

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**

**JOHN GIOIA**, *CHAIR*, 1ST DISTRICT

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

**CANDACE ANDERSEN**, 2ND DISTRICT

**DIANE BURGIS**, 3RD DISTRICT

**KEN CARLSON**, 4TH DISTRICT

**MONICA NINO**, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 655-2075

The public may attend the Board meeting in person and remotely via call-in or Zoom. 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). Meetings of the Board are closed-captioned in real time.

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. Persons who wish to address the Board in person should complete the form provided for that purpose. Access via Zoom is also available using the following link: <https://cccounty-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. A Spanish language interpreter is available to assist Spanish-speaking callers.

Public comments generally will be limited to two minutes per speaker. Your patience is appreciated.

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

**AGENDA**  
**March 7, 2023**

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

**Closed Session**

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

1. Agency Negotiators: Monica Nino.

Employee Organizations: Public Employees Union, Local 1; AFSCME Locals 512 and 2700; California Nurses Assn.; SEIU Locals 1021 and 2015; District Attorney Investigators' Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters I.A.F.F., Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Contra Costa County Defenders Assn.; Contra Costa County Deputy District Attorneys' Assn.; Prof. & Tech. Engineers IFPTE, Local 21; and Teamsters Local 856.

2. Agency Negotiators: Monica Nino.

Unrepresented Employees: All unrepresented employees.

**B. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

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

**C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

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

Claim of S.B.

1. S.B. Claim

**D. PUBLIC EMPLOYMENT (Gov. Code, § 54957) – beginning at 11 a.m.**

Title: County Counsel

***Inspirational Thought: “There shall never be another season of silence until women have the same rights men have on this green earth.” Susan B. Anthony, American Women’s Rights Activist***

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.59 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

**PRESENTATIONS (5 Minutes Each)**

- PR. 1** PRESENTATION proclaiming March 2023 as National Red Cross Month. (Supervisor Gioia)
- PR. 2** PRESENTATION proclaiming March 2023 as Women’s History Month and recognizing March 8, 2023, as International Women's Day. (Supervisors Burgis and Andersen)
- PR. 3** PRESENTATION proclaiming March 2023 as Prescription Drug Awareness Month. (Supervisor Burgis)

**DISCUSSION ITEMS**



**D. 1** HEARING on the itemized costs of abatement for property located in unincorporated Contra Costa County at 0 Stone Rd., Bethel Island, California (Thanh Nguyen, Owner). (Jason Crapo, Conservation and Development Department).

**D. 2** HEARING on the itemized costs of abatement for property located at 4150 Appian Way, El Sobrante, California (Joseph & Sofia New, Owner). (Jason Crapo, Conservation and Development Department).

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

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

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

### ***ADJOURN***

### **CONSENT ITEMS**

#### **Road and Transportation**

**C. 1** ADOPT Resolution No. 2023/59 approving and authorizing the Public Works Director, or designee, to fully close a portion of Oak View Avenue between Colusa Avenue and Santa Fe Avenue, on March 18, 2023 from 6:00 a.m. through 11:00 a.m., for the purpose of the Colusa Circle 5K Run, Kensington area. (No fiscal impact)

**C. 2** ADOPT Resolution No. 2023/60 approving and authorizing the Public Works Director, or designee, to partially close the east bound lane only of Parker Avenue between 1st Street and 7th Street, on March 11, 2023 from 8:00 a.m. through 10:00 a.m., for the purpose of the Rodeo Baseball Association Opening Day Parade, Rodeo area. (No fiscal impact)

#### **Engineering Services**

**C. 3** ADOPT Resolution No. 2023/58 approving the Parcel Map and Subdivision Agreement for minor subdivision MS22-00006, for a project being developed by David Brothers Construction, Inc., as recommended by the Public Works Director, Alamo area. (No fiscal impact)

#### **Special Districts & County Airports**

- C. 4** APPROVE and AUTHORIZE the Public Works Director, or designee, to allocate up to \$61,000 from County Service Area R-7 funds for the Alamo “2023 Summer Concert Series” and Alamo “2023 Movie Under the Stars” events at Livorna Park, Alamo area. (100% County Service Area R-7 Funds)
- C. 5** Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract amendment with GEI Consultants, Inc., to extend the term through March 18, 2024, for on-call facility design and conditions assessment, with no change to the payment limit, Countywide. (No fiscal impact)
- C. 6** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Peter Moody, for a north-facing hangar at Buchanan Field Airport effective February 28, 2023, in the monthly amount of \$380, Pacheco area (100% Airport Enterprise Fund).
- C. 7** Acting as the governing body of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with Stryker, in an amount not to exceed \$215,000, for the purchase of four LIFEPAK defibrillators and accompanying equipment. (100% CCCFPD EMS Transport Fund)
- C. 8** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an amended and restated lease with Dale Village Apartment Company, LP, to extend the term of the lease for the property located at 45 John Glenn Drive, Concord, through March 2073, at an initial annual rent of \$500,400, with rent increases every three years. (100% Airport Enterprise Fund)
- C. 9** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Rushmore Aviation, LLC., for a south-facing hangar at Buchanan Field Airport effective February 24, 2023, in the monthly amount of \$359, Pacheco area (100% Airport Enterprise Fund).
- C.10** Acting as the governing body of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Change Order with Golden State Fire Apparatus, in the amount of \$30,075, for the purchase of one (1) Wildland Firefighting Engine and increasing the maximum expenditure amount under the contract to not exceed \$423,075. (100% CCCFPD General Fund)
- C.11** Acting as the governing body of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with American Medical Response, in an amount not to exceed \$983,000, for the purchase of ambulance equipment. (100% CCCFPD EMS Transport Fund)

- C.12** Acting as the governing body of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Locality Media, Inc., dba First Due Corporation, in an amount not to exceed \$486,500 for fire prevention software, for the period of March 15, 2023, through March 14, 2026, with two one-year extension options to March 14, 2028. (100% CCCFPD General Fund)
- C.13** Acting as the governing body of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with GOGov, Inc. in the amount not to exceed \$4,188 per year, for the period of March 15, 2023, through March 14, 2026, with two one-year extension options to March 14, 2028, for a total cost of \$26,110, to provide record tracking software for weed abatement. (100% CCCFPD General Fund)
- C.14** Acting as the governing body of the Contra Costa County Fire Protection District, Contra Costa County Fire Protection District (7300): APPROVE Appropriation and Revenue Adjustment No.005051 authorizing new revenue in the amount of \$44,900 from the Contra Costa Community College District and appropriation of the funds to the Contra Costa County Fire Protection District (7300) for maintenance of training facilities. (100% CCCFPD General Fund)
- C.15** Acting as the governing body of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with Vision33 Inc. to extend the termination date from March 10, 2023 to March 31, 2025, and increase the payment limit by \$185,000 to a new payment limit of \$825,000, to provide for hosting and support of the Calytera Amanda fire inspection software system. (100% CCCFPD General Fund)
- C.16** Acting as the governing body of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Auditor-Controller, on behalf of the Contra Costa County Fire Protection District (District), to make a payment to the State of California Department of Health Care Services in an amount not to exceed \$547,586 for the Ground Emergency Medical Transportation Quality Assurance Fee for ambulance transports provided by the District in the months of October 2022 through December 2022. (100% CCCFPD EMS Transport Fund)

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

- C.17** DENY the claims filed by Lorrie J. Ceccarelli, Roy S. Halleybone, Harry Imperial-Bobis, John Muir Medical Center, W.C.(2), Helena Lee, Antonio Lopez, Susannah M. McDavid, Mercury Insurance, State Farm Mutual for Lashun Shumake-Ward, Erica Tiffany Thomas for H.A.L., and Romelyn Bayaua for R.D. DENY an amended claim filed by Harry Imperial-Bobis. DENY a late claim filed by Chung Jin Park.

## **Honors & Proclamations**

- C.18** ADOPT Resolution No. 2023/64 proclaiming March 2023 as National Red Cross Month, as recommended by Supervisor Gioia.
- C.19** ADOPT Resolution No. 2023/62 declaring March 2023 as Prescription Drug Abuse Awareness Month, as recommended by Supervisor Burgis.
- C.20** ADOPT Resolution No. 2023/63 recognizing March 10, 2023 as the 64th Anniversary of the Tibetan National Uprising and Affirm Support of the People of Tibet, as recommended by Supervisor Gioia.
- C.21** ADOPT Resolution No. 2023/67 proclaiming March 2023 as Women’s History Month, and recognizing March 8, 2023, as International Women's Day in Contra Costa County, as recommended by Supervisors Burgis and Andersen.

## **Ordinances**

- C.22** ADOPT Ordinance No. 2023-06 to prohibit commercial vehicles with a gross weight of more than 20,000 pounds at all times on Fred Jackson Way, Market Avenue, Chesley Avenue, Gertrude Avenue, First Street, Fifth Street, and Sixth Street, as recommended by the Public Works Director, North Richmond area. (100% Local Road Funds)

## **Appointments & Resignations**

- C.23** REAPPOINT Roosevelt Gibson, Jr. to the Education Seat and Eric Maldonado to Community Seat #3 on the Advisory Council on Equal Employment Opportunity (ACEEO) both terms to expire on November 30, 2025, as recommended by the Equity Committee.
- C.24** REAPPOINT Lara DeLaney to the Management Seat #1 on the Advisory Council on Equal Employment Opportunity for a term ending November 30, 2025, as recommended by the County Administrator.
- C.25** ACCEPT the resignation of Dylan Johnson, DECLARE a vacancy in the District IV Seat on the Alcohol and Other Drugs Advisory Board for a term ending June 30, 2023, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Carlson.

## **Intergovernmental Relations**

- C.26** As a condition of a performance payment to the Contra Costa Transportation Authority in the amount of \$280,000, APPROVE proposal of the Contra Costa Transportation Authority to form a partnership with a new or existing nonprofit community-based organization as the type of Coordinating Entity to be established to implement the recommendations of the Accessible Transportation Strategic Plan, as recommended by the Transportation, Water, and Infrastructure Committee. (100% Measure X sales tax funds)

### **Personnel Actions**

- C.27** ADOPT Position Adjustment Resolution No. 25592, to establish the Food Service Worker Series (Generalist, Specialist, and Lead) represented classifications, reclassify positions, and reallocate the salaries of the Institutional Services Worker series and the Environmental Services Supervisor in the Health Services Department. (100% Hospital Enterprise Fund I)
- C.28** ADOPT Position Adjustment Resolution No. 26119 to add one Public Defender Client Services Specialist (represented) position and one Legal Assistant (represented) position in the Public Defender's Office. (100% 2011 Realignment funding)
- C.29** ADOPT Position Adjustment Resolution No. 26124 to add one Employment and Human Services Division Manager (represented) position in the Children and Family Services Bureau of the Employment and Human Services Department for a limited period through July 31, 2023, pending the announced retirement of an incumbent in the Children and Family Services Bureau. (72% State, 9% Federal, 19% County)
- C.30** ADOPT Position Adjustment Resolution No. 26120 to add two Systems Accountant I (represented) positions in the Auditor-Controller's Office. (100% General Fund)
- C.31** ADOPT Position Adjustment Resolution No. 26126 to add two Information Systems Programmer Analyst IV (represented) positions and one Information Systems Specialist III (represented) position in the Department of Information Technology. (100% General Fund)
- C.32** ADOPT Position Adjustment Resolution No. 26125 to reallocate the salary for the Senior Hydrologist (represented) classification from salary plan and grade ZA5 1949 to salary plan and grade ZA5 1950. (100% Charges for Service)
- C.33** APPROVE placement of incumbent (EE# 71261) to the position of Board of Supervisors Assistant- Chief Assistant (J995) for Supervisorial District IV at Step 3 of the salary range, effective January 3, 2023, as recommended by Supervisor Carlson. (100% General Fund; Budgeted)

## **Grants & Contracts**

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

- C.34** APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute an agreement amendment (C2AP Amendment 1) with the State of California Department of Social Services, to increase the payment limit by \$250,319 to a new payment limit of \$3,817,333 for CalWORKs Stage 2 childcare program, with no change to the term. (State 58%, Federal 42%)
- C.35** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an agreement with EV Charging Solutions, Inc., to design and implement direct current fast charging stations at specific County-owned library locations and other facilities effective March 7, 2023 through December 31, 2025, as recommended by the Sustainability Committee, Countywide. (100% No fiscal impact)
- C.36** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to apply for and accept an amount not to exceed \$486,915 from the Fiscal Year 2023-24 Caltrans Sustainable Communities Planning Grant program to conduct a study for the Bay Point Enhanced Bicycle and Pedestrian Improvements Project. (\$63,085 required match to be funded 50% Road Fund and 50% Measure J Fund)
- C.37** APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to submit a San Francisco Bay Water Quality Improvement Fund Bipartisan Infrastructure Law grant application to the U.S. Environmental Protection Agency in the amount of \$1,000,000, for the Contra Costa Clean Water Program's Clean Watersheds for All project, Countywide. (No County Match)
- C.38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, a grant agreement with Blue Cross of California Partnership Plan, Inc. (dba Anthem Blue Cross), to pay the County an amount not to exceed \$650,000 for the Housing and Homelessness Incentive Program to support homeless services for the period December 1, 2022 through December 31, 2023. (No County match)
- C.39** APPROVE and AUTHORIZE the Health Services Director, or designee to execute a contract with the California Board of State and Community Corrections, for the Residential Substance Abuse Treatment Grant Program, in an amount not to exceed \$1,000,000 for the implementation of substance use disorders treatment at the West County Detention Facility for the period July 1, 2022 through October 1, 2024. (25% County match, budgeted)

- C.40** ADOPT Resolution No. 2023/51 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment #1 with the California Department of Community Services and Development to extend the term from March 31, 2023 to June 30, 2023, with no change in the funding amount of \$4,692,311 for the Low Income Home Energy Assistance Program. (100% Federal)
- C.41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Contra Costa County Office of Education, to pay the County an amount not to exceed \$123,283 to provide a substance abuse counselor to screen incarcerated persons at the West County Detention Facility for substance use treatment for the period of July 1, 2022 through June 30, 2023. (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.42** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Waters Moving & Storage, Inc., to extend the term through December 31, 2025, for on-call moving and storage services, with no change to the payment limit, Countywide. (No fiscal impact)
- C.43** APPROVE and AUTHORIZE the Public Defender, or designee, to execute a contract with Rubicon Programs, Inc., in an amount not to exceed \$987,068 to provide civil legal and service navigation services for Holistic Intervention Partnership (HIP) participants, for the period March 1, 2023 through February 28, 2026. (100% State)
- C.44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jennifer Lee Miles, M.D, in an amount not to exceed \$351,438 to provide outpatient psychiatric care services to children and adolescents for the period April 1, 2023 through March 31, 2024. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C.45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Robin Wendy Asher, M.D., in an amount not to exceed \$219,648 to provide outpatient psychiatric care services to children and adolescents in central Contra Costa County for the period April 1, 2023 through March 31, 2024. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C.46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Allison Smith, MFT, effective March 1, 2023, to increase the payment limit by \$24,000 to a new payment limit of \$230,000 for additional outpatient mental health services for beneficiaries in East and Central Contra Costa County ages 11 years and older with no change in the original term through June 30, 2023. (50% Federal Medi-Cal, 50% State Mental Health

Realignment)

- C.47** RATIFY the Employment and Human Services Director's execution of the 2019 Medi-Cal Privacy and Security Agreement No. 19-07 with California Department of Health Care Services, and APPROVE and AUTHORIZE the Employment and Human Services Director or designee to execute an amendment thereto to extend the term to the earlier of March 1, 2024 or the date a successor Agreement is entered. (No fiscal impact)
- C.48** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Agreement and Statement of Work with ePlus Technology, Inc., in an amount not to exceed \$161,252 for Rubrik software installation, configuration, maintenance and training for the period February 1, 2023 through January 31, 2026, Countywide. (100% Various Local Road, Flood Control and Special Districts Funds)
- C.49** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Fresh Eyes Development to provide social media management services, in an amount not to exceed \$100,000 for the term of April 1, 2023 to March 31, 2024. (100% General Fund)
- C.50** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Robert Half, Inc. (dba Accountemps), in an amount not to exceed \$100,000 for temporary administrative and accounting services due to vacancies for the period March 1, 2023 to August 31, 2023. (100% General Fund)
- C.51** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Robert Half International Inc., doing business through its technology practice group, in an amount not to exceed \$1,680,480 to provide temporary staffing for the period March 1, 2023, through February 28, 2025. (100% General Fund)

### **Other Actions**

- C.52** APPROVE referrals to the Transportation, Water and Infrastructure Committee for action in 2023, as recommended by the Committee. (No fiscal impact)
- C.53** ACCEPT the 2022 annual report from the Transportation, Water and Infrastructure Committee, as recommended by the Committee.
- C.54** ACCEPT the Treasurer's Quarterly Investment Report as of December 31, 2022, as recommended by the County Treasurer-Tax Collector.



- C.55** APPROVE and AUTHORIZE the Health Services Director, or designee to execute a contract with Leica Microsystems, Inc., in an amount not to exceed \$596,174 for the purchase of tissue sample equipment and reagent supplies for the Clinical Laboratory at Contra Costa Regional Center, for the period January 4, 2023 through January 3, 2028. (100% Hospital Enterprise Fund I)
- C.56** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount up to \$14,838 to Meals on Wheels Diablo Region for meal delivery services to homebound seniors provided in good faith and during the period July 1, 2022 through September 30, 2022. (100% Federal Older Americans Act)
- C.57** CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999, and most recently approved by the Board on January 10, 2023 regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact)
- C.58** ACCEPT the Office of the Sheriff Inmate Welfare Fund (IWF) report, in accordance with Penal Code Section 4025(e), on the accounting of all IWF receipts and disbursements for Fiscal Year 2021-2022, as recommended by the Sheriff-Coroner. (No fiscal impact)
- C.59** APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to expend \$2,180 for costs associated with employee Brian Sliger's attendance at the Federal Bureau of Investigation National Academy from April 1, 2023 through June 8, 2023. (100% General Fund)

### **GENERAL INFORMATION**

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402.

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 before the Board votes on the motion to adopt. Each member of the public will be allowed two minutes to comment on the entire consent agenda.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for public testimony. Each speaker during public testimony will be limited to two minutes. After public testimony, 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).

Time limits for public speakers may be adjusted at the discretion of the Chair.

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

Anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda may contact the Office of the County Administrator or Office of the Clerk of the Board, 1025 Escobar Street, Martinez, California.

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

### **DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received, since January 1, 2023, more than \$250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member, and may be made either in writing to the Clerk of the Board of Supervisors before the subject hearing or by verbal disclosure at the time of the hearing.

### **BOARD OF SUPERVISORS STANDING COMMITTEES**

For more information please visit the [Board of Supervisors Standing Committees](#) page.

Airport Committee	March 8, 2023	4:00 p.m.
Equity Committee	March 20, 2023	10:30 a.m.
Family and Human Services Committee	March 27, 2023 Canceled Special meeting March 23, 2023	10:30 a.m.
Finance Committee	April 3, 2023	8:30 a.m.
Internal Operations Committee	March 13, 2023	10:30 a.m.
Legislation Committee	March 13, 2023	1:00 p.m.
Los Medanos Healthcare Operations Committee	April 3, 2023	1:00 p.m.

Public Protection Committee	April 3, 2023	10:30 a.m.
Sustainability Committee	March 20, 2023	10:30 a.m.
Transportation, Water and Infrastructure Committee	March 13, 2023	9:00 a.m.

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

### **Glossary of Acronyms, Abbreviations, and other Terms**

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. For a complete list of commonly used language that may appear in oral presentations and written materials associated with Board meetings, please visit

<https://www.contracosta.ca.gov/8464/Glossary-of-Agenda-Acronyms>.

Contra  
Costa  
County



To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: March 7, 2023

Subject: S.B. Claim

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**RECOMMENDATION(S):**

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**FISCAL IMPACT:**

\*

**BACKGROUND:**

\*

**CONSEQUENCE OF NEGATIVE ACTION:**

\*

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Clerk of the Board

By: , Deputy

cc:

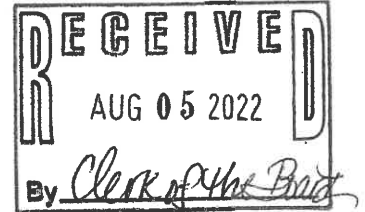
ATTACHMENTS

S.B. Claim

August 5, 2022

**Via E-Mail to Member Services: [Monika.Cooper@cc.cccounty.us](mailto:Monika.Cooper@cc.cccounty.us)**

Monika L. Cooper  
Assistant County Counsel  
Tort and Civil Rights Litigation Division  
Contra Costa County Counsel's Office



Re: *S.B. v. Contra Costa Regional Medical Center  
Notice of Claim / Presentation of Claim*

*Claim Information*

*Claimant:* S.B. ("Client")  
*Date of/Date Learned of PHI Breach:* February 20, 2022  
*Provider:* Contra Costa Regional Medical Center ("Hospital")

Dear Monika:

It was a pleasure speaking with you on Friday. Thank you for bearing with the noise in the background from Comic-Con. It is rather fun, admittedly, that the non-PHI side of my practice literally allows me to say I can go to Comic-Con for business. I hope you had a nice weekend.

Again, thank you for the call. I do believe it was very productive. Please allow this letter to summarize the substance of our call and also to constitute my client's formal notice of claim for submission to County Board of Directors. Please of course let me know if I have misstated anything from our call. I have done my best to relay the substance of our call as accurately as possible, but if indeed I have misstated something please let me know and accept my apologies up front. Per our conversation please accept this letter as my client's' formal notice of claim.

Preliminarily, we discussed that I generally try to avoid these notice of claims in these PHI privacy violation matters for the literal fact that we are dealing with privacy and by their very nature notices of government tort claims are public. We discussed my preferred route of looking toward a tolling agreement relative to the statute of limitations to avoid the need for a notice of claim at all, however unfortunately such in and of itself would require Board approval and thus due to timing it may not be the best option in this case. Secondly I mentioned that I have handled notices of claims in privacy matters where I only use the initials of the plaintiff/claimant to try to maintain confidentiality. We agreed that in this case this may be a preferred option rather than crossing our fingers on the tolling agreement possibility.

As a formality, I will just indicate for the Board that the County's counsel/Legal Department is fully familiar with the name of the claimant/plaintiff as well as the facts and allegations regarding this claim. My client's, the claimant's, initials are S.B. I have also attached a copy of the initial notice of PHI privacy breach sent to the County's hospital, albeit redacted for privacy reasons. (**Exhibit 1**) I am also attaching a copy of the County/hospital's breach notice letter to S.B. Under relevant PHI privacy law, when a provider, such as the County hospital, confirms that a PHI privacy breach has occurred it is required to send the patient a breach notice letter confirming the occurrence of the PHI privacy breach, and describing the facts and circumstances surrounding or resulting in the breach, as well as the actions or steps taken by the provider once the breach was discovered, among other items. (**Exhibit 2**)

From our call I understand that the Hospital has identified the individual involved, responsible for the breach, and that such person was an employee of the Hospital at the time of the breach—well technically an employee by way of contract services and thus the Hospital intends to bring in the contract employment company

for purposes of indemnification or similar type joint liability / damages coverage legal theories. We of course would be happy to work with the Hospital / County, along with any third party contractor that the Hospital may believe is relevant, to try to reach resolution of this matter. Fundamentally the PHI privacy breach and liability flowing therefrom falls on the Hospital, however we do understand that the Hospital may also have indemnification type arguments against a third party and again we would be happy to try to coordinate discussions that involve all of the appropriate parties to be able to resolve this matter. However please understand that our position remains that the Hospital is the primarily liable party under the PHI privacy laws and would ultimately remain responsible for the damages suffered by our Client, regardless of whether the contract employment company agrees to cooperate in this matter.

With that said, I have set forth some further information in support of our Client's claim against the Hospital/County. To the extent you need further information please of course contact me at any time. I ma happy to have further calls or communications to ensure that the parties are on the same page.

A. The Claimant's initials are S.B. As mentioned above, County counsel are fully familiar with the facts of this claim and the name of the claimant.

B. Please direct all notices and correspondences related to this matter/Claim to this office at:

Torin A. Dorros  
Dorros Law  
8730 Wilshire Boulevard, Suite 350  
Beverly Hills, California 90211  
Phone: (310) 997-2050  
Fax: (310) 496-1320  
E-mail: [tdorros@dorroslaw.com](mailto:tdorros@dorroslaw.com)

You have authorization to communicate with this office through electronic mail and facsimile as well as mail and express/overnight mail. Often communications via electronic mail is most effective and time efficient.

C. The following is a high level description of the facts and circumstances giving rise to our Client's Claim and claims but should give the Hospital sufficient understanding and information relating to Claimant's Claim. Please understand that some of the facts or evidence remains within the control of the Hospital and thus fundamentally would be clarified through discovery. Our Client was a patient of the Hospital. As a result, the Hospital had and maintained, and was responsible for the privacy, security, and confidentiality of our Client's protected health information ("PHI"), including her medical records. However, in violation of the relevant PHI privacy laws, the Hospital failed to protect our Client's privacy and failed to have proper security measures in place to ensure the privacy, security, and confidentiality of our Client's PHI. As a result, our Client's PHI was unlawfully disclosed, used, and released by the Hospital causing very significant damages and emotional distress for our Client.

On or about February 20, 2022, Our Client discovered the privacy breach when she learned that a Facebook page had been created purporting to belong to our Client to which copies of her PHI/medical records had been posted. In fact, and of course, this Facebook page was not created by our Client, but rather another individual whom we believe was an employee or contractor of the Hospital. In fact there are two scenarios and investigation and discovery through litigation will further clarify these facts. It is our Client's belief that a Deandra Bryant is responsible for the actual creation of the Facebook page and posting of the medical records to that page. We believe, but have yet to confirm, that Ms. Bryant is also the Hospital employee/contractor and also responsible for both accessing and disclosing the PHI without authorization. There is, however a second scenario, which factually is slightly different, but from Hospital liability and damages perspective is not really legally significant. The alternative scenario is that while Deandra Bryant was the individual that posted the PHI to Facebook that a separate Hospital employee/contractor unlawfully accessed our Client's PHI and then subsequently unlawfully disclosed it to Ms. Bryant. In truth, regardless of whether the first or second scenario above is the more accurate recitation of the factual history giving rise to the PHI breach, the resulting damages for which the Hospital would be liable remain the same, because but for the PHI breach, our Client's PHI would

not have been unlawfully posted to Facebook, which has resulted in very substantial damages and emotional distress.

Significantly it is worth highlighting that the type of information, type of PHI, that was unlawfully disclosed and ultimately posted to social media for the world to view was very hypersensitive PHI. While all PHI is in an of itself "protected" and required to be kept confidential and subject to the various PHI privacy laws, certain types of PHI, at the most basic of levels, often carry with it increased potential for significant damages if the PHI is improperly used or disclosed. In our Client's case the Hospital disclosed / released PHI related to alleged evidence of STDs and other highly personal and embarrassing information or details. This information was apparently intentionally, disclosed and released for the purpose of harming and causing substantial embarrassment and other damages to our Client. If not intentional, certainly the unauthorized disclosure, use, and/or release of our Client's PHI was negligent and resulted in substantial damages.

D. The Hospital's wrongful conduct has resulted in substantial damages and harm to Claimant for which the Hospital is liable. Claimant has suffered monetary damages, as well as substantial emotional distress, irreparable and ongoing harm, and other damages related to and resulting from the Hospital's conduct.

a. Damages and Injury Related to PHI Privacy Breach

First and foremost PHI privacy violations carry with them the availability for statutory damages, statutory punitive damages, statutory attorneys' fees, statutory litigation costs, and statutory civil penalties, as well as recovery of actual damages and any other relief available under the law. The statutes make it clear that recovery is cumulative and per individual violation. For example, Cal. Civ. Code § 56.35 (the first remedy section of the California Confidentiality of Medical Information Act ("CMIA")) allows for \$1,000 in statutory damages, \$3,000 in punitive damages, and \$1,000 in attorney's fees per violation. Cal. Civ. Code § 56.36 provides for \$1,000 in statutory nominal damages and up to \$25,000 in civil penalties per violation. Monetary damages are available under both Cal. Civ. Code §§ 56.35 and 56.36. Injunctive relief, attorney's fees, and litigation costs may also be awarded under CMIA. Further, California's Information Practices Act, Cal. Civ. Code §§ 1798 et seq. ("CIPA") provides for a statutory minimum damages of \$2,500 per violation for unlawful PHI disclosure such as has occurred in this action. Cal. Civ. Code § 1798.53. Monetary damages are available under both Cal. Civ. Code §§ 1798.48 and 1798.53. CIPA also provides for the award of injunctive relief, reasonable attorneys fees, and litigation costs. Moreover, Claimant believes the Hospital had or should have had prior knowledge of the privacy breaches and failed to notify Claimant of the breaches which would provide for liability under California's privacy breach notice statute, Cal. Civ. Code § 1798.82, a subsection of the California Customer Records Act., Cal. Civ. Code §§ 1798.80 et seq. Monetary damages are also available for violations of the this Act. Thus, for the moment not considering civil penalties, the Hospital faces potential statutory liability of at least \$5,000 per violation under Civ. Code 56.35 and 56.36 as Claimant's healthcare provider; plus \$2,500 per violation as a PHI privacy violating agency under Cal. Civ. Code § 1798.53—that would be a total of \$7,500 per violation. We are aware of at least one privacy breach, however in litigation we intend to have our expert conduct a forensic investigation of the Hospital's EMR system relative to overall HIPAA/HITECH/CMIA compliance, but also as to determine the true number of violations, including unauthorized accesses etc. into our Client's PHI, so as to properly be able to determine the number of discrete violations, each of which carry with them separate statutory damages etc. After handling a substantial number of these PHI privacy breach matters, we are confident that this investigation will reveal that there exist far more than a single breach relative to our Client's PHI. That being said, again, we do know, and the Hospital has confirmed that there exists at least one PHI breach relative to our Client's PHI.

As noted, the above are merely the statutorily available/set forth damages relative to California's relevant statutory PHI privacy statutes. You should understand that the above does not specifically account for monetary damages related to other claims associated with PHI privacy breaches, such as common law and California Constitutional invasion of privacy, negligence/negligence per se, negligent hiring, supervision, and/or retention, breach of contract (of the Hospital's patient privacy policies or the HIPAA privacy agreement likely entered into between the Hospital and Claimant as a Hospital patient), intentional and/or negligent infliction of emotional distress, and (UCL) Cal. Bus. & Prof. Code §§ 17200 type claims. Further, depending upon the facts, the Americans with Disabilities Act also provides for protections against, and liability for, unauthorized disclosure of PHI—for purposes of this Notice of Claim, Claimant may also bring an action pursuant to the ADA, however



further investigation whether the applicability of the Act to Claimant's specific facts. Further, given we believe the Hospital knew, or should have known, of the privacy breaches and failed to provide the requisite statutory notices to Claimant, the Hospital would also be liable for damages under California's Customer Records Act, Cal. Civ. Code §§ 1798.80 et seq., and more specifically related to the privacy breach notice statute, Cal. Civ. Code § 1798.82. As noted above, based upon CIPA, CMIA, and other legal theories or avenues such as Claimant's seeking injunctive relief for the good of the public, i.e. for a public benefit, Claimant will be entitled to her attorneys fees, litigation costs, and other relief in this case.

As noted, the privacy violations have resulted in monetary damages, as well as non-economic damages such as without limitation, severe emotional distress, for which the Hospital is liable. Given the nature of the conduct, punitive damages would also be available. Further, attorneys fees and costs of litigation are specifically provided for under the relevant statutes.

b. Damages and Injury Related to Employment such as Hostile Workplace Environment.

While not intended to be an exhaustive list of the resulting harm from the Hospital and its employees'/contractors' conduct, Claimant has and continues to suffer ongoing damages, emotional distress, and irreparable harm. Notably, it took more than a month for Facebook even to claim that it has removed the post and PHI from Facebook and the Internet, but the reality is that once material has been posted to the Internet it is always on the Internet in one form or fashion. Unfortunately it is virtually impossible to entirely remove information from the Internet, which makes privacy violations where information is posted online all that much more damaging and harmful on many levels. With that said, understandably the unlawful disclosure of PHI and subsequent resulting posting of PHI to social media for the world to view and access has caused substantial emotional distress and trauma for the Claimant, so much so that Claimant has had to seek professional help as a direct result of and to help deal with the aftermath of the privacy violation. Moreover given the intensely embarrassing type of information that was disclosed, and the fact that co-workers specifically became aware of the information, Claimant ultimately was placed in a position where her workplace was so uncomfortable that she had to leave. Had Claimant's PHI not been disclosed by the Hospital, her co-workers would not have become aware of such information and Claimant would still have the income from such job. Indeed, Claimant now faces similar embarrassment on a very routine basis because of the PHI that was disclosed. As mentioned, the PHI was of the type that is hyper sensitive and extremely likely to cause substantial harm and embarrassment if it were to be disclosed / released to unauthorized persons. That is what occurred and the damage and ripple effects have been devastating for Claimant on both a personal and business level.

Again, this should not be considered an all-inclusive or exhaustive list or summary of the various claims that Claimant may file against the Hospital nor the damages or harm suffered by Claimant. However we believe it provides the Hospital sufficient notice that should formal litigation need to proceed that Claimant intends to pursue various claims related to and arising from the Hospital's conduct which has detrimentally impacted her. Claimant would be entitled to substantial damages related to such claims in addition to attorneys fees, litigation costs, and any other relief available under law relative to the conduct and breach. While of course investigation is ongoing, and as mentioned above there is a likelihood that there are more breaches that will be revealed through discovery, we are confident that Claimant's case is valued at well over \$250,000 not including potential penalties, punitive damages, attorneys fees, or litigation costs.

E. As part of the Notice of Claims process we are also providing you and the Hospital with the below information regarding percipient witnesses and/or Hospital employees/contractors who are or were involved in the facts and conduct giving rise to this Claim. While investigation is ongoing and to be candid much of the information remains in the control of the Hospital, we believe at least the following individuals may have relevant information to this claim: (1) Deandra Bryant; (2) Alex Nielsen, Esq.; (3) Hospital privacy officer or HIMS officer or Compliance officer or similar position related to privacy and EMR and PHI compliance; (4) S.B.. This is of course not an exhaustive list and is subject to further investigation and discovery.

F. Should litigation be necessary any action would be for an amount in controversy far in excess of the \$25,000 minimum for California State Unlimited Jurisdiction cases. Indeed, exclusive of potential penalties, punitive damages, attorneys fees, or litigation costs, we are confident that this case is valued at well over \$250,000.

We look forward to the Hospital's response and, similar to what we have tried to communicate in our prior correspondences, ~~are amenable to and welcome opening up substantial discussions to explore resolution between the parties.~~

Very Truly Yours,

**DORROS LAW**

*Torin A. Dorros*

Torin A. Dorros

## LITIGATION HOLD NOTICE AND INSTRUCTIONS

~~You and/or your company/business ("You"), have been identified as a relevant party/person/entity~~ related to significant concerns that have arisen regarding the facts, circumstances, and matters related to issues identified in the above correspondence, including without limitation those related to Your and/or Your employee's or contractor's violations of our Client's privacy, PHI, and other legal rights, and other conduct referenced in the correspondence and/or prior correspondences between the parties and/or counsel ("Matters"). As such, we request that You read and carefully adhere to the instructions provided herein this Litigation Hold Letter.

The purpose of this correspondence is to ensure that no evidence, or potential evidence, relating to the Matters is lost, altered, deleted, or destroyed. The law requires that, once litigation is foreseeable all potential parties (and requested third parties) must maintain all and not destroy any potentially relevant documents, information and data even if that means holding documents, information and data well beyond minimum periods set out by law or Your or company record-retention policies. Destruction, deletion, loss, or alteration of evidence can cause a party to lose possible defenses, not to mention subject the party (and/or third party) to civil and criminal penalties.

In connection with the Matters, You, the parties, and third parties duly notified hereby, have a legal obligation to preserve all relevant documents, information and data. As indicated, the law requires preservation of all documents, information and data relating to or concerning the matters referenced herein, including, without limitation, any subject matter related to the Matters and Your and third parties' acts and conduct related to the Matters. To the extent You may have a question as to whether Documents, information, and/or data falls under the scope of this Litigation Hold Letter you should take a broad approach and assume that such Documents, information, and/or data are covered by this Litigation Hold Letter and therefore should ensure that such information, documents, and/or data is preserved, as outlined herein.

"Documents, information, and data" as used herein means not only hard copy documents, but also audio recordings, videotapes, e-mails, instant messages, social media posts, social media messages, word processing documents, spreadsheets, databases, calendars, telephone logs, Internet usage files, and all other electronically stored information (including metadata) maintained, created, received, indexed, and/or otherwise recorded, logged, or stored by You, the parties, and/or third parties on computer systems. Sources of the documents and data include, without limitation, all hard copy files, computer hard drives, computer servers, removable media (e.g., CDs, DVDs and flash drives), laptop computers, PDAs, Blackberry devices, cell phones, smartphones, and any other locations where hard copy and electronic data is or may be stored. Keep in mind that any of the above-mentioned sources of relevant information may include personal computers You or Your employees use or have access to at home, or other locations. It also includes inaccessible storage media, such as back-up tapes which may contain relevant electronic information that does not exist in any other form. The above should not be deemed an all-inclusive list of sources of documents, information, and data—Your obligation is to preserve all documents, information, and data.

In order to comply with Your legal obligations, You, the parties (and notified third parties) must immediately preserve not only all existing paper copies of documents, including drafts and revisions, but also all electronically stored information, including drafts and revisions, in its existing electronic format (along with all metadata) that relate or pertain to, without limitation, the matters and issues described or referenced above. In order to comply with this Litigation Hold, You should immediately suspend deletion, overwriting, or any other possible destruction of documents, information, and data related to the Matters, as well as suspend Your current document destruction policy and/or automatic deletion function on Your computers, servers, or other electronic devices.

# EXHIBIT 1

**DORROS  
LAW**

March 01, 2022

**Via E-Mail to Member Services: [member.services@cchealth.org](mailto:member.services@cchealth.org)**

Privacy Officer  
CONTRA COSTA REGIONAL MEDICAL CENTER  
2500 Alhambra Avenue  
Martinez, CA 94553

Re: S [REDACTED] Br [REDACTED] v. Contra Costa Regional Medical Center  
Notice of HIPAA/CMIA/PHI Privacy Violations

Dear Privacy Officer:

Dorros Law is retained counsel for S [REDACTED] Br [REDACTED] (our "Client") regarding certain serious violations of our Client's privacy rights, including violations of the Health Information Portability and Accountability Act ("HIPAA"), California Confidentiality of Medical Information Act ("CMIA"), and/or other relevant privacy laws and regulations ("PHI Privacy Laws") committed by Contra Costa Regional Medical Center ("You"). We have been engaged to see if we can resolve this serious matter prior to the need for litigation, however, if resolution cannot be achieved expeditiously, litigation or other options will be pursued.

Our Client was Your patient and thus You became privy to, and/or in possession of, our Client's protected private and confidential medical and other personal identifying information ("PHI"). As we are certain You are aware there are serious consequences for a healthcare provider/covered entity's, and/or its employees', violation of its/their privacy obligations relative to a patient's PHI. That is precisely what has occurred.

In violation of our Clients' privacy rights and related PHI Privacy Laws You and/or Your employees or contractors disclosed, used, or released our Client's PHI without authorization, and/or allowed our Client's PHI to be disclosed, used, released, or accessed without authorization, and otherwise failed to properly protect and secure our Client's PHI. In short, You and/or Your employee permitted an unauthorized third party to gain access, obtain, use, and exploit our Client's PHI without our Client's authorization and subsequently our Client's PHI was used in a fashion to try to harm and cause emotional distress, embarrassment, and other harm to our Client. Indeed, our Client's PHI, including an image of her PHI and medical record were specifically uploaded to Facebook in a further attempt to cause damage to our Client.

Please understand that, as a result of Your serious violations of our Client's privacy rights and related PHI Privacy Laws, our Client has suffered significantly including substantial emotional distress not to mention other damages. Moreover, simply as a result of the violations, under CMIA, let alone other bases for liability, including without limitation, common law and California Constitutional invasion of privacy, infliction of emotional distress, negligence and negligence per se, negligent hiring, retention, and supervision, breach of express and/or implied contract, and California Business and Professions Code §§ 17200 et seq., You are liable for actual damages, statutory damages, punitive damages, and attorney's fees.

While there remains the possibility to resolve this matter without the need for litigation, time is of the essence. We will need a response to this letter and realistic progress toward resolution on an expedited basis to avoid the need for court intervention. Therefore, we would request that you contact us within ten days of the date of this letter to discuss this serious matter.

Very Truly Yours,

**DORROS LAW**

*Torin A. Dorros*

Torin A. Dorros

**DORROS LAW**  
8730 Wilshire Boulevard, Suite 350  
Beverly Hills, California 90211  
Phone: (310) 997-2050 Fax: (310) 496-1320  
[www.dorroslaw.com](http://www.dorroslaw.com)

## LITIGATION HOLD NOTICE AND INSTRUCTIONS

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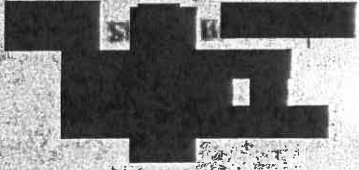
DEPARTMENT OF HEALTH SERVICES  
CONTRA COSTA COUNTY  
HEALTH SERVICES AND CARE  
CONTRA COSTA COUNTY

APPEALS, GRIEVANCES  
& DISPUTES

1000 Lakeside Avenue, Suite 100  
Martinez, California 94553  
Phone Number: 925-373-6000  
Member Call Center: 877-667-6242  
Provider Call Center: 877-667-7673  
Fax: 925-312-6007  
www.contracostahhs.org

CONTRA COSTA  
HEALTH PLAN  
A Division of Contra Costa Health Services  
A Culture of Caring for 45 Years

May 30, 2022



NOTICE OF DATA BREACH

What Happened?

On February 21, 2022, you contacted Contra Costa Health Plan and informed us that your protected health information has been posted to social media.

What Information was Involved?

While we believe the risk to the information is limited, we wanted to notify you the information on the letter explaining you. Lab test results included your name, medical record number, address, date of service, and lab results. This did not include your Social Security Number.

What We Are Doing:

We have no indication to believe that your medical record information is being used for fraud or other criminal activity. All known images and posts made to social media have been deleted as of March 15, 2022.

What You Can Do:

Please continue to monitor the social media accounts of your acquaintances who were involved with the initial post. If you believe you are the victim of identity theft, you should contact law enforcement immediately.

We also recommend that you consider taking advantage of the credit monitoring and identity theft services described above. Please review the attachment to this letter (Steps You Can Take to Further Protect Your Information), which provides further information on ways you can protect your information.

FOR MORE INFORMATION:

Protecting your privacy and personal information is important to us, and the County sincerely regrets any inconvenience that this incident may have caused you. CCHP respects your right to file a complaint. If you need any assistance or have further concerns, please contact the CCHP Member Services Department at (877) 661-6230 and press option 2 for help or TTY at 711. They



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Identity Theft - How to Report It  
Department of Health & Human Services  
Centers for Disease Control and Prevention

Alan Pincus, Esq.  
Partner & Director  
Centers for Disease Control and Prevention  
Centers for Disease Control and Prevention

### Steps You Can Take to Further Protect Your Information

#### Review Your Account Statements & Notify Law Enforcement of Suspicious Activity

As a precautionary measure, we recommend that you remain vigilant for incidents of fraud, loss, theft, and identity theft by reviewing your account statements and credit reports closely. If you detect any suspicious activity on an account, you should promptly notify the financial institution, or company with which the account is maintained. You also should promptly report any fraudulent activity to any suspected incidents of identity theft to proper law enforcement authorities, your state attorney general, and/or the Federal Trade Commission. To file a report with the FTC, you may call 1-877-ID-THEFT (637-435-4338), or write to the FTC, Bureau of Consumer Protection, 400 Pennsylvania Ave., NW, Washington, DC 20541. Reports filed with the FTC will be added to the FTC's Identity Theft Data Clearinghouse, which is a database made available to law enforcement agencies. You may wish to review the law provided by the Federal Trade Commission on how to avoid identity theft. A copy of "Taking Charge" What to Do if Your Identity is Stolen, a comprehensive guide from the FTC to help you guard against and deal with identity theft, can be found on the FTC's website at [www.ftc.gov](http://www.ftc.gov).

#### Copy of Credit Report

You may obtain a free copy of your credit report from one of the three (3) major credit reporting agencies once every twelve (12) months by visiting [www.annualcreditreport.com](http://www.annualcreditreport.com), calling 1-877-321-4328, or by completing an Annual Credit Report Request Form and sending it to Annual Credit Report Request Service, P.O. Box 30281, Atlanta, GA 30321. You can also purchase a copy of your credit report by contacting one of the three (3) national credit reporting agencies. Contact information for the three (3) national credit reporting agencies for the purpose of requesting a copy of your credit report or for general inquiries is provided below:

Equifax  
(888) 766-0008  
[www.equifax.com](http://www.equifax.com)

Experian  
(888) 397-3747  
[www.experian.com](http://www.experian.com)  
P.O. Box 9554

TransUnion  
(888) 420-7273  
[www.transunion.com](http://www.transunion.com)



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P.O. Box 740241  
Atlanta, GA 30374

Allen, TX 75013

P.O. Box 2100  
Chester, PA 19016

### Fraud Alert

We recommend placing a fraud alert on your credit report. An initial fraud alert is free and will stay on your credit file for at least ninety (90) days. The alert informs creditors of possible fraudulent activity within your report and requests that the creditor contact you prior to establishing any accounts in your name. To place a fraud alert on your credit report contact one of the three (3) credit reporting agencies identified above. Additional information is available at [www.annualcreditreport.com](http://www.annualcreditreport.com)

### Security Freeze

You can request a "Security Freeze" on your credit file by sending a request in writing, by mail, to each of the three nationwide credit reporting companies. When a Security Freeze is added to your credit report, all third parties, such as credit lenders or other companies, whose use is not exempt under law will not be able to access your credit report without your consent. The Security Freeze may delay, interfere with or prohibit the timely approval of any subsequent request or application you make that involves access to your credit report. This may include, but is not limited to, new loans, credit, mortgages, insurance, rental housing, employment, investments, licenses, cellular phone service, utility service, digital signature services, Internet credit card transactions and extension of credit in form of sale. There may be a fee for placing, temporarily lifting, or removing a Security Freeze with each of the nationwide consumer reporting companies, although that fee is waived if you send the credit reporting company proof of eligibility by mailing a copy of a valid identity theft report, or other valid report from a law enforcement agency to show you are a victim of identity theft and are eligible for free Security Freeze services.

To place a Security Freeze on your credit files at all three nationwide credit reporting companies, write to the addresses below and include the following information:

**Equifax Security Freeze**  
1 (800) 685-1111  
<https://www.freeze.equifax.com>  
P.O. Box 105784  
Atlanta, GA 30348

**Experian Security Freeze**  
1 (888) 397-3742  
<https://experian.com/freeze>  
P.O. Box 8554  
Allen, TX 75013

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Include applicable fee. Call or visit each of the credit reporting company websites.



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## NONDISCRIMINATION NOTICE

Discrimination is against the law. Contra Costa Health Plan (CCHP) follows State and Federal civil rights laws. CCHP does not unlawfully discriminate, exclude people, or treat them differently because of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

### CCHP provides:

- Free and accessible services to people with disabilities to help them communicate better, such as:
  - ✓ Qualified sign language interpreters
  - ✓ Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
  - ✓ qualified interpreters
  - ✓ information written in other languages

If you need these services, contact CCHP between 8 AM - 5 PM by calling 1-877-661-6230. If you cannot hear or speak well, please call TTY 711. Upon request, this document can be made available to you in Braille, large print, audio cassette, or electronic form. To obtain a copy in one of these alternative formats, please call or write to:

Contra Costa Health Plan  
595 Center Ave Ste 100, Martinez, CA 94553  
1-877-661-6230 (TTY 711)

### HOW TO FILE A GRIEVANCE

If you believe that CCHP has failed to provide these services or unlawfully discriminated in another way on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation, you can file a grievance with CCHP's Civil Rights Coordinator. You can file a grievance by phone, in writing, in person, or electronically:

- **By phone:** Contact CCHP between 8 AM - 5 PM by calling 1-877-661-6230. Or, if you cannot hear or speak well, please call TTY/TDD 711.
- **In writing:** Fill out a complaint form or write a letter and send it to: CCHP Civil Rights Coordinator, Member Grievance Unit, 595 Center Avenue, Suite 100, Martinez, CA 94553 or fax it to 1-925-311-6047.
- **In person:** Visit your doctor's office or CCHP and say you want to file a grievance.
- **Electronically:** Visit CCHP's website at [www.contracostahd.org](http://www.contracostahd.org).

### OFFICE OF CIVIL RIGHTS - CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

You can also file a civil rights complaint with the California Department of Health Care Services, Office for Civil Rights, by phone, in writing, or electronically:

- **By phone:** Call 916-440-7370. If you cannot speak or hear well, please call TTY/TDD 711 (Telecommunications Relay Service).
- **In writing:** Fill out a complaint form or send a letter to:  
Deputy Director, Office of Civil Rights  
Department of Health Care Services  
Office of Civil Rights  
P.O. Box 997413, MS 0009  
Sacramento, CA 95899-7413

Complaint forms are available at <http://www.dhcs.ca.gov/Pages/Programs/Assistance.aspx>

- **Electronically:** Send an email to [CivilRights@dhcs.ca.gov](mailto:CivilRights@dhcs.ca.gov)

### OFFICE OF CIVIL RIGHTS - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

If you believe you have been discriminated against on the basis of race, color, national origin, age, disability, or sex, you can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office For Civil Rights by phone, in writing, or electronically:

- **By phone:** Call 1-800-368-1019. If you cannot speak or hear well, please call TTY/TDD 1-800-537-7697.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 7, 2023

Subject: Cost Confirmation Hearing for Real Property Located at: 0 Stone Road, Bethel Island, CA 94511

---

**RECOMMENDATION(S):**

OPEN the hearing on the costs of abating a public nuisance on the real property located at 0 Stone Road, Bethel Island, California, in unincorporated Contra Costa County (APN 031-110-015);

RECEIVE and CONSIDER the attached itemized report on the abatement costs and any objections thereto from the property owner or other person with a legal interest in the property; and CLOSE the hearing.

DETERMINE the cost of all abatement work and all administrative costs to be \$3,488.90.

ORDER the itemized report confirmed and DIRECT that it be filed with the Clerk of the Board of Supervisors.

ORDER the costs to be specially assessed against the above-referenced property and AUTHORIZE the recordation of a Notice of Abatement Lien.

**FISCAL IMPACT:**

No net fiscal impact. The costs as determined above will be added to the tax roll as a special assessment on this property and will be collected at the same time and in the same manner as ordinary County taxes are collected.

**BACKGROUND:**

Contra Costa County Ordinance Code Article 41-6.4 and California Government Code Section 25845 authorize the recovery of abatement costs in public nuisance cases, the recordation of a Notice of Abatement Lien, and inclusion of abatement costs on the tax roll as a special assessment, upon approval of the Board of Supervisors.

The Notice and Order to Abate was posted on the above-referenced property for a vacant lot with overgrown weeds and debris and was served on the property owner and all person known to be in possession of the property by certified mail on March 30, 2022.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Jason Crapo, (925) 655-2800

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The property owner did not file an appeal of the Notice and Order to Abate. The County Abatement Officer abated the nuisance on June 6, 2022.

The property owner was billed for the actual costs of the abatement and all administrative costs. The bill was sent by first-class mail to the property owner on July 25, 2022. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board 1025 Escobar St, 1st Floor, Martinez, CA.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to recover costs for abatement on code violations for this property.

ATTACHMENTS

Itemized Abatement Costs

Before and After

O Stone Rd, Bethel Island, CA  
Before Photos











O Stone Rd, Bethel Island, CA

After Photos













Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 7, 2023

Subject: Cost Confirmation Hearing for Real Property Located at 4150 Appian Way, El Sobrante, CA 94803

---

**RECOMMENDATION(S):**

OPEN the hearing on the costs of abating a public nuisance on the real property located at 4150 Appian Way, El Sobrante, California, Contra Costa County (APN 425-170-030);

RECEIVE and CONSIDER the attached itemized report on the abatement costs and any obligations thereto from the property owner or other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the cost of all abatement work and all administrative costs to be \$4,154.00.

ORDER the itemized report confirmed and DIRECT that it be filed with the Clerk of the Board of Supervisors.

ORDER the costs to be specially assessed against the above-referenced property and AUTHORIZE the recordation of a Notice Of Abatement Lien.

**FISCAL IMPACT:**

No net fiscal impact. The costs as determined above will be added to the tax roll as a special assessment on this property and will be collected at the same time and in the same manner as ordinary County taxes are collected.

**BACKGROUND:**

Contra Costa County Ordinance Code Article 14-6.4 and California Government Code Section 25845 authorize the recovery of abatement costs in public nuisance cases, the recordation of a Notice of Abatement Lien, and inclusion of abatement costs on the tax roll as a special assessment, upon approval of the Board of Supervisors.

The Notice and Order to abate was posted on the above-referenced property for construction debris, garbage, and contaminated soil throughout the parcel and was served on the property owner and all persons known to be in possession of the property by certified mail on June 17,

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Jason Crapo, 925-655-2800

By: , Deputy

cc:

BACKGROUND: (CONT'D)

2021. The property owner did not file an appeal of the Notice and Order to Abate. The County Abatement Officer abated the nuisance on July 21, 2021.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by first-class mail to the property owner on January 6, 2023. The property owner did not pay the bill within 45 days of the date of mailing. Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 1025 Escobar St., 1<sup>st</sup> Floor, Martinez, CA 94553.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to recover costs for abatement on code violation for this property.

ATTACHMENTS

Before and After Photos

Itemized Costs

4150 Appian Way

El Sobrante, CA, 94803

Before Photos







4150



4150 Appian Way

El Sobrante, CA, 94803

After Photos







**PRIVATE**





**CONTRA COSTA COUNTY**

DATE: February 22, 2023  
TO: Clerk of the Board  
FROM: Department of Conservation & Development  
By: Andrew Gomer, Building Inspector I  
RE: Itemized Report of Abatement Costs

The following is an itemized report of the costs of abatement for the below described property pursuant to C.C.C. Ord. Code ' 14-6.428.

OWNER: New Joseph & Sofia

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: June 17, 2021

ABATEMENT COMPLETED DATE: July 22, 2021

SITE ADDRESS: 4150 Appian Way, El Sobrante, CA 94803  
APN#: 425-170-030

PROPERTY DESCRIPTION: Residential

AMOUNT OF ABATEMENT COSTS (CCC ORDINANCE CODE 14-6.428)

<b>ITEM</b>	<b>EXPLANATION</b>	<b>COST</b>
Notice to Comply (include first 2 inspections)		\$ 300.00
Site Visits (11 x \$150.00 @)		\$ 1,650.00
Recording Fee		\$ 17.00
PIRT (Title Search)		\$ 150.00
Certified Letter & Regular Mailings		\$ 37.00
Photos		\$ 10.00
Contractor hired for abatement		\$ 1,590.00
Final Site Inspection to Confirm Compliance		200.00
Compliance Report and Board Hearing		\$ 200.00
<b>Total</b>		<b>\$ 4,154.00</b>

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 30 Muir Rd., Martinez, CA 94553.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 7, 2023

**Subject:** Approve & Authorize to fully close a portion of Oak View Avenue, on March 18, 2023 from 6:00 a.m. through 11:00 a.m., Kensington area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/59 approving and authorizing the Public Works Director, or designee, to fully close a portion of Oak View Avenue between Colusa Avenue and Santa Fe Avenue, on March 18, 2023 from 6:00 a.m. through 11:00 a.m., for the purpose of the Colusa Circle 5K Run, Kensington area. (District I)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Zip Code East Bay requested the road closure to use as a safe area to create a staging area for the start and finish of their event. Applicant shall follow guidelines set forth by the Public Works Department.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Bob Hendry (925) 374-2136

By: , Deputy

ATTACHMENTS

Resolution No.  
2023/59

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

Adopted this Resolution on 03/07/2023 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2023/59**

IN THEMATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Oak View Avenue between Colusa Avenue and Santa Fe Avenue, on March 18, 2023 from 6:00 a.m. through 11:00 a.m., for the purpose of the Colusa Circle 5K Run, Kensington area. (District I)

RC23-3

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Zip Code East Bay to fully close Oak View Avenue between Colusa Avenue and Santa Fe Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on March 18, 2023 for the period of 6:00 a.m. through 11:00 a.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the event area and essential services will be allowed access as required.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Zip Code East Bay shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Kensington Police Department and the Kensington Fire Department.

