

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

As permitted by Government Code section 54953 (e), and in accordance with the County Public Health Officer's recommendations for virtual meetings and social distancing, Board members may participate in the meeting remotely. The Board meeting will be accessible in-person, via television, and via live-streaming to all members of the public. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov.

Persons who wish to address the board during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing **888-278-0254** followed by the access code **843298#**. A caller should indicate they wish to speak on an agenda item, by pushing "#2" on their phone. Access via Zoom is also available using the following link: <https://ccccounty-us.zoom.us/j/87344719204>. Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. To provide contact information, please contact Clerk of the Board at clerkoftheboard@cob.cccounty.us or call 925-655-2000.

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 commenters.

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

AGENDA
August 9, 2022

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

Closed Session

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

1. Agency Negotiators: Monica Nino.

Employee Organizations: 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; and Teamsters Local 856.

2. Agency Negotiators: Monica Nino.

Unrepresented Employees: All unrepresented employees.

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

1. *Kenneth Hutton v. Contra Costa County*, WCAB No. ADJ13947162

C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Initiation of litigation pursuant to Gov. Code, § 54956.9(d)(4): [One potential case]

D. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

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

Inspirational Thought- *"This is a wonderful day. I've never seen this one before."* ~Maya Angelou

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.65 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

DISCUSSION ITEMS

- D.1** CONSIDER waiving the 180-day sit-out period for James Stein, retired County Surveyor in the Public Works Department, FIND that the appointment of Mr. Stein is necessary to provide staff augmentation and support in the Public Works Department; and APPROVE and AUTHORIZE the hiring of Mr. Stein as a temporary employee for the period August 22, 2022 through June 30, 2023. (Brian M. Balbas, Public Works Director)
- D.2** CONSIDER accepting an update on the topic of Sheriff oversight, approving a regular reporting structure, and PROVIDE direction to staff. (Paul Reyes, Senior Deputy County Administrator & David Livingston, Sheriff-Coroner)
- D.3** RECEIVE a report on the Head Start Program Performance Summary from the Employment & Human Services Department and AUTHORIZE the Board Chair to approve and sign the Quality Improvement Plan. (Marla Stuart, Employment and Human Services Director)

D.4 ACCEPT update on COVID-19 and briefing on Monkeypox; and PROVIDE direction to staff. (Erika Jenssen, Deputy Director and Dr.Ori Tzvieli, Public Health Officer)

D. 5 CONSIDER Consent Items previously removed.

D. 6 PUBLIC COMMENT (2 Minutes/Speaker)

D. 7 CONSIDER reports of Board members.

Closed Session

ADJOURN

CONSENT ITEMS

Road and Transportation

- C. 1** ADOPT Resolution No. 2022/265 approving and authorizing the Public Works Director, or designee, to fully close a portion of Hillgrade Avenue between Lunada Lane and Crest Avenue, from 8:00 a.m. to 3:00 p.m. on both September 20, 2022 and September 21, 2022, for the purpose of replacing a pole and installing a switch, Alamo area. (No fiscal impact)
- C. 2** ACCEPT the 2022 Semi-Annual Report of Real Estate Acquisition Acceptances dated January 1, 2022 through June 30, 2022, approved by the Public Works Director as submitted, San Pablo, Danville, North Richmond, and Pittsburg areas. (No fiscal impact)
- C. 3** AUTHORIZE the Public Works Director, or designee, to advertise for the 2023 Street Sweeping Services Contract, to provide routine street sweeping services for curbed streets within unincorporated Contra Costa County, Countywide. (100% Local Road Funds)
- C. 4** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Dokken Engineering in an amount not to exceed \$800,000 to provide on-call civil engineering services for the period August 9, 2022 through August 9, 2025, Countywide. (100% Local Road and Flood Control Funds)
- C. 5** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Wood Rodgers, Inc., in an amount not to exceed \$800,000 to provide on-call civil engineering services for the period August 9, 2022 through August 9, 2025, Countywide. (100% Local Road and Flood Control Funds)

- C. 6** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Quincy Engineering, Incorporated in an amount not to exceed \$800,000 to provide on-call civil engineering services for the period August 9, 2022 through August 9, 2025, Countywide. (100% Local Road and Flood Control Funds)
- C. 7** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with HDR Engineering, Inc., in an amount not to exceed \$800,000 to provide on-call civil engineering services for the period August 9, 2022 through August 9, 2025, Countywide. (100% Local Road and Flood Control Funds)
- C. 8** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Dewberry Engineers Inc., in an amount not to exceed \$800,000 to provide on-call civil engineering services for the period August 9, 2022 through August 9, 2025, Countywide. (100% Local Road and Flood Control Funds)
- C. 9** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Nichols Consulting Engineers, CHTD. (dba NCE) in an amount not to exceed \$800,000 to provide on-call civil engineering services for the period August 9, 2022 through August 9, 2025, Countywide. (100% Local Road and Flood Control Funds)
- C. 10** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Mark Thomas & Company, Inc., in an amount not to exceed \$800,000 to provide on-call civil engineering services for the period August 9, 2022 through August 9, 2025, Countywide. (100% Local Road and Flood Control Funds)
- C. 11** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Biggs Cardosa Associates, Inc., in an amount not to exceed \$800,000 to provide on-call structural engineering services for the period August 9, 2022 through August 16, 2025, Countywide. (100% Local Road and Flood Control Funds)
- C. 12** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with AECOM Technical Services, Inc., in an amount not to exceed \$800,000 to provide on-call civil engineering services for the period August 9, 2022 through August 9, 2025, Countywide. (100% Local Road and Flood Control Funds)

Special Districts & County Airports

- C. 13** Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a cooperative agreement to provide funding in the amount of \$20,000 for the Shared Deployment of Precipitation Forecasting System with Sonoma County Water Agency, East Bay Municipal Utility District, Alameda County Flood Control and Water Conservation District, Alameda County Water District, East Bay Dischargers Authority, and Alameda County Flood Control and Water Conservation District - Zone 7 for the term August 9, 2022, to December 31, 2023, Countywide. (100% Flood Control District Funds)

Claims, Collections & Litigation

- C. 14** RECEIVE report concerning the final settlement of Oscar Aranda, Jr. vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$100,000 as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund)
- C. 15** DENY claims filed by Sandy G. Heintz, Brittanie Leaea (2), and State Farm Mutual, a subrogee of Emily Lopez.

Statutory Actions

- C. 16** ACCEPT Board members meeting reports for July 2022.

Appointments & Resignations

- C. 17** REAPPOINT Melissa Jacobson to Seat 1, David Yuers to Seat 2, Anthony Geisler to Seat 3, and Carol Jensen to Seat 4 on the Historical Landmarks Advisory Committee for terms ending August 12, 2026, as recommended by Director of Conservation and Development and the Contra Costa County Historical Society.

Personnel Actions

- C. 18** ADOPT Position Adjustment Resolution No. 26009 to add three Substance Abuse Counselor (represented) positions in the Health Services Department. (50% General Fund, 50% Youthful Offenders Block Grant)
- C. 19** ADOPT Position Adjustment Resolution No. 26004 to add one Network Administrator II (represented) position in the Conservation and Development Department. (100% Land Development Fund)

- C. 20 ADOPT Position Adjustment Resolution No. 26008 to increase the hours of one Mental Health Community Support Worker II (represented) position from part-time 36/40 to full-time, in the Health Services Department. (100% Mental Health Services Act)

Leases

- C. 21 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with Systron Business Center, LLC, for approximately 23,258 square feet in the building located at 2731 Systron Drive, Suite 250, Concord, for a ten-year term for the Health Services Department – Public Health group, at an initial annual rent of \$652,490 for the first year with annual increases thereafter, plus a share of landlord’s operating expenses beginning in 2024. (100% Health Services Health Plan - Enterprise Fund II)
- C. 22 APPROVE and AUTHORIZE the County Librarian, or designee, to execute a library lease and service agreement with the City of Clayton to authorize the County’s operation of the library located at 6125 Clayton Road in Clayton, as recommended by the Public Works Director. (No fiscal impact)
- C. 23 ACCEPT the 2022 Semi Annual Report of Real Estate Delegation of Leases and Licenses dated January 1, 2022 through June 30, 2022, as recommended by the Public Works Director, Countywide. (No fiscal impact)
- C. 24 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with Systron Business Center, LLC, for approximately 8,741 square feet in the building located at 2731 Systron Drive, Suite 200, Concord, for a ten-year term for the Health Services Department - Women, Infant, and Children (WIC) group, at an initial annual rent of \$251,741 for the first year with annual increases thereafter, plus a share of landlord’s operating expenses beginning in 2024. (100% WIC Program)

Grants & Contracts

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

- C. 25 APPROVE and AUTHORIZE the Health Services Director, or designee, to accept non-competitive funding from the California Department of Social Services in an amount up to \$4,428,017, to participate in the Community Care Expansion Preservation Funds Program, for the preservation of licensed residential adult and senior care facilities serving applicants or recipients of Supplemental Security Income/State Supplementary Payment or Cash Assistance Program for Immigrants, including those who are experiencing or at risk of homelessness. (100% State; \$323,828 County match)

- C. 26** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement with the California Department of Education to accept funding in an amount not to exceed \$16,424,131 for State Preschool services for the period July 1, 2022 through June 30, 2023. (100% State)
- C. 27** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement with the California Department of Education to accept funding in an amount not to exceed \$27,500 for prekindergarten and family literacy program support services for the period July 1, 2022 through June 30, 2023. (100% State)
- C. 28** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Public Health Foundation Enterprises, Inc. (dba Heluna Health), to extend the term through September 22, 2023 with no change in the amount payable to the County for the provision of Public Health Laboratory Director training and participation in the Continuity of Operations Plan for state-wide COVID emergency testing. (No County match)
- C. 29** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept grant funding in an amount up to \$1,449,700 from the California Department of Aging for the Access to Technology Program to provide digital connectivity for older adults and adults with disabilities for the period October 1, 2022 through December 31, 2024. (100% State)
- C. 30** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Public Health Foundation Enterprises, Inc., (dba Heluna Health), to extend the term through October 31, 2022 for continued COVID-19 and respiratory viral panel testing for the Community Sentinel Surveillance Project with no change to the amount payable to the County. (No County match required)
- C. 31** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board to apply for and accept the High-Roads Training Partnership grant from the California Workforce Development Board in an amount not to exceed \$1,000,000 to develop and implement an EMT/Paramedic Apprenticeship Program for under-served communities of color, for the period April 1, 2023 through March 31, 2025. (100% Federal)

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

- C. 32** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Diablo Valley Pediatric Medical Group, Inc., in an amount not to exceed \$6,000,000 to provide pediatric primary care services to Contra Costa Health Plan members and County recipients for the period September 1, 2022 through August 31, 2025. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 33** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an assignment and assumption of contract and consent with Zeiger Engineering, Inc. and Natron Resources, Inc. (dba Zeiger Engineers, Inc.), for on-call electrical engineering services for various County projects, with no change to the contract term or payment limit, Countywide. (No fiscal impact)
- C. 34** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Skanska USA Building Inc., in an amount not to exceed \$3,000,000 to provide master planning and construction management services for the period August 9, 2022 through August 9, 2027, Martinez area. (100% Measure X Funds)
- C. 35** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with LSA Associates, Inc., effective August 12, 2022, to increase the payment limit by \$200,000 to a new payment limit of \$550,000 for on-call environmental services, with no change to the term, Countywide. (45% Flood Control Funds, 45% Local Road and Transportation Funds, 6% Capital Project Funds, 4% Airport Enterprise Funds)
- C. 36** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with ICF Jones & Stokes, Inc., effective August 16, 2022, to increase the payment limit by \$200,000 to a new payment limit of \$550,000 for on-call environmental services, with no change to the term, Countywide. (45% Flood Control Funds, 45% Local Road and Transportation Funds, 6% Capital Project Funds, 4% Airport Enterprise Funds)
- C. 37** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with HELIX Environmental Planning, Inc., effective August 12, 2022, to increase the payment limit by \$200,000 to a new payment limit of \$550,000 for on-call environmental services, with no change to the term, Countywide. (45% Flood Control Funds, 45% Local Road and Transportation Funds, 6% Capital Project Funds, 4% Airport Enterprise Funds)
- C. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with We Care Services for Children, in an amount not to exceed \$2,594,050 to provide mental health services for high risk, delayed or severely emotionally disturbed children in Central Contra Costa County for the period July 1, 2022 through June 30, 2023, including a six-month automatic extension through December 31, 2023 in an amount not to exceed \$1,297,025. (50% Federal Medi-Cal, 50% Mental Health Realignment)

- C. 39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with La Cheim School, Inc., in an amount not to exceed \$2,826,846 to provide school-based and residential treatment program services and mental health and Therapeutic Behavioral Services to seriously emotionally disturbed youth and their families in West County for the period July 1, 2022 through June 30, 2023, including a six-month automatic extension through December 31, 2023 in an amount not to exceed \$1,413,423. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C. 40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with A Better Way, Inc., in an amount not to exceed \$700,000 to provide mental health services for the period July 1, 2022 through June 30, 2023, including a six-month automatic extension through December 31, 2023 in an amount not to exceed \$350,000. (50% Federal Medi-Cal, 50% Employment and Human Services Department)
- C. 41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Child Therapy Institute of Marin, in an amount not to exceed \$1,200,100 to provide mental health services to seriously emotionally disturbed children and their families in East and West Contra Costa County for the period July 1, 2022 through June 30, 2023, including a six-month automatic extension through December 31, 2023 in an amount not to exceed \$600,050. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Paradise Adolescent Homes, Inc., in an amount not to exceed \$242,000 to provide a Short Term Residential Therapeutic Program for seriously emotionally disturbed youth in Contra Costa County for the period July 1, 2022 through June 30, 2023, including a six-month automatic extension through December 31, 2023 in an amount not to exceed \$121,000. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Brown Miller Communications, Inc., in an amount not to exceed \$275,000 to provide consultation, technical assistance and strategic planning with regard to communications for the period September 1, 2022 through August 31, 2023. (60% Federal emergency funds, 40% Hospital Enterprise Fund I)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount not to exceed \$466,840 to provide community-based mental health services for seriously emotionally disturbed children and youth for the period July 1, 2022 through June 30, 2023, including a six-month automatic extension through December 31, 2023 in an amount not to exceed \$233,420. (50% Federal Medi-Cal, 50% Mental Health Realignment)

- C. 45** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order amendment with Walnut Creek Ford Inc., effective August 1, 2022, to increase the payment limit by \$161,000 to a new payment limit of \$400,000 and extend the term through December 31, 2023, for vehicle parts and accessories, Countywide. (100% Fleet Internal Service Fund)
- C. 46** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order amendment with Southern Counties Fuels, effective August 1, 2022, to increase the payment limit by \$650,000 to a new payment limit of \$3,250,000, for fuel, with no change to the term, Countywide. (100% Fleet Internal Service Fund)
- C. 47** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Performance Marine Specialties, Inc., in an amount not to exceed \$450,000 to provide maintenance and repair services of patrol and service boats, for the period August 1, 2022 through July 31, 2025, Countywide. (100% General Fund)
- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Nicolle Napier-Ionascu PsyD, A Psychological Corporation (dba Diablo Valley Neuropsychology), in an amount not to exceed \$300,000 for neuropsychology testing services at Contra Costa Regional Medical Center and Health Centers for the period August 1, 2022 through July 31, 2025. (100% Hospital Enterprise Fund I)
- C. 49** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order amendment with AGFA Healthcare Corporation, to increase the payment limit by \$130,252 to a new payment limit of \$260,505 to provide software support services, with no change to the original term. (100% Hospital Enterprise Fund I)
- C. 50** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Information Officer, Department of Information Technology, a purchase order with General Datatech, L.P. in an amount not to exceed \$800,000 for the purchase of equipment to upgrade the primary and back-up Palo Alto Networks Firewall units at the County's primary data center. (100% General Fund)
- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with KAN-DI-KI, LLC (dba TridentCare), in an amount not to exceed \$100,000 to provide on-site diagnostic imaging services at the Martinez Adult Detention Facility and the West County Detention Facility in Richmond for the period September 1, 2022 through August 31, 2025. (100% County General Fund)

- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Desarrollo Familiar, Inc. (dba Familias Unidas), in an amount not to exceed \$743,116 to provide community-based mental health services for the period July 1, 2022 through June 30, 2023, including a six-month automatic extension through December 31, 2023 in an amount not to exceed \$371,558. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C. 53** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Managed Health Network, in an amount not to exceed \$54,480 to provide counseling services to Sheriff-Coroner employees for the period October 1, 2022 through September 30, 2023. (100% General Fund)
- C. 54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Aspiranet, in an amount not to exceed \$595,950 to provide therapeutic behavioral services for children and young adults with high-risk behavior for the period July 1, 2022 through June 30, 2023, including a six-month automatic extension through December 31, 2023 in an amount not to exceed \$272,975. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C. 55** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a purchase order with Cellebrite Inc. in the amount of \$49,134 for the purchase of mobile forensic hardware, software, training, and support for the period July 1, 2022 through June 30, 2025. (100% Sheriff budgeted)
- C. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Norman B. Livermore, III, M.D. (dba Norman B, Livermore, III, M.D., F.A.C.S), in an amount not to exceed \$300,000 for orthopedic surgery services for Contra Costa Health Plan members for the period October 1, 2022 through September 30, 2025. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 57** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with General Datatech, L.P., in an amount not to exceed \$550,000 for high-speed broadband networking equipment for the period August 15, 2022 through August 14, 2023. (100% California State Library grant, Library Fund)
- C. 58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Taraneh Mostaghassi, M.D., Inc., in an amount not to exceed \$3,300,000 to provide pediatric primary care services to Contra Costa Health Plan members and County recipients for the period September 1, 2022 through August 31, 2025. (100% Contra Costa Health Plan Enterprise Fund II)

Other Actions

- C. 59** ADOPT Resolution No. 2022/268 accepting as complete the contracted work performed by GradeTech Inc., for the Ygnacio Valley Library Parking Lot and ADA Improvement Project, as recommended by the Public Works Director, Walnut Creek Area. (No fiscal impact)
- C. 60** APPROVE amendments to the List of Designated Positions of the Office of the Sheriff's Conflict of Interest Code, as recommended by the County Counsel.
- C. 61** APPROVE and AUTHORIZE the Animal Services Department Director, or designee, to accept the donation of two trailers and supplies from the American Kennel Club Animal Recovery Corporation (AKC Reunite) Canine Support and Relief Fund.
- C. 62** APPROVE and AUTHORIZE the Public Works Director, or designee, to advertise the Miller Wellness Center – Crisis Stabilization Unit, 25 Allen Street, Martinez Project. (100% California Health Facilities Financing Authority)
- C. 63** APPROVE and AUTHORIZE the County Librarian, or designee, to close the Kensington Library from August 29, 2022 until September 12, 2022 for roof repairs. (100% Measure X; Library Fund)
- C. 64** AUTHORIZE the Auditor-Controller to pay Spin Recruitment, Inc., in an amount not to exceed \$61,616 for advertising services provided in good faith for the Health Services Department's Personnel Unit during the period December 1, 2021 through March 31, 2022, as recommended by the Health Services Director. (100% Hospital Enterprise Fund I)
- C. 65** ACCEPT the fiscal year 2021/22 4th Quarter report on the American Rescue Plan revenues and expenditures through June 30, 2022, as recommended by the County Administrator.

GENERAL INFORMATION

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

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

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

adopt.

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

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 655-2000.

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

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

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www.contracosta.ca.gov

STANDING COMMITTEES

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

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

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

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

The **Internal Operations Committee** (Supervisors Diane Burgis and Candace Andersen) meets on the second Monday of the month at 10:30 a.m. in Room 110, County Administration Building,

1025 Escobar Street, Martinez.

The **Legislation Committee** (Supervisors Diane Burgis and Karen Mitchoff) meets on the second Monday of the month at 1:00 p.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

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

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

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

Airports Committee	September 14, 2022	11:00 a.m.	See above
Family & Human Services Committee	August 22, 2022 Canceled Next meeting September 26, 2022	9:00 a.m.	See above
Finance Committee	Sept. 5, 2022 Canceled Special Meeting Sept. TBD	9:00 a.m.	See above
Hiring Outreach Oversight Committee	September 26, 2022	10:30 a.m.	See above
Internal Operations Committee	September 12, 2022	10:30 a.m.	See above
Legislation Committee	September 12, 2022	1:00 p.m.	See above
Public Protection Committee	August 22, 2022 Canceled Next meeting September 26, 2022	10:30 a.m.	See above
Sustainability Committee	September 19, 2022	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	September 12, 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
CCCPCFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCPCFD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCPCFD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee

EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Virus
HOME Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households
HOPWA Housing Opportunities for Persons with AIDS Program
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IHSS In-Home Supportive Services
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
LVN Licensed Vocational Nurse
MAC Municipal Advisory Council
MBE Minority Business Enterprise
M.D. Medical Doctor
M.F.T. Marriage and Family Therapist
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
OB-GYN Obstetrics and Gynecology
O.D. Doctor of Optometry
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
ORJ Office of Reentry and Justice
OSHA Occupational Safety and Health Administration

PACE Property Assessed Clean Energy
PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
Psy.D. Doctor of Psychology
RDA Redevelopment Agency
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
RN Registered Nurse
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCHD West Contra Costa Healthcare District
WCCTAC West Contra Costa Transportation Advisory Committee



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Temporary Hire of County Retiree - Waiver of 180-day "sit-out" period.

RECOMMENDATION(S):

1. CONSIDER waiving the 180-day "sit-out" period for Mr. James Stein, in the Public Works Department;
2. FIND that the appointment of Mr. Stein as a temporary County employee is necessary to provide staff augmentation and support for a critically needed position; and
3. APPROVE AND AUTHORIZE the hiring of retiree, Mr. Stein, as a temporary employee for the period of August 22, 2022 through June 30, 2023, as recommended by the Public Works Director.

FISCAL IMPACT:

Salary costs are included in the Department's operating budget. There will be salary and employment tax payments for the hours provided of approximately \$70,000 for up to 960 hours per fiscal year. These costs will be offset by savings due to the vacancy of the permanent position.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Brian M. Balbas (925)313-2201

By: , Deputy

BACKGROUND:

The Public Employee's Pension Reform Act of 2013 requires that active members who retire on or after January 1, 2013, must wait 180 days after retirement before returning to work as a temporary employee. The Act also allows the Board, based on findings that the appointment is necessary to fill critically needed positions, to waive the 180-day "sit-out" period.

Mr. James Stein retired from the Public Works Department on July 30, 2022 after over 24 years of service. He retired from the position of the County Surveyor, which is a single position class that fulfills statutory requirements of the Professional Land Surveyors Act. As the County Surveyor, Mr. Stein managed the Surveys Section that provides map review, right of way engineering, and field surveys function of the Department. He also supervised the Senior Land Surveyors, provided direction to professional and technical staff, and performed related tasks as required in that position.

The Department has been working on a succession planning effort and is in the process of recruiting for the County Surveyor position. Unfortunately, on a statewide level, there has been a limited amount of qualified professional land surveyors with the expertise and experience required in this position. Due to the complexities of this job and in the interim, Mr. Stein's expertise, experience, and institutional knowledge are critical in our Department's succession planning, training the next appointed County Surveyor and recently hired Senior Land Surveyors, and assisting in continuing to provide the Department's surveying services. The Department intends to have Mr. Stein assist the Surveys Unit of the Department in this position until the recruitment to backfill for the County Surveyor position is completed.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to receive Board approval will result in a negative impact on the Department's ability to provide the surveying services.

Contra
Costa
County



To: Board of Supervisors
From: PUBLIC PROTECTION COMMITTEE
Date: August 9, 2022

Subject: Sheriff Oversight

RECOMMENDATION(S):

1. ACCEPT an update on the topic of Sheriff oversight;
2. CONSIDER approving a regular reporting structure for the Sheriff's Office as recommended by the Public Protection Committee; and
3. PROVIDE direction to staff.

FISCAL IMPACT:

No fiscal impact related to today's item. However, there could be additional costs depending on the direction given to staff. Further analysis of the cost would be required.

BACKGROUND:

Public Protection Committee Discussion

In April and May 2022, the Public Protection Committee discussed the topic of Sheriff oversight, including discussion of the following:

1. Board of Supervisors authority pursuant to Government Code 25303;
2. Assembly Bill 1185;
3. Actions of other San Francisco Bay Area counties; and
4. A proposed reporting structure for the Sheriff's Office.

BOS Authority – Government Code Section 25303

Government Code (GC) Section 25303 requires the Board of Supervisors to supervise the official conduct of all county officers and ensure that they faithfully perform their duties. This code section also states that the Board of Supervisors shall not obstruct the investigative function of the Sheriff. The full text of GC Section 25303 is included as Attachment A.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Paul Reyes, 925-665-2049

By: , Deputy

BACKGROUND: (CONT'D)

AB 1185

Assembly Bill 1185, which became effective January 1, 2021, added Section 25303.7 to the Government Code. That section authorizes the County to establish a Sheriff oversight board and/or an inspector general to assist the Board of Supervisors with its duties required pursuant to GC Section 25303 that relate to the Sheriff. Creation of a Sheriff oversight board and/or an inspector general would require either action of the Board of Supervisors or a vote of County residents. The bill also authorizes the chair of an oversight board and/or an inspector general to issue a subpoena when deemed necessary to investigate a matter within the jurisdiction of the oversight board or the inspector general. Section 25303.7 also provides that the exercise of powers under Section 25303.7 shall not be considered to obstruct the investigative functions of the Sheriff.

The full text of Assembly Bill 1185 is included as Attachment B.

Actions by Other Bay Area Counties

In reviewing the actions of neighboring counties, four out of nine counties have established an Inspector General or a Sheriff oversight board. Two counties appear to be in the process of establishing an Inspector General and/or a Sheriff oversight board. One county requested the Sheriff, County Administrator, and the Chair of the Board of Supervisors to work on the formation of a community forum and requested that the Sheriff identify areas where members of the public can participate in established committees. The remaining two counties have taken no action. A summary of these actions is included as Attachment C.

Proposed Sheriff Reporting

To improve the communication between the Sheriff's Office, the Board of Supervisors, and the community, and to provide greater transparency, the County Administrator's Office and the Sheriff's Office developed a framework for a quarterly "Oversight Report" to the PPC and/or the Board of Supervisors. These quarterly reports would provide an update regarding the activities of the Sheriff's Office and allow for questions and public discussion of operational issues. The areas that would be covered include custody services, field operations, support services, and administration. The Sheriff's Office will provide a presentation on the proposed reporting parameters. The Sheriff's Office's presentation is included as Attachment D.

ATTACHMENTS

Attachment A - Gov Code Section 25303

Attachment B - Assembly Bill 1185

Attachment C - Summary of Actions by Local Counties

Attachment D - Sheriff's Presentation

Attachment E - CAO Presentation

State of California

GOVERNMENT CODE

Section 25303

25303. The board of supervisors shall supervise the official conduct of all county officers, and officers of all districts and other subdivisions of the county, and particularly insofar as the functions and duties of such county officers and officers of all districts and subdivisions of the county relate to the assessing, collecting, safekeeping, management, or disbursement of public funds. It shall see that they faithfully perform their duties, direct prosecutions for delinquencies, and when necessary, require them to renew their official bond, make reports and present their books and accounts for inspection.

This section shall not be construed to affect the independent and constitutionally and statutorily designated investigative and prosecutorial functions of the sheriff and district attorney of a county. The board of supervisors shall not obstruct the investigative function of the sheriff of the county nor shall it obstruct the investigative and prosecutorial function of the district attorney of a county.

Nothing contained herein shall be construed to limit the budgetary authority of the board of supervisors over the district attorney or sheriff.

(Amended by Stats. 1977, Ch. 599.)

Assembly Bill No. 1185

CHAPTER 342

An act to add Section 25303.7 to the Government Code, relating to counties.

[Approved by Governor September 30, 2020. Filed with Secretary of State September 30, 2020.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1185, McCarty. County board of supervisors: sheriff oversight.

Existing law establishes the office of the sheriff in each county to preserve peace, and authorizes the sheriff to sponsor, supervise, or participate in any project of crime prevention, rehabilitation of persons previously convicted of crime, or the suppression of delinquency. Existing law requires a board of supervisors to supervise the official conduct of all county officers and ensure that they faithfully perform their duties.

This bill would authorize a county to establish a sheriff oversight board to assist the board of supervisors with those duties as they relate to the sheriff, either by action of the board of supervisors or through a vote of county residents.

This bill would authorize a county, either by action of the board of supervisors or through a vote of county residents, to establish an office of the inspector general to assist the board of supervisors with these duties as they relate to the sheriff.

The bill would authorize the chair of the oversight board and the inspector general to issue a subpoena or subpoena duces tecum when deemed necessary to investigate a matter within their jurisdiction.

The people of the State of California do enact as follows:

SECTION 1. Section 25303.7 is added to the Government Code, to read:
25303.7. (a) (1) A county may create a sheriff oversight board, either by action of the board of supervisors or through a vote of county residents, comprised of civilians to assist the board of supervisors with its duties required pursuant to Section 25303 that relate to the sheriff.

(2) The members of the sheriff oversight board shall be appointed by the board of supervisors. The board of supervisors shall designate one member to serve as the chairperson of the board.

(b) (1) The chair of the sheriff oversight board shall issue a subpoena or subpoena duces tecum in accordance with Sections 1985 to 1985.4, inclusive, of the Code of Civil Procedure whenever the board deems it necessary or important to examine the following:

(A) Any person as a witness upon any subject matter within the jurisdiction of the board.

(B) Any officer of the county in relation to the discharge of their official duties on behalf of the sheriff's department.

(C) Any books, papers, or documents in the possession of or under the control of a person or officer relating to the affairs of the sheriff's department.

(2) A subpoena shall be served in accordance with Sections 1987 and 1988 of the Code of Civil Procedure.

(3) (A) If a witness fails to attend, or in the case of a subpoena duces tecum, if an item is not produced as set forth therein, the chair or the chair authorized deputy issuing the subpoena upon proof of service thereof may certify the facts to the superior court in the county of the board.

(B) The court shall thereupon issue an order directing the person to appear before the court and show cause why they should not be ordered to comply with the subpoena. The order and a copy of the certified statement shall be served on the person and the court shall have jurisdiction of the matter.

(C) The same proceedings shall be had, the same penalties imposed, and the person charged may purge themselves of the contempt in the same way as in a case of a person who has committed a contempt in the trial of a civil action before a superior court.

(c) (1) A county, through action of the board of supervisors or vote by county residents, may establish an office of the inspector general, appointed by the board of supervisors, to assist the board of supervisors with its duties required pursuant to Section 25303 that relate to the sheriff.

(2) The inspector general shall have the independent authority to issue a subpoena or subpoena duces tecum subject to the procedure provided in subdivision (b).

(d) The exercise of powers under this section or other investigative functions performed by a board of supervisors, sheriff oversight board, or inspector general vested with oversight responsibility for the sheriff shall not be considered to obstruct the investigative functions of the sheriff.

O

Summary of Local Counties' Actions related to Sheriff Oversight

Prepared by County Administrator's Office, Contra Costa County

Counties with a Sheriff Oversight Body and/or Inspector General

County	Action(s) Taken
Sacramento	In 2007, the Board of Supervisors commissioned the Office of Inspector General. The Office of Inspector General has broad oversight powers that include the evaluation of the overall quality of law enforcement, custodial, and security services; the authority to encourage systemic change and provide 'monitor style' oversight of the Sacramento County Sheriff's Department.
San Francisco	On November 3, 2020, voters approved Proposition D (added to Ballot by the Board of Supervisors). Proposition D amends the charter to create two new oversight bodies for the San Francisco County Sheriff's Department: the Office of Inspector General (OIG), which would investigate misconduct within the department, and a seven-member Sheriff's Department Oversight Board.
Santa Clara	In 2018, the Board of Supervisors adopted through ordinance the Office of Correction and Law Enforcement Monitoring ("OCLEM"), designed to provide independent monitoring of the County's correction and law enforcement functions. The OCLEM did not have subpoena power. On December 15, 2020, through a Resolution, the Board of Supervisors amended the municipal code to reflect that the existing OCLEM may now issue a subpoena or subpoena duces tecum to the sheriff, or to any officer or employee appointed by the Sheriff, when necessary to obtain information for the performance of tasks set forth by the Board.
Sonoma	In 2015, the Board of Supervisors created the Independent Office of Law Enforcement Review and Outreach (IOLERO) by BOS Resolution. On November 3, 2020, voters approved Measure P (added to Ballot by the Board of Supervisors) which expanded the IOLERO oversight to include subpoena power.

Counties without a Sheriff Oversight Body and/or Inspector General

County	Action(s) Taken
Alameda	Since early 2021, the topic of establishing a Sheriff oversight body or office of inspector general has been discussed, but Alameda County has yet to officially create a sheriff oversight body or office of inspector general. Alameda County has been gathering information to inform their process of developing a sheriff oversight body and/or Inspector General.
Marin	On February 1, 2022, the Board of Supervisors considered establishing a Sheriff's Community Working Group but ultimately took no action.
San Mateo	No actions taken.
Santa Cruz	On January 11, 2022, the Board of Supervisors directed staff County staff to develop a scope of work that meets the requirements of AB 1185 and issue a Request for Proposal or enter into contract with an independent police auditor to begin work in FY2022/23.
Solano	On November 2, 2021, the Board of Supervisors: 1) declined moving forward with the creation of an AB1185 Civilian Oversight Board; 2) requested the Sheriff, County Administrator, and the Chair of the Board of Supervisors work on the formation of a community forum; and 3) requested the Sheriff identify areas where members of the public can participate in already established committees.

Contra Costa County Office of the Sheriff

BOARD OF SUPERVISORS – SHERIFF OVERSIGHT
Board of Supervisors Meeting – August 9, 2022



Honor Courage Commitment Leadership Teamwork

**Preliminary Discussion:
Public Protection Committee
May 23, 2022**

- SUGGESTED QUARTERLY REPORTING
- BRIEFING BY SHERIFF OR EXECUTIVE COMMAND STAFF OFFICER
- ANSWER COMMITTEE MEMBERS' QUESTIONS AND QUESTIONS FROM THE PUBLIC

DRAFT SUGGESTED REPORTING AREAS

CUSTODY SERVICES:

- Total Number of Bookings
- Total Number of Custody Alternative participants
- In-Custody Deaths
- Medical Data Overseen by County Health

FIELD OPERATIONS:

- *Total Calls For Service – 911 Calls & Non-Emergency*
- *Total 5150 Calls for Service*
- *MHET deployments*

DRAFT SUGGESTED REPORTING AREAS

SUPPORT SERVICES:

- Total Number of Coroner Cases
- Total Number of Autopsies Completed
- Coroner's Inquests Conducted

ADMINISTRATION:

- Number of Internal Affairs Investigations Initiated
- Use of Force Events (Serious and/or Injury)
- Assaults on Staff
- Any Significant Events of Note

ADDITIONAL ITEMS SUGGESTED AT PUBLIC PROTECTION COMMITTEE MTG.

CUSTODY SERVICES:

- Any ICE Interactions
- Racial Data (Already provided to Racial Justice Oversight Body)

FIELD OPERATIONS:

- Eviction Orders Issued by the Superior Court
- Evictions Processed by Sheriff's Office

Contra Costa County Office of the Sheriff

Thank You

Update on Sheriff Oversight

Paul Reyes
County Administrator's Office

August 9, 2022





Recommendations

1. ACCEPT an update on the topic of Sheriff oversight pursuant to Assembly Bill 1185;
2. CONSIDER approving a regular reporting structure for the Sheriff's Office as recommended by the Public Protection Committee; and
3. PROVIDE direction to staff.



Background

In April and May 2022, the Public Protection Committee discussed the topic of Sheriff oversight, including the following:

- a. The Board of Supervisors authority pursuant to Government Code 25303;
- b. Assembly Bill 1185;
- c. Actions of other Bay Area counties; and
- d. A proposed reporting structure for the Sheriff's Office.



Board of Supervisors' Authority

1. Government Code Section 25303 outlines the Board of Supervisors' duty to supervise all county officers, and to ensure they faithfully perform their duties.
2. The code section also states that the Board of Supervisors shall not obstruct the investigative function of the sheriff of the county.



AB 1185 - Sheriff's Oversight

1. Introduced by Assembly Member Kevin McCarthy in 2019, and signed into law September 30, 2020, with effective date of January 1, 2021.
2. Adds section 25303.7 to the Government Code
 - a. Authorizing the creation, either by board of supervisor action or vote of county residents, a sheriff oversight board and/or an inspector general.
 - b. Also authorizes the chair of the oversight board and/or the inspector general to issue a subpoena when deemed necessary to investigate a matter within their jurisdiction.
3. Provides that the exercise of powers under Section 25303.7 shall not be considered to obstruct the investigative functions of the Sheriff.



AB 1185 - Sheriff's Oversight (Cont.)

4. Not a legislative mandate
5. No state funding was provided by this legislation
6. If established, scope of authority of the Oversight Board and/or Inspector General would need to be determined by the Board of Supervisors



Actions by Other Bay Area Counties

1. Four (4) neighboring counties (Sacramento, San Francisco, Santa Clara, and Sonoma) have established an Inspector General or a sheriff oversight board.
2. Two (2) counties (Alameda and Santa Cruz) appear to be in the process of establishing an Inspector General and/or a sheriff oversight board.
3. One (1) county (Solano) requested the Sheriff, County Administrator, and the Chair of their Board of Supervisors to work on the formation of a community forum and requested the Sheriff to identify areas where members of the public can participate in already established committees.
4. The remaining two (2) counties (Marin and San Mateo) have taken no action.



Proposed Sheriff Reporting

1. The County Administrator's Office and the Sheriff's Office developed a framework for a quarterly "Oversight Report" to the PPC and/or the Board of Supervisors.
2. This reporting structure is intended to improve the communication and transparency between the Sheriff's Office, the Board of Supervisors, and the community.
3. The reporting structure would provide an update on the activities of the Sheriff's Office and allow for questions and discussion on operational issues. The current areas that would be covered include custody services, field operations, support services, and administration.
4. The Sheriff's Office has prepared a presentation on the specific data points.



Next Steps

1. Consider approving a regular reporting structure for the Sheriff's Office to the Public Protection Committee and/or the Board of Supervisors.
2. Provide additional direction to staff.



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: August 9, 2022

Subject: Head Start Program Performance Report, Administration for Children and Families, Office of Head Start

RECOMMENDATION(S):

RECEIVE a report on the Head Start Program Performance Summary Report from the Employment & Human Services Department and AUTHORIZE the Board Chair to approve and sign the Quality Improvement Plan.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

On July 14, 2022, the US Department of Health & Human Services, Administration for Children and Families (ACF) issued a Program Performance Summary Report about the Contra Costa County Head Start and Early Head Start programs. The Report included review of four service areas (Program Governance, Safety Practices, Ongoing Fiscal Capacity, and Ongoing Monitoring and Continuous Improvement). And, the Report identified one area of noncompliance and five deficiencies. Within 30 days, the County must submit a Quality Improvement Plan (QIP) detailing a plan for corrective action.

This report to the Board summarizes the corrective actions recommended by the Employment & Human Services Department. These recommendations include revising policies to reflect improved procedures, obtaining Board approval for revised

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Elaine Burres 925-608-4960

By: , Deputy

cc:

BACKGROUND: (CONT'D)

policies, training County staff and contracted partner staff to these revised policies, implementing the revised procedures, and monitoring for accurate and consistent execution of revised policies.

Upon acceptance of the QIP by ACF, the County will have up to 120 days to complete full implementation and monitoring of all improvements.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval, the County may not be in compliance with federal regulations and may lose Head Start funding.

