

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. Simultaneous translation in Spanish and in American Sign Language will occur during this meeting. 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](http://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](mailto: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. The Board Chair may adjust the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day. 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](http://www.contracosta.ca.gov).

**AGENDA**  
**October 25, 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.

**Inspirational Thought-** *"Fight for the things that you care about, but do it in a way that will lead others to join you."* ~Justice Ruth Bader Ginsburg

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.50 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

**PRESENTATIONS (5 Minutes Each)**

**PR.1** PRESENTATION recognizing October 23-31, 2022 as Red Ribbon Week. (Supervisor Mitchoff)

**PR.2** PRESENTATION recognizing October 2022 as National Disability Employment Awareness Month. (Supervisor Gioia)

**DISCUSSION ITEMS**

**D.1** CONSIDER accepting a report and recommendations related to establishing a new County department titled the "Office of Racial Equity and Social Justice" developed through a community planning process, including the structure, staffing, roles and responsibilities and a plan for accountability of the department reflecting priorities developed during the community planning process and provide direction to staff regarding next steps. (Supervisors Gioia and Glover)

**D.2** CONSIDER approving the closure of the Orin Allen Youth Rehabilitation Facility, (the "Ranch") located at 4491 Bixler Rd. in the unincorporated area of Byron, California, and DIRECT the County Probation Officer to take the necessary steps to close the facility. (Esa Ehmen-Krause, Chief Probation Officer)

**D. 3** CONSIDER Consent Items previously removed.

**D. 4** PUBLIC COMMENT (2 Minutes/Speaker)

**D. 5** CONSIDER reports of Board members.

ADJOURN in memory of  
*Honorable Bessie Poulos Dreibelbis*

## **CONSENT ITEMS**

### **Road and Transportation**

- C. 1** ADOPT Traffic Resolution No. 2022/4526 to prohibit stopping, standing, or parking at all times except for those vehicles of individuals with disabilities (blue curb) on a portion of Willow Pass Road (Road No. 5181), as recommended by the Public Works Director, Bay Point area. (No fiscal impact)
- C. 2** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a blanket purchase order with International Coatings Company, Inc., in an amount not to exceed \$750,000 for thermoplastic traffic striping material and rapid dry waterborne paint used for road maintenance work, for the period November 1, 2022 through October 31, 2025, Countywide. (100% Local Road Funds)
- C. 3** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a blanket purchase order with Ennis Flint, Inc., in an amount not to exceed \$750,000 for thermoplastic traffic striping material and rapid dry waterborne paint used for road maintenance work, for the period November 1, 2022 through October 31, 2025, Countywide. (100% Local Road Funds)
- C. 4** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Statewide Contracting of America, LLC, to extend the term through June 8, 2023, to provide sweeping services to support road maintenance repairs, with no change to the payment limit, Countywide. (No fiscal impact)

### **Engineering Services**

- C. 5** ADOPT Resolution No. 2022/360 approving the Stormwater Management Facilities Operation and Maintenance Agreement for land use permit LP19-02014, for a project being developed by Contra Costa County Fire Protection District, as recommended by the Public Works Director, Bay Point area. (No fiscal impact)

## **Special Districts & County Airports**

- C. 6 APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Diamond West, LLC., for a north-facing hangar at Buchanan Field Airport effective October 13, 2022, in the monthly amount of \$380, Pacheco area (100% Airport Enterprise Fund).
- C. 7 APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an amendment to the consulting services agreement dated July 1, 2021, with KSA Engineers, Inc. to add additional personnel to their subconsultant's rate sheet. (No fiscal impact)

## **Claims, Collections & Litigation**

- C. 8 DENY claims filed by Chase S. Bolton, Karima Escapita and Davis Khuu. DENY amended claim filed by AAA Insurance for Helio Alves.

## **Statutory Actions**

- C. 9 ACCEPT Board members meeting reports for September 2022.

## **Honors & Proclamations**

- C. 10 ADOPT Resolution No. 2022/660 recognizing Phillips 66 for their outstanding contributions and commitment to our veterans, as recommended by Supervisor Glover.
- C. 11 ADOPT Resolution No. 2022/363 recognizing Employment and Human Services Department - Children and Family Services Bureau on the Master of Social Work Title IV-E Internship Program, as recommended by the Employment and Human Services Director.
- C. 12 ADOPT Resolution No. 2022/378 proclaiming October 23-31, 2022 Red Ribbon Week in Contra Costa County, as recommended by Supervisor Mitchoff.
- C. 13 ADOPT Resolution No. 2022/380 recognizing and commemorating the 77th anniversary of National Disability Awareness month, as recommended by Supervisor Gioia.

## **Appointments & Resignations**

- C. 14** APPOINT Shawni Goudarzi to the B2 American Heart Association Seat, Ezequiel Blanco to the B8 Emergency Nurses Association Seat, Kristin Santos to the B11 Trauma Center Seat, Gary Giusti to the C3 EMS Training Institution Seat, Nicholas Fajardo to the C4 Private Provider Field Paramedic Seat, and REAPPOINT Ellen Leng to the B1 Alameda-Contra Costa Medical Association Seat, James Lambert to the B9 Hospital Council – East Bay Seat, Jason Vorhauer to the B12 Contra Costa Office of the Sheriff Seat, Joseph Drago to the C2 Air Medical Transportation Provider Seat, Marshall Bennett to the Ex Officio Representative Seat, and Senai Kidane to the Ex Officio Representative Seat on the Emergency Medical Care Committee for terms ending September 30, 2024, as recommended by the Health Services Director.
- C. 15** APPOINT Jorge Rico Vera to the Unincorporated Seat 2 on the North Richmond Municipal Advisory Council for a term ending December 31, 2022, as recommended by Supervisor Gioia.
- C. 16** ACCEPT the resignation of Kelli Collins, DECLARE vacant the Labor/Trade seat on the Advisory Council on Equal Employment Opportunity, and DIRECT the Clerk of the Board to post the vacancy.
- C. 17** ADOPT Resolution No. 2022/333 to reappoint Supervisor John Gioia as the Board of Supervisors representative and to reappoint Supervisor Diane Burgis as the Board's alternate representative on the California State Association of Counties' Board of Directors to new terms beginning November 30, 2022 and ending on November 29, 2023, as recommended by Supervisor Mitchoff.

### **Appropriation Adjustments**

- C. 18** Employment and Human Services Department (0583): APPROVE Appropriation and Revenue Adjustment No. 005011, authorizing new revenue from the California Department of Labor, in the amount of \$234,588, to the Employment and Human Services Department (0583) on behalf of the Workforce Development Board of Contra Costa County, for the COVID-19 Employment Recovery National Dislocated Worker Grant program. (100% Federal)
- C. 19** Arts and Culture Commission of Contra Costa County (1151): APPROVE Appropriation and Revenue Adjustment No. 005013, authorizing new revenue from the Yerba Buena Center for the Arts in the amount of \$1,500 to the Contra Costa County Arts and Culture Commission (1151) for the community outreach services for the Artist Power Convenings grant program. (100% Other)

- C. 20** Contingency Reserve (0990): APPROVE Appropriation Adjustment No. 5012 transferring \$4,005,000 to Public Works-Airport (0843), Department of Information Technology (0147), Human Resources (0035), Treasurer-Tax Collector (0015) for fiscal year 2022-23 Venture Capital Projects. (100% General Fund)
- C. 21** Community Services Bureau (0588): APPROVE Appropriation and Revenue Adjustment No. 005016 authorizing new revenue from the California Department of Community Services and Development in the amount of \$376,446 to the Employment and Human Services Department, Community Services Bureau (0588), for the Low Income Household Water Assistance Program. (100% Federal)

### **Personnel Actions**

- C. 22** ADOPT Position Adjustment Resolution No. 26057 to add three hundred and forty-three (343) Social Service Program Assistant (represented) positions, delete three hundred and ten (310) Eligibility Worker I/II/III (represented) positions, and delete thirty-three (33) Medi-Cal Program Assistant (represented) positions in the Employment and Human Services Department. (62% Federal, 31% State, 7% County)
- C. 23** ADOPT Position Adjustment Resolution No. 26056 to add one part-time (24/40) Therapist Aide position (represented) and cancel one part-time (32/40) Therapist Aide position and one part-time (8/40) Occupational Therapist II position (represented) in the Health Services Department. (Cost savings, County General Fund)

### **Grants & Contracts**

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

- C. 24** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an agreement amendment with the State of California Department of Social Services to extend the Childcare Alternative Payment Program period of performance by one year through June 30, 2023 with no change to the payment limit. (60% Federal, 40% State)
- C. 25** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement with the State of California Department of Social Services, with a payment limit of \$9,850,269 for the alternative payment childcare program, for the period July 1, 2022 through June 30, 2023. (63.6% Federal, 36.4% State)

- C. 26** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to reimburse the County in an amount not to exceed \$81,276 for regulatory compliance and enforcement activities related to the Sudden Oak Death Program for the period July 1, 2022 through June 30, 2023. (100% State funds)
- C. 27** APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County a grant award from the California Department of Public Health, to pay the County an amount up to \$411,234 for the provision of MonkeyPox response services for the period July 1, 2022 through June 30, 2023. (100% Monkeypox Response Funding, no County match)
- C. 28** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with the State of California Department of State Hospitals to increase the amount payable to the County by \$3,338,000 for a total amount of \$6,452,100 and to extend the term to June 30, 2024 to administer a pre-trial felony mental health jail diversion program for individuals charged with felony offenses in Contra Costa County. (100% State, no County match)

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

- C. 29** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Mental Health Services Authority (CalMHSA) in an amount not to exceed \$4,570,830, for the County to participate in CalMHSA's contract with Streamline Healthcare Solutions, LLC a semi-statewide hosted Alcohol and Other Drugs enterprise health records software system for the period October 25, 2022, through March 20, 2029. (100% Hospital Enterprise Fund I)
- C. 30** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Meals on Wheels Diablo Region, in an amount not to exceed \$1,122,925 to provide home-delivered meals for the Senior Nutrition Program, for the period from October 1, 2022 through June 30, 2023, which includes a three-month automatic extension through September 30, 2022 in an amount not to exceed \$280,732. (100% Title III C-2 of the Older Americans Act of 1965)
- C. 31** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order amendment with Cal-Steam, effective October 25, 2022, to increase the payment limit by \$175,000 to a new payment limit of \$330,000, for plumbing parts and supplies, with no change to the term, Countywide. (100% General Fund)

- C. 32** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract in the amount of \$1,365,000 with CWS Construction Group, Inc., for the Miller Wellness Center – Crisis Stabilization Unit, 25 Allen Street Project, Martinez area. (100% California Health Facilities Financing Authority)
- C. 33** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with People Who Care Children Association, effective November 1, 2022, to increase the payment limit by \$115,701 to a new payment limit of \$359,491 to provide additional Mental Health Services Act Prevention and Early Intervention services with no change in the term through June 30, 2023, and to increase the six-month automatic extension payment limit by \$57,851 for a new payment limit of \$179,746 through December 31, 2023. (100% Mental Health Services Act-Prevention and Early Intervention)
- C. 34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Mental Health Systems, Inc., in an amount not to exceed \$2,266,775 to provide assisted outpatient treatment and assertive community treatment services for eligible adults in Contra Costa County under the Mental Health Services Act full-service partnership program 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 \$1,133,388. (81% Mental Health Services Act, 19% Federal Medi-Cal)
- C. 35** APPROVE and AUTHORIZE the Director of Child Support Services, or designee, to execute a contract amendment with Intresys, Inc. to increase the payment limit by \$65,520 to a new payment limit of \$485,395 to update forms in TurboCourt to make them compliant with the California Department of Child Support Services requirements, with no change to the original term. (66% Federal, 34% State)
- C. 36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Aspiranet, in an amount not to exceed \$350,000 for the Partners in Pregnancy Fatherhood Program to promote positive birth outcomes and develop strong family bonds for babies in the African American community for the period October 1, 2022 through September 30, 2024. (100% State)
- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Mental Health Services Authority, in an amount not to exceed \$22,432 to authorize California Mental Health Services Authority to contract for state hospital bed utilization on behalf of the County for the period July 1, 2022 through June 30, 2023. (100% Mental Health Realignment)



- C. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kimberly Loda, M.D., in an amount not to exceed \$230,631 to provide outpatient psychiatric services to adult patients in West County for the period October 1, 2022 through September 30, 2023. (100% Mental Health Realignment)
- C. 39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Regents of the University of California, on behalf of UC Davis Medical Group, in an amount not to exceed \$35,000 to provide specialized outside laboratory testing services for Contra Costa Regional Medical and Health Centers for the period November 1, 2022 through October 31, 2023. (100% Hospital Enterprise Fund I)
- C. 40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Elixir, Inc. (dba Trio Community Meals), in an amount not to exceed \$4,074,367 to provide meal services for the County's Senior Nutrition Program for the period October 1, 2022 through June 30, 2023, including a three-month automatic extension through September 30, 2023, in an amount not to exceed \$1,018,592. (52% Meals on Wheels of Contra Costa, 28% American Rescue Plan Act, 20% Older Americans Act Title III C)

### **Other Actions**

- C. 41** APPROVE and AUTHORIZE the Auditor-Controller, to pay \$28,795 to AGFA US Corp. for parts and repairs performed in good faith on the AGFA DX-100 portable X-ray machine at Contra Costa Regional Medical Center during the period of July 29, 2021 through October 6, 2021. (100% Hospital Enterprise Fund I)
- C. 42** RECEIVE the annual report on the Workforce Innovation and Opportunity Act (WIOA) and the Workforce Development Board, as recommended by the Family and Human Services Committee. ( No fiscal impact)
- C. 43** APPROVE and AUTHORIZE the Board of Supervisors Chair, and the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board and Employment and Human Services Department, and the Health Services Department and Probation Department Directors or designees, to sign the Memorandum of Understanding with all mandated partners of the America's Job Center of California for the period of July 1, 2022 through June 30, 2025. (49% Federal, 51% Local)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Western Governors University, to provide supervised field instruction to nursing program intern students in the County's Public Health Division for the period October 1, 2022 through September 30, 2023. (No fiscal impact)

- C. 45** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Department of Conservation and Development, a purchase order with Software One, Inc., in an amount not to exceed \$466,471 for the Departmental Enterprise Agreement with Microsoft for licensing renewal; and the Conservation and Development Director, or designee, to execute the Enterprise Enrollment Amendment and associated contract documents with Microsoft for Microsoft software licenses for the period November 1, 2022 through October 31, 2025. (100% Land Development Fund)
- C. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The Regents of the University of California for the University of California, Davis Health, for the provision of supervised field instruction to family medical residency students at Contra Costa Regional Medical Center and Health Centers for the period October 1, 2022 through September 30, 2027. (No fiscal impact)
- C. 47** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to sign a Memorandum of Understanding, effective November 1, 2022, with the California Department of Social Services to access The Work Number® for determining CalFRESH and CalWORKS eligibility. (No fiscal impact)
- C. 48** AUTHORIZE the Conservation and Development Director to execute an agreement with the Association of Bay Area Governments (ABAG) to receive technical assistance from ABAG related to Housing Element updates and other housing-related topics. (No fiscal impact)
- C. 49** ACCEPT the Small Business Enterprise, Outreach, and Local Bid Preference Programs Report, reflecting departmental program data for the period January 1 through June 30, 2022, as recommended by the Internal Operations Committee. (No fiscal impact)
- C. 50** APPROVE the Conservation and Development Department's Years of Service Awards Policy and AUTHORIZE the expenditure of up to \$500 annually for employee recognition awards, as recommended by the Conservation and Development Director. (100% Land Development Fund)

### **GENERAL INFORMATION**

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

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less

than 96 hours prior to that meeting are available for public inspection at 1025 Escobar Street, First Floor, Martinez, CA 94553, during normal business hours.

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

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

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[www.contracosta.ca.gov](http://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	December 14, 2022	11:00 a.m.	See above
Family & Human Services Committee	November 28, 2022	9:00 a.m.	See above
Finance Committee	November 7, 2022	9:00 a.m.	See above
Hiring Outreach Oversight Committee	December 5, 2022	10:30 a.m.	See above
Internal Operations Committee	November 14, 2022 Canceled Special Meeting November 21, 2022	1:00 p.m.	See above
Legislation Committee	November 14, 2022 Canceled Special Meeting November 21, 2022	3:00 p.m.	See above
Public Protection Committee	November 28, 2022	10:30 a.m.	See above
Sustainability Committee	November 28, 2022	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	November 14, 2022	9:00 a.m.	See above

**AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.**

## **Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):**

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

**AB** Assembly Bill  
**ABAG** Association of Bay Area Governments  
**ACA** Assembly Constitutional Amendment  
**ADA** Americans with Disabilities Act of 1990  
**AFSCME** American Federation of State County and Municipal Employees  
**AICP** American Institute of Certified Planners  
**AIDS** Acquired Immunodeficiency Deficiency Syndrome  
**ALUC** Airport Land Use Commission  
**AOD** Alcohol and Other Drugs  
**ARRA** American Recovery & Reinvestment Act of 2009  
**BAAQMD** Bay Area Air Quality Management District  
**BART** Bay Area Rapid Transit District  
**BayRICS** Bay Area Regional Interoperable Communications System  
**BCDC** Bay Conservation & Development Commission  
**BGO** Better Government Ordinance  
**BOS** Board of Supervisors  
**CALTRANS** California Department of Transportation  
**CalWIN** California Works Information Network  
**CalWORKS** California Work Opportunity and Responsibility to Kids  
**CAER** Community Awareness Emergency Response  
**CAO** County Administrative Officer or Office  
**CCE** Community Choice Energy  
**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  
**ECCFPD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Virus  
**HOME** Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households  
**HOPWA** Housing Opportunities for Persons with AIDS Program  
**HOV** High Occupancy Vehicle  
**HR** Human Resources  
**HUD** United States Department of Housing and Urban Development  
**IHSS** In-Home Supportive Services  
**Inc.** Incorporated  
**IOC** Internal Operations Committee  
**ISO** Industrial Safety Ordinance  
**JPA** Joint (exercise of) Powers Authority or Agreement  
**Lamorinda** Lafayette-Moraga-Orinda Area  
**LAFCo** Local Agency Formation Commission  
**LLC** Limited Liability Company  
**LLP** Limited Liability Partnership  
**Local 1** Public Employees Union Local 1  
**LVN** Licensed Vocational Nurse  
**MAC** Municipal Advisory Council  
**MBE** Minority Business Enterprise  
**M.D.** Medical Doctor  
**M.F.T.** Marriage and Family Therapist  
**MIS** Management Information System  
**MOE** Maintenance of Effort  
**MOU** Memorandum of Understanding  
**MTC** Metropolitan Transportation Commission  
**NACo** National Association of Counties  
**NEPA** National Environmental Policy Act  
**OB-GYN** Obstetrics and Gynecology

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



To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: October 25, 2022

**Subject:** Recommendations for the Office of Racial Equity and Social Justice

---

**RECOMMENDATION(S):**

1. RECEIVE presentation from Supervisors Federal Glover and John Gioia, and the CORE Committee of the Office of Racial Equity and Social Justice (ORESJ) summarizing the research and community planning process for the ORESJ.
2. RECEIVE report and ACCEPT the recommendations from the CORE Committee of the ORESJ regarding “Recommendations for Contra Costa Office of Racial Equity and Social Justice” (CORE Committee Report).
3. In the ORESJ’s first year (Fiscal Year 2022-23), the County will move forward to hire the following positions:
  - (a) **Two Co-Directors**: one Director to focus on coordinating and expanding the equity work of County Departments and one Director to focus on working more directly with the community. An Equity Committee of the Board of Supervisors (the existing Hiring Outreach Oversight Committee will be expanded in scope and re-named the Equity Committee) will work with the County Administrator’s Office to develop the hiring process for the two Co-Directors with meaningful community input. The Co-Directors will lead the efforts to form the ORESJ and hire the remaining staff. Once hired these Co-Directors will be staff support to the Equity Committee.
  - (b) **Language Equity Coordinator** to finalize development and implementation of a Countywide Equity Language Plan to ensure that residents and families have a meaningful and equitable opportunity to apply for, receive, participate in, and benefit from services offered by County departments.
  - (c) **Reconciliation Coordinator** to focus on strategies and actions to address historical harms and inequity.
  - (d) **Data Analyst**
  - (e) **Budget and Policy Analyst**

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Sonia Bustamante (510) 942-2220

By: , Deputy

cc:



RECOMMENDATION(S): (CONT'D)

4. The ORESJ shall be established as a separate County department that reports directly to the Board of Supervisors with regular oversight by the Board of Supervisors Equity Committee; the Equity Committee shall ensure that the ORESJ is effectively staffed and operated to achieve the objectives of the Office.

5. Upon the hiring of the ORESJ Co-Directors, the ORESJ shall form an interdepartmental committee of representatives from each County department. This interdepartmental committee shall assess, support, and coordinate existing equity efforts across the County and develop a plan to expand this equity work in partnership with the County Administrator's Office and the Board of Supervisors.

6. To create continuity within ORESJ governance, the CORE Committee shall serve as an advisory body to ORESJ until the office is fully phased into the Lived Experience Community Advisory Board (as described on page 36 of the CORE Committee Report) in the office's second year.

7. The ORESJ will work with the County Administrator's Office and the Board of Supervisors Equity Committee to develop a plan to implement the other recommendations in the CORE Committee Report.

FISCAL IMPACT:

For fiscal year 2022-23 \$600,000 in Measure X funding is allocated, and \$1.2 million in Fiscal year 2023-24.

BACKGROUND:

On November 10, 2020, the Board of Supervisors accepted the concept proposal by Supervisors Federal Glover and John Gioia to establish a Contra Costa County Office of Racial Equity and Social Justice (ORESJ). The Board also authorized the immediate launch of a Community Planning Process consistent with the Proposed Community Planning Process Document presented to the Board of Supervisors. This process was funded by foundations and businesses.

On November 16, 2021, the Board of Supervisors allocated \$600,000 in Fiscal Year 2022-23 and \$1.2 million annually, starting in Fiscal Year 2023-24, to fund an ORESJ. None of these funds have been expended.

The community planning process has concluded and the CORE Committee of the ORESJ, which helped coordinate and lead this engagement process, is presenting to the Board of Supervisors its "Recommendations for Contra Costa Office of Racial Equity and Social Justice."

The recommendations of this Board Order begin to implement the recommendations of this report by establishing the ORESJ.

ATTACHMENTS

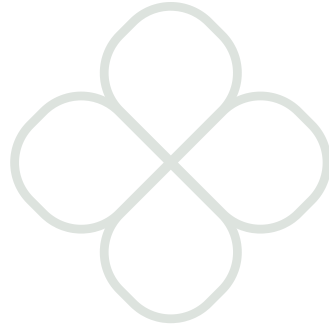
ORESJ PowerPoint Presentation

# RECOMMENDATIONS FOR CONTRA COSTA OFFICE OF RACIAL EQUITY AND SOCIAL JUSTICE



Office of Racial  
Equity & Social  
Justice

CONTRA COSTA COUNTY



# DEDICATION

*This report is dedicated to our beloved Contra Costa communities.*

*To each and every person who participated in this community engagement process. Who participated by belief and trust, AND by ambivalence and uncertainty. Who took on and took in the necessity, vulnerability, and beauty of healthy struggle, risk-taking, mistake-making, and truth-telling.*

*This report, this process, this Office of Racial Equity and Social Justice belongs to us. May it affirm, reveal, heal, and remind us of our power.*

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# ACKNOWLEDGEMENTS

# LAND ACKNOWLEDGMENT

We acknowledge that we are each residing on tribal lands of those who have lived on this land time immemorial.

We pay respects to their elders past and present.

Please take a moment to consider the many legacies of violence, displacement, migration, and settlement that bring us together today.

**We recognize the resilience of those past and present**, who work to build a strong and sovereign nation where Tribal members live their values and culture.

Text your zip code to **1 (907) 312-5085** to learn more about the tribal lands in your area.

<https://nativegov.org/a-guide-to-indigenous-land-acknowledgment/>

# LABOR ACKNOWLEDGMENT

We acknowledge the labor of enslaved, kidnapped, displaced peoples, of immigrants of refugees, those who have been made undocumented, incarcerated, and stateless. We are indebted to all this labor that allows us all to be here today.

We remember that our country is built on the labor of enslaved people who were forced to the “Americas” from the African Continent.

We acknowledge the foundational, innumerable, and ever-present ways in which our culture, our economy, our nationhood is *‘made possible by the labor of enslaved Africans and ascendants who suffered the horror of the transatlantic trafficking of their people, chattel slavery, and Jim Crow.*

*We acknowledge all labor, including voluntary, involuntary, and trafficked peoples who continue to serve within our labor force’. Dr. TJ Stewart*

Visit the following links to learn more:

[www.unpaidlabor.com](http://www.unpaidlabor.com)

<https://diverseeducation.com/article/206161/>

# HARM ACKNOWLEDGMENT

The Core Committee acknowledges any and all harms that we caused, contributed to, and/or allowed in the process to get here, known or unknown. While intent can lend context, impact is what matters, always and especially in matters of justice. We apologize for harms of exclusion, extraction, tokenization, and/or undue distress that were enacted upon and/or felt by our community members in this process. We appreciate the grace and space for our missteps and mistakes. We stay committed to showing up, being, and doing rightfully and righteously as we continue this journey.

# HOST TABLE AND LISTENING SESSION ACKNOWLEDGEMENT

Thank you to our Host Table and Listening Session partners:

- Alliance to End Abuse, Employment & Human Services Dept.\*
  - Asian Pacific Environmental Network
  - Brentwood Village Resource Center
  - Contra Costa Budget Justice Coalition
  - Contra Costa County County Administrator's Office\*
  - Contra Costa County Family Justice Center
  - Contra Costa County Public Defender's Office\*
  - Contra Costa Health Services\*
  - Contra Costa Immigrant Rights Alliance
  - Contra Costa County Office of Reentry and Justice\*
  - Contra Costa County Risk Management Office\*
  - District Attorney\*
  - East Bay Agency for Children/Trauma Transformed
  - First 5 Contra Costa\*
  - Healthy Richmond
  - Ijichi Perkins and Associates (Graphic Recording)
  - M3tagamers (Tech Team)
  - Multi-faith ACTION Coalition
  - NAACP - East County
  - NAACP- Richmond
  - NAMI Contra Costa
  - Pittsburg First Baptist Church
  - Reimagine Public Safety Contra Costa
  - Rubicon Programs
  - RYSE
  - Safe Return project
  - Stand Together Contra Costa, Contra Defender Association
  - Supervisor Gioia\*
  - Supervisor Glover\*
- \*system partners

Thank you to our resident partners who held more than one listening session;

- Teki Flow
- Isabel Lara
- Katherine Lee
- Latrece Martin
- Patricia Perkins
- Andrea Rios
- Sandy Saeturn

We apologize for omission of anyone. If you notice such, please contact Angela Irvine-Baker at [airvine@cerespolicyresearch.com](mailto:airvine@cerespolicyresearch.com)



# EXECUTIVE SUMMARY

In February 2021, a Host Table composed of BIPOC residents, the Board of Supervisors, and systems partners came together to develop and facilitate a Community Listening Campaign to inform the priorities and structure of the ORESJ.

A smaller group of leaders from the Host Table committed to leading the day-to-day work of planning, community engagement, and development of recommendations formed what became known as the Core Committee.

The Host Table and Core Committee were assigned three tasks: 1) Develop the final structure, roles, and responsibilities of the Office, 2) Develop a plan reflecting the community's priorities for the Office's work, and 3) Develop a plan to hold the Office transparently accountable to the public.

The recommendations that follow emerged from this robust and stepwise planning process.

## USING A “TWO-HAT” MODEL

A number of organizations over time have held two core functions in equal regard. For ORESJ, this means holding internal county agency transformation and external community engagement as equal goals for our work. This office will aim:

1. To increase education, resources, and policies to address structural racism and its impact on community residents.

AND

2. To assess, support, and coordinate racial equity work within and across county agencies and departments.



## OFFICE PRIORITIES FOR YEARS 1-3

The Core Committee developed a list of office priorities to accomplish these two conjoined goals. The initial list was presented to Community Café attendees for feedback. The draft priorities were then revised to incorporate community input and intensive reflection by Core Committee members, resulting in the following recommended scope of work.

During the first three years, the Office of Racial Equity and Social Justice should:

1. Establish an inter-departmental team across county departments. This group will assess and coordinate racial equity efforts across the county.
2. Set a safe, welcoming, and belonging culture in Contra Costa County. This should include:
  - Creating a mechanism to address individual and aggregate concerns/complaints
  - Fostering county agency cultures that promote equity, inclusion, and social justice
  - Finalizing the development and implementation of a Contra Costa countywide language equity plan to ensure that residents and families have a meaningful and equitable opportunity to apply for, receive, participate in, and benefit from services offered by County departments. (See Appendix B for the history of the plan.)
  - Building capacity for youth leadership and engagement.
3. Build capacity to establish trust across race, ethnicity, income, immigration status, sexual orientation, and gender identity.
4. Conduct a landscape analysis of racial (in)justice.
5. Review the extent to which County budget allocations are aligned with equity and social justice principles to address root causes of inequality.
6. Reviewing and promoting policies within county agencies that achieve equity, fairness, and opportunity for all.

# SUMMARY OF CORE COMMITTEE RECOMMENDATIONS TO THE BOARD OF SUPERVISORS

The Core Committee recommends that:

1. In the Office's first year, ORESJ shall hire the following positions:

- Two Co-Directors: one Director to focus on coordinating and expanding the equity work of County Departments and one Director to focus on working more directly with the community. An Equity Committee of the Board of Supervisors (the existing Hiring Outreach Oversight Committee will be expanded in scope and re-named the Equity Committee) will work with the County Administrator's Office to develop the hiring process for the two Co-Directors with meaningful community input. The Co-Directors will lead the efforts to form the ORESJ and hire the remaining staff.
- Language Equity Coordinator to finalize development and implementation of a Countywide Equity Language Plan to ensure that residents and families have a meaningful and equitable opportunity to apply for, receive, participate in, and benefit from services offered by County departments.
- Reconciliation Coordinator to focus on strategies and actions to address historical harms and inequity
- Data Analyst
- Budget and Policy Analyst

2. The ORESJ shall be established as a separate County department that reports directly to the Board of Supervisors with regular oversight by the Board of Supervisors Equity Committee; the Equity Committee shall ensure that the ORESJ is effectively staffed and operated to achieve the objectives of the Office.



3. ORESJ will establish a central office, mobile offices, and four regional Racial Equity Zones to be implemented over three years.
  
4. Upon the hiring of the ORESJ Co-Directors, the ORESJ shall form an interdepartmental committee of representatives from each County department. This interdepartmental committee shall assess, support, and coordinate existing equity efforts across the County and develop a plan to expand this equity work in partnership with the County Administrator's Office and the Board of Supervisors.
  
5. In order to create continuity within ORESJ governance, the CORE Committee shall serve as an advisory body to ORESJ until the office is fully phased into the Lived Experience Community Advisory Board (as described on page 36) in the office's second year.
  
6. The ORESJ will work with the County Administrator's Office and the Board of Supervisors Equity Committee to develop a plan to implement the other recommendations in the CORE Committee Report.

# INTRODUCTION

Contra Costa County is in the unceded Me-wok and Karkin territories.<sup>1,2</sup> It is home to many social justice movement leaders, activists, and organizations. There is a rich history of organizing across multiple movements and generations. Contra Costa County is also home to an entrenched culture of white supremacy, including - surveillance, under-resourcing, and exploitation of Black, Indigenous, and People of Color (BIPOC) communities. This culture is too often felt, expressed, and allowed within and by County governance and departments.

The pandemic and racial reckoning of 2020 have exposed and amplified the insidiousness of white supremacy and racial inequity within our county's health, mental health, education, criminal legal, social service, child welfare, and other systems. These events have amplified both the resistance to and demand for radical transformation in our County systems.

In November 2020, the Contra Costa County Board of Supervisors authorized the development of an Office of Racial Equity and Social Justice (ORESJ) that would be informed by and launched after a community engagement process. **The goal of the ORESJ is to enact and sustain principles, policies, practices, and investments that are racially just and equitable across all of its departments and divisions.**



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<sup>1</sup> This report has been prepared by the Core Committee of ORESJ that included the following people: Kimi Barnes, Solomon Belette, Donté Blue, Sonia Bustamante, Kanwarpal Dhaliwal, Teki Flow, Roxanne Carrillo Garza, Angela Irvine, Isabel Lara, Jen Leland, Kerby Lynch, Latrece Martin, Mariana Moore, Karen Perkins, Jose Rizo, Ali Saidi, Willie Robinson, and. Past members also include Victoria Adams, Gigi Crowder, and Susun Kim

<sup>2</sup> See <https://native-land.ca/> for more information.

Notably, Contra Costa County is the first jurisdiction to develop and launch an office through a community engagement process, not vice versa. Supervisors John Gioia and Federal Glover are leading and stewarding this initiative with the Board of Supervisors and County.

Additionally, resources for the community engagement process were procured through local philanthropic partners, not County dollars. Though it may seem counter to the efforts and need for County investment and infrastructure, this was an intentional strategy to ensure deep and broad community engagement. County dollars would have tethered us to the pace and deliverables of the system, not the pace of the community. We leveraged philanthropic dollars so that we could take the time needed and deserved to gather, listen, inquire, and reveal a truer and fuller picture of what resources are needed for the ORESJ to achieve its intended aims.

Throughout this process, we have remembered and reminded ourselves and each other that public and philanthropic resources already belong to our communities. Our <sup>3</sup>collective responsibility is to ensure just (re)distribution and allocation of all our resources, whichever coffers they sit in.

## PRINCIPLES AND COMMITMENTS

At the onset of this process, a set of guiding principles and commitments were introduced to center mutual support and sustain accountability to honor the aims of the community engagement process. These principles and commitments were formulated through early conversations with a number of existing initiatives and organizations in Contra Costa County. Those conversations also voiced the need for a community engagement process to inform and guide the ORESJ.

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<sup>3</sup> We thank the following funders who invested in the ORESJ Community Engagement Process: The CA Endowment, The Contra Costa Regional Health Foundation, Dean and Margaret Leshner Foundation, The East Bay Community Foundation, John Muir Community Benefits, John Muir Health Foundation, RCF Connects, Republic Services, San Francisco Foundation, YH Soda Foundation, Zellerbach Foundation

## PRINCIPLES

- We center the priorities and lived experiences of residents and families most vulnerable to systems' harm and inequity.
- We disrupt racism and injustice that exist in our institutions and systems.
- We center healing, justice and equity.
- We engage in healthy struggle so that we are accountable, innovative and creative.
- We learn and adapt through radical listening, inquiry and reflection.
- We advocate for resources through an equitable, humanizing and transparent process.
- We celebrate and appreciate.

## COMMITMENTS

- We participate with awareness and attunement of all our selves, especially our racialized selves.
- We recognize that we are the systems and the systems are us.
- We commit to healthy struggle that meets people where we are with the expectation to move.
- We recognize some of us have not had to move, and some rarely get to slow down. We commit to righteous, reparative pace.
- We remember that vulnerability and discomfort are seeds of transformation.
- We remember that joy and celebration feed our freedom and liberation.

These principles and commitments have served as guideposts for the community engagement process, helping us stay focused on our aims, reflecting and revealing where we have work to do, and anchoring and affirming us in moments of uncertainty and instability. The ORESJ will carry these principles and commitments as a gift and guarantee toward a just and inclusive Contra Costa County.

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# COMMUNITY ENGAGEMENT PROCESS: BUILDING COMMUNITY, BUILDING POWER

The Community Engagement process is one of listening, witness-bearing, and reckoning.

It is in service to identifying, investing in, and implementing fundamental and foundational shifts in the ways in which Contra Costa County fully embodies and enacts just public service for ALL of its residents, and explicitly for its Black residents, Indigenous residents, and Communities of Color (BIPOC).

It is about culture shift and transformation, power shifting and power building. Process and relationships are the priorities. Structure and form reflect, respond, and adapt as needed to build and sustain culture.

We have made immense strides towards the bold outcomes of the Community Engagement process (see below). These strides have been made in light of and in spite of the ongoing and unjust conditions and acceleration of harm, violence, and distress our BIPOC communities are experiencing. We have work to do to maintain these strides and mobilize towards full actualization.





# THIS IS THE WORK OF THE ORESJ.

## WE STRIVE TOWARD:

1. Meaningful acknowledgment and understanding by County leaders, departments, organizations, and programs of the racial harms and burdens experienced by Contra Costa County's BIPOC residents and communities.

2. A more cohesive County ecosystem that is grounded in and responsive to the proximate experiences, priorities, and needs of its residents most burdened by racial inequity and social and economic marginalization.

3. A plan to launch the Contra Costa County Office of Racial Equity and Social Justice, which reflects resident priorities and expectations. Structure, staffing, resourcing, accountability, etc.

4. A more committed and collectivized base of County residents and efforts that can ensure accountability and transparency, and can mobilize, advocate, organize, and respond to emergent conditions and opportunities that support and protect racial equity and social justice.



The process involved multiple steps described below.

- In February 2021, a Host Table composed of BIPOC residents, the Board of Supervisors, and systems partners came together to develop and facilitate a Community Listening Campaign to inform the priorities and structure of the ORESJ.
- A smaller group of leaders from the Host Table committed to leading the day-to-day work of planning, community engagement, and development of recommendations formed what became known as the Core Committee. This committee includes BIPOC resident leaders and BIPOC-led organization representatives primarily. The Core Committee was organized into subcommittees focused on work streams such as project management, communications, and ongoing research and information gathering.
- The Host Table and Core Committee were assigned three tasks: 1) Develop the final structure, roles, and responsibilities of the Office, 2) Develop a plan reflecting the community's priorities for the Office's work, and 3) Develop a plan to hold the Office transparently accountable to the public.
- Host Table and Core Committee members led 40 listening sessions with more than 400 community residents and stakeholders. The Core Committee conducted a community survey that collected information from more than 2,600 people and convened five community cafés with 300 attendees to share the findings from the listening sessions and survey.

The findings and recommendations in this report emerged from this robust and stepwise community engagement process.





# LISTENING SESSIONS

## LISTENING SESSIONS METHODOLOGY

Host Table and Core Committee members held 40 listening sessions with over 400 participants. Each session was subsequently summarized in writing by the facilitators. Ceres Policy Research then reviewed facilitator notes and tracked common themes.

1. Ceres reviewed answers to two questions: *“How have you experienced racism in Contra Costa County?”* and *“What do you need now or in general from the ORESJ?”*
2. Answers were coded under the categories of “harms” and “needs”.
3. The most common harms identified came from the criminal and legal systems, the education system, and housing.<sup>4</sup>
4. The most common needs expressed were community engagement, advocacy, healing, food access and justice, youth development and engagement, reparations, and arts and culture.

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<sup>4</sup> In a few of the community cafes held in July 2022 where the survey findings were shared, some community members asked about our use of the term “harm”. Namely, folks shared that they felt unclear on what was meant by harm and expressed concern that omitting the specific types and incidents of harm renders it challenging for County departments and divisions to address and redress the harms. The coding category of harm was informed by the experiences shared in the Listening Sessions. Repeatedly in a few of the community cafes held in July 2022 where the survey findings were shared, some community members asked about our use of the term “harm”.



## LISTENING SESSION FINDINGS

The Listening Sessions illuminated an immensity of distress alongside a keen desire and hope for the ORESJ's aims and work. Key learnings from the sessions are as follows:

- Listening deeply and actively is fundamental to change and transformation.
- The more we listen, the more we need to listen
- Our residents want and need the County leaders to listen.
- There is a lot of pain and distress that our communities feel and hold. Individuals don't feel safe.
- There is a fear of retribution for speaking out.
- We need more time to ensure we are connecting broadly and deeply.
- We have residents who are hopeful; many who are doubtful. All are looking to County leaders to change this narrative.

When the Ceres team analyzed the Listening Session information alongside the learnings, they recommended the implementation of a full community survey. This survey would build on the Listening Session findings and allow the Core Committee to connect specific opinions and experiences with harm and violence to demographic data such as race, sexual orientation, age, experience with houselessness, zip code, and supervisorial district.

---

and in each session, we heard folks share incidents, conditions, dynamics of distress (emotional and physical), exclusion, targeting, blaming, denial of services and resources, and direct violence by and in County systems and institutions. Also shared were the ways in which these harms impacted experiences of violence in their families and communities. The survey then delineated harm and violence. The level and extent of harm and violence experienced by survey respondents speaks to an endemic of harm that exists throughout and within the County ecosystem. The types of harm experienced are worthy of further inquiry and understanding but they do not and should not diminish the significance of these findings.

# COUNTY-WIDE COMMUNITY SURVEY


Ceres organized a Core Committee Data Committee that reviewed the listening session findings and created a survey. This survey was intentionally worded to signal to community members that it was safe, to be honest about their experiences. For this reason, the answers we received from respondents provide invaluable insight into the experiences of people across the county. Specifically, the survey solicited the following information:

- **Demographics.** This section asked each respondent to share their age, city(ies) that they live and/ or work in, household income, race/ethnicity, gender identity, sexual orientation, and whether they are a member of the following communities: people with disabilities, LGBTQ+ people, Muslim people, or houseless people.
- **Review of System Harms.** This section asked, “Have you ever been harmed by any of the following systems? We ask this to ensure the voices of those most harmed by systems are centered in solutions that the Office puts forth. (Check all that apply or describe in “other”).”

Respondents were given a list of thirteen government systems and asked whether they had been harmed. The systems were: Health System, Mental Health System, Education System, Early Education System, Adult Criminal/Legal/Justice System, Youth Criminal/Legal/Justice System, Social Service System, Housing, Employment Services, Child Welfare System, Planning and Land Use System, Election System, and Transportation System.

The survey allowed each person to self-define harm (see footnote 4). Notably, while the survey’s usage of “system” encompasses both city- and county-provided services, the majority of the systems (e.g., health, social services) are provided solely or primarily by county departments. In cases such as law enforcement, in which cities and the county both play significant roles, the county should focus on those services and harms within its purview and for which it bears accountability.

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- 
- **Review of Exposure to Violence.** Respondents were asked, “Have you been impacted by violence?” They were given the following information to guide their answers to this section:

*“This could mean family/intimate partner violence, community violence, and violence from the government. Violence from the government refers to feeling as if the government and systems in place do not care about your well-being. You do not have to be the direct victim of the violence. You could have witnessed it or been affected by violence perpetrated against a family member, friend, neighbor, etc.”*

This section listed ten different forms of violence. Respondents were asked to share whether they had experienced any of the following: family violence, intimate partner violence, neighborhood violence, police violence, government violence, racial violence, anti-immigrant violence, homophobic/transphobic violence, gender-based violence, and economic violence.

- **Expectations of the ORESJ Office.** For the fourth section, the Data Committee turned priorities that emerged from the listening sessions into follow-up questions. This section listed the priorities identified from the listening sessions and asked each respondent whether they agreed or disagreed that each topic should be prioritized. Choices included Advocacy, Community Engagement, Educational System, Healing, Criminal and Legal Systems, Reparations, Youth Development and Engagement, Food Access and Justice, Arts and Culture, Housing and Houselessness.
- **ORESJ Office Structure.** A fifth section asked respondents where the Office should be located, who should staff the Office, and how to hold the Office accountable for its work.

# SURVEY FINDINGS

The Core Committee collected 2655 surveys from the community. Ceres Policy Research compiled and analyzed the data. The findings are summarized below:

## DEMOGRAPHICS

Survey respondents represented many different perspectives and county regions. The numbers below reflect the numbers of people in each group.

### COUNTY REGION

<b>WEST CONTRA COSTA</b>	<b>907</b>
<b>CENTRAL CONTRA COSTA</b>	<b>608</b>
<b>SOUTH CONTRA COSTA</b>	<b>502</b>
<b>EAST CONTRA COSTA</b>	<b>367</b>

### AGE

<b>TRANSITIONAL AGE YOUTH</b>	<b>123</b>
<b>PEOPLE OVER 56</b>	<b>429</b>

### INCOME

<b>UNDER THE POVERTY LINE</b>	<b>123</b>
<b>UNDER THE MEDIAN FAMILY INCOME FOR THE COUNTY (\$107K)</b>	<b>429</b>



<b>RACE/ETHNIC IDENTITY</b>	
<b>BLACK/AFRICAN AMERICAN OR CENTRAL, EAST, SOUTH OR WEST AFRICAN</b>	<b>1009</b>
<b>WHITE</b> <sup>1</sup>	612
<b>LATINO/A/X/E</b>	415
<b>ASIAN</b>	366
<b>ARAB OR FROM THE MIDDLE EAST OR NORTH AFRICA (AN ADDITIONAL 105 PEOPLE ARE MUSLIM)</b>	134
<b>NATIVE AMERICAN/INDIGENOUS PEOPLE</b>	50

<b>ADDITIONAL COMMUNITIES</b>	
<b>WOMEN</b>	<b>1396</b>
<b>MEN</b>	1115
<b>NON-BINARY</b> <sup>1</sup>	96
<b>LGBTQ</b>	240
<b>PEOPLE WITH DISABILITIES</b>	180
<b>EXPERIENCED HOUSELESSNESS</b>	355
<b>PEOPLE WHO REPORTED HAVING LIMITED ACCESS TO SERVICES DUE TO THEIR IMMIGRATION STATUS*</b>	746
<b>DOMINANT LANGUAGE OTHER THAN ENGLISH</b>	69

This set of demographic data show that this community survey was groundbreaking. The ORESJ Core Committee was able to solicit feedback from the communities most impacted by social and racial injustices. Survey researchers often have the most difficulty reaching Black communities. For this survey, the largest number of respondents were Black or Central, East, South or West African. At the same time, we were able to reach people who are immigrants, LGBTQ+, houseless, and living with disabilities.

We used the different layers of respondents' identities to create a wheel of identities (see below). This wheel was developed to remind us that everyone has multiple identities that are connected. We returned to this when we explored harms and violence to see which communities were most impacted.



## REPORTED SYSTEM HARMS

People across the county reported being harmed by all thirteen of the systems listed in the survey. An open-ended question allowed people to describe the harm that they experienced. The four most common forms of harm are reported below:

- 21% of respondents reported not having access or the resources to receive a service
- 19% reported racial discrimination
- 10% reported being physically or emotionally harmed
- 8% reported inadequate or poor treatment from the staff

Most of these systems are departments within county governance. We separated findings related to systems reporting to the Board of Supervisors from those that do not. Of the 2,655 respondents, people reported being harmed by:

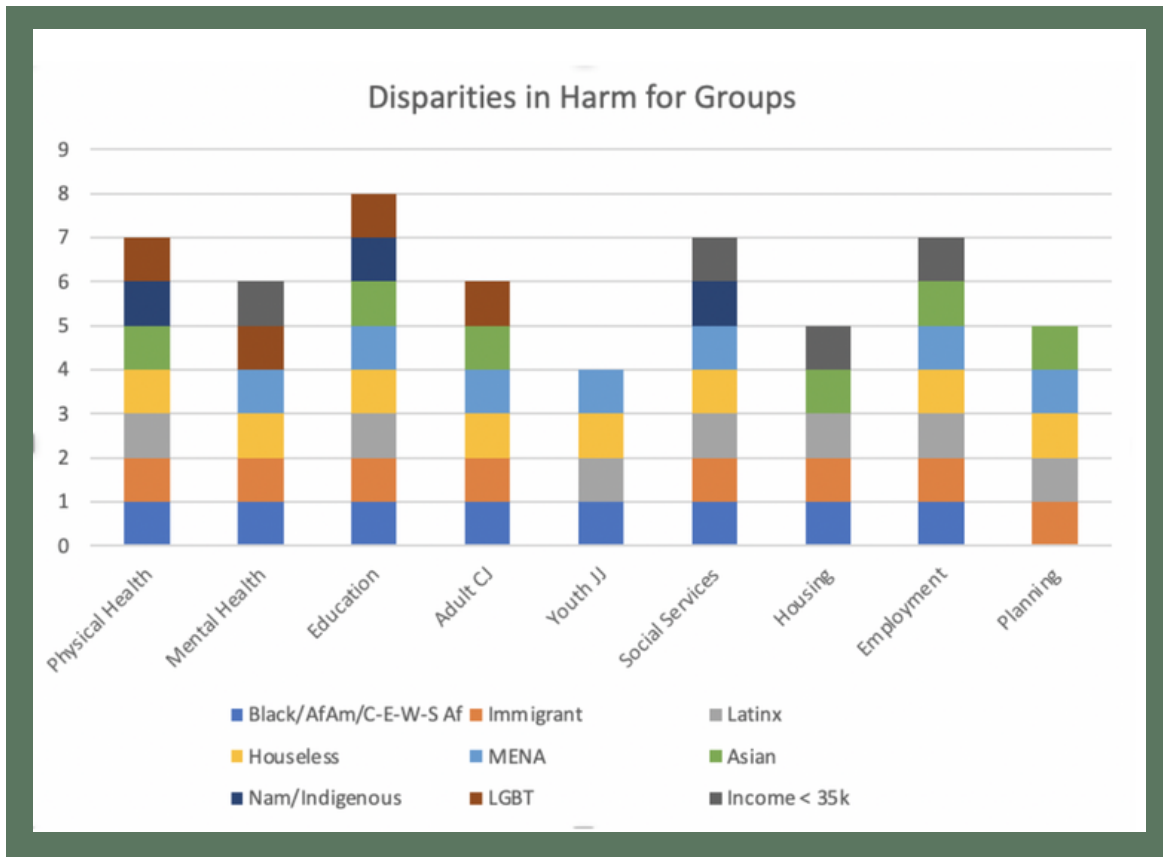
*Systems that include agencies reporting to the Board of Supervisors*

<b>EMPLOYMENT SERVICES</b>	876
<b>HEALTH SYSTEM</b>	734
<b>MENTAL HEALTH SYSTEM</b>	739
<b>HOUSING</b>	718
<b>SOCIAL SERVICE SYSTEM</b>	655
<b>ADULT CRIMINAL/LEGAL/JUSTICE SYSTEM</b>	593
<b>YOUTH CRIMINAL/LEGAL/JUSTICE SYSTEM</b>	490
<b>CHILD WELFARE SYSTEM</b>	431
<b>PLANNING AND LAND USE SYSTEM</b>	449
<b>ELECTION SYSTEM</b>	333

Systems that do NOT include agencies reporting to the Board of Supervisors

<b>(GENERAL) EDUCATION SYSTEM</b>	739
<b>EARLY EDUCATION SYSTEM</b>	400
<b>TRANSPORTATION SYSTEM</b>	155

Ceres also explored which of the groups identified within the survey’s demographics section have experienced higher levels of harm than others. The following chart shows that many different groups experienced disparate levels of harm. Black and immigrant communities experienced disparate harm from the highest number of agencies.



