Court will forward eligible Accounts to the FTB, liaise with FTB regarding such Accounts, and perform the equivalent administrative functions regarding such Accounts as that set forth in Section 1.3 of Exhibit A of the Agreement. Court staff will integrate the file with Court records also being sent. Court staff will assist with written instructions and procedures as necessary, which Contractor will follow.
- e. Contractor will forward to Court by the 5th day of each calendar month during the term of this Agreement via electronic transfer or remittance check representing the total amount of funds received by Contractor on Accounts during such period, with accompanying statements.
- f. Contractor will provide telephones at each court location that connect directly to AllianceOne at no cost to the Court. The number and locations of the phones are to be determined by the Court.

### 2.3 Obligation.

This Agreement does not obligate CCSC to contract with Contractor under this Agreement nor does it guarantee Contractor a specific volume of accounts.

### 2.4 Non-Exclusivity.

This is a non-exclusive agreement. The CCSC reserves the right to perform, or have others perform the Services, the right to bid the Services to others, or procure the Services by other means.

Contractor shall reasonably cooperate with any third parties retained by the CCSC to perform the Services.

### 2.5 Subcontracting.

Contractor will not subcontract or delegate any of its obligations under this Agreement.

## **APPENDIX C PAYMENT PROVISIONS**

3.1 Fees. Contractor will accept all accounts for collection referred by a CCSC on a contingency fee basis. Compensation will be in accordance with Exhibit B, Fee Schedule. For victim restitution, Contractor's fee will be limited to the 10% administration fee allowed by statute and if authorized by a resolution by a County Board of Supervisors. Contractor will not be entitled to invoice the CCSC for this fee until the victim's restitution has been paid in full.

3.2 Expenses: Except as expressly set forth in this Agreement, all expenses relating to the Services are included in the fees. Contractor is responsible for all start-up and on-going operational costs, including all costs associated with the transfer of paper records to electronic data. There will be no additional fee for reporting to credit bureaus.

3.3 Payment Schedule: Each month during the term of this Agreement, and in such a manner that the CCSC receives Contractor's invoice within ten (10) Business Days after the last day of such month, Contractor shall invoice the CCSC for the Services satisfactorily performed during such month. Contractor will not withhold its fee from any collected amounts to be forwarded to the CCSC.

3.4 Time and Payment of invoices. Payment will be made net thirty (30) days after the CCSC's receipt of each itemized invoice, subject to CCSC's right to withhold amounts disputed by the CCSC. Contractor shall provide invoices with the level of detail reasonably requested by the CCSC.

3.5 Taxes. Unless otherwise required by law, the CCSC is exempt from federal excise taxes, and will not make payment for any personal property taxes levied on Contractor or for any taxes levied on employee wages. The CCSC shall pay for only federal, state or local sales, service, use, or similar taxes imposed on the Services.

3.6 FTB/DMV Collection. The California Department of Motor Vehicles (DMV), and the California Franchise Tax Board (FTB) under its Tax Intercept Program, will sometimes collect the money due on an account that has been referred to the Contractor. The DMV and FTB will transmit these monies directly to the CCSC. Contractor will receive no compensation from those accounts where monies are collected by the DMV or the FTB; i.e., no fee will be paid to Contractor if the debt is paid through the DMV or collected by the FTB.

3.7 FTB Transfer Services. For FTB Transfer Services described in Section 1.3 of Exhibit A, Services, Contractor will invoice the CCSC, and will be compensated for collections performed by and received from the FTB, at rate identified in Exhibit B, Fee Schedule, net of the amount received from the FTB.

## **APPENDIX D GENERAL PROVISIONS**

### **1. TERM/TERMINATION**

1.1 Term. The term of this Agreement will commence upon the Effective Date and shall continue in full force and effect until December 31, 2018, unless earlier terminated in accordance with the termination provisions contained in this Agreement. The CCSC, in its sole discretion, will have the ability to renew this Agreement for up to three (3) additional successive one (1) year periods. If the CCSC elects to renew this Agreement, the CCSC may negotiate price adjustments applicable during the extension period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Agreement.

1.2 Termination for Convenience. The CCSC may terminate this Agreement, in whole or in part, for convenience upon written notice to Contractor specifying the extent of the termination and its effective date, provided that Contractor has at least thirty days' notice.

1.3 Termination for Cause.

a. The CCSC may, by written notice of breach to Contractor, terminate this Agreement, in whole or in part, effective upon notice, for cause. Termination may be made for cause if any of the representations or warranties set forth in Section 5 become untrue at any time during the term of this Agreement, or if Contractor fails or is unable to meet any of its duties under this Agreement, and such failure is not cured within thirty (30) days of written notice of such failure, or is not capable of cure. Whether or not any breach by Contractor is capable of cure, or is cured, is within the sole discretion of the CCSC.

1.4 CCSC's failure to perform any of its responsibilities under this Agreement will not be deemed to be grounds for termination of this Agreement by Contractor; provided, however, that Contractor's nonperformance of its obligations under the Agreement will be excused if and to the extent: (i) such Contractor nonperformance results from the CCSC's failure to perform its responsibilities; and (ii) Contractor provides the CCSC with reasonable notice of such nonperformance and uses commercially reasonable efforts to perform notwithstanding the CCSC's failure to perform.

### **2. CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES.**

2.1 At all times during the term of this Agreement, and in the performance of the Services;

a. Contractor shall observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting the Services and the operation of Contractor's business;

b. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable laws. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations.



c. Except where this Agreement specifically provides otherwise, Contractor is responsible for providing any and all facilities, assets, and resources (including personnel, facilities, equipment, and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations. Equipment, software licenses and third party service contracts to which access or use is being provided to Contractor will be provided on an "as is, where is" basis.

d. Contractor shall perform the Services with promptness and diligence, in a professional manner and will conform to the requirements of this Agreement. During the term of this Agreement, Contractor shall, at its sole cost and not as part of the charges for the Services, correct any non-conformity with the foregoing representation and warranty and will use best efforts to do so as expeditiously as possible.

## 2.2 Contractor represents and warrants:

a. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the CCSC with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement;

b. Contractor has full power and authority to enter into this Agreement.

c. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated herein have been duly authorized by all requisite corporate action.

d. The execution, delivery and performance of this Agreement will not constitute: (i) a violation of any judgment, order or decree; (ii) a material breach under any material contract by which it or any of its material assets are bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.

e. There is no claim, or any litigation, proceeding, arbitration, investigation or controversy pending to which Contractor, any Contractor affiliate, any or Contractor agent is a party, relating to the Services, and which would have an adverse effect on Contractor's ability to enter into this Agreement or to perform the Services and, to the best of Contractor's knowledge, no such claim, litigation, proceeding, arbitration, investigation or material controversy has been threatened or is contemplated.

f. Contractor will perform the Services and its responsibilities under this Agreement in a manner that (i) does not infringe, or constitute an infringement, misappropriation or violation of, any copyright or trade secret of any third party, and (ii) to the best of Contractor's knowledge, does not infringe any patent rights or trademarks of any third party.

g. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the CCSC and any CCSC.

h. Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the CCSC.

i. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

j. Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

k. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

l. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

m. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

2.3 The rights and remedies of the CCSC provided in this Section 5 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**3. PROVISIONS APPLICABLE TO CERTAIN AGREEMENTS. THE PROVISIONS IN THIS SECTION ARE APPLICABLE ONLY TO THE TYPES OF ORDERS SPECIFIED IN THE FIRST SENTENCE OF EACH SUBSECTION. IF THIS AGREEMENT IS NOT OF THE TYPE DESCRIBED IN THE FIRST SENTENCE OF A SUBSECTION, THEN THAT SUBSECTION DOES NOT APPLY TO THE AGREEMENT.**

3.1 Union Activities Restrictions. Contractor agrees that no funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

3.2 **Domestic Partners, Spouses, and Gender Discrimination.** If the Contract Amount is \$100,000 or more, this section is applicable. Contractor is in compliance with, and throughout the term of this Agreement will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

3.3 **Child Support Compliance Act.** If the Contract Amount is \$100,000 or more, this section is applicable. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

3.4 **Priority Hiring** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

3.5 **Iran Contracting Act.** If the Contract Amount is \$1,000,000 or more and Contractor did not provide to the CCSC an Iran Contracting Act certification as part of the solicitation process, this section is applicable. Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the CCSC to enter into this Agreement pursuant to PCC 2203(c).

3.6 **Antitrust Claims.** Contractor shall assign to the CCSC all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the CCSC. Such assignment shall be made and become effective at the time the CCSC tenders final payment to Contractor. If the CCSC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the CCSC any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the CCSC as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the CCSC shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the CCSC has not been injured thereby, or (b) the CCSC declines to file a court action for the cause of action.

3.7 **Good Standing.** Contractor is, and will remain for the term, qualified to do business and in good standing in California.

#### **4. RECORDS; CONFIDENTIALITY**

4.1 Data Security. Contractor shall establish and maintain safeguards against the destruction, loss or alteration of Client Data in the possession of Contractor. Contractor will ensure that only personnel and agents who require access to Client Data to perform the Services will have such access. Contractor will not transmit or otherwise send Client Data out of the United States nor will Contractor allow Client Data to be accessed from outside of the United States.

4.2 Ownership of Client Data. All Client Data provided by the CCSC is and will remain the property of the Court. The Court will have all right, title and interest, including worldwide ownership of trade secret rights, copyright and patents, in and to Client Data and all copies made from it. Except as set forth herein, without the Courts approval (in its sole discretion), Client Data shall not be (i) used by Contractor or its agents other than in connection with providing the Services, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor or its agents or (iii) commercially exploited by or on behalf of Contractor or its agents.

4.3 Correction of Errors. At Contractor's expense, Contractor shall promptly correct any errors or inaccuracies in the Client Data to the extent such errors or inaccuracies were caused by Contractor or its agents.

4.4 Confidentiality. Contractor will treat Client Data as confidential information that will be protected from unauthorized use and disclosure with at least the same degree of care, but no less than a reasonable degree of care that Contractor employs with respect to its own information of a similar nature. Contractor shall require that its employees, agents, and subcontractors comply with the confidentiality restrictions of this Agreement. Subject to the provisions of this Section 7, Contractor may disclose Client Data to its subcontractors and consultants as reasonably necessary for the performance of the Services, provided that such subcontractor or consultant has signed a reasonable nondisclosure agreement. In the event of unauthorized disclosure or loss of Client Data, Contractor shall immediately notify the CCSC in writing. The obligations in this Section 7 shall not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that Contractor give prompt notice to the CCSC of such order in such time as to permit the CCSC to participate in the response to any such order) and will not apply with respect to information that (1) is independently developed by Contractor without violating the CCSC's proprietary rights; (2) is or becomes publicly known (other than through unauthorized disclosure); (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (4) is already known by Contractor at the time of disclosure, as shown by the Contractor's written records, and Contractor has no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the effective date of the Agreement; (5) is rightfully received by the Contractor free of any obligation of confidentiality; or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the CCSC.

4.5 Breach of Security or Confidentiality. In the event Contractor discovers a breach or potential breach in security relating to Client Data or unauthorized possession, use or knowledge, or attempt thereof, of Client Data, Contractor shall immediately (1) notify the affected CCSC and furnish to the CCSC the details of the security breach or unauthorized possession, use or knowledge, or attempt thereof, of Client Data; (2) assist the CCSC in investigating, curing, or preventing the recurrence of any security breach or unauthorized possession, use or knowledge, or attempt thereof, of Client Data; (3) cooperate with the CCSC in any litigation and investigation against third parties deemed necessary by the CCSC to protect its rights; and (4) provide the affected CCSC with assurance satisfactory to that CCSC that such breach or potential breach will not recur.

4.6 Return of Client Data. From time to time and upon the CCSC's request, Contractor will return, in a form acceptable to the CCSC, or destroy Client Data.

## 5. STAFFING

5.1 Project Manager. Contractor shall appoint a project manager (the "Project Manager") who, from the Effective Date, shall serve as the primary Contractor representative and project manager under this Agreement. Any change in the Project Manager will be subject to the CCSC's prior written approval (such decision not to be unreasonably withheld). Contractor shall notify the CCSC of the proposed assignment, introduce the individual to appropriate CCSC representatives and provide the CCSC with a resume and other information about the individual reasonably requested. The Project Manager shall (1) have overall responsibility for managing and coordinating the performance of Contractor obligations under this Agreement including the performance of all Contractor agents, and (2) be authorized to act for and bind Contractor and Contractor agents in connection with all aspects of the Agreement. The Project Manager shall respond promptly and fully to all CCSC inquiries during the term of this Agreement. The Project Manager responsibilities shall include: (1) providing administrative, supervisory, and technical direction to project staff; (2) monitoring performance hereunder for accuracy, timeliness, efficiency as required by the provisions of this Agreement (3) adhering to the terms and conditions of this Agreement and (4) coordinating the resolution of issues and the implementation and enforcement of problem escalation procedures.

5.2 Key Personnel. Contractor shall confer with the CCSC to determine the appropriate levels of staffing for the Services to be provided by Contractor to the CCSC. Where individual employees are assigned primarily or exclusively to provide Services to the CCSC, such Court will have the right to approve the identities and seniority levels of such employees. Contractor will identify in this Agreement the lead collectors and/or information technology personnel (the "Key Personnel") assigned to this Agreement. The CCSC has the right to interview and approve proposed Key Personnel prior to their assignment. Contractor shall not replace or reassign any Key Personnel for twelve (12) months from the date of assignment, unless the CCSC consents to reassignment or replacement, or such Key Personnel (1) voluntarily resigns or takes a leave of absence from Contractor, (2) is dismissed by Contractor for misconduct (i.e., fraud, drug abuse, theft) or fails to comply with Contractor's conduct guidelines, (3) fails to perform his or her duties and responsibilities, (4) dies or is unable to work due to his or her disability, or (5) voluntarily requests reassignment for reasons of personal hardship (but specifically excluding career advancement and job satisfaction considerations). If Contractor needs to replace Key Personnel for any of the foregoing reasons, Contractor shall (1) notify the Court immediately, (2) provide resumes for proposed replacement Key Personnel within five (5) Business Days of occurrence of so notifying the CCSC, and (3) assume all costs and expenses associated with the transition of work to such replacement personnel, including any costs associated with familiarizing such replacement Key Personnel with the Services.

5.3 On-Site Staff.

Contractor is not required to perform services under this Agreement on-site at Court locations.

## 6. AUDITS

6.1 Services. Except with respect to records and supporting documentation subject to Section 9.2 below, upon reasonable prior notice from the CCSC, Contractor shall provide, and shall cause its agents to provide, the CCSC and any regulatory entity with reasonable access to records related to Contractor's performance of the Services and any reasonable assistance that they may require for the purpose of performing audits. In addition to the provisions of Section 9.3, if any audit by an auditor designated by the CCSC or a regulatory authority results in Contractor being notified that Contractor or its agents are not in compliance with this Agreement any applicable audit requirement or any applicable law, Contractor shall, and shall cause its agents to, promptly take actions to comply as directed by the CCSC.

6.2 Records. Upon the CCSC request, the CCSC or its designated representative has the right to audit and copy any records and supporting documentation pertaining to performance under this Agreement (excluding any cost information or internal financial audit reports except to the extent necessary to confirm the accuracy of payments made). Contractor shall maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated by applicable law. Contractor shall allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor shall include a similar right of the CCSC to audit records and interview staff in any subcontract related to performance of this Agreement. Any audit will be conducted during normal business hours upon reasonable advance written notice.

6.3 Overcharges. If, as a result of an audit hereunder, the CCSC determines that Contractor has overcharged the CCSC, it will notify Contractor of the amount of any overcharge and Contractor shall promptly pay to the CCSC the amount of such overcharge, plus interest, calculated from the date of receipt by Contractor of such overcharged amount until the date of payment to the CCSC.

In the event any such audit reveals an overcharge to the CCSC of five percent (5%) or more in the aggregate of the fees paid by the CCSC during any one year period (net of any undercharges in such year), Contractor shall, at the CCSC's option, issue to the CCSC a credit against the fees, or reimburse the CCSC, in an amount equal to the cost of such audit.

6.4 Audit Results. Contractor shall make available promptly to the CCSC the results of a review or audit conducted by Contractor, its agents, or their respective contractors, agents or representatives (including internal and external auditors), relating to Contractor's operating practices and procedures to the extent relevant to the Services or the CCSC.

## **7. TRANSITION SERVICES**

7.1 Upon expiration or termination of this Agreement, Contractor shall provide to the CCSC proof of destruction of hard copy information of accounts transferred to Contractor for collection; all electronic account information must be deleted from Contractor's computer systems, including backup copies. In addition, Contractor shall send a letter to all accounts notifying them that Contractor will no longer be handling the account.

7.2 Contractor shall continue to forward all payments received by it to the appropriate CCSC. If Contractor forwards payment to the CCSC within 60 days of expiration or termination of this Agreement, the CCSC will pay Contractor the fee identified in the Exhibit B, Fee Schedule. If the

Contractor forwards payment to the CCSC after 60 days of expiration or termination of the Agreement or Participation Agreement, the Contractor will no longer be due, nor will the CCSC pay a fee.

7.3 A CCSC may request Contractor to transfer accounts to a new Contractor in a format described by that CCSC. The CCSC has the right to withhold Contractor's last payment until accounts have been transferred in a format acceptable to the CCSC.

## **8. INDEMNITIES; LIMITATION OF LIABILITY**

8.1 General Indemnity. Contractor shall indemnify, defend, and save harmless the CCSC, and their respective officers, agents and employees from and against any and all losses, costs, including reasonable attorneys' fees, liabilities, damages, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all claims that arise out or are connected or related to the Services, Contractor's obligations under this Agreement, and a breach of Contractor's representation and warranties under this Agreement. The CCSC will notify Contractor in writing within thirty (30) days of the CCSC's first knowledge of such claim.

8.2 Intellectual Property Indemnity. Contractor shall indemnify, defend, and save harmless CCSC, and their respective officers, agents and employees from and against any and all losses, costs, including reasonable attorneys' fees, liabilities, damages, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims which arise out of any actual or alleged infringement or misappropriation of any patent, trade secret, copyright or other proprietary rights by (including use of) the software, systems, or other subject matter provided by Contractor or Contractor's agents to the agents under this Agreement (collectively, the "Covered Items"). The CCSC will notify Contractor in writing within thirty (30) days of the CCSC's first knowledge of such claim.

If any Covered Items are held to, or the CCSC or Contractor believe they may, infringe any third party intellectual property rights, then Contractor shall at the CCSC's request (including their respective subcontractors) the right to continue to use such Covered Items as provided in this Agreement; or (2) replace or modify such Covered Items so as to make them no infringing, provided that the replacement materials or modified Covered Items provide functionality substantially the same as the unmodified Covered Items. Contractor shall have no liability for any claim of infringement under this Section 10 to the extent based on (i) the use of a superseded or altered release of any Covered Items by the CCSC if the infringement could have been avoided by the use of the current unaltered release of such Covered Items that Contractor provided to the CCSC and the CCSC had agreed in advance to install; (ii) the use of such Covered Items by the CCSC other than in accordance with their specifications as delivered in writing in advance to the CCSC by Contractor, (iii) use of information or materials not provided by Contractor with the Covered Items (unless such information or materials were approved by Contractor or the Covered Items were intended to be used with such information or materials), if the infringement could have been avoided by the use of the Covered Items alone; or (iv) Covered Items necessarily created to meet CCSC-designed specifications, without the use of the Contractor's judgment.

8.3 In no event will the CCSC be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages whether in an action in contract or tort (including negligence and strict liability), including without limitation lost data, profits, and revenues, even if advised of the possibility of such damages.

8.4 In no event will the CCSC aggregate liability for direct damages to contractor arising out of or related to this Agreement for any cause whatsoever, and regardless of the form of action, whether in contract or in tort (including negligence and strict liability), exceed the amounts payable hereunder in the twelve months prior to the date the cause of action arose.

8.5 The limitations of liability contained in this section reflect a deliberate and bargained for allocation of risks between the parties and are intended to be independent of any exclusive remedies available under this Agreement, including any failure of such remedies to achieve their essential purpose.

## 9. INSURANCE

9.1 General Insurance Requirements. Contractor shall obtain and maintain the minimum insurance set forth in this Section 12 below. By requiring such minimum insurance, the CCSC will be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy will be written on an "occurrence" form. Each insurer must be reputable and financially responsible insurance carriers, with a Best's minimum rating of "A+" (or any future equivalent").

9.2 Minimum Scope & Limits of Coverage. Contractor shall maintain the following minimum coverage:

- a. Workers' Compensation at statutory requirements of the state of residency;
- b. Employers' Liability with minimum limits of \$1,000,000.00 for each accident/each employee covering all employees;
- c. Commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate where applicable;
- d. Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, including owned and non-owned and hired automobile coverage, as applicable;
- e. Commercial Crime Insurance with minimum fidelity limits of \$1,000,000.00 per claim, minimum forgery limits of \$1,000,000.00 per claim, and minimum theft limits of \$1,000,000.00 per claim; and
- f. Errors and Omissions Liability insurance appropriate to the Contractor's profession. Coverage shall be for a professional error, act or omission arising out of the Services with limits not less than \$1,000,000 each claim/\$2,000,000 aggregate.

9.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CCSC. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to CCSC and will be the sole responsibility of Contractor.



9.4 Endorsements; Additional Insureds. All insurance that Contractor is required to carry under this Agreement shall

a. with respect to commercial general liability and commercial criminal insurance, be endorsed to name the CCSC and any CCSC as additional named insureds; and

b. require the insurer to provide at last thirty (30) days prior written notice to the CCSC and any CCSC of cancellation.

9.5 To the extent of Contractor's negligence or misconduct, Contractor's insurance coverage will be primary insurance with respect to the CCSC, a CCSC, and their respective officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the CCSC or a CCSC, and their respective officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way.

9.6 Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

9.7 Contractor will provide the CCSC, with certificates of insurance satisfactory to the CCSC, evidencing all required coverage before Contractor performs any Services, and provide complete copies of each policy upon request. Contractor shall also furnish separate certificates of insurance for each subcontractor. Insurance coverage provided any subcontractors as evidence of compliance with the insurance requirements of this Section 12 shall be subject to all of the requirements stated herein except for professional errors and omissions liability insurance.

9.8 Waiver of Subrogation. Contractor and its insurance carrier waive any and all rights of subrogation against the CCSC. This waiver will be reflected on the Certificate of Insurance provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify the CCSC for all costs and liability caused by Contractor's breach.

## **10. DISPUTE RESOLUTION**

The Parties shall attempt in good faith to resolve potential disputes informally and promptly. If a dispute persists, either Party may submit a written demand to the other Party at the earliest practicable time that the dispute is identified (the "Demand"). The Demand will: (i) be fully supported by detailed factual information; (ii) state the specific provisions on which the Demand is based; and (iii) if the Demand involves a cost adjustment, state the exact amount of the cost adjustment accompanied by all records supporting the Demand. The Demand shall include a written statement signed by an authorized person indicating that the Demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the adjustment for which the submitting Party believes the other Party is responsible. To assist the other Party in its review of the Demand, the submitting Party shall comply with reasonable requests for additional information. The receiving Party shall provide a written response to the submitting Party's Demand stating a decision as to whether the receiving Party accepts or rejects the Demand. Failure by the receiving Party to provide such a response shall be deemed a decision by the receiving Party constituting a rejection of the Demand.

## 11. MISCELLANEOUS

11.1 Entire Agreement. This Agreement and its Exhibit(s) constitute the entire understanding between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not included in this Agreement, and no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

11.2 Amendment. No addition to or alteration of the terms of this Agreement will be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by the governing bodies of each of the parties to this Agreement.

11.3 Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday or holiday, such payment shall be made or act performed on the next succeeding business day.

11.4 Headings. The Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

11.5 Survival. Provisions that will survive any termination or expiration of this Agreement include, but are not limited to, those provisions relating to Indemnity, Limitation of Liability, Insurance, Representations and Warranties, and Audit Rights.

11.6 Further Assurances. Each Party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this Agreement.

11.7 Time of Performance. Time is of the essence in the performance of each of the provisions of this Agreement.

11.8 Assignment. The Agreement will not be assignable by either Party in whole or in part (whether by operation of law or otherwise) without the written consent of the other Party; provided that the CCSC may, without the Contractor's consent, assign this Agreement or any of its rights or delegate any of its duties under this Agreement to any state or local government entity or agency in California. Any assignment made in contravention of the foregoing will be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

11.9 Notices. Any notices required or permitted by this Agreement will be in writing and may (a) be personally delivered; (b) be mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) be sent by reputable overnight delivery service; addressed as follows or to such other place as each Party may designate by subsequent written notice to the other Party:

If to CCSC;            Fae Le  
Senior Financial Services Manager

725 Court Street  
Martinez, CA 94553

If to Contractor: AllianceOne Receivables Management, Inc.  
4850 Street Road, Suite 300  
Attn: Harry Neerenberg, CFO

Either Party may change its address for notification purposes by giving the other Party written notice of the new address in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) Business Days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

11.10 Waiver. Any waiver by either Party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.

11.11 Counsel and Drafting. Each Party, by its due execution of this Agreement, represents to the other Party that it has reviewed each term of this Agreement with their counsel, or has had the opportunity for such review with their counsel. No Party will deny the validity of this Agreement on the ground that such Party did not have the advice of counsel. Each Party has had the opportunity to participate in drafting and preparation of this Agreement. The provisions and terms of this Agreement will be interpreted in accordance with the plain meaning thereof, and will not be construed in favor or against either Party.

11.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.

11.13 Severability. In the event any provision of this Agreement is held by a court of competent jurisdiction or arbitration to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

11.14 Governing Law. The Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions and Contractor hereby irrevocably submits to the exclusive jurisdiction of the state and federal district courts located in San Francisco, California in any legal action concerning or relating to this Agreement.

11.15 Independent Contractor. Contractor shall perform this Agreement as an independent Contractor, exercising due care and providing the Services with such skill that is customary for providers of such Services. Contractor and the officers, agents and employees of Contractor are not, and will not be deemed, employees of the CCSC for any purpose, including workers' compensation, and will not be entitled to any of the benefits accorded to employees of the CCSC. Contractor shall determine, at its own risk and expense, the method and manner by which the duties imposed on Contractor in general by this Agreement will be performed; provided, however, that the CCSC may monitor the work performed. The CCSC will neither deduct nor withhold any amounts whatsoever from the reimbursement paid to Contractor, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. Contractor alone shall be responsible for all such payments.

11.16 Order of Precedence. In the event of a conflict between this Agreement and the terms of any of the Exhibits, the terms of the Agreement will prevail.

11.17 Consents and Approvals. All consents and approvals to be given by either Party under this Agreement will not be unreasonably withheld or delayed, and such consents and approvals will not be construed as relieving a Party of its obligations or as a waiver of its rights under this Agreement.

11.18 Survival. Termination of this Agreement does not affect the rights and/or obligations of the Parties that arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations shall survive any such expiration or termination. Terms which survive any termination or expiration of this Agreement include, but are not limited to, data security and confidentiality indemnity, warranties, infringement indemnity, audit rights, and assignment.

11.19 Publicity. Unless otherwise exempted, news releases and other public disclosures pertaining to this Agreement will not be made without prior written approval of the CCSC's Business Services Manager. Third Party Beneficiaries. Except as otherwise provided by this Agreement with respect to the CCSC and their agents, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

11.20 Further Assurances. Each party hereto agrees to cooperate with the other, and to execute and deliver or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time to effectuate the provisions and purposes of this Agreement.

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

CONTRACTOR:  
AllianceOne Receivables Management Inc.

Superior Court of California  
County of Contra Costa

By: Harry Neer  
Name: Harry Neer  
Title: CFD  
Date: 6/30/15

By: Steven Austin  
Name: Hon. Steven Austin  
Title: Presiding Judge  
Date: June 29, 2015

**EXHIBIT A  
STATEMENT OF WORK**

**1. Statement Of Work**

**1.1 Required Account Services**

Any Proposer selected by the CCSC (“Contractor”) will be required to provide collection services for Accounts due and payable from members of the public to the CCSC, including but not limited to the following:

- (a) Fees, fines, forfeitures, penalties, and assessments arising from infractions, misdemeanor, felony, and traffic proceedings or actions;
- (b) Criminal justice related fees, reimbursements, and other legally enforceable debts;
- (c) Civil, family law, and juvenile law fees, including filing fees;
- (d) Probation, guardianship, conservatorships, and public defender fees;
- (e) Sanctions imposed by the CCSC;
- (f) Direct restitution to victim ordered pursuant to California Penal Code section 1202.4 (a) 1;
- (g) Victim restitution fund fines ordered pursuant to California Penal Code section 1202.4 (b) 1;
- (h) Reimbursements owed or as ordered by a court pursuant to California Family Code section 3150 et seq.;
- (i) Reimbursement owed to the California Supreme Court for overcharges for representation of indigent defendants in death penalty cases;
- (j) Fees, penalties, fines, or reimbursements owed to the California State Bar pursuant to California Rule of Court, rule 9.10(g), and California Business and Professions Code sections 6086.1 O(a) and 6140.S(a); and
- (k) Any other legally enforceable debt owed to CCSC has a right to collect.

**1.2 Contractor will, in the collection of Accounts:**

- (a) Employ skip tracing and other standard collection techniques to locate debtors, including the capability to: (1) communicate in Spanish (or other languages, as needed), both orally and in written form; and (2) pursue debtors residing within the boundaries of the United States, including military bases and tribal lands;

- (b) Report outstanding receivables on behalf of the CCSC to a nationally available credit history reporting database (credit bureau) approved by the CCSC; there shall be no additional fee for this service;
- (c) Transfer funds electronically, and be able to receive Accounts on a daily basis, Monday through Friday, except days which are not business days for the relevant CCSC;
- (d) If requested by CCSC, provide staff, including bilingual individuals, and necessary equipment, at public counter areas to assist the public (e.g. accept payments, answer questions, set-up payment arrangements, etc.) during all hours the CCSC is open to the public;
- (e) Provide various and multiple reports in an electronic or hardcopy format on a daily, weekly, and/or monthly basis, as requested by the CCSC;
- (f) Comply to the extent possible with the reporting requirements set forth in Penal Code section 1463.010, as required by the Judicial Council/CCSC, and any future reporting requirements resulting from legislation or regulation;
- (g) Adjust the receivable record within two (2) business days of any information transferred by the CCSC;
- (h) Remit the entire gross amount of all receivables collected to the CCSC preferably in electronic format on a daily, weekly or monthly basis at the discretion of the CCSC, together with supporting documentation;
- (i) Ensure that all data it receives from, processes, or transmits to any CCSC is not stored, accessed from, or transmitted outside the United States;
- (j) Contractor will be responsible for all start-up and on-going operational costs, including all cost associated with the transfer of paper records to electronic data;
- (k) Contractor will provide computer terminals or dial-up or internet access for access to its system, and all necessary phones and related equipment, at its own cost and expense, including phone charges and supplies, and will provide all additional equipment necessary for the conduct of its business except that equipment specifically provided by the CCSC; and
- (l) Contractor will provide fully functional on-line inquiry capability into its collection system to designated CCSC staff at any requested CCSC's location
- (m) If requested by CCSC, Contractor will provide a list of old cases (infraction cases older than 5 years and misdemeanor cases older than 10 years) annually, or as specified by the CCSC. The CCSC may request a list of cases, but only the collecting entity can review these cases and determine eligibility for discharge under Government Code section 25257-25259.95. The CCSC may recall eligible cases from the Contractor or instruct Contractor to transfer select cases to the FTB-COD and/or FTB-IIC program for additional collection efforts. The Discharge from Accountability Report sample attached hereto in Appendix A-1.

### **1.3 FTB Transfer Services (At Option of CCSC)**

A CCSC may request Contractor to transfer any or all accounts, including accounts transferred to Contractor for collection, to the FTB for further collection efforts in a format described by that CCSC. Upon such a referral to the FTB, Contractor will cease all collection work on the account, but will remain responsible for canceling and adjusting all accounts, as appropriate and answering inquiries related to the FTB from debtors. If the CCSC selects these optional services, the Contractor will be responsible for all programming costs associated with the identification, transfer, and separate reporting of accounts referred to the FTB.

### **1.4 Credit Reporting**

Contractor will be able to report outstanding receivable on behalf of the CCSC to the three nationally available credit history reporting databases (credit bureaus). There will be no additional fee for this service.

### **1.5 Account Recall**

The CCSC may recall an Account transferred for collection without a charge or penalty imposed, if during the past six (6) months no payments have been received, no new payment has been agreed to by the debtor, and no adjustments have been made by the Court. Recall of other Accounts will be on the terms and conditions agreed by the parties in the Agreement. The CCSC shall prescribe the criteria and procedures for returning uncollected Accounts.

### **1.6 Indemnification.**

Contractor shall indemnify and save harm less Court and its respective judges, subordinate judicial officers, officers, agents and employees from and against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property resulting directly or indirectly from Contractors performance of this Agreement. Including, but not limited to, the use of Contractor's facilities or equipment provided by Court or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Court, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Court and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee.

### **1.7 Reporting Requirements**

- (a) Contractor shall comply with the then-current reporting requirements set forth in Penal Code Section 1463.010, any other applicable state law or regulation, and as specified by the Judicial Council/ CCSC.
- (b) Unless otherwise set forth by a CCSC in its Agreement, Contractor will provide the reports described in this Section 1.5 to CCSC, in the form attached hereto as

Appendix A-1, and will agree to provide any additional reports required by the CCSC. At the CCSC's option, the reports may be electronically transferred or provided in hardcopy format.

- (c) Unless otherwise indicated, all information must be reported by category with subtotals per category and a grand total. Whenever debtors' names are displayed, they will be displayed last name first.
- (d) The Contractor will provide sample reports to the CCSC for approval prior to implementation and as changes are made during the term of the Agreement.

Reporting Requirements. Notwithstanding the required reports and schedule of reports set forth in Exhibit A, Statement of Work, the parties hereto agree that Contractor will provide reports on the following schedule:

- Acknowledgement report within two (2) business days
- Inventory report upon request including inventory of previous contractor cases referred
- Remittance report weekly
- Cancel and return report monthly
- History report upon request
- Daily fax or email of any account that has been paid-in-full by cash transaction
- Report of collections for cases from previous contractor
- Aging report for cases from previous contractor

Contractor will provide additional reports upon request by the Court.

#### **1.7.1 Acknowledgment Report**

Contractor shall supply an account payment history for each Account on the CCSC's request. An account payment history shall include the following:

- (a) Debtor's name and case number.
- (b) The amount of bail and/or fine referred, the amount applied to the bail and/or fine and any balance remaining.
- (c) The amount of civil assessment added (separate from the bail and/or fine), the amount applied to the civil assessment and any balance remaining.
- (d) A chronological list of payments.

#### **1.7.2 Acknowledgment Report**

Upon request, Contractor will provide a complete list to the CCSC of all Accounts by account category each time the CCSC refers Accounts to it. The report will be provided within two business days following the date the Contractor can access the referrals, and will list as applicable: 1)



debtor's name; 2) case number; 3) appearance date or fine due date; 4) amount of bail, fine, or debt referred; 5) total item count; and 6) total bail, fine, or debt amount referred.

### **1.7.3 Daily Payment Transmittal Report**

Upon request, Contractor will provide the CCSC a daily payment information report, on the next business day, reflecting the prior day's payments. The daily payment transmittal report will include a listing of every account upon which a payment has been made, and for each such account, where applicable: 1) debtor's name; 2) case number; 3) balance owed; 4) previous amount paid; 5) amount of current payment; 6) total paid; and 7) balance due. The daily payment transmittal report will also indicate how the current payment was distributed; e.g., amount applied to bail and/or fine, amount applied to civil assessment. The last line will be the total of all amounts in each column. The daily payment transmittal report will be sorted first by account category, then alphabetically, beginning with the debtor's last name.

### **1.7.4 Daily Adjustment Report**

Upon request, on the business day following the processing of any adjustment on any Account, Contractor will provide the CCSC with a daily report of each Account where an adjustment has been made to any previously applied payment or amount referred or owed. In addition, the report will summarize each day's adjustment reasons by category of "Cash" or "Non-Cash". Examples of adjustment reasons in each category are listed below (a CCSC may add other adjustment reasons or categories in the future).

- (a) Cash-related Adjustment Reasons include:
  - Returned Check
  - Misapplied Payment
  - Overpayment
  
- (b) Non-Cash-related Adjustment reasons include:
  - Referred in Error by the CCSC
  - Incorrect Amount Referred
  - Payment collected by the CCSC
  - Reduced by lawful court order
  - Increased by lawful court order
  - Assigned to Public Work Service

The daily adjustment report will include the following information, as applicable: 1) Debtor's name (sorted by last name); 2) case number; 3) adjustment reason code (2 or 3 characters); 4) original bail, fine, or debt amount referred or owed; 5) new bail, fine, or debt amount owed; 6) type of change (increase or decrease); 7) original civil assessment owed; and 8) the new civil assessment owed. The report will contain an adjustment reason code legend.

### **1.7.5 Summary of Account Activity Report**

Within five (5) business days after the end of each calendar month, Contractor will provide CCSC a summary of Account activity for that month. The report will display all information by group with subtotals for each group and a grand total.

#### **1.7.6 Agency Activity Report**

Within five (5) business days after the end of each calendar month, or unless otherwise agreed in writing, Contractor will provide the CCSC a summary of the activity performed by Contractor on the CCSC's Accounts. The information contained on the report may be used to measure performance goals and compliance with any performance standards established by the CCSC or as approved by the Judicial Council.

#### **1.7.7 Collection Analysis Report**

Within five (5) business days after the end of each calendar month, or unless otherwise agreed in writing, Contractor will provide a summary of collections for the month and include referrals in numbers and dollar value, gross collections in dollars and percentages matched against the month the account was placed, non-cash adjustments and commission expense in dollars and percentages, and Accounts remaining.

#### **1.7.8 Account Status Report**

Within five (5) business days of the end of each calendar month, Contractor will provide the CCSC a complete listing of all such CCSC's Accounts, by location, currently held by the Contractor. The report shall be on disc or other electronic media that does not require the Contractor or the CCSC to produce a hard copy report. The account status report will include, as applicable, 1) the debtor's name; 2) case number; 3) referral; 4) beginning balance; 5) total payments and adjustments; and 6) the current balance. The account status report will be sorted alphabetically by debtor's last name.

#### **1.7.9 Contractor Computer Systems**

(a) Contractor's computer system will be capable of interfacing, and will interface its computer system, with the CCSC's existing criminal, traffic, minor offense and/or CCSC's accounting systems.

(b) Contractor's computer system must also be capable of interfacing, and will interface its computer system, with the CCSC's planned replacement for its case management or accounting systems. As such, it must, at a minimum, be capable of processing a standard formatted file with the following information:

- i) Case number
- ii) Debtor name, address, phone number & demographics
- iii) Account type and status
- iv) Case balance
- v) Next payment

#### **1.8 Transition Services**

The CCSC may request Contractor to transfer accounts to a new Contractor in a format described by the CCSC. The CCSC shall have the right to withhold Contractor's last payment until accounts have been transferred in a format acceptable to the CCSC. Upon expiration or termination of a Agreement Contractor will:

- (a) destroy all hard copy account information of the affected CCSC;
- (b) delete all electronic account information from its computer systems, including backup copies;
- (c) send a letter to all Accounts notifying them that Contractor will no longer be handling the Account;
- (d) Contractor will continue to forward all payments sent to it by any Account to the CCSC. If payment is forwarded to the CCSC within 60 calendar days of expiration or termination of the Agreement or Participation Agreement, the CCSC will pay Contractor the fee identified in the Agreement. If the Contractor forwards payment to the CCSC after 60 calendar days of expiration or termination of the Agreement or Participation Agreement, the Contractor will no longer be due, nor will the CCSC pay, a fee.

## **1.9 Pricing Structure**

**1.9.1** Contractor will accept all Accounts referred by a CCSC on a contingency fee basis, understanding that compensation will be paid only from those monies collected by the Contractor and allocated as noted below.

**1.9.2** Except for services described in Section 1.3, for which Contractor will propose a separate fee structure, Contractor's sole payment for all of the services set out in this Exhibit A, including any required equipment, staff, or work necessary to enable Contractor to perform or a CCSC to receive the services, will be the percentage commission set out in Exhibit B, Fee Schedule.

**1.9.3** For victim restitution fines, Contractor's fee will be limited to the 10% administration fee allowed by Penal Code section 1202.4(a) and if authorized by a resolution by a county Board of Supervisors. For direct restitution to victim, Contractor's fee is limited to an administrative fee of up to 15% of total amount ordered, as allowed by Penal Code section 1203.1 (1). Contractor will not be entitled to invoice a CCSC for these fees until the victim's restitution has been paid in full.

**1.9.4** For the optional services described in Section 1.3, Contractor will invoice the CCSC, and will be compensated for collections performed by and received from FTB, at the rate identified in Exhibit B, Fee Schedule, which will be calculated on the amount received from the FTB net of FTB's commission.

**1.9.5** Contractor understands that the California Department of Motor Vehicles (OMV), and the California Franchise Tax Board (FTB) under its Tax Intercept Program, will sometimes collect the money due on an Account that has been referred to the Contractor. The OMV and FTB will transmit these monies directly to the Court or County. Absent a specific agreement with the CCSC,

Agreement No 17\_FS\_SA\_1518\_00 between Superior Court of California County of Contra Costa and AllianceOne Receivables Management Inc.

Contractor shall receive no compensation from those accounts where monies are collected by the OMV or the FTB; i.e., no fee will be paid to Contractor if the debt is paid through the OMV or collected by the FTB.

APPENDIX A-1  
Report Samples

**Acknowledgement Report - [Category] - Date XXXXXX**

<b>Acknowledgement of Referrals Received</b>			
<b>Case Number</b>	<b>Last Name, First Name, MI</b>	<b>Appearance or Fine Due Date</b>	<b>Bail/Fine Amount</b>
<b>Total Item Count</b>			<b>Total Amount Referred</b>

**Daily Payment Transmittal Report - [Category] - Date XXXXXX**

Payment ID		Payment Application					Payment Distribution			
INAME Last, First MI	Case #	Bail/Fine Amount	Civil Assessment Amount	Comm. Expense	Payment Total	Amount Referred	Previous Amt. Paid	Payment Amount	Total Paid	Balance Due
<b>Total</b>		\$	\$	\$	\$	\$	\$	\$	\$	\$

**Daily Adjustment Report (Date)**

INAME Last, First MI	Case #	Adj. Code	Original Bail or Fine Amount	New Bail or Fine Amount	Change (+/-)	Original Civil Assessment Amount	New Civil Assessment Amount	Change (+/-)	Net Change (+/-)
			Total	Total	Calc	Total	Total	Calc	

**Summary of Account Activity**  
For the Period of \_\_\_\_\_

<b>Account Category: Group ID</b>	<b>No. of Accounts</b>	<b>Bail or Fine</b>	<b>Assessment</b>	<b>TOTAL</b>
Beginning Balance (+)				
Accounts Transferred to Contractor (+)				
Accounts Paid in Full (-)				
Accounts satisfied by Adjustments (-)				
Accounts returned as uncollectable (-)				
Ending Balance				
Accounts with Partial Payments				
Accounts with Partial Adjustments				
<b>SUBTOTAL</b>				
Repeat for Each Category				
<b>TOTAL</b>				

### Collection Analysis Report For the Period of \_\_\_\_\_

CASES AND AMOUNT REFERRED FOR CIVIL ASSESSMENT					COLLECTIONS						TOTAL COLLECTIONS (Including Non-Cash)			ACCOUNTS REMAINING	
Month/Yr. of Ref	# of Accts Ref	Bail/Fine Amt. Ref	Civil Assessment Added	Total Amt. Ref	Collections Current Month	Bail/Fine Paid to Date	Civil Assessment Paid to Date	Total Paid to Date	Total Paid as % of Referrals	Cost	Non-Cash Adj.'s	Total Deducted from Amt. Ref (Paid + Adj.'s)	Total Deducted as a % of Referrals	Number of Remain Accts	Dollar Value of Remain Accts
<b>FY Total</b>															
<b>Cum. Total</b>															

Bail/Fine received during the Month: \_\_\_\_\_

Civil Assessment received during the Month: \_\_\_\_\_

Commission earned during the Month: \_\_\_\_\_

Total collected during the month \_\_\_\_\_



**REPORT SAMPLE**

**Discharge from Accountability  
Government Code section 25259 and 25259.95**

	<b>Case Name</b>	<b>Case Number</b>	<b>Amount Owning</b>	<b>Amount to be Discharged</b>	<b>Case Type:</b>	<b>No. Years Since Debt Became Delinquent</b>	<b>Reason for Discharge</b>
1			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
2			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
3			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
4			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
5			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
6			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
7			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
8			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
9			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
10			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
11			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
12			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
13			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
14			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
15			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
16			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
17			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
18			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
19			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
20			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
21			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
22			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
23			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
24			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
25			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:

26		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
27		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
28		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
29		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
30		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
31		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
32		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
33		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
34		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
35		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
36		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
37		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
38		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
39		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
40		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
41		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
42		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
43		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
44		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
45		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
46		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
47		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
48		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
49		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
50		\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
	<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>			

\*This report is provided only a sample of the information required under Government Code section 25259 and 25259.9.

**EXHIBIT B  
FEE SCHEDULE**

Newly Delinquent = Accounts not fully paid 30 days past its stated due date, or on which an installment payment has not been paid 30 days past its stated due date.

Up to 1 year (2 years, etc.) = Accounts that remain with an outstanding balance 360 days (or 720, etc.) following the determination of delinquency.

*Collection services without on-site staff provided by Contractor*

Commission Fees: Fees, fines, forfeitures, penalties, and assessments arising from infractions, misdemeanor, felony, and traffic proceedings or actions						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Criminal justice related fees, reimbursements, and other legally enforceable debts						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Civil, family law, and juvenile law fees, including filing fees						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Probation, guardianship, conservatorships, and public defender fees						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Sanctions imposed by CCSC						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Direct restitution to victim ordered pursuant to California Penal Code section 1202.4						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
15%	15%	15%	15%	15%	15%	15%

Commission Fees: Victim restitution fines ordered pursuant to California Penal Code section 1202.4						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
10%	10%	10%	10%	10%	10%	10%

Commission Fees: Reimbursements owed or as ordered by a court pursuant to California Family Code section 3150 et seq.						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Reimbursements owed to the California Supreme Court for overcharges for representation of indigent defendants in death penalty cases						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Fees, penalties, fines, or reimbursements owed to the California State Bar pursuant to California Rule of Court, Rule 9.10(g), and California Business and Professions Code Sections 6806.10(a) and 6140.5(a)						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

<b>Commission Fees: Any other legally enforceable debt owed to CCSC which it has a right to collect</b>						
<b>Newly Delinquent</b>	<b>Up to 1 year old</b>	<b>1 to 2 years old</b>	<b>2 to 3 years old</b>	<b>3 to 4 years old</b>	<b>4 to 5 years old</b>	<b>Over 5 years old</b>
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Non-delinquent cases shall be charged at 9.9% commission fee

Victim Restitution Fine - Commission Fee set at 10% (see Section 1.10.3 of Exhibit A)

Direct Restitution to Victim - Commission Fee set at 15% (see Section 1.10.3 of Exhibit A)

Fee for FTB transfer services as described in Section 1.3, FTB Transfer Services, of Exhibit A 50% of Commission Fee of net collected by FTB



**Superior Court of California  
County of Contra Costa**

**Amendment No. 1 to Agreement between the  
Superior Court of California, County of Contra Costa**

**and**

**AllianceOne Receivables Management Inc.**

This Amendment in the County of Contra Costa, State of California, by and between: **AllianceOne Receivables Management Inc.** hereinafter referred to as "**Contractor**" and the Superior Court of California, County of **Contra Costa**, an entity of the State of California, hereinafter referred to as "**Court.**"

**RECITALS**

1. The Court entered in to an agreement bearing number Contract No.: **17\_FS\_SA\_1518\_00** ("Agreement") for contract amount of not-to-exceed \$ **3,300,000.00** for contract period of performance of June 29, 2015 to December 31, 2018.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Court, agrees to amend the Agreement as follows:

1. The purpose of this Amendment is to: 1) Decide the Contract Amount for Fiscal Year 2016 -17 without changing any other terms of the Contract.
2. This Amendment becomes effective upon signature by both parties.
3. All capitalized terms not defined in this Amendment have the meanings given to them in the Agreement referenced above.
4. In accordance with Paragraph 3 on Page 1 of the Agreement the Court and Contractor decide the Contract Amount for Fiscal Year 2016 -17 to be \$ 3,380,300.00 without changing any other terms of the contract. This makes the Contract Amount for the Agreement \$ 6,680,300.00.

EXCEPT AS PROVIDED HEREIN, all the terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

**SIGNATURES**

<b>Court: Superior Court of California, County of Contra Costa</b>	<b>Contractor: AllianceOne Receivables Management Inc.</b>
Name: Steven Austin	Name: <i>Harry Neerenberg</i>
Title: Hon. Presiding Judge	Title: <i>CFO</i>
Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>
Date: <i>7/21/16</i>	Date: <i>7/25/16</i>

*SM*

AGREEMENT NUMBER <b>C1600095</b>
REGISTRATION NUMBER

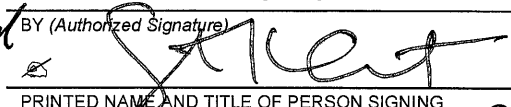

- This Agreement is entered into between the State Agency and the Contractor named below:  

STATE AGENCY'S NAME	Franchise Tax Board
CONTRACTOR'S NAME	<b>Contra Costa County Superior Court</b>
- The term of this Agreement is: January 1, 2017 or date of approval, whichever is later, through December 31, 2019
- The maximum amount of this Agreement is: FTB will charge an Administration Fee in accordance with the governing R & TC (19280-19283) as amended by subsequent legislation
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* –Terms and Conditions ( <a href="http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx">http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx</a> )	GTC610
Exhibit D - Special Terms and Conditions	1 page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Contra Costa County Superior Court</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>10/19/16</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>HON. STEVEN AUSTIN, PRESIDING JUDGE</b>		
ADDRESS P.O. Box 431, Martinez, CA 94553		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Franchise Tax Board		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>10/25/16</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michael A. Banelos, Procurement and Contracting Officer or Designee</b>		
ADDRESS P.O. Box 2086, Rancho Cordova, CA 95741-2086		
		<input checked="" type="checkbox"/> Exempt per: SCM 1-4.04.A.2.

**EXHIBIT A**

**SCOPE OF WORK**

**Purpose**

This Agreement is entered in between the Franchise Tax Board's Court-Ordered Debt Collections Program, herein after referred to as "FTB-COD" and Contra Costa County Superior Court, herein after referred to as "Court/Client" for the purpose of the collection of unpaid court ordered fines, forfeitures and penalties by the Franchise Tax Board.

**Legal Authority**

This Agreement is authorized under the provisions of Revenue and Taxation Code Sections 19280 through 19283 and the Penal Code Sections 1463.010 through 1463.012.

**Duration**

1. **Term:** The Agreement will be from January 1, 2017 or date of approval, whichever is later, and will be in effect until December 31, 2019.
2. **Amendments:** This Agreement may be amended by FTB-COD in writing. No alteration or variation of the terms of this Agreement shall be valid by Court/Client unless made in writing and signed by the parties hereto. Should an Agreement change be necessary the current Agreement terms will remain in effect until a new Agreement is signed by all parties.
3. **Cancellation:** Either party may terminate this Agreement for any reason, upon thirty days (30) prior written notice. This Agreement may be terminated immediately, to be followed by written notice, by either party upon material breach by the other party of the terms of this Agreement.

**General Provisions**

The Contract Administrators for this Agreement shall be the following person:

**Franchise Tax Board**

FTB - Court-Ordered Debt Collections  
Carrie Deterding  
PO Box 1328  
Rancho Cordova, CA 95741-1328  
Phone: (916) 845-5326  
Email: [carrie.deterding@ftb.ca.gov](mailto:carrie.deterding@ftb.ca.gov)

**Contra Costa County Superior Court**

Fae Li  
725 Court Street, 4<sup>th</sup> Floor  
Martinez, CA 94553  
Phone: (925) 608-2531  
Email: [fli@contracosta.courts.ca.gov](mailto:fli@contracosta.courts.ca.gov)

Return two (2) signed Agreements to:

**Franchise Tax Board**

Procurement Bureau/Contracts  
Tracey Mollow  
P.O. Box 2086, Mailstop A-374  
Rancho Cordova, CA 95741-2086  
Phone: (916) 845-5193  
Email: [tracey.mollow@ftb.ca.gov](mailto:tracey.mollow@ftb.ca.gov)



**EXHIBIT A**

**SCOPE OF WORK (continued)**

**Definitions:**

1. "Delinquent Amount" is the amount of court-ordered fine, fee, state or local penalty, forfeiture restitution fine, failure to appear fine, restitution order, or combination thereof, which has not been paid 90 days after payment of the amount first becomes delinquent.
2. "Case" is a delinquent amount owed by a person or debtor, which has been referred by the Court/Client to FTB-COD for collection.
3. "Pro Rata Distribution": If the amount collected is not sufficient to satisfy the amounts referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). This is based on a percentage equal to the current balance of each case divided by the total balance of the account.
4. "Account" is the primary location of a debtor's case or cases from one or more Court/Client. Unique identification numbers are assigned by FTB-COD to each debtor that is assigned to our collection program.
5. "Administrative Fee": The cost for FTB-COD to administer the program pursuant to R&TC Section 19282.

## EXHIBIT A

**SCOPE OF WORK (continued)****Court/Client Responsibilities:**

1. **Account/Cases and Amounts Referred for Collection:** The Court/Client is responsible for referring accounts that comply with criteria and dollar amount minimums set forth in R & TC 19280-19283 and Penal Code 1463.010 - 1463.012. The amount referred by the Court/Client may include any interest, which accrued prior to the date of referral. The Court/Client may update the debt balance to include any additional accrued interest-through the FTB secure automated information exchange process.
2. **FTB-COD Reimbursement:** The Court/Client agrees to work cooperatively with FTB-COD to resolve erroneous payment/debtor refund issues. The Court/Client will be responsible for reimbursing FTB-COD when:
  - FTB-COD initiates the transmittal of funds to the Court/Client.
  - Debtor's check to FTB-COD has been identified as a "Bad Check", and such funds have been transmitted to Court/Client.
  - Credit card payments are charged back or reversed by debtor and such funds have been transmitted to the Court/Client.
  - FTB-COD erroneously collected money as a result of inaccurate case data provided by the court and sent the funds collected to the Court/Client.
3. **Case Balance Adjustments Made by the Court/Client:** Case adjustments to the amount of fees and fines imposed on a defendant/debtor for cases referred and accepted by the FTB-COD, which are the result of judicial review of the case or payments and/or credits received from the defendant/debtor, must be immediately communicated by the Court/Client to FTB-COD through the FTB secure automated information exchange process. Case balance adjustments made to cases referred to and accepted by the FTB-COD that are adjusted by the Court/Client, while subject to the FTB-COD collection procedures are not eligible for refund of administration fees if such adjustment resulted in over collection of the case balance.
4. **Court/Client Collection Activity Suspended:** With the exception of referring accounts to the FTB Interagency Intercept Collections Program, Court/Client will refrain from any and all collection activity, including referring said cases/accounts to another contractor for collection action, on any cases/accounts that have been referred to the FTB under this Agreement.
5. **Court/Client to Resolve Disputes with Debtor:** Cases referred to FTB-COD are deemed final, due and payable in full. Questions or disputes made by a debtor raised with FTB-COD regarding the accuracy of the debt will be referred back to the Court/Client for resolution. FTB-COD collection activity may, at FTB-COD's sole discretion, be suspended pending resolution of the issue.
6. **Information Exchange:** Case Information must be exchanged with FTB-COD through the FTB secure automated information exchange process. FTB will provide a schedule for weekly processing of client new referrals and case up dates to FTB, and updates back to the client. Specific case information exchanged is contained in the record layout and is used to manage the case collection process. The Court/Client agrees to follow the most currently prescribed record layout. The record layout and exchange process instructions can be found at: [http://www.ftb.ca.gov/online/Court\\_Ordered\\_Debt/record\\_layout.pdf](http://www.ftb.ca.gov/online/Court_Ordered_Debt/record_layout.pdf)

FTB-COD will provide an Action File through the FTB secure electronic information exchange process. Data on this file includes but is not limited to bills sent to the debtor, cases withdrawn, returned or rejected and sent back to the Court/Client. The Court/Client agrees to process the FTB-COD Action file and to update their case management system before submitting their next case information file.

**EXHIBIT A**

**SCOPE OF WORK (continued)**

**Court/Client Responsibilities:**

7. **Payment Notification:** The Court/Client will provide to the FTB-COD a weekly report of any payments received on referred accounts regardless of the payment source and location received/collected.
8. **Distribution of Money Collected:** The Court/Client is responsible for distributing amounts received under this Agreement pursuant to applicable law.
9. **Refunds and Administration Fees:** Cases referred to FTB-COD with inaccurate case data resulting in payments collected erroneously will be refunded to the affected parties by the Court/Client. The Court/Client agrees to refund the full amount of erroneously collected funds to include the administration fees if assessed by FTB-COD.
10. **Information to be made available:** The Court/Client will make available to the FTB-COD, for use in its collection efforts, all necessary information and the sources including enforcement remedies and capabilities available to the court.

## EXHIBIT A

**SCOPE OF WORK (continued)****FTB-COD Responsibilities**

1. **Collection and Support Services:** FTB-COD will determine the appropriate enforcement remedies and/or services to be utilized for the collection of amounts referred under this Agreement. To the extent authorized by Revenue and Taxation Code Section 19280, subdivision (d)(2), any enforcement remedies and capabilities available to the court shall apply without limitation to amounts referred under the provisions of Revenue and Taxation Code Sections 19280 - 19283 and this Agreement.

**Support Services:** FTB-COD provides the Court/Client with the following services:

- Telephone access for Court/Client liaisons, available Monday through Friday during typical business hours except observed state holidays
  - New and Refresher Client Service Training
  - Monthly Collections Report
  - On a weekly basis, FTB-COD is to provide the Court/Client a schedule of payments received and applied to the applicable accounts.
  - Updates on policies, procedures, and applicable business news through periodic communication notices via email
  - Conference calls for resolutions to issues that cannot be resolved through normal Client Liaison telephone contact
  - Call Center for debtors available Monday through Friday except observed state holidays.
  - In the event of a disaster, FTB-COD may not be able to fulfill the aforementioned services until such time FTB-COD can resume normal business operations.
  - Informational Website to include frequently asked questions and technical Updates:  
My Court-Ordered Debt Account - General Information
2. **FTB-COD Data Sources: Confidentiality of Debtor Information:** The Information Practice Act, Public Records Act, and Revenue and Taxation Code prohibit FTB-COD from disclosing personal debtor information secured by our collection efforts to our Court/Clients. In addition, this Agreement does not provide for the use of confidential Federal Tax Returns or confidential tax return information obtained from the Internal Revenue Service.
  3. **Case and Data Retention:** All records received by FTB-COD and any database created, copies made, or files attributed to the records received will be destroyed when no longer needed for the business purpose for which it was originally obtained. Data will be destructed in accordance with established FTB Data Retention Guidelines, which are four (4) years from the date the last active case on the account was withdrawn or closed. The records shall be destroyed in a manner to be deemed unusable or unreadable and to the extent that an individual record can no longer be reasonably ascertained.

Exception: Accounts will not be destroyed per the Data Retention Guideline if:

- A payment was received within four (4) years
- A payment issue is being reviewed
- A credit balance exists on the account
- A refund, fund transfer or general fund credit existed within the last four (4) years

## EXHIBIT A

**SCOPE OF WORK (continued)****FTB-COD Responsibilities**

4. **Return of Cases:** FTB-COD, at its sole discretion, may return any case that has been pursued for collection to the most practicable extent. Cases will be returned to the Court/Client when the following conditions apply:
  - After 12 months when a case does not have or FTB-COD cannot verify social security number (SSN) provided by client, and known assets and payments have been collected.
  - After 24 months when the case has a social security number but we have no activity.
  - Debtor files Bankruptcy.
  - Higher priority debt has been confirmed.
  - Confirmation of a deceased debtor.
  - A zero balance due.
5. **FTB-COD Installment Agreement:** FTB-COD may, upon proof of debtor's financial condition, in its sole discretion, enter into an installment Agreement with the debtor.
6. **Potential Incorrect Debtor (PID)/Identity Theft:** When identity theft or potential incorrect debtor information is determined by FTB COD, the FTB-COD will take appropriate action to remedy resulting adverse affects. Such action will include, but not limited to:
  - Notify the referring client if the referring client provided the incorrect name and/or identifying information, such as the social security number. The referring clients will either withdrawal the case or provide correct identifying information.
  - Release all orders on account. (Earning Withholding Order and Order to Withhold).
  - Withdraw all cases and return to the appropriate client(s).
  - Contact appropriate client(s) by phone to inform them of potential identity theft.
  - Identify any misapplied funds and request a refund (if applicable).
7. **Audit By the Court/Client:** FTB-COD agrees that those matters connected with the performance of any work done under this Agreement, including, but not limited to, the costs of administering the Agreement, may be subject to the examination and audit by the Court/Client or its authorized representative, for a period of three (3) years after final payment is made.
8. **Audit Report:** In the event an audit is conducted of FTB-COD, specifically as to this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the FTB-COD or otherwise specified regarding this Agreement, then FTB-COD shall file a copy of such audit report with the Court/Client within thirty (30) days of FTB-COD's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The Court/Client shall maintain the confidentiality of such audit report(s) to the extent required by law.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Deposits to State Treasury:** All amounts collected by FTB-COD for amounts owing on delinquent court ordered debts should be transmitted to the State Controller's Office for deposit in the Court Collection Account. Amounts collected pursuant to this program are amounts collected pursuant to a comprehensive program as provided in Section 1463.007 of the Penal Code.
2. **State Controller Distribution:** The State Controller's office shall transfer amounts collected to the Court/Client, less the administrative costs of the program. Such amount deducted by FTB-COD for administrative costs shall not exceed the maximum percentage authorized by Revenue and Tax Code (R&TC) Section 19282 of the amount collected. The State Controller's Office shall make transfers at least once each month. This Agreement makes no provision for any such other direction of amount recovered. This provision shall not be construed to preclude or affect any contractual Agreement by the State Controller and the Court/Client regarding transfers, except as to the deduction for cost of administration.
3. **Payments Collected In Error:** Payments collected in error by FTB-COD will be refunded to the affected parties by FTB-COD. The Court/Client will not be assessed administrative fees on those payments.
4. **Partial Recovery - Pro Rata Distribution:** If the amount collected is not sufficient to satisfy the amounts referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). This is based on a percentage equal to the current balance of each case divided by the total balance of the account.
5. **Administrative Fees:** Payments to cases referred to the FTB-COD for collections and accepted by the FTB-COD are subject to an administrative fee provided for in R&TC Section 19282. FTB-COD may receive administrative fees for amounts collected up to one year of the return of a case, subject to the fiscal provisions in this Agreement and provisions relating to payments deemed FTB-COD collected. Administrative fees will be assessed on payments received and applied to the referred case regardless of where or by whom payment is made subject to the following exceptions:
  - Payments collected through the FTB Interagency Intercept Collection program (R&TC 19280-19283).
  - Payments collected through liens filed by the Court/Client or an agent for the Court/Client prior to referral to FTB-COD.
  - The payment is collected after the FTB-COD has returned the case/account under guidelines set forth in this Agreement and the FTB-COD cannot prove that the collection resulted from FTB-COD collection activity.
  - Payments that the Court/Client can prove did not result from FTB-COD collection activity
6. **Refunds and Administration Fees:** FTB-COD will refund monies, not yet transferred to the respective client, to the affected parties wherefrom money was collected erroneously as a result of FTB-COD's actions. Administration fees will not be assessed on monies collected in error by the FTB-COD.
7. **Payment Application for Withdrawn or Returned Cases:** Payments received by FTB-COD on cases that have been withdrawn and/or returned will be applied in the following manner:
  - Recovery of bad checks
  - To the last case that was withdrawn\returned.

Any refund issues resulting from payments on the above case types will be the responsibility of the Court/Client.

EXHIBIT D

**SPECIAL TERMS AND CONDITIONS**

1. **Statement of Confidentiality:** The Franchise Tax Board has confidential taxpayer tax returns and other data in its custody. Unauthorized inspection or disclosure of State returns or other confidential taxpayer data is a misdemeanor (Sections 19542 and 19542.1, Revenue and Taxation Code and 90005, Government Code). Unauthorized inspection or disclosure of confidential data that includes Federal returns and other data is a felony (Sections 7213(a) (1) and 7213A (a) (1) (B) Internal Revenue Code).
2. **Employee Access to Information:** FTB-COD agrees that the information obtained will be kept in the strictest confidence and shall be made available to its own employees only on a "need to know" basis. Need to know is based on those authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. FTB-COD agrees to ensure that the information received under this Agreement is disclosed only to those individuals and for such purpose as specified in this Agreement.
3. **Contingency Clause to Budget Act:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Court/Client or to furnish any other considerations under this Agreement and Court/Client shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Court/Client to reflect the reduced amount.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services  
Date: March 29, 2022

Subject: Add and Cancel Various Positions in the Clinical Laboratory within the Health Services Department

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25921 to:

1. ADD the following positions:

- 

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Sondisa Obie, 925-951-3547

By: , Deputy

cc:



RECOMMENDATION(S): (CONT'D)

one (1) Assistant Clinical Laboratory Manager (VHGF) at salary plan and grade ZA5-1828 (\$10,241-\$12,448);

- one (1) Supervising Clinical Laboratory Scientist (VHHF) at salary plan and grade ZA5-1971 (\$9,754-\$11,856); and
- one (1) Cytotechnologist (VFVB) at salary plan and grade TC5-1644 (\$6,900-\$8,387), and
- CANCEL the following vacant positions:
  - one (1) Psychiatric Technician (VQWB) position #13026 at salary plan and grade TAX-1240 (\$4,613-\$5,891);
  - one (1) Community Health Worker II (VKVB) position #15784 at salary plan and grade TC5-1043 (\$3,805-\$4,625);
  - one (1) Licensed Vocational Nurse (VT7G) position #9249 at salary plan and grade TAX-1287 (\$4,833-\$6,172); and
  - one (1) Family Nurse Practitioner (VWSB) position #15468 at salary plan and grade L35-1873 (\$11,947-\$14,920) in the Health Services Department.

FISCAL IMPACT:

Upon approval, this action will result in an approximate annual salary and benefit cost of \$1,872 for the hospital's Clinical Laboratory. The cost will be fully funded by Hospital Enterprise Fund I revenues.

BACKGROUND:

The Clinical Laboratory is a unit of the Contra Costa Regional Medical Center (CCRMC) and is responsible for providing hematology, chemistry, immunoassay, urinalysis, coagulation, blood bank, microbiology, and point-of-contact testing (POCT) services to CCRMC, including Laboratory Information Systems (LIS) and Quality Control duties. At present, the unit is managed by the Clinical Laboratory Manager and supported by three (3) supervising positions (two (2) Supervising Clinical Laboratory Scientists and one (1) Pathology Supervisor) who provide oversight for the day-to-day operations of the different sections of the laboratory and share LIS and Quality Control duties. Currently, the Pathology sector has only one Senior Cytotechnologist to perform all cytological testing.