ATTACHMENTS

Head Start Program Performance Summary



Head Start and Early Head Start Programs Performance Summary

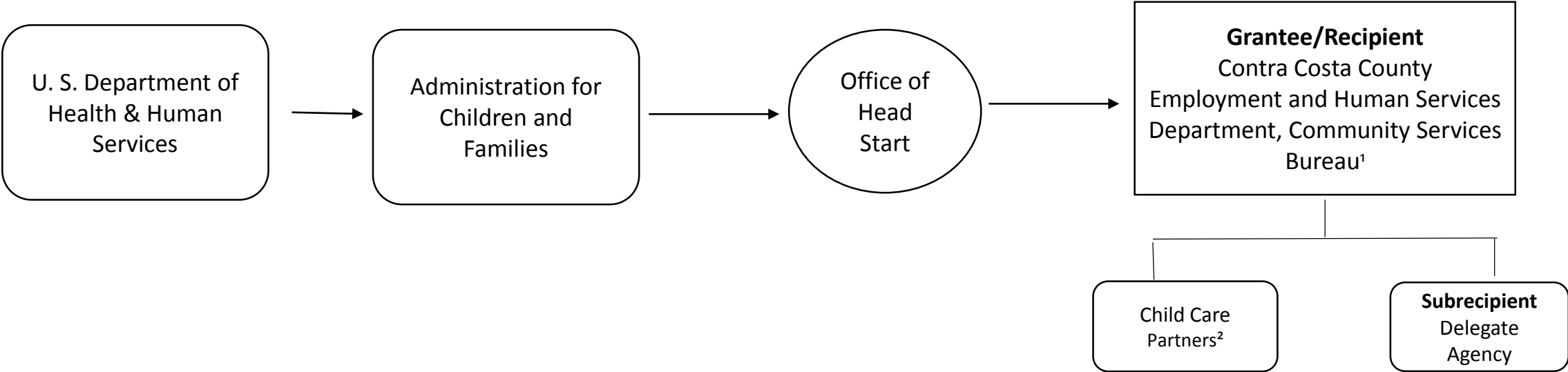
Monitoring Review of the Contra Costa
County Community Services Head Start and Early Head Start programs.

From February 21-25, 2022

Marla Stuart

Director of Employment and Human Service Department
Contra Costa County

Federal Structure Administering Head Start Funds



¹Grantee is also directly operating Child Care Centers

²Contractors who are receiving Head Start/Early Head Start funding to provide child care services

Performance Summary

- Monitoring Review of the Contra Costa County Community Services Head Start and Early Head Start programs conducted from February 21 to 25, 2022.
- Program Performance Summary Report received on July 15, 2022.

No	Service Area	Grant Number(s)	Compliance Level	Applicable Standards	Timeframe for Correction
1	Ongoing Monitoring and Continuous Improvement	09CH010862	Deficiency	302.102(b)(1)(i-iv)	120 days
2	Program Governance	09CH010862	Area of Noncompliance	642(c)(1)(E)(ii)	120 days
3	Safety Practices	09CH010862	Deficiency	1302.102(d)(1)(ii)	120 days
4	Safety Practices	09CH010862	Deficiency	1302.47(b)(5)(iii)	90 days*
5	Safety Practices	09CH010862	Deficiency	1302.90(c)	90 days*
6	Ongoing Fiscal Capacity	09CH010862	Deficiency	75.303(a)	120 days
* On August 1, 2022, the Regional Office of Head Start approved a 60-day extension, giving Contra Costa County a total of 90 days to correct and implement procedures in the Service Area of Safety Practices.					

Program Management and Quality Improvement

Service Area #1: Ongoing Monitoring and Continuous Improvement.

Compliance Level: Deficiency with Standard 1302.102(b)(1)(i-iv).

Deficiency: The recipient does not use data to identify program strengths, needs, and areas needing improvement; evaluate progress toward achieving program goals and compliance with program performance standards; and assess the effectiveness of professional development.

Timeframe for Correction: 120 days.

Program Management and Quality Improvement

Service Area #2: Program Governance.

Compliance Level: Area of Noncompliance with Standard 642(c)(1)(E)(ii).

Area of Noncompliance: The recipient does not maintain a formal structure of program governance to oversee the quality of services for children and families and to make decisions related to program design and implementation.

Timeframe for Correction: 120 days.

Monitoring and Implementing Quality Health Services

Service Area #3: Safety Practices.

Compliance Level: Deficiency with Standard 1302.102(d)(1)(ii).

Deficiency: The recipient does not implement a process for monitoring and maintaining healthy and safe environments.

Timeframe for Correction: 120 days.

Monitoring and Implementing Quality Health Services

Service Area #4: Safety Practices.

Compliance Level: Deficiency with Standard 1302.47(b)(5)(iii).

Deficiency: The recipient did not ensure with subrecipient that no child was left alone or unsupervised while under the care of staff.

Timeframe for Correction: 90 days.

Monitoring and Implementing Quality Health Services

Service Area #5: Safety Practices.

Compliance Level: Deficiency with Standard 1302.90(c).

Deficiency: The recipient did not ensure that staff/subrecipient did not maltreat or endanger the health and safety of children.

Timeframe for Correction: 90 days.

Monitoring and Implementing Fiscal Infrastructure

Service Area #6: Ongoing Fiscal Capacity.

Compliance Level: Deficiency with Standard 75.303(a).

Deficiency: The recipient does not plan and implement a fiscal management system that supports the organization's ongoing capacity to execute its budget over time and meet the needs of its organization.

Timeframe for Correction: 120 days.

Framework for Quality Improvement Plan (QIP) Detailing A Plan for Corrective Action

- Revise policies for Service Areas with Deficiencies and Area of Noncompliance to reflect improved procedures.
- Obtain Board approval for revised policies.
- Train County staff and contracted partners staff on revised policies.
- Implement revised procedures.
- Monitor for accurate and consistent execution of revised policies.

Timeline and Key Dates

- Monitoring Review of the Contra Costa County Community Services Head Start and Early Head Start programs was conducted from February 21-25, 2022.
- Program Performance Summary Report received on July 15, 2022.
- Implement Quality Improvement Plan (QIP) framework immediately.
- QIP due to Administration for Children and Families (ACF) on August 14, 2022.
- Correct, implement and monitor policies/procedures:
 - Child supervision and health & safety procedures findings: October 17, 2022.
 - All remaining findings: November 16, 2022.

Discussion



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Update on COVID -19 and Monkeypox

RECOMMENDATION(S):

ACCEPT update on COVID-19 and briefing on Monkeypox, and PROVIDE direction to staff.

FISCAL IMPACT:

Administrative Reports with no specific fiscal impact.

BACKGROUND:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 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: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Approve & Authorize to fully close a portion of Hillgrade Avenue between September 20, 2022 and September 21, 2022, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/265 approving and authorizing the Public Works Director, or designee, to fully close a portion of Hillgrade Avenue between Lunada Lane and Crest Avenue, from 8:00 a.m. to 3:00 p.m. on both September 20, 2022 and September 21, 2022, for the purpose of replacing a pole and installing a switch, Alamo area. (No fiscal impact) (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Pacific Gas & Electric Company has requested to close the road during construction for public safety due to the narrow road and blind corner at the construction site. Pacific Gas & Electric Company shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:

Applicant will be unable to close the road for planned activities.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Bob Hendry (925)674-7744

By: , Deputy

ATTACHMENTS

Resolution No.

2022/265

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

Adopted this Resolution on 08/09/2022 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2022/265

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Hillgrade Avenue between Lunada Lane and Crest Avenue, between September 20, 2022 and September 21, 2022 from 8:00 a.m. through 3:00 p.m., for the purpose of replacing a pole and installing a switch, Alamo area. (District II)

RC22-18

NOW, THEREFORE, IT BE RESOLVED that permission is granted to Pacific Gas & Electric Company (PG&E) to fully close Hillgrade Avenue between Lunada Lane and Crest Avenue, except for emergency traffic, local residents, US. Postal Service and garbage trucks, between September 20, 2022 and September 21, 2022 for the period of 8:00 a.m. through 3:00 p.m., subject to the following conditions:

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

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

Contact: Bob Hendry (925)674-7744

ATTESTED: August 9, 2022

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Bob Hendry -Engineering Services, CHP, Sheriff - Patrol Division Commander

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022



Contra
Costa
County

Subject: ACCEPT the 2022 Semi-Annual Report of Real Estate Acquisition Acceptances dated January 1, 2022, through June 30, 2022.

RECOMMENDATION(S):

ACCEPT the 2022 Semi-Annual Report of Real Estate Acquisition Acceptances dated January 1, 2022, through June 30, 2022, approved by the Public Works Director for the acquisitions of any interest in real property where the purchase price for the real property interest did not exceed \$100,000 in the San Pablo, Danville, North Richmond, and Pittsburg areas.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Pursuant to the Contra Costa County Ordinance Code, Title 11, Division 1108, Chapter 1108-8.002, "The Board of Supervisors authorizes the Public Works Director, or his or her designated deputy, to perform all acts necessary to approve and accept for the County the acquisition of any interest in real property where the purchase price for the real property interest does not exceed one hundred thousand dollars (\$100,000)." The Public Works Director shall submit a semi-annual report to the Board of Supervisors on each acquisition done pursuant to this section, including the interest acquired, its price, and the necessity for the purchase, which is described in the attached Semi-Annual Acceptance Report.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Jessica L. Dillingham, (925) 957-2453

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors would not be informed of the acquisitions accepted by the Public Works Director pursuant to Contra Costa County Ordinance Code.

ATTACHMENTS

2022 Semi Annual Acceptance Report

**Acceptance Report
of Real Estate Acquisition
January 1, 2022-June 30, 2022**

CERT. NO.	AREA	PROJECT/PURPOSE	INTEREST	PRICE
22-01	San Pablo	Accept Offer of Dedication SD3861	Drainage Easement	N/A
22-02	San Pablo	Accept Offer of Dedication SD3861	Drainage Easement	N/A
22-03	San Pablo	Accept Offer of Dedication SD3861	Drainage Easement	N/A
22-04	San Pablo	Tara Hill Full Trash Capture Project	Temporary Construction Easement	\$1,150.00
22-05	San Pablo	Tara Hill Full Trash Capture Project	Temporary Construction Easement	\$650.00
22-06	Danville	Accept Offer of Dedication at 105 Joaquin	Drainage Easement (access only)	N/A
22-07	Danville	Accept Offer of Dedication at 111 Joaquin (SD 3806)	Drainage Easement (access only)	N/A
22-08	Danville	Accept Offer of Dedication at 115 Joaquin (SD 3806)	Drainage Easement (access only)	N/A
22-09	Danville	Accept Offer of Dedication at 119 Joaquin (SD 3806)	Drainage Easement (access only)	N/A
22-10	Danville	Accept Offer of Dedication at 123 Joaquin (SD 3806)	Drainage Easement (access only)	N/A

**Acceptance Report
of Real Estate Acquisition
January 1, 2022-June 30, 2022**

CERT. NO.	AREA	PROJECT/PURPOSE	INTEREST	PRICE
22-11	Danville	Accept Offer of Dedication at 107 Larkwood (SD 4047)	Drainage Easement (access only)	N/A
22-12	Danville	Acceptance of Offer of Dedication at 113 Larkwood (SD 4047)	Drainage Easement (access only)	N/A
22-13	Danville	Acceptance of Offer of Dedication at 119 Larkwood (SD 4047)	Drainage Easement (access only)	N/A
22-14	North Richmond	Fred Jackson Way First/Last Mile Connection Project	Temporary Construction Easement	\$3,500.00
22-15	Pittsburg	Dissolution of Los Medanos Community Healthcare District	Fee	N/A



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: ADVERTISE the 2023 Street Sweeping Services Contract, Countywide.

RECOMMENDATION(S):

AUTHORIZE the Public Works Director, or designee, to advertise for the 2023 Street Sweeping Services Contract, Project No. 0672-6U2319, to provide routine street sweeping services for curbed streets within unincorporated Contra Costa County, Countywide.

FISCAL IMPACT:

This contract will be funded by 100% Local Road Funds.

BACKGROUND:

The County Watershed Program is responsible for ensuring the County’s compliance with the current and reissued National Pollutant Discharge Elimination System (NPDES) Municipal Regional Stormwater Permit (MRP) issued by the San Francisco Bay Region of the California Regional Quality Control Board (RWQCB). Permit provisions are met through various pollution prevention programs, including municipal maintenance and reduction of pollutants of concern, to reduce water-quality impacts from urban runoff.

Routine

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Caroline Tom, 925 313-7007

By: , Deputy

cc:

BACKGROUND: (CONT'D)

street sweeping helps satisfy the mandated reduction of pollutants to the County's storm drain system. Street sweeping removes sediment, debris, and other contaminants that might normally enter the storm drain system and flow, untreated, to creeks and other natural waterways.

The Public Works Department will use the 2023 Street Sweeping Services Contract to provide routine street sweeping services of curbed streets within unincorporated Contra Costa County.

The Public Works Department intends to award one \$1,000,000 contract to the lowest responsible bidder. The contract will have a term of one year with the option of two (2) one-year extensions, and will be used without a minimum amount that has to be spent.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors to advertise for this contract, the Public Works Department may be unable to complete routine street sweeping in a timely manner, which may prevent the County from complying with the NPDES MRP provisions. This could result in enforcement action and fines. Neighborhoods may experience accumulation of trash collecting within gutters. They may also experience localized flooding from excess leaves collecting within drainage inlets during the rainy season and may encounter safety issues from the buildup of road-associated debris, such as rocks and aggregates.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Consulting Services Agreement with Dokken Engineering, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Dokken Engineering, in an amount not to exceed \$800,000, for the period August 9, 2022 through August 9, 2025, to provide on-call civil engineering services, Countywide. (Project Nos. Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call contract will be funded by local, state and federal funds for road and flood control projects.

BACKGROUND:

The Public Works Department is involved in various projects in the County that require civil engineering services for road and flood control projects. After a solicitation process, Dokken Engineering was selected as one of eight firms to provide civil engineering services on an “on-call” basis. The consultant will augment Public Works staff on an as-needed basis. They will be used as an extension to Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call contract will be in effect for thirty-six months.

Government Code Section 31000 and 4525 authorizes the County to contract for services, including the type of civil engineering services that Dokken Engineering provides.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Adelina Huerta, 925.313.2305

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there is possible delay in completing projects requiring civil engineering services. Executing this contract will facilitate the process of design and construction for various Public Works projects requiring civil engineering expertise.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Consulting Services Agreement with Wood Rodgers, Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Wood Rodgers, Inc., in an amount not to exceed \$800,000, for the period August 9, 2022 through August 9, 2025, to provide on-call civil engineering services, Countywide. (Project Nos. Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call contract will be funded by local, state and federal funds for road and flood control projects.

BACKGROUND:

The Public Works Department is involved in various projects in the County that require civil engineering services for road and flood control projects. After a solicitation process, Wood Rodgers, Inc., was selected as one of eight firms to provide civil engineering services on an “on-call” basis. The consultant will augment Public Works staff on an as-needed basis. They will be used as an extension to Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call contract will be in effect for thirty-six months.

Government Code Section 31000 and 4525 authorizes the County to contract for services, including the type of civil engineering services that Wood Rodgers, Inc., provides.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Adelina Huerta, 925-313.2305

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there is possible delay in completing projects requiring civil engineering services. Executing this contract will facilitate the process of design and construction for various Public Works projects requiring civil engineering expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Consulting Services Agreement with Quincy Engineering, Incorporated, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Quincy Engineering, Incorporated, in an amount not to exceed \$800,000, for the period August 9, 2022 through August 9, 2025, to provide on-call civil engineering services, Countywide. (Project Nos. Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call contract will be funded by local, state and federal funds for road and flood control projects.

BACKGROUND:

The Public Works Department is involved in various projects in the County that require civil engineering services for road and flood control projects. After a solicitation process, Quincy Engineering, Incorporated was selected as one of eight firms to provide civil engineering services on an "on-call" basis. The consultant will augment Public Works staff on an as-needed basis. They will be used as an extension to Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call contract will be in effect for thirty-six months.

Government Code Section 31000 and 4525 authorizes the County to contract for services, including the type of civil engineering services that Quincy Engineering, Incorporated provides.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Adelina Huerta, 925.313.2305

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there is possible delay in completing projects requiring civil engineering services. Executing this contract will facilitate the process of design and construction for various Public Works projects requiring civil engineering expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Consulting Services Agreement with HDR Engineering, Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with HDR Engineering, Inc., in an amount not to exceed \$800,000, for the period August 9, 2022 through August 9, 2025, to provide on-call civil engineering services, Countywide. (Project Nos. Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call contract will be funded by local, state and federal funds for road and flood control projects.

BACKGROUND:

The Public Works Department is involved in various projects in the County that require civil engineering services for road and flood control projects. After a solicitation process, HDR Engineering, Inc., was selected as one of eight firms to provide civil engineering services on an "on-call" basis. The consultant will augment Public Works staff on an as-needed basis. They will be used as an extension to Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call contract will be in effect for thirty-six months.

Government Code Section 31000 and 4525 authorizes the County to contract for services, including the type of civil engineering services that HDR Engineering, Inc., provides.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Adelina Huerta, 925.313-2305

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there is possible delay in completing projects requiring civil engineering services. Executing this contract will facilitate the process of design and construction for various Public Works projects requiring civil engineering expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Consulting Services Agreement with Dewberry Engineers Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Dewberry Engineers Inc., in an amount not to exceed \$800,000, for the period August 9, 2022 through August 9, 2025, to provide on-call civil engineering services, Countywide. (Project Nos. Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call contract will be funded by local, state and federal funds for road and flood control projects.

BACKGROUND:

The Public Works Department is involved in various projects in the County that require civil engineering services for road and flood control projects. After a solicitation process, Dewberry Engineers Inc., was selected as one of eight firms to provide civil engineering services on an “on-call” basis. The consultant will augment Public Works staff on an as-needed basis. They will be used as an extension to Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call contract will be in effect for thirty-six months.

Government Code Section 31000 and 4525 authorizes the County to contract for services, including the type of civil engineering services that Dewberry Engineers Inc. provides.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Adelina Huerta, 925-313.2305

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there is possible delay in completing projects requiring civil engineering services. Executing this contract will facilitate the process of design and construction for various Public Works projects requiring civil engineering expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Consulting Services Agreement with Nichols Consulting Engineers, CHTD. d/b/a NCE, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Nichols Consulting Engineers, CHTD. d/b/a NCE, in an amount not to exceed \$800,000, for the period August 9, 2022 through August 9, 2025, to provide on-call civil engineering services, Countywide. (Project Nos. Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call contract will be funded by local, state and federal funds for road and flood control projects.

BACKGROUND:

The Public Works Department is involved in various projects in the County that require civil engineering services for road and flood control projects. After a solicitation process, Nichols Consulting Engineers, CHTD. d/b/a NCE was selected as one of eight firms to provide civil engineering services on an "on-call" basis. The consultant will augment Public Works staff on an as-needed basis. They will be used as an extension to Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call contract will be in effect for thirty-six months.

Government Code Section 31000 and 4525 authorizes the County to contract for services, including the type of civil engineering services that Nichols Consulting Engineers, CHTD. d/b/a NCE provides.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Adelina Huerta, 925-313.2305

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there is possible delay in completing projects requiring civil engineering services. Executing this contract will facilitate the process of design and construction for various Public Works projects requiring civil engineering expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Consulting Services Agreement with Mark Thomas & Company, Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Mark Thomas & Company, Inc., in an amount not to exceed \$800,000, for the period August 9, 2022 through August 9, 2025, to provide on-call civil engineering services, Countywide. (Project Nos. Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call contract will be funded by local, state and federal funds for road and flood control projects.

BACKGROUND:

The Public Works Department is involved in various projects in the County that require civil engineering services for road and flood control projects. After a solicitation process, Mark Thomas & Company, Inc., was selected as one of eight firms to provide civil engineering services on an "on-call" basis. The consultant will augment Public Works staff on an as-needed basis. They will be used as an extension to Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call contract will be in effect for thirty-six months.

Government Code Section 31000 and 4525 authorizes the County to contract for services, including the type of civil engineering services that Mark Thomas & Company, Inc., provides.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Adelina Huerta, 925.313-2305

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there is possible delay in completing projects requiring civil engineering services. Executing this contract will facilitate the process of design and construction for various Public Works projects requiring civil engineering expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Consulting Services Agreement with Biggs Cardosa Associates, Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Biggs Cardosa Associates, Inc., in an amount not to exceed \$800,000, for the period August 9, 2022 through August 16, 2025, to provide on-call structural engineering services, Countywide. (Project Nos. Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call contract will be funded by local, state and federal funds for road and flood control projects.

BACKGROUND:

The Public Works Department is involved in various projects in the County that require structural engineering services for road and flood control projects. After a solicitation process, Biggs Cardosa Associates, Inc. was selected as one of eight firms to provide structural engineering services on an “on-call” basis. Biggs Cardosa Associates, Inc., will be used to provide structural engineering service as in-house expertise is not available. This on-call contract will be in effect for thirty-six months.

Government Code Section 31000 and 4525 authorizes the County to contract for services, including the type of structural engineering services that Biggs Cardosa Associates, Inc., provides.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Adelina Huerta, 925.313.2305

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there is possible delay in completing projects requiring structural engineering services. Executing this contract will facilitate the process of design and construction for various Public Works projects requiring structural engineering expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Consulting Services Agreement with AECOM Technical Services, Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with AECOM Technical Services, Inc., in an amount not to exceed \$800,000, for the period August 9, 2022 through August 9, 2025, to provide on-call civil engineering services, Countywide. (Project Nos. Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call contract will be funded by local, state and federal funds for road and flood control projects.

BACKGROUND:

The Public Works Department is involved in various projects in the County that require civil engineering services for road and flood control projects. After a solicitation process, AECOM Technical Services, Inc., was selected as one of eight firms to provide civil engineering services on an "on-call" basis. The consultant will augment Public Works staff on an as-needed basis. They will be used as an extension to Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call contract will be in effect for thirty-six months.

Government Code Section 31000 and 4525 authorizes the County to contract for services, including the type of civil engineering services that AECOM Technical Services, Inc., provides.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Adelina Huerta, 925-313.2305

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there is possible delay in completing projects requiring civil engineering services. Executing this contract will facilitate the process of design and construction for various Public Works projects requiring civil engineering expertise.



Contra
Costa
County

To: Contra Costa County Flood Control District Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Cooperative Agreement to Provide Funding for Shared Deployment of Precipitation Forecasting System, Countywide. Project No. 7505-6F8106

RECOMMENDATION(S):

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (FC District), APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a Cooperative Agreement to provide funding for the Shared Deployment of Precipitation Forecasting System with Sonoma County Water Agency, East Bay Municipal Utility District, Alameda County Flood Control & Water Conservation District, Alameda County Water District, East Bay Dischargers Authority, and Alameda County Flood Control and Water Conservation District – Zone 7 for the term August 9, 2022, to December 31, 2023.

FISCAL IMPACT:

The total cost share, besides that expended directly by Sonoma Water, is \$190,000. The FC District contribution to the Cooperative Agreement will be \$20,000 and will cover two years of shared costs. 100% Flood Control District Funds.

BACKGROUND:

Previous Agreement and History: On March 10, 2020, the Board APPROVED and AUTHORIZED the Chief Engineer, or designee, to execute an agreement (2020 Agreement) for the same project described below. In the 2020 Agreement, the FC District’s financial contribution to the project was \$20,000. The Cooperative Agreement now before the Board is nearly identical to the 2020 Agreement.

Due to COVID-19 restrictions and wildfires, Sonoma Water, the lead agency on the project, was unable to move the project forward as anticipated. In 2021, to address unanticipated permitting requirements and avoid delays, the FC District utilized on-call engineering contracts to have structural inspections, calculations,

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

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Mark Boucher, (925) 313-2274

By: , Deputy

BACKGROUND: (CONTD)

and plans completed to fulfill building permit requirements. The final cost of the engineering work amounted to \$21,832.32. At that time, the FC District communicated, and Sonoma Water acknowledged, this amount would be considered as an in-kind contribution to the project.

An amendment to the 2020 Agreement was anticipated shortly after it was executed, due to the delays and other issues. The project was further stalled, however, and the 2020 Agreement expired. The project has continued and is anticipated to be installed this year. The agreement before the Board will acknowledge the FC District's in-kind work with language to allow credit and reimbursement for in-kind amounts over and above our contribution.

Project Description: The San Francisco Bay Area Advanced Quantitative Precipitation Information System Project (AQPI) is a regional effort that will install four (4) improved weather radars and other observing systems and develop a suite of numerical forecast modeling systems covering the multijurisdictional San Francisco Bay Area (Bay Area). This agreement is to provide funding for costs to deploy a radar in Contra Costa County on Rocky Ridge, a ridge west of the Town of Danville.

The AQPI project is being completed through collaboration of federal, state, and local government agencies. It will provide accurate and timely information that will be of significant value to a variety of decision makers. Expected benefits include mitigating flood risks, enhanced reservoirs management to improve water supplies, reduced water quality impacts to San Francisco Bay from wastewater overflows, improved weather-related logistics management for transportation sectors, and improved lead-time on coastal and Bay Area inundation from severe storms, especially high-moisture laden atmospheric rivers.

This Cooperative Agreement will allow the FC District to participate in funding deployment of a Doppler radar on Rocky Ridge, where existing communication towers already exist, for a two-year period while long-term funding for the operation and maintenance of the AQPI system is established.

Project Funding: In 2002, Senate Bill 1672 created the Integrated Regional Water Management (IRWM) Act to encourage local agencies to work cooperatively to manage local and imported water supplies to improve the quality, quantity, and reliability.

In November 2002 and November 2006, California voters passed propositions for water bonds, namely Proposition 50 (Prop 50) and Proposition 84 (Prop 84), respectively. These combined provided \$1,500,000,000 for IRWM project planning and implementation.

The Bay Area IRWM Planning Group consists of a consensus-based decision-making group of representatives from water resource agencies who plan, prioritize, and implement projects that are each, all or partially, funded through IRWM grants from the State of California, Department of Water Resources (DWR). The Bay Area IRWM Planning Group, represented by Sonoma Water, received a grant from DWR for the AQPI project amounting to \$19.84 million in grant funds from Prop 84.

Besides the grant award, a local cost share of approximately \$330,000 is needed to pay for several siting and operational tasks. Sonoma Water, acting as grantee and lead administrative agency, will manage administration for the AQPI, including contracting with the DWR and project partners. Sonoma Water and the other participants are interested in precipitation forecasting issues and the relationship between those issues and their effect on water resource and other public agency operations.

The FC District contribution to the Cooperative Agreement will be its in-kind contribution of \$21,832.32 and will cover two years of shared costs. The in-kind contribution will be credited to the FC District's cost share. This cost share could be reduced to \$20,000.00 if there are remaining funds at the close of the project to reimburse the FC District the \$1,832.32 over its cost share.

Collaboration: Sonoma Water and the Cooperative Agreement participants — FC District, East Bay Municipal Utility District, Alameda County Flood Control & Water Conservation District, Alameda County Water District, East Bay Dischargers Authority, and Alameda County Flood Control and Water Conservation District – Zone 7 (Participants) wish for Sonoma Water to hire a consultant or consultants to install a radar on Rocky Ridge. Sonoma Water will contract with the Consultant for the design of the precipitation forecasting system. Sonoma Water also will contract with a contractor to install and construct the precipitation forecasting system.

Sonoma Water and the Participants have identified what appears to be a suitable site and intend for Sonoma Water to enter into a sublease agreement on their mutual behalf to allow for the deployment and operations of a radar on the Rocky Ridge site.

Benefits to the FC District: The data produced by the AQPI system will provide forecasts on flooding in our smaller local creeks as is currently done for the Russian River and other major tributaries. Past forecasts were updated at a lower rate than the hourly updated model that now exists. The AQPI radar data will feed into relatively new high-resolution, rapid refresh National Weather Service (NWS) weather forecast model. In cooperation with the NWS forecasters and computer upgrading and training, the Flood Control office will be able to better predict flooding in critical areas. An AQPI users' group has been formed to foster the learning and use of the AQPI data. The FC District is already receiving data from the AQPI system and integrating it into its protocols for flood warning.

Benefits to Public Works — Roads: Besides benefits to the FC District, the AQPI system and associated forecast models can help in predicting high water at road crossings where the County and/or other agencies would need to stage resources for road and bridge closures. The AQPI system data could also be used to forecast problems in areas where road flooding regularly occurs due to storm drain system deficiencies.

Benefits to the County at Large: Though Contra Costa County as an agency does not specifically provide every service the AQPI system will benefit (sewer, water supply, etc.), our Board serves the general public that receives these other services Countywide. The people of Contra Costa, and the agencies that provide various services to them, will all benefit from the better forecasting the AQPI system provides. These include better management of reservoirs to secure and preserve water supplies; minimize water quality impacts to San Francisco Bay from wastewater overflows; anticipate air, sea, and land transportation challenges; and have improved lead-time on coastal and Bay Area

inundation from severe storms, especially high-moisture laden atmospheric rivers. We anticipate others, such as sewer districts, water districts, cities, Office of Emergency Services, and private entities, will find uses for the AQPI system data in ways we have not yet envisioned.

CONSEQUENCE OF NEGATIVE ACTION:

If the Cooperative Agreement is not approved, the FC District will not be able to contribute \$20,000 to this important regional AQPI project and may not have as much influence on how the system is ultimately operated.

ATTACHMENTS

Cooperative Agreement

Cooperative Agreement to Provide Funding for Shared Deployment of Precipitation Forecasting System

This Cooperative Agreement (“Agreement”) is by and among **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”), **East Bay Municipal Utility District, Alameda County Flood Control & Water Conservation District, Alameda County Water District, East Bay Dischargers Authority, Contra Costa County Flood Control and Water Conservation District, and Alameda County Flood Control and Water Conservation District – Zone 7** (each a “Participant” and collectively “Participants”). The effective date of this Agreement is the date the Agreement is last signed by a party to this Agreement (“Effective Date”).

RECITALS

- A. The San Francisco Bay Area Advanced Quantitative Precipitation Information System Project (“AQPI”) is a regional effort that will install improved weather radar and other observing systems and develop a suite of numerical forecast modeling systems covering the multijurisdictional San Francisco Bay Area.
- B. The AQPI will provide accurate and timely information that will be of significant value to a variety of decision makers, allowing them to mitigate flood risks; better manage reservoirs to secure and preserve water supplies; minimize water quality impacts to San Francisco Bay from wastewater overflows; anticipate air, sea and land transportation challenges; and have improved lead-time on coastal and Bay Area inundation from severe storms, especially high-moisture laden atmospheric rivers.
- C. The AQPI is a collaboration of federal, State, and local government agencies. Project partners include the National Ocean and Atmospheric Administration, Colorado State University’s Cooperative Institute for Research in the Atmosphere, United States Geological Survey - Pacific Coast and Marine Science Center, Center for Western Weather and Water Extremes at Scripps Institute of Oceanography, as well as, local water, wastewater, and flood control entities in the San Francisco Bay Area, including the San Francisco Public Utilities Commission and Santa Clara Valley Water District.
- D. The AQPI is financed under State of California, Department of Water Resources Grant Agreement No. 4600011485 (“Grant”) that awarded \$19.84 million in grant funds from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by the State of California, Department of Water Resources.
- E. The Grant covers the majority of costs associated with the AQPI, but local cost share is required for several siting and operational tasks.
- F. Sonoma Water, acting as grantee and lead administrative agency, will manage administration for the AQPI including contracting with the Department of Water Resources and project partners.
- G. Sonoma Water and the Participants are interested in precipitation forecasting issues and the relationship between those issues and their effect on government operations.
- H. The Participants wish for Sonoma Water and Contra Costa County Flood Control and Water Conservation District to retain the services of a consultant or consultants (each, a

“Consultant”) with expertise in deploying a precipitation forecasting system such as an X-Band Radar system at a site in the East Bay. Contra Costa County Flood Control and Water Conservation District has contracted with a Consultant for the structural analysis and design of the radar station platform connections. Sonoma Water also will contract with a contractor (“Contractor”) to install and construct the precipitation forecasting system.

- I. Sonoma Water and the Participants have identified what appears to be a suitable site with existing infrastructure, which is currently owned by East Bay Municipal Utility District and leased and operated by American Tower, L.P. at a site known as Rocky Ridge in the Las Trampas Regional Wilderness Park (“Las Trampas Site”).
- J. Sonoma Water entered into a sublease agreement with American Tower, L.P. (“AMT”), on mutual behalf of Participants to allow for the deployment and operations of the precipitation forecasting system at the Las Trampas Site. Participants are willing to share in the costs associated with deploying the precipitation forecasting system at the Las Trampas Site. Sonoma Water is willing to enter into the desired agreements, administer the agreements, and provide overall project management and coordination under the terms described below.
- K. The precipitation forecasting system referenced in this Agreement is the property of Sonoma Water pursuant to its agreement with the State Department of Water Resources, and is being loaned to Participants for the purpose of determining whether the Las Trampas Site is suitable for the permanent installation of a precipitation forecasting system, i.e., that the precipitation forecasting system does not cause interference with other equipment already located at the Las Trampas Site and that the site provides the coverage desired by Participants.
- L. Should the Las Trampas Site ultimately be deemed suitable for a permanent precipitation forecasting system, a new, long-term agreement will be entered into among the Participants to cover the installation of a new, permanent X-Band Radar System at the site, and to cover long-term maintenance and operational costs.
- M. On April 20, 2021, Participants entered into a Cooperative Agreement to Provide Funding for Shared Temporary Deployment of Precipitation Forecasting System in substantially the same form as this instant Agreement (“2021 Agreement”). Participants have identified the need to amend the 2021 Agreement to accommodate an anticipated timeline for implementation of the 2021 Agreement and to add the Zone 7 Water Agency as a Participant.
- N. This Agreement, containing amendments to the 2021 Agreement, shall replace the 2021 Agreement upon final execution by all Participants.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct and are incorporated herein.

2. COMMUNICATION/DESIGNATED REPRESENTATIVES

2.1. The designated representatives below shall, upon execution of this Agreement, have authority to grant discretionary approvals identified in this Agreement. Except as otherwise specifically provided in this Agreement, any notice, submittal, or communication required or permitted to be served on a Participant, may be delivered personally, or be sent by United States first class mail, postage prepaid addressed as indicated below:

Sonoma Water	East Bay Municipal Utility District
Project Manager: Dale Roberts 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1979 Email: dale.roberts@scwa.ca.gov Designated Representative: Dale Roberts	Contact: David Briggs 375 11th Street Oakland, CA 94607 Phone: 510-287-5046 Email: david.briggs@ebmud.com Designated Representative: David Briggs
Alameda County Flood Control District	Alameda County Water District
Contact: Hank Ackerman 399 Elmhurst Street Hayward, CA 94544-1395 Phone: 510-670-5553 Email: hank@acpwa.org Designated Representative: Daniel Woldesenbet, PhD, PE	Contact: Leonard Ash 43885 S. Grimmer Boulevard Fremont, CA 94538 Phone: 510-668-6539 Email: Leonard.Ash@acwd.com Designated Representative: Ed Stevenson
East Bay Dischargers Authority	Contra Costa County Public Works
Contact: Jackie Zipkin 2651 Grant Avenue San Lorenzo, CA 94580 Phone: 510-278-5910 Email: JZipkin@ebda.org Designated Representative: Jackie Zipkin	Contact: Mark Boucher 255 Glacier Drive Martinez, CA 94553 Phone: 925-313-2274 Email: mark.boucher@pw.CCCounty.us Designated Representative: Brian Balbas
Alameda County Flood Control and Water Conservation District – Zone 7	
Contact: Carol Mahoney 100 N Canyons Parkway Livermore, CA 94551 Phone: 925-454-5064 Email: carol@zone7water.com Designated Representative: Valerie Pryor	

3. SONOMA WATER RESPONSIBILITIES

- 3.1. Sonoma Water shall: (i) coordinate the installation of precipitation forecasting equipment; (ii) coordinate and procure data analysis consulting services; (iii) prepare and negotiate a lease agreement with AMT for the purpose of siting and accessing the precipitation forecasting equipment; (iv) provide contract administration, all for an amount not to exceed a total of \$190,000, and (v) ensure that all data from the precipitation forecasting equipment and all analysis of that data is provided to the Participants in a format the Participants are able to use.
- 3.2. Sonoma Water shall act as liaison with AMT and other AQPI project partners, and provide any necessary project management, direction, and coordination. This responsibility includes coordinating necessary meetings, providing status updates, and facilitating the dissemination of information to Participants and their Designated Representatives specified in Section 2.1.
- 3.3. Sonoma Water shall provide Participants with a written accounting of all expenditures made during this Agreement. Should Sonoma Water complete its responsibilities under this Agreement for less than the not-to-exceed amount listed in Section 3.1 above, Sonoma Water shall divide proportionally any remaining funds and disburse them among the Participants based on the percentage each Participant provided to the AQPI project pursuant to this Agreement, unless otherwise agreed by all Participants in writing. Expenses incurred by Participants after June 1, 2019, are eligible for cost reimbursement for the purposes of this Agreement. Expenses incurred by Participants may be credited to and offset a Participant's deposit amounts set forth in Section 4.1 below. If a Participant's expenditures exceed its deposit amount set forth in Section 4.1, that excess amount may be reimbursed to the Participant from Sonoma Water at Sonoma Water's discretion upon a final accounting of deposits and expenses.
- 3.4. Sonoma Water shall maintain for no less than three years following the termination of this Agreement, complete and accurate records of all associated transactions in compliance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to each Participant upon reasonable notice for inspection and analysis during business hours.
- 3.5. Insurance and Indemnification Requirements:
 - a. Sonoma Water shall include the following indemnity language in all the contracts it manages or enters into related to the deployment of the precipitation forecasting system referenced in this Agreement:
 - i. Consultant/Contractor expressly agrees to defend, indemnify, and hold harmless Sonoma Water, East Bay Municipal Utility District, Alameda County Flood Control & Water Conservation District, Alameda County

Water District, East Bay Dischargers Authority, Contra Costa County Flood Control and Water Conservation District, Alameda County Flood Control and Water Conservation District - Zone 7, and their respective Directors, Board and/or Committee Members, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from Consultant/Contractor's, its Directors', Officers', Board and/or Committee Members', agents', employees', and/or sub-contractors' performance under this agreement.

- b. Sonoma Water shall, at a minimum, require that all the contracts it manages or enters into related to the deployment of the precipitation forecasting system referenced in this Agreement contain the following insurance provisions, to the extent they apply to the applicable scope of work:
 - i. Insurance Limits: The insurance shall be the greater of (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the named insured. The insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. It shall be explicitly stated that no representations are made that the minimum insurance requirements of the contract are sufficient to cover the obligations of the Named Insured.
 - ii. Workers Compensation Insurance: Workers Compensation Insurance shall be maintained during the life of any contract for all of its employees on the project, and the named insured shall require any subconsultant to provide it with evidence of Workers Compensation Insurance. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
 - a) Coverage A. Statutory Benefit,
 - b) Coverage B. Employer's Liability of not less than:
 - Bodily Injury by accident: \$1,000,000 each accident
 - Bodily Injury by disease: \$1,000,000 each employee
 - Bodily Injury per employee: \$1,000,000 policy limit
 - iii. Waiver of Subrogation: Workers' Compensation, Commercial General and Automobile Liability policies, including any applicable excess and umbrella insurance, must contain a waivers of subrogation endorsement providing that each sub-consultant/sub-contractor and each insurer waive any and all rights of recovery by subrogation, or otherwise, against Sonoma Water, East Bay Municipal Utility District, Alameda County Flood Control & Water Conservation District, Alameda County Water District, East Bay Dischargers, and Alameda County Flood Control and Water Conservation District - Zone 7.
 - iv. Primary and Non-Contributory: All insurance shall be primary and non-contributory and Sonoma Water, East Bay Municipal Utility District, Alameda County Flood Control & Water Conservation District, Alameda

County Water District, East Bay Dischargers Authority, Contra Costa County Flood Control and Water Conservation District, and Alameda County Flood Control and Water Conservation District - Zone 7 shall not be required to contribute to it.