## REPORTED EXPOSURE TO VIOLENCE

People across the county reported being exposed to all ten forms of violence.<sup>5</sup>

Of the 2,655 respondents:

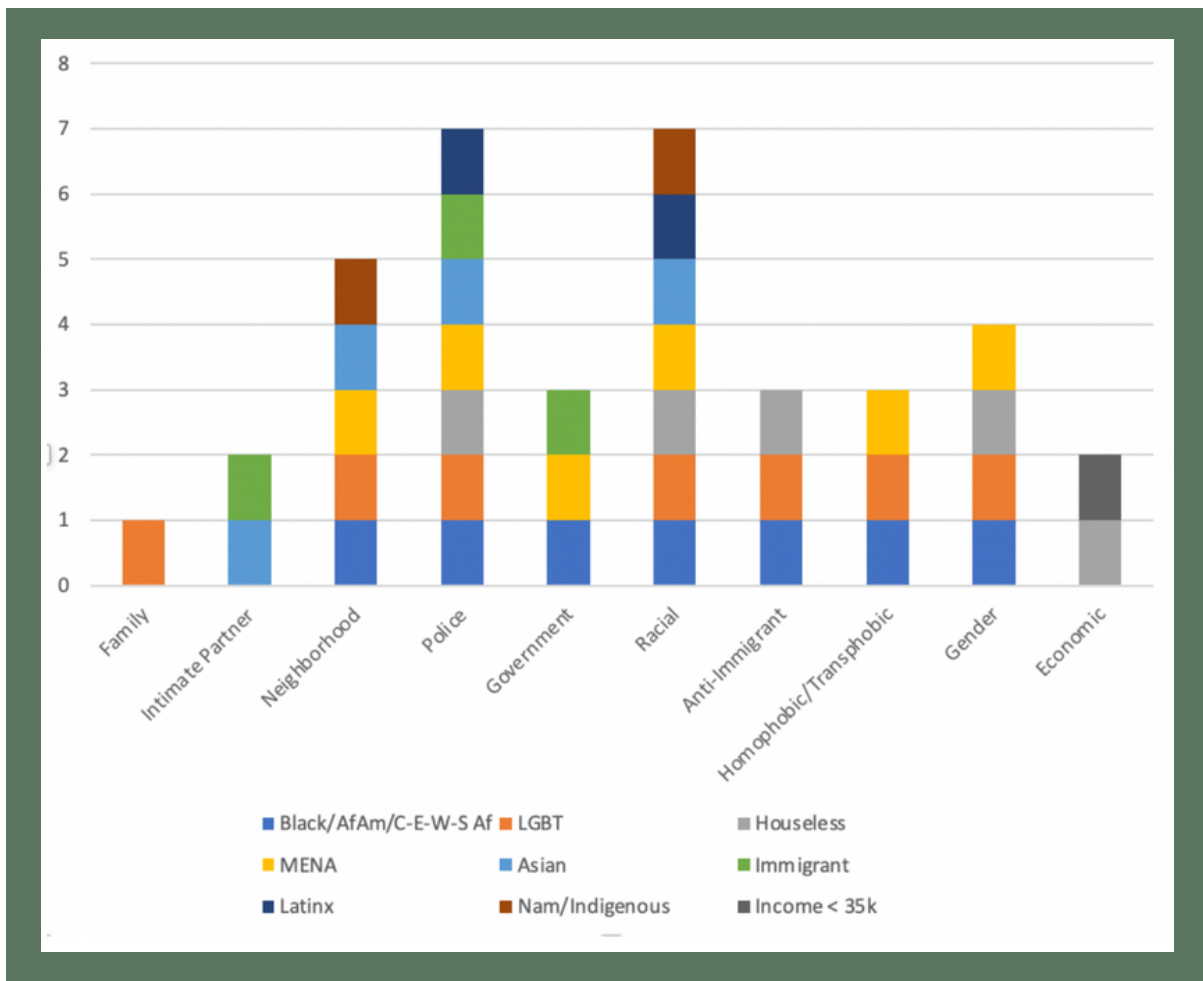
People reported experiencing:

<b>RACIAL VIOLENCE</b>	1028
<b>POLICE VIOLENCE</b>	896
<b>ANTI-IMMIGRANT VIOLENCE</b>	754
<b>NEIGHBORHOOD VIOLENCE</b>	747
<b>GENDER-BASED VIOLENCE</b>	735
<b>HOMOPHOBIC/TRANSPHOBIC VIOLENCE</b>	609
<b>INTIMATE PARTNER VIOLENCE</b>	576
<b>GOVERNMENT VIOLENCE</b>	575
<b>ECONOMIC VIOLENCE</b>	504
<b>FAMILY VIOLENCE</b>	482

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<sup>5</sup>The Data Subcommittee chose to differentiate each of these forms of violence. Once the Office begins identifying priorities for programming, these categories might be combined in different ways. Some organizations may want to combine gender-based violence and homophobic/transphobic violence. Some organizations may want to combine gender-based violence with intimate partner violence and family violence. Some organizations might want to combine racial violence with anti-immigrant violence.

Ceres also explored which groups identified within the survey’s demographics section were more likely to experience violence as compared with other groups. The following chart shows that many different groups are at higher risk of experiencing violence. Black and LGBTQ+ communities are at higher risk of experiencing the broadest range of violence.



## OFFICE PRIORITIES

The survey asked whether priorities that were raised in focus groups were also priorities for people responding to the survey.

*How should the Office do its work?*

- Community Engagement: 1,301 people
- Advocacy: 1,019 people

*Harms*

- Criminal and Legal System: 1,262 people
- Education System: 1,097 people

*Needs*

- Healing: 1142 people
- Food Access and Justice: 1142 people
- Youth Development and Engagement: 980 people
- Reparations: 886 people
- Housing: 838 people
- Arts and Culture: 573 people

## OFFICE STRUCTURE

The survey also provided important information about how community members would like to see the Office structured and staffed. These results are combined with the section on Office Structure and Staffing below.



# REFLECTIONS AND FEEDBACK



After collecting the survey data, the Core Committee reflected on the findings, solicited additional community feedback, and completed intensive research and organizing to prepare for the final presentation to the Board of Supervisors. Activities included subcommittee meetings, Core Committee retreats, and community cafés.



## CORE SUBCOMMITTEES

At the outset of its work, the Core Committee created a governance structure that included multiple subcommittees, including:

**Project Management:** The Project Management subcommittee met bi-weekly to prepare agendas for the full Core Committee meetings, which also convened bi-weekly.

**Data Subcommittee:** The Data Subcommittee designed, distributed, and analyzed the survey findings.

**Office Structure Research Subcommittee:** The Office Structure Research Subcommittee conducted extensive background research on dozens of racial equity offices across the country. They conducted interviews with staff members in these offices and sought to identify a model that could utilize government funding sources while also addressing community concerns and skepticism. They were seeking a model that could engender trust from people who reported harm from county agencies.<sup>6</sup>

**Community Engagement Subcommittee:** The Community Engagement Subcommittee met to develop strategies to engage residents from across the county in developing and vetting the recommendations to the Board of Supervisors regarding the Office's structure and priorities.

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<sup>6</sup> For information about the full range of offices across the country, contact Dr. Kerby Lynch at [klynch@cerespolicyresearch.com](mailto:klynch@cerespolicyresearch.com).

## **COMMUNITY CAFÉS**

In July 2022, the Core Committee sponsored five separate community cafés for Contra Costa residents. Four of the cafés were organized regionally: west, south, central, and east. An additional café was held for leaders of community-based organizations across the county.

These events were each two and a half hours long. They were facilitated by multiple Core Committee members and Ceres staff. Following language justice principles, they were simultaneously translated into American Sign Language and Spanish.

At each session, presenters reviewed the purpose of the planning process, key tasks, our core principles, and survey findings relevant to each region. The survey findings were followed by an opportunity for participants to share reflections. Preliminary drafts of the office structure and priorities for the first three years were shared, and participants were encouraged to provide feedback.

## **CORE COMMITTEE RETREATS**

The intensive work completed by Core Subcommittees, along with the reflections and feedback from the community cafés, were compiled and discussed at two Core Committee retreats. These retreats allowed participants to hone collective recommendations for Office priorities over the first three years, an Office staffing plan, and a proposed model for the Office's structure.

The following conclusions and recommendations emerged from the ideas and wisdom synthesized in the subcommittee meetings, community cafés, and Core Committee retreats.



## USING A “TWO-HAT” MODEL

A number of organizations over time have held two core functions in equal regard. For ORESJ, this means holding internal county agency transformation and external community engagement as equal goals for our work. This office will aim:

1. To increase education, resources, and policies to address structural racism and its impact on community residents.

AND

2. To assess, support, and coordinate racial equity work within and across county agencies and departments.

## OFFICE PRIORITIES FOR YEARS 1-3

The Core Committee developed a list of office priorities to accomplish these two conjoined goals. The initial list was presented to Community Café attendees for feedback. The draft priorities were then revised to incorporate community input and intensive reflection by Core Committee members, resulting in the following recommended scope of work.

During the first three years, the Office of Racial Equity and Social Justice should:

1. Establish an inter-departmental team across county departments. This group will assess and coordinate racial equity efforts across the county.

2. Set a safe, welcoming, and belonging culture in Contra Costa County. This should include:

- Creating a mechanism to address individual and aggregate concerns/complaints
- Fostering county agency cultures that promote equity, inclusion, and social justice
- Finalizing the development and implementation of a Contra Costa countywide language equity plan to ensure that residents and families have a meaningful and equitable opportunity to apply for, receive, participate in, and benefit from services offered by County departments. (See Appendix B for the history of the plan.)
- Building capacity for youth leadership and engagement.



3. Build capacity to establish trust across race, ethnicity, income, immigration status, sexual orientation, and gender identity. This should include:

- Creating a data dashboard, populated with our community survey results, that can track and aggregate data on community requests, complaints, and trends.
- Facilitating ongoing conversations with community members about our survey results.
- Building data infrastructure

4. Conduct a landscape analysis of racial (in)justice. This should include:

- Completing a racial justice audit across county departments.
- Forming “learning labs” for members of the Board of Supervisors and department heads and staff.
- Launching a Contra Costa Racial Equity report card that includes aggregated information about community needs and complaints.

5. Review the extent to which County budget allocations are aligned with equity and social justice principles to address root causes of inequality.

This should include:

- Working with the Budget Justice Coalition to initiate a participatory budget process that might be initially funded through ARPA dollars.

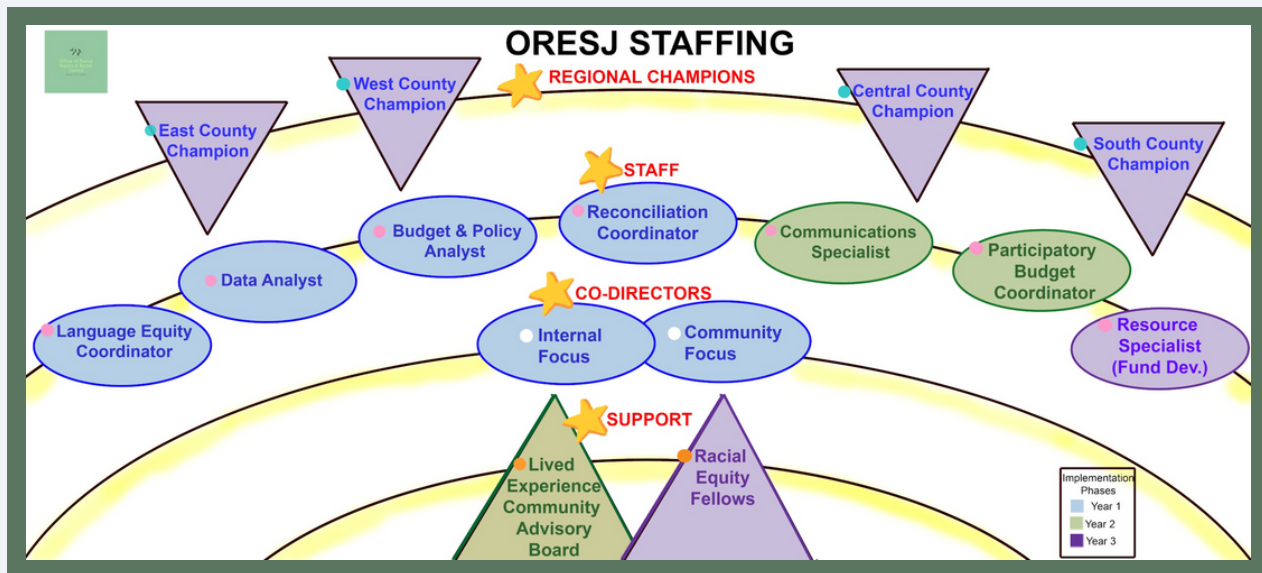
6. Reviewing and promoting policies within county agencies that achieve equity, fairness, and opportunity for all.

# OFFICE STAFFING

The community survey asked respondents about the composition of Office staff. The majority expressed a desire to staff the Office with community members. 48.2% of respondents voiced this preference over 31.9% of respondents who preferred county employees and 16.7% who favored appointees.

The Core Committee recommends that ORESJ build a staff that includes 13 full-time positions and two advisory boards by the end of the third year. This staff size is comparable to other Justice Equity Diversity and Inclusion (JEDI) offices. Multnomah County in Oregon (pop. 810,000) has a staff of 7 people. King County in Washington (pop. 2.25 million) has a staff of 19 people. Sonoma County (pop. 406,800) has a staff of five people.

The illustration below provides an organizational chart. The illustration is color-coded to reflect how the Core Committee expects to see the staff built over the three- year period.



## YEAR ONE

The positions that should be filled in the first year include:

- Two Office Co-Directors: One director coordinating with county departments and one director working with the community.
- A Reconciliation Coordinator
- A Language Equity Coordinator
- A Data Analyst
- A Budget and Policy Analyst

The two Co-Directors shall be hired first. They will then lead the formation of the office and the hiring of additional staff.

## YEAR TWO

ORESJ shall hire a Communications Specialist and a Participatory Budget Coordinator.

Additionally, the ORESJ shall create a Lived Experience Community Advisory Board, composed of 20 residents who have been directly impacted by system harms, with four representatives from each county region. These positions would include permanent seats for people representing faith, education, labor, and youth perspectives. This Board is a key pivot in centering community direction and oversight. It is vital that community members—particularly those impacted by system harms and varied forms of marginalization—anchor, author, and authorize the work of this Office. In order to ensure that the Lived Experience Community Advisory Board empowers residents to drive change in internal county culture, we recommend adopting the Spectrum of Community Engagement to Ownership model developed by Rosa Gonzalez & Facilitating Power, which is being utilized, demonstrated, and embraced by the City of Richmond’s Race Equity Team as well as by the Healthy Contra Costa initiative (see Appendix C).

The Core Committee envisions that its members will serve as an advisory board through the first year, after which time that role will transition to the Lived Experience Community Advisory Board. Membership would be rotated until the new board reflects the recommended range across regions and community sectors.

## YEAR THREE

ORESJ shall create four Racial Equity Zones (REZ) in the third year. These zones will respectively represent the west, south, central, and east regions of the county. In order to staff these Zones, ORESJ will hire four regional champions, one for each Zone. The Core Committee envisions that these Zones will function like Rhode Island’s Health Equity Zones. The Zones will liaise with the Board of Supervisors yet operate as independent entities. They will serve a strategic role in implementing ORESJ policies and priorities. They will also solicit pushback and feedback from community members within their respective regions in order to improve community services and outcomes. Finally, each Racial Equity Champion will act as an ombudsperson responsible for fielding complaints about county agencies from community members.

ORESJ shall also create a Racial Equity fellowship program for university students who can aid the Office with ongoing research and evaluation. These fellows will be chosen from impacted communities and will create an employment pipeline into policy research.

# PHASED STAFFING BUDGET

Based on our research, staff should be hired at the following salary levels.

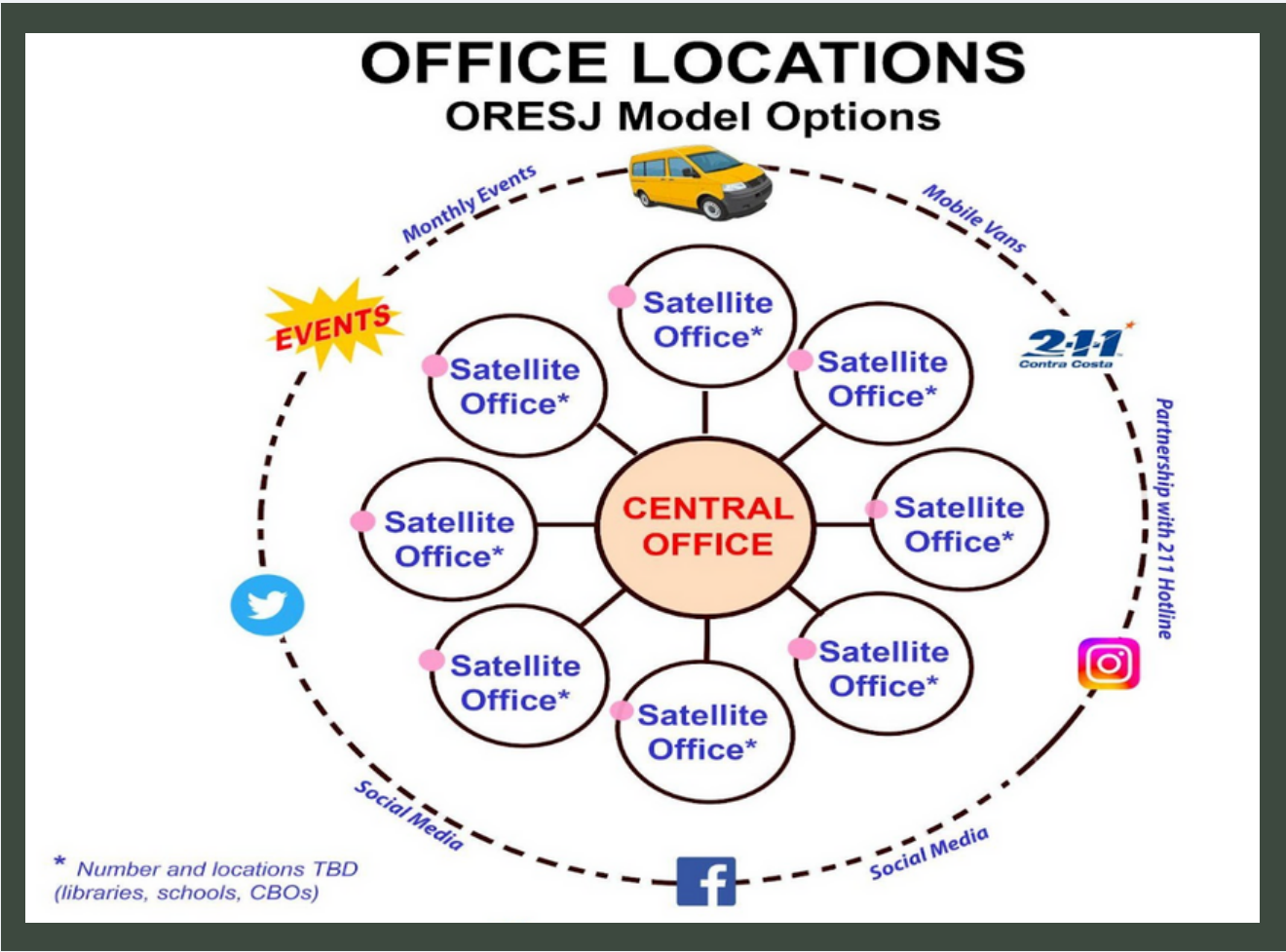
<b>POSITION</b>	<b>Min</b>	<b>Max</b>	<b>Code</b>
<b>CO-DIRECTOR (INTERNAL COUNTY FOCUS)</b>	197,000	240,000	NAA1
<b>CO-DIRECTOR (COMMUNITY FOCUS)</b>	197,000	240,000	NAA1
<b>RECONCILIATION COORDINATOR</b>	119,000	145,000	7AGB
<b>LANGUAGE EQUITY COORDINATOR</b>	119,000	145,000	7AGB
<b>DATA ANALYST</b>	77,000	120,000	ADVB
<b>BUDGET AND POLICY ANALYST</b>	77,000	120,000	ADVB
<b>COMMUNICATIONS SPECIALIST</b>	119,000	145,000	7AGB
<b>PARTICIPATORY BUDGET COORDINATOR</b>	119,000	145,000	7AGB
<b>RESOURCE SPECIALIST (FUND DEVELOPMENT)</b>	128,000	164,000	7BFA
<b>RACIAL EQUITY CHAMPION (WEST)</b>	128,000	164,000	7BFA
<b>RACIAL EQUITY CHAMPION (SOUTH)</b>	128,000	164,000	7BFA
<b>RACIAL EQUITY CHAMPION (CENTRAL)</b>	128,000	164,000	7BFA
<b>RACIAL EQUITY CHAMPION (EAST)</b>	128,000	164,000	7BFAI

# OFFICE STRUCTURE

Based on our survey results, community members have split opinions about where the Office should be located. 39.6% of respondents would like to see offices established within their supervisorial districts, 28.7% would like to see a central office, and 12.9% would like to see mobile offices.

In response to this input, the ORESJ recommends establishing a central office, with community outreach efforts achieved through:

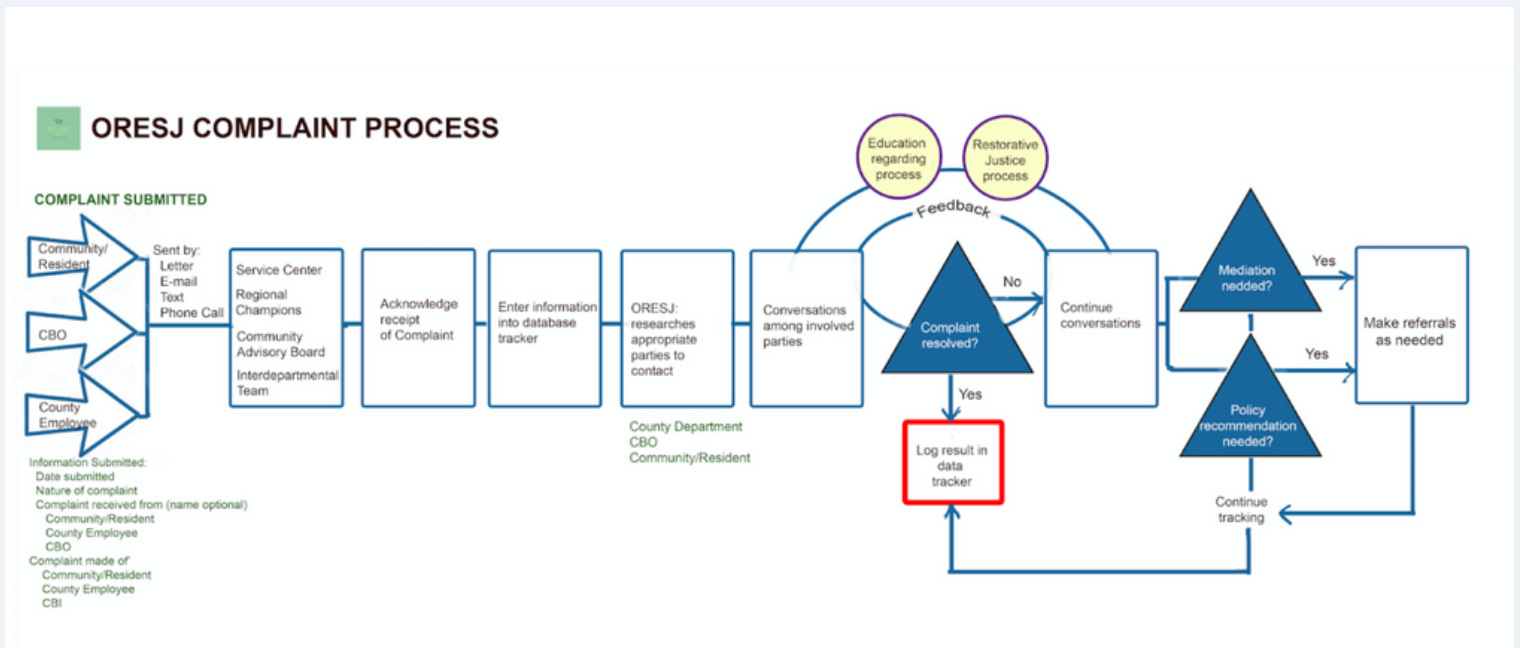
- A mobile van
- Satellite office hours at libraries, schools, and partner Community-Based Organization’s
- Monthly community events
- Social media and communications pipelines
- Partnership with the county’s 211 Hotline





# ORESJ COMPLAINT PROCESS

Establishing a process to receive and act upon community complaints represents one of the most critical tasks for the Office’s first year. Community members who attended ORESJ listening sessions, answered the survey, and attended community cafés identified developing a robust new complaint process—one they can trust—as a top priority. A preliminary plan for this process is provided below. The ORESJ Co-Directors should review this plan, subsequently share it at a public meeting to solicit feedback from community members, and implement it as soon as possible.



# SUMMARY OF CORE COMMITTEE RECOMMENDATIONS TO THE BOARD OF SUPERVISORS

The Core Committee recommends that:

1. In the Office's first year, ORESJ shall hire the following positions:

- Two Co-Directors: one Director to focus on coordinating and expanding the equity work of County Departments and one Director to focus on working more directly with the community. An Equity Committee of the Board of Supervisors (the existing Hiring Outreach Oversight Committee will be expanded in scope and re-named the Equity Committee) will work with the County Administrator's Office to develop the hiring process for the two Co-Directors with meaningful community input. The Co-Directors will lead the efforts to form the ORESJ and hire the remaining staff.
- Language Equity Coordinator to finalize development and implementation of a Countywide Equity Language Plan to ensure that residents and families have a meaningful and equitable opportunity to apply for, receive, participate in, and benefit from services offered by County departments.
- Reconciliation Coordinator to focus on strategies and actions to address historical harms and inequity
- Data Analyst
- Budget and Policy Analyst

2. The ORESJ shall be established as a separate County department that reports directly to the Board of Supervisors with regular oversight by the Board of Supervisors Equity Committee; the Equity Committee shall ensure that the ORESJ is effectively staffed and operated to achieve the objectives of the Office.



3. ORESJ will establish a central office, mobile offices, and four regional Racial Equity Zones to be implemented over three years.

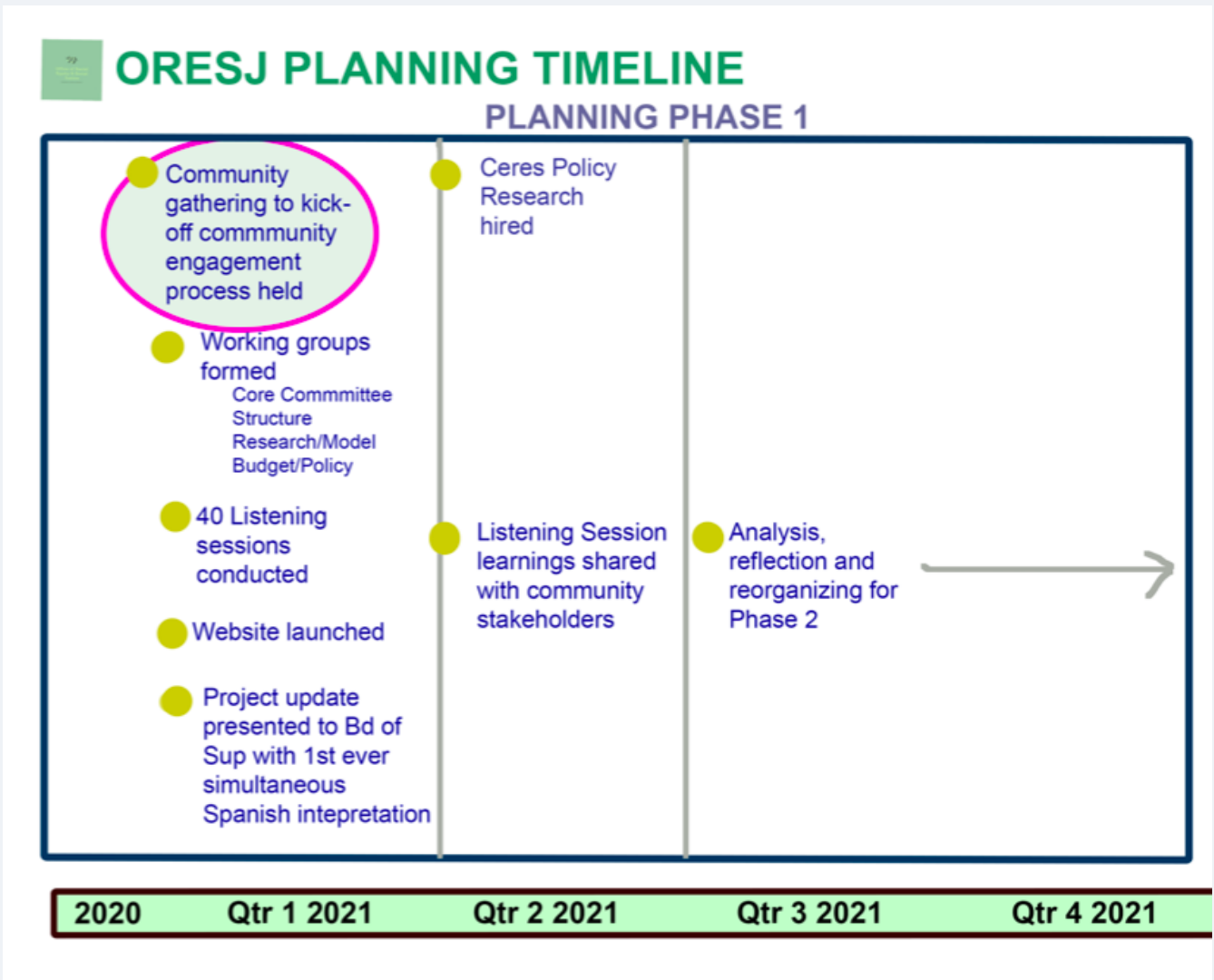
4. Upon the hiring of the ORESJ Co-Directors, the ORESJ shall form an interdepartmental committee of representatives from each County department. This interdepartmental committee shall assess, support, and coordinate existing equity efforts across the County and develop a plan to expand this equity work in partnership with the County Administrator's Office and the Board of Supervisors.

5. In order to create continuity within ORESJ governance, the CORE Committee shall serve as an advisory body to ORESJ until the office is fully phased into the Lived Experience Community Advisory Board (as described on page 36) in the office's second year.

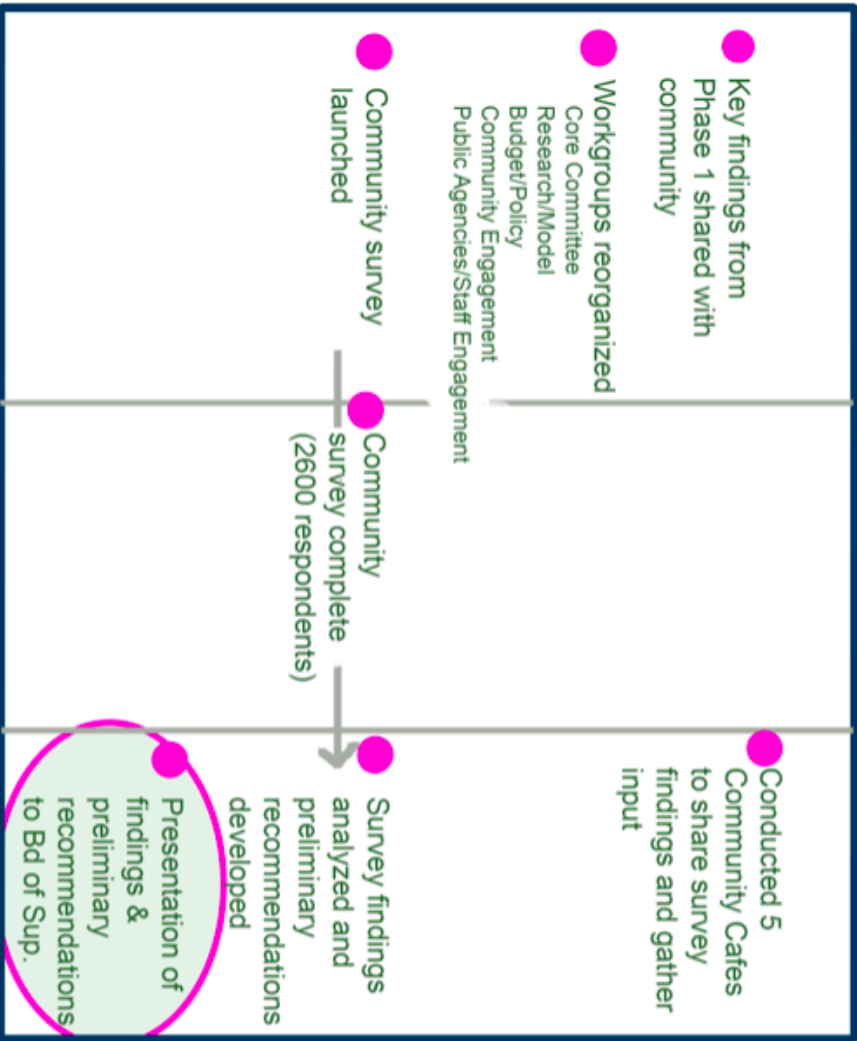
6. The ORESJ will work with the County Administrator's Office and the Board of Supervisors Equity Committee to develop a plan to implement the other recommendations in the CORE Committee Report.

# APPENDIX A

## PLANNING TIMELINE



## PLANNING PHASE 2



## YEAR 1 IMPLEMENTATION

- As Year 1 implementation begins, Core Committee:
  - Continues supporting stewarding the office launch
  - Continues in its role, and adapts as needed, as an accountability entity
  - Synergizes and integrates its efforts with other existing initiatives and coalitions

Qtr 1 2022

Qtr 2 2022

Qtr 3 2022

Qtr 4 2022 and Beyond

# APPENDIX B

## PRELIMINARY RECOMMENDATIONS MADE TO BOARD OF SUPERVISORS IN JUNE 2021

The following recommendations were presented to the Board of Supervisors in June 2021 by the Core Committee.

In order to achieve a more just County, the Core Committee recommended that the supervisors:

- Work with the Host Table to support and attend Listening Sessions for residents in your Districts.
  - Launch language interpretation at all Board of Supervisors Meetings and Commission meetings (the choice of languages should be Census threshold languages).
  - Establish land and labor acknowledgments at all Board of Supervisors and Commission meetings.
  - Establish a Reparations Task Force to study and make proposals for Reparations for African Americans in Contra Costa County.
  - Commission a research study into the historical and contemporary impacts and costs of racism in Contra Costa County.
    - Research study should include the Board of Supervisors, Board of Supervisors staff, and Department/Division Heads participating in education on the racial harms of the areas and sectors of work the County oversees, including health systems, criminal legal/justice systems, law enforcement, child welfare, social services, behavioral health, early childhood education, elections, planning and land use, and transportation.
  - Work with the Host Table to research and learn from models and approaches in other jurisdictions.
-

# APPENDIX C

## LANGUAGE ACCESS PLAN HISTORY

Contra Costa County has a population of approximately 1.1 million residents and ranks among the most diverse counties in the United States. Among residents over 5 years old, 37% speak a language other than English at home. Contra Costa County is committed to being a welcoming county to all people, and to demonstrating cultural competence in providing access to all county programs.

The objective of this Countywide Language Equity Plan (CLEP) is to ensure that current and prospective residents and families have a meaningful and equitable opportunity to apply for, receive, participate in, and benefit from the menu of services offered by County agencies.

Contra Costa County is committed to delivering quality services to Contra Costa County residents in their preferred language, regardless of their ability to communicate in English. All County agencies shall provide language services as needed to ensure that people with a language preference other than English have meaningful and equitable access to County services and civic participation. A County agency is defined as any County-governed department or entity that is organized and funded by the County of Contra Costa, including but not limited to all County departments and offices, and County Administration.

In November 2020, The Contra Costa County Board of Supervisors authorized the development of an Office of Racial Equity and Social Justice (ORESJ) that would launch after being informed by a thorough community engagement process. ORESJ's goal is to enact and sustain principles, policies, practices, and investments that are racially just and equitable across all County departments and divisions.

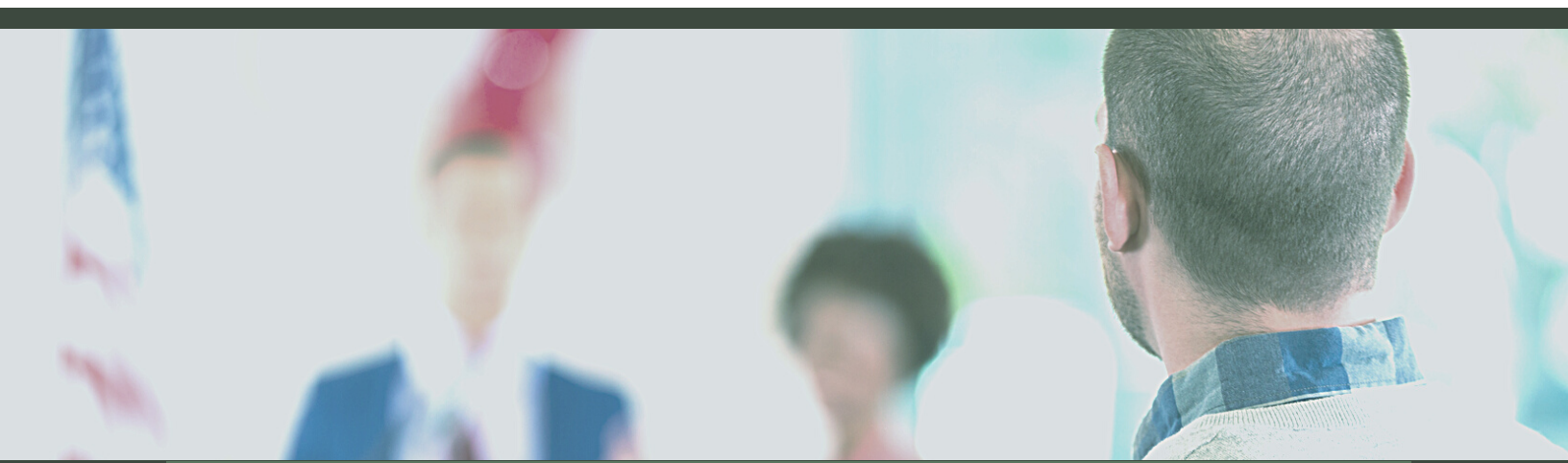
Also in November 2020, Contra Costa County was awarded the Gateways for Growth technical assistance grant to write a Contra Costa County Welcoming Plan for Immigrant Inclusion and to create a draft Contra Costa County Language Access Plan. The Contra Costa County Board of Supervisors assigned County staff to complete the work of the grant between January and December 2021. The Board of Supervisors published initial versions of the Welcoming plan and Draft Language Access Plan in December 2021.

After the conclusion of the Gateways for Growth grant program, the work of revision and implementation of a Countywide Language Equity Plan (CLEP) was integrated into the Office of Racial Equity and Social Justice community planning process, as the ORESJ will hold responsibility for the implementation, evaluation, and stewardship of this Countywide Language Equity Plan (CLEP). This plan integrates the work of the Gateways for Growth process with the model recently adopted by the City of Los Angeles in their FY22-24 Citywide Language Access Plan (see [https://bit.ly/coco\\_lang\\_equity\\_2022](https://bit.ly/coco_lang_equity_2022) for the October 2022 draft of the plan).

One of the defining markers of Contra Costa County's diversity is the number of languages spoken in the County. This presents both benefits and challenges in promoting and advancing the economic, cultural, social, and political well-being of multilingual immigrant and refugee communities, as well as deaf, deaf-blind, and hard-of-hearing communities.

Individuals who do not speak English as their primary language and who have limited ability to read, speak, write, or understand English, are herein referred to as persons with Language Preference Other than English (LPOE). Contra Costa County commits to strengthening language access & equity to ensure the full inclusion and belonging of our LPOE communities representing languages from all over the world. In order to achieve this objective, a robust language equity program is necessary to ensure that the County implements best practices and processes to provide meaningful and equitable access to all County programs and services.

Language Access and Language Equity Plans are designed to create uniformity in the provision of meaningful access and equity at a Countywide level and to provide guidance to County departments in creating or updating their individualized Department Language Equity Plan (DLEP), as well as in designing future budget requests to ensure compliance with the Countywide Language Equity Plan.





# APPENDIX D

## LOCAL EXAMPLE OF UTILIZATION OF THE SPECTRUM OF COMMUNITY ENGAGEMENT TO OWNERSHIP IN CONTRA COSTA COUNTY:

### THE CITY OF RICHMOND'S WORKSHOP AND RESIDENT AMBASSADORS OF THE RACE EQUITY TEAM

In October 2020, the City of Richmond's Race Equity Team (also known as the GARE team) and Healthy Contra Costa (formerly known as Healthy Richmond) hosted a half-day virtual workshop facilitated by Rose Gonzalez of Facilitating Power, who developed the Spectrum of Community Engagement to Ownership in partnership with multiple communities advancing racial equity through centering resident voice and power. The purpose of the workshop was to create a space for collaborative learning and capacity building to promote equitable community engagement and fair outcomes for all Richmond residents, by centering on historically marginalized groups impacted by structural racism. The workshop was attended by more than 60 participants representing a diverse array of stakeholder types, including community-based organizations, various departments of the City of Richmond, Contra Costa Health Services, West Contra Costa Unified School District, and resident leaders.

Based on the workshop, the general community highlighted many ***barriers to authentic participation*** due to **limiting practices, beliefs/bias/racism, information & training, language, technology & transportation, political power, and the dominant economic paradigm.**

Despite these challenges, in order to overcome the identified barriers and improve the cultural practices, and change/build institutions or systems, the community also brainstormed ideas, actions, & next steps. Their recommendations included themes related to cultivation of equitable housing opportunities, enhancement of the community equity profile, assessment and improvement of diversity in Boards & Commissions, utilization of a racial equity tool to determine local budgets, application of a racial equity lens to improve hiring and human resources practices, development of a framework for equitable community engagement, and establishment of practices for equitable policy development and racial equity departments in each major jurisdiction.

In particular, as part of the ideas under “establishment of practices for equitable policy development & racial equity departments in each major jurisdiction,” one of the statements highlighted the need to “Build on the Y-PLAN model; we have a relationship with students, it will create agency in their school, education, etc. Don’t wait for students to engage because it will translate beyond their schools.” In another idea under “development of a framework for equitable community engagement”, highlighted the need to have “programs that facilitate pathways to decision making” and to have “capacity training and compensation for time and voice. And acknowledge their work. Give residents credit.” Recently, the City of Richmond articulated the foundations to start building on these recommendations by allowing residents to engage and take action at their monthly Race Equity Team meetings.

In August 2021, in order to pipeline and train Y-PLAN and Literacy for Every Adult Program (LEAP) alumni into the City of Richmond’s (CoR) Race Equity Team Resident Ambassador Program, Healthy Contra Costa and LEAP launched the Y-PLAN Bridge Program, a one-week training series with 1.5-hour daily sessions. During these sessions, facilitators shared practical tools and conceptual knowledge to help participants understand how their positions as resident ambassadors and visions of equity in its all forms (health, racial, housing, etc.) are associated with institutional/systems change, the political landscape, policy advocacy, and community power.

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After the completion of the program, in September 2021, resident ambassadors were able to finally join the monthly City Race Equity Team meetings. Resident Ambassadors, Healthy Contra Costa, and partners from LEAP (Literacy Program Manager who worked closely with the resident ambassadors during their participation in LEAP and the Y-PLAN Adult Projects) and Advance Peace (a former staff member of the City of Richmond and devoted Race Equity Team member) were learning and engaging in discussions related to the City of Richmond's Race Equity Action Plan (REAP). To summarize, the REAP is focused on fixing or telling the city how to fix its practices and processes in a way that benefits the community in an actionable and equitable way. It is a guide or instrument used to promote and embrace race and equity in all its forms. There are 4 goals to the REAP and each goal has a set of community indicators, outcomes/actions, timeline, accountability, performance measures, progress, participant priority ratings, and council values.

In order to influence this plan, resident ambassadors have been meeting frequently with Healthy Contra Costa and their Economic Justice Action Team partners to receive support and guidance, and to strategize on improving practices related to community engagement, so that the Richmond community is aware that resident ambassadors and the Race Equity Team exists and that resident voices should be embedded in the plan. An idea from the group was to host monthly virtual "community buzz" cafes on race equity, starting in January 2022, where the team of resident ambassadors and partners plan and facilitate discussions with community members by unpacking the goals and their respective actions. Based on what was heard from the community, the team will synthesize the responses from the cafes and create recommendations to inform the REAP and overall policies and practices of the local jurisdiction system.

In addition to influencing the REAP, resident ambassadors have built individual and collective power. Through speaking their truths and receiving authentic acknowledgment from city staff regarding their new positions as resident ambassadors, they have been able to expand their sphere of influences and connections to those who can advance their previous advocacy and equity efforts in areas of interest and passion. In particular, resident ambassadors also participated in research and accountability meetings with the City of Richmond's Planning Division staff, who hold a major level of responsibility in integrating the recommendations (intended to improve resources, meaningful community engagement, cleanliness, communication, safety, community spaces, 'rent-to-own' programs, etc.) from the Final Policy Brief Y-PLAN Adult Project for the Nystrom Village Housing Project 2019 into the Request for Proposals of the future Nystrom redevelopment. Resident ambassadors have also been able to advance their interests to prioritize the well-being of Nystrom residents and others who may be facing housing issues by meeting, sharing recommendations, and posing questions to other relevant decision-makers and stakeholders such as the Richmond Neighborhood Housing Services and Project Managers of the Community Benefits Policy Development.

Strong values and positive outcomes have emerged all over the state of California when community members are centered and empowered in decision-making spaces. In a recent study titled "People Power for Public Health" by the California Pan-Ethnic Health Network (CPEHN), based on findings from a statewide survey (n=913), county listening sessions (5 counties, n=416), and community leader interviews (n=12), the report stated, "CPEHN's racial equity analyses of American Rescue Plan Act (ARPA) spending by counties demonstrated that robust community engagement was positively associated with just funding allocations. A key tenet of People Power for Public Health is the need for a just allocation of governmental spending at the local and statewide levels to communities of color. This is needed to help communities recover not only from the pandemic but also the systemic racism and disinvestment that have harmed the health and economic well-being of these communities...A Just Allocation means INCREASED AND CONTINUOUS INVESTMENT in historically/currently disinvested communities and the organizations that serve these communities, DECREASED INVESTMENT IN SYSTEMS THAT ARE HARMFUL AND VIOLENT towards marginalized communities, (and) PARTICIPATORY BUDGETING PROCESSES that meaningfully include communities in shaping their local budgets" (CPEHN, 2022).

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It is possible to strengthen and transform our local democracies by inviting, centering, supporting, incentivizing, and sustaining community members to be meaningfully involved and engaged at the tables of decision-making. When creating a base of residents to advance these efforts, robust outreach, recruitment, and training must take place, and an internal system of care must be cultivated to respond to, vent about, and heal from the traumas imposed by systems and structural racism. This facilitates relationship and trust-building between the community and their local jurisdiction. Improving the current windows of opportunity and increasing the number of opportunities for community members to be meaningfully engaged and take part in civic leadership will also significantly amplify community power and system accountability in an equitable manner. Residents are the ones directly impacted by the decisions, practices, policies, programs, and culture of our institutions and systems, systems which have historically and to this day exclude many of those who face cumulative burdens and come from marginalized backgrounds. In order to improve residents' quality of life, well-being, and living environment and advance equity for all of our community members, we need to center and empower the most impacted residents and create new spaces and improve current spaces for them to directly be part of and lead decision-making. This work to create pathways to resident decision making is relevant to ORESJ, Reimagine Safety CC, Budget Justice Coalition, and other initiatives.

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Acknowledgment: Thank you to Dante Angel Miguel, Roxanne Carrillo-Garza, Abigail Sims-Evelyn, Trina Jackson-Lincoln, and Johann Fragd for authoring this case study and providing a local model for the entire county to learn from.

## RELEVANT SOURCES:

City of Richmond Workshop Evaluation 2020

[https://docs.google.com/document/d/14NM3QZdwkAsn\\_XYpNXIlgSiTFI66dvaOZ/edit#heading=h.tyjcwt](https://docs.google.com/document/d/14NM3QZdwkAsn_XYpNXIlgSiTFI66dvaOZ/edit#heading=h.tyjcwt)

The Spectrum of Community Engagement to Ownership

<https://movementstrategy.org/wp-content/uploads/2021/08/The-Spectrum-of-Community-Engagement-to-Ownership.pdf>

Nystrom Village Housing Project 2019

<https://dl.airtable.com/.attachments/2e9d157b29ea4ed967d6138bb5bbcd11/4c3effa0/FinalPolicyBriefY-PLANAdultProject-NystromFall2019.pdf>

Community Benefits Policy Development

<https://www.ci.richmond.ca.us/4126/Community-Benefits-Policy-Development>

California Pan Ethnic Health Network People Power for Public Health August 2022

<https://cpehn.org/assets/uploads/2022/08/CPEHN.PeoplePowerForPublicHealthReport-FINAL.pdf>

- “CPEHN’s racial equity analyses of American Rescue Plan Act (ARPA) spending by counties demonstrated that robust community engagement was positively associated with just funding allocations (CPEHN, 2022). A key tenet of People Power for Public Health is the need for a just allocation of governmental spending at the local and statewide level to communities of color. This is needed to help communities recover not only from the pandemic but also the systemic racism and disinvestment that have harmed the health and economic wellbeing of these communities. In addition, we recommend statewide accountability measures to ensure that county budget allocations are responsive to community needs and that community members are involved in funding allocation decisions.”
    - “A just allocation means...
      - INCREASED AND CONTINUOUS INVESTMENT in historically/currently disinvested communities and the organizations that serve these communities
      - DECREASED INVESTMENT IN SYSTEMS THAT ARE HARMFUL AND VIOLENT towards marginalized communities
      - PARTICIPATORY BUDGETING PROCESSES that meaningfully include communities in shaping their local budgets.”
-



Contra  
Costa  
County

To: Board of Supervisors  
From: Esa Ehmen-Krause, County Probation Officer  
Date: October 25, 2022

Subject: Orin Allen Youth Rehabilitation Facility

---

**RECOMMENDATION(S):**

APPROVE the closure of the Orin Allen Youth Rehabilitation Facility, (the “Ranch”) located at 4491 Bixler Rd. in the unincorporated area of Byron, California.

DIRECT the County Probation Officer to move to close the facility in accordance with the timeline included in the Staff Report included with the Board Order.

**FISCAL IMPACT:**

The operating expenses for Orin Allen Youth Rehabilitation Facility total approximately \$6,546,500 for fiscal year 2022-23. The latest estimate on deferred maintenance needs is \$5.4 million based on the facility condition assessment report completed by Gordian in 2021. Additionally, the average annual maintenance for the facility is \$595,579.