With the implementation of a new Quality Control Program, the planned replacement of the current Laboratory Information System (LIS), and the increasing demand for more testing, the Clinical Laboratory needs to add two (2) permanent management/supervisory positions: one (1) Assistant Clinical Laboratory Manager and one (1) Supervising Clinical Laboratory Scientist. Furthermore, the Pathology sector requires one (1) Cytotechnologist due to an increase in testing and with the recent acquisition of new molecular testing platforms that test for COVID-19.

The Assistant Clinical Laboratory Manager will be responsible for the day-to-day supervision of the technical laboratory staff and serve as the primary lead for the new Quality Control Program, in accordance with Joint Commission recommendation. Together, with the Laboratory Manager, they will provide oversight to four (4) supervisors. The Supervising Clinical Laboratory Scientist will serve as the primary lead for LIS which includes creating new tests (e.g. Covid Antibody), maintaining test and quality control dictionaries, and overseeing any changes required with charge service functions (CPT coding, charge code creation, workload/utilization tracking, LOINC designation) for both Clinical Laboratory as well as the Pathology Department. The Supervising Clinical Laboratory Scientist will also oversee six (6) Senior Clinical Laboratory Scientists, nine (9) Clinical Laboratory Scientists, and seven (7) Laboratory Technicians. The Cytotechnologist will assist the Senior Cytotechnologist in performing cytological laboratory testing. With an increase in testing, the Pathology sector requires more staffing to meet the demand, as well as for staffing coverage for planned and unplanned absences so that testing is not impacted.

The addition of these positions will result in enhancements to the Quality Control Program and Laboratory Information Systems, and overall laboratory service, leading to compliance and patient care improvements throughout the Clinical Laboratory.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Clinical Laboratory will continue to be insufficiently staffed and struggle with the overwhelming work demand that is required of them.

ATTACHMENTS

P300 No. 25921 HSD

**POSITION ADJUSTMENT REQUEST**

NO. 25921  
DATE 3/15/2022

Department Health Services Department No./  
Budget Unit No. 0540 Org No. 6365 Agency No. A18

Action Requested: Add one (1) Assistant Clinical Laboratory Manager (VHGF); one (1) Supervising Clinical Laboratory Scientist/LIS Analyst (VHHF); and one (1) Cytotechnologist (VFVB); and cancel Psychiatric Technician (VQWB) position #13026; Community Health Worker II (VKVB) position #15784; Licensed Vocational Nurse (VT7G) position #9249; Family Nurse Practitioner (VWSB) position #15469 in the Health Services Department.

Proposed Effective Date: 3/30/2022

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 \$1,872.00 Net County Cost \$0.00  
Total this FY \$468.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Hospital Enterprise Fund I

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

Jo-Anne Linares

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

3/22/2022

\_\_\_\_\_  
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 3/23/2022

- 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:

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 \_\_\_\_\_

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 Marsh, Interim Employment and Human Services Director  
Date: March 29, 2022

**Subject:** Add one Social Service Program Assistant position and cancel one Medi-Cal Program Assistant position

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25918 to add one (1) Social Service Program Assistant (X0SA) (represented) position at Salary Plan and Grade 255 1384 (\$5,333.26 - \$6,482.61) and cancel one (1) Medi-Cal Program Assistant (XHSB) (represented) vacant position # 10615 at Salary Plan and Grade 255 1384 (\$5,333.26 - \$6,482.61) in the Aging and Adult Services Bureau of the Employment and Human Services Department (EHSD).

**FISCAL IMPACT:**

The traded position will be funded with 17% Federal, 35% State, and 48% County funds.

**BACKGROUND:**

The classification known as the Medi-Cal Program Assistant was established in April 2000, with the last revision occurring in February 2017. The Employment and Human Services Department Aging and Adult Services Bureau has determined that the Medi-Cal Program Assistant classification does not meet the current needs of the General Assistance program and should be replaced with a Social Service Program Assistant.

The responsibilities of the General Assistance program worker assigned to multiple programs

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Bao Tran (925) 608-5027

By: , Deputy

cc:

BACKGROUND: (CONT'D)

within the intake function are directly linked to the Social Work classification series. There is only one Medi-Cal Program Assistant position assigned to this unit, which is now vacant due to a recent resignation. All other staff assigned to this function within the General Assistance program countywide are classified as Social Service Program Assistants. This change will better align the staffing in this program with the needs of the department.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to add the Social Service Program Assistant position may impact EHSD's ability to improve operations and service delivery.

ATTACHMENTS

Assist #61925

Fiscal Analysis

AIR 48785 P300 25918 Add and Cancel

## Contra Costa County - Employment &amp; Human Services

## Position Request# 61925

<b>Action: Trade Position</b>	<b>Request Initiator: Bullock-Hayes Angela, Ph.: (925) 655[5]-1006</b>	<b>Bureau: Aging and Adult Services Bureau</b>	<b>Request Date: 12/17/2021 12:00:00 AM</b>
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## Trade Position(s)

**Personnel Analyst** Tran Bao  
**Proposed Effective Date** 12/17/2021 12:00:00 AM

**Program Name** GA, CalFresh  
**Vacancy/Pos#** 10615 (Medical Program Assistant) VACANT 11/30/2021

**Vacancy1/Pos#**  
**Requested Classification** Soc Svc Program Assistant

**Requested Classification1**

**Reason for Vacancy and Position History** This is a permanent full time position. It is now vacant due to the retirement of the last employee. This is a request to trade in the current MPA position to create an SSPA position.

**If Approved, how will this position be filled?** P300,

**Is this Classification County wide or EHSD only?** County Wide

Select other Managers and Designated Representatives that will view this request:

**Managers OR Designated Representatives** Foudy Carolyn, Bullock-Hayes Angela

**Freeze Exemption Justification** Required by Law, Mandated Functions

Provide hiring justification including caseload/workload information and state the negative impacts if the position is not filled:

**Hiring Justification** The General Assistance Division is comprised of three units, one in each main District office in the county, that provide General Assistance, CalFresh and Medi-Cal benefits to our most at risk population. The MPA position provides critical eligibility services at the initial application to county residents. This office serves a large homeless population to whom we provide direct assistance in partnership with community organizations. If we are unable to fill this vacancy, we won't be able to meet the needs of West County in our Richmond District Office. In addition, we may not meet program requirements by failing to grant benefits timely which could result in a corrective action plan, financial penalty and/or legal action. The General Assistance program has previously been subject to lawsuits although settled, still require continued awareness and monitoring to ensure that we meet requirements for client services and mandated compliance standards.

**Bureau Director (or Designated Representative) Approves the Request**

**Bureau Director** (This request has been completed by Tracy Murray on 12/28/2021 9:47:58 AM)

**Is this position approved?** Yes

**Additional Justification (optional)****Fiscal Impact Review (CFO or Designated Representative)**

**Is this position # currently funded?** Yes (This request has been completed by Laura Volante on 12/30/2021 12:55:27 PM)

**FISCAL Comments** This budgeted Social Services Program Assistant position is claimed as overhead and funded with a combined average of 47% federal revenue, 30% state revenue, and 23% county General funds.

**ET Group (or Designated Representative)**

**Is this position request approved?** Yes (This request has been completed by Annie Phetinta on 1/3/2022 9:43:58 AM)

**Comments** Approved @ ET 1/3/2022.

**Department Head Approval (or Designated Representative)**

**Is this position request approved?** Yes (This request has been completed by Kathy Gallagher on 1/3/2022 1:07:33 PM)

**Comments****Next Steps**

If request is approved, EHSD (Personnel) Staff will do the following:

- If Hiring Exemptions are required then prepare and submit to CAO/HR based on above justification.
- Once approved by CAO and/or HR then process the request.
- Conduct Bid and Certification process.
- Oversee interview and selection process.

- Create an ASSIST transaction to fill the vacant position.
- If CAO or HR does not approve this project then inform the above EHSD staff.

<b>Status of Request #: 61925</b>	<b>Effective Date: 12/17/2021 12:00:00 AM</b>
<b>Requestor: Bullock-Hayes Angela, Ph.: (925) 655[5]-1006</b>	<b>Action: Trade Position</b>

Status Date	Status	Unit	Requested/Completed By	Progress
Friday 12/17/2021 5:05 PM	Request processed	Position Initiator	Bullock-Hayes Angela, Ph.: (925) 655[5]-1006	Completed
Tuesday 12/28/2021 9:47 AM	Request processed	Bureau Director	Murray Tracy, Ph.: (925) 608[8]-4805	Approved
Wednesday 12/29/2021 10:37 AM	Request Reviewed	PERSONNEL	Tran Bao, Ph.: (925) 608[8]-5027	Reviewed
Thursday 12/30/2021 12:55 PM	Request processed	Fiscal Admin Group	Volante Laura, Ph.: (925) 608[8]-4838	Funded
Monday 1/3/2022 9:43 AM	Request processed	ET Group	Phetinta Annie, Ph.: (925) 608[8]-4837	Approved
Monday 1/3/2022 1:07 PM	Request processed	Department Head	Gallagher Kathy, Ph.: (925) 608[8]-4801	Approved
Monday 1/3/2022 1:07 PM	Request Received	PERSONNEL	PERSONNEL	Received

**ASSIST Request - #61925**

**\*note: assist was approved 12/30/21 and P300 not requested until 1/13/22**

Date:	3-Mar-22	Annualization Factor	12	County Cost Increase (Decrease)
Annualization Factor	12	Benefit Percentage	60.07%	
Benefit Percentage	60.07%	Pension Percentage	29.48%	
Pension Percentage	29.48%			

**Budget Unit/Bureau No: 503**

**TRANSFERRED POSITIONS (New Organization No. 5314)**  
**\*Org is not changing**

Classification	SSPA	
<b>Budgeted Monthly Salary</b>	\$	5,908
Benefit Amount	\$	3,549
<b>Salary + Benefit</b>	\$	9,457
<b>Annualized Sal+ Ben Cost</b>	\$	113,482
Effective Mo's		12
<b>Upcoming Yr. Cost</b>	\$	113,482
<b>Federal Percentage</b>		39.00%
Federal Cost	\$	44,258
<b>State Percentage</b>		46.00%
State Cost	\$	52,202
<b>Other Funding 100%</b>	\$	-
County Percentage		15.00%
County Cost	\$	17,022
<b>Annual Pension Cost</b>	\$	33,454

Currently filled by: VACANT

**OLD POSITION (Old Organization No. 5314)**  
**Old Position Number: 10615**

Classification	MPA	
<b>Budgeted Monthly Salary (Step 3)</b>	\$	5,908
Benefit Amount	\$	3,549
<b>Salary + Benefit</b>	\$	9,457
<b>Annualized Sal+ Ben Cost</b>	\$	113,482
Current Yr. Effective Mo's		12
<b>Current Yr. Cost</b>	\$	113,482
<b>Federal Percentage</b>		39.00%
Federal Cost	\$	44,258
<b>State Percentage</b>		46.00%
State Cost	\$	52,202
<b>Other Funding 100%</b>	\$	-
County Percentage		15.00%
County Cost	\$	17,022
<b>Annual Pension Cost</b>	\$	33,454

Fiscal Analyst: Kathy Arana

Explanation: This trade position will be funded with 17% Federal, 35% State, and 48% County funds. The net increase for this trade is an annual increase in net county cost of \$0.

Step 1	\$	5,333.26
Step 2	\$	5,620.60
Step 3	\$	5,907.94
Step 4	\$	6,195.27
Step 5	\$	6,482.61
Step 6		
Step 7		

Step 1	\$	5,333.26
Step 2	\$	5,620.60
Step 3	\$	5,907.94
Step 4	\$	6,195.27
Step 5	\$	6,482.61
Step 6		
Step 7		

Federal	17%
State	35%
State 2011 Realign	
State 91/92 Realign	
Fed/Health	
County	48%
<b>Total</b>	<b>100%</b>

Federal	17%
State	35%
State 2011 Realign	
State 91/92 Realign	
Fed/Health	
County	48%
<b>Total</b>	<b>100%</b>



**POSITION ADJUSTMENT REQUEST**

NO. 25918  
DATE 3/8/2022

Department Employment and Human Services Department No./  
Budget Unit No. 5314 Org No. 0503 Agency No. 19

Action Requested: ADOPT Position Adjustment Resolution No. XXXXX to add one (1) Social Service Program Assistant (X0SA) (represented) and cancel one (1) Medi-Cal Program Assistant (XHSB) (represented) vacant position # 10615 in the Aging and Adult Services Bureau of the Employment and Human Services Department (EHSD).

Proposed Effective Date: 4/1/2022

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 \$33,454.00 Net County Cost \$17,022.00  
Total this FY \$25,090.50 N.C.C. this FY \$12,766.50

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 17% Federal, 35% State, and 48% County

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

Bao Tran 3/8/2022

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Lara DeLaney

3/9/2022

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/14/2022

Add one (1) Social Service Program Assistant (X0SA) (represented) and cancel one (1) Medi-Cal Program Assistant (XHSB) (represented) vacant position # 10615

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

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

Gladys ScottReid

3/14/2022

\_\_\_\_\_  
(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: Monica Nino, County Administrator  
Date: March 29, 2022

**Subject:** Cancel one Labor Relations Assistant position, and add one Labor Relations Analyst in the County Administrator's Office.

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25920 to cancel one Labor Relations Assistant (AD7C) (unrepresented) position, and add one Labor Relations Analyst I (ADSI) (unrepresented) County Administrator's Office; appoint incumbent employee No. 88939 to the new position from the eligible list.

**FISCAL IMPACT:**

The classification works in the labor relations unit of the County Administrator's Office and is charged out to operating departments through the County Cost Plan. The estimated cost impact for FY 2021-22 is \$3,650.

**BACKGROUND:**

The Labor Relations Unit of the County Administrator's Office is responsible for County wide labor relations activities, including MOU negotiations, administering provisions of Memoranda of Understanding, assisting in the resolution of grievances and disciplinary matters, and providing assistance and advice in interpretation and application of labor relations policies and procedures to operating department personnel.

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

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: David Sanford, 925-655-2070

By: , Deputy

BACKGROUND: (CONT'D)

The unit previously downgraded a Labor Relations Analyst vacancy to Labor Relations Assistant due to the operating needs at that time. However, with negotiations starting with most of the labor unions, the unit's needs have changed again. Due to a recent retirement, the unit had another vacancy, and recruitments were posted at both the I and II levels in the Labor Relations Analyst series. The unit intends to fill the vacancy created from the retirement with the Labor Relations Analyst II eligible list. The incumbent in the Labor Relations Assistant position being eliminated was successful in the merit system recruitment process, and was placed on the eligible list for Labor Relations Analyst I. By canceling the Labor Relations Assistant and adding a Labor Relations Analyst I, the unit will be able to promote the incumbent as a result of the merit system recruitment process, while restoring the Labor Relations Unit staffing to the level necessary to meet the current demands.

CONSEQUENCE OF NEGATIVE ACTION:

If this position change is not approved, the unit will not have the appropriate staffing levels to meet their business needs.

ATTACHMENTS

P300

**POSITION ADJUSTMENT REQUEST**

NO. 25920  
DATE 3/17/2022

Department County Administration Department No./  
Budget Unit No. 0003 Org No. 1220 Agency No. 03  
Action Requested: Reassign one (1) Labor Relations Assistant (AD7C) position #13165 and encumbent to a Labor Relations Analyst I (ADSI), in the Office of the County Administrator.

Proposed Effective Date: 4/1/2022

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 \$14,600.00 Net County Cost \$14,600.00  
Total this FY \$3,650.00 N.C.C. this FY \$3,650.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

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

Lisa Driscoll, County Finance Director

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Monica Nino

3/17/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/21/2022

ADOPT Position Adjustment Resolution No. 25920 to cancel one Labor Relations Assistant (AD7C) (unrepresented) position, and add one Labor Relations Analyst I (ADSI) (unrepresented) County Administrator's Office; appoint incumbent employee No. 88939 to the new position from the eligible list.

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

Effective:  Day following Board Action.  
 4/1/2022(Date)

Tina Pruett

3/21/2022

(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:

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

Adjustment is APPROVED  DISAPPROVED

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 3/21/2022

No. xxxxxx

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 29, 2022

**Subject:** APPROVE a lease amendment for 49 Canyon Lake Drive, Port Costa, for the Crockett-Carquinez Fire Protection District.

---

**RECOMMENDATION(S):**

APPROVE a lease amendment with Paula Ardizzoia-Harvey for a garage and driveway located at 49 Canyon Lake Drive, Port Costa, for the Crockett-Carquinez Fire Protection District. The term of the lease amendment is five (5) years ending on September 30, 2026, with one five-year renewal term. The annual rental payment is \$6,000.

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

**FISCAL IMPACT:**

100% Crockett-Carquinez Fire Protection District.

**BACKGROUND:**

The Crockett-Carquinez Fire Protection District (District) has occupied the garage and driveway at 49 Canyon Lake Drive since 1978. The garage was designed and built specifically to shelter and store a fire truck to service the Port Costa area. The lease amendment will extend the District’s occupancy of the garage and driveway so it can continue to provide fire protection services to the residents of Port Costa.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Stacey Sinclair, 925.957-2464

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the amendment is not approved, the District would have to relocate its fire truck and related fire equipment to another location at increased rent, together with the associated expenses of moving and constructing new tenant improvements.

ATTACHMENTS

Lease Amendment



## FIRST AMENDMENT TO LEASE

Carquinez-Crockett Fire Protection District  
49 Canyon Lakes Drive  
Port Costa, California

This first amendment is dated March 29, 2022 and is between Paula Ardizzioia-Harvey, an individual (the “**Lessor**”) and the Crockett-Carquinez Fire Protection District, a political subdivision of the State of California (the “**District**”).

### Recitals

A. The Lessor and the District are parties to a lease dated September 20, 2011, under which the District is leasing a garage and driveway at the location commonly known as 49 Canyon Lakes Drive, Port Costa, California (the “**Lease**”).

B. On September 30, 2020, the parties agreed to extend the Lease on a month-to-month basis, as provided in Section B.1 of the Lease. The parties now desire to extend the term of the lease and revise the rent.

The parties therefore agree as follows:

### Agreement

1. A.3. Term is deleted in its entirety and replaced with the following:

Term. The “**Term**” of this lease is comprised of an Initial Term and, at District’s election, Renewal Terms, each as defined below.

- a. Initial Term. The “**Initial Term**” is fifteen years, commencing on October 1, 2011 (the “**Commencement Date**”) and ending September 30, 2026.
- b. Renewal Terms. District has one option to renew this lease for a term of five years (a “**Renewal Term**”) upon all the terms and conditions set forth herein.
  - i. District will provide Lessor with written notice of its election to renew the Lease thirty days prior to the end of the Term. However, if District fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after District’s receipt of Lessor’s written demand that District exercise or forfeit the option to renew.
  - ii. Upon the commencement of the Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

2. Section A.4. Rent is deleted in its entirety and replaced with the following:

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

- a. Initial Term.

<u>Time Period</u>	<u>Rate</u>
October 1, 2011 – February 28, 2022	\$450.00
March 1, 2022 – September 30, 2026	\$500.00

- b. Renewal Term.

<u>Time Period</u>	<u>Rate</u>
October 1, 2026 - September 31, 2031.	\$500.00

3. All other terms of the Lease remain unchanged.

[Remainder of Page Intentionally Left Blank]

Lessor and District are causing this first amendment to be executed as of the date set forth in the introductory paragraph.

**DISTRICT**

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


By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

**LESSOR**

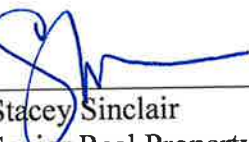
PAULA ARDIZZOIA-HARVEY, an individual

By \_\_\_\_\_  
Paula Ardizzoia-Harvey

**RECOMMENDED FOR APPROVAL:**

By  \_\_\_\_\_  
Dean Colombo  
Crockett-Carquinez Fire Protection District

By  \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By  \_\_\_\_\_  
Stacey Sinclair  
Senior Real Property Agent

**APPROVED AS TO FORM:**  
MARY ANN McNETT MASON,  
COUNTY COUNSEL

By \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Adopt Resolution for PAS funding for the Brookside Shelter

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2022/104 authorizing the Health Services Director, or designee, to submit an application to the California Department of Housing and Community Development (CDHCD) for funding for the Pet Assistance and Support (PAS) Program for the Brookside Shelter homeless residents in West County, in an amount not to exceed \$600,000 and enter into an agreement and any amendments with CDHCD for funding, subject to County Counsel approval, for the period July 1, 2022 through June 30, 2024.

**FISCAL IMPACT:**

There is no matching contribution requirement for activities funded with PAS Program funds.

**BACKGROUND:**

The California Department of Housing and Community Development announced the release of this Notice of Funding Availability (NOFA) for approximately \$10 million in PAS program funds. PAS Program funding provides grants to qualified homeless shelters for the purpose of providing shelter, pet food, pet supplies and basic veterinarian services for the pets of individuals in homeless shelters as well as staffing and liability insurance related to providing those services. The PAS program was authorized by the Budget Act of 2021, AB 128 (Chapter 21, Statutes of 2021) as

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Christy Saxton, 925-608-6700

By: , Deputy

cc:

BACKGROUND: (CONT'D)

amended by SB 129 (Chapter 69, Statutes of 2021) section 274 Control Section 19.57, paragraph (b)(21).

In 2021, Brookside Shelter reopened as a West County non-congregate shelter with room for 36 households experiencing homelessness. The facility is pet friendly eliminating barriers to shelter for people with pets. By making accommodations for pets, more owners who are experiencing homelessness are inclined to obtain medical, as well as living assistance, and the conditions of their pets improve. While at the facility, pet owners need assistance with kenneling, food, basic pet supplies, and veterinarian services. Pets need an outdoor area suitable for proper recreation. The purpose of these funds is to meet the needs of those experiencing homelessness with their pets.

Approval of Resolution 2022/104 will allow the County to submit an application to receive up to \$600,000 for the PAS program for Brookside Shelter homeless residents in West County for the period July 1, 2022 through June 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will not be able to apply for funding in an amount up to \$600,000 to provide pet assistance and support to persons who are homeless in the County's homeless shelter in Richmond.

ATTACHMENTS

Resolution 2022/104

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

Adopted this Resolution on 03/29/2022 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2022/104**

In The Matter Of: Funds for the Pets Assistance and Support (PAS) program

A necessary quorum and majority of the supervisors of the Contra Costa County Board of Supervisors, on behalf of Contra Costa Health Services (“Applicant”), hereby consent to, adopt the following resolution:

WHEREAS: The State of California Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability dated 02/25/2022 (“NOFA”) under the Pets Assistance and Support program (“Program” or “PAS Program”); and WHEREAS: The Applicant wishes to apply for and receive a PAS Program grant to fund shelter, pet food, pet supplies and basic veterinarian services (“Services”), as well as staffing and liability insurance related to providing the Services; and

WHEREAS, the Department may approve funding allocations for the PAS Program subject to the terms and conditions of the NOFA and PAS Program requirements.

Now, Therefore, Be It Resolved:

That If Applicant receives a grant of PAS Program funds from the Department pursuant to the above-referenced PAS Program NOFA, Applicant represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules, regulations, and laws regarding the PAS Program, as well as any and all contracts Applicant may have with the Department. RESOLVED FURTHER: That Applicant pursuant to the above-described NOFA wishes to apply for and receive an allocation of funds in an amount not to exceed \$ 600,000 (“PAS Program Grant”). RESOLVED FURTHER: That Applicant hereby agrees to use the PAS Program Grant for eligible activities as approved by the Department and in accordance with all applicable rules, regulations, laws, and Program requirements, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department. RESOLVED FURTHER: If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the PAS Program Grant, the Applicant’s obligations related thereto, and the Department’s security therefore, and all amendments thereto, as well as any other documents which are related to the PAS Program or the PAS Program Grant awarded to Applicant, as the Department and County Counsel may deem appropriate (collectively, the “PAS Documents”).

RESOLVED FURTHER: That Christy Saxton, the Health, Housing & Homeless Services Director, or designee, is hereby authorized to execute the PAS Documents, and any amendment or modification thereto, on behalf of the Applicant, subject to County Counsel approval as to form.

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

**ATTESTED: March 29, 2022**

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

**Contact: Christy Saxton, 925-608-6700**

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Agreement #28-884-1 with Sutter Health

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #28-884-1 with Sutter Health, a California nonprofit public benefit corporation, to pay the County for microbiological laboratory testing at the rates set forth in the agreement, for the period from January 2, 2022 through January 1, 2025.

**FISCAL IMPACT:**

This agreement will result in funds to the County from Sutter Health on a fee for services basis depending on laboratory services requested. (No County match required).

**BACKGROUND:**

This agreement is for Contra Costa County Public Health Laboratory to provide microbiological testing services to Sutter Health Delta Medical Center as needed on a fee for service basis. The County has provided these services since 2017.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Daniel Peddycord, 925-313-6712

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

On September 12, 2017, the Board of Supervisors approved Agreement #28-884 with Sutter East Bay Hospitals, to pay the County in amount not to exceed \$10,000, to perform microbiological testing services on a fee for services basis, for the period from September 1, 2017 through August 31, 2019.

Approval of Agreement #28-884-1 will allow the County to continue to provide microbiological laboratory testing services on a fee for services basis, as requested by Sutter Health. This Agreement includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not receive funding to perform laboratory testing services for Sutter Delta Medical Center.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Adopt Resolution for PAS funding for Delta Landing

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2022/103 authorizing the Health Services Director, or designee, to submit an application to the California Department of Housing and Community Development (CDHCD) for funding for the Pet Assistance and Support (PAS) Program for Delta Landing homeless residents in East County, in an amount not to exceed \$600,000 and enter into an agreement and any amendments with CDHCD for funding, subject to County Counsel approval, for the period July 1, 2022 through June 30, 2024.

**FISCAL IMPACT:**

There is no matching contribution requirement for activities funded with PAS Program funds.

**BACKGROUND:**

The California Department of Housing and Community Development announced the release of this Notice of Funding Availability (NOFA) for approximately \$10 million in PAS program funds. PAS Program funding provides grants to qualified homeless shelters for the purpose of providing shelter, pet food, pet supplies and basic veterinarian services for the pets of individuals in homeless shelters as well as staffing and liability insurance related to providing those services. The PAS program was authorized by the Budget Act of 2021, AB 128 (Chapter 21, Statutes of 2021) as

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Christy Saxton, 925-608-6700

By: , Deputy

BACKGROUND: (CONT'D)

amended by SB 129 (Chapter 69, Statutes of 2021) section 274 Control Section 19.57, paragraph (b)(21).

In 2020, Delta Landing (the former Motel 6) opened as an East County shelter with rooms for 172 households experiencing homelessness. The facility is pet friendly, eliminating barriers to shelter for people with pets. By making accommodations for pets, more owners who are experiencing homelessness are inclined to obtain medical, as well as living assistance, and the conditions of their pets improve. While at the facility, pet owners need assistance with kenneling, food, basic pet supplies, and veterinarian services.

Approval of Resolution No. 2022/103 will allow the County to submit an application to receive up to \$600,000 for the PAS program for Delta Landing homeless residents in East County for the period July 1, 2022 through June 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will not be able to apply for funding in an amount up to \$600,000 to provide pet assistance and support to persons who are homeless in the county's homeless shelter in Pittsburg.

ATTACHMENTS

Resolution 2022/103

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

Adopted this Resolution on 03/29/2022 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2022/103**

In The Matter Of: Funds for the Pets Assistance and Support (PAS) program.

A necessary quorum and majority of the supervisors of the Contra Costa County Board of Supervisors, on behalf of Contra Costa Health Services (“Applicant”), hereby consent to, adopt the following resolution:

WHEREAS: The State of California Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability dated 02/25/2022 (“NOFA”) under the Pets Assistance and Support program (“Program” or “PAS Program”); and WHEREAS: The Applicant wishes to apply for and receive a PAS Program grant to fund shelter, pet food, pet supplies and basic veterinarian services (“Services”), as well as staffing and liability insurance related to providing the Services; and

WHEREAS, the Department may approve funding allocations for the PAS Program subject to the terms and conditions of the NOFA and PAS Program requirements.

Now, Therefore, Be It Resolved:

That If Applicant receives a grant of PAS Program funds from the Department pursuant to the above-referenced PAS Program NOFA, Applicant represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules, regulations, and laws regarding the PAS Program, as well as any and all contracts Applicant may have with the Department. RESOLVED FURTHER: That Applicant pursuant to the above-described NOFA wishes to apply for and receive an allocation of funds in an amount not to exceed \$ 600,000 (“PAS Program Grant”). RESOLVED FURTHER: That Applicant hereby agrees to use the PAS Program Grant for eligible activities as approved by the Department and in accordance with all applicable rules, regulations, laws, and Program requirements, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department. RESOLVED FURTHER: If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the PAS Program Grant, the Applicant’s obligations related thereto, and the Department’s security therefore, and all amendments thereto, as well as any other documents which are related to the PAS Program or the PAS Program Grant awarded to Applicant, as the Department and County Counsel may deem appropriate (collectively, the “PAS Documents”).

RESOLVED FURTHER: That Christy Saxton, the Health, Housing & Homeless Services Director, or designee, is hereby authorized to execute the PAS Documents, and any amendment or modification thereto, on behalf of the Applicant, subject to County Counsel approval as to form.

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

**ATTESTED: March 29, 2022**

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

**Contact: Christy Saxton, 925-608-6700**

By: , Deputy

**cc:** Leslie A Walker, M Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 29, 2022

Subject: California Highway Patrol Grant FY 2022-2024

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2022/100 authorizing the Sheriff Coroner, or designee, to apply for and accept the California Highway Patrol Grant Fiscal Year 2022-2024, in an amount not to exceed \$415,900 for the purchase of new equipment for the Toxicology Unit for the period of July 1, 2022, through the end of the grant funding.

**FISCAL IMPACT:**

\$415,900. Up to an initial amount of \$415,900 in California State Highway Patrol Revenue. There is no County in kind match requirement.

**BACKGROUND:**

The Contra Costa County Office of the Sheriff Forensic Services Division (FSD) operates an ISO 17025 ANAB Accredited Crime Laboratory able to provide County-wide Forensic Toxicological testing services. The California Highway Patrol (CHP) Grant FY2022-2024 is needed to purchase new equipment for the Toxicology Unit thereby increasing efficiency in the processing and analysis of driving under the influence of drugs (DUID) cases.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Chrystine Robbins, 925-655-0008

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The equipment purchased will be used with the current toxicology confirmation methods including THC and its metabolites and in future method validations. The liquid chromatography-tandem mass spectrometry (LC-MS/MS) and Nitrogen Generator will enable the FSD to meet recommendations for DUID testing set by the National Safety Council and address drug abuse trends. The new equipment will also reduce the need to send cases to an outside laboratory for toxicology analysis and provide timely information to stakeholders by reducing turnaround times for reporting toxicology results.

CONSEQUENCE OF NEGATIVE ACTION:

Without the replacement and purchase of new equipment, the laboratory will be required to send requests to an accredited outside laboratory for analysis. Any analysis performed by an outside laboratory creates an increased burden and cost to Contra Costa County law enforcement agencies and the District Attorney's Office if the case is prosecuted.

CHILDREN'S IMPACT STATEMENT:

None

ATTACHMENTS

Resolution 2022/100

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

Adopted this Resolution on 03/29/2022 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2022/100**

IN THE MATTER OF: Applying for and accepting the California Highway Patrol Grant for Fiscal Year 2022-2024

WHEREAS the County of Contra Costa County is seeking funds available through the California Highway Patrol;

NOW, THEREFORE IT BE RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Commander, Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining State financial assistance including grant modifications and extensions provided by the California Highway Patrol.

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

**ATTESTED: March 29, 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: Marc Shorr, Chief Information Officer  
Date: March 29, 2022

**Subject:** APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract with the East Bay Regional Park District.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Information Officer, Department of Information Technology, or designee, to execute a contract with the East Bay Regional Park District to permit the Department of Information Technology (DoIT) to provide radio communication services for the completion of the East Bay Regional Park Districts Low Band Radio Microwave Upgrade Project at the rate of \$135.00 per hour plus the cost of any material and equipment for the period of October 1, 2021 to December 31, 2022.

**FISCAL IMPACT:**

Revenue for the Telecommunications Division of the Department of Information Technology (100% General Fund)

**BACKGROUND:**

DoIT's Telecommunications Division currently provides radio communications services to the East Bay Regional Park District (Agency) and the Agency requested the services of DoIT to assist with their Low Band Radio Microwave Upgrade Project. DoIT will provide to the Agency radio communication services at the rate of \$135.00 per hour, which may be adjusted each fiscal year, plus the cost of any materials and required equipment.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Marc Shorr, 925-608-4071

By: , Deputy

BACKGROUND: (CONT'D)

Under the agreement, the County is obligated to defend and indemnify the Agency of third-party claims arising out of County's negligent acts in performing the Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Loss of revenue.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Grant Amendment #28-368-1 with California Department of Public Health

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Amendment #28-368-1 with the California Department of Public Health (CDPH), to amend Grant Agreement #28-368, to increase the amount payable to the County by \$72,688, from \$1,609,085 to a new amount of \$1,681,773, with no change in the term January 1, 2018 through June 30, 2022 for the Local Oral Health Program.

**FISCAL IMPACT:**

Approval of this amendment will allow the County to receive an additional \$72,688 in funding from the California Department of Public Health through June 30, 2022. No County match is required.

**BACKGROUND:**

The CDPH Oral Health Program is a collaboration to build capacity at the local level to address oral health which is essential for overall health. Tooth decay is the number one chronic disease of childhood. The activities will address problems identified by local needs assessments and will reflect the California Oral Health Plan priorities.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

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

By: , Deputy

BACKGROUND: (CONT'D)

On March 27, 2018, the Board of Supervisors approved Grant Agreement #28-368 to allow the County to participate in the Local Oral Health Program to provide oral health services for the low-income population in Contra Costa County for the period January 1, 2018 through June 30, 2022. This agreement included agreeing to indemnify the State for any claims arising out of the County's performance under the agreement.

Approval of Grant Amendment #28-368-1 will allow the County to receive an additional \$72,688 in funding through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the County will not receive additional funding to support the Local Oral Health Program for Contra Costa County residents.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: ADOPT Resolution No. 2022/101 from the California Department of Housing and Community Development

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2022/101 authorizing the Health Services Director, or designee, to execute amendments or modifications to Standard Agreement #28-913 (CA 19-pas-14071) with the California Department of Housing and Community Development, as well as any documents required by the State in regard to the Pet Assistance and Support (PAS) Program.

**FISCAL IMPACT:**

There is no matching contribution requirement for activities funded with PAS Program funds, which is approximately \$174,388.

**BACKGROUND:**

The California Department of Housing and Community Development (HCD) announced the availability of approximately \$5 million in PAS Program funding through a Notice of Funding Availability (NOFA). PAS Program funding provides grants to qualified homeless shelters to provide shelter, food, and basic veterinary services for common household pets owned by individuals experiencing homelessness, as well as staffing and liability insurance related to providing those services. The PAS program was authorized by the Budget Act of 2019, as amended by Section 16 of Senate Bill 109.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Christy Saxton, 925-608-6700

By: , Deputy

BACKGROUND: (CONT'D)

On March 31, 2020, the Board of Supervisors approved Standard Agreement #28-913 and adopted Resolution 2020/105 for the Department of Housing and Community Development to provide the County with PAS Program grants through June 30, 2022.

On December 14, 2021, the Board of Supervisors approved and adopted Resolution No. 2021/408 to allow the Health Services Director, or designee, to execute any subsequent amendments or modifications to Standard Agreement #28-913 (CA 19-pas-14071), as well as any documents required by the State in regard to the PAS Program.

Adopting Resolution No. 2021/101 will name Contra Costa County as the Applicant for HCD funding for the PAS Program.

CONSEQUENCE OF NEGATIVE ACTION:

If this board order is not approved and the resolution is not adopted, the County will not receive funding for the PAS Program.

ATTACHMENTS

Resolution 2022/101

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

Adopted this Resolution on 03/29/2022 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2022/101**

In The Matter Of: Funds for the Pets Assistance and Support (PAS) program.

WHEREAS the State of California (the "State"), California Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 12/31/2019 under the Pets Assistance and Support (PAS) program (program, or PAS program);

WHEREAS Contra Costa County will receive a PAS program grant to fund shelter, food, and veterinarian services, staffing and liability insurance related to providing those services; and

WHEREAS the Department may approve funding allocations for the PAS program, subject to the terms and conditions of the NOFA, PAS program requirements, and the Standard Agreement and other contracts between the Department and PAS program grant recipients;

Now, Therefore, Be It Resolved: 1. If Contra Costa County receives a grant of PAS program funds from the Department pursuant to the above referenced PAS program NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PAS program, as well as any and all contracts Contra Costa County may have with the Department. 2. Contra Costa County is hereby authorized and directed to receive a PAS program grant, in an amount not to exceed \$200,000 in accordance with all applicable rules and laws. 3. Contra Costa County hereby agrees to use the PAS program funds for eligible activities as approved by the Department and in accordance with all program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between Contra Costa County and the Department. 4. Health, Housing & Homeless Services Director, and/or designee, is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the PAS program or the PAS program grant awarded to Contra Costa County, as the Department and County Counsel may deem appropriate.

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

**ATTESTED: March 29, 2022**

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

**Contact: Christy Saxton, 925-608-6700**

By: , Deputy

**cc:** Leslie A Walker, M Wilhelm



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

**Subject:** Contract #23-679-1 with The Permanente Medical Group, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-679-1 with The Permanente Medical Group, Inc., a corporation, in an amount not to exceed \$750,000, to provide a qualified person to act as the Emergency Medical Services (EMS) Medical Director as requested by the EMS Medical Director, for the period from April 1, 2022 through March 31, 2025.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$750,000 over a three-year period and will be funded by 100% Measure H Funding. (No rate increase)

**BACKGROUND:**

The contractor will provide oversight of the County’s EMS including modification and development of treatment algorithms for first responder and transport agencies, emergency medical dispatch (EMD), EMS systems of care (stroke, stemi, trauma, cardiac arrest, children), and quality data systems and metrics. The contractor will also act as the liaison with trauma base station medical director and trauma program leads at the John Muir Medical Center Walnut Creek and provide quality review of case reports made to the EMS agency. The County has been contracting with The Permanente Medical Group, Inc. since April 1, 2020.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Marshall Bennet, 925-608-5454

By: , Deputy

BACKGROUND: (CONT'D)

On April 14, 2020 the Board of Supervisors approved Contract #23-679 with The Permanente Medical Group, Inc. in an amount not to exceed \$750,000 to provide a qualified person with an unrestricted California Physician license to act as the EMS Medical Director to provide oversight of the EMS systems of care, EMS Quality Data Systems and Metrics and Emergency Medical Dispatch Unit as requested by the EMS Medical Director for the period April 1, 2020 through March 31, 2022.

Approval of Contract #23-679-1 will allow contractor to continue to provide an EMS Medical Director through March 31, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, EMS will not receive the necessary oversight of the EMS system.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Contract #77-123-2 with Behavioral Health Works, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of County Contract #77-123-2 with Behavioral Health Works, Inc., a corporation, in an amount not to exceed \$375,000, to provide home health care and hospice services for Contra Costa Health Plan (CCHP) members, for the period from March 1, 2022 through February 28, 2025.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$375,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (Rate increase)

**BACKGROUND:**

CCHP has an obligation to provide certain specialized home health care and hospice services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Members are provided with applicable services when authorized by CCHP, including, but not limited to: physical and speech therapy, home health aides, medical social services and social worker services.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy

cc: K Cyr, M Wilhelm



BACKGROUND: (CONT'D)

On February 25, 2020, the Board of Supervisors Contract #77-123-1 with Behavioral Health Works, Inc. in an amount not to exceed \$550,000 for the provision of home health care and hospice services for CCHP members, for the period March 1, 2020 through February 28, 2022.

Approval of Contract #77-123-2 will allow the contractor to continue to provide home health care and hospice services through February 28, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized home health care and hospice services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Diana Becton, District Attorney  
Date: March 29, 2022

**Subject:** Interagency Agreement with City of Pittsburg (DOJ-BJA)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the District Attorney, or designee, to execute an Interagency Agreement with the City of Pittsburg, in an amount not to exceed \$156,663 to provide a Police Officer assigned as a Cold Case DNA Detective for the period August 1, 2021 through August 1, 2024.

**FISCAL IMPACT:**

100% federal grant funding from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA).

**BACKGROUND:**

The Contra Costa District Attorney’s Office (applicant) together with the Pittsburg Police Department (subrecipient) was awarded a grant by the U.S Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) to prosecute violent crime cold cases. The grant funds will be used to investigate and prosecute violent crime cold cases where suspect DNA has been identified. Work funded through this grant will assist victims of crime and next of kin in an effort to bring closure in unsolved violent crime cold cases.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Jason Chan, (925) 957-2234

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Under this agreement with the City of Pittsburg, one (1) police officer will be assigned as a DNA Cold Case detective.

CONSEQUENCE OF NEGATIVE ACTION:

Without this contract, the work of the DNA Cold Case detective will not be completed.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Contract #72-124-4 with Ride Roundtrip, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Extension Agreement #72-124-4 with Ride Roundtrip, Inc., a corporation, effective January 1, 2022, to amend Contract #72-124-3 to change the payment rates, increase the payment limit by \$7,450,000, from \$3,050,000 to a new payment limit of \$10,500,000, and clarify the term includes successive 1 year period renewals, for a hosted software portal for transportation coordination, scheduling, and dispatch for Medi-Cal patients.

**FISCAL IMPACT:**

Approval of this amendment will result in additional expenditures of up to \$7,450,000 and will be funded by 100% State Department of Health Care Services allocations. (Rate increase)

**BACKGROUND:**

The Health Services Department's Public Health Division provides social service case management to Medi-Cal patients who are identified as high utilizers who need additional services to improve their health outcomes. The County began contracting with this vendor in 2019 because transportation is a significant need for these patients. These services allow County personnel access to arrange rides for these patients via a web-based transportation booking portal. Usage of these services has increased exponentially due to COVID-19 testing and vaccination efforts.

On March 19, 2019, the Board of Supervisors approved contract #72-124 with Ride Roundtrip in the amount of \$800,000 for the provision of electronic services to schedule and provide transportation to patients including interfacing with the County's Electronic Health Record System for the period January 1, 2019, through December 31, 2020.

On December 8, 2020, the Board of Supervisors approved contract amendment/extension agreement #72-124-1 to increase the payment limit by \$1,000,000 to a new payment limit of \$1,800,000, to extend the term from December 31, 2020, to December 31, 2021, and to reflect the continued provision of the Monthly Subscription System Access services.

On April 27, 2021, the Board of Supervisors approved contract amendment/extension agreement #72-124-2 to increase the payment limit by \$1,100,000 to a new payment limit of \$2,900,000 for additional hosted software portal services for transportation coordination, scheduling, and dispatch for Medi-Cal patients with no change in the term through December 31, 2021.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Ori Tzivieli, MD 925-608-5267

By: , Deputy

On December 14, 2021, the Board of Supervisors approved contract amendment/extension agreement #72-124-3 to increase the payment limit by \$150,000 to a new payment limit of \$3,050,000 for increased usage of hosted software portal services for transportation coordination, scheduling, and dispatch for Medi-Cal patients with no change in the term through December 31, 2021. Though not noted in prior recommendations to the Board, a section of this contract contains term language of successive one (1) year period renewals unless terminated by either party with sixty (60) day notice.

BACKGROUND: (CONT'D)

Approval of Contract Amendment/Extension Agreement #72-124-4 will allow the contractor to continue providing software portal services, and allow the department to clarify the successive one year period renewal contract term.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Health Services Department's Public Health Division will not have access to these services, which would have a negative impact on the health outcomes of these patients.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

**Subject:** Contract #23-324-20 with Toyon Associates, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-324-20 with Toyon Associates, Inc., a corporation, in an amount not to exceed \$450,000 to provide consultation and technical assistance on healthcare financial issues, including Medicare and Medi-Cal auditing and reporting, for the period from January 1, 2022 through December 31, 2023.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted expenditures of up to \$450,000 over a two-year period and will be funded 100% by Hospital Enterprise I funds. (No rate increase).

**BACKGROUND:**

On January 9, 2018, the Board of Supervisors approved Contract #23-324-18 with Toyon Associates, Inc., in an amount not to exceed \$250,000, to provide consultation and technical assistance regarding Medicare and Medi-Cal Auditing and Reporting, including technical research and advice, for the period from January 1, 2020 through December 31, 2021.

On April 20, 2021, the Board of Supervisors approved Amendment Agreement #23-324-19 with Toyon Associates, Inc, to increase the payment limit by \$200,000 to a new total of \$450,000 with no change in the original term.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Patrick Godley, 925-957-5405

By: , Deputy

BACKGROUND: (CONT'D)

Approval of Contract #23-324-20 will allow the contractor to continue providing services through December 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the hospital will be unable to complete required Medicare & Medi-Cal cost reports and will be unable to run interim cost reports to ensure that expected revenues are within the funding range included in the annual adopted budget.

ATTACHMENTS





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 29, 2022

**Subject:** APPROVE and AUTHORIZE Amendment No. 2 to Consulting Services Agreement with Perkins Eastman D.P.C.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Perkins Eastman Architects D.P.C., effective March 29, 2022, to extend the term from June 26, 2022 through June 26, 2023 and increase the payment limit by \$500,000 to a new payment limit of \$2,000,000, to provide as-needed architectural services for various facilities projects.

**FISCAL IMPACT:**

Projects will be assigned to the as-needed architect when there is an approved project and funding. (100% Various Funds)

**BACKGROUND:**

On June 26, 2018, the Board of Supervisors approved an as-needed Consulting Services Agreement with Perkins Eastman Architects D.P.C., in the amount of \$750,000.

On August 4, 2020, the Board of Supervisors approved Amendment No. 1 to increase the pay limit by \$750,000 to a new pay limit of 1,500,000 and to extend the term one year.

Perkins Eastman Architects D.P.C. is familiar with the County's active projects, and the design

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Ramesh Kanzaria, 925-957-2480

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and construction of typical building types.

If Amendment No. 2 is approved, Perkins Eastman Architects D.P.C. will continue to provide architectural services, such as programming, design and construction administration. The type, size and location of projects vary. Typical projects may include new construction, building renovations/modernizations, remodeling of an entire building or specific areas within a building, tenant improvements and deferred maintenance projects. Projects may also include fire district building projects. Extending this as-needed contract will allow the design phase to commence sooner and provide for a shorter project completion schedule of projects. Therefore, it is recommended that the contract amendment be awarded at this time.

CONSEQUENCE OF NEGATIVE ACTION:

If Amendment No. 2 is not approved, projects currently in process will be delayed, which will ultimately result in higher project costs.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Contract #74-462-10 with Brain Health Professional Services, P.C.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-462-10 with Brain Health Professional Services, P.C., a corporation, in an amount not to exceed \$319,488, to provide outpatient psychiatric care services to mentally ill older adults in Central Contra Costa County, for the period from May 1, 2022 through April 30, 2023.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted expenditures of up to \$319,488 and will be funded 100% by Mental Health Services Act Funds.

**BACKGROUND:**

This contract meets the social needs of the County's population by providing psychiatric services for mentally ill older adults in Contra Costa County. The contractor has been providing these services since May 1, 2013.

On March 23, 2021, the Board of Supervisors approved Contract #74-462-9 with Brain Health Professional Services, P.C., in the amount of \$319,488 to provide outpatient psychiatric care to older mentally ill adults in Central Contra Costa County, for the period from May 1, 2021 through April 30, 2022.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Suzanne Tavano, Ph.D,  
925-957-5169

By: , Deputy

cc: Alaina Floyd, marcy.wilham

BACKGROUND: (CONT'D)

Approval of Contract #74-462-10 will allow contractor to continue providing psychiatric services through April 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's clients will not have access to this contractor's psychiatric care services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Cooperative Agreement #23-748 with Central Contra Costa Transit Authority

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Cooperative Agreement #23-748 with Central Contra Costa Transit Authority (CCCTA), a government agency, in an amount not to exceed \$199,000 for transportation services for certain individuals with COVID-19 or certain exposures to COVID-19, for the period from March 1, 2022 through February 28, 2025.

**FISCAL IMPACT:**

Approval will result in contractual expenditures of up to \$199,000 over a three-year period and will be funded 100% by the American Rescue Plan Act revenues or other state and federal emergency funding sources.

**BACKGROUND:**

On March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California as a result of the COVID-19 outbreak. To assist in its response to the COVID-19 outbreak, the County desires to retain CCCTA services to provide transportation to individuals who have: 1) tested positive for COVID-19; or 2) are under investigation for COVID-19 exposure or have a heightened risk of exposure, for trips deemed necessary as part of the County's response to the COVID-19 outreach.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 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)

Approval of this new Cooperative Agreement #23-748 will allow the contractor to provide transportation services upon request by the County, through February 28, 2025. This agreement includes mutual indemnification.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Purchase Order for Microsoft Corporation for Renewal of Unified Support

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to execute a Purchase Order with Microsoft Corporation in an amount not to exceed \$315,694 and a Microsoft Enterprise Work Order for Microsoft’s Unified Support for licensed products, for the period from January 20, 2022 through January 19, 2023.

**FISCAL IMPACT:**

Approval of this purchase order will result in annual expenditures of up to \$315,694 and will be funded 100% by the Hospital Enterprise Fund I revenues.

**BACKGROUND:**

The County Health Services Department uses the Unified Support from Microsoft for advanced support on all Microsoft licenses on the Enterprise Agreement. This is an annual renewal for software support since 2019. Unified provides advanced support, faster response times, automatic escalations, and a dedicated account manager to assist in recovery solutions. This service also includes proactive support engagements for building out ad-hoc solutions and upgrades.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Nick Hammel 925-326-7464

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to renew will result in drastically increased resolution times, decreased solution flexibility, and an overall reduction in resolution resources.

ATTACHMENTS





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Marsh, Interim Employment and Human Services Director  
Date: March 29, 2022

**Subject:** Contract Award Recommendations from EHSD on behalf of the Family and Children’s Trust Committee

---

**RECOMMENDATION(S):**

1. CONSIDER the contract award recommendations from staff of the Employment and Human Services Department with input in the form of ratings and review by some members of the Family and Children’s Trust (FACT) Committee, resulting from Request for Proposal 1181.
2. AWARD eight contracts resulting from the Family and Children’s Trust Committee Request for Proposal 1181, with Counseling Options and Parent Education (C.O.P.E.) Family Support Center, Ujima Family Recovery Services, Contra Costa Interfaith Housing (dba Hope Solutions), STAND! For Families Free of Violence, Mt. Diablo Unified School District/Crossroads High School, Bay Area Crisis Nursery, Child Abuse Prevention Council of Contra Costa County, and Bay Area Community Resources.
3. AUTHORIZE the Employment and Human Services Director, or designee, to negotiate the contracts with the foregoing parties, each in an amount not to exceed \$80,000 to provide child abuse prevention and intervention services, for the period August 1, 2022 through June 30, 2023.

**FISCAL IMPACT:**

The contracts have an aggregate cost of \$640,000 for FY 22/23 and are funded by 45% CAPIT 2011 Realignment (Child Abuse Prevention, Intervention and Treatment), 33% County Children’s Trust, 12% Ann Adler Donations, and 10% Federal CBCAP (Community-Based Child Abuse Prevention).

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

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Laura Pacheco (925) 608-4963

By: , Deputy

FISCAL IMPACT: (CONT'D)

BACKGROUND:

The [Family and Children’s Trust \(FACT\) Committee](#) was established in 1985 by the Contra Costa County Board of Supervisors to make funding recommendations on the allocation of a variety of funds for prevention and intervention services to reduce child abuse and neglect, provide supportive services to families and children, and promote a more coordinated, seamless system of services for families. Funding for FACT supported projects derive from federal and state program legislation and donations to the County FACT fund.

At the September 27, 2021 FACT Committee Special Meeting, the FACT Committee voted and approved release of the FACT Request for Proposal (RFP) 1181 which was solicited through an open bid process. Under normal circumstances and according to the FACT bylaws, the FACT Committee would complete the RFP Proposal evaluations for each proposal response received, review and discuss the evaluation scoring in an open FACT evaluation meeting, and vote and approve the final funding recommendations to the Board of Supervisors to be put forth to contracts.

Unfortunately, due to unexpected vacancies, the FACT Committee does not currently maintain a voting quorum and has two members that have been excused from the current RFP evaluation and discussion process due to conflict of interest. As a result, the FACT Committee was not able to finalize the RFP process nor schedule as originally planned. In absence of a voting quorum, to avoid further delay in the RFP schedule and ensure the community based organizations and the youth/families receiving services do not experience a potential lapse in service, alternate options to award and fund the resulting CBOs was requested and approved through the County Administrator's Office. As a result, EHSD requests the Board of Supervisors approve the FACT RFP 1181 awards absent a recommendation from the FACT Committee, but based on FACT Committee member proposal scoring evaluations and resulting EHSD staff recommendation.

RFP Process: EHSD Children and Family Services administers the FACT program in collaboration with the FACT Committee. The FACT Committee leveraged available and current Contra Costa County needs assessment data, reports and literature to identify the RFP funding priorities to support the prevention of child abuse and/or neglect, or children at risk of abuse or neglect and to provide supportive services to their families through the support of prevention and intervention programs in the community during this RFP cycle. *See Attachment A.*

The RFP was published and announced on November 11, 2021, a Bidder’s Conference was held on November 29, 2021 and responses were due no later than December 22, 2021. A total of nine (9) proposal responses were received in response to the RFP, and each supported the requested funding priorities.

Six (6) of the eight (8) FACT Committee members reviewed, evaluated and scored the nine (9) proposal responses. EHSD staff to FACT compiled the individual evaluation results and ranked the proposal respondents 1 to 9 based on overall average score (highest – 1 to lowest - 9). *See Attachment B.*

After review, evaluation, scoring and ranking of the nine (9) proposals submitted, the following eight (8) agencies are recommended for funding. The ninth proposal with the lowest score is not recommended for funding.

1. Child Abuse Prevention Council of Contra Costa County – Nurturing Parent Program
2. UJIMA Family Recovery Services – Family Wellness Program
3. Mt. Diablo Unified School District / Crossroads High School – Pregnant & Parenting Teen Education (CBCAP)
4. Contra Costa Interfaith Housing, dba Hope Solutions – Clinical and Academic Support Services for Homeless and Poverty Impacted Families
5. Bay Area Crisis Nursery – Crisis Nursery Services
6. STAND! For Families Free of Violence – Breaking the Cycle
7. Bay Area Community Resources – Promoting Family Resiliency and Wellness
8. C.O.P.E. Family Support Center – Supporting Father Involvement

CONSEQUENCE OF NEGATIVE ACTION:

Funding for prevention and intervention services to abused and neglected children, and children at risk of abuse or neglect and their families could not be provided to community based organizations, thereby eliminating program support by FACT dollars, which in turn puts State related FACT funding (CAPIT and CBCAP) at risk for future allocation.

CHILDREN'S IMPACT STATEMENT:

Contracts resulting from the RFP will support 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 mitigating the occurrence of child abuse and neglect, and providing support services and guidance to strengthen the family unit.

ATTACHMENTS

Request for Proposal 1181

FACT RFP 1181 Recommended Award Matrix



# CONTRA COSTA COUNTY

## FAMILY AND CHILDREN'S TRUST REQUEST FOR PROPOSAL (RFP) 1181

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The Contra Costa County Employment and Human Services Department (EHSD) Family and Children's Trust (FACT) Committee is pleased to announce issuance of Request for Proposal (RFP) 1181 for Ann Adler Family and Children's Trust Funds, Child Abuse Prevention, Intervention and Treatment Program (CAPIT) Funds (AB 1733 Chapter 1398, Statutes of 1982), County Children's Trust Fund (AB 2994 Chapter 1399, Statutes of 1982), and Community-Based Child Abuse Prevention (CBCAP) Funds, seeking qualified community-based, non-profit organizations to deliver programs and services supporting the prevention of child abuse and/or neglect, or to serve abused and neglected children, or children at risk of abuse or neglect and to provide supportive services to their families. Through the support of prevention and intervention programs in the community, the county seeks to protect children, stabilize families, break the generational cycle of violence and promote and maintain healthy and productive family and community environments.

This RFP is a process by which the County solicits responses to build a list of qualified individuals/agencies that may be selected to enter into a contract with the County.

***Please read this entire packet carefully.***

**Interested parties are invited to attend the  
Recommended Bidders' Conference Webinar  
Scheduled for  
Monday, November 29, 2021  
Time: 10:00 a.m. to 12:00 p.m.**

Attendance at the Bidders' Conference is not required for a proposal to be considered. Bidders' Conference attendance is virtual via the EHSD RFP 1181 FACT Child Abuse Prevention Services Program Webinar. Agencies interested in attending the Bidders' Conference Webinar may RSVP to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us).

Final proposal submission will be due  
by 5:00 p.m. on Wednesday, December 22, 2021

Call the Employment and Human Services Department, Contracts Unit  
at (925) 608-4969 with any questions about the process for this RFP.

Thank you in advance for your effort in preparing your response.



## **TABLE OF CONTENTS**

SECTION 1: LEGAL NOTICE.....	3
SECTION 2: RFP 1181 TIMELINE .....	4
SECTION 3: RFP INTRODUCTION AND INFORMATION .....	6
3.1 Solicitation.....	6
3.2 Qualified Bidders.....	7
3.3 Estimated Funding .....	7
3.4 Bidders' Conference.....	8
3.5 Ex Parte Communication .....	9
3.6 Right to Amend or Cancel .....	9
3.7 Restriction and Disclosure .....	9
SECTION 4: PROGRAM DESCRIPTION .....	11
4.1 General .....	11
4.2 Target Population.....	12
4.3 Funding Priorities .....	13
4.4 Program Monitoring and Evaluation .....	14
SECTION 5: REQUIRED PROPOSAL FORMAT .....	17
5.1 General Submittal Requirements .....	17
5.2 Formatting Requirements.....	18
5.3 Required Documents .....	19
5.4 Proposal Outline and Content .....	19
5.5 Proposal Submission Checklist.....	26
SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD .....	27
6.1 Evaluation Process and Scoring .....	27
6.2 Scoring Methodology .....	28
6.3 Appeals Process .....	28
6.4 Contract Award and Negotiations.....	29
6.5 Contract Terms and Litigation Warranty.....	30
SECTION 7: REQUIRED FORMS and Addendums .....	31
7.1 Addendum I: Proposal Cover Statement.....	32
7.2 Addendum II: Bidder's Statement of Qualifications .....	33
7.3 Addendum III: Scope of Work .....	35
7.4 Addendum IV: Service Estimates Instructions.....	36
7.4 (Cont.) Addendum IV: Service Estimate Form .....	37
7.5 Addendum V: Demographics of Service Population.....	38
7.6 Addendum VI: Evaluation Plan.....	39
7.7 Addendum VII: Program Budget .....	40
7.8 Addendum VIII: Budget Instructions.....	42
7.9 Addendum IX: Memorandum of Agreement/Understanding Outline (sample).....	44
7.10 Addendum X: Board of Directors.....	45
7.11 Addendum XI: Contracts and Grants Report.....	46
7.12 Addendum XII: General Conditions.....	48
7.13 Addendum XIII: OCAP's Service Activity and Funding Stream Touchpoint Template (sample).....	57
7.14 Addendum XIV: Protective Factors Guidelines .....	66



## SECTION 1: LEGAL NOTICE

### REQUEST FOR PROPOSAL 1181

### FAMILY AND CHILDREN'S TRUST

The Contra Costa County Employment and Human Services Department (EHSD) and Family and Children's Trust Committee (FACT) is pleased to announce Request for Proposal (RFP) 1181 for the Ann Adler Family and Children's Trust Funds, Child Abuse Prevention, Intervention and Treatment Program (CAPIT) Funds (AB 1733 Chapter 1398, Statutes of 1982), County Children's Trust Fund (AB 2994 Chapter 1399, Statutes of 1982), and Community-Based Child Abuse Prevention (CBCAP) Funds, for family and child support services. FACT is seeking qualified community-based, non-profit organizations to deliver programs and services supporting the prevention of child abuse and/or neglect, or to serve abused and neglected children, or children at risk of abuse or neglect and to provide supportive services to their families. Through the support of prevention and intervention programs in the community, the county seeks to protect children, stabilize families, break the generational cycle of violence and promote and maintain healthy and productive family and community environments.

Total amount of program funding is estimated at \$700,000 for the period July 1, 2022 through June 30, 2023. The maximum award for any one prevention or intervention services project to a single agency **shall not exceed \$80,000 for the twelve (12) month contract year**. Funding includes local, state and federal dollars.

The County has the ability to award successful Bidder(s) a twelve (12)-month contract with the possibility of contract renewal and/or contract extension granted based upon the availability of funds, compliance with requirements, provision of quality performance and services and the achievement of successful outcomes.

A Recommended Bidders' Conference Webinar is scheduled for Monday, November 29, 2021, from 10:00 a.m. to 12:00 p.m. Attendance at the Bidders' Conference Webinar is not required for a proposal to be considered.

Bidders' Proposals are due by 5:00 p.m., Wednesday, December 22, 2021, without exception. For complete RFP details, Webinar registration instructions and submission requirements, a copy of the RFP is available on the EHSD website: [www.ehsd.org/rfps](http://www.ehsd.org/rfps) or by calling (925) 608-4969.



**SECTION 2: RFP 1181 TIMELINE**

<b>Event/Location</b>	<b>Date</b>
RFP Published & Announced	November 11 – 13, 2021
Recommended Bidder’s Conference Webinar	Monday, November 29, 2021 Time: 10:00 a.m. – 12:00 p.m.
Response to RFP Due	Wednesday, December 22, 2021 by 5:00 p.m.
EHSD Compliance Evaluation	December 27 - 29, 2021
EHSD Fiscal Evaluation	December 30, 2021 – January 12, 2022
FACT Committee Review & Evaluation	January 13 – February 2, 2022
Proposal Review/Funding Recommendations Meeting via Webinar	Monday, February 7, 2022 Time: 9:30 a.m. – 11:30 a.m.
FACT Award Notification Letter(s) Sent	Wednesday, February 9, 2022
Appeal Period (10 business days)	February 10 – 24, 2022
Contract Processing	February – April 2022
Board of Supervisors’ Authorization	May 2022
Contract Start Date	July 1, 2022

All dates are subject to change as deemed in the best interest of EHSD.

Contact (RFP Process only): EHSD Contracts Unit  
 Contact Phone: (925) 608-4969 Contact Fax: (925) 313-1517  
 Contact Email: [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us)  
 Bidders Conference Webinar: Monday, November 29, 2021, 10:00 am – 12:00 pm

**To attend Bidders’ Conference via RFP 1181 FACT Webinar:**

Please register for EHSD RFP 1181 Bidders’ Conference at the following website address: <https://attendee.gotowebinar.com/register/2715689685857481997>

After registering, you will receive a confirmation email containing information about joining the webinar.



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

Please have a copy of the RFP with you when joining the Webinar.

All attendees will be in listen mode only.

You can register at any time. Upon the registration approval, you can test your system in advance. You will need a sound enabled PC to hear the discussion. All questions will be entered via the keyboard.

If you have problems logging in, please contact the support page at [www.gotowebinar.com](http://www.gotowebinar.com).

If you have not used a GoToMeeting or GoToWebinar before, access a 4-1/2 minute YouTube video that can help guide you.

<https://www.youtube.com/watch?v=IQ3Xwwgbd8Y&t=5s>

Remember to use your computer audio for access during the webinar.



### SECTION 3: RFP INTRODUCTION AND INFORMATION

#### 3.1 Solicitation

The Contra Costa County Employment and Human Services Department (EHSD) on behalf of The Family and Children's Trust (FACT) Committee is seeking proposals resulting from this Request for Proposal (RFP), from qualified nonprofit agencies to deliver services and programs to prevent child abuse and neglect or to serve abused and neglected children, or children at risk of abuse or neglect and to provide supportive services to their families. Through the support of prevention and intervention programs in the community, the County seeks to protect children, stabilize families, break the generational cycle of violence, and promote and maintain healthy and productive family and community environments.

The FACT Committee, an advisory body of appointed community volunteers, was created by the Board of Supervisors in 1982, is responsible for the following:

- identify priority service needs,
- establish priorities for funding,
- review and rate submitted proposals, and,
- recommend successful bidders for contract award to the EHSD Director and the Board of Supervisors, including the level of funding for each contract.

EHSD has the responsibility for administering this RFP and the related contracting and fiscal policies and procedures.

Throughout the next funding cycle, FACT will make targeted recommendations to improve the systems and services for abused and neglected children and their families and to support and develop services to prevent child abuse and neglect in Contra Costa County. These investments will be granted through this RFP process. If additional funds become available during this funding cycle other investments, including, but not limited to, enhancement of existing programs, may be undertaken based on specific needs and opportunities identified by the FACT Committee.

The specific strategies and priorities for services included in this RFP were identified through a needs assessment process conducted by the FACT Committee, which leveraged available and current needs assessment data and literature. The selected services were determined to be of the highest priority and have the greatest degree of potential for success in preventing and ameliorating child abuse and neglect in the County.

Successful bidders awarded funding under this RFP are expected to enter into a standard Contra Costa County Purchase of Service contract for the period July 1, 2022 through June 30, 2023. Contractors may receive the opportunity for renewal for two (2) subsequent twelve (12) month cycles through June 30, 2025. However, the subsequent





effective date of the renewed contract and the funding amount is dependent upon the availability of funds at the time the agreement is to go into effect and achievement of outcomes during the current contract period.

This RFP includes a schedule for proposal procedures and deadlines, describes the services required, provides instructions and forms for the preparation and submittal of the proposal, outlines the review process, and contains administrative and program information useful to prospective bidders.

### 3.2 Qualified Bidders

To be eligible to bid on this RFP, a bidder must be a **private, non-profit agency, tax exempt under IRS ruling 501(c)(3)**. Limited funding is available for public educational institutions and high school districts. Any other public entity (i.e. Police/Sheriff/Fire/Health Department(s), etc.) wishing to respond to this RFP may do so, but only in association with a 501(c)(3) organization that will serve as the **lead agency** and assume responsibility for the contract and the delivery of specified services.

**Significant** priority will be given to proposals received from organizations domiciled in Contra Costa County, and to organizations outside of Contra Costa County that can provide proof that the majority of its clients, directors and/or volunteers reside in the County.

Qualified bidders must demonstrate:

- Adequate controls and personnel to provide the program services requested within this RFP.
- A capacity for collaboration and interagency coordination.
- Attest to their qualifications on Addendum II, Bidders' Statement of Qualifications (see Section 7.2, Forms and Addendums).

### 3.3 Estimated Funding

Total amount of program funding is estimated at \$700,000 for the period July 1, 2022 through June 30, 2023. The maximum award for any one prevention or intervention services project to a single agency **shall not exceed \$80,000 for the twelve (12) month contract year**. The federal portion of the overall funding is estimated at \$40,000.

Joint proposals from two or more agencies that promote collaboration and cooperation among providers serving the same clients are strongly encouraged. While there is no stated limit to the amount awarded for a collaborative proposal, FACT would anticipate



that some cost savings would accrue through agency collaboration. The total award amount for a collaboration proposal will be determined by the Committee and based on the number of agencies involved, the budget requested and their relative level of participation.

These funds derive from contributions to the County's Family and Children's Trust Fund in memory of Ann Adler, dedicated child advocate; State Office of Child Abuse Prevention Funds (Child Abuse Prevention, Intervention and Treatment Program Funds, (CAPIT), AB 1733 Chapter 1398, Statutes of 1982, Community-Based Child Abuse Prevention Funds (CBCAP)), and the County Children's Trust Fund (AB 2994 Chapter 1399, Statutes of 1982). **The largest share of these monies is allocated for the support of prevention and early intervention services to abused and neglected children, or to children at risk of abuse and neglect and their families.**

For the proposed project to be supported, no contract staff, paid or volunteer, who has been convicted or been arrested and is currently released on bail or is on his/her own recognizance pending trial for any sex crimes, drug crimes, or crimes of violence may knowingly be employed by the proposed project.