- v. Additional Insured Endorsement: There must be endorsements naming Sonoma Water, East Bay Municipal Utility District, Alameda County Flood Control & Water Conservation District, Alameda County Water District, East Bay Dischargers Authority, Contra Costa County Flood Control and Water Conservation District, and Alameda County Flood Control and Water Conservation District - Zone 7 as Additional Insureds under all applicable Commercial General and Automobile Liability policies.
- vi. Non-Exclusion: All insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by sub-consultants/sub-contractors.
- vii. Premises or Operations: Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to the contract.
- viii. Work of Subcontractors: Insurance policies and Additional Insured Endorsements shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by sub-consultants/sub-contractors.
- ix. Commercial General Liability Insurance: Commercial General Liability Insurance for bodily injury, personal and advertising injury, and property damage shall cover all premises, contractual liability, products and completed operations, ongoing operations and personal injury and shall not contain any "prior work" coverage limitation or exclusion applicable to any services performed by or on behalf of any Consultant/Contractor performing services on behalf of Sonoma Water, East Bay Municipal Utility District, Alameda County Flood Control & Water Conservation District and Alameda County Flood Control and Water Conservation District - Zone 7, Alameda County Water District, East Bay Dischargers Authority, Contra Costa County Flood Control and Water Conservation District without any exclusion for work subcontracted to others in an amount no less than \$2 million per occurrence and \$2 million aggregate.
- x. Automobile Liability Insurance: Business Automobile Liability Insurance covering "All Autos" or "Owned, Non-Owned, and hired autos."
- xi. Professional Liability Insurance: Professional liability insurance with minimum limits of \$2 million per claim.

- 3.6. Sonoma Water shall comply with all relevant laws, grant requirements, and permit requirements, if any, pertinent to any procurements, expenditures of funds, operations, construction, improvement, labor compliance, or other implementation of this Agreement. Sonoma Water shall consult with Participants

on the scope of work or specifications for any contract entered hereunder and shall ensure that any contract hereunder provides sufficient rights, access, or licenses to enable the shared deployment and use of the site.

4. PARTICIPANT RESPONSIBILITIES

- 4.1. Subject to Section 3.3 above, each Participant shall deposit the amounts listed below with Sonoma Water by July 31, 2022, or 30 days after receiving an invoice from Sonoma Water, whichever is later, to cover its anticipated pro-rata share of contract costs and expenses as follows:
 - a. Participant Type 1: East Bay Municipal Utility District \$45,000
 - b. Participant Type 2: Alameda County Flood Control & Water Conservation District \$40,000
 - c. Participant Type 3: Alameda County Water District \$31,000
 - d. Participant Type 4: East Bay Dischargers Authority \$29,000
 - e. Participant Type 5: Contra Costa County Flood Control and Water Conservation District \$20,000
 - f. Participant Type 6: Alameda County Flood Control and Water Conservation District – Zone 7 \$25,000

5. TERMINATION

- 5.1. Any Participant may terminate its participation in this Agreement by giving 60 calendar days advance written notice to each Participant of its intent to terminate its participation in this Agreement. Termination shall not relieve the Participant of its obligation to pay costs and expenses related to any consultant contract or lease entered into by Sonoma Water or otherwise allocated prior to the Effective Date of the termination. Sonoma Water's right to terminate may be exercised by Sonoma Water's General Manager. If Sonoma Water terminates this Agreement, it shall prevent additional expenditures from being made under this Agreement to the degree reasonably practicable and disburse any unexpended funds as provided in Section 3.3.

6. INDEMNIFICATION

- 6.1. Each Participant expressly agrees to defend, indemnify, and hold harmless Sonoma Water and its Directors, Board and/or Committee Members, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from that Participant's, its respective Directors', Board and/or Committee Members', officers', agents', employees', and/or subcontractors' negligence or willful misconduct in performing this Agreement.
- 6.2. Sonoma Water expressly agrees to defend, indemnify, and hold harmless the Participants, their respective, Directors, Board and/or Committee Members, officers, agents and employees from and against any and all loss, liability, expense,

claims, suits, and damages, including attorneys' fees, arising out of or resulting from Sonoma Water's, its Directors', Officers', Board and/or Committee Members', agents', employees', and/or sub-contractors' negligence or willful misconduct in performing this Agreement.

7. TERMINATION OF 2021 AGREEMENT

- 7.1. Upon full execution of this Agreement by all Participants, the 2021 Agreement shall be considered terminated and shall be superseded by this Agreement, which shall be the operative agreement.

8. ADDITIONAL REQUIREMENTS

- 8.1. Term of Agreement: The term of this Agreement begins on the Effective Date and shall expire on December 31, 2023, unless terminated earlier in accordance with the provisions of Article 5 (Termination).
- 8.2. Amendments: Changes to this Agreement may only be made by written amendment, signed by all parties.
- 8.3. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 8.4. Making of Agreement: Participants and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the Agreement's interpretation; the language of the Agreement will not be construed against one Participant in favor of another. Participants and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 8.5. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.
- 8.6. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of the State of California. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 8.7. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

- 8.8. Merger: This writing is intended both as the final expression of the Agreement between the Parties with respect to the subject matter hereof and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Participant acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 8.9. Entire Agreement: This Agreement is the entire Agreement between the parties.
- 8.10. Counterparts: This Agreement may be executed in multiple counterparts and all counterparts so executed shall constitute a single binding agreement. Original counterpart signature pages may be affixed to an original of this Agreement to create a single, complete agreement. Any counterpart executed by a Participant and/or Sonoma Water and transmitted by electronic transmission shall be treated as an original signature page at the time of receipt. The actual original signature page shall also be mailed to Sonoma Water within ten days of the date of the electronic transmission.
- 8.11. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 8.12. Time of Essence: Time is and shall be of the essence of this Agreement and every provision.
- 8.13. Signature(s): Participants shall use either manual or digital signature(s) to execute this Agreement, and to execute documents required to be executed by this Agreement. Digital signature(s) must comply with Government Code section 16.5. By using digital signature(s), Participants warrant and represent that they intend the digital signature to have the same force and effect as the use of a manual signature. Electronic signature(s) are not allowed.

Signatures appear on the following pages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 21/22-090

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

East Bay Municipal Utility District

By: _____
David Briggs, PhD, PE
Manager of Water Operations

By: _____
Adam Brand, Deputy County Counsel

Date: _____

Sonoma County Water Agency

East Bay Dischargers Authority

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency’s Board of Directors Action on
December 14, 2021

By: _____
Jacqueline T. Zipkin
General Manager

Date: _____

Date: _____

Alameda County Water District

**Contra Costa County Flood Control and
Water Conservation District**

By: _____
Ed Stevenson
General Manager

By: _____
Brian M. Balbas
Chief Engineer

Date: _____

Date: _____

**Alameda County Flood Control & Water
Conservation District**

**Alameda County Flood Control and Water
Conservation District – Zone 7**

By: _____
Daniel Woldesenbet, PhD, PE
Director

By: _____
Valerie L. Pryor
General Manager

Date: _____

Date: _____

Approved as to form:
Donna R. Ziegler, County Counsel

By: _____
Kathy Lee, Deputy County Counsel



Contra
Costa
County

To: Board of Supervisors
From: Karen Caoile, Director of Risk Management
Date: August 9, 2022

Subject: Settlement of Claim, Oscar Aranda, Jr. vs. Contra Costa County

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Oscar Aranda, Jr. and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$100,000, less permanent disability advances.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$100,000, less permanent disability advances.

BACKGROUND:

Attorney Mark A. Cartier, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Oscar Aranda, Jr. v. Contra Costa County. The Board's July 26, 2022 closed session vote was: Supervisors Gioia, Andersen, Burgis, Mitchoff and Glover - Yes. This action is taken so that the terms of this final settlement and the earlier July 26, 2022 closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Karen Caoile 335-1400

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: August 9, 2022

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Sandy G. Heintz, Brittanie Leaea (2), and State Farm Mutual, a subrogee of Emily Lopez.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Sandy G. Heintz: Personal injury claim for complications from shingles vaccine in the amount of \$5,000.

Brittanie Leaea: Property claim for damage to vehicle in the amount of \$9,143.88.

Brittanie Leaea: Property claim for damage to vehicle in the amount of \$6,250.04.

State Farm Mutual a subrogee of Emily Lopez: Property claim for damage in the amount of \$2,529.43.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 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: Monica Nino, County Administrator
Date: August 9, 2022

Subject: ACCEPT Board members meeting reports for July 2022

RECOMMENDATION(S):

ACCEPT Board members meeting reports for July 2022.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Joellen Bergamini 925.655.2000

By: , Deputy

cc:

ATTACHMENTS

District II July 2022 Report

District III July Report

District IV July 2022

Report

Supervisor Candace Andersen – Monthly Meeting Report *July 2022*

Date	Meeting	Location
1	O & S County Connection	Zoom meeting
1	EBRCSA	Zoom Meeting
4	Orinda Flag Raising/Danville Parade	Orinda/Danville
6	TVTC	Zoom meeting
6	MHC	Zoom meeting
8	ABAG	Zoom meeting
11	Internal Operations	Zoom meeting
11	SWAT	Zoom meeting
12	Board of Supervisors	Martinez
13	CCCERA	Zoom meeting
13	NACO Familiar Faces	Zoom meeting
14	EBEDA	Zoom meeting
14	Staff meeting	Zoom meeting
18	ED Recruit Adhoc Comm	Zoom meeting
21	Co Connection BOD	Zoom meeting
21	ABAG	Zoom meeting
22	EBRCSA	Zoom meeting
25	Family & Human	Zoom meeting
25	ORESJ Community Cafe	Zoom meeting
26	Board of Supervisors	Zoom meeting
27	CCCERA	Zoom meeting
27	SR State of City	San Ramon
28	Public Works	Zoom meeting
28	CCCSWA BOD	Zoom meeting
29	Lafayette Community Meeting	Zoom meeting

Supervisor Diane Burgis - July 2022 AB1234 Re

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

Date	Meeting Name	Location
1-Jul	East Contra Costa Fire Protection District Transfer of Command Ceremony	Brentwood
6-Jul	Meeting with Byron Municipal Advisory Councilmember, Dennis Lopez	Brentwood
11-Jul	Internal Operations Committee Meeting	Web Meeting
11-Jul	Legislation Committee Meeting	Web Meeting
11-Jul	First 5 Commission Meeting	Web Meeting
12-Jul	Board of Supervisors Meeting	Martinez
12-Jul	Housing Authority Board of Commissioners Meeting	Martinez
12-Jul	Contra Costa County Fire Protection District Board of Directors Meeting	Martinez
12-Jul	Meeting with Sheriff, David Livingston	Via Phone
13-Jul	Meeting with Supervisor Karen Mitchoff, Campbell Ingram and Ironhouse Sanitary District	Web Meeting
14-Jul	Meeting with Fire Chief, Lewis Broschard, East Bay Reginal Park District Fire Chief, Aileen Theile and Chief of Police, Anthony Ciaburro	Web Meeting
14-Jul	Meeting with County Administrator, Monica Nino	Web Meeting
14-Jul	East Contra Costa Regional Fee and Financing Authority Board Meeting	Web Meeting
14-Jul	State Route 4 Bypass Authority Board Meeting	Web Meeting
14-Jul	Transplan Committee Meeting	Web Meeting
20-Jul	National Association of Counties Annual Conference Meeting	Aurora, Colorado
21-Jul	National Association of Counties Annual Conference Meeting	Aurora, Colorado
21-Jul	Delta Protection Commission Meeting	Web Meeting
22-Jul	Delta Counties Coalition Meeting	Web Meeting
23-Jul	National Association of Counties Annual Conference Meeting	Aurora, Colorado
24-Jul	National Association of Counties Annual Conference Meeting	Aurora, Colorado
25-Jul	Family and Human Services Committee Meeting	Web Meeting
26-Jul	Board of Supervisors Meeting	Martinez
27-Jul	Meeting with Antioch Chamber of Commerce President, Daniel Sohn	Web Meeting
27-Jul	Tri Delta Transit Board of Directors Meeting	Web Meeting
28-Jul	Delta Stewardship Council Meeting	Web Meeting

	Meeting with Byron-Brentwood-Knightsen Union	
28-Jul	Cemetery District Chair, Patricia Bristow	Web Meeting
28-Jul	Meeting with County Administrator, Monica Nino	Web Meeting
30-Jul	Pleasant Hill Library Grand Opening	Pleasant Hill

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

port
bodies report on meetings
meals, lodging, etc).

Purpose

Community Outreach

Meeting

Meeting

Meeting

Meeting

Meeting

Meeting

Meeting

Meeting

Meeting

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Meeting

Meeting

Meeting

Meeting

Community Outreach

**Supervisor Karen Mitchoff
July 2022**

DATE	MEETING NAME	LOCATION	PURPOSE
07/18/22	DCC Video Recording	Oakley	Water Advocacy
07/18/22	Mtg at Public Works Department	Martinez	Signing Documents
07/21/22	San Francisco Airport	San Francisco	Flights to Annual NACo Conference

**Supervisor Karen Mitchoff
July 2022**

3



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: August 9, 2022

Subject: Appointments to the Historical Landmarks Advisory Committee (HLAC)

RECOMMENDATION(S):

REAPPOINT Melissa Jacobson (Martinez, 94553) to Seat 1, David Yuers (Walnut Creek, 94596) to Seat 2, Anthony Geisler (Diablo, 94528) to Seat 3, and Carol Jensen (Brentwood, 94513) to Seat 4, of the Historical Landmarks Advisory Committee (HLAC) for a 4-year term with an expiration date of August 12, 2026, as recommended by Director of the Conservation and Development and Contra Costa County Historical Society.

FISCAL IMPACT:

None.

BACKGROUND:

The Historical Landmarks Advisory Committee (HLAC) has five members, comprised of four nominees from the Contra Costa County Historical Society. T

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 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)

he Department of Conservation and Development Director or designee serves as the fifth member.

In an email dated July 19, 2022, Mr. Michael McCarron, the Executive Director of the Contra Costa County Historical Society, stated that the Contra Costa County Historical Society has no objection to the reappointment of all current HLAC members: Chair Carol Jensen, Co-Chair Melissa Jacobson, David Yuers and Anthony Geisler. This email is attached to this Board Order.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not act, then the HLAC will have five vacant seats beginning on August 13, 2022, and would be unable to meet to conduct business.

CHILDREN'S IMPACT STATEMENT:

None.

ATTACHMENTS

CCC Historical Society Email

From: [Michael McCarron](#)
To: [Dominique Vogelpohl](#)
Subject: RE: reappointment of current HLAC members
Date: Tuesday, July 19, 2022 3:29:48 PM
Attachments: [image001.png](#)

Dominique,

The Contra Costa County Historical Society recommends the reappointment of Carol Jensen, Melissa Jacobson, Davide Yuers, and Tony Geisler to the County's Historical Landmarks Advisory Committee (HLAC).

Respectfully,

Michael C. McCarron
Executive Director
Contra Costa County Historical Society
724 Escobar Street
Martinez, CA 94553
925-229-1042

From: Dominique Vogelpohl <Dominique.Vogelpohl@dcd.cccounty.us>
Sent: Tuesday, July 19, 2022 3:24 PM
To: Michael McCarron <director@cocohistory.org>
Subject: reappointment of current HLAC members

Hello Michael,

I hope you are well.

I am preparing the consent item to the Board to have all active HLAC members reappointed (Carol Jensen, Melissa Jacobson, Davide Yuers, and Tony Geisler) and wanted to verify with the CCCHS that their memberships are still valid and that the CCCHS has no objection to anyone being reinstated for another 4-year term.

It does not have to be anything formal as they are all members who have received previous CCCHS endorsement. An email response is sufficient.

Please let me know if you have any questions.

Sincerely,

Dominique Vogelpohl, HLAC staff
Department of Conservation and Development
Community Development Division
30 Muir Road Martinez, CA 94553
(925) 655-2880





Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: August 9, 2022

Subject: Add three (3) Substance Abuse Counselor positions in the Health Services department.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26009 to add three (3) Substance Abuse Counselor (VHVC) positions at salary plan and grade TC5-1436 (\$5,616 - \$6,826) in the Health Services department. (Represented)

FISCAL IMPACT:

Upon approval, this request has an annual cost of approximately \$427,385 with \$95,301 in pension costs already included. These positions will be funded by the Probation Department via interdepartmental agreement (50% General Fund, 50% Youth Offenders Block Grant).

BACKGROUND:

The Behavioral Health division is requesting to add three Substance Abuse Counselor positions to address the substance use-related needs of the youth who are placed at the County's Juvenile Hall. Behavioral Health is developing an integrated program that provides primary, mental health, and substance use services for juvenile hall residents and their families. The substance abuse counselor positions are necessary for assisting juvenile hall residents with developing decision-making and problem-solving skills to reduce criminal behavior connected to substance use. The counselors will also provide support to the families of juvenile hall residents as they transition back into the community. The addition of these positions will provide appropriate substance use disorder screening, support, and treatment by trained professionals.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Behavioral Health division will not have the appropriate staffing levels to provide necessary substance-use related services to the juvenile hall residents and their families.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: 925-957-5267

By: , Deputy

ATTACHMENTS

P300 No. 26009 HSD

POSITION ADJUSTMENT REQUEST

NO. 26009
DATE 7/27/2022

Department Health Services

Department No./
Budget Unit No. 0466 Org No. 5930 Agency No. A18

Action Requested: Add three (3) Substance Abuse Counselor (VHVC) positions in the Health Services Department. (Represented)

Proposed Effective Date: 8/10/2022

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 \$427,385.87

Net County Cost \$213,692.93

Total this FY \$391,770.38

N.C.C. this FY \$195,885.19

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 50% Probation Dept. GF, 50% Youth Offenders Block Grant

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

Jenny Nguyen

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

7/29/2022

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

8/3/2022

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Enid Mendoza

Other: Approve as recommended by the department.

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

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: John Kopchik, Director, Conservation & Development Department
Date: August 9, 2022

Subject: Add one Network Administrator II position in the Conservation and Development Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26004 to add one (1) Network Administrator II (LNSB) (represented) position at a salary plan and grade ZA5 1787 (\$7,950.01-\$9,663.29) in the Department of Conservation and Development.

FISCAL IMPACT:

This action will cost \$198,146 annually, of which \$32,411 is retirement costs. Funding for this position will come 100% from Land Development funds.

BACKGROUND:

The Information Technology Section of the Department of Conservation and Development (DCD) provides support to the Department's internal and external customers and infrastructure. In order to continue serving the public while helping keep its employees safe in the face of COVID-19, DCD has, and is continuing to, significantly change its operations. The Department has switched to all electronic permitting, holding all public meetings virtually, and relying on technology to help facilitate maximum public participation as well as attending to network and security issues associated with supporting the implementation of the Remote Work Policy. These operational changes rely heavily on information technology resources. DCD does not currently have the resources

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Deidra Dingman 925 655-2910

By: , Deputy

cc:

BACKGROUND: (CONT'D)

needed to complete network IT projects in a timely and efficient manner. An additional staff person with the necessary knowledge and experience will help to ensure that the Department's current and growing network projects will be carried out effectively.

DCD requests to add a Network Administrator II position to help implement projects including upgrading DCD's permitting system (Accela Automation) and document imaging system (Laserfiche) to the latest versions. These upgrades will necessitate rebuilding the current Accela environment into DCD's virtual environment and allocating network storage resources. It is expected that the new position will function with significant independence and autonomy in the implementation of these network projects.

CONSEQUENCE OF NEGATIVE ACTION:

A Network Administrator II position is essential to the efficient operation of this Department. If this position is not approved, DCD will not be able to adequately cover all its information technology needs which will negatively impact the operation of existing and future network functions.

ATTACHMENTS

AIR 50377_P300 26004_DCD Add Network Admin II -BOS 8.9.22

POSITION ADJUSTMENT REQUEST

NO. 26004
DATE 7/14/2022

Department Conservation and Development Department No./
Budget Unit No. 0280 Org No. 2653 Agency No. 38
Action Requested: Add one (1) Network Administrator II position

Proposed Effective Date: 8/1/2022

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 \$198,146.00 Net County Cost _____
Total this FY \$198,146.00 N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Land Development Fund

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

/s/ John Kopchik

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie Enea

7/22/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 7/26/2022

Add one (1) Network Administrator II (LNSB) (represented) position at a salary plan and grade ZA5 1787 (\$7,950.01-\$9,663.29) in the Department of Conservation and Development.

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

Effective: Day following Board Action.

_____(Date)

Amanda Monson

7/26/2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

/s/ Julie Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: August 9, 2022

Subject: Increase the hours of one (1) Mental Health Community Support Worker II position in the Health Services department.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26008 to increase the hours of one (1) Mental Health Community Support Worker II (VQVB) position #13680 at salary plan and grade TC5-0968 (\$3,533 - \$4,294) from 36/40 to 40/40, in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost increase of approximately \$7,837 with pension costs already included. This increase will be fully funded by Mental Health Services Act revenues.

BACKGROUND:

Incumbents in this classification have the ability to request that their position hours be increased, as outlined in the Memorandum of Understanding between the County and Teamsters, Local 856. The incumbent has requested to increase their hours from 36/40 to 40/40. The Behavioral Health division has determined that the increase of hours as requested by the incumbent will better accommodate their clients in need of peer support services in the juvenile justice system.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the department will not be able to fulfill the request of the incumbent and operational need for additional support.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: 925-957-5267

By: , Deputy

cc: Jenny Nguyen, Stacey Tupper, Jo-Anne Linares, Cheri Shipley, Faye Ny, Kathi Caudel

ATTACHMENTS

P300 No. 26008 HSD

POSITION ADJUSTMENT REQUEST

NO. 26008
DATE 7/27/2022

Department Health Services

Department No./
Budget Unit No. 0467 Org No. 5722 Agency No. A18

Action Requested: Increase the hours of one (1) Mental Health Community Support Worker II position #13680 from 36/40 to 40/40 in the Health Services Department.

Proposed Effective Date: 8/10/2022

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 \$7,837.91 Net County Cost \$0.00
Total this FY \$7,184.75 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Mental Health Services Act

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

Jenny Nguyen

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

7/29/2022

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

8/3/2022

- 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: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Lease for 2731 Systron Drive, Suite 250, Concord

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with Systron Business Center, LLC, for approximately 23,258 square feet in the building located at 2731 Systron Drive, Suite 250, Concord, for a ten-year term for the Health Services Department – Public Health group, at an initial annual rent of \$652,490.40 for the first year with annual increases thereafter, plus a share of landlord’s operating expenses beginning in 2024. (100% Org# 5754)

FISCAL IMPACT:

100% Health Services Health Plan

BACKGROUND:

The Health Services Department needs to relocate Public Health (PH) staff from 595/597 Center Avenue, Martinez, to free up space for Contra Costa Health Plan (CCHP) staff. The CCHP staff growth and space needs are directly related to the recently approved Medi-Cal waiver.

Staff from the Health Services Department – Women, Infant, and Children (WIC) group will occupy the only other suite in this building and will share a breakroom and restroom with PH.

Beginning in 2024, in addition to base rent, PH will pay any increase in operating expense, utility expense, property taxes, and insurance over the base year of 2023. PH’s

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Margaret Eychner, 925-957-2463

By: , Deputy

cc:

BACKGROUND: (CONT'D)

responsibility to pay an increase in operating expenses is capped at no more than a 4% increase per year.

CONSEQUENCE OF NEGATIVE ACTION:

PH groups would need to remain in at their existing location and the County would need identify alternative space for the expanding CCHP staff.

ATTACHMENTS

Lease Agreement

Exhibit A

Work Letter

Work Letter - Schedule 2

Work Letter - Schedule 2A

LEASE

Heath Services Department –
Public Health
2731 Systron Drive, Suite 250
Concord, California

This lease is dated August 9, 2022 (“**Effective Date**”), and is between SYSTRON BUSINESS CENTER, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

Recitals

- A. Lessor is the owner of real property located in Concord, California that has been improved with three adjoining buildings located at 2727 Systron Drive, 2729 Systron Drive, and 2731 Systron Drive (together, the buildings are the “**Complex**”). The Complex is comprised of approximately 94,322 square feet of space.
- B. This lease is one of two leases Lessor and the County are entering into simultaneously. Under each of the two leases, Lessor is leasing to the County a portion of the building located at 2731 Systron (the “**Building**”). The Building consists of approximately 31,999 square feet of space, which is 33.93% of the total square footage of the Complex.
- C. Under this lease, the County is leasing a portion of the Building that is comprised of approximately 23,258 square feet of space (“**Suite 250**,” or the “**Premises**”). Suite 250 comprises 24.66% of the total square footage of the Complex. Under a separate lease, the County is leasing a portion of the Building that is comprised of approximately 8,741 square feet of space (“**Suite 200**”). Suite 200 comprises 9.27% of the total square footage of the Complex. Attached as Exhibit A is a floorplan of the Building that shows Suite 200, Suite 250, and the common area shared by Suite 200 and Suite 250. As shown in Exhibit A, this lease and the lease of Suite 200 comprise all the square footage of the Building.
- D. In addition to obtaining the exclusive use of the Premises, this lease grants the County non-exclusive use of 104 parking spaces in the parking lot adjacent to the Complex.
- E. Simultaneous with the execution of this lease, Lessor and the County are entering into a work letter that sets forth how tenant improvements in the Premises are to be constructed, who will undertake construction of the improvements, who will pay for the construction of the improvements, and the time schedule for completing construction of the improvements (the “**Work Letter**”). The Work Letter is part of this lease.

The parties therefore agree as follows:

Agreement

1. Lease of Premises. In consideration of the rents and subject to (i) the terms of this lease, and (ii) Lessor and County simultaneously entering into a lease for Suite 200, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.

2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at County’s election, a Renewal Term, each as defined below.
 - a. Initial Term. The “**Initial Term**” is ten (10) years, commencing on the Commencement Date, as defined in the Work Letter.

 - b. Renewal Term. County has one option to renew this lease for a term of five (5) years (the “**Renewal Term**”) upon all the terms and conditions set forth in this lease.
 - i. County will provide Lessor with written notice of its election to renew the lease at least twelve months prior to the commencement of the Renewal Term. However, if County fails to provide such notice, its right to renew the lease will not expire until fifteen working days after the County’s receipt of Lessor’s written demand that the County exercise or forfeit the option to renew.

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

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

a. Initial Term.

<u>Months</u>	<u>Monthly Rent Office</u>	<u>Monthly Rent Warehouse</u>	<u>Total Monthly Rent</u>
1-12	\$51,739.20	\$2,635.00	\$54,374.20
13-24	\$53,291.38	\$2,714.05	\$56,005.43
25-36	\$54,890.12	\$2,795.47	\$57,685.59
37-48	\$56,536.82	\$2,879.34	\$59,416.16
49-60	\$58,232.93	\$2,965.72	\$61,198.64
61-72	\$59,979.91	\$3,054.69	\$63,034.60
73-84	\$61,779.31	\$3,146.33	\$64,925.64
85-96	\$63,632.69	\$3,240.72	\$66,873.41
97-108	\$65,541.67	\$3,337.94	\$68,879.61
109-120	\$67,507.92	\$3,438.08	\$70,946.00

- b. Renewal Term. Rent during the Renewal Term will be at the then-fair market rental value of the Premises. The fair market rental value of the Premises will be established by the mutual agreement of the parties. The parties shall use good faith efforts to establish the fair market value of the rent for the Renewal Term not less than twenty months prior to the commencement of the Renewal Period. If the parties fail to agree on the fair market rental value of the Premises by the date that is eighteen months prior to the commencement of the Renewal Period, the parties will engage a real estate appraiser with knowledge of the commercial real estate market in the area to determine the fair market value of the Premises. The parties shall each bear one-half the cost of the appraiser.
- c. Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.
4. Modified Full-Service Lease. With the exception of the costs borne by the County pursuant to Section 5 below (Additional Rent), this is a full-service lease. Lessor shall pay all of the Building's operating costs, including without limitation, the cost of Utilities, Operating Expenses, Real Property Taxes, and Insurance, all as defined below.
5. Additional Rent. In addition to the Rent set forth above, in each year following the Base Year (defined below), County shall pay Lessor the amounts set forth below (collectively, "**Additional Rent**"). Lessor shall invoice County for any Additional Rent due within ninety days after the end of each calendar year during the Term, beginning in the year that immediately follows the Base Year. County shall pay the amount so invoiced within thirty days of receipt of the invoice. County has the right, exercisable upon reasonable prior written notice to Lessor, to inspect Lessor's books and records relating to the amounts charged to County as Additional Rent. County shall cause any such inspection to occur within ninety days of receipt of the annual invoice. In the absence of a manifest error in the invoice, County may not withhold payment of the invoice until after the completion of such inspection.
- a. Proportionate Share. For purposes of this lease, "**Proportionate Share**" means the ratio, expressed as a percentage of the square footage of the Premises to the total square footage of the Complex. The parties estimate County's Proportionate Share of the Complex to be 24.66%.
- b. Operating Expenses. County's Proportionate Share of the Excess Amount of Operating Expenses, as defined below.
- "**Excess Amount of Operating Expenses**" means the amount by which Operating Expenses actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Operating Expenses in calendar year 2023 (the "**Base Year**"); provided, however, in no event will the Excess Amount of Operating Expenses exceed 4% in any year.

“Operating Expenses” means the cost of (i) janitorial services and cleaning supplies provided to the Building, (ii) the operation and upkeep of all building systems serving the Building, including lighting, plumbing, HVAC, fire/life safety, electrical systems, ceiling, flooring and other surfaces, and (iii) pest and rodent control.

Notwithstanding any provision of this lease to the contrary, Lessor and County acknowledge and agree that the following items are excluded from Operating Expenses to be reimbursed or paid by County:

- i. Payments on any loans or ground leases affecting the Complex.
 - ii. Depreciation of any building in the Complex or any major system of any service equipment of any building in the Complex.
 - iii. All costs and expenses associated with leasing to other tenants, including tenant improvements allowances, attorneys’ fees, brokerage commissions, and architectural fees, if any.
 - iv. Any cost incurred in complying with hazardous materials laws.
 - v. Capital taxes, income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes or other taxes personal to the Lessor.
- c. Utility Expenses. County’s Proportionate Share of the Excess Amount of Utility Expense.

“Excess Amount of Utility Expenses” means the amount by which Utility Expense, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Utility Expenses in the Base Year.

“Utility Expenses” means the cost of gas and electric service, water, sewer and refuse collection services provided to the Building.

- d. Real Property Taxes. County’s Proportionate Share of the Excess Amount of Real Property Tax Expense, as defined below.

“Excess Amount of Real Property Tax Expense” means the amount by which Real Property Taxes, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Real Property Taxes in the Base Year.

“Real Property Taxes” means and includes all taxes, assessments (amortized over the longest period available to Lessor) levied or assessed upon the Building and the real property upon which it is situated, any state or local business taxes or

fees measured by or assessed upon gross rentals or receipts, and other government charges, general and special, including, without limitation, assessments for public improvements or benefits, that are, during the Term of this lease, assessed, levied, and imposed by any governmental authority upon the Building. Real Property Taxes do not include any late fees or penalties, any municipal, county, State, or Federal net income, estate, succession, inheritance, sales, use, or franchise taxes of Lessor or documentary or transfer taxes.

- e. Insurance. County's Proportionate Share of the Excess Amount of Insurance Expense, as defined below.

"Excess Amount of Insurance Expense" means the amount by which Insurance, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for the Insurance in the Base Year.

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

- 6. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law. County is responsible for obtaining any use permits needed to operate County's business within the Premises.
- 7. Lessor's Furniture. Concurrently with the execution of this lease, by executing and delivering a bill of sale substantially in the form of Exhibit B (the "**Bill of Sale**"), Lessor shall grant, sell and convey to the County 157 workstation cubicles that are currently located at the Premises (the "**Lessor's Furniture**"). Lessor's Furniture will be conveyed pursuant to the Bill of Sale "AS-IS /WHERE IS" and "WITH ALL FAULTS" and without representations or warranties of any kind or nature as to merchantability or fitness for a particular purpose. From and after Lessor's delivery of the Bill of Sale to the County, Lessor's Furniture will be the County's property.
- 8. Maintenance and Repairs.
 - a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing in the Premises.
 - b. Fire Extinguishers; Smoke Detectors; Strobe Alarms. Lessor shall provide fire extinguishers, smoke detectors, and strobe alarms in the Premises as required by current laws, regulations, and the Fire Marshall. Lessor shall maintain, repair, and replace the fire extinguishers, smoke detectors, and strobe alarms as needed.

- c. Interior of Premises. County, at County's sole cost, shall keep and maintain the interior of the Premises in good order, condition, and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. County shall maintain all locks and key systems used in the Premises. The County may install and maintain an alarm system, if deemed necessary by County.
 - d. Utility Systems. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition, and repair.
 - e. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. Normal operating hours are Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m., excluding generally recognized holidays. If County requires the use of the HVAC systems outside the normal operating hours, County is responsible for the actual utility costs of the HVAC incurred by such use plus a 10% administrative fee. County is responsible for the repair and/or replacement of the existing supplemental HVAC system in the Technology/Server Room.
 - f. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition, and repair.
 - g. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling, or similar work that is beyond Lessor's responsibilities under this lease, at County's request, either Lessor shall perform the work at County's expense or shall allow for County to have the work done at County's expense. In performing the work, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor thirty (30) days prior written notice, change the scope of work, terminate any or all work, or require that work be performed by a different contractor, subject to Lessor's reasonable approval. All work is subject to Lessor's approval and must comply with existing code requirements.
9. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
10. Subordination, Non-Disturbance and Attornment. If at any time Lessor has a loan that is secured by a lien of a mortgage or deed of trust encumbering the Building, Lessor shall cause the lender(s) holding the lien to execute and deliver to County a Subordination, Non-Disturbance and Attornment Agreement that is in substantial conformity with Exhibit C.

11. Assignment and Sublease. County may assign this lease or sublease the Premises or any part thereof with the written approval from Lessor, which will not be unreasonably withheld or delayed.
12. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Building, (ii) attach fixtures and signs (“**County Fixtures**”) in or upon the Building which do not affect the Building systems, and (iii) install electric vehicle charging stations (“**Charging Stations**”). Any County Fixtures, exterior signs or fixtures, and the location of the Charging Stations, are subject to Lessor’s prior approval, which approval may not be unreasonably withheld. Any County Fixtures will remain the property of County and may be removed from the Building by County at any time during the Term. County is responsible for the cost of all alterations, County Fixtures and for the cost of Charging Stations that are not required to be installed as part of the Tenant Improvements. All alterations and County Fixtures must comply with then-current code requirements and are to be removed by County at the expiration of the Term and any damage repaired.
13. Prior Possession. Commencing on the Effective Date, County has the right to install fixtures, telephones, alarm systems, and other items required to prepare the Premises for County’s occupancy and to store furniture, supplies and equipment, provided such work and storage can be effected without unduly interfering with Lessor’s completion of any tenant improvements.
14. Insurance.
 - a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the self-insurance program, and naming Systron Business Center, LLC as additional insured.
 - b. Self-Insurance Exclusion. County’s self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.
15. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises in broom clean condition, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor’s failure to make repairs required of Lessor excepted. County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease. Lessor may require County to remove data cabling from the Premises.

16. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.
17. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this lease.
18. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of such Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

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

If Lessor fails to address a Perilous Condition within twenty-four (24) hours after County's notice or to immediately address an emergency, County may attempt to resolve the Perilous Condition or emergency. Lessor shall reimburse County for any costs incurred by County in addressing the Perilous Condition or emergency promptly upon receipt of County's invoice.

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

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

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

20. Hazardous Material. Lessor warrants to County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the

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

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

21. Indemnification.

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

22. Default.

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

- a. County.
 - i. County’s failure to pay Rent within ten business days after receipt of a written notice of failure (a “**Notice**”) from Lessor to County; provided,

however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed seventy-five days from receipt of a Notice.

- ii. County's failure to comply with any other material term or provision of this lease if the failure is not remedied within thirty days after receipt of a Notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if the default cannot reasonably be remedied within the thirty day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days, provided County commences curing the default within thirty days and thereafter diligently proceeds to cure the default.

b. Lessor.

- i. Lessor's failure to complete the Tenant Improvements in accordance with the Improvement Agreement.
- ii. Lessor's failure to perform any other obligation under this lease if the failure is not remedied within thirty days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if the breach cannot reasonably be remedied within the thirty day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of ninety days, provided Lessor commences curing the breach within thirty days and thereafter diligently proceeds to cure the breach.

23. Remedies.

- a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
- b. County. If Lessor fails to complete the Tenant Improvements in accordance with the Improvement Agreement, County may terminate this lease by giving written notice to Lessor with no cost or obligation to County. Such termination is effective on the effective date of the written notice. Upon the occurrence of any other default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either

deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay in full promptly upon receipt.

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

To Lessor: SYSTRON BUSINESS CENTER, LLC
c/o Hanford Freund & Company
47 Kearny Street, Suite 300
San Francisco, CA 94108

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

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

25. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
26. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month, terminable upon thirty (30) days' notice given at any time and is subject to the terms of this lease. During such holding over, County shall pay monthly rent equal to one hundred twenty-five percent (125%) of the rent that had been in effect at the time the lease expired. Holding over does not constitute an extension of the lease.
27. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
28. Governing Law. The laws of the State of California govern all matters arising out of this lease.
29. Severability. In the event that any provision of this lease is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.
30. Real Estate Commission. In negotiating this lease, Lessor is represented by Newmark Knight Frank, and the County represents itself. Lessor shall pay a real estate commission to Newmark Knight Frank pursuant to a separate written agreement. Lessor recognizes

and acknowledges that the County is entitled to a real estate commission when it represents itself. The County warrants to Lessor that County's contact with Lessor in connection with this lease has been directly with Newmark Knight Frank.

Lessor shall pay to the County a real estate commission of 2.5% of the amount of the first five (5) years of the Initial Term (\$86,604.00), and 1.25% of the amount of the second five (5) years of the Initial Term (\$50,198.89), for a total commission amount of \$136,802.89 (the "**County Commission**"). Lessor shall pay one-half of the County Commission upon the execution of this lease and the remainder on the Commencement Date.

Lessor warrants that no other broker or finder, other than Newmark Knight Frank and the County, can properly claim a right to a leasing commission or a finder's fee based upon contacts with the County with respect to the Building. Lessor and County shall indemnify, defend, protect, and hold each other harmless from and against any loss, cost, or expense, including, but not limited to, attorneys' fees and costs, or the payment of a real estate commission to any party, other than Newmark Knight Frank and County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Building and this lease.

[Remainder of Page Intentionally Left Blank]

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

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

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

SYSTRON BUSINESS CENTER, LLC, a
California limited liability company

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Jeff Wilcox
Managing Director

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret J. Eychner
Senior Real Property Agent

APPROVED AS TO FORM

Mary Ann McNett Mason, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

ME:
G:\realprop\LEASE MANAGEMENT\CONCORD\2731 SYSTRON - T00___\LEASES\LEASE DRAFTS\PH Lease\2731 Systron Public
Health Lease - Final.docx

Exhibit A

[Floorplan]

Exhibit B

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Systron Business Center, LLC, a California limited liability company (“Transferor”) hereby transfers and conveys to the County of Contra Costa (“Transferee”), all of Transferor’s right, title, and interest in and to the following located at 2731 Systron Drive, Concord, CA: one hundred and fifty-seven (157) work station cubicles (collectively, the “Transferred Property”).

As of the effective date hereof, the Transferred Property shall be transferred to Transferee (a) “AS-IS/WHERE IS,” (b) “WITH ALL FAULTS,” and (c) without representations of any kind or nature as to the merchantability or fitness for a particular purpose of such Transferred Property.

IN WITNESS WHEREOF, this Bill of Sale is executed as of August 9, 2022

TRANSFEROR:

SYSTRON BUSINESS CENTER, LLC, a California limited liability company

By: _____
Jeff Wilcox, Managing Director

Exhibit C

Recorded at the request of:
Contra Costa County

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

Assessor's Parcel No. 126-192-014-2

Subordination, Non-Disturbance, and Attornment Agreement

This agreement is dated _____, 20____, and is between the County of Contra Costa, a political subdivision of the State of California (the “**Tenant**”), _____, a _____, its successors and assigns (the “**Lender**”), having its principal place of business at _____.

Recitals

- A. Pursuant to a lease dated _____, 2022 (the “**Lease**”) between the Tenant and SYSTRON BUSINESS CENTER, LLC, a California limited liability company (the “**Landlord**”), Landlord is leasing to the Tenant certain space in the building located at 2731 Systron Drive, Concord, more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).
- B. Lender has previously made a loan (the “**Loan**”) to Landlord that is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender encumbering the Property (the “**Mortgage**”) and an assignment of all leases of and rents from the Property
- C. This agreement is being executed by the parties in accordance with the requirements of Section 9 of the Lease.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Tenant hereby represents, acknowledges, and agrees as follows:
 - a. The term of the Lease commences on _____ and will terminate on _____.