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

**Contact: Bob Hendry (925) 374-2136**

**ATTESTED: March 7, 2023**

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

By: , Deputy

**cc:** Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Bob Hendry -Engineering Services, Chris Lau - Maintenance, CHP, Sheriff - Patrol Division Commander



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 7, 2023

**Subject:** Approve & Authorize to partially close a portion of Parker Avenue, on March 11, 2023 from 8:00 a.m. through 10:00 a.m., Rodeo area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/60 approving and authorizing the Public Works Director, or designee, to partially close the east bound lane only of Parker Avenue between 1st Street and 7th Street, on March 11, 2023 from 8:00 a.m. through 10:00 a.m., for the purpose of the Rodeo Baseball Association Opening Day Parade, Rodeo area. (District V)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Rodeo Baseball Association requested the road closure to use as a safe area to create a staging area for the start and finish of their event. Applicant shall follow guidelines set forth by the Public Works Department.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Bob Hendry (925) 374-2136

By: , Deputy

ATTACHMENTS

Resolution No.  
2023/60

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

Adopted this Resolution on 03/07/2023 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2023/60**

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to partially close the east bound lane only of Parker Avenue between 1st Street and 7th Street, on March 11, 2023 from 8:00 a.m. through 10:00 a.m., for the purpose of the Rodeo Baseball Association Opening Day Parade, Rodeo area. (District V)

RC23-4

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Rodeo Baseball Association to partially close the east bound lane only of Parker Avenue between 1st Street and 7th Street, except for emergency traffic, local residents, US Postal Service and garbage trucks, on March 11, 2023 for the period of 8:00 a.m. through 10:00 a.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the event area and essential services will be allowed access as required.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Rodeo Baseball Association shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Rodeo-Hercules Police Department and the Rodeo-Hercules Fire Department.

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

**Contact: Bob Hendry (925) 374-2136**

**ATTESTED: March 7, 2023**

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

By: , Deputy

**cc:** Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Bob Hendry -Engineering Services, Austin Pato - Engineering Services, CHP, Sheriff - Patrol Division Commander





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 7, 2023

**Subject:** Approve the Parcel Map and Subdivision Agreement for minor subdivision MS22-00006, Alamo area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/58 approving the Parcel Map and Subdivision Agreement for minor subdivision MS22-00006, for a project being developed by David Brothers Construction, Inc., as recommended by the Public Works Director, Alamo area. (District II)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Public Works Department has reviewed the conditions of approval for minor subdivision MS22-00006 and has determined that all conditions of approval for Parcel Map approval have been satisfied.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Parcel Map and the Subdivision Agreement will not be approved and recorded.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Kellen O'Connor (925) 313-2278

By: , Deputy

ATTACHMENTS

Resolution No.

2023/58

Parcel Map

Subdivision

Agreement

Tax Letter

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

Adopted this Resolution on 03/07/2023 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2023/58**

IN THE MATTER OF approving the Parcel Map and Subdivision Agreement for minor subdivision MS22-00006, for a project being developed by David Brothers Construction, Inc., as recommended by the Public Works Director, Alamo area. (District II)

WHERE AS, the following documents were presented for board approval this date:

I. Map

The Parcel Map of minor subdivision MS22-00006, property located in the Alamo area, Supervisorial District II, said map having been certified by the proper officials.

II. Subdivision Agreement

A subdivision agreement with David Brothers Construction, Inc., principal, whereby said principal agrees to complete all improvements as required in said subdivision agreement within 2 year(s) from the date of said agreement. Accompanying said subdivision agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond

Performance amount: \$16,000.00

Labor & Materials Amount: \$8,000.00

Auditor's Deposit Permit No. 864307 Date: February 10, 2023

Submitted by: David Brothers Construction, Inc.

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2022-2023 tax lien has been paid in full and the 2023-2024 tax lien, which became a lien on the first day of January 2023, is estimated to be \$27,170.00, with security guaranteeing payment of said tax lien as follows:

· Tax Surety

Auditor's Deposit Permit Number: DP864172 Date: February 7, 2023

Amount: \$27,170.00

Submitted by/Principal: David Brothers Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED:

1. That said subdivision, together with the provisions for its design and improvement, is DETERMINED to be consistent with the County's general and specific plans.
2. That said Parcel Map is APPROVED and this Board does hereby *accept subject to installation and acceptance of improvements* on behalf of the public any of the streets, paths, or easements shown thereon as dedicated to public use.
3. That said Subdivision Agreement is also APPROVED.

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

**Contact: Kellen O'Connor (925) 313-2278**

**ATTESTED: March 7, 2023**

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

By: , Deputy

**cc:** Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Devon Patel- Engineering Services, Renee Hutchins - Records, Karen Piona- Records, Randolph Sanders- Design & Construction, Chris Hallford -Mapping , Michael Mann- Finance, Chris Lau - Maintenance, Stanley Muroaka- DCD, David Brothers Construction, Inc., Nor Cal Builders Services, T-01/07/2024



**OWNER'S STATEMENT**

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS PARCEL MAP, DOES HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME.

THE AREA SHOWN AS "PRIVATE ACCESS EASEMENT" (P/AE) IS NOT OFFERED FOR DEDICATION TO THE GENERAL PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF PARCELS 'A' & 'B' OF THIS SUBDIVISION, FOR, BUT NOT LIMITED TO, INGRESS, EGRESS, UTILITIES, WATER, SANITARY SEWER, STORM DRAINAGE AND EMERGENCY VEHICLE ACCESS.

THE AREA SHOWN AS "PRIVATE UTILITY EASEMENT" (P/UE) IS NOT OFFERED FOR DEDICATION TO THE GENERAL PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF PARCEL 'A' OF THIS SUBDIVISION, FOR, BUT NOT LIMITED TO THE CONSTRUCTION AND MAINTENANCE OF UTILITIES, WATER, SANITARY SEWER & STORM DRAINAGE.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OR OF RECORD.

MICHAEL DAVID, TRUSTEE AND SUSAN CARABALLO DAVID, TRUSTEE OF DAVID/CARABALLO REVOCABLE TRUST DATED OCTOBER 31, 2006

BY: Michael David  
MICHAEL DAVID

BY: Susan Caraballo David  
SUSAN CARABALLO DAVID

**OWNER'S ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA ) SS

ON December 28, 2022, BEFORE ME, Z. Darrow, A NOTARY PUBLIC, PERSONALLY APPEARED Michael David and Susan Caraballo David 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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

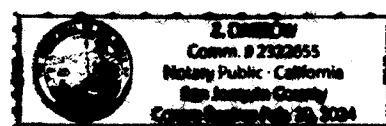
SIGNATURE NOTARY: Z. Darrow

NAME (PRINTED OR TYPED): Z. Darrow

MY COMMISSION EXPIRES: 2/29/2024

COUNTY OF NOTARY: San Joaquin

PRINCIPAL PLACE OF BUSINESS: The UPS store



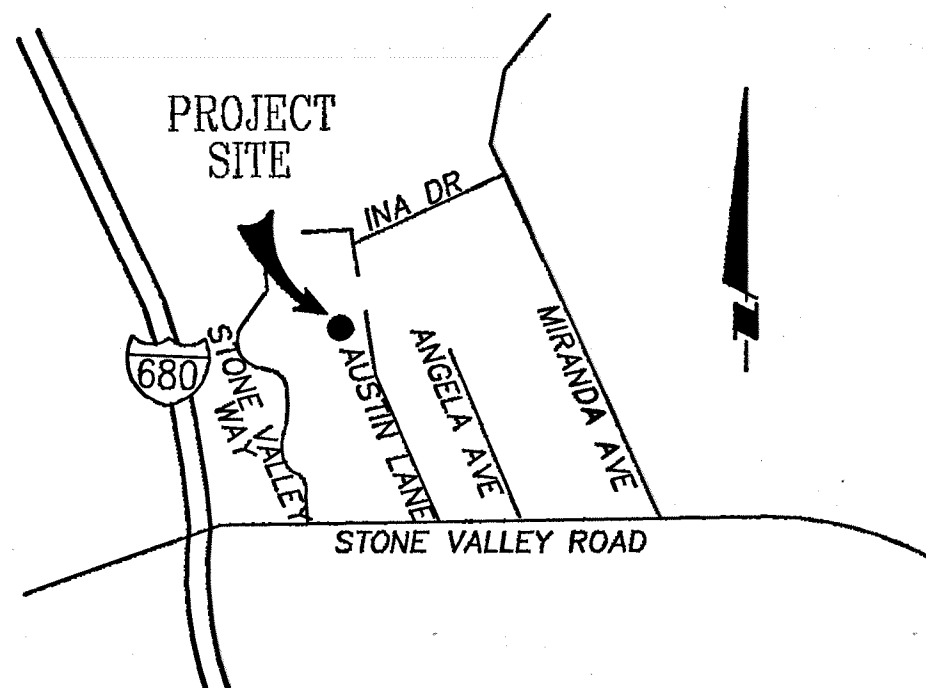
**PARCEL MAP  
SUBDIVISION MS 22-0006  
URBAN LOT SPLIT**

BEING A SUBDIVISION OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT 2020-0265884, AND BEING A PORTION OF THE RANCHO SAN RAMON

CONTRA COSTA COUNTY, CALIFORNIA



AUGUST, 2022



**VICINITY MAP**  
NOT TO SCALE

**COUNTY SURVEYOR'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

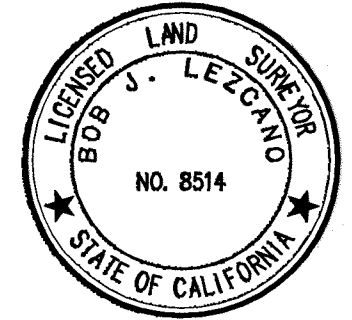
DATE: \_\_\_\_\_ BY: DANA M. TREZISE, LS 7438  
INTERIM COUNTY SURVEYOR

**SURVEYOR'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A SURVEY, MADE BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MICHAEL DAVID IN MAY 2022. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONAL APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Bob J. Lezcano  
BOB J. LEZCANO, LS 8514

12-8-22  
DATED



**CLERK OF THE BOARD OF SUPERVISORS' CERTIFICATE**

STATE OF CALIFORNIA,  
CONTRA COSTA COUNTY

I, MONICA NINO CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED "PARCEL MAP SUBDIVISION MS 22-0006" WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING APPROVE SAID MAP, AND DID NOT ACCEPT ANY DEDICATIONS SHOWN THEREON.

I FURTHER CERTIFY THAT ALL TAX LIENS HAVE BEEN SATISFIED AND THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, AND FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_

MONICA NINO  
CLERK OF THE BOARD OF SUPERVISORS AND  
COUNTY ADMINISTRATOR  
CONTRA COSTA COUNTY  
STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY CLERK

**COUNTY RECORDER'S STATEMENT**

THIS MAP ENTITLED "SUBDIVISION MS 22-0006" IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE PER LETTER OF TITLE WRITTEN BY FIDELITY NATIONAL TITLE COMPANY, DATED \_\_\_\_\_, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PARCEL MAPS, AT PAGE \_\_\_\_\_, AT THE REQUEST OF CHICAGO TITLE COMPANY.

DEBORAH COOPER  
COUNTY RECORDER  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER


# PARCEL MAP

## SUBDIVISION MS 22-0006

### URBAN LOT SPLIT

BEING A SUBDIVISION OF THAT PARCEL OF LAND  
DESCRIBED IN THE DOCUMENT 2020-0265884, AND  
BEING A PORTION OF THE RANCHO SAN RAMON

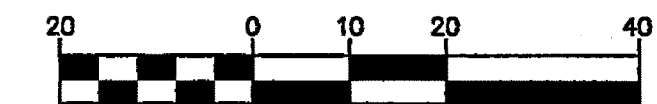
CONTRA COSTA COUNTY, CALIFORNIA


 817 Arnold Drive, Ste. 50  
 Martinez, CA 94553  
 Ph: (925) 476-8499  
 www.apexce.net



AUGUST, 2022

SCALE: 1"=20'



( IN FEET )  
1 INCH = 20 FT.

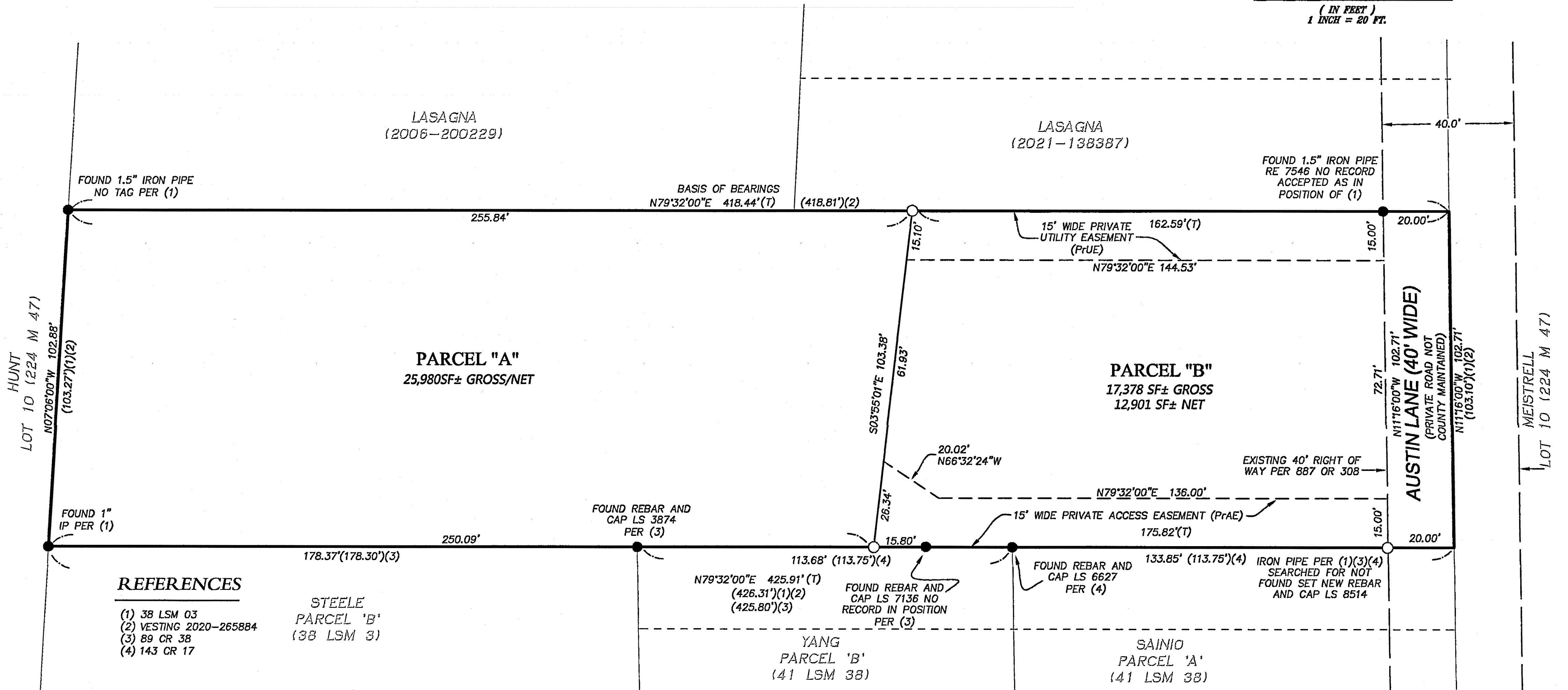
#### LEGEND

- SUBDIVISION BOUNDARY LINE
- EXISTING RIGHT OF WAY LINE
- ADJACENT LOT LINE
- CENTERLINE
- EASEMENT LINE

- SET 1/2" REBAR AND CAP LS 8514
- FND IRON PIPE OR REBAR AS NOTED
- ( ) RECORD DATA
- (T) TOTAL
- SNF SEARCH FOR NOTHING FOUND
- PrUE PRIVATE UTILITY EASEMENT
- PrAE PRIVATE ACCESS EASEMENT

#### BASIS OF BEARINGS

BASIS OF BEARINGS WAS TAKEN AS NORTH 79°32'00" WEST  
ALONG THE NORTH LINE LINE OF THE RECORD OF SURVEY  
38 LSM 03 BETWEEN FOUND SURVEY MARKERS



#### REFERENCES

- (1) 38 LSM 03
- (2) VESTING 2020-265884
- (3) 89 CR 38
- (4) 143 CR 17

STEELE  
PARCEL 'B'  
(38 LSM 3)

N79°32'00"E 425.91' (T)  
(426.31')(1)(2)  
(425.80')(3)

FOUND REBAR AND  
CAP LS 7136 NO  
RECORD IN POSITION  
PER (3)

YANG  
PARCEL 'B'  
(41 LSM 38)

SAINIO  
PARCEL 'A'  
(41 LSM 38)

**SUBDIVISION AGREEMENT**  
(Gov. Code, §§ 66462 and 66463)

Subdivision: MS22-0006  
Subdivider: David Brothers Construction Inc.

Effective Date: \_\_\_\_\_  
Completion Period: 2 Years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Brian M. Balbas, Public Works Director

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

SUBDIVIDER



Print Name Michael K David

Print Title President

RECOMMENDED FOR APPROVAL:

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

Engineering Services Division



Print Name: Susan Caraballo David

Print Title: Secretary

FORM APPROVED: Silvano B. Marchesi, County Counsel

[Note: If Subdivider is a corporation, two officers must sign. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313; Civ. Code, § 1190.) If Subdivider is a limited liability company, Subdivider shall sign in the manner required of corporations, or by two managers, or by one manager, pursuant to the articles of organization (see Corp. Code, §§17151, 17154, 17157.) If Subdivider is a partnership, any authorized partner may sign. Signatures by Subdivider must be notarized.]

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California (hereinafter "County"), and the above-mentioned Subdivider mutually promise and agree as follows concerning this Subdivision:

2. IMPROVEMENTS. Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping and such other improvements (including appurtenant equipment) as required in the improvement plans for this Subdivision as reviewed and on file with the Contra Costa County Public Works Department, as required by the Conditions of Approval for this Subdivision, and in conformance with the Contra Costa County Ordinance Code, including future amendments thereto (hereinafter "Ordinance Code").

Subdivider shall complete said improvements (hereinafter "Work") within the above completion period from date hereof, as required by the California Subdivision Map Act (Gov. Code, §§ 66410 et. seq.) in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Ordinance Code and rulings made thereunder; and where there is a conflict among the improvement plans, the Conditions of Approval and the Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENTS SECURITY. Upon executing this Agreement, the Subdivider shall, pursuant to Gov. Code § 66499 and the County Ordinance Code, provide as security to the County:

A. For Performance and Guarantee: \$ 1,000.00 cash, plus additional security, in the amount of \$ 15,000.00, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

- Cash, certified check or cashier's check.
- Acceptable corporate surety bond.
- Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees performance under this Agreement and maintenance of the Work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. For Payment: Security in the amount: \$ 8,000.00, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

- Cash, certified check, or cashier's check
- Acceptable corporate surety bond.
- Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees payment to the contractor, to its subcontractors and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

Upon acceptance of the Work as complete by the Board of Supervisors and upon request of Subdivider, the amounts held as security may be reduced in accordance with Sections 94-4.406 and 94-4.408 of the Ordinance Code.



4. **GUARANTEE AND WARRANTY OF WORK.** Subdivider guarantees that the Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete in accordance with Article 96-4.6, "Acceptance," of the Ordinance Code. Subdivider agrees to correct, repair, or replace, at Subdivider's expense, any defects in said Work.

The guarantee period does not apply to road improvements for private roads that are not to be accepted into the County road system.

5. **PLANT ESTABLISHMENT WORK.** Subdivider agrees to perform plant establishment work for landscaping installed under this Agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete.

6. **IMPROVEMENT PLAN WARRANTY.** Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the Board of Supervisors accepts the Work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.

7. **NO WAIVER BY COUNTY.** Inspection of the Work and/or materials, or approval of the Work and/or materials or statement by any officer, agent or employee of the County indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of its obligation to fulfill this Agreement as prescribed; nor shall the County be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. **INDEMNITY.** Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The **indemnitees** benefitted and protected by this promise are the County and its special districts, elective and appointive boards, commissions, officers, agents and employees.

B. The **liabilities** protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before County reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The **actions causing liability** are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them.

D. **Non-Conditions.** The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. **COSTS.** Subdivider shall pay, when due, all the costs of the Work, including but not limited to the costs of relocations of existing utilities required thereby; inspections; material checks and tests; and other costs incurred by County staff arising from or related to the Work, and prior to acceptance of the Work as complete or expiration of any applicable warranty periods, whichever is later.

10. **SURVEYS.** Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Road Commissioner-Surveyor before acceptance of the Work as complete by the Board of Supervisors.

11. **NON-PERFORMANCE AND COSTS.** If Subdivider fails to complete the Work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the Work, County may proceed to complete and/or maintain the Work by contract or otherwise and Subdivider agrees to pay all costs and charges incurred by County (including, but not limited to, engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Once action is taken by County to complete or maintain the Work, Subdivider agrees to pay all costs incurred by County, even if Subdivider subsequently completes the Work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, staff costs and all other expenses of litigation incurred by County in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

12. **INCORPORATION/ANNEXATION.** If, before the Board of Supervisors accepts the Work as complete, the Subdivision is included in territory incorporated as a city or is annexed to an existing city, except as provided in this paragraph, County's rights under this Agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Subdivider, who shall fulfill all the terms of this Agreement as though Subdivider had contracted with the city originally. The provisions of paragraph 8 (Indemnity) shall continue to apply in favor of the indemnitees listed in paragraph 8.A. upon any such incorporation or annexation.

13. **RECORD MAP.** In consideration hereof, County shall allow Subdivider to file and record the final map or parcel map for said Subdivision.

14. **RIGHT OF ENTRY.** Subdivider hereby consents to entry onto the Subdivision property, and onto any other property over which Subdivider has land rights and upon which any portion of the Work is to be installed pursuant to the improvement plans, by County and its forces, including contractors, for the purpose of inspection, and, in the event of non-performance of this Agreement by Subdivider, completion and/or maintenance of the Work.

## ACKNOWLEDGMENT

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

State of California

County of Contra Costa

On February 6<sup>th</sup>, 2023 before me, Nary Pha Notary Public  
(insert name and title of the officer)

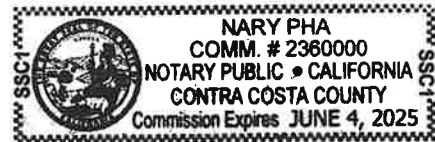
personally appeared Michael K. David and Susan Caraballo David,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are  
subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ /they executed the same in  
~~his~~ ~~her~~ /their authorized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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



3/17/23

Fidelity National \$ 47.00

**Tax Collector's Office**  
625 Court Street  
Finance Building, Room 100  
P. O. Box 631  
Martinez, California 94553-0063  
(925) 957-5280  
(925) 957-2898 (FAX)

# Contra Costa County



**Russell V. Watts**  
County Treasurer-Tax Collector

**Lulis Lopez**  
Assistant Tax Collector

**Danielle Goodbar**  
Tax Operations Supervisor

Date: 1/31/2023

IF THIS TRACT IS NOT FILED PRIOR TO THE DATE TAXES ARE OPEN FOR COLLECTION (R&T CODE 2608) **THIS LETTER IS VOID.**

This will certify that I have examined the map of the proposed subdivision entitled:

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
MS 22-0006	Alamo	66009

Parcel #: 192-110-004-4

and have determined from the official tax records that there are no unpaid County taxes heretofore levied on the property included in the map.

The 2022-2023 tax lien has been paid in full. Our estimate of the 2023-2024 tax lien, which became a Lien on the **1st day of January, 2023** is :

**\$27,170.00**

This tract is not subject to a 1915 Act Bond.

The amount calculated is void 45 days from the date of this letter, unless this letter is accompanied with security approved by the Contra Costa County Tax Collector **Subdivision bond must be presented to the County Tax Collector for review and approval of adequacy of security prior to filing with the Clerk of the Board of Supervisors.**

RUSSEL V. WATTS  
Treasurer-Tax Collector

By:



**COUNTY OF CONTRA COSTA**  
**ELECTRONIC DEPOSIT PERMIT**  
OFFICE OF COUNTY AUDITOR-CONTROLLER  
MARTINEZ, CALIFORNIA

DEPARTMENT NAME  
**TREASURER-TAX COLLECTOR**

FISCAL YEAR  
**2022 - 2023**

ORGANIZATION NUMBER **15**

DESCRIPTION OF DEPOSIT	FUND/ORG NO.	SUB ACCT	TASK	OPT	ACTIVITY	AMOUNT	TOTAL
SUBDIVISION GUARANTEE tax collector special - subdivision guarantee	831400	0803				\$27,170.00	
							\$27,170.00

**TOTAL DEPOSIT: \$27,170.00**

**GENERAL DEPOSIT NOTES:**

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: Wells Fargo Bank - Tax Collector**  
**CASH: \$0.00 CHECKS: \$0.00 BANK DEPOSIT: \$27,170.00**  
**Bank Receipt: SUB-DIV Date: 02/07/2023 NOTES: SUB-DIVISION GUARANTEE MS 22-0006 APN 192-110-004-4**

SECTION 26901 GOVERNMENT CODE  
I HEREBY SWEAR THAT THIS IS A  
TRUE AND CORRECT RECORD OF THE TOTAL  
AMOUNT OF MONEY AS DESCRIBED ABOVE  
FOR DEPOSIT INTO THE COUNTY TREASURY

THE A-C OF CCC, HEREBY CERTIFIES  
THAT THE AMOUNT DUE THE TREASURER  
OF SAID COUNTY FOR MONIES COLLECTED  
BY **TREASURER-TAX COLLECTOR**  
**-WELLS FARGO BANK - TAX COLLECTOR**  
IN SETTLEMENT OF THE ABOVE DESCRIBED  
ACCOUNTS IS THE SUM OF **\$27,170.00**

RECEIPT OF ABOVE AMOUNT  
IS HEREBY ACKNOWLEDGED.

**Feb 07, 2023 03:50:10PM**

**NOT PROCESSED**

**NOT PROCESSED**

Rebecca Magdaleno (Tax)  
USER VALIDATION

NOT SIGNED  
AUDITOR'S VALIDATION

NOT SIGNED  
TTC VALIDATION

USER PHONE NO.  
**925-957-2808**

SUBMIT DATE  
**Feb 07, 2023 03:50:10PM**

USER NAME  
**Rebecca Magdaleno (Tax)**

EDP NO  
**DP864172**



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 7, 2023

**Subject:** Approve & Authorize the Public Works Director or Designee, to allocate up to \$61,000 for the summer events at Livorna Park, Alamo area.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to allocate up to \$61,000 from County Service Area R-7 (CSA R-7) funds to present the Alamo “2023 Summer Concert Series” and Alamo “2023 Movie Under the Stars” events at Livorna Park, Alamo area. (District II)

**FISCAL IMPACT:**

100% CSA R-7 funds.

**BACKGROUND:**

The Alamo Municipal Advisory Council (Alamo MAC) presents free summer concerts and movie nights at Livorna Park. A recreation sub-committee of the Alamo MAC chooses the movies and the bands each year. The “2023 Alamo Summer Concert Series” will take place June 23<sup>rd</sup>, July 7<sup>th</sup>, 21<sup>st</sup>, and August 4<sup>th</sup> at 6:30 p.m., and the “2023 Alamo Movie Under the Stars” will take place on June 30<sup>th</sup> and July 28<sup>th</sup> at 8:45 p.m. CSA R-7 parks and recreation funds are used to present these popular community events. On November 1, 2022 the Alamo MAC reviewed and made recommendations about the bands and movies to be presented at this year's summer events.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without Board approval the events would not be possible.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Rochelle Johnson (925) 313-2299

By: , Deputy

ATTACHMENTS

Alamo MAC Meeting Record of Actions for November 1, 2022, 2022-2023 CSA R-7 "Event budget with detail of event expenditures.



## Alamo Municipal Advisory Council

Sharon Burke, Chair  
Heather Chaput, Vice-Chair  
Anne Struthers  
Cecily Barclay  
Michaela Straznicka  
Robert Brannan  
Robert Mowat  
Michelle Parkinson, Alternate  
Ronald Kan, Youth Member



Candace Andersen, Supervisor

Contra Costa County, District 2  
309 Diablo Road  
Danville, CA 94526  
925-957-8860

[cameron.collins@bos.cccounty.us](mailto:cameron.collins@bos.cccounty.us)

*The Alamo Municipal Advisory Council serves as an advisory body to the Contra Costa County Board of Supervisors and the County Planning Agency.*

### **RECORD OF ACTIONS**

**Tuesday, November 1, 2022**

**6:00 p.m.**

**Alamo Women's Club – 1401 Danville Blvd, Alamo, CA 94507**

**1. CALL TO ORDER - PLEDGE OF ALLEGIANCE - ROLL CALL**

**All Members Present**

**2. STAFF/AGENCY REPORTS (15 minutes)**

- a. District II Staff Update
  - a. Roundabout Update
  - b. LAFCO R7 Update
- b. Contra Costa County Sheriff - Valley Station Update – **None**
- c. San Ramon Valley Fire District Update

**3. PUBLIC COMMENT (3 minutes/speaker)**

**4. PRESENTATIONS (20 minutes)**

**5. SUBCOMMITTEE REPORTS (20 minutes)**

Alamo AOB Downtown/Roundabout Committee: Barclay  
Alamo Subcommittee for Schools: Kan  
Land Use Planning Subcommittee: Barclay, Brannan, Mowat  
Iron Horse Corridor Subcommittee: Struthers  
Parks and Recreation Subcommittee: Struthers (Chair), Burke, Chaput  
Public Safety (Police P-2, Fire, Emergency): Brannan, Chaput, Straznicka  
Trees and Landscape Subcommittee: Mowat, Burke

**6. NEW BUSINESS (20 minutes per application)**

- a. **CDVR22-01054** – The applicant requests approval of a Variance for an approximately 10-foot side yard (where 15 feet is required) and a small lot design review in order to construct a 1,049 square-foot addition in line with the existing side yard of the single-family residence. The plans were approved as part of a small lot design review, but a survey performed for the building permit shows that the fence lines are not in line with the property lines as initially thought. Address is 315 Crest Avenue. (Planner: Adrian Veliz)

**Motion to recommend approve by Member Mowat, second by Member Struthers. Unanimous approval.**

**Public Comment:**

**Jacob Schroeder (Applicant)**

Valerie Schooley

- b. **CDVR22-01055** – The applicant requests approval of variances for an approximately 2.5-foot side yard (where 3 feet is required) and an approximately 2-foot rear yard (where 3 feet is required) for the construction of as-built retaining walls over 3 feet in height. Address is 2551 Joseph Drive, Alamo. (Planner: Adrian Veliz)

Motion to recommend denial based on a lack of information, by Member Struthers, second by Member Chaput. Vote is 5 to 2 (Member Brannan and Member Mowat vote against).

Public Comment:

Valerie Schooley

Eric Firstman

Questions:

- Was the wall built based on structural engineering plans such that a county inspector could determine that the wall is safe, and has proper drainage and reinforcement for its height and size? Why were the engineering plans dated after the wall was built?
- What are the County rules for the height of a retaining wall?
- How can the MAC be sure the trees planted will not be a future maintenance problem for the neighbor? is there enough room for the trees so that roots do not compromise the safety of the wall?
- Can the applicant explain what their hardship is that they require a variance to build this structure?

- c. **CDTP22-00017** – The applicant requests approval of a Tree Permit for the removal of nineteen (19) code-protected trees with the demolition of an existing single-family residence, and a Small Lot Design Review for the construction of a new, 5,915 sq. ft. single-family residence, a new pool, and a new, 545 sq. ft. pool house on a lot of substandard average width. The address is 132 Leona Court. (Planner: Diana Lecca)

Public Comment:

Mason Wodhmans, Architect

Valerie Schooley

Don Schmidt, Camille Court

Maureen Ellis, Leona Court

Motion by Member Struthers to recommend denial, second by Member Straznicka. Unanimous approval.

- d. December 4, 2022 Alamo Rotary Tree Lighting Cost

Motion to recommend approve by Member Struthers, second by Straznicka. Unanimous approval.

- e. 2023 Summer Concert and Movie Series Recommendation

Recommended dates: June 23 through the 4<sup>th</sup> of August depending on availability

Beach Boys, Sun Kings, David Perez and Forejour. If any of those are not acceptable because too expensive or not available on our preferred dates, then the alternate band is Mixed Nuts. The MAC would like to direct County staff to report the pricing of each band, realizing the budget guideline is \$5,000 per band but if one band is more expensive than that and one band is cheaper, then that is up to the MAC to decide not just that a band would be excluded because it exceeds \$5,000.

Motion to recommend by Member Struthers, second by Member Straznicka. Unanimous approval.

Recommended Movies: Star Wars, ET, Back to the Future, Goonies, Raiders of the Lost Ark, and Shrek

Motion by Vice Chair Chaput, motion by Member Straznicka. Unanimous approval.

**7. OLD BUSINESS**

**8. CONSENT CALENDAR**

All matters listed under CONSENT CALENDAR are considered by the Alamo MAC 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 Alamo MAC or a member of the public prior to the time the Alamo MAC votes on the motion to adopt.

- a. Approve October 4, 2022 Record of Actions.

Motion to recommend approval Member Struthers, Member Brannan.  
Unanimous approval.

**9. CORRESPONDENCE (the following items are listed for informational purposes only and may be considered for discussion at a future meeting).**

- a. None

**10. COMMENTS BY MEMBERS OF THE ALAMO MAC**

**11. FUTURE AGENDA ITEMS**

- a. Will Nelson, Department of Conservation and Development
- b. Youth Representative role

**12. ADJOURNMENT**

Motion to adjourn at 8:59pm.

*The Alamo Municipal Advisory Council will provide reasonable accommodations for persons with disabilities planning to attend the meeting who contact Supervisor Candace Andersen's office at least 72 hours before the meeting at 925-957-8860.*

*Materials distributed for the meeting are available for viewing at the District 2 Office at 309 Diablo Road, Danville, CA 94526. To receive a copy of the Alamo MAC agenda via mail or email, please submit your request in writing using a speaker card or by contacting Supervisor Andersen's office at 925-957-8860. Complete name and address must be submitted to be added to the list.*



**Alamo Parks and Recreation, CSA R-7  
2022-23 Budget Proposal**

		FY 20/21	FY 21/22	FY 21/22	FY 21/22	FY 22/23
		Year to Date 6/30/2021	Budget	Year to Date 9/30/2021	Estimated Year End Total	Budget
<b>7758</b>	<b>County Service Area R-7A</b>					
	<b>Fund Balance</b>	<b>\$3,876,325</b>	<b>\$4,421,455</b>	<b>\$4,421,455</b>	<b>\$4,421,455</b>	<b>\$4,888,878</b>
Ledger Code	<b>REVENUE:</b>					
9000, 9100, 9385, 9580	Taxes	1,352,301	1,350,000	1,313,126	1,375,729	1,375,750
9400	Interest Earned	891	2,000	0	1,185	2,000
9600	Alamo Sports Field Fees	6,876	7,500	0	5,000	7,500
	<b>TOTAL REVENUE</b>	<b>1,360,069</b>	<b>1,359,500</b>	<b>1,313,126</b>	<b>1,381,914</b>	<b>1,385,250</b>
	<b>REVENUE PLUS FUND BALANCE</b>	<b>5,236,394</b>	<b>5,780,955</b>	<b>5,734,581</b>	<b>5,803,368</b>	<b>6,274,128</b>
	<b>EXPENSES:</b>					
	<b>Services and Supplies</b>					
2100/2479/3622	Office Expense	572	1,000	0	1,000	1,000
2120/2170	Utilities	18,154	22,000	4,599	20,000	22,000
2170/2284	Trash/Custodial	36,672	32,000	516	30,000	32,000
2310	Hap Magee Operations	195,196	206,810	0	220,000	234,108
2310	Hemme Shade	14,054	0	28,146	54,000	0
2190/2130/2284/2310/2479	Other Contracted Services	26,302	39,600	6,380	33,915	39,600
Various (2479/2490)	Recreation Supplies	8,358	16,000	16,592	32,000	19,600
	<b>SUBTOTAL Services and Supplies Total</b>	<b>299,307</b>	<b>317,410</b>	<b>56,232</b>	<b>390,915</b>	<b>348,308</b>
	<b>Other Charges</b>					
3611/3622	County Counsel; Assessment Admin.	11,764	15,600	823	10,600	10,600
3611/3619	Prop Tax, Lease Management	14,840	7,500	0	7,200	7,500
2282/3620	Grounds/Facilities Maintenance	269,587	283,000	76,965	273,575	284,100
	<b>SUBTOTAL Other Charges Total</b>	<b>312,127</b>	<b>306,100</b>	<b>77,788</b>	<b>291,375</b>	<b>302,200</b>
	<b>Fixed Assets (Capital Improvements)</b>					
4766	Hap Magee Park Imps	41,982	70,000	0	70,000	20,000
4703	Hemme Station Park Construction	0	0	0	300	0
	<b>SUBTOTAL Fixed Assets (Capital Improvements) Total</b>	<b>41,982</b>	<b>70,000</b>	<b>0</b>	<b>70,300</b>	<b>20,000</b>
	<b>Public Works Staff (Administration)</b>					
5011	Public Works Staff (Administration)	161,523	150,900	59,546	161,900	155,400
	<b>SUBTOTAL Public Works Staff (Administration) Total</b>	<b>161,523</b>	<b>150,900</b>	<b>59,546</b>	<b>161,900</b>	<b>155,400</b>
	<b>TOTAL EXPENSES</b>	<b>814,939</b>	<b>844,410</b>	<b>193,566</b>	<b>914,490</b>	<b>825,908</b>
	<b>Net</b>	<b>545,129</b>	<b>515,090</b>	<b>1,119,560</b>	<b>467,424</b>	<b>559,342</b>
	<b>Fund Balance (Park Development/Reserve)</b>	<b>\$4,421,455</b>	<b>\$4,936,545</b>	<b>\$5,541,015</b>	<b>\$4,888,878</b>	<b>\$5,448,220</b>
	<b>ADDITIONAL PARK DEVELOPMENT FUNDS - ALAMO</b>					
	Park Dedication Fees	\$503,160				

## Alamo Parks and Recreation, CSA R-7

### Administration and Miscellaneous

	FY 21/22	FY 21/22	FY 21/22	FY 22/23
	Budget	Year to Date 9/30/2021	Year End Total	Budget
<b>Service and Supplies</b>	1,000	2,700	1,000	1,000
<b>Assessment Admin./County Counsel</b>	10,000	823	10,000	10,000
<b>Public Works Staff (Administration)</b>	75,000	27,969	75,000	75,000
<b>Total</b>	<b>86,000</b>	<b>31,491.76</b>	<b>86,000.00</b>	<b>86,000</b>

## Alamo Parks and Recreation, CSA R-7

### Parks

Livorna Park				
	FY 21/22	FY 21/22	FY 21/22	FY 22/23
	Budget	Year to Date 9/30/2021	Estimated Year End Total	Budget
Services and Supplies	50,000	4,145	45,000	50,000
Grounds/Facilities Maintenance	170,000	40,523	170,000	170,000
Livorna Park Bocce Ball Courts	0	0	0	0
Public Works Staff (Administration)	23,500	2,911	22,000	23,500
<b>Total</b>	<b>243,500</b>	<b>47,579</b>	<b>237,000</b>	<b>243,500</b>
Alamo Elementary School				
Services and Supplies	5,000	1,280	4,800	5,000
Grounds/Facilities Maintenance	35,000	5,155	30,000	35,000
Public Works Staff (Admin.)	4,000	0	3,000	4,000
<b>Total</b>	<b>44,000</b>	<b>6,435</b>	<b>37,800</b>	<b>44,000</b>
Alamo Oaks Trail				
Services and Supplies	500	0	500	500
Grounds/Facilities Maintenance	5,000	0	5,000	5,000
Public Works Staff (Admin.)	1,000	0	1,000	1,000
<b>Total</b>	<b>6,500</b>	<b>0</b>	<b>6,500</b>	<b>6,500</b>
Andrew H. Young Park				
Services and Supplies	6,500	2,808	6,000	6,500
Grounds/Facilities Maintenance	30,000	18,636	30,000	30,000
Public Works Staff (Admin.)	2,500	6,397	7,500	5,000
<b>Total</b>	<b>39,000</b>	<b>27,842</b>	<b>43,500</b>	<b>41,500</b>
Hemme Park Development				
Grounds/Facilities Maintenance	0	364	0	0
Public Works Staff (Admin.)	0	0	0	0
<b>Total</b>	<b>0</b>	<b>364</b>	<b>0</b>	<b>0</b>
Rancho Romero School				
Prop Tax/Insurance, Lease Management	500	11	200	500
Public Works Staff (Admin.)	100	0	100	100
<b>Total</b>	<b>600</b>	<b>11</b>	<b>300</b>	<b>600</b>
Hap Magee Ranch Park				
Hap Magee Operations (Supplies & Services)	203,310	0	221,468	234,108
County Counsel	600	0	600	600
Prop Tax, Lease Management	7,000	0	7,000	7,000
Capital Improvements	70,000	0	70,000	20,000
Public Works Staff (Admin.)	2,000	2,297	3,500	4,000
<b>Total</b>	<b>282,910</b>	<b>2,297</b>	<b>302,568</b>	<b>265,708</b>
Iron Horse Trail Corridor				
Grounds/Facilities Maintenance	3,000	455	2,500	3,000
Public Works Staff (Admin.)	1,000	0	1,000	1,000
<b>Total</b>	<b>4,000</b>	<b>455</b>	<b>3,500</b>	<b>4,000</b>
Hemme Park Admin & Maintenance				
Services and Supplies	22,000	1,718	22,000	22,000
Grounds/Facilities Maintenance	45,000	10,664	36,000	40,000
Public Works Staff (Admin.)	10,000	3,450	10,000	10,000
<b>Total</b>	<b>77,000</b>	<b>15,831</b>	<b>68,000</b>	<b>72,000</b>
Hemme Shade Improvement				
Services and Supplies	0	28,071	54,000	0
Grounds/Facilities Maintenance	0	75	75	0
Capital Improvements	60,000	0	300	0
Public Works Staff (Admin.)	0	3,158	5,000	0
<b>Total</b>	<b>60,000</b>	<b>31,305</b>	<b>59,375</b>	<b>0</b>
Hemme Fire Dept Monument				
Services and Supplies	0	0	8,057	0
Grounds/Facilities Maintenance	0	0	0	0
Capital Improvements	0	0	0	0
Public Works Staff (Admin.)	0	0	2,000	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>10,057</b>	<b>0</b>
Parks Summary				
	FY 21/22	FY 21/22	FY 21/22	FY 22/23
	BUDGET	Year to Date 9/30/2021	Estimated Year End Total	Budget
Services and Supplies	287,310	38,022	361,825	318,108
Grounds/Facilities Mtce and other charges	289,100	75,519	273,575	284,100
Capital Improvements	130,000	0	70,300	20,000
Public Works Staff (Admin.)	44,100	18,214	55,100	48,600
<b>Total</b>	<b>750,510</b>	<b>131,755</b>	<b>760,800</b>	<b>670,808</b>



# Alamo Parks and Recreation, CSA R-7

## Events

	FY 21/22	FY 21/22	FY 21/22	FY 22/23
	Budget	Year to Date 9/30/2021	Year End Total	Budget
<b>Movie Under the Stars</b>				
Services and Supplies	4,100	3,170	4,090	4,200
Public Works Staff (Administration)	8,500	4,228	8,500	8,500
<b>Total</b>	<b>12,600</b>	<b>7,398</b>	<b>12,590</b>	<b>12,700</b>
<b>Summer Concert Series</b>				
Services and Supplies	23,000	13,422	22,000	23,000
Public Works Staff (Administration)	23,000	9,136	23,000	23,000
<b>Total</b>	<b>46,000</b>	<b>22,557</b>	<b>45,000</b>	<b>46,000</b>
<b>Tree Lighting</b>				
Services and Supplies	2,000	0	2,000	2,000
Public Works Staff (Administration)	300	0	300	300
<b>Total</b>	<b>2,300</b>	<b>0</b>	<b>2,300</b>	<b>2,300</b>
<b>Events Summary</b>				
	FY 21/22	FY 21/22	FY 21/22	FY 22/23
	BUDGET	Year to Date 9/30/2021	Year End Total	Budget
Services and Supplies	29,100	16,592	28,090	29,200
Public Works Staff (Administration)	31,800	13,363	31,800	31,800
<b>Total Event Summary</b>	<b>60,900</b>	<b>29,955</b>	<b>59,890</b>	<b>61,000</b>



Contra  
Costa  
County

To: Contra Costa County Flood Control District Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: March 7, 2023

Subject: On-call Contract Amendment with GEI Consultants, Inc.

---

**RECOMMENDATION(S):**

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (FC District), APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract amendment with GEI Consultants, Inc. (Consultant), to extend the term through March 18, 2024, for on-call facility design and conditions assessment, with no change to the payment limit, Countywide.

**FISCAL IMPACT:**

There is no fiscal impact with this action, as it is only to extend the term of the contract. This project, including the contract, will be funded 100% by FC District Funds. (Project No.: Various)

**BACKGROUND:**

The FC District provides regional flood protection, technical information, hydrology data and education to cities and residents, and environmental stewardship for over 70 miles of streams and several detention basins as part of the County’s flood protection system. The FC District initiated a facility conditions assessment program for its flood control facilities,

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Michelle Cordis, (925) 313-2381

By: , Deputy

BACKGROUND: (CONT'D)

which includes, among other facilities, concrete channels, earthen channels, steel structures, drop structures, levees, detention basins, and other hydraulic structures (each referred to as "Facility"). The FC District, at times, requires additional temporary services from persons specially trained, experienced, expert, and competent to perform professional engineering and technical services required for Facility conditions assessment. For that reason, the FC District entered into the contract with Consultant on March 19, 2019. Under the contract, Consultant provides professional engineering and technical services relating to Facility conditions assessment on an on-call basis for a variety of FC District projects throughout Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, the FC District will be unable to continue obtaining on-call services for professional engineering and technical services relating to Facility conditions assessment.



Contra  
Costa  
County

To: Board of Supervisors  
From: Greg Baer, Director of Airports  
Date: March 7, 2023

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

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Peter Moody, for a north-facing hangar at Buchanan Field Airport effective February 28, 2023, 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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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 CCR D-9

## CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

### T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** February 28, 2023, ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("Airport"), Peter Moody ("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 # D-9 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar.**"

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

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

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

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

6. **TERM:** This Rental Agreement shall be from month to month commencing **February 28, 2023**, 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: Contra Costa County Fire Protection District Board of Directors  
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
 Date: March 7, 2023

Subject: Purchase Order for Stryker LifePak Defibrillators and Equipment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with Stryker, in an amount not to exceed \$215,000, for the purchase of four (4) LIFEPAK defibrillators and accompanying equipment.

**FISCAL IMPACT:**

100% CCCFPD EMS Transport Fund: \$215,000; costs will be covered with existing appropriations in the CCCFPD EMS Transport Fund.

**BACKGROUND:**

The Contra Costa County Fire Protection District (District) uses highly technical emergency medical equipment to provide care on the scene of medical emergencies. LifePak defibrillators are utilized by EMTs and Paramedics to analyze the heart's rhythm and, if necessary, deliver an electrical shock (defibrillation) to help the heart reestablish an effective rhythm. They can also be used as a pacing device and conduct 12-lead electrocardiograms. The District needs to purchase new defibrillators periodically as older equipment becomes damaged beyond repair or ages beyond use.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Scott Wannamaker, Assistant Chief of EMS  
 925-941-3300

By: , Deputy

cc:





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Greg Baer, Director of Airports  
Date: March 7, 2023

**Subject:** Approval of an Amended and Restated Lease for the Existing Hotel at 45 John Glenn Drive, Buchanan Field Airport (District IV)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an amended and restated lease with Dale Village Apartment Company, LP, to extend the term of the lease for the property located at 45 John Glenn Drive, Concord, through March 2073, at an initial annual rent of \$500,400, with rent increases every three years.

**FISCAL IMPACT:**

There is no negative impact on the General Fund. The amended lease facilitates the Airport Enterprise Fund to continue to receive ground rent and other income from this existing hotel site. As a result of this lease extension, the General Fund will continue to receive revenue from sales, transient occupancy, and possessory interest taxes.

**BACKGROUND:**

In September 1971, the County entered into a long-term ground lease for the subject property for the development of a 323-room hotel at Buchanan Field Airport. While this property was approved by the Federal Aviation Administration (FAA) for non-aeronautical uses, it remains subject to the FAA's lease provisions. The hotel was constructed under the terms of the original lease and has been in operation for approximately 50 years. The term of the original lease

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Beth Lee, 925-681-4200

By: , Deputy

cc:

BACKGROUND: (CONT'D)

expires May 31, 2037.

Following a series of lease assignments, the current tenant is Dale Village Apartment Company, LP (Dale Village). Dale Village desires to make improvements to the property, including renovation of the hotel in order to align it with a national brand. Financing for the improvements is expected to be through a leasehold mortgage. To make the costs associated with the needed renovation economically viable, the financing will need to be amortized over a longer period of time than the 14 years remaining on the existing lease. To that end, Dale Village has requested that the term of the lease be extended through March 2073, which equates to a 36-year term extension.

In addition to extending the term of the lease, the proposed amended and restated lease will modify the terms applicable to ground rent and other amounts due from the tenant, allow Dale Village to make capital improvements to the property, and incorporate current County and FAA standard lease terms. Such modifications and updates will make the document more consistent with other leases in effect with the Airports Division.

This lease extension aligns with the Airports Division's goal of revenue diversification through non-aeronautical leases. Additionally, it facilitates investment in airport property that also benefits the greater community.

CONSEQUENCE OF NEGATIVE ACTION:

If the term of the lease is not extended, the hotel will not be renovated or attached with a national brand. As a result, there will most likely be a reduction in the economic viability of the property, including the diminishment of rent received by the Airport Enterprise Fund, as well as sales, transient occupancy and possessory interest taxes received by the County.

ATTACHMENTS

Hotel Lease

**AMENDED AND RESTATED LEASE**

**Between**

**COUNTY OF CONTRA COSTA**

**as Lessor**

**and**

**Dale Village Apartment Company, LP**

**as Tenant**

**April 1, 2023**

Contra Costa County  
Buchanan Field Airport  
550 Sally Ride Drive  
Concord, CA 94520-5606  
(925) 681-4200

**AMENDED AND RESTATED LEASE**

**COUNTY OF CONTRA COSTA**

**AND**

**DALE VILLAGE APARTMENT COMPANY, LP**

1.	<u>Lease</u> .....	-2-
2.	<u>Capital Improvements; Shortfall Fee</u> .....	-2-
3.	<u>Term</u> .....	-2-
4.	<u>Holding Over</u> .....	-2-
5.	<u>Rent</u> .....	-3-
6.	<u>Percentage and Other Additional Rent</u> .....	-3-
7.	<u>Additional Payment Provisions</u> .....	-6-
8.	<u>Lessor Processing and Transaction Fees</u> .....	-7-
9.	<u>Use of Premises</u> .....	-7-
10.	<u>Condition of Premises</u> .....	-7-
11.	<u>Utility Obligations</u> .....	-8-
12.	<u>Alterations and Additions</u> .....	-8-
13.	<u>Maintenance, Repair and Storage</u> .....	-9-
14.	<u>Lawful Conduct</u> .....	-12-
15.	<u>Waste, Quiet Conduct, Nuisance, Pollution</u> .....	-13-
16.	<u>Hazardous Materials</u> .....	-13-
17.	<u>Stormwater Discharge</u> .....	-15-
18.	<u>Rules and Regulations</u> .....	-16-
19.	<u>Noise Ordinance</u> .....	-16-
20.	<u>Security</u> .....	-16-
21.	<u>Indemnification</u> .....	-16-
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EXHIBIT A – Legal Description

EXHIBIT B – Potential Capital Improvements

## AMENDED AND RESTATED LEASE

This amended and restated lease agreement is dated as of April 1, 2023 (the “**Effective Date**”), and is between of the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**” or “**Lessor**”), and DALE VILLAGE APARTMENT COMPANY, LP, a California limited partnership (“**Tenant**”).

### RECITALS

- A. Lessor owns and operates Buchanan Field, a public airport located at Concord, California (the “**Airport**”), as shown on the Airport Layout Plan, which plan is on file in the office of the County Director of Airports (“**Director of Airports**”).
- B. Lessor and Tenant are parties to a lease dated September 21, 1971, as modified, amended, and assigned (the “**Original Lease**”), under which Tenant is leasing real property at the Airport commonly known as 45 John Glenn Drive, as more fully described in Exhibit A (the “**Premises**”). Tenant’s possession of the Premises began under the Original Lease. As permitted under the Original Lease, the Premises has been improved by the construction of a 323-room hotel (the “**Hotel**”).
- C. The County and Tenant desire to amend and restate the Original Lease in order to extend its term and modify various provisions. As consideration for the extension of the term of the Original Lease, Tenant has the option to pay a lease extension fee of \$1,300,000 (the “**Extension Fee**”) or to make capital improvements to the Premises, as more fully described below.

The parties therefore agree as follows:

### AGREEMENT

1. Lease: For and in consideration of the rent, fees, and faithful performance by Tenant of the terms and conditions and the mutual covenants hereof, Lessor hereby leases to Tenant, and Tenant hereby leases from Lessor the Premises, subject to all easements and encumbrances of record. Effective on the Effective Date, this lease supersedes and replaces the Original Lease. Effective on the Effective Date, the Original Lease has no force or effect. Notwithstanding the preceding sentence, the terms of the Original Lease remain in effect with respect to any rights or obligations that were accrued or incurred prior to the Effective Date.
2. Capital Improvements; Shortfall Fee:
  - A. Capital Improvements. During the term of this lease, Tenant may elect to make capital improvements to the Premises that (i) do not interfere with the safe operation of the Airport, and (ii) are consistent with the ongoing use and operation of the Hotel, such as those identified within Exhibit B (any such improvements, “**Capital**

**Improvements**”). Any Capital Improvements Tenant elects to perform are to be constructed by well-trained, adequately supervised workers, in a good and workmanlike manner, free from design, material and workmanship defects in accordance with all Applicable Laws and Restrictions (the “**Performance Standards**”). For purposes of this lease, “**Applicable Laws and Restrictions**” means all laws (including, without limitation, the Americans with Disabilities Act), ordinances, regulations, building codes, fire codes, orders, and policies 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 having jurisdiction over the Premises.

- B. **Shortfall Fee.** If Tenant does not spend at least \$10,000,000 on Capital Improvements by June 30, 2028, Tenant shall pay the County the Shortfall Fee, plus interest on the Shortfall Fee calculated at 6% per year from the Effective Date through the date the Shortfall Fee is paid. For purposes of this lease, the “**Shortfall Fee**” is equal to the result obtained by multiplying the Extension Fee by a fraction, the numerator of which is the Shortfall Amount and the denominator of which is \$10,000,000. For purposes of this lease, the “**Shortfall Amount**” means the amount by which Tenant spends less than \$10,000,000 on Capital Improvements after the Effective Date and prior to July 1, 2028.
- i. **Example No. 1.** If the Shortfall Amount is \$1,000,000, the Shortfall Fee will be equal to  $\$1,300,000 \times (\$1,000,000 / \$10,000,000)$ , or \$130,000, plus interest at 6% per year from the Effective Date.
  - ii. **Example No. 2.** If the Shortfall Amount is \$10,000,000, the Shortfall Fee will be equal to  $\$1,300,000 \times (10,000,000 / \$10,000,000)$ , or \$1,300,000, plus interest at 6% per year from the Effective Date.
- C. **Documentation.** As soon as practicable after the earlier to occur of (i) June 30, 2028, and (ii) the date Tenant determines it has completed all the Capital Improvements it is going to make, if any, in connection with the calculation of the amount due under Section 2.B – Shortfall Fee, above, Tenant shall notify the Director of Airports in writing of the date the Capital Improvements were completed (such notice, the “**Completion Notice**”). Tenant shall cause the Completion Notice to include evidence of the amount expended to complete the Capital Improvements that were completed on or before June 30, 2028.
3. **Term:** The term of this lease is 50 years, beginning on the Effective Date and ending March 31, 2073.
4. **Holding Over:** If Tenant remains in possession of the Premises after the expiration of the term of this lease, it is not a renewal or extension of this lease but is only a tenancy from month to month that may be terminated at any time by Lessor or Tenant upon 30 days written notice. All terms and conditions of this lease then in effect will govern the month-to-month tenancy.