The Office of Child Abuse Prevention (OCAP) within the California Department of Social Services (CDSS) requires the following:

- That funds received will supplement, not supplant, other state and local funds and services.
- That anyone who has or will be awarded funds has not been suspended or debarred from participation in an affected program.
- Reports that include, but are not limited to, outreach activities, unduplicated participant race/ethnicity, unduplicated participant service counts, and measureable outcomes achieved.
- That agencies funded shall demonstrate the existence of a **10 percent cash or in-kind match**, other than funding provided by the State Department of Social Services.

The County has the ability to award selected agencies an initial twelve (12) month contract with the possibility of contract renewal in Fiscal Year (FY) 2023/2024 and 2024/2025 and/or contract extension granted based upon the availability of funds, compliance with requirements, provision of quality performance and services and the achievement of successful outcomes. EHSD will administer these funds.

### 3.4 Bidders' Conference



A recommended Bidders' Conference for prospective bidders will be held on Monday, November 29, 2021, from 10:00 a.m. to 12:00 p.m. Bidders' Conference attendance is virtual via the EHSD RFP 1181 FACT Webinar.

The purpose of the Bidders' Conference is to clarify the contents of this RFP and the RFP process. Such clarifications may aid potential bidders in deciding whether to submit proposals. It is not intended to provide technical assistance to individual bidders on how to prepare their proposal responses. **Interested bidders are requested to RSVP via email to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us).**

Questions formulated prior to the Bidders' Conference can be submitted to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) and if possible will be answered at the Bidders' Conference. All questions submitted prior to and at the Bidders' Conference will be provided via email with corresponding answers to all attendees. **No programmatic questions will be responded to after the close of the Bidders' Conference.** After the close of the Bidders' Conference, all questions regarding the RFP process should be sent to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us).

### 3.5 Ex Parte Communication

EHSD will enforce the prohibition on *ex-parte* communication during this RFP process. The *ex-parte* communication restricts RFP bidders from contacting members of the FACT Committee, EHSD Staff, and/or Children and Family Services (CFS) Bureau Staff to provide information regarding this RFP to any Bidder.

### 3.6 Right to Amend or Cancel

EHSD reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. EHSD also reserves the right to modify the RFP process and timeline as is deemed necessary. This RFP does not commit EHSD to accept any proposal, nor is EHSD responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

EHSD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award contracts in whole or in part as is deemed to be in the best interest of EHSD.

### 3.7 Restriction and Disclosure

Any information deemed confidential or proprietary by the Bidder must be clearly marked and identified by the Bidder as such and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that EHSD is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

EHSD will not notify Bidder of requests for release of information or that EHSD released data unless EHSD receives a request for information previously marked and identified by Bidder as confidential or proprietary. If EHSD receives a request for release of such previously marked and identified confidential or proprietary information, EHSD will notify Bidder of such request to allow Bidder to challenge such request consistent with applicable law.



## SECTION 4: PROGRAM DESCRIPTION

### 4.1 General

Children of families challenged with mental health issues, substance abuse, a history of abuse and neglect and/or poverty are more likely to enter the child welfare systems. In addition, national and state data reveal that children in low socioeconomic status families are seven times more likely to experience neglect, five times more likely to experience abuse and forty times more likely to enter child welfare systems than middle income families. Nearly  $\frac{3}{4}$  of those children who are of a low socioeconomic status are children of color. The FACT Committee is committed to assisting to ameliorate these disparity challenges and address factors that contribute to child abuse and neglect in Contra Costa County.

The FACT Committee has identified specific guiding principles that are required of programs supported by the FACT Committee funds and that will be considered in the review of all program proposals, irrespective of the services proposed. The FACT Committee activities and funding strategies are informed by the following guiding priorities:

- **Promoting Strengths-Based Approaches:** Maltreatment has a profound impact on children. Adverse Childhood Experiences (ACE) shape the child's development and health both immediately and across a lifetime. The ACES Study findings suggest that adverse childhood experiences are major risk factors for the leading causes of illness, disability and death, as well as poor quality of life in the United States. Progress in preventing and recovering from the nation's worst health and social problems will benefit from the understanding that many of these problems arise as a consequence of adverse childhood experiences. Adults, particularly families, can be the lever for both prevention and amelioration of child maltreatment. The FACT Committee takes the position that resilient families, with knowledge of parenting and resources to meet their basic needs, are better equipped to address life's challenges and adversity in ways that also protect children. The FACT Committee promotes the incorporation of utilizing trauma informed service and family strengthening approaches, as essential prevention strategies.
- **Engaging and Empowering Parents:** Engagement of at-risk, marginalized and/or under-served parents is crucial to any significant change in child abuse and neglect rates. Parents are not only the beneficiaries of prevention-focused services but are critical stakeholders. Parent input is also essential to inform statewide prevention efforts.
- **Cultural Responsiveness and Relevance:** California is enriched with a culturally diverse population. Implicit culturally responsive practices and policies will be integrated in activities supported by the FACT Committee. Cultural



appropriateness is being defined as the direct involvement of staff members who have an in-depth knowledge of, and sensitivity to, the customs and values of families with diverse cultural identities stemming from race, structure, ethnicity, or heritage. Programs will take into account other barriers to services for families and provide ancillary services that facilitate access to programs (location, transportation, hours of operation, availability of childcare, etc.)

- **Effective, Data-Driven Approaches:** The FACT Committee will promote the use of evidence-based practices and policies whenever possible. It is expected that all prevention approaches advocated by the FACT Committee are the best available evidence and, at a minimum, are data-informed, implemented with fidelity and employ high-quality assessment strategies to monitor outcomes.
- **Building Prevention Partnerships and Collaboration:** The prevention of child abuse and neglect is the responsibility of all. A priority task will be the cultivation and development of effective collaborations to prevent child maltreatment. Joint proposals from two or more agencies that promote collaboration and cooperation among providers serving the same clients are strongly encouraged. Wraparound programs leverage a strength based, team approach to maximize resources for a greater return on investment, providing greater impact and stewardship or resources.

#### **4.2 Target Population**

**Racial Equality:** Priority will be given to organizations providing a methodology to reduce the gap for children of color (including but not limited to, African American, Native American/Indigenous, LatinX, as well as specific groups of Asian and Pacific Islander), and families who come to the attention of child welfare systems to ensure race does not predict success and to improve access to tools to reduce child neglect and abuse. FACT Committee will evaluate the organization's experience and expertise with respect to racial equity. Provide information describing your approach to developing racial equity capacity (e.g., facilitation process, training, etc.), your understanding and experience regarding racial equity frameworks, your understanding of the intersection of racial equity, child welfare and early childhood development and historical data evidencing the organization's commitment to closing this gap.

Priority funding will focus on prevention strategies to address the needs of the target population:

- Over-representation in child welfare systems
- Child neglect
- At-risk infants and children
- Vulnerable families with a history of mental illness, substance abuse or a history of abuse and neglect



### 4.3 Funding Priorities

*All programs must support culturally and linguistically appropriate services. All programs must provide services to the target population, including, families involved with/or at risk of becoming involved with child welfare. All programs must demonstrate that the specific program proposed incorporates specific components of the Center for the Study of Social Policy's (CSSP)'s Protective and Promotive Family Framework (Addendum XIV). All programs must provide education and training about services funded by the FACT Committee to the broader community through general knowledge sharing and executive director training workshops through webinars and/or other outreach approach.*

Proposals are requested in response to RFP #1181. All proposals must address one or more of the following priorities:

- **Parenting Education Services** including information and referral support services that focus on teaching new skills and knowledge to at-risk parents, families and individuals which include one or more of the following constructs:
  - Inclusion of education pertaining to systemic generational trauma as a means to halt the cycle of transgenerational emotional abuse/trauma, and/or,
  - Assessment of knowledge gained by the parent as a result of the education provided and/or,
  - Child growth and development with a focus on parental attitudes and satisfaction, parental communication, children's behavior and effective discipline techniques, and/or,
  - Locating programs which emphasize educational and enrichment services, and/or,
  - Bullying/gang violence awareness and prevention.
- **Support for Children with Special Needs and/or Mental Health Needs and Their Families** that focus on one or more of the following:
  - Afterschool programs which facilitate interactions between children with disabilities and typically developing peers to support social connections, youth resilience and social-emotional competence in youth, and/or,
  - Parent education and support for families of special needs children or children with mental health issues focusing on building the capacity of parents to engage in their children's' lives and advocate for their children's' treatment and education, and/or,



- Other services which seek to reduce adverse childhood experiences and incorporate principles and competencies of the CSSP's Protective and Promotive Factors Framework.
- **Early Intervention Services** that focus on one or more of the following:
  - Prevention, early intervention and elimination of child maltreatment while in care, with an emphasis on reducing recurrence of maltreatment, and/or,
  - Prevention and early intervention of child abuse, and/or,
  - Prevention and early intervention of domestic or family violence (which includes child abuse).
- **Afterschool or School Based Programs** that:
  - Are evidenced based, evidence informed or based on best practice for children of families involved with or at-risk of becoming involved with child welfare and/or children in foster care, and/or,
  - Facilitate interactions between children to support social connections, youth resilience and social-emotional competence in youth, and/or,
  - Provide at risk families access to safe, nurturing, engaging afterschool programs and activities, which help reduce familial stressors and/or,
  - Provide access to programs within schools to increase prevention and awareness strategies, such as counseling, home based visitation, problem solving, effective communication, resisting peer pressure, substance abuse awareness, and/or
  - Decrease the technological divide amongst youth in marginalized communities.
- **Education and Training to agency and/or service providers on the CSSP's Protective and Promotive Factors Framework and Adverse Childhood Experiences Study**, with an emphasis on incorporating these approaches into agency or service provider programming, including training programs for agency staff.

#### 4.4 Program Monitoring and Evaluation

EHSD will actively oversee implementation and delivery of services provided by agency(ies) awarded contract(s) through this RFP. In addition, the FACT Committee will conduct periodic contract monitoring visits to awarded agencies. At a minimum, for program monitoring and evaluation, the agency(ies) will be expected to:

- Perform all services without material deviation from an agreed-upon Service Plan.





**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

- Maintain adequate records of service provision to document compliance with Service Plan and complete any forms supplied by EHSD.
- Maintain Documentation/record keeping:
  - As required by CDSS, collect, measure, and provide a year-end program report using OCAP's Service Activity and Funding Stream Touchpoint Template (Addendum XIII) which includes, but is not limited to, outreach activities, unduplicated participant race/ethnicity, unduplicated participant service counts, and measurable outcomes achieved.
  - Gather statistical data for measuring progress on performance outcomes and goals and communicate to CFS.
  - Organize supporting program documentation and ability to share information with EHSD and/or the FACT Committee when requested, using the EHSD approved method of information sharing.\
  - Submit monthly billings to the county with monthly statistical reports tying back services provided and population served, as well as, complete and submit a mid-year report summary of services provided, year-end report summary, case log reports, and other information as requested from EHSD.
- Provide data for youth and family demographics served under the agreement, such as number of youth served, number of relatives identified, number of resource family approval assessments, number started, number completed, number approved, etc.
- Cooperate with the collection of other fiscal/administrative/service data as requested by EHSD, which may require active collaboration and cooperation with other agencies providing similar services.
- Utilize a web-based database and data reporting tools (minimum Excel format), to input service activities and other program related tasks and deliverables.
- Program monitoring by agency and county will include a collaborative review of client eligibility and progress, as well as a review of documentation reflecting progress toward meeting services and outcome objectives.
- Fiscal monitoring may include review of agency budget, cost allocation plan and procedures, audited financial statements, fiscal policy manual, supporting documentation for selected invoices, and any other related fiscal data that County may request.
- Ensure all known instances of child abuse or neglect are reported to a Child Protective agency as defined in Penal Code section 11165.7. This responsibility shall include:
  - A requirement that all employees, consultants or agents performing services under this Contract who are required by the Penal Code Section 11165.7 to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and will comply with them.



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

- Establishing procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under Penal Code 11165.7 gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- Upon contract award, EHSD will:
  - Provide information to the Contractor concerning additional State or County requirements not provided herein; and
  - Provide technical assistance to the Contractor, as requested, to help support program goals.



## SECTION 5: REQUIRED PROPOSAL FORMAT

The bidder requirements in this section are mandatory. The proposal must clearly demonstrate the Bidder's ability to provide the requested services. The RFP provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the Bidder's responsibilities, and the documents that must be included. Failure to comply with the required proposal format may deem a proposal as nonresponsive. Contra Costa County reserves the right to waive any nonmaterial variation.

### 5.1 General Submittal Requirements

**Electronic Submission** – RFP Proposal Submissions are accepted via email only. Submissions **must be separated into two (2) files**, first file for the agency Proposal and the second file for the agency's Financial documents.

**File #1:** Save as "RFP1181-Agency Name-Proposal". This file must contain agency proposal and all required attachments as specified in the RFP and must be signed by officials authorized to bind the bidder to the provisions of the RFP.

**File #2:** Save as "RFP1181-Agency Name-Financials". This file must contain all required financial documents as specified in the RFP.

**Files that exceed 10MB must be compressed into a zip folder before sending.**

Attach both RFP files to the email and send to [Contract\\_clerk@ehsd.cccounty.us](mailto:Contract_clerk@ehsd.cccounty.us)

**The submission deadline is Tuesday, December 7, 2021 at 5:00 pm.**

Be sure to **encrypt** the email before sending. You will receive an email response within 24 hours of receipt.

Any proposal received after the deadline will be rejected. Mail-in, hand-delivery, and faxed submissions are not acceptable.

As a component of the Financial Proposal package, Bidder must submit one (1) copy of the organization's most recent audited financial statements. If not available, a review or compilation of the financial statements prepared by a Certified Public Accountant (CPA) must be submitted in lieu of audited financial statements if the latter is not available. A copy of the latest filed tax return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.

If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, a copy the organization's most recent



Single Audit must be submitted. If awarded a contract, bidders may be required to have audited financial statements during the period of performance.

Proposals and required attachments must be submitted as specified and must be signed by officials authorized to bind the bidder to the provisions of the RFP.

A proposal may be withdrawn in person by a bidder's authorized representative prior to **12:00 p.m. on Tuesday, December 7, 2021**. If withdrawing a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the proposal.

Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist. Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

Proposals received are considered the property of EHSD and will not be returned.

All costs of proposal preparation shall be borne by the bidder. EHSD shall not be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

## 5.2 Formatting Requirements

Submissions in response to this RFP must be in the form of a proposal package containing the complete proposal and all the required supporting information and documents.

EHSD supports electronic submission of proposals as referenced in Section 5.1. Each bidder must submit **one proposal package with all attachments** included, unless otherwise noted in Section 5.4 and the Proposal Submittal Checklist, Section 5.5.

All narrative materials are to be single-spaced, 8 1/2" X 11" page size, with no less than 1" margins on each side of the page. Proposals are to use a typeface no less than size 11-point font and be easily readable.

Proposals should be without expensive artwork, unusual printing, or other materials not requested nor essential to the utility and clarity of the proposal. Information on evaluation criteria and weight factors are included in this RFP document.

Complete Proposal Narrative may not exceed **15** pages (this excludes proposal cover statement, proposal summary, table of contents, budget(s), fiscal management narrative(s), and required attachments).



**All pages numbered consecutively** with each section identified by an appropriate number.

### 5.3 Required Documents

Required forms as reflected in Section 7 and included in this RFP, must be completed fully and incorporated into the submitted proposal package.

All information and forms included in the proposal package must be presented in the order outlined in the Proposal Submission Checklist (see Section 5.5) and numbered sequentially (excluding the Fiscal Attachments). Electronic templates of the required forms will be emailed to all attendees after the Bidders' Conference.

### 5.4 Proposal Outline and Content

Assemble and arrange each proposal in the order reflected on the Proposal Submission Checklist and address the required content/questions. **The order in which items are presented is important**, as proposal reviewers will follow this order in looking for specific areas to evaluate. Refer to proposal evaluation criteria to assure adherence and responsiveness to scoring requirements.

#### 1. Proposal Cover Statement

Complete the Proposal Cover Form (Addendum I). This form must be completed, signed in blue ink and will serve as the first page/cover of the agency's proposal. Officials authorized to bind the entity must sign. Do not place anything in front of this page.

#### 2. One-Page Program Summary

Write a brief summary of your proposed program that:

- Concisely describes the proposed program, goals, population to be reached, and the proposed plan of action;
- Specifically identifies the FACT Funding Priorities (Section 4.3) supported by the proposed program; and
- Concisely identifies the impact(s) expected from the proposed program.
- Please note: Do **not** include a description of your agency here.



**3. Program Narrative (maximum of 15 pages)**

**This information will be referenced in the FACT review process of funded agencies.**

**A. Statement of Need (maximum of 5 points)**

- a. Briefly describe the community the agency intends to serve and the target population(s) who will participate in the proposed program.
- b. Explain why the program is needed (e.g., What are the issues, deficiencies, gaps, and other factors that show evidence of the need for this program in the agency's proposed service area?). **Include available data** such as local/state data, research studies, literature, surveys, etc... Include a source citation for each.

**B. Agency Description/Capability (maximum of 5 points)**

- a. Provide a brief history of the organization/agency that includes the date of establishment and examples of relevant prior accomplishments and current programs related to the purpose of this RFP.
- b. State how many people were served by your organization during 2020-2021 year to date, and approximately how many of these were children at risk of abuse and neglect and their families.
- c. Describe your agency's commitment to the proposed program and how the program described in this RFP fits your organization's mission and goals.
- d. Provide evidence of the agency's cultural/linguistic awareness and humility to work with the targeted population as described in Section 4.2 of this RFP.
- e. If a collaborative program is proposed, describe the relevant experience and strengths the partner group(s) offers the program and how services will be integrated.
- f. Describe the agency's experience and capacity to manage programs of the size and scope proposed. Include any information regarding trainings, seminars or education around the five protective factors of child abuse prevention they your staff have participated in.
- g. Provide Statement of Qualifications, (Addendum II) include as an Attachment as referenced in the Proposal Submission Checklist.



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

- h. Include number and list of Agency staff that currently reside and/or work within Contra Costa County limits.
- i. Provide Agency Brochure, if applicable, include as an Attachment as referenced in the Proposal Submission Checklist.

**C. Program Description (maximum of 35 points)**

Program Narrative: For this narrative portion of the proposal, please address the following, as appropriate:

- a. Describe the proposed approach and the rationale for this approach. Provide evidence that the approach is appropriate to achieve results toward the selected indicator(s) and the target population. Provide evidence from studies, journal articles, and/or evaluations that indicate this approach is a "best practice". For more information, please refer to the California Evidence-Based Clearinghouse for Child Welfare found online at <http://www.cebc4cw.org/>
- b. Describe the proposed target population (age, sex, ethnicity, etc.). Describe the demographics of the agencies staff as it relates to the proposed target population to be served. Discuss the agencies staff education/training and support on cultural competency.
- c. Briefly describe the overall goals, outcome objectives and the key activities of the proposed program.
- d. State specifically how the program approach and methodologies build off of and incorporate the CSSP's Protective and Promotive Family Framework.
- e. Where applicable, discuss how the agency plans to reach and work with underserved/isolated communities to reduce barriers and increase utilization of services, e.g., hours of operation, interpreter services, transportation, child care and incentives.
- f. Identify the other collaborative organizations whose cooperation/participation is necessary to ensure the success of the agency proposed program, and the specific roles they will play. If collaborating, include the following as Attachments and as referenced in the Proposal Submission Checklist:
  - i. A letter of commitment or Memorandum of Understanding (MOU) from any such organizations, signed by an official authorized to bind the agency (see Addendum IX for sample outline).



ii. Current letters from public or private agencies demonstrating the existence of the collaborative relationship.

g. Describe how the communities being served will be involved in the planning and evaluation of the proposed program.

**D. Scope of Work: Program Objectives, Tasks, and Timeline**

a. Complete the Scope of Work Form, Addendum III to present the agency's key program objectives, tasks and timelines (This form will not be considered as part of the 15-page limit).

b. Discuss any issues related to implementing the agency's proposed plan of action and how these might be addressed.

**E. Service Estimates**

a. Complete Service Estimate Form, Addendum IV. Specify the length of time and the total number of each type of service unit the agency will provide to clients annually during the contract period, i.e., number and length of services, interventions, counseling sessions, education sessions, outreach activities, etc. Indicate how the delivery of service units will be monitored. In the narrative section, clearly describe/define each type of "service unit" to be provided.

b. Complete the Demographics Data Form, Addendum V.

c. If some or all of the proposed services are currently available, in the narrative describe how the proposed project enhances or improves existing services. Provide baseline numbers of clients currently served and describe how services will be integrated with existing services without duplicating services or supplanting funding.

**F. Staff, Consultant and Subcontractor Qualifications (maximum of 10 points)**

a. Describe all current and/or projected staff that will work on this proposed program, including their job titles, their estimated full time equivalent, and experience they have had in planning and implementing similar programs as well as their experience working with diverse communities.

i. If the agency is proposing a subcontractor(s) to provide part of the deliverables, please address key staff qualifications for subcontractor(s).





- b. Include and organizational chart illustrating the relationship between the lead agency and all program staff and collaborative partners, if appropriate. Place job descriptions and include resumes and the number of years of service with the agency for all staff included in the program budget, including subcontractors, as an Attachment and as referenced in the Proposal Submission Checklist.
- G. Evaluation Methodology and Accountability Plan – Program Outcomes and Performance Measures (maximum of 20 points)
- a. Using the Evaluation Plan Form, Addendum VI, please identify the intended proposed program outcomes and performance measures that the agency will use to monitor its effectiveness in achieving its stated objectives. Be sure to include measurable, quantified outcomes where possible and also describe qualitatively important outcomes the agency is expecting to generate.
  - b. In this narrative portion of the proposal, address the following:
    - i. Describe what evaluative data will be collected and how it relates to the posed objectives/outcomes.
    - ii. Describe data collection tools and/or methods the agency plan to use.
    - iii. Describe how, when and by whom data will be collected and managed. Describe how data will be analyzed, when data will be analyzed and what reports will be generated.
    - iv. Describe any additional planning for evaluation that will be required.
  - c. Note: Successful Bidders who enter into FACT funded contracts with Contra Costa County EHSD resulting from this RFP will be required at the end of the contract period to report outcomes using a statewide Office of Child Abuse Prevention (OCAP) reporting template, sample attached hereto as Addendum XIII.

**4. Fiscal Documentation, Narrative and Budget (maximum of 25 points)**

- A. Complete and attach the Lead Agency Line Item Program Budget, Addendum VII, showing the amount and purpose of requested funds, and the other resources, including in-kind, available to the agency to support this proposed



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

- project. Budgets should reflect common business practices and be adequate to ensure the success of the proposed project. **Check your math.**
- a. **A 10% match of FACT funds is required in either cash or in-kind.** Reference the Instructions for Completing the Budget for additional details.
  - b. The indirect cost/overhead line item is intended to cover costs that are necessary to conduct the contract, yet are not readily identified as direct program expenses (e.g. reporting costs, payroll processing, fund development, insurance, other administrative costs, etc...). Indirect costs are limited to 10% of personnel and operating costs and must be described in the budget narrative. (See Budget Instructions, Addendum VIII.)
- B. Provide a Fiscal Management Narrative which includes:
- a. A brief description of the lead agency's accounting system and internal controls.
  - b. Explain how the agency's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and fiscal staff in fiscal management. Describe experience and qualifications of fiscal staff. Complete Board of Directors Form (see Addendum X) and include as an Attachment as referenced in the Proposal Submission Checklist.
  - c. Describe internal management and control systems.
  - d. Discuss any additional sources of income that have been or will be added to support the proposed project.
  - e. Describe how the agency will plan for the long-term sustainability of the proposed project.
  - f. Describe all line items included in the budget and the justification for each line item in the budget including what the specific item is, how the specific item relates to the program and how the amount shown in the budget was arithmetically determined.
- C. If applicable, complete a Line Item Program Budget (Addendum VI) for each subcontractor showing the amount and purpose of requested funds.
- D. Provide a budget narrative describing all line items included in the subcontractor budget and the Justification for each line item in the budget.



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

- E. Submit one (1) copy of the agency's most recent audit including any applicable corrective action plans, in the Attachments section referenced in the Proposal Submission Checklist.
  - a. A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of an audit/audited financial statements if the latter are not available. A copy of the latest filed tax return must be submitted if a review or compilation is not available. Bidders who currently do not have audited financial statements must provide a certified letter stating that a financial statement audit will be performed during the period of performance should the bidder be awarded the contract.
- F. Submit one (1) copy of current Agency Operating Budget with revenues and expenses indicated.
- G. Describe fiscal procedures and policies, or attach a manual of fiscal procedures and policies in the Attachments section as referenced in the Proposal Submission Checklist.



## 5.5 Proposal Submission Checklist

All items listed below shall be completed and included in submittal package at time of submission to County as per the RFP. This list is intended to assist responding organizations. It is the sole responsibility of each responding organization to ensure that their proposal conforms to the requirements of the RFP. Forms are provided in Section 7.

**Proposals must be submitted in the following order with documents as described (unless otherwise noted):**

- Proposal Cover Statement** (Addendum I)
- Table of Contents**
- Program Summary**
- Proposal Narrative**
  - Bidder's Statement of Qualifications (Addendum II)
  - Scope of Work (Addendum III)
  - Service Estimates (Addendum IV)
  - Demographic Data (Addendum V)
  - Evaluation Plan (Addendum VI)
- Fiscal Line Item Program Budget** (Addendum VII)
- Fiscal Management Narrative**
  - Sub-Contractor Line Item Program Budget, if applicable (Addendum VII)
  - Sub-Contractor Fiscal Management Narrative, if applicable

### Attachments (Additional Required Forms and Submissions)

- Bidder's Organizational Chart** (with proposed project included)
- Job Descriptions and Resumes** of Executive Director, Key Program and Fiscal staff/consultants
- Memoranda of Understanding (MOU)**, if applicable
- Letters of Support**, if applicable (include no more than 3)
- Current Board of Directors Listing** (Addendum X)
- Contracts and Grants Report** (Addendum XI)
- Agency Brochure** (as available)

### Fiscal Attachments

- Copy of **Bidder's IRS 501(c)(3) determination letter**
- Copy of **Bidder's Manual of Fiscal Procedures and Policies**, if available (Reference Section 5.4).
- Copy of **Bidder's Last Audited Financial Statement** (Reference Section 5.4 for alternate submission requirements if audited financial statements are not available).
- Copy of **Current Agency Budget** with revenues and expenses indicated.



## **SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD**

### **6.1 Evaluation Process and Scoring**

Each proposal is subject to a four (4) stage evaluation process to determine responsiveness to the RFP requirements. Proposals will be stored in a designated secure location to insure confidentiality. No proposals will be opened until after the submission deadline identified in this RFP.

#### **Stage I – EHSD RFP Compliance Review**

Proposals must first pass the compliance review in order to be eligible for further evaluation. This is a pass/fail evaluation performed by EHSD Contracts and Grants Staff. To pass the RFP compliance review, the bidder agency must have included **all** required proposal components or provide a documented reason why not. Proposals that do not follow the Required Proposal Format found in Section 5 will be determined nonresponsive and will not be considered for further consideration nor contract award/funding. Minor irregularities in submissions may be waived. All proposals deemed responsive will be submitted for Stage II EHSD Fiscal Review.

#### **Stage II – EHSD Fiscal Review**

Proposals that pass the EHSD Compliance Review as referenced in Stage I above will be submitted for EHSD Fiscal Review by EHSD Fiscal Staff. The proposal must receive a fiscal review evaluation score of at least **70%** for the Budget/Fiscal Requirements (17.5 points) of the total available Budget/Fiscal category 25 points, if not; it will be eliminated from further review. Points will be awarded on the basis of the agency's demonstration of:

- Compliance with budget specifications,
- Adequate agency accounting systems and internal controls,
- Ability to administer financial system(s), and,
- Fiscal experience and agency solvency.

Proposals that do not provide the required audit or financial statements as outlined in Section 5, Required Proposal Format, will be determined nonresponsive and will not be considered for further consideration nor contract award/funding.

Proposals that do not pass this review will be considered unresponsive and will not be eligible for further consideration.

All proposals that score at least 70% and are deemed responsive will be submitted for Stage III FACT Committee Member Proposal Evaluation.

#### **Stage III – FACT Committee Member Proposal Evaluation**

RFP Proposals that successfully complete the Contracts Compliance Review (referenced in Stage I above) and the Fiscal Review (referenced in Stage II above), will



be submitted for FACT Committee Review. The FACT Committee Review includes individual assessment and scoring by each eligible FACT Committee voting member.

**This is a scoring of the merits of each individual proposal only.**

**Stage IV – Overall FACT Committee Evaluation and Final Recommendations**

The FACT Committee will meet to review and discuss the individual evaluation results from Stage III as a group and apply additional criteria as necessary (e.g. geographic distribution of services, breadth of services within each priority area, etc…) to determine the contract award recommendations to be forwarded to the EHSD Director and Board of Supervisors.

**6.2 Scoring Methodology**

Program elements will be weighed as follows with a maximum score of 100 points using the following criteria guidelines:

RFP Scoring Methodology/Rating Sheet	Available Points
<b>Statement of Need</b>	5
<b>Agency Description/Capability</b>	5
<b>Program Description</b>	35
Approach/Methodology	
Outreach and Accessibility	
Collaboration and coordination w/other organizations	
Cultural Awareness and Humility	
Services Provided	
Scope of Work/Action Plan	
<b>Staff, Consultant and Subcontractor Qualifications</b>	10
<b>Evaluation Methodology and Accountability</b>	20
<b>Program Budget and Budget Narrative</b>	25
Required Agency/Project Budgets and Fiscal Review	
<b>Total available points</b>	<b>100</b>

**Proposals that do not attain an average score of 70 points from the FACT Committee Review and Evaluation are unlikely to be eligible for further consideration for funding.**

**6.3 Appeals Process**

Only bidders submitting a proposal in accordance with this RFP shall have an opportunity to appeal the funding decision of EHSD. **Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.**



All bidders will receive a written and emailed notice from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request within ten (10) working days of the postmarked date of the written letter of award status. The appeal will be conducted in accordance with the EHSD process.

All written letters of appeal must state the following:

- The issue(s) appealed,
- How the alleged issue detrimentally effects the appellant, and,
- The rectification sought by the appellant.

An appeal will only be considered valid if there has been a violation of one of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or EHSD procurement guidelines have been violated.

An appeal would not be allowed:

- To contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.

Letters of appeal must be sent to the Employment and Human Services Department Director c/o FACT, 40 Douglas Drive, Martinez, CA 94553 no later than 12:00 p.m. on February 24, 2022. Notification of a final decision on an appeal shall be made in writing to the bidder.

Appeals unresolved by the initial appeal process may be pursued with the Contra Costa County Board of Supervisors

#### **6.4 Contract Award and Negotiations**

Proposals will be judged on the overall quality of content and responsiveness to the purpose and specifications in this RFP. Proposals should be without expensive art work, unusual printing, or other materials not essential to the utility and clarity of the proposal. Evaluation criteria and weighted factors are described above.

A review panel consisting of all FACT Committee members will evaluate the proposals received. After that panel has made funding recommendations to the EHSD Director and the Board of Supervisors, bidders are notified of the decision in writing.

Successful bidders will be requested to promptly begin contract negotiation activities with EHSD. These activities may result in mutually agreed upon changes in plans or activities identified in the proposal. For example, the potential contractor may be asked to serve a different geographic area than originally proposed. As a result of these



negotiation activities, the actual contract(s) may also include other agreements and clarifications regarding activities consistent with the intent of this RFP.

Services will begin upon the finalization of a contract and according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date and finalization of any contract.

The selected contractor(s) will be responsible for all services offered in their RFP proposal, whether or not contractor(s) performs them directly or through subcontractors in multiple agency collaborations.

EHSD will **actively** monitor implementation and delivery of services, and the FACT Committee will conduct periodic contract monitoring visits. Any violation of the stated contract requirements will constitute grounds by which to terminate the contract.

The contracting person or agency(ies) must state that there is agreement to support implementation of the County's alcohol/drug abuse prevention/treatment policy, policies related to the reporting of child abuse, and to comply with EHSD in monitoring and evaluation procedures.

The contracting agency(ies) receiving CBCAP and/or CAPIT specific funding awarded under this RFP must contractually comply with Part C of Public Law 103-227, the "Pro-Children Act of 1994".

The contracting agency(ies) receiving funding awarded under this RFP will be responsible for adhering to the then current and applicable County health orders and associated policies.

## **6.5 Contract Terms and Litigation Warranty**

EHSD will negotiate contract agreements with the successful Bidder(s). Contracts resulting from this RFP will be for a twelve (12) month period (July 1, 2022 through June 30, 2023) with availability of funds, compliance requirements, provision of quality performance and services and the achievement of successful outcomes as a condition of any future contract renewal.

Bidders, by submitting a proposal, warrant that they are not currently involved in litigation nor arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidders on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to EHSD in the proposal. Disclosure will not automatically disqualify the Bidders; however, EHSD reserves the right to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of EHSD.





**SECTION 7: REQUIRED FORMS AND ADDENDUMS**

*All forms must be completed and attached to submitted proposals*

<b><u>Addendum#</u></b>	<b><u>Form Title</u></b>
7.1	I Proposal Cover Statement
7.2	II Bidder's Statement of Qualifications
7.3	III Scope of Work
7.4	IV Service Estimate Instructions/Form
7.5	V Demographics of Service Population
7.6	VI Evaluation Plan
7.7	VII Budget
7.8	VIII Budget Instructions
7.9	IX Memorandum of Agreement/Understanding Outline (sample)
7.10	X Board of Directors
7.11	XI Contracts and Grants Report
7.12	XII EHSD Contract General Conditions
7.13	XIII OCAP's Service Activity and Funding Stream Touchpoint Template (sample)
7.14	XIV Protective Factors Guideline



**7.1 Addendum I: Proposal Cover Statement**

*Complete and attach as the first page of proposal. Original signatures must be submitted on cover page of one proposal.*

<b>PROPOSAL COVER STATEMENT – RFP 1181</b>	
<b>BIDDER ORGANIZATION NAME:</b>	
<b>ADDRESS</b>	<b>Bidder Phone</b>
	<b>Bidder Fax</b>
	<b>Web Address</b>
<b>CONTACT PERSON</b>	<b>Contact Phone</b>
	<b>Contact E-mail</b>
	<b>Contact Fax</b>
<b>ADDRESS OF PROGRAM (if different than above)</b>	
<b>PROGRAM TITLE</b>	<b>PRIORITY FOCUS</b>
<b>COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)</b>	
<b>AMOUNT OF FUNDING REQUEST</b>	
TOTAL AMOUNT REQUESTED \$ _____	
<b>FEDERAL EMPLOYER NUMBER</b>	<b>501(C)(3) EXEMPTION EXPIRATION DATE</b> _____
<b>AGENCY PRIOR YEAR NET OPERATING BUDGET</b> \$ _____	
<b>AUTHORIZATION</b>	
<i>We submit the attached response to the Notice of Request for Proposal No.1181 dated _____, 2021 and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.</i>	
<b>AUTHORIZED REPRESENTATIVES: (two signatures required)</b>	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____



**7.2 Addendum II: Bidder's Statement of Qualifications**

1. List any licenses or certifications held by the agency, with expiration dates.

2(a) Who administers your agency's fiscal system?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Title: \_\_\_\_\_ Work Schedule: \_\_\_\_\_

2(b) Indicate the CPA firm that prepares the agency's annual audit.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

3. Number of year's bidder has been in business under the present business name.

\_\_\_\_\_

List related prior business names, if any and time frame for each.

4. Number of years of experience bidder has had in providing the services described in this proposal or related services. \_\_\_\_\_

5. Has bidder failed or refused to complete any contract?

Yes No

If yes, briefly explain.

6. Has there been any litigation in connection with contracts for services involving bidder or any principal officer of the agency?

Yes No

If yes, briefly explain.

7. Does bidder have a controlling interest in any other firm(s)?

Yes No

If yes, please list below.



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

8. Does bidder have commitments or potential commitments, which may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP?

            
Yes

            
No

If yes, specify below.

9. Supply names, addresses, and phone numbers of **two** references, one each in the areas of financial/administrative management and social service delivery to substantiate experience and qualifications.

*Bidder specifies that all answers provided above are complete and accurate. Bidder also agrees to provide the County with any other information the County decides is necessary for an accurate determination of bidder's qualifications to perform proposed services.*

\_\_\_\_\_  
Name and Title  
(Executive Director or Board President)

\_\_\_\_\_  
Date



**7.3 Addendum III: Scope of Work**

<b>SCOPE OF WORK</b>			
<b>A. Measurable Objectives</b>	<b>B. Key Activities</b>	<b>Start Date</b>	<b>Completion Date</b>



**7.4 Addendum IV: Service Estimates Instructions**

**SERVICE ESTIMATES INSTRUCTIONS**

Complete the Service Unit Form on the following page. Specify the length of time and the total number of each type of service unit the agency will provide to clients during the contract period, (i.e., number and length of services, e.g., counseling sessions, education sessions, outreach activities, etc.) Indicate how the performance of services will be monitored. Indicate number of unduplicated clients to be served.

**EXAMPLE**

<b>Service Unit Type</b>	<b>Number of Units of Service</b>	<b>Time for Service Unit</b>	<b>Number Unduplicated Clients</b>	<b>Monitoring Tool</b>
Risk Screening	500 screenings	1 hour	500 women	Screening Questionnaires Completed
Provider Training	3 sessions	40 minx3 = 2 hours	12 staff	Agenda Attendance sheets
Referral to SA Specialist	65 referrals		65 women	Referral forms
Needs Assessments	55 assessments	1 hour	55 women	Case mgmt files
Case Management	52 weekly	30 min each	52 women	Case mgmt files
Home visits	26 visits	1 hour	52 women	Case mgmt files



7.4 (Cont.) Addendum IV: Service Estimate Form

ESTIMATED UNITS OF SERVICE				
Service Unit Type	Number of Units of Service	Time for Service Unit	Number Unduplicated Clients	Monitoring Tool



**7.5 Addendum V: Demographics of Service Population**

<b>DEMOGRAPHICS OF SERVICE POPULATION</b>			
<b>Clients by Age</b>			
(1) Indicate number of each category of client served by your organization currently, (2) Indicate the estimated number to be served through the proposed program, (3) Indicate what % column #2 represents of the total number of clients currently served by your organization.	<b>(1) Number Currently Served by Organization</b>	<b>(2) Number To Be Served by Proposed Program</b>	<b>(3) % of Overall Number Served by Organization</b>
Expectant Women under 19 years of age			
Expectant Women over 19 years of age			
Parents under 19 years of age			
Parents over 19 years of age			
Children 0-5			
Children 6-12			
Adolescents 13-19			
Kinship caregivers			
Foster Parents			
Providers of Care			
Other (describe)			
<b>Clients by Race and Ethnicity</b>			
(1) Indicate number in each category of clients served by your organization currently, (2) Indicate the estimated number to be served through the proposed program, (3) Indicate what % each category represents of the total number to be served by your proposed program.	<b>(1) Number Currently Served</b>	<b>(2) Number To Be Served by Proposed Program</b>	<b>(3) % Of Number To Be Served by Proposed Program</b>
African American			
Latino/ Hispanic			
Asian/ Pacific Islander			
Native American/ Alaskan Native			
Caucasian			
Multiracial or Biracial			
Other (describe)			
<b>Total</b>			
<b>Geographic Distribution</b>			
<b>County Areas</b>	<b>Areas</b>	<b>% of Overall Number To Be Served</b>	
	East		
	Far East		
	West		
	Central		
	South		





**7.6 Addendum VI: Evaluation Plan**

EVALUATION PLAN		
<b>Organization Name:</b>	<b>Project Name:</b>	
<b>Target Population:</b>		
<b>Outcomes</b> <i>What is the measurable change that is anticipated in the target population as a result of the proposed activities?</i>	<b>Indicators of Change</b>	<b>Method of Data Collection</b>



7.7 Addendum VII: Program Budget

PROGRAM BUDGET July 1, 2022 to June 30, 2023				
Agency:		Program Title:		
<b>REVENUES</b>				
<b>Project Revenue Sources</b>	<b>Cash Revenues</b>	<b>In-Kind Revenues</b>	<b>Total Project Revenues</b>	
FACT				
Other: Identify Source				
<b>Total Income</b>				
<b>COST CATEGORIES</b>				
<b>A. PERSONNEL</b>				
<b>1. ADMINISTRATIVE STAFF</b>				
<b>Title Position</b>	<b>Monthly Salary/Wage</b>	<b>% of time (FTE)</b>	<b>Total Cost</b>	<b>FACT Request</b>
			\$	\$
			\$	\$
			\$	\$
			\$	\$
		<b>Subtotal</b>	\$	\$
<b>2. SERVICE DELIVERY STAFF</b>				
<b>Title Position</b>	<b>Monthly Salary/Wage</b>	<b>% of time (FTE)</b>	<b>Total Cost</b>	<b>FACT Request</b>
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
		<b>Subtotal</b>	\$	\$
<b>3. TAXES AND FRINGE BENEFITS</b>				
FICA			\$	\$
SIU			\$	\$
Worker's Compensation			\$	\$
Other (Specify)			\$	\$
		<b>Subtotal Fringe Benefits</b>	\$	\$
		<b>TOTAL PERSONNEL</b>	\$	\$



7.7 (Cont.) Addendum VII: Program Budget

PROGRAM BUDGET, cont. July 1, 2022 to June 30, 2023		
Agency:		Program Title:
B. Operating Costs		
Item	Total Cost	FACT Amount
1. Occupancy		
2. Utilities		
3. Telephone, Postage, Insurance		
4. Equipment, specify		
5. Materials and Supplies, specify		
6. Printing and Copying		
7. Client Incentives, specify		
8. Travel/Mileage		
9. Training		
10. Other Expenses, specify		
11. Consultants		
12. Subcontractors (attach separate budget if over \$5,000)		
<b>Total Operating Costs</b>	<b>\$</b>	<b>\$</b>
<b>Total Personnel and Operating Costs</b>		
	<b>\$</b>	<b>\$</b>
<b>Total Indirect Costs</b>		<b>\$</b>
(Up to 10% of total personnel and operating costs requested of FACT)		
<b>Subtotal</b>		<b>\$</b>
<b>10% Match</b>		<b>\$</b>
<b>TOTAL FACT REQUEST (Total cost less 10% match)</b>		<b>\$</b>



## **7.8 Addendum VIII: Budget Instructions**

### **ADMINISTRATION/SALARIES/BENEFITS**

#### **Administration and Support**

Include supervisors, directors, clerical support staff, administrative staff who have no service delivery responsibilities. Divide the salaries of staff that have both "Service Delivery" and "Administration" responsibilities in proportion to the time allotted for each activity. List such staff in both categories. Indicate titles, rate of pay, time allotted to program and full time equivalent (FTE). Explain in narrative.

#### **Program Staff**

Include all staff involved in service delivery. Indicate titles, rate of pay, time allotted to program and FTE.

#### **Payroll Fringe Benefits**

The estimated cost of benefits, paid vacations, sick leave and training days shall be reported on the line-item budget. Narrative shall list staff by title, number (FTE), rate of pay and amount of time allocated. Include for each staff title by type (FICA, SUI, FUTA, Worker's Compensation, leave and health and other insurance), applicable rates or basis.

- Indirect/Administrative costs may not exceed 10% of total request.
- A financial audit for the project by an outside accountant will be required at the end of the contract term and is an allowable cost. (Total audit costs should be prorated among all agency programs.)

### **OPERATIONS**

#### **Occupancy**

Describe all applicable factors (e.g. rent/leases) and basis for allocating costs to program.

#### **Utilities**

Describe all applicable factors and basis for allocating costs to program.

#### **Telephone, Postage, Insurance,**

List by type, justification of cost, and basis for allocating costs to program.

#### **Printing/Photocopying**

List cost by type and describe justification for costs and basis for allocating costs to program.

#### **Materials**

List by type and describe justification of costs.

#### **Supplies**

(Office and Program) List by type and describe justification of costs.



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

**Travel**

Describe type, justification, and basis of costs. Include service delivery and administration mileage and transportation costs for clients. The bidder shall be allowed expenses as follows: mileage subject to adjustment under standard IRS mileage rules.

**Miscellaneous**

Indicate kinds of anticipated miscellaneous costs such as childcare for clients while receiving services. Items over \$100 should be individually explained.

**Additional Funding**

If FACT funding represents only a portion of the funds designated for this program, indicate other sources and amounts received or anticipated.

**MATCHING FUNDS**

- **A 10% match of FACT funds is required in either cash or in-kind.** Indicate amount, type and source of match including projected revenues in the narrative.
- Match may not include use of any State of California funds.

Example of Match Calculation:

Total Program Cost	\$ 66,000
Match	<u>- \$ 6,000</u>
Total FACT Funds Requested	\$ 60,000



## **7.9 Addendum IX: Memorandum of Agreement/Understanding Outline (sample)**

### **Memorandum of Agreement/Understanding Outline**

#### **I. Partners**

Identify the organizations that are subcontractors and partners in the collaboration and the individuals representing them.

Provide a statement which indicates that by signing the document, the organizations commit to executing the activities, supporting the achievement of outcomes and providing the resources detailed in the agreement.

#### **II. Program Activities**

Summarize the responsibilities and activities to be carried out by each organization relative to the proposed program.

#### **III. Commitment of Resources**

Delineate the resources each organization will provide to the program. Also indicate the amount of funds, if any, each organization will receive.

#### **IV. Term of Agreement**

Indicate the specific dates of the agreement. The term of the agreement should at least endure the term of the funding.

#### **V. Signatures**

A representative from the bidder organization and each subcontractor or partner organization in the collaboration must sign this document. The agreement must be signed by individuals with authority to bind the organizations contractually. An MOU with original signatures must accompany the original proposal submission. Copies of the original may accompany the proposal copies



**7.10 Addendum X: Board of Directors**

**CURRENT BOARD OF DIRECTORS  
(BIDDER)**

1. Number of Board members required by agency's bylaws: \_\_\_\_\_
2. Number of members on current Board: \_\_\_\_\_
3. When and how often does the Board meet: \_\_\_\_\_
4. List current Board members below (or attach Board List in this format):

**BOARD OF DIRECTORS**

<b>Member Name</b>	<b>Address</b>	<b>Occupation/ Affiliation</b>	<b>Board Position</b>	<b># Years on Board</b>



**7.11 Addendum XI: Contracts and Grants Report**

**FINANCIAL SUPPORT: CONTRACTS AND GRANTS**

1. List significant active contracts and subcontracts, including government contracts and/or grants:

Contract with contact information	Services Provided	Contract Amount	Effective Dates







## 7.12 Addendum XII: General Conditions

### GENERAL CONDITIONS

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
  - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
  - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
  - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in



a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.



12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
  - a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.



22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors.





In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

**27. Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

**28. Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.



**Costa County  
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1181  
FAMILY AND CHILDREN'S TRUST (FACT)**

29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



7.13 Addendum XIII: OCAP's Service Activity and Funding Stream Touchpoint Template (sample)



**SAMPLE**

**ETO TouchPoint Name: Service Activity and Funding Stream**

County: Contra Costa  
Completed by: [Click here to enter name of person completing form.](#)  
Completed on behalf of: [Click here to enter name of person completing on behalf of.](#)

**Service Activity Information Tab**

**State Fiscal Year:** [Click here to enter State Fiscal Year.](#)

**Service Category (Select Only One. Complete A New TouchPoint For Each Service Category)**

- |  |  |
|--|--|
| <input type="checkbox"/> Adoptive Parent Recruitment             | <input type="checkbox"/> Information & Referral              |
| <input type="checkbox"/> Advocacy                                | <input type="checkbox"/> Legal Services                      |
| <input type="checkbox"/> Basic needs, concrete supports          | <input type="checkbox"/> Live Scan                           |
| <input type="checkbox"/> Behavior health, mental health services | <input type="checkbox"/> Network Development                 |
| <input type="checkbox"/> Case management                         | <input type="checkbox"/> Parent Leadership Training          |
| <input type="checkbox"/> Child care                              | <input type="checkbox"/> Parenting Education                 |
| <input type="checkbox"/> Crisis nursery                          | <input type="checkbox"/> Parenting/Sibling Visitation        |
| <input type="checkbox"/> Differential Response                   | <input type="checkbox"/> Peer Support                        |
| <input type="checkbox"/> Disability services                     | <input type="checkbox"/> Public Awareness                    |
| <input type="checkbox"/> Domestic violence services              | <input type="checkbox"/> Respite Care                        |
| <input type="checkbox"/> Early childhood services                | <input type="checkbox"/> Substance Abuse Services            |
| <input type="checkbox"/> Family Resource Center                  | <input type="checkbox"/> Team Decision Making/MDT            |
| <input type="checkbox"/> Financial literacy education            | <input type="checkbox"/> Transportation                      |
| <input type="checkbox"/> Health services                         | <input type="checkbox"/> Youth Programs                      |
| <input type="checkbox"/> Home visiting (0-5)                     | <input type="checkbox"/> Other (Please list. Limit 10 words) |
| <input type="checkbox"/> Housing services                        |  |

**Program Name (Limit 500 Characters)**

[Click here to enter Program Name.](#)



**Is This An Evidence-Based or Evidence-Informed Practice?**

- Evidence-Based
- Evidence-Informed Practice
- Unknown
- No

**Name of the Evidence-Based Practice:** (Specify. Limit 100 characters) [Click here to enter name of practice.](#)

**Name of the Evidence-Informed Practice:** (Specify. Limit 100 characters) [Click here to enter name of practice.](#)

**If this service was offered in a variety of curriculums, how many of the curriculums were considered evidence-based or evidence-informed?** [Click here to enter number.](#)

**Program Activity Description** (Limit 8000 Characters)

[Click here to enter program description.](#)

**Service Provider(s)**

**Is this service provided by one or multiple providers?**

One

**Service Provider Name:** (Limit 100 Characters) [Click here to enter provider name.](#)

Multiple

**Enter the number of estimated providers for this service:** [Click here to enter number of providers.](#)



**Languages and Service Counts Tab**

**In What Languages Is This Service Offered? (Check All That Apply)**

- |                                    |                                   |  |
|------------------------------------|-----------------------------------|--|
| <input type="checkbox"/> English   | <input type="checkbox"/> Farsi    | <input type="checkbox"/> Russian       |
| <input type="checkbox"/> Arabic    | <input type="checkbox"/> Hmong    | <input type="checkbox"/> Spanish       |
| <input type="checkbox"/> Armenian  | <input type="checkbox"/> Korean   | <input type="checkbox"/> Tagalong      |
| <input type="checkbox"/> Cambodian | <input type="checkbox"/> Mandarin | <input type="checkbox"/> Vietnamese    |
| <input type="checkbox"/> Cantonese | <input type="checkbox"/> Punjabi  | <input type="checkbox"/> Sign Language |

Other Language(s) (Specify. Limit 100 characters) [Click here to enter other language.](#)

**Service Counts (Enter total client counts according to race/ethnicity. A service participant is counted as either an individual or family – not both)**

**For this service, do you record demographic data by individuals OR by families?**

- Individuals  
 Families



**If you count Individuals complete this table:**

<b>Individuals (children and parents/caregivers)</b>	<b>Children Without Disabilities</b>	<b>Children with Disabilities</b>	<b>Parents or Caregivers without Disabilities</b>	<b>Parents or Caregivers with Disabilities</b>
White (Non-Hispanic) Children Served				
Hispanic or Latino Children Served				
Black or African American (Non-Hispanic) Children Served				
Asian Children Served				
American Indian or Alaska Native Children Served				
Native Hawaiian or Other Pacific Islander Children Served				
Two or More Race Children Served				
Other Children Served				
<b>Total Individuals Served</b>				
<b>TOTAL INDIVIDUAL SERVICE COUNT FOR THIS SERVICE ACTIVITY</b>				



**If you count Families complete this table:**

<b>FAMILIES</b>	
White (non-Hispanic) Families	
Hispanic or Latino Families	
Black or African American (non-Hispanic) Families	
Asian Families	
American Indian or Alaska Native Families	
Native Hawaiian & Other Pacific Islander Families	
Two or More Race Families	
Other Families	
<b>TOTAL FAMILY SERVICE COUNT FOR THIS SERVICE ACTIVITY</b>	

**Please provide insight into any increase or decrease in service counts (compared to last year) (Limit 250 characters) [Click here to explain.](#)**



**Activity Outcome Tab**

**Service Addressed which County Identified Need (What Need Identified In The CSA Is This Service Activity Trying To Address?)**

- Behavioral Health/Mental Health
- Disparities in access to services/resources
- Domestic violence
- Emotional abuse
- Isolation
- Lack of services/resources
- Other
- Physical Abuse
- Physical Health
- Poverty
- Substance Abuse
- Unemployment
- Neglect

(Specify. Limit 100 characters) [Click here to enter other priority need.](#)

**Desired Primary Outcome/Goal (Please Select Only One Primary Outcome For This Service activity)**

- Children's social and emotional needs
- Families have concrete support in times
- Increased knowledge of parenting and child development
- Increased parental resilience
- Increased social connections
- Nurturing and Attachment
- No specified Primary Outcome
- Other

(Specify. Limit 100 Characters): [Click here to enter other desired primary outcome.](#)

**What is the total number of individuals or families (not both) that achieved the outcome?**

[Click here to enter number.](#)





**How Was This Outcome Measured?**

- CWS/CMS
- Family Development Matrix
- Pre - and/or Post-survey developed in-house
- Protective factors survey
- Validated assessment tool  
(Specify. Limit 100 Characters): [Click here to enter validated tool.](#)
- This outcome was not tracked and/or measured
- Other  
(Specify. Limit 100 Characters): [Click here to enter other tool.](#)

**Did you experience any unexpected challenges with this activity?**

- Yes
- No

**Explain Challenges experienced with this activity (Limit 8,000 characters)**

[Click here to explain challenges.](#)

**Did you experience any unexpected benefits with this activity?**

- Yes
- No

**Explain Unexpected Benefits (Limit 8,000 characters)**

[Click here to enter unexpected benefits.](#)

**Please share one participant success story related to this program. Include client demographics, present issues, and the specific success the participant achieved as a result of this program. (Limit 8,000 characters)**

[Click here to enter participant success story.](#)

**Additional comments (Limit 2,000 characters)**

[Click here to enter additional comments.](#)

If you would like to share any photos, flyers, etc. (jpg), articles (pdf) or media links about the success of your program please upload or email attachments to [OCAP-PND@dss.ca.gov](mailto:OCAP-PND@dss.ca.gov). We may feature your County in our next OCAP Newsletter!



### Target Population Tab

#### Child Welfare Category

- Families with open CPS
- Non-CPS involved
- Both

**What percentage was Non-CPS?** [Click here to enter percentage.](#)

#### Target Population

- Children
- Families
- At-risk Children
- At-risk Parents
- Other
- Providers
- Community At-Large
- Special Populations
- At-risk Families

(Specify. Limit 10 words) [Click here to enter other.](#)

**Specify Special Population(s)** (Limit 100 characters) [Click here to enter special population.](#)



**Program Collaboration Tab**

**Program Collaboration**

**Program Collaboration**

Who does the county collaborate with, coordinate and/or involve to prevent child abuse and neglect for this program. Check ALL that apply.

- Afterschool and/or child care programs
- Alcohol and other drug programs
- Behavior health, and mental health
- Child Abuse Prevention Council
- Court system
- Disability-focused organizations (includes regional centers, public or private agencies)
- Domestic violence organization
- Early childhood programs (e.g. Early Head-Start, Head Start, Pre-K, etc.)
- Education (K-12, higher education)
- Faith-based community
- Family support organization
- First 5 Commission
- Healthcare sector (health systems, hospitals, clinics, private providers)
- Justice system, law enforcement
- Parents or kin (formal or informal groups)
- Private foundations
- Probation and/or parole (juvenile, adults)
- Public benefit agencies (e.g. CalFresh, CalWORKs, Section 8, General Assistance, etc.)
- Public health (includes Maternal Child Health, Child Health Disability Prevention, etc.)
- Tribal-focused public and/or private organizations
- Youth (formal or informal groups)
- Other

**Other County Collaborations, please explain:**

**Show the nature of collaborations. Check ALL that apply. \***

- Collaborative Meeting
- Coordinated Case Planning
- Data Sharing Agreements
- Joint Funding Project
- MOU
- Outreach
- Referral/Source
- Shared Funding
- Shared Resources
- Shared Responsibilities for Delivery of the Program
- Workgroups

Please explain in more detail *how* you collaborate based on your selection(s) above



**7.14 Addendum XIV: Protective Factors Guidelines**

**See Page 67**

# PARENTAL RESILIENCE

## PROTECTIVE & PROMOTIVE FACTORS

Being a parent can be a very rewarding and joyful experience. But being a parent can also have its share of stress. Parenting stress is caused by the pressures (stressors) that are placed on parents personally and in relation to their child:

- *typical events and life changes* (e.g., moving to a new city or not being able to soothe a crying baby)
- *unexpected events* (e.g., losing a job or discovering your child has a medical problem)
- *individual factors* (e.g., substance abuse or traumatic experiences)
- *social factors* (e.g., relationship problems or feelings of loneliness and isolation)
- *community, societal or environmental conditions* (e.g., persistent poverty, racism or a natural disaster)

Numerous researchers have concluded that how parents respond to stressors is much more important than the stressor itself in determining the outcomes for themselves and their children. **Parents are more likely to achieve healthy, favorable outcomes if they are resilient. Resilience is the process of managing stress and functioning well even when faced with challenges, adversity and trauma.**

Some stressors parents face can be managed easily so that problems get resolved; for example, calling a relative or friend to pick-up a child from school when a parent is delayed. But some stressors cannot be easily resolved. For example, parents cannot “fix” their child’s developmental disability, erase the abuse they suffered as a child or be able to move out of a crime-plagued neighborhood. **Rather, parents are resilient when they are able to call forth their inner strength to proactively meet personal challenges and those in relation to their child, manage adversities, heal the effects of trauma and thrive given the unique characteristics and circumstances of their family.**

Demonstrating resilience increases parents’ self-efficacy because they are able to see

evidence of both their ability to face challenges competently and to make wise choices about addressing challenges. Furthermore, parental resilience has a positive effect on the parent, the child and the parent-child relationship. By managing stressors, parents feel better and can provide more nurturing attention to their child, which enables their child to form a secure emotional attachment. Receiving nurturing attention and developing a secure emotional attachment with parents, in turn, fosters the development of resilience in children when they experience stress.

Sometimes the pressures parents face are so overwhelming that their ability to manage stress is severely compromised. This is the case with parents who grew up in environments that create **toxic stress**. That is, as children, they experienced strong, frequent and prolonged adversity without the buffering protection of nurturing adult support. As a result, these parents may display symptoms of depression, anxiety, or other clinical disorders that inhibit their ability to respond consistently, warmly and sensitively to their child’s needs. For example, depressive symptoms in either mothers or fathers are found to disrupt healthy parenting practices so that the child of a depressed parent is at increased risk of poor attachments, maltreatment and poor physical, neurological, social-emotional, behavioral and cognitive outcomes. However, numerous research studies show parents can be helped to manage clinical symptoms and reactions to their own histories of poor attachments and trauma, to protect children from adversity and trauma as best they can and to provide more nurturing care that promotes secure emotional attachment and healthy development in their children.

All parents experience stress from time-to-time. Thus, parental resilience is a process that all parents need in order effectively manage stressful situations and help ensure they and their families are on a trajectory of healthy, positive outcomes.

## PARENTAL RESILIENCE: ACTION SHEET

### Your role

Your daily interactions with parents can help them to build their resilience and their belief in themselves as parents and capable decision-makers. You can:

- Projecting a positive and strengths-based approach to all families
- Support parents as key decision-makers for their families and provide opportunities for decision-making that affects the program or community
- Encourage parents to take care of themselves, particularly during stressful times
- Normalize the fact that parenting is stressful and help the parent plan proactively about how to respond to stressful parenting situations
- Validate and support good decisions

### Questions to ask

- Where do you draw your strength?
- How does this help you in parenting?
- What are your dreams for yourself and family?
- What kind of worries and frustrations do you deal with during the day? How do you solve them?
- How are you able to meet your children's needs when you are stressed?
- How does your spouse, partner, or closest friend support you? When you are under stress, what is most helpful?
- What do you do to take care of yourself when you are stressed?

### What to look for

- Problem solving skills
- Ability to cope with stress
- Self-care strategies
- Help-seeking behavior
- Receiving mental health or substance abuse services if needed
- Not allowing stress to impact parenting

### Activities to do with parents

- Ask the parent to write down their self-care strategies and ensure that they are taking time for self-care each day.
- Ask the parent to identify situations they find stressful and make a plan in advance for how they will keep themselves calm and centered in these circumstances.

# SOCIAL CONNECTIONS

PROTECTIVE & PROMOTIVE FACTORS

People need people. Parents need people who care about them and their children, who can be good listeners, who they can turn to for well-informed advice and who they can call on for help in solving problems. Thus, the availability and quality of social connections are important considerations in the lives of parents. **Parents' constructive and supportive social connections—that is, relationships with family members, friends, neighbors, co-workers, community members and service providers—**are valuable resources who provide:

- *emotional support* (e.g., affirming parenting skills or being empathic and non-judgmental)
- *informational support* (e.g., providing parenting guidance or recommending a pediatric dentist)
- *instrumental support* (e.g., providing transportation, financial assistance or links to jobs)
- *spiritual support* (e.g., providing hope and encouragement)

When parents have a sense of connectedness they believe they have people who care about them as individuals and as parents; they feel secure and confident that they have others with whom they can share the joy, pain and uncertainties that come with the parenting role; they seek timely assistance from people they have learned to count on when faced with challenges; and they feel empowered to “give back” through satisfying, mutually beneficial relationships. **Several research studies have demonstrated that—for both mothers and fathers—high levels of emotional, informational, instrumental or spiritual support is associated with positive parental mood; positive perceptions of and responsiveness to one's children; parental satisfaction, well-being and sense of competence; and lower levels of anger, anxiety and depression.**

Conversely, inadequate, conflicting or dissatisfying social connections can be the source of parental stress, rather than a buffer. For example, maternal and paternal grandparents may be very willing sources of informational and instrumental support to new parents, but their advice and manner of caregiving may be at odds

with the new parents' beliefs and preferences. At the extreme end of the continuum of poor social connections are social isolation (i.e., the lack of available and quality relationships) and loneliness (i.e., feelings of disconnectedness from others). Social isolation is a risk factor consistently associated with disengaged parenting, maternal depression and increased likelihood of child maltreatment. Similarly, loneliness may be a major stressor that inhibits parents' ability to provide consistent, nurturing, responsive care to their children.

It may seem that increasing the number of people who could provide constructive social support to parents would be the “cure” for social isolation and loneliness. Providing opportunities for parents to create and strengthen sustainable, positive social connections is necessary but alone is not sufficient. Parents can feel lonely and isolated even when surrounded by others if relationships lack emotional depth and genuine acceptance. Thus, parents need opportunities to forge positive social connections with at least one other person that engender emotional, informational, instrumental or spiritual support so that meaningful interactions may occur in a context of mutual trust and respect.

Constructive and supportive social connections help buffer parents from stressors and support nurturing parenting behaviors that promote secure attachments in young children. Therefore, parents' high quality social connections are beneficial to both the adults and the children.

## SOCIAL CONNECTIONS: ACTION SHEET

### Your role

You can help parents to think critically about their social network and how they could utilize it more effectively, as well as the skills and tools they need to expand it. The following strategies may assist you in engaging families in developing social connections:

- Model good relational behavior and use your interactions with families as an opportunity to help parents develop stronger relational skills
- When engaging the family's broader network in teaming or other supports, be sensitive to the quality of existing relationships and help the family identify supporters in their network who will contribute positively
- Invite parents to events where they can get to know each other – with or without their kids – and reach out especially to those parents that may be socially isolated
- If there are specific issues that serve as barriers for the family in developing healthy social connections such as anxiety or depression, encourage the family to address them

### Questions to ask

- Do you have friends or family members that help you out once in a while?
- Are you a member of any groups or organizations?
- Who can you call for advice or just to talk? How often do you see them?
- What kind of social support do you need?
- Do you find it easy or challenging to make friends? If it is challenging, what specific things represent a barrier for you?
- What helps you feel connected?

### What to look for

- Does the parent have supportive relationships with one or more persons (friends, family, neighbors, community, faith-based organizations, etc.)?
- Can the parent turn to their social network for help in times of need (for instance, when they need help with transportation, childcare or other resources)?
- Is the parent willing and able to accept assistance from others?
- Does the parent have positive relationships with other parents of same-age kids?
- Does the parent have skills for establishing and maintaining social relationships?
- Does the parent provide reciprocal social support to peers?

### Activities to do with parents

- Work with the parent to develop an EcoMap showing the people and institutions that are sources of support and/or stress in his or her life.
- Role play with the parent to help them practice skills in approaching another parent to develop a friendship. Have the parent choose a realistic scenario such as starting a conversation at a school event, on the playground or at a place of worship.



# KNOWLEDGE OF PARENTING AND CHILD DEVELOPMENT

PROTECTIVE & PROMOTIVE FACTORS

No parent knows everything about children or is a “perfect parent.” An understanding of parenting strategies and child development helps parents understand what to expect and how to provide what children need during each developmental phase. All parents, and those who work with children, can benefit from increasing their knowledge and understanding of child development, including:

- physical, cognitive, language, social and emotional development
- signs indicating a child may have a developmental delay and needs special help
- cultural factors that influence parenting practices and the perception of children
- factors that promote or inhibit healthy child outcomes
- discipline and how to positively impact child behavior

Gaining more knowledge about child development and developing greater skills in parenting are particularly important given the recent advances in the fields of neuroscience, pediatrics and developmental psychology. Scientists in these fields have provided much evidence of the critical importance of early childhood as the period in which the foundation for intellectual, social, emotional and moral development is established. Furthermore, numerous research studies show this foundation is determined by the nature of the young child’s environments and experiences that shape early brain development.

Developing brains need proper nutrition, regularly scheduled periods of sleep, physical activity and a variety of stimulating experiences. Developing brains also need attuned, emotionally available parents and other primary caregivers who recognize and consistently respond to the needs of young children, and interact with them in an affectionate, sensitive and nurturing manner. Such care gives rise to the development of a secure attachment between the child and the adult. Young children with secure attachments develop a sense of trust, feel safe, gain self-confidence and are able to explore their environments because they feel they have a secure base.

Numerous longitudinal studies have demonstrated that parental behaviors that lead to early secure attachments—and which remain warm and sensitive as children grow older—lay the foundation for social-emotional, cognitive and moral competencies across developmental periods. For example, when a young child solicits interaction through babbling or facial expressions and a parent responds in a similar manner, this type of parent-child interaction helps to create neural connections that build later social-emotional and cognitive skills. In addition, advances in brain research have shown that parental behaviors that forge secure emotional attachments help young children learn to manage stress. Secure attachments can offset some of the damage experienced by highly stressed young children as a result of trauma (e.g., maltreatment or exposure to violence.)