- b. The current monthly rent payment under the Lease is set forth in Section 3 of the Lease. No advance rents have been prepaid.
- c. The improvements described in the Lease have not been completed or accepted by Tenant.
- d. Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
- e. Upon its execution, the Lease will be in full force and effect.
- f. All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.
- g. If Lender provides Tenant with Lender's address for notification purposes, Tenant will deliver to Lender a copy of all notices Tenant delivers to or receives from Landlord.
- h. Tenant will not look to Lender or its successors or assigns for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Lender.

2. If Lender elects to foreclose the Mortgage, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.

3. In the event that Lender succeeds to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Lender is not:

- a. Liable for any act or omission of Landlord or any prior landlord under the Lease;
- b. Subject to any offsets or defenses that Tenant might have against Landlord or any prior landlord;
- c. Bound by any rent or additional rent that Tenant might have paid for more than the current month to Landlord;
- d. Bound by any amendment or modification of the Lease made without Lender's prior written consent; or
- e. Liable for any security deposit Tenant might have paid to Landlord, except to the extent Lender has actually received said security deposit.

4. Upon Lender's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all the obligations and conditions imposed on Tenant by the Lease. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

5. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender will have such longer time as may be necessary to cure the default provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

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

To Lender: _____

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

7. This agreement binds and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

[Remainder of Page Intentionally Left Blank]

8. This agreement may be modified only in a writing duly executed by both parties.

The parties are signing this agreement as of the date set forth in the introductory clause.

COUNTY:

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

By _____
Brian M. Balbas
Director of Public Works

LENDER:

Name of Lender., a

By _____
Name
Title

By _____
Name
Title

[Attach Notary Forms]

Exhibit A to
Subordination, Non-Disturbance, and Attornment Agreement
[Legal Description of Property]

LEGAL DESCRIPTION EXHIBIT

CITY OF CONCORD

PORTION OF LOT 20, AS SHOWN ON THE MAP OF SUBDIVISION OF LANDS IN THE ESTATE OF FRANCISCO GALINDO, FILED DECEMBER 24, 1901 IN BOOK B OF MAPS, PAGE 35, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF GALINDO STREET (SAN MIGUEL ROAD), AT THE MOST WESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ANDREW PRICCO TO W.K. ROSENBERRY, DATED NOVEMBER 6, 1956 AND RECORDED NOVEMBER 15, 1956 IN BOOK 2881 OF OFFICIAL RECORDS AT PAGE 591, SAID POINT BEING ON THE WESTERLY LINE OF SAID LOT 20; THENCE FROM SAID POINT OF BEGINNING NORTH 13° 30' WEST, ALONG SAID WESTERLY LINE OF SAID LOT 20, 412.24 FEET TO THE SOUTHERN LINE OF THE PARCEL OF LAND SHOWN ON THE MAP ENTITLED "GALINDO GLEN TRACT 2614, CITY OF CONCORD, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 2, 1958 IN BOOK 70 OF MAPS, PAGE 6, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE SOUTHERN AND EASTERN LINES OF SAID "GALINDO GLEN", NORTH 76° 30' EAST, 92.79 FEET, NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 175 FEET, TANGENT TO THE LAST NAMED COURSE, 145.75 FEET, AND NORTH 28° 46' 45" EAST, 287.27 FEET TO THE NORTHERLY LINE OF SAID LOT 20; THENCE ALONG SAID NORTHERLY LINE OF LOT 20, NORTH 76° 15' EAST, 342.85 FEET; THENCE SOUTH 14° 18' 28" EAST, 394.14 FEET; THENCE SOUTH 16° 59' 46" WEST, 133.15 FEET; THENCE SOUTH 25° 35' 24" EAST, 25.00 FEET TO THE NORTHWESTERN LINE OF SAID ROSENBERRY PARCEL (2881 OR 591); THENCE SOUTH 64° 24' 36" WEST, ALONG SAID NORTHWESTERN LINE OF SAID ROSENBERRY PARCEL (2881 OR 591), 717.51 FEET TO THE POINT OF BEGINNING.

APN 126-192-014



**ROBERTS
BOCHÉ
ASSOCIATES**

555 FIRST STREET, SUITE 300
BENICIA, CA 94510
PH: 707.747.4330
FX: 707.747.4333

PROJECT:

Exhibit A

CONTRA COSTA COUNTY

2731 SYSTRON DRIVE
CONCORD, CA

CONCEPT PLAN

CP.5

JOB NUMBER: 22014
DATE: 05.05.22
SCALE: SEE BAR SCALE
SHEET NO.: 1 OF 1



D:\System Business Center_LLC\22014 Contra Costa County\CP.5\BASE.dwg

WORK LETTER

Health Services Department – Public Health
2731 Systron Drive, Suite 250
Concord, California

August 9, 2022

This work letter (“**Work Letter**”) is part of the lease being executed concurrently between SYSTRON BUSINESS CENTER, LLC, a California limited liability company, as landlord (Lessor), and the COUNTY OF CONTRA COSTA, as tenant (County), under which the County is leasing approximately 23,258 square feet of space in the Building located at 2727-2731 Systron Drive, Concord, California, as more particularly described in the lease.

Lessor and County mutually agree as follows:

1. Terms. All capitalized terms not defined herein have the meanings ascribed to them in the lease. The provisions of this Work Letter supplement the lease and are specifically subject to the provisions of the lease. If there is a conflict between the provisions of the lease and the provisions of this Work Letter, the provisions of the lease control. Whenever the approval of County is required hereunder, approval is required of the County’s Director of Public Works or her designee (the “**County Representative**”).
2. Lessor's Representation and Warranties. Lessor represents and warrants to County that Lessor is the owner of the Building, and the Building is presently zoned to permit its use for the purposes contemplated by this Work Letter and the lease and is free of any covenants, restrictions, and other encumbrances. In addition, Lessor represents and warrants that the individuals signing this Work Letter on behalf of Lessor are authorized to do so.

Lessor covenants and agrees that it will cause the Substantial Completion Date, as defined below, to occur no later than March 1, 2023, so long as the lease is fully executed by August 15, 2022. (Lessor shall strive to complete the construction as soon as possible prior to March 1, 2023.)

3. Base Building Work. Lessor, at Lessor’s cost and expense, has constructed the Building shell and core (collectively, the “**Base Building Work**”). The Base Building Work includes, but is not limited to, the following elements of the Building: (a) concrete floors (without floor coverings), (b) finished perimeter walls (including windows, window frames, window blinds, and doors), (c) finished ceilings, including lights and light fixtures, (d) finished restrooms, (e) closets for telephone and electrical systems (but not the telephone systems themselves), (f) Building mechanical, electrical, and plumbing systems within the Building core only, (g) interior core walls, (h) fire alarms and fire suppression

systems, (i) all items necessary for the Building to satisfy the provisions of the Americans with Disabilities Act, including, without limitation, washrooms, drinking fountains, and the parking area, (j) all code-required items relating to the other elements of the Base Building Work, such as exit signs, speakers, fire doors, and any other life-safety support system for each floor, and (k) dry wall and tape of interior columns.

4. Tenant Improvements. Subject to the conditions set forth below, Lessor, at its sole cost and expense, shall demolish existing interior improvements as required and construct and install the improvements to the Premises that are described on Schedule 1 attached hereto and incorporated herein (the “**Tenant Improvements**”) in accordance with (i) the Space Plans, as defined below, (ii) the Construction Schedule, attached hereto as Schedule 3 – Construction Schedule, and (iii) the Final Plans, as defined below. Any other work on the Premises is to be performed at County’s expense by County, or, if requested by County, Lessor (“**Tenant’s Work**”). The Lessor may not charge an administrative fee in connection with Tenant’s Work.

For purposes of this Work Letter, “**Construction Schedule**” means the schedule that (i) identifies the work to be accomplished to complete the Tenant Improvements and the sequence of that work, and (ii) sets forth the dates by which certain components of the work must be completed. Lessor to provide County notice when County’s work (cabling, IT, etc) can be done during the construction of the Tenant Improvements.

5. Plans.
 - a. Prior to the execution of the lease, Lessor and County approved in writing space plans for the build-out of the Tenant Improvements for the Premises that were prepared by Lessor or Lessor’s designated architect (the “**Space Plans**”). A copy of the Space Plans is attached hereto as Schedule 2.
 - b. Lessor shall pay for all fees and costs incurred in connection with the Tenant Improvements depicted on the Final Plans as defined below, including architectural plans required to depict accessibility routes for the Building in general. Any and all architectural and engineering fees and costs incurred as a result of changes in the Final Plans requested by County will be County’s sole responsibility and paid for by County as additional rent within ten (10) days after receipt of invoices from Lessor showing that the additional fees or costs have been incurred.

6. Modifications to the Plans.
 - a. Lessor and County acknowledge that the Space Plans may not depict certain structural elements of the Building and/or various elements of the Building systems that may necessitate modifications to the Space Plans and specifications for the Tenant Improvements (collectively “**Structural Modifications**”). Furthermore, any final plans and specifications for the construction of the Tenant Improvements may require modification to account for Applicable Laws and Restrictions. “**Applicable Laws and**

Restrictions” means all laws (including, without limitation, the Americans with Disabilities Act), building codes, ordinances, regulations, title covenants, conditions, and restrictions, and casualty underwriters’ requirements applicable to the Premises and the Tenant Improvements. Within sixty days after the date of the lease, Lessor shall cause final plans and specifications to be prepared in substantial conformity with the Space Plans, taking into account (i) Structural Modifications, (ii) the requirements of the Applicable Laws and Restrictions, (iii) other modifications resulting from physical constraints of the Premises, and (iv) modifications requested by County and consented to by Lessor, which consent may not be unreasonably withheld (the “**Final Plans**”). Once completed, the Final Plans will be attached to this Work Letter as Schedule 4.

- b. Any and all modifications of, or amendments to, the Space Plans and the Final Plans (including all working drawings and other supplements thereto, but excluding immaterial field changes and Structural Modifications), are subject to the prior written approval of County. Material "or equal" items or substitute items provided for in the specifications forming part of the Final Plans are subject to the prior written approval of County, which approval may not be unreasonably withheld or delayed. Samples of such “or equal” or substitute materials, together with any additional supplemental information that may be necessary for County's review, are to be submitted to County in a timely manner.
7. Inspections. The County and its representatives may enter the Premises at all reasonable times for the purpose of inspecting the progress of construction of the Tenant Improvements.
8. Compliance with Laws; Standards of Performance. Lessor, at its expense, shall (i) obtain all approvals, permits and other consents required to commence, perform and complete the Tenant Improvements, and, if applicable, shall deliver a certificate of occupancy to County, and (ii) cause the Tenant Improvements to be constructed in accordance with the following performance standards: the Tenant Improvements are to be constructed by well-trained, adequately supervised workers, in good and workmanlike manner, free from design, material and workmanship defects in accordance with the Final Plans and all Applicable Laws and Restrictions (the “**Performance Standards**”). Lessor warrants that all Tenant Improvements shall be constructed in accordance with the Performance Standards. Notwithstanding anything to the contrary in the lease or this Work Letter, County’s acceptance of possession of the Premises does not waive this warranty and Lessor shall promptly remedy all violations of the warranty at its sole cost and expense.
9. Completion Notice; Inspection; Substantial Completion Date.
 - a. When Lessor deems construction of the Tenant Improvements to be Substantially Complete, as defined below, Lessor shall tender delivery to County by delivering a “**Completion Notice**” in substantial conformity with Schedule 5. For purposes of this Work Letter, the phrase “**Substantially Complete**” means (i) construction of the Tenant Improvements has been substantially completed in accordance with the

Performance Standards, (ii) there is no incomplete or defective work that unreasonably interferes with County's use of the Premises, (iii) all necessary government approvals for legal occupancy of the Tenant Improvements have been obtained (including, if applicable, a Certificate of Occupancy), and (iv) all utilities are hooked up and available for use by County in the Premises.

- b. Upon receipt of the Completion Notice, a representative of the County and a representative of Lessor will immediately inspect the Tenant Improvements for the purpose of establishing that the Tenant Improvements are Substantially Complete. Once County is satisfied that the Tenant Improvements appear to be Substantially Complete, County shall so indicate by countersigning the Completion Notice. The Premises will be deemed delivered to County on the day that County countersigns the Completion Notice (the "**Commencement Date**" and the "**Substantial Completion Date**").
10. Punchlist. County has forty-five (45) days from the Substantial Completion Date to provide Lessor with a written list of any items that are defective, incomplete, or do not conform to the Final Plans or to Applicable Laws and Restrictions (a "**Punchlist**"). County's failure to specify any item on the Punchlist, however, does not waive Lessor's obligation to construct the Tenant Improvements in accordance with this Work Letter. Lessor shall remedy all items on the Punchlist as soon as practicable and in any event within thirty days of Lessor receiving the Punchlist. If Lessor fails to remedy all items on the Punchlist within the thirty-day period (exempt as to items, if any, that require more than thirty days to complete), then County may, upon twenty days prior notice to Lessor, complete any Punchlist items and deduct the cost of such work from the Rent next coming due under the lease in an amount not to exceed twenty-five percent (25%) of the Rent per month for a period not to exceed six months.
 11. Tenant's Work.
 - a. Any item of work not shown in the Final Plans, including, for example, telephone and data service or furnishings ("**Tenant's Work**"), may be performed by County through contractors selected by County and approved by Lessor, which approval may not be unreasonably withheld or delayed. Upon a timely request by County, Lessor shall perform the Tenant's Work through contractors selected by Lessor and approved by County. If Lessor performs the Tenant's Work, County shall reimburse Lessor for the full cost of the work upon receipt by County of receipted invoices for work performed or materials supplied. If County performs all or any portion of the Tenant's Work, Lessor shall allow County prompt and reasonable access to the Premises, provided, in Lessor's reasonable opinion, the Tenant's Work can be performed by County without undue interference with the completion of the Tenant Improvements.
 - b. Lessor shall furnish water, electricity, and HVAC to the Premises during the performance of any of Tenant's Work during normal working hours of the Tenant Improvement project, without charge to County.

12. County's Right to Terminate. County may terminate the lease and this Work Letter by delivering a written termination notice to Lessor upon the occurrence of any of the following events:

- a. Lessor fails to cause construction of the Tenant Improvements to commence on or before October 1, 2022.
- b. The Substantial Completion Date does not occur on or before the Scheduled Completion Date and Lessor fails to Substantially Complete the Tenant Improvements on or before the fifth day after written notice by County to Lessor of its intent to terminate pursuant to this section;

provided, however, County may not terminate the Lease if the failure to commence or complete construction by the deadlines set forth above is solely the result of delays that are caused by force majeure, supply chain issues, or any other delay outside of Lessor's control.

13. Construction Period Insurance.

- a. Throughout the performance of the Tenant Improvements and the Tenant's Work, if the Tenant's Work is performed by Lessor, Lessor shall carry and shall cause all contractors and their subcontractors to carry the insurance set forth below covering all occurrences in or about the Building, and County shall be named as a party assured, together with the Lessor, contractor, or subcontractor, as the case may be:
 - i. Workers' compensation insurance in statutory limits;
 - ii. Lessor: Commercial general liability insurance, including contractual liability, owners' and contractors' protective liability for a period of one year after substantial completion, with limits of not less than \$2,000,000 per occurrence;
 - iii. Contractors and Subcontractors: Commercial general liability insurance, including contractual liability, owners' and contractors' protective liability for a period of one year after substantial completion, with limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence;
 - iv. Comprehensive automobile liability in minimum limits of \$500,000 for bodily injury or death to one person and \$1,000,000 for bodily injury or death in any one occurrence and \$500,000 per occurrence for property damage;
 - v. Employer's liability insurance in minimum limits of \$1,000,000 per occurrence for bodily injury or disease; and
 - vi. Excess liability insurance over the insurance required by subsections (ii), (iii), (iv), and (v) of this section with combined, minimum coverage of \$2,000,000.
- b. All insurance required by this Section 13 may be carried in whole or in part under a blanket policy (or policies). Lessor agrees to require each contractor and subcontractor

to furnish Lessor with evidence reasonably satisfactory to Lessor of the maintenance of the required insurance coverage, with assurances that it will not be cancelled without fifteen days advance written notice to Lessor, and, in the case of blanket insurance, setting forth that the Building and the work on the Building are covered by the blanket policy and specifying the amount of coverage relating thereto. Upon the request of the County Representative, Lessor shall provide to the County Representative evidence of the required insurance coverage that is reasonably satisfactory to the County Representative.

14. Risk of Loss.

- a. If the Premises or any portion of the Tenant Improvements or Tenant's Work is damaged or destroyed prior to the Substantial Completion Date, County may terminate the lease if, in the reasonable opinion of Architect, the Building cannot be restored and the Tenant Improvements Substantially Completed prior to 60 days after the Scheduled Completion Date. If the lease is terminated pursuant to this section, Lessor shall cause its insurance to pay County an amount that is equal to the cost of constructing the Tenant's Work paid by County prior to the casualty.
- b. If the Premises or the Tenant Improvements are damaged or destroyed prior to the Substantial Completion Date and the lease is not terminated pursuant to this section, Lessor shall promptly and diligently cause its contractor to restore the Premises and complete construction of the Tenant Improvements.

15. Pre-Move-In Cleaning. Lessor shall clean and ventilate the Premises immediately prior to County moving into the Premises.

16. Move-In. Lessor shall make available to County on any weekday between the hours of 8:00 a.m. and 6:00 p.m. and, in addition, at County's request either on any three weekends between the hours of 6:00 p.m. on Friday and 8:00 a.m. on Monday or, in lieu of any one weekend, any four nights between the hours of 7:00 p.m. and 8:00 a.m., and the electricity and HVAC that County may reasonably require in connection with County's moving into the Premises. Lessor shall provide a qualified property management employee during County's move-in. County shall provide reasonable security at the Building in the event County moves into the Leased Premises at any time other than normal business hours.

[Remainder of Page Intentionally Left Blank]

17. Time of the Essence. Time is of the essence in fulfilling all terms and conditions of this Work Letter.

The parties are executing this Work Letter as of the date hereinabove set forth.

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

SYSTRON BUSINESS CENTER, LLC, a
California limited liability company

By: _____
Brian M. Balbas
Public Works Director

By: _____
Jeff Wilcox
Managing Director

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret Eychner
Senior Real Property Agent

APPROVED AS TO FORM
Mary Ann McNett Mason, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

ME:
G:\realprop\LEASE MANAGEMENT\CONCORD\2731 SYSTRON - T00___\LEASES\LEASE DRAFTS\PH Lease\2731 Systron - Public
Health Work Letter - Final.docx

SCHEDULE 1

TENANT IMPROVEMENTS

Note: Room numbers referenced below correspond to Room numbers on Schedule 2 – Space Plans and Schedule 2-A – Floors.

Public Health Space – Suite 250

1. **Entire Suite:** Create new Offices 125, 126, 127, 128, 130, 131, 134, 135, 136, 137, and 138, 141, and 143, and Storage Rm 124 (shown in yellow) as depicted in Schedule 2 – Space Plans.
2. **Flooring:** Install new Luxury Vinyl Tile (“LVT”), Carpet Tiles (“CT”), Sheet Vinyl (“SV”), and rubber wall base in colors and patterns to be chosen by the County in locations described below and depicted in Schedule 2-A – Floors. If available, County requests use of Tandus Centiva flooring products (or equivalent based on current availability).
 - a. Install new LVT and rubber wall base in Copy/File Room 118.
 - b. Install new CT and rubber wall base in the following rooms:
 - i. Classroom 148; and
 - ii. Offices 141 and 143.
 - c. Install new SV and rubber wall base in Storage Rm 124.
 - d. Protect carpet during construction of the new offices and deep-clean existing carpet throughout the remaining suite when construction is complete. Keep existing rubber wall base.
3. **Paint:** Patch and repair walls and touch up paint throughout Suite 250 as needed. Paint one accent wall in each private office and as identified by County in colors to be chosen by County.
4. **Window Blinds:** Repair or replace existing building standard window blinds.
5. **Tenant Work in WIC and Common Area Spaces:**

The following Tenant Work in the WIC and Common Area Spaces will be included in estimates for the Tenant Improvements. Once County is informed as to the cost of the work, County can decide whether or not to proceed with the improvements, which will be

completed by the Lessor, but at the sole cost of the County, per Section 4 of this Work Letter.

- a. **Water Fountain:** Install at least one water fountain with a bottle-filler. Location to be determined.

NOTE: Building Standard Finishes and Supply Chain Remedy: Lessor to use good faith efforts to supply County's requested building standard finishes as described above. In the event Lessor encounters lack of materials or supply chain issues, Lessor and County shall mutually agree on like-kind replacement materials in order to facilitate completion of construction.

SCHEDULE 2

SPACE PLANS

SCHEDULE 2-A

FLOORS

SCHEDULE 3

CONSTRUCTION SCHEDULE

SCHEDULE 4

FINAL PLANS

SCHEDULE 5

FORM OF COMPLETION NOTICE

To: Contra Costa County
From: Systron Business Center. LLC
Date:
Re: Completion Notice

This notice is provided in compliance with Section 9 of that certain Work Letter dated _____, 2022 between Systron Business Center. LLC and Contra Costa County (the "Work Letter").

All terms not otherwise defined herein have the meaning ascribed to them in the Work Letter.

Tender by Lessor

Lessor hereby represents that it has completed construction of the Tenant Improvements in substantial conformity with the Final Plans.

Landlord hereby tenders the Premises for delivery to Tenant.

Systron Business Center. LLC

By: _____

Its: _____

Certification by Contra Costa County

The undersigned, a duly authorized representative of Contra Costa County, hereby represents that the County has caused the Tenant Improvements to be inspected and has determined them to be in substantial conformity with the Final Plans.

Contra Costa County

By: _____

Date: _____

Its: _____



**ROBERTS
BOCHÉ
ASSOCIATES**

555 FIRST STREET, SUITE 300
BENICIA, CA 94510
PH: 707.747.4330
FX: 707.747.4333

PROJECT:

CONTRA COSTA COUNTY

2731 SYSTRON DRIVE
CONCORD, CA

CONCEPT PLAN

CP.5

JOB NUMBER: 22014
DATE: 05.05.22
SCALE: SEE BAR SCALE
SHEET NO.: 1 OF 1



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NOT FOR CONSTRUCTION

© 2022 ROBERTS BOCHÉ ASSOCIATES, INC.



**ROBERTS
BOCHÉ
ASSOCIATES**

555 FIRST STREET, SUITE 300
BENICIA, CA 94510
PH: 707.747.4330
FX: 707.747.4333

PROJECT:

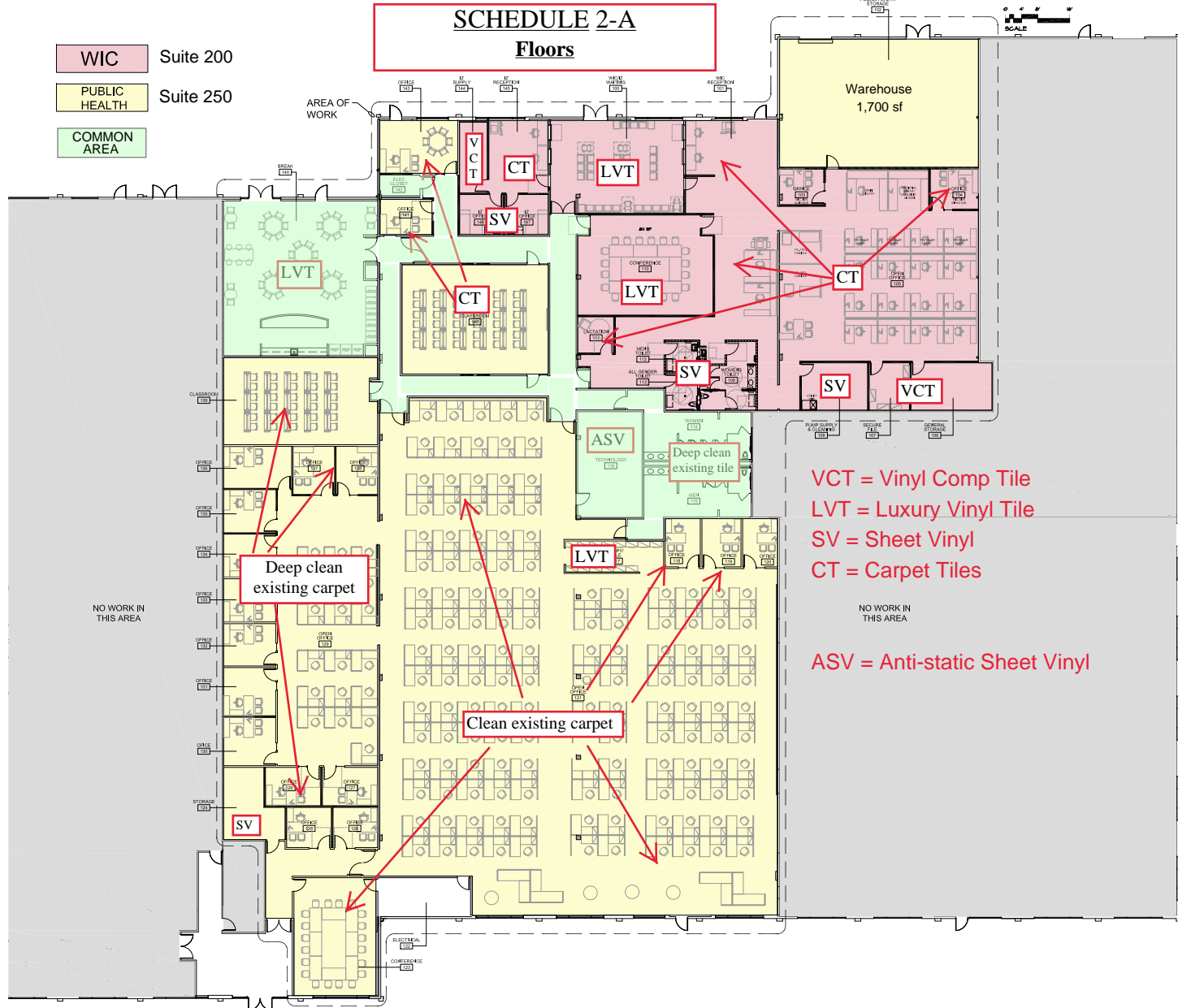
CONTRA COSTA COUNTY

2731 SYSTRON DRIVE
CONCORD, CA

CONCEPT PLAN

CP.5

JOB NUMBER: 22014
DATE: 05.05.22
SCALE: SEE BAR SCALE
SHEET NO.: 1 OF 1



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Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Approval of Library Lease and Service Agreement with the City of Clayton

RECOMMENDATION(S):

AUTHORIZE the County Librarian, or designee, to execute a Library Lease and Service Agreement between the County and the City of Clayton for the operation of the Clayton Library located at 6125 Clayton Road in Clayton.

FISCAL IMPACT:

No fiscal impact. The proposed changes to the operations plan reflect existing practices.

BACKGROUND:

The County and the City of Hercules entered into a Facilities Use and Operating Agreement effective June 6, 1995, for the County to provide library services from the building. The County and the City are replacing the existing agreement with the new standard form Library Lease and Service Agreement. The County's standard form Library Lease and Service Agreement was approved by the Board of Supervisors in 2010 and amended in 2020.

Under the terms of the new Library Lease and Service Agreement with the City of Clayton, the County will perform library services and related activities at the Library and the City will pay for and provide all maintenance, utilities, and janitorial services to the Library. This agreement automatically renews July 1st. No rent is due or payable by the County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 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:

Failure to approve the Library Lease and Service Agreement with the City of Clayton may reduce library services in the City of Clayton.

ATTACHMENTS

Library Lease and Service Agreement

LIBRARY LEASE

and

SERVICE AGREEMENT

Between

COUNTY OF CONTRA COSTA

and

THE CITY OF CLAYTON

July 1, 2022

LIBRARY LEASE AND SERVICE AGREEMENT

BETWEEN

COUNTY OF CONTRA COSTA AND THE CITY OF CLAYTON

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- Exhibit A Library Floor Plan
- Exhibit B Form of Lease Supplement

**LIBRARY LEASE
And
SERVICE AGREEMENT**

This lease and service agreement (“**Lease**”) is dated July 1, 2022 (the “**Effective Date**”), and is between the City of Clayton California, a municipal corporation (the “**City**”), and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

Recitals

- A. The City owns that certain property located at 6125 Clayton Road in Clayton, California (the “**Property**”).
- B. The Property has been improved with a 15,500 square foot building (the “**Building**”), a parking lot, and landscaping.
- C. The Building is used to provide Library Services, as defined below, and is shown on the floor plan to the Building that is attached as Exhibit A – Library Floor Plan (the “**Library**” or the “**Premises**”).
- D. The City and the County agree that the presence of a public library in a community enhances the quality of life in that community. The City and the County therefore desire to work cooperatively to permit the County to operate the Library as a public library. Toward this end, the City desires to lease the Library to the County and the County desires to lease the Library from the City on the terms set forth herein.

The parties therefore agree as follows:

AGREEMENT

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

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

“**Base Hours**” means the number of hours of Library Services that the County will provide each week in a Fiscal Year to all County-operated libraries. The County is responsible for the cost of providing Library Services during Base Hours.

“**Community Library Manager**” means the person designated as the on-site manager by the Librarian.

“**Components**” means computers, charging stations (e.g., laptop kiosks), mobile devices, printers, scanners, monitors, keyboards, and related equipment and software used in the Library by the public and staff.

“**Data Communication Equipment**” means routers, switches, servers, uninterrupted power supply (UPS) and wireless access points.

“**Data Communication Services**” means broadband and wireless access.

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

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

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

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

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

“**Meeting Rooms**” are rooms in the Library that are used for meetings and/or events. Meeting Rooms may be used for library and other City business; and may be reserved by community groups in accordance with City guidelines.

“**Specialized Equipment**” means equipment that supports library operations that is not otherwise defined in this Lease, including, but not limited to, book security gates, self-check machines, remote lockers, self-service library access system (e.g., Open+) and any automated material handling equipment used at the Library.

2. **EFFECTIVENESS**. This Lease supersedes and replaces the Facilities Use and Operating Agreement.

3. **LEASE OF LIBRARY**. The City hereby leases to the County and the County hereby leases from the City, the Library.

4. **CONSIDERATION**. In exchange for the use of the Library, the County shall perform Library Services and related activities at the Library during the Term of this Lease. No rent is due or payable from the County to the City during the Term of this Lease.

5. **TERM**. The “**Initial Term**” of this lease begins July 1, 2022 and ends June 30, 2023.

A. **Automatic Renewal**. The Lease will automatically renew on a yearly basis unless written notice is given by either party of their intent to terminate the Lease at least one year in advance in accordance with Section 5.B., Termination, below. Each annual renewal period is a

“Renewal Term.” Each Renewal Term will automatically commence on the day following the last day of the prior Term. Upon commencement of a Renewal Term, the “Term” of this Lease will be deemed to mean the Initial Term and each Renewal Term.

B. Termination. Either party may terminate this Lease at any time by giving the other party written notice at least one year prior to the proposed termination date. In the event of termination, the County shall leave the Premises and all City Materials, as defined in Section 13.B below, in good working order, and shall remove only County Materials, as defined in Section 13.A below.

6. **USE.**

A. County’s Use of Library. The County may use the Library for the purpose of providing Library Services for the public and related activities.

B. City’s Use of Library. The City may use the Library (including Meeting Rooms) during and outside the Library’s normal operating hours, so long as such use does not interfere directly with normal community library functions. The City is entirely responsible for any use of the Library that it schedules and shall hold harmless and indemnify the County, its officers, agents and employees for such use as provided for in Section 15, Indemnification. The City shall establish use guidelines for the use of Meeting Rooms, schedule use of the Meeting Rooms, and collect and retain any fees.

Any use of the Library scheduled by the City is subject to the City’s guidelines and the City’s rules and regulations. The City may not close the Library during its normal operating hours without the prior written consent of the Librarian.

C. County’s Use of Meeting Rooms. City and County Library staff will work cooperatively to schedule use of the Meeting Rooms. Library sponsored programs are to be given priority use of Meeting Rooms during library hours of operation, provided that a Library program may not displace a previously scheduled use of a Meeting Room. The County will have an opportunity to place Meeting Room reservations before the City takes general reservations. At no time will the County be charged for use of Meeting Rooms for Library programs.

D. County’s Use of Parking Lot. City may designate Library staff parking areas. Alternately, Library staff may park within designated library parking areas subject to the same provisions or restrictions that apply to the general public.

7. **MAINTENANCE AND REPAIRS.** The City shall provide the maintenance and repairs described below in order to keep and maintain the Building in good order, condition, and repair. Such maintenance and repair is to be carried out in a manner that is at least consistent with the caliber of maintenance and repairs applied by the City to other City facilities, or as mutually agreed by the City and the County. City responsibilities for maintenance and repair include:

A. Exterior. All exterior building maintenance including but not limited to the roof, landscaping, hardscape, grounds, pest control, lighting and parking.

B. Interior. All interior building maintenance including but not limited to mechanical and electrical systems, including gas, electrical, water, plumbing, elevators, voice and data communication systems infrastructure, heating, ventilating, air-conditioning (HVAC) systems, pest control, and all interior lighting systems, including the replacement of all fixtures and bulbs.

C. Fixtures and Furnishings. Maintenance and replacement of Building fixtures and furnishings including shelving, lighting, furniture, carpeting, window treatments, and appliances.

D. Custodial Services. City shall notify the Community Library Manager prior to selecting a contractor to provide custodial services. Alternately, City may provide such service using City staff.

8. **CAPITAL IMPROVEMENTS**. If the City and County agree that capital improvements to the Building or the Property are necessary (such improvements, “**Capital Improvements**”), then (i) the City shall provide the Capital Improvements at its sole cost and expense, and (ii) the City shall coordinate the schedule associated with the construction of all Capital Improvements with the Librarian.

9. **ALTERATIONS; FIXTURES; SIGNS**. The County may make any lawful and proper minor alterations to the Library and may attach fixtures and signs in or upon the Property with the City’s prior written approval. The County is responsible for the cost of such alterations and attachments. All alterations and attachments must comply with existing code requirements.

10. **OPERATIONS: HOURS; COSTS**.

A. Initial Period. For the Initial Term (i) the number of Base Hours the County will provide, (ii) the number of Extra Hours the City elects to obtain from the County, (iii) the resulting number of Actual Hours, and (iii) the cost to the City of the Extra Hours (such cost, the “**City’s Obligation**”) are set forth in Lease Supplement No. 1, which supplement is substantially in the form of Exhibit B.

B. Annual Modifications. For each Renewal Term, the Librarian will provide a Lease Supplement to the City in substantially the form of Exhibit B by March 31 of each year. The Lease Supplement will set forth (i) the number of Base Hours the County will provide in the upcoming Fiscal Year, (ii) the number of Extra Hours of Library Services the County anticipates that the City will elect to obtain from the County at the Library in the upcoming Fiscal Year (in the absence of more current information from the City, the County will assume the number of Extra Hours in the upcoming Fiscal Year will be equal to the number of Extra Hours then in effect), (iii) the resulting number of Actual Hours during which Library Services will be conducted at the Library in the upcoming Fiscal Year, and (iv) the cost of the City’s Obligation.

C. City Election: Extra Hours. Within 60 days of receiving the Lease Supplement, the City shall notify the Librarian in writing if it intends to modify the number of Extra Hours at the Library in the upcoming Fiscal Year. Such modification may be based on fiscal or other considerations identified by the City.

1. Change in Extra Hours from Prior Fiscal Year. If the County receives a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the parties shall use good faith efforts to finalize a revised Lease Supplement for the upcoming Fiscal Year before the July 1 start of that Fiscal Year. If the City fails to make a final determination regarding the number of Extra Hours before the start of the upcoming Fiscal Year, the Lease Supplement issued by the Librarian for the upcoming Fiscal Year will be effective until the City makes its final determination and a revised Lease Supplement for that Fiscal Year is executed. The final, revised, Lease Supplement will be effective upon its execution by the County and the City.

2. No Change in Extra Hours from Prior Fiscal Year. If the County does not receive a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the County and the City shall each execute the original Lease Supplement issued by the Librarian for the upcoming Fiscal Year, which Lease Supplement will become effective on July 1 of the Fiscal Year to which it applies.

D. Invoices; Payment. The County will invoice the City quarterly for the cost of Extra Hours incurred in the prior quarter. The City shall pay the County the amount due to the County within thirty (30) days of receipt of the invoice. In no event is the City obligated to pay an amount greater than the amount identified as the City's Obligation in the Lease Supplement in effect for that Fiscal Year.

11. **OPERATIONS: COST OF UTILITIES.** The City shall pay for all utilities provided to the Premises, including gas, electricity, voice communication services, water, sewer, fire alarm, intrusion alarm, garbage, and recycling.

12. **OPERATIONS: TECHNOLOGY AND EQUIPMENT; COSTS.** The County and City shall share responsibility for providing and maintaining technological equipment and services as follows:

A. Components. The County shall provide technology support at the Library, including determining the quantity, type, configuration, and location of all Components used in the Library. The County shall acquire Components for use in the Library and maintain them in good working order. The County is responsible for the cost of obtaining and maintaining Components in the Library.

B. Voice Communication System. The City, at its expense, shall acquire and provide communication equipment and on-going voice services to the Library.

C. Data Communication System. The County shall acquire and configure the Data Communication Equipment and select Data Communication Services for the Library to create the Library's data communication system. The City is responsible for the actual cost of obtaining and maintaining the Data Communication Equipment. To ensure the City is able to properly budget for the cost of the Data Communication Equipment, prior to placing an order for Data Communication Equipment, (i) the County will provide a written estimate of the cost of the Data Communication Equipment to the City, and (ii) must receive the City's written consent to the

acquisition. At the parties' discretion, such writing may be in the form of emails. The City acknowledges that it is responsible for the actual cost of the Data Communication Equipment, even if it varies from the estimate through no fault of the County's.

1. Connection. The County will connect the Library's data communication system to the County Library wireless network. It is expressly understood and agreed that such wireless network is for the exclusive use of the County in providing Library Services. The City shall provide CAT5 or better Ethernet cabling throughout the Library and replace or upgrade as needed.

2. Monthly Cost. The County is responsible for the cost of the monthly usage fee for Data Communication Services.

D. Miscellaneous Equipment.

1. Specialized Equipment. The County shall acquire any Specialized Equipment used in the Library. The City is responsible for the actual cost of obtaining and maintaining any Specialized Equipment. To ensure the City is able to properly budget for the cost of any Specialized Equipment, prior to placing an order for Specialized Equipment, (i) the County will provide a written estimate of the cost of the Specialized Equipment to the City, and (ii) must receive the City's written consent to the acquisition. At the parties' discretion, such writings may be in the form of emails. The City acknowledges that it is responsible for the actual cost of the Specialized Equipment, even if it varies from the estimate through no fault of the County's.

2. Copiers. The County shall provide, at its sole cost and expense, one or more copy machines for use by library staff at the Library. The County may provide, at its sole cost and expense, one or more copy machines for use by the public at the Library. The County shall also obtain, at its sole cost and expense, a maintenance contract for each such copy machine. Any revenue collected for the use of copy machines will be retained by the County.

3. Audio Visual Equipment. Should the City elect to procure any audio-visual equipment for use, either by the City or County, at the Library, the City shall provide such equipment, at its sole cost and expense. The City shall also maintain, at its sole cost and expense, any audio-visual equipment it procures. All such audio-visual equipment will be City Materials, as defined in Section 13(B) of this Lease.

E. Obsolescence Avoidance. The City and County are both responsible and shall work together in good faith to ensure that all equipment and technology services at the Library, including the voice communication systems, the data communication System, Data Communication Services, and Specialized Equipment, and excluding copiers and Components, are adequate for the Library's needs and that costs that are the responsibility of the City are within the City's fiscal parameters and approved by the City in advance. Are in

13. **OWNERSHIP OF CONTENTS.**

A. County. All books, furnishings, fixtures, equipment, and materials purchased by the County, or foundations or private or public fundraising efforts on behalf of the County, are owned

by the County. Together, these books, materials, furnishings, fixtures, and equipment are the “**County Materials.**”

B. City. All books, furnishings, fixtures, equipment and materials purchased by the City, or foundations or private or public fundraising efforts on behalf of the City, are owned by the City. Together, these books, materials, furnishings, fixtures, and equipment are the “**City Materials.**” City Materials will be identified in the County’s Integrated Library System.