5. Rent: Monthly rent is payable monthly in advance without demand on or before the first day of each month (“**Ground Rent**”). For any partial month, Tenant shall pay Ground Rent to Lessor at a rate of 1/30 of the applicable Ground Rent per day.
- A. Initial Ground Rent: For the period April 1, 2023, through March 31, 2029, Tenant shall pay Ground Rent in the amount of \$41,700.00 per month.
- B. Adjusted Ground Rent:
- i. Revaluation Dates. Ground Rent will be adjusted every three years on the anniversary of the Effective Date (each such date, a “**Revaluation Date**”); provided, however, the first Revaluation Date will be April 1, 2029.
- ii. Calculation. Beginning on each Revaluation Date, Tenant shall pay Ground Rent for the subsequent three-year period in an amount equal to (1) the amount determined by dividing the sum of all Ground Rent and Percentage Rent (defined below) incurred during the preceding three-year period by 36 and multiplying the result by 0.65, or (2) the Ground Rent in effect during the preceding three-year period, whichever is greater. In no event will the adjusted Ground Rent be less than the Ground Rent in effect for the immediately preceding three-year period. The Lessor shall initiate the revaluation process prior to each Revaluation Date.
6. Percentage and Other Additional Rent:
- A. Percentage Rent. In addition to Ground Rent, beginning on April 1, 2026, Tenant shall pay Percentage Rent monthly in arrears, provided Percentage Rent is a positive number. If Percentage Rent is not a positive number, no Percentage Rent is due for that month.
- B. Percentage Rent Due Date. Percentage Rent is due no later than the 15th day of the month that follows the month Tenant earned the Gross Rooms Receipts and Other Gross Receipts (the “**Relevant Month**”).
- C. Definitions.
- i. “**Gross Receipts**” means, for any given period, collectively, Gross Rooms Receipts and Other Gross Receipts for that period.
- ii. “**Gross Rooms Receipts**” means all gross revenues for the rental of guest rooms in the Hotel that are collected, at the actual rates charged, and excluding any sales, use, excise or room or other similar taxes Tenant collects and transmits to the appropriate taxing authority. Gross Rooms Receipts does not include the value of any complimentary rooms or any gratuities or other charges that Tenant collects from guests that are paid or reimbursed to



employees or other parties. Gross Rooms Receipts does not include any bookings deposits until they have been earned.

- iii. **“Other Gross Receipts”** means all revenue and receipts derived from Tenant’s operation of the Hotel, excluding Gross Rooms Receipts, and excluding any sales, use, excise or other similar taxes Tenant collects and transmits to the appropriate taxing authority. Other Gross Receipts does not include the value of any complimentary goods and services (including food and beverage) or any gratuities or other charges that Tenant collects from guests that are paid or reimbursed to employees or other parties. Other Gross Receipts does not include any security deposits paid by or revenues of subtenants, licensees or concessionaires.
- iv. **“Percentage Rent”** means an amount equal to the result obtained by subtracting the then-current Ground Rent from the Percentage Threshold.
- v. **“Percentage Threshold”** for the period April 1, 2026, through March 31, 2033, means an amount equal to the result obtained by adding (x) the result obtained by multiplying Gross Rooms Receipts by 0.02, and (y) the result obtained by multiplying Other Gross Receipts by 0.01.
- vi. **“Percentage Threshold”** for the period April 1, 2033, through March 31, 2073, means an amount equal to the result obtained by adding (x) the result obtained by multiplying Gross Rooms Receipts by 0.04, and (y) the result obtained by multiplying Other Gross Receipts by 0.02.

D. Examples of Percentage Rent.

- i. Example No. 1. If Ground Rent is equal to \$41,700 and the Percentage Threshold is \$36,700:

$\$36,700 - \$41,700 =$  A negative number and no Percentage Rent is due.

- ii. Example No. 2. If Ground Rent is equal to \$41,700 and the Percentage Threshold is \$56,700:

$\$56,700 - \$41,700 = \$15,000$  and Percentage Rent of \$15,000 is due for that month.

E. Statement of Gross Receipts: No later than the 15th day of the month that follows the Relevant Month, Tenant shall furnish to the Lessor a written statement of monthly gross receipts that shows the Gross Rooms Receipts and Other Gross Receipts earned during the Relevant Month.

F. Certified Annual Statement: No later than 120 days after the close of Tenant’s fiscal year, and no later than 120 days after the termination of this lease, Tenant

shall deliver to the Lessor an annual statement of gross receipts that shows the Gross Rooms Receipts and Other Gross Receipts earned during the fiscal year, or if there is a stub period between the end of the most recently ended fiscal year and the termination of the lease, the Gross Rooms Receipts and Other Gross Receipts for that stub period, certified as being correct by an authorized accounting officer of the Tenant (“**Certified Annual Statement**”).

- i. If the Certified Annual Statement shows that an additional amount of Percentage Rent is due and payable to the Lessor, Tenant shall make such payment currently with the delivery of the Certified Annual Statement to the Lessor.
- ii. If the Certified Annual Statement shows that there has been an overpayment of Percentage Rent, such overpayment will be applied to future Ground Rent until such overpayment has been reimbursed to Tenant.

G. Records: The Lessor may inspect the books and records of Tenant and any and all Subtenants from which any Statement of Gross Receipts or Certified Annual Statement is prepared at any reasonable time upon request. For this purpose, Tenant shall keep for a period of four years after submission of any such statement to the Lessor, all of Tenant’s records, books, accounts, and other data pertaining or necessary to the verification of Gross Receipts as defined herein, and shall, upon request, make the same available to the Lessor, the Lessor’s auditor, representative or agent for examination at any time during such four-year period. Failure to keep, maintain, and make available the records, books, accounts, and other data required by this Section is a default of this lease.

H. Audits: The Lessor may, at the Lessor’s option, engage the services of an independent certified public accountant to audit and verify the accuracy of Tenant’s records, books, and accounts, including the Certified Annual Statement. If the audit shows that an additional amount of Percentage Rent is due and payable to the Lessor, Tenant shall make such payment within seven days of the Lessor’s demand therefor. If the audit shows that there has been an overpayment of Percentage Rent, the Lessor shall promptly repay to Tenant the amount of such overpayment or, at Lessor’s sole election, credit the amount of the overpayment to Ground Rent next due the Lessor by Tenant. If the audit shows an underpayment by Tenant that is greater than five percent of the Percentage Rent due to the Lessor, Tenant shall pay for the reasonable and actual cost of the audit.

I. Records to Be Maintained: Tenant shall record all sales and other transactions, whether cash or credit, and shall keep full and accurate books of account and records in accordance with United States Generally Accepted Accounting Principles consistently applied, including without limitation, a sales journal general ledger, and all bank account statements showing deposits of gross receipts revenue. In addition, Tenant shall keep all cash register receipts with regard to

Gross Receipts, credits, refunds and other pertinent transactions, as well as records of all other exclusions and deductions from Gross Receipts.

- J. Additional Rent: In addition to the Ground Rent and Percentage Rent, Tenant shall pay as additional rent, all other charges, costs and fees required to be paid by Tenant pursuant to the provisions of this lease (such amounts, “**Additional Rent**,” and together with the Ground Rent and Percentage Rent, “**Rent**”).

7. Additional Payment Provisions:

- A. Late Rental Payments: If Tenant fails to pay Lessor any amount due under this lease within five days after the amount is due, Tenant shall pay to Lessor a late charge of \$100 per occurrence (the “**Late Charge**”), plus interest on the unpaid balance at a rate of one and one-half percent per month, from the date the payment was due until paid in full. Tenant shall pay all Late Charges as Additional Rent on or before the date the next installment of Ground Rent is due. Lessor and Tenant hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix Lessor’s actual damage from any late payments and, thus, that Tenant shall pay as liquidated damages to Lessor the Late Charge specified in this Section, which is the result of the parties’ reasonable endeavor to estimate fair average compensation for the late payment (other than attorneys’ fees and costs). Lessor’s acceptance of the Late Charge as liquidated damages does not constitute a waiver of Tenant’s default with respect to the overdue amount or prevent Lessor from exercising any of the rights and remedies available to Lessor under this lease.
- B. Form and Place of Payment: Tenant shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering same on or before due date to the Director of Airports Office, 550 Sally Ride Drive, Concord, California 94520, or at such other place as Lessor may designate from time to time.
- C. Returned Checks: If a check written by Tenant is returned for insufficient funds, Lessor may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. Lessor may require Tenant to pay Rent by certified check or money order if Tenant’s bank or banks have returned one or more personal checks within the preceding 12-month period.
- D. Security Deposit: Upon execution of this lease, Tenant shall pay \$41,700.00 to Lessor in cash as security for the faithful performance of the terms, covenants, and conditions of this lease (the “**Security Deposit**”).

Upon the occurrence of a Default, as defined in Section 27, Lessor may, in its sole discretion (but is not required to), apply the Security Deposit, or any portion of it, to any expense, loss or (i) any Rent or other sum owed to Lessor, (ii) any amount that Lessor may spend or become obligated to spend in exercising Lessor’s rights

under this lease, or (iii) damage sustained by Lessor resulting from Tenant's Default. Upon demand by Lessor, Tenant shall immediately pay to Lessor a sum equal to that portion of the Security Deposit expended or applied by Lessor as provided in this subsection so as to maintain the Security Deposit at its original level.

Upon the expiration or termination of this lease and (i) Tenant's satisfaction of the conditions set forth in Section 26. Surrender of Premises, and (ii) a final accounting by Lessor, any remaining Security Deposit balance will be refunded to Tenant, without interest. Tenant waives the provisions of California Civil Code section 1950.7, and all other provisions of law in force or that become in force after the date of execution of this lease, that provide that Lessor may claim from a Security Deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises. Lessor and Tenant agree that Lessor may, in addition, claim those sums reasonably necessary to compensate Lessor for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant's officers, agents, employees, independent contractors or invitees.

8. Lessor Processing and Transaction Fees: In the event that Tenant requires or requests Lessor's review, investigation, processing, recordation, or any other action in connection with any Tenant document, proposal or other matter that requires Lessor's staff time and resources, other than time and resources of the Contra Costa County Airports Division (e.g., a proposed assignment or other transfer, or an estoppel certificate), Tenant shall pay Lessor a transaction fee of \$2,500.00 plus all of Lessor's costs, including, but not limited to, staff time at rates determined by the County Auditor for time spent in connection with the matter until the matter is complete ("**Transaction Fee**"). The Transaction Fee will increase by \$500.00 on every fifth anniversary of the Effective Date and is due 30 days after demand therefor by Lessor.
9. Use of Premises: Except as otherwise provided herein, the Premises may be used by Tenant only for the operation of a midscale or higher rated (in accordance with STR classifications or comparable rating system) hotel, including the operation of a restaurant, cocktail lounge, banquet rooms, meeting rooms, swimming pool, shops and services, parking and other hotel supporting amenities, and for no other purpose.

Tenant may not use the Premises for any other purpose without the Director of Airport's express prior written consent. Any use of the Premises other than as described herein without the Director of Airports' prior written consent is a default of this lease.

10. Condition of Premises:
  - A. No Warranty: Tenant is leasing the Premises in an "as is" physical condition with no warranty, express or implied, on the part of Lessor as to the physical condition of the Premises, including but not limited to, the condition of any existing Improvements (as defined below), the soil and the geology of the soil, the air,



surface water and groundwater, the presence of known and unknown faults, the presence of Hazardous Materials (as defined below) and all other kinds of contamination and pollutants of any kind in the air, soil, groundwater and surface water, and the suitability of the Premises for the permitted use.

B. Maintenance: Tenant shall maintain the Premises in accordance with Section 13. Maintenance, Repair and Storage.

11. Utility Obligations: Tenant shall pay, on Tenant's own account, all charges for utilities used or consumed on the Premises, including, but not limited to, gas, water, electricity, garbage disposal, storm water and sanitary sewer services, janitorial services, and telephone services.

If Lessor, or any utility company, requires that any existing or new overhead distribution system be installed underground, Tenant shall, at its own cost and expense, provide all necessary facility changes on the Premises so as to receive such services.

12. Alterations and Additions:

A. Tenant may not do any of the following without the prior written consent of the Director of Airports (which may include email): (i) erect or place any additional structures on the Premises, (ii) make any improvements or alterations to the exterior of any of the buildings on the Premises, including the Hotel, or the parking area or landscaping, (iii) make any improvements or alterations to the interior of any of Tenant's Buildings that require the issuance of a building permit, or (iv) make any improvements the construction of which could trigger safety concerns for the Airport, such as the height of the thing being constructed or the height of equipment used in the construction. Tenant shall provide the Director of Airports with written plans detailing any proposed improvement for approval by the Director of Airports; provided, however, obtaining the Director of Airports' approval of plans is not required for improvements that constitute maintenance or repair of existing Improvements or the replacement of furniture, fixtures or equipment, even if a building permit is required for such repairs or replacements. When the approval of the Director of Airports is required, the Director of Airports may not unreasonably withhold or condition approval of the proposed improvement.

B. If Tenant makes alterations, constructs additions, or adds additional structures that violate the conditions of this lease (each, an "**Unauthorized Addition**"), at the Director of Airports sole discretion, Tenant shall remove all or any portion of the Unauthorized Addition at Tenant's sole cost and expense. If Tenant is required to remove any Unauthorized Addition, Tenant, at its sole cost and expense, shall restore the Premises to the condition existing immediately prior to the existence of the Unauthorized Addition, or such other similar condition determined at the discretion of the Director of Airports, reasonably exercised and reasonably approved by Tenant. If the Director of Airports determines that Tenant is not

required to remove all or any portion of an Unauthorized Addition, then the portion of the Unauthorized Addition that is not required to be removed will remain on and be surrendered with the Premises on the expiration or termination of this lease.

- C. If the Director of Airports has given written consent to Tenant, permitting Tenant to make alterations or improvements to the Premises, Tenant may not commence construction until Tenant has (i) obtained all necessary building permits and all other approvals required, and (ii) provided Lessor with 20 days advance written notice of the commencement of the construction. In addition, so long as Lessor provides same to Tenant signed and notarized by Lessor within the timeframe set forth in Civil Code Section 8444, Tenant shall cause the notice of Lessor non-responsibility to be posted and recorded during construction in accordance with Civil Code Sections 8442 and 8444. A copy of the notice is to be mailed to Lessor upon filing it with the County Recorder.

13. Maintenance, Repair and Storage:

- A. Premises Maintenance: Tenant shall, at its sole expense, throughout the term of this lease, maintain the Hotel and other structures, signs, driveways, parking surfaces, curbs, walkways, perimeter fences, landscaping, drainage and sewage lines, utility lines, irrigation systems and other facilities and improvements on the Premises (collectively, the “**Improvements**”), in a good order, condition and repair and, following the Completion Date, the quality of appearance in effect on the Completion Date, ordinary wear and tear excepted (the “**Maintenance Standard**”). Following the Completion Date, Tenant shall cause all maintenance, repairs, and replacements to be of a quality substantially equal to the material and workmanship used in completing the Capital Improvements. Lessor is the sole judge, exercising reasonable discretion, of the maintenance standards required; provided, however, if the Hotel is operating under a brand, the maintenance standards of the brand will be controlling.

Tenant shall perform all maintenance and repairs in compliance with Applicable Laws and Restrictions.

If Tenant fails to perform its maintenance obligations as described herein within 30 days of written notice by County to Tenant of such failure, County has the right to enter upon the Premises and to perform such necessary maintenance obligations and Tenant shall reimburse County for the costs thereof within 20 days after receipt of an itemized invoice therefor. If such maintenance obligations are of such a nature that they cannot reasonably be completed within such 30-day period, Tenant will be deemed to have performed its maintenance obligations within the 30-day period if Tenant begins to perform the maintenance obligations within the 30-day period and diligently pursues performance to completion.

- B. Lease Maintenance Plan: The Lessor shall reasonably determine what additional work Tenant is required to perform in order to maintain the Improvements in accordance with the Maintenance Standard through the remaining term of the lease (the “**Maintenance Work**”). Prior to such determination, the Lessor and Tenant shall conduct a joint inspection of the Improvements not earlier than April 1, 2066 and not later than March 31, 2067.

The Maintenance Work may include, but is not limited to, (i) interior and exterior building improvements, including roof, doors, windows, signage, street facades, painting, flooring, fixtures (i.e., lights, toilets and sinks), (ii) asphalt, (iii) HVAC, (iv) electrical and plumbing systems, but in all instances not requiring replacements and only requiring repairs to assure that the Improvements are in good condition, taking into account the age of the Improvements.

Within 90 days after the joint inspection of the Premises, Tenant shall prepare and submit to the Director of Airports for his approval a detailed plan that itemizes the Maintenance Work to be performed. The maintenance plan must include a timeline for the performance of the Maintenance Work and the expected cost of the Maintenance Work. The Director of Airports will review the proposed maintenance plan and approve or disapprove it within 30 days of receipt. If the proposed maintenance plan is not approved by the Director of Airports, the Director of Airports shall set forth in writing and notify Tenant of his reasons for withholding such approval. Tenant shall thereafter submit a revised maintenance plan to the Director of Airports, which approval is to be granted or denied within 30 days of receipt in accordance with the procedures set forth above. The Director of Airports may not unreasonably withhold approval of a proposed maintenance plan. If Tenant’s proposed maintenance plan is disapproved by the Director of Airports, Tenant shall submit a revised proposed plan to the Director of Airports until the approval of the Director of Airports is obtained. If the Director of Airports responds to Tenant’s proposed maintenance plan(s) (including, without limitation, any resubmittal thereof) in the time frame required in this Section, Tenant will be in default of this lease if a proposed maintenance plan is not approved by the Director of Airports by the date that is six months after the joint inspection of the Premises; provided, however, that such six-month period may be extended for an additional 90-day period, at the reasonable discretion of the Director of Airports, if the parties are in good faith negotiating the approval of the maintenance plan. The proposed maintenance plan that is submitted by Tenant and approved by the Director of Airports is the “**Maintenance Plan.**” Tenant’s failure to carry out the Maintenance Plan is a default of this lease.

- C. Plans and Lessor’s Approval: Prior to commencing any Maintenance Work, Tenant shall obtain the Director of Airports’ written approval of any plans prepared by architects, engineers or contractors that relate to the Maintenance Plan, and all modifications or amendments thereto, (including all working drawings and other supplements thereto, but excluding immaterial field changes).

- D. Tenant Responsibility for Maintenance Work: Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the Maintenance Work. Approval of the Maintenance Plan by the Director of Airports does not constitute a representation or warranty as to its conformity with other requirements, and responsibility therefor remains at all times in Tenant.

Tenant shall cause all Maintenance Work to be carried out in conformance with: (i) all requirements of the Lessor, (ii) the Maintenance Plan, (iii) Applicable Laws and Regulations, and (iv) the Maintenance Standard or the Performance Standard, as applicable.

- E. Performance Bond: Not less than ten working days before the commencement of the Maintenance Work, Tenant shall, at its sole cost and expense, furnish to the Lessor a performance bond of a surety company licensed to transact business in the State of California, or other type of security satisfactory to the Lessor, that (i) is in the amount of 100% of the total estimated cost of the Maintenance Work that is being performed, (ii) names Tenant as principal, and (iii) guarantees faithful performance of all construction work associated with the Maintenance Plan by the date that is identified in the Maintenance Plan as the date the Maintenance Work will be completed. The performance bond or other security must be in a form acceptable to the Lessor. Notwithstanding anything to the contrary in this subsection 13.E, if the cost to perform the Maintenance Work is equal to or less than 10% of Gross Receipts for Tenant's most recently completed fiscal year for which a Certified Annual Statement has been prepared, the Director of Airports, utilizing reasonable discretion, may waive the requirement of a performance bond or other security.
- F. Payment Bond: Not less than ten working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor either of the following: (i) a payment bond of a surety company licensed to transact business in the State of California that (x) is in the amount of 100% of the total estimated cost of carrying out the Maintenance Plan, and (y) guarantees the payment of all labor, materials, provisions, supplies and equipment used in, upon, for or about the performance of the construction work; or (ii) an alternate form of security that is acceptable to the Lessor in its sole discretion. The payment bond must be in a form acceptable to the Lessor and must satisfy the requirements of California Civil Code section 3248. Notwithstanding anything to the contrary in this subsection 13.F, if the cost to perform the Maintenance Work is equal to or less than 10% of Gross Receipts for Tenant's most recently completed fiscal year for which a Certified Annual Statement has been prepared, the Director of Airports, utilizing reasonable discretion, may waive the requirement of a payment bond or other security.

- G. Inspection and Acceptance: Tenant shall obtain all applicable permits and authorizations of, all local, state, federal and other government agencies and entities that have jurisdiction over the Maintenance Work, including but not limited to, the Contra Costa County Department of Conservation and Development and the Contra Costa County Public Works Department. All Maintenance Work is subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Maintenance Work. Nothing in this lease is to be construed as approval of any permit or authorization of any local, state, or federal government agency or entity that has jurisdiction over the Maintenance Work.
  - H. No Warranties: The inspection, testing and acceptance by the Lessor under this or any other section of this lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by the Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this lease and of the Maintenance Plan as approved by the Lessor, nor is the Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this lease.
  - I. Engineering: Tenant is responsible for all engineering work and the accuracy thereof. Any material deviations from the Maintenance Plan approved by the Director of Airports must have prior written approval by the Lessor.
  - J. Paving and Concrete: As necessary during the term of this lease, Tenant shall upgrade the pavement for the parking lots within the Premises to enable them to accommodate the heaviest vehicle expected to operate in the area. When installed, the pavement must have an expected pavement life of at least 20 years. All road access must comply with the standards of the County's Public Works Department.
  - K. Notice of Non-Responsibility: Provided Lessor provides to Tenant a signed and notarized notice of Lessor non-responsibility within the timeframe set forth in Civil Code Section 8444, Tenant shall cause the notice to be posted and recorded during construction in accordance with Civil Code Sections 8442 and 8444. A copy of the notice must be filed with the County Recorder and mailed to the Director of Airports after filing.
  - L. Storage on Premises: Tenant may not store materials, supplies, products, equipment or other personal property that is not directly necessary for the operation of a hotel and associated uses on the Premises. Tenant shall store personal property items, supplies and materials and combustibles necessary for the operation of a hotel and associated uses inside the Tenant's Buildings in a safe, neat and sanitary manner.
14. Lawful Conduct: In connection with Tenant's use of the Premises, Tenant shall obey and observe, all the terms and conditions of this lease and all statutes, ordinances, resolutions,



regulations, orders, and policies now in existence or adopted from time to time by the United States, (including, but not limited to, the Federal Aviation Administration) the State of California, the County of Contra Costa, the Central Contra Costa Sanitary District, the San Francisco Bay Regional Water Quality Control Board, and all other government agencies with jurisdiction over the Premises, including, but not limited to, applicable laws concerning health, safety, fire, accessibility, police, and the environment.

Tenant shall pay all fines and penalties levied against it by any government agency for Tenant's violation of any applicable law associated with Tenant's activities on the Premises.

15. Waste, Quiet Conduct, Nuisance, Pollution: Tenant may not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing that may disturb the quiet enjoyment or the use of the Airport or surrounding property.

Tenant may not permit any activity on the Premises that directly or indirectly produces unlawful or excessive amounts or levels of air pollution, (e.g., gases, particulate matter, odors, fumes, smoke, dust), water pollution, noise, glare, heat emissions, trash or refuse accumulation, vibration, electronic or radio interference with navigational and communication facilities used in the operation of the Airport or by aircraft, or any other activity that is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.

16. Hazardous Materials:

A. Definition of Hazardous Materials: As used in this lease, the term "**Hazardous Materials**" means any hazardous or toxic substance, hazardous or radioactive material, or hazardous waste, pollutant or contaminant at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Premises. Hazardous Materials include, but are not limited to, the following: (i) Any "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste," as defined in Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health & Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) any "hazardous substance" as that term is defined in Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) any material or substance listed as a chemical known to cause cancer or reproductive toxicity pursuant to Section 6380 of the California Labor Code, Division 5, Part 1, Chapter 2.5 (Hazardous Substances Information and Training Act); (iv) any "hazardous waste" as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* (42 U.S.C. Section 6903); (v) any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.* (42 U.S.C. Section 9601); (vi) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local statute, ordinance,

resolution, regulation, order, policy, or requirement, including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect; (vii) any petroleum product; (viii) any radioactive material, including any “source materials”, “special nuclear materials”, or “byproduct material” as defined in 42 U.S.C. Section 2011 *et seq.*; (ix) any asbestos in any form or condition; and (x) any polychlorinated biphenyls (PCBs) and any substances or any compounds containing PCBs.

- B. Use of Hazardous Materials: Tenant may not cause or permit any Hazardous Material, as defined in this Section, to be generated, brought onto, stored, used, emitted, released, discharged or disposed of in, on, under, or about the Premises by Tenant or its officers, employees, agents, contractors, renters, guests or invitees, except for the limited quantities reasonably required for keeping the Hotel and Premises in the standard required by the terms of this lease, of (i) standard office, landscaping, janitorial, pool and other supplies typically used in the operation of a hotel; (ii) building materials in the existing improvements on the Premises that were legally permitted when installed and are legally permitted to remain as part of the Premises so long as not disturbed, and (iii) such other Hazardous Materials as are approved in advance in writing by Lessor. During the term of this lease, Tenant shall comply with all applicable laws, statutes, ordinances, regulations, orders, etc., in effect that relate to public health and safety and protection of the environment including, but not limited to those identified in this Section (“**Environmental Laws**”).
- C. Notification to the Director of Airports: If, during term of this lease, Tenant becomes aware of (i) any actual or threatened release of any Hazardous Materials on, under, or about the Premises; or (ii) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Material on, under, or about the Premises, Tenant shall (i) immediately provide verbal notification to the Director of Airports and (ii) provide written notification of such release or investigation to the Director of Airports within 24 hours after learning of it. In the event Tenant receives any claims, notices of violation, reports, or other writing concerning the aforementioned release or investigation, Tenant shall furnish copies of all such materials to Lessor no later than the business day following Tenant’s receipt thereof.

Notification to the Director of Airports under this Section does not relieve Tenant of any obligation to notify any government agency under any Applicable Law.

- D. Indemnification: Tenant shall, at Tenant’s sole expense and with legal counsel reasonably acceptable to Lessor, indemnify, protect, defend, and hold harmless Lessor and Lessor’s officers, employees, agents, and contractors from and against any and all demands, losses, claims costs, suits liability and expenses including without limitation, attorney’s fees and consultant fees arising out of or relating to the violation of any Environmental Laws or the use, handling, generation,

emission, release, discharge, storage or disposal of any Hazardous Materials by Tenant or Tenant's officers, employees, agents, contractors, Subtenants, renters, guests or invitees. This indemnification applies whether or not the concentration of such Hazardous Materials exceeds state or federal maximum contaminant or action levels or whether any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (i) losses attributable to diminution in the value of the Premises; (ii) loss or restriction of use of rentable space on the Premises; (iii) adverse effect on the marketing of any rental space on the Premises; and (iv) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Premises and surrounding properties). This indemnification clause will survive any expiration or termination of this lease.

17. Stormwater Discharge: Lessor has applied for and received a National Pollutant Discharge Elimination Permit ("NPDEP") under the Federal Clean Water Act, which covers Tenant's operations on the Premises. In accordance with Section 14, Lawful Conduct, of this lease, Tenant shall comply with (i) all laws and regulations arising under the Federal Clean Water Act that are applicable to Tenant's operations on the Premises; and (ii) Lessor's NPDEP.

Tenant shall ensure that no pollution or Hazardous Materials of any type is discharged from the Premises into the stormwater system at the Airport and shall comply with Lessor's NPDEP in all respects as it relates to the Premises and in accordance with the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises, and any amendments thereto, and in accordance with all applicable laws and regulations and other Lessor requirements. Copies of the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises will be maintained on file at the Contra Costa County Public Works Department and are incorporated herein by reference.

If Tenant conducts or produces any type of operation on the Premises that allows pollutants of any kind to enter the Airport's storm water system (a "**Storm Water Release**"), then Tenant shall notify County in writing that such event has occurred. If Tenant allows another Storm Water Release to occur after County's written notice to Tenant, then Tenant shall provide and install, at Tenant's sole expense, a separate drainage, collection, and/or separation system ("**Storm Water Equipment**") to ensure that no untreated liquid waste from any type of operation, prohibited from being discharged directly into the storm drainage or sanitary system, will enter the storm drainage system or sanitary system of the Airport, and assures that no pollution of any type or any Hazardous Materials, as defined in Section 16. Hazardous Materials, will be discharged into the storm water system at the Airport and shall comply with the NPDEP in all respects and shall be held responsible for any such discharge either by Tenant or by any of Tenant's subtenants, agents, or employees, during the entire term of this lease. Any fine or cost of remedial action required of the Airport by any agency or agencies having jurisdiction there over, as a result of actions on or discharges from the Premises,

will be charged to Tenant, and Tenant shall immediately reimburse County for these costs upon demand.

Tenant is responsible for any unlawful discharge by Tenant, its officers, employees, agents, contractors, renters, guests or invitees during the entire term of this lease. Any fine or remedial action required of Lessor, by any agency or agencies having jurisdiction over the Airport, as a result of actions or discharges from the Premises by Tenant, its officers, employees, agents, contractors, renters, guests or invitees, will be charged to Tenant, and Tenant shall immediately reimburse Lessor for these costs upon demand.

18. Rules And Regulations: Tenant shall observe and obey all policies, rules, and regulations promulgated by Lessor's Board of Supervisors and any other government entities or agencies having jurisdiction over the Airport., but such policies, rules and regulations may not be discriminately applied to the Premises or Tenant.
19. Noise Ordinance: Tenant shall comply with County Ordinances 87-8 and 88-82, as amended, and all other rules and ordinances relating to noise standards at the Airport, as may be approved from time to time by the County Board of Supervisors, to the extent such ordinances and rules are specifically relevant to the operation of the Hotel on the Premises. Lessor shall cause all other Airport tenants to comply with such ordinances and rules.
20. Security: Lessor has no obligation to provide security to the Premises; provided, however, that the existing fence between the Premises and the Airport was installed by Lessor and Lessor shall maintain such fence in good condition and repair. Lessor agrees that the fence prevents unauthorized vehicular or pedestrian traffic between the Premises and the Airport. Notwithstanding the foregoing, to the extent Tenant has access to the Airport through such fence (i.e., via a gate), Tenant agrees that it will not allow parties within the control of Tenant to access the Airport through such fence, and to the extent Tenant makes any changes to the Premises (as permitted by the terms of this Lease) that may impact the existing fencing, Tenant shall ensure that there is no unauthorized pedestrian or vehicular access between the Premises and the aircraft operating area in compliance with FAA and Airport security Requirements. Tenant shall provide adequate lighting to provide for all-night illumination of the perimeter of all Tenant's Buildings on the Premises, including vehicular parking lots and pedestrian walkways surrounding the Premises. If at any time during the Term of this Lease additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over the Airport which would be applicable to the Hotel operating on the Premises, Tenant shall comply with said security requirements at Tenant's sole expense. If Airport is fined by FAA for a security violation caused by Tenant, Tenant shall immediately reimburse Lessor upon demand.
21. Indemnification: Tenant shall defend, hold harmless, and indemnify the Indemnitees (as defined below) from the liabilities defined in this Section 21, but in no event will Tenant's indemnification obligation extend to any Liabilities caused by any intentional or negligent act or omission by Lessor or its respective officers, employees, agents, or representatives.

- A. **“Indemnities”** means Lessor, its governing body, elective and appointive boards, commissions, officers, employees, representatives and agents.
  - B. **“Liabilities”** means any liability or claim for damage of any kind allegedly suffered, incurred because of an Act (as such term is defined below) and such liabilities include, but are not limited to personal injury, death, property damage, or any combination of these, and including the defense of any suits or actions at law or equity concerning these.
  - C. An **“Act”** means any intentional or negligent act or omission by Tenant or its officers, employees, agents, representatives, invitees, contractors, subtenants, renters or guests (each, a **“Tenant Party”**) with respect to the Premises or matters related thereto, or claimed to be attributable to a Tenant Party.
  - D. The terms set forth in this Section 21 are not conditioned or dependent on whether Tenant or Lessor has prepared, supplied, or approved any plans or specifications in connection with work performed pursuant to Section 12. Alterations and Additions, or Section 13. Maintenance, Repair and Storage, or whether there is insurance or other indemnification covering any such matters. This indemnification clause will survive any expiration or termination of this lease.
  - E. Notice. Tenant shall give Lessor prompt and timely notice of any claim made or suit instituted of which it has knowledge, and which could in any way directly, contingently or otherwise affect Lessor. In such a circumstance, both Tenant and Lessor have the right to participate in the defense of the claim or suit to the extent of their respective interests.
22. Insurance: Tenant shall procure and maintain, at its own cost and expense, at all times during the term of this lease, the following policies issued by insurance companies authorized to do business in California, with a financial rating of at least an A-status (unless otherwise stated below) as rated in the most recent edition of Best’s Insurance Reports:
- A. Commercial General Liability and Property Damage Insurance: Tenant shall obtain and maintain, owner, landlord, and tenant commercial general liability insurance with a financial rating of at least an A- or P status (pooled insurance coverage) covering and insuring all parties hereto (including naming Contra Costa County and its officers, agents, and employees as additional insureds under the policy or policies) with a minimum combined single limit coverage of \$3,000,000.00 for all damages due to bodily injury, sickness or disease, or death to any person and damage to property, including the loss of use thereof, arising out of each accident or occurrence arising out of Tenant’s leasehold interest in, or maintenance or use of, the Premises and all operations necessary or incidental thereto. Liability insurance will be factored periodically to maintain adequate coverage.



- B. Property and Fire Insurance: Tenant shall insure for fire and extended coverage risks all personal property, improvements, and alterations in, on, or about the Premises (excluding earthquake and flood). Such insurance must be in an amount equal to 100% of insurable, full replacement value of any improvements located on thereon, and include vandalism and malicious mischief endorsements. Such property insurance policies must contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder.
- C. Worker's Compensation: Tenant shall obtain workers' compensation insurance as required by law, covering all employees of Tenant, and such insurance shall be kept in force during the entire term of this lease.
- D. Form of Policies: Tenant shall cause all policies of insurance required by this Section to be in such standard form and written by such qualified insurance companies as is reasonably satisfactory to Lessor. Tenant shall provide evidence of such insurance to Lessor in the form of (i) a copy of the policies, and (ii) a duly executed certificate of insurance. All of such certificates shall name "Contra Costa County, its officers, agents, and employees" as additional insureds. To the extent available, said policy or policies or certificates shall contain a provision that written notice of policy lapses, cancellation or any changes thereto shall be delivered to Lessor no fewer than 30 days in advance of the effective date thereof.
23. Taxes: Tenant agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, and other charges that are levied and assessed upon Tenant's interest in the Premises, or upon Tenant's personal property installed or located in or on the Premises, by Contra Costa County and other legally authorized government authority. Tenant may pay any taxes and assessments under protest, without liability, cost or expense to Lessor, to contest the amount in good faith.
24. Inspection, Access and Notice: Subject to the next sentence, after giving written notice to Tenant 24 hours in advance, Lessor and its agents may enter and inspect the Premises and the Improvements, including the Hotel. Lessor acknowledges that the guests of the Hotel have a reasonable expectation of privacy while in their rooms and nothing in this lease gives the Lessor the right to enter a guest's hotel room without first satisfying applicable legal requirements. Lessor also has the right to serve or to post and to keep posted on the Premises, or on any part thereof, any notice permitted by law or this lease, including but not limited to a notice pursuant to Section 8444 of the Civil Code. Lessor is not liable in any manner for any inconvenience, disturbance, loss of business, or other damage arising out of Lessor's entry on the Premises as allowed in this Section unless Lessor's acts are negligent or constitute an illegal entry as to an occupied guest room. Lessor shall conduct the activities as allowed in this Section in compliance with applicable laws and in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant and Hotel guests, and does not materially interfere with access to or use of the Premises. Tenant shall provide an access gate through the Premises for emergency vehicles.

25. Assignment and Encumbrances: Tenant may not voluntarily sell, assign, sublet, transfer or encumber (each, a “**Transfer**”), its interest in this lease or in the Premises, or allow any other person or entity (except Tenant’s authorized representatives or customers/guests of the Hotel) to occupy or use all or any part of the Premises, without first obtaining Lessor’s written consent, which may not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing sentence, Lessor has the right to require financial and other information from a proposed assignee, sublessee, purchaser, transferee or other encumbering party (each, a “**Transferee**”), to make its decision, and Tenant shall assist Lessor in obtaining such information from any proposed Transferee. Any Transfer without Lessor’s prior written consent is voidable and, at Lessor’s election, constitutes a Default. Any consent to a Transfer does not constitute a further waiver of the provisions of this Section.

If Tenant is a corporation or a limited liability company, any (i) dissolution, merger, consolidation, or other reorganization of Tenant, or (ii) sale or other transfer of a controlling percentage of the capital stock or membership interests, as the case may be, of Tenant, or (iii) sale of 50% of the value of the assets of Tenant, will be deemed a voluntary assignment. The phrase “controlling percentage” means (a) in the case of a corporation, the ownership of, and the right to vote, stock possessing more than 50% of the total combined voting power of all classes of Tenant’s capital stock issued, outstanding, and entitled to vote for the election of directors and (b) in the case of a limited liability company, ownership of, and the right to vote, membership interests possessing more than 50% of the total combined voting interests of Tenant.

26. Surrender of Possession:

A. Improvements:

- i. Title to Improvements. Subject to subsection 26.A.iii below, title to all Improvements, including all alterations or additions thereto (including Unauthorized Additions), will remain in Tenant until the expiration, cancellation, or other earlier termination of this lease. Upon expiration, cancellation or other earlier termination of this lease, except as otherwise provided herein, title to all Improvements will automatically vest in Lessor and will remain on and will be surrendered with the Premises.
- ii. Surrender. Subject to subsection 26.A.iii below, within 30 days after the expiration, cancellation, or termination of this lease, Tenant shall surrender to Lessor the Premises and all Improvements, including alterations and additions, in good condition (ordinary wear and tear excepted). If Tenant fails to surrender the Premises to Lessor within the time frame required by this lease, Tenant shall defend, indemnify, and hold Lessor harmless from any and all claims, liability, costs, and damages resulting from Tenant’s failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant or renter.

iii. Unauthorized Additions. If (i) the Director of Airports determines that Tenant has not removed an Unauthorized Addition(s) that the Director of Airports had previously directed Tenant to remove in accordance with Section 12.B., or (ii) the Director of Airports was not made aware of the existence of the Unauthorized Addition(s) and, therefore, did not have an opportunity to direct Tenant to remove the Unauthorized Addition(s) in accordance with Section 12.B, and (iii) the Director of Airports elects to decline to take title to such Unauthorized Addition(s), the Director of Airports will notify Tenant in writing as soon as practicable following such election. Tenant shall cause the Unauthorized Addition(s) to be removed above ground level not later than 30 days after the expiration, cancellation, or termination of this lease, or such other date that is agreed upon by Tenant and Lessor. If Tenant fails to remove the Unauthorized Additions as required by this lease, Lessor may remove the Unauthorized Additions at Tenant's expense, and, upon written demand by Lessor, Tenant shall immediately reimburse Lessor, in full, for all of the reasonable and actual costs and expenses incurred by Lessor in removing the Unauthorized Additions.

B. Personal Property:

- i. Title to Personal Property. Title to personal property belonging to Tenant will remain in Tenant at all times during the term of this lease, and Tenant has the right at any time to remove any or all of its personal property from the Premises, provided that upon any such removal, Tenant shall repair, at Tenant's expense, any damage resulting therefrom and shall leave the Premises in a broom clean condition.
- ii. Failure to Remove Personal Property. If Tenant fails to remove any personal property from the Premises within 30 days after the expiration, cancellation, or termination of this lease, such personal property may be removed by Lessor at Tenant's expense by charging such expense to the Security Deposit. If the cost to remove personal property from the Premises exceeds the amount of the Security Deposit, then Tenant shall reimburse Lessor the difference between Lessor's cost and the amount of the Security Deposit, immediately upon receipt of Lessor's written demand therefor.

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

27. Default: The occurrence of any of the following is a "**Default**" by Tenant:

- A. Tenant's failure to pay any Rent or other charges when due if the failure continues for 30 days after such payment is due. Notwithstanding the foregoing, failure to pay any Rent or other charges when due twice in any twelve-month period is a Default without further notice from Lessor.

- B. Tenant's failure to undertake such reasonable maintenance of the Premises as directed by the Director of Airports, if the failure continues for 30 days after notice of any reasonably required maintenance has been given to Tenant or if more than 30 days is required to complete such maintenance so long as Tenant commences to cure the default within the 30-day period and diligently pursues the cure to completion.
- C. Tenant's failure to cure a safety hazard impacting the Airport immediately upon notice from Lessor to do so. If, in the sole discretion of the Director of Airports, the required cure of the noticed safety hazard cannot be completed within 24 hours, Tenant is not in Default of this lease if Tenant commences to cure the failure within the 24-hour period and diligently and in good faith continues to cure the Default as soon as reasonably possible.
- D. Tenant's failure to provide any instrument or assurance or estoppel certificate required by this lease if the failure continues for five business days after written notice of the failure from Lessor to Tenant.
- E. Tenant's failure to perform any other obligation under this lease or any other deemed default under this lease if the failure continues for 30 days after written notice of the failure from Lessor to Tenant. If, in the sole discretion of the Director of Airports, the required cure of the noticed default cannot be completed within 30 days, Tenant is not in Default of this lease if Tenant commences to cure the Default within the 30-day period and diligently and in good faith continues to cure the Default to completion.
- F. The committing of waste on the Premises, including any intentional act by Tenant to harm the Premises, which is incapable of being cured within the cure period described in Section 27 B. above.
- G. Tenant's failure to comply with any of the provisions of Section 33, Non-Discrimination.
- H. To the extent permitted by law:
  - i. A general assignment is given by Tenant or any guarantor of the Lease for the benefit of creditors.
  - ii. The filing by or against Tenant or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within 60 days of its filing.
  - iii. The appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor unless possession is unconditionally restored to Tenant or that guarantor within 30 days and the trusteeship or receivership is dissolved.

- iv. Any execution or other judicially authorized seizure of all or substantially all of the assets of Tenant located on the Premises, or of Tenant's interest in this lease, unless that seizure is discharged within 30 days.

28. Lessor's Remedies: Lessor has the following remedies upon the occurrence of a Default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law:

- A. Lessor may terminate this lease and Tenant's right to possession of the Premises at any time. No act by Lessor other than giving written notice to Tenant shall terminate this lease. Lessor's acts of maintenance, efforts to re-let the Premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this lease do not constitute a termination of Tenant's right to possession and Lessor has a duty to mitigate any damages it may suffer due to Tenant's Default. Upon termination of this lease, Lessor has the right to recover from Tenant:
  - i. The worth at the time of the award, of the unpaid Rent that had been earned at the termination of this lease.
  - ii. The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided.
  - iii. Subject to Civil Code section 1951.2(c), the worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the lease term after the time of award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided.
  - iv. Any other amount, and court costs, necessary to compensate Lessor for all detriment proximately caused by Tenant's Default.

"The worth, at the time of the award," as used in (i) and (ii) of this Section, is to be computed by allowing interest at the rate of ten percent per annum or the maximum rate permitted by law, whichever is less. "The worth, at the time of the award," as used in (iii) of this Section, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent.

- B. Lessor, at any time after the occurrence of a Default described in Section 27.B, can cure the Default at Tenant's cost, provided Tenant has failed to cure such Default within the 30-day notice period described in Section 27.B.
- C. Lessor, at any time after the occurrence of a Default described in Section 27.C, can cure the Default at Tenant's cost, provided Tenant has failed to cure such Default within the 24-hour notice period described in Section 27.C or fails to diligently and in good faith continue to cure the Default as soon as reasonably possible.



- D. If Lessor at any time, by reason of Tenant's Default, pays any sum to cure a Default or does any act that requires the payment of any sum, the sum paid by Lessor will be due from Tenant to Lessor within 30 days from the time the sum is paid, following written notice by Lessor to Tenant of the amount due. If such amount is not paid within 30 days of the notice, the amount due will bear interest at the rate of ten percent per annum or the maximum rate permitted by law, whichever is less, from the date the sum is paid by Lessor until Lessor is completely reimbursed by Tenant. The amount due from Tenant, together with interest accrued thereon, is Additional Rent.
29. Destruction: Tenant shall promptly notify Lessor in writing of any damage or destruction to any or all of the Hotel (a "**Casualty**").
- A. Twenty Percent or Less. In the event of a Casualty valued at 20% or less of the then-replacement value of the Hotel, Tenant shall repair the damage to the Hotel and no rent abatement will apply.
- B. Greater than Twenty Percent. In the event of a Casualty valued in excess of 20% of the then-replacement value of the Hotel, Tenant has the option to either (i) terminate this Lease, provided Tenant assigns to Lessor all insurance proceeds arising from the Casualty that remain after any required payment to the Mortgagee, as defined in Section 32 – Financing of Leasehold Estate, pursuant to an express provision of the Leasehold Mortgage, as defined in Section 32 below, or (ii) repair the Hotel to a condition that is substantially the same as the one that existed immediately before the Casualty. Tenant shall give written notice of its election to Lessor within 30 days after the Casualty. If Tenant elects to terminate, the termination will be effective as of the date of Tenant's notice to Lessor. If Tenant elects to rebuild, Tenant is entitled to a proportionate reduction of Ground Rent (i) while repairs are being made, or (ii) for three months, whichever is less, unless Tenant is compensated by insurance for rent due Lessor, in which case no rent abatement will apply. The proportionate reduction in Ground Rent will be calculated by multiplying the monthly Ground Rent by a fraction, the numerator of which is the number of square feet of the Hotel that are unusable by the Tenant and the denominator of which is the total square feet in the Hotel.
- i. If Tenant elects to repair the Hotel, Tenant will have 180 days to commence repair or restoration and shall diligently pursue the completion of the repair or restoration.
- ii. If Tenant elects to terminate this lease in accordance with this Section 29 and insurance proceeds are paid to Lessor, after Lessor either (i) completes repairs that return the Hotel to the condition that existed immediately prior to the Casualty, or (ii) demolishes the Improvements and removes the debris, any remaining insurance proceeds will belong to the Tenant.

30. Condemnation:

- A. If the whole or any part of the Premises is taken as a result of the exercise of the power of eminent domain or is conveyed to any entity having such power under threat of exercise thereof (both such actions being hereinafter referred to as “**Condemnation**”), this lease will automatically terminate as to the portion taken as of the date physical possession is taken by the condemnor. The value of any damages to the remainder of the Premises sustained by Tenant and Lessor as a result of a Condemnation action will be determined by a court of law or by negotiation and agreement with the condemnor.
- B. If the remaining part of the Premises is not reasonably suitable for the use described in Section 9, Use of Premises, as reasonably determined by Tenant, this lease may be terminated by either Lessor or Tenant through written notice to the other party within 30 days of the condemning agency’s adoption of a resolution of necessity (or such agency’s equivalent determination), to condemn the whole or any portion of the Premises. If a Condemnation takes (i) 25% or more of the Premises, or (ii) the portion of the Premises providing Tenant access to the Site Improvements, Tenant may terminate this lease by providing Lessor written notice within 30 days of the condemning agency’s adoption of a resolution of necessity (or such agency’s equivalent determination), to condemn such portion of the Premises. If the remaining part of the Premises is reasonably suitable for the operation of the business described in Section 9, as reasonably determined by Tenant, this lease will continue in full force and effect as to such remaining part. If this lease is not terminated as of the date of such Condemnation, Rent will be reduced to an amount equal to the product of (i) the then-current Rent multiplied by (ii) a fraction, the numerator of which is the number of square feet of the Premises remaining after such Condemnation, and the denominator of which is the number of square feet of the Premises prior to such Condemnation.

In the event that all or any part of the Premises is taken by Condemnation or conveyed in lieu thereof, both parties have the right to pursue a condemnation award against the condemning agency. To the extent allowed by law, Tenant is entitled to any award for lost business, the residual value of its leasehold interest, moving expenses, and the depreciated value of any fixtures or property improvements installed and not removed by Tenant. Lessor is entitled to all other amounts awarded, including but not limited to, all amounts awarded for land value. No claim made by or payment to Tenant will diminish or otherwise adversely affect Lessor’s award. Provided the Lessor is not the condemning agency, Tenant will not have, and may not make, any claim against Lessor for any loss, damage or other matter arising out of any Condemnation.

31. Cancellation by Lessor: If Lessor requires the Premises for purposes other than the operation of a hotel and related activities, Lessor may terminate this lease with not less than 12 months’ prior written notice (the “**Material Change Termination Option**”). The written notice provided by Lessor will specify the date on which the lease will

terminate (the “**Termination Date**”). The Termination Date may not be sooner than the 25th anniversary of the Effective Date.

If Lessor exercises its Material Change Termination Option, Lessor shall pay Tenant an amount equal to (i) the value of Tenant’s remaining interest in the Premises based on the fair market value of the remaining term of the lease and any other relevant factors, and (ii) the then-existing fair market value of the Site Improvements (the “**Termination Value**”). Payment of the Termination Value is due within ten days of the earlier to occur of (i) the Termination Date and (ii) Tenant’s satisfaction of its obligation to maintain the Premises in a first-class condition, in accordance with Section 13.A. above.

Tenant has no right to recover the value of its Improvements in the event the lease is terminated as a result of Tenant’s Default or for any reason other than as specified in this Section.

32. Financing of Leasehold Estate:

- A. Tenant’s Right to Encumber. Subject to the conditions set forth below, Tenant may, at any time, encumber, at its discretion, all or any portion of its interest in the Lease, the leasehold estate, and the Improvements by mortgage (a “**Leasehold Mortgage**”). Tenant may have no more than two Leasehold Mortgages outstanding at any time. Any Leasehold Mortgage will be subject and subordinate to all rights and interests of Lessor and will be a lien only on Tenant’s interests in and to this lease and the leasehold estate and will not be a lien on Lessor’s fee interest in the Premises or reversionary interest in the Improvements. Any Leasehold Mortgage is subject to the terms and provisions of this lease and the holder of the Leasehold Mortgage (each, a “**Mortgagee**”), or anyone claiming by, through or under the Mortgagee, will not, by virtue of the Leasehold Mortgage, acquire any greater rights hereunder than Tenant has under this lease. Tenant shall deliver to Lessor copies of all documents recorded to evidence any and all Leasehold Mortgages and all notices of default received by Tenant from a Mortgagee. Tenant shall also cause any Mortgagee to deliver copies of default notices to Lessor, simultaneously upon mailing to Tenant.
- B. Tenant’s Obligations. Tenant covenants and agrees to pay the indebtedness secured by a Leasehold Mortgage when the same becomes due and payable and to perform, when such performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under a Leasehold Mortgage.
- C. Rights of Mortgagee. A Mortgagee may enforce its rights under its Leasehold Mortgage and acquire title to the Tenant’s leasehold estate in any lawful way. Subject to this lease, including without limitation, the “Use of Premises” and “Rent” provisions hereof, and all other terms, provisions and conditions of this lease, upon foreclosure of such Leasehold Mortgage and the Director of Airports’ receipt of a copy of the final judgment confirming the sale, the successor in interest may take possession of that portion of the leasehold estate subject to the

Leasehold Mortgage. During such time as the Mortgagee or any successor in interest is the owner and holder of the leasehold estate and Tenant's interest hereunder, whether by foreclosure or otherwise, such interests are subject to all of the terms, conditions and provisions of this lease.

- D. Notice to Mortgagee. So long as Tenant or Mortgagee has provided Lessor with Mortgagee's address for notices, Lessor shall provide Mortgagee with a copy of any notice of Default served upon Tenant by Lessor. Lessor agrees that if Tenant fails to cure such Default within the time provided for in this Lease, then the Mortgagee may have the following additional times to cure:
- i. as to any Rent and other sums payable hereunder, within 30 days after written notice from Lessor to Mortgagee that Tenant has not cured such default within the applicable cure period provided in this Lease; and
  - ii. as to all other defaults which are susceptible to cure by Mortgagee by performance, within 30 days after the later of (a) the date Mortgagee receives written notice from Lessor of such default or (b) the last day that Tenant is given to remedy or cause to be remedied the defaults complained of, or, if within such period such default cannot be cured, to commence to so cure within such 30 day period and thereafter diligently and continuously proceed therewith to completion; provided that, with respect to such other defaults under this subclause (b) which cannot be cured by Mortgagee without obtaining possession of the Premises, then Mortgagee's time to cure the default will not start until it obtains possession of the Premises so long as Mortgagee, within 60 days after receiving notice of such default, commences formal legal proceedings to obtain such possession and thereafter prosecutes such proceedings diligently and so long as Mortgagee or a wholly owned subsidiary or affiliate of Mortgagee has cured by payment and performance all other defaults then or thereafter existing.
- E. Notice of Compliance. Upon written request by Tenant, Lessor shall execute, acknowledge, and deliver to Tenant or to any Mortgagee, a written statement stating (i) whether the Lease is unmodified and is in full force and effect, and if modified, whether the modified Lease is in full force and effect, and stating the nature of the modification, (ii) whether Lessor is aware of any Default by Tenant in the performance or observance of any term or condition of this lease, (iii) whether any notice has been given to Tenant of any Default that has not been cured (and, if so, specifying the nature of the Default) and (iv) any other information reasonably requested of Lessor.
- F. No Modifications. Notwithstanding anything contained in this lease to the contrary, so long as there exists an unpaid Leasehold Mortgage on the leasehold estate of Tenant which Lessor has been notified of in accordance with the provisions of this lease, this lease may not be modified, amended or altered in any respect and Lessor may not accept a voluntary surrender of the Premises or a

cancellation of this lease (provided Leasehold Mortgagee timely remedies any default and keeps this lease current, all as provided above) prior to the expiration or sooner termination thereof, without the prior written consent of Leasehold Mortgagee, not to be unreasonably withheld, conditioned or delayed in the case of a proposed amendment or modification, and which may be withheld in Leasehold Mortgagee's sole and absolute discretion in the case of a voluntary surrender or cancellation.

- G. No Merger. So long as any debt secured by a Leasehold Mortgage in compliance with the provisions hereof remains unpaid and provided the Mortgagee timely remedies any Default and keeps the monetary obligations due under this lease current, all as provided above, unless Mortgagee otherwise consents in writing, the fee title to the Premises and the leasehold estate in the Premises may not merge but are to be kept separate estates, notwithstanding the union of such estates either in Lessor or in Tenant or in a third party by purchase or otherwise.
- H. Modifications Requested by Lender. From time to time during the Term, Lessor agrees to enter into proposed amendments to this lease reasonably requested by a Mortgagee and approved by Lessor in its reasonable discretion; provided, such changes may not: (a) affect Lessor's rights or Tenant's obligations under this lease; (b) increase any of Lessor's obligations hereunder; (c) affect the Rent to be paid hereunder; or (d) affect the use restrictions set forth in this lease in any material respect. As a condition to entering into any such modifications, Tenant shall pay all of reasonable Lessor's attorneys' fees and costs in connection with such proposed amendment.
- I. Foreclosure. In no event will Lessor's consent be required for a Mortgagee to foreclose on the Leasehold Mortgage or for Mortgagee to effect a transfer or assignment in lieu of foreclosure to itself or an affiliate (which Mortgagee may cause Tenant to enter into). If at any time during the term of this lease, the Mortgagee succeeds to Tenant's interest in the lease by foreclosure or otherwise, the Mortgagee will be subject to the terms and provisions of this lease, including, without limitation, the obligation to pay Rent as and when due. After acquiring Tenant's rights by foreclosure or by transfer in lieu of foreclosure, Mortgagee will continue to be liable for perform Tenant's obligations under this lease, including those accruing and arising prior to the conclusion or consummation of such foreclosure or other transfer, until the Mortgagee transfers or assigns the leasehold estate as permitted by this lease. In no event will a Leasehold Mortgagee acquire greater rights or interest than Tenant has under this lease.
- J. New Lease. In addition, if the lease terminates for any reason, including without limitation a default by Lessee thereunder or rejection of the lease in any bankruptcy proceeding without full satisfaction of the Leasehold Mortgage, and within 30 days after such termination, Mortgagee, by written notice, requests Lessor to enter into a new lease of the Premises, then Lessor shall enter into a new lease with Mortgagee (or its nominee, subject to Lessor's prior written consent,



which consent shall not be unreasonably withheld) within 30 days after the giving of the written notice by Mortgagee, except that Mortgagee shall continue to keep all rent and other sums payable under the this lease current and abide by all other terms of this lease up to the effective date of the new lease.

33. Non-Discrimination:

- A. Tenant hereby covenants and agrees: (i) that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of the Premises on the grounds of race, color, sex, or national origin; (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, sex, or national origin; and (iii) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as such regulations may be amended.
- B. In the event of a breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this lease and to re-enter and repossess the Premises and the facilities thereon. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of any appeal rights.
- C. Tenant shall furnish its accommodations and services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- D. Noncompliance with subsection C above constitutes a material breach thereof and, in the event of such noncompliance, Lessor has the right to terminate this lease without liability therefor or, at the election of Lessor or the United States, either Lessor or the United States government, or both have the right to judicially enforce the provisions of this subsection D.
- E. Tenant agrees that it shall insert the above subsections A through E in any sublease agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations or services, or both to the public on the Premises.
- F. In the event Tenant employs anyone on the Premises or in connection with its activities on the Premises, Tenant assures that it will undertake an Affirmative Action program (as such term is defined by 14 CFR Part 152, Sub-part E (“**Sub-part E**”)), as required by Sub-part E to ensure that no person is excluded from participating in any employment activities covered by Sub-part E on the grounds

of race, creed, color, national origin, or sex. Tenant assures Lessor that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Sub-part E. Tenant assures Lessor that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake Affirmative Action programs, and that they will require assurances from their suborganizations, as required by Sub-part E, to undertake the same effort.