**BACKGROUND:**

The Orin Allen Youth Rehabilitation Facility (OAYRF,) is a discretionary residential commitment program for adolescent males located at 4491 Bixler Rd. in unincorporated Byron, California. This Probation Department facility operates as county juvenile ranch, as per the

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: 10/25/2022  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: October 25, 2022

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

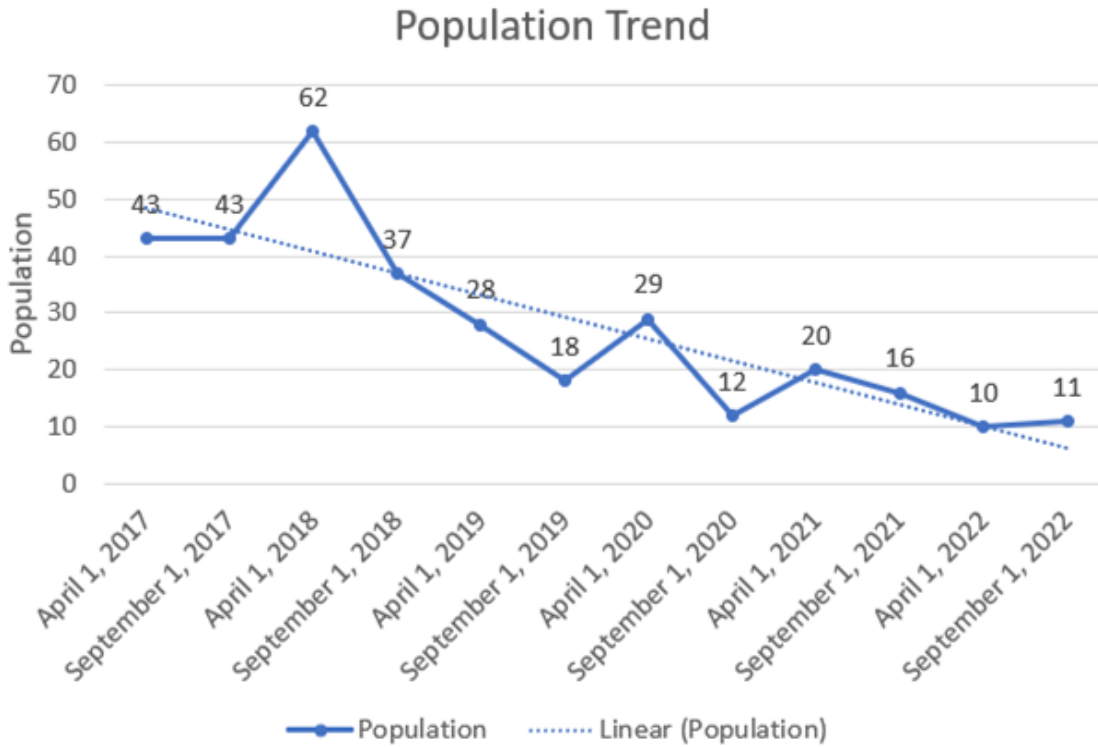
Contact: Esa Ehmen-Krause,  
925-313-4188

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Welfare and Institutions Code §881. As designed, OAYRF is considered minimum security, and is intended to serve low to moderate risk youth. This facility has a Board of State and Community Corrections rated bed capacity of 100, however emerging research related to adolescent brain develop, and increased investments in community programming and services has impacted trends in both charging and sentencing “delinquent” youth. This has resulted in a reduced reliance on juvenile incarceration and a steady decline in the population at OAYRF.



In addition to the reduction in population, deferred maintenance has resulted in the need for significant repairs, updates, and renovations, which have been estimated to be \$5.4 million based on the most recent estimates.

There are currently 36 Probation Department staff assigned to OAYRF, which could be reassigned throughout the Department. Senate Bills 823 and 92 have precipitated the mandated need for increased officers to support the programs and services for realigned youth.

The Briones Youth Academy, Community Path allows youth the opportunity to engage in the same comprehensive evidence-based programs and services that they would have received at Orin Allen, while remaining at home, in their communities. This minimizes the disruption and impact on youth and families, allowing them to focus on rehabilitative services. The Probation Department, in partnership with community based providers, would see youth seven days a week, and will transport youth to regional locations, three nights a week for cognitive behavioral group programming, as well as provide access to the same recreational program options, such as sailing and hiking trips, on the weekends. Intensive, home-based family therapy, and the ability to serve girls, are two additional advantages of the BYA, Community Path that are unable to be replicated at the Orin Allen Youth Rehabilitation Facility.

CONSEQUENCE OF NEGATIVE ACTION:

The Probation Department will continue to invest resources operating an underutilized facility, and will not be able to fully implement the programs required by Senate Bills 823 and 92.

ATTACHMENTS

Probation Presentation



# Contra Costa County Probation Department



**Esa Ehmen-Krause, Chief Probation Officer**

# Briones Youth Academy



## Secure Track Path

- Youth previously eligible to go to DJJ
- 707(b) Serious &/or violent felonies
- Court ordered

## Commitment Path

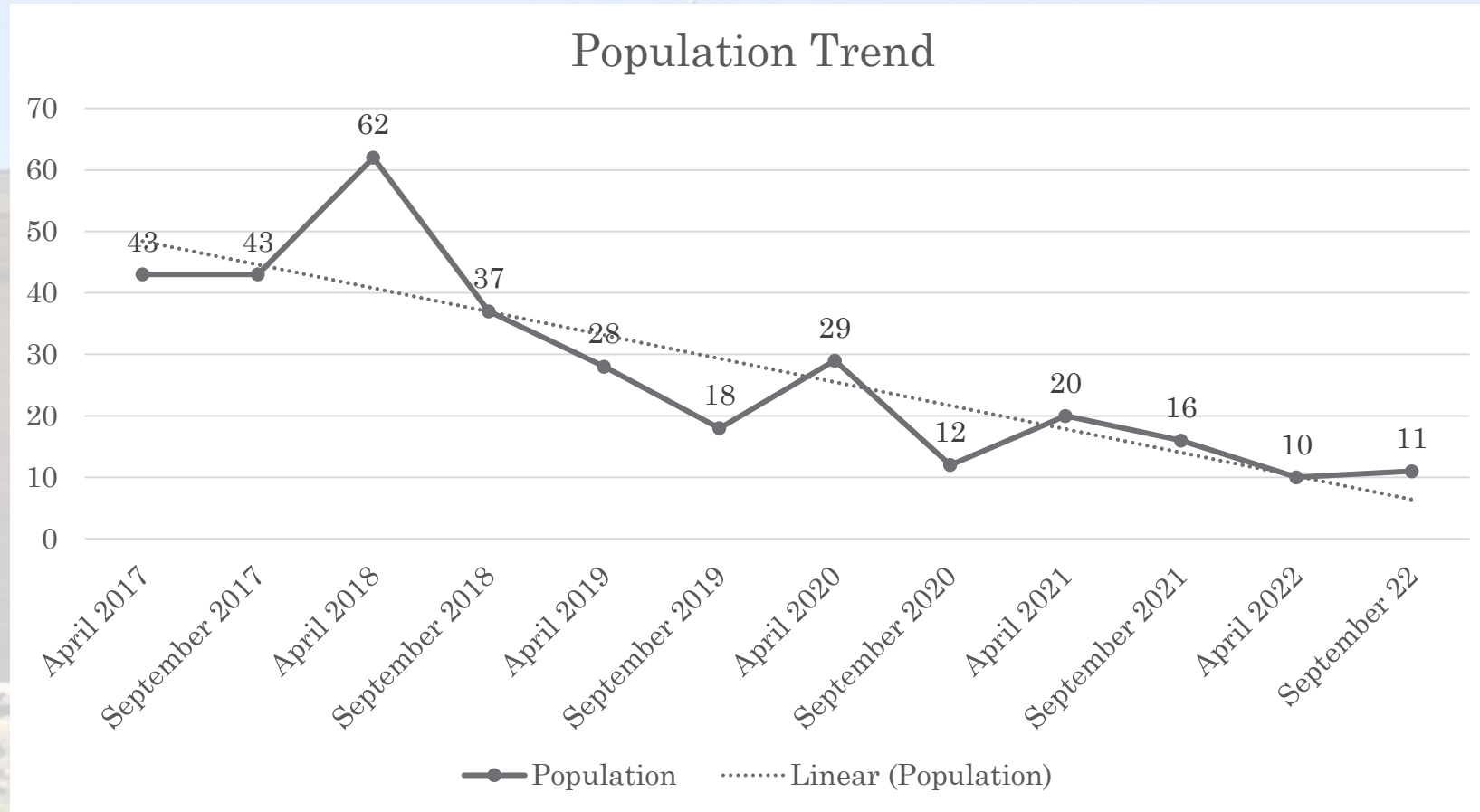
- Replaced Youthful Offender Treatment Program
- 6, 9, or 12 month program
- Court ordered

## Community Path

- Home-Based Program
- Alternative to Orin Allen Youth Rehabilitation Facility
- Individualized
- Suitable\* for low to moderate risk youth
- Court Ordered
- May be used as court ordered "Step-Down" for Secure Track



# Orin Allen Youth Rehabilitation Facility



# Orin Allen Youth Rehabilitation Facility

Year	Commitments	Recidivism Rate
2019	72	72.2%
2020	33	54.5%
2021	26	76.9%
2022	18	-



# Orin Allen Youth Rehabilitation Facility

FY 22-23 Budget - \$6.5 million

Deferred Maintenance - \$5.4 million

Avg Annual Maintenance - \$0.6 million



# Multi-Use Central Youth Campus

- Trauma Informed Design, Trauma Responsive Program
- Natural Lighting
- Hope and Healing Centered
- Enhanced Programming, Academic & Career Technical Educational Space
- State of the Art
- Robust Family Engagement



# Proposed Transition Plan

30 - 45 Days	45-60 Days	90 Days	2023	2024-2029
Notice staff, youth, families, and stakeholders	Return youth to community (based on program completion & individual needs)	Fully implement Briones Youth Academy program model	Conduct community forums surrounding campus "vision"	Embark on multi-year demo and construction efforts
Assess outstanding youth needs & finalize transition/reentry plans	Work with Labor Relations to transition staff to alternate work assignments		Seek Approval to Proceed from Board of Supervisors for central youth campus	Open Multi-Use Youth Campus
Meet with families and caretakers to prepare and plan for any outstanding needs			Engage in ongoing planning for central youth campus	





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 25, 2022

**Subject:** Prohibit parking on the south side of Willow Pass Road (Road No. 5181), Bay Point area.

---

**RECOMMENDATION(S):**

ADOPT Traffic Resolution No. 2022/4526 to prohibit stopping, standing, or parking at all times, except for those vehicles of individuals with disabilities (blue curb) on the south side of Willow Pass Road (Road No. 5181), beginning at a point 145 feet east of the east curb line prolongation of Alberts Avenue (Road No. 5385F), and continuing easterly a distance of 20 feet, as recommended by the Public Works Director, Bay Point area.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Public Works Traffic Engineering was contacted by a resident requesting a residential disabled parking space. Traffic Engineering staff responded by conducting an assessment, including a field visit to 3445 Willow Pass Road in Bay Point. The onsite assessment confirmed that the property in question did not have a driveway. Evidence of disability by the resident was also provided. Therefore, since the minimum criteria was met to designate a disabled persons parking space in front of the requestor’s residence, it is recommended the action to restrict parking for only disabled users be granted.

**CONSEQUENCE OF NEGATIVE ACTION:**

Parking will remain unrestricted at this location.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Monish Sen, 925.313.2187

By: , Deputy

cc:



ATTACHMENTS

Traffic Resolution  
2022/4526

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

Adopted this Traffic Resolution on October 25, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2022/4526  
Supervisorial District V

**SUBJECT:** Prohibit parking at all times, except for those vehicles displaying a special identification license plate or distinguishing placard issued to those individuals with disabilities, on a portion of Willow Pass Road (Road No. 5181), Bay Point area.

The Contra Costa County Board of Supervisors **RESOLVES** that:

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

Pursuant to Sections 22507 and 22511.7 of the California Vehicle Code declaring parking to be prohibited at all times, except for vehicles of individuals with disabilities (blue curb), on the south side of Willow Pass Road (Road No. 5181), beginning at 145 feet east of the east curb line prolongation of Alberts Avenue (Road No. 5385F), and continuing easterly a distance of 20 feet, Bay Point area.

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

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

JS:sr

Orig. Dept: Public Works (Traffic)  
Contact: Monish Sen (925-313-2187)

cc: California Highway Patrol  
Sheriff Department

By \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 25, 2022

**Subject:** APPROVE and AUTHORIZE the execution of a Blanket Purchase Order with International Coatings Company, Inc., for traffic striping material and paint.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a blanket purchase order with International Coatings Company, Inc., in an amount not to exceed \$750,000, for thermoplastic traffic striping material and rapid dry waterborne paint, used for road maintenance work, for the period November 1, 2022 through October 31, 2025, Countywide.

**FISCAL IMPACT:**

100% Local Road Funds.

**BACKGROUND:**

The Public Works Maintenance Division maintains over 600 miles of County roads. For the reasons of motorist and public safety, and implementing federal and state mandates, the Maintenance Division applies traffic striping for center lines, shoulder lines, stops, limit bars, crosswalks, and all road markings. In addition, rapid dry waterborne paints help protect the watershed, the environment, and the public. The County issued Invitation for Bid (IFB) 2206-573 for thermoplastic traffic striping material and rapid dry waterborne paint. International Coatings Company, Inc., was one of the companies selected.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Richard Herd, (925) 313-7012

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this blanket purchase order may prevent the Public Works Department from completing routine and emergency road maintenance in a timely manner.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 25, 2022

**Subject:** APPROVE and AUTHORIZE the execution of a Blanket Purchase Order with Ennis Flint, Inc., for traffic striping material and paint.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a blanket purchase order with Ennis Flint, Inc., in an amount not to exceed \$750,000, for thermoplastic traffic striping material and rapid dry waterborne paint, used for road maintenance work, for the period November 1, 2022 through October 31, 2025, Countywide.

**FISCAL IMPACT:**

100% Local Road Funds.

**BACKGROUND:**

The Public Works Maintenance Division maintains over 600 miles of County roads. For the reasons of motorist- and public safety, and implementing federal and state mandates, the Maintenance Division applies traffic striping for center lines, shoulder lines, stops, limit bars, crosswalks, and all road markings. In addition, rapid dry waterborne paints help protect the watershed, the environment, and the public. The County issued Invitation for Bid (IFB) 2206-573 for thermoplastic traffic striping material and rapid dry waterborne paint. Ennis Flint, Inc., was one of the companies selected.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Richard Herd, (925) 313-7012

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this blanket purchase order may prevent the Public Works Department from completing routine and emergency road maintenance in a timely manner.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 25, 2022

**Subject:** Contract Amendment No. 1 for the 2021 On-Call Sweeping Services Contract(s) for Various Road Maintenance Work.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Statewide Contracting of America, LLC to extend the term through June 8, 2023 to provide sweeping services to support road maintenance repairs, with no change to the payment limit, Countywide.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

On May 12, 2020, the County awarded an on-call contract for sweeping services with sweepers and operators for various road and flood control maintenance work. The contract has a term of one year, with the option of two one-year extensions.

To retain the services of, and to enable timely payment to Statewide Contracting of America, LLC, the Public Works Director recommends that the Board approve Contract Amendment No. 1. This amendment will extend the completion date of the contract from June 8, 2022 through June 8, 2023. There are no changes to the maximum payment limits.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Richard Herd, (925) 313-7012

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the contract amendment may prevent the Public Works Department from completing routine and emergency road, flood control, and airport maintenance work in a timely manner.





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 25, 2022

**Subject:** Approve the Stormwater Management Facilities Operation and Maintenance Agreement for land use permit LP19-02014, Bay Point area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2022/360 approving the Stormwater Management Facilities Operation and Maintenance Agreement for land use permit LP19-02014, for a project being developed by Contra Costa County Fire Protection District, as recommended by the Public Works Director, Bay Point area. (District V)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 57, for land use permit LP19-02014.

**CONSEQUENCE OF NEGATIVE ACTION:**

The agreement will not be recorded and Contra Costa County may not be in full compliance with its National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Management Discharge Control Ordinance.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Larry Gossett 925.313.2016

By: , Deputy

ATTACHMENTS

Resolution No. 2022/360

Stormwater Management Facilities Operation & Maintenance Agreement and Right of Entry

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 10/25/2022 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2022/360

IN THE MATTER OF approving the Stormwater Management Facilities Operation and Maintenance Agreement for land use permit LP19-02014 (APN 091-030-012), Bay Point area. (District V)

WHEREAS the Public Works Director has recommended that he be authorized to execute the Stormwater Management Facilities Operation and Agreement with Contra Costa County Fire Protection District, as required by the Conditions of Approval for land use permit LP19-02014. This agreement would ensure the operation and maintenance of the stormwater management facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for land use permit LP19-02014, (Fire Station 86) at 10 Goble Drive in the Bay Point area.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

Contact: Larry Gossett 925.313.2016

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

ATTESTED: October 25, 2022

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Ronald Lai, Engineering Services, Deborah Preciado - Engineering Services, Renee Hutchins - Records, Karen Piona- Records, Michelle Mancuso- Watershed Program, Flood Control, John Steere, Watershed Program, Flood Control, Syd Sotoodeh- DCD, Contra Costa Fire Protection District

**Recording Requested By:  
COUNTY OF CONTRA COSTA**

**When Recorded, Return To:  
COUNTY OF CONTRA COSTA  
Contra Costa County Public Works Department  
Attn: County Watershed Program  
255 Glacier Drive  
Martinez, CA 94553**

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**Document Title**

**COUNTY OF CONTRA COSTA**

**COVENANT RUNNING WITH THE LAND,  
STORMWATER MANAGEMENT FACILITIES OPERATION  
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY**

**PROJECT: LP19-2014**

**PROPERTY OWNER(S): Contra Costa County Fire Protection District**

**ASSESSOR'S PARCEL NUMBER(S): 091-030-012**

**COVENANT RUNNING WITH THE LAND,  
STORMWATER MANAGEMENT FACILITIES  
OPERATION AND MAINTENANCE AGREEMENT,  
AND RIGHT OF ENTRY**

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Contra Costa County Fire Protection District and the County of Contra Costa, a political subdivision of the State of California.

**DEFINITIONS**

The following terms used in this Agreement have the meanings specified below:

**County:** The term "**County**" means the County of Contra Costa and its authorized officers, agents, and employees.

**County Engineer:** The term "**County Engineer**" means the Public Works Director for the County or his/her designee.

**Maintain:** The terms "**maintain**," "**maintained**," or "**maintenance**" mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation, condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable County fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

**NPDES Permit:** The term "**NPDES Permit**" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 issued to the County and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

**Operation and Maintenance Plan:** The term "**Operation and Maintenance Plan**" means the Stormwater Control Operation and Maintenance Plan for the Property prepared by RRM Design Group, a California Corporation, and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file at the County Public Works Department.

**Ordinance:** The term "**Ordinance**" means Division 1014 of Title 10 of the Contra Costa County Code (Stormwater Management and Discharge Control), as may be amended from time to time.

**Project:** The term "**Project**" means LP19-2014, which is being developed on the Property by the Property Owner.

**Property:** The term "**Property**" means that real property described in Exhibit A attached to this Agreement.

**Property Owner:** The terms "**Property Owner**" and "**Property Owners**" mean Contra Costa County Fire Protection District, and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Property.

**Stormwater Control Plan:** The term "**Stormwater Control Plan**" means the Stormwater Control Plan prepared by RRM Design Group, a California Corporation, and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file at the County Public Works Department.

**Stormwater Facilities:** The term "**Stormwater Facilities**" means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

## RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.
- B. The County is the owner of Goble Drive and associated storm drain(s) that are in the vicinity of the Property, and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.
- C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.
- D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.
- E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.

- F. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the County and the Property Owner agree as follows:

### **SECTION 1**

**Responsibility for Operation and Maintenance:** The Property Owner represents and warrants that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the County Engineer. The Property Owner shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time.

The Property Owner shall engage a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the County Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe), and
7. Replacement of engineered soil and mulch.

The County Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owner to hire a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owner with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the County Engineer, in which case the decision of the County Engineer shall be final.

The County may require the Property Owner to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the County deems amendments necessary to maintain compliance with the NPDES Permit. In that case, the Property Owner shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the County Engineer for review and approval. All amendments proposed by the Property Owner are subject to the prior, written approval of the County Engineer. Whenever the Property Owner requests amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owner shall pay the County in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the County Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file at the County Public Works Department. The Property Owner shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

## **SECTION 2**

**Inspection by Property Owner:** The Property Owner shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the County, which form(s) will be provided annually to the Property Owner by the County. The Property Owner or a licensed landscape contractor or other licensed professional acceptable to the County Engineer must submit the reporting form(s) to the County Engineer no later than the deadline indicated on the form(s). Upon review, the County may require additional information from either the Property Owner or an appropriately-licensed contractor.

## **SECTION 3**

**Right of Entry and Stormwater Facilities Inspection by the County:** The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.



#### **SECTION 4**

**Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner:** If the Property Owner fails to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance, the County, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The County is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the County. If the County, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owner shall reimburse the County for all the costs incurred by the County, including administrative costs. The County will provide the Property Owner with an itemized invoice of the County's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the County may secure a lien against the Property in the amount of such costs. In addition, the County may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the County from pursuing other remedies against the Property or the Property Owner, including but not limited to those in the Ordinance and the nuisance abatement procedures in Division 14 of Title 1 (or successor provisions) of the Contra Costa County Ordinance Code.

If the Property Owner fails to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, or the Ordinance, the Property Owner shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the County; and (b) the payment of, or reimbursement to the County for, any fines or penalties that may be levied against the County by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owner's failure to properly maintain the Stormwater Facilities. The County may recover such costs, fines, or penalties from the Property Owner in the same manner as provided in the preceding paragraph.

#### **SECTION 5**

**Indemnity:** The Property Owner agrees to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owner or the presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

## **SECTION 6**

**Covenant Running with the Land:** The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit of Goble Drive and associated storm drain(s) and each and every part thereof. Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road(s) and storm drains.

## **SECTION 7**

**Severability:** Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

## **SECTION 8**

**No Dedication for Public Use:** The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the County to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the County of dominion or control over the Stormwater Facilities or the Property.

## **SECTION 9**

**Notices:** All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.

Notices required to be given to the County shall be addressed as follows:

Contra Costa County Public Works Department  
Attention: County Watershed Program  
255 Glacier Drive  
Martinez, CA 94553

Notices required to be given to the Property Owner, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owner that is on file with the Contra Costa County Assessor. The Property Owner may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

**SECTION 10**

**Effective Date and Modification:** This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

**County of Contra Costa**

**Contra Costa County Fire Protection District**

By: \_\_\_\_\_  
Brian M. Balbas, Public Works Director

By:  \_\_\_\_\_  
Lewis T. Broschard III, Fire Chief

**RECOMMENDED FOR APPROVAL:**

Brian M. Balbas, Public Works Director

Attest:

By: \_\_\_\_\_  
Deputy Public Works Director

By:  \_\_\_\_\_  
Title: Deputy Fire Chief

**APPROVED AS TO FORM:**

[Note: Property Owner's signature must be notarized. An authorized person must sign on behalf of a public entity.]

Mary Ann McNett Mason  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

Attachments: Exhibit A (Legal Description)  
Acknowledgment

H:\Public Works\WatershedProgram\OMAg.LP19-2014.docx

## ACKNOWLEDGEMENT

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

State of California

County of Contra Costa

On September 23, 2022, before me, Latonia Ellingberg, Notary Public, personally appeared **LEWIS T. BROSCARD III** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature: \_\_\_\_\_

A handwritten signature in blue ink, consisting of a stylized 'L' and 'E' followed by a large loop, written over a horizontal line.

Latonia Ellingberg

## ACKNOWLEDGEMENT

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

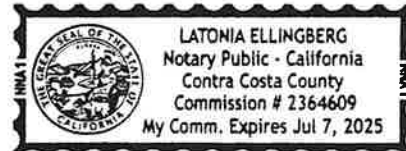
State of California

County of Contra Costa

On September 23, 2022, before me, Latonia Ellingberg, Notary Public, personally appeared **CHARLES STARK** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature: \_\_\_\_\_

Latonia Ellingberg

Willow Pass Road at Goble Drive  
Sale of Excess Land  
PARCEL 1 - Contra Costa County  
DWG. M416-96

EXHIBIT "A"

PARCEL 1: (Fee Title)

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Northwest 1/4 of Section 15, Township 2 North, Range 1 West, Mount Diablo Meridian, described as follows:

Beginning at the most southerly corner of PARCEL 1 (50859-1) as described in the "Final Order of Condemnation," No. C92-01465, filed March 25, 1993 in Book 18381 of Official Records at page 690, records of said County; thence, from the Point of Beginning, along the southwest line of said PARCEL 1 (50859-1) (18381 OR 690), north 58°40'51" west 22.96 feet; thence, leaving last said line, north 16°06'10" west 120.56 feet; thence north 10°11'57" west 212.86 feet; thence north 16°08'06" west 235.92 feet to a point which bears south 25°13'25" east 62.00 feet from Station "WP" 24+96.09, as said "WP" line is shown on the "Project Plans for Construction on State Highway in Contra Costa County, near Concord and Pittsburg, from Willow Pass Road Undercrossing to Bailey Road Undercrossing," Contract No. 04-120294 on file with the State of California, Department of Transportation, said point from which a radial line of a non-tangent curve concave to the southeast, having a radius of 1068.00 feet, bears south 25°13'25" east; thence, northeasterly along the arc of said curve, through a central angle of 7°48'13", a distance of 145.46 feet; thence north 72°34'48" east 239.95 feet; thence, northeasterly along the arc of a tangent curve, concave to the northwest having a radius of 862.00 feet, through a central angle of 3°27'41", a distance of 52.08 feet to a point of reverse curvature; thence, northeasterly, southeasterly, and southwesterly along the arc of said reverse curve, concave to the southwest, having a radius of 27.00 feet, through a central angle of 124°42'33", a distance of 58.77 feet; thence south 13°48'40" west 18.06 feet; thence south 28°29'43" west 31.47 feet; thence south 39°44'42" west 165.77 feet; thence south 49°12'15" east 49.72 feet; thence south 39°29'11" west 260.98 feet to a point from which a radial line of a non-tangent curve, concave to the northwest, having a radius of 1289.93 feet, bears north 38°10'15" west; thence, southwesterly along the arc of said curve, through a central angle of 0°23'32", a distance of 8.83 feet to the most northerly corner of said PARCEL 1 (50859-1) (18381 OR 690); thence non-tangent to said curve, along the southeast line of said PARCEL 1 (50859-1), south 7°04'00" west 264.00 feet to the Point of Beginning.

Containing an area of 2.91 acres of land, more or less.

RELINQUISHMENT OF ABUTTER'S RIGHTS:


The Grantor hereby releases and relinquishes any and all abutter's rights of access along the following described line:

Beginning at the said most southerly corner of PARCEL 1 (50859-1) (18381 OR 690); thence from said point, north 58°40'51" west 22.96 feet; thence north 16°06'10" west 120.56 feet; thence north

10°11'57" west 212.86 feet; thence north 16°08'06" west 235.92 feet to the terminous of said line.

Bearings are based on the California Coordinate System Zone III (CCS83).

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature:   
Licensed Land Surveyor  
Contra Costa County Public Works

Date: 11-18-99



JH sd  
G:\GrpData\Clerical\EXHIBITS\1999\Excess Property Willow Pass Rd @ Goble Drive doc  
9/28/99



Contra  
Costa  
County

To: Board of Supervisors  
From: Greg Baer, Director of Airports  
Date: October 25, 2022

**Subject:** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement with Buchanan Field Airport Hangar tenant

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Diamond West, LLC., for a north-facing hangar at Buchanan Field Airport effective October 13, 2022, in the monthly amount of \$380.00, Pacheco area (District IV).

**FISCAL IMPACT:**

The Airport Enterprise Fund will realize \$4,560.00 annually.

**BACKGROUND:**

On November 14, 2006, the Contra Costa County Board of Supervisors approved the form of the T-Hangar and Shade Hangar Rental Agreement for use with renting the County's t-hangars, shade hangars, medium hangars, and executive hangars at Buchanan Field Airport.

On February 23, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Rental Agreement for use with the large East Ramp Hangars.

On January 16, 2009, Contra Costa County Board of Supervisors approved an amendment to the T-Hangar and Shade Hangar

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Greg Baer, 925-681-4200

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Rental Agreement and the Large Hangar Rental Agreement (combined "Hangar Rental Agreements"). The Hangar Rental Agreements are the current forms in use for rental of all the County hangars at Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

ATTACHMENTS

Hangar Rental Agmt pg 4-5

## CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

### T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** October 13, 2022 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("Airport"), **Diamond West, LLC** ("Renter"), hereby mutually agree and promise as follows:
  
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
  
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
  
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # E-5 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar.**"  
  
Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.
  
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing **October 13, 2022**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

A. **Monthly Rent and Additional Rent.** Renter shall pay \$ **380.00** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



Contra  
Costa  
County

To: Board of Supervisors  
From: Greg Baer, Director of Airports  
Date: October 25, 2022

**Subject:** APPROVE AND AUTHORIZE AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT WITH KSA ENGINEERS, INC.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute Amendment No. 1 to the Consulting Services Agreement dated July 1, 2021, with KSA Engineers, Inc. (Contract) to add additional personnel to their subconsultant's rate sheet.

DELEGATE authority to the Director of Airports, or designee, to approve non-substantiative changes to the Contract.

**FISCAL IMPACT:**

There is no negative impact on the General Fund. There is no change to the contract amount with all contract costs being paid by the Airport Enterprise Fund.

**BACKGROUND:**

KSA Engineers, Inc. (KSA) is the primary consultant overseeing the construction management services on the Airport Rescue Fire Fighting (ARFF)/Terminal building project at Buchanan Field. KSA has assigned Hill International, one of their subconsultants, to perform the construction management services required during the project. Hill International has requested adding

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Greg Baer, 925-681-4200

By: , Deputy

cc:

BACKGROUND: (CONT'D)

additional staff members to their rate sheet to assist with the \$18 million project. The KSA contract is being amended to replace the current Hill International rate sheet and replace it with one that includes the additional personnel. The positions being added will not change the scope of service or the amount of the KSA contract.

Because non-substantiative changes to the contract currently requires Board of Supervisors approval, adding or changing personnel necessary to complete construction management tasks is affecting the project's schedule. It is important that the Director of Airports, or his designee, have authority to make non-substantiative changes to prevent interruptions in construction management services and/or delay submittal of invoices for payment. All substantiative changes, such as extending the contract or adding additional funds, will continue to require Board of Supervisors approval.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, KSA's subconsultant's will not be able to utilize the additional personnel they now require in performing the construction management services for the ARFF/Terminal building project and any further changes to personnel will impact the project's schedule.

ATTACHMENTS

KSA Amendment Add Subs Personnel

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT**

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

1. Identification of Agreement to be Amended.

- (a) Effective Date of Agreement: 11/1/2021
- (b) Agency: Contra Costa County Public Works
- (c) Subject: Amendment to Add Subconsultant Personnel to Rate Sheet

2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:

- (a) Consultant's Name & Address: KSA Engineers  
140 E. Tyler Street, Ste. 600  
Longview, TX 75601  
ATTN: Peter Van Pelt

- (b) Type of Business Entity: Corporation

(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, identify state of incorporation: Texas

3. Project Name, Number, & Location. Buchanan Field ARFF and Terminal Building Construction Management  
Buchanan Field Airport

4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is June 1, 2022.

5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.

6. Signatures. The signatures set forth below attest the parties' agreement hereto:

CONSULTANT

<u>SIGNATURE A</u>	<u>SIGNATURE B</u>
Consultant's Name:  KSA Engineers, a Corporation  By <u><i>[Signature]</i></u> (Signature of individual or officer)  <u>Joncie H. Young, P.E., Director of Client Services</u> (Print name and title, if applicable)	By <u><i>[Signature]</i></u> (Signature of individual or officer)  <u>Sheila M. Rogers, Assistant Secretary/Treasurer</u> (Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, the Amendment to Consulting Services Agreement must be signed by two officers. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

State of Texas )  
~~California~~ )  
County of Gregg )

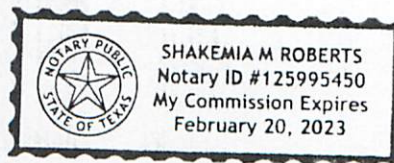
On October 12, 2022, before me, SHAKEMIA M. ROBERTS Notary Public, personally appeared Joncie Young, Director of Client Services & Sheila Rogers, Assistant Secretary (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

*[Signature]*  
Signature

(Notary's Seal)



**AGENCY**

(a) **If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment exceeds \$100,000, or if original Agreement was approved by Agency's governing body):**

AGENCY, By _____ Board Chair/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
---	---

(b) **If Amendment is approved by County Purchasing Agent:**

AGENCY, By _____ County Purchasing Agent or Designee
--

**APPROVALS**

RECOMMENDED BY DEPARTMENT

By \_\_\_\_\_  
Designee

FORM APPROVED BY COUNTY COUNSEL

By Kathleen M. Andrews  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By \_\_\_\_\_  
Designee



### **AMENDMENT SPECIFICATIONS**

In consideration for KSA, Engineers, Inc.'s subconsultant, Hill International, needing additional personnel to perform the construction management services necessary for the Buchanan Field ARFF and Terminal Building project, Hill International's the contract is being amended to replace the current rate sheet with an updated version that includes the new positions and their hourly rates. The amendment will not increase the payment limit of the contract.

CONTRA COSTA COUNTY AIRPORTS  
 BUCHANAN FIELD AIRPORT AIRCRAFT RESCUE AND FIREFIGHTING FACILITY,  
 AIRPORTS ADMINISTRATION OFFICES, AND GENERAL AVIATION TERMINAL REPLACEMENT  
 Rate Sheet - Construction Management Team (Partial)

REVISED: August 31, 2022 per Prime's Request

Position	Base Rate	Multiplier	Billable Rate
Construction Manager	\$95.00	2.1095	\$200.40
Inspector (As-Needed)	\$74.00	2.1095	\$156.10
Scheduler/Estimator	\$83.23	2.1095	\$175.57
Commissioning	\$82.85	2.1095	\$174.77
Senior Construction Manager*	\$114.00	2.1095	\$240.50
Construction Observation/Project Engineering*	\$36.05	2.1095	\$76.04

\*added August 31, 2022

Notes:

- a Cost proposal is not a lump sum proposal.
- b Based on 18 months duration.
- c Annual cost of living/escalation is not included in current rate sheet and will be presented at the end of the calendar year.
- d Anticipated start date August 30, 2021.
- e Does not include close out or material testing or inspection.
- f Rate sheet only includes Hill Personnel. Full staffing services include staffing from Others.
- g Office work and reporting by KSA. Inspection by Summit Associates.
- h Inspection included as an optional service per request of KSA. Actual rate to be determined in the future.
- i Inspection services from Hill International are not confirmed in the staffing plan at the time of this cost proposal submittal.
- j Supplemental TO required to authorize inspection services.
- k On-site office space for assigned personnel will be provided for by the Prime Consultant or the Owner; such expenses are excluded in this rate sheet.
- l Does not include any ODC's



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: October 25, 2022

Subject: Claims

---

**RECOMMENDATION(S):**

DENY claims filed by Chase S. Bolton, Karima Escapita and Davis Khuu. DENY amended claim filed by AAA Insurance for Helio Alves.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

AAA Insurance for Helio Alves: Amended subrogation claim for property damage to vehicle in the amount of \$1,226.96.  
Chase S. Bolton: Refund claim for fees and associated with concealed carry permit application in the amount of \$233.04.  
Karima Escapita: Property claim for lost jewelry in the amount of \$2,100.  
Davis Khuu: Personal injury claim for vehicle collision in the amount of \$10,000.

**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: **10/25/2022**  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: October 25, 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: October 25, 2022

Subject: ACCEPT Board members meeting reports for September 2022

---

**RECOMMENDATION(S):**

ACCEPT Board members meeting reports for September 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: 10/25/2022  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: October 25, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Joellen Bergamini 925.655.2000

By: , Deputy

cc:

ATTACHMENTS

District II September 2022 Report

District III September 2022  
Report

District IV September 2022  
Report

**Supervisor Candace Andersen, District 2 – AB1234 Monthly Meeting Report *September 2022***

Date	Meeting Name	Location
1	CSB Self Assessment	Zoom meeting
2	O & S – County Connection	Zoom meeting
7	American Legion Speaker	Danville
8	Lafayette Rotary Speaker	Lafayette
8	Alamo Town Hall	Alamo
9	Joint Conf Comm	Zoom meeting
10	APAPA Event	San Ramon
12	Internal Ops	Zoom meeting
12	TVTC	Zoom Meeting
13	Board of Supervisors	Martinez
14	CCCERA	Zoom meeting
15	CCCTA	Zoom meeting
15	ABAG	Zoom meeting
19	Recycle Smart	Zoom meeting
20	Board of Supervisors	Zoom meeting
22	CCCSWA	Zoom meeting
26	Family & Human Services	Zoom meeting
27	State of the TriValley	San Ramon

**Supervisor Diane Burgis - September 2022 AB1234**

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

Date	Meeting Name	Location
2-Sep	Family Justice Board Meeting	Web Meeting
6-Sep	Meeting with Public Defender Attorney, Kevin Christopher Donovan	Web Meeting
6-Sep	Meeting with Senator Bill Dodd and Delta Counties Coalition	Discovery Bay
6-Sep	Meeting with Health Services Director, Anna Roth	Web Meeting
8-Sep	Meeting with County Administrator, Monica Nino	Web Meeting
9-Sep	Delta Counties Coalition Meeting	Web Meeting
9-Sep	Contra Costa Health Joint Conference Committee Meeting	Web Meeting
9-Sep	Meeting with United States Department of Transportation Secretary of Transportation, Pete Buttigieg	Concord
12-Sep	Internal Operations Committee Meeting	Web Meeting
12-Sep	Legislative Committee Meeting	Web Meeting
13-Sep	Board of Supervisors Meeting	Martinez
13-Sep	Contra Costa County Fire Protection District	Martinez
13-Sep	Housing Authority Board of Commissioners Meeting	Martinez
14-Sep	Airports Committee Meeting	Web Meeting
14-Sep	Tri Delta Transit New Oakley Park & Ride Ribbon Cutting Event	Oakley
14-Sep	LAFCO Meeting	Web Meeting
15-Sep	Delta Protection Commission Meeting	Walnut Grove
16-Sep	San Joaquin Joint Powers Authority Board Meeting	Web Meeting
16-Sep	Meeting with Deputy Director of Health Services, Lavonna Martin and Director of Health, Housing and Homeless Services, Christy Saxton	Web Meeting
17-Sep	Marsh Creek & Morgan Territory Fire Safety Meeting	Clayton
19-Sep	Meeting with Adela Amador, Legislative Director Office of Congressman, Josh Harder	Washington D.C.
19-Sep	Meeting with United States Assistant Secretary of the Army for Civil Works, Michael Lee Connor	Washington D.C.
19-Sep	Meeting with Congressman, John Garamendi	Washington D.C.
20-Sep	Meeting with Congressman, Ami Bera	Washington D.C.

20-Sep	Meeting John Watts, Senior Legislative Counsel & David Grannis, Chief of Staff-Office of Senator Feinstein	Washington D.C.
20-Sep	Meeting with Eric Hoffman, Legislative Assistant and Craig Kiley, Brookings Legislative Office of Congressman, Mike Thompson	Washington D.C.
20-Sep	Meeting with Congressman, Mark DeSaulnier	Washington D.C.
20-Sep	Meeting with Senator Alex Padilla	Washington D.C.
20-Sep	Meeting with Congressman, Jerry McNerney	Washington D.C.
21-Sep	Meeting with Congressman Jared Huffman	Washington D.C.
21-Sep	Meeting with Bureau of Reclamation Deputy Commissioner, Michael Brain	Washington D.C.
22-Sep	Meeting with Congressman Mark DeSaulnier	Washington D.C.
26-Sep	Family and Human Services Committee Meeting	Web Meeting
26-Sep	Contra Costa Regional Medical Center Joint Conference Committee Meeting	Web Meeting
26-Sep	Regional Impact Council Special Meeting	Web Meeting
28-Sep	Tour of the Byron Airport with Airports Director, Greg Baer	Byron
28-Sep	Tri Delta Personnel Committee Meeting	Web Meeting
28-Sep	Tri Delta Transit Board Meeting	Web Meeting
28-Sep	Brentwood Police Chief Tom Hansen Retirement Event	Brentwood
29-Sep	Illegal Dumping Ad Hoc Committee meeting	Web Meeting
29-Sep	Meeting with Contra Costa Child Support Services Director, Lori Cruz and Chief Assistant Director, Matt Brega	Web Meeting
30-Sep	The Future of Diablo Valley Conference	Pleasant Hill

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



**Report**

bodies report on meetings  
meals, lodging, etc).

**Purpose**

Meeting

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Meeting

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Community Outreach

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Community Outreach

**Supervisor Karen Mitchoff  
September 2022**

<b>DATE</b>	<b>MEETING NAME</b>	<b>LOCATION</b>	<b>PURPOSE</b>
09/13/22	Board of Supervisors Meeting	Martinez	Decision on Agenda Items
09/15/22	CCTA Board Retreat	Lafayette	Regional Transportation
09/16/22	CCTA Board Retreat	Lafayette	Regional Transportation
09/17/22	Morgan Territory Fire Meeting	Clayton	Community Outreach
09/20/22	Board of Supervisors Meeting	Martinez	Decision on Agenda Items

Contra  
Costa  
County



To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: October 25, 2022

**Subject:** Recognizing Phillips 66 for their outstanding contributions and commitment to our veterans

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

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Dominic Aliano 925-608-4200

By: , Deputy

cc:

ATTACHMENTS

Resolution

2099/660

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

In the matter of:

**Resolution No. 2099/660**

**Recognizing Phillips 66 for their outstanding contributions and commitment to our veterans**

WHEREAS, since 2008, the Phillips 66 Rodeo Refinery and Carbon Plant has honored and celebrated the service of our military veterans with their Annual Walk of Honor for our Veterans event in Crockett, California;

WHEREAS, Phillips 66 fully underwrites this event that has raised \$475,000 since it began;

WHEREAS, the Walk of Honor for our Veterans takes place on Armed Forces Day which is a day that honors the men and women who have valiantly served our nation;

WHEREAS, the Walk of Honor for our Veterans is also a resource for veterans who are looking for veteran services;

WHEREAS, all contributions from the Walk of Honor for our Veterans event are divided evenly between the Viet Nam Veterans of Diablo Valley and the Crockett Community Services District;

WHEREAS, Viet Nam Veterans of Diablo Valley provide support and community activities that recognize the contributions and sacrifices that Vietnam Veterans have made, and the Crockett Community Services District is dedicated to the preservation and restoration of the Crockett Veterans Memorial Building;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, do hereby honor and thank Phillips 66 for their longstanding commitment to honor the men and women who have significantly served our nation.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**

District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**

District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**

District V Supervisor

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

ATTESTED: October 25, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: October 25, 2022



Contra  
Costa  
County

**Subject:** Employment and Human Services Department, Children and Family Services Bureau Master of Social Work Title IV-E Internship Program Presentation

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**RECOMMENDATION(S):**

Employment and Human Services Department (EHSD), Children and Family Services (CFS) Bureau Master of Social Work Title IV-E Internship Program Presentation.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: L. Pacheco (925) 608-4963

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2022/363



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

In the matter of:

**Resolution No. 2022/363**

**Employment and Human Services Department (EHSD), Children and Family Services (CFS) Bureau Master of Social Work Title IV-E Internship Program**

**WHEREAS**, the Children and Family Services (CFS) Master of Social Work, Title IV-E Internship Program supports improved services to Contra Costa County children and families, while promoting family reunification and working to decrease the number of children and youth in foster care; and

**WHEREAS**, the CFS Master of Social Work Title IV-E Internship Program is an exemplary program that has provided exceptional educational support for Employment and Human Services Department (EHSD) staff members who choose to pursue a Master's Degree in Social Work, thereby increasing the number and strengthening the skills of the CFS social work staff; and

**WHEREAS**, the CFS Master of Social Work, Title IV-E Internship Program has run intermittently since 2004, and more than 35 EHSD employees have successfully obtained their Master's Degree in Social Work; and

**WHEREAS**, the CFS Master of Social Work, Title IV-E Internship Program has collaborated with the greater Bay Area MSW graduate schools, including UC Berkeley, Sacramento State University, California State University East Bay, San Francisco State University and San Jose State University, to support more than 100 non-employee full-time students to successfully complete CFS internships at EHSD; and

**WHEREAS**, the San Jose State University School of Social Work has recognized the CFS Master of Social Work Title IV-E Internship Program, within the Employment and Human Services Department (EHSD), with the 2022 Field Instructor of the Year award to Program Supervisor Krystle Stringer.

**NOW, THEREFORE, Be It Resolved:** the Contra Costa County Board of Supervisors hereby proclaim, on behalf of Contra Costa community members, great appreciation for EHSD's CFS Master of Social Work, Title IV-E Internship Program, and its contributions to the children, families, and workers of Contra Costa County; and congratulates Krystle Stringer for being named San Jose State University's 2022 Field Instructor of the Year.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

District I Supervisor

\_\_\_\_\_  
**DIANE BURGIS**

District III Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**

District II Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**

District V Supervisor

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

ATTESTED: October 25, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: October 25, 2022

Subject: Red Ribbon Week

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Colleen Award, District IV

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2022/378

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

In the matter of:

**Resolution No. 2022/378**

**In the Matter of proclaiming October 23-31, 2022 Red Ribbon Week in Contra Costa County**

**WHEREAS**, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to alcohol and drug-free lifestyles; and

**WHEREAS**, on the occasion of the proclamation of “National Red Ribbon Week”, Contra Costa County joins schools and communities across California including the Community Alliance for Drug Free Youth (CADFY), parent-community organizations, the office of National Drug Policy, the Governor, the office of the Attorney general, the State Department of Education, the California Parent Teacher Association, and over 100 other statewide agencies, departments, and other organizations to demonstrate their commitment to drug-free lifestyles; and

**WHEREAS**, the National Family Partnership, Inc., initiated the Red Ribbon Campaign after Drug Enforcement Administration Agent Enrique “Kiki” Camarena was killed in Mexico by drug traffickers in 1985; and

**WHEREAS**, Drug and alcohol abuse create staggering societal costs and prevent millions of people from reaching their full potential at school, on the job, and in their communities. At a time when overdoses have reached an all-time high, it is imperative that visible, unified efforts by community members be launched to prevent drug use and alcohol abuse; and

**WHEREAS**, In 2020, more than 93,000 Americans died from drug overdoses, marking the largest one-year increase in overdose deaths ever recorded, according to provisional data from the U.S. Centers for Disease Control and Prevention. This increase has largely been driven by rising overdoses involving synthetic opioids, primarily fentanyl. Overdose deaths involving psychostimulants, and particularly methamphetamine, have also risen steeply in recent years, and many of these deaths involved use of an opioid at the same time; and

**WHEREAS**, Delaying substance use until after adolescence significantly reduces the likelihood of developing a substance use disorder and that every dollar spent on effective school-based prevention programs returns \$18 in averted medical costs and improved productivity. By investing in evidence-based and promising strategies like Pride and Purpose Project which contribute to the development of our youth’s full potential, we can continue to make progress and protect our future; and

**WHEREAS**, With drug overdose deaths rising at an unprecedented rate, it is critically important that we take action to prevent substance use among youth and continue to invest in the expansion of youth specific substance use disorder treatment programs in Contra Costa; and

**WHEREAS**, this year Alcohol and Other Drugs in partnership with the Alcohol and Other Drugs Advisory Board, schools and other community based organizations, coordinate Red Ribbon Week activities to offer residents an opportunity to demonstrate their commitment to healthy, alcohol and drug-free lifestyles, by wearing and displaying Red Ribbons and participating in prevention activities during this week-long celebration; and

**THEREFORE, BE IT RESOLVED THAT** that the County Board of Supervisors does hereby support October 23<sup>rd</sup> – 31<sup>st</sup>, 2022 as RED RIBBON WEEK “Celebrate Life. Live Drug Free”, and encourages all citizens to participate in tobacco, alcohol and other drug prevention programs and activities. Be it also resolved that the County Board of Supervisors encourages all community members to pledge support to alcohol and drug-free communities.

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**KAREN MITCHOFF**

Chair, District IV Supervisor

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**JOHN GIOIA**

District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**  
District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**  
District V Supervisor

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

ATTESTED: October 25, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: October 25, 2022

Subject: 77th Anniversary of National Disability Awareness Month

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Sonia Bustamante, District I

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2022/380

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

In the matter of:

**Resolution No. 2022/380**

**In the matter of recognizing and commemorating the 77th anniversary of National Disability Awareness month**

WHEREAS, October 2022 marks the 77th anniversary of National Disability Employment Awareness Month; and

WHEREAS, the purpose of National Disability Employment Awareness Month is to educate the public about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

WHEREAS, the history of National Disability Employment Awareness Month traces back to 1945 when Congress enacted a law declaring the first week in October each year "National Employ the Physically Handicapped Week"; and

WHEREAS, in 1962, the word "physically" was removed to acknowledge the employment needs and contributions of individuals with all types of disabilities; and

WHEREAS, in 1988, Congress expanded the week to a month and changed the name to National Disability Employment Awareness Month; and

WHEREAS, Workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; and

WHEREAS, Activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm Contra Costa County's commitment to an inclusive community that increases access and opportunities to all, including individuals with disabilities.