In contrast, parental care that is inconsistent, unresponsive, detached, hostile or rejecting gives rise to insecure attachments. Young children who experience insecure attachments display fear, distrust, anxiety or distress and are at risk for long-term adverse effects on brain development including developmental delays, cognitive impairments, conduct problems, psychopathology and relationship challenges. For example, young children who have limited adult language stimulation and opportunities to explore may not fully develop the neural pathways that support learning.

What parents do and how they treat children is often a reflection of the way they were parented. Acquiring new knowledge about parenting and child development enables parents to critically evaluate the impact of their experiences on their own development and their current parenting practices, and to consider that there may be more effective ways of guiding and responding to their children. Furthermore, understanding the mounting evidence about the nature and importance of early brain development enables both parents and those who work with children to know what young children need most in order to thrive: nurturing, responsive, reliable and trusting relationships; regular, predictable and consistent routines; interactive language experiences; a physically and emotionally safe environment; and opportunities to explore and to learn by doing.

## KNOWLEDGE OF PARENTING AND CHILD DEVELOPMENT: ACTION SHEET

### Your role

Each contact you have with the family provides an important opportunity to link them to parenting resources, provide child development information and model and validate effective caregiving. You can:

- Connect parents to parenting education classes or home visiting as appropriate for their situation
- Model appropriate expectations for the child
- Engage parents in dialogue when their expectations are not in line with the child's developmental phase
- Underline the importance of nurturing care to help the parent in valuing the importance of their own role
- Provide "just in time" parenting education: crucial information a parent needs at the time when parenting issues arise
- Help the parent identify a series of trusted informants that they can turn to when they need parenting information

### Questions to ask

- What does your child do best and what do you like about your child?
- What do you like about parenting? What do you find challenging about parenting?
- How have you learned about parenting skills?
- How do you continue to learn about your child's development?
- What has helped you learn about yourself as a parent?
- Are there things that worry you about your child's development or behavior?
- Have other people expressed concern about your child?

### What to look for

- Does the parent understand and encourage healthy development?
- Is the parent able to respond and manage their child's behavior?
- Does the parent understand and demonstrate age-appropriate parenting skills in their expectations, discipline, communication, protection and supervision of their child?
- Does the child respond positively to the caregivers' approaches?
- Does the parent understand and value their parenting role?
- Does the parent have a reliable source for parenting information when issues come up?
- Does the parent know how to encourage social-emotional development and apply a range of age-appropriate disciplinary strategies?
- Is the parent involved in their child's school, preschool or other activities?
- Does the parent understand the child's specific needs (especially if the child has special developmental or behavioral needs)?

### Activities to do with parents

- Ask the parent what their hopes and dreams are for their child(ren). Discuss any worries the parent has about ensuring those hopes and dreams are met. Then discuss what the parent is doing today (or wants to do) to help achieve those hopes and dreams.

# CONCRETE SUPPORT IN TIMES OF NEED

PROTECTIVE & PROMOTIVE FACTORS

All parents need help sometimes—help with the day-to-day care of children, help in figuring out how to soothe a colicky baby, help getting to the emergency room when a bad accident happens, help in managing one's own temper when fatigued or upset. When parents are faced with very trying conditions such as losing a job, home foreclosure, substance abuse, not being able to feed their family or trauma, they need access to concrete support and services that address their needs and help to minimize the stress caused by very difficult challenges and adversity. **Assisting parents to identify, find and receive concrete support in times of need helps to ensure they and their family receive the basic necessities everyone deserves in order to grow (e.g., healthy food, a safe environment), as well as specialized medical, mental health, social, educational or legal services.**

When parents are faced with overwhelmingly stressful conditions they need to seek help, but for some parents asking for help is not an easy thing to do. It may be embarrassing for some parents because it feels like an admission of incompetence; that they don't know how to solve their own problems or take care of their family. Other parents may not seek help because they don't know where to go for help, or the services needed have a stigma associated with them such as mental health clinics and domestic violence or homeless shelters. **Thus, parents need experiences that enable them to understand their rights in accessing services, gain knowledge of relevant services and learn how to navigate through service systems.** Family and child-serving programs must clearly communicate to parents that seeking help is not an indicator of weakness or failure as a parent. **On the contrary, seeking help is a step toward improving one's circumstances and learning to better manage stress and function well—even when faced with challenges, adversity, and trauma. When parents ask for help, it is a step toward building resilience.**

When parents seek help, it should be provided in a manner that does not increase stress. Services should be coordinated, respectful, caring and strengths-based. Strengths-based practice is grounded in the beliefs that:

- It is essential to forge a trusting relationship between parents and service providers and among service providers working with the same families
- Regardless of the number or level of adverse conditions parents are experiencing, they have assets within and around them, their family and their community that can be called upon to help mitigate the impact of stressful conditions and to create needed change
- Parents have unrealized resources and competencies that must be identified, mobilized and appreciated
- Parents must be active participants in the change process and not passive recipients of services
- Parents must first be guided through, and subsequently learn how to navigate, the complex web of health care and social service systems
- In addition to addressing each parent's individual difficulties, strengths-based practitioners must understand—and work to change—the structural inequities and conditions that contribute to these difficulties

A strengths-based approach helps parents feel valued because they are acknowledged as knowledgeable and competent. They develop a sense of self-confidence and self-efficacy because they have opportunities to build their skills, experience success and provide help to others. Thus, access to concrete support in times of need must be accompanied by a quality of service coordination and delivery that is designed to preserve parents' dignity and to promote their and their family's healthy development, resilience and ability to advocate for and receive needed services and resources.

## CONCRETE SUPPORT IN TIMES OF NEED: ACTION SHEET

### Your role

As a professional working with families, your role is not just to provide referrals to needed services, but to identify any barriers the families may have in accessing those services. Helping families overcome those barriers is crucial to ensuring that their concrete needs are met. Such help may entail:

- Encouraging help seeking behavior
- Working with the family to understand their past experience with service systems and any stigma they attach to certain services
- Helping the family to navigate complex systems by explaining eligibility requirements, filling out forms or making a warm handoff to an individual who can help them negotiate getting access to the services they need
- Helping the parent understand their role as an advocate for themselves and their child
- Giving parents opportunities to help meet concrete needs of other families in the program or the community, to encourage reciprocity

### Questions to ask when a family is in need

- What do you need to \_\_\_\_\_ (stay in your house, keep your job, pay your heating bill etc.)?
- What have you done to handle the problem? Has this worked?
- Are there community groups or local services that you have worked with in the past? What has been your experience accessing their services?
- Are there specific barriers that have made it difficult for you to access services in the past?
- How does dealing with these issues impact the way you parent?

### What to look for

- Is the parent open to accessing and utilizing services?
- Has the parent had positive experiences with services in the past?
- Does the parent have specific barriers (literacy, lack of transportation, etc.) that will make it difficult to access services?
- Are there personal behavioral traits (e.g., punctuality, willingness to share personal information, etc.) that the parent could address to more effectively utilize services?
- Does the parent try to buffer the child from the stress caused by the family's concrete needs?

### Activities to do with parents

- Ask the parent to identify one concrete need that, if met, would lighten his or her burden. Come up with a list of at least three possible avenues to get that need met (e.g., agencies to approach, people to ask for help, cutting back on other expenses).
- Talk to the parent about what their family's socioeconomic status was in their childhood and what effect that had on them. Discuss things their parents did or did not do to buffer them from the stress of poverty, to teach them the value of money or to make sure their needs were met.

# SOCIAL-EMOTIONAL COMPETENCE OF CHILDREN

PROTECTIVE & PROMOTIVE FACTORS

Early childhood is a period of both great opportunity and vulnerability. Early childhood experiences set the stage for later health, well-being and learning. In the past, most of the focus was on building young children's academic skills in an effort to ensure they were prepared for school. However, in recent years a growing body of research has demonstrated the strong link between young children's social-emotional competence and their cognitive development, language skills, mental health and school success. The dimensions of social-emotional competence in early childhood include:

- **self-esteem** - good feelings about oneself
- **self-confidence** - being open to new challenges and willing to explore new environments
- **self-efficacy** - believing that one is capable of performing an action
- **self-regulation/self-control** - following rules, controlling impulses, acting appropriately based on the context
- **personal agency** - planning and carrying out purposeful actions
- **executive functioning** - staying focused on a task and avoiding distractions
- **patience** - learning to wait
- **persistence** - willingness to try again when first attempts are not successful
- **conflict resolution** - resolving disagreements in a peaceful way
- **communication skills** - understanding and expressing a range of positive and negative emotions
- **empathy** - understanding and responding to the emotions and rights of others
- **social skills** - making friends and getting along with others
- **morality** - learning a sense of right and wrong

These dimensions of social-emotional competence do not evolve naturally. The course of social-emotional development—whether healthy or unhealthy—depends on the quality of nurturing attachment and stimulation that a child experiences. Numerous research studies show that a relationship with a consistent, caring and attuned adult who actively promotes the

development of these dimensions is essential for healthy social-emotional outcomes in young children. Actively promoting social-emotional competence includes activities such as:

- Creating an environment in which children feel safe to express their emotions
- Being emotionally responsive to children and modeling empathy
- Setting clear expectations and limits (e.g., "People in our family don't hurt each other.")
- Separating emotions from actions (e.g., "It's okay to be angry, but we don't hit someone when we are angry.")
- Encouraging and reinforcing social skills such as greeting others and taking turns
- Creating opportunities for children to solve problems (e.g., "What do you think you should do if another child calls you a bad name?")

Children who have experiences such as these are able to recognize their and others' emotions, take the perspective of others and use their emerging cognitive skills to think about appropriate and inappropriate ways of acting. Conversely, research shows children who do not have adults in their lives who actively promote social-emotional competence may not be able to feel remorse or show empathy and may lack secure attachments, have limited language and cognitive skills and have a difficult time interacting effectively with their peers. Evidence shows, however, that early and appropriate interventions that focus on social-emotional development can help to mitigate the effects of negative experiences in ways that lead to improved cognitive and social-emotional outcomes.

## SOCIAL AND EMOTIONAL COMPETENCE OF CHILDREN: ACTION SHEET

### Your role

It is important to increase parents' awareness of the importance of early relationships and of their role in nurturing their child's social-emotional development by:

- Providing concrete tips and resources to parents to help them build their skills
- Modeling developmentally appropriate interactions with children that help them to recognize and manage their emotions and build other social and emotional skills
- Connecting families to resources that can help support their children's social-emotional development—these might be simple (such as classes like Second Step, or books and games that help children to name or recognize their emotions) or more intensive (such as mental health counseling)
- Staying attuned to trauma and how it impacts the child's behaviors and relationships, including taking time to explain and discuss children's behavior with parents when they are "acting out" due to trauma

### Questions to ask

- How is the emotional relationship between you and your child?
- How do you express love and affection to your child?
- How do you help your child express his or her emotions?
- In what situations are your child's emotions hard for you to deal with?

### What to look for

- Does the child feel safe to express emotions in the relationship with the parent?
- Is the parent emotionally responsive to the child?
- Does the parent model empathy?
- Does the parent set clear expectations and limits (e.g., "People in our family don't hurt each other")?
- Does the parent separate emotions from actions (e.g., "It's okay to be angry, but we don't hit someone when we are angry")?
- Does the parent encourage and reinforce social skills such as greeting others and taking turns?
- Does the parent create opportunities for children to solve problems? (e.g., "What do you think you should do if another child calls you a bad name?")?

### Activities to do with parents

- Have the parent sketch out (or write out) an interaction with their child. Begin with an experience that typically makes the child happy, sad, frustrated or angry. Then have the parent illustrate or describe what the child does when he or she feels those emotions, how the parent responds and how the child responds. Identify and talk through positive or negative patterns in the interaction.
- Ask the parent to think of an adult who they loved as a child. What was it about the relationship with that adult that made it so important? Ask them what elements of that relationship they can replicate in their relationship with their child(ren).

# CSSP'S PROTECTIVE AND PROMOTIVE FACTORS

The Center for the Study of Social Policy (CSSP) works to create new ideas and promote public policies that produce equal opportunities and better futures for all children and families, especially those most often left behind. The foundation of all of CSSP's work is a child, family and community well-being framework that includes a focus on protective and promotive factors. Using an ecological perspective:

- **protective factors** are conditions or attributes of individuals, families, communities or the larger society that **mitigate or eliminate risk**
- **promotive factors** are conditions or attributes of individuals, families, communities or the larger society that **actively enhance well-being**

*Taken together, protective and promotive factors increase the probability of positive, adaptive and healthy outcomes, even in the face of risk and adversity.*

The **Strengthening Families™** and **Youth Thrive™** frameworks exemplify CSSP's commitment to identify, communicate and apply research-informed ideas that contribute to the healthy development and well-being of children, youth and families. As numerous studies affirm the importance of early childhood experiences in influencing adolescent and adult behavior, these frameworks provide a view of two interrelated phases of the lifespan developmental continuum: Strengthening Families focuses on families of young children (0-5 years old) and Youth Thrive on youth ages 11-26.

The Strengthening Families Protective Factors	The Youth Thrive Protective and Promotive Factors
<ul style="list-style-type: none"> <li>• Parental Resilience</li> <li>• Social Connections</li> <li>• Knowledge of Parenting and Child Development</li> <li>• Concrete Support in Times of Need</li> <li>• Social-Emotional Competence of Children</li> </ul>	<ul style="list-style-type: none"> <li>• Youth Resilience</li> <li>• Social Connections</li> <li>• Knowledge of Adolescent Development</li> <li>• Concrete Support in Times of Need</li> <li>• Cognitive and Social-Emotional Competence in Youth</li> </ul>

Parents, system administrators, program developers, service providers and policymakers can each benefit from learning about and using the Strengthening Families and Youth Thrive frameworks in their efforts to ensure that children, youth and families are on a path that leads to healthy development and well-being.

RFP #1181 Family and Children's Trust - Recommended Award Matrix

Total Available Funding for RFP \$700,000

Evaluator	Proposal Number									
	1 - COPE	2 - Ujima	3 - Vistability	4 - Hope Solutions	5 - STAND!	6 - MDUSD Crossroads	7 - Bay Area Crisis Nursery	8 - CAPC	9 - BACR	
FACT A	35	100	56	91	85	97	96	97	81	
FACT B	94	99	94	99	100	90	100	99	95	
FACT C	100	95	65	100	87	100	100	100	100	
FACT D	88	73	54	83	83	83	83	83	79	
FACT E	86	86	91	92	78	73	60	81	74	
FACT F	92	100	85	100	100	98	98	100	72	
Fiscal I	98	95	92	75	93.5	100	95	97	96	
Amount Requested	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 720,000
Meets FACT Eligibility	YES	YES	YES	YES	YES	YES	YES	YES	YES	
Average Score	84.71	92.57	76.71	91.43	89.50	91.57	90.29	93.86	85.29	
Ranking by Average Score	8	2	9	4	6	3	5	1	7	
FUND?	Y - 5; N - 1	Y - 6; N - 0	Y - 2; N - 4	Y - 5; N - 1	Y - 5; N - 1	Y - 5; N - 1	Y - 5; N - 1	Y - 6; N - 0	Y - 4; N - 2	
Funding Recommendation	YES	YES	No	YES	YES	YES	YES	YES	YES	
Funding Amount Recommended	\$ 80,000	\$ 80,000	\$ -	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 640,000
Area of County Served	Countywide	Countywide	Countywide	East & Central County	Countywide	Central County	Countywide	Countywide	West County	
RFP Priority Area	1	1, 3, 4	1, 2	1, 2, 3, 4	1,3	1, 2, 3, 4	3	1, 2, 3, 5	1, 2	



## Funding Priorities

Proposals in response to RFP # 1181 must address one or more of the following priorities:

1. Parenting education services including information and referral support services that focus on teaching new skills and knowledge to at-risk parents, families and individuals which include one or more of the following constructs:
  - a. Child growth and development with a focus on parental attitudes and satisfaction, parental communication, children's behavior and effective discipline techniques, and/or,
  - b. Locating programs which emphasize educational and enrichment services, and/or,
  - c. Bullying/gang violence awareness and prevention
  
2. Support for children with special needs and/or mental health needs and their families that focus on one or more of the following:
  - a. Afterschool programs which facilitate interactions between children with disabilities and typically developing peers to support social connections, youth resilience and social-emotional competence in youth, and/or,
  - b. Parent education and support for families of special needs children or children with mental health issues focusing on building the capacity of parents to engage in their children's lives and advocate for their children's treatment and education, and/or,
  - c. Other services which seek to reduce adverse childhood experiences and incorporate principles and competencies of the CSSP's Protective and Promotive Factors Framework
  
3. Early intervention services that focus on one or more of the following:
  - a. Prevention, early intervention and elimination of child maltreatment while in foster care, with an emphasis on reducing recurrence of maltreatment, and/or,
  - b. Prevention and early intervention of child abuse, and/or,
  - c. Prevention and early intervention of domestic or family violence (which includes child abuse).

NOTE - All programs must support culturally and linguistically appropriate services. All programs must include services for families involved with/or at risk of becoming involved with child welfare.
  
4. Afterschool or School Based Programs that:
  - a. Are evidence based, evidence informed or based on best practice for child of families involved with or at-risk of becoming involved with child welfare and/or children in foster care, and/or
  - b. Facilitate interactions between children to support social connections, youth resilience and social-emotional competence in youth, and/or,
  - c. Provide at-risk families access to safe, nurturing, engaging afterschool programs and activities, which help reduce familial stressors, and/or
  - d. Provide access to programs within schools to increase prevention and awareness strategies, such as counseling, home based visitation, problem solving, effective communication, resisting peer pressure, substance abuse awareness, and/or
  - e. Decrease the technological divide amongst youth in marginalized communities.

5. Education and training to agency and/or service providers on the CSSP's Protective and Promotive Factors Framework and Adverse Childhood Experiences Study, with an emphasis on incorporating these approaches into agency or service provider programming, including training programs for agency staff.

NOTE - All programs must support culturally and linguistically appropriate services. All programs must include services for the target population referenced in the RFP, including but not limited to families involved with/or at risk of becoming involved with child welfare, as well as vulnerable families with a history of mental illness, substance abuse or a history of abuse and neglect. Priority will be given to organizations providing a methodology to reduce the gap for children of color (including but not limited to, African American, Native American/Indigenous, LatinX, as well as specific groups of Asian and Pacific Islander, and families who come to the attention of child welfare systems to ensure race does not predict success and to improve access to tools to reduce child neglect and abuse.



Contra  
Costa  
County

To: Board of Supervisors  
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
Date: March 29, 2022

**Subject:** Construction Contract for New Generators at FS No. 2 at 2012 Geary Road, Pleasant Hill (WH715B) and FS No. 81 at 315 10th Street, Antioch (WH348B)

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**RECOMMENDATION(S):**

Acting as the governing body of the Contra Costa County Fire Protection District, APPROVE the design and bid documents, including the plans and specifications, for the above project;

DETERMINE that the bid submitted by PC Inc., complied with the requirements of the County's Outreach Program for this project, as provided in the project specifications; and FURTHER DETERMINE that PC Inc., submitted the best responsive and responsible bid for this project;

AWARD the construction contract for the above project to PC Inc., in the amount of \$789,000; and DIRECT that the Public Works Director, or designee, prepare the contract;

DIRECT that PC Inc. shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$789,000;

AUTHORIZE the Fire Chief, or designee, to sign the contract after it has been signed and returned by the contractor together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient;

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Aaron McAlister, Deputy Fire Chief (925)  
941-3300 x1101

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

ORDER that, in accordance with the project specifications and upon signature of the contract by the Fire Chief, or designee, any bid bonds posted by the bidders are exonerated and any checks or cash submitted for bid security shall be returned;

AUTHORIZE the Fire Chief, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retention into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contract pursuant to Public Contract Code Section 2230;

AUTHORIZE the Fire Chief, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142;

DELEGATE to the Public Works Director, or designee, pursuant to Public Contract Code Section 4114, the Board's functions under Public Contract Code Section 4107 and 4110.

FISCAL IMPACT:

This project is being funded with grant funds from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). There is a 25% local agency match requirement for this grant, and the federal contribution is capped at \$461,220. The District is responsible for any project costs exceeding the federal contribution limit. Funding for the District portion will come from general operating fund balance.

BACKGROUND:

In order to remain 100% in service and fully functional during extended power outages, the Contra Costa County Fire Protection District (District) must improve and upgrade backup generators at critical facilities.

At the June 12, 2018 Fire Board meeting, the Board authorized and approved the Fire Chief to apply for and accept funding from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) for new generators at Fire Station 2 and Fire Station 81.

Bids for this project were received and opened by the Public Works Department on February 24, 2022, and the results were as follows:

Bidder / Bid  
PC Inc. / \$789,000  
Saboo Inc. / 864,000

Under the initial grant application the project was estimated to cost \$615,000. However, this was early 2018 and under pre-covid conditions. The market for both labor and materials has changed significantly and the resulting bids are a reflection of that. Regardless of market conditions, the generators are in dire need of replacement and the federal share awarded will contribute to the costs.

The Fire Chief and Public Works Director recommends that the Board award the construction contract for this project to PC Inc., the lowest responsive and responsible bidder, in the amount of \$789,000.

CONSEQUENCE OF NEGATIVE ACTION:

If the project is not approved, the new generators will not be installed, and Fire Stations No. 2 and No. 81 will lack the ability to remain 100% in service and fully functional during power outages.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Purchase Order with Dell

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with Dell, in an amount not to exceed \$400,834 to procure Dell VxRail storage servers, professional services and support for the period May 1, 2022 through April 30, 2027.

**FISCAL IMPACT:**

Approval of this purchase order will result in expenditures of up to \$400,834 and will be funded 100% by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

Health Services Department (HSD) Information Technology currently owns Dell Compellent storage which will End-of-Support by March 2022. The new VXRail will be installed at the Concord and Pittsburg Data Centers with 5-year Dell ProSupport Mission Critical Services. The new hardware is a replacement for Dell Compellent which supports OnBase application, and CCLink data support Telehealth project for additional 200 thin clients use by Hospital and clinics throughout Contra Costa County. The new equipment suite will provide high-performance security for encrypted traffic, robust traffic inspection at high outputs, capabilities to support faster connection speeds, and upgrade capabilities for additional expansion capacity to support expected future growth. The professional services and support provided by Dell through this purchase will be governed by the Customer Purchase Agreement for Products and Services, dated February 14, 2017, between Dell and the County.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Patrick Wilson, (925)-335-8700

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this item is not approved, the quality of patient care could be negatively impacted without the purchase of this product suite. If the EOL equipment is not replaced, HSD will be unable to accommodate secured faster data link connectivity or provide future expansion capacity for infrastructure.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Contract #77-436 with Myriad Genetics, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-436 with Myriad Genetics, Inc., a corporation, in an amount not to exceed \$300,000 to provide molecular diagnostic laboratory testing services for Contra Costa Health Plan (CCHP) members, for the period from March 1, 2022 through February 28, 2025.

**FISCAL IMPACT:**

Approval of this contract will result in annual expenditures of up to \$300,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized health care services, including outside laboratory testing services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.

Under new contract 77-436, the contractor will provide molecular diagnostic laboratory testing services for CCHP members for the period March 1, 2022 through February 28, 2025.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialty laboratory testing services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Purchase Order with Watermark Medical, Inc

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to execute a Purchase Order with Watermark Medical, Inc. in an amount not to exceed \$432,000 for the rental fees and testing supplies for Home Sleep Study devices and any repairs of the same equipment for the Cardiopulmonary Sleep Clinic at the Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from February 1, 2022 through January 31, 2023.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I Budget.

**BACKGROUND:**

The Cardiopulmonary Department has been providing Home Sleep Study testing for more than 5 years to diagnose and assist sleep specialty physicians to make treatment decisions related to sleep disordered breathing. This treatment is critical to provide patients with the highest quality of life and the ability to maintain employment where testing and treatment is a requirement. Treatment of sleep disordered breathing can decrease the rate of clinical deterioration for patients with existing co-morbidities to result in minimizing the need for admissions to acute hospital care and the resulting higher costs related to unmanaged disorders; all these reasons will positively impact our Quality Improvement Program metrics.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: March 29, 2022

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

Contact: Ronny Leffel, (925) 550-2299

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, the Cardiopulmonary Department will not be able to provide diagnostic testing for patients suspected of sleep disordered breathing. When left untreated, this condition can cause worsening of cardiac and pulmonary diseases and endocrine disorders, resulting in increased incidents of hospital admissions for patients. This scenario would negatively impact our Quality Improvement Program metrics to manage these chronic disease conditions and result in decreased federal funding.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Contract #77-151-3 with KP LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-151-3 with KP LLC, a limited liability company, in an amount not to exceed \$400,000 to provide professional design, technical assistance, printing, publication and distribution of Contra Costa Health Plan (CCHP) membership materials, for the period from March 1, 2022 through February 28, 2023.

**FISCAL IMPACT:**

This contract will result in annual contractual service expenditures of up to \$400,000 and will be funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to provide certain identification cards and directories for its members under the terms of their Individual and Group Health Plan membership contracts with the County.

On March 10, 2020, the Board of Supervisors approved Contract #77-151-1 in the amount of \$4,000,000 with KP LLC, for the provision of professional design, technical assistance, printing, publication and distribution of CCHP membership materials for the period March 1, 2020 through February 28, 2022.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: March 29, 2022

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy

BACKGROUND: (CONT'D)

On December 8, 2020, the Board of Supervisors approved Contact Amendment Agreement #77-151-2 with KP LLC, for the provision of the CCHP Member Identification cards, marketing brochures and information packets with no change in the payment limit of \$4,000,000 or term through February 28, 2022.

Approval of Contract #77-151-3 will allow the contractor to continue to provide specialized printing, publication, distribution, and technical services, including producing member identification cards, marketing brochures, and information packets, through February 28, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain identification cards and directories 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: March 29, 2022

Subject: Purchase Order with Beckman Coulter, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to execute a Purchase Order with Beckman Coulter, Inc. in an amount not to exceed \$2,000,000 in total for the purchase of reagents and supplies for the clinical laboratory at the Contra Costa Regional Medical Center (CCRMC), for the period from May 15, 2022, through May 14, 2023. (100% Hospital Enterprise I Fund)

**FISCAL IMPACT:**

This purchase order will result in expenditures of up to \$2,000,000 and will be funded 100% by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

The CCRMC Clinical Laboratory uses Beckman Coulter, Inc. for reagents that are needed to perform routine testing on patient samples in the clinical laboratory. Monthly billing is for various tests done and replenishment of supplies as well as monthly lease(s), including an analyzer.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this purchase order is not approved, then the CCRMC Clinical Laboratory will not have access to this contractor's specific patient testing supplies, thus impacting patient safety and health.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Ronny Leffel, (925) 550-2299

By: , Deputy

cc:

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Mary Ann Mason, County Counsel  
Date: March 29, 2022

Subject: Contract for Specialized Professional Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Counsel, or designee, to execute, on behalf of Contra Costa County, a contract for specialized professional services with Hanson Bridgett LLP.

**FISCAL IMPACT:**

Provision for outside legal services is included in the appropriate FY 2022/2023 department operating budgets. Costs and payments are administered by the County Administrator's and County Counsel's Offices.

**BACKGROUND:**

From time to time, the County requires specialized expertise in the areas of income tax, employee benefits law, and litigation. Hanson Bridgett LLP has specialists in income tax and employee benefits law, including Judy Boyette, and can provide services needed in these areas in an efficient and cost-effective manner. Ms. Boyette has represented the County and other public agencies on tax and benefits issues for many years. The firm also has specialists in litigation, including Ray Lynch, who previously successfully represented the County in Ben Best v. Board of Retirement of the Contra Costa County Employee's Retirement Association, County of Contra Costa,

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: March 29, 2022

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

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

By: , Deputy

cc: Mary Ann McNett Mason, County Counsel, Monica Nino, County Administrator, Robert Campbell, Auditor-Controller, Hanson Bridgett, LLP (via County Counsel)

BACKGROUND: (CONT'D)

et al., and the Retiree Support Group of Contra Costa County v. Contra Costa County. The County Administrator's Office and the County Counsel believe that the continued services of Hanson, Bridgett, LLP will be of assistance to the County Counsel's Office in defending the County against legal challenges. This contract will supersede all previous agreements between the parties.

CONSEQUENCE OF NEGATIVE ACTION:

Potential delay in advice on tax and benefit issues and less efficient defense of challenges to County programs.





Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 29, 2022

Subject: Purchase Order - Victory Supply

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Sheriff-Coroner, a purchase order with Victory Supply in an amount not to exceed \$350,000 to purchase clothing, bedding & linen items as required for inmates for the West County, Martinez and Marsh Creek detention facilities for the period of April 1, 2022 through March 31, 2023.

**FISCAL IMPACT:**

\$350,000. 100% General Fund; Budgeted.

**BACKGROUND:**

The Office of the Sheriff is required to provide inmates with bedding, well-fitting clothing and personal hygiene items in accordance with the Title 15 CCR Minimum Standards for Local Detention Facilities. Victory Supply is being used as a secondary vendor for inmate clothing to ensure uninterrupted operation of the Office of the Sheriff facilities. This vendor provides better economical pricing on specific items in comparison to the Sheriff's primary supplier. Their clothing, bedding and linen items do meet the standards and specifications for use in inmate housing facilities.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Sheriff's Office would not be able to purchase required items to operate it's detention facilities at an economical price.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: March 29, 2022

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

Contact: Heike Anderson, (925) 655-0023

By: , Deputy

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marc Shorr, Chief Information Officer  
Date: March 29, 2022

**Subject:** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Information Officer, a purchase order amendment to PO 015391.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Information Officer, Department of Information Technology, a purchase order amendment to PO 015391 with Insight Public Sector, to increase the payment limit by \$300,000 from \$1,840,705 to \$2,140,705 for the purchase of additional Microsoft Azure License/Reservations and overages for the period of October 2020 through April 2022.

**FISCAL IMPACT:**

The cost is charged out to user departments based on actual usage. (100% User Fees)

**BACKGROUND:**

The Department of Information Technology (DoIT) initiates, on behalf of various County Departments, the purchase of Microsoft Enterprise desktop licensing, which includes a prepaid portion for Azure data storage within the Microsoft cloud environment. At the time the original Purchase Order was initiated

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: March 29, 2022

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

Contact: Marc Shorr, 925-608-4071

By: , Deputy

BACKGROUND: (CONT'D)

in 2019, very few County Departments were utilizing Azure for data backup and storage. As the County's remote workforce increased significantly in 2020 due to the onset of COVID-19, the need for Azure data backup and storage also increased. This ongoing need for cloud storage has created a deficit of the prepaid Azure overages under the current Microsoft Enterprise Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order amendment is not approved County Departments utilizing the service are vulnerable to data loss and may not be able to adequately support their remote workforce.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Contract Amendment #23-673 with Telcor, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, (1) Amendment 1 to Software Support Agreement; and (2) Amendment 1 to License Purchase Agreement (LPA), with Telcor Inc, a corporation, effective March 29, 2022, to update Attachment A of the LPA, to the current offerings, for support services with the glucose monitoring software solution utilized by the Contra Costa Regional Medical Center's (CCRMC) laboratories in an amount not to exceed \$3,954, through the period ending December 31, 2022,

**FISCAL IMPACT:**

Approval of this amendment will result in an expenditure of up to \$3,954 and will be funded by 100% Hospital Enterprise Fund I. (Rate Increase)

**BACKGROUND:**

This contract meets the needs of CCRMC patients by providing a Point Of Care (POC) solution with secure access options. Telcor QML® is a POC solution hosted within the

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: March 29, 2022

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

Contact: Patrick Wilson, 925-335-8777

By: , Deputy

BACKGROUND: (CONT'D)

County defined data center(s) and available through the County's chosen application distribution mechanism. This solution affords the ability to receive and report results from 150+ different POC medical device(s) that perform testing outside the traditional lab setting, such as; the bedside, patient satellite labs, stand-alone emergency department units, clinics, physicians' offices, and jails.

In 2008, the Purchasing Services Manager executed the Telcor Inc Software Support (SSA) and License Purchase Agreement (LPA) for the provision of software support services for Telcor QML®. The parties now desire to amend the SSA and the LPA to reflect the current listing of licensed software (Attachment A). This contract includes a Business Associate Addendum with indemnification limiting Telcor's liability to exclude incidental or consequential damages.

Approval of Contract Amendment #23-673 allows the contractor to provide services through December 31, 2022, including support services for the glucose monitoring software solution utilized by the Contra Costa Regional Medical Center's (CCRMC) laboratories.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CCRMC laboratories will not have support for their glucose monitoring software solution. In turn, having a negative impact on patient care. Without support, the software may not function properly causing issues such as misinformation which could ultimately lead to misdiagnosis.



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Caoile, Director of Risk Management  
Date: March 29, 2022

Subject: Contract with Experian Consumer Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Risk Management, or designee, to execute a contract with ConsumerInfo.com, Inc., doing business as Experian Consumer Services, for the period from March 29, 2022 through June 29, 2024 for credit monitoring services of those potentially effected by a data breach in an amount not to exceed \$1,000,000.

**FISCAL IMPACT:**

Costs are paid through the County's Public Liability Insurance Internal Service Fund

**BACKGROUND:**

At various times between June 24, 2021, and August 12, 2021, email accounts of various employees at Employment and Human Services and Human Resources were accessed by an unauthorized source. It is unknown whether any emails or attachments in the accounts were accessed or downloaded by the unauthorized source.

The County's Cyber Insurance carrier was contacted and the carrier's cyber-security response team recommended entering into the agreement with ConsumerInfo.com, Inc. Under the terms of the agreement, ConsumerInfo.com, Inc. will provide credit monitoring services to those whose information

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: March 29, 2022

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

Contact: Karen Caoile 925-335-1400

By: , Deputy

cc:

BACKGROUND: (CONT'D)

was potentially disclosed during a data breach.

Pursuant to the terms of the agreement, ConsumerInfo.com, Inc.'s liability to the County for damages is limited and the County agrees to indemnify and defend ConsumerInfo.com, Inc., including paying attorney's fees, for matters related to the data breach or for the County's failure to meet its obligations under the parties' agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the agreement could result in those whose information was disclosed, during a data breach of Employment and Human Services and Human Resources' email system, to not having credit monitoring.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

**Subject:** Contract #74-644 with Harinder S. Auluck and Associates Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-644 with Harinder S. Auluck and Associates Corporation, a corporation, in an amount not to exceed \$209,664, to provide outpatient psychiatric care services to mentally ill adults in Central Contra Costa County, for the period from March 1, 2022 through February 28, 2023.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted expenditures of up to \$209,664 and will be funded by 100% Mental Health Realignment Funds.

**BACKGROUND:**

This contract meets the social needs of the County's population by providing outpatient psychiatric care for adults who in Central Contra Costa County.

Under Contract #74-644, the contractor will provide outpatient mental health services to mentally ill adults in central Contra Costa County for the period from March 1, 2022 through February 28, 2023.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: March 29, 2022

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

Contact: Suzanne Tavano, Ph.D.,  
925-957-5169

By: , Deputy

cc: Alaina Floyd, marcy.wilham

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's clients will not have access to this contractor's psychiatric care services.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 29, 2022

**Subject:** Advanced Helicopter Services, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Advanced Helicopter Services, Inc., in an amount not to exceed \$3,000,000 for helicopter maintenance services for the period February 1, 2022 through January 31, 2024.

**FISCAL IMPACT:**

\$3,000,000; budgeted. These expenditures are covered by a combination of agency user fees, annual SLESF (Supplemental Law Enforcement Services Fund) allocation, and P-6 Zone revenue.

**BACKGROUND:**

Advanced Helicopter Services, Inc., will provide maintenance services for the Sheriff's helicopters. The helicopter program is an integral element of effective law enforcement operations, providing enhanced patrol, surveillance, and search and rescue capabilities. Continuation of the helicopter program hinges on the maintenance services provided under this contract. Costs associated with this contract are partially offset by revenue generated by neighboring jurisdictions contracting for helicopter services and indirectly offset by State of California Department of Boating and Waterways grant funding.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: March 29, 2022

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

Contact: Chrystine Robbins, 925-655-0008

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the continuation of the helicopter program will at risk with no maintenance agreement.

CHILDREN'S IMPACT STATEMENT:

None.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

**Subject:** Payment for services provided by Cactus Healthcare Resources LLC.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$10,675 to Cactus Healthcare Resources LLC, a corporation, for consultation and technical assistance for Health Services Department's Information Technology Unit for the period December 16, 2021, through December 31, 2021.

**FISCAL IMPACT:**

Approval of this payment will result in expenditures of up to \$10,675 and will be funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

On December 10, 2019, the Board of Supervisors approved Contract #23-638-1 with Cactus Healthcare Resources, LLC to provide consultation and technical assistance with regard to information technology analytics and assisting with the project management and implementation of new systems for the period January 1, 2020, through December 31, 2021. Near the end of the two-year term, due to the pandemic, additional resources were provided to address the short-term needs of the department. This caused a slight overage of costs, but the contractor provided additional consulting services to the County, in good faith.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Patrick Wilson, 925-335-8777

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The contractor is entitled to payment for the reasonable value of its services under the equitable relief theory of quantum meruit. That theory provides that where a contractor has been asked to provide services without a valid contract, and the contractor does so to the benefit of the County, the contractor is entitled to recover the reasonable value of those services. The contractor has provided services at the request of the County after the original contract payment limit had been reached. The Department cannot pay the contractor for services rendered that exceed the contract limits. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment not to exceed \$10,675 to Cactus Healthcare Resources LLC.

CONSEQUENCE OF NEGATIVE ACTION:

If this payment is not approved, the contractor will not be paid for services provided in good faith.

ATTACHMENTS

Retro Payment Memo

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

SAMIR B. SHAH, MD  
CHIEF EXECUTIVE OFFICER



CONTRA COSTA  
REGIONAL MEDICAL  
CENTER

ADMINISTRATION  
2500 Alhambra AVE.  
Martinez, California 94553  
Ph (925) 370-5475  
Fax (925) 957-5156

DATE: March 17, 2022

TO: Tasha Scott, Health Services Director of Contracting

FROM: Palak Jain  
Buyer II

SUBJECT: Request for Retroactive Approval to add funds to Contract #23-638-1, Cactus Healthcare Resources LLC, for consultation and technical assistance for Health Services Department's Information Technology Unit for the period January 1, 2020 through December 31, 2021.

---

STATEMENT OF NEED FOR RETROACTIVE CONTRACT

The above referenced contract between the Contra Costa Health Services and Cactus Healthcare Resources LLC, to provide consultation and technical assistance with regard to information technology analytics and assisting with the project management and implementation of new systems for the period January 1, 2020, through December 31, 2021.

We ask for additional funds totaling \$7,592.50 to be added to pay for service rendered by the Contractor in good faith. Due to the pandemic, additional contractors were needed over the year to address the short term needs of the department. This caused a slight overage of costs.

The contract, #23-638-1, will have a new payment limit of, not to exceed, \$1,187,792.50.

BENEFIT TO CONTRA COSTA COUNTY

If this request is not approved, the Contractor will not be paid for services requested by County staff and provided by Contractor.

AUTHORIZATION OF SERVICES

These services were requested/authorized by the CIO of the Contra Costa Health Services Department.





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Marsh, Interim Employment and Human Services Director  
Date: March 29, 2022

Subject: 2022-23 Head Start and Early Head Start Recruitment/Enrollment Plan and Admissions Priority Criteria

---

**RECOMMENDATION(S):**

APPROVE the 2022-2023 Head Start Recruitment and Enrollment Plan and the Admissions Priority Criteria for early care and education programs of the Community Services Bureau, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

Head Start Performance Standard 1305.3(c)(6) mandates that the Head Start grantee set criteria, based on a community assessment that defines the types of children and families who will be given Head Start priority for recruitment and selection. This Board Order accepts the Employment and Human Services Department (EHSD), Community Services Bureau (CSB) Selection Criteria and Recruitment Plan for the 2022-2023 program year. Due to the community need for full-day, full-year services and the mandate that Head Start and Early Head Start programs collaborate for full-day services, EHSD CSB has adopted selection criteria, organized by priorities, which meet the State Department of Education regulations. The plan is set forth in the 2022-23 CSB Admissions Priorities/Section Criteria.

To meet Head Start

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: C. Youngblood, (925) 608-4964

By: , Deputy



BACKGROUND: (CONT'D)

and Early Head Start enrollment goals, plans must be developed and set in place for adequate marketing and recruitment strategies. CSB utilizes community assessment to identify populations to be served by the Head Start program and to recruit those eligible to receive services. The recruitment and enrollment plan is set forth in the 2022-2023 Head Start/Early Head Start /Early Education and support Program Recruitment and Enrollment Plan. The plans were approved by the Head Start Policy Council on January 19, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval, the Employment and Human Services Department, Community Services Bureau, would not be in compliance with Head Start regulations.

CHILDREN'S IMPACT STATEMENT:

This action 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 the County.

ATTACHMENTS

Recruitment and Enrollment Plan  
Admissions Priorities

## 2022-2023 Head Start/Early Head Start/Early Education and Support Programs Recruitment and Enrollment Plan

Contra Costa County Employment and Human Services Department - Community Services Bureau

DESIRED OUTCOME: To inform the public about services available through the Contra Costa County Community Services Bureau, particularly those populations identified in our Community Assessment, and to recruit and enroll eligible children and their families into the Head Start, Early Head Start and Early Education and Support Programs.

Goal #1: To recruit eligible pregnant women, infants, toddlers, and children.

Goal #2: To recruit children with disabilities.

Goal #3: To recruit special populations as per our community assessment and selection criteria: CPS/At-Risk, Domestic Violence, Limited English, Need for Full Day Care, Homeless, TANF/CalWORKS Recipient, Children with Health Impairments, Teen Parents, Grandparent Caregivers, and children of currently or formerly incarcerated parents.

ACTIVITIES	PERSON (S) RESPONSIBLE	TIMELINE	LOCATION	INFORMATION TO INCLUDE	DISTRIBUTION
Mobilize Parents – Word of Mouth, is our best strategy. Make sure a supply of flyers is available for parents to take and give out.	Comprehensive Services, Site Supervisors, Parent/ Family, Community Engagement Officer, and ERSEA Manager	March 2022	Policy Council, Parent Meetings, Family Newsletter, Tables in entryways.	Reproducible Flyers and Pre-App Screening Forms. Contest – parent with most screening forms wins prize. Palm Cards w/HS enrollment info.	All CSB and Delegate and Partner sites.
Pamphlets/flyers distributed: a) General info on CSB services b) Enrollment flyers c) Home-based services	Teachers, Site Supervisors, Comprehensive Services Staff, Home Educators, Centralized Enrollment Unit staff.	Ongoing	Laundromats WIC offices Grocery Stores Classrooms Elementary Schools Clinics Community-Based Organizations County Agencies Local churches Education Offices Libraries Hospitals Community Events/Flea Markets Check Cashing Agencies High Schools One-Stop Locations Housing site offices ( <i>including- 9 housing sites in San Ramon</i> ) Homeless Programs Community Centers (Richmond, San Pablo, Oakley, Willow Pass) Parks & Rec centers (Ambrose) LiHEAP office Stage 2 & Alternative Payment Plans Family Entertainment Centers (Roller Rinks) Community Colleges First Five	Pictures Short paragraph describing program options Who is eligible Explanation of services available List Health, Nutrition, Education, Family Services, Family Wellness, Parent Engagement, Disabilities Services Home base Contact numbers and/or persons	HEAP mailings Food Stamp Offices Parent Meetings Doctors' Offices EHSD Child Care Offices Volunteer Bureaus One-Stop Centers Parents Farmers Markets (Richmond Main Street, San Pablo, Concord) <i>*See "Location" section for additional distribution information</i>

## 2022-2023 Head Start/Early Head Start/Early Education and Support Programs Recruitment and Enrollment Plan

Contra Costa County Employment and Human Services Department - Community Services Bureau

ACTIVITIES	PERSON (S) RESPONSIBLE	TIMELINE	LOCATION	INFORMATION TO INCLUDE	DISTRIBUTION
Family Newsletter	Comprehensive Services, Site Supervisors	Quarterly	Distribute to all parents / partners	Who is eligible? Who to Contact? Program Activities Events, Educational opportunities	Early Intervention Programs Community Partners Elementary Schools in the District
Contact Agencies Serving Children	ERSEA Manager, Comprehensive Services Managers	Spring and Fall and as needed	WIC offices SELPAs Child Care Centers School Districts Private Providers Community-Based Organizations Community Recreation Sites PTAs Human Service Department Partner Sites Family Child Care Networks Resource and Referral Agencies Stage 2 & Alternative Payment Plans First Five Offices & Centers Homeless Shelter OB/GYN Offices LiHEAP office Agencies serving children with special needs	Initial letter containing description of Head Start and Agency services and program options Personal visit to discuss coordination services, share program and curriculum information, plan referrals.	Community
Coordinate Transition Activities with Elementary Schools	MH/Disabilities Manager; Site Supervisors Education Managers	Spring/ Summer and throughout the year as needed	Childcare Centers Elementary Schools Other agencies for intake for special needs children High School/IT	Any pertinent information on child, - authorized by parent	Elementary School staff meetings & parent meetings; Site based staff meetings/ parent meetings; Policy Council Meetings
Speak at local organizations	Directors, Assistant Directors, Comprehensive Services Mgrs., Male Involvement Coordinator	Ongoing	Union Meetings Faith Based Organizations SHARE County Malls Fairs Clubs Community Events Other Government Agencies Non-Profit Agencies Businesses, Corporations and Foundations	Make Head Start staff or Policy Council rep. available Describe advantageous services Distribute pamphlets List of centers with contact information Set up information table with posters and pictures Application packages	Civic Organizations PTA meetings Church groups Community events

**2022-2023 Head Start/Early Head Start/Early Education and Support Programs Recruitment and Enrollment Plan**  
 Contra Costa County Employment and Human Services Department - Community Services Bureau

<b>ACTIVITIES</b>	<b>PERSON (S) RESPONSIBLE</b>	<b>TIMELINE</b>	<b>LOCATION</b>	<b>INFORMATION TO INCLUDE</b>	<b>DISTRIBUTION</b>
"Staff Walks around the Community"	Site Supervisors, Comprehensive Services Staff, and Centralized Enrollment Unit staff.	May – August and as needed	Neighborhoods Other Agencies	Brief description of services Magnets or other marketing aids with contact info Flyers	Community
Any opportunity for free ads in local media, including social media	Assistant Directors; Analysts, Social Media Team	Spring-Fall	Local newspaper agencies, Penny Saver, Grapevine, Radio, Public Access TV, agency presence on Facebook and Twitter, etc.	Short information on program, in English and Spanish Contact information (Recruitment hotline)	Newspapers and on line.
Community Events	ALL STAFF	Ongoing	Contra Costa County	Information on employment for teachers Informational Flyers Magnets, etc. with brief information	Community
Maintain supply of free Head Start pamphlets (order from ACF)	Site Supervisors, Managers for HB and Partners Comp. Services Asst. Managers	Ongoing	All CSB Centers All Partner/Delegate centers One Stop Career Centers Human Services Department SS of WIC SparkPoint Family Justice Center LiHEAP office	Description of Head Start program and sample activities, with contact information.	Community
Implement streamlined referral processes per MOUs	ERSEA Manager	Ongoing	CFS BBK RCEB Health Services CalWorks	Protocol and Procures Forms Tracking of special referrals	Organizations noted in "Location" section.
Recruitment through partnerships	ERSEA Manager, Comprehensive Services Managers, Partner Unit	Ongoing	CSB's Head Start and State child development partner agencies	Information of CSB's HS services including different program models to meet client needs. Site location and contact list. Transfer coordination.	Childcare and development partnerships
Digital Advertising	CSB Analyst and Hired consultants	6 month trial	Facebook, Instagram, Twitter	Program information, re-direct to CSB Connect	Digital platforms



## CONTRA COSTA COUNTY CSB Admissions Priorities / Selection Criteria 2022-2023 Program Year



Head Start Performance Standard 1302.14 (a)(1) mandates that the program set criteria, based on our Community Assessment, that define the types of children and families who will be given priority for recruitment and selection. Kindergarten is available in all communities that we serve. Due to the community need for full-day, full-year services, and the mandate that the Head Start & Early Head Start Program collaborate for full-day services, CSB has adopted the following selection criteria presented in order of priority, which also meets the regulations of our partner, the California Department of Education and California Department of Social Services with one exception as noted below\*:

<b>INFANTS &amp; TODDLERS (Aged 0-3, including pregnant women)</b>	<b>PRE-SCHOOL (Aged 3-5)</b>
<ol style="list-style-type: none"> <li>1. Transfers of children currently enrolled in Early Head Start and California Childcare and Development programs</li> <li>2. CPS or Child At Risk, Foster Child♦, Currently Homeless♦ or Homeless within the last 18 months</li> <li>3. Eligible infant/toddler with disabilities (IEP or IFSP)</li> <li>4. Sibling of a child already enrolled in the program</li> <li>5. Current TANF Recipient♦ or within 24 months</li> <li>6. Lowest income infant/toddler</li> </ol> <p><b>*Exception</b></p> <p><b>Contra Costa College:</b></p> <p>On October 3, 2008, the California Department of Education granted CSB an enrollment waiver to give first priority to children of college students at our Contra Costa College Children’s Center.</p>	<ol style="list-style-type: none"> <li>1. Transfers of children currently enrolled in Head Start and California Childcare and Development programs</li> <li>2. CPS or Child At Risk, Foster Child♦, Currently Homeless♦ or Homeless within the last 18 months</li> <li>3. Eligible 3 and 4 yr. olds with disabilities (IEP or IFSP)</li> <li>4. Sibling of a child already enrolled in the program</li> <li>5. Eligible 4 yr old with special circumstances               <ul style="list-style-type: none"> <li>▪ Families experiencing domestic violence</li> <li>▪ Limited English</li> <li>▪ Families Needing Full Day services</li> <li>▪ Current TANF♦ recipient or within the last 24 months</li> <li>▪ Health Impairments</li> <li>▪ Teen Parents</li> <li>▪ Grandparent caregivers</li> <li>▪ Children with current or former incarcerated parent(s)</li> </ul> </li> <li>6. Lowest income 4 yr. old</li> <li>7. Eligible 3 yr old with special circumstances               <ul style="list-style-type: none"> <li>▪ Families experiencing domestic violence</li> <li>▪ Limited English</li> <li>▪ Families Needing Full Day services</li> <li>▪ Current TANF♦ recipient or within the last 24 months</li> <li>▪ Health Impairments</li> <li>▪ Teen Parents</li> <li>▪ Grandparent caregivers</li> <li>▪ Children with current or former incarcerated parent(s)</li> </ul> </li> <li>8. Lowest income 3 yr old</li> </ol>

♦ Denotes categorical eligibility as per Head Start Performance Standard 1302.14 (b), at least 10 percent of the enrollment will be made available to children who meet the definition for children with disabilities. Children enrolled in the EHS-CCP2 program must be receiving child care subsidies at time of enrollment, as required by the Early Head Start-Child Care Partnership 2 (EHS-CCP2) grant. CSB 603 –2022-2023 Admissions Priorities / Selection Criteria, approved by Policy Council on 01/19/2022 and approved by Board of Supervisors on xx/xx/xxxx



Contra  
Costa  
County

To: Board of Supervisors  
From: LEGISLATION COMMITTEE  
Date: March 29, 2022

Subject: FY 2023 Federal Community Project Funding Requests

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**RECOMMENDATION(S):**

1. AUTHORIZE the County Administrator, or designee, to submit specified FY 2023 community project funding requests to the County's congressional delegation for submission to the federal Appropriations Committees in the House of Representatives and the Senate.
2. AUTHORIZE the Chair of the Board to sign letters of support on behalf of the Board of Supervisors for the projects submitted by Contra Costa County to members of the County's congressional delegation.

**FISCAL IMPACT:**

There is an unknown potential federal revenue increase from the selection of a Contra Costa County project for "Community Project Funding." Local matching funds may be required.

**BACKGROUND:**

While County staff and our federal advocates were seeing reports in the fall of 2020 about the potential return of "earmarks" in the federal budget process, it wasn't until mid-February 2021 that the possibility became more plausible, with the announcement from the House and Senate Appropriations chairs that a reformed process to ensure greater transparency and accountability was underway for "community projects." A press release from the House Appropriations Committee Chair Rosa DeLauro on Feb. 26, 2021 made the opportunity official: the House would accept Member requests for "Community Project Funding, with

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: L. DeLaney, 925-655-2057

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

reforms enacted to ensure the funding is dedicated to genuine need and not subject to abuse. Earmarks, also known as "member-directed spending," were ended when Republicans took control of the House in 2011 following years of controversy; the Senate followed suit. However, banning the practice stripped congressional leaders of a powerful tool to respond to the community needs of a state or congressional district, and local jurisdictions lost a mechanism of federal funding for our local needs.

In March 2021, County staff received guidance documents from the House Committee on Appropriations for "Community Project Funding" requests. Members of Congress were limited to submitting only 10 Community Project Funding proposals (across all Appropriation bills) for their district, with no guarantee that they would be funded. Subsequent to that guidance, County staff began receiving solicitation documents from our members of Congress. The County submitted 11 community project funding requests to Congressman DeSaulnier, 6 project requests to Congressman Thompson, 4 projects to Congressman McNerney, and 3 projects to Congressman Swalwell.

When President Biden signed the Omnibus budget on March 15, 2022, funding for the following 6 County projects totaling \$4.7 million was included, thanks to support from Congressmen DeSaulnier, Thompson, and McNerney and Senators Feinstein and Padilla. *(Note the total does not include \$1.5 million secured for East Contra Costa Fire Protection District, advanced by Congressman McNerney and Senator Padilla.)* In addition, funding for the *Harmful Algal Bloom Demonstration Program* was secured in the amount of \$4 million, which was advanced by Congressman DeSaulnier to assist with addressing the health of the Delta.

1	Contra Costa Crisis Services Hub	\$ 1,000,000
2	Mobile Crisis Response Team Expansion	\$ 1,061,552
3	Collaborative Care Implementation	\$ 900,000
4	Just Transition Economic Revitalization Plan	\$ 750,000
5	Veterans Memorial Building Improvements (D-11)	\$ 700,000
6	Veterans Memorial Building Improvements (D-9)	\$ <u>300,000</u>
		\$ 4,711,552

For federal FY 2023, departments have been notified of the anticipated opportunity for community project funding; they have consulted with our federal lobbyists and have submitted to the CAO's office project proposals for the Board's consideration. The Legislation Committee (Chair Burgis/Vice Chair Mitchoff) reviewed the project proposals at their Feb. 14, 2022 meeting.

The Appropriations Committee requires a letter or resolution of support from the Board of Supervisors for submitted projects. We have also been advised that requests will be given priority that have the following features:

- Funding from other sources such as state, local, or non-governmental organizations; and
- The requested amount can complete the project.

The "General Community Funded Project Guidance from the Appropriations Committee" for FY 2022 also provided the following information:

**Matching Requirements:** Several Federal programs eligible for Community Project Funding requests require a State or local match for projects either by statute or according to longstanding policy. The Committee will not waive these matching requirements for Community Project Funding requests. Note: This does not mean that matching funds must be in-hand prior to requesting a project, but that local officials must have a plan to meet such requirements in order for such a project to be viable.

**One-year funding:** Each project request must be for fiscal year funds only and cannot include a request for multiyear funding.

**Transparency:** Certain information about project requests submitted by Members to the Appropriations Committees will be made public. This includes: the proposed recipient; the address of the recipient; the amount of the request; and an explanation of the request, including purpose, and a justification for why it is an appropriate use of taxpayer funds.

**Community Support:** Community engagement and support is crucial in determining which projects will be ultimately selected for Federal funding. Only projects with demonstrated community support will be considered by the Appropriations Committee. The Appropriations Committee encourages project sponsors to include evidence of support for proposals including:

- Letters of support from elected community leaders;
- Press articles highlighting the need for the requested Community Project Funding;
- Support from newspaper editorial boards;
- Projects listed on State intended use plans, community development plans, or other publicly available planning documents; or
- Resolutions passed by city councils or boards.

Although County staff have not yet received specific forms to fill out for FY 2023, as was the practice a decade ago, there have been questions posed in the guidance documents that Congress Members would be required to submit for their project submittals. These

questions include:

1. Requesting Entity (Legal Title)
2. Full Address
3. Requesting Entity Staff Contact Info: Name/Title/Phone/Email
4. Project Name
5. Funding Amount Requested
6. Total Cost of Project and breakdown of funding sources (detail all local, state and/or private funds. Are these funds secured, expected, or you are still seeking?)
7. Description of Project
8. Project Justification (Need for the project)
9. Justification for why the project is an appropriate use of taxpayer funds and is a public benefit
10. If you are a public entity, is the project on your Capital Improvement Program? (Please provide documentation or explain why not)
11. Upload Capital Improvement Program documentation
12. Explanation of how the federal funds will be spent (for example, on equipment, construction, labor, etc.)
13. Cities in which the project is located and will be performed
14. Appropriations Bill for the Request
15. Federal Agency for the Request
16. Account for the Request
17. Are you submitting this request to another Member of Congress? If so, who?
18. Upload letter of support or resolution of support from local elected leaders of your government entity (or entities) in your region
19. Upload other helpful documents (e.g., press articles about the project, documentation that the project is listed on community development plans or regional plans, etc.)

The projects that have been put forth for support by the Board of Supervisors for FY 2023 are described in Attachment A. The projects included, in alphabetic order, are:

1	Building Electrification Retrofit Project (Conservation & Development)	\$ 700,000
2	Byron Utilities Project (Airports)	\$ 1,800,000
3	Human Trafficking Unit Support (District Attorney)	\$ 1,000,000
4	Just Transition Economic Revitalization Plan--Phase II (DCD)	\$ 500,000
5	Policing the Teen Brain Training Program (Probation)	\$ 1,180,000
6	Transition Aged Youth Diversion Program (District Attorney)	\$ 1,000,000

## ATTACHMENTS

### Attachment A: Project Descriptions



## Earmark Request

### Building Electrification Retrofit Pilot

Removing fossil fuels from buildings will be part of the United States' clean energy transition. Retrofitting existing buildings with electric heating, air conditioning and appliances has the potential to reduce greenhouse gas (GHG) emissions by 30-60% compared to mixed-fuel buildings.<sup>1</sup> A growing number of jurisdictions, including Contra Costa County,<sup>2</sup> now require newly constructed buildings to be all-electric. However, few jurisdictions have adopted policies or programs to electrify existing buildings. This proposed earmark will create a program to assist property owners within Contra Costa County to electrify existing buildings, resulting in a model that can be replicated in other parts of the country.

This earmark will leverage Contra Costa County's prior experience and success reducing GHG emissions in the built environment. The County has a long track record of operating home energy retrofit programs through the federally funded Low Income Weatherization Program and through the Bay Area Regional Energy Network, funded by the California Public Utilities Commission. In addition, through partnership with the Rocky Mountain Institute (RMI) and Emerald Cities Collaborative (ECC), Contra Costa County is currently participating in a nine-month Equitable Home Electrification Program for local governments and community-based organizations in California to create equitable solutions for electrifying existing residential buildings. This work will allow the County to identify national models and best practices for electrification of existing homes, particularly in disadvantaged communities.

To leverage its experience operating home energy retrofit programs and expertise in building electrification gained through the Equitable Home Electrification Program, the County is requesting one-time funding of \$700,000 over a 2-year period to implement a two-phase project to (1) develop a local program model to cost effectively retrofit existing buildings to be all-electric, thereby eliminating GHG emissions, and (2) pilot the program model in buildings identified through the County's existing home energy retrofit programs by providing incentives such as rebates to encourage property owners to incorporate building electrification into their existing energy retrofit projects. This pilot would prioritize building electrification retrofits in communities identified as "disadvantaged" by the State of California.

#### Phase 1 - \$150,000

Phase 1 would conduct a study to identify criteria for cost-effective retrofits to convert existing mixed-fuel buildings to all-electric buildings and develop a program model to be tested in phase 2. The program model will consider use of electricity from renewal sources such as local renewably powered microgrids and battery storage.

#### Phase 2 - \$550,000

Phase 2 would coordinate with existing residential energy efficiency retrofit program administrators, such as the Bay Area Regional Energy Network, County Low Income Weatherization program, and MCE (the County's Community Choice Aggregator) to identify projects in their pipelines that meet the building criteria established in the study completed in Phase 1. Funding under this phase would provide

<sup>1</sup> California Air Resources Board, Building Decarbonization, as of January 26, 2022, [https://ww2.arb.ca.gov/our-work/programs/building-decarbonization/existing-buildings#\\_ftn1](https://ww2.arb.ca.gov/our-work/programs/building-decarbonization/existing-buildings#_ftn1)

<sup>2</sup> On January 18, 2022, Contra Costa County adopted an ordinance that requires all new construction of residential buildings, hotels, office, and retail buildings to be all-electric, eliminating the use of natural gas.

financial incentives such as rebates for projects meeting the criteria identified in Phase 1 to voluntarily expand their scope to include building electrification. This phase will also include a final summary report with a cost-effectiveness analysis for all projects that participated in the pilot.

This earmark would help inform policy makers within Contra Costa County, as well as others locally and nationally, on options to consider when developing existing building electrification policies or programs to reduce GHG emissions and improve health and safety.

## Byron Airport Utility Program

**Project Name:** Byron Airport Utility Program

**Project Description, Need and Timing:** The Byron Airport is poised for future general and corporate aviation and aviation-related development, but that future growth and full build out of the airport as shown in the adopted 2005 Master Plan is dependent upon utility improvements (such as sewer and water connections) both on and around the Airport. Byron Airport does not have water or sewer services and relies on a non-potable water service, a septic system, a fire pond and related facilities for fire suppression, sewer services, and potable water. The existing systems offer limited capacity for new development permitted under the Airport Master Plan.

Byron Airport will not be able to achieve build out and provide expanded transportation services for the region unless and until it has potable water, enhanced fire pond improvements and sewer system improvements. This is a high priority project as it is critical to facilitate growth, economic development opportunities, transportation and connectivity, and best serve the East Contra Costa County region.

If funded, system designs and environmental analysis will begin immediately upon receipt of funding. This work is anticipated to take a maximum of twelve months; timing is dependent on the environmental work. Construction of the improvements will commence upon completion of the design and environmental work. The entire project is expected to be completed within twenty-four months of funding provided.

**Total Amount Requested and Project Estimated Total:** The funding request is for \$1,800,000 and the total estimated cost is \$6,000,000 for the water connection and treatment, fire pond improvements, and sewer system improvements.

**Has this Project been Submitted to another Subcommittee or Committee:** No.

**Source of other Funds Committed for Match or Maintenance:** Yes, the Airport Enterprise Fund will pay for any project match and on-going maintenance obligations.

**Does Project Require an Environmental Review:** Yes, the project is subject to CEQA and NEPA will be required in order to change the Airport Layout Plan to depict the improvements.

**Type of Project:** The project will primarily promote economic development potential.

**Does Project Primarily Benefit Low Income Persons or Tribal Communities:** No.

**Does Project Impact Beneficiaries of HUD's Rental Assistance Programs:** No.

**Community Partners Participating in Project:** The Aviation Advisory Committee, Elected Officials, economic development organizations, businesses, and the Airport Land Use Commission.

**Is Project Included in HUD Consolidated Plan:** No.

**Is Project Intended to Address Issues Related to Climate Change or resiliency, civil unrest, or inequalities:** No.

To: Lara DeLaney  
Senior Deputy County Administrator

From: Contra Costa District Attorney

Subject: Proposal to Appy Federal Funds to  
Enhance Efforts to Collaboratively Prevent and Respond to  
All Forms of Human Trafficking in our Community

Date: January 31, 2022

## I. Overview

The Contra Costa District Attorneys Office is the sole prosecuting agency with Contra Costa County. Our sole mission is to seek justice and enhance public safety for all residents.

It has become clear that human trafficking occurring in and through our community is significant. Sex and labor trafficking occur in several forms here, including street level prostitution, exploitation through on-line dating applications and social media sites, domestic servitude, wage theft and extortion.

In 2018, District Attorney Diana Becton established the office's first Human Trafficking Unit to develop a collaborative and comprehensive approach to combat exploitation of persons for sex, or labor, coordinate victim services, and provide education to raise community awareness. Contra Costa County received a federal grant, and the District Attorney's office became the funded law enforcement partner in the Federal Enhanced Collaborative Model to Combat Human Trafficking grant. We expanded our partnership with The Contra Costa Alliance to End Abuse and local direct service providers to build a local, state and federal Human Trafficking Task Force, which has seen remarkable success.

The Contra Costa District Attorney's office has been a leader in our County's collaborative efforts to identify victims of all forms of human trafficking, but is significantly underfunded to meet the needs of our community. The Human Trafficking Unit needs to expand in order to truly have a meaningful impact on crimes of trafficking and exploitation in our community.

## II. Trends

Human trafficking is among the worlds fastest growing criminal enterprises and is estimated to be a \$150 billion-a-year global industry. It is a form of modern day slavery that profits from the exploitation of our most vulnerable populations. The International Labor Organization estimates that there are more than 24.9 million human trafficking victims worldwide at any time. This includes 16 million victims of labor exploitation, 4.8 million victims of sexual exploitation, and 4.1 million victims of state imposed forced labor. The victims of human trafficking are often young girls and women. Young girls and women are 57.6% of forced labor victims and 99.4% of sex trafficking victims. <sup>1</sup>

<sup>1</sup> *Human Trafficking*, State of California, Department of Justice, Oag.ca.gov

Highway 4 links sex trafficking victims and exploiters from East to West Contra Costa. Richmond and San Pablo see street-level prostitution in the 23<sup>rd</sup> Street corridor (known as a “blade”). East and Central County see on-line dating applications being used to promote commercial sex that then occurs in cars parked in public places (“car dates”) or hotels.

The economic instability caused by the pandemic has made people more vulnerable to both sex and labor exploitation. Commercial sex, often involving domestic and teen-dating violence, has become a part of intimate partner relationships as more couples struggle to make ends meet. Young people glamorize commercial sex based on popular culture / music which promotes the so-called “pimp” lifestyle.

### III. Racial Equity

In Contra Costa County, many of our sex trafficking victims are young Black and Hispanic women. Young people glamorize commercial sex based on popular culture / music which promotes the so-called “pimp” lifestyle.

### IV. Gaps

We do not have adequate resources and/or staff, and there is a continued need to develop a collaborative and comprehensive approach to combat exploitation of persons for sex, or labor, to coordinate victim services, and provide education to raise community awareness. Given the multijurisdictional nature of this work, there is an acute need for a Human Trafficking Coordinator, who brings together the large number of local, state and federal law enforcement agencies due to the multijurisdictional nature of this work, along with other essential staff who support the work of the Human Trafficking Unit. The existing staff is strained because in addition to managing complex human trafficking cases, they must actively engage in prevention, awareness-raising outreach events, community events, and school trainings. These activities are critical to meeting grant mandates, as well as building trust between law enforcement, community members and social service/advocacy professionals.

Human trafficking cases are complex, often involving an enormous amount of evidence that must be examined from digital devices, like cell phones, computers, and social media accounts. Additional resources are needed to strengthen identification, investigation and prosecution of all types of Human Trafficking Cases.

### V. Intersectionality:

The victims of human trafficking are often young girls and women. Young girls and women are 57.6% of forced labor victims and 99.4% of sex trafficking victims. <sup>2</sup>

<sup>2</sup> *Human Trafficking, State of California*, Department of Justice, Office of the Attorney General, Oag.ca.gov

In Contra Costa County, our victims are all too often young Black and Hispanic women. Young people glamorize commercial sex based on popular culture / music which promotes the so-called “pimp” lifestyle.