34. Operation of Airport by Lessor:

- A. Aviation Hazards: Lessor shall take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, including preventing Tenant from constructing, or permitting the construction of, any building or other structure on the Premises that, in the opinion of Lessor or the Federal Aviation Administration, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- B. Navigational Aids: Lessor reserves the right during the term of this lease, during any renewal and/or extension or holdover period thereof to install air navigational aids including lighting, in, on, over, under, and across the Premises, subject to Tenant's reasonable review and approval of same. In the exercise of any of the rights hereof, Lessor shall give Tenant no less than 90 days written notice of its intention to install such air navigational aids and shall negotiate in good faith with Tenant as to the location and operation of same. In no event may the navigational aids disturb or interfere with the operation of the Hotel, and if they do, it will be deemed a taking requiring compensation to Tenant. Following installation, Lessor is responsible for the maintenance and operation of such equipment in a manner that does not disturb or interfere with the operation of the business on the Premises.

35. Airport Use and Development:

- A. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance.
- B. Lessor reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities at the Airport.
- C. This lease is subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, including but not limited to the Federal Aviation Administration, relative to the development, operation, and maintenance of the Airport.
- D. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace

above the surface of the Premises. This public right of flight includes the right to cause in said airspace all noise inherent in the operation of any aircraft used for navigation or flight through said airspace, and all noise inherent in landing at, taking off from, and operations at the Airport.

36. Development of Premises:

- A. Tenant shall comply with any applicable notification and review requirements covered by 14 CFR Part 77 of the Federal Aviation Regulations in connection with any modification or alteration to an existing building on the Premises and in connection with the construction, modification or alteration of any building or structure constructed on the Premises in the future.
- B. Tenant may not cause or permit the construction of any structure or object, or the growth of any tree on the Premises, to exceed the established height contours. In the event the aforesaid covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at Tenant's sole cost and expense.
- C. Tenant may not use or develop the Premises in any manner that might interfere with or otherwise constitute a hazard to the landing and taking off of aircraft from the Airport or otherwise constitute a hazard (an "**Interference Hazard**"). Upon learning of any Interference Hazard, Lessor may enter upon the Premises and cause the abatement of such Interference Hazard at the sole cost and expense of Tenant.
- D. Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. § 40103) or to consent to future construction, modification or alteration.
- E. This lease and all of its provisions are subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport by the United States during a time of war or national emergency.

37. Instrument of Transfer: This lease is subordinate and subject to the provisions and requirements of the Instrument of Transfer by and between the United States and County dated the 9th day of October 1947, and recorded in Book 1137 at page 114 of Official Records of Contra Costa County, California.

38. Choice of Law: This lease is governed by the laws of the State of California.

39. Notices: Any and all notices to be given under this lease, or otherwise, may be served by enclosing same in a sealed envelope addressed to the party intended to receive the same, at its address set forth below, and deposited in the United States Post Office as certified

mail with postage prepaid. When so given, such notice will be effective from the third date of its mailing. Notices may also be given via a reputable overnight courier service, effective on the next business day following delivery of the notice to the courier service for next day business delivery. Unless otherwise provided in writing by the parties hereto, the address of Lessor and Tenant and the proper party to receive any notices on their behalf are:

County: Director of Airports  
Contra Costa County Airports  
550 Sally Ride Drive  
Concord, CA 94520-5550

Tenant: Dale Village Apartment Company  
c/o Concord Plaza Hotel  
45 John Glenn Drive  
Concord, CA 94520  
Attention: General Manager

With Copy to: Concord Plaza Hotel  
c/o Hunt Pacific Management Corporation  
26 Corporate Plaza Drive, Suite 270  
Newport Beach, CA 92660  
Attention: David L. Warner

40. Time is of the Essence: Time is of the essence for each provision of this lease.
41. Binding on Successors: The terms of this lease inure to the benefit of and bind the heirs, successors, executors, administrators and assigns of the parties hereto, subject to the limitations on assignment of this lease.
42. Invalid Provisions; Severability: It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, such invalidity does not invalidate any other covenant, condition or provision of this lease, provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Tenant in their respective rights and obligations contained in the valid covenants, conditions and provisions of this lease.
43. Entire Agreement: This lease and all exhibits (which are incorporated herein and made a part of this lease by this reference) referred to in this lease constitute the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior or contemporaneous understandings or agreements of the parties. No alterations or variations of this lease are valid unless they are in writing and signed by Lessor and Tenant.
44. Cumulative Rights and Remedies: The rights and remedies with respect to any of the terms and conditions of this lease are cumulative and not exclusive and are in addition to

all other rights and remedies at law or in equity. Each right or remedy shall be construed to give it the fullest effect allowed in law.

45. No Third-Party Beneficiaries: Nothing in this lease, express or implied, is intended to confer on any person, other than Lessor and Tenant and their respective successors-in-interest, any rights or remedies under or by reason of this lease.
46. No Continuing Waiver: The waiver by Lessor of any breach of any of the terms or conditions of this lease does not constitute a continuing waiver or a waiver. The receipt by Lessor of any Rent with knowledge of the breach of any term or condition of this lease may not be deemed to be a waiver by Lessor, unless such waiver is specifically expressed in writing by the Director of Airports. No payment by Tenant or receipt by Lessor of a lesser amount than specified in this lease may be deemed to be other than a payment on account of such Rent and may not be deemed to be a waiver of notice of termination and of forfeiture of this lease.
47. Covenant Against Liens; Recordation Against Premises: Neither Tenant nor Lessor may permit any mechanic's, materialman's, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Premises, or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged; provided however, that either party may contest any such lien, so long as the enforcement thereof is stayed.
48. Force Majeure: In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, public health crises, pandemics, government shutdown order, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will Lessor be required to agree to cumulative delays in excess of 180 days.
49. Lease Authorization: This lease is made and entered into by Lessor in exercise of authority as recognized in Section 25536 of the Government Code of the State of California.

[Remainder of Page Intentionally Left Blank]



50. Drafting Conventions: The section headings and captions of this lease are, and the arrangement of this lease is, for the sole convenience of the parties to this lease. The section headings, captions, and arrangement of this lease do not in any way affect, limit, amplify or modify the terms and provisions of this lease.

The lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this lease and their counsel have read and reviewed this lease and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this lease. The definitions in this lease apply equally to both singular and plural forms of the terms defined.

If any date specified in this lease as a date for taking action falls on a day that is not a business day, then that action must be taken on the next business day.

Tenant hereby represents and warrants that it is a limited liability company duly organized and validly existing under the laws of the State of California.

The parties are signing this lease as of the Effective Date.

**LESSOR**

**TENANT**

**CONTRA COSTA COUNTY**, a political  
Subdivision of the State of California.

**DALE VILLAGE APARTMENT  
COMPANY, LP**

By \_\_\_\_\_  
Greg Baer  
Director of Airports

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Beth Lee  
Assistant Director of Airports

**APPROVED AS TO FORM:**

By Thomas L. Geiger, Chief Assistant County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus,  
Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PORTIONS OF RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

PARCEL ONE:

Commencing at the point on intersection of the center line of Concord Avenue and the proposed center line of Meridian Park Boulevard, as said center lines are shown on Map of Subdivision 3258, filed April 28, 1965 in Book 104 of Maps, at Page 1, Official Records of said County; thence from point of commencement along the center line of the proposed northwesterly extension of Meridian Park Boulevard, north  $40^{\circ}28'23''$  west, 53.34 feet to the northwest line of said Concord Avenue; thence along said northwest line, being parallel to and 52 feet, right angle measurement, from said center line ("L2" Line) of Concord Avenue, north  $62^{\circ}23'00''$  east, 209.01 feet to the true point of beginning; thence from said point of beginning continuing along said parallel and northwest line of Concord Avenue north  $62^{\circ}23'00''$  east, 701.86 feet to a tangent curve to the left having a radius of 20.00 feet; thence leaving the northwest line of Concord Avenue along said tangent curve, through a central angle of  $90^{\circ}00'00''$ , an arc distance of 31.42 feet to the west line of the County Road known as John Glenn Drive; thence along said west line north  $27^{\circ}37'00''$  west, 216.00 feet and northeasterly along a tangent curve to the right having a radius of 234.36 feet, through a central angle of  $32^{\circ}07'06''$  an arc distance of 131.38 feet to the southeast corner of the parcel of land described in the lease by and between Contra Costa County, as Lessor, and Pacific States Aviation, Inc., as Lessee, dated February 19, 1963, on file in the Office of the Clerk of the Board of Supervisors of said County; thence leaving said west line of John Glenn Drive along the southerly line of said parcel of land leased to Pacific States Aviation, north  $85^{\circ}29'54''$  west, 249.01 feet to the southwest corner of said lease parcel; thence south  $24^{\circ}28'42''$  west, 466.12 feet; thence south  $62^{\circ}23'00''$  west, 217.46 feet; thence south  $27^{\circ}37'00''$  east, 72.00 feet; thence along the arc of a non-tangent curve concave to the northeast having a radius of 135.00 feet to which beginning of curve from which a radial bears north  $51^{\circ}55'31''$  east; thence southeasterly along said curve through a central angle of  $35^{\circ}12'52''$ , an arc distance of 82.97 feet; thence non-tangent from last said curve south  $27^{\circ}37'00''$  east, 62.59 feet to the trust point of beginning.

PARCEL TWO:

Commencing at the point on intersection of the center line of Concord Avenue and the proposed center line of Meridian Park Boulevard, as said center lines are shown on Map of Subdivision 3258, filed April 28, 1965 in Book 104 of Maps, at Page 1, Official Records of said County; thence from point of commencement along the center line of Concord Avenue, south  $62^{\circ}23'00''$  west, 2.03 feet; thence leaving said center line of Concord Avenue along the Monument line of the northwesterly extension of Meridian Park Boulevard, north  $40^{\circ}28'23''$  west, 184.08 feet;

thence north 30°28'30" west, 45.00 feet to the true point of beginning of the following described parcel of land; thence from said true point of beginning, continuing north 30°28'30" west, 22.11 feet; thence north 24°28' 42" east, 155.60 feet; thence south 65°31 '18" east 55.07 feet; thence north 62°23'00" east, 211.49 feet; thence north 24°28'42 east, 460.86 feet; thence south 85°29'54" east, 69.16 feet to the most northerly corner of the parcel of land described in Exhibit "A" in the Lease by and between Contra Costa County, as Lessor, and Concord Properties ( a General Partnership), as Lessee, recorded September 29, 1971 in Book 6487 of Official Records at Page 216, Records of said County; thence along the northwesterly and northerly lines of said Lease (6487 OR 216); south 24°28'42" west, 466.12 feet; thence south 62°23'00" west, 338.57 feet; thence south 24°28'42" west, 47.62 feet; thence southerly along a tangent curve concave to the east having a radius of 20.00 feet, through a central angle of 83°45'54", an arc distance of 29.24 feet, to a point of cusp with a tangent curve concave to the south having a radius of 45.00 feet; thence westerly along said curve through a central angle of 61 °11 '18", an arc distance of 48.06 feet to the true point of beginning.

#### PARCEL THREE:

Commencing at the point on intersection of the center line of Concord Avenue with the proposed center line of Meridian Park Boulevard, as said center lines are shown on Map of Subdivision 3258, filed April 28, 1965 in Book 104 of Maps, at Page 1, Official Records of said County; thence from point of commencement along the center line of the proposed northwesterly extension of Meridian Park Boulevard, north 40°28'23" west, 53.34 feet to the northwesterly right of way line of said Concord Avenue; thence along said northwesterly line being parallel with and 52.00 feet northwesterly measured at right angles, from said center line of Concord Avenue north 62°23'00" east, 65.77 feet; thence continuing along said parallel and northwesterly line of Concord Avenue, north 62°23'00" east, 143.24 feet; thence north 27°37'00" west, 62.21 feet to the true point of beginning of the following described parcel of land from which point a radial line of a non-tangent curve concave to the northeast, having a radius of 135.00 feet, bears north 16°42'39" east; thence from said true point of beginning along said curve, through a central angle of 35°12'52", an arc distance of 82.97 feet; thence, non-tangent to said curve north 27°37'00" west, 72.00 feet to a point which shall hereinafter be referred to as Point "A", being on the southeasterly line of the above described Parcel Two; thence along said southeasterly line south 62°23'00" west, 50.67 feet; thence 40°37'00" east, 100.00 feet; thence south 82°37'04" east, 81.20 feet to the true point of beginning.

#### PARCEL FOUR:

Commencing at the point on intersection of the center line of Concord A venue with the proposed center line of Meridian Park Boulevard, as said center lines are shown on Map of Subdivision 3258, filed April 28, 1965 in Book 104 of Maps, at Page 1, Official Records of said County; thence from said point of commencement along the center line of the northwesterly extension of Meridian Park Boulevard, north 40°28'23" west, 53.34 feet to the northwesterly right of way line of said Concord Avenue; thence along said northwesterly line being parallel with and 52.00 feet northwesterly measured at right angles, from said center line of Concord Avenue north 62°23'00" east, 65.77 feet to the true point of beginning of the following described

parcel of land; thence from said true point of beginning continuing along said parallel and northwesterly line of Concord Avenue, north  $62^{\circ}23'00''$  east, 143.24 feet; thence north  $27^{\circ}37'00''$  west, 62.61 feet; thence north  $82^{\circ}37'04''$  west, 81.30 feet; thence north  $40^{\circ}37'00''$  west, 100.00 feet to a point which shall hereinafter be referred to as Point "B"; thence south  $62^{\circ}23'00''$  west, 20.44 feet; thence south  $24^{\circ}28'42''$  west, 47.62 feet; thence southerly along a tangent curve concave to the east having a radius of 20.00 feet, through a central angle of  $83^{\circ}45'54''$ , an arc distance of 29.24 feet to a point on the northeasterly line of said northwesterly extension of Meridian Park Boulevard from which point a radial line of a reverse curve concave to the southwest, having a radius of 45.00 feet, bears south  $30^{\circ}42'40''$  west; thence along said northeasterly line as follows: southeasterly along said reverse curve, through a central angle of  $53^{\circ}54'38''$ , an arc distance of 42.34 feet, southerly along a reverse curve concave to the east, having a radius of 10.00 feet, through a central angle of  $35^{\circ}05'49''$ , an arc distance of 6.13 feet; tangent to said curve, south  $40^{\circ}28'23''$  east 75.26 feet and easterly along a tangent curve concave to the north, having a radius of 40.00 feet, through a central angle of  $77^{\circ}06'37''$ , an arc distance of 53.86 feet to the true point of beginning.

Bearings used in the above description are based on the California Coordinate System, Zone III taken on the Monument Line of Concord Avenue bearing of north  $62^{\circ}23'00''$ , east as shown on that certain Parcel Map M.S. 21-77 filed for Record on June 6, 1977 in Book 55 of Parcel Maps at Page 12, Official Records of Contra Costa County.

## EXHIBIT B

### Potential Capital Improvements

<b>Site / Building Exterior: Estimated Capital Improvement Spend \$1,700,000</b>	
<b>Site, Parking Areas, Drive Aisles, and Sidewalks</b>	
1.	Retain the services of a Marriott-recommended, licensed architect to renovate exterior elements as required by this conversion scope.
2.	Clean and power wash sidewalks.
3.	Replace stamped concrete in the drive aisle at the main hotel entrance/porte cochere.
4.	Employ an acoustical consultant to assess the impact of the nearby airport (maximum acceptable hourly equivalent noise levels in guestrooms are 45 dBA during the day and 40 dBA at night). Submit the results of the acoustical survey, in addition to a recommended action plan to mitigate these conditions.
5.	Replace damaged concrete curbs and sidewalks.
6.	Repave and restripe parking lot.
7.	Provide/replace seating and decorative trash receptacle(s) at building entrances.
8.	Remove non-permanent structures (sheds, storage containers) from the site.
9.	Replace dumpster enclosure to match the new design of the building.
<b>Exterior Lighting</b>	
10.	Provide a photometric study of existing site lighting and submit a plan with revisions to conform to brand standards.
11.	Connect exterior and building lighting systems to photo cell sensors with time clock back-up.
12.	Provide bollard light fixtures to illuminate walkways.
13.	Replace exterior sconces and building-mounted light fixtures.
<b>Landscaping</b>	
14.	Design and implement a comprehensive landscaping plan for the site. Submit proposed plan for review and approval.
15.	Prune plants and manicure planting beds. Remove dead and misshapen plants.
<b>Outdoor Patio / Courtyard / Terrace</b>	
16.	Provide a small outdoor transitional seating area adjacent to the hotel entrances.
17.	Provide a permanent masonry fire pit or similar features.
<b>Site &amp; Building Signage</b>	
18.	Replace exterior building and site signs. Signs shall be designed and provided by a franchisor-approved sign vendor.
19.	Provide exterior and interior wayfinding signage.
<b>Architectural / Building Envelope / Main Entry / Porte Cochere</b>	
20.	Re-concept the building exterior and porte cochere. Develop a custom design concept inspired by the brand's current generation exterior architectural features, materials, and color palette.
21.	Provide architectural trim or other treatments on the building exterior to provide greater surface variation.
22.	Verify condition of windows and doors and reseal, repair, or replace any damaged units.
23.	Provide insect screens for guest room windows.
24.	Replace balcony railings and replace with glass, steel cable, or similarly upgraded handrail design.
25.	Remove canopy from the over the guestroom window within the atriums area.
26.	Provide a permanent structured overhang over all exterior doors to protect guests from inclement weather.
27.	Reimage the porte cochere by reducing the massing and incorporating finishes to compliment the interior architecture finishes. The under-structure and support columns may be salvageable.
28.	Provide a vestibule at the main entry area.



**Building Interior: Estimated Capital Improvement Spend \$5,700,000****General Requirements**

29.	Retain the services of a Marriott recommended and licensed design professional (interior designer, architect) to assist with the layout and design of the public space, guestrooms, and the development of an interior decor scheme appropriate to the market, location, and Franchisee preference. Marriott can provide a comprehensive list of Interior Designers approved for the Recommended Designs Program upon request.
30.	Provide a comprehensive replacement of FF&E and interior finishes including, but not limited to, wall finishes (full height corner guards, painted surfaces and vinyl wall coverings), floor finishes (tile, carpet, and base), ceiling finishes, stair nosings, countertops, chair rails, crown molding, door, door hardware, plumbing fixtures, vanities, casegoods, soft goods, upholstered seating (including ergonomic task chairs), architectural and decorative lighting (fixtures, lamps, and shades), window treatments (including hardware), artwork, decorative mirrors, and accessories.
31.	Renovate interior and exterior elements as required by this conversion scope. Clarify the public space programming design intent, linked or blended, and design spaces to accommodate the respective brand's key count and select service operation model. <ul style="list-style-type: none"><li>- Provide a brand agnostic design for all shared spaces.</li><li>- Public spaces that may be shared include the lounge, Courtyard Bistro &amp; Crate market, fitness, pool, guest laundry, meeting rooms, and back-of-house areas. For any shared spaces, the Courtyard brand design standards and guidelines apply.</li><li>- Provide separate brand specific registration desks and arrival experiences.</li><li>- For the Fairfield guest, provide a breakfast room with complimentary breakfast offering a 24-hour coffee station. Size the buffet and breakfast seating to accommodate the Fairfield key count.</li><li>- The restaurant offering is not a brand requirement and can be repurposed to other uses.</li><li>- The pool and spa are optional, and the space may be repurposed to other uses.</li></ul>
32.	Reimage the atrium/terrace to align to the select service operation model. <ul style="list-style-type: none"><li>- Replace decorative light fixtures.</li><li>- Provide a 10-foot minimum landscaping or alternate buffer in front of guestroom windows.</li></ul>
33.	Remove brochure rack, tourism collateral, newspaper racks, and ATM from lobby and vestibule area.
34.	Replace damaged or stained finishes.
35.	Replace brass railing and trims.
36.	Replace interior signage.
37.	Provide a full range of Courtyard and Fairfield guestroom types in the hotel; identify proposed room mix.
38.	Provide a small minimum percent guest suite room types for each brand.
39.	Configure guest rooms to provide brand-required elements and interior zoning (i.e., bathroom, living room, and bedroom).
40.	Provide showers in one hundred percent (100%) of king rooms and in fifty percent (50%) of queen-queen rooms, or in seventy-five percent (75%) of total key count.
41.	Franchisor requires an acceptable proof of concept design set to include a proposed site plan, ground and typical floor plans, exterior building elevations or renderings, and enlarged guestroom plans with guest bathroom reconfiguration for each room type offered.
<b>Vestibule / Reception Area</b>	
42.	Provide a vestibule with an automatic, bi-parting doors at both the inner and outer doors of the vestibule.
43.	Provide a key card reader and intercom in the vestibule and positioned within view of the front desk.
44.	Provide a dedicated space to house luggage carts.
45.	Provide safe-deposit boxes for guest use at reception. Position the box so it is visible by guests when in use.

<b>Amenities: Estimated Capital Improvement Spend \$250,000</b>	
<b>Fitness Room</b>	
46.	Expand the fitness room to accommodate the minimum quantities of fitness equipment and program requirements as noted in the brand standards. Provide four (4) areas or zones for cardio, strength, stretch, and hydration.
47.	Replace cardiovascular equipment older than five years and/or lacking individual TV screens.
48.	Provide the hydration station millwork with automatic water bottle filler, shelves, towel and trash receptacles.
49.	Provide a wall-mounted, 55" television with high definition signal, viewable from the weight training area.
50.	Provide a storefront glazed wall and door into the fitness room.
51.	Provide enlarged windows on the exterior wall of the fitness room to maximize daylighting.
<b>Swimming Pool and Spa Area</b>	
52.	Replace pool deck surface.
53.	Replace decorative waterline tiles, depth markers, and "no diving" tiles.
54.	Provide depth indicators and "no diving" tiles on pool deck.
55.	Replace existing pool coping with a handgrip pool coping profile.
56.	Provide in-deck sleeve and permanently-mounted accessible lift.
<b>Guest Laundry</b>	
57.	Provide seating and a built-in table for folding clothes.
<b>Back-of-House: Estimated Capital Improvement Spend \$300,000</b>	
<b>Associate Facilities</b>	
58.	Provide dedicated employee break room(s), size space and kitchen to accommodate the total key count.
59.	Replace refrigerator, sink, microwave oven, and coffee maker.
<b>Food Production</b>	
60.	Repair and clean elements and equipment to remain.
61.	Remove broken equipment that is no longer in service.
62.	Provide equipment in support of the brand's food and beverage program; augment with new equipment.
63.	Remove excess storage items.
<b>Main Laundry / Housekeeping</b>	
64.	Remove broken equipment that is no longer in service.
<b>Hotel Support Systems / Mechanical / Electrical / Plumbing: Estimated Capital Improvement Spend \$1,800,000</b>	
<b>Elevators</b>	
65.	Rehabilitate (remove scratches, corrosion, etc.) elevator doors.
66.	Provide a comprehensive elevator modernization for passenger and service elevators.
67.	Replace interior cab finishes (flooring, side and back walls, and ceiling finishes).
<b>Technology Infrastructure / Low Voltage</b>	
68.	Install brand-standard property management systems (PMS), point of sale (POS), and other required hotel systems.
69.	Install approved mobile key certified RFID lock system with BLE key reader on all doors including, but not limited to, guest room entries, guest-accessed facilities, exterior entrances, meeting spaces, and back-of-house doors at the front desk/check-in station, and front office.
70.	Provide wireless high-speed internet access (HSIA) throughout the public spaces and guestrooms of the hotel. In addition to wireless, provide an optional wired connection at the guestroom desk that is easily accessible to guests.
71.	Provide a commercial-free, built-in, background music (BGM) system with speakers in public space to include, but not limited to, lobby, lounge, porte cochere, and recreational amenities.
72.	Provide a house telephone in the engineer's office, pool equipment room, food preparation kitchen, and main laundry room.
73.	Provide a house telephone in the meeting room(s), elevator lobbies, fitness center, and guest laundry.

74.	Provide doorbells with disconnect switches in rooms for the hearing impaired guestrooms.
<b>Mechanical</b>	
75.	Provide a Building Automation System (BAS) to provide automatic scheduling, operation, and optimization of major HVAC and plumbing systems. Provide sensors in public areas with temperature controls by BAS. Generally, locate sensors in main area of occupancy. Function spaces require local controls.
76.	Provide guestroom management system (GRMS) that meets Marriott standards. The system must include a remote digital thermostat with integral occupancy sensor that faces into the guestroom sleeping area and interfaces with the RFID signal from the entry door lock. Recommend that a system integrator be retained to be responsible for design, installation, project management, procurement, and commissioning of the GRMS.
77.	Replace package terminal air conditioning (PTAC) units more than seven years old with new Marriott approved standard PTAC heat pumps. Sized at maximum 12,000BTU/500sf. Ensure clearances are met at exterior grille to maintain PTAC warranties. Provide manufacturer subbase to conceal wires.
78.	Recommission the water-source heat pump and valves in Guestrooms to like new. Replace units that have failed. New unit size should be standardized and should be sized at 12,000BTU/500sf. When a unit sizing falls between two standard sizes, select the smaller size unit for increased run times. Submit sizing of new units to Marriott Engineering for review and acceptance.
<b>Electrical</b>	
79.	Replace sliding dimmers in guest facing public spaces with four-scene programmable dimming system with timeclock for event. In meeting rooms, provide local, individual zone control.
80.	At public restrooms, provide keyed light switches. Ceiling-mounted occupancy sensors are permitted, but note that lights should dim to 50 percent.
<b>Plumbing</b>	
81.	Domestic hot water (DHW) must be stored in tanks at minimum 140°F. Provide a digital mixing valve (Armstrong "The Brain", Watts "Intelistation", or Leonard "Nucleus") to temper DHW to guest zones at maximum 125°F. Thermostatic mixing valves are not acceptable.
<b>Fire Protection and Life Safety: Estimated Capital Improvement Spend \$250,000</b>	
<b>General</b>	
82.	The above property was surveyed virtually on March 8, 2022 through drawings, photographs, and a virtual tour. This project has been surveyed with the understanding that the work performed in this building meets renovation as defined as refinishing, replacement, bracing, strengthening, or upgrading of existing materials, elements, equipment, or fixtures without involving the reconfiguration of spaces. If any other work in the building is performed, such as reconfiguration, change of use, additions, etc., Marriott Fire Protection must be contacted for a reassessment of the fire and life safety requirements.
83.	The following items noted below must be completed prior to conversion. The fire protection and life safety systems must be inspected and tested by Marriott FLS prior to conversion:
<b>Fire Alarm</b>	
84.	Provide fire alarm system smoke detectors with sounder bases in all guestrooms. These will be programmed to sound a local alarm for smoke detector activations as well as for general alarms. Hearing-impaired guestrooms will require 177cd strobes in the sleeping area and bathrooms meeting NFPA 72 requirements.
85.	Provide system type carbon monoxide detectors with sounder bases in all areas with fuel fired appliances.
<b>Life Safety</b>	
86.	Limit the occupant load to a maximum of 49 persons in Acorn and Oak meeting rooms. Post new signage and revise the sales brochure to reflect new occupant load.
87.	Provide panic hardware on assembly occupancy exit doors in the Contra Costa room if not equipped.
88.	Provide emergency lighting at all exterior exit door discharge.

<b>Smoke Control</b>	
89.	Re-certify and provide documentation from a licensed contractor that the existing atrium mechanical smoke exhaust is compliant with the original building Design Rational Analysis. If the current system does not meet or is not installed to meet the original building Design Rational Analysis or NFPA 92/IBC 909, then an atrium smoke exhaust system shall be provided in accordance with NFPA 92/IBC 909.
<b>Sprinkler</b>	
90.	Provide quick response fire sprinklers in all guestrooms and guestroom corridors. Standard response type sprinklers may remain in the public and back of house areas of the hotel provided the sprinklers are in working condition.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Greg Baer, Director of Airports  
Date: March 7, 2023

**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 Rushmore Aviation, LLC., for a south-facing hangar at Buchanan Field Airport effective February 24, 2023, in the monthly amount of \$359.00, Pacheco area (District IV).

**FISCAL IMPACT:**

The Airport Enterprise Fund will realize \$4,308.00 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: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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 CCR E-6



## CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

### T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** February 24, 2023, ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("Airport"), Rushmore Aviation, 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-6 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar**."
  

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

  
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

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

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

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

6. **TERM:** This Rental Agreement shall be from month to month commencing **February 24, 2023**, 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 \$ **359.00** 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: Contra Costa County Fire Protection District Board of Directors  
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
Date: March 7, 2023

**Subject:** Golden State Fire Apparatus Contract for One Type III Wildland Firefighting Engine - Change Order and Contract Limit Increase

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Change Order with Golden State Fire Apparatus, in the amount of \$30,075, for the purchase of one (1) Type 3 Model 34 Wildland Firefighting Engine and increasing the maximum expenditure amount under the contract to not exceed \$423,075.

**FISCAL IMPACT:**

The new maximum expenditure amount established by this action is \$423,075. The original contract price was \$374,800 plus this change order of \$30,075. The balance of \$18,200 remains available for contingencies that may arise during the build process between now and the time the vehicle is delivered.

The Fire District received a \$1.2 million Measure X allocation for purchase of two pieces of apparatus for Fire Station 94 (formerly 54) in Brentwood. The purchase price of the two pieces of fire apparatus exceed the Measure X allocated funding by approximately \$123,000. The Fire District will fund that outstanding balance and this proposed increase from CCCFPD General Fund revenue.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Aaron McAlister, (925) 383-5003

By: , Deputy

cc:

BACKGROUND:

On April 26, 2022, the Board authorized the Fire Chief, or designee, to enter into a contract for purchase of a Boise Mobile Equipment (manufacturer) wildland firefighting engine through Golden State Fire Apparatus (dealer). See item C.5 on the Fire Board agenda. On April 28, 2022, the Fire District executed the contract for purchase.

In February 2023, the Fire District was contacted by the manufacturer, through the dealer, about the price increase. This purchase was a "tag-on" to a State of California competitively bid contract. The manufacturer found it necessary to go to the CA Department of General Services (DGS) and request a price increase of \$30,075 for each apparatus. When CA DGS granted this price increase, the increase applied to all "tag-on" orders associated with the same contract.

This price increase is acceptable to Fire District staff and is consistent with other apparatus manufacturer market conditions.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not acquire the new fire engine. The current age and condition of the fleet will deteriorate and negatively impact the District's ability to provide safe, reliable, and effective emergency response. Maintenance costs and out-of-service times will increase due to mechanical breakdowns.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
Date: March 7, 2023

Subject: Purchase Order for Ambulance Equipment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with American Medical Response, in an amount not to exceed \$983,000, for the purchase of medical equipment in ambulance vehicles.

**FISCAL IMPACT:**

Budgeted; 100% CCCFPD EMS Transport Fund

**BACKGROUND:**

On May 12, 2020, the Contra Costa County Fire Protection District Board of Directors authorized the Fire Chief to execute a contract extension to provide emergency ambulance services and a contract amendment and extension with American Medical Response as the subcontractor for the next five years. A component of this amendment is for the Fire District to purchase the rolling stock for the next five-year term. As part of the requirement of the amendment, the District will purchase 20 ambulances and the necessary upfitting equipment. This purchase is to equip the new ambulances with gurneys, stair chairs, defibrillators, iPads, and associated equipment.

**CONSEQUENCE OF NEGATIVE ACTION:**

The District will not be able to properly equip new ambulances.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

, County Administrator and Clerk of the Board of Supervisors

Contact: Tracie Dutter, Assistant Chief  
925-941-3300

By: , Deputy

cc:



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
Date: March 7, 2023

**Subject:** Contract with Locality Media, Inc. (dba First Due Corporation) for Fire Prevention Software

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Locality Media, Inc., dba First Due Corporation, in an amount not to exceed \$486,500 for fire prevention software to manage State Fire Marshal mandated occupancy inspections and other calls for service in the Fire District, for the period of March 15, 2023, through March 14, 2026, with two one-year extension options to March 14, 2028.

**FISCAL IMPACT:**

100% CCCFPD General Fund \$101,300 for the first year and \$96,300 for each subsequent year.

**BACKGROUND:**

The Fire District needs fire prevention software to manage State Fire Marshal mandated occupancy inspections; and to manage and track community care licensing fire inspections, complaints, and other calls for service. The software has the ability to issue permits and invoices for the services rendered. First Due Corporation will further expand our pre-incident planning of all occupancies throughout the Fire District and include an interface for both Operations and Prevention to update critical information.

First

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Regina Rubier (925) 265-3055

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Due Corporation was selected through a competitive bid process and was awarded the contract not only on the lowest bid, but they also best met the needs of the Fire District.

Despite the quantity of properties the District needs to reference, the proposed contract includes a set annual fee. This fee does have an annual inflation rate that may be increased no more than 5% annually during the term of this Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, the Fire District would have to continue with its current software system, the fees for which are substantially higher than the fees for this product.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
Date: March 7, 2023

Subject: Contract with GoGov, Inc. for Code Enforcement Case Management Software

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with GOGov, Inc. in the amount not to exceed \$4,188 per year, for the period of March 15, 2023, through March 14, 2026, with two one-year extension options to March 14, 2028, for a total cost of \$26,110, to provide record tracking software for weed abatement.

**FISCAL IMPACT:**

100% CCCFPD General Fund. \$4,188 per year, \$26,110 total through March 14, 2028.

**BACKGROUND:**

The Fire District needs weed abatement software for record and inspection tracking. The current tracking system has become obsolete, and GOGov offers an efficient product that can be used in the field, increasing the efficiency of the weed abatement program.

GOGov was selected through a competitive bid process. GOGov was awarded the contract not only on the lowest bid, but they also best met the needs of the Fire District.

The proposed contract includes a provision for mutual indemnification between GoGov and the Fire District, and

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Regina Rubier (925) 265-3055

By: , Deputy

cc:

BACKGROUND: (CONT'D)

is a set annual fee, despite the quantity of properties the Fire District needs to track. This fee does have an annual inflation rate that may be increased no more than 7% annually during the term of this Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, the Fire District will have to continue using an obsolete product which could result in lost information.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
Date: March 7, 2023

Subject: Appropriation and Revenue Adjustment - Training Facilities

---

**RECOMMENDATION(S):**

APPROVE Appropriation and Revenue Adjustment No.005051 authorizing new revenue in the amount of \$44,900 from the Contra Costa Community College District and appropriation of the funds to the Contra Costa County Fire Protection District (7300) for maintenance of training facilities.

**FISCAL IMPACT:**

100% CCCFPD General Fund. The College District paid the Fire District a facilities fee of \$38,500 for use of the Fire District training facilities, and a live fire training fee of \$6,400 for live fire training conducted with the assistance of the Fire District.

**BACKGROUND:**

On August 10, 2021, the Contra Costa County Fire Protection District Board of Directors authorized the Fire Chief, or designee, to execute a Training Facility Use Agreement with the Contra Costa Community College District (Los Medanos College). Los Medanos College provides an Accredited Regional Firefighter 1 Training Program (ARTP) as one of their many educational programs.

The Fire District maintains

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Elizabeth Patterson, Fiscal Officer  
925-941-3300 x 1302

By: , Deputy

cc:

BACKGROUND: (CONT'D)

a State Accredited Fire Academy (facility, equipment, props, and classrooms) that provides the location for the Los Medanos College ARTP.

The Training Facility Use Agreement permits the College District to deliver their ARTP using the Contra Costa County Fire Protection District Training Center.

The Fire District needs to perform maintenance on its training tower. Practice fire training drills cause extreme wear on the structure and it requires periodic refurbishing to keep it in good condition.

ATTACHMENTS

TC27/24 AP005051

**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 County Fire Protection District		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
7300	2281	MAINTENANCE OF BUILDINGS		44,900.00
			0.00	44,900.00

**APPROVED**

**AUDITOR - CONTROLLER**  
 By: [Signature] Date 2/1/23

**COUNTY ADMINISTRATOR**  
 By: [Signature] Date 3/2/23

**BOARD OF SUPERVISORS**

YES:  
 NO:

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

**EXPLANATION OF REQUEST**

To appropriate training services revenue to maintenance of the Contra Costa County Fire Protection District's training tower.

PREPARED BY: Regina Rubier [Signature]  
 TITLE: Chief of Administrative Services  
 DATE: 2/23/2023

APPROPRIATION APOO 5051  
 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 type="checkbox"/>	COUNTY ADMINISTRATOR
<input type="checkbox"/>	AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: Contra Costa County Fire Protection District		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
7300	9876	TRAINING SERVICES	44,900.00	
<b>TOTALS</b>			<b>44,900.00</b>	<b>0.00</b>

**APPROVED**

**AUDITOR – CONTROLLER**  
By:  Date 3/1/23

**COUNTY ADMINISTRATOR**  
By:  Date 3/2/23

**BOARD OF SUPERVISORS**


YES:

NO:

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

**EXPLANATION OF REQUEST**

To accept revenue from Contra Costa Community College District for training facility use for the fiscal year at the Contra Costa County Fire Protection District's training facility in Concord.

PREPARED BY: Regina Rubier   
 TITLE: Chief of Administrative Services  
 DATE: 2/23/2023

REVENUE ADJ. JOURNAL NO.      RAOO 5051



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
Date: March 7, 2023

**Subject:** Contract Amendment for Vision33 Fire Inspection Records Management System

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with Vision33 Inc. to extend the termination date from March 10, 2023, to March 31, 2025, and increase the payment limit by \$185,000 to a new payment limit of \$825,000, to provide for hosting and support of the Calytera Amanda fire inspection software system.

**FISCAL IMPACT:**

100% CCCFPD General Fund. The District's Fire Prevention Bureau charges fees for fire safety inspections, permitting of specific operations, and plan review services. The records management system cost is considered when calculating the fire prevention fees so they reflect the District's actual costs of providing services.

**BACKGROUND:**

The Contra Costa County Fire Protection District (District) conducts fire safety inspections, the permitting of specific operations and plan review services for the District, in accordance with the California Fire Code (CFC).

These operations include annual fire and life safety inspections of occupancies required by the Health and Safety Code and the California State Fire Marshal. Additionally, these

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Chris Bachman, Assistant Fire Chief/Fire Marshal,  
925-941-3300

By: , Deputy

cc:

BACKGROUND: (CONT'D)

operations also include, but are not limited to, life safety inspections, plan review for construction projects, and issuing permits as identified in the CFC for various activities (e.g., operating places of public assembly, schools, adult and child care facilities, and the production and handling of hazardous materials).

The District uses a records management system to track inspection data. The Contra Costa County Fire Protection District Board of Directors authorized the District to execute a contract with Vision33 Inc. on March 10, 2020 to implement, host, and support the software. This amendment will allow the District to receive hosting and support for an additional two years through March 31, 2025.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
Date: March 7, 2023

Subject: GEMT QAF Payment to California Department of Health Care Services CY 2022 Q4

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, on behalf of the Contra Costa County Fire Protection District (District), to make a payment to the State of California Department of Health Care Services in an amount not to exceed \$547,586 for the Ground Emergency Medical Transportation Quality Assurance Fee for ambulance transports provided by the District in the months of October through December (Quarter 4) of 2022.

**FISCAL IMPACT:**

The fiscal impact is revenue generating for the Contra Costa County Fire Protection District (District) due to the significant number of Medi-Cal transports within the District’s ambulance operating area. Medi-Cal is the second highest payer type (second to Medicare). The net revenue the District receives will be calculated by multiplying the \$220.80 per transport uplift for Medi-Cal fee-for-service and Medi-Cal managed care transports less the \$34.02 Quality Assurance Fee (QAF) the District is required to pay on all transports.

The net revenue estimate (uplift less QAF) for the District for the current fiscal year is approximately \$2 million under these funding and fee parameters.

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023  
, County Administrator and Clerk of the Board of Supervisors

Contact: Jackie Lorrekovich, Chief Admin Svcs (925)  
941-3300

By: , Deputy

cc:

**BACKGROUND:**

The Centers for Medicare and Medicaid Services (CMS) approved State Plan Amendment (SPA) 18-004 authorizing the Ground Emergency Medical Transportation (GEMT) Quality Assurance Fee (QAF) program in March 2019. QAF is an add-on fee used to increase Medi-Cal funding. Essentially, emergency medical transportation providers in California must pay this fee on all transports, and in return, providers receive an uplift that increases the Medi-Cal reimbursement base rate for Medi-Cal fee-for-service and managed care recipients. The GEMT QAF program increases the historic base rate of Medi-Cal reimbursement by \$220.80 per transport. The GEMT QAF program, therefore, increases the per transport reimbursement from the historic base rate of \$118.20 to \$339.00.

To fund this program, the State of California Department of Health Care Services (DHCS) began assessing all transport providers within the State of California a fee of \$25.23 per transport effective July 1, 2018. The fee was increased to \$26.07 for FY 2019-20, to \$32.30 for FY 2020-21, and to \$33.42 for FY 2021-22. The current rate of \$34.02 in effect for FY 2022-23 is assessed on ground emergency medical transports with dates of service beginning January 1, 2022 through December 31, 2022.

The District received the attached invoice from DHCS on February 14, 2023. The invoice is for the period October, November, and December (Quarter 4), for \$547,585.92.

This request is for calendar year 2022 quarter 4 fees (for October-December 2022 transports). The payment for Quarter 4 is due on May 1, 2023.

Note that the GEMT QAF program ended December 31, 2022, so this will be the final payment under the "legacy" program. Pursuant to Assembly Bill 1705 (Bonta, 2019), a new Public Provider-Ground Emergency Medical Transportation Intergovernmental Transfer (PP-GEMT IGT) program went into effect on January 1, 2023.

**CONSEQUENCE OF NEGATIVE ACTION:**

The GEMT QAF payment is mandatory for all ambulance providers within the State. If not paid, the State can assess late payment penalties and withhold provider payments for ambulance services provided to Medi-Cal recipients.

**ATTACHMENTS**

GEMT 2022 Q4 Invoice



State of California—Health and Human Services Agency  
 Department of Health Care Services



MICHELLE BAASS  
 DIRECTOR

GAVIN NEWSOM  
 GOVERNOR

**Ground Emergency Medical Transport (GEMT)  
 Quality Assurance Fee (QAF) – Quarterly Payment  
 Provider Invoice**

<b>Provider Information:</b>	<b>Due Date:</b> 5/1/2023
<b>Name:</b> CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT  <b>DHCS Account Number:</b> GEM1316339609	<b>Payment Details:</b>
	<b>Year:</b> 2022 <b>QTR:</b> Q4  <b>Invoice Number:</b> GEM05239MET  <b>Amount Due:</b> \$ 547,585.92

Fiscal Year	Reporting Structure	Account	App Ref	Service Location
2021-22	4260KB0B	4129200	980	80005
Activity	Program	Alt Account	Fund	Project
	9990		3323	

Emergency Transport Type:	Quantity:
Medi-Cal Fee-for-Service	552
Medi-Cal Managed Care	3662
Medicare	5621
Other	4729
Dual Medicare/Medi-Cal	1532
<b>Amount Due</b>	<b>= Sum of Total Transports x QAF Rate (\$34.02)</b>
	<b>= \$ 547,585.92</b>

Payment Instructions:
<p>1. Please use the invoice number provided above to pay via Electronic Funds Transfer (<a href="http://dhcs.ca.gov/epay">http://dhcs.ca.gov/epay</a>).</p> <p>OR</p> <p>2. Please submit this invoice and payment to:            ATTN: GEMT QAF            Accounting Section/Cashiers Unit, Mail Stop 1101            1501 Capitol Avenue            P.O. Box 997415            Sacramento, CA 95899-7415</p>





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: March 7, 2023

Subject: claims

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**RECOMMENDATION(S):**

DENY the claims filed by Lorrie J. Ceccarelli, Roy S. Halleybone, Harry Imperial-Bobis, John Muir Medical Center, W.C.(2), Helena Lee, Antonio Lopez, Susannah M. McDavid, Mercury Insurance, State Farm Mutual for Lashun Shumake-Ward, Erica Tiffany Thomas for H.A.L., and Romelyn Bayaua for R.D. DENY an amended claim filed by Harry Imperial-Bobis. DENY a late claim filed by Chung Jin Park.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

DENY the claims filed by Lorrie J. Ceccarelli, Roy S. Halleybone, Harry Imperial-Bobis, John Muir Medical Center, W.C.(2), Helena Lee, Antonio Lopez, Susannah M. McDavid, Mercury Insurance, State Farm Mutual for Lashun Shumake-Ward, Erica Tiffany Thomas for H.A.L., and Romelyn Bayaua for R.D. DENY an amended claim filed by Harry Imperial-Bobis. DENY a late claim filed by Chung Jin Park.

Lorrie J. Ceccarelli: Property claim for damage to yard in the amount of \$10,000.

Roy S. Halleybone: Property claim for damage to

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Risk Management

By: , Deputy

cc:

BACKGROUND: (CONT'D)

vehicle in an amount to be determined.

Harry Imperial-Bobis: Property claim for damage to vehicle in the amount of \$8,116.87.

John Muir Medical Center, W.C.: Claim for underpayment of services in the amount of \$27,612.99.

John Muir Medical Center, W.C.: Claim for underpayment of services in the amount of \$27,720.

Helena Lee: Property claim for damage to vehicle in the amount of \$190.

Antonio Lopez: Property claim for broken dentures during medical procedures in an amount to be determined.

Susannah M. McDavid: Property claim for stolen bracelet in the amount of \$500.

Mercury Insurance: Property claim for damage to vehicle in the amount of \$12,859.84.

State Farm Mutual for Lashun Shumake-Ward: Property claim for damage to vehicle in the amount of \$3,487.59

Erica Tiffany Thomas for H.A.L.: Personal injury claim for injuries sustained on playground in an amount exceeding \$1,000,000.

Romelyn Bayaua for R.D.: Personal injury claim for dangerous condition in an undisclosed amount.

Amended Claims

Harry Imperial-Bobis: Amended claim for damage to vehicle in the amount of \$8,408.97

Application to Accept Late Claim

Chung Jin Park: Request that the Board of Supervisors accept late claim re property assessment.

CONSEQUENCE OF NEGATIVE ACTION:

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

Contra  
Costa  
County



To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 7, 2023

Subject: Proclaiming March as American Red Cross Month

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: 5109320415

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2023/64

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

In the matter of:

**Resolution No. 2023/64**

During American Red Cross Month in March, we celebrate the humanitarian spirit of Contra Costa residents and reaffirm our commitment to help ensure no one faces a crisis alone. Caring for one another is at the heart of our community and exemplified by Contra Costa residents whose simple acts of kindness through the Red Cross provide help and hope in people's most difficult moments — continuing the lifesaving legacy of Clara Barton, who founded the Red Cross more than 140 years ago to prevent and alleviate human suffering. Every day, these ordinary individuals lend a helping hand to make an extraordinary difference for neighbors in need — whether it's providing emergency shelter, food and comfort for families displaced by home fires, floods and other disasters, or donating blood for cancer patients, accident victims, people with sickle cell disease and other life-threatening conditions. In 2022, the Red Cross assisted 172 families in need and held 568 blood drives in Contra Costa, collecting over 16,823 units of blood. Every day, these ordinary individuals also support military members and veterans, along with their families and caregivers, assisting 320 cases in 2022; and use vital skills like first aid and CPR to help people survive medical emergencies, and trained over 7,000 in these skills in 2022. In addition, these ordinary individuals, through the Red Cross Sound the Alarm program installed 300 smoke alarms making households safer and trained over 400 youth in preparedness through the Prepare with Pedro and Pillowcase Project. The support, volunteerism and generous donations by these ordinary individuals and partners are critical to our community's resilience and Contra Costa County hereby recognizes March 2023 in honor of all those who fulfill Clara Barton's noble words "You must never think of anything except the need and how to meet it," and ask everyone to join in this commitment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County hereby proclaims March 2023 as Red Cross Month and encourages all residents of Contra Costa County to reach out and support the Red Cross' humanitarian mission.

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

Chair, District I Supervisor

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

District II Supervisor

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

District III Supervisor

\_\_\_\_\_  
**KEN CARLSON**

District IV Supervisor

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

District V Supervisor

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

ATTESTED: March 7, 2023

Monica Nino, County Administrator

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: March 7, 2023

Subject: Declare March 2023 as Prescription Drug Abuse Awareness Month

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Teresa Gerringer 925-723-2884

By: , Deputy

cc:



ATTACHMENTS

Resolution  
2023/62

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

In the matter of:

Resolution No. 2023/62

Declaring March 2023 as Prescription Drug Abuse Awareness Month.

**WHEREAS:** When used as prescribed by a doctor, prescription medicines such as stimulants, sedatives and opioids can be helpful in treating many illnesses, but when these medications are misused, they can have serious consequences; and

**WHEREAS:** Many prescription drugs can alter a person's thinking and judgment, and can lead to health risks, including addiction, drugged driving, infectious disease, and adverse effects on pregnancy; and

**WHEREAS:** Anyone who takes prescription opioids can become addicted to them. In fact, as many as one in four patients receiving long-term opioid therapy in a primary care setting struggles with opioid use disorder (OUD); and

**WHEREAS:** Prescription opioid overdose deaths also often involve benzodiazepines. Benzodiazepines are central nervous system depressants used to sedate, induce sleep, prevent seizures, and relieve anxiety. The Centers for Disease Control and Prevention (CDC) recommends avoiding taking benzodiazepines while taking prescription opioids whenever possible due to the risk of overdose; and

**WHEREAS:** In 2021 in Contra Costa County there were 498,097 opioid prescriptions given to patients which is an age-adjusted rate of 349.6 per 1,000 residents, higher than the state rate of 321.7; and

**WHEREAS:** In 2021, a total of 21,016 emergency department visits occurred in California that were related to any opioid overdose and 341 of those visits occurred in Contra Costa County; and

**WHEREAS:** According to the Center for Disease Control (CDC), 106,699 drug overdose deaths occurred nationally in 2021, 80,411 were from opioids and 183 of those opioid related overdose deaths occurred in Contra Costa County; and

**WHEREAS:** Synthetic opioids other than methadone (primarily fentanyl) and stimulants such as methamphetamine were the main drivers of drug overdose deaths in the U.S. in 2021; and

**WHEREAS:** To help prevent substance use disorder and overdose deaths, the Contra Costa County Board of Supervisors encourages community members to dispose of their expired and unwanted prescription drugs throughout the year and safely store those still needed; and

**WHEREAS:** The Contra Costa County Medication Education and Disposal Safety (MEDS) Coalition engages youth and adult community members from across the county to participate in Prescription Drug Abuse Awareness Month activities to raise prescription drug safety awareness; and

that the Contra Costa County Board of Supervisors does hereby declare March 2023 as Prescription Drug Abuse Awareness Month, and encourages all community members to participate in prescription drug abuse related prevention programs and activities; Be it also resolved that the County Board of Supervisors encourage all community members pledge to, "Spread the Word... One Pill Can Kill".

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**JOHN GIOIA**

Chair, District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

---

**DIANE BURGIS**

District III Supervisor

---

**KEN CARLSON**

District IV Supervisor

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**FEDERAL D. GLOVER**

District V Supervisor

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

ATTESTED: March 7, 2023

Monica Nino, County Administrator

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



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 7, 2023

**Subject:** Recognizing March 10, 2023 as the 64th Anniversary of the Tibetan National Uprising and Affirm Support of the People of Tibet

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Robert Rogers, 510.942.2224

By: , Deputy

cc:

ATTACHMENTS

Resolution

2023/63

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

In the matter of:

**Resolution No. 2023/63**

**Recognizing March 10, 2023 as the 64th Anniversary of the Tibetan National Uprising and Affirm Support of the People of Tibet**

WHEREAS, on March 10, 2023, Californians, including Tibetan-Americans, residing in Contra Costa County will commemorate the 64<sup>th</sup> anniversary of the Tibetan National Uprising against the Chinese invasion and occupation of Tibet;

WHEREAS, Contra Costa County has a diverse population, including Tibetan-Americans, who are concerned about human rights and freedom in Tibet and throughout the world; Contra Costa County has a long history of support for Tibet and the Tibetan people;

WHEREAS, His Holiness the 14th Dalai Lama was awarded the Congressional Gold Medal in October 2007 in recognition of his many enduring and outstanding contributions to peace, nonviolence, human rights, and religious understanding; and visited the City of Richmond in February 2014;

WHEREAS, Tibetan-Americans have expressed concern over the Chinese Government's travel restrictions against Tibetans and U.S. citizens, restrictive regulations on religious affairs in Tibet, censorship of Buddhist literature and information in Tibet, demolition of Tibetan Buddhist sites, and imprisonment of Tibetan prisoners of conscience;

WHEREAS, in 1991, Congress resolved its sense that Tibet is an occupied country under the established principles of international law whose true representatives are the Dalai Lama and the Tibetan government in exile as recognized by the Tibetan people;

WHEREAS, Contra Costa County supports the Tibetan people's fundamental human rights and freedoms, including their right to self-determination and the protection of their distinct religious, cultural, linguistic, and national identity;

NOW, THEREFORE, BE IT RESOLVED by the Contra Costa County Board of Supervisors that March 10 shall be officially recognized as "Tibet Day" in Contra Costa County; BE IT FURTHER RESOLVED that Contra Costa County is in solidarity with the Tibetan people and their just, peaceful and non-violent movement to remind the world of the occupation and ongoing suppression of human rights and freedom in Tibet and the continuous degradation of culture, religion, land and identity of the Tibetan people by China; BE IT FURTHER RESOLVED that Contra Costa County supports the bipartisan "Promoting a Resolution to the Tibet-China Conflict Act (S 138 and H.R. 533)" that was introduced in Congress in January 2023, seeking to empower the United States government to achieve its long-standing goal of getting the Dalai Lama's envoys and Chinese authorities to address the unresolved issue of Tibet peacefully through dialogue; and BE IT FURTHER RESOLVED that copies of this resolution be sent to the President of the United States, elected federal representatives, the Governor of California, and the United Nations High Commissioner for Human Rights in Geneva, Switzerland.

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

Chair, District I Supervisor

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

District II Supervisor

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

District III Supervisor

\_\_\_\_\_  
**KEN CARLSON**

District IV Supervisor

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

District V Supervisor

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

ATTESTED: March 7, 2023

Monica Nino, County Administrator

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





Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: March 7, 2023

**Subject:** Declare March 2023 Women’s History Month, and recognizing March 8, 2023, as International Women's Day.

---

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Teresa Gerringer, 925-655-2330

By: , Deputy

cc:

ATTACHMENTS

Resolution

2023/67

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

In the matter of:

**Resolution No. 2023/67**

**proclaiming March 2023 as Women's History Month, and recognizing March 8, 2023, as International Women's Day in Contra Costa County.**

WHEREAS, women of Contra Costa County of every race, class, sexual orientation, and ethnic background have made historic contributions to the growth and strength of our County in countless recorded and unrecorded ways; and

WHEREAS, women of Contra Costa County have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the County by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, women of Contra Costa County were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our County; and

WHEREAS, women of Contra Costa County have played a unique role throughout the history of the County by providing the majority of the volunteer labor force of the County; and

WHEREAS, women of Contra Costa County of every race, class, sexual orientation, and ethnic background served as early leaders in the forefront of many major progressive social change movements; and

WHEREAS, women of Contra Costa County have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements which create a more fair and just society for all.

WHEREAS, the County of Contra Costa recognizes International Women's Day on March 8th as the worldwide holiday to educate all people about the condition of women and girls throughout the world. International Women's Day is a global day celebrating the social, economic, cultural, and political achievements of women. The day also marks a call to action for accelerating gender parity. Significant activity is witnessed worldwide as groups come together to celebrate women's achievements or rally for women's equality; and

NOW, THEREFORE, BE IT RESOLVED, that the Contra Costa County Board of Supervisors proclaim the month of March 2023 as Women's History Month, and recognizing March 8, 2023, as International Women's Day in Contra Costa County and encourage all residents of Contra Costa County to participate in ceremonies and events to commemorate and honor women for their countless contributions to our community.

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

Chair, District I Supervisor

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

District II Supervisor

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

District III Supervisor

\_\_\_\_\_  
**KEN CARLSON**

District IV Supervisor

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

District V Supervisor

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

ATTESTED: March 7, 2023

Monica Nino, County Administrator

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 7, 2023

**Subject:** Ordinance to prohibit commercial vehicles exceeding a maximum gross weight of 20,000 pounds at all times on various roads in North Richmond areas.

---

**RECOMMENDATION(S):**

A. ADOPT Ordinance No. 2023-06 to prohibit commercial vehicles exceeding a maximum gross weight of 20,000 pounds at all times on Fred Jackson Way (Road No. 0461A), Market Avenue (Road No. 0562), Chesley Avenue (Road No. 05464A), Gertrude Avenue (Road No. 0564E), First Street (Road No. 0565U), Fifth Street (Road No. 0565AA), and Sixth Street (Road No. 0565AC), as recommended by the Public Works Director, North Richmond area, and MAKE related findings.

B. FIND that Fred Jackson Way, Market Avenue, Chesley Avenue, Gertrude Avenue, First Street, Fifth Street, and Sixth Street, are residential roadways that are not compatible with heavy truck use, and that unsafe conditions and traffic hazards are created by commercial vehicles with a gross weight of more than 20,000 pounds, and that a weight restriction of 20,000 pounds is necessary to safeguard the public health, safety, and welfare.