Now Therefore be it RESOLVED that the Contra Costa County Board of Supervisors recognize and commemorate the 77th Anniversary of National Disability Employment Awareness Month, call upon employers, schools, and other community organizations in Contra Costa County to observe October with appropriate programs and activities, and to advance its important message that people with disabilities add value and talent to our workplaces and communities, and pledge to continue to take steps throughout the year to recruit, hire, retain, advance, and support individuals with disabilities and work to pursue the goals of opportunity, full participation, economic self-sufficiency, and independent living for people with disabilities.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**

District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**

District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**

District V Supervisor

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

ATTESTED: October 25, 2022

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

Subject: Appointments & Re-Appointments to the Emergency Medical Care Committee

---

**RECOMMENDATION(S):**

APPOINT the following individuals to seats on the Emergency Medical Care Committee (EMCC) for a two-year term with an expiration date of September 30, 2024:

- B2 American Heart Association Representative: Shawni Goudarzi, Los Angeles, CA 90017
- B8 Emergency Nurses Association-from a Contra Costa County Receiving Hospital Representative: Ezequiel Blanco, Concord, CA 94521
- B11 Trauma Center (Contra Costa Contract) Representative: Kristin Santos, Walnut Creek, CA 94598
- C3 EMS Training Institution Representative: Gary Giusti, Concord, CA 94518
- C4 Private Provider Field Paramedic Representative: Nicholas Fajardo, Concord, CA 94520

REAPPOINT the following individuals to seats on the Emergency Medical Care Committee (EMCC) for a two-year term with an expiration date of September 30, 2024:

- B1 Alameda-Contra Costa Medical Association Representative: Ellen Leng, Walnut Creek, CA 94598
- B9 Hospital Council – East Bay, Representative: James Lambert, Antioch, CA 94531
- B12 Contra Costa Office of the Sheriff Representative: Jason Vorhauer, Martinez, CA 94553
- C2 Air Medical Transportation Provider Representative: Joseph Drago, Concord, CA 94520
- Ex Officio Representative: Marshall Bennett, EMS Director, Martinez, CA 94553
- Ex Officio

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

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Marshall Bennett, 925-608-5454

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

Representative: Senai Kidane, EMS Medical Director, Martinez, CA 94553

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The EMCC is a multidisciplinary committee appointed by the County Board of Supervisors, to provide advice and recommendations on EMS-related matters to the Board, Health Services Director, and its EMS Agency. Membership consists of consumer representatives, and representatives of EMS-related organizations and groups.

CONSEQUENCE OF NEGATIVE ACTION:

If this Board Order is not approved, none of the requested positions on the EMCC will be filled.

ATTACHMENTS



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: October 25, 2022

**Subject:** APPOINT Jorge Rico Vera to the North Richmond Municipal Advisory Council Seat 2-- Unincorporated North Richmond Resident Seat

---

**RECOMMENDATION(S):**

APPOINT Jorge Rico Vera to the Unincorporated Seat 2 on the North Richmond Municipal Advisory Council for a term ending December 31, 2022, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Council shall advise the Board on: 1. Services which are or may be provided to the North Richmond Community by the County or other local government agencies. Such services include, but are not limited to, public health, safety, welfare, public works, and planning. 2. The feasibility of organizing the existing special districts serving the North Richmond community in order to more efficiently provide public services such as, but not limited to, water, sewer, fire, parks and recreation, and infrastructure improvements. The Council may: 1. Represent the North Richmond community before the Local Agency Formation Commission on proposed boundary changes affecting

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Tania Pulido, 510-942-2225

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the community. 2. Represent the North Richmond community before the County Planning Commission and the Zoning Administrator on land-use and other planning matters affecting the community. In this regard, the Council shall cooperate with other planning advisory bodies in the North Richmond County area in order to avoid duplication and delay in the planning process. 3. Provide input and reports to the board, County staff or any County hearing body on issues of concern to the North Richmond community. It is understood that the Board is the final decision making authority with respect to issues concerning the North Richmond community and that the Council shall serve solely in an advisory capacity. Except as specified above, the Council may not represent the North Richmond community to any state, county, city special district or school district, agency or commission, or any other organization on any matter concerning the community. Mr. Vera wishes to serve as a volunteer partner and leader in North Richmond and occupy this seat. Supervisor Gioia recruits for his advisory body openings in a number of ways including through his website, email blasts, newsletters, social media and traditional media, and interviews eligible candidates.

CONSEQUENCE OF NEGATIVE ACTION:

Seat 2--Unincorporated North Richmond Resident Seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

None.



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Caoile, Director of Risk Management  
Date: October 25, 2022

Subject: ACEEO Member Resignation

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Kelli Collins from the Labor/Trade seat on the Advisory Council on Equal Employment Opportunity, DECLARE a vacancy for a term ending November 30, 2023, and DIRECT the Clerk of the Board to post the vacancy.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Board makes appointments to two distinct types of seats on its advisory bodies. The following process will be followed for appointments to these two types of seats:

Type 1: Supervisorial District Appointments Applications may be delivered to either the Clerk of the Board or to the District Supervisor's office. Applications received by a Supervisor's office are to be sent to the Clerk of the Board, and a copy is to be retained by the Supervisor's office. The Clerk of the Board will ensure that the Supervisor has a copy of all applications originally filed with the Clerk of the Board.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Antoine Wilson, 925-335-1455

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Type 2: At Large/Countywide Appointments Applications are sent to the Clerk of the Board. The Clerk of the Board will distribute the applications to the appropriate interviewer. With the exception of the Planning Commission and the Treasury Oversight Committee, bodies may generally conduct their own interviews of applicants, unless provided direction by a Board Committee. When an advisory body conducts interviews, the body's recommendation will be provided to a Board Committee for further review, along with all applications received for the applicable seat. In all cases, the Board Committee decides which applicants to nominate for full Board action.

CONSEQUENCE OF NEGATIVE ACTION:

The Advisory Council will not be able to provide diverse voices/perspectives on EEO matters within the County.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: October 25, 2022

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

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**RECOMMENDATION(S):**

1. ADOPT Resolution No. 2022/333 to reappoint Supervisor John Gioia as the Board of Supervisors' representative and Supervisor Diane Burgis as the Board's alternate representative on the California State Association of Counties (CSAC) Board of Directors to new terms beginning on November 30, 2022 and ending on November 29, 2023; and to restate the appointment of Board members and other individuals to serve on Board committees, special county committees, and regional boards/ committees/ commissions for 2022, some of which include additional compensation in the form of stipend.
2. INDICATE that the attached Resolution No. 2022/333 supersedes in its entirety Resolution No. 2022/277 which was adopted by the Board of Supervisors on August 16, 2022.
3. DIRECT staff to update on the County website the single Fair Political Practices Commission (FPPC) Form 806, which lists all the paid appointed positions on committees, boards, or commissions for members of the Board of Supervisors.

**FISCAL IMPACT:**

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

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Jami Morrirt 925-655-2005

By: , Deputy

cc:

## BACKGROUND:

The terms of office for the CSAC Board of Directors seat and its Alternate will expire on November 30, 2022. The primary purpose of CSAC is to represent county government before the California Legislature, administrative agencies and the federal government. CSAC places a strong emphasis on educating the public about the value and need for county programs and services. CSAC's long-term objective is to significantly improve the fiscal health of all California counties so they can adequately meet the demand for vital public programs and services. All 58 California counties are dues-paying members of the association. Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the CSAC Executive Committee to a one-year term of office commencing with the first day of the CSAC annual conference.

This year, that conference will begin on Monday, November 13, 2022. Any member of the Board of Supervisors is eligible for the directorship. CSAC holds two annual meetings for its membership: the Spring Legislative Conference in Sacramento and the Annual Meeting in November. CSAC's Board of Directors holds its first meeting of each year at the association's annual conference. Thus, it is important that the Board of Supervisors send its newly appointed board representative to this first meeting. The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2023 Executive Committee and to conduct other business. Under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

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

## ATTACHMENTS

Resolution 2022/333

2022 Committee Assignments updated



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

Adopted this Resolution on 10/25/2022 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2022/333**

IN THE MATTER OF ENSURING CONTINUED REPRESENTATION ON THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS AND UPDATING BOARD MEMBER ASSIGNMENTS TO 2022 BOARD COMMITTEES, SPECIAL COUNTY COMMITTEES, AND REGIONAL ORGANIZATIONS

WHEREAS the primary purpose of the California State Association of Counties (CSAC) is to represent county government before the California Legislature, administrative agencies and the federal government; and WHEREAS, CSAC places a strong emphasis on educating the public about the value and need for county programs and services; and WHEREAS CSAC's long-term objective is to significantly improve the fiscal health of all California counties so they can adequately meet the demand for vital public programs and services; and WHEREAS CSAC is governed by a 58-member Board of Directors, with one representative from each member county, designated as either urban, suburban or rural; and WHEREAS, the terms of office of the Board of Supervisors' appointees to the CSAC Board of Directors will expire on November 30, 2022; and WHEREAS, the recommended appointments will ensure continued representation of the Board of Supervisors on the myriad issues of significance to Contra Costa County; and WHEREAS adoption of a new Master Resolution with a complete roster of all appointments is required by Board policy whenever terms expire or new appointments are made; and WHEREAS, after any new appointments or reappointments are made, when there is a change in compensation for any appointment, or where there is a change in the number of meetings of the board or committee to which an appointment is made, the Fair Political Practices Commission requires the County to update and post on the County's website the County's Report of Public Official Appointments, Form 806;

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

REAPPOINT Supervisor John Gioia as the Board of Supervisors representative and REAPPOINT Supervisor Diane Burgis as the Board's alternate representative on the California State Association Association of Counties Board of Directors to new terms beginning on November 29, 2022 and ending on November 30, 2023.

1. AFFIRM the appointment of the Board members and other individuals to serve on Board committees, special county committees and regional boards / committees / commissions as specified in the Master List (see Attachment I) as Type I for Board Standing Committees, Type II for Other Internal Committees, Type III for Regional Bodies, Type IV for Special/Restricted seats, and Type V for Board Ad Hoc Committees.
2. INDICATE that this Resolution No. 2022/333 supersedes in its entirety Resolution 2022/277, which was adopted by the Board of Supervisors on August 16, 2022.
3. UPDATE the County's Report of Public Official Appointments, Form 806, to reflect the appointments on the adopted Master List for 2020 and post it on the County's website.

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

**ATTESTED: October 25, 2022**

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

**Contact: Jami Morritt 925-655-2005**

By: , Deputy

cc:

**Attachment I to Resolution No. 2022/333  
Contra Costa County Board of Supervisors Committee Assignments**

<b>Type*</b>	<b>Committee Name</b>	<b>Chair</b>	<b>Term Expiration</b>	<b>Stipend Information</b>
I	Airport Committee, Chair	Karen Mitchoff	12/31/2022	NO STIPEND
I	Airport Committee, Vice Chair	Diane Burgis	12/31/2022	NO STIPEND
I	Family & Human Services Committee, Chair	Diane Burgis	12/31/2022	NO STIPEND
I	Family & Human Services Committee, Vice Chair	Candace Andersen	12/31/2022	NO STIPEND
I	Finance Committee, Chair	John Gioia	12/31/2022	NO STIPEND
I	Finance Committee, Vice Chair	Karen Mitchoff	12/31/2022	NO STIPEND
I	Hiring Outreach & Oversight Committee, Chair	John Gioia	12/31/2022	NO STIPEND
I	Hiring Outreach & Oversight Committee, Vice-Chair	Federal Glover	12/31/2022	NO STIPEND
I	Internal Operations Committee, Chair	Diane Burgis	12/31/2022	NO STIPEND
I	Internal Operations Committee, Vice Chair	Candace Andersen	12/31/2022	NO STIPEND
I	Legislation Committee, Chair	Diane Burgis	12/31/2022	NO STIPEND
I	Legislation Committee, Vice Chair	Karen Mitchoff	12/31/2022	NO STIPEND
I	Public Protection, Chair	Federal Glover	12/31/2022	NO STIPEND
I	Public Protection, Vice Chair	Candace Andersen	12/31/2022	NO STIPEND
I	Sustainability Committee, Chair	Federal Glover	12/31/2022	NO STIPEND
I	Sustainability Committee, Vice Chair	John Gioia	12/31/2022	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Chair	Diane Burgis	12/31/2022	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Vice Chair	Candace Andersen	12/31/2022	NO STIPEND
II	Bay Area Counties Caucus	Karen Mitchoff	12/31/2022	NO STIPEND
II	Bay Area Counties Caucus, Alternate	Diane Burgis	12/31/2022	NO STIPEND
II	Bay Area Regional Interoperable Communications System (BayRICS) Authority	Mike Casten	12/31/2022	NO STIPEND
II	BayRICS Authority, Alternate	Elise Warren	12/31/2022	NO STIPEND
II	California Identification System Remote Access Network Board (Cal-ID RAN Board)	Diane Burgis	12/31/2022	NO STIPEND
II	Central Contra Costa Solid Waste Authority	Candace Andersen	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
II	Central Contra Costa Solid Waste Authority	Karen Mitchoff	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
II	Contra Costa Family Justice Alliance	Diane Burgis	12/31/2022	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	Candace Andersen	12/31/2022	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	Diane Burgis	12/31/2022	NO STIPEND
II	Dougherty Valley Oversight Committee	Candace Andersen	12/31/2022	NO STIPEND
II	Dougherty Valley Oversight Committee	Diane Burgis	12/31/2022	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board	Candace Andersen	12/31/2022	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board,	Karen Mitchoff	12/31/2022	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board	Diane Burgis	12/31/2022	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board, Alternate	Federal Glover	12/31/2022	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority	Diane Burgis	12/31/2022	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority, Alternate	Federal Glover	12/31/2022	NO STIPEND
II	East County Water Management Association	Diane Burgis	12/31/2022	STIPEND of \$170/meeting; max 6 per month
II	East County Water Management Association, Alternate	Federal Glover	12/31/2022	STIPEND of \$170/meeting; max 6 per month

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

**Attachment I to Resolution No. 2022/333  
Contra Costa County Board of Supervisors Committee Assignments**

<b>Type*</b>	<b>Committee Name</b>	<b>Chair</b>	<b>Term Expiration</b>	<b>Stipend Information</b>
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Federal Glover	12/31/2022	NO STIPEND
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Diane Burgis	12/31/2022	NO STIPEND
II	First 5 Children and Families Commission Member	Diane Burgis	12/31/2022	NO STIPEND
II	First 5 Children and Families Commission Alternate Member	Candace Andersen	12/31/2022	NO STIPEND
II	Hazardous Waste Management Facility Allocation Committee	Candace Andersen	Unspecified	STIPEND of \$150 per meeting.
II	Hazardous Waste Management Facility Allocation Committee, Alternate	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
II	Kensington Solid Waste Committee Member	John Gioia	12/31/2022	NO STIPEND
II	Kensington Solid Waste Committee Alternate	Robert Rogers	12/31/2022	NO STIPEND
II	Medical Services Joint Conference Committee, Chair	Diane Burgis	12/31/2022	NO STIPEND
II	Medical Services Joint Conference Committee, Vice Chair	John Gioia	12/31/2022	NO STIPEND
II	North Richmond Waste and Recovery Mitigation Fee Committee	John Gioia	12/31/2022	NO STIPEND
II	North Richmond Waste and Recovery Mitigation Fee Committee, Alternate	Tania Pulido	12/31/2022	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Chair	Federal Glover	12/31/2022	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Vice Chair	Diane Burgis	12/31/2022	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Karen Mitchoff	Unspecified	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Candace Andersen	Unspecified	NO STIPEND
II	State Route 4 Bypass Authority	Diane Burgis	12/31/2022	NO STIPEND
II	State Route 4 Bypass Authority, Alternate	Federal Glover	12/31/2022	NO STIPEND
II	SWAT (Southwest Area Transportation Committee)	Candace Andersen	12/31/2022	NO STIPEND
II	SWAT, Alternate	Karen Mitchoff	12/31/2022	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency)	Candace Andersen	12/31/2022	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency), Alternate	Karen Mitchoff	12/31/2022	NO STIPEND
II	TRANSPAC (Central County Transportation Partnership and Cooperation)	Karen Mitchoff	12/31/2022	NO STIPEND
II	TRANSPAC, Alternate	Candace Andersen	12/31/2022	NO STIPEND
II	TRANSPLAN (East County Transportation Planning)	Diane Burgis	12/31/2022	NO STIPEND
II	TRANSPLAN, Alternate	Federal Glover	12/31/2022	NO STIPEND
II	Tri-Valley Transportation Council	Candace Andersen	12/31/2022	NO STIPEND
II	Urban Counties of California	Federal Glover	12/31/2022	NO STIPEND
II	Urban Counties of California, Alternate	Karen Mitchoff	12/31/2022	NO STIPEND
II	WCCTAC (West County Transportation Advisory Committee)	John Gioia	12/31/2022	NO STIPEND
II	WCCTAC, Alternate	Federal Glover	12/31/2022	NO STIPEND
II	West Contra Costa Integrated Waste Management Authority	John Gioia	Unspecified	STIPEND of \$50 per meeting.
II	West Contra Costa Integrated Waste Management Authority, Alternate	Federal Glover	Unspecified	STIPEND of \$50 per meeting.
III	Bay Area Air Quality Management District Board of Directors	Karen Mitchoff	1/20/2024	Per diem of \$100/meeting + travel exp; max \$6,000
III	Bay Area Air Quality Management District Board of Directors	John Gioia	6/17/2025	Per diem of \$100/meeting + travel exp; max \$6,000
III	Bay Area Air Quality Management District Board of Directors	Karen Mitchoff	1/20/2024	Per diem of \$100/meeting + travel exp; max \$6,000
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors	Candace Andersen	5/1/2023	STIPEND of \$100 per meeting; up to \$200 month
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors, Alternate	Karen Mitchoff	5/1/2023	STIPEND of \$100 per meeting; up to \$200 month

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

**Attachment I to Resolution No. 2022/333  
Contra Costa County Board of Supervisors Committee Assignments**

<b>Type*</b>	<b>Committee Name</b>	<b>Chair</b>	<b>Term Expiration</b>	<b>Stipend Information</b>
III	Contra Costa Transportation Authority Board of Commissioners (Seat 2)	Karen Mitchoff	1/31/2024	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 2)	John Gioia	1/31/2024	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners (Seat 1)	Federal Glover	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 1)	Candace Andersen	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Second Alternate (Seat 1)	Diane Burgis	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Third Alternate (Seat 1)	John Gioia	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Local Agency Formation Commission	Candace Andersen	5/2/2026	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission	Federal Glover	5/2/2026	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission, Alternate	Diane Burgis	5/6/2024	STIPEND of \$150 per meeting.
III	Marin Energy Authority (MCE) Board of Directors	John Gioia	12/31/2022	NO STIPEND
III	Marin Energy Authority (MCE) Board of Directors, Alternate	Federal Glover	12/31/2022	NO STIPEND
III	Metropolitan Transportation Commission	Federal Glover	2/1/2023	STIPEND of \$100/meeting; up to \$500/month per
III	Tri Delta Transit Authority, Board of Directors (Seat 1)	Federal Glover	12/31/2022	STIPEND of \$100/month
III	Tri Delta Transit Authority, Board of Directors (Seat 2)	Diane Burgis	12/31/2023	STIPEND of \$100/month
III	WCC Healthcare District Finance Committee	John Gioia	Unspecified	NO STIPEND
III	WCC Healthcare District Finance Committee	Federal Glover	Unspecified	NO STIPEND
IV	ABAG Executive Board (Seat 1)	Karen Mitchoff	6/30/2024	STIPEND of \$150 per meeting.
IV	ABAG Executive Board (Seat 2)	Candace Andersen	6/30/2024	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 1	John Gioia	6/30/2024	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 2	Diane Burgis	6/30/2024	STIPEND of \$150 per meeting.
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee	Karen Mitchoff	12/31/2022	NO STIPEND
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee, First Alternate	Candace Andersen	12/31/2022	NO STIPEND
IV	Alternate	Russell Watts	12/31/2022	NO STIPEND
IV	ABAG General Assembly	Karen Mitchoff	12/31/2022	NO STIPEND
IV	ABAG General Assembly, Alternate	Diane Burgis	12/31/2022	NO STIPEND
IV	ABAG Regional Planning Committee	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
IV	Bay Conservation & Development Commission	John Gioia	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
IV	Bay Conservation & Development Commission, Alternate	Federal Glover	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
IV	CCCERA (Contra Costa County Employees Retirement Association) Board of Trustees	Candace Andersen	6/30/2023	STIPEND of \$100 per meeting.
IV	Contra Costa Countywide Redevelopment Successor Agency Oversight Board	Federal Glover	Unspecified	NO STIPEND
IV	CSAC (California State Association of Counties) Board of Directors	John Gioia	11/29/2023	NO STIPEND
IV	CSAC Board of Directors, Alternate	Diane Burgis	11/29/2023	NO STIPEND
IV	Delta Diablo Sanitation District Governing Board	Federal Glover	12/31/2022	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Diablo Sanitation District Governing Board, Alternate	Karen Mitchoff	12/31/2022	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Protection Commission	Diane Burgis	12/31/2022	NO STIPEND
IV	Delta Protection Commission, Alternate	Karen Mitchoff	12/31/2022	NO STIPEND
IV	Law Library Board of Trustees	Nolan Armstrong	12/31/2022	NO STIPEND

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

**Attachment I to Resolution No. 2022/333  
Contra Costa County Board of Supervisors Committee Assignments**

<b>Type*</b>	<b>Committee Name</b>	<b>Chair</b>	<b>Term Expiration</b>	<b>Stipend Information</b>
IV	Mental Health Commission	Diane Burgis	12/31/2022	NO STIPEND
IV	Mental Health Commission, Alternate	Karen Mitchoff	12/31/2022	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board	Karen Mitchoff	Unspecified	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board, Alternate	Diane Burgis	Unspecified	NO STIPEND
V	Childhood Asthma Ad Hoc Committee, Chair	John Gioia	Unspecified	NO STIPEND
V	Childhood Asthma Ad Hoc Committee, Vice Chair	Federal Glover	Unspecified	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	John Gioia	Unspecified	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	Federal Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Federal Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Diane Burgis	Unspecified	NO STIPEND

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: October 25, 2022

Subject: Workforce Development Board Appropriation Adjustments for FY 22/23

---

**RECOMMENDATION(S):**

APPROVE Appropriation and Revenue Adjustment No. 005011, authorizing new revenue from the California Department of Labor, in the amount of \$234,588, to the Employment and Human Services Department (EHSD) on behalf of the Workforce Development Board (WDB) of Contra Costa County, for the COVID-19 Employment Recovery National Dislocated Worker Grant (NDWG) program.

**FISCAL IMPACT:**

This action is to adjust estimated revenue and appropriated expenditures based on additional funding received from the California Department of Labor for the NDWG program, in the amount of \$234,588, to EHSD on behalf of WDB. Funded 100% by Federal U.S. Department of Labor funds and will increase WDB revenue by \$234,588. There is no County cost, and no additional match required.

**BACKGROUND:**

On April 21, 2022, the WDB of Contra Costa County was awarded additional grant funding in the amount of \$234,588 from the California Department of Labor's NDWG program, increasing the award from \$540,000 to a new total amount of \$774,587.17 and extending the grant

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

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: 925-608-4839

By: , Deputy

cc:

BACKGROUND: (CONT'D)

term from June 30, 2022 to March 30, 2023. The award of \$234,587.17 was accepted by the Board on June 21, 2022 (C. 63). The additional grant funding will support WDB's administrative costs and the continued provision of employment and training services to workers impacted by job loss and layoffs due to COVID-19.

CONSEQUENCE OF NEGATIVE ACTION:

Appropriations will not be properly allocated.

ATTACHMENTS

TC24-27

**CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
T/C 24**

AUDITOR-CONTROLLER USE ONLY  
FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER.


ACCOUNT CODING		DEPARTMENT : 0583, WORKFORCE DEVELOPMENT BOARD			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
5656	9555	FED AID EMPLOY & TRAINING	234,588		
<b>TOTALS</b>			234,588		0 00

**APPROVED**

AUDITOR-CONTROLLER:

BY:  DATE 10/13/22

COUNTY ADMINISTRATOR:

BY:  DATE 10-19-22


BOARD OF SUPERVISORS:

YES:

NO:

EXPLANATION OF REQUEST:

To increase revenue budget in FY 2022-2023 by \$234,587.17 due to additional COVID-19 Employment Recovery National Dislocated Worker Grant (NDWG) allocation.

 Interim CFO 9/07/22  
SIGNATURE TITLE DATE

REVENUE ADJ. RACO 5011  
JOURNAL NO.


BY: \_\_\_\_\_ DATE \_\_\_\_\_



CONTRA COSTA COUNTY APPROPRIATION ADJUSTMENT <b>T/C 27</b>	<b>AUDITOR-CONTROLLER USE ONLY</b> FINAL APPROVAL NEEDED BY: <input checked="" type="checkbox"/> BOARD OF SUPERVISORS <input checked="" type="checkbox"/> COUNTY ADMINISTRATOR <input checked="" type="checkbox"/> AUDITOR CONTROLLER
--	---

ACCOUNT CODING		DEPARTMENT : 0583, WORKFORCE DEVELOPMENT BOARD			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
5656	2310	NON CNTY PROF SPCLZD SVCS			150,000 00
5656	1011	PERMANENT SALARIES			84,588
<b>TOTALS</b>			<b>0</b>	<b>00</b>	<b>234,588</b>

**APPROVED**

AUDITOR-CONTROLLER:  
 BY:  DATE 10/12/22

COUNTY ADMINISTRATOR:  
 BY: Danielle Jokken DATE 10-19-22

BOARD OF SUPERVISORS:

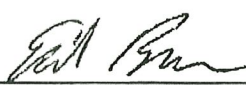
YES:

NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

**EXPLANATION OF REQUEST**

To increase Contract expenditures in the amount of \$150,000 and Permanent Salaries in the amount of \$84,587.17 for the WIOA COVID 19 Employment Recovery National Dislocated Worker Grant (NDWG) allocation in FY 22-23.

 Interim CFO 9/27/22

SIGNATURE:	TITLE	DATE
APPROPRIATION	APOO	<u>5011</u>
ADJ. JOURNAL NO.		



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: October 25, 2022

Subject: Yerba Buena Center for the Arts Stipend to Contra Costa County

---

**RECOMMENDATION(S):**

APPROVE Appropriation and Revenue Adjustment No. 005013 authorizing new revenue from the Yerba Buena Center for the Arts (YBCA) in the amount of \$1,500 to the Arts and Culture Commission of Contra Costa County (1151) for community outreach services for the Artist Power Convenings grant program.

**FISCAL IMPACT:**

This action is to adjust estimated revenue and appropriated expenditures based on new revenue from the YBCA. County will receive a \$1,500 stipend with no County match required.

**BACKGROUND:**

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

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Lara DeLaney, (925) 655-2057

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the mission of the Commission was to promote arts and culture as a vital element in the quality of life for all citizens of Contra Costa County.

In August 2021, in partnership with the William & Flora Hewlett Foundation, the Yerba Buena Center for the Arts launched the Artist Power Convenings program which invested up to \$400,000 grant funding in artists and artist-led organizations who submitted proposals for convenings from Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma counties.

Following the launch of the Artist Power Convenings program by the YBCA, the Arts and Culture Commission of Contra Costa County authorized three contractors to provide community outreach services and grant administration support to the YBCA for the promotion of the Artist Power Convenings program in Contra Costa County. The three contractors' comprehensive community outreach work resulted in the program receiving 48 proposals from artists and artist-led organizations in Contra Costa County. Out of the 48 proposals submitted by Contra Costa based applicants, a total of nine proposals received the award of grant funding from the program.

As part of closing out the Artist Power Convenings grant program, in October 2022, the YBCA approved the provision of \$1,500 stipend to the Arts and Culture Commission of Contra Costa County for the outstanding community outreach and grant administration support services provided by the Commission.

Although the Board of Supervisors dissolved the AC5 on March 29, 2022 and directed staff to move forward with the establishment of a new Arts Council for the County, the fund balance and Measure X allocations for AC5 have been kept in the County Treasury Budget, Unit 0135, Organization #1151. Once a new Arts Council is established for the County, all funds allocated to AC5 will be made available to the new Arts Council for the implementation of arts and culture programs in the future. This Board order would approve appropriation and revenue adjustment authorizing new revenue from the YBCA in the amount of \$1,500 to the AC5 (Org 1151).

CONSEQUENCE OF NEGATIVE ACTION:

Appropriations will not be properly allocated in the FY 22-23 budget.

ATTACHMENTS


TC24/27\_AP005013

**CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
TC/24**

<b>AUDITOR-CONTROLLER USE ONLY:</b>	
FINAL APPROVAL NEEDED BY:	
<input checked="" type="checkbox"/>	BOARD OF SUPERVISORS
<input checked="" type="checkbox"/>	COUNTY ADMINISTRATOR
<input checked="" type="checkbox"/>	AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: Contra Costa Arts and Culture Commission		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
1151	9966	Misc Grants & Donations	1,500.00	
<b>TOTALS</b>			1,500.00	0.00

**APPROVED**

**AUDITOR – CONTROLLER**  
By:  Date 10/13/22

**COUNTY ADMINISTRATOR**  
By: \_\_\_\_\_ Date \_\_\_\_\_

**BOARD OF SUPERVISORS**


YES:  
NO:

By: \_\_\_\_\_ Date \_\_\_\_\_

**EXPLANATION OF REQUEST**

The budget allocation for the Arts and Culture Commission in FY 2022-23 is increased by \$1,500 due to the County's acceptance of a stipend from the Yerba Buena Center for the Arts (YBCA) for the community outreach services provided by the Commission to YBCA's Artists Power Convenings program.

PREPARED BY: Monica Carlisle  
TITLE: Senior Management Analyst  
DATE: 10/7/2022



REVENUE ADJ. JOURNAL NO. RAOO 5013

**CONTRA COSTA COUNTY  
 APPROPRIATION ADJUSTMENT/  
 ALLOCATION ADJUSTMENT  
 T/C-27**

**AUDITOR-CONTROLLER USE ONLY:  
 FINAL APPROVAL NEEDED BY:**  
 BOARD OF SUPERVISORS  
 COUNTY ADMINISTRATOR  
 AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: Contra Costa Arts and Culture Commission		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
1151	2479	Other Special Departmental Exp		1,500.00
			0.00	1,500.00

**APPROVED**

**AUDITOR – CONTROLLER**  
 By:  Date 10/12/22

**COUNTY ADMINISTRATOR**  
 By: \_\_\_\_\_ Date \_\_\_\_\_


**BOARD OF SUPERVISORS**  
 YES:  
 NO:

By: \_\_\_\_\_ Date \_\_\_\_\_

**EXPLANATION OF REQUEST**

The budget allocation for FY 2022-23 for the Arts and Culture Commission is increased by \$1,500 due to the County's acceptance of a stipend from the Yerba Buena Center for the Arts (YBCA) for the community outreach services provided by the Commission to YBCA's Artists Power Convenings program. The above is the account we have budgeted the increase in.

PREPARED BY: Monica Carlisle  
 TITLE: Senior Management Analyst  
 DATE: 10/7/2022



APPROPRIATION APOO 5013  
 ADJ. JOURNAL NO.



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: October 25, 2022

Subject: Appropriation Transfer for Approved FY 2022-23 Venture Capital Projects

---

**RECOMMENDATION(S):**

APPROVE Appropriation Adjustment No.5012, transferring \$4,005,000 to Public Works-Airport (0843), Department of Information Technology (0147), Human Resources (0035), Treasurer-Tax Collector (0015) for fiscal year 2022-23 Venture Capital Projects.

**FISCAL IMPACT:**

Project funds are budgeted in the General Fund Contingency for FY 2022-23 (100% General Fund).

**BACKGROUND:**

The Board of Supervisors adopted a Budget Policy in 2006, which included a resource intended to improve departmental operations. Per this policy, in FY 2022-23 funding was made available for technology projects to be used to increase efficiencies and economies in departments that did not have resources available within their normal operating budgets for such expense. Requests for these funds were submitted with the Departments' baseline budgets. Departments included requests of \$6,896,923 and the County Administrator was able to approve \$4,005,000.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: 10/25/2022  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: October 25, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Laura Strobel (925) 655-2058

By: , Deputy

cc:

**FY 2022-23**  
**Venture Capital Requests**

<u>Department</u>	<u>Amount</u>	<u>Project Title</u>
Airport (Public Works)	\$260,000	Airport communications infrastructure
Dept of Info Technology	\$80,000	Geocortex migration to ArcGIS
Dept of Info Technology	\$100,000	Network Endpoint Services Lab
Dept of Info Technology	\$300,000	Cloud Replication
Dept of Info Technology	\$600,000	Cloud Storage
Dept of Info Technology	\$925,000	Unified Communications
Dept of Info Technology	\$800,000	Firewall Upgrade
Dept of Info Technology	\$50,000	DC Power Monitoring
Dept of Info Technology	\$40,000	Radio Tower Fencing
Human Resources	\$50,000	Taleo Performance Report Tool
Treasurer-Tax Collector	\$800,000	Tax Payment Application Upgrade
<b>TOTAL</b>	<b>\$4,005,000</b>	

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS


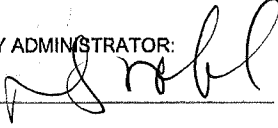
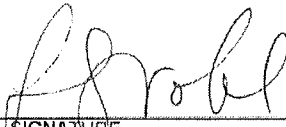
TC 24 & 27



CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT  
T/C 24

ACCOUNT CODING		BUDGET UNIT: Airport (Buchanan Field) 0843			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
4853	9957	Transfers - Gov Fund/Ent Fund	260,000	00	
TOTALS			260,000	0	0 00

<p>APPROVED</p> <p>AUDITOR-CONTROLLER: BY:  DATE 10/13/22</p> <p>COUNTY ADMINISTRATOR: BY:  DATE 10/13/22</p> <p>BOARD OF SUPERVISORS:</p> <p>YES:</p> <p>NO:</p> <p>BY: _____ DATE _____</p>	<p>EXPLANATION OF REQUEST</p> <p>Transfer revenue approved for FY 2022-23 Venture Capital Projects (non-General Fund departments)</p>  <p> DATE 10/11/22</p> <p>SIGNATURE TITLE DATE</p> <p>REVENUE ADJ. JOURNAL NO. RAOO 5012</p>
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CONTRA COSTA COUNTY  
APPROPRIATION ADJUSTMENT

T/C 27


AUDITOR-CONTROLLER USE ONLY

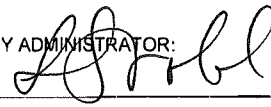
FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS  
 COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: County - Various				
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
0990	6301	Appropriations for Contingencies	4,005,000	00		
1063	2251	Computer Software			80,000	00
1050	4951	Office Equipment & Furniture			1,115,000	00
1050	2251	Computer Software			1,700,000	00
1351	2251	Computer Software			50,000	00
0015	2310	Non Cnty Prof Splcd Svcs			800,000	00
1690	5017	Transfers - Gov Fund/Ent Fund Office			260,000	00
4853	4951	Equipment & Furniture			135,000	00
4853	4955	Radio & Communication Equipment			125,000	00
<b>TOTALS</b>			<b>4,005,000</b>	<b>00</b>	<b>4,265,000</b>	<b>00</b>

APPROVED

AUDITOR-CONTROLLER:  
BY:  DATE 10/13/22


COUNTY ADMINISTRATOR:  
BY:  DATE 10/13/22

BOARD OF SUPERVISORS:  
YES:  
NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

EXPLANATION OF REQUEST

Transfer appropriations approved for FY 2022-23 Venture Capital Projects.

 10/16/22

SIGNATURE TITLE DATE  
APPROPRIATION APOO 5012

ADJ. JOURNAL NO.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: October 25, 2022

Subject: Low Income Household Water Assistance Program - Appropriation Adjustment

---

**RECOMMENDATION(S):**

APPROVE Appropriations and Revenue Adjustment No. 005016 authorizing new revenue from the California Department of Community Services and Development in the amount of \$376,446 to the Employment and Human Services Department, Community Services Bureau (CSB) under Department Fund 0588 for the Low Income Household Water Assistance Program (LIHWAP).

**FISCAL IMPACT:**

This action is to adjust estimated revenues and appropriated expenditures based on additional funding approved by the California Department of Community Services and Development (CSD). Revenue is 100% Federal funds through the CSD, State Agreement Number 21W-9002. No County match is required. CFDA # 93.499.

**BACKGROUND:**

Your Board adopted Resolution No. 2022/206 on June 7, 2022, (C. 53) to approve and authorize the Employment and Human Services Director, or designee, to accept funding in the amount of \$376,446 and execute an agreement with the California Department of Community Services and Development (CSD) for the Low Income Household Water Assistance Program (LIHWAP) for the period April 1, 2022 through August 31, 2023. The agreement number is 21W-9002. The receipt of funds resulting from Resolution No. 2022/206 necessitates appropriations and revenue adjustments in the amount of \$376,446.

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

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: 925-681-4268

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, appropriations and estimated revenues will not be properly reflected in the Budget.

CHILDREN'S IMPACT STATEMENT:

The LIHWAP funding supports one of the community outcomes established in the Children's Report Card, #4 "Families that are Safe, Stable and Nurturing" by the provision of water assistance to keep households with running water.

ATTACHMENTS

LIHWAPNOLA&Contract

TC24/27 AP005016

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

<b>STANDARD AGREEMENT</b> STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER <b>21W-9002</b>	PURCHASING AUTHORITY NUMBER (if applicable)
---	-------------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below  
 CONTRACTING AGENCY NAME  
**Department of Community Services and Development**  
 CONTRACTOR NAME  
**Contra Costa Employment & Human Services Department/Community Services Bureau**
2. The term of this Agreement is: **April 1, 2022 through August 31, 2023**
3. The maximum amount of this Agreement is: **Total \$376,446.00**
4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:  
 Part I\*; Preamble\*  
 Article 1 - Scope of Work\*; Article 2 - Contract Construction, Administration, Procedure\*  
 Part II\*; Subpart A - Administrative Requirements\*; Article 3 - Contract Changes\*  
 Article 4 - Administrative Policies and Procedures\*; Subpart B - Financial Requirements\*  
 Article 5 - Administrative and Program Expenditures Requirements\*  
 Article 6 - Reporting Policies and Procedures\*; Subpart C - Programmatic Requirements\*;  
 Article 7 - Program Policies and Procedures\*; Article 8 - Program Implementation\*;  
 Subpart D - Compliance Requirements\*; Article 9 - Compliance Policies and Procedures\*;  
 Subpart E - Certifications and Assurances\*; Article 10 - Federal and State Policy Provisions\*;  
 Subpart F - Definitions\*; Subpart G - Table of Forms\*

Items shown with an Asterisk (\*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://agencies.csd.ca.gov/>.

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO**

<b>CONTRACTOR</b>		<b>California</b> Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>Contra Costa Employment &amp; Human Services Department/Community Services Bureau</b>		I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.	
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 40 Douglas Drive, Martinez, CA 94553			
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
<b>STATE OF CALIFORNIA</b>			
CONTRACTING AGENCY NAME <b>Department of Community Services and Development</b>			
CONTRACTING AGENCY ADDRESS <b>2389 Gateway Oaks Drive, Suite 100</b>	CITY <b>Sacramento</b>	STATE <b>CA</b>	ZIP <b>95833</b>
PRINTED NAME OF PERSON SIGNING <b>Chris Vail</b>	TITLE <b>Chief Financial Officer</b>		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		



DAVID SCRIBNER  
DIRECTOR

State of California-Health and Human Services Agency  
**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**  
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833  
Telephone: (916) 576-7109 | Fax: (916) 263-1406  
[www.csd.ca.gov](http://www.csd.ca.gov)



GAVIN NEWSOM  
GOVERNOR

Dear Executive Director:

On May 28, 2021, the U.S. Department of Health and Human Services released funding to implement the Low Income Household Water Assistance Program (LIHWAP) under the Consolidated Appropriations Act (CAA) and the American Rescue Plan Act (ARPA), which were signed into law on December 27, 2020, and March 11, 2021, respectively.

The Department of Community Services and Development (CSD) received one time LIHWAP CAA and ARPA grant awards totaling \$116,496,312 to provide financial assistance to low-income households who have struggled to make water, wastewater, and/or stormwater payments prior to, and during, the COVID-19 pandemic.

CSD is releasing the LIHWAP contract which allocates \$20,636,854 to the Local Service Provider (LSP) network for Administrative and Program Support costs. The Water Assistance Allocation of \$87,372,235, as reflected on the Allocation Spreadsheet, will be held by CSD for the purpose of issuing household LIHWAP assistance payments to water service providers through CSD's third-party funds disbursement partner, HORNE.

Government Code Section 12087.2 prioritizes arrearages and establishes regular reporting to the Legislature regarding program implementation and progress with LIHWAP service delivery and grant expenditure. To comply with statutory requirements, the LIHWAP contract incorporates specific provisions for quarterly reporting (to assist CSD's compliance with state and federal reporting requirements) and eligibility requirements placing an emphasis on assisting households with the payment of past due balances for residential water and wastewater services. Based on a recommendation from the LIHWAP workgroup, CSD will consider a modification to LIHWAP program design to pay customer's current bills if the need for arrearage assistance declines as demonstrated by data submitted by LSPs.

The LIHWAP contract term is April 1, 2022 through August 31, 2023. To provide the maximum time period for LIHWAP intake and enrollment activities, CSD has streamlined the traditional close-out process and implemented deadlines for fiscal and beneficiary system reporting as outlined in Article 6.1 of the LIHWAP contract. LSPs should review this section to confirm due dates for completing Expenditure Activity Reporting System (EARS) monthly reports and adjustments as well as finalizing LIHWAP application submissions in the Combined Outcome Reporting Engine (CORE).

Executive Director

Page 2

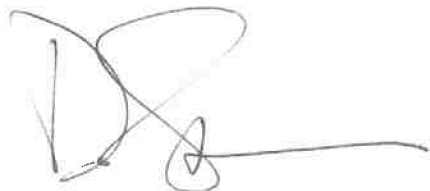
CSD is actively completing program updates to EARS and CORE systems and anticipates the EARS updates will be implemented by mid-April 2022 and CORE updates implemented on June 3, 2022. Eligibility training will take place in mid-to-late-April and a separate notification will be provided to the network once the training is scheduled.

A [LIHWAP Resources Page](#) has been developed on the Local Agencies Portal to assist your agency with accessing informational documents and past webinars on the LIHWAP program design, guidelines, system enrollment status, LSP system referral form, and the Housing and Urban Development utility allowances. The contract, contract supporting documents, and the LIHWAP start-up package are located on the Local Agencies Portal [Contracts Page](#). Additionally, the Working Capital Advance and LSP Quarterly Report templates, both specific to LIHWAP, can be found under the [Forms Page](#).

Attached is a contract checklist and other documentation required for execution of the LIHWAP contract. The contract packets must be completed and returned to CSD within 30 calendar days from the date of this letter for private nonprofit agencies and 45 calendar days for public agencies.

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Scribner', with a long horizontal line extending to the right.

DAVID SCRIBNER

Director

Attachments

**CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
TC/24**

**AUDITOR-CONTROLLER USE ONLY:**

FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: 0588 - EHSD - CSB		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
1449	9552	Fed Aid Comm Svcs Admin	376,446.00	
<b>TOTALS</b>			<b>376,446.00</b>	<b>0.00</b>

**APPROVED**

**AUDITOR – CONTROLLER**

By: \_\_\_\_\_ Date \_\_\_\_\_

**COUNTY ADMINISTRATOR**

By: \_\_\_\_\_ Date \_\_\_\_\_

**BOARD OF SUPERVISORS**

YES:

NO:

By: \_\_\_\_\_ Date \_\_\_\_\_

**EXPLANATION OF REQUEST**

To adjust estimated revenues of \$376,446 based on LIHWAP Contract #21 W-9002 approved by the CA Department of Community Services and Development.

PREPARED BY: Michael Morris  
TITLE: Accountant III  
DATE: 6/2/2022



REVENUE ADJ. JOURNAL NO. RAOO \_\_\_\_\_



**CONTRA COSTA COUNTY  
APPROPRIATION ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
T/C-27**

**AUDITOR-CONTROLLER USE ONLY:  
FINAL APPROVAL NEEDED BY:**  
 BOARD OF SUPERVISORS  
 COUNTY ADMINISTRATOR  
 AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: 0588 - EHSD - CSB		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
1449	1011	Permanent Salaries		190,133.00
1449	1015	Deferred Comp County Contribution		2,453.00
1449	1042	F.I.C.A.		1,328.00
1449	1043	Ret Exp-Pre 1997		514.00
1449	1044	Retirement Expense		50,923.00
1449	1060	Employee Group Insurance		55,674.00
1449	1063	Unemployment Insurance		170.00
1449	1070	Workers' Compensation Ins		4,429.00
1449	2100	Office Expense		18,823.00
1449	2110	Communications		3,764.00
1449	2111	Tel Exchange Service		5,647.00
1449	2250	Rents & Leases-Eqpt		18,823.00
1449	2262	Bldg Occupancy Costs		23,765.00
			0.00	376,446.00

**APPROVED**

AUDITOR – CONTROLLER  
 By: \_\_\_\_\_ Date \_\_\_\_\_


COUNTY ADMINISTRATOR  
 By: \_\_\_\_\_ Date \_\_\_\_\_

BOARD OF SUPERVISORS  
 YES:  
 NO:

By: \_\_\_\_\_ Date \_\_\_\_\_

**EXPLANATION OF REQUEST**

To appropriate LIHWAP Contract # 21W-9002 approved by the CA Department of Community Services and Development.

  
 PREPARED BY: Michael Morris  
 TITLE: EHSD-CSB Accountant III  
 DATE: 6/2/2022

APPROPRIATION APOO \_\_\_\_\_  
 ADJ. JOURNAL NO. \_\_\_\_\_

**CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
TC/24**

<b>AUDITOR-CONTROLLER USE ONLY:</b>	
FINAL APPROVAL NEEDED BY:	
<input checked="" type="checkbox"/>	BOARD OF SUPERVISORS
<input checked="" type="checkbox"/>	COUNTY ADMINISTRATOR
<input checked="" type="checkbox"/>	AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: 0588 - EHSD - CSB		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
1449	9552	Fed Aid Comm Svcs Admin	376,446.00	
<b>TOTALS</b>			376,446.00	0.00

**APPROVED**

**AUDITOR - CONTROLLER**  
By: [Signature] Date 10/18/22

**COUNTY ADMINISTRATOR**  
By: Danielle Schkema Date 10-19-22

**BOARD OF SUPERVISORS**


YES:

NO:

By: \_\_\_\_\_ Date \_\_\_\_\_

**EXPLANATION OF REQUEST**

To adjust estimated revenues of \$376,446 based on LIHWAP Contract #21W-9002 approved by the CA Department of Community Services and Development.

  
 PREPARED BY: Michael Morris  
 TITLE: Accountant III  
 DATE: 6/2/2022

REVENUE ADJ. JOURNAL NO.      RAOO 5016

**CONTRA COSTA COUNTY  
APPROPRIATION ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
T/C-27**

**AUDITOR-CONTROLLER USE ONLY:  
FINAL APPROVAL NEEDED BY:**  
 BOARD OF SUPERVISORS  
 COUNTY ADMINISTRATOR  
 AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: 0588 - EHSD - CSB		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
1449	1011	Permanent Salaries		190,133.00
1449	1015	Deferred Comp County Contribution		2,453.00
1449	1042	F.I.C.A.		1,328.00
1449	1043	Ret Exp-Pre 1997		514.00
1449	1044	Retirement Expense		50,923.00
1449	1060	Employee Group Insurance		55,674.00
1449	1063	Unemployment Insurance		170.00
1449	1070	Workers' Compensation Ins		4,429.00
1449	2100	Office Expense		18,823.00
1449	2110	Communications		3,764.00
1449	2111	Tel Exchange Service		5,647.00
1449	2250	Rents & Leases-Eqpt		18,823.00
1449	2262	Bldg Occupancy Costs		23,765.00
			0.00	376,446.00

**APPROVED**


**AUDITOR – CONTROLLER**  
 By: [Signature] Date 10/18/22

**COUNTY ADMINISTRATOR**  
 By: Danielle Folekema Date 10-19-22

**BOARD OF SUPERVISORS**  
 YES:  
 NO:

By: \_\_\_\_\_ Date \_\_\_\_\_

**EXPLANATION OF REQUEST**  
 To appropriate LIHWAP Contract # 21W-9002 approved by the CA Department of Community Services and Development.

  
 PREPARED BY: Michael Morris  
 TITLE: EHSD-CSB Accountant III  
 DATE: 6/2/2022

APPROPRIATION APOO 5016  
 ADJ. JOURNAL NO.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: October 25, 2022

Subject: Add and cancel positions to the Employment and Human Services Department

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 26057 to add three hundred and forty-three (343) Social Service Program Assistant (X0SA) (represented) positions, delete three hundred and ten (310) Eligibility Worker I/II/III (XHWA/XHVA/XHTB) (represented) positions, and delete thirty-three (33) Medi-Cal Program Assistant (XHSB) (represented) positions in the Employment and Human Services Department.

**FISCAL IMPACT:**

Fiscal impact is calculated based on the addition of 343 Social Services Program Assistant positions and the deletion of 310 Eligibility Worker and 33 Medical Program Assistant positions. The net fiscal impact for FY 22-23 is estimated at \$5,824,495, including an estimated net county cost of \$407,715, all of which is expected to be funded through salary savings. The net fiscal impact for FY 23-24 is estimated at \$9,785,151, including an estimated net county cost of \$684,961, all of which will be included in the FY 23-24 recommended budget. The funding ratios are 62% Federal, 31% State and 7% County. The 7% net county cost assumes that the FY 23-24 salary and benefits cost increase of this action will be funded with corresponding increases in Federal and State funding allocations and/or cost reductions.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Michelle Fregoso (925) 608-5025

By: , Deputy

## BACKGROUND:

There are many potentially eligible households with low income that do not participate in CalFresh. The Medi-Cal program, which provides health coverage for households with low-income, has significantly higher enrollment than CalFresh, and many Medi-Cal applicants and beneficiaries may be potentially eligible for CalFresh but not participating. On June 25, 2020, Governor Newsom signed AB79, Human Services Omnibus, which adds section 18918.1 to the Welfare and Institutions Code and requires County welfare departments to implement provisions aimed at increasing dual enrollment between CalFresh and Medi-Cal no later than January 1, 2022. On December 31, 2021, the California Department of Social Services extended this implementation date to January 1, 2023.

AB79 requires County welfare departments to offer CalFresh at the same time as Medi-Cal by:

1. Ensuring staff verbally ask Medi-Cal applicants and beneficiaries if they want to apply for CalFresh during in-person, online or telephone Medi-Cal application or renewal processes.
2. Providing Medi-Cal applicants and beneficiaries who are potentially eligible for CalFresh with the opportunity to apply for CalFresh at the same time their Medi-Cal eligibility is determined.

EHSD has three public assistance eligibility worker classifications with a total of 557 approved FTE:

1. Eligibility Worker I/II/III (a flex series) with three-hundred and ten (310) approved FTEs,
2. Medi-Cal Program Assistant (MPA) with thirty-three (33) approved FTEs
3. Social Services Program Assistant (SSPA) with two-hundred and fourteen (214) approved FTEs.

While the County has long held that employees in the Eligibility Worker series should be able to perform multi-program work, the Union has held the position that the Social Services Program Assistant (SSPA) is the correct classification for multi-program work.

To meet the multi-program requirements of AB79, the Employment and Human Services Department is requesting Board approval to offer a promotion for all EW and MPA to SSPA by adding three hundred and forty-three (343) SSPA positions that replace the 343 EW and MPA positions. As the EW and MPA incumbents transition to the new SSPA classification, a process that may take a few months, EHSD will delete the EW and MPA positions.

EHSD will return to the Board to create a SSPA job series ladder (e.g. SSPA I, SSPA II, SSPA III, SSPA Supervisor) with the higher level(s) representing larger and more complex caseloads.