C. Replacement of FF&E. From time to time, City and County will jointly determine if City-owned furnishings, fixtures and equipment are in need of repair or replacement, or, if applicable, a schedule for replacing City-owned furnishings, fixtures and equipment. The City shall carry out, and bear the cost of, such repair or replacement as soon as is practically and fiscally possible.

D. Public Art. The City is responsible for the selection, cost, maintenance, installation, and removal of, and any liability for, all interior and exterior public art displayed at the Library.

14. **INSURANCE**

A. Liability Insurance

1. County. Throughout the Term, the County shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than \$3,000,000 per occurrence, protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property, or (ii) a general self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property. Any policy of insurance obtained by the County must (i) name the City, its officers, agents, and employees, as additional insureds, (ii) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the City with respect to liability imposed on the County under this agreement, and (iii) contain a severability of interest clause.

2. City. Throughout the Term, the City shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than \$3,000,000 per occurrence, protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property, or (ii) a general self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property. Any policy of insurance obtained by the City must (i) name the County, its officers, agents, and employees, as additional insureds thereunder, (ii) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the County with respect to liability imposed on the City under this agreement, and (iii) contain a severability of interest clause.

B. Property Insurance.

1. County. Throughout the Term, the County shall maintain in full force and effect, at its sole expense, fire insurance and a standard “all risk” policy covering the County-owned property within the Library, and any other personal property owned by the County located at the Property. Such coverage must (i) contain a waiver of subrogation endorsement in favor of the City, and (ii) cover loss or damage to the County-owned property in the amount of the full replacement value. Covered perils are to include fire, all risk, vandalism, malicious mischief, and sprinkler leakage.

2. City. Throughout the Term, the City shall maintain in full force and effect, at its sole expense, fire insurance and a standard “all risk” policy covering all structures and improvements at the Property and any personal property owned by the City located at the Property. Such coverage must contain a waiver of subrogation endorsement in favor of the County. Covered perils are to include fire, all risk, vandalism, malicious mischief and sprinkler leakage.

C. Workers Compensation and Employers Liability. Both parties shall maintain in full force and effect Workers Compensation Insurance or self-insurance, and Employers Liability Insurance or self-insurance with limits that conform to legal requirements.

15. **INDEMNIFICATION**

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

B. By City. The City shall indemnify, defend and hold the County harmless from City’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors or omissions of the City, its officers, agents or employees with respect to the Property, or the City’s performance under this Lease, the City’s use of the Property, the structural, mechanical or other failure of buildings owned or maintained by the City, the design of the Library, or City-owned fixtures in the Library, except to the extent caused or contributed to by the negligent acts, errors, or omissions of the County, its officers, agents, or employees.

16. **HAZARDOUS MATERIAL**. The City warrants to the County that the City does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Property in violation of environmental laws. The City shall defend, save, protect and hold the County harmless from any loss arising out of the presence of any Hazardous Material on the Property that was not brought to the Property by or at the request of the County, its agents, contractors, invitees or employees. The City acknowledges and agrees that the County has no obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about

the Property by the County or by any of County's agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this Lease.

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

17. **DEFAULT.** The occurrence of any of the following events is a default ("**Default**") under this Lease:

A. **By County.** If the County fails to operate the Library as a public library and such failure continues for thirty (30) days after receipt of a written notice of failure from the City to the Librarian with a copy to the County Administrator; provided, however, that the County will have additional time, up to an additional one hundred twenty (120) days, if its failure is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget, work stoppages, and acts of God.

B. **By City.** The City's failure to perform any of its obligations under this Lease if such failure is not remedied within thirty (30) days after receipt of a written notice of failure from the County to the City specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty (30) day period, then a Default will not be deemed to occur until the occurrence of the City's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of one hundred twenty (120) days, provided the City commences curing such breach within thirty (30) days after receipt of the notice of the breach and thereafter diligently proceeds to cure such breach.

18. **REMEDIES.**

A. **By County.** Upon the occurrence of a Default by the City, the County may (i) terminate this Lease and quit the Premises, or (ii) suspend operation of Library Services until the default is cured.

B. **By City.** Upon the occurrence of a Default by the County, the City may, after giving the County written notice of the Default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.

19. **MISCELLANEOUS.**

A. **Use of Volunteers.** Volunteers are vital and welcome in enhancing the level of service offered in providing Library Services. The City's Volunteer Coordinator shall work with the County's library volunteer coordinator to recruit and schedule volunteers to assist with community library operation. Volunteers will be utilized to perform services as mutually agreed upon by the County and the City.

B. Assignment and Sublease. The County does not have the right to assign this Lease or sublease the Premises or any part thereof at any time during the Term.

C. Quiet Enjoyment. Provided the County is in compliance with the material terms of this Lease, the City shall warrant and defend the County in its quiet enjoyment and possession of the Premises during the Term.

D. Waste. The County shall not commit, or suffer to be committed, any waste upon the Premises.

E. Surrender of Premises. On the last day of the Term, or earlier termination of this Lease, the County shall peaceably and quietly leave and surrender the Library to the City, in good condition, ordinary wear and tear, and damage by casualty, condemnation, acts of God, and the City's failure to make repairs required of the City excepted. Upon termination of this Lease, the County shall remove the County Materials from the Premises within one hundred eighty (180) days, unless otherwise agreed to in writing by the City.

F. Holding Over. Any holding over after the Term of this Lease is a tenancy from month to month and is subject to the terms of this Lease.

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

To the City: City Manager
 City of Clayton
 22 Clayton Way
 Clayton, CA 94563
 925-253-4220

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

With a copy to: Real Estate Manager
 Contra Costa County
 Public Works Department
 255 Glacier Drive
 Martinez, CA 94553
 Phone: (925) 313-2000

Either party may at any time designate in writing a substitute address for that set forth above, and thereafter notices are to be directed to such substituted address. If sent in accordance

with this Section, all written notices will be deemed effective (i) the next business day, if sent by overnight courier, and (ii) three days after being deposited in the United States Postal system, if sent by registered or certified mail.

H. Time is of the Essence. Time is of the essence in fulfilling all terms and conditions of this Lease.

I. Governing Law. The laws of the State of California govern all matters arising out of this Lease.

J. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]

K. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect.

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

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

COUNTY

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

By: _____
Alison McKee
County Librarian

RECOMMENDED FOR APPROVAL:

By _____
Brian M. Balbas
Public Works Director

By _____
Jessica L. Dillingham
Principal Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

CITY

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

By: _____
Reina Schwartz
City Manager

APPROVED AS TO FORM:

By: _____
Malathy Subramanian
City Attorney

EXHIBIT A

Library Floorplan

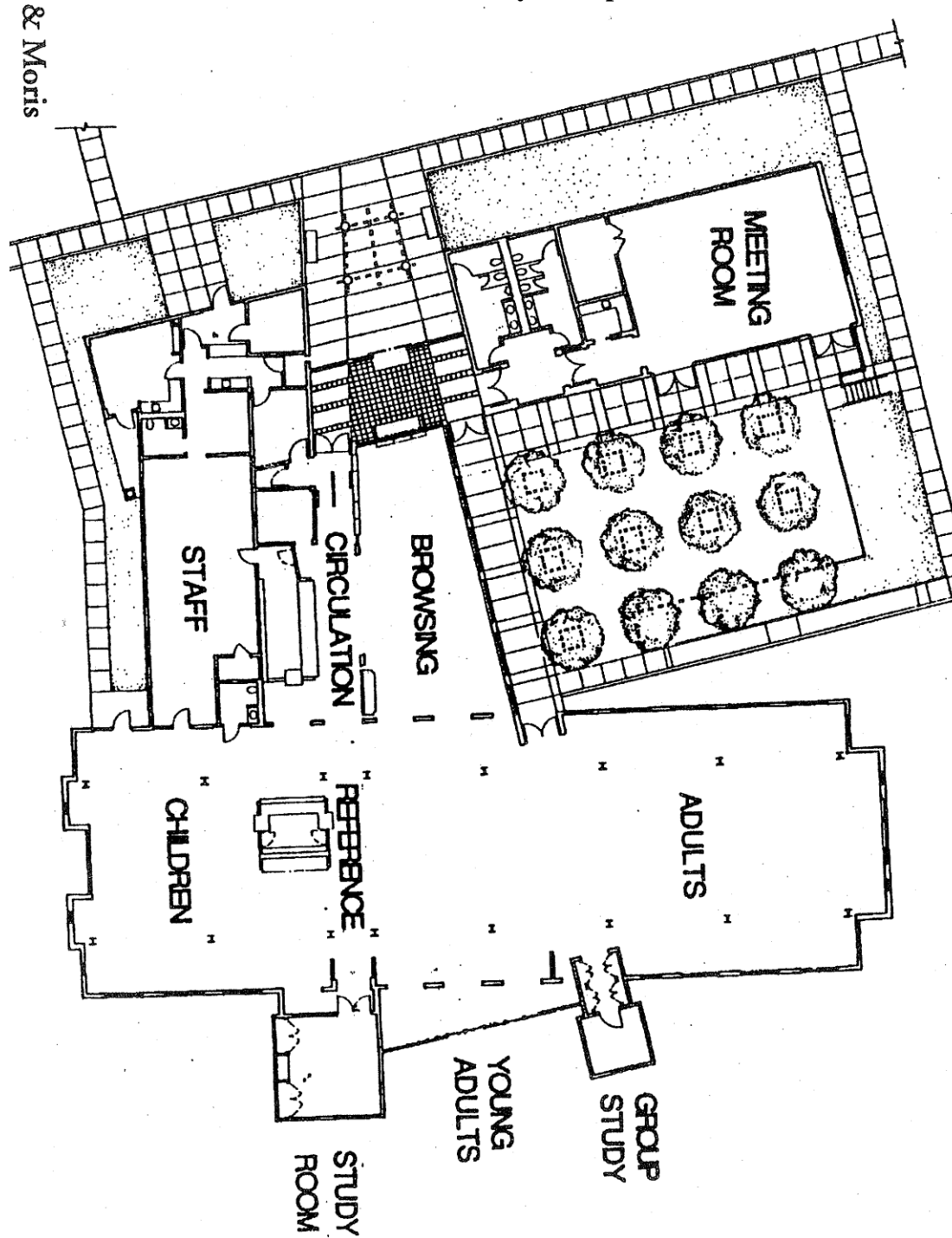


EXHIBIT B

Form of Lease Supplement

LEASE SUPPLEMENT No. []

This Lease Supplement No. [] is dated _____ and supplements the Lease dated _____ (the “Lease”) between the City of Clayton, a municipal corporation of the State of California (the “City”), and the County of Contra Costa, a political subdivision of the State of California (the “County”).

Unless otherwise defined herein, capitalized terms have the meanings given to such terms in the Lease.

1. The number of Base Hours to be provided by the County in the Fiscal Year beginning July 1, 20__ is __.
2. The number of Extra Hours to be provided in the Fiscal Year beginning July 1, 20__ is __.
3. The number of Actual Hours to be provided in the Fiscal Year beginning July 1, 20__ is __.
4. The City’s Obligation for the Fiscal Year beginning July 1, 20__ is \$_____.
5. This Lease Supplement No. [] is effective in accordance with the terms of the Lease.

COUNTY

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

CITY

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

By: _____
Name
County Librarian

By: _____
Name
City Manager



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Accept the 2022 Semi Annual Report of Real Estate Delegation of Leases and Licenses dated January 1, 2022, through June 30, 2022.

RECOMMENDATION(S):

ACCEPT the 2022 Semi Annual Report of Real Estate Delegation of Leases and Licenses dated January 1, 2022, through June 30, 2022, as recommended by the Public Works Director, to lease real property for use by the County or to obtain the use of real property for the County by license and to amend real property leases or licenses to permit improvements or alterations, or both, under certain circumstances, Countywide.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Pursuant to the Contra Costa County, Ordinance Code, Title 11, Division 1108, Chapter 1108-10.002, the Board of Supervisors authorizes the Public Works Director, or designee, to perform all acts necessary to lease or license real property for use by the County if the term does not exceed five years and the rent does not exceed \$7,500 per month and to amend real property leases or licenses to permit improvements or alterations, or both, under the following conditions: (1) the total cost under an amendment may not exceed \$7,500; (2) an amendment may not extend the term of the lease or license; and (3) no more than two amendments, not to exceed \$7,500 each, may be

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Jessica Dillingham, (925)
957-2486

By: , Deputy

cc:

BACKGROUND: (CONT'D)

made within a 12-month period.

The Public Works Director shall submit a semi-annual report to the Board of Supervisors on each lease or license done pursuant to this section, including the interest acquired, its price, and the necessity for the lease or license, which is describe in the attached Semi-Annual Delegation of Leases and Licenses Report.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors would not be informed of the leases and licenses accepted by the Public Works Director pursuant to Contra Costa County Ordinance Code.

ATTACHMENTS

2022 Semi Annual Delegation Report

**2022 Semi- Annual Delegation of Leases and Licenses Report
January 1, 2022-June 30, 2022**

LICENSES					
Project Name/ Property Address/ APN	City	Purpose	Fee	Term	Licensor
100 Glacier Dr., Ste B	Martinez	7,851 sqft of rentable space	\$0.00	1/1/2022-12/31/2027	Juvenile Hall Auxiliary of Contra Costa County
100 Glacier Dr., Ste C	Martinez	2,459 sqft of rentable space	\$0.00	1/1/2022-12/31/2027	Contra Costa County Office of Education

LEASES					
Property Address	City	Purpose	Lease Amount	Term	Owner
1350 Arnold Drive, Ste 102 & 103	Martinez	Lease for Health Services Department - Health Services - Expansion	\$ 23,700.00	1/1/2022-9/30/2023	RPE Muir, LLC
1320 Arnold Drive, Ste 266	Martinez	Lease for Health Services Department - Personnel	\$ 151,188.00	10/1/2022-9/30/2027	RPE Muir, LLC
1330 Arnold Drive, Ste 140	Martinez	Lease for Health Services Department- Health Services - Behavioral Health Division	\$ 194,844.00	5/1/2022-4/30/2027	RPE Muir, LLC
1330 Arnold Drive, Ste 143	Martinez	Lease for Health Services Department - Behavioral Case Management	\$ 210,552.00	5/1/2022-4/30/2027	RPE Muir, LLC



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Lease for 2731 Systron Drive, Suite 200, Concord

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with Systron Business Center, LLC, for approximately 8,741 square feet in the building located at 2731 Systron Drive, Suite 200, Concord, for a ten-year term for the Health Services Department - Women, Infant, and Children (WIC) group, at an initial annual rent of \$251,740.80 for the first year with annual increases thereafter, plus a share of landlord's operating expenses beginning in 2024. (100% Org# 5828 – WIC Program)

FISCAL IMPACT:

100% CDPH state funds for Health Services WIC Program

BACKGROUND:

The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Margaret Eychner, 925-957-2463

By: , Deputy

cc:

BACKGROUND: (CONT'D)

WIC has occupied its current space at 2355 Stanwell Drive, Concord, for more than twenty years. The building is in disrepair, requiring cost-prohibitive deferred maintenance to make it an appropriate location for the operation of the services provided to County residents by WIC. This proposed new lease will enable the County to provide services in a more appropriate environment in a space that is more centrally-located and, therefore, more easily accessible by more County residents.

Staff from Health Services Department – Public Health will occupy the only other suite in this building and will share a breakroom and restroom with WIC.

Beginning in 2024, in addition to base rent, WIC will pay any increase in operating expense, utility expense, property taxes, and insurance over the base year of 2023. WIC’s responsibility to pay an increase in operating expenses is capped at no more than a 4% increase per year.

CONSEQUENCE OF NEGATIVE ACTION:

WIC would remain in holdover at their existing location, and the County would need to either invest significant funds to cure the building deferred maintenance, or continue to search for a property to relocate the program.

ATTACHMENTS

Lease Agreement

Exhibit A

Work Letter

Work Letter - Schedule 2

Work Letter - Schedule 2A

LEASE

Heath Services Department –
Women, Infants, & Children Program
2731 Systron Drive, Suite 200
Concord, California

This lease is dated August 9, 2022 (“**Effective Date**”), and is between SYSTRON BUSINESS CENTER, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

Recitals

- A. Lessor is the owner of real property located in Concord, California that has been improved with three adjoining buildings located at 2727 Systron Drive, 2729 Systron Drive, and 2731 Systron Drive (together, the buildings are the “**Complex**”). The Complex is comprised of approximately 94,322 square feet of space.
- B. This lease is one of two leases Lessor and the County are entering into simultaneously. Under each of the two leases, Lessor is leasing to the County a portion of the building located at 2731 Systron (the “**Building**”). The Building consists of approximately 31,999 square feet of space, which is 33.93% of the total square footage of the Complex.
- C. Under this lease, the County is leasing a portion of the Building that is comprised of approximately 8,741 square feet of space (“**Suite 200**,” or the “**Premises**”). Suite 200 comprises 9.27% of the total square footage of the Complex. Under a separate lease, the County is leasing a portion of the Building that is comprised of approximately 23,258 square feet of space (“**Suite 250**”). Suite 250 comprises 24.66% of the total square footage of the Complex. Attached as Exhibit A is a floorplan of the Building that shows Suite 200, Suite 250 and the common area shared by Suite 200 and Suite 250. As shown in Exhibit A, this lease and the lease of Suite 250 comprise all the square footage of the Building.
- D. In addition to obtaining the exclusive use of the Premises, this lease grants the County non-exclusive use of 39 parking spaces in the parking lot adjacent to the Complex.
- E. Simultaneous with the execution of this lease, Lessor and the County are entering into a work letter that sets forth how tenant improvements in the Premises and the common area shared with Suite 250 are to be constructed, who will undertake construction of the improvements, who will pay for the construction of the improvements, and the time schedule for completing construction of the improvements (the “**Work Letter**”). The Work Letter is part of this lease.

The parties therefore agree as follows:

Agreement

1. Lease of Premises. In consideration of the rents and subject to (i) the terms of this lease, and (ii) Lessor and County simultaneously entering into a lease for Suite 250, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.

2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at County’s election, a Renewal Term, each as defined below.
 - a. Initial Term. The “**Initial Term**” is ten (10) years, commencing on the Commencement Date, as defined in the Work Letter.

 - b. Renewal Term. County has one option to renew this lease for a term of five (5) years (the “**Renewal Term**”) upon all the terms and conditions set forth in this lease.
 - i. County will provide Lessor with written notice of its election to renew the lease at least twelve months prior to the commencement of the Renewal Term. However, if County fails to provide such notice, its right to renew the lease will not expire until fifteen working days after the County’s receipt of Lessor’s written demand that the County exercise or forfeit the option to renew.

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

3. Rent. County shall pay rent to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the first day of each month during the Initial Term and, if applicable, the Renewal Term in the amounts set forth below:
 - a. Initial Term.

<u>Months</u>	<u>Monthly Rent</u>
1-12	\$20,978.40
13-24	\$21,607.75
25-36	\$22,255.98
37-48	\$22,923.66
49-60	\$23,611.37
61-72	\$24,319.72
73-84	\$25,049.31
85-96	\$25,800.79
97-108	\$26,574.81
109-120	\$27,372.05

- b. Renewal Term. Rent during the Renewal Term will be at the then-fair market rental value of the Premises. The fair market rental value of the Premises will be established by the mutual agreement of the parties. The parties shall use good faith efforts to establish the fair market value of the rent for the Renewal Term not less than twenty months prior to the commencement of the Renewal Period. If the parties fail to agree on the fair market rental value of the Premises by the date that is eighteen months prior to the commencement of the Renewal Period, the parties will engage a real estate appraiser with knowledge of the commercial real estate market in the area to determine the fair market value of the Premises. The parties shall each bear one-half the cost of the appraiser.
- c. Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.
4. Modified Full-Service Lease. With the exception of the costs borne by the County pursuant to Section 5 below (Additional Rent), this is a full-service lease. Lessor shall pay all of the Building's operating costs, including without limitation, the cost of Utilities, Operating Expenses, Real Property Taxes, and Insurance, all as defined below.
5. Additional Rent. In addition to the Rent set forth above, in each year following the Base Year (defined below), County shall pay Lessor the amounts set forth below (collectively, "**Additional Rent**"). Lessor shall invoice County for any Additional Rent due within ninety days after the end of each calendar year during the Term, beginning in the year that immediately follows the Base Year. County shall pay the amount so invoiced within thirty days of receipt of the invoice. County has the right, exercisable upon reasonable prior written notice to Lessor, to inspect Lessor's books and records relating to the amounts charged to County as Additional Rent. County shall cause any such inspection to occur within ninety days of receipt of the annual invoice. In the absence of a manifest error in the invoice, County may not withhold payment of the invoice until after the completion of such inspection.
- a. Proportionate Share. For purposes of this lease, "**Proportionate Share**" means the ratio, expressed as a percentage of the square footage of the Premises to the total square footage of the Complex. The parties estimate County's Proportionate Share of the Complex to be 9.27%.
- b. Operating Expenses. County's Proportionate Share of the Excess Amount of Operating Expenses, as defined below.

"**Excess Amount of Operating Expenses**" means the amount by which Operating Expenses actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Operating Expenses in calendar year 2023 (the "**Base Year**"); provided, however, in no event will the Excess Amount of Operating Expenses exceed 4% in any year.

“Operating Expenses” means the cost of (i) janitorial services and cleaning supplies provided to the Building, (ii) the operation and upkeep of all building systems serving the Building, including lighting, plumbing, HVAC, fire/life safety, electrical systems, ceiling, flooring and other surfaces, and (iii) pest and rodent control.

Notwithstanding any provision of this lease to the contrary, Lessor and County acknowledge and agree that the following items are excluded from Operating Expenses to be reimbursed or paid by County:

- i. Payments on any loans or ground leases affecting the Complex.
 - ii. Depreciation of any building in the Complex or any major system of any service equipment of any building in the Complex.
 - iii. All costs and expenses associated with leasing to other tenants, including tenant improvements allowances, attorneys’ fees, brokerage commissions, and architectural fees, if any.
 - iv. Any cost incurred in complying with hazardous materials laws.
 - v. Capital taxes, income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes or other taxes personal to the Lessor.
- c. Utility Expenses. County’s Proportionate Share of the Excess Amount of Utility Expense.

“Excess Amount of Utility Expenses” means the amount by which Utility Expense, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Utility Expenses in the Base Year.

“Utility Expenses” means the cost of gas and electric service, water, sewer and refuse collection services provided to the Building.

- d. Real Property Taxes. County’s Proportionate Share of the Excess Amount of Real Property Tax Expense, as defined below.

“Excess Amount of Real Property Tax Expense” means the amount by which Real Property Taxes, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for Real Property Taxes in the Base Year.

“Real Property Taxes” means and includes all taxes, assessments (amortized over the longest period available to Lessor) levied or assessed upon the Building and the real property upon which it is situated, any state or local business taxes or

fees measured by or assessed upon gross rentals or receipts, and other government charges, general and special, including, without limitation, assessments for public improvements or benefits, that are, during the Term of this lease, assessed, levied, and imposed by any governmental authority upon the Building. Real Property Taxes do not include any late fees or penalties, any municipal, county, State, or Federal net income, estate, succession, inheritance, sales, use, or franchise taxes of Lessor or documentary or transfer taxes.

- e. Insurance. County's Proportionate Share of the Excess Amount of Insurance Expense, as defined below.

"Excess Amount of Insurance Expense" means the amount by which Insurance, as defined below, actually paid by Lessor in any calendar year (or portion thereof) exceeds the amount Lessor actually paid for the Insurance in the Base Year.

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

- 6. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law. County is responsible for obtaining any use permits needed to operate County's business within the Premises.

- 7. Maintenance and Repairs.

- a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing in the Premises.
- b. Fire Extinguishers; Smoke Detectors; Strobe Alarms. Lessor shall provide fire extinguishers, smoke detectors, and strobe alarms in the Premises as required by current laws, regulations, and the Fire Marshall. Lessor shall maintain, repair, and replace the fire extinguishers, smoke detectors, and strobe alarms as needed.
- c. Interior of Premises. County, at County's sole cost, shall keep and maintain the interior of the Premises in good order, condition, and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. County shall maintain all locks and key systems used in the Premises. The County may install and maintain an alarm system, if deemed necessary by County.

- d. Utility Systems. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition, and repair.
 - e. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. Normal operating hours are Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m., excluding generally recognized holidays. If County requires the use of the HVAC systems outside the normal operating hours, County is responsible for the actual utility costs of the HVAC incurred by such use plus a 10% administrative fee. County is responsible for the repair and/or replacement of the existing supplemental HVAC system in the Technology/Server Room.
 - f. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition, and repair.
 - g. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling, or similar work that is beyond Lessor's responsibilities under this lease, at County's request, either Lessor shall perform the work at County's expense or shall allow for County to have the work done at County's expense. In performing the work, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor thirty (30) days prior written notice, change the scope of work, terminate any or all work, or require that work be performed by a different contractor, subject to Lessor's reasonable approval. All work is subject to Lessor's approval and must comply with existing code requirements.
8. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
9. Subordination, Non-Disturbance and Attornment. If at any time Lessor has a loan that is secured by a lien of a mortgage or deed of trust encumbering the Building, Lessor shall cause the lender(s) holding the lien to execute and deliver to County a Subordination, Non-Disturbance and Attornment Agreement that is in substantial conformity with Exhibit B.
10. Assignment and Sublease. County may assign this lease or sublease the Premises or any part thereof with the written approval from Lessor, which will not be unreasonably withheld or delayed.
11. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Building, (ii) attach fixtures and signs ("**County Fixtures**") in or upon the Building which do not affect the Building systems, and (iii) install electric vehicle charging stations ("**Charging Stations**"). Any County Fixtures, exterior signs or fixtures,

and the location of the Charging Stations, are subject to Lessor's prior approval, which approval may not be unreasonably withheld. Any County Fixtures will remain the property of County and may be removed from the Building by County at any time during the Term. County is responsible for the cost of all alterations, County Fixtures and for the cost of Charging Stations that are not required to be installed as part of the Tenant Improvements. All alterations and County Fixtures must comply with then-current code requirements and are to be removed by County at the expiration of the Term and any damage repaired.

12. Prior Possession. Commencing on the Effective Date, County has the right to install fixtures, telephones, alarm systems, and other items required to prepare the Premises for County's occupancy and to store furniture, supplies and equipment, provided such work and storage can be effected without unduly interfering with Lessor's completion of any tenant improvements.
13. Insurance.
 - a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the self-insurance program, and naming Systron Business Center, LLC as additional insured.
 - b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.
14. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises in broom clean condition, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease. Lessor may require County to remove data cabling from the Premises.
15. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.
16. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner

best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this lease.

17. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of such Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

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

If Lessor fails to address a Perilous Condition within twenty-four (24) hours after County's notice or to immediately address an emergency, County may attempt to resolve the Perilous Condition or emergency. Lessor shall reimburse County for any costs incurred by County in addressing the Perilous Condition or emergency promptly upon receipt of County's invoice.

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

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

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

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

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

20. Indemnification.

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

21. Default.

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

- a. County.
 - i. County’s failure to pay Rent within ten business days after receipt of a written notice of failure (a “**Notice**”) from Lessor to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County’s Board of Supervisors to adopt a budget. In no event may such additional time exceed seventy-five days from receipt of a Notice.
 - ii. County’s failure to comply with any other material term or provision of this lease if the failure is not remedied within thirty days after receipt of a Notice from Lessor to County specifying the nature of the breach in

reasonably sufficient detail; provided, however, if the default cannot reasonably be remedied within the thirty day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days, provided County commences curing the default within thirty days and thereafter diligently proceeds to cure the default.

- b. Lessor.
 - i. Lessor's failure to complete the Tenant Improvements in accordance with the Improvement Agreement.
 - ii. Lessor's failure to perform any other obligation under this lease if the failure is not remedied within thirty days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if the breach cannot reasonably be remedied within the thirty day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of ninety days, provided Lessor commences curing the breach within thirty days and thereafter diligently proceeds to cure the breach.
22. Remedies.
- a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
 - b. County. If Lessor fails to complete the Tenant Improvements in accordance with the Improvement Agreement, County may terminate this lease by giving written notice to Lessor with no cost or obligation to County. Such termination is effective on the effective date of the written notice. Upon the occurrence of any other default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay in full promptly upon receipt.
23. Notices. Any notice required or permitted under this lease must be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: SYSTRON BUSINESS CENTER, LLC
c/o Hanford Freund & Company
47 Kearny Street, Suite 300
San Francisco, CA 94108

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

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

24. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
25. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month, terminable upon thirty (30) days' notice given at any time and is subject to the terms of this lease. During such holding over, County shall pay monthly rent equal to one hundred twenty-five percent (125%) of the rent that had been in effect at the time the lease expired. Holding over does not constitute an extension of the lease.
26. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
27. Governing Law. The laws of the State of California govern all matters arising out of this lease.
28. Severability. In the event that any provision of this lease is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.
29. Real Estate Commission. In negotiating this lease, Lessor is represented by Newmark Knight Frank, and the County represents itself. Lessor shall pay a real estate commission to Newmark Knight Frank pursuant to a separate written agreement. Lessor recognizes and acknowledges that the County is entitled to a real estate commission when it represents itself. The County warrants to Lessor that County's contact with Lessor in connection with this lease has been directly with Newmark Knight Frank.

Lessor shall pay to the County a real estate commission of 2.5% of the amount of the first five (5) years of the Initial Term (\$33,413.15), and 1.25% of the amount of the second

five (5) years of the Initial Term (\$19,367.50), for a total commission amount of \$52,780.65 (the “**County Commission**”). Lessor shall pay one-half of the County Commission upon the execution of this lease and the remainder on the Commencement Date.

Lessor warrants that no other broker or finder, other than Newmark Knight Frank and the County, can properly claim a right to a leasing commission or a finder's fee based upon contacts with the County with respect to the Building. Lessor and County shall indemnify, defend, protect, and hold each other harmless from and against any loss, cost, or expense, including, but not limited to, attorneys' fees and costs, or the payment of a real estate commission to any party, other than Newmark Knight Frank and County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Building and this lease.

[Remainder of Page Intentionally Left Blank]

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

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

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

SYSTRON BUSINESS CENTER, LLC, a
California limited liability company

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Jeff Wilcox
Managing Director

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret J. Eychner
Senior Real Property Agent

APPROVED AS TO FORM

Mary Ann McNett Mason, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

ME:sl
G:\realprop\LEASE MANAGEMENT\CONCORD\2731 SYSTRON - T00___\LEASES\LEASE DRAFTS\WIC Lease\2731 Systron WIC Lease
- Final.docx

Exhibit A

[Floorplan]

Exhibit B

Recorded at the request of:
Contra Costa County

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

Assessor's Parcel No. 126-192-014-2

Subordination, Non-Disturbance, and Attornment Agreement

This agreement is dated _____, 20____, and is between the County of Contra Costa, a political subdivision of the State of California (the “**Tenant**”), _____, a _____, its successors and assigns (the “**Lender**”), having its principal place of business at _____.

Recitals

- A. Pursuant to a lease dated _____, 2022 (the “**Lease**”) between the Tenant and SYSTRON BUSINESS CENTER, LLC, a California limited liability company (the “**Landlord**”), Landlord is leasing to the Tenant certain space in the building located at 2731 Systron Drive, Concord, more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).
- B. Lender has previously made a loan (the “**Loan**”) to Landlord that is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender encumbering the Property (the “**Mortgage**”) and an assignment of all leases of and rents from the Property
- C. This agreement is being executed by the parties in accordance with the requirements of Section 9 of the Lease.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Tenant hereby represents, acknowledges, and agrees as follows:
 - a. The term of the Lease commences on _____ and will terminate on _____.

- b. The current monthly rent payment under the Lease is set forth in Section 3 of the Lease. No advance rents have been prepaid.
- c. The improvements described in the Lease have not been completed or accepted by Tenant.
- d. Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
- e. Upon its execution, the Lease will be in full force and effect.
- f. All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.
- g. If Lender provides Tenant with Lender's address for notification purposes, Tenant will deliver to Lender a copy of all notices Tenant delivers to or receives from Landlord.
- h. Tenant will not look to Lender or its successors or assigns for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Lender.

2. If Lender elects to foreclose the Mortgage, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.

3. In the event that Lender succeeds to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Lender is not:

- a. Liable for any act or omission of Landlord or any prior landlord under the Lease;
- b. Subject to any offsets or defenses that Tenant might have against Landlord or any prior landlord;
- c. Bound by any rent or additional rent that Tenant might have paid for more than the current month to Landlord;
- d. Bound by any amendment or modification of the Lease made without Lender's prior written consent; or
- e. Liable for any security deposit Tenant might have paid to Landlord, except to the extent Lender has actually received said security deposit.

4. Upon Lender's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all the obligations and conditions imposed on Tenant by the Lease. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

5. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender will have such longer time as may be necessary to cure the default provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

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

To Lender: _____

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

7. This agreement binds and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

[Remainder of Page Intentionally Left Blank]

8. This agreement may be modified only in a writing duly executed by both parties.

The parties are signing this agreement as of the date set forth in the introductory clause.

COUNTY:

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

By _____
Brian M. Balbas
Director of Public Works

LENDER:

Name of Lender., a

By _____
Name
Title

By _____
Name
Title

[Attach Notary Forms]

Exhibit A to
Subordination, Non-Disturbance, and Attornment Agreement
[Legal Description of Property]

LEGAL DESCRIPTION EXHIBIT

CITY OF CONCORD

PORTION OF LOT 20, AS SHOWN ON THE MAP OF SUBDIVISION OF LANDS IN THE ESTATE OF FRANCISCO GALINDO, FILED DECEMBER 24, 1901 IN BOOK B OF MAPS, PAGE 35, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF GALINDO STREET (SAN MIGUEL ROAD), AT THE MOST WESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ANDREW PRICCO TO W.K. ROSENBERRY, DATED NOVEMBER 6, 1956 AND RECORDED NOVEMBER 15, 1956 IN BOOK 2881 OF OFFICIAL RECORDS AT PAGE 591, SAID POINT BEING ON THE WESTERLY LINE OF SAID LOT 20; THENCE FROM SAID POINT OF BEGINNING NORTH 13° 30' WEST, ALONG SAID WESTERLY LINE OF SAID LOT 20, 412.24 FEET TO THE SOUTHERN LINE OF THE PARCEL OF LAND SHOWN ON THE MAP ENTITLED "GALINDO GLEN TRACT 2614, CITY OF CONCORD, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 2, 1958 IN BOOK 70 OF MAPS, PAGE 6, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE SOUTHERN AND EASTERN LINES OF SAID "GALINDO GLEN", NORTH 76° 30' EAST, 92.79 FEET, NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 175 FEET, TANGENT TO THE LAST NAMED COURSE, 145.75 FEET, AND NORTH 28° 46' 45" EAST, 287.27 FEET TO THE NORTHERLY LINE OF SAID LOT 20; THENCE ALONG SAID NORTHERLY LINE OF LOT 20, NORTH 76° 15' EAST, 342.85 FEET; THENCE SOUTH 14° 18' 28" EAST, 394.14 FEET; THENCE SOUTH 16° 59' 46" WEST, 133.15 FEET; THENCE SOUTH 25° 35' 24" EAST, 25.00 FEET TO THE NORTHWESTERN LINE OF SAID ROSENBERRY PARCEL (2881 OR 591); THENCE SOUTH 64° 24' 36" WEST, ALONG SAID NORTHWESTERN LINE OF SAID ROSENBERRY PARCEL (2881 OR 591), 717.51 FEET TO THE POINT OF BEGINNING.

APN 126-192-014



**ROBERTS
BOCHÉ
ASSOCIATES**

555 FIRST STREET, SUITE 300
BENICIA, CA 94510
PH: 707.747.4330
FX: 707.747.4333

PROJECT:

Exhibit A

CONTRA COSTA COUNTY

2731 SYSTRON DRIVE
CONCORD, CA

CONCEPT PLAN

CP.5

JOB NUMBER: 22014
DATE: 05.05.22
SCALE: SEE BAR SCALE
SHEET NO.: 1 OF 1



D:\Syston Business Center, LLC\22014 Contra Costa County\CP.5\BASE.dwg

NOT FOR CONSTRUCTION

© 2022 ROBERTS BOCHÉ ASSOCIATES, INC.

WORK LETTER

Health Services Department –
Women, Infants, & Children Program
2731 Systron Drive
Concord, California

August 9, 2022

This work letter (“**Work Letter**”) is part of the lease being executed concurrently between SYSTRON BUSINESS CENTER, LLC, a California limited liability company, as landlord (Lessor), and the COUNTY OF CONTRA COSTA, as tenant (County), under which the County is leasing approximately 8,741 square feet of space in the Building located at 2727-2731 Systron Drive, Concord, California, as more particularly described in the lease.

Lessor and County mutually agree as follows:

1. Terms. All capitalized terms not defined herein have the meanings ascribed to them in the lease. The provisions of this Work Letter supplement the lease and are specifically subject to the provisions of the lease. If there is a conflict between the provisions of the lease and the provisions of this Work Letter, the provisions of the lease control. Whenever the approval of County is required hereunder, approval is required of the County’s Director of Public Works or her designee (the “**County Representative**”).
2. Lessor's Representation and Warranties. Lessor represents and warrants to County that Lessor is the owner of the Building, and the Building is presently zoned to permit its use for the purposes contemplated by this Work Letter and the lease and is free of any covenants, restrictions, and other encumbrances. In addition, Lessor represents and warrants that the individuals signing this Work Letter on behalf of Lessor are authorized to do so.

Lessor covenants and agrees that it will cause the Substantial Completion Date, as defined below, to occur no later than March 1, 2023, so long as the lease is fully executed by August 15, 2022. (Lessor shall strive to complete the construction as soon as possible prior to March 1, 2023.)

3. Base Building Work. Lessor, at Lessor’s cost and expense, has constructed the Building shell and core (collectively, the “**Base Building Work**”). The Base Building Work includes, but is not limited to, the following elements of the Building: (a) concrete floors (without floor coverings), (b) finished perimeter walls (including windows, window frames, window blinds, and doors), (c) finished ceilings, including lights and light fixtures, (d) finished restrooms, (e) closets for telephone and electrical systems (but not the telephone systems themselves), (f) Building mechanical, electrical, and plumbing systems

within the Building core only, (g) interior core walls, (h) fire alarms and fire suppression systems, (i) all items necessary for the Building to satisfy the provisions of the Americans with Disabilities Act, including, without limitation, washrooms, drinking fountains, and the parking area, (j) all code-required items relating to the other elements of the Base Building Work, such as exit signs, speakers, fire doors, and any other life-safety support system for each floor, and (k) dry wall and tape of interior columns.

4. Tenant Improvements. Subject to the conditions set forth below, Lessor, at its sole cost and expense, shall demolish existing interior improvements as required and construct and install the improvements to the Premises that are described on Schedule 1 attached hereto and incorporated herein (the “**Tenant Improvements**”) in accordance with (i) the Space Plans, as defined below, (ii) the Construction Schedule, attached hereto as Schedule 3 – Construction Schedule, and (iii) the Final Plans, as defined below. Any other work on the Premises is to be performed at County’s expense by County, or, if requested by County, Lessor (“**Tenant’s Work**”). The Lessor may not charge an administrative fee in connection with Tenant’s Work.

For purposes of this Work Letter, “**Construction Schedule**” means the schedule that (i) identifies the work to be accomplished to complete the Tenant Improvements and the sequence of that work, and (ii) sets forth the dates by which certain components of the work must be completed. Lessor to provide County notice when County’s work (cabling, IT, etc) can be done during the construction of the Tenant Improvements.

5. Plans.

- a. Prior to the execution of the lease, Lessor and County approved in writing space plans for the build-out of the Tenant Improvements for the Premises that were prepared by Lessor or Lessor’s designated architect (the “**Space Plans**”). A copy of the Space Plans is attached hereto as Schedule 2.
- b. Lessor shall pay for all fees and costs incurred in connection with the Tenant Improvements depicted on the Final Plans as defined below, including architectural plans required to depict accessibility routes for the Building in general. Any and all architectural and engineering fees and costs incurred as a result of changes in the Final Plans requested by County will be County’s sole responsibility and paid for by County as additional rent within ten (10) days after receipt of invoices from Lessor showing that the additional fees or costs have been incurred.