C. DIRECT the Clerk of the Board of Supervisors to publish the ordinance in the East Bay Times within 15 days after its adoption, with the names of the Supervisors voting for and against it.

D. DIRECT the Public Works Director, or designee, to post appropriate signs at the above-specified intersections of Fred Jackson Way and Chesley Avenue, Fred Jackson Way and Pittsburg Avenue, Market Avenue at Contra Costa County/City of San Pablo border, Chesley Avenue at Contra Costa County/City of San Pablo border, First Street at Chesley Avenue, Fifth Street at Chesley Avenue,

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Monish Sen, 925.313.2187

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

Sixth Street at Chesley Avenue, Gertrude Avenue at First Street, and Gertrude at at Contra Costa County/City of Richmond border, to provide notice of the restriction imposed by the ordinance.

E. DIRECT the Public Works Director, or designee, to forward a copy of this ordinance to the Contra Costa County Sheriff.

FISCAL IMPACT:

Nominal costs to install signs to provide notice of weight restricted roadways. (100% Local Road funds)

BACKGROUND:

In February 2007, the former Contra Costa County Redevelopment Agency prepared the North Richmond Truck Route Study to develop an alternative route for trucks to reduce truck traffic in the residential area of North Richmond and Verde Elementary School, and to establish a link to major transportation corridors, including Richmond Parkway. The study designated unincorporated County roadways Richmond Parkway and Parr Boulevard as an alternative truck route to the east side of North Richmond.

After the study was released, the Contra Costa County Redevelopment Agency was dissolved by State law. No project has since been developed to reduce truck traffic in the residential area on North Richmond and Verde Elementary School.

Heavy commercial vehicles continue to utilize residential roads to cut through the North Richmond area and bypass roads more appropriate for commercial vehicles. This excess truck traffic on residential roadways, including roads near Verde Elementary School, is detrimental to public health, safety, and welfare. Health and safety impacts of truck traffic in these residential zones include excess noise, dust, fumes, and exhaust, and longer stopping distances, poorer visibility, and other traffic hazards due to the size and weight of the vehicles. Additionally, the residential roadways in North Richmond most impacted by this traffic were not designed or constructed for this volume of commercial truck traffic of this weight and size.

After receiving ongoing complaints from residents about heavy trucks passing through local residential streets in North Richmond, the community requested that Contra Costa County Public Works Department restrict heavy trucks from using their roadways as a bypass to destinations outside of North Richmond. The County has developed a truck restriction sign plan designed to reduce truck traffic in the residential area of North Richmond and near Verde Elementary School. Unincorporated County roadways, Richmond Parkway and Parr Boulevard, are appropriate to serve as alternate routes for commercial trucks to travel to and from the east and west sides of North Richmond to bypass these residential areas. Richmond Parkway is appropriate as an alternate route for commercial trucks to travel to and from the north and south sides of North Richmond to bypass these residential areas.

It should be noted that this 10-ton truck restriction matches those already established just south of North Richmond by the City of Richmond on their neighborhood roadways.

In order to prohibit heavy trucks from using the neighborhood roads, Fred Jackson Way, Market Avenue, Chesley Avenue, Gertrude Avenue, First Street, Fifth Street, and Sixth Street, as cut-throats, the Public Works Department recommends that the Board of Supervisors adopt this ordinance to restrict commercial vehicles with a gross weight of more than 20,000 pounds from using these residential roads. This weight restriction will be enforced after signage is posted giving notice of the restriction.

CONSEQUENCE OF NEGATIVE ACTION:

The ordinance will not be adopted. Commercial vehicles with a gross weight of more than 20,000 pounds will be able to continue to use Fred Jackson Way, Market Avenue, Chesley Avenue, Gertrude Avenue, First Street, Fifth Street, and Sixth Street, which will result in continued unsafe conditions and traffic hazards along residential streets in North Richmond and near Verde Elementary School.

ATTACHMENTS

Ordinance No. 2023-06

**ORDINANCE NO. 2023-06**

(Uncodified)

**ORDINANCE TO PROHIBIT COMMERCIAL VEHICLES WITH A GROSS WEIGHT EXCEEDING 20,000 POUNDS ON FRED JACKSON WAY, MARKET AVENUE, CHESLEY AVENUE, GERTRUDE AVENUE, FIRST STREET, FIFTH STREET, AND SIXTH STREET, IN UNINCORPORATED NORTH RICHMOND**

The Contra Costa County Board of Supervisors ordains as follows:

**Section 1. Purpose and Authority.** The purpose of this ordinance is to prohibit commercial vehicles with a gross weight exceeding 20,000 pounds from traveling on certain roads in the unincorporated North Richmond area for the preservation of public health, safety, and welfare. This ordinance is adopted pursuant to Vehicle Code section 35701, et seq., County Ordinance Code sections 46-2.002 and 46-2.012, and other applicable laws.

**Section 2. Weight Restriction Imposed.** Commercial vehicles exceeding a maximum gross weight of 20,000 pounds are prohibited at all times on Fred Jackson Way (Road No. 0461A), Market Avenue (Road No. 0562), Chesley Avenue (Road No. 05464A), Gertrude Avenue (Road No. 0564E), First Street (Road No. 0565U), Fifth Street (Road No. 0565AA), and Sixth Street (Road No. 0565AC), in the unincorporated North Richmond area of Contra Costa County, as more particularly shown on the map attached hereto as Exhibit A.

**Section 3. Exceptions.** Notwithstanding Section 2 of this ordinance:

- (a) This ordinance does not prohibit any vehicle that is subject to Public Utilities Code Sections 1031 through 1036 from using any of the weight-restricted roadways identified in Section 2 of this ordinance.
- (b) This ordinance does not prohibit any commercial vehicle coming from an unrestricted street having ingress and egress by direct route to and from a restricted street identified in Section 2 of this ordinance when necessary for the purpose of making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on the restricted street or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure upon the restricted street for which a building permit has previously been obtained.
- (c) This ordinance does not apply to any vehicle owned by a public utility, or to a licensed contractor of a public utility, while necessarily in use in the construction, installation, or repair of any public utility.



**Section 4. Effective Date.** This ordinance shall be effective 30 days after passage, or until signs are erected pursuant to Vehicle Code section 35701, whichever is later. Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the East Bay Times, a newspaper published in this County.

PASSED ON \_\_\_\_\_, 2023, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
ATTEST:

MONICA NINO  
Clerk of the Board of Supervisors  
and County Administrator

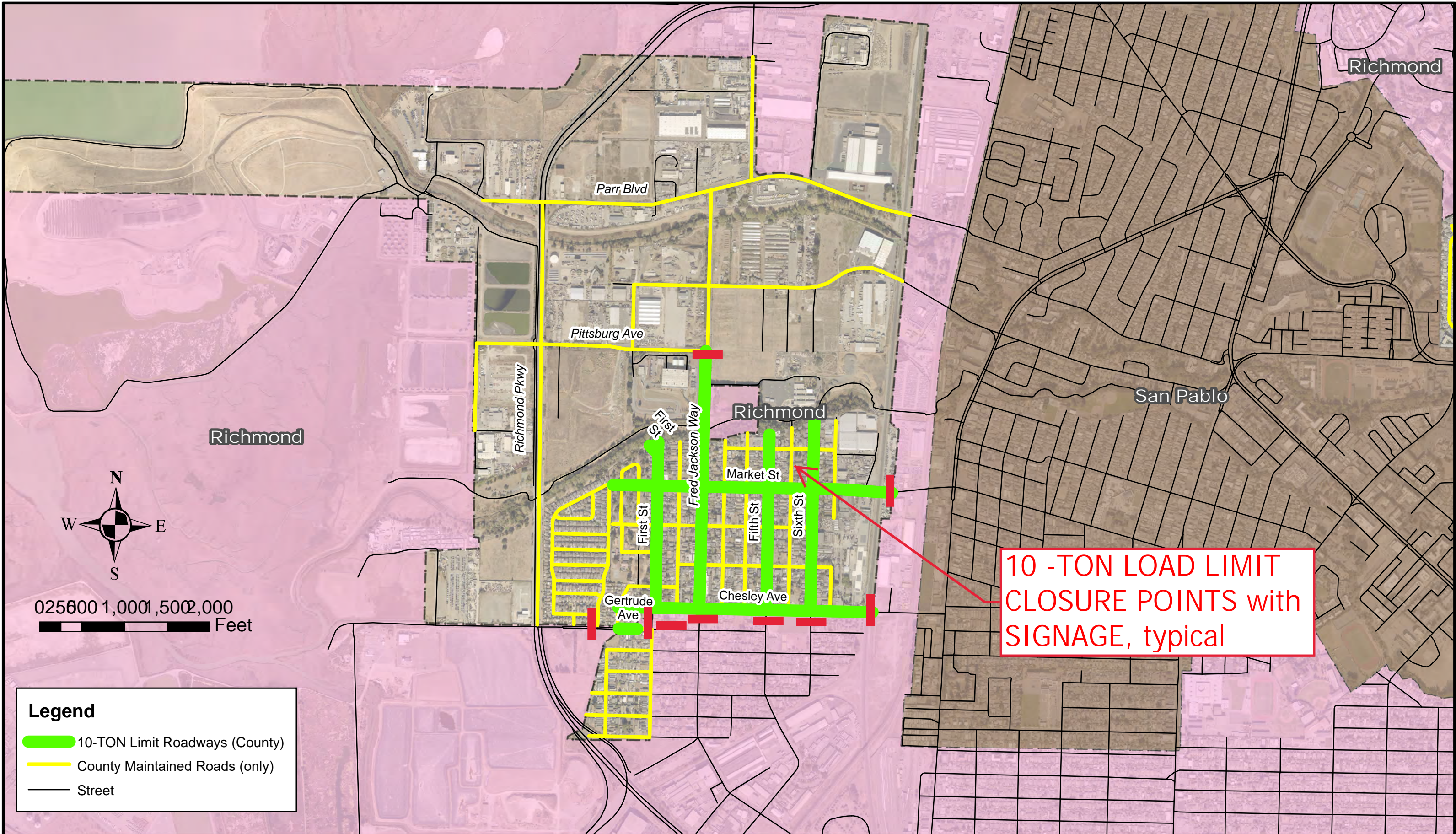
\_\_\_\_\_  
Board Chair

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

[SEAL]

SMS  
H:\Client Matters\Public Works\Traffic\Ordinance 2023-06 (North Richmond Truck Restriction).docx





**10-TON LOAD LIMIT  
CLOSURE POINTS with  
SIGNAGE, typical**

**Legend**

- 10-TON Limit Roadways (County)
- County Maintained Roads (only)
- Street

Exhibit A



Contra Costa County  
**Public Works  
Department**

255 GLACIER DRIVE MARTINEZ, CALIFORNIA 94553 PH: (925) 313-2000 FAX: (925) 313-2333

SITE PLAN			
North Richmond - 10-Ton Load Limit Restriction Boundary			
FEDERAL ID NO:	DB: LL	CB: MD	DATE: NOV 2022
			Page 1 of 1





Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Caoile, Director of Risk Management  
Date: March 7, 2023

Subject: ACEEO Member Reappointments

---

**RECOMMENDATION(S):**

REAPPOINT Roosevelt Gibson, Jr. to the Education Seat and Eric Maldonado to Community Seat #3 to the Advisory Council on Equal Employment Opportunity (ACEEO) as recommended by the Equity Committee. Both terms expire on November 30, 2025.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The ACEEO was established in July 1991 to serve as an advisory committee to the Board of Supervisors. The ACEEO assists with the implementation of the County's Equal Employment Opportunities and Contracting Programs. The Council is composed of 13 members, and a Board committee reviews nominations to all seats except those designated for County managers and labor unions. Terms of office for seats reviewed by the Board Committee are three years.

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:

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Antoine Wilson, 925-335-1455

By: , Deputy

cc:

BACKGROUND: (CONT'D)

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.

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.

The ACEEO falls under type 2.

CONSEQUENCE OF NEGATIVE ACTION:

The ACEEO will not have the diversity needed to make decisions pertaining to EEO issues.

CHILDREN'S IMPACT STATEMENT:

None

ATTACHMENTS

Roosevelt Gibson, Jr. ACEEO Application

Eric Maldonado ACEEO Application

# Application Form

---

## Profile

### Which Boards would you like to apply for?

---

Equal Employment Opportunity Advisory Council: Submitted

Contra Costa Council on Homelessness: Submitted

Affordable Housing Finance Committee: Submitted

---

Seat Name (if applicable)

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

---

I am interested in serving as a board member because I have 20 years of administrative, managerial, analytical, law enforcement and instructional transferable skills that are relative to the duties as required by the board. I also possess a Masters Degree in Health Services Management, California Community College Credential and an Adult Teaching Credential. My Experience working with youth is as follows. As a Job Corps instructor over eight years, I delivered quality instruction in GED and Testing of Basic Adult Education (TABE) reading & math preparation as needed to Job Corps Trainees utilizing a standardized curriculum. I have worked with at risk trainees from diverse socio-economic ethnic backgrounds to provide them with the tools needed to be successful in future endeavors. I have utilized Citrix to monitor attendance and process evaluations Personal Career Development Plans and conduct reports. Additionally, as a requirement for employment, I participated in the training by the Outlet Program emphasizing the creation of safe environments for Lesbian, Gay, Bisexual, Transgender, Queer and Questioning Youth. Prior to my Career at Job Corps I worked at several universities recruiting and counseling undergraduate minority pre-med students to enter the School of Medicine throughout the country. I coordinated an early outreach component to motivate high school students (GRADES 9-12) into the health sciences. As a hobby I build computers in my spare time. I am also familiar with the latest software packages used in businesses (Microsoft Office (Excel, Access, Publisher, Word and PowerPoint)).

### This application is used for all boards and commissions

Roosevelt

First Name

Gipson Jr

Last Name

Middle Initial

  
Email Address

[Redacted]  
Home Address

Suite or Apt

[Redacted]  
City

[Redacted]  
State

[Redacted]  
Postal Code

[Redacted]  
Primary Phone

Contra Costa County GA  
Employer

Experienced Level Clerk  
Job Title

Government  
Occupation

---

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

Yes  No

---

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

Yes  No

---

## Education History

Select the highest level of education you have received:

Other

---

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

---

## College/ University A

University of Ca/Davis  
Name of College Attended

[Redacted]  
[Redacted]  
Course of Study / Major

188.5  
Units Completed

## Type of Units Completed

---

Quarter

## Degree Awarded?

---

Yes  No

B.S.

Degree Type

June 1978

Date Degree Awarded

---

## College/ University B

Golden Gate University

Name of College Attended

[REDACTED]

Course of Study / Major

36

Units Completed

## Type of Units Completed

---

Semester

## Degree Awarded?

---

Yes  No

[REDACTED]

Degree Type

June 1980

Date Degree Awarded

---

## College/ University C

Metropolitan Education

Name of College Attended



Course of Study / Major

Units Completed

## Type of Units Completed

Semester

## Degree Awarded?

Yes  No

Degree Type

Date Degree Awarded

## Other schools / training completed:

### Clinician/Practitioner Consultant

Course Studied

Hours Completed

## Certificate Awarded?

Yes  No

## Work History

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

### 1st (Most Recent)

October 2017 To Present

Dates (Month Day Year) From To

40

Hours per Week Worked?

---

### Volunteer Work?

---

Yes  No

Experienced Level Clerk

Position Title

---

### Employer's Name and Address

---

Contra Costa County, 1305 Mac Donald Ave, Richmond, Ca

---

### Duties Performed

---

EXPERIENCED LEVEL CLERK GA (GENERAL ASSISTANCE) PROGRAM (CONTRA COSTA COUNTY) -Obtain GA Roster from GA Unit -Enter GA Intake attendance into Calwin(Traffic Log) -Proctor the BSI( Mental Health Screening) Group -Complete an assessment of clients completing BSI questionnaire in CalWin -Instruct Clients on use of the self serve Kiosk -Scan confidential documents - Serve as a greeter for incoming clients -Schedule & Reschedule GA appointments -Refer clients to Job placements ,Food pantry & other resources via the Resource Room. -Issue Bus Passes/Bus tickets pending determined eligibility -Maintain records of issued Bus passes/Bus Tickets

---

2nd

December 2014-December 2016

Dates (Month Day Year) From To

40

Hours per Week Worked?

---

### Volunteer Work?

---

Yes  No

SERVICE AGENT(CONTRA COSTA COUNTY)

Position Title

---

### Employer's Name and Address

---

2500 Bates Ave, Concord Ca.

## Duties Performed

---

-Answers Covered California customer inquiries through multiple system and toll-free telephone numbers for responding to inbound and other calls as necessary; -Handles requests through Covered California customer inquiries and complaints, using business knowledge, professionalism, and efficiency, to maximize and facilitate one-call resolution; -Refers unresolved Covered California customer complaints to the Customer Service Supervisor or other appropriate staff; -Responds to Covered California customers' inquiries, complaints, and refers requests using business knowledge, policy, uniform procedures, professionalism, and efficiency to facilitate one-call resolution; -Records Covered California customer interactions, recording details of inquiries, complaints, or comments, as well as actions taken. -Provide Technical Support to assist customer in setting up and maintaining online account utilizing CAL HEER'S statewide system

---

## 3rd

10/2011 to Present

Dates (Month Day Year) From To

On Call

Hours per Week Worked?

## Volunteer Work?

---

Yes  No

Position Title

## Employer's Name and Address

---

U.S. SMALL BUSINESS ADMINISTRATION (Disaster Assistance)

## Duties Performed

---

U.S. SMALL BUSINESS ADMINISTRATION (Disaster Assistance) -Respond to a variety of customer inquiries ranging from routine to complex, and provide detailed information to the public regarding federally declared disasters and SBA's loan program. -Assist individuals and businesses with the completion of various SBA loan applications. -Assist applicants in filing an application via the Internet through use of SBA's Electronic Loan Application -Screen the ELA Home and Business applications for accuracy and completeness. -Act as a lead to subordinate Customer Service Representatives (communicating management's goals and objectives to team members.

[Board Member 03 31 18.doc](#)

Upload a Resume

---

## Final Questions

How did you learn about this vacancy?

---

Contra Costa County Homepage

---

If "Other" was selected please explain

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

---

Yes  No

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

---

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

---

Yes  No

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

---

## Application Form

---

### Profile

Eric

First Name

L

Middle Initial

Maldonado

Last Name

[REDACTED]  
Home Address

Suite or Apt

Bay Point

City

[REDACTED]  
State

[REDACTED]  
Postal Code

[REDACTED]  
Primary Phone

[REDACTED]  
Email Address

Which supervisorial district do you live in?

District 5

---

### Education

Select the option that applies to your high school education \*

High School Diploma

---

College/ University A

Name of College Attended

Diablo Valley College

Degree Type / Course of Study / Major

Business Administration

Degree Awarded?

Yes  No

---

College/ University B

Name of College Attended

Heald Business College

**Degree Type / Course of Study / Major**

---

**Degree Awarded?**

---

Yes  No

---

**College/ University C**

**Name of College Attended**

---

Nortre Dame/ Mendoza School of Business

**Degree Type / Course of Study / Major**

---

**Degree Awarded?**

---

Yes  No

---

**Other schools / training completed:**

**Course Studied**

---

Business Development

**Hours Completed**

---

48

**Certificate Awarded?**

---

Yes  No

---

**Board and Interest**

**Which Boards would you like to apply for?**

---

Equal Employment Opportunity Advisory Council: Submitted

**Seat Name**

---

Community Representative

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

---

Yes  No

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

4

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

To increase diversity of Contra Costa's labor force by working closely with community stakeholders and to increase access to the BIPOC, Women-Owned Businesses, Veterans, and Disabled by assuring that they have access to the counties contracting programs to help them build strong business that will create stronger and more vibrant communities.

---

## **Qualifications and Volunteer Experience**

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

Yes  No

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

Yes  No

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

I was the former President of the Hispanic Chamber of Commerce of Contra Costa County from 2009-2010 and reappointed in 2012-2013 and worked closely with cities, chambers of commerce and community groups throughout Contra Costa County from Pt. Richmond to the Community of Oakley and the Monument Corridor in Concord. I have also served on the Richmond Community Foundation as a corporate advisor and served on the CA State Chamber of Commerce Coalition of Minority groups by working the California Black Chamber of Commerce and the Cal Asian Chamber and the CalVet.

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

Community and Business Leader Business Management PR & Communication Specialist Bilingual in English and Spanish

[Upload a Resume](#)

---

## **Conflict of Interest and Certification**

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

Yes  No



If Yes, please identify the nature of the relationship:

---

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

---

Yes  No

If Yes, please identify the nature of the relationship:

---

Please Agree with the Following Statement

---

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

---

I Agree



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Caoile, Director of Risk Management  
Date: March 7, 2023

Subject: ACEEO Member Reappointment

---

**RECOMMENDATION(S):**

REAPPOINT Lara DeLaney to the Management Seat #1 on the Advisory Council on Equal Employment Opportunity's for a term ending November 30, 2025, as recommended by the County Administrator.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Advisory Council on Equal Employment Opportunity (ACEEO) was established in July 1991 to serve as an advisory committee to the Board of Supervisors. The ACEEO assists with the implementation of the County's Equal Employment Opportunities and Contracting Programs. The Council is composed of 13 members, and a Board committee reviews nominations to all seats except those designated for County managers and labor unions. Terms of office for seats reviewed by the Board Committee are three years.

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:

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Antoine Wilson, 925-335-1455

By: , Deputy

cc:

BACKGROUND: (CONT'D)

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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CONSEQUENCE OF NEGATIVE ACTION:

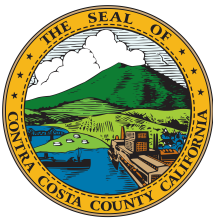
The ACEEO will not be able to increase its member diversity as established in the by-laws.

CHILDREN'S IMPACT STATEMENT:

None

ATTACHMENTS

Delaney Reappointment



# Contra Costa County

Please return completed applications to:  
Clerk of the Board of Supervisors  
1025 Escobar Street, 1st Floor  
Martinez, CA 94553  
or email to: ClerkofTheBoard@cob.cccounty.us

## BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

**First Name** \_\_\_\_\_ **Last Name** \_\_\_\_\_

**Home Address - Street** \_\_\_\_\_ **City** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Phone (best number to reach you)** \_\_\_\_\_ **Email** \_\_\_\_\_

**Resident of Supervisorial District** (if out of County, please enter N/A): \_\_\_\_\_

**Do you work in Contra Costa County?** Yes No **If Yes, in which District do you work?** \_\_\_\_\_

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

High School Diploma

CA High School Proficiency Certificate

G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded	
		Yes	No
		Yes	No
		Yes	No

Other Training Completed: \_\_\_\_\_

**Board, Committee, or Commission Name** \_\_\_\_\_ **Seat Name** \_\_\_\_\_

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

Please check one: Yes No If Yes, how many?

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

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

**I am including my resume with this application:**

Please check one: Yes No

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

Please check one: Yes No

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

Please check one:      Yes                  No

If Yes, please list the Contra Costa County advisory board(s) on which you are **currently** serving:

If Yes, please list the Contra Costa County advisory board(s) on which you have **previously** served:

**List any volunteer and community experience, including any boards on which you have served.**

**Do you have a familial relationship with a member of the Board of Supervisors?** (Please refer to the relationships listed below or Resolution No. 2011/55).

Please check one:      Yes                  No

If Yes, please identify the nature of the relationship:

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

Please check one:      Yes                  No

If Yes, please identify the nature of the relationship:

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

**Signed:**

**Date:**

**Submit this application to:** ClerkofTheBoard@cob.cccounty.us **OR** Clerk of the Board  
1025 Escobar Street, 1st Floor  
Martinez, CA 94553

*Questions about this application? Contact the Clerk of the Board at (925) 655-2000 or by email at ClerkofTheBoard@cob.cccounty.us*

**Important Information**

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2011/55, a person will not be eligible for appointment if he/she is related to a Board of Supervisors member in any of the following relationships: mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, great-granddaughter, first-cousin, husband, wife, father-in-law, mother-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouses' grandson, registered domestic partner, relatives of a registered domestic partner as listed above.
8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.



**Contra  
Costa  
County**

To: Board of Supervisors

From: Ken Carlson

Date: March 7, 2023

**Subject:** ACCEPT Resignation of Dylan Johnson to the District IV Seat of the Alcohol and Other Drugs Advisory Board

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Dylan Johnston DECLARE a vacancy for the District IV Seat on the Alcohol and Other Drugs Advisory Board to complete the term with an expiration date of June 30, 2023.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The mission of the Contra Costa County Alcohol and Other Drugs Advisory Board is to assess family and community needs regarding treatment and prevention of alcohol and drug abuse problems. The Alcohol and Other Drugs Advisory Board works in collaboration with the Alcohol and Other Drugs Services of Contra Costa Health Services. They provide input and recommendations as they pertain to alcohol and other drugs prevention, intervention, and treatment services. Dylan Johnston was appointed to the Alcohol and Other Drugs

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Manny Bowlby, 925-655-2350

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Advisory Board and has resigned from the seat.

CONSEQUENCE OF NEGATIVE ACTION:

The vacancy will not be recognized and the seat will not be filled with an eligible representative.





Contra  
Costa  
County

To: Board of Supervisors  
From: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE  
Date: March 7, 2023

Subject: Accessible Transportation Strategic Plan: Approve Coordinating Entity - Measure X Funding MOU with CCTA

---

**RECOMMENDATION(S):**

As a condition of a performance payment to the Contra Costa Transportation Authority in the amount of \$280,000, APPROVE proposal of the Contra Costa Transportation Authority to form a partnership with a new or existing nonprofit community-based organization as the type of Coordinating Entity to be established to implement the recommendations of the Accessible Transportation Strategic Plan,

**FISCAL IMPACT:**

None. Measure X funding was authorized by a previous Board action.

**BACKGROUND:**

The County's Memorandum of Understanding (MOU)\* with CCTA to provide Measure X funding for the implementation of the Accessible Transportation Strategic (ATS) Plan includes five payments. Each payment is tied to specific performance requirements that must be met in order to release funding. Performance requirements for Payments 1-3 and 5 are reviewed and processed administratively.

Payment #4 requires concurrence from the Board of Supervisors on the form of the CE being established by the Contra Costa Transportation Authority and is the subject of this report.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: John Cunningham, 925-655-2915

By: , Deputy

cc:

BACKGROUND: (CONT'D)

**Coordinating Entity Recommendation in the ATS Plan**

The ATS Plan included a recommendation to create a new "coordinating entity" that would be responsible for implementing the recommendations of the Plan. The lack of a responsible party was identified as a weakness in prior plans. The following is the recommendation in the ATS Plan for the CE:

*Establish a Dedicated Countywide Coordinated Entity (CE)*

*A CE should either be created or designated to implement countywide study recommendations. The Task Force (TF) will be responsible for determining where this entity should be housed – it could be in an existing non-profit or public agency, or the TF could determine that a new entity will need to be established.*

As shown in the language above, the ATS Plan did not determine what type of organization the CE would ultimately be. This was to be explored and determined after the adoption of the ATS Plan by the ATS Task Force.

The ATS Task Force met for just over a year and among other activities, developed a recommendation for the type of CE that should be established. The Task Force reviewed the following organization types as potential options for CE designation:

- One of the Contra Costa public transit agencies (AC Transit, County Connection, Tri Delta Transit, WestCAT)
- The Contra Costa Transportation Authority
- A new or existing non-profit
- A new joint powers authority

At their October 20, 2022 meeting, the ATS Plan Task Force recommended to the CCTA that a framework be established for the Countywide CE as a nonprofit/CCTA partnership.

The CCTA Board considered the Task Force recommendation at their December 21, 2022 meeting with Ying Smith (Director of Programs) explaining that CCTA would establish a new non-profit CE to coordinate the accessible transportation programs and services with the intent that the transit operators maintain authority over their ADA paratransit operations. The CCTA Board concurred with the Task Force recommendation and approved the establishment of a framework and concept for the Countywide Coordinating Entity with a unanimous vote. The meeting minutes from the 12-21-22 CCTA Board meeting are attached to this staff report.

**Measure X CE Payment**

The Measure X MOU includes the following language related to Payment #4 which addresses the establishment of a new Coordinating Entity.

*Task 3. Identify and, if necessary, create, the Coordinating Entity and take all feasible steps to establish the entity's operations. For the Coordinating Entity to be created, the task force will submit its final recommendation for approval to the County Board of Supervisors, through the County's Conservation and Development Department, and to CCTA's Board. Both parties shall agree on the organization type of the Coordinating Entity in order for the 20% Coordinating Entity funding to be provided per Schedule 2. The two parties shall meet as necessary to come to an agreement. Payment 4: 20% will be paid within 60 days of receipt of an invoice and supporting documentation establishing that the Board of Supervisors and CCTA have approved the Coordinating Entity recommendation in accordance with Schedule 1. (Task 3)*

**Discussion**

The ATS Task Force conducted a robust, public process which ultimately led to a staff recommendation of a CCTA/non-profit partnership as the CE. The Task Force voted unanimously in support of the recommendation. A diverse range of stakeholders participated in the dialog including executive staff and Board members from Contra Costa's public transit operators, non-profit staff, local elected officials, and Contra Costa Health Services staff.

**Transportation, Water, and Infrastructure Committee (TWIC) Discussion**

The ATS Plan is on the TWIC list of referrals, the Committee discussed this matter at their February 14th meeting and approved bringing it to the Board of Supervisors meeting with recommendation to approve.

\*Agreement No. 623 "Funding MOU Between County of Contra Costa and the Contra Costa Transportation Authority, effective April 1, 2022, for the Implementation of the Accessible Transportation Strategic Plan" (Link to [Agreement No. 623](#))

CONSEQUENCE OF NEGATIVE ACTION:

If the action is not taken, then CCTA would not be eligible for Payment 4 as established in the Accessible Transportation Strategic Plan Measure X Funding MOU.

ATTACHMENTS

12-21-22 CCTA Board Minutes



**Authority Board Meeting MINUTES**

**MEETING DATE:** Wednesday, December 21, 2022

**MINUTES PREPARED BY:** Tarienne Grover

**MEMBERS PRESENT:**

Chris Kelley, Chair  
 Federal Glover, Vice Chair  
 Newell Arnerich, Commissioner  
 Tom Butt, Commissioner  
 Teresa Gerringer, Commissioner  
 Loella Haskew, Commissioner  
 Dave Hudson, Commissioner  
 Karen Mitchoff, Commissioner  
 Sue Noack, Commissioner  
 Lamar Thorpe, Commissioner  
 Mark Foley, Ex-Officio Rep.  
 Maureen Powers, Ex-Officio Rep.

**STAFF PRESENT:**

Colin Clarke  
 Peter Engel  
 Tarienne Grover  
 Timothy Haile  
 Jack Hall  
 Christina Hartley  
 Jacqueline Hill  
 John Hoang  
 Stephanie Hu  
 Brian Kelleher  
 Matt Kelly  
 Hisham Noeimi  
 Irene Ortega  
 Jackie Reyes  
 Ying Smith  
 Sherri Sylva  
 Yuliana Tjeng  
 Linsey Willis  
 Amara Morrison, Legal Counsel

**MEMBERS ABSENT:**

Aaron Meadows, Commissioner

**1. CONVENE MEETING:** *Chris Kelley, Chair*

**DISCUSSION:** Chair Kelley convened the meeting at 6:00 PM. Commissioner Meadows was absent, and Rep. Powers had not yet arrived.

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT:** Members of the public are invited to address the Authority regarding any item that is not listed on the agenda. Please refer to the Teleconferencing Special Notice for Public Comment guidelines.

**DISCUSSION:** Rashidi Barnes, Tri Delta Transit, introduced himself as the new Chief Executive Officer for Tri Delta Transit.

Debbie Toth, Choice in Aging, thanked Peter Engel, Director, Programs, for his efforts on accessible transportation.

Rep. Powers joined the meeting at 6:04 PM.

#### 4. PRESENTATIONS

##### CONSENT CALENDAR

**ACTION:** Commissioner Mitchoff moved to approve the consent calendar, seconded by Commissioner Arnerich. The motion was adopted by unanimous vote of the commissioners present, unless otherwise noted.

**Noes-**None

**Absent-**Commissioner Meadows

**Abstain-**None

#### 5. APPROVAL OF MINUTES

- A. Authority Board Minutes of November 16, 2022
- B. Authority Board Special Minutes of December 7, 2022

#### 6. Administration & Projects Committee - Consent:

- A. Accept Monthly Accounts Payable Invoice Report for October 2022

**Recommendation:** Staff seeks acceptance of the monthly accounts payable invoice report for October 2022.

- B. Accept Consultant Agreement Amendments for Various Projects

**Recommendation:** Staff seeks authorization for the Chair to execute Amendment No. 4 to Agreement No. 532 with Kimley-Horn and Associates to extend the agreement termination date to December 31, 2024, with no increase in budget, Amendment No. 2 to Agreement No. 473 with NV5 Global, Inc. to extend the agreement termination date to December 31, 2023, with no increase in budget, and Amendment No. 9 to Agreement No. 430 with Quincy Engineering, Inc. to extend the agreement termination date to June 30, 2023, with no increase in budget.

- C. Authorization to Execute Amendment No. 1 to Agreement No. 578 with Baker Tilly US, LLP (Baker Tilly) for Executive Recruitment Services

**Recommendation:** Staff seeks authorization for the Chair to execute Amendment No. 1 to Agreement No. 578 with Baker Tilly, to provide additional executive recruitment services, and to allow the Executive Director or designee to make any non-substantive changes to the language. This amendment will extend the agreement termination date from December 31, 2022 to December 31, 2023, with no increase in budget.

D. Legislative Update

**Recommendation:** Staff will provide an update on legislation, along with addressing any questions that may arise. The Authority may take action on any item presented in the attachment or any State or Federal legislation pertaining to the Authority's legislative program.

7. Planning Committee - Consent:

- A. NEW ITEM: City of El Cerrito – El Cerrito del Norte Transit-Oriented Development Complete Streets Improvement (Project 250004/120061) – Request for Approval of the 65% Design Peer Review

**Recommendation:** Staff seeks approval of the Technical Coordinating Committee's recommendation to have the 65% design peer review approved by the Authority Board.

- B. NEW ITEM: Approval of Proposed Actions to Various Funding Resolutions

**Recommendation:** Staff seeks approval of Resolution 17-47-G (Rev 2), which will extend the term of the resolution through December 31, 2024 with the City of Pinole; Resolutions 15-48-G (Rev 3), 18-64-G (Rev 2), and 19-62-G (Rev 2), which will terminate the resolutions with the East Bay Regional Park District, Resolution 15-15-G (Rev 4), which will terminate the resolution with the City of El Cerrito; and Resolution 17-46-G (Rev 2), which will terminate the resolution with Bay Area Rapid Transit.

- C. NEW ITEM: Authorization to Execute Amendment No. 3 to Agreement No. 465 with Placeworks, Inc. (Placeworks) for On-Call Planning Services

**Recommendation:** Staff seeks authorization for the Chair to execute Amendment No. 3 to Agreement No. 465 with Placeworks, and to allow the Executive Director or designee to make any non-substantive changes to the language. This amendment will extend the agreement termination date from December 31, 2022 to June 30, 2023, with no increase in budget.

- D. NEW ITEM: Authorization to Execute Amendment No. 3 to Agreement No. 523 with Nelson\Nygaard Consulting Associates, Inc. (Nelson\Nygaard) for the Accessible Transportation Strategic Plan (ATSP) Task Force and Implementation Services

**Recommendation:** Staff seeks authorization for the Chair to execute Amendment No. 3 to Agreement No. 523 with Nelson\Nygaard, in the amount of \$125,000, for a new total agreement value of \$623,700, to provide additional ATSP implementation services, and to allow the Executive Director or designee to make any non-substantive changes to the language. This amendment will extend the agreement termination date from December 31, 2022 to June 30, 2024.

**REGULAR AGENDA ITEMS**

**8. Administration & Projects Committee - Regular:**

**A. Approval of Proposed Measure J Reserve Policy (Policy)**

**Recommendation:** Staff seeks approval of Resolution 22-33-P, which will approve the proposed Policy that defines the mechanism for funding the Reserve, identifies eligible uses of Reserve funds, and required approvals to utilize funds from the Reserve.

**ACTION:** *Commissioner Arnerich* moved to approve Resolution 22-33-P, which will approve the proposed Measure J Reserve Policy that defines the mechanism for funding the Reserve, identifies eligible uses of Reserve funds, and required approvals to utilize funds from the Reserve, seconded by *Commissioner Noack*. The motion was adopted by unanimous vote of the commissioners present, unless otherwise noted.

**Noes-***None*

**Absent-***Commissioner Meadows*

**Abstain-***None*

**DISCUSSION:** Hisham Noeimi, Director, Programming provided a brief background and overview of the Measure J Reserve Policy including the Measure J Transportation Expenditure Plan, the impacts of the 2008 Great Recession on Measure J revenues, projected revenues, and imposed expenditure caps. Mr. Noeimi also provided an overview of capital project delivery status, the Authority's support of local jurisdictions and agencies through various Measure J programs, along with an overview of the Measure J Reserve and its eligible uses, funding mechanisms, and required approvals.

Commissioners provided comments.

**B. NEW ITEM: Consideration, Review, and Input of Administrative Code Section 104.6 and Resolution 91-11-A, Revision 2 to Establish Representative Positions on the Authority Board**

**Recommendation:** Staff seeks Authority Board input on the requirements for the Metropolitan Transportation Commission representative on the Authority Board and seeks direction on the requirements and/or any potential revisions to Administrative Code Section 104.6 and Resolution 91-11-A, Revision 2 to establish representative positions on the Authority Board.



**ACTION:** Commissioner Mitchoff moved to direct staff to revise Resolution 91-11-A, Revision 2, to clarify that the two Metropolitan Transportation Commission representatives on the Authority Board can also serve as primary Authority Board Members and bring it back to the Authority Board meeting in January 2023 for consideration of approval, seconded by Commissioner Gerringer. The motion was adopted by unanimous vote of the commissioners present, unless otherwise noted.

**Noes-**None

**Absent-**Commissioner Meadows

**Abstain-**None

**DISCUSSION:** Timothy Haile, Executive Director, provided a brief background of the Metropolitan Transportation Commission (MTC) representative positions and the need to update the language in the resolution to allow the two MTC representatives to also serve as primary Authority Board members.

Commissioner provided comments. Staff responded to comments from commissioners.

## 9. Planning Committee - Regular:

### A. NEW ITEM: Coordinating Entity (CE) Update and Recommendation

**Recommendation:** Staff seeks approval for the establishment of a framework and concept for the Countywide CE and input from the Authority Board to inform next steps.

**ACTION:** Commissioner Butt moved to approve the establishment of a framework and concept for the Countywide Coordinating Entity, seconded by Commissioner Mitchoff. The motion was adopted by unanimous vote of the commissioners present, unless otherwise noted.

**Noes-**None

**Absent-**Commissioner Meadows

**Abstain-**None

**DISCUSSION:** Peter Engel, Director, Programs provided a brief background of the Accessible Transportation Strategic Plan (ATSP), Measure J expenditure plan and regional initiatives and discussed the recommendation from the ATSP Task Force to create a Coordinating Entity (CE) and development of guiding principles on the structure of the CE. Ying Smith, Director, Mobility Programs discussed the proposed framework for the CE and its supporting networked infrastructure, the roles of the Authority Board, and the establishment of the Office of Accessibility and Equity (OAE) and formation of an OAE Advisory Committee. Ms. Smith further announced that the Authority would establish a new non-profit CE to coordinate the accessible transportation programs and services and the proposed framework's intent for the transit operators to continue to maintain authority

over their paratransit operations. She further discussed the stages of the CE development to include the development of the OAE, seeking the Consolidated Transportation Services Agency designation with the Authority's intent to not claim Transportation Development Act and State Transit Assistance funding, and the formation of the CE with the primary goal to enhance accessible transportation.

Mr. Engel discussed the potential revenue sources such as Contra Costa County's Measure X and the Authority's Measure J.

Commissioners provided comments. Staff responded to comments from commissioners.

Public Comment:

Debbie Toth, Choice in Aging, spoke in favor of the development of a CE.

## 10. CORRESPONDENCE AND COMMUNICATIONS

- A. Summary of the Authority Board Workshop held September 15-16, 2022 at the Don Tatzin Community Hall in Lafayette, CA

## 11. ASSOCIATED COMMITTEE REPORTS

- A. Central County (TRANSPAC): Meeting Report for the regular meeting on December 8, 2022
- B. East County (TRANSPLAN): Meeting Report for the regular meeting on December 8, 2022
- C. Southwest County (SWAT): Notice of Cancellation for the regular meeting on December 5, 2022
- D. West County (WCCTAC): Meeting Report for the regular meeting on December 9, 2022 (*Meeting handout if available*)

## 12. AUTHORITY BOARD AND STAFF COMMENTS

- A. Chair's Comments and Reports

**DISCUSSION:** Chair Kelley thanked outgoing Commissioners Butt, Mitchoff, and White, and Representative Worth for their many years of service on the Authority Board.

Commissioners Butt and Mitchoff provided outgoing comments.

Representative Worth provided outgoing comments.

**B.** Commissioners' and Ex-Officio Representatives' Comments and Reports on Activities and Meetings

**DISCUSSION:** Commissioner Gerring announced that she attended the American Public Transportation Association's TRANSform conference in Seattle, Washington from October 9-12, 2022.

Vice Chair Glover thanked outgoing Authority Board Members for their service to the Authority.

**C.** Executive Staff Comments

**DISCUSSION:** Timothy Haile, Executive Director, thanked the outgoing Authority Board members, and announced that they will be invited to the February Authority Board meeting to thank them for their service. He thanked Peter Engel, Director, Programs, and Irene Ortega, Accounting Specialist, for their years of service at the Authority. He introduced the Authority's new Administrative Assistant Jacqueline Hill. He discussed the potential branding for the Authority; Presto and GoCoCo are the two names that are being considered. He discussed meetings with Concord First Partners and the City of Concord on the Term Sheet for the Concord Naval Weapons Station. He also discussed the meetings regarding the Bay Area Rapid Transit (BART) Bus Feeder services and the need for funding and BART to continue these services in Contra Costa County. Mr. Haile further discussed the 2022 Activities and Accomplishments, and federal appropriations that will provide funding for projects in Contra Costa County.

Mr. Engel provided outgoing comments and thanked the Authority Board and staff.

Ms. Hill provided an introduction.

**13. CALENDAR**

- A.** December 2022, and January, February, and March 2023
- B.** Calendar of Upcoming Events

**14. CLOSED SESSION**

- A.** Public Employee Performance Evaluation Pursuant to Government Code § 54957  
Title: Executive Director

**Recommendation:** Conference with Labor Negotiators Pursuant to Government Code § 54957.6

Agency Designated Representative: Chris Kelley, Chair

Unrepresented Employee: Executive Director

**DISCUSSION:** Commissioners, staff, and legal counsel convened into Closed Session at 7:48 PM. Reps. Foley and Powers left the meeting at 7:48 PM.

**15. RECONVENE IN OPEN SESSION**

**A.** Report on Action Taken in Closed Session

**DISCUSSION:** Commissioners, staff, and legal counsel reconvened into Open Session at 8:11 PM. Vice Chair Glover left the meeting at 8:11 PM.

Chair Kelley announced that there was no reportable action.

**16. ADJOURNMENT** to the next regular meeting proposed for January 18, 2023 at 6:00 PM.

**DISCUSSION:** The meeting was adjourned at 8:11 PM.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services  
Date: March 7, 2023

**Subject:** Establish the Food Service Worker series, reclassify, and reallocate positions in the Health Services Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25592, to establish the following three (3) classifications:

1. Food Service Worker - Generalist (1KVG) (represented) at salary plan and grade TB5 1002 (\$3,947 - \$4,798) with five (5) steps and reclassify twenty-six (26) Institutional Services Worker - Generalist (1KVD) (represented) Position Numbers #7663, 7668, 7670, 7679, 7681, 7701, 7722, 7723, 8163, 8559, 8560, 8886, 8890, 8891, 9028, 9033, 12810, 12812, 12813, 14461, 14462, 14470, 14471, 19732, 19733, and 19734;
2. Food Service Worker - Specialist (1KVH) (represented) at salary plan and grade TB5 1003 (\$5,038) with one (1) step and reclassify five (5) Institutional Services Worker - Specialist (1KVE) (represented) Position Numbers #7675, 7694, 8888, 8889, and 9026;
3. Food Service Worker - Lead (1KNA) (represented) at salary plan and grade TB5 1004 (\$5,506) with one (1) step and reclassify four (4) Institutional Services Worker - Lead (1KVF) (represented) Position Numbers #7688, 7709, 9027, and 14388, in the Health Service Department; and

Reallocate the salaries of the following classifications:

Institutional Services Aide (1KWC) (represented) from salary plan and grade TB5 0828 (\$3,229 - \$3,925) to salary plan and grade TB5 0828 (\$3,596- \$4,372);

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

, County Administrator and Clerk of the Board of Supervisors

Contact: Larita Clow, (925) 957-5244

By: , Deputy

cc: HRIS

**RECOMMENDATION(S): (CONT'D)**

Institutional Services Aide - Project (1KW4) (represented) from salary plan and grade TB5 0828 (\$3,229 - \$3,925) to salary plan and grade TB5 0828 (\$3,596- \$4,372);  
Institutional Services Worker - Project (1KV1) (represented) from salary plan and grade TB5 0922 (\$3,544 - \$4,308) to salary plan and grade TB5 0922 (\$3,947 - \$4,798);  
Institutional Services Worker (Generalist) (1KVD) (represented) from salary plan and grade TB5 0922 (\$3,544 - \$4,308) to salary plan and grade TB5 0922 (\$3,947 - \$4,798);  
Institutional Services Worker (Specialist) (1KVE) (represented) from salary plan and grade TB5 1167 (\$4,518) to salary plan and grade TB5 1167 (\$5,038);  
Institutional Services Worker (Lead) (1KVF) (represented) from salary plan and grade TB5 1257 (\$4,939) to salary plan and grade TB5 1258 (\$5,506); and  
Environmental Services Supervisor (1WHB) (represented) from salary plan and grade ZA5 1136 (\$4,381 - \$5,325) to salary plan and grade ZA5 1136 (\$4,983 - \$6,057).

**FISCAL IMPACT:**

Upon approval, this action will result in a total annual cost increase of approximately 154,863, which includes \$40,150 in pension cost. The increase to salary and benefit costs will be fully funded by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

The Health Services Department is requesting to establish the classifications of Food Service Worker (Generalist, Specialist, and Lead) for its Food and Nutrition Services Program located at the Contra Costa Regional Medical Center (CCRMC).  
The Institutional Services Worker (Generalist, Specialist, and Lead) classifications were established in September of 1982 for positions in Environmental Services and Food Services at CCRMC. The need for two separate series of classifications is due to the difference in duties, responsibilities, and competencies in the Food Services and Environmental Services assignments, as well as the knowledge, skills, and abilities required in each assignment. The duties and responsibilities in the Food Services assignment range from routine work involved in food preparation and serving in the kitchen or cafeteria lines, as well as cleaning and sweeping in those areas. The duties and responsibilities in the Environmental Services assignment involve cleaning bathrooms, cleaning furniture and equipment, sweeping and vacuuming floors, moving furniture and equipment, and preparing minor equipment at CCRMC and its Health Centers.  
In order to recruit for the Food Services positions, the Health Services Department is requesting the above-mentioned classifications be established and all Institutional Services Worker (Generalist, Specialist, and Lead) positions assigned to Food Services be reclassified to Food Service Worker (Generalist, Specialist, and Lead) positions.

In addition, we are reallocating the Institutional Services Aide, the Institutional Services Worker (Generalist, Specialist, Lead) series, and the Environmental Services Supervisor in order to assist with recruitment and retention efforts. The Food Service Worker (Generalist, Specialist, Lead) salaries will align with the Institutional Services Worker (Generalist, Specialist, Lead).

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the Department will not be able to recruit for the required knowledge, skills, and abilities specific to Food Services, and will continue to rely on staff who are not appropriately classified. Additionally, the Institutional Services Worker series will continue to experience recruitment and retention issues.

**ATTACHMENTS**

P300 No. 25592 HSD

P300 No. 25592 - Attachment 1

**POSITION ADJUSTMENT REQUEST**

NO. 25592  
DATE 3/6/2020

Department Health Services

Department No./  
Budget Unit No. 0540 Org No. 6501 Agency No. 18

Action Requested: Establish three classifications, and reclassify positions in the Health Services Department. (See Attachment #1)

Proposed Effective Date: \_\_\_\_\_

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

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

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

Total annual cost \$154,863 Net County Cost \$0.00  
Total this FY \$51,621 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Hospital Enterprise Fund I

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

Larita Clow

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

2/27/2023

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/27/2023

See Attachment #1

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Alycia Leach

2/27/2023

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

3/2/2023

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 3/2/2023

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

**ATTACHMENT #1**

**ADOPT Position Adjustment Resolution No. 25592, to establish the following three (3) classifications:**

1. Food Service Worker - Generalist (1KVG) (represented) at salary plan and grade TB5 1002 (\$3,947 - \$4,798) with five (5) steps and **reclassify** twenty-six (26) Institutional Services Worker - Generalist (1KVD) (represented)

Position Numbers:

1. 7663 – Vacant
  2. 7668 – EE #73839 at step 5
  3. 7670 – EE #91561 at step 5
  4. 7679 – EE #75541 at step 5
  5. 7681 – EE #85173 at step 2
  6. 7701 – EE #85154 at step 5
  7. 7722 – EE #81577 at step 5
  8. 7723 – EE #92804 at step 5
  9. 8163 – EE#92857 at step 5
  10. 8559 – EE #92718 at step 5
  11. 8560 – EE #92199 at step 1
  12. 8886 – Vacant
  13. 8890 – EE #93117 at step 4
  14. 8891 – Vacant
  15. 9028 – EE #92905 at step 4
  16. 9033 – EE #89197 at step 3
  17. 12810 – EE #70099 at step 5
  18. 12812 – EE #86478 at step 2
  19. 12813 – Vacant
  20. 14461 – Vacant
  21. 14462 – Vacant
  22. 14470 – Vacant
  23. 14471 – Vacant
  24. 19732 – Vacant
  25. 19733 – Vacant
  26. 19734 – Vacant
- 
2. Food Service Worker - Specialist (1KVH) (represented) at salary plan and grade TB5 1003 (\$5,038) with one (1) step and **reclassify** five (5) Institutional Services Worker - Specialist (1KVE) (represented)

Position Numbers

1. 7675 – EE #91375
2. 7694 – EE #91384
3. 8888 – EE #87504
4. 8889 – EE #78902
5. 9026 – EE #87861

**ATTACHMENT #1**

3. Food Service Worker - Lead (1KNA) (represented) at salary plan and grade TB5 1004 (\$5,506) with one (1) step and **reclassify** four (4) Institutional Services Worker - Lead (1KVF) (represented)

Position Numbers

1. 7688 – EE #57192
2. 7709 – EE #87435
3. 9027 – EE #87442
4. 14388 – EE #80293

**And reallocate the salaries of the following classifications:**

- Institutional Services Aide (1KWC) (represented) from salary plan and grade TB5 0828 (\$3,229 - \$3,925) to salary plan and grade TB5 0828 (\$3,596- \$4,372);
- Institutional Services Aide - Project (1KW4) (represented) from salary plan and grade TB5 0828 (\$3,229 - \$3,925) to salary plan and grade TB5 0828 (\$3,596- \$4,372);
- Institutional Services Worker - Project (1KV1) (represented) from salary plan and grade TB5 0922 (\$3,544 - \$4,308) to salary plan and grade TB5 0922 (\$3,947 - \$4,798);
- Institutional Services Worker (Generalist) (1KVD) (represented) from salary plan and grade TB5 0922 (\$3,544 - \$4,308) to salary plan and grade TB5 0922 (\$3,947 - \$4,798);
- Institutional Services Worker (Specialist) (1KVE) (represented) from salary plan and grade TB5 1167 (\$4,518) to salary plan and grade TB5 1167 (\$5,038);
- Institutional Services Worker (Lead) (1KVF) (represented) from salary plan and grade TB5 1257 (\$4,939) to salary plan and grade TB5 1258 (\$5,506); and
- Environmental Services Supervisor (1WHB) (represented) from salary plan and grade ZA5 1136 (\$4,381 - \$5,325) to salary plan and grade ZA5 1136 (\$4,983 - \$6,057).



Contra  
Costa  
County

To: Board of Supervisors  
From: Ellen McDonnell, Public Defender  
Date: March 7, 2023

**Subject:** Add one Public Defender Client Services Specialist and one Legal Assistant to the Public Defender's Office

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment No. 26119 to add one (1) Public Defender Client Services Specialist (26SC) (represented) position at salary plan and grade QV5 1521 (\$6,416.16 - \$7,798.88) and one (1) Legal Assistant (2Y7B) (represented) at salary plan and grade ZB5 1337 (\$5,346.29 - \$6,498.45) in the Public Defender's Office.

**FISCAL IMPACT:**

Upon approval of these positions, there will be no additional County cost in the current FY (100% 2011 Realignment funding), and a County cost of \$172,948 in FY 23/24 (100% GF). The costs will be offset with a reduction in contract expenses. No net fiscal impact.

**BACKGROUND:**

Stand Together Contra Costa is an innovative partnership between Contra Costa County and local Community Based Organizations ("CBOs") operated through the Office of the Public Defender which launched in March 2018. Stand Together Contra Costa provides legal services and community education to support due process, safety, and justice for immigrant families in Contra Costa County through the provision of community education, free legal clinics, and no-cost

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Ali Saidi, (510) 412-4931

By: , Deputy

cc:

BACKGROUND: (CONT'D)

removal defense legal services for indigent Contra Costa residents in need of legal representation in deportation proceedings. Since launch, Stand Together Contra Costa has been a highly successful program which serves as a direct conduit between the County's social services array and our vulnerable immigrant populations who are seeking access to services and accurate information about issues of particular concern to marginalized immigrant populations. The program fills a crucial role in promoting due process in Contra Costa's immigrant legal services landscape, as it is the only program in the County which provides pro bono deportation defense services to our indigent immigrant families.

With high levels of volatility in philanthropic funding and with significant levels of turnover at CBO partners, moving the functions of legal assistance and community engagement/services navigation in-house at the Office of the Public Defender will be more efficient and provide greater stability in service delivery for these complex and often long-lasting cases. Shifting these critical programmatic functions from CBOs into the Office of the Public Defender will improve service delivery and will increase operational efficiency for the legal assistance, navigation, and community engagement functions of Stand Together Contra Costa.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the resources committed to the project would not be allocated to support legal services and community engagement for those in our community seeking legal due process in the immigration legal system.

CHILDREN'S IMPACT STATEMENT:

Over 27% of current Stand Together Contra Costa clients are immigrant children aged 0-17. This action will enable the Office of the Public Defender to improve legal services delivery and holistic services navigation to this vulnerable population of children.

ATTACHMENTS

P300 26119

**POSITION ADJUSTMENT REQUEST**

NO. 26119  
DATE 2/16/2023

Department Public Defender's Office Department No./  
Budget Unit No. 0243 Org No. 2919 Agency No. 43

Action Requested: ADOPT Position Adjustment No. 26119 to add one (1) full-time Public Defender Client Services Specialist (26SC) position at salary plan and grade QV5 1521 (\$6,416.16 - \$7,798.88) and one (1) full-time Legal Assistant (2Y7B) at salary plan and grade ZB5 1337 (\$5,346.29 - \$6,498.45) to the Public Defender's Office.

Proposed Effective Date: 2/15/2023

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

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

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

Total annual cost \$220,617.00 Net County Cost \$172,948.00  
Total this FY \$47,220.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% AB109 funding for current FY, 100% GF for FY 23/24

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

Ali Saidi

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

E.Farrell (for Paul Reyes)

2/16/2023

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/21/2023

Add one (1) Public Defender Client Services Specialist (26SC) position at salary plan and grade QV5 1521 (\$6,416.16 - \$7,798.88) and one (1) Legal Assistant (2Y7B) at salary plan and grade ZB5 1337 (\$5,346.29 - \$6,498.45) in the Public Defender's Office.

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Amanda Monson

2/21/2023

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

3/2/2023

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: \_\_\_\_\_

Paul Reyes

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

No. \_\_\_\_\_

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

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

USE ADDITIONAL PAPER IF NECESSARY





Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: March 7, 2023

Subject: Add one Employment and Human Services Division Manager (XADD) (represented)

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 26124 to add one (1) Employment and Human Services Division Manager (XADD) (represented) at Salary Plan and Grade ZA2 1841 (\$9,072.35- \$11,613.75), for a limited period through July 31, 2023, pending the announced retirement of an incumbent in the Children and Family Services Bureau of the Employment and Human Services Department (EHSD).

**FISCAL IMPACT:**

Upon approval of this action, the total cost adjustment of salary and benefits will increase by \$12,487 this fiscal year for the limited time duration of the position, which we anticipate ending on July 23, 2023. There will be an increase/decrease in pension cost by \$14,531. This position is located in the Children and Family Services Bureau with funding sources/ratios of 72% State, 19% Federal, and 19% County.