## CONSEQUENCE OF NEGATIVE ACTION:

Failure to add and delete these positions will impact the Department's ability to meet the AB79 requirement with a due date of January 1, 2023, which could place the County at risk of program and/or financial penalties; ultimately impacting program services provided to the children and families of Contra Costa County.

## CHILDREN'S IMPACT STATEMENT:

Approval of this action will support two (2) of the five (5) Contra Costa County's community outcomes: Outcome 3 - Families that are Economically Self-Sufficient; and Outcome 4 - Families that are Safe, Stable, and Nurturing.

## ATTACHMENTS

Attachment to P300 Form V3

Position List to be deleted

AIR 51395 P300 26057 BOS 10.25.22

Source of Funding to Offset Adjustment: 62% Federal, 31 % State, 7% County Share

Budget Unit	Org No	Agency	Count	Grand Total	NCC
					7%
502	5214	19	5	43,779	3,065
503	5314	19	4	34,552	2,419
504	5452	19	169	1,795,414	125,679
504	5455	19	153	5,908,353	413,585
504	5456	19	12	2,003,053	140,214
<b>TOTAL</b>			<b>343</b>	<b>9,785,151</b>	<b>684,961</b>

502 - 5214		502 - 5214	
<b>Total Annual Cost</b>	43,779	<b>Net County Cost</b>	3,065
Total this FY	26,059	N.C.C this FY	1,824
503 - 5314		503 - 5314	
<b>Total Annual Cost</b>	34,552	<b>Net County Cost</b>	2,419
Total this FY	20,567	N.C.C this FY	1,440
504 - 5452		504 - 5452	
<b>Total Annual Cost</b>	1,795,414	<b>Net County Cost</b>	125,679
Total this FY	1,068,699	N.C.C this FY	74,809
504 - 5455		504 - 5455	
<b>Total Annual Cost</b>	5,908,353	<b>Net County Cost</b>	413,585
Total this FY	3,516,877	N.C.C this FY	246,181
504 - 5456		504 - 5456	
<b>Total Annual Cost</b>	2,003,053	<b>Net County Cost</b>	140,214
Total this FY	1,192,293	N.C.C this FY	83,461
<b>FY 23-24 Estimated Total</b>	<b>9,785,151</b>	<b>FY 23-24 NCC Estimated Total</b>	<b>684,961</b>
<b>FY 22-23 Estimated Total</b>	<b>5,824,495</b>	<b>FY 22-23 NCC Estimated Total</b>	<b>407,715</b>

<b>JOB TITLE</b>	<b>COUNT OF POSITIONS</b>
Eligibility Worker I	76
Eligibility Worker II	75
Eligibility Worker III	159
	310
Medical Program Assistant	33
<b>Total number of positions</b>	<b>343</b>

<b>COUNT</b>	<b>DEPT</b>	<b>ORG</b>	<b>JOB TITLE</b>	<b>POSITION NUMBER</b>
1	502	5214	Eligibility Worker I	4581
2	502	5214	Eligibility Worker I	12787
3	502	5214	Eligibility Worker III	4245
4	502	5214	Eligibility Worker III	4414
5	502	5214	Eligibility Worker III	4621
6	503	5314	Eligibility Worker I	4822
7	503	5314	Eligibility Worker I	12259
8	503	5314	Eligibility Worker III	4333
9	503	5314	Eligibility Worker III	13039
10	504	5452	Eligibility Worker I	4294
11	504	5452	Eligibility Worker I	4538
12	504	5452	Eligibility Worker I	4593
13	504	5452	Eligibility Worker I	4606
14	504	5452	Eligibility Worker I	4693
15	504	5452	Eligibility Worker I	4774
16	504	5452	Eligibility Worker I	4826
17	504	5452	Eligibility Worker I	12245
18	504	5452	Eligibility Worker I	12260
19	504	5452	Eligibility Worker I	12496
20	504	5452	Eligibility Worker I	12499
21	504	5452	Eligibility Worker I	12764
22	504	5452	Eligibility Worker I	12782
23	504	5452	Eligibility Worker I	12783
24	504	5452	Eligibility Worker I	12791
25	504	5452	Eligibility Worker I	12793
26	504	5452	Eligibility Worker I	12965
27	504	5452	Eligibility Worker I	12968
28	504	5452	Eligibility Worker I	12972
29	504	5452	Eligibility Worker I	12975
30	504	5452	Eligibility Worker I	12976
31	504	5452	Eligibility Worker I	13794
32	504	5452	Eligibility Worker I	13800
33	504	5452	Eligibility Worker I	14419
34	504	5452	Eligibility Worker I	14432
35	504	5452	Eligibility Worker I	15389
36	504	5452	Eligibility Worker I	15394
37	504	5452	Eligibility Worker I	15409
38	504	5452	Eligibility Worker I	15410
39	504	5452	Eligibility Worker I	15417
40	504	5452	Eligibility Worker I	15419
41	504	5452	Eligibility Worker I	16251
42	504	5452	Eligibility Worker I	16863
43	504	5452	Eligibility Worker I	16866
44	504	5455	Eligibility Worker I	4299
45	504	5455	Eligibility Worker I	4412
46	504	5455	Eligibility Worker I	4540
47	504	5455	Eligibility Worker I	4558
48	504	5455	Eligibility Worker I	4601

COUNT	DEPT	ORG	JOB TITLE	POSITION NUMBER
49	504	5455	Eligibility Worker I	6292
50	504	5455	Eligibility Worker I	12250
51	504	5455	Eligibility Worker I	12480
52	504	5455	Eligibility Worker I	12491
53	504	5455	Eligibility Worker I	12501
54	504	5455	Eligibility Worker I	12761
55	504	5455	Eligibility Worker I	12768
56	504	5455	Eligibility Worker I	12785
57	504	5455	Eligibility Worker I	13797
58	504	5455	Eligibility Worker I	15400
59	504	5455	Eligibility Worker I	15404
60	504	5455	Eligibility Worker I	15405
61	504	5455	Eligibility Worker I	15425
62	504	5455	Eligibility Worker I	15934
63	504	5455	Eligibility Worker I	16248
64	504	5455	Eligibility Worker I	16249
65	504	5455	Eligibility Worker I	16250
66	504	5455	Eligibility Worker I	16865
67	504	5455	Eligibility Worker I	16869
68	504	5455	Eligibility Worker I	18172
69	504	5455	Eligibility Worker I	18173
70	504	5455	Eligibility Worker I	18174
71	504	5455	Eligibility Worker I	18175
72	504	5455	Eligibility Worker I	18177
73	504	5455	Eligibility Worker I	18178
74	504	5455	Eligibility Worker I	18180
75	504	5455	Eligibility Worker I	18182
76	504	5455	Eligibility Worker I	18184
77	504	5455	Eligibility Worker I	18190
78	504	5455	Eligibility Worker I	18198
79	504	5456	Eligibility Worker I	4541
80	504	5456	Eligibility Worker I	14405
81	504	5456	Eligibility Worker I	14407
82	504	5452	Eligibility Worker II	4274
83	504	5452	Eligibility Worker II	4523
84	504	5452	Eligibility Worker II	4808
85	504	5452	Eligibility Worker II	4992
86	504	5452	Eligibility Worker II	5006
87	504	5452	Eligibility Worker II	12239
88	504	5452	Eligibility Worker II	12249
89	504	5452	Eligibility Worker II	12770
90	504	5452	Eligibility Worker II	12977
91	504	5452	Eligibility Worker II	12985
92	504	5452	Eligibility Worker II	13433
93	504	5452	Eligibility Worker II	13434
94	504	5452	Eligibility Worker II	13796
95	504	5452	Eligibility Worker II	14413
96	504	5452	Eligibility Worker II	14415
97	504	5452	Eligibility Worker II	14421
98	504	5452	Eligibility Worker II	14433
99	504	5452	Eligibility Worker II	15393
100	504	5452	Eligibility Worker II	15402
101	504	5452	Eligibility Worker II	15412
102	504	5452	Eligibility Worker II	15413
103	504	5452	Eligibility Worker II	15418
104	504	5452	Eligibility Worker II	15421
105	504	5452	Eligibility Worker II	16258
106	504	5452	Eligibility Worker II	16260



COUNT	DEPT	ORG	JOB TITLE	POSITION NUMBER
107	504	5452	Eligibility Worker II	16264
108	504	5452	Eligibility Worker II	16265
109	504	5452	Eligibility Worker II	16862
110	504	5455	Eligibility Worker II	4242
111	504	5455	Eligibility Worker II	4262
112	504	5455	Eligibility Worker II	4284
113	504	5455	Eligibility Worker II	4411
114	504	5455	Eligibility Worker II	4415
115	504	5455	Eligibility Worker II	4553
116	504	5455	Eligibility Worker II	4708
117	504	5455	Eligibility Worker II	6295
118	504	5455	Eligibility Worker II	12247
119	504	5455	Eligibility Worker II	12254
120	504	5455	Eligibility Worker II	12759
121	504	5455	Eligibility Worker II	12763
122	504	5455	Eligibility Worker II	12774
123	504	5455	Eligibility Worker II	12779
124	504	5455	Eligibility Worker II	12784
125	504	5455	Eligibility Worker II	12788
126	504	5455	Eligibility Worker II	12970
127	504	5455	Eligibility Worker II	12980
128	504	5455	Eligibility Worker II	13435
129	504	5455	Eligibility Worker II	15387
130	504	5455	Eligibility Worker II	15397
131	504	5455	Eligibility Worker II	15407
132	504	5455	Eligibility Worker II	15415
133	504	5455	Eligibility Worker II	16246
134	504	5455	Eligibility Worker II	16254
135	504	5455	Eligibility Worker II	16259
136	504	5455	Eligibility Worker II	16263
137	504	5455	Eligibility Worker II	18176
138	504	5455	Eligibility Worker II	18186
139	504	5455	Eligibility Worker II	18188
140	504	5455	Eligibility Worker II	18189
141	504	5455	Eligibility Worker II	18191
142	504	5455	Eligibility Worker II	18192
143	504	5455	Eligibility Worker II	18193
144	504	5455	Eligibility Worker II	18195
145	504	5455	Eligibility Worker II	18196
146	504	5455	Eligibility Worker II	18197
147	504	5455	Eligibility Worker II	18199
148	504	5455	Eligibility Worker II	18201
149	504	5455	Eligibility Worker II	18202
150	504	5455	Eligibility Worker II	18203
151	504	5455	Eligibility Worker II	18204
152	504	5455	Eligibility Worker II	18206
153	504	5455	Eligibility Worker II	18207
154	504	5455	Eligibility Worker II	18208
155	504	5456	Eligibility Worker II	14411
156	504	5456	Eligibility Worker II	14412
157	504	5452	Eligibility Worker III	4252
158	504	5452	Eligibility Worker III	4286
159	504	5452	Eligibility Worker III	4303
160	504	5452	Eligibility Worker III	4305
161	504	5452	Eligibility Worker III	4318
162	504	5452	Eligibility Worker III	4324
163	504	5452	Eligibility Worker III	4329
164	504	5452	Eligibility Worker III	4330

COUNT	DEPT	ORG	JOB TITLE	POSITION NUMBER
165	504	5452	Eligibility Worker III	4484
166	504	5452	Eligibility Worker III	4503
167	504	5452	Eligibility Worker III	4506
168	504	5452	Eligibility Worker III	4536
169	504	5452	Eligibility Worker III	4546
170	504	5452	Eligibility Worker III	4552
171	504	5452	Eligibility Worker III	4564
172	504	5452	Eligibility Worker III	4570
173	504	5452	Eligibility Worker III	4578
174	504	5452	Eligibility Worker III	4579
175	504	5452	Eligibility Worker III	4594
176	504	5452	Eligibility Worker III	4595
177	504	5452	Eligibility Worker III	4694
178	504	5452	Eligibility Worker III	4695
179	504	5452	Eligibility Worker III	4711
180	504	5452	Eligibility Worker III	4712
181	504	5452	Eligibility Worker III	4733
182	504	5452	Eligibility Worker III	4736
183	504	5452	Eligibility Worker III	4787
184	504	5452	Eligibility Worker III	4815
185	504	5452	Eligibility Worker III	4828
186	504	5452	Eligibility Worker III	4829
187	504	5452	Eligibility Worker III	4880
188	504	5452	Eligibility Worker III	4918
189	504	5452	Eligibility Worker III	4975
190	504	5452	Eligibility Worker III	4979
191	504	5452	Eligibility Worker III	4991
192	504	5452	Eligibility Worker III	5008
193	504	5452	Eligibility Worker III	12240
194	504	5452	Eligibility Worker III	12248
195	504	5452	Eligibility Worker III	12255
196	504	5452	Eligibility Worker III	12257
197	504	5452	Eligibility Worker III	12258
198	504	5452	Eligibility Worker III	12481
199	504	5452	Eligibility Worker III	12487
200	504	5452	Eligibility Worker III	12493
201	504	5452	Eligibility Worker III	12494
202	504	5452	Eligibility Worker III	12500
203	504	5452	Eligibility Worker III	12760
204	504	5452	Eligibility Worker III	12766
205	504	5452	Eligibility Worker III	12773
206	504	5452	Eligibility Worker III	12778
207	504	5452	Eligibility Worker III	12780
208	504	5452	Eligibility Worker III	12786
209	504	5452	Eligibility Worker III	12789
210	504	5452	Eligibility Worker III	12790
211	504	5452	Eligibility Worker III	12964
212	504	5452	Eligibility Worker III	12966
213	504	5452	Eligibility Worker III	12974
214	504	5452	Eligibility Worker III	12978
215	504	5452	Eligibility Worker III	12979
216	504	5452	Eligibility Worker III	12984
217	504	5452	Eligibility Worker III	13038
218	504	5452	Eligibility Worker III	13431
219	504	5452	Eligibility Worker III	13790
220	504	5452	Eligibility Worker III	13791
221	504	5452	Eligibility Worker III	13793
222	504	5452	Eligibility Worker III	13798

COUNT	DEPT	ORG	JOB TITLE	POSITION NUMBER
223	504	5452	Eligibility Worker III	13799
224	504	5452	Eligibility Worker III	14403
225	504	5452	Eligibility Worker III	14414
226	504	5452	Eligibility Worker III	14426
227	504	5452	Eligibility Worker III	14435
228	504	5452	Eligibility Worker III	14847
229	504	5452	Eligibility Worker III	15388
230	504	5452	Eligibility Worker III	15399
231	504	5452	Eligibility Worker III	15408
232	504	5452	Eligibility Worker III	15414
233	504	5452	Eligibility Worker III	15427
234	504	5452	Eligibility Worker III	16255
235	504	5452	Eligibility Worker III	16261
236	504	5452	Eligibility Worker III	16269
237	504	5452	Eligibility Worker III	16272
238	504	5452	Eligibility Worker III	16857
239	504	5452	Eligibility Worker III	16860
240	504	5455	Eligibility Worker III	4260
241	504	5455	Eligibility Worker III	4285
242	504	5455	Eligibility Worker III	4417
243	504	5455	Eligibility Worker III	4490
244	504	5455	Eligibility Worker III	4517
245	504	5455	Eligibility Worker III	4519
246	504	5455	Eligibility Worker III	4534
247	504	5455	Eligibility Worker III	4539
248	504	5455	Eligibility Worker III	4576
249	504	5455	Eligibility Worker III	4607
250	504	5455	Eligibility Worker III	4648
251	504	5455	Eligibility Worker III	4759
252	504	5455	Eligibility Worker III	4833
253	504	5455	Eligibility Worker III	4886
254	504	5455	Eligibility Worker III	4914
255	504	5455	Eligibility Worker III	6286
256	504	5455	Eligibility Worker III	12242
257	504	5455	Eligibility Worker III	12243
258	504	5455	Eligibility Worker III	12253
259	504	5455	Eligibility Worker III	12479
260	504	5455	Eligibility Worker III	12492
261	504	5455	Eligibility Worker III	12498
262	504	5455	Eligibility Worker III	12762
263	504	5455	Eligibility Worker III	12767
264	504	5455	Eligibility Worker III	12769
265	504	5455	Eligibility Worker III	12771
266	504	5455	Eligibility Worker III	12969
267	504	5455	Eligibility Worker III	12971
268	504	5455	Eligibility Worker III	12973
269	504	5455	Eligibility Worker III	12981
270	504	5455	Eligibility Worker III	12983
271	504	5455	Eligibility Worker III	13429
272	504	5455	Eligibility Worker III	13430
273	504	5455	Eligibility Worker III	13432
274	504	5455	Eligibility Worker III	13792
275	504	5455	Eligibility Worker III	13795
276	504	5455	Eligibility Worker III	15386
277	504	5455	Eligibility Worker III	15390
278	504	5455	Eligibility Worker III	15391
279	504	5455	Eligibility Worker III	15396
280	504	5455	Eligibility Worker III	15411

COUNT	DEPT	ORG	JOB TITLE	POSITION NUMBER
281	504	5455	Eligibility Worker III	15420
282	504	5455	Eligibility Worker III	15422
283	504	5455	Eligibility Worker III	15426
284	504	5455	Eligibility Worker III	15930
285	504	5455	Eligibility Worker III	15932
286	504	5455	Eligibility Worker III	15933
287	504	5455	Eligibility Worker III	16252
288	504	5455	Eligibility Worker III	16253
289	504	5455	Eligibility Worker III	16256
290	504	5455	Eligibility Worker III	16257
291	504	5455	Eligibility Worker III	16262
292	504	5455	Eligibility Worker III	16268
293	504	5455	Eligibility Worker III	16273
294	504	5455	Eligibility Worker III	16859
295	504	5455	Eligibility Worker III	16867
296	504	5455	Eligibility Worker III	18179
297	504	5455	Eligibility Worker III	18181
298	504	5455	Eligibility Worker III	18183
299	504	5455	Eligibility Worker III	18185
300	504	5455	Eligibility Worker III	18187
301	504	5455	Eligibility Worker III	18194
302	504	5455	Eligibility Worker III	18200
303	504	5455	Eligibility Worker III	18205
304	504	5456	Eligibility Worker III	4827
305	504	5456	Eligibility Worker III	4994
306	504	5456	Eligibility Worker III	14404
307	504	5456	Eligibility Worker III	14406
308	504	5456	Eligibility Worker III	14408
309	504	5456	Eligibility Worker III	14409
310	504	5456	Eligibility Worker III	14410
311	504	5452	Medical Program Assistant	10618
312	504	5452	Medical Program Assistant	10619
313	504	5452	Medical Program Assistant	10623
314	504	5452	Medical Program Assistant	10624
315	504	5452	Medical Program Assistant	10628
316	504	5452	Medical Program Assistant	10632
317	504	5452	Medical Program Assistant	10638
318	504	5452	Medical Program Assistant	10639
319	504	5452	Medical Program Assistant	10641
320	504	5452	Medical Program Assistant	10642
321	504	5452	Medical Program Assistant	10643
322	504	5452	Medical Program Assistant	10645
323	504	5452	Medical Program Assistant	10646
324	504	5452	Medical Program Assistant	10648
325	504	5452	Medical Program Assistant	10652
326	504	5452	Medical Program Assistant	10655
327	504	5452	Medical Program Assistant	10660
328	504	5452	Medical Program Assistant	10680
329	504	5452	Medical Program Assistant	10682
330	504	5452	Medical Program Assistant	10689
331	504	5452	Medical Program Assistant	10927
332	504	5452	Medical Program Assistant	10929
333	504	5452	Medical Program Assistant	10931
334	504	5452	Medical Program Assistant	12190
335	504	5455	Medical Program Assistant	10622
336	504	5455	Medical Program Assistant	10650
337	504	5455	Medical Program Assistant	10657
338	504	5455	Medical Program Assistant	10667

COUNT	DEPT	ORG	JOB TITLE	POSITION NUMBER
339	504	5455	Medical Program Assistant	10673
340	504	5455	Medical Program Assistant	10922
341	504	5455	Medical Program Assistant	10926
342	504	5455	Medical Program Assistant	12798
343	504	5455	Medical Program Assistant	13789

POSITION ADJUSTMENT REQUEST

NO. 26057
DATE 10/14/2022

Department Employment and Human Services
Department No.
Budget Unit No. Org No. Agency No. A19

Action Requested: Add three hundred forty-three (343) Social Service Program Assistant (X0SA) (represented) positions and delete three hundred ten (310) Eligibility Worker I/II/III (XHWA/XHVA/XHTB) positions and delete 33 Medi-Cal Program Assistant (XHSB) positions in the Employment and Human Services Department.

Proposed Effective Date: 10/26/22

Classification Questionnaire attached: Yes No X / Cost is within Department's budget: Yes X No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$9,785,151.00 Net County Cost \$684,961.00
Total this FY \$5,824,495.00 N.C.C. this FY \$407,715

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 62% Federal, 31 % State, 7% County Share

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

Michelle Fregoso 925-608-5025

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Danielle Fokkema
Deputy County Administrator

10/19/2022
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/20/22

Add three hundred and forty-three (343) Social Service Program Assistant (X0SA) (represented) positions, delete three hundred and ten (310) Eligibility Worker I/II/III (XHWA/XHVA/XHTB) (represented) positions, and delete thirty-three (33) Medi-Cal Program Assistant (XHSB) (represented) positions in the Employment and Human Services Department.

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

Effective: X Day following Board Action.
(Date)

Amanda Monson
(for) Director of Human Resources

10/20/22
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

10-20-22

- X Approve Recommendation of Director of Human Resources
Disapprove Recommendation of Director of Human Resources
Other:

Danielle Fokkema
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED DISAPPROVED

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

DATE

BY

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 10/18/2022

No. xxxxxx

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services  
Date: October 25, 2022

**Subject:** Add One PPT 24/40 Therapist Aide Position; Cancel One PPT 8/40 Occupational Therapist II & One PPT 32/40 Therapist Aide in the Health Services Dept

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 26056 to add one (1) PPT 24/40 Therapist Aide (V5WA) position at salary plan and grade TA5-1179 (\$4,572 - \$5,557), and cancel one (1) PPT 32/40 Therapist Aide (V5WA) position, no. 18446, at salary plan and grade TA5-1179 (\$4,572 - \$5,557), and cancel one (1) PPT 8/40 Occupational Therapist II (V5VH) position, no. 18433, at salary plan and grade TC5-1746 (\$8,015 - \$9,743) in the Detention Health Services Division of the Health Services Department. (All represented)

**FISCAL IMPACT:**

Upon approval, this action will result in an annual salary and benefit cost saving of approximately \$75,563 with \$14,240 in pension cost savings included. The positions are fully funded by County General Funds (Org # 5700).

**BACKGROUND:**

The Detention Health Services Division requests to add a new Therapist Aide position allocated to the Martinez Detention Facility (MDF). This position is necessary to address the most vulnerable mental health, cognitively impaired, and developmentally delayed patients. The Therapist Aide will target whole-person care while these patients are in detention. The incumbent will support the Physical and Occupational Therapists with prescribed patient therapy that includes individuals and groups, perform individual and group treatment under direct supervision, assist with patients' mobility exercises such as bed transfers, standing, and ambulation, and assist in cognitive activities that include organizational skills, self-awareness, social interaction, planning skills, and community skills training under Therapist supervision.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this request is not approved, the most vulnerable patients at the Martinez Detention Facility (MDF) will not receive the proper services and care they absolutely need.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Lauren Jimenez, (925) 957-5262

By: , Deputy

cc: Lauren Jimenez, Kathi Caudel, Cheryl Shipley, Jacqueline Kidd, Lavonna Martin, Alicia Pormento



ATTACHMENTS

P300 No. 26056 HSD

**POSITION ADJUSTMENT REQUEST**

NO. 26056  
DATE 10/6/2022

Department Health Services

Department No./  
Budget Unit No. 0301 Org No. 5700 Agency No. 18

Action Requested: Add one (1) PPT 24/40 Therapist Aide; and cancel one (1) PPT 32/40 Therapist Aide and one (1) PPT 8/40 Occupational Therapist II in Detention Health Services within the Health Services Department. (All represented)

Proposed Effective Date: 10/26/2022

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 savings	<u>(\$75,563)</u>	Net County Cost	<u>(\$75,563)</u>
Total this FY	<u>(\$56,672)</u>	N.C.C. this FY	<u>(\$56,672)</u>

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% County General Funds, Cost Savings Org # 5700

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

Laurén Jimenez

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

10/17/2022

\_\_\_\_\_  
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 10/18/2022

Approve Recommendation of Director of Human Resources  
 Disapprove Recommendation of Director of Human Resources  
 Other: \_\_\_\_\_

Enid Mendoza

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

# REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

No. xxxxx

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: October 25, 2022

**Subject:** 2021-2022 California Department of Social Services Alternative Payment Childcare Services Revenue Agreement (CAPP-1009 Amendment 3)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an agreement amendment (CAPP-1009 Amendment-3) with the State of California Department of Social Services (CDSS) to extend the Childcare Alternative Payment Program period of performance by one year through June 30, 2023 with no change to the payment limit of \$8,058,703.

**FISCAL IMPACT:**

County is to receive an amount not to exceed \$8,058,703 from CDSS for the period July 1, 2021 through June 30, 2023, all of which has been budgeted in FY 2022-2023:

\$4,861,459 (60% Federal with AL/CFDA #93.575 and 93.596)  
\$3,197,244 (40% State)  
No County match is required

**BACKGROUND:**

The County receives funds from the California Department of Social Services

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

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Stan Hakes, (925) 608-4961

By: , Deputy

cc:

BACKGROUND: (CONT'D)

(CDSS) to provide California Alternative Payment Program (CAPP) to program-eligible families for children ages 0-12 years old. Families must meet at least one of these eligibility criteria to meet program eligibility: receiving cash aid, income eligible, experiencing homelessness, or recipients of protective services or at risk of being abused, neglected or exploited, and have an established need for childcare. In Fiscal Year 2021-2022, the program served approximately 494 families with 768 children.

The Employment and Human Services Department (EHSD) received notification of amendment on August 18, 2022, to amend Agreement Number CAPP-1009 (Amendment 3). The amendment is to extend the term end date from June 30, 2022 to June 30, 2023.

The Board approved the original revenue agreement on July 13, 2021 (C.48). The first amendment to increase payment limit from \$4,287,288 to \$7,536,510 was approved by the Board on February 1, 2022 (C.44). The second amendment to accept additional funds from the State in the amount of \$522,193 to a new payment limit of \$8,058,703 was approved on July 26, 2022 (C.32).

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, program-eligible families and children 0-12 years of age will not continue to receive alternative payment program childcare services.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 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: October 25, 2022

**Subject:** 2022-2023 California Department of Social Services Alternative Payment Childcare Services Revenue Agreement

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement with the State of California Department of Social Services (CDSS), with a payment limit of \$9,850,269 for the alternative payment childcare program, for the period July 1, 2022 through June 30, 2023.

**FISCAL IMPACT:**

County is to receive an amount not to exceed \$9,850,269 from CDSS for the period July 1, 2022 through June 30, 2023, all of which has been budgeted in FY 2022-2023:

\$6,264,463 (63.6% Federal with AL/CFDA #93.575 and 93.596)  
\$3,585,806 (36.4% State)  
No County match is required

**BACKGROUND:**

The County receives funds from the California Department of Social Services (CDSS) to provide California Alternative Payment Program (CAPP) to program-eligible families for

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

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Stan Hakes, (925) 608-4961

By: , Deputy

cc:

BACKGROUND: (CONT'D)

children ages 0-12 years old. Families must meet at least one of these eligibility criteria to meet program eligibility: receiving cash aid, income eligible, experiencing homelessness, or recipients of protective services or at risk of being abused, neglected or exploited, and have an established need for childcare. During Fiscal Year 2021-2022, the program served approximately 494 families with 768 children.

The Board of Supervisors approved the Continued Funding Application for fiscal year 2022-2023 to continue receiving funding for Alternative Payment Childcare Services on January 18, 2022 (C.26)

The Employment and Human Services Department (EHSD) received notification of renewal from CDSS on June 6, 2022, for Agreement Number CAPP-2009, which allows EHSD to accept funds from California Department of Social Services in the amount of \$9,850,269.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, program-eligible families and children 0-12 years of age will not receive alternative payment program childcare services.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 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: Matt Slattengren, Ag Commissioner/Weights & Measures Director  
Date: October 25, 2022

Subject: Phytophthora Ramorum Quarantine Sudden Oak Death Program

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to reimburse the County in an amount not to exceed \$81,276 for regulatory compliance and enforcement activities related to the Sudden Oak Death Program for the period July 1, 2022 through June 30, 2023.

**FISCAL IMPACT:**

This agreement will reimburse the County in an amount not to exceed \$81,276 for conducting regulatory compliance activities related to Sudden Oak Death on behalf of the California Department of Food and Agriculture. The agreement is fully funded by CDFG. There is no County match of funds. (100% State funds)

**BACKGROUND:**

The California Department of Food and Agriculture (CDFG) is the lead agency for the multi-agency task force, known as the California Oak Mortality Task Force (COMTF), that was formed to develop a coordinated effort to

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: 9256086600

By: , Deputy

cc:



BACKGROUND: (CONT'D)

address Phytophthora Ramorum (sudden oak death). Due to CDFA's responsibility under the COMTF and its statutory authority to establish quarantines, CDFA must enter into cooperative agreements with impacted counties. The role of the Agricultural Department is to issue compliance agreements and do related work that assures compliance by affected businesses, including plant nurseries, firewood dealers, tree services, green waste and compost facilities, to stop the spread of sudden oak death to non-infested areas of the State and County and to foreign countries.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to accept the agreement will result in the Agriculture Department not being reimbursed by CDFA for regulatory enforcement activities related to the Sudden Oak Death Program as budgeted.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

Subject: Grant Award #78-015 from the California Department of Public Health

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director or designee, to accept on behalf of the County Grant Award #78-015 (Grantor #MPX-002) from the California Department of Public Health, to pay the County an amount up to \$411,234 for Monkeypox (MPX) Response Funding, for the period July 1, 2022 through June 30, 2023.

**FISCAL IMPACT:**

Acceptance of this award will result in an amount up to \$411,234 for FY 2022-2023 for MPX response services. No County match is required.

**BACKGROUND:**

This grant award covers the reimbursement for services related to the MPX state of emergency, as proclaimed on August 1, 2022. This funding will aid in the distribution of MPX vaccines, tests, outreach and education, and treatments to communities most at risk, including marginalized and disadvantaged communities. As of September 23, 2022, California has 4,886 reported case of MPX.

The Health Services Department will use these funds to support efforts to vaccinate persons at risk for MPX, monitor vaccine delivery, advance equity and outreach groups who are eligible for vaccination but underrepresented among those receiving the vaccine, and provide information to the highest risk residents including gay, bisexual, transgender, and other men at risk for sexual transmission through June 30, 2023.

The Health Service Department received a notice of award from the California Department of Public Health on October 7, 2022 for this retroactive allocation.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the department will not be able to receive the State allocation for MPX services provided during the period July 1, 2022 through June 30, 2023, which will impact other public health funding resources.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Anna Roth, 925-957-2670

By: , Deputy

cc: Marcy Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: October 25, 2022

Subject: Department of State Hospitals Amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with the State of California Department of State Hospitals to increase the amount payable to the County by \$3,338,000 for a total amount of \$6,452,100 and to extend the term to June 30, 2024 to administer a pre-trial felony mental health jail diversion program for individuals charged with felony offenses in Contra Costa County.

**FISCAL IMPACT:**

This amendment will provide an additional \$3,338,000 over the extended term of the agreement. 100% State, no additional match needed.

**BACKGROUND:**

Assembly Bill No.1810 (2018) authorized the State of California Department of State Hospitals (DSH) to contract with the County to help fund the development and/or expansion of pretrial diversion for individuals with serious mental disorders who may otherwise be found incompetent to stand trial (IST) and committed to DSH for restoration of competency. The bill required participants in the pretrial diversion program to meet specified criteria, including, among others, that they suffer from certain mental disorders and have felony charges, and that there is a significant

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Paul Reyes, 925-655-2049

By: , Deputy

cc:

BACKGROUND: (CONT'D)

relationship between the serious mental disorders and the charged offense.

On May 12, 2020, the Board of Supervisors authorized an agreement with the Department of State Hospitals to have the County administer a pre-trial jail felony mental health diversion program for individuals charged with felony offenses in Contra Costa County. Program participants were to be individuals with serious mental disorders who have committed certain felony crimes and found by the Superior Court to qualify for diversion services pursuant to Penal Code § 1001.36. In addition to establishing the appropriate processes within the County's justice system, the agreement also allowed for additional staffing will be provided in Health Services, Public Defender's Office, and the District Attorney's Office to properly administer the program. The agreement has provided the County the resources needed to provide clinically appropriate and evidence-based mental health treatment and wraparound services across a continuum of care to meet the individual needs of the participating clients.

Today's action will authorize an amendment to the existing agreement to provide additional funding and to extend the term of the agreement. This amendment will provide the resources necessary for the County to secure appropriate placements and housing for diversion clients found IST who are currently on the DSH IST waitlist. The County will provide housing to diversion clients in the most appropriate level-of-care including, but not limited to, short-term treatment facilities, residential housing with clinically enhanced services, board and care homes, or other appropriate residential facilities.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

Subject: Contract #74-657 with California Mental Health Services Authority (CalMHSA)

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County a Participation Agreement, with the California Mental Health Services Authority, a California joint powers agency, in an amount not to exceed \$4,570,830, to participate in CalMHSA's contract with Streamline Healthcare Solutions, LLC for a hosted mental health services electronic healthcare record system for the period from October 25, 2022 through March 20, 2029.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$4,570,830 over a 7-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

**BACKGROUND:**

This contract meets the California Department of Health Care Services mandated payment reform requirements of California Advancing and Innovating Medi-Cal (CalAIM) which the County must meet by providing SmartCare Base, a semi-statewide hosted, mental health services enterprise health record system provided by Streamline Healthcare Solutions, LLC, to act as a catalyst for better use of data to drive performance outcomes. SmartCare Base is a fully integrated, web-based Electronic Health Records (EHR) system designed for program, billing, and revenue management to support core business requirements and address all regulatory requirements specific to the State of California by establishing consistent workflows, configuration, and functionality. CCHS implementation of SmartCare Base focuses on Alcohol and Other Drugs Services healthcare providers and organizations that offer psychiatric inpatient, outpatient, residential and community-based programs. SmartCare Base includes (but is not limited to) clinical and administrative functionality for client intake and registration, individual care planning, prescription medication orders, document management, compliance monitoring, and productivity and outcomes measurement tools. In addition, SmartCare Base will meet the requirements of Medi-Cal and includes the ability to capture data, transmit and monitor the submission process, provide reporting capabilities, check or confirm Medi-Cal Eligibility, Treatment Authorization Request (TAR) creation and submission, as well as Medi-Cal, required elements for proper claim submission.

To govern this program, the California Mental Health Services Authority (CalMHSA) entered into a Master Services Agreement with Streamline Healthcare Solutions, LLC., dated March 20, 2022, and terminating on March 20, 2029, that includes the option to extend the MSA for up to three (3) additional one (1) year periods. Under the requested contract, the County will execute a Participation Agreement (PA) with CalMHSA allowing the County to receive the software and services contracted by CalMHSA under the MSA. Under the PA, CalMHSA will invoice the County for the services and CalMHSA shall make payments to Streamline, on the County's behalf, as set forth in the Order Form

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Patrick Wilson, 925-335-8777

By: , Deputy

cc: F Carroll, M Wilhelm



BACKGROUND: (CONT'D)

between Streamline and CalMHSA for the services the County is to receive. The County may extend PA to reflect any extensions of the MSA. Under the PA, the County is obligated to pay year one implementation fees in the amount of \$1,764,358.93, which are non-refundable if the County withdraws from the EHR program and the PA. Under the PA, Streamline's liability is limited to \$10 million except with respect to breaches of data or death or bodily injury.

Approval of this new Contract #74-657 allows the contractor to provide services through March 20, 2029.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will be unable to participate in CalAIM-required payment reform effective July 1, 2023, disallowing its ability to bill for AODS services risking millions of dollars in CCHS revenue and putting patient care in jeopardy.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

Subject: Contract #22-137-60 with Meals on Wheels Diablo Region

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #22-137-60 with Meals on Wheels Diablo Region, a non-profit corporation, in an amount not to exceed \$1,122,925 to provide home-delivered meals for the Senior Nutrition Program, for the period from October 1, 2022 through June 30, 2023, which includes a three-month automatic extension through September 30, 2022, in an amount not to exceed \$280,732.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted expenditures of up to \$1,122,925 for Fiscal Year 2022-2023 and will be funded 100% by Title III C-2 of the Older Americans Act of funds.

**BACKGROUND:**

This contract meets the social needs of the County's population by providing approximately 209,170 home-delivered meals on 250 serving days, to an average of 1,465 nutritionally at-risk, home-bound senior citizens and County residents, to ensure they receive at least one third of their daily nutritional requirements. This contractor has been providing services to Contra Costa County seniors since June 1980.

On July 13, 2021, the Board of Supervisors approved Novation Contract #22-137-58 with Meals on Wheels Diablo Region, in an amount not to exceed \$510,000 for the provision of home-delivered meals for the Senior Nutrition Program, for the period from July 1, 2021 through June 30, 2022, which included a three-month automatic extension through September 30, 2022, in an amount of \$510,000.

On May 17, 2022, the Board of Supervisors approved Amendment Agreement #22-137-59 with Meals on Wheels Diablo Region, to increase the payment limit by \$115,000 to a new total of \$625,000 with no change in the original term, to provide additional home-delivered meals for the Senior Nutrition Program.

Approval of Novation Contract #22-137-60 replaces the automatic extension under the prior contract and allows this contractor to continue providing meals for the Senior Nutrition Program through June 30, 2023.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: October 25, 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



CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's homebound senior citizens and HIV/AIDS patients will not receive Senior Nutrition Program meals, which provide at least one third of their daily nutrition.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 25, 2022

Subject: APPROVE a Purchase Order Amendment with Cal-Steam.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent or designee, to execute, on behalf of the Public Works Director, an amendment to purchase order #022120 with Cal-Steam, effective October 25, 2022, to increase the payment limit by \$175,000 to a new payment limit of \$330,000, for plumbing parts and supplies, with no change in the term May 1, 2021 through June 30, 2023. Countywide.

**FISCAL IMPACT:**

Facilities Maintenance Budget. (100% General Fund)

**BACKGROUND:**

Public Works Facilities Services Division is responsible for maintaining County-owned facilities. To do so, Facilities Services purchases plumbing parts, supplies and other related items from Cal-Steam (as awarded through Bidsync Bid #1705-226). Facilities Services has exhausted almost all of the funds allotted to this purchase order (#022120) and the purchase order will be expiring on June 30, 2023.

Facilities Services is requesting an increase of \$175,000 to a new payment limit of \$330,000.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: 10/25/2022  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: October 25, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: Ted Lavelle (925) 313-7077

By: , Deputy

cc:

BACKGROUND: (CONT'D)

This amendment is needed to ensure the County has access to the vendor's products through the term of the purchase order. The increase in the purchase order limit will be used as needed, with no minimum amount that must be used.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, the County will not be able to purchase plumbing parts and supplies from Cal-Steam.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 25, 2022

**Subject:** Construction Contract for Miller Wellness Center, Crisis Stabilization Unit in Martinez (WH332D)

---

**RECOMMENDATION(S):**

APPROVE the design and bid documents, including the plans and specifications, for the above project.

DETERMINE that the bid submitted by CWS Construction Group Inc., complied with the requirements of the County’s Outreach Program for this project, as provided in the project specifications, and FURTHER DETERMINE that CWS Construction Group Inc., submitted the most responsive and responsible bid for this project.

AWARD the construction contract for the above project to CWS Construction Group Inc., in the amount of \$1,365,000 and direct that the Public Works Director, or designee, prepare the contract.

DIRECT that CWS Construction Group Inc., shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$1,365,000.

ORDER that, after CWS Construction Group Inc., has signed the contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: October 25, 2022

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

Contact: Jeffrey K Acuff 925-957-2487

By: , Deputy

cc:

**RECOMMENDATION(S): (CONT'D)**

ORDER that, in accordance with the project specifications and upon signature of the construction contract by the Public Works Director, or designee, any bid bonds posted by the bidders are exonerated and any checks or cash submitted for bid security shall be returned.

AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retention into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 2230.

AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Code Section 4107 and 4110.

**FISCAL IMPACT:**

100% California Health Facilities Authority (CHHFA)

**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 the Psychiatric Emergency Services (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 the 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. Behavioral Health Division anticipates that the Crisis Stabilization Unit will serve 2,190 clients annually.

The construction cost estimate was \$1,200,000. General prevailing wage rates will be the minimum rates paid on this project. Bids were received and opened by the Public Works Department on September 15, 2022, and the bid results are as follows:

<b><u>Bidder</u></b>	<b><u>Bid</u></b>
S&H Construction Inc.	\$1,298,600
CWS Construction Group Inc.	\$1,365,000
Angotti & Reilly	\$1,450,000
W.A. Thomas	\$1,514,000
Buehler Commercial	\$1,989,000

The Public Works Director recommends that the Board reject S&H Construction's bid due to failure to submit Good Faith Effort documentation and award the construction contract for this project to CWS Construction Group Inc., the lowest responsive and responsible bidder, in the amount of \$1,365,000.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the contract is not approved, the project will not move forward, and the Crisis Stabilization Unit will not be constructed. 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: Anna Roth, Health Services Director  
Date: October 25, 2022

Subject: Amendment Agreement #74-379-14 with People Who Care Children Association

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-379-14 with People Who Care Children Association, a non-profit corporation, effective November 1, 2022, to amend Novation Contract #74-379-13 to increase the payment limit by \$115,701 from \$243,790 to a new payment limit of \$359,491, with no change in the original term of July 1, 2022 through June 30, 2023, and to increase the automatic extension payment limit by \$57,851 from \$121,895 to a new payment limit of \$179,746 through December 31, 2023.

**FISCAL IMPACT:**

Approval of this amendment will result in additional budgeted expenditures of up to \$115,701 and will be funded 100% by Mental Health Services Act – PEI funds. (No rate increase)

**BACKGROUND:**

This contract meets the social needs of the County’s population by providing work experience for 200 multicultural youth residing in the Pittsburg/Bay Point communities, as well as programs aimed at increasing educational success among youth who are either at-risk or high-risk of dropping out of school, or committing a repeat offense. People Who Care Children Association has been providing PEI services to the County since July 1, 2009.

On October 4, 2022, the Board of Supervisors approved Novation Contract #74-379-13 with People Who Care Children Association in the amount of \$243,790, for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services, for the period July 1, 2022 through June 30, 2023, which included a six-month automatic extension through December 31, 2023, in an amount not to exceed \$121,895.

Approval of Amendment Agreement #74-379-14 will allow the contractor to provide additional Mental MHSA and PEI services through June 30, 2023.

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

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Suzanne Tavano, 925-957-5212

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, at risk youth from East Contra Costa County will have reduced access to job training and other programs, aimed at increasing educational success.

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: October 25, 2022

Subject: Novation Contract #74-503-7 with Mental Health Systems, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-503-7 with Mental Health Systems, Inc., a non-profit corporation, in an amount not to exceed \$2,266,775, to provide assisted outpatient treatment (AOT) and assertive community treatment (ACT) services for eligible adults in Contra Costa County under the Mental Health Services Act (MHSA) full-service partnership program 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 \$1,133,388.

**FISCAL IMPACT:**

Approval of this contract will result in annual expenditures of up to \$2,266,775 for FY 2022-2023 and will be funded by 81% Mental Health Service Act (\$1,836,088) and 19% Federal Medi-Cal (\$430,687) funds.

**BACKGROUND:**

This contract meets the social needs of the County's population by providing MHSA Community Services and Supports Program, including providing community-based services, personal services coordination, medication support, crisis intervention, and other mental health services to eligible adult clients in Contra Costa County. Mental Health Systems, Inc. has been providing assisted outpatient treatment and assertive community treatment services through their adult full-service partnership program to the County since July 1, 2016.

On December 7, 2021, the Board of Supervisors approved Novation Contract #74-503-6 with Mental Health Systems, Inc., in an amount not to exceed \$2,200,752, for the provision of mental health support services to adults in 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 \$1,100,376.

Approval of Novation Contract #74-503-7 replaces the automatic extension under the prior contract and allows the contractor to continue providing mental health services through June 30, 2023.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/25/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: October 25, 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



CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer services provided to eligible adult clients in Contra Costa County through MHSA Community Services and the Full-Service Partnership Program. These services are crucial for adults with serious mental illnesses and co-occurring substance abuse disorders, who a) establish an assisted outpatient treatment court settlement agreement, b) are court-ordered to receive these services, or c) meet the criteria and agree to voluntarily accept services to show clinical improvement, functional improvement and or stabilization for program consumers.



Contra  
Costa  
County

To: Board of Supervisors  
From: Lori Cruz, Child Support Services Director  
Date: October 25, 2022

Subject: Contract Amendment with Intresys, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Child Support Services, or designee, to execute a contract amendment, including modified indemnification language, with Intresys, Inc. to increase the payment limit by \$65,520 to a new payment limit of \$485,395 to update forms in TurboCourt to make them compliant with the California Department of Child Support Services (DCSS) requirements, with no change to the term through June 30, 2023.

**FISCAL IMPACT:**

This project will be fully funded by allocations from the Federal Government at 66% and the State of California at 34%.

**BACKGROUND:**

The Department of Child Support Services utilizes TurboCourt, a web-based system for customers to apply for child support services. The webpage allows customers to access services 24 hours a day, 7 days a week. On September 24, 2019, the Board of Supervisor approved a contract with Integrated Information Systems, Inc., containing modified indemnification language, in an amount not to exceed \$75,000 for the license and maintenance to the TurboCourt software system for the period of July 1, 2019 through June 30, 2020.

On June 16, 2020, the Board of Supervisors approved a contract amendment with Integrated Information Systems, Inc. to increase the payment limit by \$75,000 to a new payment limit of \$150,000 for the license and maintenance to the TurboCourt software system and to extend the contract term through June 30, 2021. On July 2, 2020, Integrated Information Systems, Inc. was merged with and into Intresys, Inc. The separate existence of Integrated Information Systems, Inc. ceased, and Intresys Inc. became the surviving corporation in the merger and succeeded to and assumed all the rights and obligations of Integrated Information Systems, Inc.

On March 30, 2021, the Board of Supervisor approved a contract amendment

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

Action of Board On: **10/25/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: October 25, 2022

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

Contact: Jessica Shepard, 925-313-4454

By: , Deputy

cc:

BACKGROUND: (CONT'D)

with Integrated Information Systems, Inc. to increase the payment limit by \$161,875 to a new payment limit of \$311,875 for the license and maintenance of the TurboCourt software system and to further extend the contract term through June 30, 2022.

On June 7, 2022, the Board of Supervisor approved a contract amendment, with Intresys, Inc. to increase the payment limit by \$108,000 to a new payment limit of \$419,875 for the license and maintenance of the TurboCourt software system and to extend the term through June 30, 2023.

The requested contract amendment will allow Intresys Inc. to update forms, provide modifications to the TurboCourt system, and update the associated system functionality to be compliant with California DCSS requirements, ensuring that the child support customers are receiving current information and the department is using current forms.

CONSEQUENCE OF NEGATIVE ACTION:

If this action were not approved, County customers would not have ease of access to child support services.

CHILDREN'S IMPACT STATEMENT:

This action allows the Department of Child Support Services the ability to offer web-based services to our customers in support of children. The recommendation supports the following children's outcomes: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; and (3) Families that are Economically Self Sufficient.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

Subject: Contract #72-153-1 with Aspiranet

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #72-153-1 with Aspiranet, a non-profit corporation, in an amount not to exceed \$350,000, for the Partners in Pregnancy Fatherhood Program to promote positive birth outcomes and develop strong family bonds for babies in the African American community for the period from October 1, 2022 through September 30, 2024.

**FISCAL IMPACT:**

Approval of this contract will result in contractual service expenditures of up to \$350,000 over a 2-year period and will be funded 100% by the California Department of Public Health funds.

**BACKGROUND:**

The County has been contracting with Apsiranet since October 2020 to provide a Fatherhood Program for expectant, new and non-custodial fathers who are parents with African American women to infants younger than one year of age to promote positive birth outcomes and to develop strong family bonds for babies in the African American community of Contra Costa County.

On October 13, 2020, the Board of Supervisors approved Contract #72-153 with Aspiranet, in an amount not to exceed \$250,000, for the provision of the Partners in Pregnancy Fatherhood Program which promotes positive birth outcomes and develop strong family bonds in the African American community for the period October 1, 2020 through September 30, 2022.

Approval of Contract #72-153-1 will allow the contractor to continue providing Fatherhood Program services through September 30, 2024.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the African American community of Contra Costa County will not receive the benefits in being part of the Fatherhood Program to help develop strong family bonds for babies in this community.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: October 25, 2022

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

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

By: , Deputy

cc: E Suisala , M Wilhelm

CHILDREN'S IMPACT STATEMENT:

This contract supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing" and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

Subject: Participation Agreement #74-649-1 with California Mental Health Services Authority

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Participation Agreement #74-649-1 including indemnification with California Mental Health Services Authority (CalMHSA), a public entity, in an amount not to exceed \$22,432, to act as the administrative agent to contract with California Department of State Hospitals (DSH) for access and use of state hospital bed utilization on behalf of the County, for the period July 1, 2022 through June 30, 2023.

**FISCAL IMPACT:**

Approval of this participation agreement will result in budgeted annual expenditures of up to \$22,432 and will be funded 100% by Mental Health Realignment funds.

**BACKGROUND:**

The purpose of this participation agreement is to grant CalMHSA the authority to contract with DSH for state hospital bed utilization on behalf of the County and to define roles and responsibilities between CalMHSA and Participants in the context of a MOU between CalMHSA and DSH. The County has been contracting with CalMHSA since July 2021.

On May 17, 2022, the Board of Supervisors approved Participation Agreement #74-649 with CalMHSA in the amount of \$29,442 to act as administrative agent with the DSH for access and use of state hospital bed resources on behalf of the County and to evaluate and implement collaborative opportunities in the development of programs for the period from July 1, 2021 through June 30, 2022.

Approval of Participation Agreement #74-649-1 allows the contractor to continue providing services through June 30, 2023. This participation agreement includes indemnifying the contractor for any claim, demand, allowance, suit or damages. In recent years, payment has been arranged through an Annual Commitment Funding Form and processed on a purchase order. The agreement recently changed to a service contract and the County did not receive the contract from CalMHSA until August 1, 2022. Upon receipt, the department began processing the agreement through its service contract processes and is therefore being brought to the Board retroactively.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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ATTESTED: October 25, 2022

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

Contact: Suzanne Tavano, Ph.D,  
925-957-5169

By: , Deputy

cc: Edney Suisala , Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this participation agreement is not approved, Contra Costa County will not have access to CalMHSA's administrative agent services for state hospital bed utilization.