6. Modifications to the Plans.

- a. Lessor and County acknowledge that the Space Plans may not depict certain structural elements of the Building and/or various elements of the Building systems that may necessitate modifications to the Space Plans and specifications for the Tenant Improvements (collectively “**Structural Modifications**”). Furthermore, any final plans and specifications for the construction of the Tenant Improvements may require

modification to account for Applicable Laws and Restrictions. “**Applicable Laws and Restrictions**” means all laws (including, without limitation, the Americans with Disabilities Act), building codes, ordinances, regulations, title covenants, conditions, and restrictions, and casualty underwriters’ requirements applicable to the Premises and the Tenant Improvements. Within sixty days after the date of the lease, Lessor shall cause final plans and specifications to be prepared in substantial conformity with the Space Plans, taking into account (i) Structural Modifications, (ii) the requirements of the Applicable Laws and Restrictions, (iii) other modifications resulting from physical constraints of the Premises, and (iv) modifications requested by County and consented to by Lessor, which consent may not be unreasonably withheld (the “**Final Plans**”). Once completed, the Final Plans will be attached to this Work Letter as Schedule 4.

- b. Any and all modifications of, or amendments to, the Space Plans and the Final Plans (including all working drawings and other supplements thereto, but excluding immaterial field changes and Structural Modifications), are subject to the prior written approval of County. Material "or equal" items or substitute items provided for in the specifications forming part of the Final Plans are subject to the prior written approval of County, which approval may not be unreasonably withheld or delayed. Samples of such “or equal” or substitute materials, together with any additional supplemental information that may be necessary for County's review, are to be submitted to County in a timely manner.
7. Inspections. The County and its representatives may enter the Premises at all reasonable times for the purpose of inspecting the progress of construction of the Tenant Improvements.
 8. Compliance with Laws; Standards of Performance. Lessor, at its expense, shall (i) obtain all approvals, permits and other consents required to commence, perform and complete the Tenant Improvements, and, if applicable, shall deliver a certificate of occupancy to County, and (ii) cause the Tenant Improvements to be constructed in accordance with the following performance standards: the Tenant Improvements are to be constructed by well-trained, adequately supervised workers, in good and workmanlike manner, free from design, material and workmanship defects in accordance with the Final Plans and all Applicable Laws and Restrictions (the “**Performance Standards**”). Lessor warrants that all Tenant Improvements shall be constructed in accordance with the Performance Standards. Notwithstanding anything to the contrary in the lease or this Work Letter, County’s acceptance of possession of the Premises does not waive this warranty and Lessor shall promptly remedy all violations of the warranty at its sole cost and expense.
 9. Completion Notice; Inspection; Substantial Completion Date.
 - a. When Lessor deems construction of the Tenant Improvements to be Substantially Complete, as defined below, Lessor shall tender delivery to County by delivering a “**Completion Notice**” in substantial conformity with Schedule 5. For purposes of this Work Letter, the phrase “**Substantially Complete**” means (i) construction of the

Tenant Improvements has been substantially completed in accordance with the Performance Standards, (ii) there is no incomplete or defective work that unreasonably interferes with County's use of the Premises, (iii) all necessary government approvals for legal occupancy of the Tenant Improvements have been obtained (including, if applicable, a Certificate of Occupancy), and (iv) all utilities are hooked up and available for use by County in the Premises.

- b. Upon receipt of the Completion Notice, a representative of the County and a representative of Lessor will immediately inspect the Tenant Improvements for the purpose of establishing that the Tenant Improvements are Substantially Complete. Once County is satisfied that the Tenant Improvements appear to be Substantially Complete, County shall so indicate by countersigning the Completion Notice. The Premises will be deemed delivered to County on the day that County countersigns the Completion Notice (the "**Commencement Date**" and the "**Substantial Completion Date**").
10. Punchlist. County has forty-five (45) days from the Substantial Completion Date to provide Lessor with a written list of any items that are defective, incomplete, or do not conform to the Final Plans or to Applicable Laws and Restrictions (a "**Punchlist**"). County's failure to specify any item on the Punchlist, however, does not waive Lessor's obligation to construct the Tenant Improvements in accordance with this Work Letter. Lessor shall remedy all items on the Punchlist as soon as practicable and in any event within thirty days of Lessor receiving the Punchlist. If Lessor fails to remedy all items on the Punchlist within the thirty-day period (exempt as to items, if any, that require more than thirty days to complete), then County may, upon twenty days prior notice to Lessor, complete any Punchlist items and deduct the cost of such work from the Rent next coming due under the lease in an amount not to exceed twenty-five percent (25%) of the Rent per month for a period not to exceed six months.
11. Tenant's Work.
 - a. Any item of work not shown in the Final Plans, including, for example, telephone and data service or furnishings ("**Tenant's Work**"), may be performed by County through contractors selected by County and approved by Lessor, which approval may not be unreasonably withheld or delayed. Upon a timely request by County, Lessor shall perform the Tenant's Work through contractors selected by Lessor and approved by County. If Lessor performs the Tenant's Work, County shall reimburse Lessor for the full cost of the work upon receipt by County of receipted invoices for work performed or materials supplied. If County performs all or any portion of the Tenant's Work, Lessor shall allow County prompt and reasonable access to the Premises, provided, in Lessor's reasonable opinion, the Tenant's Work can be performed by County without undue interference with the completion of the Tenant Improvements.

- b. Lessor shall furnish water, electricity, and HVAC to the Premises during the performance of any of Tenant's Work during normal working hours of the Tenant Improvement project, without charge to County.

12. County's Right to Terminate. County may terminate the lease and this Work Letter by delivering a written termination notice to Lessor upon the occurrence of any of the following events:

- a. Lessor fails to cause construction of the Tenant Improvements to commence on or before October 1, 2022.
- b. The Substantial Completion Date does not occur on or before the Scheduled Completion Date and Lessor fails to Substantially Complete the Tenant Improvements on or before the fifth day after written notice by County to Lessor of its intent to terminate pursuant to this section;

provided, however, County may not terminate the Lease if the failure to commence or complete construction by the deadlines set forth above is solely the result of delays that are caused by force majeure, supply chain issues, or any other delay outside of Lessor's control.

13. Construction Period Insurance.

- a. Throughout the performance of the Tenant Improvements and the Tenant's Work, if the Tenant's Work is performed by Lessor, Lessor shall carry and shall cause all contractors and their subcontractors to carry the insurance set forth below covering all occurrences in or about the Building, and County shall be named as a party assured, together with the Lessor, contractor, or subcontractor, as the case may be:
 - i. Workers' compensation insurance in statutory limits;
 - ii. Lessor: Commercial general liability insurance, including contractual liability, owners' and contractors' protective liability for a period of one year after substantial completion, with limits of not less than \$2,000,000 per occurrence;
 - iii. Contractors and Subcontractors: Commercial general liability insurance, including contractual liability, owners' and contractors' protective liability for a period of one year after substantial completion, with limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence;
 - iv. Comprehensive automobile liability in minimum limits of \$500,000 for bodily injury or death to one person and \$1,000,000 for bodily injury or death in any one occurrence and \$500,000 per occurrence for property damage;

- v. Employer's liability insurance in minimum limits of \$1,000,000 per occurrence for bodily injury or disease; and
 - vi. Excess liability insurance over the insurance required by subsections (ii), (iii), (iv), and (v) of this section with combined, minimum coverage of \$2,000,000.
- b. All insurance required by this Section 13 may be carried in whole or in part under a blanket policy (or policies). Lessor agrees to require each contractor and subcontractor to furnish Lessor with evidence reasonably satisfactory to Lessor of the maintenance of the required insurance coverage, with assurances that it will not be cancelled without fifteen days advance written notice to Lessor, and, in the case of blanket insurance, setting forth that the Building and the work on the Building are covered by the blanket policy and specifying the amount of coverage relating thereto. Upon the request of the County Representative, Lessor shall provide to the County Representative evidence of the required insurance coverage that is reasonably satisfactory to the County Representative.
14. Risk of Loss.
- a. If the Premises or any portion of the Tenant Improvements or Tenant's Work is damaged or destroyed prior to the Substantial Completion Date, County may terminate the lease if, in the reasonable opinion of Architect, the Building cannot be restored and the Tenant Improvements Substantially Completed prior to 60 days after the Scheduled Completion Date. If the lease is terminated pursuant to this section, Lessor shall cause its insurance to pay County an amount that is equal to the cost of constructing the Tenant's Work paid by County prior to the casualty.
 - b. If the Premises or the Tenant Improvements are damaged or destroyed prior to the Substantial Completion Date and the lease is not terminated pursuant to this section, Lessor shall promptly and diligently cause its contractor to restore the Premises and complete construction of the Tenant Improvements.
15. Pre-Move-In Cleaning. Lessor shall clean and ventilate the Premises immediately prior to County moving into the Premises.
16. Move-In. Lessor shall make available to County on any weekday between the hours of 8:00 a.m. and 6:00 p.m. and, in addition, at County's request either on any three weekends between the hours of 6:00 p.m. on Friday and 8:00 a.m. on Monday or, in lieu of any one weekend, any four nights between the hours of 7:00 p.m. and 8:00 a.m., and the electricity and HVAC that County may reasonably require in connection with County's moving into the Premises. Lessor shall provide a qualified property management employee during County's move-in. County shall provide reasonable security at the Building in the event County moves into the Leased Premises at any time other than normal business hours.

[Remainder of Page Intentionally Left Blank]

17. Time of the Essence. Time is of the essence in fulfilling all terms and conditions of this Work Letter.

The parties are executing this Work Letter as of the date hereinabove set forth.

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

SYSTRON BUSINESS CENTER, LLC, a
California limited liability company

By: _____
Brian M. Balbas
Public Works Director

By: _____
Jeff Wilcox
Managing Director

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret J. Eychner
Senior Real Property Agent

APPROVED AS TO FORM
Mary Ann McNett Mason, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

SCHEDULE 1

TENANT IMPROVEMENTS

Note: Room numbers referenced below correspond to Room numbers on Schedule 2 – Space Plans and Schedule 2-A -Floors.

WIC Suite/Common Areas

1. **Entire Suite:** Create WIC Suite 200 and all of its offices and spaces (shown in pink) as depicted in Schedule 2 – Space Plans.
2. **Flooring:** Install new Luxury Vinyl Tile (“LVT”), Vinyl Composition Tile (“VCT”), Carpet Tiles (“CT”), Sheet Vinyl (“SV”), and rubber wall base throughout, in colors and patterns to be chosen by the County in locations described below and depicted in Schedule 2-A – Floors. If available, County requests use of Tandus Centiva products for flooring (or equivalent based on current availability).
 - a. Install new LVT and rubber wall base in the following rooms:
 - i. Waiting Room 100
 - ii. Conference Room 110
 - iii. Break Room 140 in Common Area (shown in green on Schedule 2-A)
 - b. Install new VCT and rubber wall base at the following rooms:
 - i. IZ Supply – Room 144;
 - ii. Secure File – Room 107;
 - iii. General Storage – Room 106.
 - c. Install new SV and rubber wall base in the following rooms:
 - i. IZ Offices – Rooms 146 & 147;
 - ii. Pump and Supply Cleaning – Room 109;
 - iii. Toilet Rooms 109, 112, and 113.
 - d. Install new carpet tiles and rubber wall base in all other areas of the suite and common areas.

3. **Paint:** Patch and repair walls as and apply fresh paint throughout suite and Common Areas in colors to be chosen by the County.
4. **Millwork:**
 - a. In IZ Offices – Rooms 146 & 147, install upper and lower cabinets with hard-surface counter-tops and undermounted sinks in colors and styles to be chosen by the County.
 - b. In Pump and Supply Cleaning – Room 108, install lower 8’ cabinets with hard-surface counter-tops and a deep, undermounted, utility-type sink in colors and styles to be chosen by the County.
 - c. Replace all existing upper and lower cabinets and countertops in Break Room 140 with new cabinets and hard-surface countertops with two separate undermounted sinks in colors and styles to be selected by County.
5. **Existing Restrooms 114 and 115:** Existing restrooms to be delivered in like-new condition with the following:
 - a. Replace counter-tops with hard-surface countertops and undermounted sinks.
 - b. Refurbish wall and base tile in color to be chosen by County.
 - c. Replace/repair sheetrock as needed. Repaint walls in color to be selected by County.
 - d. Deep clean existing floor tile.
 - e. Remove tampon dispenser and sharps containers.
6. **Technology/Server Room 116:**
 - a. County to utilize existing supplemental HVAC system. (Landlord does not warrant this system and County to maintain at County’s cost.) Any replacement of the supplemental system to be at County’s cost.
 - b. Install fire-rated plywood on the two walls to the right of the door. Leave existing plywood where it exists.
 - c. Provide dedicated NEMA 5-20 circuits for each of the four racks County will be using (the four racks to the right side when entering the room).
 - d. Remove all white cabling on back wall.
 - e. Remove telephone system from room.
 - f. County will remove all other existing cabling as necessary.

g. Clean existing flooring.

7. **Existing Break Room:** Remove existing refrigerators. Install new millwork as described in Section 4.c. above.

8. **Tenant Work in WIC and Common Area Spaces:**

The following Tenant Work in the WIC and Common Area Spaces will be included in estimates for the Tenant Improvements. Once County is informed as to the cost of the work, County can decide whether or not to proceed with the improvements, which will be completed by the Lessor, but at the sole cost of the County, per Section 4 of this Work Letter.

a. **Millwork:** Install upper and lower cabinets in Conference Room 110 that run the full length of the wall opposite from the pillar.

b. **Water Fountain:** Install at least one water fountain with a bottle-filler. Location to be determined.

NOTE: Building Standard Finishes and Supply Chain Remedy: Lessor to use good faith efforts to supply County's requested building standard finishes as described above. In the event Lessor encounters lack of materials or supply chain issues, Lessor and County shall mutually agree on like-kind replacement materials in order to facilitate completion of construction.

SCHEDULE 2

SPACE PLANS

SCHEDULE 2-A

FLOORS

SCHEDULE 3

CONSTRUCTION SCHEDULE

SCHEDULE 4

FINAL PLANS

SCHEDULE 5

FORM OF COMPLETION NOTICE

To: Contra Costa County
From: Systron Business Center. LLC
Date:
Re: Completion Notice

This notice is provided in compliance with Section 9 of that certain Work Letter dated _____, 2022 between Systron Business Center. LLC and Contra Costa County (the "Work Letter").

All terms not otherwise defined herein have the meaning ascribed to them in the Work Letter.

Tender by Lessor

Lessor hereby represents that it has completed construction of the Tenant Improvements in substantial conformity with the Final Plans.

Landlord hereby tenders the Premises for delivery to Tenant.

Systron Business Center. LLC

By: _____

Its: _____

Certification by Contra Costa County

The undersigned, a duly authorized representative of Contra Costa County, hereby represents that the County has caused the Tenant Improvements to be inspected and has determined them to be in substantial conformity with the Final Plans.

Contra Costa County

By: _____

Date: _____

Its: _____



**ROBERTS
BOCHÉ
ASSOCIATES**

555 FIRST STREET, SUITE 300
BENICIA, CA 94510
PH: 707.747.4330
FX: 707.747.4333

PROJECT:

CONTRA COSTA COUNTY

2731 SYSTRON DRIVE
CONCORD, CA

CONCEPT PLAN

CP.5

JOB NUMBER: 22014
DATE: 05.05.22
SCALE: SEE BAR SCALE
SHEET NO.: 1 OF 1



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**ROBERTS
BOCHÉ
ASSOCIATES**

555 FIRST STREET, SUITE 300
BENICIA, CA 94510
PH: 707.747.4330
FX: 707.747.4333

PROJECT:

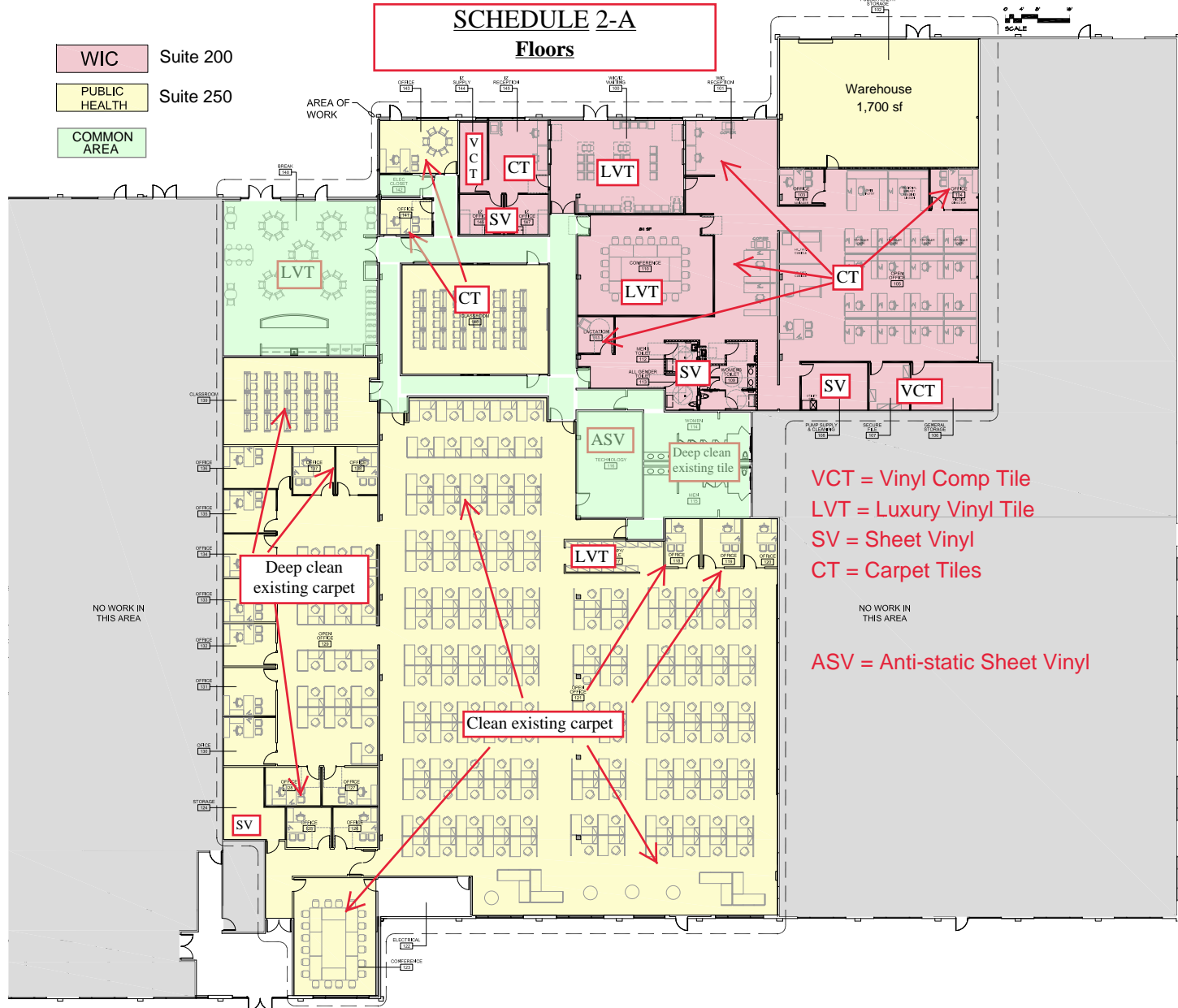
CONTRA COSTA COUNTY

2731 SYSTRON DRIVE
CONCORD, CA

CONCEPT PLAN

CP.5

JOB NUMBER: 22014
DATE: 05.05.22
SCALE: SEE BAR SCALE
SHEET NO.: 1 OF 1





Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Non-Competitive Allocation for the Community Care Expansion Preservation Fund Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a non-competitive allocation, made available by the California Department of Social Services (CDSS) through the Community Care Expansion (CCE) Preservation Funds program. These funds are for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI) including those who are experiencing or at risk of homelessness. The CCE Preservation Funds include operating subsidies and funds for capital projects.

FISCAL IMPACT:

Upon acceptance, County will receive allocated funds from CDSS through their administrator, Advocates for Human Potential, to help preserve licensed housing options for recipients SSI/SSP and/or CAPI. County will receive an allocation of \$1,189,741 for the Operating Subsidy Payment (OSP) program and \$3,238,276 for the Capital Projects (CP) program. A match requirement of 10% is required for distributed CP funds which may be passed to program recipients.

BACKGROUND:

The State of California has \$805 million in funding for a competitive grant program through CDSS to develop adult and senior care facilities for individuals receiving SSI/SSP or CAPI. Of these funds \$195 million has been allocated statewide to the OSP and CP programs. OSP funds must be obligated by June 30, 2027 and liquidated by June 30, 2029. CP funds must be obligated by June 30, 2024 and liquidated by December 31, 2026.

Counties accepting funds shall be responsible for: submission of a Certification of funds acceptance; identification of a County department to manage funds, submission of an Implementation Plan outlining how program will be administered, ensure program administration is consistent with the Notice of Funding Availability and executed contract, ensure recipient facilities are in good standing with Community Care Licensing, limit administrative costs to 10% or less, provide relevant reports, and ensure match is provided by either County or program recipients.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Suzanne Tavano, 925-957-5201

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Upon approval and notice of award Behavioral Health (CCBHS), as lead agency, will convene a workgroup of interested County departments and other stakeholders to create an initial implementation plan by October 15, 2022. CCBHS will return to the Board for approval of the final implementation plan, final award acceptance and contract approval upon receipt of the of the Contract from Advocates for Human Potential.

CONSEQUENCE OF NEGATIVE ACTION:

County would not receive funds for the preservation of licensed residential adult and senior care facilities serving applicants or recipients of SSI/SSP or CAPI.



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: August 9, 2022

Subject: 2022-2023 California Department of Education State Preschool Program Revenue Agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement with the California Department of Education to accept funding in an amount not to exceed \$16,424,131 for State Preschool services for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

\$16,424,131: County to receive total funding in the amount of \$16,424,131, all of which has been budgeted in FY 2022-2023. Revenue is 100% State funds through the California Department of Education (CDE), State Agreement Number CSPP-2051-00. No County match is required.

BACKGROUND:

The County receives funds from the California Department of Education (CDE) to provide preschool services to program-eligible families for children ages 3-5 years old. In order to be program-eligible, families must meet at least one (1) of these eligibility criteria: receiving cash-aid, income eligible, experiencing homelessness, or recipients of protective services or at risk of being abused, neglected or exploited. For Full-Day services, families must have an established

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

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: V. Kaplan, (925) 608-5052

By: , Deputy

cc:

BACKGROUND: (CONT'D)

need for child care in addition to meeting eligibility criteria. The program is operated by the Employment and Human Services Department (EHSD), Community Services Bureau (CSB). During Fiscal Year 2021-2022, approximately 1,098 families and 1,163 children received preschool services throughout the County.

This Board Order is to accept funds for Fiscal Year 2022-2023 for EHSD to continue providing preschool services. During the term of the revenue agreement, the contract rate, the Minimum Days of Operations (MDO) and the Maximum Reimbursable Amount (MRA) may be adjusted by CDE State Agency through an Allocation Letter issued to Contra Costa County Employment and Human Services Department.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Contra Costa residents eligible to receive preschool services will not receive these services.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department Community Services Bureau supports three (3) of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: August 9, 2022

Subject: 2022-2023 California Department of Education Prekindergarten and Family Literacy Support Revenue Agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement with the California Department of Education to accept funding in an amount not to exceed \$27,500 for prekindergarten and family literacy program support services for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

County is to receive an amount not to exceed \$27,500 from the California Department of Education (CDE) for the period July 1, 2022 through June 30, 2023, all of which has been budgeted in FY 2022-2023. (100% State) No County match is required.

State Contract Number: CPKS-2007-00

BACKGROUND:

The County receives funds from the California Department of Education (CDE) to provide prekindergarten and family literacy support services to promote and support interactive literacy activities for children and families enrolled in the program. The prekindergarten and family literacy support agreement is an expenditure-only agreement that supplements the California State

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: V. Kaplan, (925) 608-5052

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Preschool Program. Funds are used for education for parents and legal guardians of children in participating classrooms to support the development of their child's literacy skills. Staff development for teachers in participating classrooms that include: development of a pedagogical knowledge, knowledge and application of developmentally appropriate assessments of the pre-reading skills of children, information on working with families, including the use of on-site coaching, for guided practice, in interactive activities and referrals, as necessary, to providers of instructions in adult education and English as a second language in order to improve the academic skills of parents and legal guardians of children in participating classrooms. The program is operated by the Employment and Human Services Department (EHSD), Community Services Bureau (CSB). During Fiscal Year 2021-2022, ten classrooms serving 178 families and 185 children received prekindergarten and family literacy support services throughout the County.

This Board Order is to accept funds for Fiscal Year 2022-2023 for EHSD to continue providing prekindergarten and family support services. During the term of the revenue agreement, the Maximum Reimbursable Amount (MRA) may be adjusted by CDE State Agency through an Allocation Letter issued to Contra Costa County Employment and Human Services.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Contra Costa residents eligible to receive these services will not receive prekindergarten and family literacy support services.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department Community Services Bureau supports three (3) of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Grant Amendment #28-983-1 with Public Health Foundation Enterprises, Inc. (dba Heluna Health)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment #28-983-1 with Public Health Foundation Enterprises, Inc. (dba Heluna Health), a nonprofit corporation, to amend Grant Agreement #28-983 to extend the termination date from September 22, 2022 to September 22, 2023 with no change in the amount payable to the county not to exceed \$135,249 for the provision of Public Health Laboratory Director training and participation in the Continuity of Operations Plan (COOP) for state-wide COVID emergency testing.

FISCAL IMPACT:

Approval of this amendment will not impact the payment limit of the grant agreement.

BACKGROUND:

This agreement allows the County to provide Public Health Laboratory Director training fellowships to prepare fellows for national board certification exams. Fellowships will include in-person trainings in managing, supervising and administering a public health laboratory, tuition to complete academic requirements for board exams eligibility as applicable, registration, travel and lodging for national board exams, and training materials. County will also participate in the COOP for state-wide COVID emergency testing. This includes planning meetings, capacity data, mapping to state collection sites and MOA/MOU for COVID emergency testing, verifying state collection site COVID transport media, such as Molecular Transport Medium (MTM) and/or dry swabs, testing and verifying Color Application Programming Interface (API), Laboratory Information Management System (LIMS) software integration, and completing one or more COOP exercises to test capacity to receive, test, and report state COVID specimens.

On March 8, 2022, the Board of Supervisors approved Agreement #28-983 to allow the County to receive funding to provide Public Health Laboratory Director training and participate in COOP for state-wide COVID emergency testing. This agreement included the County agreeing to indemnify and hold harmless the contractor for claims arising out of county's performance under this contract.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 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)

Approval of Amendment #28-983-1 will allow the County to continue to provide Public Health Laboratory Director training and participation in the COOP for state-wide COVID emergency testing through September 22, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved the County will not be able to provide Public Health Laboratory Director Training and participate in COOP for state-wide COVID emergency testing.



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: August 9, 2022

Subject: Access to Technology to Provide Digital Connectivity for Older Adults and Adults with Disabilities Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept grant funding in an amount up to \$1,449,700 from the California Department of Aging for the Access to Technology Program to provide digital connectivity for older adults and adults with disabilities for the period October 1, 2022 through December 31, 2024.

FISCAL IMPACT:

County to receive an amount up to \$1,449,700 from the California Department of Aging to fund the Access to Technology for Older Adults and Adults with Disabilities Program. (100% State) (No county match is required). Appropriations and Revenue Adjustment for this grant will be made during FY 22-23.

BACKGROUND:

In 2021, the Governor signed Assembly Bill (AB) 135 into law to add Welfare and Institutions Code 9104 which required the California Department of Aging to create the Access to Technology Program (ATT). The ATT Program is a 27-month program (October 1, 2022 through December 31, 2024) to meet the needs of diverse older adults and adults with disabilities to gain access

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Elaine Burres 925-608-4960

By: , Deputy

cc:

BACKGROUND: (CONT'D)

to digital connectivity and technology to help reduce isolation, increase social connections, and enhance self-confidence in navigating digital and online resources.

The grant funding will be used to increase access to technology for older adults and adults with disabilities; provide education and training of older adults and adults with disabilities on the use of technology; reduce isolation of vulnerable adults through the use of technology; and conduct outreach about the program.

Employment and Human Services will partner with community organizations to deliver access to technology programs. Additional partners and vendors will be identified to continue and increase service delivery.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, many older adults and adults with disabilities will remain socially isolated and will lack access to technology.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Grant Amendment #28-967-2 with Public Health Foundation Enterprises, Inc., dba Heluna Health

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Amendment #28-967-2 with Public Health Foundation Enterprises, Inc., dba Heluna Health, to extend the term end date of July 31, 2022 to October 31, 2022, with no change in the amount payable to the County of \$250,000 to continue to provide COVID-19 and respiratory viral panel testing for the Community Sentinel Surveillance Project.

FISCAL IMPACT:

Approval of this agreement does not change the original amount payable to the County of \$250,000 for COVID-19 related activities. No County match is required.

BACKGROUND:

Since the emergence of COVID-19 in California in January 2020, the California Department of Public Health (CDPH) and local public health partners have been tracking and monitoring COVID-19 cases in California and have implemented containment and mitigation efforts. COVID-19 surveillance is essential to estimate disease prevalence over time, throughout the state, and amount key groups at high risk for infection in order to improve containment, mitigation and prevention measures, which may vary depending on regional COVID-19 epidemiology.

Therefore, CDPH and several California local health jurisdictions, including Contra Costa County, are working with the United States Centers for Disease Control and Prevention to initiate sentinel community surveillance for COVID-19. Public Health Foundation Enterprises, Inc. has been designated by the CHDP to administer this funding and to provide consulting and technical assistance that will be needed to perform the required activities. The County has been contracting with them for these services since June 2021.

On October 5, 2021, the Board of Supervisors approval of this Grant Agreement #28-967-1 with Public Health Foundation Enterprises, Inc. dba Heluna Health, to pay the County in the amount of \$250,000, for Contra Costa County to participate in the State Community Sentinel Surveillance Project which allows Contra Costa County Health Services Department patients who are experiencing COVID-19 like symptoms

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

to be tested for both COVID-19 and other respiratory viruses, through July 31, 2022. The Contract is agreeing to indemnify and hold harmless the Grantor for claims arising out of County's performance under this Contract.

Approval of Grant Amendment #28-967-2 will allow the County to continue to participate in the State Community Sentinel Surveillance Project, through October 31, 2022.



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: August 9, 2022

Subject: High Roads Training Partnership Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board (WDB) to apply for and accept the High-Roads Training Partnership (HRTP) grant from the California Workforce Development Board (CWDB) in an amount not to exceed \$1,000,000 to develop and implement an EMT/Paramedic Apprenticeship Program for under-served communities of color, for the period April 1, 2023 through March 31, 2025.

FISCAL IMPACT:

County to receive up to \$1,000,000 from Federal Workforce Innovation and Opportunity Act (WIOA) Funds. Funding is 100% Federal (No County Match)

BACKGROUND:

The High Road Training Partnerships (HRTP) Initiative started as a \$10M demonstration project designed to model partnership strategies for the state. Ranging from transportation to healthcare to hospitality, the HRTP model embodies sector approach and industry partnerships that deliver equity, sustainability and job quality. Awards were based on applicant’s ability to demonstrate innovation and investment in human capital, and generate family supporting jobs where workers have agency and voice.

WDB will develop the EMT/Paramedic Apprenticeship program and ensure under-served communities of color are prioritized for inclusion. Partners in the program include Contra Costa Community College, the Bay Area Health Workforce Partnership (BAHWP), American Medical Response (AMR) and Contra Costa Economic Partnership (CCEP).

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Elaine Burres 925-608-4960

By: , Deputy

cc:

BACKGROUND: (CONT'D)

ADHERENCE TO WDB LOCAL PLAN:

A. Support Economic Growth & Economic Self-Sufficiency: Connect job seekers to employment opportunities with sustainable wages

- Prioritize investments in Earn & Learn opportunities

B. Equity-focused Industry-Sector Partnerships: Promote equity and connect training with communities of color

- Ensure healthcare workers are more reflective of the population as a whole
- Targeted Training for Participants

C. Support investment in preparation programs for long-term career development in high-demand industries, focusing on narrowing the gap between high and low-skilled labor.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval, participants in WIOA and/or special extraneous grant programs will not have access to classroom instruction and job trainings that lead to self-sufficiency, which would adversely impact these participants. Local businesses will have fewer qualified candidates for positions, and the local Workforce Development Board will be out of compliance with WIOA Section 134, by not meeting expenditure requirements.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Contract #27-319-6 with Diablo Valley Pediatric Medical Group, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County Contract #27-319-6, with Diablo Valley Pediatric Medical Group, Inc., a corporation, in an amount not to exceed \$6,000,000, to provide pediatric primary care services to Contra Costa Health Plan (CCHP) members and County recipients for the period September 1, 2022 through August 31, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$6,000,000 over a 3-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been a part of the CCHP Provider Network providing pediatric primary care services since February of 1997.

On July 14, 2020, the Board of Supervisors approved Contract #27-319-5 with Diablo Valley Pediatric Medical Group, Inc., in an amount not to exceed \$2,500,000 for the provision of pediatric primary care services to CCHP members and county recipients, for the period September 1, 2020 through August 31, 2022.

Approval of Contract #27-319-6 will allow the contractor to continue providing pediatric primary care services through August 31, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized primary care health services for CCHP members under the terms of their Individual and Group Health Plan membership contract with the County will not be provided.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: August 9, 2022

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

Contact: Sharron A. Mackey,
925-313-6104

By: , Deputy

cc: Noel Garcia, Marcy Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: APPROVE and AUTHORIZE an Assignment and Assumption of Contract and Consent with Zeiger Engineers, Inc. and Natron Resources, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an Assignment and Assumption of Contract and Consent with Zeiger Engineers, Inc. and Natron Resources, Inc. d/b/a Zeiger Engineers, Inc., assigning the agreement from Zeiger Engineers, Inc. to Natron Resources, Inc. d/b/a Zieger Engineers, Inc. effective August 9, 2022, with no change to the pay limit and term, to continue to provide on-call electrical engineering services for various County projects.

FISCAL IMPACT:

The contract and amendment #1 are funded by various projects as awarded. This action has no fiscal impact.

BACKGROUND:

On October 9, 2018, the Public Works Director, or designee, executed a Consulting Services Agreement (contract) with Zeiger Engineers, Inc., in the amount of \$95,000.

On October 13, 2020, the Board of Supervisors approved Amendment No. 1 to the contract with Zeiger Engineers, Inc., to increase the payment limit by \$205,000 to a new payment limit of \$300,000 and extend the term through October 9, 2023.

On September 21, 2021, Zeiger Engineers, Inc., was sold to Natron Resources, Inc.

Zeiger Engineers, Inc., is familiar with County-wide projects for design and construction of healthcare and other facilities. The Assignment and Assumption of Contract and Consent between Zeiger Engineers, Inc., Natron Resources, Inc., and the County provides for the assignment of the County agreement from Zeiger Engineers, Inc., to Natron Resources, Inc., and the County's consent thereto, which is necessary for the continuation of services.

Therefore, it is recommended that the Assignment and Assumption of Contract and Consent be executed at this time.

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

Action of Board On: **08/09/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: August 9, 2022

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

Contact: Jeffrey Acuff 925-957-2487

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without Board approval, the consultant will not be able to provide as-needed electrical engineering services to continue necessary capital projects.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Skanska USA Building Inc. (100% Measure X Funding)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Skanska USA Building Inc. (Skanska), in an amount not to exceed \$3,000,000 to provide master planning and construction management services for various Measure X-funded healthcare projects at the Contra Costa Regional Medical Center (CCRMC) located at 2500 Alhambra Avenue and 20 Allen Street in Martinez, CA, for the period August 9, 2022 through August 9, 2027.

FISCAL IMPACT:

100% Measure X funding budgeted in Hospital Enterprise Fund.

BACKGROUND:

The County intends to engage a firm to provide construction management services for various health care projects at the Contra Costa Regional Medical Center (CCRMC). The first phase will be updating the previous master plan. The second phase will start planning, establishing scope, budget and schedule for various projects and will be followed by design and construction of new facilities. The projects subject to available budget may consist of design and construction

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: August 9, 2022

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

Contact: Jeffrey Acuff, 925-957-2487

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of a Public Health Laboratory, a Parking Structure, Medical Office Building, an Interventional Radiology Suite and a Psychiatric Emergency Services addition and remodel. Construction management services will include project management for pre-construction, construction and project close-out phases.

The County Public Works Department requested a Statement of Qualifications (“SOQ”) for construction management services. The Public Works Department received six SOQs from interested firms and three firms were short-listed. A selection committee comprised of County staff conducted interviews and ranked Skanska as the top ranking firm. It is recommended that Skanska be awarded the agreement to provide construction management services for this project.

CONSEQUENCE OF NEGATIVE ACTION:

The Public Works Department does not have the staff expertise to provide construction management services for a project of this scale. If the contract is not approved, the project will be delayed and most likely incur increases in the cost of construction.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with LSA Associates, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with LSA Associates, Inc., effective August 12, 2022, to increase the payment limit by \$200,000 to a new payment limit of \$550,000 for On-Call Environmental Services, with no change to the term September 15, 2018 through September 14, 2023, Countywide.

FISCAL IMPACT:

Work performed under this On-Call is funded by (45%) Flood Control Funds, (45%) Local Road and Transportation Funds, (6%) Capital Project Funds, and (4%) Airport Enterprise Funds.

BACKGROUND:

Contra Costa County Public Works Department (Department) builds, improves, and maintains public infrastructure facilities throughout unincorporated Contra Costa County including roads, flood control facilities, capital projects, and airports. As a public agency, projects must comply with applicable federal, state, and local environmental regulations. The Department Environmental Services Division assesses projects to determine potential environmental impacts and identifies measures to avoid and minimize potential impacts with the assistance of technical specialists provided by the On-Call Environmental Services contract. It has been determined that additional funds are needed to cover the remaining contract term for upcoming projects.

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **08/09/2022** 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: August 9, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Shravan Sundaram, (925)
313-2366

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Environmental compliance clearances may not be completed and obtained in a timely manner, which may jeopardize funding and delay design and construction of Public Works infrastructure projects, and necessary maintenance actions.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with ICF Jones & Stokes, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with ICF Jones & Stokes, Inc., effective August 16, 2022, to increase the payment limit by \$200,000 to a new payment limit of \$550,000 for On-Call Environmental Services, with no change to the term September 15, 2018 through September 14, 2023, Countywide.

FISCAL IMPACT:

Work performed under this On-Call is funded by (45%) Flood Control Funds, (45%) Local Road and Transportation Funds, (6%) Capital Project Funds, and (4%) Airport Enterprise Funds.

BACKGROUND:

Contra Costa County Public Works Department (Department) builds, improves, and maintains public infrastructure facilities throughout unincorporated Contra Costa County including roads, flood control facilities, capital projects, and airports. As a public agency, projects must comply with applicable federal, state, and local environmental regulations. The Department Environmental Services Division assesses projects to determine potential environmental impacts and identifies measures to avoid and minimize potential impacts with the assistance of technical specialists provided by the On-Call Environmental Services contract. It has been determined that additional funds are needed to cover the remaining contract term for upcoming projects.

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

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Alex Nattkemper, (925) 313-2364

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Environmental compliance clearances may not be completed and obtained in a timely manner, which may jeopardize funding and delay design and construction of Public Works infrastructure projects, and necessary maintenance actions.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with HELIX Environmental Planning, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with HELIX Environmental Planning, Inc., effective August 12, 2022, to increase the payment limit by \$200,000 to a new payment limit of \$550,000 for On-Call Environmental Services, with no change to the term September 15, 2018 through September 14, 2023, Countywide.

FISCAL IMPACT:

Work performed under this On-Call is funded by (45%) Flood Control Funds, (45%) Local Road and Transportation Funds, (6%) Capital Project Funds, and (4%) Airport Enterprise Funds.