**BACKGROUND:**

The Employment and Human Services Department (EHSD) is requesting to add one (1) Employment and Human Services Division Manager position temporarily pending the retirement of an incumbent Employment and Human Services Division

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Anna Adriano, (925) 608-5024

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Manager. The Division manager position is critical in the operations of Children and Family Services (CFS). They have the responsibility of identifying and securing Relative Family Approval (RFA) placement for youth in need of alternate care. This position has become increasingly crucial since the implementation of the Continuum of Care Reform and the decrease in available beds and placement resources for high-level placement needs youth. This position is an anticipation of the retirement on July 31, 2023, of an incumbent Employment and Human Services Division Manager. The Department is requesting the creation of a parallel position to the ensure adequate training and smooth transition of responsibilities.

CONSEQUENCE OF NEGATIVE ACTION:

If not filled, management and oversight of Child Welfare Operations, Services and Support to Social Work Supervisors, Social Workers and youth in need of placement will diminish. Creating increased liabilities, challenges in delivering services, securing placement, shelter options in addition to a potentially negative impact on supervision, safety, risk and oversight of Bureau policies as well as children in foster care.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

AIR 52563 P300 26124 Add DM

**POSITION ADJUSTMENT REQUEST**

NO. 26124  
DATE 2/10/2023

Department Employment and Human Services Department No./  
Budget Unit No. 0501 Org No. 5450 Agency No. 19

Action Requested: ADOPT Position Adjustment Resolution No. 26124 to add one (1) Employment and Human Services Division Manager (XADD) (represented) at Salary Plan and Grade ZA2 1841 (\$9,072.35- \$11,613.75) in the Children and Family Services Bureau of the Employment and Human Services Department (EHSD).

Proposed Effective Date: 1/1/2022

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

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

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

Total annual cost \$49,292.00 Net County Cost \$37,462.00  
Total this FY \$14,531.00 N.C.C. this FY \$12,487.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 9% Federal, 72% State, 19% County cost

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

Marcie Clark

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

2/22/2023

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/22/2023

Add one Employment and Human Services Division Manager (XADD) (represented) at Salary Plan and Grade ZA2 1841 (\$9,072.35- \$11,613.75), for a limited period through July 31, 2023, pending the announced retirement of an incumbent in the Children and Family Services Bureau of the Employment and Human Services Department (EHSD).

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Gladys Reid

2/22/2023

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE \_\_\_\_\_

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

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

No. \_\_\_\_\_

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

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

USE ADDITIONAL PAPER IF NECESSARY



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Robert Campbell, Auditor-Controller  
Date: March 7, 2023

**Subject:** Add two Systems Accountant I positions

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 26120 to add two (2) full-time Systems Accountant I (LWWB) (represented) positions at salary level ZB5-1694 (\$7,613.18 - \$9,253.87) in the Auditor-Controller's Office.

**FISCAL IMPACT:**

The total annual cost of this action will be approximately \$351,000 and will include pension costs totaling approximately \$52,000, 100% General Fund. For the remainder of FY 2022-23, the Department will absorb the costs with anticipated salary savings from vacant funded positions. A general purpose revenue allocation is being recommended as part of the FY 2023-24 budget development to provide ongoing sustainable funding for the positions.

**BACKGROUND:**

Contra Costa County has contracted with Workday, Inc. ("Workday") for a hosted subscription to Workday's financial management software services in order to replace the current legacy finance system. Workday will eliminate many of the County's manual processes and reduce the amount of paper used. The solution is designed to allow for electronic input of transactions, with real-time validation, thus enhancing the accuracy and efficiency of the process.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Robert Campbell (925) 608-9300

By: , Deputy

cc: HRIS

BACKGROUND: (CONT'D)

Additionally, users will be able to track the status of any transaction they have entered or approved, leading to improved workflows and transparency. Workday is scheduled to go live on April 1, 2023.

Both the Auditor's Office and the Department of Information Technology will require additional positions to provide ongoing technical support for the Workday system. Based on the anticipated requirements for the initial fiscal year following the system's implementation, the Auditor's Office has concluded that the hiring of two systems accountants will adequately address the needs of the department. The Department may request further personnel adjustments once the system is fully deployed and workload impacts can be fully assessed by the County.

CONSEQUENCE OF NEGATIVE ACTION:

The Workday system will not be provided adequate technical staff support and the County's financial processes may run the risk of failure.

ATTACHMENTS

P300 26120

**POSITION ADJUSTMENT REQUEST**

NO. 26120  
DATE 2/17/2023

Department Auditor-Controller Department No./  
Budget Unit No. 0010 Org No. 1013 Agency No. 10  
Action Requested: Add two (2) Systems Accountant I positions (LWWB) (ZB5-1694) in the Auditor-Controller's Office  
Proposed Effective Date: 3/8/23

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 \$351,000.00 Net County Cost \$351,000.00  
Total this FY \$117,000.00 N.C.C. this FY \$117,000.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% salary savings

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

Bob Campbell

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Strobel

2/17/2023

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Add two (2) full-time Systems Accountant I (LWWB) (Represented) positions at salary level ZB5-1694 (\$7,613.18 - \$9,253.87) in the Auditor-Controller's Office.

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Alycia Leach

2/22/2023

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE \_\_\_\_\_

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

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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



## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 2/22/2023

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: Marc Shorr, Chief Information Officer  
Date: March 7, 2023

**Subject:** Add two Information Systems Programmer Analyst IV positions and one Information Systems Specialist position

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 26126 to add two (2) full-time Information Systems Programmer Analyst IV (LPNB) (represented) positions at salary plan and grade ZA5 1787 (\$8,347 - \$11,186) and one (1) full-time Information Systems Specialist III (LTTA) (represented) position at salary plan and grade TB5 1541 (\$6,542 - \$7,953) in the Department of Information Technology.

**FISCAL IMPACT:**

The total annual cost of this action will be approximately \$527,655 and will include pension costs totaling approximately \$164,000. 100% General Fund.

**BACKGROUND:**

Contra Costa County has contracted with Workday, Inc. (“Workday”) for a hosted subscription to Workday’s financial management software services to replace the current legacy finance system. Workday will eliminate many of the County’s manual processes and reduce the amount of paper used. Transactions will be entered electronically with real time validation of the input. Users will have the ability to see the status of any transaction they have

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Marc Shorr, (925) 608-4071

By: , Deputy

cc:

BACKGROUND: (CONT'D)

entered or approved which improves workflow and transparency for the user. Workday is scheduled to go live on April 1, 2023.

Both the Auditor's Office and the Department of Information Technology will require additional positions to provide ongoing technical support for the Workday system. The Department of Information Technology has determined that the addition of two Information Systems Programmer Analyst IV positions and one Information Systems Specialist III position will adequately address the needs of the department based on expectations for the first fiscal year following the Workday implementation. The Department may request further personnel adjustments once the system is fully deployed, and workload impacts can be fully assessed by the County.

CONSEQUENCE OF NEGATIVE ACTION:

If the action is not approved, there will not be adequate technical staff support for the Workday system and the County's financial processes may risk failure.

ATTACHMENTS

P300 26126

**POSITION ADJUSTMENT REQUEST**

NO. 26126  
DATE 2/22/2023

Department Information Technology Department No./  
Budget Unit No. 0147 Org No. 1065 Agency No. 3

Action Requested: Add two (2) Information Systems Programmer Analyst IV (LPNB) positions, and one Information Systems Specialist III (LTTA) position.

Proposed Effective Date: 3/8/2023

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

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

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

Total annual cost \$527,655.00 Net County Cost \$527,655.00  
Total this FY \$175,885.00 N.C.C. this FY \$175,885.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

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

Sarah Bunnell

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

\_\_\_\_\_  
Jason Chan

Deputy County Administrator

\_\_\_\_\_  
2/23/2023

Date

**HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS**

DATE 2/24/2023

Add two (2) full-time Info Systems Prog Analyst IV (LPNB) (represented) positions at salary plan and grade ZA5 1787 (\$8,347 - \$11,186) and one (1) full-time Info Systems Specialist III (LTTA) (represented) position at salary plan and grade TB5 1541(\$6,542 - \$7,953) in the Dept of Info Technology.

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

\_\_\_\_\_  
Carol Berger

(for) Director of Human Resources

\_\_\_\_\_  
2/24/2023

Date

**COUNTY ADMINISTRATOR RECOMMENDATION:**

DATE \_\_\_\_\_

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

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

**BOARD OF SUPERVISORS ACTION:**

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

# REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

No. \_\_\_\_\_

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 7, 2023

Subject: Adjusting the Salary of Senior Hydrologist classification

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 26125 to reallocate the salary for the Senior Hydrologist (N9HC) (represented) classification from salary plan and grade ZA5 1949 (\$9,799.83 – \$11,911.76) to salary plan and grade ZA5 1950 \$9,824.44 -\$11,941.66.

**FISCAL IMPACT:**

The annual cost of reallocating the salary of the Sr Hydrologist will cost \$359.00. Costs are recovered through various project-related charges.

**BACKGROUND:**

As a result of the 2021 economic reopener negotiations between Local 21 and the County, effective January 1, 2022 the salary range of the *Senior Civil Engineer* classification was adjusted slightly upward to fix a compaction problem with *Associate Civil Engineer*. However, until 2022, the salary range for the

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Laura Strobel (925) 655-2058

By: , Deputy

BACKGROUND: (CONT'D)

Senior Hydrologist classification had always been equal to the salary range for *Senior Civil Engineer*. When the slight adjustment was made to the salary range of *Senior Civil Engineer* effective January 1, 2022, that historical salary relationship between the two classifications was inadvertently broken. This action will restore the parity in pay between the two classifications.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to take action would result in the salary for two classifications of Senior Civil Engineer and Senior Hydrologist no longer being tied when they have been historically perceived as equal.

ATTACHMENTS

P300 26125\_AIR 52705\_Adjusting the Salary of Sr Hydrologist Class



**POSITION ADJUSTMENT REQUEST**

NO. 26125  
DATE 2/23/2023

Department Public Works Department No./  
Budget Unit No. 0650 Org No. 4542 Agency No. 65  
Action Requested: Reallocate the salary of Senior Hydrologist (N9HC) to salary plan and grade ZA5-1950 (\$9,824.44 - \$11,941.66).

Proposed Effective Date: 3/8/23

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 \$359.00 Net County Cost \$0.00  
Total this FY \$120.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Chargeouts

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

Brian Balbas

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Strobel

2/23/2023

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/28/2023

ADOPT Position Adjustment Resolution No. 26125 to reallocate the salary for the Senior Hydrologist (N9HC) (represented) classification from salary plan and grade ZA5 1949 (\$9,799.83 – \$11,911.76) to salary plan and grade ZA5 1950 (\$9,824.44 - \$11,941.66).

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Rachel Filamor

2/28/2023

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE \_\_\_\_\_

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

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION  
Adjust class(es) / position(s) as follows:

# REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 2/28/2023

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: Ken Carlson  
Date: March 7, 2023

**Subject:** APPROVE placement to position of Board of Supervisors Assistant- Chief Assistant for District IV at Step 3 of the Salary Range

---

**RECOMMENDATION(S):**

APPROVE placement of incumbent (EE# 71261) to the position of Board of Supervisors Assistant- Chief Assistant (J995) for Supervisorial District IV at Step 3 of the salary range, effective January 3, 2023.

**FISCAL IMPACT:**

Total Costs of \$14,946, of which \$3,025 is related to the employer share of pension costs; 100% General Fund. This amount is funded in the current year budget as the previous incumbent of the position was at the top step of the subject job classification.

**BACKGROUND:**

On January 2, 2023, Supervisor Ken Carlson was sworn in as District IV Supervisor. To ensure continuity of service to residents, Supervisor Carlson appointed current District IV employee, Lisa Chow as Chief of Staff. To properly recognize Ms. Chow for her years of service to the County and institutional knowledge, it is appropriate to compensate her at step three on the salary range effective on the date of appointment. Below is a brief summary of Ms. Chow's experience

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Ken Carlson, District IV

By: , Deputy

BACKGROUND: (CONT'D)

with County and State elected officials representing Contra Costa County over the past 17 years:

Lisa Chow is a long-standing public servant having worked under three separate elected officials since 2006. Over the last 17 years, Ms. Chow has developed her career in the public arena with increased responsibility and support to each elected official she has worked for.

Originally starting as an hourly employee under then Contra Costa County Supervisor Mark DeSaulnier, Ms. Chow was administrative staff to the Supervisor and staff. When Mr. DeSaulnier became a member of the California State Assembly, Ms. Chow began to staff or represent the member at meetings and events, work directly with constituents, state departments and completed casework. Ms. Chow continued to offer administrative support to the District Director and district staff.

Upon Mr. DeSaulnier's election to the California State Senate, Ms. Chow continued to build on her work. While at the Senate, she continued her work from the Assembly but now, with a larger district, she managed the member's district calendar, organized community office hours/town halls, and managed multiple interns within the district office.

In 2012, Ms. Chow returned to Contra Costa County working for County Supervisor Karen Mitchoff. From 2012-2022, Ms. Chow's responsibilities included staffing or representing the Supervisor at meetings and events, managing the Supervisor's full calendar, being a staff liaison to multiple County Departments and Cities, community outreach, constituent casework, and managing all office administration functions. As the Supervisor's representative, Ms. Chow spent 6 years working on the Oak Park Properties Project which was a multi-jurisdictional project and yielded a new Library building and much needed housing in the City of Pleasant Hill.

CONSEQUENCE OF NEGATIVE ACTION:

The incumbent would be required to remain at Step 1 of the salary range, which does not appropriately reflect the experience of the individual within the County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: March 7, 2023

**Subject:** 2022-2023 California Department of Social Services CalWORKs Stage 2 Childcare Services Revenue Agreement (Amendment 1)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute an agreement amendment (C2AP Amendment 1) with the State of California Department of Social Services (CDSS), to increase the payment limit by \$250,319 to a new payment limit of \$3,817,333 for California Work Opportunity and Responsibility Kids (CalWORKs) Stage 2 childcare program, with no change to the term.

**FISCAL IMPACT:**

County is to receive an amount not to exceed \$3,817,333 from CDSS for the period of July 1, 2022 through June 30, 2023, all of which has been budgeted in FY 2022-2023:

\$1,594,659 (41.8% Federal with AL/CFDA #93.575)  
\$2,222,674 (58.2% State)  
No County match is required

State Contract Number: C2AP-2009-01  
County Contract Number: 29-213-44

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: CSB 925-681-6389

By: , Deputy

cc: Theodore Trinh, Nelly Ing, Rose Castaneda, Nancy Benavides

**BACKGROUND:**

The County receives funds from the California Department of Social Services (CDSS) to provide CalWORKs Stage 2 Childcare Program 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 within the last 24 months, income eligible, experiencing homelessness, or recipients of protective services or at risk of being abused, neglected or exploited. Additionally, families must have an established need for childcare. Currently, the program is serving approximately 203 families with 306 children.

The Employment and Human Services Department (EHSD) received notification of first amendment from CDSS on November 21, 2022, for Agreement Number C2AP-2009-01.

The Board of Supervisors approved the original agreement in the amount of \$3,567,014 on October 18, 2022 (C.30).

This board order is to accept additional funds from California Department of Social Services in the amount of \$3,817,333 with no change in period of July 1, 2022 through June 30, 2023.

**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: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 7, 2023

**Subject:** Site Host Agreement with EV Charging Solutions, Inc., for Direct Current Fast Chargers at County-owned Library Locations

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Site Host Agreement with EV Charging Solutions, Inc., to design and implement direct current fast charging (DCFC) stations at specific County-owned library locations and other County-owned facilities, effective March 7, 2023 through December 31, 2025, as recommended by the Sustainability Committee..

**FISCAL IMPACT:**

No costs for design, construction, maintenance, operation, or other services from EV Charging Solutions, Inc. Minor County project management costs will be funded by minor building improvement funds, 100% General Fund. Contract will generate revenue for County at a rate of \$0.07/kilowatt hour (kWh). The estimated annual revenue to the County is \$7,000 per charger or \$70,000 per charger for the term of the agreement. The County is targeting installation of 20+ DCFC stations through the Site Host Agreement.

**BACKGROUND:**

The California Energy Commission (CEC) announced the Golden State Priority Project program, which offers up to \$10 million in project funding for Central California, including Contra Costa County. The project submission deadline for this program is March 10, 2023.

Staff identified the opportunity to install publicly accessible DCFC stations at County-owned libraries and other County-owned facilities with no material cost to the County. This opportunity is created through a public private partnership with EV Charging Solutions, Inc. EV Charging Solutions, Inc., will own, operate, and maintain the DCFC units and will establish new electrical service meters with PG&E to supply sites with dedicated

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Jeffrey K. Acuff 925-957-2487

By: , Deputy

cc:



BACKGROUND: (CONT'D)

electrical capacity. EV Charging Solutions, Inc., will be responsible for all material and labor costs associated with design, construction, maintenance, and operation of DCFC units, including electricity costs.

The County is planning more than 20 DCFC units to be installed across 10 sites, accessible by all County fleet vehicles. These DCFC units will be open to the public and not dedicated to County fleet use.

This proposed agreement with EV Charging Solutions, Inc., aligns with recent actions by the Board of Supervisors:

- On January 28, 2019, the Board of Supervisors directed Public Works to develop an EV charging station installation plan to help advance greater implementation of EVs in the County fleet.

- On March 30, 2021, the Board of Supervisors directed Public Works to develop recommendations for a Sustainability Fund that could be used to support investments in County facilities that further the County’s environmental sustainability and climate change goals.

On July 26, 2021, Public Works presented a summary of vehicle purchases, a list of existing and proposed EV chargers, and draft revisions to Administrative Bulletin 507.9 and 508.5 addressing electric vehicle charging, vehicle rental, purchasing and replacement policies to the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

The County would lose out on lucrative project incentives for expensive DCFC installations, lessening the County’s ability to provide DCFC’s for the benefit and use of the County fleet and the public at large.

ATTACHMENTS

Sole Source Form

Site Host Agreement

**CRITERIA FOR  
SOLE SOURCE / BRAND PROCUREMENT**

**"SOLE SOURCE JUSTIFICATION FORM"**

Please address by specific reference each question listed below ( 1 – 5 ) in your justification.  
Failure to respond to any of the questions may result in the rejection of your request.  
( When answering questions use separate sheets of paper as needed )

**1. Why was the particular product and / or vendor selected?**

Electric Vehicle Charging Solutions (EVCS) was selected based on their unique and innovative business model that is tailored to public sector client needs and requirements. EVCS offers no-cost planning, construction, maintenance and operation of Direct Current Fast Chargers (DCFC), provided that they are able to use, build and operate on County property. In addition, EVCS offers a profit-sharing model providing \$0.07/kWh. Total revenue potential is estimated to be \$7,000 per DCFC per year. EVCS will be applying for project funding from the California Energy Commission for upwards of 20 DCFC units. Furthermore, EVCS will ensure that all local, state, and federal eligible funding sources are utilized by preparing and submitting funding applications. EVCS will also be responsible for all reporting required for said funding programs for the full term of our agreement.

**2. What are the unique performance factors of the selected product / service?  
Provide detailed specifications and descriptions.**

EVCS owns and operates the largest publicly-accessible DCFC network on the West Coast, with 898 DCFC and 971 Level 2 chargers. EVCS maintains one of the highest reliability ratings in the industry ("charger uptime") and guarantees 97% uptime for DCFC units (the current average in the Bay Area is significantly lower with over 25% of DCFC units not operational at any given time). The service model is what really sets EVCS apart from other providers, given that they provide a zero-cost, revenue-positive project implementation model for public sector customers. EVCS absorbs all capital and construction costs, and manages projects from concept to activation. As mentioned previously, EVCS will ensure that all eligible funding programs are leveraged. Furthermore, EVCS offers an innovative and unique charging subscription model that will allow County fleet vehicles (with high mileage demands) to pay a flat rate for unlimited DCFC charging.

**3. Why are these specific factors required?**

Working with EVCS and their unique service model, the County will not need to hire in-house expertise to operate and maintain these DCFC units. A partnership with EVCS means that the County can more readily take advantage of lucrative funding opportunities and can more quickly and efficiently advance County goals on fleet electrification and community access to clean and affordable transportation resources.

**4. What other products / services have been examined and rejected?**

The County currently has ChargePoint EV chargers deployed at various County facilities. ChargePoint has been examined as a potential partner but does not offer the same project development support, design/build services nor funding application management. Staff has also considered another Vendor (Flo) who the County is working with on current level 2 charging projects. Flo does not provide a turn-key service a kin to EVCS and has not expressed interest in applying for funding on the County's behalf. Additionally, staff met with or researched the following vendors and determined that their services fall short of the turn-key service offered by EVCS. These vendors include: FreeWire, Blink, EVgo, Volta and

Electrify America.

5. Why are other sources providing like goods or services unacceptable?  
Full explanation needed.

No other vendor was found to provide the same package of services as EVCS. Furthermore, EVCS has committed to provide these services within the deadlines/due dates of critical project funding programs.

I HEREBY CERTIFY THAT:

- 1) I am an approved County department representative. I understand the County's requirements for competitive bidding, as well as the criteria for justification for sole source.
- 2) I have researched the required technical information and have made a good faith effort to review comparable and / or equal equipment / product / services.

I certify to the best of my knowledge the validity of the information contained herein.

Department / Division / Office name Public Works, Capital Projects, 40 Muir Rd

Department representative name Brendan Havenar-Daughton  
( print name )

Department representative signature   
( sign name )

Date: 1/31/23

**GSD PURCHASING DIVISION USE ONLY:**

Cynthia L. Shehorn, CPPB  
Public Works Division  
Purchasing Department  
Contra Costa County

BUYER: \_\_\_\_\_ PURCHASING AGENT / DESIGNEE: 

APPROVED:  NOT APPROVED: \_\_\_\_\_ DATE: 2/1/2023

COMMENTS:

THANK YOU BRENDAN!





## **SITE HOST AGREEMENT**

This Site Host Agreement (hereafter the “**Agreement**”) is effective as of \_\_\_\_\_ (hereafter the “**Effective Date**”) by and between EV Charging Solutions, Inc., a California for benefit corporation with its principal place of business at 11800 Clark Street, Arcadia, California 91006 (hereafter “**EVCS**”), and the Contra Costa County, a political subdivision of the State of California (hereafter “**Site Host**”). EVCS and Site Host may collectively be referred to herein as the “**Parties**” or individually as “**Party**.”

### **RECITALS**

**WHEREAS**, EVCS has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging (“**DCFC**”) stations (hereafter the “**Equipment**”);

**WHEREAS**, this funding is intended to improve the availability and reliability of electric vehicle charging systems;

**WHEREAS**, Site Host agreed to allow the construction, operation, and/or maintenance of one or more DCFC and/or Level II charging stations on its real property (hereafter “**Property**” and/or “**Site**”) in the location more specifically identified herein and also agreed to allow public use of the Equipment;

**WHEREAS**, the Parties wish to collaborate by utilizing their respective resources to promote the promulgation of the electric transportation sector;

**WHEREAS**, the Parties agree to revenue share the proceeds from the sale of electricity stemming from placement of the Electric Vehicle Supply Equipment (“**EVSE**”) charging equipment by EVCS onto Site Host’s property as outlined below in paragraph four (4) of the agreement titled “**Revenue Sharing**”;

**WHEREAS**, Termination Date is defined as (10) years from the commissioning date (i.e., date when the chargers are placed in service);

**NOW, THEREFORE**, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

#### **1. Recitals**

The Parties agree that the foregoing Recitals are true, correct, and accurate.



## 2. EVCS' General Obligations for Equipment and Services

EVCS shall provide the following equipment and services:

- a) Purchase of ( \_\_\_\_\_ ) **DCFC Station(s)** the general specifications for which are detailed in Exhibit A, and incorporated herein by reference, together with all other mechanical, electrical, and physical components necessary for the installation, connection, and operation of the Charging Station(s) in accordance with this Agreement ("Equipment"); Equipment used may be the same or substantially similar to the equipment listed in Exhibit A;
- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified, and identified by Site Host and performed by qualified and licensed contractor(s) in accordance with local codes and all applicable laws, permitting, and inspection requirements (the "Project Site"), and as detailed in **Exhibit B**, and incorporated herein by reference. EVCS shall obtain all the necessary permits and/or governmental approvals required for installation of the Equipment. Execution of this Agreement in no way constitutes approval by any County or City department with permitting authority over EVCS' activities. For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to leave Exhibit B blank upon initial execution. Once funding is reserved and further feasibility and recommendations are made by EVCS1 electrical contractor in accordance with Site Host's written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) Design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port. EVCS has final say on all above- listed matters. Note: Each DCFC needs 480V 100Am, level II 208V 40Am, load balance or power sharing may also be used as an option;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public charging;
- g) Periodic reports on the utilization of the charging station; and



- h) Return the Refundable Deposit if collected (as referenced in Section 3) to Site Host upon successful installation of the Equipment.

### 3. Site Host General Obligations

Site Host will:

- a) Provide necessary access for placement, use, and operation of \_\_\_\_\_ **DCFC Stations** and \_\_\_\_\_ **Level II Stations** at the Project Site as detailed in **Exhibit B** for the full term of this Agreement;
- b) Not remit a five thousand dollar (\$5,000) refundable deposit (hereafter "Refundable Deposit") as the deposit is waived;
- c) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;
- d) Provides necessary ongoing utility easements and / or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;
- e) Allow necessary ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data;
- f) Not knowingly allow the Equipment to be opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors.
- g) Not transfer, assign, encumber or otherwise pledge the Equipment;
- h) Use commercially reasonable efforts to prevent damage and vandalism of any type to the Equipment;
- i) Not open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner. Note: If Site Host needs to move the Equipment, EVCS will do the work, but Site Host will have to pay the cost of moving which involve new infrastructure before (utility side) and after (facility side) meter;
- j) Not uninstall the Equipment;**
- k) Allow EVCS and its approved contractors necessary access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment;
- l) Shall cause the Premises to be maintained in a clean, safe, and orderly condition to at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- m) Will assign to EVCS all interest in all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement; and
- n) Grant EVCS rights to claim environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement;





- o) Grant EVCS the rights to enroll the Equipment into a Demand Response program and claim any economic benefit arising from such an emolument. EVCS must provide reasonable notice to Site Host prior to enrollment in Demand Response programs. EVCS must also notify Site Host when any charging unit is off-line or otherwise not operational due to participation in Demand Response programs. If Demand Response program benefits credits the Site Host utility bill, the utility bill credit will be used to offset cost electricity described in paragraph 4, subsection d and Demand Charges described in paragraph 4 and subsection e, and if the Demand Response credits are more than Demand Charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within forty-five (45) days of request by EVCS;
- p)

#### 4. Revenue Sharing

- a) The Parties agree that the Equipment installed by EVCS will generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host;
- b) EVCS shall set the price/rate at which electricity shall be sold to consumers utilizing the Equipment.
- c) EVCS will pay Site Host **\$0.07** cents for each kWh sold; Further, in the event the Site Host is responsible to pay for the cost of electricity, then EVCS will pay Site Host **\$0.07** cents per kWh plus the cost of electricity utilized by the EV Chargers. In the event Site Host chooses to offer certain customers free or discounted charging, EVCS **will** offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by said free or discounted charging. EVCS agrees to waive any and all fees related to the charging of Any Site Host-owned vehicles, thus there will be no reduction in revenue related to the charging of Site Host-owned vehicles. In the event there is a balance owed from Site Host to EVCS as a result of said free or discounted charging, Site Host shall remit payment to settle said balance within forty-five (45) days of receipt of said balance from EVCS. Should the Parties mutually agree to enter a Five-Year Extension, per section 5(a) of this Agreement, this revenue-sharing clause will be reassessed, by the Parties, for possible re-negotiation no less than sixty (60) days prior to the Five-Year Extension;



- d) In the event Site Host incurs any incremental demand charges strictly in connection with the operation of the installed Equipment that are assessed by the electrical utility company providing the service, Site Host shall present these charges, including any support and back-up documentation that substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these charges within ninety (30) days of receipt;
- e) EVCS at its sole option will have the right to own the electricity service meter and/or utility service account servicing the Equipment.
- f) EVCS will collect the proceeds generated from the sale of electricity from the Equipment and will then perform the necessary revenue share calculations by taking the number of kWh sold multiplied by **\$0.07** cents to determine Site Host's total revenue share amount portion and will remit said revenue share portion to Site Host;
- g) EVCS will use its best, commercially reasonable efforts to install a separate electric meter as allowed by the utility provider at the Site through which electrical costs shall be tracked. In the event EVCS deems installing a separate meter is impractical or uneconomical for any reason, the EV chargers shall be connected to Site Host's existing electrical meter. To allow EVCS to perform the revenue sharing calculation, Site Host will provide EVCS with a hard copy or electronic/digital copy of Site Host's electricity bills or will allow EVCS to view the bills electronically on an on-going basis; for EVCS to be able to reimburse electricity cost to Site Host.
- h) EVCS will have thirty (30) days after the end of each billing cycle to remit the appropriate revenue share portion to Site Host. The billing cycle will begin on the first day of the month and end on the last day of that same month. EVCS shall provide Site Host with a monthly accounting statement within thirty (30) business days following the end of the previous month indicating the total amount of revenue generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.

## **5. Term of Agreement:**

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) ten (10) years from the Commencement Date (hereafter the "Termination Date" or "Initial Term"), unless sooner terminated in accordance with the provisions hereof.



**a) Optional Five (5) Year Extension Option**

At least ninety (90) days but no earlier than one hundred & eighty (180) days prior to the expiration of the initial Term, EVCS reserves the right to provide written notice of Five-Year Extension to Site Host. In the event of said Five-Year Extension, EVCS reserves the right to replace the Equipment at the Project Site with equipment that is comparable or better to Equipment that was previously installed. If EVCS notifies the Site Host of such intent EVCS will then replace the Equipment no later than one hundred & twenty (120) days after the Termination Date. The terms of this Agreement will remain in effect during that 120-day period after the Termination Date. Site Host will take all reasonable steps to allow EVCS to remove the pre-existing Equipment and replace the pre-existing Equipment with new Equipment. EVCS shall bear the cost to remove and replace the pre-existing Equipment. The removed pre-existing Equipment will then become the exclusive property of EVCS. If EVCS elects to replace the Equipment, this will cause the Termination Date of the Agreement to extend for an additional five (5) year term from the termination date of the initial Term. If the existing Equipment is replaced with new Equipment during or at the conclusion of the original Term, site host grants all interest to EVCS of any rebate(s) and/or environmental credits associated with the equipment replacement.

**b) Automatic One (1) Year Renewal Clause**

Provided EVCS (or the Parties) have not exercised the Five (5) Year Extension Option, this agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

**c) Equipment & Software Transfer**

At the end of the Initial Term (or any renewal term, if extended) if Site Host desires to take on operation and maintenance of the Equipment, EVCS shall offer assistance to Site Host with a transition of software and networking and provide basic training to Site Host and its designated employees for a period of up to 90-days at no additional cost.

**d) Early Termination Clause**

This Agreement may be terminated upon 30 (thirty) days written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.



In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months following the Agreement Date, provided that Site Host's rights to terminate shall expire upon the Commencement Date.

#### **6. Ownership of Equipment and Content**

EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the "Content") is owned exclusively by EVCS. Once this Agreement is terminated EVCS shall remove equipment at no cost to the Site Host.

#### **7. Installation Activities**

EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping. All installation activities will be overseen by Site Host.

#### **8. Limitations on Use of Project Site**

The Project Site and related parking spaces made available to the Project Site may be used for providing publicly-accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment and shall otherwise provide to EVCS the same amenities and services Site Host provides to other users of Site Host's parking facilities.

#### **9. Utility Charges**

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

#### **10. Allocation of Environmental Benefits**

Site Host shall assign to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment for the entirety of the time the originally installed Equipment is installed at the site but for a minimum of ten (10) years. If this Agreement extends under paragraph 5 and subchapter a (5.a.) or renews under paragraph 5 and subchapter b (5.b.), then paragraph 10 shall continue to remain in effect through the updated termination date.



## **11. Signage**

EVCS shall have the right to place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as EVCS reasonably determines to be practicable or appropriate. All signage & signage locations shall be subject to approval by Site Host.

## **12. Publicity**

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

## **13. Media Content**

It is agreed that EVCS shall have sole control over the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment. EVCS will use commercially reasonable efforts to avoid distributing media content that actually and directly conflicts with Site Host's media and advertising.

## **14. Indemnification**

- a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, or employee of Site Host, from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from the negligence or willful misconduct of EVCS, its contractors, agents, or employees. EVCS' indemnification obligations herein shall extend only up to the limit of any insurance coverage held by EVCS and insuring it against any such liability. It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed.
- b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

## **15. Breach and Opportunity to Cure**

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business



in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or wrongfully terminates the Agreement prior to the Termination Date, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS would have received relating to the Equipment, and/or this Agreement had the Agreement not been breached or wrongfully terminated. Site Host is not responsible for any reimbursements to EVCS if termination is the result of the a breach by EVCS.

## 16. Insurance

A. Without limiting EVCS's obligation to indemnify Site Host, EVCS must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the results of that work by EVCS, EVCS's agents, representatives, employees, or subcontractors.

### B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### C. Minimum Limits of insurance

EVCS must maintain limits no less than:

( 1) General Liability: (Including operations, products and completed operations.)	<b>\$2,000,000</b>	per occurrence for bodily injury, personal injury, and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
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(2) Automobile Liability:           **\$1,000,000**     per accident for bodily injury and property damage.

(3) Workers' Compensation: As required by the State of California.

(4) Employer's Liability:           **\$1,000,000**     per accident for bodily injury or disease.

#### **D. Additional Insurance Coverage**

To the extent coverage is applicable to EVCS's services under this Agreement, EVCS must maintain the following insurance coverage:

(1) Cyber Liability:               **\$1,000,000**     per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the Site Host that will be in the care, custody or control of EVCS under this Agreement.

(2) Professional Liability:       **\$2,000,000**     combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Agreement.

E. If EVCS maintains higher limits than the minimums shown above, Site Host is entitled to coverage for the higher limits maintained by EVCS. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the Site Host. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the EVCS under this Agreement.

#### **F. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by Site Host. At the option of Site Host, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to Site Host, its officers, officials, agents, employees, and volunteers; or
- (2) EVCS must provide a financial guarantee satisfactory to Site Host guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **G. Other Insurance Provisions**

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The Site Host, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of EVCS; and with respect to liability arising out of work or operations performed by or on behalf of EVCS including materials, parts or equipment furnished





in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to EVCS's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Agreement, EVCS's insurance coverage must be primary insurance with respect to the Site Host, its officers, officials, agents, employees, and volunteers. Any insurance maintained by Site Host, its officers, officials, agents, employees, or volunteers is excess of EVCS's insurance and shall not contribute to it.

(2) If EVCS's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Site Host in the care, custody, or control of the EVCS. If not covered under EVCS's Professional Liability policy, such "property" coverage of the Site Host may be endorsed onto EVCS's Cyber Liability Policy.

(3) Should any of the above-described policies be cancelled prior to the policies' expiration date, EVCS agrees that notice of cancellation will be delivered in accordance with the policy provisions.

#### **H. Waiver of Subrogation**

(1) EVCS agrees to waive subrogation which any insurer of EVCS may acquire from EVCS by virtue of the payment of any loss. EVCS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of Site Host for all work performed by EVCS, its employees, agents, and subcontractors.

#### **I. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to Site Host.

#### **J. Verification of Coverage**

(1) EVCS must furnish Site Host with all insurance documents to include original Certificates of Insurance plus Additional Insured Endorsements effecting coverage required by this Agreement.

(2) The endorsements should be on forms provided by Site Host or, if on other than Site Host's forms, must conform to Site Host's requirements and be acceptable to Site Host.

(3) Site Host must receive and approve all certificates and endorsements before work commences.





(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) Site Host reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

### **17. Limitation of Liability**

**NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; OR (B) THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. EVCS SHALL NOT BE LIABLE TO THE SITE HOST, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, LOSS OF PRODUCTION, AND/OR LOSS OF PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.**

**FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.**

### **18. Disputes**

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise), in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts within Los Angeles County, California and agrees that those



courts have personal jurisdiction over each party; (iii) venue must be within Los Angeles County, California; and (iv) the parties must submit the dispute to mediation held within the City of Los Angeles. Every mediation must be completed within 3 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 3-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

## **19. Notices**

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

FOR EVCS:

EV Charging Solutions, Inc.  
Attn: Ian Vishnevsky  
11800 Clark Street  
Arcadia, California 91006  
ianv@evchargingsolutions.com  
323.400.EVCS (3827)

FOR SITE HOST:

Contra Costa County  
Attn: Brian Balbas  
Public Works  
40 Muir Rd. Martinez CA 94553  
[brian.balbas@pw.cccounty.us](mailto:brian.balbas@pw.cccounty.us)  
925-313-2201

## **20. Successors and Assigns**

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may



freely and in its sole discretion assign this Agreement to a third party upon written notice to Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

**21. Entire Agreement**

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.

**22. INCLUSION OF NON-PARTICIPATING PUBLIC SECTOR ORGANIZATIONS HAVING JURISDICTION WITHIN CONTRA COSTA COUNTY**

Any public sector organizations having jurisdiction with Contra Costa County, current or future, shall be allowed to participate in this agreement during the life of the contract, even if it is not listed amongst the solicitation participants. While this clause in no way commits any public sector organization to purchase from Contra Costa County’s awarded contractor, nor does it guarantee any additional orders will result, it does allow public sector organizations having jurisdiction with Contra Costa County, at their discretion, to make use of Contra Costa County’s procurement process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other public sector organizations having jurisdiction with Contra Costa County shall be understood to be transactions between that public organization and the awarded vendor; Contra Costa County shall not be responsible for any such purchases.

**IN WITNESS WHEREOF**, this Agreement is executed by both parties, to become effective on the date last executed.

**EVCS**

**SITE HOST**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications

P K M 1 5 0  
S P E C I F I C A T I O N S



### CHARGING STATION SPECIFICATIONS

<b>MAXIMUM OUTPUT POWER</b>	Single Vehicle Charging: 150kW Simultaneous Charging: 2 x 75kW
<b>OUTPUT VOLTAGE</b>	CCS: 150-920VDC CHAdeMO: 50-500VDC
<b>OUTPUT CURRENT</b>	Single Vehicle Charging: up to 350A Simultaneous Charging: up to 400A (2 x 200A)
<b>SUPPLY INPUT</b>	950VDC (DC Microgrid)
<b>IP RATING</b>	IP65 (NEMA 3R)
<b>IK RATING</b>	IK10
<b>EFFICIENCY</b>	>97%
<b>MAXIMUM OPERATING ALTITUDE</b>	3000m (9842ft)
<b>ACOUSTIC NOISE</b>	Maximum 65dB (variable under load)
<b>OPERATING TEMPERATURE</b>	-35°C to +50°C (-31°F to +122°F) (with derating)
<b>STORAGE TEMPERATURE</b>	-35°C to +70°C (-31°F to +158°F)
<b>COMMUNICATION PROTOCOL</b>	OCPP v1.6J
<b>NETWORK CONNECTION (SYSTEM)</b>	Ethernet
<b>AUTHENTICATION METHODS</b>	RFID: MI-FARE ISO/IEC14443A/B, ISO/IEC15693, ISO/IEC18000-3, FelIca, NFC Vehicle: ISO15118 Plug and Charge
<b>ELECTRICAL PROTECTION</b>	Over current, Over voltage, Under voltage, Short circuit, Surge protection
<b>ENCLOSURE CONSTRUCTION</b>	Aluminium double skin
<b>DIMENSIONS</b>	1998mm (H) x 850mm (W) x 309mm (D) (79" x 34" x 12")
<b>WEIGHT</b>	Up to 335kg (739lbs) depending on configuration
<b>ACCESSIBILITY</b>	Meets US ADA, EN 301 549 Accessibility Height Requirements
<b>SAFETY COMPLIANCE*</b>	<b>WORLDWIDE:</b> CB certified, IEC 61851-1, 61851-23 on configuration <b>USA, CANADA:</b> cTUVus, NRTL Certified to UL 2202 and CSA C22.2 No. 1071
<b>EMC*</b>	<b>WORLDWIDE:</b> EMC Directive Immunity: Class A Emissions: Class B <b>USA:</b> FCC Immunity: Class A Emissions: Class B

\* Pending certification completion

TR 155.DTA1809.3 - 21 January 2022



**EXHIBIT B – Project Site Info**

Utility/Electric Provider (e.g., PG&E, SCE, LA DWP): \_\_\_\_\_ PG&E \_\_\_\_\_

Electric Provider Acct. #: \_\_\_\_\_

Total Estimated Parking Spaces: \_\_\_\_\_ / Estimated Number of ADA Spaces: \_\_\_\_\_

Other: \_\_\_\_\_



## **EXHIBIT C – Credit Card Authorization for Initial Deposit**

### **CARDHOLDER INFORMATION**

Name: \_\_\_\_\_

Billing Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Email \_\_\_\_\_

Direct Telephone: \_\_\_\_\_

I hereby affirm that I am the owner of the below referenced credit card and that **my name** is listed on the front of the credit card. I hereby authorize EV Charging Solutions, Inc. to charge my credit card (listed below) in the amount of \$ \_\_\_\_\_ for payment of the initial Refundable Deposit.

Cardholder Signature X \_\_\_\_\_ Date: \_\_\_\_\_

### **CREDIT CARD INFORMATION**

Credit Card Type:  MasterCard  Visa  American Express  Discover Card

Card Number: \_\_\_\_\_

Expiration Month: \_\_\_\_\_ Expiration Year: \_\_\_\_\_ Security Code: \_\_\_\_\_



**EXHIBIT D – Site Host Banking Information (for ACH Payment Purposes)**

Name on Account: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_



## **EXHIBIT E – Form Easement Agreement**





Contra  
Costa  
County

To: Board of Supervisors  
From: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE  
Date: March 7, 2023

Subject: Caltrans Sustainable Transportation Planning Grant Application

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to apply for and accept an amount not to exceed \$486,915 from the Fiscal Year 2023-24 Caltrans Sustainable Transportation Planning Grant program to conduct a study for the Bay Point Enhanced Bicycle and Pedestrian Improvements Project.

**FISCAL IMPACT:**

None to the General Fund. Match funding not to exceed \$63,085 (11.47% of total study cost) will be an in-kind contribution of staff time. Staff time for recommended activities are covered under existing budgets (50% Road Fund and 50% Measure J Fund).

**BACKGROUND:**

On January 12, 2023, Caltrans released final grant guidelines and a call for projects for the 2023-24 Caltrans Sustainable Transportation Planning Grant Program. The grant program will provide funding to encourage local and regional planning activities that further state goals, including, but not limited to, the goals and best practices cited in the Regional Transportation Plan Guidelines adopted by the California Transportation Commission. This cycle is expected to include approximately \$25 million in Senate Bill (“SB”) 1 statewide competitive funding. The maximum grant award is \$700,000 and an 11.47% match is required (cash or in-kind contribution). Applications are due on March 9, 2023, 5:00 p.m.

Department of Conservation and Development and Public Works Department staff collaborated to identify one project to submit to the grant program to fund a study, based on its perceived success relative to grant program objectives and previously awarded projects. The project, titled the

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Robert Sarmiento, (925)  
655-2918

By: , Deputy

cc: John Cunningham, Jerry Fahy

BACKGROUND: (CONT'D)

Bay Point Enhanced Bicycle and Pedestrian Improvements Project, proposes to install multimodal enhancements, including Class IV protected bicycle facilities and green infrastructure, in Bay Point, specifically along the Port Chicago Highway corridor from McAvoy Harbor to Willow Pass Road and along the Willow Pass Road Corridor east to the border with the City of Pittsburg. The project is included in both the County's Active Transportation Plan and the Vision Zero Report. The total estimated cost to conduct the study for the project is \$550,000, with the County providing a local match, in the form of an in-kind contribution, of \$63,085.

CONSEQUENCE OF NEGATIVE ACTION:

County staff will not submit a grant application for the Fiscal Year 2023-24 cycle of Caltrans Sustainable Transportation Planning Grant program.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 7, 2023

**Subject:** Grant application for the Contra Costa Clean Water Program's Clean Watersheds for All project, Countywide.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to submit a San Francisco Bay Water Quality Improvement Fund Bipartisan Infrastructure Law (BIL) grant application to the U.S. Environmental Protection Agency in the amount of \$1,000,000, for the Contra Costa Clean Water Program's Clean Watersheds for All project, Countywide.

**FISCAL IMPACT:**

The cost of the grant application is estimated to be \$20,000; and, shall be funded by stormwater utility fee assessments collected by the Cities/Towns and County, proportional to their respective populations. The application requests \$1 million in Bipartisan Infrastructure Law funding from the San Francisco Bay Water Quality Improvement Fund.

**BACKGROUND:**

The Contra Costa Clean Water Program (the "CCCWP") consists of Contra Costa County, its 19 incorporated cities/towns, and the Contra Costa County Flood Control and Water Conservation District (hereinafter referred to collectively as "Permittees"). The CCCWP was established in 1991 through a Program Agreement in response to the 1987 amendments to the Federal Clean Water Act (the "CWA"), which established a framework for regulating municipal stormwater discharges under the National Pollutant Discharge Elimination System ("NPDES")

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Andrea Bullock, 925-313-2194

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Permit Program. The United States Environmental Protection Agency published final rules implementing the 1987 CWA amendments in November 1990. The rules mandate that Permittees obtain and implement stormwater permits designed to reduce and eliminate the discharge of pollutants into and from Municipal Separate Storm Sewer Systems they own and operate. Through the CCCWP, Permittees conduct many of the mandated activities collectively (referred to as "Group Activities"), such as water quality monitoring, special studies, and public education. The roles and responsibilities of the CCCWP and Permittees are outlined in the Program Agreement, which was last updated and adopted by all Permittees in June 2010.

Staff recommends submitting the CCCWP Clean Watersheds for All project (the Project) for funding consideration. The Project aims to focus on countywide implementation (i.e., funding and delivery) of green stormwater infrastructure (GSI) and other water quality improvement projects, especially in underserved communities. The Project will generate a comprehensive stormwater treatment plan and project delivery roadmap for underserved communities in Contra Costa County. The Project will develop a list of proposed water quality improvement projects in underserved communities, prioritized based on the potential to reduce pollutants of concern and provide other community-supported multiple benefits, and include designs for a select number of projects. In addition, the Project will assist Permittees to meet GSI and water quality improvements required by the NPDES permit, and advance the financial and internal plans and systems needed to allow CCCWP municipalities to collaborate and fund the construction and ongoing operation and maintenance of prioritized projects. The Project will include active outreach throughout the tasks to engage with and garner support from the affected communities.

CONSEQUENCE OF NEGATIVE ACTION:

If staff is not authorized to submit a grant application, grant funding will not be available, which will impede compliance-related activities as required by the NPDES Permit.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 7, 2023

**Subject:** Agreement #78-025 with Blue Cross of California Partnership Plan, Inc. (DBA Anthem Blue Cross)

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director or designee, to execute on behalf of County Agreement #78-025 with Blue Cross of California Partnership Plan, Inc. (dba Anthem Blue Cross), to pay the County in an amount not to exceed \$650,000 for the Housing and Homelessness Incentive Program (HHIP) to support homeless services, for the period December 1, 2022 through December 31, 2023.

**FISCAL IMPACT:**

This grant agreement will result in an amount not to exceed \$650,000 in funding from the Blue Cross of California Partnership Plan, Inc. (DBA Anthem Blue Cross). No County match is required.

**BACKGROUND:**

The HHIP is a two-year incentive program from the Department of Health Care Services (DHCS) that allows community organizations to build partnerships with Medi-Cal Managed Care Plans (MCP's) to address housing and homelessness. As part of HHIP, the grantor and County will address identified gaps and needs and meet HHIP metrics. With this collaboration Health, Housing and Homeless Services Division (H3) is minimizing the duplication of housing resources and strengthening

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Christy Saxton, 925-608-6700

By: , Deputy

BACKGROUND: (CONT'D)

collaboration between the Health Services Department and private healthcare providers. H3 will utilize funds to increase Coordinated Entry System (CES) services, including racial equity trainings and compensation for people with lived experience to participate in Continuum of Care (CoC) activities, homeless outreach services, and homeless diversion and prevention services.

Approval of Agreement #78-025 will allow the County to receive funds from Blue Cross of California Partnership Plan, Inc. (DBA Anthem Blue Cross) for the HHIP through December 31, 2023. This agreement includes mutual indemnification. This grant was delayed due to the County not receiving the agreement from the grantor until December.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not receive HHIP funding from the grantor to support homeless services.

ATTACHMENTS



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 7, 2023

**Subject:** Approval of Grant Agreement #28-959-2 with the California Board of State and Community Corrections Residential Substance Abuse Treatment (RSAT) Grant

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee to execute Grant Agreement #28-959-2 with the California Board of State and Community Corrections for the Residential Substance Abuse Treatment (RSAT) Grant Program, in an amount not to exceed \$1,000,000 for implementation of Substance Use Disorders (SUD) treatment at the West County Detention for inmates diagnosed with a SUD, for the period July 1, 2022 through October 1, 2024.

**FISCAL IMPACT:**

Approval of this agreement will allow the State to pay the County an amount not to exceed \$1,000,000 for the RSAT Program for FY 2022-2024. A 25% County match in an amount not to exceed \$333,333 is required, and will be budgeted with the department's current County allocation.

**BACKGROUND:**

The California Board of State and Community Corrections is the designated state administrative agency for the RSAT Program, which is federally funded through Bureau of Justice Assistance. The RSAT Program assists state and local governments in developing and implementing substance use disorder treatment programs in state, local, and tribal correctional and detention facilities,

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Suzanne Tavano, Ph.D.,  
925-957-5169

By: , Deputy

cc: E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

and supports efforts to create and maintain community-based aftercare services for offenders. Historically, the California RSAT Program has funded local detention facilities to provide in-custody treatment services with an aftercare component requirement placed on the grantees.

This program allows for the implementation SUD treatment at the West County Detention facility for inmates diagnosed with a SUD along with resources and information about recovery and treatment, with the ultimate goal of reducing recidivism. An additional twenty-four (24) inmates who are post-sentence, have at least 3 months in custody remaining, and are assessed as high needs, will be provided with three months of substance use treatment while in custody, placement and rent at a sober living environment for up to six months upon release, including ongoing outpatient case management, substance abuse treatment and medication assisted treatment. The project will fill in the gap in SUD treatment options in the Contra Costa County Detention System and create a robust network of treatment options and programs for people transitioning back into society. The provision of substance use treatment post-release will be provided through a network of community-based Drug Medi-Cal certified providers that operate under the Drug Medi-Cal Organized Delivery System (DMC-ODS) Plan.

On September 7, 2021, the Board of Supervisors approved Grant Application #28-959-1 with the California Board of State and Community Corrections to pay the County an amount not to exceed \$500,000, for implementation of SUD treatment at the West County Detention for inmates diagnosed with a SUD, for the period July 1, 2021 through June 30, 2022.

This agreement includes agreeing to indemnify the State for any claims arising out of the County's performance under the agreement and contains a limited liability provision. This grant was delayed due to the County not receiving the agreement until January, 2023.





Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: March 7, 2023

Subject: 2021 LIHEAP ARPA Program Agreement for Low Income Home Energy Assistance Program

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/51 to approve and authorize the Employment and Human Services Director, or designee, to execute contract amendment#1 with the California Department of Community Services and Development to extend the term end date from March 31, 2023 to June 30, 2023, with no change in the funding amount of \$4,692,311 for the Low Income Home Energy Assistance Program.

**FISCAL IMPACT:**

100% Federal Funds through the California Department of Community Services and Development. No change in the contract amount. State Agreement No. 21V-5554; County Contract No. 39-967-1  
No County Match  
CFDA# 93.568

**BACKGROUND:**

The County is to receive funding from the State Department of Community Services and Development to provide energy bill assistance payments to County residents who are financially impacted by the COVID-19 pandemic through the American Rescue Plan Act (ARPA) Contract under the Low Income Home Energy Assistance Program (LIHEAP) and the Energy Crisis Intervention Program (ECIP).

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

, County Administrator and Clerk of the Board of Supervisors

Contact: CSB (925) 681-6389

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Emergency Heating and Cooling Services will be offered under this contract. In addition, residents may also qualify for the Utility Assistance Program, which provides a credit on their energy bills. These funds are to promptly and efficiently provide relief on a first-come, first-served basis to eligible households impacted by the pandemic, with an emphasis on utility assistance. All applicants who are income qualified and meet all other Low Income Home Energy Assistance Program (LIHEAP) eligibility requirements are eligible for services.

This funding is to help prevent, prepare for or respond to the COVID-19 pandemic. The Board of Supervisors approved the contract on August 10, 2021 (C.19). This Board Order is to amend the contract end period from March 31, 2023 to June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County residents eligible for ARPA LIHEAP will not receive energy assistance services.

CHILDREN'S IMPACT STATEMENT:

The LIHEAP 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 home energy assistance to keep households warm in winter and to increase household energy efficiency.

ATTACHMENTS

Resolution 2023/51

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

Adopted this Resolution on 03/07/2023 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2023/51**

**In The Matter Of:** 2021 LIHEAP ARPA Program Agreement for Low Income Home Energy Assistance Program

**WHEREAS**, the County is to receive funding from the State Department of Community Services and Development to provide energy bill assistance payments to county residents who are financially impacted by the COVID-19 pandemic through the American Rescue Plan Act (ARPA) Contract under the Low Income Home Energy Assistance Program (LIHEAP) and the Energy Crisis Intervention Program (ECIP), and **WHEREAS**, Emergency Heating and Cooling Services will be offered under this contract, and **WHEREAS**, in addition, residents may also qualify for the Utility Assistance Program, which provides a credit on their energy bills, and **WHEREAS**, these funds are to promptly and efficiently provide relief on a first-come, first-served basis to eligible households impacted by the pandemic, with an emphasis on utility assistance, and **WHEREAS**, all applicants who are income qualified and meet all other Low Income Home Energy Assistance Program eligibility requirements are eligible for services, and **WHEREAS**, this funding is to help prevent, prepare for or respond to the COVID-19 pandemic, and **WHEREAS**, this board order is to amend the contract end period from March 31, 2023 to June 30, 2023.

**Now, Therefore, Be it Resolved:** the Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Director, or designee, to execute contract amendment #1 with the California Department of Community Services and Development to extend the term end date from March 31, 2023 to June 30, 2023, with no change in the funding amount of \$4,692,311 for the Low Income Home Energy Assistance Program.

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

**ATTESTED: March 7, 2023**

, County Administrator and Clerk of the Board of Supervisors

Contact: CSB (925) 681-6389

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 7, 2023

Subject: Agreement #28-956-1 with the Contra Costa County Office of Education

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #28-956-1 with the Contra Costa County Office of Education, an educational institution, including indemnification, to pay the County an amount not to exceed \$123,283 to employ a substance abuse counselor to screen incarcerated persons at West County Detention Facility for Substance Use (SU) treatment, for the period July 1, 2022 through June 30, 2023.

**FISCAL IMPACT:**

If approved, this agreement will result in payments to the County of up to \$123,283 from the Contra Costa County Office of Education. No County match is required.

**BACKGROUND:**

Over the last few years, Game Plan for Success (GPS) has collected a significant amount of data resulting from the Risk Needs Responsivity scores highlighting the prevalence of behavioral health needs for both mental health and SU disorders. Unfortunately, besides the DEUCE program which includes light SU education, there is no SU treatment in any of the detention facilities.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Suzanne Tavano, Ph.D,  
925-957-5212

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Furthermore, the National Institute on Health and Drug Abuse indicate that providing substance abuse treatment for those incarcerated in the detention facilities improves outcomes and increases public safety. The counselor will become part of the GPS team at West County Detention Facility and will screen individuals for SU severity following Diagnostic and Statistical Manual of Mental Disorders and American Society of Addiction Medicine criteria, coordinate transition to SU treatment upon discharge, gather data to demonstrate GPS program effectiveness, arrange or provide transportation to SU programs through the reentry success center and provide services through telehealth until onsite services resume.

On June 8, 2021, the Board of Supervisors approved Agreement #28-956, in an amount not to exceed \$120,000 for a substance abuse counselor to screen incarcerated persons at West County Detention Facility for substance use treatment, for the period from May 1, 2021 through June 30, 2022. This agreement includes indemnification of the grantor.

This agreement is being processed late because it was not received by the County from the grantor until February 9, 2023.

Approval of Agreement #28-956-1 will allow the County's Alcohol and Other Drugs (AODS) Division to employ a substance abuse counselor to screen and support incarcerated persons through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, incarcerated persons at West County Detention Facilities will not receive SU treatment to improve outcomes and increase public safety.

ATTACHMENTS



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 7, 2023

**Subject:** APPROVE and AUTHORIZE Amendment No. 2 to the Contract with Waters Moving & Storage, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Waters Moving & Storage, Inc., to extend the term through December 31, 2025, for on-call moving and storage services, with no change to the payment limit, Countywide.

**FISCAL IMPACT:**

There is no fiscal impact with this action as the amendment is only to extend the term of the contract.