In Contra Costa we have adopted a Five-prong approach. Prevention, Education, Awareness, and Enforcement, are supported by robust victim services. Our Human Trafficking prosecutors have noted how genuinely surprised many defendants are to be facing serious criminal consequences for supporting or profiting from the commercial sex work of others. As a result, we have partnered with Outreach Teams to teach human trafficking in local high schools including Richmond High and Cal High in order to raise awareness and allow our youth to make more informed choices in this arena to avoid both victimization and criminal justice system involvement.

Our Human Trafficking Unit collaborates with trusted advocacy partners including The Alliance, CVS, Family Justice Centers, CFS / CSEC Steering Committee, STAND, Love Never Fails, Justice at Last, Bay Area Legal Aid and more and on teaching, outreach and prevention.

Our Task Force partners now include the US Attorney’s Office, FBI and Homeland Security Investigations, California’s Department of Industrial Relations, Franchise Tax Board and Employment Development Department, Contra Costa law enforcement agencies, and local victim service providers.

## VI. How Federal Funds will Support and Enhance Prevention

Our Human Trafficking Unit actively supports outreach aimed at prevention, education, and awareness. Staff, including Victim-Witness advocates represents the Task Force at awareness-raising events such as National Night Out and Human Trafficking Days of Action, based out of our Family Justice Centers in Richmond and Antioch.

Prevention is enhanced by prosecutors who engage in outreach into schools to teach Human Trafficking awareness in Richmond, San Ramon and Antioch schools, and have plans to expand the work with the San Pablo Police Department, along with working to secure Richmond as the location for a pilot, federally funded school outreach program. Our Human Trafficking Unit collaborates with trusted advocacy partners including The Alliance, CVS, Family Justice Centers, CFS / CSEC Steering Committee, STAND, Love Never Fails, Justice at Last, Bay Area Legal Aid and more and on teaching, outreach and prevention. Augmenting Human Trafficking Unit Staff will allow these efforts to continue and expand, even as referrals, investigations and prosecutions increase.

## VII. How Federal Funds will Enable Transformational, Bold Ideas to Better Support Immigrant Workers and Families

The Human Trafficking Unit and Task Force have fantastic opportunities to expand our outreach efforts to those community members who are particularly vulnerable to labor trafficking and exploitation such as day laborers, construction workers, seasonal farm workers, domestic workers in hotels and motels and elder care facilities, in the first languages of these workers.

These populations are disproportionately Hispanic and Asian community members lacking immigration status. The Task Force envisions outreach to vulnerable communities, including distributing information that will help these community members support their families by understanding their legal rights to California's minimum wage and overtime, and fair, safe working conditions. Materials would be produced in English, Spanish and Mandarin and presented by/with advocacy partners already working in and trusted by these communities with the expected goal of connecting victims to culturally-competent services and support and investigating /prosecuting exploiters to get court-ordered restitution for the legal value of the victim's labor and support applications for Continued Presence, U Visas and / or T Visas.

These innovative approaches will require that we add capacity to the Human Trafficking Unit in order to plan and execute these outreach efforts and also to respond to the increased referrals, investigations and prosecutions, and victim service needs that will result.

## VIII. What Success Will Look Like When Federal Funds Are Used to Add Capacity to the Human Trafficking Unit and Human Trafficking Task Force

The District Attorney's office will be able to better fulfill its existing mission of creating a sustainable, multidisciplinary and collaborative Human Trafficking Task Force. The office will have sufficient trained and experienced staff members to support and expand on existing outreach and training efforts. This will generate more case referrals, more investigations, more survivors recovered and connected to culturally competent services and support and more traffickers held accountable through state and/or federal prosecutions that have a goal of making victims whole through court-ordered restitution. As awareness of rights and potential liabilities increases, community members will be able to make more informed choices to avoid or mitigate exploitative situations involving labor and/or commercial sex or access needed help.

Also support for data collection and analysis allows for all Task Force partners to take more of a "data driven approach" to investigations and prosecutions, thus maximizing scarce resources.

## IX. Funding Request \$1 Million

## General Information – Community Project Requests

### 1 Project Name

#### **Just Transition Economic Revitalization Planning—Phase II**

### 2 General Description of the project and why needed

Contra Costa County is at the forefront of a larger movement in California to revitalize our economy as we move away from fossil fuels. Four of the Bay Area's five refineries are located in Contra Costa County. Two of those have announced plans to transition operations to biodiesel or other non-petroleum operations, which will in turn affect the entire industrial sector as many supply chain companies are located in the county in order to serve the refineries.

Contra Costa residents as well as the County itself (as the lead permitting authority) want to ensure there are intentional workforce and land use transitions to support this monumental change. Contra Costa has an opportunity to revitalize its economic base as it both recovers from the COVID-19 pandemic and navigates this major shift in employment, revenue, and associated impacts. There is no funding available to support this big-picture strategic revitalization effort (referred to colloquially as Just Transition). The goal is to make Contra Costa a hub for green jobs with trained workforce ready to go and assure the long-term success of this historically industrial area. This effort will complement existing and ongoing strategic visioning in the Northern Waterfront Economic Development Initiative and the Contra Costa County Envision 2040 General Plan.

Phase I of the Just Transition Economic Revitalization Planning (JTERP) effort was awarded \$750,000 in Community Project Funding in the FY22 Federal budget. This amount was allocated to three main prongs – a robust stakeholder engagement effort, specialized studies and economic analyses, and county staff support. Phase I will conclude with a plan to move forward with implementing Just Transition Economic Revitalization Strategies, along with financing strategies.

To jump-start the implementation phase, \$500,000 is requested for JTERP Phase II, to seed a pilot project that will demonstrate a successful model with scaling potential. This may be in the workforce development, economic development, sustainability, or community benefit spheres, depending on what is determined in Phase I. Having this allocation ready to go will drive a quick turnaround and sustain momentum for a clean, equitable Just Transition in Contra Costa County.



**Project Name:** Policing the Teen Brain in Contra Costa County

**Funding Amount Requested:** Scalable from \$590,000 to \$1,180,000

**Total Cost of Project:** Scalable from \$590,000 to \$1,180,000

<b>Department</b>	<b>PTB Program</b>	<b>Program Cost</b>	<b>OT/Backfill Costs</b>
Probation	Train the trainer, 4-days	\$75,000	\$75,000
Sheriff's Office	Train the trainer, 4-days	\$75,000	\$75,000
(22) County-wide agencies with law enforcement duties <sup>1</sup>	Standard, 2-days	\$20,000/Dept.	\$20,000/Dept.
<b>TOTAL COST:</b>		\$590,000	\$590,000

This project is scalable from \$590,000 to \$1,180,000. Policing the Teen Brain™ program fees total \$590,000. The remaining \$590,000 is estimated backfill overtime costs for agencies to participate in the training. Fully or partially funding the overtime costs will allow agencies the economic flexibility to send a full cadre of students to the training.

**Project Contacts:**

Denise Zabkiewicz, PhD  
 Research & Evaluation Manager  
 Office of Reentry & Justice, Probation Department  
[Denise.Zabkiewicz@orj.cccounty.us](mailto:Denise.Zabkiewicz@orj.cccounty.us)

Melissa Klawuhn  
 Assistant Sheriff, Administrative Services Bureau  
 Office of the Sheriff  
[mklaw@so.cccounty.us](mailto:mklaw@so.cccounty.us)

**Description of Project:**

This project seeks funding to deliver Policing the Teen Brain™ (PTB) training sessions among all departments and offices with law enforcement duties in the County. PTB is a training program conducted by Strategies for Youth (SFY), a Cambridge, MA based organization. The program, based on research in adolescent development and psychology, was designed to supplement standard law enforcement training and increase officers' understanding of young people. Training sessions highlight the differences between youth and adult cognitions, including that youth cognitions are more likely to be "hot" and that they have the tendency to assert their autonomy. Role-play exercises with youth from local communities allow young people to share their perceptions of officers' responses and reinforce the differences between youth and adult perceptions and behaviors to social and

<sup>1</sup> Please see Appendix A for a list of all county-wide departments and offices with law enforcement duties.

contextual cues. PTB participants are taught skills and techniques to respond to young people in a manner that recognizes but redirects behavior that is typical of a young person as well as strategies to de-escalate emotionally heated or aggressive encounters to minimize violence and ultimately, reduce arrests. In addition, participants are taught to identify compromised youth behavior that might indicate mental health problems, substance use, trauma, or some combination. Lastly, portions of the training focus on factors that commonly affect youth and their behavior, such as neighborhood demographics and cultural messaging. This important aspect of the training program speaks to the potential for mitigating any racial disparities in the arrests of young people.

SFY offers a standard 2-day program that includes an assessment to customize the training to meet the needs of the local community as well as a policy review with an eye toward how the language of each policy reflects a trauma-informed, youth development approach. This two day program has been estimated to cost \$20,000 per community agency for the training of 35-40 participants. The additional \$20,000 per community agency is estimated to cover overtime and backfill costs.

SFY also offers a 4-day train the trainer program conducted by a SFY psychologist and patrol officer where local officers learn how to train their peers. This training includes identification and training of local psychologists and community-based youth-serving organizations to provide future trainings and to serve as a resource to the agency as well as coaching to assist in the implementation of 2-day trainings. This 4-day train the trainer program is estimated to cost \$75,000 per community agency for the training of up to 25 participants. The additional \$75,000 per community agency is estimated to cover overtime and backfill costs.

Given the size of the Probation Department and the Sheriff's Office, the train the trainer program was deemed to be the most efficient for long term sustainability.

### **Project Justification:**

Despite consistent neurobiological evidence that the adolescent and young adult brain differs from the adult brain, law enforcement officers rarely receive adequate training in effective communication and interaction strategies with youth. Given that young people are often fearful and defensive when confronted by law enforcement, equipping officers with practical and applicable strategies and skills that promote positive interactions, increase trust, and reduce conflict between officers and young people in the community as well as reduce arrests is a salient goal.

Further, this particular program, PTB, has been found to be highly effective in a broad range of settings (please see Appendix B & C). PTB training in neuro-developmentally sensitive

techniques has been shown to markedly decrease youth arrests and improve police-youth interactions in diverse communities. In light of the growing diversity of Contra Costa County as well as concerns surrounding racial disparities in the juvenile justice system, this program provides an opportunity to build trust with a broad range of young people and relationships that might divert a young person from arrest. Most importantly, the prevention of youth arrest has important lasting implications for the youth, the youth's family and community as it prevents formal youth involvement in the justice system. This is a particularly meaningful goal as youth arrest is associated with future criminal behavior.

In addition, while there are a broad range of justice related programs that serve young people in the community, few aim to prevent arrest. The PTB program is targeted at the stage of primary prevention, where the greatest opportunities to redirect behaviors exist, compared to the secondary stage of prevention that would follow arrest. Thus, the primary prevention aspect of the PTB program holds a significant opportunity to not only touch many more young lives in the community but to have a positive and meaningful impact on those young lives. Further, by incorporating local non-governmental organizations serving youth, local psychologists and youth from the County, this collaborative approach will encourage community ownership of a county-wide training program.

And, finally, given that studies show that maturity level doesn't peak until the early-mid 20s, this program will benefit not only juveniles but young adults in the community.

**Justification for why the Project is an appropriate use of taxpayer funds and is a public benefit:**

Most police academies devote less than 1% of training to interactions with young people (approximately 3 hours). Further, to date, the Commission on Peace Officer Standards & Training (POST) does not offer any supplemental training on the neuroscience of young people and the developmental differences between young people and adults. Given that the arrest and incarceration of juveniles fails to decrease recidivism, utilizing taxpayer funds to finance an evidence-based program that supports public safety and improves community relations with law enforcement is an appropriate use of taxpayer dollars that will benefit all communities in the County.

**If you are a public entity, is the project on your Capital Improvement Program? (Please provide documentation or explain why not).**

No. This project is not a capital improvement project.

**Explanation of how the federal funds will be spent (for example, on equipment, construction, labor, etc.):**

The funds for this program will be spent directly on the trainings offered by PTB for all county-wide law enforcement agencies willing to participate. The training costs include SFY's fees as well as the backfill overtime costs for agencies to sustain operational staffing levels while officers attend the training courses. Not all officer positions require backfill and these rates are projected estimates.

**Cities in which the project is located and will be performed:**

Please see Appendix A, attached, for the list of county-wide police departments and other agencies with law enforcement duties that have been invited to participate in this training.

**Upload letter of support or resolution of support from local elected leaders of your government entity (or entities) in your region:**

(Forthcoming with final package.)

**Upload other helpful documents (e.g., press articles about the project, documentation that the project is listed on community development plans or regional plans, etc.)**

Appendix A: Contra Costa County Departments and Offices with Law Enforcement Duties

Appendix B: Bostic, J.Q., Thureau, L, Potter, M., Drury, S.S. (2014) *Policing the Teen Brain*. Journal American Academy of Child and Adolescent Psychiatry, 53(2):127-129.

Appendix C: Aalsma, M.C., Schwartz, K., Tu, W. (2018) *Improving police officer and justice personnel attitudes and de-escalation skills: A pilot study of Policing the Teen Brain*, Journal of Offender Rehabilitation, 57:7, 415-430.

To: Lara DeLaney  
Senior Deputy County Administrator

From: Contra Costa District Attorney

Subject: Fund Request for Federal Community Project funding

Date: January 31, 2022

**Overview:**

The Contra Costa District Attorney's Office is the sole prosecuting agency within Contra Costa County. Our sole mission is to seek justice and enhance public safety for all residents.

Young people of color are disproportionately represented in the justice system. The main idea of Young Adult Diversion is to implement restorative justice diversion as an alternative pathway for transitional age youth (TAY), aged 18-24, who are arrested for specified felonies and serious misdemeanors. The Young Adult Diversion is part of a larger movement to recognize young adults in the justice system as a distinct group with distinct needs. TAY are disproportionately represented in the justice system, disproportionately arrested, and have the highest recidivism rate of any group. The Young Adult Diversion Program is a shift away from a punitive response, and instead a focus on healing, restoration, and accountability. The primary goal is to redirect youth from the criminal justice system, reduce the pipeline into the justice system, reduce recidivism and reduce disparities in the justice system.

**Data:**

According to the 2019 data collected by the California Department of Justice (DOJ), youth of color bore the brunt of justice system involvement. Also, based on data from the Final Report of the Contra Costa County Racial Justice Task Force, across the County, Black adults were more than 3 times more likely to be arrested than adults from any other racial/ethnic group, and Black youth were more than 7 times more likely to be arrested than youth from any other racial/ethnic group.

- Black, Latinx, and youth of color are more likely to be arrested in California compared to white youth.
- In California, compared to white youth, Black youth are 8.7 times more likely to be arrested, and Latinx youth are 2.1 times more likely to be arrested.
- Systemic racism has led to the increase of racial and ethnic disparities at each subsequent point of contact within the juvenile justice system.
- Black and Latinx, and youth of color are more likely to have their arrest referred to court, get sentenced, and be incarcerated for longer periods of time. <sup>1</sup>

<sup>1</sup> (Haywood Burns Institute. United States of Disparities. Retrieved from: <https://usdata.burnsinstitute.org/#comparison=3&placement=3&rac=1,2,3,4,5,6&offenses=5,2,8,1,9,11,10&year=2017&view=m>)

**Trends:**

Data confirms that Youth of color bear the brunt of California's justice system, and that youth of color are primarily impacted by the system. Across the state is that there is a demand for change.

**Racial Equity:**

Across Contra Costa County, racial and ethnic disparities in arrests and detention of youth plague our system. According to data from the State of California's Department of Justice's criminal Justice Statistics Center, Black people are more likely to be arrested than individuals from any other racial or ethnic group in every city but one in Contra Costa County.<sup>2</sup> Additionally, both Black and Latinx youth were 50% more likely to be detained than White youth.<sup>3</sup>

**Gaps:**

There has never been a post-arrest, pre-charge diversion program in Contra Costa County aimed at prevention over incarceration for TAY (18-24 years old). TAY youth are system impacted and bear the burden of systemic inequities including racial and ethnic disparities. Resources for this group of young people are extremely limited.

**Prevention:**

A Young Adult Diversion program will divert youth away from punitive solutions and towards rehabilitative services. Youth will be provided with wraparound services that are trauma informed, culturally relevant, and developmentally appropriate.

**Intersectionality:**

TAY youth, are disproportionately represented in the justice system, disproportionately arrested, and have the highest recidivism rate of any group. The Young Adult Diversion Program is a shift away from a punitive response, and instead a focus on accountability, healing, and restoration, for the youth, the victim, and the community. The program will divert felonies and serious misdemeanor cases for which youth of color are disproportionately arrested and/or incarcerated. Victims are contacted and provide meaningful input, if desired. Victims also have the opportunity to get answers, and to see the youth show remorse for their actions.

<sup>2</sup> (Contra Costa County Racial Justice Task Force (2017). Final report to board of supervisors. Retrieved from: [http://64.166.146.245/docs/2018/BOS/20180724\\_1121/34430\\_FINAL%20CCC-RJTF\\_BoS-memo\\_20180710\\_STC.pdf](http://64.166.146.245/docs/2018/BOS/20180724_1121/34430_FINAL%20CCC-RJTF_BoS-memo_20180710_STC.pdf)

<sup>3</sup> (California Department of Justice. (n.d.). Retrieved from: <https://openjustice.doj.ca.gov/crime-statistics/arrests>

**Transformational Bold Ideas:**

District Attorney Becton is an advocate for solutions that reduce youth incarceration and vulnerability to the prison pipeline. The District Attorney's office will partner with other justice partners, and with community-based programs to develop case eligibility requirements, avoid net-widening and focus on reducing racial and ethnic disparities

The *bold idea* is to invest in prevention over incarceration. The Young Adult Diversion Program is a shift away from a punitive response, and instead a focus on healing, restoration, and accountability. The primary goal is to redirect youth from the criminal justice system, reduce the pipeline into the justice system, reduce recidivism, increase victim satisfaction, and reduce disparities in the justice system.

**Success:**

The anticipated successful outcomes are:

- Redirect youth from the criminal justice system
- Lower recidivism
- Development of "life skills"
- Reduce racial and ethnic disparities in the criminal justice system
- Data collection and transparency
- Reduce related fiscal and social costs

**Funding Request:** \$1Million



Contra  
Costa  
County

To: Board of Supervisors  
From: Russell Watts, Treasurer-Tax Collector  
Date: March 29, 2022

**Subject:** AUTHORIZING CLOSURE OF ACCOUNTS OF FORMER LOS MEDANOS COMMUNITY HEALTHCARE DISTRICT

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2022/105 approving and authorizing the closure of former Los Medanos Community Healthcare District financial, investment, and business accounts, including but not limited to accounts established with Bank of the West and the Local Agency Investment Fund (LAIF) operated by the California State Treasurer's Office.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

On March 9, 2022, the Local Agency Formation Commission (LAFCo) recorded a Certificate of Completion (Document No. 2022-0042380) with the County Clerk-Recorder dissolving the Los Medanos Community Healthcare District. The recording was completed following action by the California Supreme Court to deny the Los Medanos Community Healthcare District's petition requesting review of the Court of Appeal's decision in

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Belinda Zhu, (925) 608-9550

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Los Medanos Community Healthcare District v. Contra Costa LAFCO and Contra Costa County challenging the dissolution approved by LAFCo.

The dissolution of the District was originally authorized by LAFCo Resolution No. 17-13B, which approved the dissolution, including certain terms and conditions related to that action. The terms and conditions of the dissolution, among other things, appoint Contra Costa County to serve as successor agency of the dissolved District and charges the County with winding up the former District's affairs. This includes taking possession and disposing of District assets and liabilities.

Since the March 9, 2022 dissolution of the District by LAFCo, the County has been working with entities to gain control of the District's financial assets. In that time, there has been a request for formal action by the Board of Supervisors to authorize the closure of an account. To satisfy that request, and in anticipation of future such requests from financial institutions or other entities for which the District had an open business account, today's action serves as the Board of Supervisors' authorization to close those accounts as part of its responsibility as successor agency to the former District. In addition, any remaining proceeds in such account will be authorized to be remitted to the County Treasury for use in the former District area.

CONSEQUENCE OF NEGATIVE ACTION:

County staff will not have a formal authorization from the Board of Supervisors requesting the closure of former District accounts potentially making it difficult to adhere to the Terms and Conditions set forth in LAFCo Resolution No. 17-13B with regard to the County's responsibilities as successor to the District.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Resolution 2022/105

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

Adopted this Resolution on 03/29/2022 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2022/105**

**AUTHORIZING CLOSURE OF FINANCIAL, INVESTMENT AND BUSINESS ACCOUNTS OF THE LOS MEDANOS COMMUNITY HEALTHCARE DISTRICT**

**RESOLVED** by the Board of Supervisors of Contra Costa County that:

**WHEREAS**, on September 12, 2018, the Contra Costa Local Agency Formation Commission (LAFCo) adopted Resolution No. 17-13B, approving the dissolution of the Los Medanos Community Healthcare District and appointing Contra Costa County as sucessory agency to the District once the dissolution became effective; and

**WHEREAS**, on March 9, 2022, the California Supreme Court denied the Los Medanos Community Healthcare District's petition requesting review of the Court of Appeal's decision in *Los Medanos Community Healthcare District v. Contra Costa LAFCO and Contra Costa County* challenging the dissolution approved by LAFCo; and

**WHEREAS**, on March 9, 2022, LAFCo recorded a Certificate of Completion with the Contra Costa County Clerk Recorder's Office (Document No. 2022-0042380) resulting in the immediate dissolution of the District; and

**WHEREAS**, since March 9, 2022, the County has been working with entities to gain control of the District's financial assets and received a request from Bank of the West for formal action by the Board of Supervisors to authorize closure of the District's bank account; and

**WHEREAS**, to satisfy that request, and in anticipation of future such requests from financial institutions or other entities for which the District had an open business account, it is necessary for the Board to authorize the closure of all of the Dsitrict's business accounts.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Board of Supervisors authorizes the closure of any and all financial, investment and business accounts operated, controlled, or otherwise held by the former Los Medanos Community Healthcare District.
2. Any proceeds remaining in an account upon its closure shall be remitted to the Contra Costa County Treasurer-Tax Collector for deposit in the County Treasury.

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

**ATTESTED: March 29, 2022**

, County Administrator and Clerk of the Board of Supervisors

**Contact: Belinda Zhu, (925) 608-9550**

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 29, 2022

Subject: Annual Housing Element Progress Report for Calendar Year 2021

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**RECOMMENDATION(S):**

ACCEPT the 2021 Annual Housing Element Progress Report, in accordance with Government Code section 65400.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Housing Element is one of seven mandatory elements that every California jurisdiction must include in its General Plan. State law mandates that all local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The Association of Bay Area Governments (ABAG) allocates a share of the Bay Area regional housing need to all the cities and counties in the Bay Area.

The County's Housing Element is part of the 5th Regional Housing Need Assessment (RHNA) Cycle that covers the eight-year planning period from 2015 to 2023. During this period, the County is expected to plan for the provision of 1,367 units of housing in the unincorporated County.

Pursuant to Government Code Section 65400, the County is required to submit an annual report to the State Department of Housing and Community Development (HCD) and the State Office of Planning and Research by April 1 of each year. Jurisdictions are also required to submit the annual report to their legislative bodies for review and comment. The County's full 2021 Annual Housing Element Progress Report is included as Attachment A.

In 2021, the County issued 136 building permits for single-family dwellings, 100 building permits for accessory dwelling units, two building permits for mobile homes, five building permits for duplexes, and one building permit for a multifamily building. The majority of these issued permits are non-deed restricted units with the exception of the multifamily building permit. The multifamily project includes a density bonus and is deed restricted with 12 very low income units and 24 moderate income units. Eight building permits included the demolition of existing units on the parcel accompanied with a new construction permit in 2021, for a net gain of 527 new housing units.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Christine Louie, (925) 655-2888

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The following is a summary of the County's progress in meeting its share of regional housing needs. Calendar year 2021 is the seventh year of the the eight-year Housing Element cycle. The County has issued building permits for 176% of its total aggregate share of the region's allocated housing units. Through the first seven years of the current housing cycle, the total number of units for which the County has issued building permits is 2,408 units, which includes 99 very-low income units, 216 low-income units, 165 moderate-income units, and 1,928 above-moderate income units. While the County has already exceeded gross housing production goals, production of new housing units available to households in the moderate-, and very low-income categories is behind but progressing. So far, the County has issued building permits to meet 26% of the very low-income category, 99% of the low income category and 68% of the moderate income housing units indicated in the County's Housing Element and RHNA for Contra Costa County. The issuance of a building permit is what the State considers a "unit" for the purposes of this report.

The County continues to implement 31 housing related programs, including programs designed to remove governmental constraints to maintaining, improving, and developing housing. A summary of the programs and recent accomplishments are included as Table D in the attached report.

For the past four reporting years, the State has required all jurisdictions to provide a greater volume of information regarding new housing projects as part of the annual progress report. This information includes the additional reporting requirements of recently adopted housing legislation.

CONSEQUENCE OF NEGATIVE ACTION:

The Annual Housing Element Progress Report must be submitted no later than April 1 in accordance with Government Code Section 65400. The County is required to provide the Annual Housing Element Progress Report to the Board of Supervisors in a public meeting to allow the public an opportunity to review and comment on the report. Non-submittal of the report may result in disqualification from applying for or receiving certain state grants.

ATTACHMENTS

Attachment A

**Please Start Here**

General Information	
Jurisdiction Name	Contra Costa County - Unincorporated
Reporting Calendar Year	2021
Contact Information	
First Name	Christine
Last Name	Louie
Title	Senior Planner
Email	christine.louie@dcd.cccounty.us
Phone	9256552888
Mailing Address	
Street Address	30 Muir Road
City	Martinez
Zipcode	94553

**Optional:** Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

v 2\_15\_2022

Jurisdiction	Contra Costa County	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2016 - 01/31/2023

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

**Table A  
Housing Development Applications Submitted**

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Applications		Application Status	Notes	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4.5+ ADU,MH)	Tenure R= renter O= owner	Date Application Submitted* (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(d)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?	Please indicate the status of the application.	Notes*
Summary Row: Start Data Entry Below																						
	183142005	2033 GRANT WALNUT CREEK		CDSU21-00001	ADU	R	4/8/2021							266	0	266	132	0				
	098414002	475 HAY POINT		CDSU21-00002	ADU	R	3/4/2021							1		1			No	No	N/A	Approved
	138150015	250 PINE CREEK WALNUT CREEK		CDSU21-00003	ADU	R	3/30/2021							1		1			No	No	N/A	Approved
	367260005	63 FOX CT MARTINEZ		CDSU21-00004	ADU	R	2/4/2021							1		1			No	No	N/A	Approved
	430233029	2495 RANCHO ROAD IN THE EL SOBRANTE		CDSU21-00005	ADU	R	4/28/2021							1		1			No	No	N/A	Approved
	416063012	2491 GREENWOOD DR SAN PABLO		CDSU21-00006	ADU	R	3/30/2021							1		1			No	No	N/A	Approved
	570121020	951 LIVORNA ALAMO CA		CDSU21-00007	ADU	R	2/18/2021							1		1			No	No	N/A	Approved
	100302031	215 WELLINGTON AT PROPERTY		CDSU21-00008	ADU	R	2/26/2021							1		1			No	No	N/A	Approved
	196130041	17 CUMORAH ALAMO		CDSU21-00009	ADU	R	2/19/2021							1		1			No	No	N/A	Approved
	375242008	1321 SANTA FE MARTINEZ		CDSU21-00010	ADU	R	4/20/2021							1		1			No	No	N/A	Approved
	184343002	1891 POPLAR DR WALNUT CREEK		CDSU21-00011	ADU	R	2/24/2021							1		1			No	No	N/A	Approved
	354042023	304 EDWARDS STREET CROCKETT		CDSU21-00012	ADU	R	4/26/2021							1		1			No	No	N/A	Approved
	198252014	141 VIA BONITA ALAMO CA		CDSU21-00013	ADU	R	2/24/2021							1		1			No	No	N/A	Approved
	420184001	3989 LA CRESSENTA EL SOBRANTE		CDSU21-00014	ADU	R	3/3/2021							1		1			No	No	N/A	Approved
	148292017	57 BRIARWOOD WALNUT CREEK		CDSU21-00015	ADU	R	2/25/2021							1		1			No	No	N/A	Approved
	169080020	3157 DIABLO VIEW LAFAYETTE		CDSU21-00016	ADU	R	3/29/2021							1		1			No	No	N/A	Approved
	187590027	521 NEELY ALAMO		CDSU21-00017	ADU	R	2/16/2021							1		1			No	No	N/A	Approved
	215160004	2409 SADDLEBACK DANVILLE		CDSU21-00018	ADU	R	4/8/2021							1		1			No	No	N/A	Approved
	191020041	1650 RAMONA ALAMO		CDSU21-00019	ADU	R	4/12/2021							1		1			No	No	N/A	Approved
	206760009	1290 CHARBRAY DANVILLE		CDSU21-00020	ADU	R	4/19/2021							1		1			No	No	N/A	Approved
	185381002	1350 JUANITA WALNUT CREEK		CDSU21-00021	ADU	R	2/18/2021							1		1			No	No	N/A	Approved
	184204011	1813 NEWELL WALNUT CREEK		CDSU21-00022	ADU	R	3/4/2021							1		1			No	No	N/A	Approved
	199370004	18320 BOLLINGER CANYON SAN RAMON		CDSU21-00023	ADU	R	7/8/2021							1		1			No	No	N/A	Approved
	185280032	6 EVERGREEN WALNUT CREEK		CDSU21-00024	ADU	R	6/4/2021							1		1			No	No	N/A	Approved
	425123006	4242 FARISS EL SOBRANTE		CDSU21-00027	ADU	R	5/7/2021							1		1			No	No	N/A	Approved
	095092014	44 MOUNTAIN VIEW BAY POINT		CDSU21-00028	ADU	R	3/12/2021							1		1			No	No	N/A	Approved
	193631002	236 ST PAUL ALAMO		CDSU21-00029	ADU	R	4/12/2021							1		1			No	No	N/A	Approved
	220200012	4270 SILVER MEADOW DANVILLE		CDSU21-00030	ADU	R	9/9/2021							1		1			No	No	N/A	Approved
	175143004	156 HLLTOP CRESCENT WALNUT CREEK		CDSU21-00031	ADU	R	5/12/2021							1		1			No	No	N/A	Approved
	420184013	3937 LA CRESSENTA EL SOBRANTE		CDSU21-00032	ADU	R	4/14/2021							1		1			No	No	N/A	Approved
	357140059	0 PARKER RODEO		CDSU21-00033	ADU	R	4/19/2021							1		1			No	No	N/A	Approved
	357140060	0 PARKER RODEO		CDSU21-00034	ADU	R	4/19/2021							1		1			No	No	N/A	Approved
	183353003	2110 CARRROL DR WALNUT CREEK		CDSU21-00035	ADU	R	6/17/2021							1		1			No	No	N/A	Approved
	188412009	245 SYDNEY ALAMO		CDSU21-00036	ADU	R	4/12/2021							1		1			No	No	N/A	Approved
	201050054	24 CARRIAGE ALAMO		CDSU21-00037	ADU	R	4/23/2021							1		1			No	No	N/A	Approved



184163005	2174 WHYTE PARK WALNUT CREEK	CDSU21-00097	ADU	R	7/21/2021						1							No	No	N/A	Approved
375291003	908 VINE MARTINEZ	CDSU21-00098	ADU	R	8/17/2021						1							No	No	N/A	Approved
409200017	1736 1ST RICHMOND	CDSU21-00099	ADU	R	8/26/2021						1							No	No	N/A	Approved
521160016	6415 CLAREMONT RICHMOND	CDSU21-00100	ADU	R	7/14/2021						1							No	No	N/A	Approved
188070010	121 ADAMS RANCH WALNUT CREEK	CDSU21-00101	ADU	R	8/13/2021						1							No	No	N/A	Approved
425130018	4183 FOSTER EL SOBRANTE	CDSU21-00102	ADU	R	9/27/2021						1							No	No	N/A	Approved
011281006	3700 VALLEY OAK BRENTWOOD	CDSU21-00103	ADU	R	9/1/2021						1							No	No	N/A	Approved
367170006	5324 ALHAMBRA VALLEY MARTINEZ	CDSU21-00104	ADU	R	8/4/2021						1							No	No	N/A	Approved
206750001	5224 BENGALI DANVILLE	CDSU21-00105	ADU	R	8/18/2021						1							No	No	N/A	Approved
098103003	22 ISLAND VIEW BAY POINT	CDSU21-00106	ADU	R	9/1/2021						1							No	No	N/A	Approved
186190023	3145 GLORIA LAFAYETTE	CDSU21-00109	ADU	R	9/16/2021						1							No	No	N/A	Approved
201040018	145 CAMILLE ALAMO	CDSU21-00110	ADU	R	12/27/2021						1							No	No	N/A	Approved
365230008	3601 SPRINGHILL LAFAYETTE	CDSU21-00111	ADU	R	11/18/2021						1							No	No	N/A	Approved
169171024	1552 PLEASANT HILL LAFAYETTE	CDSU21-00112	ADU	R	9/9/2021						1							No	No	N/A	Approved
192060001	88 N JACKSON ALAMO	CDSU21-00113	ADU	R	8/19/2021						1							No	No	N/A	Approved
193111006	150 BOLLA ALAMO	CDSU21-00114	ADU	R	9/17/2021						1							No	No	N/A	Approved
521073016	1505 OLIVE RICHMOND	CDSU21-00115	ADU	R	10/6/2021						1							No	No	N/A	Approved
172040032	1160 ELMWOOD WALNUT CREEK	CDSU21-00117	ADU	R	10/25/2021						1							No	No	N/A	Approved
195280051	1560 AVENIDA NUEVA DASKO	CDSU21-00119	ADU	R	11/19/2021						1							No	No	N/A	Approved
403191005	2660 KEVIN SAN PABLO	CDSU21-00120	ADU	R	11/8/2021						1							No	No	N/A	Approved
193060010	2822 MIRANDA ALAMO	CDSU21-00121	ADU	R	10/6/2021						1							No	No	N/A	Approved
185242022	20 MANZANITA WALNUT CREEK	CDSU21-00122	ADU	R	10/6/2021						1							No	No	N/A	Approved
572231024	27 FRANCISCAN KENSINGTON	CDSU21-00124	ADU	R	12/2/2021						1							No	No	N/A	Approved
357281006	901 HAWTHORNE RODEO	CDSU21-00125	ADU	R	12/14/2021						1							No	No	N/A	Approved
355083015	61 CRESTVIEW CROCKETT	CDSU21-00128	ADU	R	12/21/2021						1							No	No	N/A	Approved
409021037	0 VERNON RICHMOND	CDSU21-00129	ADU	R	11/9/2021						1							No	No	N/A	Approved
409021040	0 VERNON RICHMOND	CDSU21-00131	ADU	R	11/9/2021						1							No	No	N/A	Approved
409021041	0 VERNON RICHMOND	CDSU21-00132	ADU	R	11/9/2021						1							No	No	N/A	Approved
425110018	4481 APPIAN EL SOBRANTE	CDSU21-00134	ADU	R	12/7/2021						1							No	No	N/A	Approved
425110018	4481 APPIAN EL SOBRANTE	CDSU21-00135	ADU	R	12/7/2021						1							No	No	N/A	Approved
193060031	11 VIA ALONDRA ALAMO	CDSU21-00136	ADU	R	11/23/2021						1							No	No	N/A	Approved
194132001	101 VAGABOND ALAMO	CDSU21-00137	ADU	R	12/15/2021						1							No	No	N/A	Approved
418071019	6081 RALSTON RICHMOND	CDSU21-00138	ADU	R	11/17/2021						1							No	No	N/A	Approved
198270013	141 DANIEL ALAMO	CDSU21-00140	ADU	R	12/6/2021						1							No	No	N/A	Approved
096042021	150 N BROADWAY BAY POINT	CDSU21-00142	ADU	R	11/8/2021						1							No	No	N/A	Approved
193050023	2941 ROUNDHILL ALAMO	CDSU21-00148	ADU	R	12/17/2021						1							No	No	N/A	Approved
184280026	1643 ARBUTUS WALNUT CREEK	CDSU21-00149	ADU	R	12/1/2021						1							No	No	N/A	Approved
430182002	5188 ARGYLE EL SOBRANTE	CDSU21-00155	ADU	R	12/21/2021						1							No	No	N/A	Approved
375203005	1227 PALM MARTINEZ	CDSU21-00157	ADU	R	12/21/2021						1							No	No	N/A	Approved
184341004	2010 MAGNOLIA WALNUT CREEK	CDSU21-00158	ADU	R	12/8/2021						1							No	No	N/A	Approved
008160010	2263 REEF DISCOVERY BAY	CDSU21-00163	ADU	R	12/8/2021						1							No	No	N/A	Approved
419052011	1704 BAYO VISTA SAN PABLO	CDSU21-00164	ADU	R	12/21/2021						1							No	No	N/A	Approved
205020015	0 HIGHLAND SAN RAMON	CDMS21-00002	2 to 4	O	8/16/2021						2							No	No	N/A	Approved
184150029	2501 WARREN WALNUT CREEK	CDMS21-00001	2 to 4	O	7/1/2021						2							No	No	N/A	Withdrawn
409021040	NORTH RICHMOND	CDNR21-00002	SFD	O	5/10/2021						1							No	No	N/A	Approved
409021037	0 VERNON RICHMOND	CDNR21-00003	SFD	O	5/10/2021						1							No	No	N/A	Approved
409021041	0 VERNON RICHMOND	CDNR21-00004	SFD	O	5/10/2021						1							No	No	N/A	Approved
191120015	2163 RIDGEWOOD ALAMO	CDMS21-00011 CDRZ21-03261	SFD	O	12/7/2021						2							No	No	N/A	Withdrawn



172012001 172012007 172012008 172012020 172012021 172012023	O JONES RD WALNUT CREEK	CDS021-09559 CDR221-03258	SFD	O	7/15/2021							125		125		No	No	N/A	Pending
185370037	0 RULE WALNUT CREEK	CDMS21-00006	SFD	O	12/2/2021							1		1		No	No	N/A	Pending
192071018	105 S JACKSON ALAMO	CDSU21-00026	ADU	O	4/19/2021							1		1		No	No	N/A	Withdrawn
570042006	205 AMHERST KENSINGTON	CDSU21-00038	ADU	O	4/29/2021							1		1		No	No	N/A	Withdrawn
004191026	1346 SHELL DISCOVERY BAY	CDSU21-00096	ADU	O	8/13/2021							1		1		No	No	N/A	Withdrawn
175172014	26 CARMELLO ROAD WALNUT CREEK	CDSU21-00144	ADU	O	11/1/2021							1		1		No	No	N/A	Withdrawn
														0					
														0					

**Table A2**

**Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units**

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4						5	6	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							0	15	0	11	0	6	104		136
	425050004	4077 LAMBERT RD EL SOBRANTE CA 94803-1743		BIR10-006446 CDSU19-00018	ADU	R									0
	96033028	74 SOLANO AVE BAY POINT CA 94565-1618		CDSU19-00043 BIMP19-011739	ADU	R									0
	6190010	7911 CARNEAL RD LIVERMORE VALLEY CA		BIR19-013284 CDLP19-02003	SFD	O									0
	187232012	233 LIVORNA HEIGHTS RD ALAMO CA 94507-1324		BIR19-011491 CDSU19-00065	ADU	R									0
	184311012	61 PANORAMIC WAY WALNUT CREEK CA 94595-1605		BIR19-013178 CDSU19-00070	ADU	R									0
	435042006	4300 JANA VISTA EL SOBRANTE CA 94803-3018		BIR19-007920	ADU	R									0
	148170001	3010 DEL HOMBRE WALNUT CREEK, CA	DEL HOMBRE APARTMENTS	CDDP18-03031 CDMS18-00010 CDRZ18-03245	5+	R									0
	571221010	22 AVON KENSINGTON CA		BIR20-002284 CDSU19-00075	ADU	R									0
	416024014	3080 BAYWOOD SAN PABLO, CA		BIR19-012169 CDSU19-00044	ADU	R									0
	204170003	7400 JOHNSTON SAN RAMON, CA		CDSU19-00069	ADU	R									0
	185301001	2409 CAMINO DIABLO BYRON, CA		CDSU20-00008 BIMP20-003710	ADU	R									0
	179162008	331 MARSHALL WALNUT CREEK, CA		BIR20-004491 CDSU20-00022	ADU	R									0
	193750006	12 COUNTRY OAK ALAMO, CA		BIR20-003812 CDSU20-003600	ADU	R									0
	375284008	1000 DELACY MARTINEZ, CA		CDSU20-00003 BIR20-001387	ADU	R									0

	193560003	3402 OAKRAIDER ALAMO, CA		BIR20-004334 CDSU20-00027	ADU	R											0
	194232013	77 GREG ALAMO, CA		BIR19-013155 CDSU20-00048	ADU	R											0
	357093023	486 GARRETSON RODEO, CA		CDSU20-00073 BIR20-012308	ADU	R											0
	191062020	10 GRAN VIA ALAMO, CA		BID20-002760 BIR19-011836	SFD	O											0
	193050004	20 BEVMAR ALAMO, CA		BID19-013526 BIR19-013527	SFD	O											0
	197010029	30 CASA MARIA ALAMO, CA		BIMR19-011850	2 to 4	R											0
	180310008	41 BALL WALNUT CREEK, CA		BIR20-004309	ADU	R											0
	420080009	3590 HILLCREST EL SOBRANTE, CA		BIR20-001014	ADU	R											0
	188170005	115 SADDLE WALNUT CREEK, CA		BIR19-009959	SFD	O											0
	031070015	2752 TAYLOR BETHEL ISLAND, CA		BIR19-006176	SFD	O											0
	367140021	15 GATEWAY ESTATES MARTINEZ, CA		BIR19-012236	SFD	O											0
	031230057	51 EDGEWATER BETHEL ISLAND, CA	DELTA COVES	BIR20-002180	SFD	O											0
	031240063	41 GREY WHALE BETHEL ISLAND, CA	DELTA COVES	BIR20-002183	SFD	O											0
	031240028	171 SEA GATE BETHEL ISLAND, CA	DELTA COVES	BIR20-008272	SFD	O											0
	031240029	176 SEA GATE BETHEL ISLAND, CA	DELTA COVES	BIR20-008273	SFD	O											0
	031240031	189 SEA GATE BETHEL ISLAND, CA	DELTA COVES	BIR20-008275	SFD	O											0
	031240032	183 SEA GATE BETHEL ISLAND, CA	DELTA COVES	BIR20-008276	SFD	O											0
	003130002	2409 CAMINO DIABLO BYRON, CA		BIR19-012878	SFD	O											0
	180310008	41 BALL WALNUT CREEK, CA		BID20-004310 BIR20-004316	SFD	O											0
	367140025	14 GATEWAY ESTATES MARTINEZ, CA		BIR20-006488	SFD	O											0
	010080006	880 EUREKA BRENTWOOD, CA		BIR20-006509	SFD	O											0
	031230058	43 EDGEWATER BETHEL ISLAND, CA	DELTA COVES	BIR20-008777	SFD	O											0
	031230059	35 EDGEWATER BETHEL ISLAND, CA	DELTA COVES	BIR20-008778	SFD	O											0
	031230060	27 EDGEWATER BETHEL ISLAND, CA	DELTA COVES	BIR20-008779	SFD	O											0





	116070007	20 OLIVIA LN CONCORD		BIR19-007039	SFD	O									0
	116070007	60 OLIVIA LN CONCORD		BIR19-007042	SFD	O									0
	354061020	420 WINSLOW ST CROCKETT		BIR17-007805	SFD	O									0
	355083005	1975 VISTA DEL RIO ST CROCKETT		BIR18-012515	SFD	O									0
	354214012	56 ATHERTON AVE CROCKETT		BIR17-010799	SFD	O									0
	220551025	41 DEER CREEK LN DANVILLE		BIR19-002666	SFD	O									0
	206780013	6238 MASSARA ST DANVILLE		BIR19-011560	SFD	O									0
	206780012	6246 MASSARA ST DANVILLE		BIR19-011561	SFD	O									0
	206780011	6265 MASSARA ST DANVILLE		BIR19-011562	SFD	O									0
	206780014	6230 MASSARA ST DANVILLE		BIR19-011563	SFD	O									0
	215210003	99 OAKRIDGE CT DANVILLE		BIR19-006953	SFD	O									0
	425200009	4353 SANTA RITA RD EL SOBRANTE		BIR18-003423	SFD	O									0
	572021001	20 KERR AVE KENSINGTON		BIR16-007625	SFD	O									0
	015170026	4351 ORWOOD RD KNIGHTSEN		BIR19-010216	SFD	O									0
	015090063	2360 FISCHER AVE KNIGHTSEN		BIR17-012231	SFD	O									0
	166210016	3238 GLORIA TER LAFAYETTE		BIR18-007932	SFD	O									0
	258060031	1277 BOLLINGER CANYON RD MORAGA		BIR16-008602	SFD	O									0
	204070039	1540 FINLEY RD PLEASANTON		BIR16-011250	SFD	O									0
	521042010	1516 ELM AVE RICHMOND		BIR18-004830	SFD	O									0
	184302037	18 PARK AVE WALNUT CREEK		BIR18-012064	SFD	O									0
	139290008	747 CASTLE ROCK RD WALNUT CREEK		BIR18-004631	SFD	O									0
	184180024	11 ALTA HILL WAY WALNUT CREEK		BIR18-008633	SFD	O									0
	172062005	2740 CHERRY LN WALNUT CREEK		BIR19-007802	SFD	O									0
	425110026	455 LA PALOMA RD EL SOBRANTE		BIR16-003117	2 to 4	O									0
	187590027	521 NEELY ALAMO CA		CDSU21-00017 BIMP21-001287	ADU	R				1				2/16/2021	1
	010180022	1851 PAYNE BRENTWOOD CA		BIMP20-006115	MH	O									0
	420184013	3937 LA CRESENTA EL SOBRANTE CA		CDSU21-00032 BIMP21-007011	ADU	R						1		4/14/2021	1
	161270002	0 HERON MARTINEZ CA		BIMP20-007496	MH	O									0
	197170018	32 COPENHAGEN ALAMO CA		BIMP21-002409	ADU	R									0

192072015	164 S JACKSON ALAMO CA	CDSU21-00072 BIMP21-008253	ADU	R								1	6/3/2021	1
169080020	3157 DIABLO VIEW LAFAYETTE CA	CDSU21-00016 BIMP21-006283	ADU	R		1							3/29/2021	1
184550017	215 ROYAL GLEN WALNUT CREEK CA	CDSU21-00071 BIMP21-008232	ADU	R		1							7/1/2021	1
188210026	2430 TICE VALLEY WALNUT CREEK CA	CDSU20-00095 BIR21-000490	ADU	R										0
191020018	8 SIMO ALAMO CA	BIR20-007646	ADU	R										0
004191026	1346 SHELL DISCOVERY BAY CA	CDSU21-00095 BIR21-007367	ADU	R		1							8/19/2021	1
435100033	5427 MARTIS EL SOBRANTE CA	BIR20-008443	ADU	R										0
433200011	80 PINE HILL EL SOBRANTE CA	BIR21-001936	ADU	R										0
433081001	5746 ROBIN HOOD EL SOBRANTE CA	BIR21-005266	ADU	R										0
420031008	3543 MIFLIN EL SOBRANTE CA	BIR21-001150	ADU	R										0
431070044	2700 MAY EL SOBRANTE CA	BIR20-007909	ADU	R										0
570231012	227 LAKE KENSINGTON CA	BIR20-000429	ADU	R										0
570121020	310 VASSAR KENSINGTON CA	CDSU21-00007 BIR21-006371	ADU	R						1			2/18/2021	1
169171024	1552 PLEASANT HILL LAFAYETTE CA	CDSU21-00112 BIR21-008132	ADU	R		1							9/9/2021	1
006273005	9040 DOUBLETREE LIVERMORE VALLEY CA	BIR20-003949	ADU	R										0
154190027	825 GOLF CLUB PLEASANT HILL CA	BIR21-000527	ADU	R										0
357163007	744 INVESTMENT RODEO CA	BIR20-005176	ADU	R										0
180321019	150 SADDLE OAKS WALNUT CREEK CA	CDSU21-00056 BIR21-006761	ADU	R		1							5/5/2021	1
198082005	181 LA SERENA ALAMO CA	CDSU20-00072 BIR21-004403	ADU	R										0
571300015	392 COVENTRY KENSINGTON CA	BIR19-000359	ADU	R										0
357140054	30 LONDON RODEO CA	BIR21-005960	ADU	R										0
185302026	2752 ACACIA WALNUT CREEK CA	CDSU19-00089 BIR20-011512	ADU	R										0
196080024	117 DEAN ALAMO CA	BIR20-007083	ADU	R										0
198131008	11 CORWIN ALAMO CA	BIR20-009080	ADU	R										0
198270009	180 DANIEL ALAMO CA	BIR20-010035	ADU	R										0
188370014	2617 DANVILLE ALAMO CA	CDSU20-00054 BIR20-010557	ADU	R										0
194123016	23 RAY ALAMO CA	BIR20-011911	ADU	R										0

	192290016	25 SUMMER MEADOWS ALAMO CA		BIR21-000255	ADU	R											0
	198140045	100 VIA COPLA ALAMO CA		BIR21-000624	ADU	R											0
	201030013	279 WAYNE ALAMO CA		CDSU20-00057 BIR21-002344	ADU	R											0
	196110052	15 ALAMO OAKS ALAMO CA		BIR21-002848	ADU	R											0
	198020011	142 WOODLYN ALAMO CA		BIR21-002911	ADU	R											0
	192020022	1407 ENTRADA VERDE ALAMO CA		CDSU21-00042 BIR21-002928	ADU	R		1							4/28/2021		1
	193940002	357 GOLDEN GRASS ALAMO CA		CDSU21-00062 BIR21-003905	ADU	R		1							6/16/2021		1
	198252014	141 VIA BONITA ALAMO CA		CDSU21-00013 BIR21-004635	ADU	R				1					2/24/2021		1
	193660007	1449 EMMONS CANYON ALAMO CA		CDSU21-00047 BIR21-005850	ADU	R				1					4/14/2021		1
	193631002	236 ST PAUL ALAMO CA		CDSU21-00029 BIR21-007083	ADU	R				1					4/12/2021		1
	193111006	150 BOLLA ALAMO CA		CDSU21-00114 BIR21-009517	ADU	R				1					9/17/2021		1
	003020042	280 CAMINO DIABLO BRENTWOOD CA		BIR21-001901	ADU	R											0
	100302031	215 WELLINGTON CLYDE CA		CDSU21-00008 BIR21-003791	ADU	R		1							2/26/2021		1
	215130002	11 SADDLEBACK DANVILLE CA		BIR21-001149	ADU	R											0
	215160004	2409 SADDLEBACK DANVILLE CA		CDSU21-00018 BIR21-003221	ADU	R							1		4/8/2021		1
	206760009	1290 CHARBRAY DANVILLE CA		CDSU21-00020 BIR21-006401	ADU	R				1					4/19/2021		1
	220200012	4270 SILVER MEADOW DANVILLE CA		CDSU21-00030 BIR21-009152	ADU	R						1			9/9/2021		1
	195270013	111 EL CENTRO DIABLO CA		BIR21-004202	ADU	R											0
	195270013	111 EL CENTRO DIABLO CA		BIR21-004204	ADU	R											0
	426162007	957 MANOR EL SOBRANTE CA		BIR20-000702	ADU	R											0
	430011011	5569 CIRCLE EL SOBRANTE CA		CDSU20-00058 BIR20-011632	ADU	R											0
	426122018	977 ST ANDREWS EL SOBRANTE CA		BIR21-000692	ADU	R											0
	425083005	644 PEBBLE EL SOBRANTE CA		BIR21-003633	ADU	R											0
	426200019	763 SOLANO EL SOBRANTE CA		BIR21-003640	ADU	R											0
	420191003	4000 LA COLINA EL SOBRANTE CA		BIR21-004487	ADU	R											0
	430132023	5700 OAK KNOLL EL SOBRANTE CA		BIR21-005794	ADU	R											0
	425072037	738 LA PALOMA EL SOBRANTE CA		BIR21-007234	ADU	R											0



	435090012	5202 SAN PABLO DAM EL SOBRANTE CA		CDSU21-00053 BIR21-008670	ADU	R		1						6/9/2021	1
	570180028	205 COLUMBIA KENSINGTON CA		BIR21-006817	ADU	R									0
	367140019	8 CREEKSIDE OAKS MARTINEZ CA		CDSU20-00047 BIR21-000573	ADU	R									0
	367260005	63 FOX MARTINEZ CA		CDSU21-00004 BIR21-003434	ADU	R			1					2/4/2021	1
	375242008	1321 SANTA FE MARTINEZ CA		CDSU21-00010 BIR21-005761	ADU	R			1					4/20/2021	1
	418122014	5960 MCBRYDE RICHMOND CA		CDSU20-00093 BIR21-000038	ADU	R									0
	521160016	6415 CLAREMONT RICHMOND CA		CDSU21-00100 BIR21-007427	ADU	R		1						7/14/2021	1
	180190017	65 MC CONNELL WALNUT CREEK CA		CDSU20-00013 BIR20-005991	ADU	R									0
	188112005	2318 TICE VALLEY WALNUT CREEK CA		BIR20-006131	ADU	R									0
	185290009	2695 KINNEY WALNUT CREEK CA		BIR20-010034	ADU	R									0
	184301029	41 WILLOW WALNUT CREEK CA		CDSU20-00042 BIR20-010881	ADU	R									0
	188021005	281 MONTECILLO WALNUT CREEK CA		BIR20-012579	ADU	R									0
	185290016	1062 JUANITA WALNUT CREEK CA		BIR21-000284	ADU	R									0
	185351003	1276 JUANITA WALNUT CREEK CA		BIR21-000549	ADU	R									0
	177150038	134 HILLCROFT WALNUT CREEK CA		BIR21-000637	ADU	R									0
	180150024	103 MANDALA WALNUT CREEK CA		CDSU20-00078 BIR21-001324	ADU	R									0
	179161003	336 MARSHALL WALNUT CREEK CA		CDSU20-00090 BIR21-001356	ADU	R									0
	172061035	2731 CHERRY WALNUT CREEK CA		BIR21-001485	ADU	R									0
	185360016	40 IRIS WALNUT CREEK CA		CDSU20-00059 BIR21-001729	ADU	R									0
	184191026	1800 MAGNOLIA WALNUT CREEK CA		BIR21-001828	ADU	R									0
	184252009	1560 ARBUTUS WALNUT CREEK CA		BIR21-001942	ADU	R									0
	188112014	1751 MEADOW WALNUT CREEK CA		CDSU21-00088 BIR21-002541	ADU	R						1		7/27/2021	1
	188132007	148 CREEKDALE WALNUT CREEK CA		BIR21-002558	ADU	R									0

	188150004	170 CASTLE HILL RANCH WALNUT CREEK CA		BIR21-002855	ADU	R									0
	184204011	1813 NEWELL WALNUT CREEK CA		CDSU21-00022 BIR21-003026	ADU	R	1						3/4/2021		1
	184321021	67 GRANDVIEW WALNUT CREEK CA		CDSU21-00050 BIR21-003240	ADU	R					1		8/12/2021		1
	188141005	117 CASTLE HILL RANCH WALNUT CREEK CA		CDSU21-00046 BIR21-003296	ADU	R				1			7/15/2021		1
	140200018	23 KERLEY WALNUT CREEK CA		BIR21-004700	ADU	R									0
	179141016	73 CRAGMONT WALNUT CREEK CA		CDSU21-00043 BIR21-006153	ADU	R				1			5/6/2021		1
	184163005	2174 WHYTE PARK WALNUT CREEK CA		CDSU21-00097 BIR21-006325	ADU	R				1			7/21/2021		1
	138060013	3695 OAK CREEK WALNUT CREEK CA		CDSU21-00083 BIR21-006663	ADU	R					1		7/27/2021		1
	183142005	2033 GRANT WALNUT CREEK CA		CDSU21-00001 BIR21-007428	ADU	R					1		4/8/2021		1
	188070010	121 ADAMS RANCH WALNUT CREEK CA		CDSU21-00101 BIR21-007960	ADU	R	1						8/13/2021		1
	180370021	2228 SAN MIGUEL WALNUT CREEK CA		CDSU21-00080 BIR21-010738	ADU	R			1				7/30/2021		1
	183353003	2110 CARROL WALNUT CREEK CA		CDSU21-00035 BIR21-011924	ADU	R					1		6/17/2021		1
	182051042	2550 SAN MIGUEL WALNUT CREEK CA		CDSU21-00075 BIR21-012190	ADU	R	1						7/20/2021		1
	206750001	5224 BENGALI DANVILLE CA		CDSU21-00105 BIR21-008722	ADU	R			1				8/18/2021		1
	166230018	3287 GLORIA LAFAYETTE CA		CDSU21-00059 BIR21-009854	ADU	R					1		5/10/2021		1
	416063012	2941 GREENWOOD SAN PABLO CA		CDSU21-00006 BIR20-009847	ADU	R	1						3/30/2021		1
	192200052	951 LIVORNA ALAMO CA		BIR20-003495	SFD	O									0
	196100011	272 CROSS ALAMO CA		BID20-006142 BIR20-008666	SFD	O									0
	193210033	2631 ROYAL OAKS ALAMO CA		BIR20-012632	SFD	O									0
	193080015	295 LAS QUEBRADAS ALAMO CA		BIR21-003926	SFD	O									0
	193443005	2484 BILTMORE ALAMO CA		BID20-011113 BIR21-004279	SFD	O									0
	096020050	83 FAIRVIEW BAY POINT CA		BIR20-009596	SFD	O									0
	096016001	95 CRIVELLO BAY POINT CA		BIR21-007128	SFD	O									0
	28090016	1540 TAYLOR BETHEL ISLAND CA		BIR20-008057	SFD	O									0

	031250006	3017 DELTA COVES BETHEL ISLAND CA		BIR20-009713	SFD	O									0
	031230014	284 WATERSIDE BETHEL ISLAND CA		BIR20-009714	SFD	O									0
	031230019	283 WATERSIDE BETHEL ISLAND CA		BIR20-009715	SFD	O									0
	031240038	149 SEA GATE BETHEL ISLAND CA		BIR20-009716	SFD	O									0
	031240035	167 SEA GATE BETHEL ISLAND CA		BIR20-009717	SFD	O									0
	031240021	39 SEAWARD BETHEL ISLAND CA		BIR20-009753	SFD	O									0
	031240022	29 SEAWARD BETHEL ISLAND CA		BIR20-009754	SFD	O									0
	031240023	21 SEAWARD BETHEL ISLAND CA		BIR20-009755	SFD	O									0
	031230020	275 WATERSIDE BETHEL ISLAND CA		BIR20-011786	SFD	O									0
	031230022	259 WATERSIDE BETHEL ISLAND CA		BIR20-011787	SFD	O									0
	031230013	278 WATERSIDE BETHEL ISLAND CA		BIR20-011788	SFD	O									0
	031230021	267 WATERSIDE BETHEL ISLAND CA		BIR20-011789	SFD	O									0
	031250003	3035 DELTA COVES BETHEL ISLAND CA		BIR20-011790	SFD	O									0
	031250004	3029 DELTA COVES BETHEL ISLAND CA		BIR20-011791	SFD	O									0
	031250005	3023 DELTA COVES BETHEL ISLAND CA		BIR20-011792	SFD	O									0
	031250007	3011 DELTA COVES BETHEL ISLAND CA		BIR20-011793	SFD	O									0
	031240013	20 SEAWARD BETHEL ISLAND CA		BIR21-000041	SFD	O									0
	031240033	177 SEA GATE BETHEL ISLAND CA		BIR21-000042	SFD	O									0
	031240034	173 SEA GATE BETHEL ISLAND CA		BIR21-000043	SFD	O									0
	031230011	266 WATERSIDE BETHEL ISLAND CA		BIR21-000044	SFD	O									0
	031230012	272 WATERSIDE BETHEL ISLAND CA		BIR21-000045	SFD	O									0













	430233029	2495 RANCHO RD EL SOBRANTE		CDSU21-00005	ADU	R							1	4/28/2021	1
	196130041	17 CUMORAH ALAMO		CDSU21-00009	ADU	R							1	2/19/2021	1
	184343002	1891 POPLAR DR WALNUT CREEK		CDSU21-00011	ADU	R							1	2/24/2021	1
	354042023	304 EDWARDS ST CROCKETT		CDSU21-00012	ADU	R							1	4/26/2021	1
	420184001	3969 LA CRESENTA EL SOBRANTE		CDSU21-00014	ADU	R							1	3/3/2021	1
	148292017	57 BRIARWOOD WALNUT CREEK		CDSU21-00015	ADU	R							1	2/25/2021	1
	191020041	1650 RAMONA ALAMO		CDSU21-00019	ADU	R							1	4/12/2021	1
	185381002	1390 JUANITA WALNUT CREEK		CDSU21-00021	ADU	R							1	2/18/2021	1
	199370004	18320 BOLLINGER CANYON SAN RAMON		CDSU21-00023	ADU	R							1	7/8/2021	1
	185280032	6 EVERGREEN WALNUT CREEK		CDSU21-00024	ADU	R							1	6/4/2021	1
	425123006	4242 FARISS EL SOBRANTE		CDSU21-00027	ADU	R							1	5/7/2021	1
	095092014	44 MOUNTAIN VIEW BAY POINT		CDSU21-00028 BIR21-004474	ADU	R		1						3/12/2021	1
	175143004	156 HILLTOP CRESCENT WALNUT CREEK		CDSU21-00031	ADU	R							1	5/12/2021	1
	357140059	0 PARKER RODEO		CDSU21-00033 BIR21-005884	ADU	R							1	4/19/2021	1
	357140060	0 PARKER RODEO		CDSU21-00034	ADU	R							1	4/19/2021	1
	188412009	215 SYDNEY ALAMO		CDSU21-00036	ADU	R							1	4/12/2021	1
	201050054	24 CARRIAGE ALAMO		CDSU21-00037	ADU	R							1	4/23/2021	1
	420140015	3779 RAMSEY EL SOBRANTE		CDSU21-00039	ADU	R							1	4/26/2021	1
	357202005	347 NAPA RODEO		CDSU21-00040	ADU	R							1	10/21/2021	1
	183353004	2100 CARROL RD WALNUT CREEK		CDSU21-00041 BID21-013679 BIMP21-009722	ADU	R							1	6/17/2021	1
	403471016	96 SALEM SAN PABLO		CDSU21-00044	ADU	R							1	4/13/2021	1
	192134017	94 AUSTIN ALAMO		CDSU21-00045	ADU	R							1	5/12/2021	1
	193281001	2982 ROUNDHILL RD ALAMO		CDSU21-00048	ADU	R							1	5/4/2021	1
	093192019	55 MARIN BAY POINT		CDSU21-00049	ADU	R							1	6/9/2021	1
	425220009	4271 SANTA RITA EL SOBRANTE		CDSU21-00051	ADU	R							1	5/18/2021	1
	572233003	8 ANSON KENSINGTON		CDSU21-00052	ADU	R							1	6/14/2021	1
	354145001	1535 POMONA CROCKETT		CDSU21-00054	ADU	R							1	6/25/2021	1
	166010017	1992 RELIEZ VALLEY LAFAYETTE		CDSU21-00055	ADU	R							1	7/12/2021	1
	193310021	2488 ROYAL OAKS ALAMO		CDSU21-00057	ADU	R							1	5/1/2021	1
	191050015	1555 LITINA ALAMO		CDSU21-00058	ADU	R							1	6/17/2021	1

	357093023	486 GARRETSON RODEO		CDSU21-00060 BIR21-007591	ADU	R							1	6/16/2021	1
	191170020	119 ROMERO ALAMO		CDSU21-00061	ADU	R							1	5/27/2021	1
	206760013	1251 CHARBRAY DANVILLE		CDSU21-00065	ADU	R							1	6/3/2021	1
	192200013	931 LIVORNA ALAMO		CDSU21-00066	ADU	R							1	6/22/2021	1
	004080057	4868 CABRILLO DISCOVERY BAY		CDSU21-00067	ADU	R							1	5/28/2021	1
	095321040	2122 MENDOCINO BAY POINT		CDSU21-00068	ADU	R							1	8/10/2021	1
	570152006	216 TRINITY KENSINGTON		CDSU21-00069	ADU	R							1	7/19/2021	1
	193721001	335 BRYAN ALAMO		CDSU21-00070	ADU	R							1	7/13/2021	1
	194221003	40 SHAWN ALAMO		CDSU21-00073	ADU	R							1	7/6/2021	1
	367140017	2 CREEKSIDE OAKS MARTINEZ		CDSU21-00076	ADU	R							1	9/14/2021	1
	375032032	2285 S CREST MARTINEZ		CDSU21-00077	ADU	R							1	8/13/2021	1
	430233007	2391 RANCHO EL SOBRANTE		CDSU21-00078	ADU	R							1	7/23/2021	1
	192210023	100 STEPHANIE ALAMO		CDSU21-00079	ADU	R							1	8/10/2021	1
	418111016	6040 FELIX RICHMOND		CDSU21-00081	ADU	R							1	6/28/2021	1
	215110005	2347 SADDLEBACK DANVILLE		CDSU21-00082	ADU	R							1	12/7/2021	1
	435120036	5518 SAN PABLO DAM EL SOBRANTE		CDSU21-00084	ADU	R							1	7/26/2021	1
	166030006	1052 GRAYSON PLEASANT HILL		CDSU21-00085	ADU	R							1	8/18/2021	1
	357071026	356 GARRETSON RODEO		CDSU21-00086	ADU	R							1	7/20/2021	1
	015110033	185 EAGLE BRENTWOOD		CDSU21-00087	ADU	R							1	10/28/2021	1
	426143002	826 JUANITA EL SOBRANTE		CDSU21-00089	ADU	R							1	7/14/2021	1
	435120058	610 LOIS EL SOBRANTE		CDSU21-00092	ADU	R							1	12/14/2021	1
	375291003	909 VINE MARTINEZ		CDSU21-00098	ADU	R							1	8/17/2021	1
	409200017	1736 1ST RICHMOND		CDSU21-00099	ADU	R							1	8/26/2021	1
	425130018	4183 FOSTER EL SOBRANTE		CDSU21-00102	ADU	R							1	9/27/2021	1
	011281006	3700 VALLEY OAK BRENTWOOD		CDSU21-00103	ADU	R							1	9/1/2021	1
	367170006	5324 ALHAMBRA VALLEY MARTINEZ		CDSU21-00104	ADU	R							1	8/4/2021	1
	098103003	22 ISLAND VIEW BAY POINT		CDSU21-00106	ADU	R							1	9/1/2021	1
	166190023	3145 GLORIA LAFAYETTE		CDSU21-00109	ADU	R							1	9/16/2021	1
	201040018	145 CAMILLE ALAMO		CDSU21-00110	ADU	R							1	12/27/2021	1
	365230008	3601 SPRINGHILL LAFAYETTE		CDSU21-00111	ADU	R							1	11/18/2021	1