BACKGROUND:

Contra Costa County Public Works Department (Department) builds, improves, and maintains public infrastructure facilities throughout unincorporated Contra Costa County including roads, flood control facilities, capital projects, and airports. As a public agency, projects must comply with applicable federal, state, and local environmental regulations. The Department Environmental Services Division assesses projects to determine potential environmental impacts and identifies measures to avoid and minimize potential impacts with the assistance of technical specialists provided by the On-Call Environmental Services contract. It has been determined that additional funds are needed to cover the remaining contract term for upcoming projects.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Sandeep Singh, (925) 313-2022

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Environmental compliance clearances may not be completed and obtained in a timely manner, which may jeopardize funding and delay design and construction of Public Works infrastructure projects, and necessary maintenance actions.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Novation Contract #24-705-73 with We Care Services for Children

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #24-705-73 with We Care Services for Children, a non-profit corporation, in an amount not to exceed \$2,594,050, to provide mental health services for high risk, delayed or Seriously Emotionally Disturbed children (SED) in Central Contra Costa County, for the period July 1, 2022 through June 30, 2023, which includes a six-month automatic extension through December 31, 2023, in an amount not to exceed \$1,297,025.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$2,594,050 and will be funded by 50% Federal Medi-Cal (\$1,297,025) and 50% Mental Health Realignment (\$1,297,025) revenues. (Rate increase)

BACKGROUND:

The County has been contracting with We Care Services for Children, since July 1974 for their expertise in providing community based mental health services for SED children and youth. This contract meets the social needs of the County's population by providing mental health services to adolescents with emotional and behavioral problems to improve school performance, reduce unsafe behavioral practices, and reduce the need for out-of-home placements.

On December 14, 2021, the Board of Supervisors approved Contract #24-705-71 with We Care Services for Children, in an amount not to exceed \$2,208,226 for the provision of wrap-around mental health services for high risk, delayed or SED children in Central Contra Costa County for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022, in an amount not to exceed \$1,104,113.

On February 1, 2022, the Board of Supervisors approved Contract Amendment #24-705-72, effective January 1, 2022, to increase the per minute billing rates due to COVID-19, with no change in the original payment limit or term.

Approval of Novation Contract #24-705-73 will replace the automatic extension under the prior contract and allow the contractor to continue providing services through June 30, 2023.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5201

By: , Deputy

cc: L Walker, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, high risk, delayed or SED children in Central Contra Costa County will have reduced access to mental health services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready for and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Novation Contract #24-133-79 with La Cheim School, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #24-133-79 with La Cheim School, Inc., a non-profit corporation, in an amount not to exceed \$2,826,846, to provide school-based and Short-Term Residential Therapeutic Program (STRTP) services which includes mental health and Therapeutic Behavioral Services (TBS) for Seriously Emotionally Disturbed (SED) youth and their families from Contra Costa County at their facilities in West County for the period from July 1, 2022 through June 30, 2023, which includes a six-month automatic extension through December 31, 2023, in an amount not to exceed \$1,413,423.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$2,826,846 for FY 2022-23 and will be funded by 50% Federal Medi-Cal (\$1,413,423) and 50% Mental Health Realignment (\$1,413,423) revenues.

BACKGROUND:

This contract meets the social needs of the County's population by providing school-based and STRTP services including mental health and TBS services focusing on SED youth and their families. Eligible individuals are determined by the Federal Individuals with Disabilities Education Act (IDEA), wards or dependents of the Contra Costa County Juvenile Court and or are County-referred. Expected program outcomes will result in positive social and emotional development at home, in the community and greater school success. The contractor has been providing these services since 1979.

On December 14, 2021, the Board of Supervisors approved Novation Contract #24-133-77 with La Cheim School, Inc., in an amount not to exceed \$2,769,860 for the provision of school-based and STRTP services, and mental health and TBS services for SED youth and their families in West Contra Costa County, for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022 in an amount not to exceed \$1,384,930.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5201

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On February 1, 2022, the Board of Supervisors approved Contract Amendment Agreement #24-133-78, effective January 1, 2022, to increase the per minute billing rates due to COVID-19, with no change to the original payment limit or term.

Approval of Novation Contract #24-133-79 replaces the automatic extension under the prior contract and allows the contractor to continue providing mental health services for SED youth and families through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this novation contract is not approved, there will be fewer treatment options for wards of Contra Costa County Juvenile Court and fewer mental health services available for SED youth in West Contra Costa County as the county solicits and engages an alternative contractor.

CHILDREN'S IMPACT STATEMENT:

This Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) program supports the following Board of Supervisors' community outcomes: "Children Ready for and Succeeding in School"; "Children and Youth Healthy and Preparing for Productive Adulthood"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Novation Contract #74-586-9 with A Better Way, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-586-9 with A Better Way, Inc., a non-profit corporation, in an amount not to exceed \$700,000, to provide mental health, case management, crisis intervention, intensive coordinated care and in-home behavioral services for children ages birth to 21 and their families who are residents of Contra Costa County, for the period from July 1, 2022 through June 30, 2023, which includes a six-month automatic extension through December 31, 2023, in an amount not to exceed \$350,000.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$700,000 and will be funded by 50% Federal Medi-Cal (\$350,000) and 50% Employment and Human Services Department revenues (\$350,000). (Rate increase)

BACKGROUND:

This contract meets the social needs of the County's population by providing mental health services to adolescents with emotional and behavioral problems to improve school performance, reduce unsafe behavioral practices, and reduce the need for out-of-home placements. The County has been contracting with A Better Way, Inc. since July 2018.

On January 18, 2022, the Board of Supervisors approved Novation Contract #74-586-7 with A Better Way, Inc., in an amount not to exceed \$700,000 for the provision of mental health services to children and adolescents, and their families, who are residents of Contra Costa County, referred by Child Family Services and placed for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022, in an amount not to exceed \$350,000.

On February 1, 2022, the Board of Supervisors approved Contract Amendment Agreement #74-586-8, effective January 1, 2022, to increase the per minute billing rates due to COVID-19 with no change to the payment limit or term.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: , Deputy

BACKGROUND: (CONT'D)

Approval of Novation Contract #74-586-9 replaces the automatic extension under the prior contract and allows the contractor to continue to provide mental health services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contra Costa County children and their families will not have access to this contractor's outpatient intensive therapeutic mental health services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Novation Contract #74-517-12 with Child Therapy Institute of Marin

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-517-12 with Child Therapy Institute of Marin, a non-profit corporation, in an amount not to exceed \$1,200,100, to provide mental health services for Seriously Emotionally Disturbed (SED) children and their families in East and West Contra Costa County for the period from July 1, 2022 through June 30, 2023, which includes a six-month automatic extension through December 31, 2023, in an amount not to exceed \$600,050.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$1,200,000 for FY 2022-2023 and will be funded by 50% Federal Medi-Cal (\$600,050) and 50% Mental Health Realignment (\$600,050) revenues.

BACKGROUND:

This contract meets the social needs of the County’s population by providing community-based mental health services focusing on SED children, adolescents and their families which will result in positive social and emotional development at home, in the community and greater school success. This contractor has been providing these services since July 2016.

On December 14, 2021, the Board of Supervisors approved Contract #74-517-10 with Child Therapy Institute of Marin, in an amount not to exceed \$950,000 for the provision of mental health services for SED children and their families in East and West Contra Costa County, for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022 in an amount not to exceed \$475,000.

On February 1, 2022, the Board of Supervisors approved Contract Amendment Agreement #74-517-11, effective January 1, 2022, to increase the per minute billing rates due to COVID-19 with no change to the original payment limit of \$950,000 or term of July 1, 2021 through June 30, 2022, and no change in the automatic extension through December 31, 2022 in an amount not to exceed \$475,000.

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

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Approval of County Novation Contract #74-517-12 replaces the automatic extension under the prior contract and will allow the contractor to continue providing mental health services for SED children and families through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer mental health services available for SED children in East and West Contra Costa County, while the County solicits and engages an alternative contractor.

CHILDREN'S IMPACT STATEMENT:

This Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Novation Contract #74-622-5 with Paradise Adolescent Homes, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-622-5 with Paradise Adolescent Homes, Inc., a non-profit corporation, in an amount not to exceed \$242,000, to provide Short Term Residential Therapeutic Program (STRTP) services for Seriously Emotionally Disturbed (SED) youth in Contra Costa County, for the period July 1, 2022 through June 30, 2023, which includes a six-month automatic extension through December 31, 2023, in an amount not to exceed \$121,000.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$242,000 and will be funded by 50% Federal Medi-Cal (\$121,000) and 50% Mental Health Realignment (\$121,000) revenues. (Rate increase)

BACKGROUND:

This contract meets the social needs of the County's population by providing mental health services to youth with emotional and behavioral problems to improve school performance, reduce unsafe behavioral practices, and reduce the need for out-of-home placements. This contractor has been providing these services to the county since January 2021.

On December 7, 2021, the Board of Supervisors approved Novation Contract #74-622-2 with Paradise Adolescent Homes, Inc., in an amount not to exceed \$220,000, for the provision of STRTP services for SED youth for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022, in an amount not to exceed \$110,000.

On February 1, 2022, the Board of Supervisors approved Contract Amendment Agreement #74-622-3 with Paradise Adolescent Homes, Inc., effective January 1, 2022, to increase the per minute billing rates with no change to the original payment limit of \$220,000 or original term of July 1, 2021 through June 30, 2022 and no change to the automatic extension through December 31, 2022, in an amount not to exceed \$110,000.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

By: , Deputy

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

In June 2022, the County Administrator approved Administrative Amendment Agreement #74-622-4 with Paradise Adolescent Homes, Inc., effective July 1, 2021, to correct a typo in the original contract term on the L-1 which should of read July 1, 2021 instead of January 1, 2021, to reflect the intent of both parties. There is no change in the contract payment limit of \$220,000.

Approval of Novation Contract #74-622-5 replaces the automatic extension under the prior contract and allows the contractor to continue providing mental health services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED youth may experience reduced or discontinued behavioral health services.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following children's outcome(s):” and then include whichever of the following apply (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Safe, Stable and Nurturing; and (4) Communities that are Safe and Provide a High Quality of Life for Children and Families.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Contract #26-755-15 with Brown Miller Communications, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-755-15 with Brown Miller Communications, Inc., a corporation, in an amount not to exceed \$275,000, to provide consultation, technical assistance and strategic planning with regard to communications, for the period from September 1, 2022 through August 31, 2023.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$275,000 and will be funded as budgeted by the Department by 60% Federal Emergency funds (\$165,000) and 40% by Hospital Enterprise Fund I (\$110,000). (No rate increase)

BACKGROUND:

On March 10, 2020, the Board of Supervisors requested that the Governor proclaim a State of Emergency in Contra Costa County (Gov. Code Section 8625) due to COVID-19. The Health Department must use all available preventative measures to combat the spread of COVID-19 which includes testing and vaccine administration. The Department must enter into contracts for these services and competitive bidding requirements are suspended to the extent necessary to address the effects of COVID-19. This Contract provides consultation and technical assistance regarding communication strategies for COVID-19 and other health related topics. The Contractor has been contracting with the Health Services Department since September 2013.

On August 10, 2021, the Board of Supervisors approved Contract #26-755-13 with Brown Miller Communications, Inc., in amount of \$250,000, to provide consultation and technical assistance with strategic planning to implement the Affordable Care Act, for the period from September 1, 2021 through August 31, 2022.

On March 22, 2022, the Board of Supervisors approved Amendment #26-755-14 to increase the payment limit by \$325,000 to a new payment limit \$575,000 with no change in the original term of September 1, 2021 though August 31, 2022 assistance with additional communication support services with regard to COVID-19.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 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 Contract #26-755-15 will allow the contractor to continue to provide consultation, technical assistance and strategic planning with regard to communications through August 31, 2023.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Contract #74-399-19 with Contra Costa Interfaith Transitional Housing, Inc. (DBA Hope Solutions)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-399-19 with Contra Costa Interfaith Transitional Housing, Inc., (dba Hope Solutions), a non-profit corporation, in an amount not to exceed \$466,840, to provide community-based mental health services for Seriously Emotionally Disturbed (SED) children and youth ages 0-21, for the period July 1, 2022 through June 30, 2023, which includes a six-month automatic extension through December 31, 2023, in an amount not to exceed \$233,420.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$466,840 and will be funded by 50% Federal Medi-Cal (\$233,420) and 50% Mental Health Realignment (\$233,420) revenues. (Rate increase)

BACKGROUND:

The County has been contracting with Contra Costa Interfaith Transitional Housing, Inc. (DBA Hope Solutions), since September 2010 for their expertise in providing community based mental health services for SED children and youth. This contract meets the social needs of the County's population by providing mental health services to adolescents with emotional and behavioral problems to improve school performance, reduce unsafe behavioral practices, and reduce the need for out-of-home placements.

On December 14, 2021, the Board of Supervisors approved Contract #74-399-17 with Contra Costa Interfaith Transitional Housing, Inc., (DBA Hope Solutions), in an amount not to exceed \$424,000, for the provision of community based mental health services for SED children and youth ages 0-21, for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022, in an amount not to exceed \$212,200.

On February 1 2022, the Board of Supervisors approved Amendment Agreement #74-399-18, effective January 1, 2022, to increase the per minute billing rates due to COVID-19, with no change in the original payment limit and term.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5201

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Novation Contract #74-399-19 will replace the automatic extension under the prior contract and allow the contractor to continue providing services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, emotionally disturbed youth will have reduced access to the mental health services provided by this contractor, including individual, group and family therapy; case management; and crisis intervention services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: APPROVE a Purchase Order amendment with Walnut Creek Ford Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, on behalf of the Public Works Director, to issue a purchase order amendment with Walnut Creek Ford Inc., effective August 1, 2022, to increase the payment limit by \$161,000 to a new payment limit of \$400,000, and extend the term from December 31, 2022 through December 31, 2023, for Ford vehicle parts and accessories, Countywide.

FISCAL IMPACT:

This cost is to be 100% funded through Fleet Services ISF budget. (100% Internal Service Fund)

BACKGROUND:

Public Works Fleet Services is responsible for maintaining County vehicles. To do so, Fleet Services purchases parts, accessories and warranty services from local auto dealers. As the fleet is mostly Ford vehicles, we buy a substantial amount from Ford dealers. Fleet is currently maintaining purchase orders with all five Ford dealers in the County. Walnut Creek Ford primarily sells parts. They have performed very little service or repair. The parts costs and the number of parts needed have risen sharply. Fleet Services finds its purchase order has exhausted the funds

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Ted Lavelle (925) 313-7052

By: , Deputy

cc:

BACKGROUND: (CONT'D)

allotted to it and the purchase order will be expiring on December 31, 2022. Fleet is requesting an increase of \$161,000 to the purchase order limit and a one-year extension to ensure the County has access to Ford-specific parts, accessories and warranty services.

Government Code Section 23004 authorizes the County to make contracts and purchase and hold personal property necessary to the exercise of its powers.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, the purchase of Ford parts, accessories and warranty services will discontinue.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: APPROVE a Purchase Order Amendment with Southern Counties Fuels

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent or designee, to execute, on behalf of the Public Works Director, an amendment to purchase order #018296 with Southern Counties Fuels, effective August 1, 2022, to increase the payment limit by \$650,000 to a new payment limit of \$3,250,000, for fuel, with no change in the term February 1, 2020 through December 31, 2022. Countywide.

FISCAL IMPACT:

This cost is to be 100% funded through Fleet Services Internal Service Fund.

BACKGROUND:

Public Works operates the fueling station on Waterbird Way in Martinez. Fuel for the station is purchased when needed based on daily bids from fuel distributors. To ensure the availability of fuel when needed, we currently have purchase orders with four vendors. Southern Counties Fuels has been our primary fuel vendor based on their daily bids being the lowest.

The amendment will add \$650,000 to the current payment limit of \$2,600,000. This amendment is needed to ensure the County has access to the vendor's services through the term of the purchase order. The increase in purchase order limit will be used as needed, with no minimum amount that must be used.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 08/09/2022 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: August 9, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Ted Lavelle (925) 313-7077

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, the purchase of fuel from Southern Counties Fuels will discontinue.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Contract with Performance Marine Specialties, Inc., a California Corporation, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Performance Marine Specialties, Inc., in an amount not to exceed \$450,000 to provide maintenance and repair services of patrol and service boats, for the period August 1, 2022 through July 31, 2025, Countywide.

FISCAL IMPACT:

This cost is to be funded through the Sheriff Marine Patrol budget via Fleet Services. (100% General Fund)

BACKGROUND:

Fleet Services is responsible for maintaining the Sheriff's Department fleet of patrol and service boats. This requires purchasing parts, accessories and associated materials as well as conducting scheduled maintenance and repairs for these vessels. The existing contract for boat maintenance and repair services is set to expire on July 31, 2022.

Government Code Section 23004 authorizes the County to make contracts and purchase and hold personal property necessary to the exercise of its powers. The Public Works Department recently conducted

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Ricky Williams, (925) 313-7072

By: , Deputy

cc:

BACKGROUND: (CONT'D)

a formal solicitation for boat repair services. Originally bid on Bidsync #2204-562, Performance Marine Specialties, Inc., was the sole respondent to this solicitation. They hold the existing contract which is set to expire on July 31, 2022.

The Public Works Department is requesting authorization to execute a contract with Performance Marine Specialties, Inc. The contract will have a limit of \$450,000 and a term of three (3) years with the option of two (2) one-year extensions and will pay for services according to the rates set forth in the contract. Performance Marine Specialties, Inc., will be able to request rate increases equal to the rate of increase in the Consumer Price Index for the San Francisco - Oakland area as published by the Bureau of Labor Statistics, plus two percent, on each anniversary of the effective date of this contract. The contract will be used on an as-needed basis, with no minimum amount that must be spent. Fleet Services is requesting a contract with Performance Marine Specialties, Inc., to be approved for a period covering three years.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Marine Patrol Unit and Fleet Services will not have access to a contractor who can provide boat maintenance and repair services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Contract #76-746-1 with Nicolle Napier-Ionascu PsyD, A Psychological Corporation (dba Diablo Valley Neuropsychology)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-746-1 with Nicolle Napier-Ionascu PsyD, A Psychological Corporation (dba Diablo Valley Neuropsychology) a professional corporation, in an amount not to exceed \$300,000, for the provision of neuropsychology testing services at Contra Costa Regional Medical Center (CCRMC) and Health Centers for the period August 1, 2022 through July 31, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$300,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate Increase)

BACKGROUND:

CCRMC and Health Centers have an obligation to provide mental health services to patients, including, but not limited to neuropsychological testing and evaluation services. This contractor has been providing these specialized services at CCRMC and Health Centers since August 1, 2021.

In September 2021, the County Administrator approved and the Purchasing Services Manager executed Contract #76-746, with Nicolle Napier-Ionascu PsyD, A Psychological Corporation (dba Diablo Valley Neuropsychology), in the amount of \$100,000 for the provision of neuropsychological testing and evaluation services at CCRMC and Health Centers, for the period August 1, 2021 through July 31, 2022.

Approval of contract #76-746-1 will allow this contractor to continue providing neuropsychological testing and evaluation services at CCRMC and Health Centers through July 31, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCRMC and Health Centers will not have access to this contractor’s neuropsychological testing and evaluation services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: August 9, 2022

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

Contact: Samir Shah, M.D., 925-370-5525

By: , Deputy



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Amendment to Purchase Order with AGFA Healthcare Corporation (PO #25496)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee to execute, on behalf of the Health Services Department, an amendment to Purchase Order (#25496) with AGFA Healthcare Corporation, to increase the payment limit by \$130,252.46 to a new payment limit of up to \$260,505 to provide software support services, with no change to the original term of April 1, 2022 through March 31, 2023.

FISCAL IMPACT:

Approval of this amendment will result in additional expenditures of \$130,252.46 over a one-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

The Health Services Department uses the AGFA Gold Service for necessary support and maintenance of the cardiology and diagnostic imaging departments' electronic imaging systems at Contra Costa Regional Medical Center (CCRMC) and Health Centers. Currently, CCRMC and the Health Centers utilize the AGFA IMPAX system for all diagnostic and cardiology images. The system provides high quality imaging for patients and continuous image availability to the caregivers. Without this support services renewal, CCRMC Health Centers will no longer receive critical software updates or vendor support in the event of a system failure. The maintenance service being purchased are governed by AGFA's Service Maintenance Agreement Terms and Conditions between AGFA and the County signed on July 11, 2018.

Due to an administrative error, the department mistakenly requested funding for 6 months instead of the 12 month period. This amendment will allow for payment over the full 12 month term.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, image availability will be limited, or not available and patient care would be jeopardized in the event of a system failure.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

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ATTESTED: August 9, 2022

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

Contact: Patrick Wilson, 925-335-8700

By: , Deputy

cc:

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
 From: Marc Shorr, Chief Information Officer
 Date: August 9, 2022

Subject: Purchase Order with General Datatech, L.P.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Information Officer, Department of Information Technology, a purchase order with General Datatech, L.P. in an amount not to exceed \$800,000 for the purchase of equipment to upgrade the primary and back-up Palo Alto Networks Firewall units at the County's primary data center.

FISCAL IMPACT:

The cost of this purchase is funded through FY 2022/23 Venture Capital. (100% General Fund)

BACKGROUND:

The Department of Information Technology (DoIT) handles Countywide Internet traffic and is responsible for the security and safety of all County users. DoIT has selected Palo Alto Networks to provide services at the primary data center in Martinez as well as the secondary data center in Concord. Palo Alto Networks has pioneered the next generation of network security with an innovative platform that allows DoIT to secure the County network and safely enable an increasingly complex and rapidly growing number of applications. At the core of this platform is the next-generation

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: August 9, 2022

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

Contact: Marc Shorr, 608-4071

By: , Deputy

cc: Nancy Zandonella, Michelle Colefield

BACKGROUND: (CONT'D)

firewall, which delivers visibility and control over applications, users, and content within the firewall using a highly optimized hardware and software architecture.

In 2021 DoIT deployed upgraded Palo Alto Networks equipment to the secondary data center as this site was growing in traffic use. DoIT is now seeking to deploy matching equipment at the primary data center to allow for deployment of advanced features between the two data centers. Upgrading the primary data center will provide for true redundancy between the two sites, coterminous maintenance contracts and a single site to report all Internet security issues and concerns. Countywide security and network safety are key to this deployment.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the County's internet security and safety will be at greater risk for cyber threat and attacks.

CHILDREN'S IMPACT STATEMENT:

None.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Contract #76-572-3 with KAN-DI-KI, LLC (dba TridentCare)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-572-3 containing mutual indemnification with KAN-DI-KI, LLC (dba TridentCare), a limited liability company, in an amount not to exceed \$100,000 for the provision of on-site diagnostic imaging services at the Martinez Adult Detention Facility and the West County Detention Facility in Richmond, for the period from September 1, 2022 through August 31, 2025.

FISCAL IMPACT:

Approval of this contract will result in expenditures in an amount not to exceed \$100,000 over a 3-year period and is funded 100% by County General Funds for Detention Services. (Rate increase)

BACKGROUND:

This contractor provides laboratory, radiology, electrocardiogram (EKG), x-ray, and ultrasound services for detainees at the Martinez Adult Detention Facility and the West County Detention Facility in Richmond. The contractor has been providing diagnostic imaging services for the County since February 2017.

On May 26, 2020, the Board of Supervisors approved Contract #76-572-2 with KAN-DI-KI, LLC (dba TridentCare), in an amount not to exceed \$150,000 for the provision of on-site diagnostic imaging services at the Martinez Adult Detention Facility and the West County Detention Facility for the period September 1, 2019 through August 31, 2022.

Approval of Contract #76-572-3 will allow this contractor to continue to provide on-site diagnostic imaging services through August 31, 2025. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring on-site diagnostic imaging services at the Martinez Adult Detention Facility and the West County Detention Facility in Richmond will not have access to this contractor's services.

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **08/09/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

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ATTESTED: August 9, 2022

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

Contact: Lavonna Martin, 925-957-2671

By: , Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Novation Contract #74-218-25 with Desarrollo Familiar, Inc. (dba Familias Unidas)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-218-25 with Desarrollo Familiar, Inc. (dba Familias Unidas), a non-profit corporation, in an amount not to exceed \$743,116, to provide community-based mental health services for primarily children and their families in West Contra Costa County, for the period from July 1, 2022 through June 30, 2023, which includes a six-month automatic extension through December 31, 2023, in an amount not to exceed \$371,558.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$743,116 for FY 2022-2023 and will be funded by 50% Federal Medi-Cal (\$371,558) and 50% Mental Health Realignment (\$371,558) revenues.

BACKGROUND:

This contract meets the social needs of the County’s population by providing community-based mental health services, including assessments; individual, group, and family counseling; case management; and outreach to an underserved Latino population in West Contra Costa County, which will result in greater home, community, and school success. Desarrollo Familiar, Inc. (dba Familias Unidas) has provided community based mental health services to the county since October 1, 2003.

On January 18, 2022, the Board of Supervisors approved Contract #74-218-23 with Desarrollo Familiar, Inc. (dba Familias Unidas), in an amount not to exceed \$431,158 for the provision of community-based mental health services, including assessments; individual, group, and family counseling; case management; and outreach to an underserved Latino population in West Contra Costa County, for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022 in an amount not to exceed \$215,579.

On February 1, 2022, the Board of Supervisors approved Amendment Agreement #74-218-24 with Desarrollo Familiar, Inc. (dba Familias Unidas), to modify

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **08/09/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

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ATTESTED: August 9, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: , Deputy

BACKGROUND: (CONT'D)

the billing rates due to service delivery disruptions caused by COVID-19 with no change in the payment limit or term, and no change to the six-month automatic extension through December 31, 2022.

Approval of Contract #74-218-25 will replace the automatic extension under the prior contract and allow the contractor to continue providing services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, children in West Contra Costa County will have reduced access to community-based mental health services and may require higher levels of service.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: August 9, 2022

Subject: Managed Health Network

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract, containing modified indemnification language, with Managed Health Network, in an amount not to exceed \$54,480 to provide counseling services to Sheriff-Coroner employees for the period October 1, 2022 through September 30, 2023.

FISCAL IMPACT:

\$54,480, 100% Sheriff Budgeted.

BACKGROUND:

Stress counseling can potentially reduce workers compensation and disability retirement claims. For the Sheriff and others in the law enforcement field, the program offered by Managed Health Network has become an essential part of the overall employee assistance package. Many employees have received significant help in their personal and professional lives by utilizing the available services.

This agreement includes modified indemnification language to provide mutual indemnification.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: August 9, 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:

There is the potential for the increase in stress related workers compensation claims and disability claims if counseling services are not provided as part of a comprehensive employee assistance program.

CHILDREN'S IMPACT STATEMENT:

None.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Novation Contract #74-402-19 with Aspiranet

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-402-19 with Aspiranet, a non-profit corporation, in an amount not to exceed \$545,950, to provide Therapeutic Behavioral Services (TBS) for children and youth up to 21 years of age with high-risk behavior and placed in homes in Stanislaus County and Clients residing in facilities in Contra Costa County, for the period July 1, 2022 through June 30, 2023, which includes a six-month automatic extension through December 31, 2023, in an amount not to exceed \$272,975.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$545,950 and will be funded by 50% Federal Medi-Cal (\$272,975) and 50% Mental Health Realignment (\$272,975) revenues. (Rate increase)

BACKGROUND:

This contract meets the social needs of the County's population by providing mental health services to adolescents with emotional and behavioral problems to improve school performance, reduce unsafe behavioral practices, and reduce the need for out-of-home placements. The County has been contracting with Aspiranet, since July 2010 to provide TBS services to children and youth.

On December 14, 2021, the Board of Supervisors approved Novation Contract #74-402-16 with Aspiranet, in an amount not to exceed \$295,038, for the provision of TBS services for children and youth up to 21 years of age with high-risk behavior who have been placed in group homes in Stanislaus County and Contra Costa County, for the period July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022, in an amount not to exceed \$147,519.

On February 1, 2022, the Board of Supervisors approved Contract Amendment Agreement #74-402-17 with Aspiranet, effective January 1, 2022, to increase the per minute billing rates due to COVID-19, with no change to the original payment limit of \$295,038 or original term of July 1, 2021 through June 30, 2022 and no change to the automatic extension through December 31, 2022, in an amount not to exceed \$147,519.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

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ATTESTED: August 9, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

By: , Deputy

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

On May 17 2022, the County Administrator approved Administrative Amendment Agreement #74-402-18 with Aspiranet, effective July 1, 2021, to remove crisis intervention services, to reflect the intent of both parties, with no change in the contract payment limit of \$295,038 or original term of July 1, 2021 through June 30, 2022 and no change to the automatic extension through December 31, 2022, in an amount not to exceed \$147,519.

Approval of Novation Contract #74-402-19 replaces the automatic extension under the prior contract and allows the contractor to continue providing mental health services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, clients requiring TBS services will not have access to contractor's services, which may result in a reduction in the levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: August 9, 2022

Subject: Cellebrite Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a purchase order with Cellebrite Inc. in the amount of \$49,134 for the purchase of mobile forensic hardware, software, training, and support for the period July 1, 2022 through June 30, 2025.

FISCAL IMPACT:

\$49,134.15, Sheriff Budgeted.

BACKGROUND:

Established in 2007, Cellebrite Mobile Forensics produces software and hardware for mobile forensics purposes used by federal, state, and local law enforcement; intelligence agencies; military branches; corporate security and investigations; law firms; and private digital forensic examiners in more than 60 countries. The Sheriff's Office has utilized the Cellebrite services for over 10 years. As society becomes more and more digitally based, it has become necessary for the Sheriff's Office to search cell phones and other electronic devices for evidence to support prosecution of criminal cases.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: August 9, 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 Cellebrite terms and conditions accompanying the hardware and software require County to indemnify and hold Cellebrite harmless from any claim arising from any use of the software in a manner that violates any third party's rights.

A purchase order is being used for this transaction instead of a contract because Cellebrite will only permit the purchase of its software and services if its terms and conditions govern the purchase in connection with the issuance of a purchase order.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action by the Board would result in the Sheriff's Office not being able to extract data from electronic devices or provide critical evidence in an efficient manner.

CHILDREN'S IMPACT STATEMENT:

None.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Contract #27-611-11 with Norman B. Livermore, III, M.D. (dba Norman B. Livermore, III, M.D., F.A.C.S.)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-611-11 with Norman B. Livermore, III, M.D. (dba Norman B, Livermore, III, M.D., F.A.C.S), a sole proprietor, in an amount not to exceed \$300,000, to provide orthopedic surgery services for Contra Costa Health Plan (CCHP) members for the period October 1, 2022 through September 30, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$300,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:

CCHP has an obligation to provide certain specialized orthopedic surgery services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been in the CCHP Provider Network since October 1, 2006.

In July 2020, the County Administrator’s Office approved and the Purchasing Services Manager executed Contract #27-611-10 with Norman B. Livermore, III, M.D. (dba Norman B, Livermore, III, M.D., F.A.C.S), in the amount of \$200,000 for the provision of orthopedic surgery services for CCHP members for the period October 1, 2020 through September 30, 2022.

Approval of Contract #27-611-11 will allow the contractor to continue providing orthopedic surgery services for CCHP members through September 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain orthopedic surgery services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the county will not be provided.

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

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Alison McKee, County Librarian
Date: August 9, 2022

Subject: Purchase Order - General Datatech, L.P.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with General Datatech, L.P. in an amount not to exceed \$550,000, for high-speed broadband networking equipment for the period August 15, 2022 through August 14, 2023.

FISCAL IMPACT:

100% Library Fund. Costs are offset by a 22/23 grant awarded to the County by the California State Library.

BACKGROUND:

Contra Costa County Library began providing Internet services in the late 1990s. Using scarce dollars and homegrown experience, the library was able to offer Internet access to the public across all locations. Some of the equipment to be replaced in this project dates back to the original network installation. The library will work with DOIT and General Datatech LP to remove obsolete equipment and install state-of-the-art high-speed broadband networking equipment to provide secure connections between Library Administration and the 26 branches. The library and DOIT will be trained on operation and upkeep of all equipment installed.

The purchase of the high-speed broadband networking equipment for this project will increase and enhance library services and meets the library strategic goal, "The library ensures easy, equitable access to library services for all Contra Costa County residents."

CONSEQUENCE OF NEGATIVE ACTION:

If the Purchase Order is not approved, the Contra Costa County Library will not upgrade obsolete high-speed broadband networking equipment at branch libraries.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Gail McPartland, 925-608-7700

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Contract #27-812-6 with Taraneh Mostaghasi, M.D., Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-812-6, with Taraneh Mostaghasi, M.D., Inc., a professional corporation, in an amount not to exceed \$3,300,000, to provide pediatric primary care services to Contra Costa Health Plan (CCHP) members and county recipients, for the period September 1, 2022 through August 31, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$3,300,000 over a 3-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. This contractor has been a part of the CCHP Provider Network providing pediatric primary care services since September of 2010.

On July 14, 2020, the Board of Supervisors approved Contract #27-812-5 with Taraneh Mostaghasi, M.D., Inc., in an amount not to exceed \$1,500,000 for the provision of pediatric primary care services to CCHP members and county recipients, for the period September 1, 2020 through August 31, 2022.

Approval of Contract #27-812-6 will allow the contractor to continue providing pediatric primary care services through August 31, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized primary care health services for CCHP members under the terms of their Individual and Group Health Plan membership contract with the County will not be provided.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Sharron A. Mackey,
925-313-6104

By: , Deputy



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Notice of Completion for the Ygnacio Valley Library Parking Lot Project at 2661 Oak Grove Road, Walnut Creek (WON6636587)

RECOMMENDATION(S):

ADOPT Resolution No. 2022/268 accepting as complete the contracted work performed by GradeTech Inc., a California Corporation, for the Ygnacio Valley Library Parking Lot and ADA Improvement Project, as recommended by the Public Works Director, Walnut Creek Area. (No fiscal impact)

FISCAL IMPACT:

No fiscal impact is associated with accepting completion of contracted work.

BACKGROUND:

The Ygnacio Valley Library parking lot was assessed and it was determined that the parking lot required extensive repair and necessary American Disabilities Act (ADA) improvements. The City of Walnut Creek awarded Community Development Block Grant (CDBG) funding for the ADA improvements associated with the Ygnacio Valley Library parking lot repair project. The work consisted of removal of asphalt concrete surface paving, base material compaction, hot mix asphalt overlay, ADA ramp and crosswalk installation, and parking lot restriping. The Public Works Department formally solicited the project and GradeTech Inc., was the lowest responsive and responsible bidder awarded for this project.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Omar Flores 925-313-7022

By: , Deputy

cc:

BACKGROUND: (CONT'D)

A construction contract in the amount of \$111,988 for the Ygnacio Valley Library Parking Lot and ADA Improvement Project was awarded on September 7, 2021, to GradeTech Inc., of Castro Valley. Change Order No. 1 was approved to increase the contract amount to \$169,454.08 for additional costs incurred during the completion of the project.

The project has now been completed and the Public Works Director recommends that the Board adopt Resolution No. 2020/332 accepting the contract work as complete.

CONSEQUENCE OF NEGATIVE ACTION:

Acceptance of a contract as complete is standard procedure and allows for proper closeout of the contract. If the contract is not accepted as complete, the period for filing stop payment notices and bond claims may be extended and then Contra Costa County will incur expenses for additional contract administration.

ATTACHMENTS

Resolution No. 2022/268

Recorded at the request of: Scott Bowen 925-315-3667

Return To: Omar Flores 925-313-7022

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

Adopted this Resolution on 08/09/2022 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2022/268

In the Matter of Accepting and giving Notice of Completion of Contract for the Ygnacio Valley Library Parking Lot and ADA Improvement Project, Project No. WON6636587 (District IV).

Whereas, on September 7, 2021, the County (Owner) contracted with GradeTech Inc. (General Contractor), with Travelers Casualty and Surety Company of America, as surety, for the work performed on the grounds of the County; and Whereas, The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of March 10, 2022.

The Board of Supervisors RESOLVES that:

Owner (sole): Contra Costa County, Library Department, 777 Arnold Drive, Ste. 210, Martinez, CA 94553

Nature of Stated Owner: Fee and/or Easement

Project No: WON6636587

Project Name: Ygnacio Valley Library Parking Lot and ADA Improvement Project

Date of Work Completion: March 10, 2022

Description:

Contra Costa County on September 7, 2021, contracted with GradeTech Inc., for work to repair the parking lot and install necessary Americans with Disabilities Act (ADA) improvements. The work generally consisted of: removal of asphalt concrete surface paving, base material compaction, hot mix asphalt overlay, ADA ramp and crosswalk installation, and parking lot restriping,

Identification of real property: 2661 Oak Grove Road, Walnut Creek, CA 94598 Fees: None

Fees: None

Legal References: None

Comments: None

NOW THEREFORE, BE IT RESOLVED said work is accepted as complete on said date, and the Clerk shall file with the County Recorder a copy of this resolution as a Notice of Completion for said contract.

Contact: Omar Flores 925-313-7022

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

ATTESTED: August 9, 2022

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Mary Ann Mason, County Counsel
Date: August 9, 2022

Subject: Conflict of Interest Code Amendment for the Office of the Sheriff

RECOMMENDATION(S):

APPROVE amendments to the List of Designated Positions of the Office of the Sheriff's Conflict of Interest Code.

FISCAL IMPACT:

None.

BACKGROUND:

The Office of the Sheriff has amended the List of Designated Positions of its Conflict of Interest Code and submitted the revised List of Designated Positions, attached as Exhibit A, to the Board of Supervisors for approval pursuant to Government Code sections 87306 and 87305.5.

The List of Designated Positions has been revised to add and delete

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Kurtis C. Keller, Deputy County Counsel, (925) 655-2200

By: , Deputy

cc: Monica Nino, Clerk of the Board of Supervisors, Kurtis C. Keller, Deputy County Counsel, Susan Lyon, Executive Assistant to the Sheriff

BACKGROUND: (CONT'D)

positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the Office of the Sheriff. A red-lined version of the List of Designated Positions is included as Exhibit B.

CONSEQUENCE OF NEGATIVE ACTION:

None.

ATTACHMENTS

Exhibit A - Office of the Sheriff COI Code - List of Designated Positions

Exhibit B - Office of the Sheriff COI Code - List of Designated Positions - REDLINED

EXHIBIT A

DESIGNATED POSITIONS

<u>POSITION</u>	<u>FILING CATEGORY</u>
Sheriff - Coroner	1 & 2
Undersheriff	1 & 2
Assistant Sheriff of Administrative Services Bureau	1 & 2
Assistant Sheriff of Custody Services Bureau	1 & 2
Assistant Sheriff of Field Operations Bureau	1 & 2
Assistant Sheriff of Support Services Bureau	1 & 2
Commander - Management Services	1 & 2
Departmental Fiscal Officer	1 & 2
Police Manager, City of Danville	1 & 2
Police Manager, City of Lafayette	1 & 2
Police Manager, City of Orinda	1 & 2

EXHIBIT B

DESIGNATED POSITIONS

<u>POSITION</u>	<u>FILING CATEGORY</u>
Sheriff - Coroner	1 & 2
Undersheriff	1 & 2
Assistant Sheriff of Administrative Services Bureau	1 & 2
Assistant Sheriff of Custody Services Bureau	1 & 2
Assistant Sheriff of Field Operations Bureau	1 & 2
Assistant Sheriff of Support Services Bureau	1 & 2
Sheriff's Chief of Management Services	1 & 2
Commander - Management Services	1 & 2
Departmental Fiscal Officer	1 & 2
Police Manager, City of Danville	1 & 2
Police Manager, City of Lafayette	1 & 2
Police Manager, City of Orinda	1 & 2



**Contra
Costa
County**

To: Board of Supervisors
From: Beth Ward, Animal Services Director
Date: August 9, 2022

Subject: Donation from American Kennel Club Animal Recovery Corporation to Animal Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Animal Services Department Director, or designee, to accept the donation of two trailers and supplies from the American Kennel Club Animal Recovery Corporation (AKC Reunite) Canine Support and Relief Fund.

FISCAL IMPACT:

Trailer and supplies are donated by American Kennel Club Animal Recovery Corporation.