ATTACHMENTS



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

**Subject:** Contract #24-704-11 with Kimberly Loda, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-704-11 with Kimberly Loda, M.D., an individual, in an amount not to exceed \$230,631, to provide outpatient psychiatric services to mentally ill adults in West County, for the period from October 1, 2022 through September 30, 2023.

**FISCAL IMPACT:**

Approval of this contract will result in an annual budgeted expenditure of up to \$230,631 and will be funded by 100% Mental Health Realignment revenues. (No rate increase)

**BACKGROUND:**

This contract meets the social needs of the County’s population by providing outpatient psychiatric services to adult patients in West County. The Behavioral Health Services Department has been contracting with Kimberly Loda, M.D., since October 2013.

On October 19, 2021, the Board of Supervisors approved Contract #24-704-9 with Kimberly Loda, M.D., in an amount not to exceed \$262,080 to provide outpatient psychiatric services including diagnosing, counseling, evaluating, and providing medical and therapeutic training to adults in West County for the period October 1, 2019 through September 30, 2021.

On June 21, 2022, the Board of Supervisors approved Contract Amendment Agreement #24-704-10 with Kimberly Loda, M.D., to increase the payment limit by \$25,000 to a new total of \$287,080 to provide additional outpatient psychiatric services including diagnosing, counseling, evaluating, and providing medical and therapeutic training to adults in West County with no change in the term.

Approval of Contract #24-704-11 will allow this contractor to continue providing outpatient psychiatric services through September 30, 2023.

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **10/25/2022**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: October 25, 2022

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

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

By: , Deputy

cc: Claudia Viscarra



CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County clients will not have access to this contractor's outpatient psychiatric services and will experience longer wait times for psychiatric services at the County's outpatient clinics.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

**Subject:** Contract #76-682-2 with Regents of the University of California, on behalf of UC Davis Medical Group

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-682-2, containing mutual indemnification, with Regents of the University of California, on behalf of UC Davis Medical Group, a government agency, in an amount not to exceed \$35,000 to provide specialized outside laboratory testing services for Contra Costa Regional Medical Center (CCRMC) for the period November 1, 2022 through October 31, 2023.

**FISCAL IMPACT:**

Approval of this contract will result in an annual expenditure of up to \$35,000 and is funded by 100% Hospital Enterprise Fund I. (Rate increase)

**BACKGROUND:**

CCRMC and Contra Costa Health Centers have an obligation to provide laboratory testing services to patients. Therefore, the County contracts with outside laboratory testing services in order to provide testing services not available at County facilities, to ensure patient care is provided as required. This contractor has been providing outside laboratory testing services for several years.

On November 16, 2021, the Board of Supervisors approved Contract #76-682-1, with Regents of the University of California, on behalf of UC Davis Medical Group in an amount not to exceed \$35,000 for the provision of specialized outside laboratory testing services for CCRMC for the period November 1, 2021 through October 31, 2022.

Approval of Contract #76-682-2 will allow the contractor to continue providing specialized outside laboratory testing services through October 31, 2023. 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 specialized outside laboratory testing services at CCRMC will not have access to this contractor's infectious disease testing services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Jaspreet Benepal, 925-370-5100

By: , Deputy

cc: K Cyr, M Wilhelm



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

**Subject:** Contract #22-219-70 with Elior, Inc. (dba Trio Community Meals)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #22-219-70 with Elior, Inc. (dba Trio Community Meals), a corporation, in an amount not to exceed \$4,074,367, to provide meal services for the County's Senior Nutrition Program for the period from October 1, 2022 through June 30, 2023, which includes a three-month automatic extension through September 30, 2023, in an amount not to exceed \$1,018,592.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted expenditures of up to \$4,074,367 and will be funded by 52% Meals on Wheels of Contra Costa (\$2,118,671), 28% American Rescue Plan Act (\$1,140,823), and 20% Older Americans Act Title III C (\$814,873).

**BACKGROUND:**

The Public Health Department has been contracting with Bateman Community Living, LLC (dba Trio Community Meals), since July 1986 to provide meal services for County's Senior Nutrition Program. This contractor was selected to provide meals for the Senior Nutrition Program through a competitive bid process conducted by the County's General Services Department (Purchasing).

This contract meets the social needs of the County's population. The contractor will provide prepackaged, frozen meals, on 249 county-designated serving days, for elderly, disabled, and AIDS/HIV diagnosed citizens of Contra Costa County.

On July 27, 2021, the Board of Supervisors approved Contract #22-219-68, with Bateman Community Living, LLC (dba Trio Community Meals), for the provision of meal services for County's Senior Nutrition Program, in the amount of \$4,694,071 for the period from July 1, 2021 through June 30, 2022, which includes a three-month automatic extension through September 30, 2022, in an amount not to exceed \$1,013,919.

On May 3, 2022, the Board of Supervisors approved Amendment Agreement #22-219-69 effective January 1, 2022, to modify the rate schedule with no changes to the original payment limit of \$4,694,071, or term of July 1, 2021 through June 30, 2022.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Ori Tzvieli, M.D., 925-608-5287

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #22-219-70 will allow the contractor to continue providing meal services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, homebound seniors and ambulatory seniors of Contra Costa County participating in the Senior Nutrition Program may not receive the appropriate meals or nutrition.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

Subject: Payment for Services Provided by AGFA US Corp.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, to pay \$28,795 to AGFA US Corp. for parts and repairs performed on the AGFA DX-100 portable X-ray machine for Contra Costa Regional Medical Center (CCRMC) during the period of July 29, 2021 through October 6, 2021.

**FISCAL IMPACT:**

Approval of this action will result in a one-time expenditure in an amount not to exceed \$28,795 and will be funded entirely by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

The Diagnostic Imaging Department provides portable X-rays to the patients in the Emergency Department, Operating Room, and other hospital patients who are too sick to be transported to the imaging department for their exam. Portable imaging helps physicians with quicker diagnosis and treatment for the patient, and it is essential to patient recovery and care. The department has been utilizing AGFA portable X-ray equipment prior to 2010. On August 13, 2013, the Board of Supervisor's approved agenda item C.58 for the first AGFA Circle of Care Maintenance program to provide maintenance and repairs on their portable x-ray equipment. The department has continued to renew their Circle of Care maintenance program annually. On August 9, 2022, the Board of Supervisor's approved agenda item C.49 to execute the latest renewal through March 31, 2023.

When the portable X-ray machine broke, Interventional Radiology (IR) staff contacted AGFA directly to perform repairs during the period of July 29, 2021 through October 6, 2021, which staff believed were covered under their AGFA Circle of Care maintenance agreement. Staff did not realize that the parts and labor would be billed separately. In addition, staff turnover and administrative oversight caused delays in processing this request, which could have been considered an emergency purchase order request. As a result, the Department does not have an approved purchase order for these service invoices to be paid.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Angela Womble, (925) 370-5338

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The vendor is entitled to payment for the reasonable value of its services under the equitable relief theory of quantum meruit. The theory provides that where a vendor has been asked to provide services without a valid payment instrument, and the vendor does so to the benefit of the County, the vendor is entitled to recover the reasonable value of those services. The vendor has provided services at the request of the Health Services Department staff.

As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment to this vendor in an amount not to exceed \$28,795. Since the period when these services were provided in good faith, the Department has provided Contra Costa Regional Medical Center staff with procurement training. Additionally, staff have received administrative guidance to take preventative measures by establishing more comprehensive repair and preventative maintenance agreements with terms and financing to cover emergent needs such as equipment failure.

CONSEQUENCE OF NEGATIVE ACTION:

If the action is not approved, AGFA US Corp. will not be paid for services rendered in good faith.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: October 25, 2022

Subject: Workforce Innovation and Opportunity Act (WIOA) Programs Annual Update PY21/22

---

**RECOMMENDATION(S):**

RECEIVE the annual report on the Workforce Innovation and Opportunity Act (WIOA) and the Workforce Development Board, as recommended by the Family and Human Services Committee.

**FISCAL IMPACT:**

This is an information report. There is no fiscal impact.

**BACKGROUND:**

On May 23, 2022, the Family and Human Services Committee received annual report on the Workforce Innovation and Opportunity Act (WIOA) and the Workforce Development Board. The report is attached.

The most recent status update to the Board of Supervisors was on June 8, 2021.

On January 6, 2015 the Board of Supervisors referred oversight and receipt of updates on the Workforce Innovation and Opportunity Act (WIOA) to the Family and Human Services Committee (FHS).

WIOA was signed into law on July 22, 2014.

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

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Stan Hakes (925) 608-4961

By: , Deputy

cc:

BACKGROUND: (CONT'D)

WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. WIOA was expected to significantly impact the Employment and Human Services Department (EHSD) and the way the Workforce Development Board does its work. Therefore, updates on the impacts and changes was referred to FHS.

CONSEQUENCE OF NEGATIVE ACTION:

Not applicable.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

WDB WIOA Annual Report



# Workforce Development Board

# Workforce Innovation and Opportunity Act



**Workforce**  
Development Board  
Contra Costa County



CONTRACOSTA  
COUNTY  
EMPLOYMENT &  
HUMAN SERVICES

CONTRA COSTA COUNTY EMPLOYMENT & HUMAN SERVICES DEPARTMENT

UPDATE TO THE BOARD OF SUPERVISORS | OCTOBER 18, 2022

PRESENTED BY TAMIA BROWN, BUREAU DIRECTOR, WORKFORCE DEVELOPMENT BOARD

PATIENCE OFODU, BUSINESS SERVICES AND ECONOMIC DEVELOPMENT PROGRAM MANAGER

# Overview of Workforce Development Board

## Achieving Equity

Equitable economic growth for Contra Costa County through innovative, sustainable solutions

BUSINESS/INDUSTRY

JOBSEEKERS

YOUTH & YOUNG ADULTS

PARTNERS

YOUTH CENTERS



Workforce  
Development Board  
Contra Costa County



# Economic Recovery Investments

## Shared Prosperity & Health Care Report

The Shared Prosperity report examines the economic impacts of the COVID-19 pandemic, with the potential to uplift communities and enhance economic opportunity. The Health Care Workforce report identified opportunities to expand access to high demand health care careers, and barriers to training and employment in these fields.

[Shared Prosperity Report](#)  
[Healthcare Workforce Report](#)

## Bounce Back Contra Costa

### Resource Hotline

July 2021 - Apr 2022	
Businesses	38
Individuals / Employees	56
Unspecified	1
<b>TOTAL</b>	<b>95</b>

### CEA to provide Employer Resources

9/30/2021	Bringing Employees Back to Work	17
11/11/2021	Top Employer Concerns in a COVID World	10
1/13/2022	2022 Labor Law Update w/Evaluation	33
2/2/2022	BONUS – Contra Costa Coalition LLU	86
2/16/2022	Recruiting in a Pandemic World	45
4/12/2022	Managing Workplace Stress & Burnout - ONSITE	15
	<b>TOTAL</b>	<b>206</b>



# Economic Recovery Investments

## Employer Surveys

To gain insights, we conducted an employer survey from January 31 through April 15. More than 100 businesses in Contra Costa and surrounding counties responded, revealing to us that:

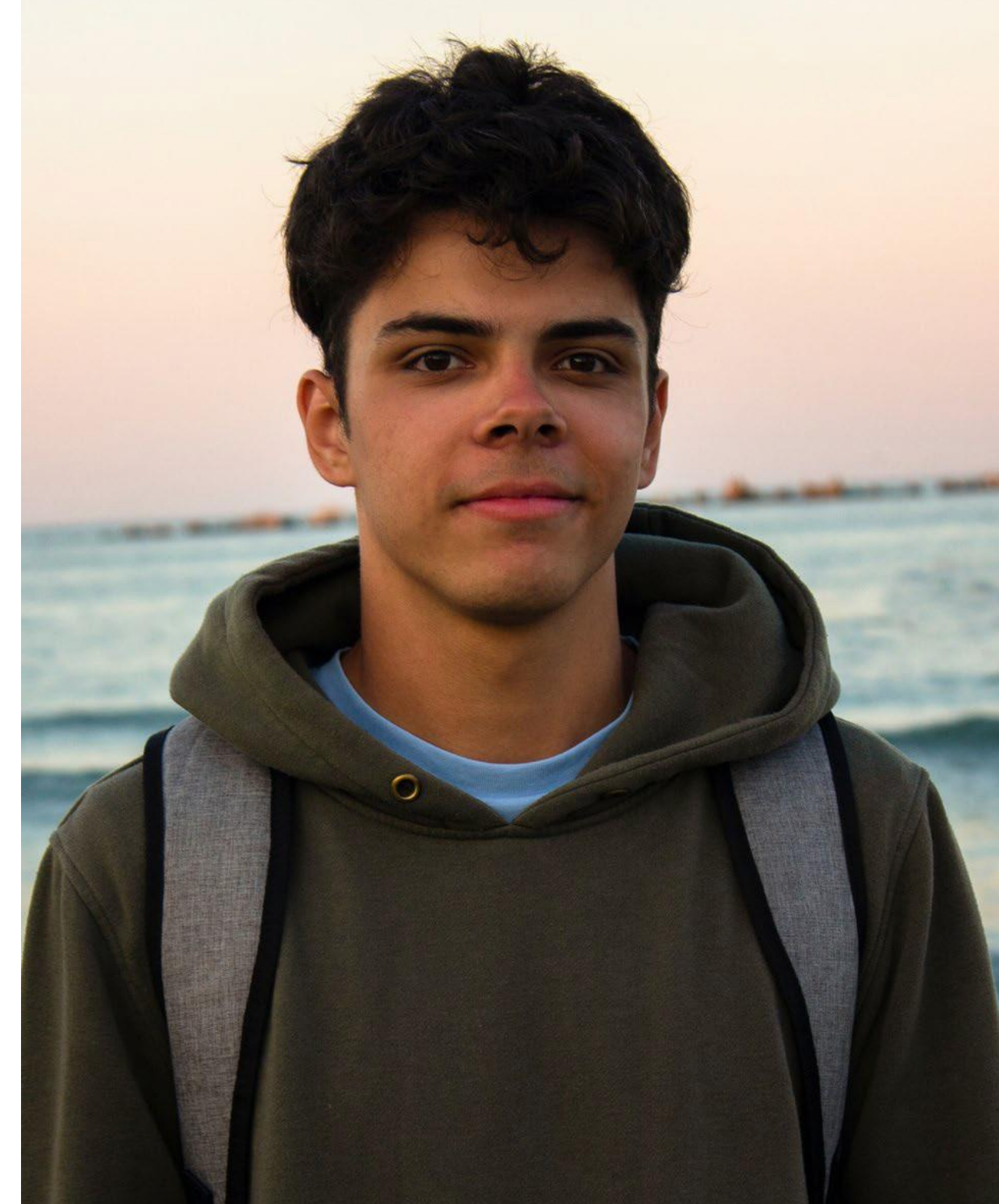
**Businesses need workers: 59% are currently trying to fill 1-5 positions**

**Business are expanding: 56% are planning to create 1-5 new jobs in 2022, and 14% are considering 20+ new jobs**

**Employers anticipate minimal, if any, layoffs: 90% do not plan any layoffs in 2022, while 7% are unsure**

**Referrals and employment websites are popular: The top two methods for finding candidates are referrals (64%) and employment websites (61%)**

**Good skills are hard to come by: Employers have difficulty finding employees with hard skills (27%) and soft skills (28%), with 45% of respondents listing specific skills needed**



# Economic Recovery Investments

## Social Media

### ORGANIC SOCIAL MEDIA (Unpaid Promotion)

Organic social media is any social media activity without a paid promotion. It uses free social media tools to build and engage with an online following.

*Impressions: A post was seen on a social media feed 236,383 times*

*Engagements: A viewer clicked on, commented, shared, retweeted, or liked a post 11,563 times*

*Post Link Clicks: A viewer clicked through to the WDBCCC website or external link 3,036 times*

*Video Views: A viewer clicked through to watch campaign videos 1200 (organic) and 25,432 (paid) times*

*New Follower Growth Across Platforms: 2,645 total followers, representing 18.5% growth in follower base; total net audience grew by 401 new followers*

**Paid Promotion**  
**Impressions:**  
786,244  
**Clicks to website:**  
9,042  
**Engagements:**  
5,655  
**Achieving Equity**  
**video views:**  
25,432



# PY 2022/ 2023 Funding Initiatives

Discretionary Funding						
<b>Funding Source</b>	National Dislocated Worker Assistance (NDWA) Grant	Workforce Accelerator 10	California 4ALL	STEPS Grant	Department of Industrial Relations – Paramedics for Equity	Measure X - Youth Centers
<b>\$ Amount</b>	\$316,000	\$250,000	\$2.4M	\$250,000	\$240,000	\$11,750,000
<b># to Serve</b>	40	45	82	50	50	0
<b>Services to Provide</b>	Training & Employment	Emergency Medical Technician (EMT) Training	Community Health Ambassadors & Foster Youth Garden Apprentices	Paid work-experience for high school students with Disabilities	Paramedics Apprenticeship Training & Employment	Youth Centers in East and Central County

**Pending:** High Road Training Partnerships \$1M

**Pending:** Regional Equity and Recovery Partnership \$1.3M



# PY 2021/2022 Performance Measures

			Employment Data		Demographic Data				
Program	Description of Program	Participants Served	Employment Rate-2nd Qtr	Median Earnings+	Asian	Black/African American	Hispanic/Latino	White	Other
<b>Adult</b>	Career services for jobseekers with barriers to employment	565	63.28%	\$9,049.46	9.6%	29.92%	31.6%	23.1%	5.8%
<b>Dislocated Worker</b>	Services for workers displaced by a changing economy	202	65.03%	\$9,555.23	12.8%	23.15%	27.6%	28.6%	7.9%
<b>Youth (ages 16-24)</b>	Services for youth with barriers to education and employment - Age 16-24	165	76.92%	\$4,356.00	3.0%	37.58%	41.2%	9.7%	8.5%
<b>National Dislocated Worker Grant*</b>	Dislocated Workers affected by COVID 19	158	58.50%	\$8,884.88	14.0%	26.11%	34.4%	19.1%	6.4%
<b>Prison 2 Employment (P2E)*</b>	Services provided to justice impacted adults	46	24.10%	\$12,155.00	4.1%	38.78%	10.2%	28.6%	18.4%

+Median Earnings – The median earning of program participants who are in unsubsidized employment during the second quarter after exit from the program. The median income is established through direct UI wage records, Federal or military employment records or supplemental wage information.

\*Special Grants – Data for special grants are for the life of the grant and it is not limited to the program year.



# Updated Board Priorities

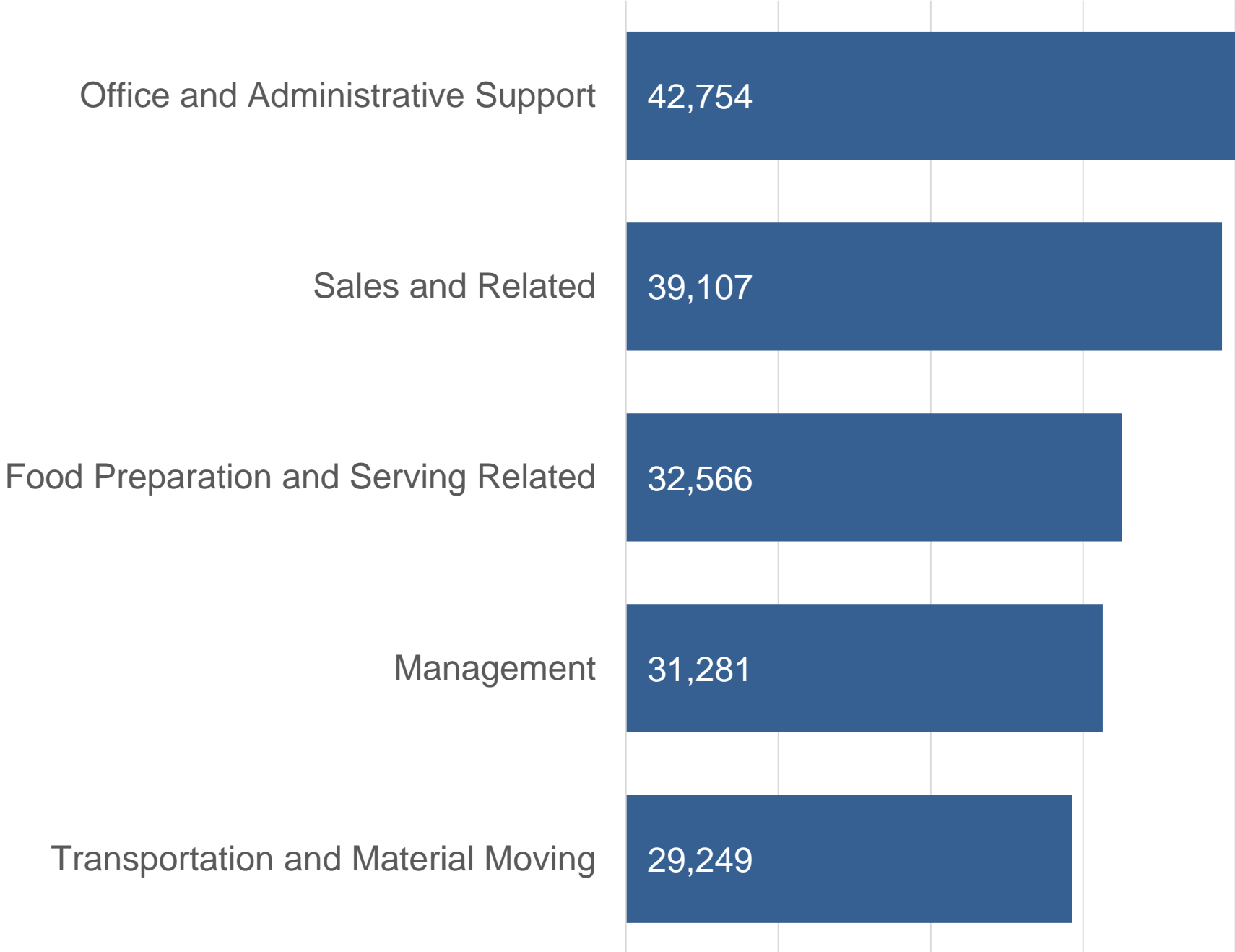
- Incorporate Race, Equity, Diversity & Inclusion (REDI) Principles in all Business Services
- Development of Community Resources Center Focusing on Small Minority & Micro-Owned Businesses
- Creation and Expansion of Earn & Learn Models
- Serving Vulnerable Populations to Build Transferrable Skills



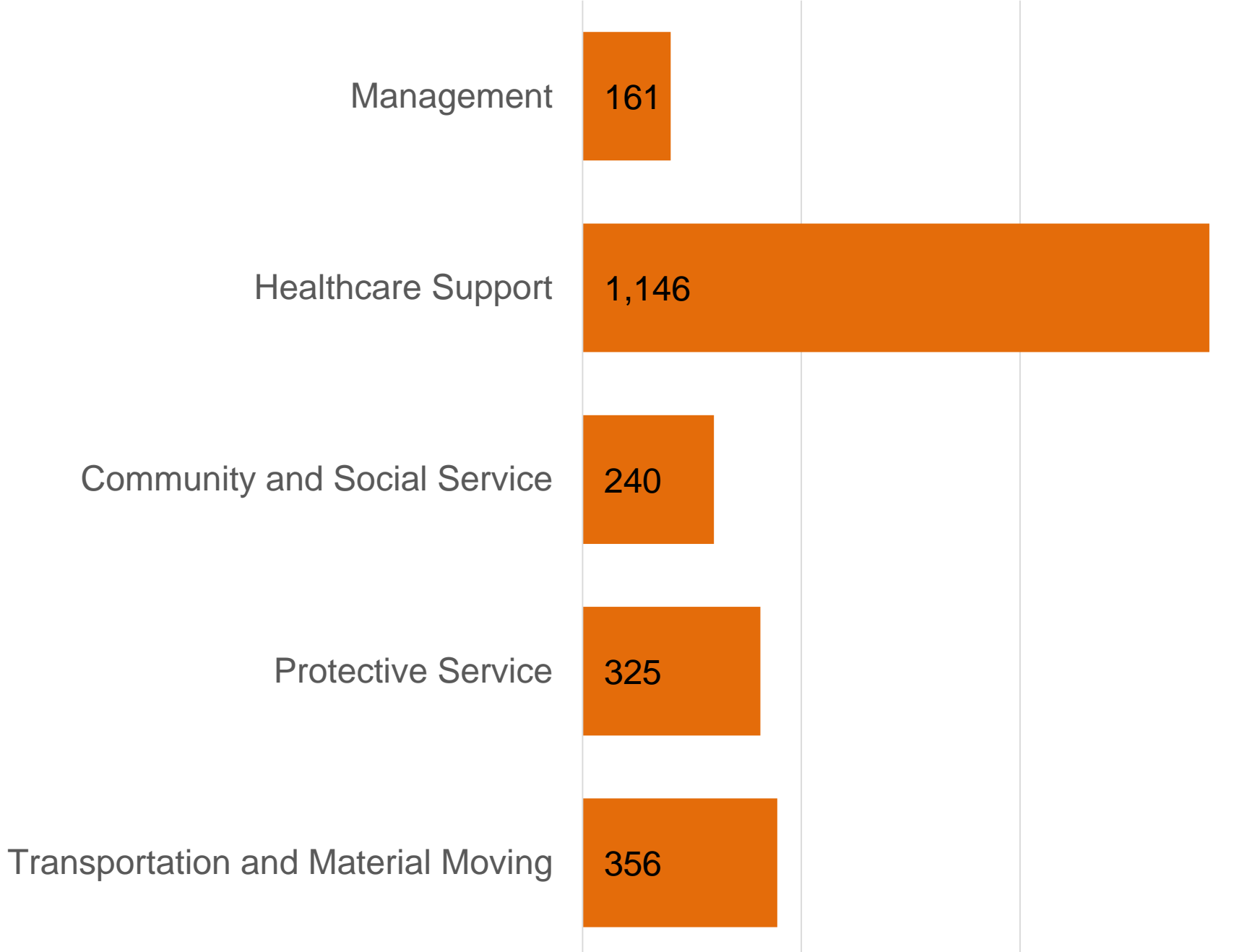


# Labor Market in Contra Costa County

**Occupations by Total Employment**



**Occupations by Job Growth**



# Monthly Labor Force Data for Cities and Census Designated Places (CDP)

July 2022 – Preliminary; Data Not Seasonally Adjusted

Area Name	Labor Force	Employment	Unemployment	
			Number	Rate
Contra Costa County	555,600	537,000	18,600	3.3%
Alamo CDP	5,700	5,600	100	1.8%
Antioch city	50,400	48,100	2,300	4.5%
Bay Point CDP	11,900	11,300	600	5.3%
Bethel Island CDP	700	700	0	6.1%
Brentwood city	29,600	28,600	1,000	3.3%
Byron CDP	900	900	100	6.9%
Clayton city	5,200	5,000	200	3.2%
Clyde CDP	400	400	0	0.0%
Concord city	64,500	62,600	1,900	3.0%
Crockett CDP	1,600	1,500	100	4.6%
Danville town	20,600	20,000	600	2.9%
Diablo CDP	200	200	0	0.0%
Discovery Bay CDP	7,600	7,400	200	3.1%
East Richmond Heights CDP	2,000	2,000	0	2.0%
El Cerrito city	13,600	13,200	400	2.6%
El Sobrante CDP	7,800	7,600	200	2.6%
Hercules city	14,100	13,700	500	3.3%
Kensington CDP	2,400	2,400	100	2.1%

Area Name	Labor Force	Employment	Unemployment	
			Number	Rate
Contra Costa County	555,600	537,000	18,600	3.3%
Lafayette city	12,200	11,900	300	2.5%
Martinez city	20,100	19,600	600	2.8%
Moraga town	7,100	6,900	200	3.0%
Mountain View CDP	1,100	1,100	100	5.3%
Oakley city	20,000	19,200	800	3.9%
Orinda city	8,800	8,600	200	1.9%
Pacheco CDP	2,800	2,700	100	3.5%
Pinole city	9,900	9,600	300	3.1%
Pittsburg city	34,100	32,700	1,400	4.1%
Pleasant Hill city	17,800	17,300	500	2.9%
Port Costa CDP	100	100	0	0.0%
Richmond city	52,300	50,300	2,000	3.9%
Rodeo CDP	4,800	4,600	200	4.5%
Rollingwood CDP	1,700	1,500	200	9.1%
San Pablo city	13,600	13,100	500	3.8%
San Ramon city	42,700	41,600	1,100	2.5%
Tara Hills CDP	2,700	2,600	0	0.8%
Vine Hill CDP	1,600	1,600	0	2.2%
Walnut Creek city	34,100	33,100	1,000	2.9%



# Questions?



Workforce  
Development Board  
Contra Costa County

CONTRACOSTA  
COUNTY  
EMPLOYMENT &  
HUMAN SERVICES



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: October 25, 2022

**Subject:** Workforce Development Board of Contra Costa County and America’s Job Center of California (AJCC) Partners Memorandum of Understanding

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Board of Supervisors Chair, and the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board and Employment and Human Services Department, and the Health Services Department and Probation Department Directors or designees, to sign the Memorandum of Understanding with all mandated partners of the America's Job Center of California for the period of July 1, 2022 through June 30, 2025.

**FISCAL IMPACT:**

The Workforce Development Board (WDB) of Contra Costa County, under the umbrella of the Employment and Human Services Department (EHSD), carries the lease and operational obligation of the Concord AJCC. The total cost of this monthly obligation is \$30,812.07. WDB’s portion is \$15,124.41, all of which is included in the FY 22-23 Adopted Budget. EDD’s portion is \$15,687.66 with a corresponding revenue from the EDD sublease, all of which is already included in the FY 22-23 Adopted Budget.

**BACKGROUND:**

The Workforce Innovation and Opportunity Act (WIOA) requires Local Boards

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: L. Pacheco (925) 608-4963

By: , Deputy

cc:

BACKGROUND: (CONT'D)

to develop Memorandums of Understanding (MOUs) with all AJCC required partners within their Local Workforce Development Area (Local Area).

The purpose of the MOU is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services. The MOU is another opportunity for the WDB, AJCC and its partners to reiterate their commitment to equity, inclusion and diversity. All parties agree to review and update the MOU every three years and the contained Infrastructure Funding Agreement (IFA) annually. The cost sharing methodology is based on square footage occupied by each co-located partner. Currently the EDD is the only co-located partner and therefore the only one that shares infrastructure costs.

AJCC partners under this MOU are listed on pages two and three of the attached MOU. They include the Employment Development Department, California Department of Rehabilitation, Contra Costa County Housing Authority, Contra Costa County's Employment and Human Services Department, Contra Costa County's Health Services Department (H3), Contra Costa County's Probation Department, the Contra Costa Office of Education, the Workforce Development Board of Contra Costa County, several local school districts/adult education entities, Self-Help for the Elderly, Job Corps, Scotts Valley Tribal TANF, and California Human Development. There is a mutual indemnification provision amongst all parties in the MOU.

CONSEQUENCE OF NEGATIVE ACTION:

Cooperative working relationships and County America's Job Center operational requirements could be jeopardized.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

AJCC MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**Purpose of MOU**

The Workforce Innovation and Opportunity Act (WIOA) requires that a MOU be developed and executed between the Local Board and the America’s Job Center of California<sup>SM</sup> (AJCC) partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU, is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

California’s one-stop delivery system, the AJCC, is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives will be accomplished by ensuring access to high-quality AJCC that provides the full range of services available in the community for all customers seeking the following:

- Looking to find a job.
- Building basic educational or occupational skills.
- Earning a postsecondary certificate or degree.
- Obtaining guidance on how to make career choices.
- Seeking to identify and hire skilled workers.

**Local/Regional Vision Statement, Mission Statement, and Goals**

The Workforce Development Board of Contra Costa County (WDB), in partnership with the Contra Costa County Board of Supervisors, has articulated a compelling **Vision** for economic vitality in our county and region:

“Contra Costa County’s Workforce Development Board supports a network that creates and promotes dynamic education systems, high-performing businesses, and a prosperous local economy with an abundance of high-quality jobs and skilled workers to fill them.”

The publicly funded workforce system is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of the regional economy. It is designed to increase access to, and opportunities for, the employment, education, training and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers and provide a high-quality workforce. This is accomplished by providing all customers access to high-quality AJCC that connects them to the full range of services available in their communities.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

Each AJCC partner agrees to adhere to the provisions of WIOA and to the greatest extent possible the following guiding vision and principles for California’s One-Stop delivery system that services will be:

- (1) Integrated and affording universal access to the system overall (offering as many employment, training, and education services as possible for individuals seeking jobs or enhancement of skills)
- (2) Comprehensive (offering a large array of useful information with wide and easy access to needed services);
- (3) Customer-focused (providing the means for customers to judge the quality of the services and make informed choices, and recognizing that customers might be job seekers, businesses or partners)
- (4) Performance-based (based on a set of shared outcomes to be achieved and methods for measurement)

**Parties to the MOU**

All parties to this MOU are required partners in the One-Stop Delivery System under WIOA and include local/regional representatives of the following programs:

<b><i>Workforce Innovation and Opportunity Act (WIOA) America’s Job Center of California<sup>SM</sup> (AJCC) Required Partners</i></b>	
<b>One-Stop Required Partner</b>	<b>Local Partner Organizations/Programs</b>
Title 1 Adult	Workforce Development Board of Contra Costa County
Title 1 Dislocated Worker	
Title 1 Youth	
Adult Education/Literacy	Acalanes Adult Education Martinez Unified School District – Adult Education/Literacy Mt. Diablo Unified School District – K12 and Adult Education West Contra Costa Unified School District – Adult Education Liberty Union High School District – Liberty Adult Education Pittsburg Adult Education Center Contra Costa Office of Education – Contra Cost Adult School (schools in jails)
Career/Technical Education	Contra Costa Community College District
Wagner-Peyser	Employment Development Department (EDD)
Veterans	
Trade Adjustment Assistance Act	

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

Unemployment Insurance	
Vocational Rehabilitation	California Department of Rehabilitation Greater East Bay District
Senior Community Service Employment Program (SCSEP)	Self-Help for the Elderly
Job Corps	Job Corps
Native American (Section 166)	Scotts Valley Tribal TANF
Migrant/Seasonal (Section 167)	California Human Development
YouthBuild	There are no YouthBuild programs in operation in this region.
Community Action	Contra Costa County, Employment and Human Services Department (EHSD) — Community Services Bureau
Housing & Urban Development	Contra Costa County Housing Authority Contra Costa County, Health, Housing and Homeless Services (H3), Health Services Department
Second Chance Act/ AB 109 Community Programs	Contra Costa County Probation Department/ Office of Reentry and Justice
TANF/CalWORKS	Contra Costa County Employment and Human Services Department (EHSD)

**One-Stop System Services**

Contra Costa County is a very diverse county covering 716 square miles with a population of 1.148 million (2020 Census). The comprehensive AJCC, which incorporates programs, services and activities of all required partners, is located in Concord. A network has been established to include a variety of partners (public, private, and non-profit) to support the mission, vision of the WDB, and are committed to working together to achieve the goal of moving as many individuals, families and businesses as possible toward economic self-sufficiency. Because of unique characteristics of their individual economies, the WDB has delineated the county into three sub-regions: West, Central, and East. In the cycle of its meetings, the network devotes time to each of the respective sub-regions.

The WDB and AJCC provide WIOA basic services to all customers including: businesses, workers, under-employed individuals, and unemployed individuals. Individuals who meet WIOA eligibility requirements and priority of service will receive WIOA individualized services.

**Responsibilities of AJCC Partners**

AJCC partners agree to carry out the following shared responsibilities in order to strengthen the capacity and effectiveness of the Contra Costa County AJCC in achieving its service goals for job



**MEMORANDUM OF UNDERSTANDING  
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seekers, employers and employees:

- Participate in joint planning, plan development, and modification of activities to accomplish the following:
  - Continuous partnership building with each other and all agencies in the county engaged in education, training and employment services.
  - Continuous planning in response to state and federal requirements.
  - Responsiveness to local and economic conditions, including employer needs.
  - Adherence to common data collection and reporting needs.
- Make services provided by partner programs available to eligible customers through the One-Stop delivery system.
- Participate in the operation of the AJCC system, consistent with the terms of this MOU and requirements of authorized laws.
- Participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained.

**Funding of Services and Operating Costs**

AJCC partners who are physically co-located at the Concord AJCC more than 20 hours per week agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. As of July 2022, EDD is the only co-located partner.

AJCC partners will ensure that the shared costs are supported by accurate data, are consistently applied over time, and the methodology used in determining the shared costs are reflected in the Infrastructure Funding Agreement contained herein that will be negotiated in good faith.

**Methods for Referring Customers**

AJCC partners commit to mutually implement processes for the referral of customers to services not provided on-site. All parties to this MOU agree that they will:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate.

**Access for Individuals with Barriers to Employment**

The WDB has established a local priority of service policy that will be implemented at the AJCC to ensure access for individuals with barriers to employment. “Barriers to employment” is defined as characteristics (physical condition or personal situation) that may hinder an individual’s hiring, promotion or participation in the labor force.

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In accordance with WIOA guidelines and definitions, individuals (adults and youth) with barriers to employment include those who are members of one or more of the following populations:

- (A) Displaced homemakers.
- (B) Low-income individuals.
- (C) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.
- (D) Individuals with disabilities, including youth who are individuals with disabilities.
- (E) Older individuals.
- (F) Ex-offenders.
- (G) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. § 14043e– 2(6))), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11434a(2))).
- (H) Youth who are in or have aged out of the foster care system.
- (I) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
- (J) Eligible migrant and seasonal farmworkers, as defined in section 167(i) of WIOA regulations.
- (K) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. § 601 et seq.).
- (L) Single parents (including single pregnant women).
- (M) Long-term unemployed individuals.
- (N) Such other groups as the Governor involved determines to have barriers to employment.

Services provided for individuals with barriers to employment may include direct referral to a partner agency that has expertise working with that specific population. Professional development and training will be provided to staff to ensure not only sensitivity but cross-training competencies in this area. Each AJCC partner ensures that policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

**Shared Technology and System Security**

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, the California Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and other applicable statutes, regulations and requirements.
- Adhere to principles of common reporting and shared information through electronic mechanisms, including shared technology with sufficient security.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or partners (e.g. applications, eligibility and referral

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
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records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.

- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

**Confidentiality**

Each AJCC Partner to this MOU agrees to comply with the provisions of WIOA as well as the applicable sections of the California Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other applicable statutes and requirements to ensure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services unless expressly permitted by law.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer or their legal representative.
- Compliance with the confidentiality provisions of the respective statutes to which AJCC partners must adhere, while sharing information necessary for the administration of the program as allowed under law and regulation. Each AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services or as otherwise required by law. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties to the extent as permitted by law.

**Commitment to Equity, Inclusion and Diversity**

The AJCC partner shall ensure the provision of workforce and education services that recognize historically unserved or underserved communities, including African-American, Latinx, Indigenous peoples, and other persons of color, immigrants, refugees, people with disabilities, LGBTQ+ (lesbian, gay, bisexual, transgender, and queer), and others who experience systemic barriers in the labor force. The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to sex, gender, race, color, ancestry, religion, national origin, military or veteran status, physical disability, mental disability, medical condition(s), genetic information, age, sexual orientation, gender identity or expression, or marital status. Each AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12990) and related regulations.

The AJCC partner will ensure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

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**Grievances and Complaints Procedure**

AJCC partners agree to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. AJCC partners further agree to communicate openly and directly with each other and the WDB to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

**Americans with Disabilities Act and Amendments Compliance**

All AJCC partner MOU signatories agree to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the *Americans with Disabilities Act of 1990* and its amendments. Additionally, AJCC partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

**Effective Dates and Term of MOU**

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be the three-year period July 1, 2022–June 30, 2025. All parties agree to review and update the MOU every three years and the contained Infrastructure Funding Agreement (IFA) annually. This will ensure that the document contains up-to-date information regarding funding, delivery of services, and the signatory officials of the WDB, CEO, and/or AJCC partners. In the event that the terms of this MOU conflict with other applicable contracts with AJCC partners, the terms of the individual contracts take priority.

**Modifications and Revisions**

This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, through the issuance of a written amendment, executed by the AJCC partners.

**Additional AJCC Partner Agencies**

This MOU contemplates that, from time to time, additional AJCC partners may be identified. If and when this happens, each new AJCC partner must sign an MOU with WDB on the same terms as this MOU. Approval of additional AJCC partners is at WDB's discretion. Signatures of other partner agencies will not be required on any MOU between a new AJCC partner and the WDB.

**Termination**

The parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the

**MEMORANDUM OF UNDERSTANDING  
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other parties, in writing (email acceptable), thirty (30) days in advance of that intention. Communication must be sent to the Executive Director of the Workforce Development Board, with all partners copied. The agreement may also be terminated immediately by full mutual agreement.

**Administrative and Operations Management**

*Supervision/Day to Day Operations*

The day-to-day coordination of staff assigned to the AJCC will be the responsibility of the site supervisor(s), while the original employer of staff assigned to the AJCC will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCC will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year. Partner organizations will proactively communicate with AJCC sites regarding additional non-work days (i.e., sick days, vacation days).

Disciplinary actions may result in removal of co-located staff from the AJCC and each party will take appropriate action.

Each AJCC partner shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally required employee benefits. In addition, each party shall be solely responsible, indemnify and hold all other parties harmless from all matters relating to payment of each partner's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

*Dispute Resolution*

In the event that any disputes arise, AJCC partners shall continue with responsibilities under this MOU during any dispute, unless otherwise terminated. AJCC partners agree to attempt to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator for discussion and resolution.

*Press Releases and Communications*

Participation of each AJCC partner in press/media presentations will be determined by each AJCC partner's public relations policies.

AJCC partners agree to utilize the AJCC logo developed by the State of California and the WDB on facilities identified for AJCC usage, as well as AJCC partner websites.

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**INDEMNIFICATION**

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any negligent or wrongful acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorneys fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorneys fees arising out of or resulting from any negligent or wrongful acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

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**Cost-Sharing (Infrastructure Funding Agreement)**

This portion of the MOU outlines resource sharing and joint cost funding. By their signatures, all mandated AJCC partners agree to the cost methodology used to calculate shared costs.

Only co-located partners are required to contribute to the infrastructure costs. “Co-located partners” are partners who are physically present in the Concord AJCC (Comprehensive One-Stop Center) at least 20 hours per week and who have space dedicated to their program(s).

1. Contra Costa Employment and Human Services Department
  - WIOA Title I Adult
  - WIOA Title I Dislocated Worker
  - WIOA Title I Youth
  - TANF/CalWORKS
2. Employment Development Department
  - WIOA Title III Wagner-Peyser
  - Veterans
  - Trade Adjustment Act

AJCC Partners co-located on an itinerant basis (fewer than 20 hours per week and without dedicated workspace) are not subject to infrastructure cost sharing unless and until such time as their usage of space becomes allocable.

Shared AJCC infrastructure costs, estimated cost amounts, methodology for the sharing of costs, and each AJCC Partner’s proportionate share of costs are identified in the AJCC Cost Sharing Calculation (pp. 12-13).

All AJCC partners agree to report the cost to provide applicable career services to the WDB.

**Duration, Consensus and Review Schedule**

The duration of this MOU and the included Infrastructure Funding Agreement (IFA) is July 1, 2022 through June 30, 2025. Consensus on methodology was reached through a series of AJCC partner meetings and individual meetings with AJCC partners. Negotiations were conducted in good faith and in accordance with guidance issued by the State. To ensure service and cost agreements in this MOU are current and that the MOU and IFA remain consistent with agreed-upon cost-sharing methodology, all parties agree to review and update the MOU every three years and the IFA annually. Parties agree to renegotiate the terms of the MOU and/or IFA if necessary to ensure all parties continue to contribute their fair and equitable share.

**MEMORANDUM OF UNDERSTANDING  
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**Cost Allocation Plan for AJCC Infrastructure**

**The Comprehensive AJCC** in the Contra Costa Local Workforce Development Area is located at:

Concord AJCC  
4071 Port Chicago Highway, #250  
Concord, CA 94520

**Infrastructure Cost Allocation Methodology**

The co-located AJCC Partners agree that the cost allocation methodology to be used to determine proportionate share of infrastructure costs for each co-located partner is the proportion of an AJCC partner program's exclusive use square footage of the AJCC. Common area square footage is allocated based on each AJCC Partner's exclusive use square footage.

The cost allocation methodology was selected because it adheres to the following:

- Consistent with federal laws authorizing each AJCC partner's program
- Complies with federal cost principles contained in Uniform Guidance
- Includes only costs that are allowable, reasonable, necessary, and allocable to each AJCC partner program
- Is based on a measure that mathematically determines the proportionate use and benefit received by each collocated AJCC partner.

**Reconciliation and Billing**

EHSD will bill co-located AJCC partners quarterly for the difference between their contributions and actual costs incurred. If actual costs are less than the estimated cost, then EHSD will reimburse the AJCC partners for the difference. If the actual costs are more than the estimated cost, then EHSD will invoice the applicable AJCC partners the appropriate additional cost. EHSD will provide all parties with a year-end reconciliation of actual costs. If EHSD negotiates a new master lease for the property located at or in 4071 Port Chicago Highway, Concord, CA, applicable AJCC partners will be notified at least ninety (90) days in writing to their designated representatives before the start of the new lease.



**MEMORANDUM OF UNDERSTANDING  
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<b>AJCC COST SHARING CALCULATION-Monthly Estimate of Costs</b>				
Cap model dedicated partner space allocating common space - Concord AJCC				
July 1, 2022-June 30, 2025			<b>CURRENT EXPENSES BY PARTNER</b>	
	<b>TOTAL EXPENSES</b>			
<i>(based on EDD's blueprint)</i>	<b>TOTAL BUILDING</b>		<b>WIOA (Adult, Dislocated, Youth), and CalWORKs</b>	<b>EDD</b>
Dedicated Square Footage	13,383		6,569	6,814
Percentage of Exclusive Square Footage by Partner	51%		49%	50.92%
Common Space Sq Footage	1,517		745	772
Total Space Sq Footage	14,900		7,314	7,586
Percentage Share	100%		49.08%	50.92%
<b>INFRASTRUCTURE COSTS</b>		<b>\$/ Sq. Ft.</b>		
<b>RENTAL OF FACILITIES</b>				
RENT based on total usable square footage	\$ 29,060.00	\$ 1.95	\$ 14,264.00	\$ 14,796.00
<b>UTILITIES AND MAINTENANCE</b>				
ELECTRIC (included in rental lease)	\$ -	\$ -	\$ -	\$ -
GAS (included in rental lease)	\$ -	\$ -	\$ -	\$ -
WATER (included in rental lease)	\$ -	\$ -	\$ -	\$ -
SEWER CONNECTIONS (included in rental lease)	\$ -	\$ -	\$ -	\$ -
Req Maintenance 2262 (Fire permit/ special cleaning)	\$ 1,097.37	\$ 0.7234	\$ 538.64	\$ 558.73
HIGH-SPEED INTERNET	\$ 261.96	\$ 0.1727	\$ 128.99	\$ 132.97
TELEPHONES (Landlines)	\$ -	\$ -	\$ -	\$ -
2 UI Phones (main lobby, includes non-publish for 1)	\$ -	\$ -	\$ -	\$ -
County Lease related costs	\$ 288.68	\$ 0.1903	\$ 141.70	\$ 146.98
<b>EQUIPMENT</b>				
ASSESSMENT-RELATED PRODUCTS	\$ -	\$ -	\$ -	\$ -
ASSISTIVE TECHNOLOGY	\$ -	\$ -	\$ -	\$ -
COPIER (lease)	\$ 34.64	\$ 0.0228	\$ 17.00	\$ 17.64
Quench Water	\$ 69.42	\$ 0.0458	\$ 34.07	\$ 35.35
<b>TECHNOLOGY TO FACILITATE ACCESS</b>				
WEBSITE		\$ -	\$ -	\$ -
<b>TOTAL PARTNER SHARE:</b>	<b>\$ 30,812.07</b>	<b>\$ 3.1050</b>	<b>\$ 15,124.41</b>	<b>\$ 15,687.66</b>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
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*(Infrastructure Agreement)*

**Rental of facilities for 4071 Port Chicago Highway, Concord**

- Dedicated Space: 13,383 square feet
- Common Space: 1,517 square feet
- Total Space: 14,900 square feet (including hallways, utility rooms, interior walls, etc.)

**Rental costs are \$29,060 per month.**

**Rent includes**

- Space occupancy, utilities (gas, electric, water, sewer, and refuse collection) and janitorial services
- And the following maintenance and repairs:
  - roof and exterior of the building, including exterior doors and fixtures, glass and glazing, and locks and key systems;
  - damage caused by failure to maintain the exterior in good repair;
  - electrical, lighting, water and plumbing systems;
  - heating, ventilating, and air-conditioning systems;
  - parking lot, landscaping, sprinkler system, and exterior lighting system;
  - fire extinguishers;
  - the correction of any code violations;
  - building directory and exterior monument signage.

**Utilities and maintenance above and beyond items included in the rental cost** - may include items such as fire sprinkler permits, drinking water system and/or special cleaning

**High-speed Internet & Wi-Fi for Common Areas**

- High speed internet for common area computers that are accessible to all clients
- Open Wi-Fi network is provided to all clients visiting the building
- Partners who have their own dedicated routers and data plan with an internet provider do not have to share the cost of high speed internet for their exclusive space
- The costs were developed by using the total internet costs that are charged to EHSD, minus each partner's exclusive usable square footage.

**Telephones**

- Landlines – There are 5 landline telephones located in the common area
- Voicemail boxes are for two landline telephones located at the reception desk.

**Equipment**

- Copiers - 2 leased copier monthly lease agreement
- 4 Network printers

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**Signature Page: Co-located AJCC Partners Sharing AJCC Infrastructure Costs (Concord, CA)**  
**By signing below, all parties below agree to the terms for the sharing of AJCC Infrastructure costs**

*Contra Costa County Employment and Human Services Dept. (EHSD):  
Workforce Development Board of Contra Costa County*

\_\_\_\_\_  
Signature, Marla Stuart Director, EHSD

\_\_\_\_\_  
Date

*County, EHSD: CalWORKs*

\_\_\_\_\_  
Signature, Marla Stuart Director, EHSD

\_\_\_\_\_  
Date

*County, EHSD: Community Services*

\_\_\_\_\_  
Signature, Marla Stuart Director, EHSD

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**Signature Page: Co-located AJCC Partners Sharing AJCC Infrastructure Costs (Concord, CA)**  
**By signing below, all parties below agree to the terms for the sharing of AJCC Infrastructure costs**

*Employment Development Department: WIOA Title III, Wagner-Peyser; Trade Act of 1974; and  
Veteran Programs: California Employment Development Department*

Carianne Huss,  
\_\_\_\_\_  
Printed Name  
  
Deputy Division Chief  
\_\_\_\_\_  
Title

*Carianne Huss*  
\_\_\_\_\_  
Signature  
  
9/02/2022  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.**

*Mt. Diablo Unified School District – Adult Education*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.**

*West Contra Costa Unified School District – Adult Education*

Robert McEntire

\_\_\_\_\_  
Printed Name

Associate Superintendent Business Services

\_\_\_\_\_  
Title



\_\_\_\_\_  
Signature

September 13, 2022

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS

By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.