**BACKGROUND:**

Public Works utilizes contractors for moving, haul away and storage services, including office landscape partitional furniture (OLP) repair, replacement, and reconfiguration. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. On July 11, 2019, the Board approved a contract with Waters Moving & Storage, Inc., for the term June 11, 2019 through May 31, 2022 in the amount of \$1,000,000. On May 24, 2022, the Board approved an amendment to the contract with Waters Moving & Storage, Inc., to extend the term through November 30, 2022.

The Public Works Department respectfully requests authorization to extend this contract to December 31, 2025, to ensure the County has access to the contractor's services.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without the approval of the Board of Supervisors, Public Works will only have one contractor to rely on for moving and storage services.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Joe Yee, 925-313-2104

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Ellen McDonnell, Public Defender  
Date: March 7, 2023

**Subject:** APPROVE and AUTHORIZE the Public Defender, or designee, to execute a contract with Rubicon Programs, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Defender, or designee, to execute a contract with Rubicon Programs, Inc., in an amount not to exceed \$987,068 to provide civil legal and service navigation services for Holistic Intervention Partnership (HIP) participants, for the period March 1, 2023 through February 28, 2026.

**FISCAL IMPACT:**

100% California State Board of Community Corrections.

**BACKGROUND:**

The Holistic Intervention Partnership (HIP) is an innovative holistic defense program funded by a three-year \$6 million Proposition 47 Grant Program (PROP 47) from the California Board of State Community Corrections (BSCC). PROP 47 was a voter-approved initiative on the November 2014 ballot that reduced from felonies to misdemeanors specified low-level drug and property crimes. Each year, the state savings generated by the implementation of PROP 47 are deposited into the Safe Neighborhoods and Schools Fund. Sixty-five percent (65%) of these savings are set aside annually for the BSCC to administer a competitive grant program.

HIP goals are to:

- 1.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Sylvia Wong Tam 925-335-8062

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Collaboration between public defenders and law enforcement to reduce failures to appear for thousands of indigent people arrested on misdemeanor charges by providing immediate legal representation and procedural support.

- Address criminogenic needs and increase clients’ diversion out of the criminal legal system.
- Increase HIP’s caseload capacity to annually serve 300 indigent, mentally ill clients arrested on misdemeanors or “wobblers”.
- Annually support 100 mentally ill and homeless or imminently homeless clients to obtain or retain appropriate housing, including supportive harm reduction housing.

The Contra Costa Public Defender’s Office is partnering with Contra Costa County Health, Housing, and Homeless Services; Behavioral Health Services; Employment and Human Services; Office of the District Attorney, Office of Reentry and Justice, Office of Education Contra Costa County, and Martinez Police Department. HIP’s community-based programs include multi-disciplinary case coordination to identify and coordinate client needs and services.

CONSEQUENCE OF NEGATIVE ACTION:

Valuable services like civil legal or service navigation to HIP participants will not be provided resulting in possible increased cost to law enforcement, justice system, and the community.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 7, 2023

Subject: Contract #74-592-6 with Jennifer Lee Miles, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-592-6 with Jennifer Lee Miles, M.D., an individual, in an amount not to exceed \$351,438, to provide outpatient psychiatric care services to children and adolescents, for the period from April 1, 2023 through March 31, 2024.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted expenditures of up to \$351,438 and will be funded by 50% Federal Medi-Cal (\$175,719) and 50% Mental Health Realignment Funds (\$175,719) revenues. (No rate increase)

**BACKGROUND:**

This contract meets the social needs of the County’s population by providing mental health services to children and adolescents with emotional and behavioral problems to improve school performance and reduce unsafe behavioral practices. The County, on behalf of its Behavioral Health Division, has been contracting with Jennifer Lee Miles, M.D., since April 1, 2019 for her expertise in providing outpatient psychiatric care to children and adolescents.

On May 24, 2022, the Board of Supervisors approved Contract #74-592-4 with Jennifer Lee Miles, M.D, in an amount of \$319,488 to provide outpatient psychiatric services to children and adolescents, for the period from April 1, 2022 through March 31, 2023.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Suzanne Tavano, Ph.D.,  
925-957-5169

By: , Deputy

cc: E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

On June 21, 2022, the Board of Supervisors approved Contract Amendment Agreement #74-592-5, effective June 1, 2022, to increase the payment limit by \$31,950 to a new payment limit of \$351,438 and increase the hourly rate from \$192.00 to a new hourly rate of \$211.20, with no change in the original term of April 1, 2022 through March 31, 2023.

Approval of Contract #74-592-6 will allow the contractor to continue providing psychiatric services through March 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the necessary psychiatric services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

CHILDREN'S IMPACT STATEMENT:

This contract 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: March 7, 2023

Subject: Contract #74-514-10 with Robin Wendy Asher, M.D.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-514-10 with Robin Wendy Asher, M.D., an individual, in an amount not to exceed \$219,648, to provide outpatient psychiatric care services to children and adolescents in Central Contra Costa County, for the period from April 1, 2023 through March 31, 2024.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted expenditures of up to \$219,648 and will be funded by 50% Federal Medi-Cal (\$109,824) and 50% Mental Health Realignment (\$109,824) revenues. (No rate increase)

**BACKGROUND:**

This contract meets the social needs of the County’s population by providing mental health services to children and adolescents with emotional and behavioral problems to improve school performance and reduce unsafe behavioral practices. The County, on behalf of its Behavioral Health Division, has been contracting with Robin Wendy Asher, M.D. since April 2016 for her expertise in providing outpatient psychiatric care to children and adolescents.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Suzanne Tavano, Ph.D.,  
925-957-5169

By: , Deputy

**BACKGROUND: (CONT'D)**

On March 8, 2022, the Board of Supervisors approved Contract #74-514-8 with Robin Wendy Asher, M.D., in an amount not to exceed \$239,616, to provide outpatient psychiatric services to children and adolescents in Central Contra Costa County, including diagnosing, counseling, evaluation, and medical and therapeutic treatment and consulting and training in medical and therapeutic matters for the period from April 1, 2022 through March 31, 2023.

On June 21, 2022, the Board of Supervisors approved Contract Amendment Agreement #74-514-9, effective June 1, 2022, to increase the payment limit by \$23,962 to a new payment limit of \$263,578 and increase the hourly rate from \$192.00 to a new hourly rate of \$211.20, with no change in the original term of April 1, 2022 through March 31, 2023.

Approval of Contract #74-514-10 will allow the contractor to continue providing psychiatric services through March 31, 2024.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the necessary psychiatric services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

**CHILDREN'S IMPACT STATEMENT:**

This contract 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: March 7, 2023

Subject: Amendment #74-341-93(9) with Allison Smith, MFT

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-341-93(9) with Allison Smith, MFT, a self-employed individual, effective March 1, 2023, to amend Contract #74-341-93(8), to increase the payment limit by \$24,000, from \$206,000 to a new payment limit of \$230,000, with no change in the original term of July 1, 2021 through June 30, 2023.

**FISCAL IMPACT:**

Approval of this amendment will result in additional expenditures of up to \$24,000 and will be funded as budgeted by the department in FY 2022-2023, 50% by Federal Medi-Cal (\$12,000) and 50% by State Mental Health Realignment (\$12,000). (No rate increase)

**BACKGROUND:**

On January 14, 1997, the Board of Supervisors adopted Resolution #97/17, authorizing the Health Services Director to contract with the Department of Health Care Services (DMHC) to assume responsibility for Medi-Cal specialty mental health services. Responsibility for outpatient specialty mental health services involves contracts with individual, group and organizational providers to deliver these services. This contractor has provided Medi-Cal specialty mental health services to Contra Costa County beneficiaries since November of 2011.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Suzanne Tavano, 925-957-5212

By: , Deputy

BACKGROUND: (CONT'D)

On June 8, 2021, the Board of Supervisors approved Contract #74-341-93(8) with Allison Smith, MFT, in an amount not to exceed \$206,000, to provide Medi-Cal specialty mental health services for beneficiaries in East and Central Contra Costa County ages 11 years and older, for the period of July 1, 2021 through June 30, 2023.

Approval of Contract Amendment Agreement #74-341-93(9) will allow the contractor to provide additional outpatient mental health services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the contractor will not be able to provide additional outpatient mental health services as requested by the Division.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following Board of Supervisors' community outcomes: (1) Families that are Safe, Stable and Nurturing; and (2) Communities that are Safe and Provide a High Quality of Life for Children and Families.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: March 7, 2023

Subject: 2019 Medi-Cal Privacy and Security Agreement Amendment

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**RECOMMENDATION(S):**

RATIFY the execution of 2019 Medi-Cal Privacy and Security Agreement No. 19-07 by the Employment and Human Services Department Director signed on October 31, 2019, and APPROVE and AUTHORIZE the Employment and Human Services Director or designee to execute an amendment to the 2019 Medi-Cal Privacy Agreement 19-07 with the California Department of Health Care Services to extend the termination date to March 1, 2024, or until a successor Agreement is executed, whichever occurs first.

**FISCAL IMPACT:**

There is no fiscal impact for this action.

**BACKGROUND:**

The Department of Health Care Services (DHCS) notified counties of the 2019 Medi-Cal Privacy and Security Agreement (Agreement) on June 21, 2019, with instructions for returning the signed Agreement to DHCS. The purpose of the Agreement is to ensure the security and privacy of Medi-Cal Personally Identifiable Information (PII) contained in the Medi-Cal Eligibility Data System (MEDS), the Applicant Income and Eligibility Verification System (IEVS), and in data received from the Social Security Administration (SSA) and other sources. Because counties have access to

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: L.Pacheco 608-4963

By: , Deputy

cc:

BACKGROUND: (CONT'D)

SSA-provided information, SSA requires that DHCS enter into individual agreements with the counties to safeguard this information. The current Agreement expired March 1, 2023.

DHCS notified counties of an Amendment to the Agreement on November 30, 2022. The purpose of the Amendment is to extend the termination date of the 2019 Agreement by one (1) year to allow ongoing transmissions of Personally Identifiable Information (PII) while the 2022 renewal of the Agreement is negotiated and finalized between DHCS and the County Departments/Agencies. The Agreement, as modified by the enclosed Amendment, will remain in effect until March 1, 2024 or until a successor Agreement is executed, whichever occurs first. All fifty-eight (58) CWDs are required to sign the 2019 Agreement Amendment to prevent disruptions to the transmission of PII between the counties and DHCS.

This Board Order is to ratify the execution of the Agreement by the Employment and Human Services Department (EHSD) Director and to approve and authorize the EHSD Director or designee to execute an Amendment to the Agreement to extend the termination date to March 1, 2024, or until a successor Agreement is executed, which ever occur first.

CONSEQUENCE OF NEGATIVE ACTION:

If the 2019 Amendment Agreement is not approved, this will cause disruptions to the transmission of PII between the County and DHCS and CDSS.

ATTACHMENTS

2019 PSA DHCS

2019 PSA DHCS Amendment



**MEDI-CAL PRIVACY AND SECURITY AGREEMENT  
BETWEEN**

**the California Department of Health Care Services and the  
County of Contra Costa,**  
**Department/Agency of Employment and Human Services.**

**PREAMBLE**

The Department of Health Care Services (DHCS) and the  
County of Contra Costa,  
Department/Agency of Employment and Human Services  
(County Department) enter into this Medi-Cal Privacy and Security Agreement  
(Agreement) in order to ensure the privacy and security of Medi-Cal Personally  
Identifiable Information (Medi-Cal PII).

DHCS receives federal funding to administer California's Medicaid Program  
(Medi-Cal). The County Department/Agency assists in the administration of Medi-Cal, in  
that DHCS and the County Department/Agency access DHCS eligibility information for  
the purpose of determining Medi-Cal eligibility.

This Agreement covers the  
County of Contra Costa,  
Department/Agency of Employment and Human Services  
workers, who assist in the administration of Medi-Cal; and access, use, or disclose  
Medi-Cal PII.

**DEFINITIONS**

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the administration of the Medi-Cal program"** means performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized

purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

3. **“County Worker”** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
  
4. **“Medi-Cal PII”** is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother’s maiden name, driver’s license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
  
5. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County’s Statewide Automated Welfare System (SAWS) Consortium, or a contractor, subcontractor or vendor of the County.
  
6. **“Secure Areas”** means any area where:
  - A. County Workers assist in the administration of Medi-Cal;
  - B. County Workers use or disclose Medi-Cal PII; or
  - C. Medi-Cal PII is stored in paper or electronic format.
  
7. **“SSA-provided or verified data (SSA data)”** means:
  - A. Any information under the control of the Social Security Administration (SSA) provided to DHCS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or
  
  - B. Any information provided to DHCS, including a source other than SSA, but in which DHCS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of “SSA data”, please refer to Section 7 of the “Electronic Information Exchange Security Requirements and Procedures for State

and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

## AGREEMENTS

DHCS and County Department/Agency mutually agree as follows:

### I. PRIVACY AND CONFIDENTIALITY

- A. County Department/Agency County Workers may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.300 et. Seq. of Title 42 Code of Federal Regulations, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a Medi-Cal client are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to assist in the administration of the Medi-Cal program.
- C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

### II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
  - 1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment;

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;
3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed and;
4. Retain training records for a period of three years after completion of the training.

**B. *Employee Discipline.***

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
2. Sanction policies and procedures shall include termination of employment when appropriate.

- C. *Confidentiality Statement.*** Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years, or five years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

The statement shall include, at a minimum, a description of the following:

1. General Use of Medi-Cal PII;
2. Security and Privacy Safeguards for Medi-Cal PII;
3. Unacceptable Use of Medi-Cal PII; and
4. Enforcement Policies.

**D. *Background Screening.***

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

**III. MANAGEMENT OVERSIGHT AND MONITORING**

To ensure compliance with the privacy and security safeguards in this Agreement the county shall perform the following:

- A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.
- B. The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the Medi-Cal program, and the use or disclosure of Medi-Cal PII.

**IV. INFORMATION SECURITY AND PRIVACY STAFFING**

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide the DHCS with applicable contact information for these designated individuals using the County PSA inbox listed in Section XI of this Agreement. Any changes to this information should be reported to DHCS within ten days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

**V. PHYSICAL SECURITY**

The County Department/Agency shall ensure Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The County Department/Agency agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of Medi-Cal and use, disclose, or store Medi-Cal PII.

- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  - 1. Properly coded key cards
  - 2. Authorized door keys
  - 3. Official identification
- C. Issue identification badges to County Workers.
- D. Require County Workers to wear these badges where Medi-Cal PII is used, disclosed, or stored.
- E. Ensure each physical location, where Medi-Cal PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the County Department/Agency facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of Medi-Cal PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area shall be escorted at all times by authorized County Workers.
- H. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department/Agency and non-County Department/Agency functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County Department/Agency shall have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

- J. The County Department/Agency shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.

## VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process Medi-Cal PII, shall be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. **Server Security.** Servers containing unencrypted Medi-Cal PII shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain Medi-Cal PII, shall be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption shall be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, shall install and actively use an anti-virus software solution. Anti-virus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
1. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, shall have critical security patches applied, with system reboot if necessary.

2. There shall be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
3. At a maximum, all applicable patches deemed as critical shall be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within 7 days.
4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, shall have compensatory controls implemented to minimize risk.

**G. *User IDs and Password Controls.***

1. All users shall be issued a unique user name for accessing Medi-Cal PII.
2. Usernames shall be promptly disabled, deleted, or the password changed within, at most, 24 hours of the transfer or termination of an employee.
3. Passwords are not to be shared.
4. Passwords shall be at least eight characters.
5. Passwords shall be a non-dictionary word.
6. Passwords shall not be stored in readable format on the computer or server.
7. Passwords shall be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
8. Passwords shall be changed if revealed or compromised.
9. Passwords shall be composed of characters from at least three of the four groups from the standard keyboard:
  - a. Upper case letters (A-Z)
  - b. Lower case letters (a-z)
  - c. Arabic numerals (0-9)
  - d. Special characters

- H. *User Access.*** In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to



SSA data via Medi-Cal Eligibility Data System (MEDS), and over the process of issuing and maintaining access control numbers, IDs, and passwords.

- I. **Data Destruction.** When no longer needed, all Medi-Cal PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII cannot be retrieved.
  
- J. **System Timeout.** The systems providing access to Medi-Cal PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
  
- K. **Warning Banners.** The systems providing access to Medi-Cal PII shall display a warning banner stating, at a minimum:
  - 1. Data is confidential;
  - 2. Systems are logged;
  - 3. System use is for business purposes only, by authorized users; and
  - 4. Users shall log off the system immediately if they do not agree with these requirements.
  
- L. **System Logging.**
  - 1. The systems that provide access to Medi-Cal PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII, or alters Medi-Cal PII.
  - 2. The audit trail shall:
    - a. Be date and time stamped;
    - b. Log both successful and failed accesses;
    - c. Be read-access only; and
    - d. Be restricted to authorized users of the audit trail.
  - 3. If Medi-Cal PII is stored in a database, database logging functionality shall be enabled.
  - 4. Audit trail data shall be archived for at least three years from the occurrence.
  
- M. **Access Controls.** The system providing access to Medi-Cal PII shall use role based access controls for all user authentications, enforcing the principle of least privilege.

**N. *Transmission Encryption.***

1. All data transmissions of Medi-Cal PII outside of a secure internal network shall be encrypted using a FIPS 140-2 certified algorithm that is 128 bit or higher, such as AES or TLS. It is encouraged, when available and when feasible, that 256 bit encryption be used.
2. Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted.
3. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and email.

**O. *Intrusion Prevention.*** All systems involved in accessing, storing, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, shall be protected by an intrusion detection and prevention solution.

**VII. AUDIT CONTROLS**

**A. *System Security Review.***

1. The County Department/Agency shall ensure audit control mechanisms are in place.
2. All systems processing and/or storing Medi-Cal PII shall have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
3. Reviews should include vulnerability scanning tools.

**B. *Log Reviews.*** All systems processing and/or storing Medi-Cal PII shall have a process or automated procedure in place to review system logs for unauthorized access.

**C. *Change Control.*** All systems processing and/or storing Medi-Cal PII shall have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**D. *Anomalies.*** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency shall work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.

**VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS**

- A. ***Emergency Mode Operation Plan.*** The County Department/Agency shall establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.
- B. ***Data Centers.*** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, shall include environmental protection such as cooling; power; and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- C. ***Data Backup Plan.***
1. The County Department/Agency shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII.
  2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
  3. The procedures shall include storing backups containing Medi-Cal PII offsite.
  4. The procedures shall ensure an inventory of backup media. It is recommended that the County Department/Agency periodically test the data recovery process.

**IX. PAPER DOCUMENT CONTROLS**

- A. ***Supervision of Data.*** Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. ***Data in Vehicles.*** The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County

Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, it shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII to be left unattended in a vehicle overnight or for other extended periods of time.

- C. **Public Modes of Transportation.** Medi-Cal PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- D. **Escorting Visitors.** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- E. **Confidential Destruction.** Medi-Cal PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. **Removal of Data.** Medi-Cal PII shall not be removed from the premises of County Department/Agency except for justifiable business purposes.
- G. **Faxing.**
  - 1. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.
  - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
  - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. **Mailing.**
  - 1. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
  - 2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

X. **NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

**A. Initial Notice to DHCS:**

The County Department/Agency shall notify DHCS, by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or potential loss of Medi-Cal PII. When making notification, the following applies:

1. If a suspected security incident involves Medi-Cal PII provided or verified by SSA, the County Department/Agency shall **immediately** notify DHCS upon discovery. *For more information on SSA data, please see the Definition section of this Agreement.*
2. If a suspected security incident does not involve Medi-Cal PII provided or verified by SSA, the County Department/Agency shall notify DHCS **within one working day** of discovery.

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

Notice shall be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The County Department/Agency shall use the most current version of this form, which is available on the DHCS Privacy Office website at:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>.

All PIRs and supporting documentation are to be submitted to DHCS via email using the "DHCS Breach and Security Incidents Reporting" contact information found below in Subsection F.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department/Agency shall take:

1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
  2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.
- B. **Investigation and Investigative Report.** The County Department/Agency shall immediately investigate breaches and security incidents involving Medi-Cal PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS **within 72 hours of the discovery**. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.
- C. **Complete Report.** If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted **within ten working days of the discovery**. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a CAP that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination

- D. **Notification of Individuals.** When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the County Department/Agency shall give the notice, subject to the following provisions:
1. If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications, as well as any costs associated with the breach.

If there is any question as to whether DHCS or the County Department/Agency is responsible for the breach, DHCS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

2. All notifications (regardless of breach status) regarding beneficiaries' Medi-Cal PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than **60 calendar days** from discovery;
3. The DHCS Privacy Office shall approve the time, manner and content of any such notifications and their review and approval shall be obtained before notifications are made. If notifications are distributed without DHCS review and approval, secondary follow-up notifications may be required; and
4. DHCS may elect to assume responsibility for such notification from the County Department/Agency.

E. ***Responsibility for Reporting of Breaches when Required by State or Federal Law.*** If the cause of a breach of Medi-Cal PII is attributable to the County Department/Agency or its agents, subcontractors or vendors, the County Department/Agency is responsible for all required reporting of the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department/Agency shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

F. ***DHCS Contact Information.*** The County Department/Agency shall utilize the below contact information to direct all notifications of breach and security incidents to DHCS. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

<b>DHCS Breach and Security Incident Reporting</b>
Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a> Telephone: (866) 866-0602 <i>The preferred method of communication is email,                  when available. Do not include any Medi-Cal PII                  unless requested by DHCS.</i>

**XI. DHCS PSA CONTACTS**

The County Department/Agency shall utilize the below contact information for any PSA-related inquiries or questions. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated. *Please use the contact information listed in Section X of this Agreement for any Medi-Cal PII incident or breach reporting.*

<b>PSA Inquires and Questions</b>
Department of Health Care Services Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417  Email: <a href="mailto:countypsa@dhcs.ca.gov">countypsa@dhcs.ca.gov</a>

**XII. COMPLIANCE WITH SSA AGREEMENT**

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.



If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the CWDA and the County Departments/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

### **XIII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT**

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30-day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS,

DHCS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by DHS-USCIS. If the County Department/Agency is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

#### **XIV. COUNTY DEPARTMENT'S/AGENCY'S AGENTS, SUBCONTRACTORS, AND VENDORS**

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors and vendors that have access to County Department/Agency Medi-Cal PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to Medi-Cal PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors. If the County Department/Agency executed the HIPAA Amendment with DHCS, the HIPAA Amendment and Exhibit C will need to be incorporated when applicable. County Departments/Agencies who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at [CountyPSA@dhcs.ca.gov](mailto:CountyPSA@dhcs.ca.gov).

#### **XV. ASSESSMENTS AND REVIEWS**

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the DHCS

Privacy Office and DHCS Information Security Office in writing, or to enter into a written CAP with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

#### **XVI. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department/Agency of the privacy or security of Medi-Cal PII or of federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department/Agency shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department/Agency at no cost to the County Department/Agency to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department/Agency based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII or of state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

#### **XVII. AMENDMENT OF AGREEMENT**

DHCS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, the County Department/Agency agrees to promptly enter into negotiations with DHCS concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. In addition to any other lawful remedy, DHCS may terminate this Agreement upon 30 days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that DHCS deems necessary.

#### **XVIII. TERMINATION**

- A. This Agreement shall terminate on September 1, 2022, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; through an executed written amendment. County Department/Agency requests for an extension shall be justified and approved by DHCS and limited to no more than a six (6) month extension.
- B. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department/Agency's

possession shall continue in effect beyond the termination or expiration of this Agreement, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

**XIX. TERMINATION FOR CAUSE**

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department/Agency, DHCS may provide an opportunity for the County Department/Agency to cure the breach or end the violation and may terminate this Agreement if the County Department/Agency does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated immediately by DHCS if the County Department/Agency has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department/Agency shall return or destroy all Medi-Cal PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the Medi-Cal PII shall remain in effect until all Medi-Cal PII is returned or destroyed and DHCS receives a certificate of destruction.

**XX. SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on September 1, 2019.

For the County of Contra Costa

Department/Agency of Employment and Human Services

  
(Signature)

10-31-19  
(Date)

Kathy Gallagher  
(Name)

Director  
(Title)

For the Department of Health Care Services,

Richard Figueroa  
(Signature)

11/20/19  
(Date)

Richard Figueroa  
(Name)

Acting Director  
(Title)

**EXHIBIT A**

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff from DHCS by using the contact information listed in Section XI of this Agreement.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and DHCS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

**EXHIBIT B**

Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff from DHCS by using the contact information listed in Section XI of this Agreement.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Health Care Services (DHCS)

**AMENDMENT TO THE  
MEDI-CAL PRIVACY AND SECURITY AGREEMENT (Agreement)  
BETWEEN**

**the California Department of Health Care Services (DHCS) and the**

County of Contra Costa \_\_\_\_\_,  
Department/Agency of Employment and Human Services \_\_\_\_\_;  
parties to the Agreement #19-07 \_\_\_\_\_, effective on September 1, 2019.

This Amendment entered into by and between the

County of Contra Costa \_\_\_\_\_,  
Department/Agency of Employment and Human Services \_\_\_\_\_,  
(County Department/Agency) and DHCS, extends the termination date of the Agreement to allow ongoing transmissions of Medi-Cal PII while the renewal of the Agreement is negotiated and finalized between DHCS and the County Departments/Agencies.

**AGREEMENTS**

DHCS and County Department/Agency mutually agree to modify the following parts of the Agreement as set forth below:

**XVIII. TERMINATION**

- A. The Agreement shall terminate on either March 1, 2024 or upon execution of a successor 2022 PSA, whichever occurs first. The parties can agree in writing to extend the term of the Agreement. County Department/Agency requests for an extension shall be approved by DHCS and limited to no more than a six (6) month extension.
  
- B. **Survival:** All provisions of the Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department/Agency's possession shall continue in effect beyond the termination or expiration of the Agreement, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

**SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Amendment.

The authorized officials whose signature appears below have bound their respective agencies to the terms of the Agreement, as modified by this Amendment.

For the County of Contra Costa,

Department/Agency of Employment and Human Services,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Marla Stuart

Director

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

For the Department of Health Care Services,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 7, 2023

Subject: APPROVE and AUTHORIZE the Agreement and Statement of Work with ePlus Technology, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Agreement and Statement of Work with ePlus Technology, Inc., in an amount not to exceed \$161,252.40 for Rubrik software installation, configuration, maintenance and training for the period February 1, 2023 through January 31, 2026, Countywide. (All Districts)

**FISCAL IMPACT:**

Various Public Works' Roads, Flood Control and Special Districts funds.

**BACKGROUND:**

The County Public Works Department's current infrastructure consists of Nimble Storage, Rubrik and Cisco equipment, which support the Public Works data files. All users are connected to and rely on this equipment for connectivity. The support provided by Rubrik through this purchase will be governed by the ePlus Technology, Inc., Agreement and Statement of Work (Agreement) dated February 1, 2023. ePlus Technology, Inc., is the reseller of Rubrik software and hardware.

Approval of this Agreement will provide Public Works with Rubrik software installation, configuration, maintenance, and training services for the Department's current data files system infrastructure for a 36-month period. The expected term of the Agreement is February 1, 2023 through January 31, 2026.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Skiff Sumner, 925-313-2243

By: , Deputy

cc:



BACKGROUND: (CONT'D)

This agreement includes modified insurance language, which was approved by Risk Management. The agreement for these services contains a limitation of liability provision limiting ePlus Technology, Inc.'s liability to the amount paid by the County pursuant to the Statement of Work. The agreement obligates ePlus Technology, Inc., to carry \$500,000 in cyber-liability insurance.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, the Public Works Information Technology Division would not be able to efficiently provide Department-wide backup services.

ATTACHMENTS

Agreement & Statement of Work

ePlus Technology, inc.

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

2355 Main Street, Suite 140, Irvine, CA 92614

740 South Milpitas Blvd, Milpitas, CA 95035

2800 S Gilbert Road, Suite 2, Chandler, AZ, 85286



## Statement of Work

Contra Costa County

Rubrik Installation

SOW# Contra Costa County-Rubrik Installation-124054

2/7/2023

**Skiff Sumner**

1220 Morello Avenue

Suite 210

Martinez, CA 94522

925-335-3330

[Skiff.Sumner@pw.cccounty.us](mailto:Skiff.Sumner@pw.cccounty.us)



# STATEMENT OF WORK

Contra Costa County

## 1.0 INTRODUCTION AND EXECUTIVE SUMMARY

This Agreement and Statement of Work (this “Agreement” or “SOW”) is made February 7<sup>th</sup>, 2023 (“Effective Date”) by and between Contra Costa County (“Customer”) and ePlus Technology, inc. (“ePlus”) (each of ePlus and Customer a “Party” and together the “Parties”).

### 1.1 EXECUTIVE SUMMARY OF THE SERVICES

Customer has engaged ePlus to provide services to assist with the installation of the new Rubrik appliance.

### 1.2 DEFINITIONS

**Deliverable:** A measurable indication of progress within a given phase, documentation in hard copy or electronic form such as analyses, reports, manuals, test results, or any other items as set forth in section 2.2.

**Milestone:** A specific goal, objective, or event pertaining to services described in this SOW.

**Normal Business Hours:** The hours of Monday through Friday 8:00 a.m. to 5:00 p.m. local time, excluding any federal and ePlus observed holidays. A list of ePlus observed holidays will be provided upon request.

**Products:** Third-party hardware and/or software products are sold separately and are not deliverables.

## 2.0 SCOPE

### 2.1 SERVICES

The Services that ePlus and/or its subcontractor shall provide will include:

- Planning and information gathering
  - Identify Customer and ePlus resources and contacts
  - Review Rubrik installation and configuration checklist
    - Identify networking needs including uplinks and IPs
    - Identify AD Information, DNS, time server, email server, and other settings
    - Identify three (3) workloads to be configured for SLA protection during this project
      - Determine backup frequency
      - Determine backup retention periods
      - Determine notification settings
  - Perform site readiness review, verifying hardware and environment is ready for project commencement
- Install and configure Rubrik data management system
  - Perform initial configuration including:
    - Create Rubrik data management cluster based on the installation and configuration checklist
    - Configure AD integration for RBAC
  - Configure VMware integration
  - Configure up to three (3) SLAs to configure protection for workloads, as determined in the installation and configuration checklist
  - Verify functionality
- Test/validate configuration
  - Review and test VMware configuration
  - Review and test workload SLAs



# STATEMENT OF WORK

Contra Costa County

- Documentation and informal training
  - Perform ongoing informal training throughout engagement
  - Provide Word document with configuration details
- Conduct project closeout meeting
  - Conduct project closeout meeting

## Project Management

ePlus understands that the delivery of business outcomes is realized through the success of projects. Success is achieved through setting proper expectations, clear communications, and the reduction of risk through effective management of people, process, and tools. Knowing this, ePlus has included project management in its service engagements. For this SOW, ePlus will be providing:

- Standard project management is utilized when the management requirements for a project are typical of a mid-sized project. The expectation is that the ePlus Project Manager (PM) will be working on tasks which may include meeting planning, resource scheduling, equipment confirmation, issue tracking, project closeout, and satisfaction surveys.

## 2.2 DELIVERABLES

ePlus will provide Services only, and no Deliverables will be provided except as follows:

- Word document to reflect high-level configuration details

Notwithstanding anything to the contrary set forth herein: (i) ePlus shall have the right to retain a copy of any work product of its personnel for its records; (ii) as part of ePlus' provision of the Services, ePlus may utilize proprietary works of authorship that have not been created specifically for Customer, including without limitation computer programs, methodologies, designs, tools, and documentation, as well as intellectual property rights, ideas, concepts, know-how, or data, and any derivatives thereof, which have been originated, developed or purchased by ePlus or its affiliate, subcontractors or suppliers ("ePlus Information"); and (iii) ePlus Information and ePlus' administrative communications and records relating to the Services shall remain the sole and exclusive property of ePlus.

## 2.3 PLACE OF PERFORMANCE

Unless otherwise specified elsewhere in this SOW, all on-site Services will be performed at Customer's facilities located at the following location(s) ("Customer Site"):

- Services will be performed remotely

## 3.0 CUSTOMER RESPONSIBILITIES

### 3.1 GENERAL RESPONSIBILITIES

During the course of this project, ePlus will require the support of Customer staff and computing resources. If the required Customer resources cannot be made available, the scope of the Services, estimated schedule (see section 5.1), or both may be affected. Customer agrees to provide the following:

- A work area suitable for the tasks to be performed and any required software or documentation.
- If Customer directly procures any hardware or software required for this project, Customer agrees to provide the hardware, software, and any accompanying support documentation or instructions.
- Ensure sufficient rack space, power, electric, cooling, etc. for new hardware is in place prior to implementation



# STATEMENT OF WORK

Contra Costa County

- **Note:** The Customer is responsible for moving existing equipment within a rack to make sufficient space for new hardware. ePlus resources are not responsible for moving existing equipment during the physical installation of new hardware.
- Customer is responsible for the removal and disposal of hardware being replaced as part of this project.
- Provide location for disposal of packing materials. ePlus will dispose of debris (cardboard, plastic, wood skids, Styrofoam, and other miscellaneous packing materials) in customer-supplied dumpster
- Customer will provide patch cables related to project unless otherwise specified in this SOW.
- A secure storage location for all equipment delivered to the Customer Site until the scheduled ePlus installation date, if applicable.
- Contact personnel to escort the ePlus resource(s) through the Customer Site.
- Access to the Customer Site during the work hours required for this project.
- Current network topology
- Electrical power outlets to support requirements of the installed network equipment
- Provide a single technical point of contact, who is familiar with the IT environment and requirements, to work with ePlus engineering resource(s) throughout project and act as a liaison between the Customer's staff.
- Provide requested network diagrams/information to ePlus resource within two (2) days of the initial request.

## 3.2 PROJECT SPECIFIC CUSTOMER RESPONSIBILITIES

- Rack and cable new Rubrik appliance
- Provide remote access with VPN credentials, if possible
- Customer will assist with testing backup functionality.
- Customer will provide the SLA requirements for backups.
- Customer will provide network connectivity for new appliance.

## 3.3 SYSTEM RESPONSIBILITIES

- Customer is responsible for providing all software and associated licenses.
- Unless otherwise agreed by the Parties, Customer shall respond within two (2) business days of ePlus' request for documentation or information needed for the project.
- Customer shall ensure that contracts with its own vendors and third parties are fully executed and enable Customer's business requirements to be met in full. Customer shall be responsible for all payments to, and the performance of, all non-ePlus entities assigned to, or working on this project.
- ePlus will not be responsible for data loss. Backups should be performed prior to work starting. All data is the responsibility of the Customer.
- Should a manufacturer provide Customer with specialized or custom software unique to Customer, ePlus will not be responsible for any delays or failures to perform related to use of such software.
- ePlus shall not be responsible for support and maintenance of products.
- Unless otherwise specified in this SOW, ePlus shall not be responsible for any customization of, or labor to install software (except operating systems or firmware pre-installed by the manufacturer).
- Services do not include resolution of software or hardware problems resulting from third party equipment or services or problems beyond ePlus' control.
- Services exclude any hardware upgrade required to run new or updated software.



## 4.0 ASSUMPTIONS

### 4.1 GENERAL ASSUMPTIONS

The following assumptions were made to create this SOW. Should any of these assumptions prove to be incorrect or incomplete then ePlus may modify the price, scope of work, or Milestones pursuant to the Change Management Procedure set forth herein. ePlus assumes:

- Where applicable, Customer's Site shall be ready prior to the date scheduled for ePlus to perform the Services. Costs associated with Customer's inability to (1) make the Customer Site ready or (2) meet any of the other responsibilities specified in this SOW shall be billed at ePlus' then-current time and materials rates plus travel and other related expenses. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.
- This SOW defines exclusively the scope of the Services. This SOW shall not apply to any purchase, support or maintenance of products, which are purchased separately.
- In the event ePlus is required to provide third party materials under this SOW (i.e. cables, racks, etc.), Customer shall be responsible for any costs, maintenance, and/or warranty obligations therein.
- Acceptance tests conducted in respect of the Services shall apply only to such Services and shall not constitute acceptance or rejection of any Product purchased or licensed separately by Customer.
- The schedule shall be extended up to thirty (30) days for any personnel change requests made by Customer.
- Customer acknowledges that at any time during the project, if progress is stalled, by no fault of ePlus, for more than twenty (20) contiguous Business Days, ePlus reserves the right to issue a Milestone Completion Certificate for work that has been completed.
- If Services include any assessments of Customer's network, systems, or security protocols, Customer understands that no guaranty is made by ePlus or its subcontractors that such assessments will detect all security weaknesses, potential security problems, vulnerabilities, or potential breaches. ePlus does not guarantee that recommendations or actions undertaken pursuant to this SOW will completely address all issues identified or not identified.
  - If an ePlus Subcontractor is used to perform the security assessment/audit services, the data will be shared with ePlus for gap analysis and recommendation purposes.
- If Services include the implementation of any system dealing with Emergency 911 (E911) Services, including but not limited to phone systems, the Customer is responsible for ensuring its 911 dialing is compliant with all applicable laws, including but not limited to "Kari's Law" and the "Ray Baum Act". ePlus encourages customers to consult with their counsel regarding this matter.
- Documents are created using ePlus templates (structure and format) and delivered to Customer in softcopy only. Customization to deliverable documents (structure, format, and/or other non-standard content) must be handled via a Change Request (CR) unless explicitly stated in this SOW.
- ePlus Deliverable Documents include up to two (2) revisions, per document, based on Customer feedback. Subsequent revisions will require a CR or separate SOW.

### 4.2 PROJECT SPECIFIC ASSUMPTIONS

- Calls and meetings will be scheduled at a mutually agreeable time between the Customer's and ePlus' resources. The calls and meetings will be scheduled through ePlus' PM.
- No training is included in this project unless otherwise specified in this SOW.
- Services schedule reflects work effort based on non-contiguous business days and does not include a full-time ePlus Engineer for staff augmentation during the project.



# STATEMENT OF WORK

Contra Costa County

## 5.0 PERIOD OF PERFORMANCE

### 5.1 ESTIMATED TIMELINE

The estimated timeline for the Services will begin within thirty (30) days after execution of this SOW and continue for not more than one (1) month. If Services have not been scheduled at the execution of this SOW, a timeline should be developed mutually by the Parties and agreed to before each phase of the Services begins. The actual start date will depend on the following considerations:

- Scheduled availability of a qualified systems engineer
- Receipt of Product and any necessary equipment
- Receipt of signed SOW from Customer prior to proposed start date
- Receipt of purchase order from Customer

### 5.2 TERMINATION

Either Party may terminate the SOW for any reason on thirty (30) days prior written notice to the other Party. Upon any such termination, ePlus will be paid all fees and expenses which have been incurred or earned in connection with the performance of the Services through the effective date of such termination. Additionally, in the event Customer cancels any Services with less than two (2) weeks prior notice, Customer shall reimburse ePlus for any non-refundable expenses incurred in preparation for such cancelled Services.

## 6.0 PRICING AND PAYMENT TERMS

For the Services performed under this SOW, Customer agrees to pay ePlus a fee of **\$6,600.00** (the "Fee").

Milestones are as follows:

TITLE:	DESCRIPTION:	AMOUNT:
Milestone 1	Project Completion	\$6,600.00

The Pricing in this SOW is valid for sixty (60) days from delivery to the Customer. Fees include reasonable travel to and from the required location up to a maximum of fifty (50) miles and incidental expenses. Customer shall issue a purchase order adequate to cover the Fee prior to commencement of Services. Fees for additional services related to but not defined in this SOW will be on a time and materials basis at a rate set forth in a written amendment or Change Request. All tasks under this SOW will be completed during Normal Business Hours.

Payment is due upon receipt of invoice. Customer acknowledges that ePlus may participate in and retain the benefit of incentive plans or other programs with, among others, its travel providers wherein ePlus may receive benefits, such as frequent flier miles or other consideration for corporate travel volume. Fees, expenses, and other charges for the Services do not include sales, use, excise, value added, or other applicable taxes, tariffs, or duties. Payment that may be due on such amounts, and shall be the sole responsibility of Customer (excluding any applicable taxes based on ePlus' net income or taxes arising from the employment or independent contractor relationship between ePlus and its personnel).



## 7.0 ACCEPTANCE OF MILESTONES OR SERVICES

Upon ePlus' completion of a Milestone or Service performed, ePlus shall notify Customer by providing one of the following forms of acceptance:

- Signed work order or time sheet; or
- Milestone/Service Completion Certificate ("MCC"); or
- Project completion document

Customer has five (5) working days from the completion of the Services or Milestone, as applicable, to accept the work performed as being complete. Signing of the MCC, or Customer's failure to respond to the MCC within the designated five (5) working day period, signifies Customer's acceptance of the Milestone and that Services have been performed as described in the MCC and in accordance with the SOW. In order to refuse acceptance of the Services, Customer must provide ePlus with full details that show that Services do not conform to the SOW. ePlus shall address such non-conformance in a timely manner and shall compile an action plan to correct any deficiencies. The acceptance process shall be repeated until all deficiencies have been resolved and the Services meet the requirements of the SOW. Acceptance may not be withheld due to defects in Services that do not represent a material non-conformance with the requirements of the SOW.

## 8.0 CHANGE MANAGEMENT PROCEDURES

Any change to the scope of Services or the obligations of the Parties under this SOW shall be set forth in a mutually agreed change request signed by both Parties ("Change Request"). The Change Request may be drafted by either Party and will describe the nature of the change, the reason for the change, and the effect of the change on the scope of work, Deliverables and/or the schedule. The Parties will negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request.

## 9.0 WARRANTY

ePlus warrants that Services will be performed in a professional and workmanlike manner in accordance with industry standards for service providers under similar circumstances. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CUSTOMER AND DO NOT EXTEND TO ANY THIRD PARTY. EPLUS DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS SOW (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE), TITLE, NON-INFRINGEMENT OR OTHERWISE, EXPRESS OR IMPLIED.

## 10.0 LIMITATION OF LIABILITY

IN NO EVENT WILL EPLUS BE LIABLE TO THE CUSTOMER OR ITS AFFILIATES FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, (B) ANY DAMAGES RESULTING FROM LATENT DEFECTS, LOSS OF DATA OR PROFITS, (C) ANY CLAIM WHETHER IN CONTRACT OR TORT, THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF SUIT THEREIN. EPLUS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE USE, OPERATION OR PERFORMANCE OF PRODUCTS MANUFACTURED OR LICENSED BY THIRD PARTIES. EXCEPT FOR DAMAGES RESULTING FROM PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGES DIRECTLY RESULTING FROM GROSS NEGLIGENCE, EPLUS' AGGREGATE LIABILITY HEREUNDER, IF ANY, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS STATEMENT OF WORK. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY CLAIMS BY A THIRD PARTY. EACH PARTY ACKNOWLEDGES THAT THIS SECTION SETS FORTH A REASONABLE ALLOCATION OF LIABILITY BETWEEN THEM, AND THAT EPLUS' PRICING IS OFFERED IN RELIANCE ON THE WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SOW.





## 11.0 OTHER TERMS AND CONDITIONS

**Effect of Termination:** Termination of this SOW does not relieve Customer's obligations to pay all fees that accrued before termination.

**Late Payment Charge and Default:** Customer agrees to pay a late payment charge computed at the rate of one and one-half percent (1.5%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount due under this Agreement and/or Purchase Orders. A late payment charge will apply to any amount not received by the due date and continue until all overdue payments, including late charges, are paid in full. Failure by ePlus to assess this charge on one occasion in no way affects its right to do so on another occasion. In the event ePlus must resort to collection, Customer shall be responsible for all collection costs, including legal fees. ePlus reserves its right to review and revise either the credit or the payment terms based on Customer's financial condition or payment history at the time of such review, and Customer agrees to provide all relevant information to affect such review. ePlus further reserves its right to suspend Services for nonpayment by Customer for Services either under this Agreement and/or Purchase Orders.

**Assignment:** Neither Party may assign this SOW without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this SOW to a corporation controlling, controlled by or under common control with the assigning Party without the prior written consent of the other Party. Notwithstanding the foregoing, ePlus may assign payment for financing purposes without notifying Customer, but Services will not be affected.

**Non-Disclosure:** "Confidential Information" is information or material disclosed by a party ("Discloser") to the other ("Recipient") in connection with this Agreement that is either (a) marked or identified in writing as confidential, or (b) relates to the processes, technology, plans, or methodologies used by ePlus or its suppliers to provide the Services. Recipient shall not disclose Confidential Information to any third party until three (3) years after expiration or termination of this Agreement. Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) is in Recipient's possession at the time of receipt or becomes available from a third party without breach of confidentiality obligation; or (iii) is independently developed by or for Recipient without access to Confidential Information, as evidenced by written records. This section shall not prohibit ePlus from disclosing information required by its suppliers or subcontractors in connection with this Agreement. Customer acknowledges that ePlus or its employees and subcontractors may provide similar services to others and use or disclose to others general knowledge, skill and experience developed over the years, including under this Agreement. A Recipient may disclose Confidential Information pursuant to a legal requirement or court order after first notifying Discloser and making a reasonable effort to obtain a protective order limiting the scope of disclosure.

**Non-Solicitation:** Customer acknowledges that ePlus has invested significant resources in the training of its employees and that these employees are a valuable resource. Therefore, if ePlus provides Services under this Agreement, Customer agrees that during the term of this Agreement and for a period of eighteen (18) months thereafter, Customer shall not solicit for hire or hire employees of ePlus (or anyone who has been employed by ePlus within the month prior to the date of solicitation). Should such a hiring of an ePlus employee take place, ePlus shall be entitled to liquidated damages and/or compensation directly from the Customer in the amount of 20% of the employee's total annual compensation.

**Choice of Law, Attorney Fees and Jury Trial Waiver:** The laws of the Commonwealth of Virginia will govern the construction and operation of this SOW without regard to the conflicts of laws and provisions thereof. In the event it is necessary for ePlus to bring legal action due to Customer's non-payment, ePlus shall be entitled to recover all costs of such action, including reasonable attorneys' fees. The Parties hereto waive, and to the extent permitted by law, all rights to a jury trial in any action or proceeding to enforce or defend any rights hereunder.

**Severability:** The invalidity of any provision of this SOW will not affect the validity and binding effect of any other provision.

**Subcontracting:** The relationship created hereunder between the Parties shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken that could imply or establish any agency, joint venture, fiduciary, partnership, employment or other relationship between the Parties with respect to the subject matter of this SOW. ePlus retains the right to subcontract any Service described herein to subcontractor(s) of ePlus' choosing, provided that such subcontractor(s) shall possess qualifications equivalent to those of ePlus.

**Data Rights and Consents:** Customer represents and warrants that it has all right, title, and interest in and to any data furnished in connection with the Services and/or that it has obtained all necessary consents, permissions, and releases necessary for ePlus to perform its obligations under this SOW. Customer shall indemnify, defend, and hold ePlus harmless from any claims or liabilities arising out of Customer’s breach of the foregoing.

**Integration; Order of Precedence:** This SOW constitutes the entire agreement of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. In the event of a conflict between the provisions of this SOW and any exhibits, the provisions of this SOW shall control, except to the extent the provisions in an exhibit expressly provide otherwise. This SOW may be modified only by means of a duly executed written amendment. Neither the terms of any purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either Party in connection this SOW, nor any other act, document, usage, custom, or course of dealing shall modify the terms of this Agreement. This SOW shall be enforceable in accordance with its terms when signed by each of the Parties hereto.

**Insurance:** During the entire term of this Agreement and any extension or modification thereof, ePlus shall keep in effect insurance policies meeting the following insurance requirements. ePlus will provide commercial general liability and Cyber insurance, including coverage for business losses with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include Customer and its officers and employees as additional insureds as to all services performed by ePlus under this Agreement. Said policies must constitute primary insurance as to Customer, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor’s insurance policy or policies. ePlus must provide Customer with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Agreement. ePlus must provide workers’ compensation insurance coverage for its employees. Said Limitation of Liability shall not apply to any valid and collectible insurance in force at the time of the loss.

**12.0 SOW ACCEPTANCE**

This SOW # Contra Costa County-Rubrik Installation-124054 is acceptable. Please sign and return to Heather Mitchell at hmittell@eplus.com.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this SOW to be executed.

ePlus Technology, inc.		Contra Costa County	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINTED NAME		PRINTED NAME	
TITLE		TITLE	
DATE		DATE	
		PO#	



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 7, 2023

Subject: Fresh Eyes Development - Contract Renewal

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Fresh Eyes Development to provide social media management services, in an amount not to exceed \$100,000 for the term of April 1, 2023 to March 31, 2024.

**FISCAL IMPACT:**

\$100,000, 100% Sheriff Budgeted.

**BACKGROUND:**

Fresh Eyes Development provides social media management services and will be utilized to create advertising campaigns various media platforms, create copy for those campaigns and upload advertising utilizing in-house accounts. Additionally, Fresh Eyes will re-brand existing Sheriff's Office social media platforms, create content (video, ad content for promotional posts/ads for algorithm enhancement and regular posts to increase visibility in feeds), and integrate promotion of posts to increase following and reach new followers. The initial contract with Fresh Eyes Development is for six months and includes Special Conditions for modified insurance requires.

**CONSEQUENCE OF NEGATIVE ACTION:**

A negative action by the Board would prevent the Sheriff's Office from obtaining specialized assistance for its social media management.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Donn David, 925-655-0037

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 7, 2023

Subject: Approval of Contract with Robert Half, Inc. DBA Accountemps

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Robert Half, Inc., DBA Accountemps, including modified indemnification language, in an amount not to exceed \$100,000 for temporary administrative and accounting services for the period March 1, 2023 to August 31, 2023.

**FISCAL IMPACT:**

\$100,000.00; 100% Sheriff Budgeted

**BACKGROUND:**

The Office of the Sheriff is requesting a contract with Robert Half International Inc., for administrative and accounting services in the Sheriff's Fiscal Department as needed for the period of March 1, 2023 to August 31, 2023. The services will provided necessary assistance on work backlog due to vacancies. The Office of the Sheriff has worked with Accountemps through County Counsel to develop a standardized contract language for temporary administrative and accounting services. This contract includes modified indemnification language.

**CONSEQUENCE OF NEGATIVE ACTION:**

The department will be unable to secure temporary assistance during staffing vacancies.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: 03/07/2023  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Donn David, 925-655-0037

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 7, 2023

Subject: Robert Half International, Inc. doing business through its Technology Practice Group

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Robert Half International Inc., doing business through its technology practice group out of its San Mateo Branch Office, in an amount not to exceed \$1,680,480 to provide temporary staff for the period March 1, 2023, through February 28, 2025.

**FISCAL IMPACT:**

\$1,680,480; 100% Sheriff Budgeted

**BACKGROUND:**

The Office of the Sheriff is requesting a contract with Robert Half International, Inc., for temporary staffing needs while actively recruiting and securing information technology (IT) professionals. The temporary staffing will provide necessary assistance on work backlog due to vacancies and create support as permanent IT professionals are hired and trained. This contract includes minor modifications to the indemnification language.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Office of the Sheriff's Tech Services Department will not be able to meet and/or sustain information technology service needs.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Donn David, 925-655-0037

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE  
Date: March 7, 2023

Subject: APPROVE 2023 referrals to the Transportation, Water and Infrastructure Committee.

---

**RECOMMENDATION(S):**

APPROVE 2023 referrals to the Transportation, Water and Infrastructure Committee.

**FISCAL IMPACT:**

None. The cost to staff this Committee is included in the budget of the Department of Conservation and Development. Cost for Committee reports are borne by the department or agency responsible for addressing the referral item.

**BACKGROUND:**

Each year the Board of Supervisors is asked to approve a list of issues to be referred to its standing committees.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Transportation, Water and Infrastructure Committee will not have a Board of Supervisors approved list of issues to take up.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: John Cunningham, (925)  
655-2915

By: , Deputy

cc:

ATTACHMENTS

TWIC Referrals 2023 -  
DRAFT

# DRAFT 2023 Referrals to the Transportation, Water and Infrastructure Committee

(Approved by TWIC at their February 13, 2023 Meeting.)

1. Review legislative matters on transportation, water, and infrastructure.
2. Review applications for transportation, water and infrastructure grants to be prepared by the Public Works and Conservation and Development Departments.
3. Monitor the Contra Costa Transportation Authority including efforts to implement Measure J.
4. Monitor EBMUD and Contra Costa Water District projects and activities.
5. Review projects, plans and legislative matters that may affect the health of the San Francisco Bay and Delta, including but not limited to conveyance, flood control, dredging, climate change, habitat conservation, governance, water storage, development of an ordinance regarding polystyrene foam food containers, water quality, supply and reliability, consistent with the Board of Supervisors adopted *Delta Water Platform*.
6. Review and monitor the establishment of Groundwater Sustainability Agencies and Groundwater Sustainability Plans for the three medium priority groundwater basins within Contra Costa County as required by the Sustainable Groundwater Management Act.
7. Review issues associated with County flood control facilities.
8. Monitor creek and watershed issues and seek funding for improvement projects related to these issues.
9. Monitor the implementation of the Integrated Pest Management policy.
10. Monitor the status of county park maintenance issues including, but not limited to, transfer of some County park maintenance responsibilities to other agencies and implementation of Measure WW grants and expenditure plan.
11. Monitor and report on the East Contra Costa County Habitat Conservation Plan.
12. Monitor the implementation of the County Complete Streets, Active Transportation, and Vision Zero PolicyPolicies.
13. Monitor and report on the Underground Utilities Program.
14. Monitor implementation of the Letter of Understanding with PG&E for the maintenance of PG&E streetlights in Contra Costa.
15. Freight transportation issues, including but not limited to potential increases in rail traffic such as that proposed by the Port of Oakland and other possible service increases, safety of freight trains, rail corridors, and trucks that transport hazardous materials, the planned truck route for North Richmond; freight issues related to the Northern Waterfront (and coordinate with the Northern Waterfront Ad Hoc Committee as needed), and the deepening of the San Francisco-to-Stockton Ship Channel.
16. Monitor the Iron Horse Corridor Management Program.
- ~~17. Monitor and report on the East County Integrated Transit Study.~~
17. Monitor and report on the Contra Costa Transportation Authority's Integrated Transit Plan.
18. Review transportation plans and services for specific populations and locations, including but not limited to ~~County Low Income Transportation Action Plan~~, Coordinated Human Services Transportation Plan for the Bay Area, CCTA East County Ferry Feasibility Study, Priorities for Senior Mobility, Bay Point Community-Based Transportation Plan, Olympic Corridor Trail Connector Study Implementation, and the Contra Costa County Accessible Transportation Strategic Plan.
19. Monitor issues of interest in the provision and enhancement of general transportation services, including but not limited to public transportation, taxicab/transportation network companies, and navigation apps.
20. Monitor the statewide infrastructure bond programs.
21. Monitor implementation and ensure compliance with the single-use carryout bag ban consistent with Public Resources Code, Chapter 5.3 (resulting from Senate Bill 270 [Padilla – 2014]).
22. Monitor efforts at the State to revise school siting guidelines and statutes.
23. Monitor issues related to docked and dockless bike share programs.
24. Monitor efforts related to water conservation including but not limited to turf conversion, graywater, and other related landscaping issues.
25. Monitor the County's conversion to solar/distributed energy systems.
26. Monitor issues with County Airports as they relate to surrounding land use, transportation, and related infrastructure.





Contra  
Costa  
County

To: Board of Supervisors  
From: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE  
Date: March 7, 2023

Subject: 2022 annual report from the Transportation, Water and Infrastructure Committee

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**RECOMMENDATION(S):**

ACCEPT the attached 2022 annual report from the Transportation, Water and Infrastructure Committee.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Transportation, Water and Infrastructure Committee on February 13, 2023, reviewed and approved its annual report for transmittal to the full Board of Supervisors. The annual report documents the work performed by the Committee during 2022. The Committee recommends the Board of Supervisors accept the report, which is attached.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: John Cunningham, (925)  
655-2915

By: , Deputy

cc:

ATTACHMENTS  
TWIC 2022 Referral  
Report

## Status Report: Referrals to the Transportation, Water, and Infrastructure Committee - 2022

Approved: February 13, 2023 TWIC Meeting

Referral	Status
1. Review legislative matters on transportation, water, and infrastructure.	<ul style="list-style-type: none"> <li>• The Committee supported the proposed state budget request for Accessible Transportation Strategic Plan implementation funding. <b>March</b></li> <li>• The Committee reviewed and recommended approval of the Road Maintenance and Rehabilitation Account funded project list in compliance with SB1(2017) requirements. <b>May</b></li> </ul>
2. Review applications for transportation, water, and infrastructure grants to be prepared by the Public Works and Conservation and Development Departments.	<ul style="list-style-type: none"> <li>• The Committee reviewed and recommended approval of Active Transportation grants to be submitted to Caltrans and MTC. <b>May</b></li> </ul>
3. Monitor the Contra Costa Transportation Authority (CCTA) including efforts to implement Measure J.	
4. Monitor EBMUD and Contra Costa Water District projects and activities.	<ul style="list-style-type: none"> <li>• The Committee recommended that the Board of Supervisors sign a letter supporting a CCWD grant application for the Shortcut Pipeline Phase 3 Improvements Project. <b>March</b></li> </ul>
5. Review projects, plans and legislative matters that may affect the health of the San Francisco Bay and Delta, including but not limited to conveyance, flood control, dredging, climate change, habitat conservation, governance, water storage, development of an ordinance regarding polystyrene foam food containers, water quality, supply and reliability, consistent with the Board of Supervisors adopted Delta Water Platform.	<ul style="list-style-type: none"> <li>• The Committee received communication from the Hazardous Materials Commission encouraging action on two studies, <i>Adapting to Rising Tides</i>, and <i>Hazardous Materials Commodity Flow Study</i> and provided recommendations on how to proceed. The Committee directed that a “convening department” and “action department” should be identified with DCD reporting back at a future meeting. <b>March</b></li> </ul>
6. Review and monitor the establishment of Groundwater Sustainability Agencies and Groundwater Sustainability Plans for the three medium priority groundwater basins within Contra Costa County as required by the Sustainable Groundwater Management Act.	
7. Review issues associated with County flood control facilities.	