	192060001	98 N JACKSON ALAMO		CDSU21-00113	ADU	R							1	8/19/2021	1
	521073016	1505 OLIVE RICHMOND		CDSU21-00115	ADU	R							1	10/6/2021	1
	172040032	1160 ELMWOOD WALNUT CREEK		CDSU21-00117	ADU	R							1	10/25/2021	1
	195280051	1560 AVENIDA NUEVA DIABLO		CDSU21-00119	ADU	R							1	11/19/2021	1
	403191005	2660 KEVIN SAN PABLO		CDSU21-00120	ADU	R							1	11/8/2021	1
	193060010	2822 MIRANDA ALAMO		CDSU21-00121	ADU	R							1	10/6/2021	1
	185242022	20 MANZANITA WALNUT CREEK		CDSU21-00122	ADU	R							1	10/6/2021	1
	184303020	206 SEQUOIA WALNUT CREEK		CDSU21-00123	ADU	R							1	1/25/2021	1
	572231024	27 FRANCISCAN KENSINGTON		CDSU21-00124	ADU	R							1	12/2/2021	1
	357281006	901 HAWTHORNE RODEO		CDSU21-00125	ADU	R							1	12/14/2021	1
	355083015	61 CRESTVIEW CROCKETT		CDSU21-00128	ADU	R							1	12/21/2021	1
	409021037	0 VERNON RICHMOND		CDSU21-00129	ADU	R							1	11/9/2021	1
	409021040	0 VERNON RICHMOND		CDSU21-00131	ADU	R							1	11/9/2021	1
	409021041	0 VERNON RICHMOND		CDSU21-00132	ADU	R							1	12/7/2021	1
	425110018	4481 APPIAN EL SOBRANTE		CDSU21-00134	ADU	R							1	12/7/2021	1
	425110018	4481 APPIAN EL SOBRANTE		CDSU21-00135	ADU	R							1	11/23/2021	1
	193060031	11 VIA ALONDRA ALAMO		CDSU21-00136	ADU	R							1	12/15/2021	1
	194132001	101 VAGABOND ALAMO		CDSU21-00137	ADU	R							1	11/17/2021	1
	418071019	6081 RALSTON RICHMOND		CDSU21-00138	ADU	R							1	12/6/2021	1
	198270013	141 DANIEL ALAMO		CDSU21-00140	ADU	R							1	11/8/2021	1
	096042021	150 N BROADWAY BAY POINT		CDSU21-00142	ADU	R							1	11/8/2021	1
	192332008	266 STONE VALLEY ALAMO		CDSU21-00145	ADU	R							1	1/19/2021	1
	193050023	2941 ROUNDHILL ALAMO		CDSU21-00148	ADU	R							1	12/17/2021	1
	184260026	1643 ARBUTUS WALNUT CREEK		CDSU21-00149	ADU	R							1	12/1/2021	1
	430182002	5188 ARGYLE EL SOBRANTE		CDSU21-00155	ADU	R							1	12/21/2021	1
	375203005	1227 PALM MARTINEZ		CDSU21-00157	ADU	R							1	12/21/2021	1
	184341004	2010 MAGNOLIA WALNUT CREEK		CDSU21-00158	ADU	R							1	12/8/2021	1
	093022006	30 MARCIA BAY POINT		CDSU21-00160	ADU	R							1	1/25/2021	1
	008160010	2263 REEF DISCOVERY BAY		CDSU21-00163	ADU	R							1	12/8/2021	1
	419052011	1704 BAYO VISTA SAN PABLO		CDSU21-00164	ADU	R							1	12/21/2021	1
	011281003	3701 VALLEY OAK BRENTWOOD		CDSU21-00166	ADU	R							1	1/26/2021	1



**Table A2**

**Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units**

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
Current APN	Street Address	Project Name <sup>+</sup>	7							Building Permits Date Issued	# of Units Issued Building Permits
			Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income		
			12	24	0	33	24	12	422		527
425050004	4077 LAMBERT RD EL SOBRANTE CA 94803-1743										0
96033028	74 SOLANO AVE BAY POINT CA 94565-1618										0
6190010	7911 CARNEAL RD LIVERMORE VALLEY CA										0
187232012	233 LIVORNA HEIGHTS RD ALAMO CA 94507- 1324										0
184311012	61 PANORAMIC WAY WALNUT CREEK CA 94595- 1605										0
435042006	4300 JANA VISTA EL SOBRANTE CA 94803-3018										0
148170001	3010 DEL HOMBRE WALNUT CREEK, CA	DEL HOMBRE APARTMENTS	12				24		246	3/22/2021	282
571221010	22 AVON KENSINGTON CA										0
416024014	3080 BAYWOOD SAN PABLO, CA										0
204170003	7400 JOHNSTON SAN RAMON, CA										0

185301001	2409 CAMINO DIABLO BYRON, CA										0
179162008	331 MARSHALL WALNUT CREEK, CA										0
193750006	12 COUNTRY OAK ALAMO, CA										0
375284008	1000 DELACY MARTINEZ, CA										0
193560003	3402 OAKRAIDER ALAMO, CA										0
194232013	77 GREG ALAMO, CA										0
357093023	486 GARRETSON RODEO, CA			1					1/26/2021		1
191062020	10 GRAN VIA ALAMO, CA										0
193050004	20 BEVMAR ALAMO, CA										0
197010029	30 CASA MARIA ALAMO, CA										0
180310008	41 BALL WALNUT CREEK, CA										0
420080009	3590 HILLCREST EL SOBRANTE, CA										0
188170005	115 SADDLE WALNUT CREEK, CA										0
031070015	2752 TAYLOR BETHEL ISLAND, CA										0
367140021	15 GATEWAY ESTATES MARTINEZ, CA										0
031230057	51 EDGEWATER BETHEL ISLAND, CA	DELTA COVES									0
031240063	41 GREY WHALE BETHEL ISLAND, CA	DELTA COVES									0
031240028	171 SEA GATE BETHEL ISLAND, CA	DELTA COVES									0
031240029	176 SEA GATE BETHEL ISLAND, CA	DELTA COVES									0

031240031	189 SEA GATE BETHEL ISLAND, CA	DELTA COVES										0
031240032	183 SEA GATE BETHEL ISLAND, CA	DELTA COVES										0
003130002	2409 CAMINO DIABLO BYRON, CA											0
180310008	41 BALL WALNUT CREEK, CA											0
367140025	14 GATEWAY ESTATES MARTINEZ, CA											0
010080006	880 EUREKA BRENTWOOD, CA											0
031230058	43 EDGEWATER BETHEL ISLAND, CA	DELTA COVES										0
031230059	35 EDGEWATER BETHEL ISLAND, CA	DELTA COVES										0
031230060	27 EDGEWATER BETHEL ISLAND, CA	DELTA COVES										0
031230061	19 EDGEWATER BETHEL ISLAND, CA	DELTA COVES										0
409041012	27 W GERTRUDE RICHMOND, CA											0
031220016	372 NAVIGATORS BETHEL ISLAND, CA	DELTA COVES										0
031220017	380 NAVIGATORS BETHEL ISLAND, CA	DELTA COVES										0
031220018	371 NAVIGATORS BETHEL ISLAND, CA	DELTA COVES							1	9/27/2021		1
031230043	34 EDGEWATER BETHEL ISLAND, CA	DELTA COVES										0
031230044	42 EDGEWATER BETHEL ISLAND, CA	DELTA COVES										0
015010073	1601 SUNSET KNIGHTSEN, CA	DELTA COVES										0
031230041	18 EDGEWATER BETHEL ISLAND, CA	DELTA COVES										0

031230042	26 EDGEWATER BETHEL ISLAND, CA	DELTA COVES										0
183151003	2054 HERMINE WALNUT CREEK, CA											0
004050002	902 LIDO DISCOVERY BAY, CA											0
193710019	135 CHANTICLEER ALAMO, CA											0
004281002	1053 WILLOW LAKE DISCOVERY BAY, CA											0
031240065	33 GREY WHALE BETHEL ISLAND, CA											0
031240062	38 GREY WHALE BETHEL ISLAND, CA											0
078090027	3115 BRAGDON CLAYTON, CA											0
98240064	3600-3628 WILLOW PASS RD BAY POINT	Bay Point Family Apartments										0
419052012	1706 BAYO VISTA AVE SAN PABLO											0
197060021	1016 ADRIENNE DR ALAMO											0
193650027	138 VIRGINIA CT ALAMO											0
010180019	1321 PAYNE AVE BRENTWOOD											0
215210003	99 OAKRIDGE CT DANVILLE											0
403341005	104 BANION CT SAN PABLO											0
184450035	2460 WARREN RD WALNUT CREEK											0
183131027	1376 ELIZABETH CT WALNUT CREEK											0
197360015	10 ROXBURY CT ALAMO											0
192230014	99 STEPHANIE LN ALAMO											0
188232035	2029 DANVILLE BLVD ALAMO											0



355083005	1975 VISTA DEL RIO ST CROCKETT											0
420031005	3557 MIFLIN AVE EL SOBRANTE											0
204040033	5500 OLD SCHOOL RD SAN RAMON											0
188131004	125 CREEKDALE RD WALNUT CREEK											0
193010032	454 LEGACY DR ALAMO											0
198100012	502 HEMME AVE ALAMO											0
188252027	2159 DANVILLE BLVD ALAMO											0
193492012	330 LAKEVIEW PL ALAMO											0
192230014	99 STEPHANIE LN ALAMO											0
193111016	162 EAST LN ALAMO											0
031240064	37 GREY WHALE PL BETHEL ISLAND											0
031240061	34 GREY WHALE PL BETHEL ISLAND											0
031230015	290 WATERSIDE PL BETHEL ISLAND											0
031230016	296 WATERSIDE PL BETHEL ISLAND											0
031230017	299 WATERSIDE PL BETHEL ISLAND											0
031230018	291 WATERSIDE PL BETHEL ISLAND											0
015090056	3028 PROPELLER LN BRENTWOOD											0
010210030	3410 CONCORD AVE BRENTWOOD											0
116070007	20 OLIVIA LN CONCORD											0
116070007	60 OLIVIA LN CONCORD											0

354061020	420 WINSLOW ST CROCKETT											0
355083005	1975 VISTA DEL RIO ST CROCKETT											0
354214012	56 ATHERTON AVE CROCKETT											0
220551025	41 DEER CREEK LN DANVILLE											0
206780013	6238 MASSARA ST DANVILLE											0
206780012	6246 MASSARA ST DANVILLE											0
206780011	6265 MASSARA ST DANVILLE											0
206780014	6230 MASSARA ST DANVILLE											0
215210003	99 OAKRIDGE CT DANVILLE											0
425200009	4353 SANTA RITA RD EL SOBRANTE											0
572021001	20 KERR AVE KENSINGTON											0
015170026	4351 ORWOOD RD KNIGHTSEN											0
015090063	2360 FISCHER AVE KNIGHTSEN											0
166210016	3238 GLORIA TER LAFAYETTE											0
258060031	1277 BOLLINGER CANYON RD MORAGA											0
204070039	1540 FINLEY RD PLEASANTON											0
521042010	1516 ELM AVE RICHMOND											0
184302037	18 PARK AVE WALNUT CREEK											0
139290008	747 CASTLE ROCK RD WALNUT CREEK											0
184180024	11 ALTA HILL WAY WALNUT CREEK											0
172062005	2740 CHERRY LN WALNUT CREEK											0
425110026	455 LA PALOMA RD EL SOBRANTE											0

187590027	521 NEELY ALAMO CA					1				4/29/2021	1
010180022	1851 PAYNE BRENTWOOD CA								1	10/18/2021	1
420184013	3937 LA CRESENTA EL SOBRANTE CA							1		8/10/2021	1
161270002	0 HERON MARTINEZ CA								1	1/28/2021	1
197170018	32 COPENHAGEN ALAMO CA			1						3/31/2021	1
192072015	164 S JACKSON ALAMO CA								1	9/23/2021	1
169080020	3157 DIABLO VIEW LAFAYETTE CA			1						7/14/2021	1
184550017	215 ROYAL GLEN WALNUT CREEK CA			1						7/26/2021	1
188210026	2430 TICE VALLEY WALNUT CREEK CA			1						3/17/2021	1
191020018	8 SIMO ALAMO CA					1				4/29/2021	1
004191026	1346 SHELL DISCOVERY BAY CA			1						11/24/2021	1
435100033	5427 MARTIS EL SOBRANTE CA			1						1/27/2021	1
433200011	80 PINE HILL EL SOBRANTE CA					1				3/24/2021	1
433081001	5746 ROBIN HOOD EL SOBRANTE CA					1				10/2/2021	1
420031008	3543 MIFLIN EL SOBRANTE CA					1				3/11/2021	1
431070044	2700 MAY EL SOBRANTE CA					1				2/5/2021	1
570231012	227 LAKE KENSINGTON CA					1				9/24/2021	1
570121020	310 VASSAR KENSINGTON CA					1				9/16/2021	1
169171024	1552 PLEASANT HILL LAFAYETTE CA			1						10/1/2021	1
006273005	9040 DOUBLETREE LIVERMORE VALLEY CA			1						1/28/2021	1

154190027	825 GOLF CLUB PLEASANT HILL CA					1				4/23/2021	1
357163007	744 INVESTMENT RODEO CA								1	3/1/2021	1
180321019	150 SADDLE OAKS WALNUT CREEK CA			1						7/13/2021	1
198082005	181 LA SERENA ALAMO CA			1						6/3/2021	1
571300015	392 COVENTRY KENSINGTON CA							1		10/14/2021	1
357140054	30 LONDON RODEO CA					1				10/20/2021	1
185302026	2752 ACACIA WALNUT CREEK CA								1	7/19/2021	1
196080024	117 DEAN ALAMO CA								1	5/19/2021	1
198131008	11 CORWIN ALAMO CA								1	3/11/2021	1
198270009	180 DANIEL ALAMO CA								1	4/7/2021	1
188370014	2617 DANVILLE ALAMO CA								1	1/6/2021	1
194123016	23 RAY ALAMO CA					1				3/5/2021	1
192290016	25 SUMMER MEADOWS ALAMO CA								1	5/6/2021	1
198140045	100 VIA COPLA ALAMO CA					1				4/19/2021	1
201030013	279 WAYNE ALAMO CA							1		4/13/2021	1
196110052	15 ALAMO OAKS ALAMO CA							1		6/1/2021	1
198020011	142 WOODLYN ALAMO CA								1	8/5/2021	1
192020022	1407 ENTRADA VERDE ALAMO CA			1						9/22/2021	1
193940002	357 GOLDEN GRASS ALAMO CA			1						8/18/2021	1
198252014	141 VIA BONITA ALAMO CA					1				7/21/2021	1
193660007	1449 EMMONS CANYON ALAMO CA					1				7/26/2021	1
193631002	236 ST PAUL ALAMO CA					1				9/14/2021	1

193111006	150 BOLLA ALAMO CA					1				11/9/2021	1
003020042	280 CAMINO DIABLO BRENTWOOD CA								1	7/8/2021	1
100302031	215 WELLINGTON CLYDE CA			1						6/9/2021	1
215130002	11 SADDLEBACK DANVILLE CA					1				6/30/2021	1
215160004	2409 SADDLEBACK DANVILLE CA								1	6/21/2021	1
206760009	1290 CHARBRAY DANVILLE CA					1				8/26/2021	1
220200012	4270 SILVER MEADOW DANVILLE CA							1		12/7/2021	1
195270013	111 EL CENTRO DIABLO CA							1		6/7/2021	1
195270013	111 EL CENTRO DIABLO CA							1		6/11/2021	1
426162007	957 MANOR EL SOBRANTE CA								1	1/20/2021	1
430011011	5569 CIRCLE EL SOBRANTE CA			1						2/9/2021	1
426122018	977 ST ANDREWS EL SOBRANTE CA								1	5/17/2021	1
425083005	644 PEBBLE EL SOBRANTE CA								1	6/7/2021	1
426200019	763 SOLANO EL SOBRANTE CA								1	8/13/2021	1
420191003	4000 LA COLINA EL SOBRANTE CA								1	10/18/2021	1
430132023	5700 OAK KNOLL EL SOBRANTE CA								1	8/10/2021	1
425072037	738 LA PALOMA EL SOBRANTE CA					1				12/14/2021	1
435090012	5202 SAN PABLO DAM EL SOBRANTE CA			1						11/10/2021	1
570180028	205 COLUMBIA KENSINGTON CA								1	10/27/2021	1
367140019	8 CREEKSIDE OAKS MARTINEZ CA								1	4/19/2021	1
367260005	63 FOX MARTINEZ CA					1				12/20/2021	1

375242008	1321 SANTA FE MARTINEZ CA					1				7/6/2021	1
418122014	5960 MCBRYDE RICHMOND CA					1				2/12/2021	1
521160016	6415 CLAREMONT RICHMOND CA			1						9/7/2021	1
180190017	65 MC CONNELL WALNUT CREEK CA					1				1/6/2021	1
188112005	2318 TICE VALLEY WALNUT CREEK CA								1	5/25/2021	1
185290009	2695 KINNEY WALNUT CREEK CA					1				2/5/2021	1
184301029	41 WILLOW WALNUT CREEK CA					1				2/10/2021	1
188021005	281 MONTECILLO WALNUT CREEK CA					1				8/27/2021	1
185290016	1062 JUANITA WALNUT CREEK CA					1				10/24/2021	1
185351003	1276 JUANITA WALNUT CREEK CA					1				5/12/2021	1
177150038	134 HILLCROFT WALNUT CREEK CA					1				5/3/2021	1
180150024	103 MANDALA WALNUT CREEK CA			1						5/7/2021	1
179161003	336 MARSHALL WALNUT CREEK CA								1	7/13/2021	1
172061035	2731 CHERRY WALNUT CREEK CA					1				3/11/2021	1
185360016	40 IRIS WALNUT CREEK CA			1						3/1/2021	1
184191026	1800 MAGNOLIA WALNUT CREEK CA								1	4/26/2021	1
184252009	1560 ARBUTUS WALNUT CREEK CA								1	7/20/2021	1
188112014	1751 MEADOW WALNUT CREEK CA								1	10/18/2021	1

188132007	148 CREEKDALE WALNUT CREEK CA							1		5/19/2021	1
188150004	170 CASTLE HILL RANCH WALNUT CREEK CA								1	9/8/2021	1
184204011	1813 NEWELL WALNUT CREEK CA			1						5/7/2021	1
184321021	67 GRANDVIEW WALNUT CREEK CA								1	11/23/2021	1
188141005	117 CASTLE HILL RANCH WALNUT CREEK CA							1		10/21/2021	1
140200018	23 KERLEY WALNUT CREEK CA					1				9/29/2021	1
179141016	73 CRAGMONT WALNUT CREEK CA							1		10/21/2021	1
184163005	2174 WHYTE PARK WALNUT CREEK CA							1		11/29/2021	1
138060013	3695 OAK CREEK WALNUT CREEK CA								1	11/30/2021	1
183142005	2033 GRANT WALNUT CREEK CA								1	9/28/2021	1
188070010	121 ADAMS RANCH WALNUT CREEK CA			1						8/27/2021	1
180370021	2228 SAN MIGUEL WALNUT CREEK CA					1				12/28/2021	1
183353003	2110 CARROL WALNUT CREEK CA								1	12/23/2021	1
182051042	2550 SAN MIGUEL WALNUT CREEK CA			1						12/22/2021	1
206750001	5224 BENGALI DANVILLE CA					1				10/14/2021	1
166230018	3287 GLORIA LAFAYETTE CA							1		11/29/2021	1
416063012	2941 GREENWOOD SAN PABLO CA			1						8/30/2021	1
192200052	951 LIVORNA ALAMO CA								1	8/30/2021	1

196100011	272 CROSS ALAMO CA								0	1/22/2021	0
193210033	2631 ROYAL OAKS ALAMO CA								1	8/2/2021	1
193080015	295 LAS QUEBRADAS ALAMO CA								1	10/8/2021	1
193443005	2484 BILTMORE ALAMO CA								0	6/23/2021	0
096020050	83 FAIRVIEW BAY POINT CA								1	7/22/2021	1
096016001	95 CRIVELLO BAY POINT CA								1	8/5/2021	1
28090016	1540 TAYLOR BETHEL ISLAND CA								1	3/15/2021	1
031250006	3017 DELTA COVES BETHEL ISLAND CA								1	1/20/2021	1
031230014	284 WATERSIDE BETHEL ISLAND CA								1	1/20/2021	1
031230019	283 WATERSIDE BETHEL ISLAND CA								1	1/20/2021	1
031240038	149 SEA GATE BETHEL ISLAND CA								1	1/20/2021	1
031240035	167 SEA GATE BETHEL ISLAND CA								1	1/20/2021	1
031240021	39 SEAWARD BETHEL ISLAND CA								1	2/1/2021	1
031240022	29 SEAWARD BETHEL ISLAND CA								1	2/1/2021	1
031240023	21 SEAWARD BETHEL ISLAND CA								1	2/1/2021	1
031230020	275 WATERSIDE BETHEL ISLAND CA								1	1/20/2021	1
031230022	259 WATERSIDE BETHEL ISLAND CA								1	1/20/2021	1
031230013	278 WATERSIDE BETHEL ISLAND CA								1	1/20/2021	1



031230021	267 WATERSIDE BETHEL ISLAND CA								1	1/20/2021	1
031250003	3035 DELTA COVES BETHEL ISLAND CA								1	1/20/2021	1
031250004	3029 DELTA COVES BETHEL ISLAND CA								1	1/20/2021	1
031250005	3023 DELTA COVES BETHEL ISLAND CA								1	1/20/2021	1
031250007	3011 DELTA COVES BETHEL ISLAND CA								1	1/20/2021	1
031240013	20 SEAWARD BETHEL ISLAND CA								1	1/20/2021	1
031240033	177 SEA GATE BETHEL ISLAND CA								1	1/20/2021	1
031240034	173 SEA GATE BETHEL ISLAND CA								1	1/20/2021	1
031230011	266 WATERSIDE BETHEL ISLAND CA								1	1/20/2021	1
031230012	272 WATERSIDE BETHEL ISLAND CA								1	1/20/2021	1
031230069	3179 DELTA COVES BETHEL ISLAND CA								1	5/6/2021	1
031230070	3173 DELTA COVES BETHEL ISLAND CA								1	5/6/2021	1
031230031	3227 DELTA COVES BETHEL ISLAND CA								1	5/26/2021	1
031230032	3221 DELTA COVES BETHEL ISLAND CA								1	5/26/2021	1
031230033	3215 DELTA COVES BETHEL ISLAND CA								1	5/26/2021	1
031230034	3209 DELTA COVES BETHEL ISLAND CA								1	5/26/2021	1
031230035	3203 DELTA COVES BETHEL ISLAND CA								1	6/2/2021	1

031230036	3197 DELTA COVES BETHEL ISLAND CA								1	6/2/2021	1
031230037	3191 DELTA COVES BETHEL ISLAND CA								1	6/2/2021	1
031230038	3185 DELTA COVES BETHEL ISLAND CA								1	6/2/2021	1
031210050	419 HALCYON BETHEL ISLAND CA								1	7/13/2021	1
031210051	413 HALCYON BETHEL ISLAND CA								1	7/13/2021	1
031210052	407 HALCYON BETHEL ISLAND CA								1	7/13/2021	1
031210027	408 HALCYON BETHEL ISLAND CA								1	7/13/2021	1
031210028	416 HALCYON BETHEL ISLAND CA								1	7/13/2021	1
031210029	424 HALCYON BETHEL ISLAND CA								1	7/13/2021	1
031230009	254 WATERSIDE BETHEL ISLAND CA								1	8/11/2021	1
031230010	260 WATERSIDE BETHEL ISLAND CA								1	8/11/2021	1
031230023	251 WATERSIDE BETHEL ISLAND CA								1	8/11/2021	1
031230025	235 WATERSIDE BETHEL ISLAND CA								1	8/16/2021	1
031230026	227 WATERSIDE BETHEL ISLAND CA								1	8/12/2021	1
031230027	219 WATERSIDE BETHEL ISLAND CA								1	8/12/2021	1
031230028	211 WATERSIDE BETHEL ISLAND CA								1	8/12/2021	1
031230005	224 WATERSIDE BETHEL ISLAND CA								1	8/16/2021	1

031230006	236 WATERSIDE BETHEL ISLAND CA								1	8/16/2021	1
031230007	242 WATERSIDE BETHEL ISLAND CA								1	8/16/2021	1
031230008	248 WATERSIDE BETHEL ISLAND CA								1	8/16/2021	1
031230024	243 WATERSIDE BETHEL ISLAND CA								1	8/11/2021	1
031240003	3125 DELTA COVES BETHEL ISLAND CA								1	8/24/2021	1
031210030	432 HALCYON BETHEL ISLAND CA								1	8/24/2021	1
031210049	425 HALCYON BETHEL ISLAND CA								1	8/24/2021	1
031240058	22 GREY WHALE BETHEL ISLAND CA								1	8/24/2021	1
031240059	26 GREY WHALE BETHEL ISLAND CA								1	8/24/2021	1
031240060	30 GREY WHALE BETHEL ISLAND CA								1	8/24/2021	1
031240066	27 GREY WHALE BETHEL ISLAND CA								1	8/24/2021	1
031240067	23 GREY WHALE BETHEL ISLAND CA								1	8/24/2021	1
031240068	19 GREY WHALE BETHEL ISLAND CA								1	8/24/2021	1
031240069	15 GREY WHALE BETHEL ISLAND CA								1	8/24/2021	1
031210031	430 HALCYON BETHEL ISLAND CA								1	9/21/2021	1
031210046	443 HALCYON BETHEL ISLAND CA								1	9/21/2021	1
031210047	437 HALCYON BETHEL ISLAND CA								1	9/21/2021	1

031210048	431 HALCYON BETHEL ISLAND CA								1	9/21/2021	1
031230064	3167 DELTA COVES BETHEL ISLAND CA								1	9/20/2021	1
031230065	3161 DELTA COVES BETHEL ISLAND CA								1	9/20/2021	1
031230066	3155 DELTA COVES BETHEL ISLAND CA								1	9/20/2021	1
031230067	3149 DELTA COVES BETHEL ISLAND CA								1	9/20/2021	1
031230068	3143 DELTA COVES BETHEL ISLAND CA								1	9/20/2021	1
031240001	3137 DELTA COVES BETHEL ISLAND CA								1	9/20/2021	1
031240002	3131 DELTA COVES BETHEL ISLAND CA								1	9/20/2021	1
031220045	3275 DELTA COVES BETHEL ISLAND CA								1	12/8/2021	1
031220046	3269 DELTA COVES BETHEL ISLAND CA								1	12/8/2021	1
031220047	3263 DELTA COVES BETHEL ISLAND CA								1	12/8/2021	1
031220048	3257 DELTA COVES BETHEL ISLAND CA								1	12/8/2021	1
031220049	3251 DELTA COVES BETHEL ISLAND CA								1	12/8/2021	1
031220050	3345 DELTA COVES BETHEL ISLAND CA								1	12/8/2021	1
031230002	206 WATERSIDE BETHEL ISLAND CA								1	12/8/2021	1
031230003	212 WATERSIDE BETHEL ISLAND CA								1	12/8/2021	1
031230004	218 WATERSIDE BETHEL ISLAND CA								1	12/8/2021	1

031220031	3359 DELTA COVES BETHEL ISLAND CA								1	12/27/2021	1
031220032	3353 DELTA COVES BETHEL ISLAND CA								1	12/27/2021	1
031220033	3347 DELTA COVES BETHEL ISLAND CA								1	12/27/2021	1
031220034	3341 DELTA COVES BETHEL ISLAND CA								1	12/27/2021	1
031220035	3335 DELTA COVES BETHEL ISLAND CA								1	12/27/2021	1
031220036	3329 DELTA COVES BETHEL ISLAND CA								1	12/27/2021	1
030070002	4395 WILLOW BETHEL ISLAND CA								1	4/23/2021	1
011180048	26285 MARSH CREEK BRENTWOOD CA								1	9/14/2021	1
011030010	710 SELLERS BRENTWOOD CA								1	10/12/2021	1
005170006	0 BYRON HOT SPRINGS BYRON CA								1	8/10/2021	1
117040086	315 EMMET CONCORD CA								1	5/13/2021	1
117040086	303 EMMET CONCORD CA								1	5/13/2021	1
117040086	307 EMMET CONCORD CA								1	5/13/2021	1
117040086	311 EMMET CONCORD CA								1	5/13/2021	1
117040086	314 EMMET CONCORD CA								1	5/13/2021	1
117040086	310 EMMET CONCORD CA								1	5/13/2021	1
117040086	306 EMMET CONCORD CA								1	5/13/2021	1
117040086	302 EMMET CONCORD CA								1	5/13/2021	1
354232025	155 BALDWIN CROCKETT CA								1	1/26/2021	1
206780003	6217 MASSARA DANVILLE CA								1	1/28/2021	1
206790016	130 TURANIAN DANVILLE CA								1	1/28/2021	1

206780002	6209 MASSARA DANVILLE CA								1	1/28/2021	1
206780015	6222 MASSARA DANVILLE CA								1	1/28/2021	1
206790010	6169 MASSARA DANVILLE CA								1	1/28/2021	1
206790017	124 TURANIAN DANVILLE CA								1	1/28/2021	1
206790020	106 TURANIAN DANVILLE CA								1	1/28/2021	1
206790022	201 ROBERT DUCHI DANVILLE CA								1	1/28/2021	1
206790018	118 TURANIAN DANVILLE CA								1	1/28/2021	1
206790019	112 TURANIAN DANVILLE CA								1	1/28/2021	1
206790021	100 TURANIAN DANVILLE CA								1	1/28/2021	1
206790023	209 ROBERT DUCHI DANVILLE CA								1	1/28/2021	1
206780004	305 PERCHERON DANVILLE CA								1	6/24/2021	1
206780008	300 PERCHERON DANVILLE CA								1	6/24/2021	1
206790011	103 TURANIAN DANVILLE CA								1	6/24/2021	1
203010010	2450 MOUNT DIABLO SCENIC DIABLO CA								1	9/13/2021	1
008190007	2012 WINDWARD DISCOVERY BAY CA								1	6/7/2021	1
008120035	2015 CYPRESS DISCOVERY BAY CA								1	5/12/2021	1
431070035	80 AVENIDA MARTINEZ EL SOBRANTE CA								1	5/25/2021	1
166010050	145 ARBOR VIEW LAFAYETTE CA								1	6/25/2021	1
367140023	22 GATEWAY ESTATES MARTINEZ CA								1	5/20/2021	1
367140019	8 CREEKSIDE OAKS MARTINEZ CA								1	4/19/2021	1
367140018	6 CREEKSIDE OAKS MARTINEZ CA								1	4/29/2021	1

367140024	18 GATEWAY ESTATES MARTINEZ CA								1	10/4/2021	1
357140049	21 LONDON RODEO CA								1	2/4/2021	1
357140050	31 LONDON RODEO CA								1	2/4/2021	1
182150044	55 AMIGO WALNUT CREEK CA								1	3/18/2021	1
179161003	336 MARSHALL WALNUT CREEK CA								0	7/12/2021	0
185290007	1403 BOULEVARD WALNUT CREEK CA								0	5/6/2021	0
238050007	2780 W NEWELL WALNUT CREEK CA								1	7/13/2021	1
198082005	181 LA SERENA ALAMO CA								0	6/3/2021	0
125120017	214 CENTER PACHECO CA								2	5/4/2021	2
125120017	214 CENTER PACHECO CA								2	3/9/2021	2
125120017	214 CENTER PACHECO CA								2	5/4/2021	2
409172019	345 GROVE RICHMOND CA								2	6/18/2021	2
357140059	20 LONDON RODEO CA								1	11/10/2021	1
357140054	30 LONDON RODEO CA								1	10/20/2021	1
185302026	2752 ACACIA WALNUT CREEK CA								0	7/19/2021	0
098414002	475 KIM BAY POINT										0
138150015	250 PINE CREEK WALNUT CREEK										0
430233029	2495 RANCHO RD EL SOBRANTE										0
196130041	17 CUMORAH ALAMO										0
184343002	1891 POPLAR DR WALNUT CREEK										0
354042023	304 EDWARDS ST CROCKETT										0

420184001	3969 LA CRESENTA EL SOBRANTE										0
148292017	57 BRIARWOOD WALNUT CREEK										0
191020041	1650 RAMONA ALAMO										0
185381002	1390 JUANITA WALNUT CREEK										0
199370004	18320 BOLLINGER CANYON SAN RAMON										0
185280032	6 EVERGREEN WALNUT CREEK										0
425123006	4242 FARISS EL SOBRANTE										0
095092014	44 MOUNTAIN VIEW BAY POINT			1					5/26/2021		1
175143004	156 HILLTOP CRESCENT WALNUT CREEK										0
357140059	0 PARKER RODEO							1	11/10/2021		1
357140060	0 PARKER RODEO										0
188412009	215 SYDNEY ALAMO										0
201050054	24 CARRIAGE ALAMO										0
420140015	3779 RAMSEY EL SOBRANTE										0
357202005	347 NAPA RODEO										0
183353004	2100 CARROL RD WALNUT CREEK							0	12/28/2021		0
403471016	96 SALEM SAN PABLO										0
192134017	94 AUSTIN ALAMO										0
193281001	2982 ROUNDHILL RD ALAMO										0
093192019	55 MARIN BAY POINT										0
425220009	4271 SANTA RITA EL SOBRANTE										0
572233003	8 ANSON KENSINGTON										0
354145001	1535 POMONA CROCKETT										0



166010017	1992 RELIEZ VALLEY LAFAYETTE											0
193310021	2488 ROYAL OAKS ALAMO											0
191050015	1555 LITINA ALAMO											0
357093023	486 GARRETSON RODEO								1	9/22/2021		1
191170020	119 ROMERO ALAMO											0
206760013	1251 CHARBRAY DANVILLE											0
192200013	931 LIVORNA ALAMO											0
004080057	4868 CABRILLO DISCOVERY BAY											0
095321040	2122 MENDOCINO BAY POINT											0
570152006	216 TRINITY KENSINGTON											0
193721001	335 BRYAN ALAMO											0
194221003	40 SHAWN ALAMO											0
367140017	2 CREEKSIDE OAKS MARTINEZ											0
375032032	2285 S CREST MARTINEZ											0
430233007	2391 RANCHO EL SOBRANTE											0
192210023	100 STEPHANIE ALAMO											0
418111016	6040 FELIX RICHMOND											0
215110005	2347 SADDLEBACK DANVILLE											0
435120036	5518 SAN PABLO DAM EL SOBRANTE											0
166030006	1052 GRAYSON PLEASANT HILL											0
357071026	356 GARRETSON RODEO											0
015110033	185 EAGLE BRENTWOOD											0
426143002	826 JUANITA EL SOBRANTE											0

435120058	610 LOIS EL SOBRANTE											0
375291003	909 VINE MARTINEZ											0
409200017	1736 1ST RICHMOND											0
425130018	4183 FOSTER EL SOBRANTE											0
011281006	3700 VALLEY OAK BRENTWOOD											0
367170006	5324 ALHAMBRA VALLEY MARTINEZ											0
098103003	22 ISLAND VIEW BAY POINT											0
166190023	3145 GLORIA LAFAYETTE											0
201040018	145 CAMILLE ALAMO											0
365230008	3601 SPRINGHILL LAFAYETTE											0
192060001	98 N JACKSON ALAMO											0
521073016	1505 OLIVE RICHMOND											0
172040032	1160 ELMWOOD WALNUT CREEK											0
195280051	1560 AVENIDA NUEVA DIABLO											0
403191005	2660 KEVIN SAN PABLO											0
193060010	2822 MIRANDA ALAMO											0
185242022	20 MANZANITA WALNUT CREEK											0
184303020	206 SEQUOIA WALNUT CREEK											0
572231024	27 FRANCISCAN KENSINGTON											0
357281006	901 HAWTHORNE RODEO											0
355083015	61 CRESTVIEW CROCKETT											0
409021037	0 VERNON RICHMOND											0
409021040	0 VERNON RICHMOND											0
409021041	0 VERNON RICHMOND											0



**Table A2**

**Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units**

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
Current APN	Street Address	Project Name <sup>+</sup>	10							11	12
			Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			20	9	171	9	0	2	136		347
425050004	4077 LAMBERT RD EL SOBRANTE CA 94803-1743								1	1/20/2021	1
96033028	74 SOLANO AVE BAY POINT CA 94565-1618								1	3/24/2021	1
6190010	7911 CARNEAL RD LIVERMORE VALLEY CA								1	11/1/2021	1
187232012	233 LIVORNA HEIGHTS RD ALAMO CA 94507- 1324								1	12/28/2021	1
184311012	61 PANORAMIC WAY WALNUT CREEK CA 94595- 1605								1	9/10/2021	1
435042006	4300 JANA VISTA EL SOBRANTE CA 94803-3018							1		1/21/2021	1
148170001	3010 DEL HOMBRE WALNUT CREEK, CA	DEL HOMBRE APARTMENTS									0
571221010	22 AVON KENSINGTON CA								1	12/7/2021	1
416024014	3080 BAYWOOD SAN PABLO, CA								1	6/25/2021	1
204170003	7400 JOHNSTON SAN RAMON, CA								1	10/19/2021	1

185301001	2409 CAMINO DIABLO BYRON, CA									1	2/24/2021	1
179162008	331 MARSHALL WALNUT CREEK, CA									1	5/13/2021	1
193750006	12 COUNTRY OAK ALAMO, CA									1	11/1/2021	1
375284008	1000 DELACY MARTINEZ, CA									1	7/27/2021	1
193560003	3402 OAKRAIDER ALAMO, CA									1	3/22/2021	1
194232013	77 GREG ALAMO, CA									1	7/21/2021	1
357093023	486 GARRETSON RODEO, CA			1							4/6/2021	1
191062020	10 GRAN VIA ALAMO, CA									1	10/27/2021	1
193050004	20 BEVMAR ALAMO, CA									1	8/27/2021	1
197010029	30 CASA MARIA ALAMO, CA									3	6/3/2021	3
180310008	41 BALL WALNUT CREEK, CA									1	12/21/2021	1
420080009	3590 HILLCREST EL SOBRANTE, CA									1	4/15/2021	1
188170005	115 SADDLE WALNUT CREEK, CA									1	6/18/2021	1
031070015	2752 TAYLOR BETHEL ISLAND, CA									1	1/21/2021	1
367140021	15 GATEWAY ESTATES MARTINEZ, CA									1	7/28/2021	1
031230057	51 EDGEWATER BETHEL ISLAND, CA	DELTA COVES								1	7/19/2021	1
031240063	41 GREY WHALE BETHEL ISLAND, CA	DELTA COVES								1	1/15/2021	1
031240028	171 SEA GATE BETHEL ISLAND, CA	DELTA COVES								1	5/25/2021	1
031240029	176 SEA GATE BETHEL ISLAND, CA	DELTA COVES								1	6/16/2021	1

031240031	189 SEA GATE BETHEL ISLAND, CA	DELTA COVES								1	6/30/2021	1
031240032	183 SEA GATE BETHEL ISLAND, CA	DELTA COVES								1	7/28/2021	1
003130002	2409 CAMINO DIABLO BYRON, CA											0
180310008	41 BALL WALNUT CREEK, CA									1	8/27/2021	1
367140025	14 GATEWAY ESTATES MARTINEZ, CA									1	12/14/2021	1
010080006	880 EUREKA BRENTWOOD, CA									1	11/9/2021	1
031230058	43 EDGEWATER BETHEL ISLAND, CA	DELTA COVES								1	7/26/2021	1
031230059	35 EDGEWATER BETHEL ISLAND, CA	DELTA COVES								1	8/2/2021	1
031230060	27 EDGEWATER BETHEL ISLAND, CA	DELTA COVES								1	8/4/2021	1
031230061	19 EDGEWATER BETHEL ISLAND, CA	DELTA COVES								1	8/16/2021	1
409041012	27 W GERTRUDE RICHMOND, CA									1	10/5/2021	1
031220016	372 NAVIGATORS BETHEL ISLAND, CA	DELTA COVES								1	10/18/2021	1
031220017	380 NAVIGATORS BETHEL ISLAND, CA	DELTA COVES								1	10/4/2021	1
031220018	371 NAVIGATORS BETHEL ISLAND, CA	DELTA COVES								1	9/27/2021	1
031230043	34 EDGEWATER BETHEL ISLAND, CA	DELTA COVES								1	9/1/2021	1
031230044	42 EDGEWATER BETHEL ISLAND, CA	DELTA COVES								1	9/1/2021	1
015010073	1601 SUNSET KNIGHTSEN, CA	DELTA COVES								1	12/16/2021	1
031230041	18 EDGEWATER BETHEL ISLAND, CA	DELTA COVES								1	12/13/2021	1

031230042	26 EDGEWATER BETHEL ISLAND, CA	DELTA COVES							1	12/9/2021	1
183151003	2054 HERMINE WALNUT CREEK, CA								1	5/7/2021	1
004050002	902 LIDO DISCOVERY BAY, CA								1	6/22/2021	1
193710019	135 CHANTICLEER ALAMO, CA								1	6/22/2021	1
004281002	1053 WILLOW LAKE DISCOVERY BAY, CA								1	3/2/2021	1
031240065	33 GREY WHALE BETHEL ISLAND, CA								1	2/9/2021	1
031240062	38 GREY WHALE BETHEL ISLAND, CA								1	3/22/2021	1
078090027	3115 BRAGDON CLAYTON, CA								1	8/12/2021	1
98240064	3600-3628 WILLOW PASS RD BAY POINT	Bay Point Family Apartments	20		171				2	6/16/2021	193
419052012	1706 BAYO VISTA AVE SAN PABLO								1	10/20/2021	1
197060021	1016 ADRIENNE DR ALAMO								1	6/22/2021	1
193650027	138 VIRGINIA CT ALAMO								1	10/28/2021	1
010180019	1321 PAYNE AVE BRENTWOOD								1	5/5/2021	1
215210003	99 OAKRIDGE CT DANVILLE								1	2/8/2021	1
403341005	104 BANION CT SAN PABLO								1	2/22/2021	1
184450035	2460 WARREN RD WALNUT CREEK								1	10/22/2021	1
183131027	1376 ELIZABETH CT WALNUT CREEK								1	7/2/2021	1
197360015	10 ROXBURY CT ALAMO								1	5/7/2021	1
192230014	99 STEPHANIE LN ALAMO								1	4/8/2021	1
188232035	2029 DANVILLE BLVD ALAMO								1	2/10/2021	1

355083005	1975 VISTA DEL RIO ST CROCKETT								1	2/24/2021	1
420031005	3557 MIFLIN AVE EL SOBRANTE								1	4/26/2021	1
204040033	5500 OLD SCHOOL RD SAN RAMON								1	7/14/2021	1
188131004	125 CREEKDALE RD WALNUT CREEK								1	6/23/2021	1
193010032	454 LEGACY DR ALAMO								1	2/23/2021	1
198100012	502 HEMME AVE ALAMO								1	1/6/2021	1
188252027	2159 DANVILLE BLVD ALAMO								1	2/16/2021	1
193492012	330 LAKEVIEW PL ALAMO								1	2/18/2021	1
192230014	99 STEPHANIE LN ALAMO								1	3/29/2021	1
193111016	162 EAST LN ALAMO								1	2/9/2021	1
031240064	37 GREY WHALE PL BETHEL ISLAND								1	1/27/2021	1
031240061	34 GREY WHALE PL BETHEL ISLAND								1	1/13/2021	1
031230015	290 WATERSIDE PL BETHEL ISLAND								1	11/3/2021	1
031230016	296 WATERSIDE PL BETHEL ISLAND								1	11/3/2021	1
031230017	299 WATERSIDE PL BETHEL ISLAND								1	11/24/2021	1
031230018	291 WATERSIDE PL BETHEL ISLAND								1	11/22/2021	1
015090056	3028 PROPELLER LN BRENTWOOD								1	4/15/2021	1
010210030	3410 CONCORD AVE BRENTWOOD								1	8/11/2021	1
116070007	20 OLIVIA LN CONCORD								1	2/23/2021	1
116070007	60 OLIVIA LN CONCORD								1	2/26/2021	1



354061020	420 WINSLOW ST CROCKETT									1	3/19/2021	1
355083005	1975 VISTA DEL RIO ST CROCKETT									1	2/23/2021	1
354214012	56 ATHERTON AVE CROCKETT									1	4/19/2021	1
220551025	41 DEER CREEK LN DANVILLE									1	6/23/2021	1
206780013	6238 MASSARA ST DANVILLE									1	9/28/2021	1
206780012	6246 MASSARA ST DANVILLE									1	11/30/2021	1
206780011	6265 MASSARA ST DANVILLE									1	8/31/2021	1
206780014	6230 MASSARA ST DANVILLE									1	6/16/2021	1
215210003	99 OAKRIDGE CT DANVILLE									1	2/9/2021	1
425200009	4353 SANTA RITA RD EL SOBRANTE									1	11/15/2021	1
572021001	20 KERR AVE KENSINGTON									1	9/28/2021	1
015170026	4351 ORWOOD RD KNIGHTSEN									1	8/24/2021	1
015090063	2360 FISCHER AVE KNIGHTSEN									1	7/9/2021	1
166210016	3238 GLORIA TER LAFAYETTE									1	5/21/2021	1
258060031	1277 BOLLINGER CANYON RD MORAGA									1	2/17/2021	1
204070039	1540 FINLEY RD PLEASANTON									1	6/8/2021	1
521042010	1516 ELM AVE RICHMOND									1	12/17/2021	1
184302037	18 PARK AVE WALNUT CREEK									1	5/7/2021	1
139290008	747 CASTLE ROCK RD WALNUT CREEK									1	11/10/2021	1
184180024	11 ALTA HILL WAY WALNUT CREEK									1	3/24/2021	1
172062005	2740 CHERRY LN WALNUT CREEK									1	3/15/2021	1
425110026	455 LA PALOMA RD EL SOBRANTE									2	5/19/2021	2

187590027	521 NEELY ALAMO CA					1				8/17/2021	1
010180022	1851 PAYNE BRENTWOOD CA										0
420184013	3937 LA CRESENTA EL SOBRANTE CA										0
161270002	0 HERON MARTINEZ CA										0
197170018	32 COPENHAGEN ALAMO CA										0
192072015	164 S JACKSON ALAMO CA										0
169080020	3157 DIABLO VIEW LAFAYETTE CA										0
184550017	215 ROYAL GLEN WALNUT CREEK CA										0
188210026	2430 TICE VALLEY WALNUT CREEK CA			1						8/9/2021	1
191020018	8 SIMO ALAMO CA										0
004191026	1346 SHELL DISCOVERY BAY CA										0
435100033	5427 MARTIS EL SOBRANTE CA										0
433200011	80 PINE HILL EL SOBRANTE CA					1				9/29/2021	1
433081001	5746 ROBIN HOOD EL SOBRANTE CA										0
420031008	3543 MIFLIN EL SOBRANTE CA					1				12/13/2021	1
431070044	2700 MAY EL SOBRANTE CA										0
570231012	227 LAKE KENSINGTON CA										0
570121020	310 VASSAR KENSINGTON CA					1				10/25/2021	1
169171024	1552 PLEASANT HILL LAFAYETTE CA			1						12/10/2021	1
006273005	9040 DOUBLETREE LIVERMORE VALLEY CA										0

154190027	825 GOLF CLUB PLEASANT HILL CA											0
357163007	744 INVESTMENT RODEO CA								1	7/19/2021		1
180321019	150 SADDLE OAKS WALNUT CREEK CA			1						11/4/2021		1
198082005	181 LA SERENA ALAMO CA											0
571300015	392 COVENTRY KENSINGTON CA											0
357140054	30 LONDON RODEO CA											0
185302026	2752 ACACIA WALNUT CREEK CA											0
196080024	117 DEAN ALAMO CA											0
198131008	11 CORWIN ALAMO CA											0
198270009	180 DANIEL ALAMO CA											0
188370014	2617 DANVILLE ALAMO CA								1	6/21/2021		1
194123016	23 RAY ALAMO CA					1				7/27/2021		1
192290016	25 SUMMER MEADOWS ALAMO CA											0
198140045	100 VIA COPLA ALAMO CA											0
201030013	279 WAYNE ALAMO CA							1		11/5/2021		1
196110052	15 ALAMO OAKS ALAMO CA											0
198020011	142 WOODLYN ALAMO CA											0
192020022	1407 ENTRADA VERDE ALAMO CA											0
193940002	357 GOLDEN GRASS ALAMO CA											0
198252014	141 VIA BONITA ALAMO CA											0
193660007	1449 EMMONS CANYON ALAMO CA											0
193631002	236 ST PAUL ALAMO CA											0

193111006	150 BOLLA ALAMO CA											0
003020042	280 CAMINO DIABLO BRENTWOOD CA								1	10/25/2021		1
100302031	215 WELLINGTON CLYDE CA			1						10/7/2021		1
215130002	11 SADDLEBACK DANVILLE CA											0
215160004	2409 SADDLEBACK DANVILLE CA											0
206760009	1290 CHARBRAY DANVILLE CA											0
220200012	4270 SILVER MEADOW DANVILLE CA											0
195270013	111 EL CENTRO DIABLO CA											0
195270013	111 EL CENTRO DIABLO CA											0
426162007	957 MANOR EL SOBRANTE CA											0
430011011	5569 CIRCLE EL SOBRANTE CA			1						11/4/2021		1
426122018	977 ST ANDREWS EL SOBRANTE CA											0
425083005	644 PEBBLE EL SOBRANTE CA											0
426200019	763 SOLANO EL SOBRANTE CA											0
420191003	4000 LA COLINA EL SOBRANTE CA											0
430132023	5700 OAK KNOLL EL SOBRANTE CA											0
425072037	738 LA PALOMA EL SOBRANTE CA											0
435090012	5202 SAN PABLO DAM EL SOBRANTE CA											0
570180028	205 COLUMBIA KENSINGTON CA											0
367140019	8 CREEKSIDE OAKS MARTINEZ CA											0
367260005	63 FOX MARTINEZ CA											0

375242008	1321 SANTA FE MARTINEZ CA										0
418122014	5960 MCBRYDE RICHMOND CA					1				10/21/2021	1
521160016	6415 CLAREMONT RICHMOND CA										0
180190017	65 MC CONNELL WALNUT CREEK CA					1				7/17/2021	1
188112005	2318 TICE VALLEY WALNUT CREEK CA										0
185290009	2695 KINNEY WALNUT CREEK CA										0
184301029	41 WILLOW WALNUT CREEK CA					1				11/30/2021	1
188021005	281 MONTECILLO WALNUT CREEK CA										0
185290016	1062 JUANITA WALNUT CREEK CA										0
185351003	1276 JUANITA WALNUT CREEK CA										0
177150038	134 HILLCROFT WALNUT CREEK CA										0
180150024	103 MANDALA WALNUT CREEK CA			1						12/15/2021	1
179161003	336 MARSHALL WALNUT CREEK CA										0
172061035	2731 CHERRY WALNUT CREEK CA					1				8/25/2021	1
185360016	40 IRIS WALNUT CREEK CA			1						6/17/2021	1
184191026	1800 MAGNOLIA WALNUT CREEK CA										0
184252009	1560 ARBUTUS WALNUT CREEK CA										0
188112014	1751 MEADOW WALNUT CREEK CA										0

188132007	148 CREEKDALE WALNUT CREEK CA											0
188150004	170 CASTLE HILL RANCH WALNUT CREEK CA											0
184204011	1813 NEWELL WALNUT CREEK CA											0
184321021	67 GRANDVIEW WALNUT CREEK CA											0
188141005	117 CASTLE HILL RANCH WALNUT CREEK CA											0
140200018	23 KERLEY WALNUT CREEK CA											0
179141016	73 CRAGMONT WALNUT CREEK CA											0
184163005	2174 WHYTE PARK WALNUT CREEK CA											0
138060013	3695 OAK CREEK WALNUT CREEK CA											0
183142005	2033 GRANT WALNUT CREEK CA											0
188070010	121 ADAMS RANCH WALNUT CREEK CA			1						12/17/2021		1
180370021	2228 SAN MIGUEL WALNUT CREEK CA											0
183353003	2110 CARROL WALNUT CREEK CA											0
182051042	2550 SAN MIGUEL WALNUT CREEK CA											0
206750001	5224 BENGALI DANVILLE CA											0
166230018	3287 GLORIA LAFAYETTE CA											0
416063012	2941 GREENWOOD SAN PABLO CA											0
192200052	951 LIVORNA ALAMO CA											0

196100011	272 CROSS ALAMO CA											0
193210033	2631 ROYAL OAKS ALAMO CA											0
193080015	295 LAS QUEBRADAS ALAMO CA											0
193443005	2484 BILTMORE ALAMO CA											0
096020050	83 FAIRVIEW BAY POINT CA											0
096016001	95 CRIVELLO BAY POINT CA											0
28090016	1540 TAYLOR BETHEL ISLAND CA											0
031250006	3017 DELTA COVES BETHEL ISLAND CA								1	12/8/2021		1
031230014	284 WATERSIDE BETHEL ISLAND CA								1	9/23/2021		1
031230019	283 WATERSIDE BETHEL ISLAND CA								1	9/29/2021		1
031240038	149 SEA GATE BETHEL ISLAND CA								1	10/27/2021		1
031240035	167 SEA GATE BETHEL ISLAND CA											0
031240021	39 SEAWARD BETHEL ISLAND CA											0
031240022	29 SEAWARD BETHEL ISLAND CA											0
031240023	21 SEAWARD BETHEL ISLAND CA											0
031230020	275 WATERSIDE BETHEL ISLAND CA											0
031230022	259 WATERSIDE BETHEL ISLAND CA											0
031230013	278 WATERSIDE BETHEL ISLAND CA								1	9/23/2021		1

031230021	267 WATERSIDE BETHEL ISLAND CA									1	9/29/2021	1
031250003	3035 DELTA COVES BETHEL ISLAND CA									1	11/23/2021	1
031250004	3029 DELTA COVES BETHEL ISLAND CA									1	11/23/2021	1
031250005	3023 DELTA COVES BETHEL ISLAND CA									1	11/29/2021	1
031250007	3011 DELTA COVES BETHEL ISLAND CA									1	12/8/2021	1
031240013	20 SEAWARD BETHEL ISLAND CA											0
031240033	177 SEA GATE BETHEL ISLAND CA									1	11/3/2021	1
031240034	173 SEA GATE BETHEL ISLAND CA									1	10/27/2021	1
031230011	266 WATERSIDE BETHEL ISLAND CA									1	9/9/2021	1
031230012	272 WATERSIDE BETHEL ISLAND CA									1	9/16/2021	1
031230069	3179 DELTA COVES BETHEL ISLAND CA											0
031230070	3173 DELTA COVES BETHEL ISLAND CA											0
031230031	3227 DELTA COVES BETHEL ISLAND CA									1	12/29/2021	1
031230032	3221 DELTA COVES BETHEL ISLAND CA									1	12/29/2021	1
031230033	3215 DELTA COVES BETHEL ISLAND CA									1	12/30/2021	1
031230034	3209 DELTA COVES BETHEL ISLAND CA									1	12/30/2021	1
031230035	3203 DELTA COVES BETHEL ISLAND CA											0



031230036	3197 DELTA COVES BETHEL ISLAND CA											0
031230037	3191 DELTA COVES BETHEL ISLAND CA											0
031230038	3185 DELTA COVES BETHEL ISLAND CA											0
031210050	419 HALCYON BETHEL ISLAND CA											0
031210051	413 HALCYON BETHEL ISLAND CA											0
031210052	407 HALCYON BETHEL ISLAND CA											0
031210027	408 HALCYON BETHEL ISLAND CA											0
031210028	416 HALCYON BETHEL ISLAND CA											0
031210029	424 HALCYON BETHEL ISLAND CA											0
031230009	254 WATERSIDE BETHEL ISLAND CA											0
031230010	260 WATERSIDE BETHEL ISLAND CA											0
031230023	251 WATERSIDE BETHEL ISLAND CA											0
031230025	235 WATERSIDE BETHEL ISLAND CA											0
031230026	227 WATERSIDE BETHEL ISLAND CA											0
031230027	219 WATERSIDE BETHEL ISLAND CA											0
031230028	211 WATERSIDE BETHEL ISLAND CA											0
031230005	224 WATERSIDE BETHEL ISLAND CA											0

031230006	236 WATERSIDE BETHEL ISLAND CA											0
031230007	242 WATERSIDE BETHEL ISLAND CA											0
031230008	248 WATERSIDE BETHEL ISLAND CA											0
031230024	243 WATERSIDE BETHEL ISLAND CA											0
031240003	3125 DELTA COVES BETHEL ISLAND CA											0
031210030	432 HALCYON BETHEL ISLAND CA											0
031210049	425 HALCYON BETHEL ISLAND CA											0
031240058	22 GREY WHALE BETHEL ISLAND CA											0
031240059	26 GREY WHALE BETHEL ISLAND CA											0
031240060	30 GREY WHALE BETHEL ISLAND CA											0
031240066	27 GREY WHALE BETHEL ISLAND CA											0
031240067	23 GREY WHALE BETHEL ISLAND CA											0
031240068	19 GREY WHALE BETHEL ISLAND CA											0
031240069	15 GREY WHALE BETHEL ISLAND CA											0
031210031	430 HALCYON BETHEL ISLAND CA											0
031210046	443 HALCYON BETHEL ISLAND CA											0
031210047	437 HALCYON BETHEL ISLAND CA											0

031210048	431 HALCYON BETHEL ISLAND CA											0
031230064	3167 DELTA COVES BETHEL ISLAND CA											0
031230065	3161 DELTA COVES BETHEL ISLAND CA											0
031230066	3155 DELTA COVES BETHEL ISLAND CA											0
031230067	3149 DELTA COVES BETHEL ISLAND CA											0
031230068	3143 DELTA COVES BETHEL ISLAND CA											0
031240001	3137 DELTA COVES BETHEL ISLAND CA											0
031240002	3131 DELTA COVES BETHEL ISLAND CA											0
031220045	3275 DELTA COVES BETHEL ISLAND CA											0
031220046	3269 DELTA COVES BETHEL ISLAND CA											0
031220047	3263 DELTA COVES BETHEL ISLAND CA											0
031220048	3257 DELTA COVES BETHEL ISLAND CA											0
031220049	3251 DELTA COVES BETHEL ISLAND CA											0
031220050	3345 DELTA COVES BETHEL ISLAND CA											0
031230002	206 WATERSIDE BETHEL ISLAND CA											0
031230003	212 WATERSIDE BETHEL ISLAND CA											0
031230004	218 WATERSIDE BETHEL ISLAND CA											0

031220031	3359 DELTA COVES BETHEL ISLAND CA											0
031220032	3353 DELTA COVES BETHEL ISLAND CA											0
031220033	3347 DELTA COVES BETHEL ISLAND CA											0
031220034	3341 DELTA COVES BETHEL ISLAND CA											0
031220035	3335 DELTA COVES BETHEL ISLAND CA											0
031220036	3329 DELTA COVES BETHEL ISLAND CA											0
030070002	4395 WILLOW BETHEL ISLAND CA											0
011180048	26285 MARSH CREEK BRENTWOOD CA											0
011030010	710 SELLERS BRENTWOOD CA											0
005170006	0 BYRON HOT SPRINGS BYRON CA											0
117040086	315 EMMET CONCORD CA											0
117040086	303 EMMET CONCORD CA											0
117040086	307 EMMET CONCORD CA											0
117040086	311 EMMET CONCORD CA											0
117040086	314 EMMET CONCORD CA											0
117040086	310 EMMET CONCORD CA											0
117040086	306 EMMET CONCORD CA											0
117040086	302 EMMET CONCORD CA											0
354232025	155 BALDWIN CROCKETT CA											0
206780003	6217 MASSARA DANVILLE CA											0
206790016	130 TURANIAN DANVILLE CA								1	12/21/2021		1

206780002	6209 MASSARA DANVILLE CA								1	11/3/2021	1
206780015	6222 MASSARA DANVILLE CA								1	8/24/2021	1
206790010	6169 MASSARA DANVILLE CA										0
206790017	124 TURANIAN DANVILLE CA								1	8/31/2021	1
206790020	106 TURANIAN DANVILLE CA								1	9/30/2021	1
206790022	201 ROBERT DUCHI DANVILLE CA								1	12/17/2021	1
206790018	118 TURANIAN DANVILLE CA										0
206790019	112 TURANIAN DANVILLE CA										0
206790021	100 TURANIAN DANVILLE CA										0
206790023	209 ROBERT DUCHI DANVILLE CA										0
206780004	305 PERCHERON DANVILLE CA										0
206780008	300 PERCHERON DANVILLE CA										0
206790011	103 TURANIAN DANVILLE CA										0
203010010	2450 MOUNT DIABLO SCENIC DIABLO CA										0
008190007	2012 WINDWARD DISCOVERY BAY CA										0
008120035	2015 CYPRESS DISCOVERY BAY CA										0
431070035	80 AVENIDA MARTINEZ EL SOBRANTE CA										0
166010050	145 ARBOR VIEW LAFAYETTE CA										0
367140023	22 GATEWAY ESTATES MARTINEZ CA										0
367140019	8 CREEKSIDE OAKS MARTINEZ CA										0
367140018	6 CREEKSIDE OAKS MARTINEZ CA										0

367140024	18 GATEWAY ESTATES MARTINEZ CA											0
357140049	21 LONDON RODEO CA											0
357140050	31 LONDON RODEO CA											0
182150044	55 AMIGO WALNUT CREEK CA											0
179161003	336 MARSHALL WALNUT CREEK CA											0
185290007	1403 BOULEVARD WALNUT CREEK CA											0
238050007	2780 W NEWELL WALNUT CREEK CA											0
198082005	181 LA SERENA ALAMO CA											0
125120017	214 CENTER PACHECO CA											0
125120017	214 CENTER PACHECO CA											0
125120017	214 CENTER PACHECO CA											0
409172019	345 GROVE RICHMOND CA											0
357140059	20 LONDON RODEO CA											0
357140054	30 LONDON RODEO CA											0
185302026	2752 ACACIA WALNUT CREEK CA											0
098414002	475 KIM BAY POINT											0
138150015	250 PINE CREEK WALNUT CREEK											0
430233029	2495 RANCHO RD EL SOBRANTE											0
196130041	17 CUMORAH ALAMO											0
184343002	1891 POPLAR DR WALNUT CREEK											0
354042023	304 EDWARDS ST CROCKETT											0

420184001	3969 LA CRESENTA EL SOBRANTE											0
148292017	57 BRIARWOOD WALNUT CREEK											0
191020041	1650 RAMONA ALAMO											0
185381002	1390 JUANITA WALNUT CREEK											0
199370004	18320 BOLLINGER CANYON SAN RAMON											0
185280032	6 EVERGREEN WALNUT CREEK											0
425123006	4242 FARISS EL SOBRANTE											0
095092014	44 MOUNTAIN VIEW BAY POINT											0
175143004	156 HILLTOP CRESCENT WALNUT CREEK											0
357140059	0 PARKER RODEO											0
357140060	0 PARKER RODEO											0
188412009	215 SYDNEY ALAMO											0
201050054	24 CARRIAGE ALAMO											0
420140015	3779 RAMSEY EL SOBRANTE											0
357202005	347 NAPA RODEO											0
183353004	2100 CARROL RD WALNUT CREEK											0
403471016	96 SALEM SAN PABLO											0
192134017	94 AUSTIN ALAMO											0
193281001	2982 ROUNDHILL RD ALAMO											0
093192019	55 MARIN BAY POINT											0
425220009	4271 SANTA RITA EL SOBRANTE											0
572233003	8 ANSON KENSINGTON											0
354145001	1535 POMONA CROCKETT											0

166010017	1992 RELIEZ VALLEY LAFAYETTE											0
193310021	2488 ROYAL OAKS ALAMO											0
191050015	1555 LITINA ALAMO											0
357093023	486 GARRETSON RODEO											0
191170020	119 ROMERO ALAMO											0
206760013	1251 CHARBRAY DANVILLE											0
192200013	931 LIVORNA ALAMO											0
004080057	4868 CABRILLO DISCOVERY BAY											0
095321040	2122 MENDOCINO BAY POINT											0
570152006	216 TRINITY KENSINGTON											0
193721001	335 BRYAN ALAMO											0
194221003	40 SHAWN ALAMO											0
367140017	2 CREEKSIDE OAKS MARTINEZ											0
375032032	2285 S CREST MARTINEZ											0
430233007	2391 RANCHO EL SOBRANTE											0
192210023	100 STEPHANIE ALAMO											0
418111016	6040 FELIX RICHMOND											0
215110005	2347 SADDLEBACK DANVILLE											0
435120036	5518 SAN PABLO DAM EL SOBRANTE											0
166030006	1052 GRAYSON PLEASANT HILL											0
357071026	356 GARRETSON RODEO											0
015110033	185 EAGLE BRENTWOOD											0
426143002	826 JUANITA EL SOBRANTE											0



435120058	610 LOIS EL SOBRANTE											0
375291003	909 VINE MARTINEZ											0
409200017	1736 1ST RICHMOND											0
425130018	4183 FOSTER EL SOBRANTE											0
011281006	3700 VALLEY OAK BRENTWOOD											0
367170006	5324 ALHAMBRA VALLEY MARTINEZ											0
098103003	22 ISLAND VIEW BAY POINT											0
166190023	3145 GLORIA LAFAYETTE											0
201040018	145 CAMILLE ALAMO											0
365230008	3601 SPRINGHILL LAFAYETTE											0
192060001	98 N JACKSON ALAMO											0
521073016	1505 OLIVE RICHMOND											0
172040032	1160 ELMWOOD WALNUT CREEK											0
195280051	1560 AVENIDA NUEVA DIABLO											0
403191005	2660 KEVIN SAN PABLO											0
193060010	2822 MIRANDA ALAMO											0
185242022	20 MANZANITA WALNUT CREEK											0
184303020	206 SEQUOIA WALNUT CREEK											0
572231024	27 FRANCISCAN KENSINGTON											0
357281006	901 HAWTHORNE RODEO											0
355083015	61 CRESTVIEW CROCKETT											0
409021037	0 VERNON RICHMOND											0
409021040	0 VERNON RICHMOND											0
409021041	0 VERNON RICHMOND											0



Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			13	Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			0	0						12		0				
425050004	4077 LAMBERT RD EL SOBRANTE CA 94803-1743			N												
96033028	74 SOLANO AVE BAY POINT CA 94565-1618			N												
6190010	7911 CARNEAL RD LIVERMORE VALLEY CA			N												
187232012	233 LIVORNA HEIGHTS RD ALAMO CA 94507-1324			N												
184311012	61 PANORAMIC WAY WALNUT CREEK CA 94595-1605			N												
435042006	4300 JANA VISTA EL SOBRANTE CA 94803-3018			N				comparables, HCD calculator								
148170001	3010 DEL HOMBRE WALNUT CREEK, CA	DEL HOMBRE APARTMENTS		N			DB		55	2	Demolished	O	20.0%	1 Other		Yes
571221010	22 AVON KENSINGTON CA			N												
416024014	3080 BAYWOOD SAN PABLO, CA			N												
204170003	7400 JOHNSTON SAN RAMON, CA			N												
185301001	2409 CAMINO DIABLO BYRON, CA			N												
179162008	331 MARSHALL WALNUT CREEK, CA			N												
193750006	12 COUNTRY OAK ALAMO, CA			N												
375284008	1000 DELACY MARTINEZ, CA			N												
193560003	3402 OAKRAIDER ALAMO, CA			N												
194232013	77 GREG ALAMO, CA			N												
357093023	486 GARRETSON RODEO, CA			N				comparables; Terner Center report 2017								
191062020	10 GRAN VIA ALAMO, CA			N						1	Demolished	O				
193050004	20 BEVMAR ALAMO, CA			N						1	Demolished	O				
197010029	30 CASA MARIA ALAMO, CA			N												
180310008	41 BALL WALNUT CREEK, CA			N												
420080009	3590 HILLCREST EL SOBRANTE, CA			N												
188170005	115 SADDLE WALNUT CREEK, CA			N												