*Liberty Union High School District – Adult Education*

Guy Rognlien  
Printed Name

Director of Community Ed  
Title

  
Signature

9/1/22  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.**

*Martinez Unified School District – Adult Education*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.**

*Acalanes School District/Del Valle Education Center*

Steven France

Printed Name

Director

Title



Signature

8/25/2022

Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.**

*Pittsburg Unified School District – Adult Education*

Anthony Malina

Printed Name

Assistant Superintendent

Title

Anthony Malina

Signature

October 3, 2022

Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC  
Infrastructure costs when data for determining benefit is available.**

*California Department of Rehabilitation*

Della Randolph

Printed Name

Regional Director

Title

Della Randolph

Signature

9-6-22

Date

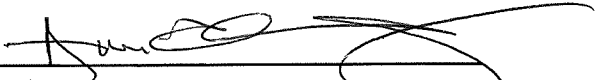
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.**

*Senior Community Service Employment Program, Self-Help for the Elderly*

Anni Chung  
Printed Name

President and CEO  
Title

  
Signature

August 26, 2022  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.**

*Jobs Corps*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.**

*Contra Costa Community College District*

Amy Sterry

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Printed Name

Director of Purchasing and Contract Services

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Title

  
Amy Sterry (Sep 7, 2022 15:04 PDT)

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Signature

Sep 7, 2022

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Date

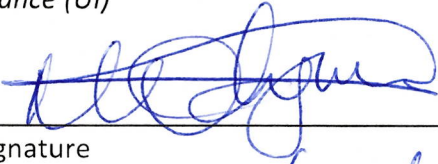
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS

By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.

Employment Development Department: Unemployment Insurance (UI)

PHILOMENA NWEBUBE

Printed Name



Signature

EMPLOYMENT DEVELOPMENT ADMINISTRATOR.

Title

9/26/22.

Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.**

*California Human Development (administers MSFW program)*

THOMAS STUEBNER

Printed Name

CEO

Title

Thomas Stuebner

Signature

8/25/2022

Date



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS

By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.


*Contra Costa Housing Authority*

Joseph Villarreal

Printed Name

Executive Director

Title



Signature

8/30/2022

Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.**

*Contra Costa County, Health Services Department,  
Health, Housing and Homeless Services (H3):*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.

*Contra Costa Probation – Second Chance / Office of Reentry and Justice*

Esa Ehmen-Krause  
Printed Name

  
Signature

Chief Probation Officer  
Title

8.25.2022  
Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS

By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.

*Scotts Valley Tribal TANF Program (administers Native American programs)*

Sorhna Li

Printed Name



Signature

Executive Director

Title

10/12/2022

Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

**By signing below, all non-co-located AJCC partners agree to the terms for the sharing of AJCC Infrastructure costs when data for determining benefit is available.**

*Contra Costa County Office of Education*

Denise Porterfield

Printed Name

Deputy Superintendent

Title

Denise Porterfield

Signature

8/29/2022

Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY  
AND ONE STOP/AJCC PARTNERS**

The CLEO (Chief Local Elected Official) and the Local Workforce Development Board approve this MOU.


*Contra Costa County Board of Supervisors*

\_\_\_\_\_  
Signature, Karen Mitchoff, Board Chair

\_\_\_\_\_  
Date

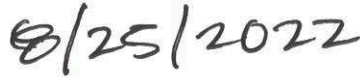
*Workforce Development Board of Contra Costa County*

  
\_\_\_\_\_  
Signature, Yolanda Vega, Board Chair

  
\_\_\_\_\_  
Date

*Workforce Development Board of Contra Costa County*

  
\_\_\_\_\_  
Signature, Tamia Brown, Executive Director

  
\_\_\_\_\_  
Date



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

Subject: Unpaid Student Training Agreement #72-191 with Western Governors University

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #72-191 with Western Governors University, an educational institution, to provide supervised field instruction in the County's Health Services Department's Public Health Division to nursing program intern students, for the period from October 1, 2022 through September 30, 2023.

**FISCAL IMPACT:**

This is a nonfinancial agreement and there are no fiscal impacts to providing supervised fieldwork experience to this university's nursing students.

**BACKGROUND:**

The purpose of this agreement is to provide Western Governors University nursing program intern students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefiting from the students' services to patients.

Under Contract #72-191, the contractor will provide supervised fieldwork instruction experience with Health Services, for the period from October 1, 2022 through September 30, 2023.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this agreement is not approved, nursing program intern students will not receive supervised fieldwork instruction experience in the County's Public Health Division.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/25/2022**  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: October 25, 2022

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

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

By: , Deputy

ATTACHMENTS





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 25, 2022

**Subject:** Purchase order with Software One, Inc., for the purchase of Microsoft Licenses

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE (1) the Purchasing Agent to execute, on behalf of the Department of Conservation and Development, a purchase order with Software One, Inc., in an amount not to exceed \$466,471.44 for the Departmental Enterprise Agreement with Microsoft for licensing renewal, and (2) the Conservation and Development Director, or designee, to execute the Enterprise Enrollment Amendment and associated contract documents with Microsoft for Microsoft software licenses for the period November 1, 2022 through October 31, 2025.

**FISCAL IMPACT:**

No impact on General Fund. 100% of costs to be covered from land development application and building permit fees.

**BACKGROUND:**

The Department of Conservation and Development (DCD), Information Technology Unit (IT), purchases the licenses to use Microsoft software to operate department computer systems. This renewal is necessary for DCD to legally continue using Microsoft software. The Departmental Enterprise Agreement with Microsoft provides for an annual verification of the total number of users and licenses used/needed at the end of each year (a true-up) to adjust for any additions to the original number of licenses purchased.

Currently DCD is utilizing G3 licenses which lack specific security, active directory and business intelligence tools that are now required to secure the County's intellectual assets and promote collaboration in the Microsoft government cloud. DCD is upgrading their licensing to G5 after consulting with the Department of Information Technology (DoIT,) which manages DCD's Microsoft 365 (M365) licenses.

DCD worked with Software One, a Microsoft authorized reseller, for the licensing and software maintenance of Microsoft products, such as M365 G5. The purchased services included Monthly Subscriptions-Volume Licenses, Software Assurance and Microsoft's cloud-based hosted services for e-mail and other cloud-based applications such as SharePoint and OneDrive.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to secure Board approval will jeopardize DCD's ability to secure Microsoft licenses that are legally required to be able to use Microsoft software in DCD's daily business operations. If this agreement is not approved, the County will be out of compliance with Microsoft.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Patricia Zaragoza 925-655-2789

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 25, 2022

**Subject:** Contract Affiliate Agreement #76-597-1 with The Regents of the University of California for its University of California, Davis Health

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Affiliate Agreement #76-597-1, with The Regents of the University of California for the University of California, Davis Health, a California Constitutional corporation, containing mutual indemnification, for the provision of supervised field instruction for family medical residency students at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period October 1, 2022 through September 30, 2027.

**FISCAL IMPACT:**

Approval of this nonfinancial agreement will not result in any contractual service expenditures.

**BACKGROUND:**

The purpose of this agreement is to provide CCRMC and Contra Costa Health Centers family medical residency students the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility at University of California, Davis Health. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation.

On November 7, 2017, the Board of Supervisors approved Affiliate Agreement #76-597 with The Regents of the University of California for the University of California, Davis Health to provide supervised fieldwork instruction experience for family medical residency students at CCRMC and Contra Costa Health Centers for the period October 1, 2017 through September 30, 2022.

Approval of Affiliate Agreement #76-597-1 will allow the contractor to continue providing supervised fieldwork instruction experience for family medical residency students at CCRMC and Contra Costa Health Centers through September 30, 2027. This contract contains mutual indemnification.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Samir Shah, M.D., 925-370-5525

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, The Regents of the University of California for its University of California, Davis Health family medical residency students will not receive supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: October 25, 2022

Subject: Memorandum of Understanding with California Department of Social Services for The Work Number

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to sign the Memorandum of Understanding (MOU), effective November 1, 2022, with the California Department of Social Services (CDSS), including modified indemnification language, to access The Work Number (an online employment and income verification system).

**FISCAL IMPACT:**

This Memorandum of Understanding will allow continued access to The Work Number at no cost to the Contra Costa County Employment and Human Services Department (EHSD). All funding will be provided by CDSS to TALX Corporation, a provider of Equifax Verification Services.

**BACKGROUND:**

The Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) authorizes the County to access an online employment and income verification system (The Work Number®) based on client social security numbers for the purpose of determining eligibility in the California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh programs. This service will take effect on November 1, 2022 and will continue at no cost to the County

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: 10/25/2022  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: October 25, 2022

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

Contact: V. Kaplan, (925) 608-5052

By: , Deputy

cc:

BACKGROUND: (CONT'D)

until terminated by either party in accordance with the MOU.

The CDSS has renewed the agreement with TALX Corporation for The Work Number®. In order to continue to participate under the CDSS agreement, Contra Costa County Employment and Human Services Department (EHSD) will be required to sign the new MOU by October 31, 2022.

The MOU contains an indemnification provision requiring the County to indemnify and defend CDSS and TALX Corporation, as well as a limitation of liability provision in favor of TALX Corporation. In addition, the MOU requires the County to take specified security measures with respect to the subject data.

CONSEQUENCE OF NEGATIVE ACTION:

EHSD will be unable to utilize The Work Number to verify employment and wage information when determining eligibility to CalWORKs and CalFresh.

ATTACHMENTS

State of California CDSS-TALX Agreement

The Work Number MOU

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

5-22-70-29

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTOR NAME

TALX Corporation

2. The term of this Agreement is:

START DATE

March 18, 2022, or upon State's Approval, whichever is earlier.

THROUGH END DATE

March 18, 2025, with two (2) optional (1) one-year extensions.

3. The maximum amount of this Agreement is:

\$0.00 (Zero dollars and no-cents, with no guarantee of contract expenditure)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Statement of Work	7
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Provisions (as modified 3/18/2022)	10
Exhibit D	Insurance Requirements	2
Exhibit E	Special Terms and Conditions	3
Exhibit F	Terms and Conditions Applicable to The Work Number® Services	1
Attachment B.1	Rate Sheet	2
Attachment 1	Data Security	3
Attachment 2	User Agency Obligations	4
Attachment 3	Notice to Users of Consumer Reports: Obligations of Users Under the FCRA	7
Attachment 4	Vermont Fair Credit Reporting Contract Certification	2

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TALX Corporation

CONTRACTOR BUSINESS ADDRESS

11432 Lackland Road

CITY

St. Louis

STATE

MO

ZIP

63146

PRINTED NAME OF PERSON SIGNING

Michael S. Bromley

TITLE

VP / GM, Equifax Government Solutions

CONTRACTOR AUTHORIZED SIGNATURE

member: 2E65A9C7-16D6-4E64-9AE3-55D31CB2A612  
E47753CA-DC14-4724-997F-1B0D05AACE7F

Digitally signed by member: 2E65A9C7-16D6-4E64-9AE3-55D31CB2A612  
E47753CA-DC14-4724-997F-1B0D05AACE7F  
Date: 2022.03.20 15:45:11 -04'00'

DATE SIGNED

March 20, 2022

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>5-22-70-29</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
---------------------------------------	---

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTING AGENCY ADDRESS

707 Third Street, 2nd Floor

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING


Carol Bangs

TITLE

Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

**Carol Bangs**

 Digitally signed by Carol Bangs  
Date: 2022.03.21 08:34:40 -07'00'

DATE SIGNED

3/21/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



## **EXHIBIT A: STATEMENT OF WORK**

### **1. Scope**

The Department of General Services (“DGS”), Procurement Division (“PD”), hereinafter referred to as the “State” or “DGS-PD,” is contracting for The Work Number® Express Social Service Verification and The Work Number® Employment Verification (Instant VOE) services State Agencies and Local Governmental Agency Users (defined as any city and/or county, district, or other local governmental body or corporation, including the California State Universities (“CSU”), University of California (“UC”) systems, and Californian K-12 schools and community colleges empowered to expend public funds) (hereinafter collectively referred to as “User Agencies” or a “User Agency” in the singular). The State and TALX Corporation (a provider of Equifax Verification Services) a Missouri corporation (hereinafter referred to as the “Contractor” or “EVS”), hereby agree that the Contractor will provide The Work Number® Express Social Service Verification and The Work Number® Employment Verification (Instant VOE) services to User Agencies in accordance with the terms and conditions of this Master Service Agreement (“MSA” or “Agreement”).

Prior to rendering services, User Agencies and Contractor must execute a separate User Agreement that incorporates all of the terms of this MSA by reference and may contain additional specific terms and conditions, none of which may alter, rescind, or be in conflict with the terms and conditions of this MSA. For State Agencies, such User Agreements shall be in the form of the “Standard Agreement, STD 213” (“STD 213”) and, for Local Governmental Agencies, shall be the appropriate equivalent contract form as determined by its procurement policies and regulations. All STD 213s, and Local Governmental Agency forms must include the MSA number and incorporate by reference all the terms and conditions of the MSA.

The duly executed agreement is herein referred to as the “User Agreement.”

### **2. Agreement Term**

The term of this MSA is for a three (3) year period, with the start and end date noted on the attached Standard Agreement, STD 213 (the “Effective” term). The State, at its sole discretion, may extend the agreement for two (2) additional one (1) year periods, or portions thereof, at the same rates, terms and conditions.

Contractor agrees to honor all User Agreements made prior to MSA expiration or termination at the same rates, terms and conditions. All User Agreements and orders issued against this MSA must be fulfilled/completed in its entirety within twelve (12) months following the MSA End Date.

In the event of a discrepancy and/or inconsistency between the articles, attachments, or provisions which constitute this Agreement, the order of precedence shall apply in the sequence stated below in Section 3.

### **3. Order of Precedence**

In the event of any inconsistency between articles, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply:

- a. All federal, state, local laws and regulations
- b. Exhibit A: Statement of Work
- c. Exhibit B: Budget Detail and Payment Provisions
- d. Exhibit C: General Provisions (As Modified)
- e. Exhibit D: Insurance Requirements
- f. Exhibit E: Special Terms and Conditions
- g. Exhibit F: Terms and Conditions Applicable to The Work Number® Services
- h. Attachment B.1: Rate Sheet
- i. Attachment 1: Data Security
- j. Attachment 2: User Agency Obligations
- k. Attachment 3: Notice to Users of Consumer Reports: Obligations of Users Under the FCRA
- l. Attachment 4: Vermont Fair Credit Reporting Contract Certification

#### **4. Contract Administration**

- a. The Contractor shall provide the DGS-PD State Contract Administrator the name, address, telephone number and e-mail address of its Contract Administrator directly responsible for managing this Agreement. Should the Contractor's Contract Administrator change or any of its contact information change, the Contractor shall provide the DGS-PD State Contract Administrator updated information no later than ten (10) business days after the date of such change. The Contractor is responsible for notifying all contracting User Agencies in writing of any changes to a contact person, address, telephone numbers, or any other information deemed important to the functionality of the Agreement.
- b. The DGS-PD State Contract Administrator will be identified in the MSA User Instructions.

#### **5. Responsibilities**

- a. Contractor is responsible for the following:
  - i. Agrees to perform and deliver the services in accordance with the terms of this Agreement and applicable User Agreements at the rates identified in Attachment B.1, Rate Sheet.
  - ii. Respond to orders from User Agencies.
  - iii. Shall not provide any services to User Agencies, except those services that are specifically identified in the MSA, and as not prohibited by applicable law.
- b. The User Agency is responsible for the following:
  - i. Developing User Agreements that include, but are not limited to:
    - a) Scope, budget, schedule, and term;
    - b) Services required;
    - c) Authorized User(s) information and locations.
  - ii. Designating individual(s) able to make decisions regarding the User Agency's program needs and requirements.
  - iii. Executing and administering the User Agreement in accordance with this Agreement.
- c. Department of General Services is responsible for the following:
  - i. DGS is responsible for executing and administering the MSA.

## 6. Purchasing

The following terms and conditions apply to purchases made under this MSA.

- a. User Instructions—User Agencies may purchase under this MSA by following the User Instructions published by Procurement Division at the Cal eProcure website:  
<https://www.caleprocure.ca.gov/pages/index.aspx>.
- b. Services
  - i. Contractor operates The Work Number (“TWN”), a service used to verify employment and income information about any individual (“Consumer”), and various other services (“EVS Services”) used to verify certain Consumer information (TWN and EVS Services are collectively referred to herein as the “Services”).
  - ii. Contractor will provide the relevant User Agency with automated access to certain employment and/or income data (“Data”) furnished to Contractor by employers, TWN and the Services will provide the User Agency with access to certain other information (“Information”) as described in the Schedule, Rate Sheet, Attachment, Exhibit, this Agreement, or relevant User Agreement.
  - iii. The Work Number® Express Social Service Verification and The Work Number® Employment Verification (Instant VOE), as mentioned herein, are part of TWN and the Contractor’s Services as defined herein.
  - iv. Contractor shall:
    - a) Provide access to Contractor’s digital verification services to User Agencies upon a User Agency’s registration and certification with Contractor.
    - b) Provide online access to User Agencies that shall include the ability to register, authenticate and monitor individuals and usage including monthly usage reports, the contents of which shall be agreed upon by the Contractor and User Agency, prior to a User Agreement being executed.
    - c) Provide search of employment and income status by Social Security Number and/or first name, last name, and date of birth and in real-time identify if the individual(s) searched has current, historical or no information on file.
    - d) At no additional cost, Contractor shall provide training, if necessary and requested by User Agency, to assist in utilizing the service. Training shall be provided, as agreed upon through virtual, pre-recorded training and/or over the phone based on availability of resources and as compatible with the User Agency’s operating environment.
- c. **Service Plans:**

Contractor shall provide access to its services for User Agencies to order and retrieve the following, if available, should include:

- i. **The Work Number® Express Social Service Verification.** A Social Service verification report provided via the Service (“Verification Report”) will include, without limitation and as available, the Consumer’s (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail. Data provided may be from current or prior employers.
  - ii. **The Work Number® Employment Verification (Instant VOE).** An Employment Verification includes, where available, the Consumer’s (i) Information Current as of Date, (ii) Social Security Number, (iii) Employee Name, (iv) Original Hire Date, (v) Termination Date, (vi) Employer Name, (vii) Employer Address, (viii) Employment Status, (ix) Most Recent Hire Date, (x) Total Time with Employer, and (xi) Job Title. Instant VOE obtained pursuant to this Schedule B.1 may provide Data from current employers or prior employers.
  - iii. Additional services may be added upon request of the Contractor or User Agency, at the discretion of the State. Additional services may be added with an amendment in accordance with Exhibit C, Section 2 if pursued.
- d. **New Databases, Features, Services and Platforms**—Contractor may offer to DGS new databases, features, services, or platforms released during the term of this MSA. Prior to the Contractor making any new offerings available to the User Agencies, the State Contract Administrator will be notified of such offerings and will determine whether to utilize them and whether an MSA Amendment shall be executed.
- e. “Authorized Users” – Only users as authorized by the User Agency may access and use Contractor’s services under the terms of this Agreement, and such use must be solely for the permissible purpose(s) directly related to the User Agency’s work as represented in its User Agreement and in accordance with applicable law. This provision explicitly does not override or limit Contractor’s responsibilities, obligations, and procedures for credentialing, verifying, onboarding of, and monitoring use of the Services and Data by a User Agency and its Authorize User(s).

## 7. Technical Support

- a. Contractor shall provide technical and customer support 24/7 at no additional cost.
- b. Contractor shall provide Technical Support to User Agencies 24/7 via phone at 888-228-7783 or online at <https://theworknumber.com/contact>. If Technical Support information changes, Contractor shall notify the State and User Agencies online or in writing, as soon as practical or within five (5) business days.

## 8. Training

Web-based training, online self-training, or onsite training - in the event mutually agreed upon by the parties - modules will be provided at no charge for all authorized users.

## **9. Warranty**

Contractor warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to Contractor's performance thereof. The State acknowledges that the ability of Contractor to provide accurate information is dependent upon receipt of accurate information from employers. Contractor does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, CONTRACTOR MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF CONTRACTOR KNOWS OF SUCH PURPOSE.

Any warranties in this subsection begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State. All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, User Agencies, and governmental users of the Deliverables or services.

## **10. Rate Increases**

The rates specified in Attachment B.1: Rate Sheet are in effect for the agreement term; however, Contractor may request a price increase for Agreement extensions in accordance with the following procedure:

The State may authorize rate increases should the State decide to execute the option to extend the Agreement. The rate price increase shall in no case exceed the Consumer Price Index (CPI) for the previous calendar year, nor shall it exceed a maximum of 5% increase. A written request for the rate increase must be submitted to the DGS-PD Contract Administrator at least ninety (90) days prior to the effective date. Rate increase will not be effective until an amendment is fully executed and posted on Cal eProcure. Future rate increases will only be applicable to User Agreements executed after the rate increase becomes effective. The CPI is calculated according to the Consumer Annual Average for California which Contractor will find at the State of California, Department of Finance, Economic Research Section, Sacramento, California.

Contractor reserves the right to increase all Fees pursuant to the terms of the Agreement, after the initial three (3) year term.

## **11. Termination**

The State may terminate the MSA or cancel a portion of the service for any reason with thirty (30) days written notice. User Agencies may terminate their User Agreement(s) or cancel a portion of the service for any reason with thirty (30) days written notice.

## 12. Health and Safety

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies, as applicable. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

## 13. Local Governmental Agency Incentive Fee

- a. For all Local Government Agency transactions invoiced against the MSA, the Contractor will be required to remit to the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes, freight, returned products and credits. (Example, if the net Local Governmental Agency sales for a month totals \$100,000.00, the incentive fee due to DGS-PD would be \$1,250.00.) Local Government Agencies include cities, counties, and special districts empowered to expend public funds (PCC section 10298). Local Government Agencies also include government entities in other states, as well as California non-executive branch departments including the University of California and California State University.
- b. This Incentive Fee shall not be included in the User Agency's purchase price, nor invoiced or charged to the User Agency. All prices quoted to Local Governmental Agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees. Payment by the Contractor shall be made quarterly to DGS-PD irrespective of whether each User Agency has paid Contractor for services.
- c. Failure to submit correct Usage Reports and payments on a timely basis shall constitute grounds for default of this Agreement. Usage Reports and payments are due quarterly for the reporting period in a format to be prescribed by the DGS-PD. (Note: If the due date is on a Saturday or Sunday, the due date will be the Monday following.)
- d. Payment may be made in the form of an electronic payment using PD EPAY or by submitting a check payable to the State of California, Department of General Services. Along with each payment, a Usage Report, filtered in Excel to include only Local Government Agency sales, shall be submitted to the State Contract Administrator. Usage Report requirements will be communicated in writing to the Contractor by the State Contract Administrator. The State reserves the right to change Usage Report requirements at any time throughout the term of the MSA.
- e. To submit Incentive Fees through PD EPAY, users must register on the DGS-PD [LPA Payment Portal](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>).

Incentive Fee payments made by check shall be submitted to the following address:

Department of General Services  
Procurement Division  
Multiple Award Programs Section  
Attn: MAPS Payment Processing  
707 Third Street, 2nd Floor  
West Sacramento, CA 95605

## 14. Reporting

- a. Contractor shall submit quarterly Usage Reports for all User Agencies to the State's Contract Administrator no later than the end of the month following the quarterly period.
- b. Contractor shall provide a quarterly Usage Report on an Excel spreadsheet transmitted electronically to the DGS mailbox at [masters@dgs.ca.gov](mailto:masters@dgs.ca.gov).
- c. Contractor shall remit a quarterly Usage Report to the Department of General Services for services provided under this Agreement. The quarterly Usage Reports include, but are not limited to, the following information:
  - i. Date of each agency transaction
  - ii. User Agency name (department, agency, etc.)
  - iii. State or Local Agency
  - iv. Invoice number issued by the Contractor
  - v. Corresponding User Agency's User Agreement, Purchase Order or Contract number
  - vi. Plan or option purchases
  - vii. Contract Price, and total amount of invoice
  - viii. Local Agency Incentive Fee

The State reserves the right to request additional reporting information or to change the reporting requirements and/or format at any time without an amendment to this Agreement.

- d. Usage Reports are due each quarter as follows:

Reporting Period	Due Date
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. Budget Contingency**

It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect, or shall be limited in use to reflect the relevant/applicable appropriate funds amount. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

### **2. Invoices**

#### **A. Submission of Invoices**

- 1) The Contractor shall submit itemized invoices to the User Agency contact person at the address contained in the Requesting Agency's User Agreement. The following information should be included in all invoices:
  - a) DGS MSA Agreement Number
  - b) User Agency Agreement Number
  - c) User Agency Order Number
  - d) User Agency Billing Code
  - e) User Agency Name
  - f) User Agency Address
  - g) Description of services ordered
  - h) Pricing information, which shall not exceed rates listed on Attachment B.1, Rate Sheet.

B. The User Agency contact person will verify and approve, or dispute, the invoiced items. If the User Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

#### **C. Billing Options:**

The User Agency using this MSA may have unique billing needs. Contractor shall work with the User Agency to provide the User Agency with a billing system that meets the User Agency's needs.

### **3. Rates**

The maximum rates for Services to be provided in the MSA are listed in Attachment B.1, Rate Sheet.

### **4. Fees**

All Fees (except the one-time Setup Fee) shall apply during any Term.

### **5. Invoices**

User Agency may be invoiced electronically through Contractor's Electronic Invoice Presentation & Payment (EIPP) program if User Agency so designates, if not, a User Agency will be billed on paper.

If User Agency, in good faith, disputes any portion of an amount invoiced, User Agency shall pay the undisputed amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation.

### **6. Invoice Disputes**

All disputes must be submitted to Contractor in writing.



In the event the Parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights hereunder. For the avoidance of doubt, invoices issued which reflect a price change or pertain to fees for service description modifications that have been accepted according to the terms of this Schedule, shall be deemed correct invoices for purposes of this section.

**7. Payment**

Payment for services performed under this Agreement will be made upon satisfactory completion of services rendered. The Contractor shall invoice User Agencies in arrears upon successful completion of services.

**8. Prompt Payment Clause**

Payment will be made in accordance with, and within the forty-five (45) day time specified in Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C: GENERAL PROVISIONS (AS MODIFIED (3/18/2022))**

General Terms and Conditions:

1. **Approval:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **Assignment:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **Audit:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **Indemnification:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **Disputes:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **Termination for Cause:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **Independent Contractor:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **Recycling Certification:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **Non-Discrimination Clause:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)  
  
Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **Certification Clauses:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **Timeliness:** Time is of the essence in this Agreement.

13. **Compensation:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **Governing Law:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **Antitrust Claims:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions.
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **Child Support Compliance Act:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **Priority Hiring Considerations:** If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. **Small Business Participation and DVBE Participation Reporting Requirements:**
- a. If for this Agreement Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. **Loss Leader:** If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. **Complete Integration:** This Agreement, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Agreement.
22. **Compliance with Statutes and Regulations:**
- a) The State and the Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage, or liability by reason of the Contractors violation of this provision.
  - b) The State will notify the Contractor of any such claim in writing and Contractor will tender the defense thereof within a reasonable time; and
  - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
  - d) To the extent that this Agreement falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
23. **Contractor's Power and Authority:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Agreement.
- a. The State will notify the Contractor of any such claim in writing and Contractor will tender the defense thereof within a reasonable time; and
  - b. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services

will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

24. **Waiver of Rights:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
25. **Warranty:**
- a. The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
26. **Confidentiality of Data:** All financial statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the state and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
27. **News Releases:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Agreement shall not be made without prior written approval of the Department of General Services.
28. **Documentation:** The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the services provided.

29. **Rights to Service and Work Product:** The Service and the Data are proprietary to Contractor; and all rights to the Service and Data are proprietary to and reserved by Contractor. The State shall not have rights in the work product produced by Contractor as the Service and Data are shared services and not prepared solely for the State or this Agreement.
30. **Patent, Copyright and Trade Secret Indemnity:**
- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third-party claims, subject to the requirements in (b) below, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by the Services, when used for their intended purposes provided hereunder. With respect to claims arising from computer services provided by a third-party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third-party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party provider fails to honor the Third-Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third-Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third-party services sold as a distinct unit and accepted by the State.

Unless a Third-Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i. The State will notify the Contractor of any such claim in writing and Contractor shall tender the defense thereof within a reasonable time; and
  - ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at the State's option and expense, (i) to procure for the State the right to continue using the Deliverables, (ii) to replace or modify the same so that they become non-infringing, or (iii) terminate such Agreement, or applicable portions thereof, or the resulting User Agreements, without penalty or termination charge.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- i. The use of the Services in a manner other than as permitted in this Agreement or a User Agreement or as otherwise designed or intended; or
  - ii. Use of the Services in a manner other than as specified in the product guidelines or specifications, installation instructions, operating instructions, on-line help, or other



- similar items describing the capabilities of, or instructions for, the Services that Contract generally makes available to the State and User Agencies; or
- iii. The use, operation, or combination of the Services with equipment, software, data, or materials not provided by the Contractor; or
  - iv. The State's or a User Agency's continuance of allegedly infringing activity after being informed of the infringement and provided with modifications that would avoid the alleged infringement; or
  - v. Any unauthorized modification of, or connection to, the Services initiated by the State, a third-party at the State's direction, or a User Agency; or
  - vi. The combination or utilization of other Services furnished hereunder with non-Contractor supplied Services.

- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer Software in violation of copyright laws.

31. **Limitation of Liability:**

- a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate User Agreement price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or Service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence, willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of sub- section b) (i), b) (ii), or b) (iv) above.

32. **Force Majeure:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
  - b) Acts of the federal or State government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
33. **Future Releases:** Unless otherwise specifically provided for in this Agreement, and/or a Statement of Work, Schedule, Purchase Order, or Rate Sheet as applicable, should Contractor offer improved versions (e.g., patches, bug fixes, updates, or releases) of the Services then contracted for, and such improved versions are made available to Contractor's general clientele, such versions will be made available to the State. The improved versions of the Services will be provided at no additional cost only if such improvements are offered to Contractor's general clientele clients at no additional cost. If the Contractor offers improved versions of the Services, such items shall be made available to the State at a price no greater than the then current Rate Sheet price plus an increase proportionate to the increase from the list price of the original version of the Services to that of the improved version of the Services, if any. If the improve to the Services has no list price, such price increase will be proportionate to the increase in average price from the original to the improved version, if any, as estimated by the Contractor in good faith. Contractor shall provide thirty (30) day written notice of such planned improvements that result in a price increase to the State and the relevant User Agencies. Absent written notice of termination from a User Agency and/or State within the thirty (30) day notice period to Contractor, the User Agency and State shall be deemed to have consented to the modification.
34. **Taxes:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract. A relevant User Agency shall be treated as tax exempt upon the receipt of a tax-exempt certification, and any applicable renewed or updated certificates.
35. **Data Breach:** Unless otherwise stated in the Statement of Work,
- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
    - 1) The nature of the Data Breach;
    - 2) The Data accessed, used or disclosed;
    - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
    - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and

- 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
  - c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
  - d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
  - e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.
36. **Applicable Law:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

## **EXHIBIT D: INSURANCE REQUIREMENTS**

### **1. Proof of Insurance**

Contractor shall provide proof of insurance, in the form of a certificate to the State. Insurance companies must have an AM Best rating of no less than A- and an AM Best financial size category of no less than VII.

### **2. General Provisions Applying to All Policies**

- I. **Coverage Term** – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate shall be sent to the State within (30) days following the expiration of this insurance. Any new insurance must still comply with the original terms of the Agreement.
- II. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation or non-renewal that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, suspend or terminate this Contract upon thirty (30) days' notice from the occurrence of such event in which Contractor may remedy the lapsed insurance coverage in question, subject to the provisions of this Contract.
- III. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- IV. **Primary Clause** – Any general liability, automobile liability, umbrella liability, and Workers' compensation coverages and limits required to be maintained by Contractor under this Agreement shall be primary, and non-contributory, to any insurance coverage, if any, maintained by the State, but only to the extent that Contractor is found to be solely liable.
- V. **Insurance Carrier Required Rating** – All insurance companies must carry an A.M. Best rating of at least A-VIII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- VI. **Endorsements** – Any special requests such as additional insured status, waiver of subrogation, or other requirements must be included in the request for a certificate of insurance. Certificates shall be mailed or emailed directly to the State, unless other instructions are so provided, to the contact name at the fax number, e-mail, and/or address listed in the relevant request for certificate of insurance.
- VII. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor obligations under the Agreement.
- VIII. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, Contractor shall require from subcontractors, and share copies of the provided, evidence of insurance to the State, applicable to the work being done.

### **3. Commercial General Liability**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products, completed operations, and contractual liability coverage for the indemnity provided under this Agreement. Coverage shall be written on an occurrence basis in an amount not to be less than \$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, officials, and employees are to be covered as additional insureds with respect to liability arising out of work or operations. This additional insured endorsement may be blanket or automatic and Contractor's insurance shall be primary and non-contributory.**

**4. Auto Liability**

If applicable to the Services rendered, Contractor shall maintain motor vehicle liability coverage with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. If contractor will not have any commercially owned vehicles used during the life of this Agreement, by signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage on a personal vehicle. The Contractor and any employees, subcontractors, or servants operating a personal vehicle must maintain at least \$100,000 limit of personal auto insurance or state minimums (where garaged), whichever is higher. The Contractor will maintain excess insurance over an employee's personal coverage, in the event there is a claim that exceeds personal insurance limits. The State reserves the right to request proof at any time, if needed.

**5. Workers' Compensation and Employer's Liability**

Workers' Compensation insurance as required by the State of California, if applicable, shall require (A) Workers' Compensation Limit: Statutory and (B) Employer's Liability: (1) Bodily Injury by Accident, for Each Accident: \$1,000,000 (2) Bodily Injury for Each Employee by Disease: \$1,000,000 and (C) Policy Limit for Bodily Injury by Disease: \$1,000,000.

**6. Professional Liability (a/k/a Errors & Omissions Insurance) including Network Security & Privacy Liability (a/k/a Cyber)**

Policy will include coverage for actual or alleged breach of duty, act, error, omission, misstatement, misleading statement or neglect in the rendering of or failure to render the services under this Agreement. Coverage will include notification costs, privacy violations, information theft, damage to or destruction of electronic information, extortion, and network security. Policy will also include coverage for liability as a result of a data security breach or violation of consumer data protection laws. The professional liability insurance and network security and privacy liability insurance may be maintained under a combined policy or via separate policies. Aggregate Limit: \$10,000,000.00.

## **EXHIBIT E: SPECIAL TERMS AND CONDITIONS**

The following special terms and conditions shall apply due to the nature and heavily regulated status of the Services, Data, and Information received by the State in accordance with this Agreement:

### **1. Additional Incorporated Documents**

The following additional documents are attached, incorporated herein, and made a part of this Exhibit E and the Agreement and the applicable User Agreement hereof by this reference. The State will maintain on file, all documents referenced herein and any subsequent updates.

- A. Attachment 1 - Data Security
- B. Attachment 2 - User Agency Obligations
- C. Attachment 3 - Notice to Users of Consumer Reports: Obligations Of Users Under The FCRA
- D. Attachment 4 - Vermont Fair Credit Reporting

### **2. Assignment**

This Section 2 shall be read as a supplement to, and not contradictory with, Section 3 of Exhibit C pertaining to Assignment. The Agreement may not be assigned or transferred by the State without Contractor's prior written consent.

### **3. Disputes**

This Section 3 shall be read as a supplement to, and not contradictory with, Section 6 of Exhibit C pertaining to Disputes. The obligation of Contractor contained in Section 6 shall not require Contract to continue to provide Services to a relevant User Agency if such provision of Services to that User Agency would put Contractor, the State, and/or the User Agency at reasonable risk of violating applicable federal or state law regarding the provision of such Services. Some scenarios are contemplated within this Agreement, but others may arise.

### **4. Suspension for Cause**

This Section 4 shall be read as a supplement to, and not contradictory with, Section 7 of Exhibit C pertaining to Termination for Cause. If Contractor has a commercially reasonable belief that a relevant User Agency(ies) has breached an obligation under this Agreement, including its Attachments, Exhibits, Schedules, Rate Sheets, or the applicable User Agreement, including but not limited to those governing the security, use, and treatment of Data, Information and the Services as outlined herein and in accordance with applicable law, Contractor shall, at its option and reserving all other rights and remedies, suspend or limit the service to the applicable User Agreement(s), immediately upon twenty-four (24) hours' notice to the relevant User Agency(ies) with copy to the State. Unless reasonably required by the circumstances, and as permitted under applicable law, Contractor shall suspend or limit a User Agency's access to, and use of, the Service prior to resorting to indefinite suspension. Such suspension shall be for the relevant User Agency(ies) involved in the possible contract breach. To the extent permitted under applicable law, Contractor shall provide the relevant User Agency(ies), with copy to the State, with a cure notice, consisting of a thirty (30) day cure

window, detailing the believed breach, possible resolutions (if any), and anticipated future steps. If User Agency fails to take the needed actions to cure or the cure cannot be remedied within thirty (30) days, Contractor, in consultation with DGS may indefinitely suspend the participating entity's User Agreement. Contractor shall be permitted to continue the suspension of a User Agency's access to the Services during this thirty (30) day period, if Contractor reasonably believes it is permissible under applicable law. In the event that a User Agency is in indefinite suspension status, Contractor does not have to enter into a new User Agreement with that User Agency.

## **5. Audit**

This Section 5 shall be read as a supplement to, and not contradictory with, Section 4 of Exhibit C pertaining to audit terms and conditions. In order to determine the State and any User Agency(ies) compliance with this Agreement and the FCRA, Contractor or its designated representative shall have the right, from time to time, to: (1) upon reasonable notice to the State and/or relevant User Agency(ies), enter into the relevant entities' facilities during normal business hours and conduct on-site audits of the relevant entities' practices and procedures relating to the State or User Agency(ies)' request for and use of consumer reports; and (2) conduct audits by mail, email or similar electronic means that may require the State and/or relevant User Agency(ies) to provide documentation regarding permissible purposes for particular consumer reports ordered by relevant entity(ies). The State and/or relevant User Agency(ies) shall promptly provide Contractor with copies of or access to all requested documents and records and cooperate with Contractor in all such audits, Additionally, the State and/or applicable User Agency(ies) shall comply with the procedures, terms, and conditions regarding compliance audits as outlined in Attachment 2 Sections 1.N and 1.E which are incorporated in this Section 5 by reference Contractor's obligations in Section 3 of Exhibit C shall not require Contractor to breach applicable law restrictions, legal orders from a court with valid jurisdiction, contractual confidentiality obligations, consumer privacy and confidentiality obligations, or public disclosure rules related to its status as a publicly traded company.

## **6. Notices**

Every notice required under this Agreement, as it specifically relates to, or arises from, the administration of this Agreement, may be (i) sent by electronic delivery to the contract administrator's email address; (ii) mailed first class postage prepaid or by other courier or delivery service to the contract administrator; or (iii) sent through other electronic means, including but not limited to, through the State's online or integrated access to the Service. Every notice shall be effective upon the following as applicable: (i) day of email sent; (ii) delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service; or (iii) date of electronic notification through the State's online or integrated access to the Service.

Each party's contract administrator in accordance with Section 4 of Exhibit A shall be the person to receive notices herein. Changes or updates to the contract administrator's information shall comply with Section 4 of Exhibit A. Such notice requirements shall equally apply between a User Agency and Contractor and be incorporated through the User Agency's

applicable User Agency Agreement. The State's and Contractor's contract administrator information shall be included in the then applicable User Instructions.



**EXHIBIT F: Terms and Conditions Applicable to The Work Number® Services**

**I. Terms and Conditions Applicable to The Work Number® Services**

**A. User Agency Representation**

User Agency represents that it has authorization from the Consumer authorizing User Agency to verify income Data. User Agency need not use any particular form of authorization for an income verification, provided the authorization is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized User Agency to receive the income Data.

**B. Modification of Service Description.** Contractor may modify The Work Number® Service descriptions by notifying the State. Upon receipt of such notice, the State may execute an amendment, which would be signed by the State and Contractor. Modification of services under this Agreement can only be issued by an amendment.

**C. Input Requirements.**

1. **Online.** User Agency shall request access to Data and Service by inputting the Consumer's social security number at the relevant Contractor website.
2. **Batch.** User Agency, if exercising this option, shall request the Data and Service be delivered via batch by creating and delivering a request file of a minimum of fifty thousand (50,000) social security numbers to Contractor using Contractor's standard format and secure batch website. User Agency is required to specify desired date range for batch processing. Upon submission of a file, User Agency is obligated to pay all resultant Fees in accordance with the Agreement.

**D. Delivery.**

1. **Online.** The Service will be delivered online, providing automated access to requested Data.
2. **Batch.** Upon submission of a file, User Agency is obligated to pay all resultant Fees in accordance with Attachment B.1. Following a batch submission consistent with the input requirements, above, Contractor will deliver a return file of available Data via the secure batch website.
3. **Integration:** This Agreement must be amended if a User Agency wants to purchase The Work Number® Services through integration as a form of delivery.

**ATTACHMENT B.1: RATE SHEET**

See Attachment B.1: Rate Sheet

## **ATTACHMENT 1**

### **DATA SECURITY**

1. This Attachment 1 applies to any means, the MSA, and User Agreements, through which the User Agency orders or accesses the Services including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Attachment 1, the term “Authorized User” means a User Agency employee that User Agency has authorized to order or access the Services and who is trained on User Agency’s obligations under this Agreement with respect to the ordering and use of the Services, and the information provided through same, including User Agency’s FCRA and other obligations with respect to the access and use of Data.
2. User Agency will, with respect to handling any Data or Information provided through the Services:
  - A. ensure that only Authorized Users can order or have access to the Data,
  - B. ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party except as permitted by this Agreement,
  - C. inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
  - D. ensure that all devices used by User Agency to order or access the Data are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
  - E. take all necessary measures to prevent unauthorized ordering of or access to the Data by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the User Agency security codes, member numbers, User IDs, and any passwords User Agency may use, to those individuals with a need to know, changing User Agency’s user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Data, or if User Agency suspects an unauthorized person has learned the password, and using all security features in the software and hardware User Agency uses to order or access the Data. Additionally, perform at least quarterly entitlement reviews to recertify and validate authorized users access privileges,
  - F. in no event access the Data via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals,
  - G. not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,
  - H. if User Agency sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by Contractor: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,

- I. not ship hardware or software between User Agency's locations or to third parties without deleting all Contractor User Agency number(s), security codes, User IDs, passwords, User Agency user passwords, and any consumer information,
  - J. monitor compliance with the obligations of this Attachment 1, and immediately notify Contractor if User Agency suspects or knows of any unauthorized access or attempt to access the Data, including, without limitation, a review of Contractor invoices for the purpose of detecting any unauthorized activity.
  - K. if, subject to the terms of this Agreement, User Agency uses a Service Provider to establish access to the Data, be responsible for the Service Provider's use of User Agency's member numbers, security access codes, or passwords, and User Agency will ensure the Service Provider safeguards User Agency's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to User Agency under this Attachment 1,
  - L. use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Contractor. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of User Agency's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
  - M. use commercially reasonable efforts to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Data through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Data, which must include authentication and passwords that are changed at least every 90 days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
  - N. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices, and
  - O. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review.
  - P. Adhere to all security features in the software and hardware User Agency uses to order or access the Services, including the use of IP restriction,
  - Q. Provide immediate notification to Contractor of any change in address or office location and are subject to an onsite visit of the new location by Contractor or its designated representative, and
  - R. In the event User Agency has a security incident involving Contractor Confidential Information, User Agency will fully cooperate with Contractor in a security assessment process and promptly remediate any finding.
3. A cloud service provider ("CSP") is a company that offers a component of cloud computing. CSPs generally offer Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). User Agency may use a CSP to process, transmit, or store Data and Information, subject to the requirements below.

- A. User Agency may use Amazon Web Services, Google Cloud Platform, Microsoft Azure, or Salesforce exclusively as their CSP, so long as User Agency certifies its CSP has the following minimum requirements: (i) Data and Information at rest is encrypted at a minimum of AES-256; (ii) Data and Information shall be encrypted in transit both internally and externally at a minimum of TLS version 1.2 and/or AES-128; (iii) User Agency shall manage all encryption keys within the User Agency's CSP; (iv) an inventory shall be kept of all Data and Information within the cloud environment; (v) Data and Information shall be logically and/or physically separated in multi-tenant environments in accordance with industry standards; and (vi) access control standards that include: user provisioning, regular access reviews, password requirements, need to know permissions, and least privilege principles.
  - B. For all other CSPs, User Agency certifies that User Agency will, and will contractually obligate its CSP to, follow Contractor's minimum requirements: (i) Data and Information at rest is encrypted at a minimum of AES-256; (ii) Data and Information shall be encrypted in transit both internally and externally at a minimum of TLS version 1.2 and/or AES-128; (iii) User Agency shall manage all encryption keys within the User Agency's CSP; (iv) an inventory shall be kept of all Data and Information within the cloud environment; (v) Data and Information shall be logically and/or physically separated in multi-tenant environments in accordance with industry standards; (vi) access control standards that include: user provisioning, regular access reviews, password requirements, need to know permissions, and least privilege principles; (vii) utilization of secure data destruction techniques shall be used to destroy Data and Information in accordance with industry standards; (viii) assets that are no longer needed for legal purposes shall be destroyed in accordance with industry standard; (ix) incident handling and forensic support shall be provided in the event of an investigation or Security Incident; (x) cloud hosted systems shall be patched at the most current levels and have vulnerabilities addressed in accordance with industry standards; (xi) information systems and infrastructures shall follow industry security hardening standard such as DISA STIG or CIS guidance; (xii) CSP's application environment shall be certified by an independent third party (SOC 2 Type 2), if operating in a hybrid environment, a SOC 2 Type 2 or equivalent shall also be required for the User Agency; (xiii) Third parties providing support services to the User Agency or User Agency's CSP shall not have access to Data and Information without prior consent of Contractor; (xiv) CSP shall have network-based Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) tools deployed in or around the cloud network infrastructure; (xv) centralized logging and monitoring of the CSP's infrastructure/environment; and (xvi) User Agency shall utilize multi-factor authentication (MFA) to remotely access CSP's infrastructure/environment.
4. If Contractor reasonably believes that User Agency has violated this Attachment 1, Contractor may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to User Agency and at Contractor's sole expense, conduct, or have a third party conduct on its behalf, an audit of User Agency's network security systems, facilities, practices and procedures to the extent Contractor reasonably deems necessary, including an on-site inspection, to evaluate User Agency's compliance with the data security requirements of this Attachment 1.

## **ATTACHMENT 2**

### **USER AGENCY OBLIGATIONS**

#### **1. User Agency Obligations:**

- A. User Agency shall comply with the terms set forth in this Agreement, and each Schedule or Exhibit attached hereto.
- B. User Agency shall pay for the Services as set forth in each applicable Schedule or Rate Sheet.
- C. User Agency will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, User Agency will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and any other applicable statutes or federal laws, User Agency will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations and all other Privacy Laws.
- D. User Agency certifies that it will order Data from the Services only when User Agency intends to use the Data (in) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when User Agency otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.
- E. User Agency agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Attachment 3.
- F. User Agency represents it has written authorization from the Consumer to verify income. User Agency need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized the User Agency to receive the income Data. Notwithstanding the foregoing, in the event User Agency is using the Service to collect on defaulted child support obligations, User Agency is not required to obtain such authorization.
- G. User Agency certifies that it will comply with applicable provisions under Vermont law. In particular, User Agency certifies that it will order Data relating to Vermont residents only after Agency has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. User Agency further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Attachment 4 – Vermont Fair Credit Reporting was received from Contractor.

- H. Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a “retail seller” (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person (“point of sale transactions”). User Agency certifies that these requirements do not apply to it because User Agency is NOT a “retail seller” (as defined in Section 1802.3 of the California Civil Code), and/or (b) User Agency does NOT issue credit to California residents who appear in person on the basis of applications for credit submitted in person. User Agency further certifies that it will notify Contractor in writing 30 days PRIOR to becoming a retail seller or engaging in point of sale transactions with respect to California residents.
- I. User Agency will comply with the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended, all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the Consumer.
- J. User Agency may use the Data and Information provided through the Services only as described in this Agreement. User Agency may reproduce or store the Data obtained from the Services solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Services under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless User Agency first obtains Contractor’s written consent; provided, however, that User Agency may discuss Consumer Data with the Data subject when User Agency has taken adverse action against the subject based on the Data. User Agency will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by Contractor, except in any state where this contractual prohibition would be invalid. User Agency will refer the Consumer to Contractor whenever the Consumer disputes the Data disclosed by User Agency. User Agency will not interpret the failure of Contractor to return Data as a statement regarding that consumer’s credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- K. User Agency represents and warrants it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- L. User Agency acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.
- M. User Agency represents and warrants it has written authorization from the Consumer to verify income. User Agency need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event User Agency is using the Services to collect on defaulted child support obligations, User Agency is not required to obtain such authorization. Upon request by Contractor at any time, User Agency shall provide Consumer authorizations to verify the Consumer’s information, including but not limited to the Consumer’s income, and the User Agency shall provide Contractor with records as Contractor may reasonably request to conduct such audit(s). User Agency’s failure to fully cooperate or to produce requested consumer authorizations may result in

immediate suspension of the Services until such time as User Agency corrects any discrepancy revealed by such audit.

- N. User Agency may not allow a third-party service provider (hereafter “Service Provider”) to access, use, or store the Services or Data on its behalf without first obtaining Contractor’s written permission and without the Service Provider first entering into an agreement with Contractor.
- O. In order to ensure compliance with this Agreement and the User Agreement, applicable law and Contractor policies Contractor may conduct reviews of User Agency activities, from time to time during normal business hours, at all locations containing relevant records, with respect to User Agency’s requests for Data and/or its use of Data. User Agency shall provide documentation within a reasonable time to Contractor as reasonably requested for purposes of such review. User Agency (in) shall cooperate fully with any and all investigations by Contractor of allegations of abuse or misuse of the Services and allow Contractor to access its premises, records, and personnel for purposes of such investigations if Contractor deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Services and/or termination of the User Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s), User Agency shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided below. User Agency may change its contact information upon written notice:

<b>Audit Contact Name</b>	<b>Audit Contact E-mail Address</b>

- P. User Agency may use the Data provided through the Services only as described in this Agreement. User Agency may reproduce or store the Data obtained from the Services solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Services under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless User Agency first obtains Contractor’s written consent; provided, however, that User Agency may discuss Consumer Data with the Data subject when User Agency has taken adverse action against the subject based on the Data. User Agency will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by Contractor, except in any state where this contractual prohibition would be invalid. User Agency will refer the Consumer to Contractor whenever the Consumer disputes the Data disclosed by User Agency. User Agency will not interpret the failure of Contractor to return Data as a statement regarding that consumer’s credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- Q. User Agency will comply with the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended (the “ECOA”), all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the Consumer.