BACKGROUND:

The American Kennel Club Animal Recovery Corporation (AKC Reunite) group, collectively referred to as an AKC Pet Disaster Relief Unit (PDRU), has awarded a donation from the Canine Support and Relief Fund to Contra Costa Animal Services in the form of two disaster preparedness trailers and supplies, for the protection and support of displaced pets and service animals in the event of a natural or man-made emergency or disaster.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Contra Costa County Animal Services department would have to decline the award that would greatly enhance our ability to respond to disasters.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Delaina Gillaspay, 925-608-8413

By: , Deputy

cc:

ATTACHMENTS

AKC Disaster Relief Fund
Agreement

CANINE SUPPORT AND RELIEF FUND

AKC PET DISASTER RELIEF UNIT AGREEMENT

This Agreement (the "Agreement") is entered into as of 07/01/2022, by and between American Kennel Club Companion Animal Recovery Corporation, d/b/a AKC Reunite ("AKC Reunite"), and Contra Costa County Animal Services ("Recipient"). AKC REUNITE and Recipient are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

AKC REUNITE is pleased to approve a grant in kind (the "Grant") from the Canine Support and Relief Fund to Recipient in the form of a trailer and supplies, collectively referred to as an AKC Pet Disaster Relief Unit ("PDRU"), for the protection and support of displaced pets and service animals in the event of a natural or man-made emergency or disaster (an "Emergency"). The Parties acknowledge that Recipient has not raised any funds, but local American Kennel Club ("AKC") member or licensed club(s) (such club(s), the "Sponsoring Club(s)") have raised funds in an amount equal to a portion of the total cost of the PDRU. The Local Funds have been donated to AKC REUNITE. The Grant is made subject to the terms and conditions set forth in this Agreement.

As a condition of the Grant, the Parties agree as follows:

1. Duties and Responsibilities of Grant Recipient.

- 1.1. Use of PDRU.** Subject to Section 1.6 below, Recipient agrees to use the PDRU solely for the purposes of providing care and shelter to displaced pets and service animals, particularly in the event of an Emergency.
- 1.2. Maintenance of PDRU.** Recipient agrees to securely store the PDRU, including its contents, when not in use, and to maintain the PDRU in compliance with proper standards of care. Recipient agrees to purchase and replenish as necessary the PDRU supplies (including cages, cleaning supplies, and other materials) after deployment and use, so that the PDRU is available at all times to protect and support approximately 50 pets and service animals in the event of an Emergency. Recipient agrees to obtain and maintain commercially appropriate insurance for the storage and use of the PDRU, and to provide AKC REUNITE with a certificate of insurance evidencing such continuing coverage.
- 1.3. Prohibition Against Sale or Transfer of PDRU.** Recipient agrees that it shall neither sell the PDRU nor otherwise transfer the PDRU to another organization or government unit or instrumentality, without the prior written consent of AKC REUNITE. Recipient further agrees that, in the event Recipient is no longer able to maintain the PDRU and wishes to relinquish ownership, Recipient shall either, in AKC REUNITE's sole discretion, transfer ownership of PDRU to AKC REUNITE or dispose of PDRU in a manner agreed to by AKC REUNITE.
- 1.4. Access to PDRU Transportation.** Recipient confirms that it has access to a vehicle capable of transporting the PDRU, as needed, and shall maintain access to such vehicle,

or a comparable vehicle. The truck or other vehicle should weigh at least $\frac{3}{4}$ ton and possess electric brakes and a 10,000-pound hitch.

- 1.5. Signage on PDRU.** Recipient agrees to maintain and display the logos existing on the PDRU at the time of delivery. At no time may the logos be defaced or removed. The Parties acknowledge and agree that, at the time of delivery, the PDRU shall include the logos of AKC and AKC REUNITE. The Parties further acknowledge and agree that the logos of (i) the Sponsoring Club(s) and (ii) other sponsoring organizations, in each case that have contributed at least \$1,000 to the purchase of the PDRU, may be included on the PDRU in the sole discretion of AKC REUNITE. With the prior written consent of the Parties, which must be mutually agreed to by both parties, the logo of Recipient may be displayed alongside the other logos. The size and placement of all logos shall be determined by AKC REUNITE in its sole discretion. No other logos or promotional material in any form whatsoever may be displayed on the PDRU at any time without the prior written consent of AKC REUNITE.
 - 1.6. Display Requirement.** Recipient agrees to display the PDRU at community events, in cooperation with the Sponsoring Club(s), a minimum of two times per year. A “community event” should be expected to be widely attended by members of the community and may be related to pets and domestic animals. Acceptable community events include a local AKC dog show, an AKC Responsible Pet Ownership Day event, a county or state fair, a local holiday parade, and other similar events.
 - 1.7. Reporting Requirements.** Recipient shall be provided annually with a Grant Follow Up Form (the “Form”), and Recipient agrees to complete and return the Form in compliance with the Form’s instructions, on an annual basis. Annual completion and submission of the Form is both a condition to satisfying Recipient’s obligations under this Agreement and a precondition to consideration by AKC REUNITE of any future grant application by Recipient. Additionally, on an annual basis, Recipient must provide a brief report to AKC REUNITE indicating the number of times the PDRU was used in the preceding year; the circumstances under which it was used in the preceding year; how many animals and what types of animals were served by the PDRU during the preceding year; and any additional pertinent information. If any information is already provided in the Form, it does not need to be reported separately.
 - 1.8. Transfer of Ownership.** Recipient shall take full title, responsibility and liability for the PDRU.
- 2. Application for Future Grants.** Receipt of the Grant neither guarantees nor precludes future grants by AKC REUNITE to Recipient. However, Recipient acknowledges and agrees that it must be in compliance with its obligations in Section 1.7 above to be considered for any future grant application.
 - 3. Representations and Warranties of Both Parties.** Each Party represents and warrants to the other that:

 - 3.1.** it is duly organized and in good standing pursuant to the laws of the jurisdiction in which it was formed;
 - 3.2.** this Agreement has been duly authorized, executed and delivered by it, and the execution and delivery of this Agreement, the consummation of the transactions contemplated

hereby and the performance of the obligations hereunder shall not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which it is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation, applicable to it;

- 3.3. any and all approvals, permits, licenses or similar authorizations which may be required for it to enter into this Agreement and perform its obligations hereunder have been unconditionally obtained;
- 3.4. no suit, action, claim, investigation or other proceeding is pending or, to the best of its knowledge, is threatened against it which questions the validity of this Agreement or any action taken or to be taken pursuant to this Agreement; and
- 3.5. it has full power and authority to make the representations in this Agreement, and this Agreement is its valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights, and subject to general equitable principles.

4. **Representations and Warranties of Recipient.** Recipient hereby represents and warrants to AKC Reunite that:

- 4.1. Recipient is an organization exempt from Federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or Recipient is a government unit or instrumentality;
- 4.2. Recipient is ready, willing, able, trained and authorized to provide an emergency shelter for pets and service animals displaced due to an Emergency; and
- 4.3. no suit, action, claim, investigation or other proceeding is pending or, to the best of Recipient's knowledge, is threatened against Recipient which would or could reasonably be expected to jeopardize Recipient's status as set forth in Section 4.1 above.

5. **Survival of Representations and Warranties.** All representations and warranties contained herein or made in writing by or on behalf of either Party in connection with this Agreement shall survive the execution of this Agreement. Each Party agrees to notify the other immediately in writing if any representation or warranty set forth herein is, or to the Party's best knowledge is about to become, inaccurate in any respect at any time.

6. **Termination and Survival.**

- 6.1. **Termination.** Subject to Section 1.2 above, this Agreement shall remain in effect until the Receiver and AKC REUNITE mutually agree that the PDRU is no longer useable, as determined by both the Recipient and AKC REUNITE, or, subject to Section 1.3 above, no longer owned by Recipient.
- 6.2. **Early Termination.** In the event of a material breach of any provision of this Agreement by Recipient (which shall be deemed to include any representation or warranty no longer being true), then upon written notice from AKC REUNITE, this Agreement shall terminate thirty days after the date of notice, unless Recipient shall have cured the breach to AKC REUNITE's satisfaction prior to the expiration of the thirty-day period.

6.3. Survival. Notwithstanding the termination of this Agreement, the following Sections shall survive: this Section 6.3 and Sections 7, 8, 9, 12, and 14.

6.4. Effect of Termination. In the event of termination of this Agreement, Recipient shall either, in AKC REUNITE's sole discretion, transfer ownership of PDRU to AKC REUNITE or dispose of PDRU in a manner agreed to by AKC REUNITE.

7. **Liability and Indemnification.** Recipient shall indemnify, defend and hold harmless AKC, AKC REUNITE, and the Sponsoring Club(s), and their respective officers, directors, trustees, members, employees, or agents from all claims, assessments, losses, damages, liabilities, debts, charges (including settlements, judgments and decrees which give rise to any of the foregoing), fees, costs and expenses, including interest, penalties, court costs, attorney's fees and expenses (collectively, "**Damages**") to the extent such Damages arise in connection with this Agreement.

8. **Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within ten business days of commencement of the arbitration from the AAA's National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures assuring that the arbitration shall be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits designated by the AAA. The arbitration shall be held in New York and, as provided in paragraph 12, shall apply the substantive law of New York, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator shall not award either Party punitive damages and the Parties shall be deemed to have waived any right to such damages. Further, the arbitrator shall be bound by the express terms of this Agreement.

Any controversy or claims shall be kept confidential by the Parties and their attorneys and advisors, without publicity, and except as may be required by law, no Party, mediator or arbitrator may disclose the existence, content, or results of any mediation or arbitration under this Agreement without the mutual written consent of the Parties.

9. **Notices.** Notices shall be written and delivered personally or sent (i) by registered mail, return receipt requested; (ii) by overnight delivery with a nationally recognized overnight courier; or (iii) by facsimile, with concurrent mailing by first class mail. Notices shall be deemed received four days after being sent by method (i), one day after being sent by method (ii), and two days after being sent by method (iii). Notices shall be sent to the Parties at the following addressees and addresses, until such time as any Party notifies the other Party of a change in address or addressee pursuant to this paragraph:

If to Recipient:

Contra Costa County Animal Services
4800 Imhoff Place
Martinez CA 94553

If to AKC REUNITE:

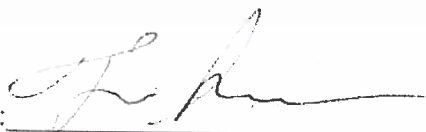
AKC Reunite
8051 Arco Corporate Drive
Raleigh, NC 27617

10. **Assignment.** Recipient may not assign this Agreement without the prior written consent of AKC REUNITE. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.
11. **Waiver.** Waiver by any Party of a breach or violation of any provision of this Agreement may be made only in writing and shall not constitute a waiver of any subsequent breach or violation of the same or any other provision hereof.
12. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.
13. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
14. **Enforcement.** AKC REUNITE reserves the right to enforce the terms of this Agreement. Recipient agrees that it will not contest the standing of AKC REUNITE to bring any such arbitration or suit.
15. **Entire Agreement; Amendment.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all other prior negotiations, agreements, understandings and undertakings between the Parties with respect to such subject matter, whether oral, written or otherwise. No amendment or modification of this Agreement shall be effective unless signed by both Parties.
16. **Additional Documents and Acts.** Each of the Parties agrees to execute and deliver such additional documents, certificates and instruments, and to perform such additional acts, as may be reasonably requested and as may be necessary or appropriate to carry out the intent and provisions of this Agreement and to consummate the Grant of the PDRU from AKC REUNITE to Recipient.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

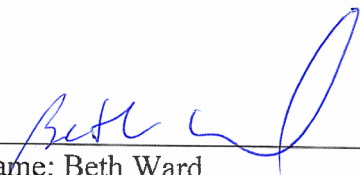
For the purpose of executing this Agreement, the parties hereto agree that .pdf signatures sent via email shall serve as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

AMERICAN KENNEL CLUB COMPANION
ANIMAL RECOVERY CORPORATION

By: 
Name: Tom Sharp
Title: President & CEO

[CONTRA COSTA COUNTY ANIMAL
SERVICES]

By: 
Name: Beth Ward
Title: Director

FORM APPROVED
Mary Ann McNett Mason, County Counsel
By Deputy 



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: August 9, 2022

Subject: Advertisement for Miller Wellness Center – Crisis Stabilization Unit, 25 Allen Street, Martinez (WH332D)

RECOMMENDATION(S):

1. APPROVE the design and bid documents, including the plans and specifications, for the Miller Wellness Center – Crisis Stabilization Unit, 25 Allen Street, Martinez.
2. AUTHORIZE the Public Works Director, or designee, to solicit bids to be received on or about September 15, 2022 and issue bid addenda, as needed, for clarification of the bid documents, provided the changes do not significantly increase the cost estimate.
3. DIRECT the Clerk of the Board to publish, at least 14 days before the bid opening date, the Notice to Contractors in accordance with Public Contract Code Section 22037, inviting bids for this project.
4. DIRECT the Public Works Director, or designee, to send notices by email or fax and by U.S. Mail to the construction trade journals specified in Public Contract Code Section 22036 at least 15 days before the bid opening.

FISCAL IMPACT:

100% California Health Facilities Financing Authority (CHHFA)

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

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Jeff Acuff, 925-957-2487

By: , Deputy

cc:

BACKGROUND:

For many years, staff and the community have identified the need for a Crisis Stabilization Unit to serve children and youth in emotional crisis. Currently children and youth are being served alongside adults at Psychiatric Emergency Service (PES) Unit at Contra Costa Regional Medical Center (CCRMC). Consequently, young patients are often in the presence of adults experiencing acute psychiatric symptoms. Several locations were considered for this unit including 1034 Oak Grove in Concord, but ultimately the Miller Wellness Center was chosen as the best fit. This project will provide facilities to separate youth from adults and create a space where children and youth can be served in a more supportive therapeutic environment. The Behavioral Health Division anticipates that the Crisis Stabilization Unit will serve 2,190 clients annually.

CONSEQUENCE OF NEGATIVE ACTION:

If the advertisement is not approved, the project will not move forward, and the available grant funding will be lost, resulting in a lost opportunity to provide better services to the youth of the County. The County would continue to provide services to the youth at PES which is an environment not ideally suited to addressing the needs of youth/children experiencing emotional crisis.



Contra
Costa
County

To: Board of Supervisors
From: Alison McKee, County Librarian
Date: August 9, 2022

Subject: Kensington Library Closure for Roof Repairs

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to close the Kensington Library from August 29, 2022 until September 12, 2022 for roof repairs.

FISCAL IMPACT:

100% Measure X sales tax allocation for Library building improvements.

BACKGROUND:

The Kensington Library roof repairs are scheduled to begin on August 29, 2022 and be completed by September 12, 2022. The Library will reopen on September 13, 2022. Patrons will be directed to the El Cerrito Library and online resources during the closure.

CONSEQUENCE OF NEGATIVE ACTION:

Roof repairs to the Kensington Library will not be able to be completed.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Walt Beveridge 925-608-7730

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: August 9, 2022

Subject: Rescind Prior Board Action Pertaining to Clarification of Board Action of July 12, 2022, Item (C.120)

RECOMMENDATION(S):

RESCIND Board Action of July 12, 2022 (C.120), which pertained to a contract with Spin Recruitment, Inc., and AUTHORIZE the Auditor-Controller to pay Spin Recruitment, Inc., an amount up to \$61,616 for the provision of advertising services for the Health Services Department's Personnel Unit for the period December 1, 2021 through March 31, 2022.

FISCAL IMPACT:

Approval of this action will authorize payment in an amount of \$61,615.39 and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

In April 2022, the County Administrator approved and the Purchasing Services Manager executed Contract #23-467-11 with Spin Recruitment, Inc., in an amount of \$100,000, to provide advertising services including, developing recruitment advertisements and insertion of advertisements in newspapers, professional journals and internet web pages, for the period from April 1, 2022 through March 31, 2023.

In June 2022, the County Administrator approved and the Purchasing Services Manager executed Amendment Agreement #23-467-12 with Spin Recruitment, Inc., effective June 1, 2022, to add \$25,000 to a new total payment limit of \$125,000 for additional advertising services including, developing recruitment advertisements and insertion of advertisements in newspapers, professional journals and internet web pages, with no change in the term April 1, 2022 through March 31, 2023.

On July 12, 2022, the Board of Supervisors approved Board Item (C.120) which authorized the Auditor-Controller to pay the Spin Recruitment, Inc. in an amount of \$61,615.39 for advertising services provided in good faith for the period from February 1, 2022 through March 31, 2022.

The Health Services Department now requests that the prior Board action of July 12, 2022 be rescinded due to the dates being incorrect. The dates of outstanding demands go back to December 1, 2021. This correction will allow the Auditor-Controller to issue payment for outstanding demands back to December 1, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Jo-Anne Linares, 925-957-5240

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Due to staffing shortages and the transition of assignments in Health Services Department's Personnel Unit, the contract was not being monitored closely. The Unit now has dedicated staff to monitor and track the usage of this contract to ensure timely amendments if necessary.

CONSEQUENCE OF NEGATIVE ACTION:

If this recommendation is not approved, the prior Board action will not be corrected and the payment for services to the contractor will not be paid in full due to the error in dates on board action Item (C.120) approved on July 12, 2022.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: August 9, 2022

Subject: FY 2021/22 4th Quarter (April - June) Report - American Rescue Plan Act Funding

RECOMMENDATION(S):

ACCEPT the fiscal year 2021/22 4th Quarter (April-June) Report on the American Rescue Plan Act revenues and expenditures for Contra Costa County through June 30, 2022.

FISCAL IMPACT:

In August 2021, the County had identified known American Rescue Plan Act (ARPA) revenues of \$317,327,304, including \$224,058,903 of Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) allocation, \$71,605,012 of Emergency Rental Assistance Program 2 (ERAP 2) allocation, \$12,000,000 of HOME Investment Partnerships allocation, \$3,355,250 of ARPA Funding for Health Centers allocation, \$2,508,139 of Substance Abuse Prevention and Treatment Block Grant (SABG) allocation, \$2,300,000 of ARPA Head Start allocation and \$1,500,000 of ARPA Public Health workforce grant funds. In addition, several grant programs were identified but allocations have not yet been made.

Through June 30, 2022, known ARPA revenues have increased by \$17,986,266 to \$335,313,570. Of that figure, County departments have received \$314,566,435 and have expended \$158,798,546.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** 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: August 9, 2022

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

Contact: Timothy Ewell, (925) 655-2043

By: , Deputy

cc:

FISCAL IMPACT: (CONT'D)

BACKGROUND:

On August 3, 2021, the Board of Supervisors hosted a public workshop on the American Rescue Plan Act (ARPA). ARPA was signed into law on March 11, 2021 by President Biden. The ARPA is a broad and far-reaching funding package totaling \$1.9 trillion, which provides direct stimulus to taxpayers, advances on child tax credit payments, direct allocations to State and Local governments as well as a myriad of funding augmentations and competitive grant programs administered by federal agencies. A summary of the ARPA, including national funding figures, is included as Attachment A for reference. The Board directed the County Administrator to provide ARPA revenue and expenditure updates on a quarterly basis.

In preparation for the August 3, 2021 public workshop, the County Administrator worked with County departments to identify \$317,327,304 in known ARPA revenue coming to the County. Of that \$317 million, \$127,606,231 had been received by the County, which was composed of two of the largest ARPA funding streams; specifically, the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) in the amount of \$112,029,451, and a second allocation of \$15,576,780 of Emergency Rental Assistance Program (ERAP) funds. The second tranche of CSLFRF was distributed to the County in May 2022 in the amount of \$112,029,451.

In addition to CSLFRF, County departments identified \$71,605,012 of Emergency Rental Assistance Program 2 (ERAP 2) allocation, \$12,000,000 of HOME Investment Partnerships allocation, \$3,355,250 of ARPA Funding for Health Centers allocation, \$2,508,139 of Substance Abuse Prevention and Treatment Block Grant (SABG) allocation, \$2,300,000 of ARPA Head Start allocation and \$1,500,000 of ARPA Public Health workforce grant funds.

At the conclusion of the August 2021 public workshop, the Board directed the full \$112 million allocation of Year 1 CSLFRF funding to the Health Services Department to defray the cost impacts of COVID-19 response activities. Subsequently, on January 25, 2022, the Board acknowledged that the fiscal year 2022/23 Recommended Budget will include \$53 million of Year 2 CSLFRF funding in the Health Services Department budget. On April 12, 2022, the Board approved the fiscal year 2022/23 Recommended Budget as presented, including the additional \$53 million of Year 2 CSLFRF funding.

Today's agenda item includes the fiscal year 2021/22 4th Quarter Report on ARPA, reflecting information through June 30, 2022, which is included as Attachment B. The next quarterly ARPA report will be provided on the November 8, 2022 discussion calendar.

CONSEQUENCE OF NEGATIVE ACTION:

The fiscal year 2021/22 4th Quarter Report for ARPA will not be formally accepted by the Board of Supervisors.

CHILDREN'S IMPACT STATEMENT:

N/A

ATTACHMENTS

Attachment A - American Rescue Plan Act (ARPA) Summary

Attachment B - FY 2021/22 Q4 ARPA Quarterly Report

AMERICAN RESCUE PLAN - FUNDING SUMMARY			ATTACHMENT A
Program Area	Program Title	Federal Budget Augmentation	Summary Description
Fiscal Recovery Funds	State & Local Fiscal Recovery Funds	\$130.2B	Contra Costa will receive \$224M
Fiscal Recovery Funds		\$2B	This only applies if a jurisdiction gets Payment in Lieu of taxes (PILT): Provides an additional \$1.5 billion, split evenly over FY 2022 and 2023, for eligible revenue share counties (i.e., public land counties)
Assistance to Individuals and Families	Supplemental Nutrition Assistance Program (SNAP) Administration	\$1.1B	Pass through from the state for local SNAP administration and supplemental costs of running the program
Assistance to Individuals and Families	SNAP 15% Benefit Extension	\$3.5B	Extends the benefit increase through 9/30/2021
Assistance to Individuals and Families	Women, Infant, Child (WIC) Program	\$0.9B	Emergency funds which will enhance benefits for four months plus \$390 million of which will support outreach innovation and program modernization funding.
Assistance to Individuals and Families	Pandemic Electronic Benefits Transfer (EBT)	\$5.6B	Provides +15% monthly SNAP benefits to low-income children (including under 6 years old) who have lost access to free/reduced price meals at school or child care due to the pandemic; May not apply in CA
Assistance to Individuals and Families	Commodity Supplemental Food Program	\$37M	Funds supplementing low-income, 60+ individuals with healthy food commodities
Assistance to Individuals and Families	Family Violence Prevention and Services	\$0.5B	Formula grants may be available to counties for Domestic Violence hotlines and survivor support programs
Assistance to Individuals and Families	Community-based Child Abuse Prevention	\$0.3B	Through 9/30/2023; Going to state lead entities but may be available to counties through competitive sub-awards
Assistance to Individuals and Families	Pandemic Emergency Assistance	\$1.0B	Targeted cash assistance supplement
Assistance to Individuals and Families	Older Americans Act (OAA) Programs	\$1.4B	Additional funds for nutrition, community support and ombudsperson services provided directly to local Area Agencies on Aging (Triple A)

AMERICAN RESCUE PLAN - FUNDING SUMMARY			ATTACHMENT A
Program Area	Program Title	Federal Budget Augmentation	Summary Description
Assistance to Individuals and Families	Elder Justice Act Programs	\$276M	Funding through Federal FY 2022 to prevent elder fraud and abuse
Assistance to Individuals and Families	Early Childhood Home Visiting	\$150M	States receive these funds and may subaward to county entities providing services
Assistance to Individuals and Families	Family Planning	\$50M	Federal grant program providing low-income and adolescent patients with essential family planning and preventative health services. County health departments are eligible applicants of these grants.
Assistance to Individuals and Families	Tenant-Based Rental Assistance	\$5B	Provides housing choice vouchers, with funds available through September 30, 2030.
Assistance to Individuals and Families	Homelessness Assistance	\$5B	Provides rental assistance, provides supportive services and development of affordable housing through acquisition or creation of non-congregate shelter units. Funding will be allocated using the HOME Investment Partnerships Program.
Assistance to Individuals and Families	Emergency Rental Assistance	\$21.6B	Provides an additional round of funding for the Emergency Rental Assistance Program. Funding is distributed to counties with 200,000 residents or more, to help keep residents stably housed during the COVID-19 pandemic.
Education and Childcare	Child Care and Development Block Grants (CCDBG)	\$15B	Administered by state in CA, but may be available as a subaward to counties
Education and Childcare	Child Care Entitlements to States	\$633M	Permanent increase in funding to states and State match waiver through end of FFY 2022. These changes should make more money available to counties
Education and Childcare	Low Income Household Drinking Water and Wastewater Assistance Program (LIHWAP)	\$4.5B	County administered program has a flexible structure and can support household heating and cooling expenses, weatherization assistance, crisis assistance, and services such as counseling.
Education and Childcare	Low Income Home Energy Assistance Program (LIHEAP)	\$0.5B	Federal government is directing states to model LIHWAP after LIHEAP, it is possible that county governments functioning as a local LIHEAP agency will be responsible for administering this new program as well and may receive funds.
Education and Childcare	Head Start	\$1.0B	Emergency funding to be distributed across existing Head Start agencies according to their share of total enrolled children.
Health	Certified Community Behavioral Health Clinic Expansion Grant Program	\$420M	Grants aimed to increase access to, and improve the quality of community mental and substance use disorder treatment through the expansion of CCBHCs

AMERICAN RESCUE PLAN - FUNDING SUMMARY			ATTACHMENT A
Program Area	Program Title	Federal Budget Augmentation	Summary Description
Health	Youth Suicide Prevention Programs	\$20M	Counties that are public organizations designated by a state to develop or direct the youth suicide early intervention and prevention strategy are eligible to receive funds.
Health	Community Mental Health Services Block Grant	\$1.5B	Counties may use block grant dollars to provide a range of services for adults and children with serious mental illnesses.
Health	Substance Abuse Prevention and Treatment Block Grant	\$1.5B	Funding for county behavioral health authorities to serve vulnerable, low-income populations, such as those with HIV/AIDS, pregnant and parenting women, youth and others by ensuring access to substance abuse services.
Health	Community-based Funding for Local Substance Use Disorder Services	\$30M	Provides grants to local governments for community-based overdose prevention programs, syringe services programs and other harm reduction services in light of increased pandemic related drug-misuse
Health	Community-based Funding for Local Behavioral Health Needs	\$50M	Provides grants to local governments to address increased community behavioral health needs worsened by the COVID-19 pandemic.
Health	Project Aware	\$30M	Provides grants, contracts and cooperative agreements to entities to advance wellness and resiliency in education.
Health	Community Health Centers	\$7.6B	Provides grants to Federally Qualified Health Centers (FQHCs) to respond to the COVID-19 pandemic
Health	Public Health Workforce	\$7.66B	Provides funding to establish, expand and sustain a public health workforce including grants to local public health departments
Health	National Health Services Corps	\$800M	Provides funding for the scholarship as well as federal and state loan repayment programs for the healthcare workforce
Health	Nurse Corp	\$200M	Provides funding for the federal loan repayment programs for nurses
Health	Mental and Behavioral Health Professionals Training	\$80M	Provides funding for grants or contracts to local governments and other entities, to run training programs in strategies for reducing and addressing suicide, burnout, mental health conditions and substance use disorders among health care professionals.
Health	Grants for Health Care Providers to Promote Mental and Behavioral Health	\$80M	Provides funding to award grants or contracts to entities providing health care, including federal qualified health centers, to establish or expand programs to promote mental health among their providers and others
Health	Pediatric Mental Health Care Access	\$40M	Provides funding to award grants to counties to promote behavioral health integration in pediatric primary care through the development and support pediatric mental health care telehealth access programs
Health	Grants for Testing	\$47.8B	Provides funding for COVID-19 testing, contact tracing and mitigation activities. Note that this funding will be distributed to local jurisdictions through existing cooperative agreements

AMERICAN RESCUE PLAN - FUNDING SUMMARY			ATTACHMENT A
Program Area	Program Title	Federal Budget Augmentation	Summary Description
Health	Grants for Vaccines	\$7.5B	Provides funding for COVID-19 vaccine activities. Note that this funding will be distributed to local jurisdictions through existing cooperative agreements
Other	FEMA Disaster Relief Funds	\$50B	Provides additional funds to meet the immediate needs of local governments
Other	Emergency Food and Shelter Program	\$400M	Local governmental entities that provided food, shelter and supportive services to people with economic emergencies services in their communities are eligible to apply for this supplemental funding
Other	Emergency Food and Shelter Program - Humanitarian Relief	\$110M	Local governmental entities that provided food, shelter and supportive services to people with economic emergencies services in their communities are eligible to apply for this supplemental funding through the National Board for the Emergency Food and Shelter Program
Other	Assistance to Firefighter Grants (AFG)	\$100M	Fire agencies can apply for supplemental funds to purchase PPE for first responders
Other	Staffing for Adequate Fire and Emergency Response (SAFER) Grants	\$200M	Funding for local fire and emergency response teams to help them increase or maintain the number of trained, "front line" firefighters available in their communities
Other	Emergency Management Performance Grants	\$100M	Grant funding for local emergency management agencies for implementation of the National Preparedness System and works toward the National Preparedness Goal of a secure and resilient nation.
Other	Economic Development Assistance (EDA) Programs	\$3.0B	Local government is eligible to apply for the EDA program and can use the funding for economic recovery projects. 25% of the funds are reserved for communities that have suffered economic injury due to job losses in the travel, tourism or outdoor recreation sectors.
Other	Categorical Grants - Air Pollution	\$50M	Local government can apply for grants and activities related to air quality monitoring and the prevention and control of air pollution
Other	Emergency Connectivity Fund for Libraries (and schools)	\$7.2B	This competitive grant funding provides a 100% reimbursement to schools and libraries for internet access and connected devices for students and teachers for remote learning and library services.

AMERICAN RESCUE PLAN
DEPARTMENT IMPACT WORKSHEET

DEPARTMENT: *Countywide*
REPORTING PERIOD: *FY 2021/22 - Q4 (period ending June 30, 2022)*

ATTACHMENT B

PROGRAM INFORMATION						FINANCIAL INFORMATION		
CCC Department	CFDA	Federal Grantor Agency	State Passthrough Agency Name (if any)	Program Title	Program Description	Est. Federal Grant Allocation to County	Federal Grant Allocation Received	Federal Grant Allocation Expended
CAO	21.027	U.S. Treasury	N/A	Coronavirus State and Local Fiscal Relief Fund (CSLFRF)	<p>\$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Eligible expenses include</p> <ul style="list-style-type: none"> • Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff; • Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector; • Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic; • Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and, • Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet. 	\$ 224,058,903	\$ 224,058,903	\$ 79,214,397
CAO	21.023	U.S. Treasury	N/A	Emergency Rental Assistance Program (ERAP) 2 - Federal Direct Allocation	<p>ERA2 payments are made directly to states, U.S. territories and local governments with more than 200,000 residents. ERA2 sets aside \$2.5 billion for eligible grantees with a high need for ERA2 assistance, based on the number of very low-income renter households paying more than 50 percent of income on rent or living in substandard or overcrowded conditions, rental market costs, and change in employment since February 2020. At least 90 percent of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed. ERA2 funds generally expire on September 30, 2025</p>	\$ 38,941,950	\$ 38,941,950	\$ 38,941,950

CCC Department	CFDA	Federal Grantor Agency	State Passthrough Agency Name (if any)	Program Title	Program Description	Est. Federal Grant Allocation to County	Federal Grant Allocation Received	Federal Grant Allocation Expended
CAO	21.023	U.S. Treasury	California Housing and Community Development Department	Emergency Rental Assistance Program (ERAP) 2 - State Subrecipient Allocation	ERA2 payments are made directly to states, U.S. territories and local governments with more than 200,000 residents. ERA2 sets aside \$2.5 billion for eligible grantees with a high need for ERA2 assistance, based on the number of very low-income renter households paying more than 50 percent of income on rent or living in substandard or overcrowded conditions, rental market costs, and change in employment since February 2020. At least 90 percent of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed. ERA2 funds generally expire on September 30, 2026	\$ 32,663,062	\$ 32,663,062	\$ 32,663,062
EHSD	93.600	Administration for Children & Families-Office of Head Start	N/A	Head Start	American Rescue Plan (ARP): Fiscal Year 2021 funding increase for Head Start grantees to support program work toward full re-opening of in-person comprehensive services as local health guidance allows. Federal allocation is \$1 billion.	\$ 2,302,066	\$ 2,302,066	\$ 280,212
EHSD	93.568	Administration for Children & Families-Office of Community Services	California Department of Community Services & Development	Low Income Home Energy Assistance Program (LIHEAP)	Provides \$4.5 billion in emergency LIHEAP funds to remain available until September 30, 2022.	\$ 4,692,311	\$ 4,692,311	\$ 2,968,969
EHSD	95.053	Health and Human Services - Administration for Community Living (ACL)	California Department of Aging	Emergency Older Americans Act (OAA) Program Funding	Provides \$1.43 billion in emergency OAA funding, including \$750 million for senior nutrition programs, \$460 million for home-and-community-based support services, \$45 million for disease prevention, \$10 million for the long-term care ombudsman program and \$145 million in assistance for grandparents caring for grandchildren.	\$ 3,810,565	\$ 3,810,565	\$ -
EHSD	93.747	Health and Human Services - Administration for Community Living (ACL)	California Department of Social Services	Elder Justice Act Programs	Provides at least \$188 million for the Elder Justice Act in both FY 2021 and FY 2022, and \$88 million for grants to public transit systems to improve transportation access for older adults and people with disabilities.	\$ 15,381	\$ 15,381	\$ -
EHSD	93.591	Health and Human Services - Administration for Children & Families-Family and Youth Services Bureau	CalOES	Family Violence Prevention and Services Act (FVPSA) Program Supplemental Grants	\$450 million Federal funds allocated. Will provide 296 supplement grant awards to states, territories, tribes and local domestic violence organizations to respond to domestic violence. While counties are ineligible to receive direct allocations through the FVPSA program, they may receive funding through their state.	TBD	\$ -	\$ -

CCC Department	CFDA	Federal Grantor Agency	State Passthrough Agency Name (if any)	Program Title	Program Description	Est. Federal Grant Allocation to County	Federal Grant Allocation Received	Federal Grant Allocation Expended
EHSD	93.590	Health and Human Services - Administration for Children & Families-Children's Bureau	California Department of Social Services	Community Based Child Abuse Prevention (CBCAP) and Child Abuse Prevention Treatment Act (CAPTA) Supplemental Funding	\$25 Million Federal Funds allocated. Counties and tribes with Title IV-E agreement with state opt-in to the ARPA-CBCAP supplemental funding, a one-time allocation that can be spent through September 30, 2025 without a requirement for non-federal matching fund for child abuse prevention direct services and planing activites.	\$ 522,976	\$ 522,976	\$ -
EHSD	93.575	Administration for Children & Families -Office of Childcare	California Department of Social Services	Child Care Development Block Grant (CCDBG)	ARPA provides a total of nearly \$39 billion in emergency funds for the Child Care Community Block Grant (CCDBG), of which nearly \$15 billion is for child care subsidies through FY 2024. The remaining \$24 billion will be available to states to make stabilization subgrants directly to child care providers to assist in maintaining operations (see Child Care Slots / Child Care Stabilization Funds section directly below).	TBD	\$ -	\$ -
EHSD	93.596	Administration for Children & Families -Office of Childcare	California Department of Social Services	Child Care Slots / Child Care Stabilization Funds	Increases child care access by 206,500 slots in Alternative Payment, General Child Care, Migrant Child Care, bridge program for foster children, and prioritizes ongoing vouchers for essential workers currently receiving short-term child care. Potential increase in the standard reimbursement rate and regional market rate ceilings. Two one time stipends will be issued out to providers: the first will be \$600 per child using March 2021 enrollment and the second will be based on facility type and licensing capacity. Stipends are to be used to support with COVID-19 pandemic relief, and, in the case of decreased enrollment or closures, to support child care providers and state preschool programs in remaining open or reopening. Budget to also include a hold harmless clause for all State Programs. Federal allocation is \$24 billion.	TBD	\$ -	\$ -
EHSD	93.568	Administration for Children & Families-Office of Community Services	California Department of Community Services & Development	Low-Income Household Drinking Water and Wastewater Emergency Assistance Program (LIHWAP)	Created under the FY 2021 Omnibus to assist with payments for drinking water and wastewater expenses. Federal allocation is \$500 million.	\$ 1,989,789	\$ 1,989,789	\$ -
EHSD	93.558	Administration for Children & Families-Office of Family Assistance	California Department of Social Services	Temporary Assistance for Needy Families (TANF) Pandemic Emergency Assistance Fund	Provides \$1 billion in short-term targeted aid (cash assistance or otherwise) to families in crisis. States will receive funds based on their population's share of children and portion of prior TANF expenditures dedicated to cash assistance.	\$ 3,721,600	\$ 3,721,600	\$ 3,721,600

CCC Department	CFDA	Federal Grantor Agency	State Passthrough Agency Name (if any)	Program Title	Program Description	Est. Federal Grant Allocation to County	Federal Grant Allocation Received	Federal Grant Allocation Expended
HSD	93.224	Health Resources and Services Administration (HRSA), U.S. Department of Health and Human Services (HHS)	N/A	American Rescue Plan Act Funding for Health Centers	Appropriates funds to the Department of Health and Human Services (HHS) to be distributed to community health centers for: <ul style="list-style-type: none"> Vaccine planning, preparation, distribution, and tracking COVID-19 testing, monitoring, and contract tracing, including mobile testing and vaccinations Health care workforce expansion Health care services and infrastructure modification Community outreach related to COVID-19 	\$ 3,355,250	\$ 632,244	\$ 746,711
HSD	93.958	Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Health and Human Services (HHS)	CA Department of Health Care Services (DHCS)	Community Mental Health Services Block Grant (MHBG)	Appropriates funds to HHS for Substance Abuse and Mental Health Services Administration (SAMHSA) block grants to states for community mental health services. Period covered is September 1, 2021 through June 30, 2025.	\$ 2,597,143	\$ -	\$ 24,458
HSD	93.959	Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Health and Human Services (HHS)	CA Department of Health Care Services (DHCS)	Substance Abuse Prevention and Treatment Block Grant (SABG)	Appropriates funds to HHS for Substance Abuse and Mental Health Services Administration (SAMHSA) block grants to states for SUD programs. States will have some discretion in how funds are expended consistent with federal block grant requirements, and may choose to utilize some dollars consistent with existing block grant programs/services while allocating other dollars to new or one-time activities and priorities. All expenditures are subject to approval by SAMHSA.	\$ 2,508,139	\$ -	\$ -
HSD	93.354	Centers for Disease Control and Prevention (CDC), U.S. Department of Health and Human Services (HHS)	CA Department of Public Health (CDPH)	Public Health Workforce	Appropriates funds to CDC to support 21st century outbreak response needs by: <ol style="list-style-type: none"> Expanding and enhancing frontline public health staff Conducting DIS workforce training and skills building Building organizational capacity for outbreak response Evaluating and improving recruitment, training, and outbreak response efforts Funds will be made available during the two-year budget period and period of performance (July 1, 2021 to June 30, 2023).	\$ 1,910,858	\$ 477,715	\$ 99,162
HSD	93.498	Health Resources and Services Administration (HRSA), U.S. Department of Health and Human Services (HHS)	N/A	Provider Relief Fund - American Rescue Plan (ARP) Rural Distribution	Appropriates funds to the Department of Health and Human Services (HHS) to be distributed to providers and suppliers who have served rural Medicaid, Children's Health Insurance Program (CHIP), and Medicare beneficiaries from January 1, 2019 through September 30, 2020. ARP Rural is intended to help address the disproportionate impact that COVID-19 has had on rural communities and rural health care providers.	\$ 133,362	\$ 133,362	\$ 133,362
DCD	14.239	U.S Department of Housing and Urban Development	N/A	HOME-ARP: HOME Investment Partnerships American Rescue Plan Program	Assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability. HOME-ARP funds can be used for four eligible activities: production or preservation of affordable housing; tenant-based rental assistance; supportive services, homeless prevention services, and housing counseling; purchase and development of non-congregate shelter.	\$ 12,090,215	\$ 604,511	\$ 4,663
						\$ 335,313,570	\$ 314,566,435	\$ 158,798,546