031070015	2752 TAYLOR BETHEL ISLAND, CA			N														
367140021	15 GATEWAY ESTATES MARTINEZ, CA			N														
031230057	51 EDGEWATER BETHEL ISLAND, CA	DELTA COVES		N														
031240063	41 GREY WHALE BETHEL ISLAND, CA	DELTA COVES		N														
031240028	171 SEA GATE BETHEL ISLAND, CA	DELTA COVES		N														
031240029	176 SEA GATE BETHEL ISLAND, CA	DELTA COVES		N														
031240031	189 SEA GATE BETHEL ISLAND, CA	DELTA COVES		N														
031240032	183 SEA GATE BETHEL ISLAND, CA	DELTA COVES		N														
003130002	2409 CAMINO DIABLO BYRON, CA			N														
180310008	41 BALL WALNUT CREEK, CA			N						1	Demolished	O						
367140025	14 GATEWAY ESTATES MARTINEZ, CA			N														
010080006	880 EUREKA BRENTWOOD, CA			N														
031230058	43 EDGEWATER BETHEL ISLAND, CA	DELTA COVES		N														
031230059	35 EDGEWATER BETHEL ISLAND, CA	DELTA COVES		N														
031230060	27 EDGEWATER BETHEL ISLAND, CA	DELTA COVES		N														
031230061	19 EDGEWATER BETHEL ISLAND, CA	DELTA COVES		N														
409041012	27 W GERTRUDE RICHMOND, CA			N														
031220016	372 NAVIGATORS BETHEL ISLAND, CA	DELTA COVES		N														
031220017	380 NAVIGATORS BETHEL ISLAND, CA	DELTA COVES		N														
031220018	371 NAVIGATORS BETHEL ISLAND, CA	DELTA COVES		N														
031230043	34 EDGEWATER BETHEL ISLAND, CA	DELTA COVES		N														
031230044	42 EDGEWATER BETHEL ISLAND, CA	DELTA COVES		N														
015010073	1601 SUNSET KNIGHTSEN, CA	DELTA COVES		N														
031230041	18 EDGEWATER BETHEL ISLAND, CA	DELTA COVES		N														
031230042	26 EDGEWATER BETHEL ISLAND, CA	DELTA COVES		N														
183151003	2054 HERMINE WALNUT CREEK, CA			N														
004050002	902 LIDO DISCOVERY BAY, CA			N														
193710019	135 CHANTICLEER ALAMO, CA			N														
004281002	1053 WILLOW LAKE DISCOVERY BAY, CA			N														

031240065	33 GREY WHALE BETHEL ISLAND, CA			N													
031240062	38 GREY WHALE BETHEL ISLAND, CA			N													
078090027	3115 BRAGDON CLAYTON, CA			N													
98240064	3600-3628 WILLOW PASS RD BAY POINT	Bay Point Family Apartments		N	Y	LIHTC	Other, DB		55				10.0%	1 Other	No		
419052012	1706 BAYO VISTA AVE SAN PABLO			N													
197060021	1016 ADRIENNE DR ALAMO			N													
193650027	138 VIRGINIA CT ALAMO			N													
010180019	1321 PAYNE AVE BRENTWOOD			N													
215210003	99 OAKRIDGE CT DANVILLE			N													
403341005	104 BANION CT SAN PABLO			N													
184450035	2460 WARREN RD WALNUT CREEK			N													
183131027	1376 ELIZABETH CT WALNUT CREEK			N													
197360015	10 ROXBURY CT ALAMO			N													
192230014	99 STEPHANIE LN ALAMO			N													
188232035	2029 DANVILLE BLVD ALAMO			N													
355083005	1975 VISTA DEL RIO ST CROCKETT			N													
420031005	3557 MIFLIN AVE EL SOBRANTE			N													
204040033	5500 OLD SCHOOL RD SAN RAMON			N													
188131004	125 CREEKDALE RD WALNUT CREEK			N													
193010032	454 LEGACY DR ALAMO			N													
198100012	502 HEMME AVE ALAMO			N													
188252027	2159 DANVILLE BLVD ALAMO			N													
193492012	330 LAKEVIEW PL ALAMO			N													
192230014	99 STEPHANIE LN ALAMO			N													
193111016	162 EAST LN ALAMO			N													
031240064	37 GREY WHALE PL BETHEL ISLAND			N													
031240061	34 GREY WHALE PL BETHEL ISLAND			N													
031230015	290 WATERSIDE PL BETHEL ISLAND			N													
031230016	296 WATERSIDE PL BETHEL ISLAND			N													
031230017	299 WATERSIDE PL BETHEL ISLAND			N													
031230018	291 WATERSIDE PL BETHEL ISLAND			N													
015090056	3028 PROPELLER LN BRENTWOOD			N													
010210030	3410 CONCORD AVE BRENTWOOD			N													
116070007	20 OLIVIA LN CONCORD			N													
116070007	60 OLIVIA LN CONCORD			N													



420031008	3543 MIFLIN EL SOBRANTE CA			N			comparables; Ternier Center report 2017										
431070044	2700 MAY EL SOBRANTE CA			N			comparables; Ternier Center report 2017										
570231012	227 LAKE KENSINGTON CA			N			comparables; Ternier Center report 2017										
570121020	310 VASSAR KENSINGTON CA			N			comparables; Ternier Center report 2017										
169171024	1552 PLEASANT HILL LAFAYETTE CA			N			comparables; Ternier Center report 2017										
006273005	9040 DOUBLETREE LIVERMORE VALLEY CA			N			comparables; Ternier Center report 2017										
154190027	825 GOLF CLUB PLEASANT HILL CA			N			comparables; Ternier Center report 2017										
357163007	744 INVESTMENT RODEO CA			N													
180321019	150 SADDLE OAKS WALNUT CREEK CA			N			comparables; Ternier Center report 2017										
198082005	181 LA SERENA ALAMO CA			N			comparables; Ternier Center report 2017										
571300015	392 COVENTRY KENSINGTON CA			N			comparables; Ternier Center report 2017										
357140054	30 LONDON RODEO CA			N			comparables; Ternier Center report 2017										
185302026	2752 ACACIA WALNUT CREEK CA			N													
196080024	117 DEAN ALAMO CA			N													
198131008	11 CORWIN ALAMO CA			N													
198270009	180 DANIEL ALAMO CA			N													
188370014	2617 DANVILLE ALAMO CA			N													
194123016	23 RAY ALAMO CA			N			comparables; Ternier Center report 2017										
192290016	25 SUMMER MEADOWS ALAMO CA			N													
198140045	100 VIA COPLA ALAMO CA			N			comparables; Ternier Center report 2017										
201030013	279 WAYNE ALAMO CA			N			comparables; Ternier Center report 2017										
196110052	15 ALAMO OAKS ALAMO CA			N			comparables; Ternier Center report 2017										
198020011	142 WOODLYN ALAMO CA			N													
192020022	1407 ENTRADA VERDE ALAMO CA			N			comparables; Ternier Center report 2017										
193940002	357 GOLDEN GRASS ALAMO CA			N			comparables; Ternier Center report 2017										
198252014	141 VIA BONITA ALAMO CA			N			comparables; Ternier Center report 2017										
193660007	1449 EMMONS CANYON ALAMO CA			N			comparables; Ternier Center report 2017										
193631002	236 ST PAUL ALAMO CA			N			comparables; Ternier Center report 2017										
193111006	150 BOLLA ALAMO CA			N			comparables; Ternier Center report 2017										
003020042	280 CAMINO DIABLO BRENTWOOD CA			N													
100302031	215 WELLINGTON CLYDE CA			N			comparables; Ternier Center report 2017										
215130002	11 SADDLEBACK DANVILLE CA			N			comparables; Ternier Center report 2017										
215160004	2409 SADDLEBACK DANVILLE CA			N													
206760009	1290 CHARBRAY DANVILLE CA			N			comparables; Ternier Center report 2017										
220200012	4270 SILVER MEADOW DANVILLE CA			N			comparables; Ternier Center report 2017										
195270013	111 EL CENTRO DIABLO CA			N			comparables; Ternier Center report 2017										

195270013	111 EL CENTRO DIABLO CA			N				comparables; Ternier Center report 2017									
426162007	957 MANOR EL SOBRANTE CA			N													
430011011	5569 CIRCLE EL SOBRANTE CA			N				comparables; Ternier Center report 2017									
426122018	977 ST ANDREWS EL SOBRANTE CA			N													
425083005	644 PEBBLE EL SOBRANTE CA			N													
426200019	763 SOLANO EL SOBRANTE CA			N													
420191003	4000 LA COLINA EL SOBRANTE CA			N													
430132023	5700 OAK KNOLL EL SOBRANTE CA			N													
425072037	738 LA PALOMA EL SOBRANTE CA			N				comparables; Ternier Center report 2017									
435090012	5202 SAN PABLO DAM EL SOBRANTE CA			N				comparables; Ternier Center report 2017									
570180028	205 COLUMBIA KENSINGTON CA			N													
367140019	8 CREEKSIDE OAKS MARTINEZ CA			N													
367260005	63 FOX MARTINEZ CA			N				comparables; Ternier Center report 2017									
375242008	1321 SANTA FE MARTINEZ CA			N				comparables; Ternier Center report 2017									
418122014	5960 MCBRYDE RICHMOND CA			N				comparables; Ternier Center report 2017									
521160016	6415 CLAREMONT RICHMOND CA			N				comparables; Ternier Center report 2017									
180190017	65 MC CONNELL WALNUT CREEK CA			N				comparables; Ternier Center report 2017									
188112005	2318 TICE VALLEY WALNUT CREEK CA			N													
185290009	2695 KINNEY WALNUT CREEK CA			N				comparables; Ternier Center report 2017									
184301029	41 WILLOW WALNUT CREEK CA			N				comparables; Ternier Center report 2017									
188021005	281 MONTECILLO WALNUT CREEK CA			N				comparables; Ternier Center report 2017									
185290016	1062 JUANITA WALNUT CREEK CA			N				comparables; Ternier Center report 2017									
185351003	1276 JUANITA WALNUT CREEK CA			N				comparables; Ternier Center report 2017									
177150038	134 HILLCROFT WALNUT CREEK CA			N				comparables; Ternier Center report 2017									
180150024	103 MANDALA WALNUT CREEK CA			N				comparables; Ternier Center report 2017									
179161003	336 MARSHALL WALNUT CREEK CA			N													
172061035	2731 CHERRY WALNUT CREEK CA			N				comparables; Ternier Center report 2017									
185360016	40 IRIS WALNUT CREEK CA			N				comparables; Ternier Center report 2017									
184191026	1800 MAGNOLIA WALNUT CREEK CA			N													
184252009	1560 ARBUTUS WALNUT CREEK CA			N													
188112014	1751 MEADOW WALNUT CREEK CA			N													



188132007	148 CREEKDALE WALNUT CREEK CA			N				comparables; Turner Center report 2017										
188150004	170 CASTLE HILL RANCH WALNUT CREEK CA			N														
184204011	1813 NEWELL WALNUT CREEK CA			N				comparables; Turner Center report 2017										
184321021	67 GRANDVIEW WALNUT CREEK CA			N														
188141005	117 CASTLE HILL RANCH WALNUT CREEK CA			N				comparables; Turner Center report 2017										
140200018	23 KERLEY WALNUT CREEK CA			N				comparables; Turner Center report 2017										
179141016	73 CRAGMONT WALNUT CREEK CA			N				comparables; Turner Center report 2017										
184163005	2174 WHYTE PARK WALNUT CREEK CA			N				comparables; Turner Center report 2017										
138060013	3695 OAK CREEK WALNUT CREEK CA			N														
183142005	2033 GRANT WALNUT CREEK CA			N														
188070010	121 ADAMS RANCH WALNUT CREEK CA			N				comparables; Turner Center report 2017										
180370021	2228 SAN MIGUEL WALNUT CREEK CA			N				comparables; Turner Center report 2017										
183353003	2110 CARROL WALNUT CREEK CA			N														
182051042	2550 SAN MIGUEL WALNUT CREEK CA			N				comparables; Turner Center report 2017										
206750001	5224 BENGALI DANVILLE CA			N				comparables; Turner Center report 2017										
166230018	3287 GLORIA LAFAYETTE CA			N				comparables; Turner Center report 2017										
416063012	2941 GREENWOOD SAN PABLO CA			N				comparables; Turner Center report 2017										
192200052	951 LIVORNA ALAMO CA			N														
196100011	272 CROSS ALAMO CA			N						1	Demolished	O						
193210033	2631 ROYAL OAKS ALAMO CA			N														
193080015	295 LAS QUEBRADAS ALAMO CA			N														
193443005	2484 BILTMORE ALAMO CA			N						1	Demolished	O						
096020050	83 FAIRVIEW BAY POINT CA			N														
096016001	95 CRIVELLO BAY POINT CA			N														
28090016	1540 TAYLOR BETHEL ISLAND CA			N														
031250006	3017 DELTA COVES BETHEL ISLAND CA			N														
031230014	284 WATERSIDE BETHEL ISLAND CA			N														
031230019	283 WATERSIDE BETHEL ISLAND CA			N														
031240038	149 SEA GATE BETHEL ISLAND CA			N														
031240035	167 SEA GATE BETHEL ISLAND CA			N														
031240021	39 SEAWARD BETHEL ISLAND CA			N														

031240022	29 SEAWARD BETHEL ISLAND CA			N															
031240023	21 SEAWARD BETHEL ISLAND CA			N															
031230020	275 WATERSIDE BETHEL ISLAND CA			N															
031230022	259 WATERSIDE BETHEL ISLAND CA			N															
031230013	278 WATERSIDE BETHEL ISLAND CA			N															
031230021	267 WATERSIDE BETHEL ISLAND CA			N															
031250003	3035 DELTA COVES BETHEL ISLAND CA			N															
031250004	3029 DELTA COVES BETHEL ISLAND CA			N															
031250005	3023 DELTA COVES BETHEL ISLAND CA			N															
031250007	3011 DELTA COVES BETHEL ISLAND CA			N															
031240013	20 SEAWARD BETHEL ISLAND CA			N															
031240033	177 SEA GATE BETHEL ISLAND CA			N															
031240034	173 SEA GATE BETHEL ISLAND CA			N															
031230011	266 WATERSIDE BETHEL ISLAND CA			N															
031230012	272 WATERSIDE BETHEL ISLAND CA			N															
031230069	3179 DELTA COVES BETHEL ISLAND CA			N															
031230070	3173 DELTA COVES BETHEL ISLAND CA			N															
031230031	3227 DELTA COVES BETHEL ISLAND CA			N															
031230032	3221 DELTA COVES BETHEL ISLAND CA			N															
031230033	3215 DELTA COVES BETHEL ISLAND CA			N															
031230034	3209 DELTA COVES BETHEL ISLAND CA			N															
031230035	3203 DELTA COVES BETHEL ISLAND CA			N															
031230036	3197 DELTA COVES BETHEL ISLAND CA			N															
031230037	3191 DELTA COVES BETHEL ISLAND CA			N															
031230038	3185 DELTA COVES BETHEL ISLAND CA			N															
031210050	419 HALCYON BETHEL ISLAND CA			N															
031210051	413 HALCYON BETHEL ISLAND CA			N															
031210052	407 HALCYON BETHEL ISLAND CA			N															

031210027	408 HALCYON BETHEL ISLAND CA			N															
031210028	416 HALCYON BETHEL ISLAND CA			N															
031210029	424 HALCYON BETHEL ISLAND CA			N															
031230009	254 WATERSIDE BETHEL ISLAND CA			N															
031230010	260 WATERSIDE BETHEL ISLAND CA			N															
031230023	251 WATERSIDE BETHEL ISLAND CA			N															
031230025	235 WATERSIDE BETHEL ISLAND CA			N															
031230026	227 WATERSIDE BETHEL ISLAND CA			N															
031230027	219 WATERSIDE BETHEL ISLAND CA			N															
031230028	211 WATERSIDE BETHEL ISLAND CA			N															
031230005	224 WATERSIDE BETHEL ISLAND CA			N															
031230006	236 WATERSIDE BETHEL ISLAND CA			N															
031230007	242 WATERSIDE BETHEL ISLAND CA			N															
031230008	248 WATERSIDE BETHEL ISLAND CA			N															
031230024	243 WATERSIDE BETHEL ISLAND CA			N															
031240003	3125 DELTA COVES BETHEL ISLAND CA			N															
031210030	432 HALCYON BETHEL ISLAND CA			N															
031210049	425 HALCYON BETHEL ISLAND CA			N															
031240058	22 GREY WHALE BETHEL ISLAND CA			N															
031240059	26 GREY WHALE BETHEL ISLAND CA			N															
031240060	30 GREY WHALE BETHEL ISLAND CA			N															
031240066	27 GREY WHALE BETHEL ISLAND CA			N															
031240067	23 GREY WHALE BETHEL ISLAND CA			N															
031240068	19 GREY WHALE BETHEL ISLAND CA			N															
031240069	15 GREY WHALE BETHEL ISLAND CA			N															
031210031	430 HALCYON BETHEL ISLAND CA			N															
031210046	443 HALCYON BETHEL ISLAND CA			N															
031210047	437 HALCYON BETHEL ISLAND CA			N															

031210048	431 HALCYON BETHEL ISLAND CA			N															
031230064	3167 DELTA COVES BETHEL ISLAND CA			N															
031230065	3161 DELTA COVES BETHEL ISLAND CA			N															
031230066	3155 DELTA COVES BETHEL ISLAND CA			N															
031230067	3149 DELTA COVES BETHEL ISLAND CA			N															
031230068	3143 DELTA COVES BETHEL ISLAND CA			N															
031240001	3137 DELTA COVES BETHEL ISLAND CA			N															
031240002	3131 DELTA COVES BETHEL ISLAND CA			N															
031220045	3275 DELTA COVES BETHEL ISLAND CA			N															
031220046	3269 DELTA COVES BETHEL ISLAND CA			N															
031220047	3263 DELTA COVES BETHEL ISLAND CA			N															
031220048	3257 DELTA COVES BETHEL ISLAND CA			N															
031220049	3251 DELTA COVES BETHEL ISLAND CA			N															
031220050	3345 DELTA COVES BETHEL ISLAND CA			N															
031230002	206 WATERSIDE BETHEL ISLAND CA			N															
031230003	212 WATERSIDE BETHEL ISLAND CA			N															
031230004	218 WATERSIDE BETHEL ISLAND CA			N															
031220031	3359 DELTA COVES BETHEL ISLAND CA			N															
031220032	3353 DELTA COVES BETHEL ISLAND CA			N															
031220033	3347 DELTA COVES BETHEL ISLAND CA			N															
031220034	3341 DELTA COVES BETHEL ISLAND CA			N															
031220035	3335 DELTA COVES BETHEL ISLAND CA			N															
031220036	3329 DELTA COVES BETHEL ISLAND CA			N															
030070002	4395 WILLOW BETHEL ISLAND CA			N															
011180048	26285 MARSH CREEK BRENTWOOD CA			N															
011030010	710 SELLERS BRENTWOOD CA			N															
005170006	0 BYRON HOT SPRINGS BYRON CA			N															
117040086	315 EMMET CONCORD CA			N															
117040086	303 EMMET CONCORD CA			N															



185290007	1403 BOULEVARD WALNUT CREEK CA			N						1	Demolished	O			
238050007	2780 W NEWELL WALNUT CREEK CA			N											
198082005	181 LA SERENA ALAMO CA			N						1	Demolished	O			
125120017	214 CENTER PACHECO CA			N											
125120017	214 CENTER PACHECO CA			N											
125120017	214 CENTER PACHECO CA			N											
409172019	345 GROVE RICHMOND CA			N											
357140059	20 LONDON RODEO CA			N											
357140054	30 LONDON RODEO CA			N											
185302026	2752 ACACIA WALNUT CREEK CA			N						1	Demolished	O			
098414002	475 KIM BAY POINT			N											
138150015	250 PINE CREEK WALNUT CREEK			N											
430233029	2495 RANCHO RD EL SOBRANTE			N											
196130041	17 CUMORAH ALAMO			N											
184343002	1891 POPLAR DR WALNUT CREEK			N											
354042023	304 EDWARDS ST CROCKETT			N											
420184001	3969 LA CRESENTA EL SOBRANTE			N											
148292017	57 BRIARWOOD WALNUT CREEK			N											
191020041	1650 RAMONA ALAMO			N											
185381002	1390 JUANITA WALNUT CREEK			N											
199370004	18320 BOLLINGER CANYON SAN RAMON			N											
185280032	6 EVERGREEN WALNUT CREEK			N											
425123006	4242 FARISS EL SOBRANTE			N											
095092014	44 MOUNTAIN VIEW BAY POINT			N				comparables; Ternier Center report 2017							
175143004	156 HILLTOP CRESCENT WALNUT CREEK			N											
357140059	0 PARKER RODEO			N											
357140060	0 PARKER RODEO			N											
188412009	215 SYDNEY ALAMO			N											
201050054	24 CARRIAGE ALAMO			N											
420140015	3779 RAMSEY EL SOBRANTE			N											
357202005	347 NAPA RODEO			N											
183353004	2100 CARROL RD WALNUT CREEK			N						1	Demolished	R			
403471016	96 SALEM SAN PABLO			N											
192134017	94 AUSTIN ALAMO			N											
193281001	2982 ROUNDHILL RD ALAMO			N											
093192019	55 MARIN BAY POINT			N											
425220009	4271 SANTA RITA EL SOBRANTE			N											
572233003	8 ANSON KENSINGTON			N											
354145001	1535 POMONA CROCKETT			N											

166010017	1992 RELIEZ VALLEY LAFAYETTE			N															
193310021	2488 ROYAL OAKS ALAMO			N															
191050015	1555 LITINA ALAMO			N															
357093023	486 GARRETSON RODEO			N															
191170020	119 ROMERO ALAMO			N															
206760013	1251 CHARBRAY DANVILLE			N															
192200013	931 LIVORNA ALAMO			N															
004080057	4868 CABRILLO DISCOVERY BAY			N															
095321040	2122 MENDOCINO BAY POINT			N															
570152006	216 TRINITY KENSINGTON			N															
193721001	335 BRYAN ALAMO			N															
194221003	40 SHAWN ALAMO			N															
367140017	2 CREEKSIDE OAKS MARTINEZ			N															
375032032	2285 S CREST MARTINEZ			N															
430233007	2391 RANCHO EL SOBRANTE			N															
192210023	100 STEPHANIE ALAMO			N															
418111016	6040 FELIX RICHMOND			N															
215110005	2347 SADDLEBACK DANVILLE			N															
435120036	5518 SAN PABLO DAM EL SOBRANTE			N															
166030006	1052 GRAYSON PLEASANT HILL			N															
357071026	356 GARRETSON RODEO			N															
015110033	185 EAGLE BRENTWOOD			N															
426143002	826 JUANITA EL SOBRANTE			N															
435120058	610 LOIS EL SOBRANTE			N															
375291003	909 VINE MARTINEZ			N															
409200017	1736 1ST RICHMOND			N															
425130018	4183 FOSTER EL SOBRANTE			N															
011281006	3700 VALLEY OAK BRENTWOOD			N															
367170006	5324 ALHAMBRA VALLEY MARTINEZ			N															
098103003	22 ISLAND VIEW BAY POINT			N															
166190023	3145 GLORIA LAFAYETTE			N															
201040018	145 CAMILLE ALAMO			N															
365230008	3601 SPRINGHILL LAFAYETTE			N															
192060001	98 N JACKSON ALAMO			N															
521073016	1505 OLIVE RICHMOND			N															
172040032	1160 ELMWOOD WALNUT CREEK			N															
195280051	1560 AVENIDA NUEVA DIABLO			N															
403191005	2660 KEVIN SAN PABLO			N															
193060010	2822 MIRANDA ALAMO			N															





<b>Jurisdiction</b>	Contra Costa County - Unincorporated	
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	5th Cycle	01/31/2015 - 01/31/2023

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2						3	4			
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	374	-	-	-	62	-	-	12	-	-	99	275
	Non-Deed Restricted		-	-	-	1	-	-	24	-	-		
Low	Deed Restricted	218	-	-	3	171	-	-	-	-	-	216	2
	Non-Deed Restricted		8	-	-	-	-	1	-	33	-		
Moderate	Deed Restricted	243	-	-	-	-	-	-	24	-	-	165	78
	Non-Deed Restricted		65	28	31	1	4	-	12	-	-		
Above Moderate		532	276	201	244	434	214	137	422	-	-	1,928	-
<b>Total RHNA</b>		<b>1,367</b>											
<b>Total Units</b>			<b>349</b>	<b>229</b>	<b>278</b>	<b>669</b>	<b>219</b>	<b>137</b>	<b>527</b>	<b>-</b>	<b>-</b>	<b>2,408</b>	<b>355</b>

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.



# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202)

<b>Jurisdiction</b>	Contra Costa County - Unincorporated		
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)	

**Table D**

### Program Implementation Status pursuant to GC Section 65583

#### Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Neighborhood Preservation Program	Improve the quality of existing housing & neighborhoods.	Ongoing	<p>In collaboration with Habitat for Humanity East Bay/Silicon Valley, Inc., the Contra Costa County's Neighborhood Preservation Program (NPP) provides low-interest loans and grants to low-income homeowners, in an effort to alleviate health and/or safety concerns in their dwelling.</p> <p>During calendar year 2021, NPP encountered several challenges that hindered its ability to serve clients. Due to the ongoing COVID-19 pandemic, the program began the calendar year in recovery from a brief hiatus. Midway through the year, the program lost its only building inspector. In addition to these complications, the pandemic found the program encountering reluctant, extended permit/inspection timeframes, limited availability of materials/equipment, and the reduction of willing contractors. Due to the loss of the building inspector, the program was unable to get new projects underway for the remainder of the calendar year.</p> <p>County-wide, there were 10 projects that were completed and four projects that began. Six of the projects were in unincorporated Contra Costa County. Of the 10 completed projects, four were single-family homes and six were mobile homes. Of the 10 completed projects, six households were extremely low-income (30% AMI), two households were very low-income (50% AMI), and two households were low-income (80% AMI).</p>

2. Weatherization Program	Assist homeowners and renters with minor home repairs.	Ongoing	There were 169 unduplicated units served countywide, 29 units located in unincorporated Contra Costa County, with a total of \$594,759 spent.
3. Code Enforcement	Maintain & improve the quality of existing housing & neighborhoods.	Ongoing	There were a total of 1438 cases opened and 991 cases closed. Approximately 98% of all cases are residential.
4. Preservation of Affordable Housing Assisted with Public Funds	Preserve the existing stock of affordable housing.	Ongoing	There are no projects to report during this reporting period.
5. New Construction of Affordable Housing	Increase the supply of affordable housing, including units affordable to extremely low income households.	Annual: Award HOME, CDBG, and HOPWA funds to experienced housing developers (funds are not limited to projects in the unincorporated County)	There are no projects to report during this reporting period.
6. Housing Successor to the former Redevelopment Agency	Utilize County owned property (former redevelopment agency) to develop affordable housing	Disposition agreements by 2020	For 2020-2021, The Housing Successor's activities included:  * Continuing to negotiate with a developer for a transit-oriented project of approximately 350 units at the Orbisonia Heights site in Bay Point. A Master Development Agreement is anticipated to be considered by the end of FY 21-22.  * Continuing to negotiate with a developer to construct 67 senior housing units in Rodeo. The Disposition Development and Loan Agreement was approved February 2022.
7. Inclusionary Housing	Integrate affordable housing within market-rate developments.	Ongoing	There were \$115,351.90 in inclusionary housing in-lieu fees collected during this reporting period.
8. Acquisition/ Rehabilitation	Improve existing housing and increase supply of affordable housing.	Ongoing	There are no projects to report during this reporting period.

9. Second Units	Facilitate the development of second units.	Ongoing	<p>There were 134 second unit entitlement permits approved and 100 building permits issued for second units.</p> <p>The Contra Costa County Accessory Dwelling Unit (ADU) Incentive Program was adopted by the Board of Supervisors on June 18, 2019 and ran through July 1, 2021. Department staff administered this Program. An indirect outcome of the Program is to make construction of ADUs more attractive in the County, and thereby, facilitate the development of affordable housing. The ADU Incentive Program was intended to encourage owners of the unpermitted ADUs to come into compliance with zoning and building code requirements using the most cost-effective methods available and minimizing the changes required to the existing construction. Late filing fees and building permit penalty fees were waived for previously constructed unpermitted ADUs under the Program.</p>
10. Affordability by Design	Develop affordability by design program to promote creative solutions to building design and construction.	2017	There is nothing to report for this reporting period.
11. New Initiatives Program	Develop new programs or policies to fund or incentivize affordable housing development	2017	There is nothing to report for this reporting period.
12. Special Needs Housing	Increase the supply of special needs housing.	Ongoing	There are no projects to report in this reporting period.
13. Developmental Disabled Housing	Increase the supply of housing available to persons with developmental disabilities	Ongoing	There are no projects to report in this reporting period.
14. Accessible Housing	Increase the supply of accessible housing.	Ongoing	There are no projects to report in this reporting period.
15. Reasonable Accommodation	Increase the supply of special needs and accessible housing.	Ongoing	There are no projects to report for this reporting period.

<p>16. Contra Costa Interagency Council on Homelessness</p>	<p>Meet the housing &amp; supportive services needs of the homeless</p>	<p>Ongoing</p>	<p>Health Services through the Health, Housing and Homeless Services (H3) Division administers the County's homeless Continuum of Care (CoC). H3 functions as the collaborative applicant and CoC and HMIS Lead Agency, and provides strategic direction, coordination of funding and programmatic oversight to the CoC. The CoC is designed to assist individuals and families experiencing homelessness by providing services and housing needed to help these individuals and families move into permanent housing, with the goal of long-term stability. The Council on Homelessness (COH), appointed by the Contra Costa Board of Supervisors is the governing body for the CoC and serves as the homelessness advisory body to the Board of Supervisors. H3 provides staffing support to the COH to support the governance and administration of the CoC. The COH is responsible for approving some funding allocations for proposed projects and monitoring and tracking project and agency performance and compliance in coordination with the CoC and HMIS Lead Agency. The COH also provides advice and input on the operations of homeless services, program operations, and program development efforts in Contra Costa County. The Contra Costa CoC and COH are comprised of multiple private and public partners who work collaboratively with the County and H3 to end homelessness in Contra Costa.</p>
<p>17. Farmworker Housing</p>	<p>Increase the supply of farmworker housing</p>	<p>Annually: Include farmworker housing in CDBG, HOME NOFA (See #5 above)</p>	<p>There are no projects to report in this reporting period.</p>
<p>18. First-Time Homebuyer Opportunities</p>	<p>Provide additional homeownership opportunities.</p>	<p>Ongoing</p>	<p>In 2021, the County provided four households with Mortgage Credit Certificates (MCC) throughout the county and cities with a total of \$350,000 in MCC assistance.</p>
<p>19. Extremely Low Income Housing</p>	<p>Promote development of housing affordable to extremely low income households.</p>	<p>Annually: Include a priority for extremely-low income housing in CDBG, HOME, HOPWA NOFA (See #5 above)</p>	<p>The County continues to provide funding preferences to developers who include units that are affordable to extremely-low income households. There were a total of 181 extremely low income housing projects during this reporting period (See Neighborhood Preservation Program and Weatherization Program).</p>
<p>20. Sites Inventory</p>	<p>Provide for adequate housing sites, including 'as-right development' sites for homeless facilities</p>	<p>Ongoing maintenance of site inventory.</p>	<p>There are no changes or updates for this reporting period.</p>

21. Mixed-Use Developments	Encourage mixed-use developments.	2015 – 2016: Review existing ordinance and development patterns. 2016 – 2017: Draft outline of revised ordinance and meet with stakeholder groups 2017 – 2018: Determine whether or not to draft and adopt revised ordinance	There are no changes or updates for this reporting period.
22. Density Bonus & Other Development Incentives	Support affordable housing development.	Ongoing	A density bonus project was granted entitlements in Rodeo for a mixed-use development that included a total of 22 rental units with two lower income units, one very-low income unit, and ground floor commercial space.
23. Infill Development	Facilitate infill development.	Biennially: Review site inventory, adjust for planned and completed developments Biennially: Review site inventory and adjust for planned and completed developments	In accordance with provisions of SB9, as approved by the Governor on September 16, 2021, the Current Planning Division of the Department of Conservation and Development, in conjunction with County Public Works, drafted zoning and subdivision (Title 9) ordinance updates addressing urban housing developments and urban lot splits which will promote infill housing in the unincorporated areas of the County. The ordinance updates are expected to be heard by the County Planning Commission and then the Board within the first half of 2022.
24. Planned Unit District	Provide flexibility in design for residential projects.	Ongoing	There is nothing to report for this period.
25. Development Fees	Reduce the cost of development	Ongoing	There is nothing to report for this period.
26. Quick Turn-around Program	Develop program to expedite review of small projects, and conditions of approval	2016	In 2021, the Current Planning Division staff has prioritized the processing of accessory dwelling unit (ADU) applications and has improved the turn-around time for processing ADU applications significantly.

<p>27. Review of Zoning &amp; Subdivision Ordinance</p>	<p>Periodically review subdivision ordinance to ensure it does not unduly constrain housing development. Revise zoning code to allow emergency shelters by right, single room occupancy housing, transitional and permanent supportive housing, and agricultural worker housing.</p>	<p>By December 31, 2014: Adopt emergency housing and single room occupancy ordinance. (adopted 11/4/2014)</p> <p>1st quarter 2015: Adopt Agricultural worker housing, permanent supportive, and transitional housing zoning text changes</p> <p>Ongoing: period review of zoning and subdivision ordinances</p>	<p>In accordance with provisions of SB9, as approved by the Governor on September 16, 2021, the Current Planning Division of the Department of Conservation and Development, in conjunction with County Public Works, drafted zoning and subdivision (Title 9) ordinance updates addressing urban housing developments and urban lot splits which will promote infill housing in the unincorporated areas of the County. The ordinance updates are expected to be heard by the County Planning Commission and then the Board within the first half of 2022.</p>
<p>28. Coordinated County Department Review of Development Applications</p>	<p>Expedite application review through a better coordinated process with other County departments.</p>	<p>Ongoing</p>	<p>The Current Planning Division of the Department of Conservation and Development has increased coordination and communication efforts with County departments and outside agencies in order to improve the application review process and application processing timelines.</p>
<p>29. Anti-Discrimination Program</p>	<p>Promote fair housing.</p>	<p>Ongoing</p>	<p>The County Board of Supervisors adopted a Countywide 2020-2025 Analysis of Impediments/Assessment to Fair Housing Choice report on June 11, 2019. There is nothing additional to report for this reporting period.</p>
<p>30. Residential Displacement Program</p>	<p>Limit number of households being displaced or relocated because of County sponsored programs or projects.</p>	<p>Ongoing</p>	<p>There is nothing to report for this period.</p>





**General Comments:**



Jurisdiction	Contra Costa County -	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

Note: "+" indicates an optional field  
 Cells in grey contain auto-calculation formulas

**Table F**

**Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)**

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup>
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Residential Units									
Mobilehome Park Preservation									
Total Units by Income									



<b>Jurisdiction</b>	Contra Costa County - Unincorporated	
<b>Reporting Period</b>	2021	(Jan. 1 - Dec. 31)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

For Contra Costa County jurisdictions, please format the APN's as follows:999-999-999-9

<b>Table H</b>						
<b>Locally Owned Surplus Sites</b>						
<b>Parcel Identifier</b>				<b>Designation</b>	<b>Size</b>	<b>Notes</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>APN</b>	<b>Street Address/Intersection</b>	<b>Existing Use</b>	<b>Number of Units</b>	<b>Surplus Designation</b>	<b>Parcel Size (in acres)</b>	<b>Notes</b>
Summary Row: Start Data Entry Below						
376-032-023	Wayne Street, Martinez	Vacant		Excess	0.38	Tiered Topography; located in City of Martinez jurisdiction
068-151-016 & 017	2710 & 2706 East Tregallas, Antioch	Vacant		Surplus Land	0.31	May require a lot line adjustment or variance; located in City of Antioch jurisdiction
067-283-010, 011, 012, & 013	28, 30 & 34 Drake Street and 2515 Lindberg St., Antioch	Vacant		Surplus Land	0.5	May require general plan conformance; located in City of Antioch jurisdiction

<b>Jurisdiction</b>	Costa County - Unincorporated	
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	5th Cycle	01/31/2015 - 01/31/2023

<b>Building Permits Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	12
	Non-Deed Restricted	24
Low	Deed Restricted	0
	Non-Deed Restricted	33
Moderate	Deed Restricted	24
	Non-Deed Restricted	12
Above Moderate		422
<b>Total Units</b>		<b>527</b>

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

<b>Units by Structure Type</b>	<b>Entitled</b>	<b>Permitted</b>	<b>Completed</b>
SFA	0	0	0
SFD	3	134	96
2 to 4	2	9	5
5+	0	282	193
ADU	131	100	53
MH	0	2	0
<b>Total</b>	<b>136</b>	<b>527</b>	<b>347</b>

<b>Housing Applications Summary</b>	
Total Housing Applications Submitted:	139
Number of Proposed Units in All Applications Received:	266
Total Housing Units Approved:	132
Total Housing Units Disapproved:	0

<b>Use of SB 35 Streamlining Provisions</b>	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

<b>Units Constructed - SB 35 Streamlining Permits</b>			
<b>Income</b>	<b>Rental</b>	<b>Ownership</b>	<b>Total</b>
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Cells in grey contain auto-calculation formulas







Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Payment for Services Provided by Medline Industries

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, to pay \$242,654 to Medline Industries for end to end distribution services provided to Contra Costa Regional Medical Center (CCRMC) for the period July 1, 2021 through February 28, 2022.

**FISCAL IMPACT:**

Approval of this action would result in a one-time expenditures of \$242,654 and will be funded by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

Several years ago, the Hospital went through bid process for the selection of their Prime Medical/Surgical distributor. One of the bid requirements was for the selected vendor to provide a product distribution channel from their distribution center to the point of use at the hospital and clinics. Professional Hospital Supply (PHS) was the only distributor that provided their customers with end-to-end distribution. In 2014, Medline Industries purchased PHS. Both PHS and Medline were awarded Medical/Surgical distribution agreements through Vizient (formerly VHA/UHC/Med Assets).

CCRMC has space constraints making it challenging to provide Low Unit of Measure (LUM) distribution program. The square footage and floor plan of the warehouse is inadequate to store and properly inventory the thousands

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Ronny Leffel, (925) 550-2299

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of Store Keeping Units (SKUs) maintained on the static carts. Most of the items stocked on the carts are distributed to the units and clinics by Medline and are not available from the CCRMC warehouse.

CCRMC has been in the process of evaluating the future of medical/surgical supply replenishment for CCRMC and Health Clinics. Research and analysis to determine the most efficient and cost-effective solutions for inventorying, ordering, distribution and replenishment processes for supplying medical/surgical supplies has taken longer than anticipated causing a delay in establishing a new purchase order. CCRMC is currently in negotiating a new agreement for future services.

Despite the aforementioned delays and a purchase order that expired June 30, 2021, the vendor continued to provide goods and services in good faith. Without an existing contract or purchase order in place, the Department has not been able to pay the vendor's invoices. The Department has determined that Medline Industries is entitled to payment for the value of the services provided under the equitable relief theory of quantum meruit. The theory provides that where a vendor has been asked to provide services without a valid agreement, and the vendor does so to benefit the recipient, the vendor is entitled to recover the reasonable value of those services.

The Department is currently working on an agreement with Medline to prevent this issue from continuing.

CONSEQUENCE OF NEGATIVE ACTION:

If this board order is not approved, Medline Industries will not be paid for the end to end distribution services rendered in good faith. Supplies will be delivered in bulk for the departments to restock, inventory and order supplies within the designated timeframe set by the Medline Distribution agreement. Late submission of orders will result in unfilled orders. Order quantities ordered by the lowest unit of measure that does not meet the distributor's stocking requirements will only be available for order by the box/case. Space and staffing constraints limit Materials Management's ability to assist with the completion of the distribution process.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Payment for Supplies Provided by Home Depot Pro

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE, the Auditor-Controller, to pay \$180,585 to Home Depot Pro for cleaning solutions and supplies provided to Contra Costa Regional Medical Center (CCRMC) during the period April 1, 2021 through September 30, 2021.

**FISCAL IMPACT:**

Approval of this action would result in a one-time expenditure of \$180,585 and will be funded by the American Rescue Plan Act (ARPA) funding.

**BACKGROUND:**

The California Code of Regulations, Title 22, requires the cleaning of occupied patient areas, isolation areas, operating and delivery rooms, nurses' stations, work areas, halls, entrances, storage areas, restrooms, pharmacy, offices, etc. During the time period of January 1, 2021 through September 30, 2021 additional cleaning supplies were required due to the COVID surge. Home Depot Pro provides cleaning solutions and supplies for the entire hospital and clinical facilities under Contra Costa Health Services. These critical supplies allow the employees to perform their jobs effectively and efficiently without any disruptions and maintains a clean sanitized environment for everyone in these facilities. The costs of the additional cleaning supplies were not closely tracked and the available Purchase Order limit was depleted by the time CCRMC received the invoices from the vendor.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Ronny Leffel, (925) 550-2299

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Due to the aforementioned administrative oversight the vendor was not paid by CCRMC for supplies provided in good faith. Therefore, CCRMC has determined that Home Depot Pro is entitled to payment for the value of the supplies provided under the equitable relief theory of quantum meruit. The theory provides that where a vendor has been asked to provide products or services without a valid purchase order, and the vendor does so to the benefit of the recipient, the vendor is entitled to recover the reasonable value of those products or services.

CONSEQUENCE OF NEGATIVE ACTION:

If this board order is not approved, the contractor will not be paid for equipment requested by County staff and provided in good faith by the vendor.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 29, 2022

Subject: Approve Reissuance of Note for Marina Heights Apartments

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**RECOMMENDATION(S):**

1. ADOPT Resolution No. 2022/91 approving the reissuance of a Multifamily Housing Revenue Note in the amount of \$38,300,000 that provided financing for the acquisition and rehabilitation of a 200-unit residential rental housing development known as Marina Heights Apartments located at 2 Marina Boulevard in Pittsburg, California. Such approval is solely for the purposes of satisfying the requirements of Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code");
2. ACKNOWLEDGE that adoption of this resolution does not relieve or exempt the project sponsor from obtaining required permits or approvals, nor obligate the County to incur any obligation to provide financial assistance with respect to the Note or the Development; and
3. AUTHORIZE and DIRECT the Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, the County Administrator, the Director of the Department of Conversation and Development, the Assistant Deputy Director of the Department of Conservation and Development, County Counsel and the Clerk of the Board to take any and all actions and execute and deliver any and all certificates, agreements and other documents needed in connection with the modifications to the documents of the Note.

**FISCAL IMPACT:**

No impact to the General Fund. The County will be reimbursed for any costs incurred in the process of conducting the TEFRA Hearing and Board of Supervisors' approval. The reissuance authorization is for the sole purpose of satisfying the provisions of the Code. No County funds are pledged to secure the Note.

**BACKGROUND:**

Contra Costa County, through the Department of Conservation and Development, operates a multifamily mortgage revenue bond financing program. The purpose of the program is to increase or preserve the supply of affordable rental housing available to low and very low-income households. The County program may be undertaken within the unincorporated County and within the cities located in the County that have agreed to let the county operate the program in their jurisdiction. The County is authorized to issue multifamily housing revenue notes and bonds pursuant to Section 52075 and following of the California Health and Safety Code.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Deidre Hodgers, (925) 655-2892

By: , Deputy

cc:

BACKGROUND: (CONT'D)

On January 7, 2020, the Board of Supervisors adopted Resolution No. 2020/7 authorizing the issuance of a multifamily housing revenue note (the "Note") in the principal amount of \$38,300,000, and the loan of the proceeds on the sale of the Note to Marina Heights Apartments, LP, a California limited partnership (the "Borrower"), to provide financing for costs of the acquisition and rehabilitation of a 200-unit residential rental housing development located at 2 Marina Boulevard in Pittsburg, known as Marina Heights Apartments (the "Development").

The Borrower and the owner of the Note have agreed to modify some of the documents executed in connection with the issuance of the Note, to increase the principal amount of the Note to remain outstanding following the conversion of the Note from the construction phase to the permanent phase of the financing. The modification of the documents will result in a "reissuance" of the Note for purposes of the Internal Revenue Code of 1986, as amended. In order for the interest on the Note to continue to be tax-exempt, Section 147(f) of the Code requires that the Board of Supervisors approve the reissuance of the Note following the conduct of a public hearing on the financing of the Development.

A public hearing was held by the Department of Conservation and Development on March 8, 2022, where members of the community were given an opportunity to speak in favor of or against the use of tax-exempt financing for the Development. No public comments were received. A notice of the hearing was published in the East County Times (proof of publication attached) on February 28, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the reissuance, the interest on the Note will become subject to federal income taxes.

CHILDREN'S IMPACT STATEMENT:

Marina Heights Apartments will support outcome number 3: Families are Economically Self Sufficient.

ATTACHMENTS

Resolution 2022/91

TEFRA Transcript

Proof of Publication

Resolution No. 2022/91

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

Adopted this Resolution on 03/29/2022 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2022/91**

Resolution Approving the Reissuance of a Multifamily Housing Revenue Note Issued to Provide Financing for Marina Heights Apartments Located at 2 Marina Boulevard in Pittsburg.

WHEREAS, the County of Contra Costa (the "County") is authorized to issue multifamily housing revenue notes and bonds pursuant to Section 52075 and following of the California Health and Safety Code; and

WHEREAS, on January 7, 2020, the Board of Supervisors adopted Resolution No. 2020/7 authorizing the issuance of a multifamily housing revenue note (the "Note") to provide financing for costs of the acquisition and rehabilitation of a 200-unit residential rental housing development located at 2 Marina Boulevard in the City of Pittsburg, California known as Marina Heights Apartments (the "Development"), owned by Marina Heights Apartments , LP, a California limited partnership (the "Borrower"); and

WHEREAS, all of the rental units in the Development, except for two units set aside for resident managers, have been, or will be, rented to persons and families of very low or low income.

WHEREAS, on March 31, 2020, the County issued the Note in the principal amount of \$38,300,000, and loaned the proceeds of the Note to the Borrower to pay costs of the acquisition and rehabilitation by the Borrower of the Development, thereby assisting in providing housing for very low or low income persons; and

WHEREAS, the interest payable on the Note is exempt from federal income taxes under the provisions of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Borrower and the owner of the Note have agreed to modify some of the documents executed in connection with the issuance of the Note to, among other changes, increase the principal amount of the Note to remain outstanding following the conversion of the Note from the construction phase to the permanent phase of the financing for the Development, and the modification of the documents will result in a "reissuance" of the Note for purposes of the Code; and

WHEREAS, in order for the interest on Note to continue to be tax-exempt, Section 147(f) of the Code requires that the Board of Supervisors approve the reissuance of the Note following the conduct of a public hearing on the financing of the Development; and

WHEREAS, in light of the foregoing, the Borrower has requested that the Board of Supervisors approve the reissuance of the Note in order to satisfy the requirements of Section 147(f) of the Code so that the interest paid on the Note can continue to be tax-exempt; and

WHEREAS, the Assistant Deputy Director of the Department of Conservation and Development of the County has, following notice duly given, held a public hearing regarding the reissuance of the Note and the financing of the Development, and a summary of any oral or written testimony received at the public hearing has been presented to the Board of Supervisors for its consideration; and

WHEREAS, the Board now desires to approve the reissuance of the Note.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Contra Costa, as follows:

Section 1. The Board hereby finds and declares that the foregoing recitals are true and correct.

Section 2. The Board hereby approves the reissuance of the Note for the purposes of Section 147(f) of the Code.

Section 3. The adoption of the Resolution does not (i) relieve or exempt the Borrower from obtaining any permits or approvals that are required by, or determined to be necessary from, the County in connection with the Development, nor (ii) obligate the County to incur any obligation or provide financial assistance with respect to the Note or the Development.

Section 4. All actions heretofore taken by the officers and agents of the County with respect to the financing of the Development and the issuance of the Note are hereby approved, ratified and confirmed, and the Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, the County Administrator, the Director of the Department of Conservation and Development, the Assistant Deputy Director of the Department of Conservation and Development, the County Counsel and the Clerk of the Board are each hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents needed in connection with the modifications to the documents for the Note so long as the modifications do not in any way increase the obligations or liability of the County under such documents.

Section 5. This resolution shall take effect upon its adoption.

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

**ATTESTED: March 29, 2022**

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

**Contact: Deidre Hodgers, (925) 655-2892**

By: , Deputy

**cc:**



**TRANSCRIPT FOR THE TEFRA HEARING**


**March 8, 2022      3:00 p.m.**

This noticed public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). The hearing is with regard to the proposed reissuance of a multifamily housing revenue note by the County of Contra Costa (the "County") in the amount of thirty-eight million three hundred thousand dollars (\$38,300,000). Proceeds from the sale of the note were used to provide financing for costs of the acquisition and rehabilitation of a multifamily residential rental housing development known as Marina Heights Apartments by Marina Heights Apartments, LP, a California limited partnership. Marina Heights Apartments is a 200-unit multifamily rental housing development located at 2 Marina Boulevard in Pittsburg, California. Proposed amendments to the documents for the note will result in a reissuance of the note for purposes of the Code.

The Board of Supervisors may consider adoption of a resolution approving the reissuance of the note on March 29, 2022. Any comments provided at this hearing will be made available to the Board of Supervisors prior to their taking action on March 29th or on such later date as the matter may be considered by the Board of Supervisors.

If there are parties who wish to voice their opinion and provide comments on the proposed financing of the development or the reissuance of the notes and the bonds, I would ask that they be recognized now. I will then let each person provide any written or oral testimony that they may wish to provide on this matter.

Opened hearing: 3:02  
Speakers participating: Ø  
Closed hearing: 3:04

By:   
Amalia Cunningham,  
Assistant Deputy Director of the  
Department of Conservation and Development,  
County of Contra Costa

Date: March 8, 2022

# East County Times

Bay Area News Group  
5179 Lone Tree Way  
Antioch, CA 94531  
925-779-7115

3697629

QUINT & THIMMIG LLP  
900 LARKSPUR LANDING, SUITE 270  
LARKSPUR, CA 94939

## PROOF OF PUBLICATION

### FILE NO. Notice of Public Hearing

In the matter of

#### East County Times

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the East County Times, a newspaper published in the English language in the City of Antioch, County of Contra Costa, State of California.


I declare that the East County Times is a newspaper of general circulation as defined by the laws of the State of California as determined by court decree dated January 6, 1919, Case Number 8268 and modified January 19, 2006, Case Number N05-1494. Said decree states that the East County Times is adjudged to be a newspaper of general circulation for the City of Antioch, County of Contra Costa and State of California. Said order has not been revoked.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**02/28/2022**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.  
On this 28th day of February, 2022.



Signature

Legal No.

**0006649150**

#### NOTICE OF PUBLIC HEARING

Notice is hereby given that on Tuesday, March 8, 2022, the Assistant Executive Director of the Department of Conservation and Development of the County of Contra Costa (the "County") will hold a public hearing in accordance with Section 147(f) of the Internal Revenue Code of 1986 with respect to the prospective reissuance by the County of a multifamily housing revenue note issued by the County in the aggregate principal amount of \$38,300,000. Proposed amendments to the documents for the note that was issued by the County in March of 2020 will result in a reissuance of the notes for purposes of the Internal Revenue Code of 1986, as amended.

The note was issued in order to finance costs of the acquisition and rehabilitation by Marina Heights Apartments, LP, a California limited partnership, of a 200-unit multifamily rental housing development known as Marina Heights Apartments located at 2 Marina Boulevard in the City of Pittsburg, California. All of the rental units in the housing development, except for two units set aside for resident managers, have been or will be rented to persons and families of very low or low income.

Notice is further given that at said hearing, all proponents and opponents of the multifamily housing development and the financing thereof will have an opportunity to be heard on the question as to whether or not such multifamily housing revenue note should be reissued. The hearing will commence at 3:00 p.m. on March 8, 2022 or as soon thereafter as the matter can be heard.

As a public health and safety precaution, no physical location will be available for the hearing. The hearing will be conducted by toll-free teleconference only. Interested persons wishing to express their views on the reissuance of the note may provide public comments during the hearing by following this Zoom link <https://cccounty-us.zoom.us/j/88932688445?pwd=SDR1b2t2RjBLbzV4QVh4ZWNoNDRDUk09>, Passcode: 356883, or by Telephone: Dial: USA 214 765 0478 US Toll, USA 888 278 0254 US Toll-free, Conference code: 198675, Meeting ID: 889 3268 8445, Passcode: 356883. Public comments may also be submitted by email to [deidre.hodgers@dcd.cccounty.us](mailto:deidre.hodgers@dcd.cccounty.us), or by mail to County of Contra Costa, Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention Deidre Hodgers, at least 24 hours in advance of the hearing. All timely public comments will be provided to the Board of Supervisors prior to the consideration by the Board of Supervisors of the approval of the reissuance of the note, and will become part of the public record.

**ECT# 6649150 Feb. 28, 2022**

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

Adopted this Resolution on 03/29/2022 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2022/91**

Resolution Approving the Reissuance of a Multifamily Housing Revenue Note Issued to Provide Financing for Marina Heights Apartments Located at 2 Marina Boulevard in Pittsburg.

WHEREAS, the County of Contra Costa (the "County") is authorized to issue multifamily housing revenue notes and bonds pursuant to Section 52075 and following of the California Health and Safety Code; and

WHEREAS, on January 7, 2020, the Board of Supervisors adopted Resolution No. 2020/7 authorizing the issuance of a multifamily housing revenue note (the "Note") to provide financing for costs of the acquisition and rehabilitation of a 200-unit residential rental housing development located at 2 Marina Boulevard in the City of Pittsburg, California known as Marina Heights Apartments (the "Development"), owned by Marina Heights Apartments, LP, a California limited partnership (the "Borrower"); and

WHEREAS, all of the rental units in the Development, except for two units set aside for resident managers, have been, or will be, rented to persons and families of very low or low income.

WHEREAS, on March 31, 2020, the County issued the Note in the principal amount of \$38,300,000, and loaned the proceeds of the Note to the Borrower to pay costs of the acquisition and rehabilitation by the Borrower of the Development, thereby assisting in providing housing for very low or low income persons; and

WHEREAS, the interest payable on the Note is exempt from federal income taxes under the provisions of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Borrower and the owner of the Note have agreed to modify some of the documents executed in connection with the issuance of the Note to, among other changes, increase the principal amount of the Note to remain outstanding following the conversion of the Note from the construction phase to the permanent phase of the financing for the Development, and the modification of the documents will result in a "reissuance" of the Note for purposes of the Code; and

WHEREAS, in order for the interest on Note to continue to be tax-exempt, Section 147(f) of the Code requires that the Board of Supervisors approve the reissuance of the Note following the conduct of a public hearing on the financing of the Development; and

WHEREAS, in light of the foregoing, the Borrower has requested that the Board of Supervisors approve the reissuance of the Note in order to satisfy the requirements of Section 147(f) of the Code so that the interest paid on the Note can continue to be tax-exempt; and

WHEREAS, the Assistant Deputy Director of the Department of Conservation and Development of the County has, following notice duly given, held a public hearing regarding the reissuance of the Note and the financing of the Development, and a summary of any oral or written testimony received at the public hearing has been presented to the Board of Supervisors for its consideration; and

WHEREAS, the Board now desires to approve the reissuance of the Note.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Contra Costa, as follows:

Section 1. The Board hereby finds and declares that the foregoing recitals are true and correct.

Section 2. The Board hereby approves the reissuance of the Note for the purposes of Section 147(f) of the Code.

Section 3. The adoption of the Resolution does not (i) relieve or exempt the Borrower from obtaining any permits or approvals that are required by, or determined to be necessary from, the County in connection with the Development, nor (ii) obligate the County to incur any obligation or provide financial assistance with respect to the Note or the Development.

Section 4. All actions heretofore taken by the officers and agents of the County with respect to the financing of the Development and the issuance of the Note are hereby approved, ratified and confirmed, and the Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, the County Administrator, the Director of the Department of Conservation and Development, the Assistant Deputy Director of the Department of Conservation and Development, the County Counsel and the Clerk of the Board are each hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents needed in connection with the modifications to the documents for the Note so long as the modifications do not in any way increase the obligations or liability of the County under such documents.

Section 5. This resolution shall take effect upon its adoption.

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

**Contact: Deidre Hodgers, (925) 655-2892**

**ATTESTED: March 29, 2022**

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

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 29, 2022

Subject: Annual Update on Implementation of the County General Plan for 2021

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**RECOMMENDATION(S):**

1. ACCEPT the 2021 Annual Progress Report (APR) by the Department of Conservation and Development (DCD) on implementation of the Contra Costa County General Plan 2005-2020, as required under California Government Code Section 65400.
2. DIRECT DCD staff to forward the General Plan APR to the Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD), as required under California Government Code section 65400.

**FISCAL IMPACT:**

No impact to the General Fund. The report on the County's progress in implementing its General Plan is funded 100% from the Land Development Fund, FY 2021/2022.

**BACKGROUND:**

California Government Code section 65400 requires the planning agency for certain cities and all 58 counties to submit an annual report to their legislative body (city council or board of supervisors, respectively), OPR, and HCD on the status of their General Plan and progress on its implementation. The annual report provides the local legislative body with information regarding the status of its General Plan and gives OPR the opportunity to identify statewide trends in land use decision making, including how local planning and development activities relate to statewide planning goals and policies. Additionally, it enables OPR to track progress on a local jurisdiction's General Plan in terms of its comprehensiveness and consistency with the current OPR General Plan Guidelines and other State mandates.

There is no standardized form or format for preparation of the General Plan Annual Progress Report. OPR allows each jurisdiction to determine which locally-relevant issues are important to include, but does suggest general content to cover within the report. The attached report covering calendar year 2021 follows the general guidance of OPR in terms of content.

Staff notes that under a separate section of the Government Code, all local jurisdictions are required to submit a report to HCD on certain housing-related information, including the jurisdiction's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to development of housing. On March 29, 2022, the Board is scheduled to consider accepting the County's General Plan Housing Element Progress Report for 2021. Information in that report is incorporated into the attached General Plan APR.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Daniel Barrios, (925) 655-2901

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Staff calls the Board's attention to the County's progress in meeting its share of regional housing needs. Current data indicates that through calendar year 2021, the seventh year of the current Housing Element cycle, the County has issued building permits for 176.2 percent of its allocated share of the region's housing needs. With the advent of the COVID-19 pandemic, 2020 was the lowest year of housing production for the County in this cycle, but 2021 saw a resurgence in production. In 2021, the County issued permits for 36 units affordable to very-low-income households, 33 units affordable to low-income households, 36 units affordable to moderate-income households, and 422 affordable to above-moderate-income households for a total of 527 units. This is a significant increase over 2020's production, where permits were issued for 137 units affordable to above-moderate-income households. The County is on pace to exceed its allocation for the above-moderate-income and low-income categories. Fulfilling the very-low-income and moderate-income allocations appears unlikely given the outstanding number of units and lack of projects in the development pipeline that propose units at these income levels.

CONSEQUENCE OF NEGATIVE ACTION:

State law requires DCD to submit the General Plan APR to the Board of Supervisors prior to submittal to OPR and HCD. The purpose of this report is to provide an update to the Board of Supervisors on implementation of the County General Plan. Negative action would result in the County being out of compliance with California Government Code section 65400. Lack of compliance could result in various consequences, such as becoming ineligible for certain grants.

ATTACHMENTS

County General Plan Annual Progress Report for 2021

**CONTRA COSTA COUNTY**  
**2021 GENERAL PLAN ANNUAL PROGRESS REPORT**

**Submitted to**  
**Contra Costa County Board of Supervisors**  
**March 29, 2022**



**Prepared by**  
**Contra Costa County Department of Conservation and Development**

## **TABLE OF CONTENTS**

<b>I.</b>	<b>INTRODUCTION/PURPOSE OF ANNUAL REPORT</b>	<b>1</b>
<b>II.</b>	<b>GENERAL PLAN STATUS AND IMPLEMENTATION</b>	<b>1</b>
	<b>A. GENERAL PLAN BACKGROUND</b>	<b>1</b>
	<b>B. ADOPTED GENERAL PLAN AMENDMENTS, CALENDAR YEAR 2021</b>	<b>2</b>
	<b>C. GENERAL PLAN AMENDMENTS AND OTHER ACTIVITIES RELATED TO GENERAL PLAN IMPLEMENTATION INITIATED IN 2021</b>	<b>3</b>
	<b>D. COMPLIANCE WITH OFFICE OF PLANNING AND RESEARCH (OPR) <i>GENERAL PLAN GUIDELINES</i> AND ASSOCIATED DIRECTIVES</b>	<b>4</b>
<b>III.</b>	<b>HOUSING ELEMENT IMPLEMENTATION AND PROGRESS IN MEETING SHARE OF REGIONAL HOUSING NEEDS</b>	<b>5</b>
	<b>A. SHARE OF REGIONAL HOUSING NEED</b>	<b>5</b>
	<b>B. HOUSING PRODUCTION</b>	<b>5</b>
	<b>C. BARRIERS TO HOUSING DEVELOPMENT AND AFFORDABLE HOUSING ACTIVITY IN CALENDAR YEAR 2021</b>	<b>6</b>
<b>IV.</b>	<b>GOALS, OBJECTIVES, AND WORK ACTIVITIES RELATED TO GENERAL PLAN IMPLEMENTATION FOR CALENDAR YEARS 2021 AND 2022</b>	<b>7</b>



## **I. INTRODUCTION/PURPOSE OF ANNUAL REPORT**

Purpose of this report is to comply with California Government Code section 65400(b)(1), which mandates that all cities and counties submit to their legislative bodies an annual report on the status of their General Plan and progress in its implementation. A copy of this report will, as required under the statute, be provided to the Governor's Office of Planning and Research (OPR) and California Department of Housing and Community Development (HCD). The County will provide a separate report to HCD in fulfillment of a statutory requirement to report certain housing information, including the County's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to maintenance, improvement, and development of housing, as defined in Government Code sections 65584 and 65583.

In compliance with Government Code Section 65400(b)(1), this General Plan Annual Progress Report covering calendar year 2021 has been prepared for the Contra Costa County Board of Supervisors' consideration and acceptance. This report:

1. Summarizes the status of the Contra Costa County General Plan and describes steps taken to implement General Plan policies in 2021;
2. Provides a summary of General Plan Amendments (GPAs) adopted by the Board of Supervisors in 2021;
3. Describes Housing Element implementation pursuant to Government Code sections 65584 and 65583(c)(3); and
4. Concludes with a discussion on goals, objectives, and work activities related to General Plan implementation for calendar years 2021 and 2022.

## **II. GENERAL PLAN STATUS AND IMPLEMENTATION**

### **A. GENERAL PLAN BACKGROUND**

The Contra Costa County Department of Conservation and Development (DCD) is a division of the planning agency for the unincorporated area of Contra Costa County and is responsible for proper preparation and administration of the County General Plan (County Ordinance Code section 26-2.808[1]). The Board of Supervisors adopted a comprehensive General Plan in January 1991 following an extensive public outreach and participation process initiated in 1986. This updated General Plan superseded the County's prior General Plan (and each of the previously adopted elements) and consolidated several area-specific General Plans into one comprehensive document.

The General Plan was re-adopted by the Board of Supervisors in July 1996 to consolidate General Plan Amendments approved between 1991 to 1995 and correct minor errors and omissions discovered in the original 1991 General Plan text. This reconsolidated General Plan covered the period from 1995 through 2010. The General Plan was re-adopted again in January 2005 to consolidate General Plan Amendments adopted between 1995 and 2004,

revise text and maps to reflect the 1999 incorporation of the City of Oakley (formerly an unincorporated community covered under the County General Plan), and incorporate the 2001 Housing Element update. The second County General Plan “reconsolidation” covers the period from 2005 through 2020.

Government Code section 65302 specifies the seven mandatory General Plan elements. Each mandatory element of the County General Plan was prepared or updated in compliance with the *State of California General Plan Guidelines* published by OPR. Local jurisdictions may also include optional elements as they see fit. The County General Plan includes two such elements. Table 1 indicates the status of each General Plan element, including the year it was originally adopted and the year it was most recently revised.

**TABLE 1: STATUS OF GENERAL PLAN ELEMENTS**

<b>Element</b>	<b>First Adopted</b>	<b>Last Revised</b>
Land Use	1963	2005
Transportation/Circulation	1963	2005
Housing	1970	2014
Conservation	1973	2005
Open Space	1973	2005
Safety	1975	2005
Noise	1975	2005
Growth Management (optional)	1991	2005
Public Facilities/Services (optional)	1972	2005

**B. ADOPTED GENERAL PLAN AMENDMENTS FOR CALENDAR YEAR 2021**

Pursuant to Government Code section 65358(b), the County may amend the mandatory General Plan elements up to four times per calendar year. However, each amendment may include more than one change to the General Plan. DCD refers to amendments to the mandatory elements as “consolidated” because each may consolidate multiple changes in one action. The Board of Supervisors, acting in its capacity as the legislative body for the unincorporated areas of Contra Costa County, adopted three amendments to the County General Plan during calendar year 2021, which are summarized as follows:

- **1<sup>st</sup> Consolidated General Plan Amendment**

*Pantages Trails – Pantages at Discovery Bay, LLC (County File GP#19-0002):* Amended the Land Use Element map to change the subject properties’ land use designations from Open Space (OS), Single-Family Residential-High Density (SH), and Single-Family Residential-Medium Density (SM) to Single-Family Residential-High Density (SH), Open Space (OS), Water (WA), and Parks and Recreation (PR) in support of a 277-unit single-

family residential development on a 161.5-acre site. This is a reorganization of the previously approved Pantages Bays project. Adopted by the Board of Supervisors on July 13, 2021. GPA initiated by the private sector.

▪ **2<sup>nd</sup> Consolidated General Plan Amendment**

*Tassajara Parks Project (County File GP#07-0009):* Amended the Land Use Element map to change the subject property's land use designation from Agricultural Lands (AL) to Single-Family Residential-High Density (SH), Parks and Recreation (PR), and Public/Semi-Public (PS) designations, and expand the Urban Limit Line by 30 acres, in support of a 125-unit single-family residential development on a 30-acre portion of the 727-acre site. Adopted by the Board of Supervisors on July 13, 2021. GPA initiated by the private sector.

**C. GENERAL PLAN AMENDMENTS AND OTHER ACTIVITIES RELATED TO GENERAL PLAN IMPLEMENTATION INITIATED IN 2021**

Contra Costa County requires all proposals to amend the General Plan, whether initiated by the private sector or the County, to be preliminarily reviewed by the Board of Supervisors before DCD may proceed with the full GPA process. The following proposals to amend the General Plan were preliminarily reviewed by the Board of Supervisors in 2021:

- *Classic Boat Works GPA (County File GP#21-0001):* A private-sector request to amend the Land Use Element Map to redesignate a 0.64-acre parcel from Public and Semi-Public (PS) to Commercial (CO) to allow conversion of a defunct fire station to a boat repair and parts retail shop.
- *Buchanan Field Fulfillment Center GPA (County File GP#21-0002):* A private-sector request to amend the Land Use Element Map to redesignate a 15.5-acre parcel from PS to Light Industry (LI) to allow a 98,000 square-foot fulfillment center warehouse and 8,000 square-foot office building on Buchanan Airport Field.
- *Richmond LAND Eco-Village GPA (County File: GP#21-0003):* A private-sector request to amend the Land Use Element Map to redesignate two parcels totaling 0.83 acres from Single-Family Residential-High Density (SH) to Multiple-Family Residential-High Density (MH) to allow for a 22-unit residential development.
- *Carr Ranch/South Camino Pablo Project GPA (County File: GP#21-0004):* A private-sector request to amend the Land Use Element Map to redesignate a portion of a 23.9-acre parcel from Agricultural Lands (AL) to Single-Family Residential-Low Density (SL) to allow for a single-family residential development of up to 15 units.