- R. User Agency may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). User Agency may not access, use or store the Data or Contractor's Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without User Agency first obtaining Contractor's written permission.
- 2. USER AGENCY USE OF SERVICE.** Data on the Services may be accessed by User Agency to verify Consumer's employment status ("Employment Verification") or income ("Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of improper payments, overpayments associated with the receipt of public aid or assistance, or collecting on defaulted child support obligations that are in effect and valid.
- 3. RIGHTS TO SERVICE.** The Services and the Data are proprietary to Contractor, and all rights to the Service and Data are proprietary to and reserved by Contractor.
- 4. Exhibit Acknowledgment.** By signing the Standard Agreement, STD 213, or appropriate equivalent contract form for Local Government Agencies, User Agency acknowledges receipt of Attachment 3, "Notice to Users of Consumer Reports Obligations of Users Under the FCRA"; and User Agency represents that Agency has read "Notice to Users of Consumer Reports Obligations of Users Under the FCRA" which explains Agency's obligations under the FCRA as a user of consumer report information.

### **ATTACHMENT 3**

#### **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

#### **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) Website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website.

#### **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

#### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

##### **A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)

For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5) In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

#### B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

#### C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

##### 1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

##### 2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer’s written request.

##### 3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and

then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C. 1 above.

**D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

**E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

**II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB .

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores.

These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

**III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

**A. Employment Other Than in the Trucking Industry**

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

#### B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

### **IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency.

Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

### **V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

### **VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

#### **VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

#### **VIII. OBLIGATIONS OF RESELLERS**

##### **A. Disclosure and Certification Requirements**

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end- user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identity of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

##### **B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

## **IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

**The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.**

**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

Section 602 15 U.S.C. 1681

Section 603 15 U.S.C. 1681a

Section 604 15 U.S.C. 1681b

Section 605 15 U.S.C. 1681c Section 605A 15 U.S.C. 1681cA Section 605B 15 U.S.C. 1681cB

Section 606 15 U.S.C. 1681d

Section 607 15 U.S.C. 1681e

Section 608 15 U.S.C. 1681f

Section 609 15 U.S.C. 1681g

Section 610 15 U.S.C. 1681h

Section 611 15 U.S.C. 1681i

Section 612 15 U.S.C. 1681j

Section 613 15 U.S.C. 1681k

Section 614 15 U.S.C. 1681l

Section 615 15 U.S.C. 1681m

Section 616 15 U.S.C. 1681n

Section 617 15 U.S.C. 1681o

Section 618 15 U.S.C. 1681p

Section 619 15 U.S.C. 1681q

Section 620 15 U.S.C. 1681r

Section 621 15 U.S.C. 1681s

Section 622 15 U.S.C. 1681s-1

Section 623 15 U.S.C. 1681s-2

Section 624 15 U.S.C. 1681t

Section 625 15 U.S.C. 1681u

Section 626 15 U.S.C. 1681v

Section 627 15 U.S.C. 1681w

Section 628 15 U.S.C. 1681x

Section 629 15 U.S.C. 1681y



**ATTACHMENT 4**

**VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION**

The undersigned, (“User Agency”), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services (“EVS”), in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the “FCRA”), and its other state law counterparts. In connection with User Agency’s continued use of EVS services in relation to Vermont consumers, User Agency hereby certifies as follows:

Vermont Certification. User Agency certifies that it will comply with applicable provisions under Vermont law. In particular, User Agency certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after User Agency has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. User Agency further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

**User Agency:** \_\_\_\_\_

Signed By: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Account Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
  - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
  - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\***  
**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL**  
**SUB-AGENCY 031. CONSUMER PROTECTION DIVISION**  
**CHAPTER 012. Consumer Fraud--Fair Credit Reporting**  
**RULE CF 112 FAIR CREDIT REPORTING**  
**CVR 06-031-012, CF 112.03 (1999)**  
**CF 112.03 CONSUMER CONSENT**

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.



**Pricing Proposal**

**State of California**  
Master Services Agreement

**Proposal Date:** 3/18/2022  
*Proposal valid through:* 6/16/2022  
**Contract Term:** As noted below

**PRODUCT: THE WORK NUMBER EXPRESS SOCIAL SERVICE**

**USE-CASE: VERIFICATION OF INCOME FOR BENEFITS ELIGIBILITY**

**WEB, BATCH, & INTEGRATION - PRICE PER TRANSACTION**

<b>Contract Term</b>	<b>Rate Per Transaction</b>
<i>Year 1 Pricing (2021 - 2022)</i>	\$10.30
<i>Year 2 Pricing (2022 - 2023)</i>	\$11.33
<i>Year 3 Pricing (2023 - 2024)</i>	\$12.46
<i>Year 4 Pricing (2025 - 2026)</i>	\$13.70
<i>Year 5 Pricing (2026 - 2027)</i>	\$15.08

*\*Above pricing is applicable for "Select All" filter configuration, and is applicable to agencies buying 3,000 annual transactions or more. Additional date range filters can be quoted upon request.*  
*\*Additional discounts are available to be negotiated based on volume, annual minimum commitment length and the scope of records to be requested, as agreed upon in writing by the user agency and contractor"*  
*\*Minimum batch submission file is 50,000 SSNs.*

**PRODUCT: THE WORK NUMBER EXPRESS SOCIAL SERVICE**

**USE-CASE: VERIFICATION OF EMPLOYMENT FOR BENEFITS ELIGIBILITY**

**WEB, BATCH, & INTEGRATION - PRICE PER TRANSACTION**

<b>Contract Term</b>	<b>Rate Per Transaction</b>
<i>Year 1 Pricing (2021 - 2022)</i>	\$10.30
<i>Year 2 Pricing (2022 - 2023)</i>	\$11.33
<i>Year 3 Pricing (2023 - 2024)</i>	\$12.46
<i>Year 4 Pricing (2025 - 2026)</i>	\$13.70
<i>Year 5 Pricing (2026 - 2027)</i>	\$15.08

*\*Above pricing is applicable for "Select All" filter configuration, and is applicable to agencies buying 3,000 annual transactions or more. Additional date range filters can be quoted upon request.*  
*\*Additional discounts are available to be negotiated based on volume, annual minimum commitment length and the scope of records to be requested, as agreed upon in writing by the user agency and contractor"*  
*\*Minimum batch submission file is 50,000 SSNs.*



**Pricing Proposal**

**State of California**  
Master Services Agreement

**Proposal Date:** 3/18/2022  
*Proposal valid through:* 6/16/2022  
**Contract Term:** As noted below

**PRODUCT: THE WORK NUMBER EXPRESS SOCIAL SERVICE - INTEGRATION SERVICES**

**USE-CASE: VERIFICATION OF EMPLOYMENT AND INCOME FOR BENEFITS ELIGIBILITY**

**ONE TIME INTEGRATION FEE**

<b>START UP FEE</b>	\$150,000
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**OTHER CHARGES**

<b>Account Service Fee (Monthly Charge based on volume &amp; Pricing Structure)</b>		
<b>Annual Transaction Volume</b>		<b>Monthly Fee</b>
<b>Min</b>	<b>Max</b>	
<b>3,000</b>	<b>10,000</b>	\$250
<b>10,001</b>	<b>200,000</b>	\$500
<b>200,001</b>	<b>600,000</b>	\$2,500
<b>600,001</b>	<b>+</b>	\$5,000

**Pricing Terms & Conditions:**

The above pricing reflects the rate for each successful hit and is based on one use/decision per hit. A hit is defined by a database search which successfully returns data. Each employer returned in a Verification Report constitutes a separate "Transaction". For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions.

Empty rectangular box for additional terms or conditions.

State of California  
**MASTER SERVICE AGREEMENT**  
**USER INSTRUCTIONS**  
NON-MANDATORY

Effective Date: 3/24/2022

<b>TITLE/DESCRIPTION:</b>	Employment and Income Verification Services
<b>CONTRACT NUMBERS:</b>	5-22-70-29 TALX Corporation
<b>CONTRACT TERM:</b>	03/18/2022 through 03/18/2025
<b>FOR USE BY:</b>	State and Local Governmental Agencies
<b>STATE CONTRACT ADMINISTRATOR:</b>	Kush Kishor (279) 946-8161 <a href="mailto:Kush.Kishor@dgs.ca.gov">Kush.Kishor@dgs.ca.gov</a>

User Agencies are instructed to carefully review these User Instructions in their entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number listed above. Changes to this document will be issued through a User Instructions Supplement.

ORIGINAL ON FILE

**Kush Kishor, State Contract Administrator**

## SUMMARY OF CHANGES

Supplement Number	Description/Sections	Effective Date
N/A	Original User Instructions posted.	03/24/2022

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

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## **USER INSTRUCTIONS**

### **1. SCOPE AND OVERVIEW**

The Department of General Services, Procurement Division (DGS-PD) has established this California Master Service Agreement (MSA) for The Work Number® Express Social Service Verification and The Work Number® Employment Verification with TALX Corporation, pursuant to Public Contract Code (PCC) §10298. The use of this MSA is optional for all State Agencies and local governmental agency users, hereinafter collectively referred to as “User Agency(ies)”.

The MSA provides User Agencies the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the MSA.

Contractor shall provide the following products and services in accordance with the MSA terms and conditions:

Contractor operates The Work Number (“TWN”), a service used to verify employment and income information about any individual (“Consumer”), and various other services (“EVS Services”) used to verify certain Consumer information (TWN and EVS Services are collectively referred to herein as the “Services”).

Employment and income verification services may be procured individually or bundled together in a customized service package.

Services may be available to User Agencies in multiple returns (e.g., 3-month, 6-month, 1-year, etc.)

MSA information and pricing are posted in Cal eProcure at the links below:

<b>MSA Number</b>	<b>Contractor Name</b>
<a href="#">5-22-70-29</a>	TALX Corporation

Note: Throughout this document, “MSA” may be used interchangeably with “Agreement.” “User Agreements” shall refer to Contracts or Purchase Orders established under the MSA between User Agencies and the Contractor. Ordering and usage instructions exclusive to State departments or political subdivisions/local government agencies shall be identified within each section.

#### **A. Contract Pricing**

- 1) The maximum rates for Services to be provided in the MSA are listed in Attachment B.1, Rate Sheet.
- 2) Contractor may offer greater discounts and/or lower prices than those published in Attachment B.1: Rate Sheet, based on available promotions, existing contracts, the quantity purchased, or a multi-year commitment.



- 3) User Agencies are encouraged to negotiate lower pricing with Contractor, based on their needs.

## **2. AGREEMENT TERM**

- A. MSA term is for three (3) years through March 18, 2025. The DGS, at its sole discretion, may extend the MSAs for two (2) additional one (1) year periods or portion thereof at the same rates, terms, and conditions. Refer to Cal eProcure for current individual MSA term dates.
- B. User Agencies' User Agreements must be executed on or before the expiration date of the MSA. The term of the User Agreement may extend for up to twelve (12) months beyond the MSA expiration date.
- C. User Agencies may terminate their User Agreement(s) or cancel a portion of the service for any reason with thirty (30) days written notice.

## **3. CONTRACT USAGE/RULES**

### **A. Adherence to Applicable Laws**

State Agencies must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manuals).

### **B. Purchasing Authority**

For this MSA the acquisition method, type and category are:

<b>Acquisition Method</b>	Leveraged Procurement Agreements (no further competition required)
<b>Acquisition Type</b>	Master Agreements
<b>Acquisition Category</b>	IT Services

Prior to executing User Agreements under this MSA, State Agencies must have been granted purchasing authority by DGS-PD for the use of the method, type, and categories listed above. The State Agency's current Purchasing Authority Number must be entered in the appropriate location on each purchase document. State Agencies may contact the DGS-PD Purchasing Authority Management Section for information at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).

**C. Order Limits/Dollar Thresholds**

State Agencies may execute User Agreements/Purchase Orders up to the maximum order limit as specified by their approved delegated purchasing authority. Each State Agency’s purchasing authority is listed by acquisition method, type, and category on their Purchasing Authority Approval Letter (PAAL). Please refer to this web [link](#) and for information regarding Departments with Approved Purchasing Authority.

**D. Agreement Summary (STD 215)**

State Agencies using the MSA must complete and retain an Agreement Summary (STD 215) within their contract file.

**4. CONTRACT ADMINISTRATION**

The State and Contractor contract administrators, assigned as single points of contact for problem resolution and related contract issues, are listed below.

**A. State Contact**

<b>State Contract Administrator</b>	
<b>Name:</b>	Kush Kishor
<b>Phone:</b>	(279) 946-8161
<b>E-Mail:</b>	Kush.Kishor@dgs.ca.gov
<b>Address:</b>	Department of General Services Procurement Division 707 Third Street, 2 <sup>nd</sup> Floor, MS 2-202 West Sacramento, CA 95605

**B. Contractor Contact**

<b>TALX Contract Administrator</b>	
<b>Name:</b>	Rick Keene
<b>Phone:</b>	(530) 354-5711
<b>Email:</b>	Rick.Keene@equifax.com
<b>Address:</b>	TALX Corporation 11432 Lackland Rd St. Louis, MO 63146

**C. Problem Resolution/Contractor Performance**

User Agencies should first attempt to resolve complaints, issues or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the User Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

**5. ORDERING PROCESS**

**A. Contractor Selection Process**

User Agencies are not required to complete a Request for Offer (RFO) or to solicit multiple offers when executing contracts under this MSA. However, User Agencies are encouraged to negotiate the best cost and best value from the MSA contractor. The costs can always be lower than those provided under the MSA, however, they shall NOT exceed the agreed upon rates.

**B. Services Selection Process**

The recommended services selection steps are as follows:

Step	Description
1	User Agency determines which services are needed.  Areas to consider include, but are not limited to, the following: <ul style="list-style-type: none"> <li>➤ Required services (Review MSA’s Exhibit A: Statement of Work)</li> <li>➤ Type of verifications needed                             <ul style="list-style-type: none"> <li>• Verifications can procure individually (employment verification or income verification) or as a combination of both verifications</li> </ul> </li> <li>➤ Anticipated number of verifications (monthly/annually)</li> <li>➤ Purpose of the verifications</li> <li>➤ Anticipated term of User Agreement</li> <li>➤ Anticipated form of payment (check, Cal-Card)</li> </ul>
2	User Agency meets with Contractor to discuss the User Agency’s intended services and the Contractor’s product/service offerings. Contractor will determine what information is required from the User Agency.
3	Contractor provides the User Agency proposed pricing for the services that the User Agency is seeking.
4	User Agency reviews proposed pricing to determine if Contractor meets the User Agency’s specific business needs.

Step	Description
5	User Agency executes a User Agreement with the Contractor. (Refer Section 5.C of these User Instructions for User Agreement requirements and execution).

### **C. User Agreement Requirements**

Prior to rendering services, the User Agency and the Contractor must execute a User Agreement that:

- Incorporates all of the terms and conditions of the MSA by reference (i.e. *“Master Service Agreement <MSA Number> and its amendments are hereby incorporated by reference and made a part of this agreement.”*)
- Includes specific User Agency terms and requirements (i.e. scope of work, agency contact, and payment provisions, as applicable) none of which may alter, rescind, or be in conflict with the terms and conditions of the MSA.

Note: While there is no need to duplicate the MSA contract language, User Agencies should include details specific to the User Agreement between the User Agency and the Contractor.

#### 1) State Agency - Contract Form

State Agency User Agreements must contain the following:

- State Agencies not transacting in FI\$Cal must use the Standard Agreement (STD 213) for User Agreements.
- State Agencies transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.
- Scope of Work (SOW) – Including the specific services being ordered and the agency contract manager contact information. Include SOW as Exhibit A of the User Agreement.
- Agency specific terms and conditions – Including budget, invoice and payment provisions (e.g. mailing address/contact for invoices) as applicable.
- The contract language for the MSA contract executed with DGS is not to be attached to the User Agency’s User Agreement. Do not change or repeat the terms and conditions of the MSA.
- **DARFUR CONTRACTING ACT CERTIFICATION**  
Contractor has a signed Darfur Contracting Act Certification on file with the DGS-PD.

- **CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**  
Contractor has a signed California Civil Rights Law Certification on file with the DGS-PD.
- **IRAN CONTRACTING ACT CERTIFICATION**  
Contractor has a signed Iran Contracting Act Certification on file with the DGS-PD.

## 2) Local Agency - Contract Form

Local governmental agency User Agreements must contain the following:

- Local Agency's contract form/document (equivalent to the State's STD 213 form)
- Scope of Work – Including the specific services being ordered and the agency contract manager contact information. Include SOW as Exhibit A of the User Agreement.
- Agency specific terms and conditions – Including, budget, invoice and payment provisions (e.g. mailing address/contact for invoices) as applicable.
- The contract language for the MSA contract executed with DGS is not to be attached to the User Agency's User Agreement. Do not change or repeat the terms and conditions of the MSA.

## **D. User Agreement Execution and Distribution**

User Agencies must submit executed User Agreements as follows:

### Contractor Copies

User Agency shall provide a copy of the executed User Agreement to the MSA Contractor Contract Administrator.

## **6. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

Contractor is not a California-certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE).

## **7. DGS ADMINISTRATIVE FEE**

### **A. DGS Administrative Fee**

#### 1) State Agencies

The DGS will bill each State Agency an administrative fee for use of this statewide MSA. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the DGS Price Book located at:  
<https://www.dgs.ca.gov/OFS/Price-Book>. (Click on the link under “Current Price Book.”)

2) Political Subdivisions/Local Government Agencies

For all Local Government Agency transactions invoiced against the MSA, the Contractor will be required to remit to the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes, freight, returned products and credits.

**8. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization’s receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

**9. INVOICING AND PAYMENT**

**A. Payment Terms**

Refer to Exhibit B of the MSA for payment terms and provisions.

**B. Payee Data Record (State Agencies Only)**

Each State accounting office must have a Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment to the contractor may be unnecessarily delayed.

**C. CAL-Card Use**

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Standard Agreement (STD 213) and/or Purchasing Authority Purchase Order (STD 65) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manuals. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

July 6, 2022

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES**

**EXECUTIVE SUMMARY**

**ALL COUNTY WELFARE DIRECTORS LETTER**

The purpose of this All County Welfare Directors Letter (ACWDL) is to inform the County Welfare Departments (CWDs) that the California Department of Social Services (CDSS) has renewed the agreement with Equifax/TALX Corporation for The Work Number through March 31, 2025. In order to continue to participate in The Work Number under the CDSS agreement the CWDs will be required to submit a new Memorandum of Understanding by October 31, 2022.



**KIM JOHNSON**  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**  
744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)



**GAVIN NEWSOM**  
GOVERNOR

July 6, 2022

**ALL COUNTY WELFARE DIRECTORS LETTER**

**TO:** ALL COUNTY WELFARE DIRECTORS

**FROM:** RYAN GILLETTE,  
Chief Data Officer, Deputy Director  
Research, Automation, and Data Division

**SUBJECT:** UPDATE TO THE WORK NUMBER<sup>®</sup> EXPRESS MEMORANDUM  
OF UNDERSTANDING

The purpose of this All County Welfare Directors Letter (ACWDL) is to inform the County Welfare Departments (CWDs) that the California Department of Social Services (CDSS) has renewed the agreement with Equifax/TALX Corporation for The Work Number. In order to continue to participate under the CDSS agreement, the CWDs will be required to complete the new Memorandum of Understanding (MOU) by October 31, 2022.

The Work Number agreement allows the CDSS to provide an online employment and wage verification system based on client social security numbers to all 58 California CWDs for the purpose of determining eligibility in the California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh programs. This service will continue at no cost to the CWDs.

As part of the renewal process, the CDSS is requiring each CWD to update the Memorandum of Understanding (MOU) for access to The Work Number service. The updated MOU adds language requiring the CWDs to send an update to Equifax/TALX Corporation within three (3) business days when there is a change of any address or office location and they are subject to an onsite visit of the new location by the Contractor or its designated representative.

Once an updated MOU has been executed between the CDSS and the CWD, another signed MOU will not be required unless the terms of the agreement between the CDSS and Equifax/TALX change.



**County Welfare Departments Updating Memorandum of Understanding on File**

The CDSS requires the CWDs to return an updated signed MOU (attached) by October 31, 2022. The CWDs utilizing a digital signature process must email a signed copy of the updated MOU to the Data Access Unit (DAU) at [DataAccessUnit@dss.ca.gov](mailto:DataAccessUnit@dss.ca.gov). The CWDs not utilizing a digital signature process must mail three (3) original sets of the MOU, each with an original signature, to:

California Department of Social Services  
Attention: Data Access Unit  
744 P Street, Mail Station 8-5-26  
Sacramento, CA 95814

Additionally, the CWDs must email an excel spreadsheet with an updated user list of individuals who require access to the services to the DAU at [DataAccessUnit@dss.ca.gov](mailto:DataAccessUnit@dss.ca.gov) by October 31, 2022.

The excel spreadsheet must include:

- Two individuals designated to serve as web managers;
- User Last, First Name;
- Program (CalWORKs, CalFresh);
- Email Address; and
- Office Location.

**County Welfare Departments Establishing Access**

The CWDs requesting initial access to The Work Number through the CDSS and Equifax/TALX agreement must provide the CDSS:

- A digitally signed (i.e., Adobe Sign or DocuSign) version of The Work Number MOU (attached).
  
- A copy of a resolution, order, motion, ordinance, or other similar document from the local governing body authorizing execution of the MOU.
  - Documentation allowing the execution of the MOU is required. Notification shall include the authority granted and to whom the authority is granted.
  - Example: If the local board has authorized a CWD

All County Welfare Directors Letter  
Page Three

designee to execute an agreement without board approval, the minutes or formal documentation granting that authority specifically to the position and/or named individual must be submitted.

Whoever the CWD designates to sign the MOU must have the authority to sign and enter into an agreement/MOU with the CDSS. Therefore, a copy of a resolution, order, motion, ordinance, or other similar document from the local governing body authorizing execution of the agreement by the CWD designee must accompany the MOU and is required by the CDSS.

The signed MOUs, resolution, and user list must be emailed to the Data Access Unit (DAU) at: [DataAccessUnit@dss.ca.gov](mailto:DataAccessUnit@dss.ca.gov). The CWDs that do not utilize a digital signature process must mail three (3) original sets of the MOU package, each with an original signature, to:

California Department of Social Services  
Attention: Data Access Unit  
744 P Street, Mail Station 8-5-26  
Sacramento, CA 95814

Once a signed MOU is received, the CDSS will execute the MOU and:

- Retain a copy of the executed MOU;
- Send a copy of the executed MOU to the TALX Corporation; and
- Return a copy of the executed MOU to the CWD for their records.

Once the MOU has been executed, the CDSS will request the CWD to provide a list of Authorized User(s) having access to the services. For the CWD to fully participate, a list of Authorized User(s) must be provided.

The CWDs are not required to participate through the CDSS and Equifax/TALX agreement. However, the CWDs must complete the steps outlined in this All County Welfare Directors Letter in order to access The Work Number through the agreement between the CDSS and Equifax/TALX.

If you have any questions or need additional information, please contact the Data Access Unit at [DataAccessUnit@dss.ca.gov](mailto:DataAccessUnit@dss.ca.gov).

**MEMORANDUM OF  
UNDERSTANDING BETWEEN THE  
CALIFORNIA DEPARTMENT OF SOCIAL  
SERVICES AND  
THE COUNTY OF CONTRA COSTA**

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**I. PURPOSE**

The California Department of Social Services ("CDSS") has established an income verification program for California counties regarding the California Work and Responsibility to Kids (CalWORKs) and CalFresh programs. As part of this program, the CDSS has contracted with TALX Corporation, a provider of Equifax Verification Services ("EVS" or "Contractor"), for participating counties to verify consumer-recipient employment, income and other work-related information. The Agreement between CDSS and Contractor, CDSS Agreement (hereafter "Agreement"), is attached as Exhibit 1.

This Memorandum of Understanding (MOU) is entered into by the CDSS and the County named above ("County") for the purpose of authorizing County access to Contractor's on-line The Work Number® employment and income verification service (hereafter "Service"), pursuant to the Agreement, or subsequent agreements. This MOU authorizes County to retrieve and verify certain employment and/or income data of a consumer-recipient applying for or currently receiving public social service assistance where such information has been furnished to Contractor by employers. County agrees to comply with the obligations of the Agreement, including the User Agency Obligations contained in Attachment 2 of the Department of General Services (DGS) Employment Verification Services Master Services Agreement (MSA Number 5-22-70-29) (incorporated by reference as Exhibit C of this Agreement), as a condition of access to the Service.

**II. SCOPE OF WORK**

The Service may be accessed by County employees to verify a consumer-recipient's employment status or income for purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of overpayments associated with the receipt of public aid or assistance. Accordingly, the Service permits County the ability to:

- A. Search for a recipient's employment status or income by a recipient's Social Security Number.

- B. Register, authenticate, and monitor users and usage, including producing monthly reports.
- C. Identify if a recipient has current, historical, or no employment information on file.
- D. Order and retrieve an employment verification, which shall include the employer name and employment status; or an income verification which shall include the employer address, dates of employment, title of position, pay rate, and year-to-date gross income and pay period details for up to a three-year period.
- E. Through this MOU, CDSS authorizes County to access the Service solely for the purpose described in this Scope of Work. Counties not entering into this MOU will not have access to the Service unless they have a separate independent agreement with the Contractor.

### **III. CDSS RESPONSIBILITIES**

- A. Pursuant to a third-party beneficiary Agreement between CDSS and Contractor, CDSS has, on behalf of participating counties, secured access to the Service for use in the CDSS income verification program.
- B. CDSS will not be directly accessing or using the Service but shall have the right as the pass-through entity to inspect, review, or otherwise monitor all activities, procedures, records, reports or forms related to the County's access of the Service in order to ensure compliance with this MOU.

### **IV. COUNTY RESPONSIBILITIES**

- A. County shall comply with the obligations of the Agreement, including the requirements of DGS MSA 5-22-70-29, or subsequent agreements.
- B. County shall maintain any and all information/data provided by the Service in strict confidence, and will not reproduce, disclose, or make accessible in whole or in part, in any manner whatsoever, to any third party, unless mandated by law.
- C. County represents and warrants it is administering a government funded benefit or program, has been granted the legal authority to view the information/data by the consumer or by operation of law, and shall only request the information/data in compliance with state and federal laws. County further represents and warrants that it has written authorization from the Consumer to verify income.
- D. County certifies that it will order data from the Service only when it intends to

use the data in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the data is a consumer report, in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, and for no other purpose.

- E. County agrees to only use the data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau ("CFPB") Notice Form attached as Attachment 3 of DGS MSA 5-22-70-29.
- F. County certifies that it will comply with applicable provisions under Vermont law. In particular, County certifies that it will order data relating to Vermont residents only after County has received prior Consumer consent in accordance with VFCRA Section 24803 and applicable Vermont Rules. County further certifies that it received the copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Attachment 4 of DGS MSA 5-22-70-29.
- G. County certifies it will establish safeguards to ensure only Authorized Users can order or have access to the Service. "Authorized User" is defined as a County employee authorized to order or access the Service in relation to the performance of their official duties.
- H. County shall take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than the Authorized User for permissible purposes. County agrees to monitor County employees' access of the Service to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
- I. County shall take all necessary measures to ensure employees do not access consumer-recipient employment or income information for personal reasons or benefit. No County employee shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to the guidelines set forth under this MOU or his/her duties as a County employee.
- J. County agrees to indemnify, defend, and save harmless CDSS and Contractor, and their respective directors, officers, managers, agents, and employees from any and all claims, actions, demands, damages, liabilities, obligations, losses, settlements, judgments, fines, penalties, sanctions, charges, costs and expenses, arising out of, relating to, or in connection with County's use of the Service and/or the unauthorized disclosure or dissemination of consumer- recipient information/data by County employees in the performance of this Agreement. County does not assume the risk on behalf of or agree to indemnify any other county.

- K. County acknowledges that neither Contractor nor its officers, agents or employees will be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the provision of verifications of employment and/or income, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by Contractor exceed the sum paid by CDSS for the service which causes County's claim. This provision shall survive any termination or expiration of this MOU.
- L. County hereby certifies it will employ all necessary measures to maintain data security and confidentiality when sending, transferring, shipping, or otherwise disposing of any consumer report information. In addition to any requirements of this MOU, County agrees to comply with the data security provisions of the Agreement, including Attachment 1 of DGS MSA 5-22-70-29.
- M. County shall ensure that all County employees comply with California Welfare & Institutions Code section 10850 to protect any confidential information it may receive and possess from the Service from unauthorized use, access, or disclosure.
- N. Unauthorized use, access, or disclosure of confidential information is considered a breach of security. County shall immediately notify CDSS of any and all suspected, attempted, or confirmed breach of security by contacting the CDSS Information Security Officer (ISO) at (916) 651-5558.
- O. The use of the Service includes information that is protected by the FCRA and may subject an unauthorized user to possible civil and criminal liability, punishable by fines and imprisonment.
- P. When County ceases to use the Services of Contractor furnished pursuant to this MOU, it shall notify CDSS that it is no longer receiving services from Contractor. If County is dissatisfied with the services of Contractor, it shall provide a letter to CDSS describing its dissatisfaction.
- Q. Without limitation as to any other applicable rights or remedies, in the event of a breach of security caused by County employee(s), through the use of the information/data provided by Contractor, County is responsible for any and all breach notifications to the consumer, along with associated costs.
- R. County may not assign or delegate any of its rights or duties under this MOU.
- S. County acknowledges that its access to the Service is subject to audit by Contractor as described in the Agreement. County agrees to cooperate with CDSS and Contractor in responding to any such audit.

- T. In accordance with the security obligations of the Attachment 1 of DGS MSA 5- 22-70-29, County shall provide immediate notification, but in no event later than 3 business days to Contractor at: TALX Corporation, 11432 Lackland Road, St. Louis, MO 63146, Attn: President; email address: [evscontracts@equifax.com](mailto:evscontracts@equifax.com), of any change in address or office location and are subject to an onsite visit of the new location by Contractor or its designated representative.
- U. For the purposes of the employment and income verification program that is the subject of this MOU, County is not required to purchase separate or additional services from Contractor. CDSS has no expectation that there will be a separate or continuing arrangement for future services between County and Contractor.

#### V. TERM

This MOU shall remain in effect until terminated by either party in accordance with VI B below.

#### VI. GENERAL PROVISIONS

- A. No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS and County.
- B. Termination without cause: This MOU may be terminated by either party without cause upon 30 days written notice.
- C. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner. However, CDSS or County shall provide written notice to the other party of such termination for cause of this MOU. Contractor may immediately suspend and/or terminate County's access to the Service if Contractor reasonably believes County has violated the FCRA, any of the state law counterparts to the FCRA, or any other applicable law or regulation.

[Signature page to follow]

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

By: \_\_\_\_\_  
Name and Title of signing staff

Date: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title of signing staff

Date: \_\_\_\_\_





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 25, 2022

**Subject:** REGIONAL EARLY ACTION PLANNING (REAP) GRANT SUBALLOCATION

---

**RECOMMENDATION(S):**

AUTHORIZE the Conservation and Development Director to execute an agreement with the Association of Bay Area Governments (ABAG) to receive technical assistance from ABAG related to Housing Element updates and other housing-related topics and in which the County agrees to indemnify ABAG for County staff's role under the Agreement.

**FISCAL IMPACT:**

Under the proposed Agreement, the County will neither receive funding from ABAG nor be required to make any expenditures. However, the County and other jurisdictions will benefit from the technical assistance provided by ABAG, which is estimated to cost ABAG \$768,975, and the County will need to expend minimal staff time assisting ABAG with overseeing their consultant.

**BACKGROUND:**

The Association of Bay Area Governments (ABAG) has received grant funds awarded by the State of California Department of Housing and Community Development (HCD) pursuant to the Regional Early Action Planning (REAP) program to facilitate shared technical assistance and cross-jurisdiction knowledge sharing amongst jurisdictions within Contra Costa County and throughout the Bay Area for Housing Element updates and other housing-related topics. ABAG has suballocated the HCD funding to support planning collaboratives in each Bay Area county, including Contra Costa County. The planning collaborative in Contra Costa County is open to all land use planning jurisdictions in the County (the 19 cities and the County) and is a forum for receiving technical assistance and sharing lessons learned in the topic areas described above.

ABAG has allocated \$768,975 to support the collaborative in Contra Costa County. In lieu of granting these funds to the County or other jurisdiction in the County, ABAG has retained the funding in order to directly administer a consulting contract to support the collaborative. ABAG has entered into a consulting services agreement with Moore, Iacofano Goltsman, Inc. (MIG) to support the Contra Costa County Planning Collaborative and provide technical assistance to all included jurisdictions. ABAG has requested the assistance of the County to assist ABAG with managing the work of the MIG to ensure effective delivery of the services contemplated in the grant from HCD and the agreement with MIG and has developed a proposed Agreement with the County to outline roles and responsibilities. Under the proposed Agreement, the County will be responsible for reviewing and approving invoices from MIG and ABAG shall be responsible for contracting with MIG, and processing payment of invoices. Under the proposed Agreement, the County will neither receive and funding nor be required to make any

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: John Kopchik 925 655-2780

By: , Deputy

cc:

BACKGROUND: (CONT'D)

expenditures. However, the County and other jurisdictions will benefit from the technical assistance provided by ABAG. The proposed Agreement requires the County to indemnify ABAG for County staff's role under the Agreement in overseeing the consultant and reviewing invoices.

CONSEQUENCE OF NEGATIVE ACTION:

The County would not execute the agreement. This may result in ABAG not providing the technical assistance.



Contra  
Costa  
County

To: Board of Supervisors  
From: INTERNAL OPERATIONS COMMITTEE  
Date: October 25, 2022

Subject: Small Business Enterprise, Outreach, and Local Program Report for January through June 2022

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**RECOMMENDATION(S):**

ACCEPT the Small Business Enterprise, Outreach, and Local Bid Preference Programs Report, reflecting departmental program data for the period January 1 through June 30, 2022.

**FISCAL IMPACT:**

No fiscal impact. Informational report only.

**BACKGROUND:**

The Internal Operations Committee, on October 17, 2022, received the report below prepared by the Purchasing Services Manager, who also highlighted the following actions initiated by Purchasing to help improve outcomes:

- Purchasing developed a list of active small businesses listed in the Purchasing Portal, the commodities they offer, contact information and business location.
- Purchasing worked with the County's Equal Employment Opportunity Officer Antoine Wilson to update purchasing forms and the County website with current program information, and supports Mr. Wilson at meetings with County departments and outside agencies.
- Purchasing worked with Economic Development Liaison George Carter to discuss with local businesses and chambers of commerce how to best do business with the County.

The table on the following page summarizes the attached department activity on a countywide basis.

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

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Cynthia Shehorn, 925-957-2495

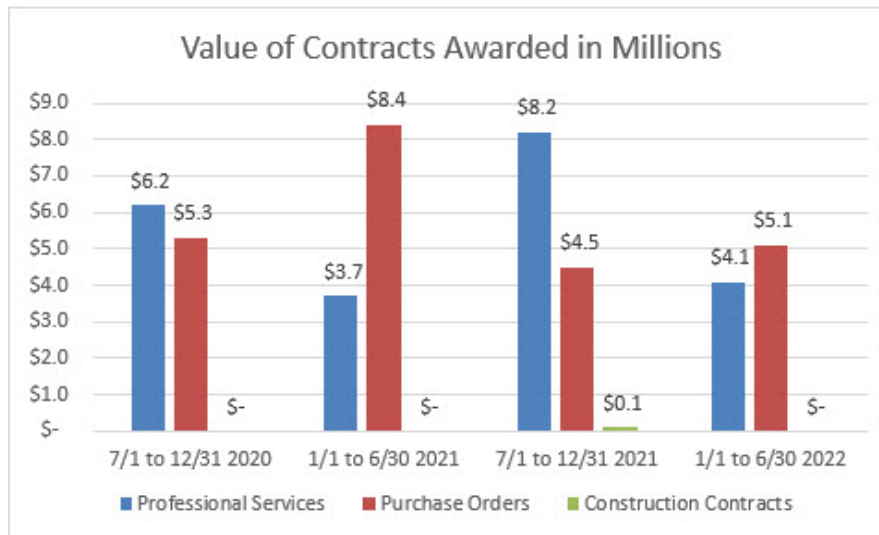
By: , Deputy

cc:

BACKGROUND: (CONT'D)

January – June 2022

ACTIVITY TYPE:	Total # of ALL Contracts	Total # of SBE Contracts	SBE Percent of Total	Total Dollar Value of ALL Contracts	Total Dollar Value of SBE Contracts	SBE Percent of Total
Professional/Personal Services	207	85	41.1%	\$14,801,053	\$4,184,261	28.3%
Purchasing Transactions	1026	321	31.3%	\$14,751,088	\$5,102,177	34.6%
Construction Contracts	0	0	0.0%	0	0	0.0%



IOC Chair Burgis asked staff to expand the preceding history graph to include pre-COVID purchasing experience and then share it with the County's economist for comment at the annual Board retreat.

While the County did not achieve the 50% goal, this information shows the County directed more than \$9.2 million in qualifying transactions to SBE firms during the six-month reporting period, achieving a 28.3% award rate for professional/personal services transactions and a 34.6% award rate for purchasing transactions. There were no construction contracts reported in this period.

It is worth noting that the SBE participation goals of surrounding agencies are typically in the 20-25% range. By that measure, Contra Costa County's reported activity is just above that threshold for professional/personal services, and well above the range for purchasing transactions. The following departments are to be commended for achieving 50% or more program compliance this reporting period:

- **Professional/Personal Services:** Clerk of the Board, Dept of Child Support Services, District Attorney, Health Services, Library Administration and Public Works
- **Purchasing Transactions:** Conservation & Development, Communications Media, District Attorney, Probation, Public Defender, Public Works, Treasurer – Tax Collector, and Veteran Services

Of particular note, the District Attorney is to be commended for achieving a 100% award rate for qualifying professional services contracts.

Department/Activity	Total # of ALL Contracts	Total # of SBE Contracts	SBE Percent of Total	Total Dollar Value of ALL Contracts	Total Dollar Value of SBE Contracts	SBE Percent of Total
<b>Professional/Personal Svcs</b>						
Clerk of the Board	2	1	50%	\$215,000	\$135,000	62.8%

Dept of Child Support Svcs	2	1	50%	\$153,163	\$99,999	65.3%
District Attorney	1	1	100%	\$35,000	\$35,000	100%
Health Services	108	53	49.1%	\$5,725,317	\$3,043,003	53.1%
Library Administration	7	6	85.7%	\$143,100	\$132,600	92.7%
Public Works	4	2	50%	\$109,700	\$103,200	94.1%
<b>Purchasing Transactions</b>						
Conservation & Development	7	6	85.7%	\$212,761	\$206,761	97.2%
Communications Media	10	5	50%	\$73,505	\$54,137	73.7%
District Attorney	24	13	54.2%	\$278,748	\$218,132	78.3%
Probation	35	17	48.6%	\$217,838	\$173,943	79.8%
Public Defender	8	4	50%	\$90,219	\$61,425	68.1%
Public Works	147	76	51.7%	\$3,222,493	\$1,672,649	51.9%
Treasurer-Tax Collector	10	3	30%	\$45,020	\$25,572	56.8%
Veteran Services	9	2	22.2%	\$48,920	\$39,444	80.6%

### E-Outreach Report

In order to encourage the use of small, local, and disadvantaged businesses, the County's E-Outreach Program requires bids and Request for Proposals greater than \$10,000 to be solicited online. For this period, there were 46 bids totaling \$27,293,989 that fell within the parameters of the program.

The data specific to electronic solicitations is developed and provided by the Purchasing Division of the Public Works Department, and reflects outreach to small, women-owned, minority-owned, local, disabled veteran-owned, and disadvantaged business enterprises. During this reporting period, 46 bids were conducted using the BidSync e-outreach site. Notifications were sent to 626,459 businesses, of which 14.07% are considered small, local, or disadvantaged business enterprises.

### E-Outreach January 1, – June 30, 2022

Number of Solicitations	46
Total Notifications	626,459
Dollar Value	\$27,293,989

<b>BUSINESS CATEGORY</b>	<b>Notifications</b>	<b>Percentage of Total</b>
MBE - Minority Business Enterprise	15,102	2.40%
WBE - Women Business Enterprise	13,555	2.10%
SBE - Small Business Enterprise	48,002	7.70%
LBE - Local Business Enterprise	2,066	0.30%
DVBE - Disabled Veteran Business Enterprise	430	0.07%
DBE – Disadvantaged Business Enterprise	<u>9,125</u>	<u>1.50%</u>
<b>Total</b>	<b>88,280</b>	<b>14.07%</b>

### Local Business Preference

For opportunities exceeding \$25,000, the Local Business Preference Program allows for local businesses to submit a new offer if within 5% of the lowest bidder. There were no instances of the Bid Preference utilized in this reporting period.

### Dollar Value Awarded to Local and Bay Area Businesses

The dollar value of Purchase Orders issued for the period was \$20,558,730. The dollar value awarded to Contra Costa County businesses was 17.25% or \$3.5 million. The value awarded to other Bay Area businesses was 15.62% or \$3.2 million. This represents Contra Costa County's contribution to the local economy.

Contra Costa County	\$3,542,835	17.25%
Other Bay Area Counties	\$3,219,407	15.62%
Other	<u>\$13,796,488</u>	<u>67.13%</u>
<b>Total</b>	<b>\$20,558,730</b>	<b>100.00%</b>

### Conclusion

The County has demonstrated continued commitment to achieving the 50% goal for participation by SBE firms in contract and purchasing activities. While the data for some departments is below this threshold, departments are showing some interest in increasing the percentage of awarded contracts. Instruction is being provided on the search features of the purchasing system, to assist in identifying businesses in the small, local, women, minority, veteran, and disadvantaged business categories.

### ATTACHMENTS

Attachment A: SBE, Outreach and Local Bid Preference Rpt Jan -Jun 2022

**ATTACHMENT A**  
**SMALL BUSINESS ENTERPRISE - Program Activity report**

Reporting Period:

January - June 2022

	Total # of <b>ALL</b> contracts	Total # of <b>SBE</b> contracts	SBE percent of Total # of contracts	Total dollar value of <b>ALL</b> contracts	Total dollar value of <b>SBE</b> contracts	SBE percent of Total contracts value
<b>Agriculture</b>						
Professional/Personal services contracts	2	1	50.0%	\$34,998	\$9,999	28.6%
Purchasing Transactions	4	2	50.0%	\$54,146	\$4,500	8.3%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Animal Services</b>						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	13	4	30.8%	\$155,824	\$12,210	7.8%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Assessor</b>						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	4	0	0.0%	\$13,679	\$0	0.0%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Auditor-Controller</b>						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	2	1	50.0%	\$24,310	\$5,785	23.8%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Clerk Recorder-Elections</b>						
Professional/Personal services contracts	18	5	27.8%	\$260,864	\$64,107	24.6%
Purchasing Transactions	20	6	30.0%	\$167,469	\$35,030	20.9%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Conservation and Development *</b>						
Professional/Personal services contracts	2	1	50.0%	\$179,400	\$79,400	44.3%
Purchasing Transactions	7	6	85.7%	\$212,761	\$206,761	<b>97.2%</b>
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>County Administrator's Office - Administration</b>						
Professional/Personal services contracts	1	0	0.0%	\$20,000	\$0	0.0%
Purchasing Transactions	4	0	0.0%	\$47,172	\$0	0.0%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>County Administrator's Office - Reentry &amp; Justice</b>						
<b>ORJ REPORTED WITH PROBATION</b>						

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**SMALL BUSINESS ENTERPRISE - Program Activity report**

Reporting Period:

January - June 2022

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<b>County Administrator's Office - Clerk of the Board *</b>						
Professional/Personal services contracts	2	1	50.0%	\$215,000	\$135,000	<b>62.8%</b>
Purchasing Transactions	3	1	33.3%	\$17,500	\$8,500	48.6%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>County Administrator's Office - Communications and Media *</b>						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	10	5	50.0%	\$73,505	\$54,137	<b>73.7%</b>
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>County Administrator's Office - Dept. of Information Technology (DoIT)</b>						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	34	5	14.7%	\$955,168	\$60,390	6.3%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Dept. Child Support Services (DCSS) *</b>						
Professional/Personal services contracts	2	1	50.0%	\$153,163	\$99,999	<b>65.3%</b>
Purchasing Transactions	34	15	44.1%	\$378,427	\$118,258	31.2%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>County Counsel</b>						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	0	0	0.0%	\$0	\$0	0.0%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>District Attorney *</b>						
Professional/Personal services contracts	1	1	100.0%	\$35,000	\$35,000	<b>100.0%</b>
Purchasing Transactions	24	13	54.2%	\$278,748	\$218,132	<b>78.3%</b>
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Employment and Human Services</b>						
Professional/Personal services contracts	13	5	38.5%	\$812,378	\$350,000	43.1%
Purchasing Transactions	80	37	46.3%	\$1,151,019	\$477,694	41.5%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%



**ATTACHMENT A**

**SMALL BUSINESS ENTERPRISE - Program Activity report**

Reporting Period:

January - June 2022

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<b>Fire Protection District</b>						
Professional/Personal services contracts	1	0	0.0%	\$8,437	\$0	0.0%
Purchasing Transactions	9	2	22.2%	\$137,937	\$44,590	32.3%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Health Services *</b>						
Professional/Personal services contracts	108	53	49.1%	\$5,725,317	\$3,043,003	<b>53.1%</b>
Purchasing Transactions	370	53	14.3%	\$6,730,569	\$874,103	13.0%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Human Resources</b>						
Professional/Personal services contracts	4	0	0.0%	\$1,514,635	\$0	0.0%
Purchasing Transactions	5	0	0.0%	\$145,481	\$0	0.0%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Library *</b>						
Professional/Personal services contracts	7	6	85.7%	\$143,100	\$132,600	<b>92.7%</b>
Purchasing Transactions	48	15	31.3%	\$582,883	\$133,449	22.9%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Probation - Includes ORJ Data*</b>						
Professional/Personal services contracts	31	9	29.0%	\$323,334	\$131,953	40.8%
Purchasing Transactions	35	17	48.6%	\$217,838	\$173,943	<b>79.8%</b>
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Public Defender *</b>						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	8	4	50.0%	\$90,219	\$61,425	<b>68.1%</b>
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Public Works *</b>						
Professional/Personal services contracts	4	2	50.0%	\$109,700	\$103,200	<b>94.1%</b>
Purchasing Transactions	147	76	51.7%	\$3,222,493	\$1,672,649	<b>51.9%</b>
Construction contracts	0	0	0.0%	\$0	\$0	0.0%

**ATTACHMENT A**

**SMALL BUSINESS ENTERPRISE - Program Activity report**

**January - June 2022**

**Reporting Period:**

	Total # of <b>ALL</b> contracts	Total # of <b>SBE</b> contracts	SBE percent of Total # of contracts	Total dollar value of <b>ALL</b> contracts	Total dollar value of <b>SBE</b> contracts	SBE percent of Total contracts value
<b>Office of the Sheriff</b>						
Professional/Personal services contracts	12	0	0.0%	\$5,265,727	\$0	0.0%
Purchasing Transactions	159	54	34.0%	\$3,105,118	\$875,605	28.2%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Treasurer - Tax Collector *</b>						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	10	3	30.0%	\$45,020	\$25,572	<b>56.8%</b>
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Veterans Services Office *</b>						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	9	2	22.2%	\$48,920	\$39,444	<b>80.6%</b>
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
<b>Total Activity Reported</b>						
Professional/Personal services contracts	207	85	<b>41.1%</b>	\$14,801,053	\$4,184,261	<b>28.3%</b>
Purchasing Transactions	1026	321	<b>31.3%</b>	\$14,751,088	\$5,102,177	<b>34.6%</b>
Construction contracts	0	0	<b>0.0%</b>	\$0	\$0	<b>0.0%</b>



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 25, 2022

**Subject:** DCD Employee Years of Service Awards Policy and Annual Expenditure Authorization

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**RECOMMENDATION(S):**

APPROVE the Conservation and Development Department's Years of Service Awards Policy, and AUTHORIZE the expenditure of up to \$500 annually for employee recognition awards at the annual team building event.

**FISCAL IMPACT:**

Costs associated with the purchase of awards will be covered by the Department's Land Development fund.

**BACKGROUND:**

The Department of Conservation and Development intends to implement a Years of Service Awards program to recognize employees who have achieved 10, 15, 20, 25, 30 and 35 years of service. The awards ceremony would be held during the annual team building event held each fall and will follow the attached draft departmental policy.

The program will have minimal costs which will be offset by the benefits of boosting morale and department loyalty. The Department is requesting the authority to expend up to \$500 annually on the awards.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Department Director will not be able to adequately recognize and celebrate staff for their years of dedicated service.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/25/2022**  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: October 25, 2022

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

Contact: Joyce Ring-Reaves 925 655-2781

By: , Deputy

cc:

ATTACHMENTS

DCD Service Awards Policy

YEARS OF SERVICE AWARDS POLICY  
DEPARTMENT OF CONSERVATION AND DEVELOPMENT

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I. GENERAL

The purpose of this section is to establish policy and procedures to recognize and celebrate Department of Conservation and Development (DCD) staff for their years of dedicated service and bestow Years of Service awards.

II. POLICY

The location of the team building event will be held a location convenient to department staff. Depending on location and other circumstances attendance is not always mandatory and team leaders will ensure non-attendees receive their Years of Service awards.

As part of this policy, there will be a proclamation at the Board of Supervisors (BOS) meeting for staff celebrating 20 years or more of service, or upon retirement, at the discretion of the DCD Director and the employee.

III. TYPES OF AWARDS

During the annual recognition event, celebrated staff will be presented with a Years of Service or Retirement award in the form of either an honorable mention a paper certificate or a framed plaque.

Service awards will be awarded at the following increments:

- 10 years of service—honorable mention
- 15 years of service—honorable mention
- 20 years of service—framed certificate
- 25 years of service—framed certificate
- 30 years of service—framed certificate
- 35 years of service and above—framed certificate
- Upon Retirement—framed certificate

IV. PROCEDURES

The Contra Costa County Human Resources (HR) Department sends Active Employee Service Award Report lists twice yearly for the Department. The list received in December covers years of service anniversary dates from January through June of the upcoming year. The list received in May covers years of service anniversary dates for July through December of the current year.

A designee will prepare a list of recipients sorted by years of service using the list provided by HR. The designee will review each list for accuracy and prepare the awards for each eligible honoree prior to the Department award event.

During the recognition event, the Department Director will present each honoree with their signed award.