**D. COMPLIANCE WITH OFFICE OF PLANNING AND RESEARCH GENERAL PLAN GUIDELINES AND ASSOCIATED DIRECTIVES**

Government Code section 65400 requires jurisdictions to discuss the degree to which the adopted General Plan complies with the *General Plan Guidelines*. The *Guidelines* provide a definitive interpretation of State statutes and case law as they relate to the General Plan.

Additionally, the *Guidelines* outline the general framework for preparation and revision of a General Plan, Attorney General Opinions, and the relationship of the General Plan to the requirements of the California Environmental Quality Act (CEQA). The *Guidelines* are advisory in nature rather than prescriptive, and thereby preserve opportunities for a local jurisdiction to address contemporary planning topics in a locally appropriate manner.

OPR issued a comprehensive update to the *Guidelines* in August 2017. This new version includes topics and issues currently not addressed in the General Plan, such as climate change, environmental justice, and community health. The County will address these and other topics as part of the upcoming General Plan update (see discussion below).

In addition to the *General Plan Guidelines*, OPR has issued other advisories and guidance related to State planning law requirements for cities and counties. DCD has endeavored to incorporate these advisories into the County's planning process. For example, in November 2005 OPR issued a supplement to the *Guidelines* providing advisory guidance on the process for consultation with California Native American tribes during adoption or amendment of local General Plans or Specific Plans in order to protect Traditional Tribal Cultural Places (also known as SB 18 Tribal Consultation). DCD has established a protocol for SB 18 Tribal Consultation on General Plan Amendments and Specific Plans in accordance with the November 2005 guidance.

In December 2010 OPR provided guidance on amending circulation elements in response to AB 1358 (Leno), The California Complete Streets Act, which requires cities and counties to plan for development of multi-modal transportation networks. In 2008, the Board of Supervisors amended the Land Use, Transportation and Circulation, and Open Space Elements of the General Plan to include language supporting the Complete Streets philosophy. Then in July 2016 the Board adopted the *Complete Streets Policy of Contra Costa County*, which builds upon the 2008 amendments. Pursuant to AB 1358, Complete Streets/multi-modal transportation planning will be fully integrated into the Transportation and Circulation Element upon its next substantial revision, which is anticipated to occur in 2023 (see below).

OPR has also worked to improve communication and encourage collaboration between local governments and the United States military on land use planning and development issues in response to passage in 2002 of SB 1468 (Knight) and SB 1462 (Kuehl) in 2004. DCD has established a protocol to determine whether notification to the U.S. military is necessary if a project is located within 1,000 feet of a military installation or within special airspace as defined in the Public Resources Code section 21098. DCD uses the California Military Land Use Compatibility Analyst, which was prepared by the State Resources Agency in conjunction with OPR to help cities and counties find the location of military installations and training facilities within their jurisdiction and to determine whether a project triggers notification to the U.S. military.

**III. HOUSING ELEMENT IMPLEMENTATION AND PROGRESS IN MEETING THE COUNTY'S SHARE OF REGIONAL HOUSING NEEDS**

The Board of Supervisors preliminarily approved the first County General Plan Housing Element in 1970, approximately one year after State law established the element as one of the mandatory General Plan elements. The Housing Element was formally adopted by the Board in December 1980 following new mandates established in the mid-1970s and has been updated several times as part of the mandated cycle of Housing Element updates adopted by the State Legislature beginning in 1985. The current Housing Element, which HCD certified on March 11, 2015, sets forth the County's housing goals, objectives, policies, and implementation measures.

The attached Tables B and D are from Contra Costa County's Annual Housing Element Progress Report for 2021. These tables contain detailed information pertaining to progress and implementation activities for the 5<sup>th</sup> Cycle Housing Element planning period, which began January 31, 2015, and runs through 2022.

**A. SHARE OF REGIONAL HOUSING NEED**

Table 2 summarizes the County's share of projected regional housing needs in the San Francisco Bay Area over the 5<sup>th</sup> Cycle Housing Element planning period.

**TABLE 2: SHARE OF REGIONAL HOUSING NEEDS**

Regional Housing Needs Allocation (RHNA) by Income Category for San Francisco Bay Area and Contra Costa County, 2015-2023

State Affordability - Income Category	SF Bay Area Total RHNA	Contra Costa County RHNA	
		Unincorporated + Cities	Unincorporated only
Very-Low Income	46,680	5,264	374
Low Income	28,940	3,086	218
Moderate Income	33,420	3,496	243
Above-Moderate Income	78,950	8,784	532
<b>TOTAL Housing Need</b>	<b>187,990</b>	<b>20,630</b>	<b>1,367</b>

The RHNA for the 5<sup>th</sup> Cycle was adopted by the Association of Bay Area Governments (ABAG) in July 2013.<sup>1</sup>

**B. HOUSING PRODUCTION**

Table 3 provides a breakdown by income level of the County's housing production for 2021 along with a running total for the current Housing Element cycle.

<sup>1</sup> Source: <https://abag.ca.gov>, *Regional Housing Need Plan for the San Francisco Bay Area: 2014-2022*

**TABLE 3: UNIT COUNT - UNINCORPORATED COUNTY HOUSING PRODUCTION**

Income Level		RHNA by Income Level	Permits Issued in 2021 <sup>2</sup>	Total 5 <sup>th</sup> Cycle Permits Issued <sup>3</sup>	Total RHNA Remaining
Very-Low	Deed Restricted	374	12 (3.2%)	74 (19.8%)	275
	Non-Restricted		24 (6.4%)	25 (6.7%)	
Low	Deed Restricted	218	0 (0.0%)	174 (79.8%)	2
	Non-Restricted		33 (15.1%)	42 (19.3%)	
Moderate	Deed Restricted	243	24 (9.9%)	24 (9.9%)	78
	Non-Restricted		12 (4.9%)	141 (58.0%)	
Above-Moderate		532	422 (25.8%)	1,928 (362.4%)	0
<b>TOTAL</b>		<b>1,367</b>	<b>527 (38.6%)</b>	<b>2,408 (176.2%)</b>	<b>355</b>

The County issued 527 permits for new residential units in 2021, equaling 38.6 percent of the entire eight-year 5<sup>th</sup> Cycle RHNA. This represents a 384.7 percent increase from the County's 2020 RHNA production. With the advent of the COVID-19 pandemic, 2020 was the lowest year of housing production for the County in this cycle. Through 2021, the seventh year of the 5<sup>th</sup> Cycle RHNA, the County has issued permits for 176.2 percent of its gross RHNA, nearly quadrupled its share of above-moderate-income units, and nearly completed its share of low-income units. In 2021 the County issued permits for 36 units affordable to very-low-income households, 33 units affordable to low-income households, 36 units affordable to moderate-income households, and 422 above-moderate-income households. While it appears that the low-income allocation will be met, fulfilling the moderate and very-low allocations is unlikely given the outstanding number of units and lack of projects in the development pipeline that propose units in these income categories.

**C. BARRIERS TO HOUSING DEVELOPMENT AND AFFORDABLE HOUSING ACTIVITY IN CALENDAR YEAR 2021**

Market factors such as the high cost of land suitable for residential development and high construction costs continue to be the most significant constraints on development of affordable housing in Contra Costa County. The County attempts to counter these and other factors with 31 housing programs, which are identified in the General Plan Housing Element, aimed at rehabilitating existing housing stock, developing affordable rental housing, and expanding homeownership opportunities. The key funding sources the County utilizes include Community Development Block Grant (CDBG), HOME Investment Partnerships Act, Emergency Solutions Grant Funds, Housing Opportunities for Persons with AIDS (HOPWA),

<sup>2</sup> Percentages in this column are for units permitted during 2021 relative to the RHNA for each income category.

<sup>3</sup> Percentages in this column are cumulative for units permitted during the 5<sup>th</sup> Cycle relative to the RHNA for each income category.

Mental Health Services Act, Housing Successor (former Redevelopment Set-Aside) Funds, bond financing, Mortgage Credit Certificates, low-income housing tax credits, and Section 8 Assistance.

Table D, attached, briefly outlines the housing programs contained in the Housing Element and describes their 2021 performance. Notable County actions include:

- The Neighborhood Preservation program completed 10 projects countywide and initiated another 4 projects. Six of the completed projects were in unincorporated Contra Costa County. Of the 10 completed projects, 4 were single-family homes and 6 were mobile homes. Of the 10 completed projects, 6 households were extremely low-income (30% AMI), 2 households were very low-income (50% AMI), and 2 households were low-income (80% AMI).
- The Residential Energy Conservation Program permitted 2,355 solar upgrades.
- Provided four Mortgage Credit Certificates worth \$350,000 for first-time homebuyers.
- Weatherized 165 residential units, with 29 located in unincorporated areas and a total of \$594,759 utilized.
- Issued 134 entitlements and 100 building permits for Accessory Dwelling Units.
- The updated Inclusionary Housing Ordinance became effective in February 2020. During the 2021 reporting period, a total of \$115,351.90 of in-lieu fees were collected.
- As part of the County's participation in the Bay Area Regional Energy Network (BayREN), 1,519 energy efficiency measures were installed in a total of 541 residences, including 25 single-family residences in the unincorporated areas

A barrier to affordable housing also exists in the form of discrimination. Contra Costa County affirmatively furthers fair housing through the ongoing support of fair housing counseling, education, and outreach activities. In addition, all housing projects funded by the County are required to undertake broad marketing activities in a manner consistent with federal and State fair housing laws, including outreach to underserved populations. The Analysis of Impediments to Fair Housing was adopted by the Board of Supervisors in 2010 and updated June 2019.

#### **IV. GOALS, OBJECTIVES, AND WORK ACTIVITIES RELATED TO GENERAL PLAN IMPLEMENTATION FOR CALENDAR YEARS 2021 AND 2022**

##### **General Plan Update**

The planning period for the County General Plan extended through calendar year 2020. In December 2017, the Board of Supervisors directed DCD staff to prepare comprehensive updates to the General Plan, Zoning Code, and Climate Action Plan. Among numerous content improvements, the updated General Plan will address economic development, community health, climate change, and environmental justice, which are essentially missing from the existing County General Plan; include an entirely rewritten Transportation and

Circulation Element to fully integrate SB 743 and Complete Streets; include an updated Housing Element for the 6<sup>th</sup> RHNA Cycle; and be consistent with the most recent versions of numerous regional planning documents adopted since the General Plan was last updated, such as *Plan Bay Area 2050*, the Bay Area Air Quality Management District's *2017 Clean Air Plan*, the Delta Protection Commission's updated *Land Use and Resource Management Plan for the Primary Zone of the Delta*, and the *Contra Costa County Hazard Mitigation Plan*. The General Plan will also be reformatted entirely to improve usability. Work on the General Plan update began in September 2018 and will extend through 2023. DCD staff is in the midst of preparing the draft General Plan's goals, policies, and actions, which make up the bulk of the document and highlight the County's extensive and ongoing outreach efforts and collaboration with residents in the unincorporated communities. The website for the project is [envisioncontracosta2040.org](http://envisioncontracosta2040.org).

List of Attachments (Tables taken from 2021 Housing Element Progress Report to HCD)

- Table B: Regional Housing Needs Allocation Progress
- Table D: Program Implementation Status



<b>Jurisdiction</b>	Contra Costa County - Unincorporated	
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	5th Cycle	01/31/2015 - 01/31/2023

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
 Please contact HCD if your data is different than the material supplied here

<b>Table B</b>													
<b>Regional Housing Needs Allocation Progress</b>													
<b>Permitted Units Issued by Affordability</b>													
		1	2						3	4			
<b>Income Level</b>		<b>RHNA Allocation by Income Level</b>	2015	2016	2017	2018	2019	2020	2021	2022	2023	<b>Total Units to Date (all years)</b>	<b>Total Remaining RHNA by Income Level</b>
Very Low	Deed Restricted	374	-	-	-	62	-	-	12	-	-	99	275
	Non-Deed Restricted		-	-	-	1	-	-	24	-	-		
Low	Deed Restricted	218	-	-	3	171	-	-	-	-	-	216	2
	Non-Deed Restricted		8	-	-	-	1	-	33	-	-		
Moderate	Deed Restricted	243	-	-	-	-	-	-	24	-	-	165	78
	Non-Deed Restricted		65	28	31	1	4	-	12	-	-		
Above Moderate		532	276	201	244	434	214	137	422	-	-	1,928	-
<b>Total RHNA</b>		<b>1,367</b>											
<b>Total Units</b>			<b>349</b>	<b>229</b>	<b>278</b>	<b>669</b>	<b>219</b>	<b>137</b>	<b>527</b>	<b>-</b>	<b>-</b>	<b>2,408</b>	<b>355</b>

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202)

<b>Jurisdiction</b>	Contra Costa County - Unincorporated		
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)	

**Table D**

### Program Implementation Status pursuant to GC Section 65583

#### Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Neighborhood Preservation Program	Improve the quality of existing housing & neighborhoods.	Ongoing	<p>In collaboration with Habitat for Humanity East Bay/Silicon Valley, Inc., the Contra Costa County's Neighborhood Preservation Program (NPP) provides low-interest loans and grants to low-income homeowners, in an effort to alleviate health and/or safety concerns in their dwelling.</p> <p>During calendar year 2021, NPP encountered several challenges that hindered its ability to serve clients. Due to the ongoing COVID-19 pandemic, the program began the calendar year in recovery from a brief hiatus. Midway through the year, the program lost its only building inspector. In addition to these complications, the pandemic found the program encountering reluctant, extended permit/inspection timeframes, limited availability of materials/equipment, and the reduction of willing contractors. Due to the loss of the building inspector, the program was unable to get new projects underway for the remainder of the calendar year.</p> <p>County-wide, there were 10 projects that were completed and four projects that began. Six of the projects were in unincorporated Contra Costa County. Of the 10 completed projects, four were single-family homes and six were mobile homes. Of the 10 completed projects, six households were extremely low-income (30% AMI), two households were very low-income (50% AMI), and two households were low-income (80% AMI).</p>

2. Weatherization Program	Assist homeowners and renters with minor home repairs.	Ongoing	There were 169 unduplicated units served countywide, 29 units located in unincorporated Contra Costa County, with a total of \$594,759 spent.
3. Code Enforcement	Maintain & improve the quality of existing housing & neighborhoods.	Ongoing	There were a total of 1438 cases opened and 991 cases closed. Approximately 98% of all cases are residential.
4. Preservation of Affordable Housing Assisted with Public Funds	Preserve the existing stock of affordable housing.	Ongoing	There are no projects to report during this reporting period.
5. New Construction of Affordable Housing	Increase the supply of affordable housing, including units affordable to extremely low income households.	Annual: Award HOME, CDBG, and HOPWA funds to experienced housing developers (funds are not limited to projects in the unincorporated County)	There are no projects to report during this reporting period.
6. Housing Successor to the former Redevelopment Agency	Utilize County owned property (former redevelopment agency) to develop affordable housing	Disposition agreements by 2020	<p>For 2020-2021, The Housing Successor's activities included:</p> <p>* Continuing to negotiate with a developer for a transit-oriented project of approximately 350 units at the Orbisonia Heights site in Bay Point. A Master Development Agreement is anticipated to be considered by the end of FY 21-22.</p> <p>* Continuing to negotiate with a developer to construct 67 senior housing units in Rodeo. The Disposition Development and Loan Agreement was approved February 2022.</p>
7. Inclusionary Housing	Integrate affordable housing within market-rate developments.	Ongoing	There were \$115,351.90 in inclusionary housing in-lieu fees collected during this reporting period.
8. Acquisition/ Rehabilitation	Improve existing housing and increase supply of affordable housing.	Ongoing	There are no projects to report during this reporting period.

9. Second Units	Facilitate the development of second units.	Ongoing	<p>There were 134 second unit entitlement permits approved and 100 building permits issued for second units.</p> <p>The Contra Costa County Accessory Dwelling Unit (ADU) Incentive Program was adopted by the Board of Supervisors on June 18, 2019 and ran through July 1, 2021. Department staff administered this Program. An indirect outcome of the Program is to make construction of ADUs more attractive in the County, and thereby, facilitate the development of affordable housing. The ADU Incentive Program was intended to encourage owners of the unpermitted ADUs to come into compliance with zoning and building code requirements using the most cost-effective methods available and minimizing the changes required to the existing construction. Late filing fees and building permit penalty fees were waived for previously constructed unpermitted ADUs under the Program.</p>
10. Affordability by Design	Develop affordability by design program to promote creative solutions to building design and construction.	2017	There is nothing to report for this reporting period.
11. New Initiatives Program	Develop new programs or policies to fund or incentivize affordable housing development	2017	There is nothing to report for this reporting period.
12. Special Needs Housing	Increase the supply of special needs housing.	Ongoing	There are no projects to report in this reporting period.
13. Developmental Disabled Housing	Increase the supply of housing available to persons with developmental disabilities	Ongoing	There are no projects to report in this reporting period.
14. Accessible Housing	Increase the supply of accessible housing.	Ongoing	There are no projects to report in this reporting period.
15. Reasonable Accommodation	Increase the supply of special needs and accessible housing.	Ongoing	There are no projects to report for this reporting period.

<p>16. Contra Costa Interagency Council on Homelessness</p>	<p>Meet the housing &amp; supportive services needs of the homeless</p>	<p>Ongoing</p>	<p>Health Services through the Health, Housing and Homeless Services (H3) Division administers the County's homeless Continuum of Care (CoC). H3 functions as the collaborative applicant and CoC and HMIS Lead Agency, and provides strategic direction, coordination of funding and programmatic oversight to the CoC. The CoC is designed to assist individuals and families experiencing homelessness by providing services and housing needed to help these individuals and families move into permanent housing, with the goal of long-term stability. The Council on Homelessness (COH), appointed by the Contra Costa Board of Supervisors is the governing body for the CoC and serves as the homelessness advisory body to the Board of Supervisors. H3 provides staffing support to the COH to support the governance and administration of the CoC. The COH is responsible for approving some funding allocations for proposed projects and monitoring and tracking project and agency performance and compliance in coordination with the CoC and HMIS Lead Agency. The COH also provides advice and input on the operations of homeless services, program operations, and program development efforts in Contra Costa County. The Contra Costa CoC and COH are comprised of multiple private and public partners who work collaboratively with the County and H3 to end homelessness in Contra Costa.</p>
<p>17. Farmworker Housing</p>	<p>Increase the supply of farmworker housing</p>	<p>Annually: Include farmworker housing in CDBG, HOME NOFA (See #5 above)</p>	<p>There are no projects to report in this reporting period.</p>
<p>18. First-Time Homebuyer Opportunities</p>	<p>Provide additional homeownership opportunities.</p>	<p>Ongoing</p>	<p>In 2021, the County provided four households with Mortgage Credit Certificates (MCC) throughout the county and cities with a total of \$350,000 in MCC assistance.</p>
<p>19. Extremely Low Income Housing</p>	<p>Promote development of housing affordable to extremely low income households.</p>	<p>Annually: Include a priority for extremely-low income housing in CDBG, HOME, HOPWA NOFA (See #5 above)</p>	<p>The County continues to provide funding preferences to developers who include units that are affordable to extremely-low income households. There were a total of 181 extremely low income housing projects during this reporting period (See Neighborhood Preservation Program and Weatherization Program).</p>
<p>20. Sites Inventory</p>	<p>Provide for adequate housing sites, including 'as-right development' sites for homeless facilities</p>	<p>Ongoing maintenance of site inventory.</p>	<p>There are no changes or updates for this reporting period.</p>

21. Mixed-Use Developments	Encourage mixed-use developments.	2015 – 2016: Review existing ordinance and development patterns. 2016 – 2017: Draft outline of revised ordinance and meet with stakeholder groups 2017 – 2018: Determine whether or not to draft and adopt revised ordinance	There are no changes or updates for this reporting period.
22. Density Bonus & Other Development Incentives	Support affordable housing development.	Ongoing	A density bonus project was granted entitlements in Rodeo for a mixed-use development that included a total of 22 rental units with two lower income units, one very-low income unit, and ground floor commercial space.
23. Infill Development	Facilitate infill development.	Biennially: Review site inventory, adjust for planned and completed developments Biennially: Review site inventory and adjust for planned and completed developments	In accordance with provisions of SB9, as approved by the Governor on September 16, 2021, the Current Planning Division of the Department of Conservation and Development, in conjunction with County Public Works, drafted zoning and subdivision (Title 9) ordinance updates addressing urban housing developments and urban lot splits which will promote infill housing in the unincorporated areas of the County. The ordinance updates are expected to be heard by the County Planning Commission and then the Board within the first half of 2022.
24. Planned Unit District	Provide flexibility in design for residential projects.	Ongoing	There is nothing to report for this period.
25. Development Fees	Reduce the cost of development	Ongoing	There is nothing to report for this period.
26. Quick Turn-around Program	Develop program to expedite review of small projects, and conditions of approval	2016	In 2021, the Current Planning Division staff has prioritized the processing of accessory dwelling unit (ADU) applications and has improved the turn-around time for processing ADU applications significantly.

<p>27. Review of Zoning &amp; Subdivision Ordinance</p>	<p>Periodically review subdivision ordinance to ensure it does not unduly constrain housing development. Revise zoning code to allow emergency shelters by right, single room occupancy housing, transitional and permanent supportive housing, and agricultural worker housing.</p>	<p>By December 31, 2014: Adopt emergency housing and single room occupancy ordinance. (adopted 11/4/2014)</p> <p>1st quarter 2015: Adopt Agricultural worker housing, permanent supportive, and transitional housing zoning text changes</p> <p>Ongoing: period review of zoning and subdivision ordinances</p>	<p>In accordance with provisions of SB9, as approved by the Governor on September 16, 2021, the Current Planning Division of the Department of Conservation and Development, in conjunction with County Public Works, drafted zoning and subdivision (Title 9) ordinance updates addressing urban housing developments and urban lot splits which will promote infill housing in the unincorporated areas of the County. The ordinance updates are expected to be heard by the County Planning Commission and then the Board within the first half of 2022.</p>
<p>28. Coordinated County Department Review of Development Applications</p>	<p>Expedite application review through a better coordinated process with other County departments.</p>	<p>Ongoing</p>	<p>The Current Planning Division of the Department of Conservation and Development has increased coordination and communication efforts with County departments and outside agencies in order to improve the application review process and application processing timelines.</p>
<p>29. Anti-Discrimination Program</p>	<p>Promote fair housing.</p>	<p>Ongoing</p>	<p>The County Board of Supervisors adopted a Countywide 2020-2025 Analysis of Impediments/Assessment to Fair Housing Choice report on June 11, 2019. There is nothing additional to report for this reporting period.</p>
<p>30. Residential Displacement Program</p>	<p>Limit number of households being displaced or relocated because of County sponsored programs or projects.</p>	<p>Ongoing</p>	<p>There is nothing to report for this period.</p>





**General Comments:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

**Subject:** Approve New and Recredentialing Providers 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 February 17, 2022, 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 Supervisors' 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

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Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Sharron A. MacKey,  
925-313-6004

By: , Deputy

cc:

ATTACHMENTS

Recredentials

2/17/2022

**Contra Costa Health Plan**  
**Providers Approved by Medical Director**  
**February 17, 2022**

<b>CREDENTIALING PROVIDERS FEBRUARY 2022</b>	
<b>Name</b>	<b>Specialty</b>
Beachler, Brian, MD	Primary Care Family Medicine
Brown, Wyatt, PA	Mid- Level Urgent Care
Canha, Samantha, BCBA, M.Ed.	Qualified Autism Provider
Chandra, Anirudh, DO	Primary Care Internal Medicine
Eberle, Robert, HAD	Hearing Aid Dispensing
Garcilazo, Herbert, BCBA, MA	Qualified Autism Provider
Kadakia, Sapna, MS	Qualified Autism Provider
Kim, Amy, LCSW	Mental Health Services
Maxwell, Andrew, MD	Pediatric Cardiology
Mehandru, Leena, MD	Nephrology
Morgan, Hilary, PA	Mid- Level Urgent Care
Perez, Anthony, BCBA, MA	Qualified Autism Provider
Simopoulos, Alexander, MD	OB/GYN
Svendsen, Kelly, DPT	Physical Therapy
Vityuk, Maryna, MD	Primary Care Family Medicine

<b>CREDENTIALING ORGANIZATIONAL PROVIDERS FEBRUARY 2022</b>		
<b>Provider Name</b>	<b>Provide the Following Services</b>	<b>Location</b>
ABL Healthcare, LLC	Home Health	Daly City
Central Valley Specialty Hospital, Inc.	Long Term Acute Care Hospital	Modesto
Health Link Home Health Agency	Home Health	Walnut Creek
HealthFlex Hospice	Hospice	Oakland
Seasons Hospice & Palliative Care of California - Oakland, LLC	Hospice	Oakland
Sonoma Specialty Hospital, LLC	Long Term Acute Care Hospital	Sebastopol

<b>RECREREDENTIALING PROVIDERS FEBRUARY 2022</b>	
<b>Name</b>	<b>Specialty</b>
Amorde, Connie, PA	Mid-Level Urgent Care
Blaylock, Wei-Shing Cynthia, OD	Optometry
Blohm, Richard, MD	Urgent Care
Botelho, Barbara, MD	Primary Care Pediatrician
Clark, Melissa, NP	Mid-Level Nephrology
Gabrielson, Mary, NP	Primary Care Pediatrics
Grasso, Erik, BCBA, MA	Qualified Autism Provider
Harris, Rick, DC	Chiropractic Medicine
Horowitz, Joel, DC	Chiropractic Medicine
Jothi, Sumana, MD	Otolaryngology
Khan, Ghazala, MFT	Mental Health Services
MacDannald, Harry, MD	Pulmonary Disease
Myers, Nancy, LCSW	Mental Health Services
Ramos, Brenda, DC	Chiropractic Medicine
Rivera-Lopez, Hector, PhD	Mental Health Services
Samaniego, Armando, MD	Urgent Care
Shea, Whitney, BCBA	Qualified Autism Provider
Thapa, Priyanka, NP	Primary Care Internal Medicine
Wilkie, Harold, MD	Urgent Care
Wolf, Sara, MD	Primary Care Family Medicine
Zaka, Jamal, MD	Pulmonary Disease

<b>RECREREDENTIALING ORGANIZATIONAL PROVIDERS FEBRUARY 2022</b>		
<b>Provider Name</b>	<b>Provide the Following Services</b>	<b>Location</b>
AtHome Healthcare Team	Home Health	American Canyon
Shattuck Health Care Center, Inc dba Elmwood Care Center	Skilled Nursing Facility	Berkeley
RAI - Telegraph Peralta	Dialysis	Oakland



Contra  
Costa  
County

To: Board of Supervisors  
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
Date: March 29, 2022

**Subject:** Authorize the Fire District to Accept Hazard Mitigation Grant Funding (FEMA-4353-DR-CA, Project #PJ0146, FIPS #013-91010)

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**RECOMMENDATION(S):**

Acting as the governing body of the Contra Costa County Fire Protection District, ADOPT Resolution No. 2022/97 authorizing the Contra Costa County Fire Protection District to accept grant funding from the U.S. Department of Homeland Security, Federal Emergency Management Agency and the California Governor's Office of Emergency Services, Hazard Mitigation Grant Program in the amount of \$461,220 for the installation of emergency generators at Fire Station No. 2 and Fire Station No. 81; and AUTHORIZE the Fire Chief and/or Deputy Fire Chief to provide the resolution to the California Governor's Office of Emergency Services for all matters pertaining to the subject-award identified as FEMA-4353-DR-CA, Project #PJ0146, FIPS #013-91010.

**FISCAL IMPACT:**

The total project is expected to cost \$854,000, with the federal contribution capped at \$461,220. The District is responsible for any project costs exceeding the federal contribution limit, approximately \$392,780 or 46% of the total project cost. Funding for the District portion will come from general operating fund balance and will require a subsequent revenue and appropriation adjustment. There is a 25% local agency match requirement for this grant.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Aaron McAlister, Deputy Fire Chief (925)  
941-3300 x1101

By: , Deputy

cc:

BACKGROUND:

At the June 12, 2018, meeting of the Contra Costa County Fire Protection District (District) Board of Directors, the Board authorized and approved the Fire Chief, or designee, to apply for and accept grant funding from the U.S. Department of Homeland Security, Federal Emergency Management Agency and the California Governor's Office of Emergency Services, Hazard Mitigation Grant Program for an amount not to exceed \$1,500,000 for the purchase and installation of emergency generators.

On March 2, 2020, the District was awarded grant funding in the amount of \$461,220 for the installation of emergency generators at Fire Station No. 2 and Fire Station No. 81.

In order to accept the grant award, the granting agency requires a resolution from the Board of Directors authorizing the Contra Costa County Fire Protection District to accept the awarded grant funds is required. The purpose of this action is to obtain the the required resolution. The grant funds are only available for project work completed by October 31, 2022, and the District is obligated to provide quarterly reporting on the project to FEMA.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not authorize the District to accept the awarded grant funds, the District will not be able to receive those funds, and the installation of emergency generators at Fire Station No. 2 and Fire Station No. 81 will be delayed to the potential detriment of communities served by the District.

ATTACHMENTS

Resolution 2022/97

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

Adopted this Resolution on 03/29/2022 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2022/97**

Authorizing the Contra Costa County Fire Protection District to accept a Hazard Mitigation Grant Funding award (FEMA-4353-DR-CA / Project #PJ0146 / FIPS #013-91010),

WHEREAS, at the June 12, 2018 meeting of the Contra Costa County Fire Protection District Board of Directors, the Board authorized and approved the Fire Chief, or designee, to apply for and accept grant funding from the U.S. Department of Homeland Security, Federal Emergency Management Agency and the California Governor's Office of Emergency Services, Hazard Mitigation Grant Program for the purchase and installation of emergency generators; and

WHEREAS, on March 2, 2020, the Fire District was awarded grant funding in the amount of \$461,220 for the installation of emergency generators at Fire Station No. 2 and Fire Station No. 81; and

WHEREAS, in order to accept the grant award, the granting agency requires a resolution from the Contra Costa County Fire Protection District Board of Directors authorizing the Contra Costa County Fire Protection District to accept the awarded grant funds is required; and

WHEREAS, if the Board does not authorize the Contra Costa County Fire Protection District to accept the awarded grant funds, the Contra Costa County Fire Protection District will not be able to receive those funds, and the installation of emergency generators at Fire Station No. 2 and Fire Station No. 81 will be delayed to the potential detriment of communities served by the Fire District;

Now, Therefore, Be It Resolved that the Contra Costa County Fire Protection District Board of Directors expressly authorizes the Contra Costa County Fire Protection District to accept the grant award, identified as FEMA-4353-DR-CA / Project #PJ0146 / FIPS #013-91010, from the U.S. Department of Homeland Security, Federal Emergency Management Agency and the California Governor's Office of Emergency Services, Hazard Mitigation Grant Program in the amount of \$461,220 for the installation of emergency generators at Fire Station No. 2 and Fire Station No. 81; and, further authorizes the Fire Chief and/or Deputy Fire Chief to provide to the California Governor's Office of Emergency Services for all matters pertaining to the same grant award.

I hereby certify that this 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: Aaron McAlister, Deputy Fire Chief (925)  
941-3300 x1101**

**ATTESTED: March 29, 2022**

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

By: , Deputy

**cc:**





Contra  
Costa  
County

To: Board of Supervisors  
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
Date: March 29, 2022

Subject: License Agreement with the U.S. Department of the Navy for Use of the Naval Weapons Station in Concord

---

**RECOMMENDATION(S):**

Acting as the governing body of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a license agreement with the United States of America, Department of the Navy, to use an approximately 80-acre portion of the former Concord Naval Weapon Station (“Premises”) for public safety training purposes during the period April 16, 2022 through April 17, 2023.

**FISCAL IMPACT:**

There is no cost associated with this action.

**BACKGROUND:**

The United States of America, Department of the Navy (Navy), owns the Marine Ocean Terminal Concord (MOTCO) administrative area on the former Concord Naval Weapons Station. The Contra Costa County Fire Protection District (District) and other agencies have used an approximately 80-acre area (“Premises”) of the MOTCO administration area for public safety training purposes. District personnel have trained at this site for several years. In 2017 the District was awarded a Federal Emergency Management Agency (FEMA) Grant to acquire and install a live burn prop at the MOTCO site. This training prop provides valuable training to recruit academies as well as ongoing live fire training that is otherwise not available. The license agreement requires the District to indemnify and hold the Navy harmless for the District’s activities under the license. Risk Management has reviewed the indemnity and insurance requirements and has confirmed that the requirements are acceptable. For these reasons, District staff recommend that the Board approve the execution of the license agreement with the United States.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Aaron McAlister, Deputy Chief (925)  
383-5003

By: , Deputy

cc:

BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:

The District will not be able to enter into an agreement with the Navy for use of the former Concord Naval Weapon Station's MOTCO facilities for public safety training.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 29, 2022

**Subject:** ACCEPT Letter from Sustainability Commission Recommending Formation of a Working Group on Sea Level Rise

---

**RECOMMENDATION(S):**

RECEIVE letter from the Sustainability Commission recommending formation of a working group on sea level rise.

**FISCAL IMPACT:**

Formation of a working group would require a commitment of County staff and resources at a cost that has not yet been estimated.

**BACKGROUND:**

For several years, the Sustainability Commission has been reviewing the current status of studies of rising water levels in Contra Costa County and options for County action to address this. At its December 2021 meeting, the Sustainability Commission received presentations from the Bay Conservation and Development Commission and the Delta Stewardship Council.

The Sustainability Commission recommends that the Board of Supervisors form a cross-sector working group to review vulnerabilities from rising tides, share information, coordinate policies, and develop a long-term vision regarding adapting to rising tides. This was recommended in a report from the UC Berkeley Goldman School of Public Policy in 2019.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Jody London, 925-655-2815

By: , Deputy

cc:

ATTACHMENTS

Letter from Sustainability Commission Recommending Formation of a Working Group on Sea Level Rise



**Contra Costa County  
Sustainability Commission**

March 14, 2022

Contra Costa Board of Supervisors  
1025 Escobar St.  
Martinez, CA 94553

RE: Rising Water Levels in Contra Costa County

Dear Members of the Board,

In its role to advise the Contra Costa County Board of Supervisors (Board) and staff on successful implementation of the County's Climate Action Plan, the Sustainability Commission recommends the Board form a cross-sector working group to review vulnerabilities from rising tides, share information, coordinate policies, and develop a long-term vision regarding adapting to rising tides.

The Sustainability Commission has periodically reviewed the current status of studies of rising water levels in Contra Costa County, most recently receiving reports at its December 13, 2021, meeting from the Bay Conservation and Development Commission (BCDC) and the Delta Stewardship Council (DSC). At its February 28, 2022, meeting the Sustainability Commission unanimously supported a recommendation from a member who reviewed the current data and recommended that the County implement the May 2019 UC Berkeley Goldman School of Public Policy Report entitled "Implementing the ART Study".<sup>1</sup> The Report reviewed various governance structures and funding options to implement the Adapting to Rising Tides (ART) assessments being made by BCDC.

BCDC has made two assessment studies on the potentiality of floods within Contra Costa County due to Sea Level Rise (SLR) caused by climate change. The West County assessment was completed in March 2017<sup>2</sup> and covered the shoreline from the Alameda County line to Bay Point. The East County assessment was completed in April 2020 and covered the area from Pittsburg to the Contra Costa-Alameda County border at Clifton Court.<sup>3</sup> The East County Study was also partially funded by the DSC. Both reports look at impacts in a range of sectors and impacts from various flooding scenarios.

In October 2021, BCDC published the Bay Adapt Joint Platform (Bay Adapt).<sup>4</sup> It included 9 Actions and 21 Tasks that the 9 County Bay Area should focus on to combat Sea Level Rise. On February 8, 2022, the Board of Supervisors passed Resolution No. 2022/52 RESOLUTION OF THE CONTRA COSTA COUNTY BOARD OF SUPERVISORS TO SUPPORT A REGIONAL STRATEGY FOR A RISING BAY, KNOWN AS "BAY

- 
1. The Goldman School Report can be found at [Climate-Resilience-in-Contra-Costa-County---Implementing-the-ART-Study-PDF \(ca.gov\)](#)
  2. The West County ART study can be found at <http://www.adaptingtorisingtides.org/project/contra-costa-county-adapting-to-risingtides-project/>
  3. The East County ART study can be found at <http://www.adaptingtorisingtides.org/project/eastern-contra-costa-county/>
  4. The Bay Adapt Joint Platform can be found at <https://www.bayadapt.org/jointplatform/>

ADAPT”.<sup>5</sup> In it, The Board of Supervisors supported the Bay Adapt Joint Platform, a regional strategy for a rising Bay, including the guiding principles, actions, and tasks contained within.

Although the Goldman School Report was published prior to Bay Adapt and the BOS Resolution in support of it, it contains recommendations for governance and funding strategies in Contra Costa County that are necessary to support Bay Adapt. On September 10, 2019, the Board of Supervisors accepted the Goldman School Report and referred it to the Sustainability Committee.<sup>6</sup> The Sustainability Committee at its September 23, 2019, meeting decided to consider implementing the Goldman School Report once the East County Study had been completed.<sup>7</sup> There has been no action on the Goldman Report since that time. With the passage of the BOS Resolution 2022/52, it is now time to fully implement the recommendations of the Goldman Report.

Climate change is a current and on-going challenge to Contra Costa County. With warmer temperatures and more extreme weather, we can also expect that the County’s seashore to be subject to more flooding. Those floods will be higher and more frequent than we have previously experienced. Due to increased scientific knowledge, we have better knowledge where the flooding will occur and how often we can expect it to happen.

It is important that we plan for those eventualities now in the form of a cross-sector working group as recommended by the Goldman School Report. Reducing the risks of flooding due to rising tides caused by climate change is a matter that cannot wait.

Respectfully,

/s/

Mike Moore

Chair, Sustainability Commission

- 
5. Board of Supervisors February 8, 2022 Resolution 2022/52 can be found at [http://64.166.146.245/agenda\\_publish.cfm?id=&mt=ALL&get\\_month=2&get\\_year=2022&dsp=min&seq=1932](http://64.166.146.245/agenda_publish.cfm?id=&mt=ALL&get_month=2&get_year=2022&dsp=min&seq=1932)
  6. Board of Supervisors action on September 10, 2019 can be found at [http://64.166.146.245/agenda\\_publish.cfm?id=&mt=ALL&get\\_month=9&get\\_year=2019&dsp=min&seq=1333](http://64.166.146.245/agenda_publish.cfm?id=&mt=ALL&get_month=9&get_year=2019&dsp=min&seq=1333)
  7. Sustainability Committee September 23, 2019 action can be found at [http://64.166.146.245/agenda\\_publish.cfm?id=&mt=SUSTAIN&get\\_month=9&get\\_year=2019&dsp=min&seq=1416](http://64.166.146.245/agenda_publish.cfm?id=&mt=SUSTAIN&get_month=9&get_year=2019&dsp=min&seq=1416)



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 29, 2022

**Subject:** APPROVE the 20 Allen Street New Modular Trailer Project and take related actions under CEQA.

---

**RECOMMENDATION(S):**

APPROVE the 20 Allen Street New Modular Trailer Project (Project) and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Martinez area(s). [County Project No. WH381B, DCD-CP#22-02] (District V)

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 3 Categorical Exemption, pursuant to Article 19, Sections 15303(c) and (e) of the CEQA Guidelines, and

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

**FISCAL IMPACT:**

To be funded by Public Health Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Grant Funds (org 5894). (100% Federal Funds)

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

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Emma Burckert 925-313-2161

By: , Deputy

BACKGROUND:

The purpose of this Project is to install a 400-square foot modular trailer that will provide additional office space and approximately 2-4 freezers for storing lab samples. The Public Health Lab at the County Hospital is currently overcrowded and does not have enough office and lab equipment space. The new modular trailer will be installed in an existing parking lot.

On November 2, 2021, the Board of Supervisors awarded a job order contract (JOC) for repair, remodeling, and other repetitive work to be performed pursuant to the Construction Task Catalog to each of Mark Scott Construction, Inc., Aztec Consultants, MIK Construction, and MVP Construction, each in the amount of \$3,000,000. This Project is expected to be performed by one of the four JOC contractors. A task order catalogue has been prepared for the JOC contractor to complete this Project. In the event that the Project is not performed by the JOC contractor, the Public Works Department will return to the Board for approval of plans and specifications and authorization to advertise and solicit bids.

CONSEQUENCE OF NEGATIVE ACTION:

If the Project is not approved, the existing public health lab will continue to be overcrowded.

ATTACHMENTS

CEQA-NOE





**CALIFORNIA ENVIRONMENTAL QUALITY ACT  
Notice of Exemption**

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

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

County Clerk, County of Contra Costa

**Project Title:** 20 Allen Street New Modular Trailer, Project No. WH381B, CP#22-02

**Project Applicant:** Contra Costa County Public Works Dept., 255 Glacier Drive, Martinez CA 94553 (925) 313-2000, Contact: Emma Burckert, (925) 313-2161

**Project Location:** 20 Allen Street, Martinez, CA 94553, APN 372-182-006

**Lead Agency:** Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553 (925) 655-2705, Contact: Telma B. Moreira (925) 655-2863

**Project Description:**

The purpose of this project is to install a permanent 400-square foot modular trailer at 20 Allen Street that will provide additional office space and approximately 2-4 freezers for storing lab samples. The Public Health Lab at the County Hospital is currently overcrowded and does not have enough office and lab equipment space. The new modular trailer will be installed in an existing parking lot; three parking spaces will be removed. The construction process for this project will include removing and replacing approximately 500-700 square feet of asphalt for regrading and compaction, partial removal of an existing concrete retaining wall, providing electrical service to the trailer, installing an emergency backup generator for the trailer, and installing the new modular trailer. Ground disturbance and excavations up to approximately 3 feet are anticipated to make the grades uniform and comply with the Americans with Disabilities Act. Removal of approximately 2 landscape trees is anticipated. If tree removal occurs during nesting bird season, a nesting bird survey will be conducted. Drainage modifications, utility relocation and adjustments, and temporary traffic control may be needed. Appropriate best management practices for stormwater control (i.e. storm drain inlet protection) will be in place. Construction will take approximately 8 weeks to complete.

**Exempt Status:**

- |  |   |
|--|---|
| <input type="checkbox"/> Ministerial Project (Sec. 21080[b][1]; 15268)     | <input checked="" type="checkbox"/> Categorical Exemption (Sec. 15303(c) & (e)) |
| <input type="checkbox"/> Declared Emergency (Sec. 21080[b][3]; 15269[a])   | <input type="checkbox"/> General Rule of Applicability (Sec. 15061[b][3])       |
| <input type="checkbox"/> Emergency Project (Sec. 21080[b][4]; 15269[b][c]) | <input type="checkbox"/> Other Statutory Exemption (Sec. )                      |

**Reasons why project is exempt:** The project consists of the construction of a new, small accessory structure that will provide less than 2,500 square feet of office space, pursuant to Article 19, Sections 15303(c) and 15303(e) of the CEQA guidelines.

If filed by applicant:

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

Signature: Telma B. Moreira Date 2/16/2022 Title Principal Planner

**Contra Costa County Department of Conservation and Development**

- Signed by Lead Agency  Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Applicant**

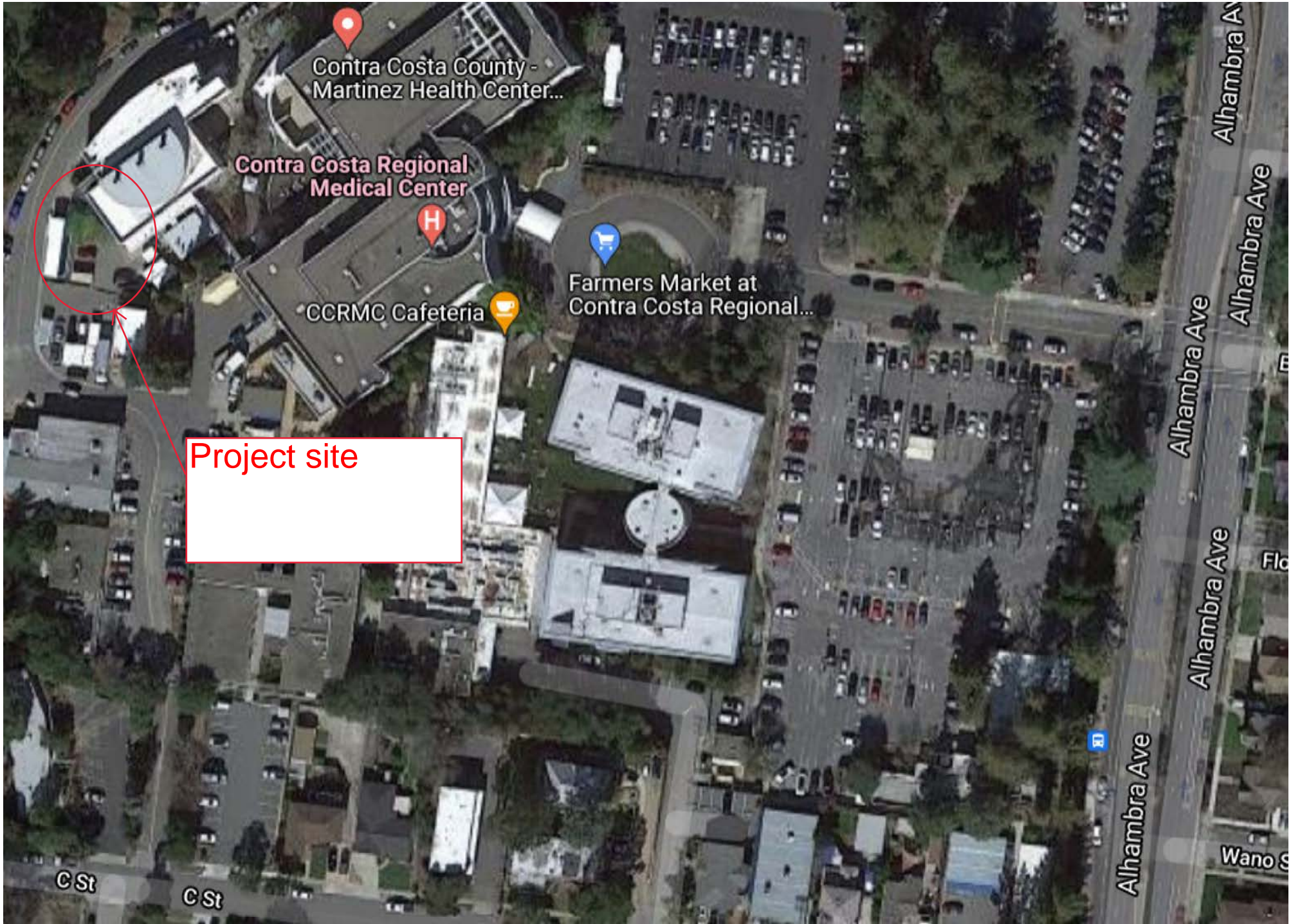
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Emma Burckert *cg*  
Environmental Services Division  
Phone: (925) 313-2161

**Department of Fish and Wildlife Fees Due**

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

Total Due: \$75

Receipt #: \_\_\_\_\_



Contra Costa County -  
Martinez Health Center...

Contra Costa Regional  
Medical Center

CCRMC Cafeteria

Farmers Market at  
Contra Costa Regional...

Project site

C St

C St

Alhambra Ave

Alhambra Ave

Alhambra Ave

Alhambra A

Alhambra Ave

Flo

Wano S



Location of new modular trailer

SEAL & SIGNATURE

CONSULTANTS  
 STRUCTURAL ENGINEER

**THEOPHANOUS STRUCTURAL ENGINEERS**  
 175 SILVERWOOD DRIVE  
 LAFAYETTE, CA 94549  
 925.284.2822 925.284.9745 FX

CIVIL ENGINEER  
**BFK ENGINEERS**  
 1646 N. CALIFORNIA BLVD, SUITE 400  
 WALNUT CREEK, CA 94596  
 925.940.2200 925.940.2299 FX

MECHANICAL/ELECTRICAL/PLUMBING ENGINEER  
**INTERFACE ENGINEERING**  
 135 MAIN STREET, SUITE 400  
 SAN FRANCISCO, CA 94105  
 415.489.7240

AGENCY APPROVAL

CONTRA COSTA REGIONAL  
 MEDICAL CENTER, MARTINEZ  
**PUBLIC HEALTH  
 LABORATORY  
 MODULAR  
 OFFICE BUILDING**

2500 ALHAMBRA AVE.  
 MARTINEZ, CA 94553

REVISIONS

DRAWING TITLE

**SITE PLAN**

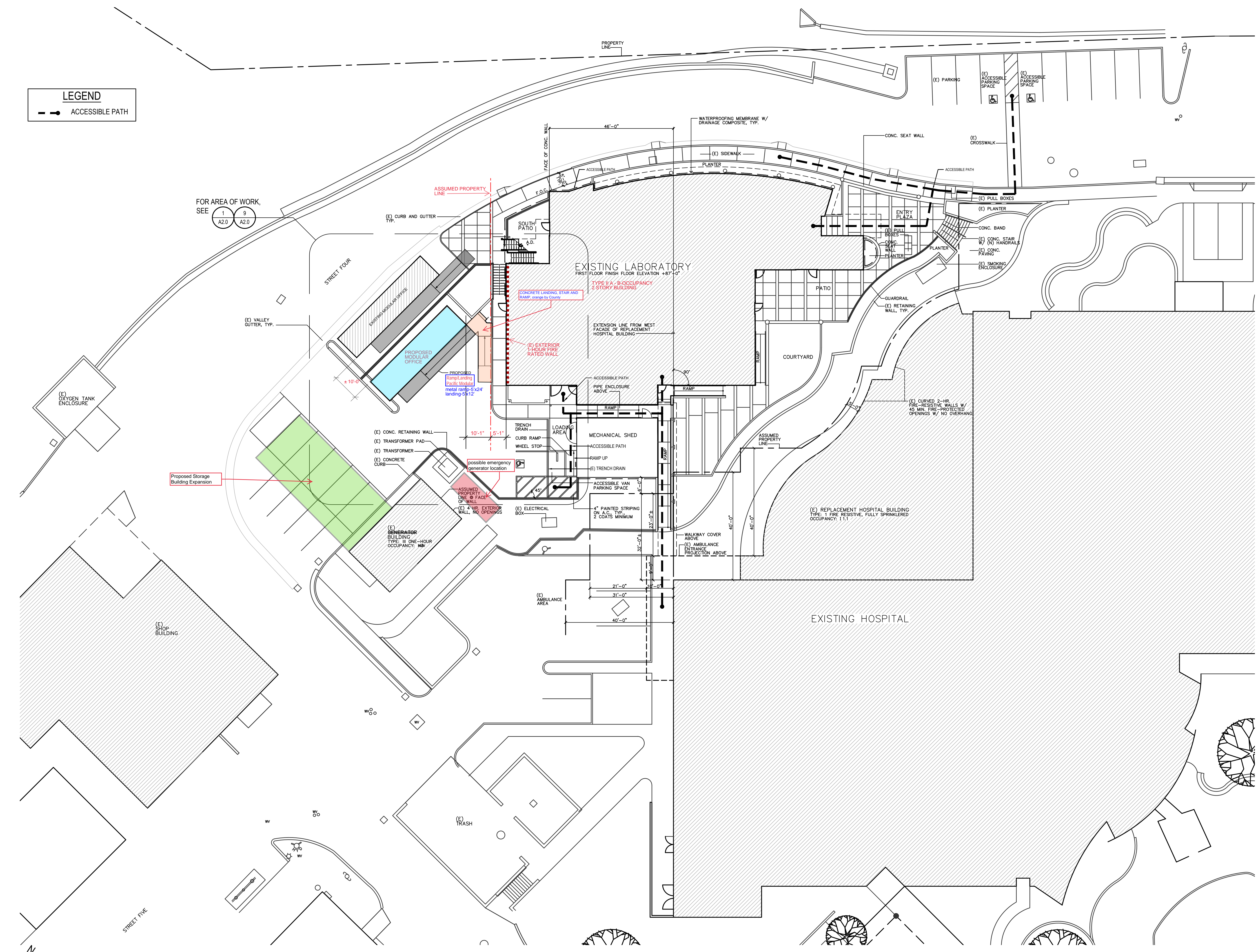
DRAWN: KC CHECKED: JM  
 DATE: SCALE: 1/16" = 1'-0"  
 KMA PROJECT NO.: 2116

SHEET NUMBER:

**A1.0**

**LEGEND**  
 —●— ACCESSIBLE PATH

FOR AREA OF WORK,  
 SEE  
 1 A2.0 9 A2.0



SITE PLAN  
 1/16" = 1'-0"  
 1

F:\2116-CCC\MODULAR\2116-Drawings\000-Sheets\2116-A1.0.dwg plotted Jan 18, 2022 - 10:46am



Retaining wall

ATTENTION  
This sign is placed  
to inform you of the  
presence of a retaining wall  
and to advise you of the  
potential for soil erosion  
and landslides. If you  
notice any signs of  
erosion or landslides,  
please contact the  
City of San Diego  
at (619) 457-2222.

NO  
PARKING



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: March 29, 2022

**Subject:** FY 2021/22 CERTIFICATION OF PROPOSITION 172 PUBLIC SAFETY SALES TAX MAINTENANCE OF EFFORT

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Administrator, or designee, to execute the Maintenance of Effort (MOE) Certification Form for Fiscal Year 2021/22 as required by Government Code section 30056 to receive Proposition 172 (public safety sales tax increment) funds, and to submit the Certificate to the County Auditor-Controller.

**FISCAL IMPACT:**

This MOE Certification is required by State statute as implemented by guidelines issued by the California State Controller. Failure to submit the required certification form would result in the loss of more than \$100 million in State Proposition 172 funds for the current fiscal year.

**BACKGROUND:**

This ½ cent sales tax was authorized in 1994 as a result of the 1993/94 state budget process. Proposition 172 (Senate Bill 509) designated that the ½ cent sales tax be deposited to newly-created state and local public safety trust funds and allocated to local agencies to fund public safety activities such as police, sheriff, fire, district attorney, county corrections, and ocean lifeguards. Court operations were explicitly excluded.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Paul Reyes, (925) 655-2049

By: , Deputy

cc:

BACKGROUND: (CONT'D)

To prevent supplantation of local revenues that would have otherwise been allocated to public safety functions with Proposition 172 sales tax, the Legislature enacted Assembly Bill 2788 as Chapter 886, Statutes of 1994, which added section 30056 to the Government Code. Government Code section 30056 requires a local agency to commit at least the same resources as were committed in FY 1992/93 (minus certain exclusions), adjusted each year by any growth in its Proposition 172 revenue, as maintenance of effort (MOE) in order to qualify to receive Proposition 172 (Public Safety Sales Tax).

Government Code section 30056 does not specifically define what is meant by “public safety services” and allows each county to make its own computation. In implementing the MOE on May 16, 1995, as indicated in the Certification Form, it was the County defined public safety as follows: District Attorney (Department 0242), Probation (Departments (0308, 0309, 0310), Public Defender (Department 0243), Sheriff-Coroner (Departments 0255, 0277, 0300, and 0359), and Inmate Medical Care (Department 0301). It should be noted that the definition of “public safety services” for computation of the MOE obligation does not in any way detract from the Board’s authority to designate those funds to whatever public safety department or service it chooses.

In 1993, the Board of Supervisors directed that all public safety sales tax proceeds will be allocated to the District Attorney and Sheriff departments. For the Fiscal Year 2021/22, the budget includes estimated Proposition 172 revenue of \$77.8 million to fund operations in the Sheriff’s Office and \$16.4 million to fund operations in the District Attorney’s Office.

<b>Fiscal Year</b>	<b>Amount</b>
2005/06 Actual	\$69,281,424
2006/07 Actual	\$67,318,904
2007/08 Actual	\$65,314,410
2008/09 Actual	\$57,641,994
2009/10 Actual	\$55,379,148
2010/11 Actual	\$60,388,430
2011/12 Actual	\$63,922,867
2012/13 Actual	\$67,178,163
2013/14 Actual	\$72,053,360
2014/15 Actual	\$74,736,241
2015/16 Actual	\$74,141,898
2016/17 Actual	\$77,499,977
2017/18 Actual	\$81,282,181
2018/19 Actual	\$84,460,701
2019/20 Actual	\$83,679,516
2020/21 Actual	\$93,672,378
2021/22 Budgeted	\$94,289,743

It has been determined that the adopted budget for the County-defined public safety services exceeded the County’s MOE obligation by more than \$203.9 million for FY 2021/22. The MOE calculation was computed pursuant to Government Code section 30056 and AB 2788. By authorizing the County Administrator to execute and submit the MOE Certification Form to the County Auditor-Controller, the Board will assure that the County will receive its full allotment of Proposition 172 funds for the current year.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to file the required certification will jeopardize the County's eligibility to receive public safety sales tax revenue.

ATTACHMENTS

FY 21-22 Prop 172 MOE Certification Form

FY 21-22 Prop 172 MOE Form A

FY 21-22 Prop 172 MOE Form C



Auditor-Controller  
CONTRA COSTA COUNTY  
AB2788 (Chapter 866/94)  
Maintenance of Effort Certification Form

Name of County: Contra Costa

Fiscal Year of Certification: 2021/22

AB2788 Maintenance of Effort (MOE) Calculation:

Line 1: Total Public Safety Adopted Budget (Amount of Line 4.1 from Form A)	<u>349,288,558.00</u>
Line 2: Public Safety MOE (Amount of Line 3.2 from Form A)	<u>145,386,096.17</u>
Line 3: Difference (Amount of Line 1 minus Line 2) Over/(Under) AB2788 MOE Requirements	<u>203,902,461.83</u>

(\*Enter this amount below.)

Certification Statement:

I hereby certify that the County of Contra Costa is over  
/under (please circle one) the AB2788 Maintenance of Effort requirements  
concerning the use of Proposition 172 revenues in the amount of  
\* 203,902,461.83 . Forms A and C are submitted in support of this  
calculation. Detailed records concerning this calculation are available  
upon request and will be retained.

Signature of County Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Form A: AB2788 MOE Calculation Worksheet

Contra Costa  
2021/22

Step #1: Public Safety Services as Previously Defined

In 1994/95, the County established their definition of public safety services consistent with Government Code Section 30052. Listed below are all departments included in this definition.

<b>District Attorney</b>	<b>Health Detention-Inmates</b>	<b>Probation</b>
<b>Public Defender</b>	<b>Sheriff (including Coroner)</b>	

Step #2: Growth Adjusted Base Year

The County determined the AB2788 base year amount in 1994/95 on Form B by using the 1992/93 adopted budget for all defined public safety departments.

Line 2.1: Total Base Year Forward (Adjusted AB2788 Base Amount from Prior Year Form A, Line 3.2)	<u>135,393,234.48</u>
---	-----------------------

Step #3: New Base Amount for Local Agency

AB2788 includes a growth factor provision equal to the previous years' growth in Proposition 172 revenues. The Auditor-Controller's Office will provide cities and counties with this amount. If appropriate, this amount should be added to the AB2788 Base Year.

Line 3.1: Growth Amount	<u>9,992,861.69</u>
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Line 3.2: Total Base Amount for Local Agency (Total of lines 2.1 and 3.1)	<u>145,386,096.17</u>
--	-----------------------

Step #4: Determine AB2788 Public Safety Budget for Certification Year

The County should determine the AB2788 Public Safety Budget for the Certification year. The same departments and adjustments that were included in the AB2788 base year calculation have been entered on Form C. Please complete Form C to provide the following:

Line 4.1: Total AB2788 Public Safety Budget	<u>349,288,558.00</u>
---	-----------------------

Step #5: AB2788 Maintenance of Effort (MOE) Calculation

Please complete the AB2788 Certification Form using the above information. The calculation would be as follows:

Line 1 of the Certification Form	Take the amount of Line 4.1, Form A
Line 2 of the Certification Form	Less the amount of Line 3.2, Form A
Line 3 of the Certification Form	Equals the amount over/(under) AB2788 MOE requirement.

**CONTRA COSTA COUNTY**

Please complete the following Form to calculate the AB2788 MOE base year. Describe all AB2788 adjustments in the space provided below.

Public SAGety Department	Certification Year Adopted Budget	AB 2788 Adjustments										Adjusted AB2788 Certification Year
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
District Attorney (0242)	48,948,004	60,000	10,000	7,745,659	620,000		200,000		1,869,000			38,443,345
Probation (0308)	48,052,609			17,945,162						183,900		29,923,547
Probation (0309)	30,187,000			12,972,450								17,214,550
Probation (0310)	7,764,000							1,975,000				5,789,000
Public Defender (0243)	36,786,509	0		6,092,985								30,693,524
Sheriff (0255)	140,648,002	0	150,000	3,440,553		4,985,216	27,052,253					105,019,980
Sheriff Contract Services (0277)	18,526,001					18,826,001						-300,000
Sheriff Detention (0300)	95,881,999	2,691,000		10,610,272						280,115		82,300,612
Sheriff-Coroner (0359)	3,678,999											3,678,999
Hlth Detention Inmates (0301)	36,525,001	0										36,525,001
<b>Total</b>	<b>466,998,124</b>	<b>2,751,000</b>	<b>160,000</b>	<b>58,807,081</b>	<b>620,000</b>	<b>23,811,217</b>	<b>27,252,253</b>	<b>1,975,000</b>	<b>1,869,000</b>	<b>464,015</b>	<b>0</b>	<b>349,288,558</b>

Enter amount on Form A, Line 4.1

AB2788 MOE Adjustments:

Comments:

- (1) Fixed Assets, Lease Purchases & Debt Service
- (2) POST
- (3) Grants
- (4) Transfers/Recording Fees for Real Estate Fraud
- (5) Court Security, Hospital Security, EHS Security
- (6) Contracts with Other Jurisdictions
- (7) State Aid & Fed Aid Placement
- (8) Narcotics, Environmental, Fraud Forfeitures/Damages
- (9) STC Reimbursement

Completed By: Paul Reves, Senior Deputy County Administrator

Phone: (925) 655-2049

Date: 3/22/2022



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 29, 2022

Subject: Payment for Supplies Provided by Linde Gas & Equipment Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE, the Auditor-Controller, to pay an amount up to \$65,206 to Linde Gas & Equipment Inc. for medical gases and supplies provided to Contra Costa Regional Medical Center (CCRMC) and Health Centers during the period October 12, 2021 through February 28, 2022.

**FISCAL IMPACT:**

Approval of this action will result in a one-time expenditure of up to \$65,206 and will be covered by the American Rescue Plan Act (ARPA) funding.

**BACKGROUND:**

CCRMC and Health Centers require liquid oxygen, compressed medical air, nitrogen, nitrous oxide, carbon dioxide, nitrogen liquid and cylinder gases for several departments to function and meet patient needs. Due to the onset of the pandemic, the need for extra rooms and the use of medical gases for patients on High Flow Oxygen has increased. It is unknown how long the surge of increased usage will continue. CCRMC has been using this vendor since 2007. On October 12, 2021, Praxair Inc. changed their name to Linde Gas & Equipment Inc. and the existing purchase order for Praxair Inc. could no longer be used to issue payment for these supplies.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Ronny Leffel, 925-550-2299

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Due to the aforementioned change the vendor was not paid by CCRMC for supplies provided in good faith. Therefore, CCRMC has determined that Linde Gas & Equipment Inc. is entitled to payment for the value of the supplies provided under the equitable relief theory of quantum meruit. The theory provides that where a vendor has been asked to provide products or services without a valid purchase order, and the vendor does so to the benefit of the recipient, the vendor is entitled to recover the reasonable value of those products or services.

CONSEQUENCE OF NEGATIVE ACTION:

If this board order is not approved, CCRMC and Health Centers will be unable to pay for essential supplies provided by the vendor in good faith.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 29, 2022

**Subject:** County ownership of former Los Medanos Community Healthcare District property, Pittsburg area.

---

**RECOMMENDATION(S):**

AUTHORIZE the Chair of the Board of Supervisors to execute a grant deed formalizing the County's ownership of the former Los Medanos Community Healthcare District property in Pittsburg, and AUTHORIZE the Public Works Director, or designee, to take any and all actions necessary to complete the acceptance of the property.

**FISCAL IMPACT:**

No fiscal impact. The purpose of this action is to enable a record of the transfer of real property to be recorded with the County Recorder.

**BACKGROUND:**

**Dissolution of the District**

On July 10, 2018, this Board adopted Resolution No. 2018/218, authorizing the County Administrator to submit to the Contra Costa Local Agency Formation Commission (LAFCO) an amended application for the dissolution of the Los Medanos Community Healthcare District (District). On September 12, 2018, LAFCO adopted Resolution No. 17-13B approving dissolution of the District. The adoption of the resolution triggered a protest period, during which voters could petition to place the District's dissolution on the ballot at a future election. The protest period ended November 30, 2018.

On January, 9, 2019, having determined that an insufficient number of protests had been submitted for an election on the District's dissolution, LAFCO ordered the dissolution of the District without confirmation of the voters. The District sued LAFCO and the County to block the dissolution. In December 2021, the Court of Appeal found in favor of the County and LAFCO, ruling that an election was not required to dissolve the District. On March 9, 2022, the California Supreme Court denied the District's petition for review of the Court of Appeal decision.

On March 9, 2022, LAFCO recorded its certificate of completion with the County Recorder and filed a copy of the certificate with the Board of Equalization. With these actions, the District has been formally dissolved in accordance with the terms of LAFCO Resolution No. 17-13B.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/29/2022**  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: March 29, 2022

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

Contact: Jessica Dillingham, 925.957-2453

By: , Deputy

BACKGROUND: (CONT'D)

In accordance with the terms of LAFCO Resolution No. 17-13B, upon the dissolution of the District, the County assumed all of the District's rights and obligations. In addition, all of the assets, rights and responsibilities of the District were transferred to the County as the successor to the District.

Real Property

As a result of the actions taken by LAFCO, the County is now the owner of the real property located at 2311 Loveridge Road, Pittsburg. The County operates the Pittsburg Health Clinic at the site. To ensure that the County's ownership of the property is reflected in the chain of title, a grant deed that includes a legal description of the property will be executed by the Chair and recorded in the County's official records.

CONSEQUENCE OF NEGATIVE ACTION:

The County's ownership of the real property will not be reflected in the chain of title for the property.

ATTACHMENTS

Grant Deed

Recorded at the request of:  
Contra Costa County

When Recorded Return and Mail  
Tax Statements to:  
Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Prin. Real Property Agent

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

Assessor's Parcel No.: 088-161-028

### GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, the County of Contra Costa, acting as the successor agency to the Los Medanos Community Healthcare District (Formerly Known as Los Medanos Community Hospital District), a health care district organized under the laws of the State of California, hereby grants to the County of Contra Costa, a political subdivision of the State of California, the following described real property in the City of Pittsburg, County of Contra Costa, State of California:

**2311 Loveridge Road, in the City of Pittsburg, County of Contra Costa, and legally described as follows: Parcel A, as shown on the parcel map, M.S. No. 679-96 filed May 29, 1997 in Book 171 of Parcel Maps, Page 18, Contra Costa County Records; APN 088-161-028.**

COUNTY OF CONTRA COSTA, A POLITICAL SUBDIVISION  
OF THE STATE OF CALIFORNIA, ACTING AS THE  
SUCCESSOR AGENCY

Dated \_\_\_\_\_

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