Referral	Status
8. Monitor creek and watershed issues and seek funding for improvement projects related to these issues.	
9. Monitor the implementation of the Integrated Pest Management (IPM) policy.	
10. Monitor the status of county park maintenance issues including, but not limited to, transfer of some County park maintenance responsibilities to other agencies and implementation of Measure WW grants and expenditure plan.	
11. Monitor the implementation of the County Complete Streets Policy.	
12. Monitor and report on the East Contra Costa County Habitat Conservation Plan (HCP).	<ul style="list-style-type: none"> <li>The Committee received the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan <i>Year in Review -2021</i> report <b>December</b></li> </ul>
13. Monitor and report on the Underground Utilities Program.	
14. Monitor implementation of the Letter of Understanding (LOU) with PG&E for the maintenance of PG&E streetlights in Contra Costa.	<ul style="list-style-type: none"> <li>The Committee reviewed a status report and made recommendations on the streetlight maintenance coordination effort. <b>December</b></li> </ul>
15. Freight transportation issues, including but not limited to potential increases in rail traffic such as that proposed by the Port of Oakland and other possible service increases, safety of freight trains, rail corridors, and trucks that transport hazardous materials, the planned truck route for North Richmond; and the deepening of the San Francisco-to-Stockton Ship Channel.	
16. Monitor the Iron Horse Corridor Management Program.	
17. Monitor and report on the East County Integrated Transit Study.	

Referral	Status
<p>18. Review transportation plans and services for specific populations, including but not limited to County Low Income Transportation Action Plan, Coordinated Human Services Transportation Plan for the Bay Area, Priorities for Senior Mobility, Bay Point Community Based Transportation Plan, and the Contra Costa County Accessible Transportation Strategic Plan.</p>	<ul style="list-style-type: none"> <li>The Committee approved the County’s <i>Active Transportation Report</i> and directed that it be brought to the full BOS. Finding resources to implement Iron Horse Corridor improvements (including trail separation) was emphasized.</li> </ul> <p><b>March</b></p>
<p>19. Monitor issues of interest in the provision and enhancement of general transportation services, including but not limited to public transportation, taxicab/transportation network companies, and navigation apps.</p>	
<p>20. Monitor the statewide infrastructure bond programs.</p>	
<p>21. Monitor implementation and ensure compliance with the single-use carryout bag ban consistent with Public Resources Code, Chapter 5.3 (resulting from Senate Bill 270 [Padilla – 2014]).</p>	
<p>22. Monitor efforts at the State to revise school siting guidelines and statutes.</p>	
<p>23. Monitor issues related to docked and dockless bike share programs.</p>	
<p>24. Monitor efforts related to water conservation including but not limited to turf conversion, graywater, and other related landscaping issues.</p>	
<p>25. Monitor the County’s conversion to solar/distributed energy systems.</p>	
<p>26. Monitor issues with County Airports as they relate to surrounding land use, transportation, and related infrastructure.</p>	



Contra  
Costa  
County

To: Board of Supervisors  
From: Russell Watts, Treasurer-Tax Collector  
Date: March 7, 2023

Subject: ADOPTION OF THE QUARTERLY INVESTMENT REPORT AS OF 12/31/2022

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**RECOMMENDATION(S):**

ACCEPT the Treasurer’s Quarterly Investment Report as of December 31, 2022, as recommended by the County Treasurer-Tax Collector.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Government Code Section 53646 requires the County Treasurer to prepare quarterly reports to the Board of Supervisors describing County investments including type, par value, cost, and market value. Attached please find the report covering the period October 1, 2022, through December 31, 2022.

As of December 31, 2022, the par value, cost, and market value of Contra Costa County Investment Pool were \$5,999,789,533.56, \$5,969,553,770.04, and \$5,880,279,431.77, respectively. The weighted yield to maturity was 3.70% and the weighted average days to maturity were 261 days.

As of December 31, 2022, the Treasurer’s investment portfolio was in compliance with Government Code 53600

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Ronda Boler, (925) 608-9506

By: , Deputy

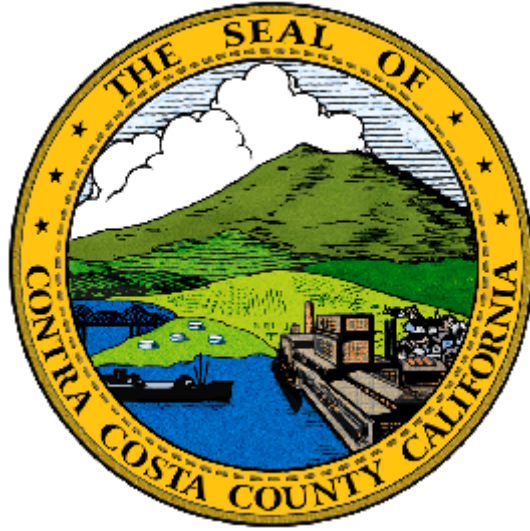
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BACKGROUND: (CONT'D)

et. seq. and with the Treasurer's current investment policy. Historical activities combined with future cash flow projections indicate that the County has sufficient liquidity to meet its obligations for the next six months.

ATTACHMENTS

Q4\_2022\_TOC Final



CONTRA COSTA COUNTY  
TREASURER'S QUARTERLY INVESTMENT REPORT  
AS OF DECEMBER 31, 2022



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\*No Treasury Pool assets were invested in the CalTRUST Liquidity fund during the quarter.

## EXECUTIVE SUMMARY

- The Treasurer's investment portfolio is in compliance with Government Code 53600 et. seq..
- The Treasurer's investment portfolio is in compliance with the Treasurer's current investment policy.
- The Treasurer's investment portfolio has no securities lending, reverse repurchase agreements or derivatives.
- As of 12/31/22, the fair value of the Treasurer's investment portfolio was 98.50% of the cost. More than 79 percent of the portfolio or over \$4.7 billion will mature in less than a year. Historical activities combined with future cash flow projections indicate that the County should be able to meet its cash flow needs for the next six months.
- Treasurer's Investment Portfolio Characteristics

Par	\$5,999,789,533.56
Cost	\$5,969,553,770.04
Market Value	\$5,880,279,431.77
Weighted Yield to Maturity	3.70%
Weighted Average Days to Maturity	261 days
Weighted Duration	0.66 year

Notes:

1. All reporting information is unaudited but due diligence was utilized in its preparation. The information in this report may be updated and is subject to change without notice. Changes will be reflected in the next report.
2. There may be minor differences between the investment pool summary pages and the attached statements and exhibits from time to time. The variances are largely due to rounding errors, the timing difference in recording and/or posting transactions, interests, security values, etc.
3. All securities and amounts reported are denominated in U.S. Dollars.

**CONTRA COSTA COUNTY INVESTMENT POOL**  
December 31, 2022

<u>TYPE</u>	<u>PAR VALUE</u>	<u>COST</u>	<u>FAIR VALUE</u>	<u>PERCENT OF TOTAL COST</u>
<b>A. Investments Managed by Treasurer's Office</b>				
1. U.S. Treasuries (STRIPS, Bills, Notes)	\$362,500,000.00	\$358,654,758.95	\$358,431,412.50	6.01%
2. U.S. Agencies				
Federal Home Loan Banks	1,501,932,000.00	1,489,587,169.25	1,472,515,639.15	24.95%
Federal National Mortgage Association	302,000,000.00	300,531,295.95	289,967,481.37	5.03%
Federal Farm Credit Banks	307,856,000.00	307,645,301.19	293,311,948.82	5.15%
Federal Home Loan Mortgage Corporation	230,000,000.00	229,989,765.05	220,367,397.75	3.85%
Subtotal	2,341,788,000.00	2,327,753,531.44	2,276,162,467.09	38.99%
3. Supranationals - International Government	443,000,000.00	441,604,866.81	426,684,405.43	7.40%
4. Money Market Instruments				
Commercial Paper	1,465,000,000.00	1,455,145,379.14	1,454,698,525.00	24.38%
Negotiable Certificates of Deposit	435,000,000.00	435,000,000.00	433,868,995.00	7.29%
Time Deposit	3,404.12	3,404.12	3,404.12	0.00%
Subtotal	1,900,003,404.12	1,890,148,783.26	1,888,570,924.12	31.66%
5. Corporate Notes	159,445,000.00	158,660,119.83	145,786,810.96	2.66%
<b>TOTAL (Section A.)<sup>1</sup></b>	<b>5,206,736,404.12</b>	<b>5,176,822,060.29</b>	<b>5,095,636,020.10</b>	<b>86.72%</b>
<b>B. Investments Managed by Outside Contractors</b>				
1. PFM	74,986,727.85	74,880,847.10	71,915,608.29	1.25%
2. Local Agency Investment Fund (LAIF)	266,672,444.70	266,672,444.70	261,709,472.63 <sup>2</sup>	4.47%
3. Allspring Global Investments <sup>5</sup>	44,289,576.50	44,074,037.56	43,913,950.36 <sup>3</sup>	0.74%
4. CAMP	319,821,464.14	319,821,464.14	319,821,464.14	5.36%
5. CalTRUST (Liquidity Fund)	-	-	-	0.00%
6. US Bank (Federated Tax Free Cash Fund)	2,171,528.76	2,171,528.76	2,171,528.76	0.04%
7. Other				
a. EBRCS Bond	1,059,410.99	1,059,410.99	1,059,410.99	0.02%
<b>TOTAL (Section B.)</b>	<b>709,001,152.94</b>	<b>708,679,733.25</b>	<b>700,591,435.17</b>	<b>11.87%</b>
<b>C. Cash</b>	<b>84,051,976.50</b>	<b>84,051,976.50</b>	<b>84,051,976.50</b>	<b>1.41%</b>
<b><sup>4</sup>GRAND TOTAL (FOR A , B , &amp; C)</b>	<b>\$5,999,789,533.56</b>	<b>\$5,969,553,770.04</b>	<b>\$5,880,279,431.77</b>	<b>100.00%</b>

## Notes:

1. Excludes funds managed by PFM retained by Contra Costa School Insurance Group and Community College District
2. Estimated Fair Value
3. Base Market Value plus Accrued Interest
4. Does not include the Futuris Public Entity Trust of the Contra Costa Community College District Retirement Board of Authority
5. After completion of acquisition, WFAM changed the name to Allspring Global Investments in November 2021.

## CONTRA COSTA COUNTY INVESTMENT POOL

December 31, 2022

### CONTRA COSTA COUNTY INVESTMENT POOL - EARNING STATISTICS

	Fiscal Year To Date	Quarter To Date
Average Daily Balance (\$)	4,802,710,311.28	4,994,803,370.11
Net Earnings (\$)	58,043,338.46	37,723,270.12
Earned Income Yield	2.36%	2.96%

### CONTRA COSTA COUNTY INVESTMENT POOL - PORTFOLIO STATISTICS

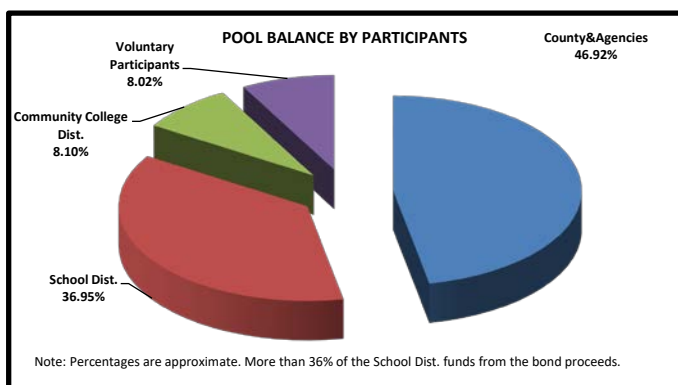
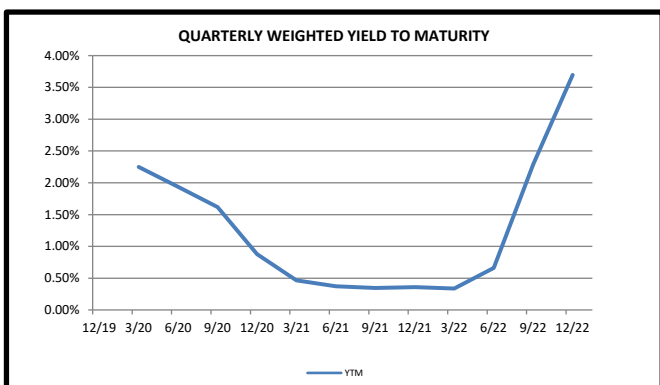
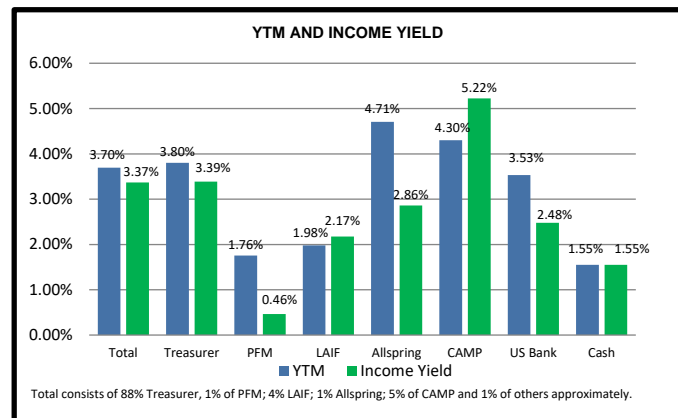
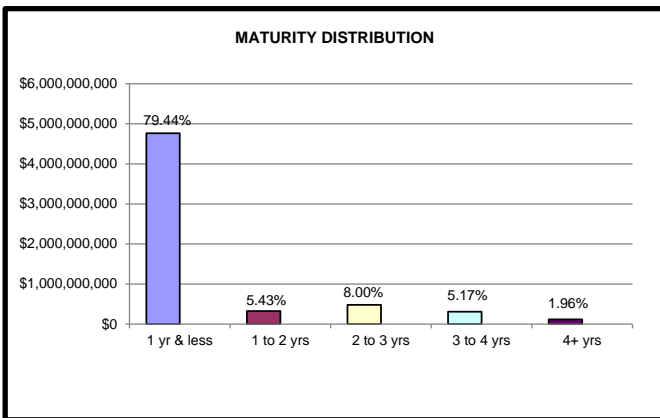
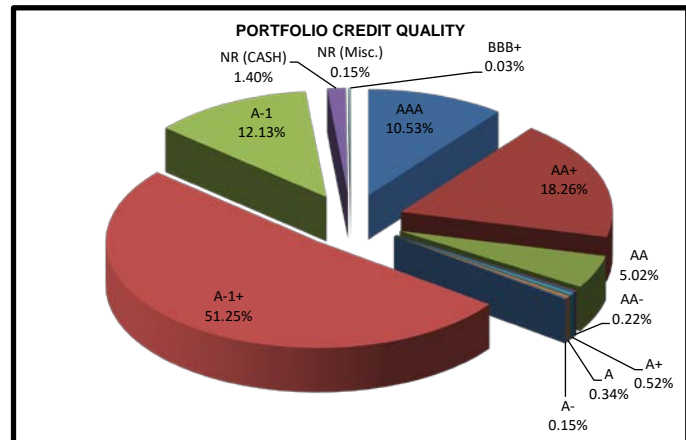
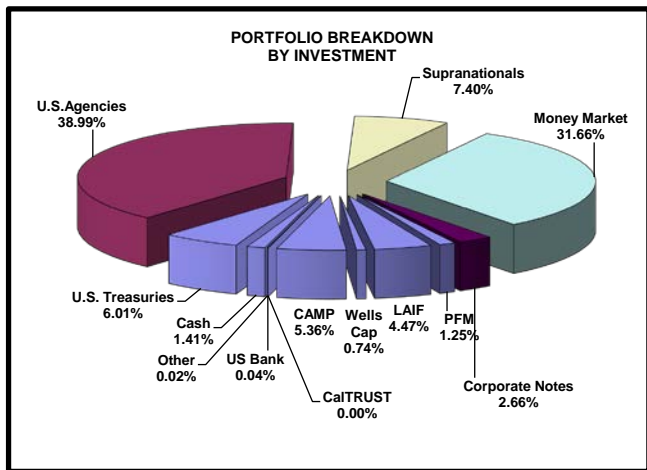
Investment Type	Par Value (\$)	Fair Value (\$)	YTM  (%)	WAM  (days)	Percentage of Portfolio	
U.S. Treasury	362,500,000.00	358,431,412.50	4.30	98	6.10%	
Agencies	2,341,788,000.00	2,276,162,467.09	3.36	395	38.71%	
Commercial Paper	1,465,000,000.00	1,454,698,525.00	4.31	55	24.74%	
NCD/YCD	435,000,000.00	433,868,995.00	3.94	101	7.38%	
Corporate Notes	159,445,000.00	145,786,810.96	1.64	1071	2.48%	
Time Deposit	3,404.12	3,404.12	0.08	509	0.00%	
Supranationals	443,000,000.00	426,684,405.43	4.71	558	7.26%	
PFM	74,986,727.85	71,915,608.29	1.76	713	1.22%	
LAIF	266,672,444.70	261,709,472.63	1.98	4	1	4.45%
CAMP	319,821,464.14	319,821,464.14	4.30	0	5.44%	
CalTRUST (Liquidity)	-	-	0.00	0	0.00%	
Allspring Global Investments	44,289,576.50	43,913,950.36	4.71	286	0.75%	
US Bank (Federated Tax Free)	2,171,528.76	2,171,528.76	3.53	0	0.04%	
Misc. <sup>1</sup>	1,059,410.99	1,059,410.99	N/A	N/A	0.02%	
Cash	84,051,976.50	84,051,976.50	1.55	2	0	1.43%
<b>Total Fund<sup>3</sup></b>	<b><u>5,999,789,533.56</u></b>	<b><u>5,880,279,431.77</u></b>	<b><u>3.70</u></b>	<b><u>261</u></b>	<b><u>100.00%</u></b>	

1. East Bay Regional Communications System Authority.

2. Average Earning Allowance of WFB for this quarter.

3. Excludes the Futuris Public Entity Trust of the CCCCD Retirement Board of Authority.

**CONTRA COSTA COUNTY  
INVESTMENT POOL  
AT A GLANCE**  
*December 31, 2022*

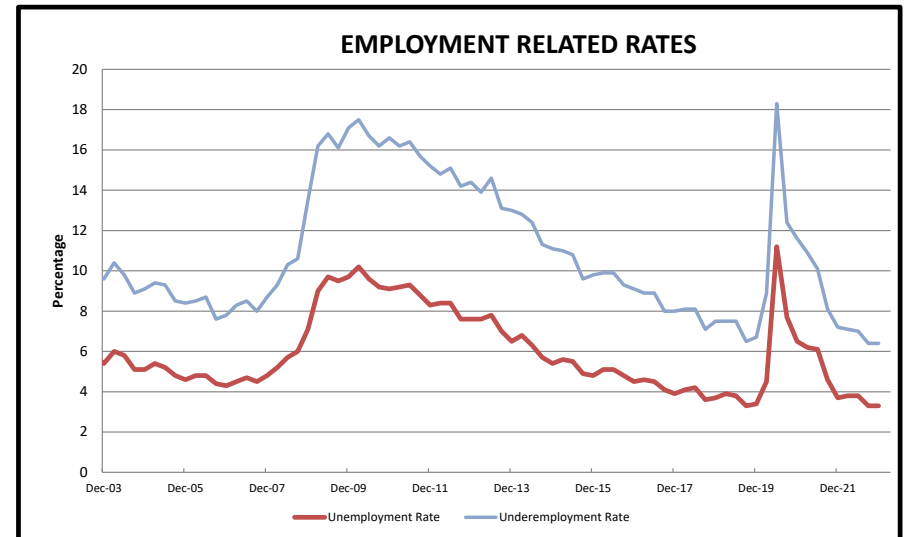
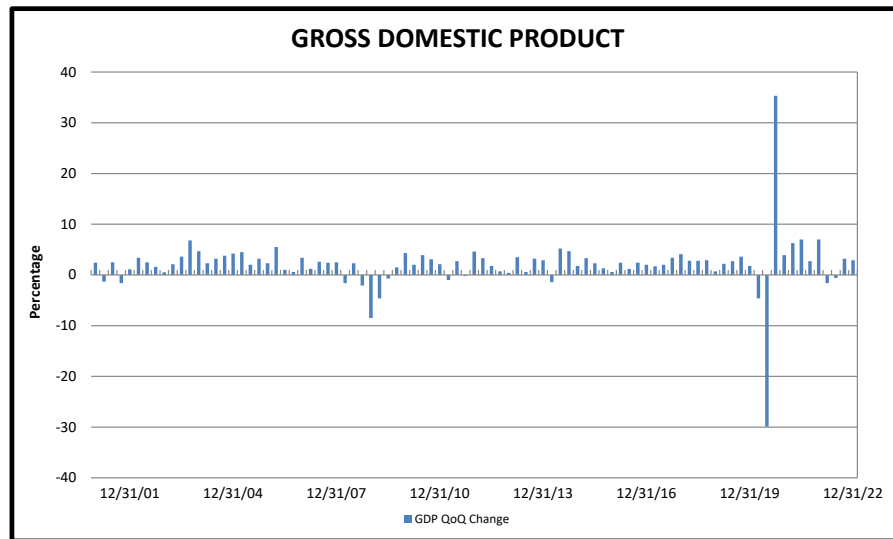
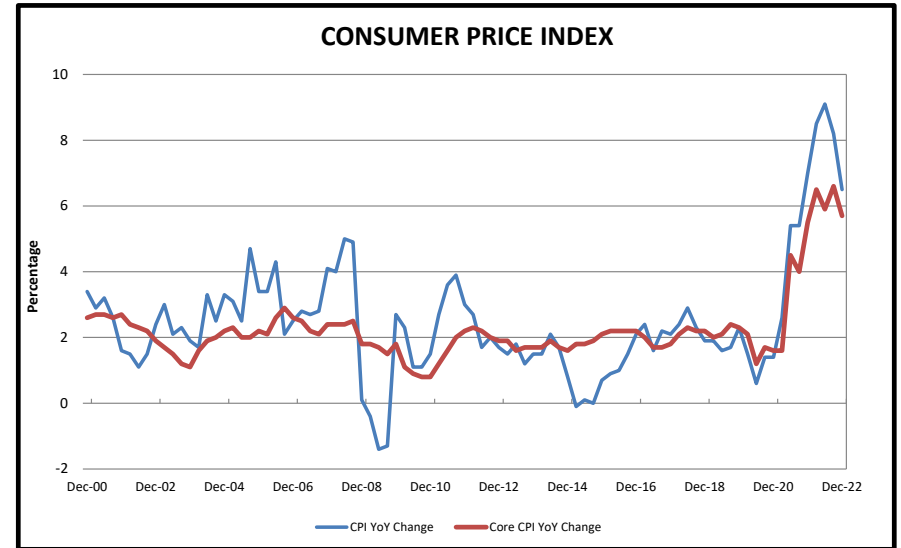
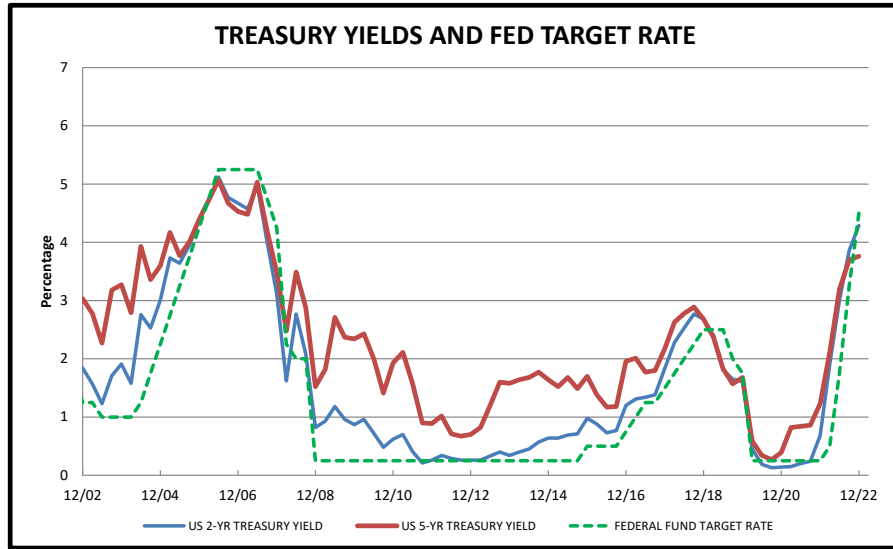


**NOTES TO INVESTMENT PORTFOLIO SUMMARY AND AT A GLANCE:**

1. All report information is unaudited but due diligence was utilized in its preparation. The information in the entire report is obtained at time of preparation hence may be updated after publishing and is subject to change without notice. Changes will be reflected in the next report.
2. There may be slight differences between the portfolio summary/at a glance pages and the attached statements/exhibits from time to time. The variances are largely due to rounding, the timing difference in recording and/or posting transactions, interest, security values, etc.
3. All securities and amounts included in the portfolio are denominated in United States Dollars.
4. The Contra Costa County investment portfolio maintains Standard & Poor's highest credit quality rating of AA+ and lowest volatility of S1+. The portfolio consists of a large portion of short-term investments with credit rating of A-1/P-1 or better. The majority of the long-term investments in the portfolio are rated AA or better.
5. In accordance with Contra Costa County's Investment Policy, the Treasurer's Office has constructed a portfolio that safeguards the principal, meets the liquidity needs and achieves a return. As a result, more than 79% of the portfolio will mature in less than a year with a weighted average maturity of 261 days.

# MAJOR MARKET AND ECONOMIC DATA

AS OF DECEMBER 31, 2022



Note:  
All data provided by Bloomberg.

# SECTION III

## APPENDIX

### A. INVESTMENT PORTFOLIO DETAIL - MANAGED BY TREASURER'S OFFICE

Notes:

1. Statements are generated by the SymPro Treasury Management Software system beginning first quarter of calendar year 2022.
2. Market pricing data are obtained from Interactive Data Corporation/ICE.

**Investment Portfolio -Treasury  
Portfolio Management  
Portfolio Details - Investments  
December 31, 2022**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Time Deposits</b>												
121101042B	86232	WESTAMERICA BANK - TIME DEP		05/24/2021	3,404.12	3,404.12	3,404.12	0.080	N/A	0.081	509	05/24/2024
<b>Subtotal and Average</b>			<b>3,404.12</b>		<b>3,404.12</b>	<b>3,404.12</b>	<b>3,404.12</b>			<b>0.081</b>	<b>509</b>	
<b>Negotiable CDs</b>												
87019WEW1	90392	SWEDBANK NY - YCD		10/18/2022	35,000,000.00	34,997,200.00	35,000,000.00	4.150	A-1	4.208	17	01/18/2023
78012U7L3	90228	RBC NY - YCD		06/29/2022	35,000,000.00	34,961,675.00	35,000,000.00	3.120	A-1+	3.163	29	01/30/2023
78012U5A9	90131	RBC NY - YCD		04/12/2022	35,000,000.00	34,893,985.00	35,000,000.00	2.050	A-1+	2.078	43	02/13/2023
65558UXL1	90349	NORDEA BK NY - YCD		10/07/2022	35,000,000.00	34,980,715.00	35,000,000.00	4.150	A-1+	4.208	64	03/06/2023
06367D2S3	90488	BK OF MONT CHI - YCD		12/07/2022	35,000,000.00	35,004,900.00	35,000,000.00	4.580	A-1	4.644	65	03/07/2023
22536A6P4	90496	CREDIT AG NY - YCD		12/09/2022	35,000,000.00	35,006,860.00	35,000,000.00	4.530	A-1	4.593	67	03/09/2023
21684XXZ4	90208	COOP RABOBANK NY - YCD		06/10/2022	30,000,000.00	29,801,250.00	30,000,000.00	2.740	A-1	2.778	68	03/10/2023
89115BX62	90342	TORONTO DOM NY - YCD		09/29/2022	35,000,000.00	35,000,000.00	35,000,000.00	4.290	A-1+	4.350	85	03/27/2023
89115BHB9	90459	TORONTO DOM NY - YCD		11/28/2022	35,000,000.00	35,016,905.00	35,000,000.00	4.900	A-1+	4.968	114	04/25/2023
78012U6Z3	90218	RBC NY - YCD		06/22/2022	35,000,000.00	34,796,405.00	35,000,000.00	3.710	A-1+	3.762	159	06/09/2023
78015JAJ6	90271	RBC NY - YCD		08/08/2022	30,000,000.00	29,837,880.00	30,000,000.00	4.020	A-1+	4.076	183	07/03/2023
78015J5N3	90249	RBC NY - YCD		07/19/2022	25,000,000.00	24,819,475.00	25,000,000.00	3.900	A-1+	3.954	199	07/19/2023
78015JDA2	90320	RBC NY - YCD		09/09/2022	35,000,000.00	34,751,745.00	35,000,000.00	4.210	A-1+	4.268	250	09/08/2023
<b>Subtotal and Average</b>			<b>515,645,161.29</b>		<b>435,000,000.00</b>	<b>433,868,995.00</b>	<b>435,000,000.00</b>			<b>3.938</b>	<b>101</b>	
<b>Corporate Notes</b>												
89236TJH9	86258	TOYOTA MCC - CORP		06/18/2021	10,000,000.00	9,385,083.90	9,990,387.13	0.500	A+	0.566	534	06/18/2024
06406RAL1	85315	BANK OF NY MELLON - CORP		10/24/2019	5,500,000.00	5,245,318.98	5,499,441.32	2.100	A	2.106	662	10/24/2024
06406RAL1	85316	BANK OF NY MELLON - CORP		10/24/2019	4,500,000.00	4,291,624.62	4,499,542.90	2.100	A	2.106	662	10/24/2024
40139LAG8	86549	GUARDIAN LIFE GLOB FUND - CORP		12/02/2021	10,000,000.00	9,064,715.80	9,966,158.31	1.100	AA+	1.240	904	06/23/2025
931142EW9	90341	WALMART INC - CORP		09/29/2022	11,000,000.00	10,856,824.62	10,827,749.41	3.900	AA	4.616	982	09/09/2025
64952WDW0	86281	NEW YORK LIFE - CORP		07/01/2021	10,000,000.00	8,894,784.30	9,932,244.31	0.850	AA+	1.079	1,110	01/15/2026
64952WED1	86244	NEW YORK LIFE - CORP		06/09/2021	10,000,000.00	8,839,246.50	9,996,629.89	1.150	AA+	1.160	1,255	06/09/2026
59217GER6	86587	MET LIFE GLOB FUND - CORP		01/14/2022	10,000,000.00	8,858,133.80	9,984,991.65	1.875	AA-	1.941	1,471	01/11/2027
66815L2K4	90393	NORTHWESTERN MUTUAL - CORP		10/17/2022	10,000,000.00	9,789,819.27	9,694,788.50	4.350	AA+	5.186	1,718	09/15/2027
<b>Subtotal and Average</b>			<b>80,384,379.78</b>		<b>81,000,000.00</b>	<b>75,225,551.79</b>	<b>80,391,933.42</b>			<b>2.252</b>	<b>1,076</b>	
<b>Commercial Paper Disc. -Amortizing</b>												
87019SN42	90347	SWEDBANK - CP		10/06/2022	35,000,000.00	34,979,385.00	34,989,077.08	3.745	A-1	3.833	3	01/04/2023
89233HN42	90314	TOYOTA MCC - CP		09/01/2022	35,000,000.00	34,979,035.00	34,990,404.17	3.290	A-1+	3.374	3	01/04/2023
87019SN67	90348	SWEDBANK - CP		10/06/2022	35,000,000.00	34,971,160.00	34,981,795.13	3.745	A-1	3.834	5	01/06/2023
78009BN99	90207	RBC - CP		06/09/2022	35,000,000.00	34,957,965.00	34,981,255.56	2.410	A-1+	2.479	8	01/09/2023
59157UNA4	90304	METLIFE ST FDG - CP		08/23/2022	35,000,000.00	34,953,975.00	34,972,525.00	3.140	A-1+	3.223	9	01/10/2023
62479MNA7	90382	MUFG BK LTD - CP		10/12/2022	30,000,000.00	29,960,970.00	29,970,525.00	3.930	A-1	4.024	9	01/10/2023



**Investment Portfolio -Treasury  
Portfolio Management  
Portfolio Details - Investments  
December 31, 2022**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to Maturity	Maturity Date
<b>Commercial Paper Disc. -Amortizing</b>												
87019SNA8	90383	SWEDBANK - CP		10/12/2022	30,000,000.00	29,961,120.00	29,970,037.50	3.995	A-1	4.091	9	01/10/2023
87019SNC4	90389	SWEDBANK - CP		10/14/2022	30,000,000.00	29,954,040.00	29,962,462.50	4.095	A-1	4.195	11	01/12/2023
87019SND2	90388	SWEDBANK - CP		10/14/2022	30,000,000.00	29,950,500.00	29,959,050.00	4.095	A-1	4.195	12	01/13/2023
62479MNH2	90390	MUFG BK LTD - CP		10/17/2022	35,000,000.00	34,925,450.00	34,934,588.89	4.205	A-1	4.310	16	01/17/2023
47816GNP0	90400	JOHNSON & JOHNSON - CP		10/25/2022	30,000,000.00	29,914,500.00	29,926,116.67	4.030	A-1+	4.128	22	01/23/2023
62479MNS8	90402	MUFG BK LTD - CP		10/26/2022	30,000,000.00	29,904,060.00	29,910,208.37	4.310	A-1	4.419	25	01/26/2023
50000ENT7	90441	KOCH INDUSTRIES - CP		11/18/2022	30,000,000.00	29,898,900.00	29,910,083.33	4.150	A-1+	4.242	26	01/27/2023
89233HNT7	90336	TOYOTA MCC - CP		09/27/2022	35,000,000.00	34,881,910.00	34,904,197.22	3.790	A-1+	3.893	26	01/27/2023
59157UNW6	90387	METLIFE ST FDG - CP		10/14/2022	30,000,000.00	29,889,810.00	29,904,058.33	3.970	A-1+	4.074	29	01/30/2023
62479MNX7	90338	MUFG BK LTD - CP		09/28/2022	35,000,000.00	34,867,350.00	34,888,291.67	3.830	A-1	3.936	30	01/31/2023
89116FNX4	90337	TORONTO DOM - CP		09/28/2022	35,000,000.00	34,865,950.00	34,895,000.00	3.600	A-1+	3.701	30	01/31/2023
59157UP20	90345	METLIFE ST FDG - CP		09/30/2022	35,000,000.00	34,858,530.00	34,883,333.36	3.750	A-1+	3.852	32	02/02/2023
46640QP39	90395	JP MORGAN - CP		10/20/2022	35,000,000.00	34,849,570.00	34,859,475.00	4.380	A-1	4.499	33	02/03/2023
62479MP64	90425	MUFG BK LTD - CP		11/08/2022	30,000,000.00	29,865,090.00	29,864,700.00	4.510	A-1	4.625	36	02/06/2023
89233HPQ1	90396	TOYOTA MCC - CP		10/21/2022	30,000,000.00	29,793,030.00	29,800,200.00	4.440	A-1+	4.573	54	02/24/2023
59157UPT1	90385	METLIFE ST FDG - CP		10/13/2022	30,000,000.00	29,786,160.00	29,806,199.96	4.080	A-1+	4.202	57	02/27/2023
89233HPT5	90346	TOYOTA MCC - CP		10/05/2022	35,000,000.00	34,744,955.00	34,776,670.83	4.030	A-1+	4.153	57	02/27/2023
22533UQ14	90465	CREDIT AG - CP		12/02/2022	25,000,000.00	24,816,850.00	24,819,722.19	4.400	A-1	4.510	59	03/01/2023
62479MQ63	90482	MUFG BK LTD - CP		12/06/2022	35,000,000.00	34,722,590.00	34,711,288.89	4.640	A-1	4.760	64	03/06/2023
87019SQ80	90495	SWEDBANK - CP		12/09/2022	35,000,000.00	34,717,025.00	34,716,383.33	4.420	A-1	4.531	66	03/08/2023
62479MQ97	90494	MUFG BK LTD - CP		12/09/2022	35,000,000.00	34,707,505.00	34,700,361.11	4.600	A-1	4.718	67	03/09/2023
46640QQA2	90429	JP MORGAN - CP		11/10/2022	35,000,000.00	34,687,625.00	34,692,583.33	4.650	A-1	4.789	68	03/10/2023
89233HQD9	90433	TOYOTA MCC - CP		11/15/2022	25,000,000.00	24,771,975.00	24,776,645.84	4.530	A-1+	4.662	71	03/13/2023
62479MQL0	90510	MUFG BK LTD - CP		12/19/2022	35,000,000.00	34,650,455.00	34,648,133.30	4.640	A-1	4.760	78	03/20/2023
89233HQQ0	90432	TOYOTA MCC - CP		11/14/2022	30,000,000.00	29,682,330.00	29,686,350.00	4.590	A-1+	4.732	82	03/24/2023
89233HQU1	90456	TOYOTA MCC - CP		11/28/2022	35,000,000.00	34,610,450.00	34,608,700.00	4.680	A-1+	4.820	86	03/28/2023
22533UQV8	90529	CREDIT AG - CP		12/29/2022	35,000,000.00	34,615,280.00	34,623,604.17	4.450	A-1	4.563	87	03/29/2023
47816GQX0	90460	JOHNSON & JOHNSON - CP		11/30/2022	35,000,000.00	34,608,840.00	34,614,951.50	4.450	A-1+	4.580	89	03/31/2023
47816GR50	90487	JOHNSON & JOHNSON - CP		12/07/2022	35,000,000.00	34,587,000.00	34,583,266.76	4.560	A-1+	4.694	94	04/05/2023
89116FR51	90486	TORONTO DOM - CP		12/07/2022	35,000,000.00	34,575,520.00	34,599,716.66	4.380	A-1+	4.502	94	04/05/2023
02314QR68	90435	AMAZON - CP		11/17/2022	30,000,000.00	29,630,100.00	29,627,916.62	4.700	A-1+	4.854	95	04/06/2023
47816GR68	90483	JOHNSON & JOHNSON - CP		12/06/2022	30,000,000.00	29,642,220.00	29,639,791.66	4.550	A-1+	4.685	95	04/06/2023
02314QRA9	90436	AMAZON - CP		11/17/2022	30,000,000.00	29,614,500.00	29,612,250.00	4.700	A-1+	4.857	99	04/10/2023
47816GRB7	90484	JOHNSON & JOHNSON - CP		12/06/2022	30,000,000.00	29,623,350.00	29,620,833.33	4.550	A-1+	4.688	100	04/11/2023
89116FRD4	90493	TORONTO DOM - CP		12/09/2022	35,000,000.00	34,536,075.00	34,565,650.00	4.380	A-1+	4.512	102	04/13/2023
89116FRE2	90491	TORONTO DOM - CP		12/08/2022	30,000,000.00	29,598,180.00	29,624,050.00	4.380	A-1+	4.512	103	04/14/2023
89116FRH5	90489	TORONTO DOM - CP		12/08/2022	30,000,000.00	29,585,370.00	29,613,100.00	4.380	A-1+	4.512	106	04/17/2023
89116FRH5	90497	TORONTO DOM - CP		12/23/2022	35,000,000.00	34,516,265.00	34,536,250.00	4.500	A-1+	4.633	106	04/17/2023

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Commercial Paper Disc. -Amortizing</b>												
47816GRU5	90461	JOHNSON & JOHNSON - CP		11/30/2022	35,000,000.00	34,485,605.00	34,483,574.88	4.540	A-1+	4.691	117	04/28/2023
<b>Subtotal and Average</b>			<b>1,465,953,739.65</b>		<b>1,465,000,000.00</b>	<b>1,454,698,525.00</b>	<b>1,455,145,379.14</b>			<b>4.309</b>	<b>55</b>	
<b>Federal Agency Coupon Securities</b>												
3135G0T94	84892	FNMA - AGENCY		02/28/2019	6,000,000.00	5,994,910.08	5,999,520.75	2.375	AA+	2.543	18	01/19/2023
3135G0T94	84909	FNMA - AGENCY		03/08/2019	5,000,000.00	4,995,758.40	4,999,773.35	2.375	AA+	2.470	18	01/19/2023
3133EKKT2	85078	FFCB - AGENCY		05/30/2019	2,900,000.00	2,893,884.80	2,900,428.31	2.250	AA+	2.100	38	02/08/2023
3133ELA87	85648	FFCB - AGENCY		05/28/2020	20,000,000.00	19,683,502.40	19,994,696.09	0.250	AA+	0.318	141	05/22/2023
3133ENXP0	90189	FFCB - AGENCY		05/25/2022	10,000,000.00	9,900,784.30	9,998,600.00	2.100	AA+	2.136	144	05/25/2023
3137EAES4	85688	FHLMC - AGENCY		06/26/2020	20,000,000.00	19,587,100.40	19,990,537.04	0.250	AA+	0.348	176	06/26/2023
3133EKP5	85102	FFCB - AGENCY		06/14/2019	4,956,000.00	4,866,248.62	4,962,575.03	2.125	AA+	1.921	247	09/05/2023
3137EAEW5	85769	FHLMC - AGENCY		09/04/2020	10,000,000.00	9,699,107.90	9,999,248.06	0.250	AA+	0.261	250	09/08/2023
3130ATYM3	90453	FHLB - AGENCY		11/23/2022	10,000,000.00	10,004,755.07	9,998,582.30	4.875	AA+	4.907	325	11/22/2023
3130ATPW1	90394	FHLB - AGENCY		10/19/2022	27,500,000.00	27,463,413.45	27,486,291.35	4.625	AA+	4.672	341	12/08/2023
3133EN5D8	90520	FFCB - AGENCY		12/27/2022	10,000,000.00	9,991,934.40	9,996,182.89	4.750	AA+	4.790	360	12/27/2023
3133ENYX2	90215	FFCB - AGENCY		06/17/2022	10,000,000.00	9,799,534.80	9,967,782.50	3.250	AA+	3.480	533	06/17/2024
3133ENYX2	90216	FFCB - AGENCY		06/17/2022	10,000,000.00	9,799,534.80	9,996,770.94	3.250	AA+	3.273	533	06/17/2024
3134GYA69	90519	FHLMC - AGENCY		12/27/2022	10,000,000.00	10,010,658.10	10,000,000.00	5.000	AA+	5.005	635	09/27/2024
3135G0W66	85280	FNMA - AGENCY		10/18/2019	20,000,000.00	19,009,375.40	19,987,743.57	1.625	AA+	1.661	653	10/15/2024
3135G0W66	85281	FNMA - AGENCY		10/18/2019	10,000,000.00	9,504,687.70	9,993,871.79	1.625	AA+	1.661	653	10/15/2024
3133ENS43	90391	FFCB - AGENCY		10/17/2022	10,000,000.00	9,967,436.40	9,992,373.61	4.375	AA+	4.420	655	10/17/2024
3133EN4N7	90512	FFCB - AGENCY		12/20/2022	10,000,000.00	9,943,513.20	9,974,791.11	4.250	AA+	4.385	719	12/20/2024
3133EN4N7	90513	FFCB - AGENCY		12/20/2022	10,000,000.00	9,943,513.20	9,974,810.81	4.250	AA+	4.385	719	12/20/2024
3133EN4N7	90514	FFCB - AGENCY		12/20/2022	10,000,000.00	9,943,513.20	9,987,789.44	4.250	AA+	4.315	719	12/20/2024
3130AQF40	86558	FHLB - AGENCY		12/22/2021	10,000,000.00	9,342,112.90	9,994,777.87	1.000	AA+	1.027	719	12/20/2024
3133ENZ37	90431	FFCB - AGENCY		11/10/2022	10,000,000.00	10,068,648.10	9,998,411.15	4.875	AA+	4.887	740	01/10/2025
3133ENLU2	86598	FFCB - AGENCY		01/21/2022	10,000,000.00	9,383,743.20	9,989,996.30	1.320	AA+	1.370	751	01/21/2025
3133ENPG9	90013	FFCB - AGENCY		02/15/2022	10,000,000.00	9,502,485.20	9,985,623.92	1.750	AA+	1.820	775	02/14/2025
3133ENVC1	90138	FFCB - AGENCY		04/25/2022	10,000,000.00	9,617,470.60	10,000,000.00	2.750	AA+	2.750	845	04/25/2025
3133EN4B3	90506	FFCB - AGENCY		12/13/2022	10,000,000.00	9,972,006.80	9,992,160.00	4.250	AA+	4.284	894	06/13/2025
3135G04Z3	85679	FNMA - AGENCY		06/19/2020	20,000,000.00	18,213,027.00	19,979,599.33	0.500	AA+	0.542	898	06/17/2025
3130AN4A5	86282	FHLB - AGENCY		07/06/2021	10,000,000.00	9,142,775.50	9,998,771.24	0.700	AA+	0.705	911	06/30/2025
3133ENP95	90344	FFCB - AGENCY		09/30/2022	10,000,000.00	9,990,599.50	9,942,766.20	4.250	AA+	4.475	1,003	09/30/2025
3135G06G3	85911	FNMA - AGENCY		11/12/2020	10,000,000.00	9,001,070.20	9,979,537.16	0.500	AA+	0.573	1,041	11/07/2025
3134GY6L1	90511	FHLMC - AGENCY		12/20/2022	15,000,000.00	15,009,100.35	15,000,000.00	4.750	AA+	4.750	1,264	06/18/2026
3133ENS50	90386	FFCB - AGENCY		10/14/2022	10,000,000.00	10,030,185.60	10,000,000.00	4.125	AA+	4.125	1,747	10/14/2027
<b>Subtotal and Average</b>			<b>313,393,032.24</b>		<b>361,356,000.00</b>	<b>352,276,391.57</b>	<b>361,064,012.11</b>			<b>2.741</b>	<b>620</b>	

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Disc. -Amortizing</b>												
313384AC3	90311	FHLB - AGENCY		08/30/2022	35,000,000.00	35,000,000.00	34,994,118.06	3.025	A-1+	3.100	2	01/03/2023
313384AL3	90326	FHLB - AGENCY		09/21/2022	30,000,000.00	29,970,894.90	29,970,999.99	3.480	A-1+	3.616	10	01/11/2023
313384AN9	90332	FHLB - AGENCY		09/26/2022	35,000,000.00	34,958,440.65	34,958,350.00	3.570	A-1+	3.710	12	01/13/2023
313384AS8	90333	FHLB - AGENCY		09/26/2022	35,000,000.00	34,941,830.70	34,944,466.67	3.570	A-1+	3.661	16	01/17/2023
313384AU3	90443	FHLB - AGENCY		11/21/2022	3,600,000.00	3,593,162.95	3,592,728.00	4.040	A-1+	4.181	18	01/19/2023
313384AU3	90444	FHLB - AGENCY		11/21/2022	2,200,000.00	2,195,821.80	2,195,556.00	4.040	A-1+	4.181	18	01/19/2023
313384AU3	90445	FHLB - AGENCY		11/21/2022	13,000,000.00	12,975,310.66	12,973,740.00	4.040	A-1+	4.181	18	01/19/2023
313384AU3	90446	FHLB - AGENCY		11/21/2022	640,000.00	638,784.52	638,707.20	4.040	A-1+	4.181	18	01/19/2023
313384AU3	90447	FHLB - AGENCY		11/21/2022	6,000,000.00	5,988,604.92	5,987,880.00	4.040	A-1+	4.181	18	01/19/2023
313384AU3	90448	FHLB - AGENCY		11/21/2022	700,000.00	698,670.57	698,586.00	4.040	A-1+	4.181	18	01/19/2023
313384AZ2	90397	FHLB - AGENCY		10/24/2022	35,000,000.00	34,912,782.45	34,911,226.39	3.970	A-1+	4.066	23	01/24/2023
313384BA6	90317	FHLB - AGENCY		09/09/2022	30,000,000.00	29,920,096.80	29,936,800.00	3.160	A-1+	3.288	24	01/25/2023
313384BC2	90401	FHLB - AGENCY		10/26/2022	30,000,000.00	29,912,853.90	29,913,333.33	4.000	A-1+	4.098	26	01/27/2023
313384BH1	90334	FHLB - AGENCY		09/27/2022	30,000,000.00	29,891,163.00	29,905,320.83	3.665	A-1+	3.765	31	02/01/2023
313384BR9	90404	FHLB - AGENCY		10/27/2022	35,000,000.00	34,841,333.80	34,846,627.08	4.045	A-1+	4.208	39	02/09/2023
313384BS7	90437	FHLB - AGENCY		11/17/2022	7,000,000.00	6,966,760.78	6,967,488.89	4.180	A-1+	4.339	40	02/10/2023
313384BS7	90438	FHLB - AGENCY		11/17/2022	2,600,000.00	2,587,654.00	2,587,924.44	4.180	A-1+	4.340	40	02/10/2023
313384BS7	90439	FHLB - AGENCY		11/17/2022	1,900,000.00	1,890,977.93	1,891,175.56	4.180	A-1+	4.340	40	02/10/2023
313384BY4	90405	FHLB - AGENCY		10/27/2022	35,000,000.00	34,811,396.90	34,817,309.72	4.085	A-1+	4.195	46	02/16/2023
313384CG2	90318	FHLB - AGENCY		09/09/2022	35,000,000.00	34,772,971.10	34,826,225.00	3.310	A-1+	3.456	54	02/24/2023
313384CM9	90426	FHLB - AGENCY		11/09/2022	25,000,000.00	24,825,086.50	24,827,302.09	4.215	A-1+	4.330	59	03/01/2023
313384CN7	90406	FHLB - AGENCY		10/27/2022	35,000,000.00	34,755,351.40	34,757,916.67	4.150	A-1+	4.329	60	03/02/2023
313588CN3	90466	FNMA - AGENCY		12/02/2022	4,000,000.00	3,972,040.16	3,972,000.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90467	FNMA - AGENCY		12/02/2022	5,000,000.00	4,965,050.20	4,965,000.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90468	FNMA - AGENCY		12/02/2022	4,000,000.00	3,972,040.16	3,972,000.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90469	FNMA - AGENCY		12/02/2022	2,000,000.00	1,986,020.08	1,986,000.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90470	FNMA - AGENCY		12/02/2022	4,500,000.00	4,468,545.18	4,468,500.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90471	FNMA - AGENCY		12/02/2022	700,000.00	695,107.03	695,100.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90472	FNMA - AGENCY		12/02/2022	2,000,000.00	1,986,020.08	1,986,000.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90473	FNMA - AGENCY		12/02/2022	3,300,000.00	3,276,933.13	3,276,900.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90474	FNMA - AGENCY		12/02/2022	18,000,000.00	17,874,180.72	17,874,000.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90475	FNMA - AGENCY		12/02/2022	1,000,000.00	993,010.04	993,000.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90476	FNMA - AGENCY		12/02/2022	2,000,000.00	1,986,020.08	1,986,000.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90477	FNMA - AGENCY		12/02/2022	2,000,000.00	1,986,020.08	1,986,000.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90478	FNMA - AGENCY		12/02/2022	5,000,000.00	4,965,050.20	4,965,000.00	4.200	A-1+	4.364	60	03/02/2023
313588CN3	90479	FNMA - AGENCY		12/02/2022	2,500,000.00	2,482,525.10	2,482,500.00	4.200	A-1+	4.364	60	03/02/2023
313384CP2	90424	FHLB - AGENCY		11/08/2022	35,000,000.00	34,746,591.25	34,748,247.92	4.245	A-1+	4.363	61	03/03/2023
313384CT4	90418	FHLB - AGENCY		11/03/2022	35,000,000.00	34,734,341.25	34,732,371.53	4.235	A-1+	4.418	65	03/07/2023

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Disc. -Amortizing</b>												
313384CU1	90419	FHLB - AGENCY		11/03/2022	30,000,000.00	29,768,692.20	29,768,175.00	4.215	A-1+	4.397	66	03/08/2023
313384CV9	90427	FHLB - AGENCY		11/09/2022	30,000,000.00	29,765,092.20	29,761,591.67	4.270	A-1+	4.453	67	03/09/2023
313384DB2	90434	FHLB - AGENCY		11/16/2022	30,000,000.00	29,743,501.20	29,738,416.66	4.300	A-1+	4.484	73	03/15/2023
313384DB2	90498	FHLB - AGENCY		12/27/2022	4,000,000.00	3,965,800.16	3,964,116.45	4.424	A-1+	4.592	73	03/15/2023
313384DC0	90420	FHLB - AGENCY		11/03/2022	35,000,000.00	34,696,554.90	34,693,516.66	4.260	A-1+	4.449	74	03/16/2023
313384DG1	90430	FHLB - AGENCY		11/10/2022	35,000,000.00	34,679,774.15	34,673,158.33	4.310	A-1+	4.501	78	03/20/2023
313588DH5	90450	FNMA - AGENCY		11/23/2022	35,000,000.00	34,675,580.45	34,677,416.67	4.200	A-1+	4.378	79	03/21/2023
313588DJ1	90457	FNMA - AGENCY		11/28/2022	35,000,000.00	34,671,387.10	34,669,444.44	4.250	A-1+	4.368	80	03/22/2023
313384DR7	90525	FHLB - AGENCY		12/29/2022	20,000,000.00	19,795,455.60	19,787,333.33	4.400	A-1+	4.573	87	03/29/2023
313588DS1	90480	FNMA - AGENCY		12/05/2022	35,000,000.00	34,637,857.80	34,636,388.89	4.250	A-1+	4.429	88	03/30/2023
313384EG0	90442	FHLB - AGENCY		11/18/2022	30,000,000.00	29,634,638.40	29,624,300.00	4.420	A-1+	4.627	102	04/13/2023
313384EH8	90515	FHLB - AGENCY		12/21/2022	35,000,000.00	34,569,508.40	34,551,878.47	4.475	A-1+	4.602	103	04/14/2023
313384EL9	90499	FHLB - AGENCY		12/09/2022	35,000,000.00	34,556,802.70	34,545,009.72	4.415	A-1+	4.548	106	04/17/2023
313384EL9	90502	FHLB - AGENCY		12/09/2022	35,000,000.00	34,556,802.70	34,545,525.00	4.410	A-1+	4.606	106	04/17/2023
313384EL9	90516	FHLB - AGENCY		12/21/2022	35,000,000.00	34,556,802.70	34,538,311.11	4.480	A-1+	4.609	106	04/17/2023
313384EM7	90501	FHLB - AGENCY		12/09/2022	35,000,000.00	34,552,568.75	34,540,717.36	4.415	A-1+	4.612	107	04/18/2023
313384EN5	90522	FHLB - AGENCY		12/28/2022	35,000,000.00	34,548,335.15	34,528,550.00	4.490	A-1+	4.617	108	04/19/2023
313384EQ8	90524	FHLB - AGENCY		12/28/2022	35,000,000.00	34,539,869.35	34,519,284.73	4.495	A-1+	4.687	110	04/21/2023
313384ET2	90528	FHLB - AGENCY		12/29/2022	35,000,000.00	34,527,174.50	34,503,427.77	4.520	A-1+	4.715	113	04/24/2023
313384FK0	90523	FHLB - AGENCY		12/28/2022	35,000,000.00	34,453,734.35	34,429,981.25	4.545	A-1+	4.752	129	05/10/2023
313384FS3	90181	FHLB - AGENCY		05/19/2022	1,500,000.00	1,475,308.91	1,488,043.33	2.110	A-1+	2.204	136	05/17/2023
313384FS3	90182	FHLB - AGENCY		05/19/2022	13,000,000.00	12,786,010.51	12,896,375.56	2.110	A-1+	2.204	136	05/17/2023
313384HF9	90508	FHLB - AGENCY		12/27/2022	5,000,000.00	4,893,876.60	4,889,231.95	4.610	A-1+	4.849	173	06/23/2023
313384HL6	90526	FHLB - AGENCY		12/29/2022	30,000,000.00	29,344,846.20	29,318,409.48	4.595	A-1+	4.835	178	06/28/2023
313384HM4	90463	FHLB - AGENCY		12/01/2022	3,282,000.00	3,209,923.44	3,207,014.97	4.595	A-1+	4.838	179	06/29/2023
313384HR3	90351	FHLB - AGENCY		10/07/2022	1,610,000.00	1,574,049.99	1,576,485.84	4.095	A-1+	4.313	183	07/03/2023
313384KG3	90295	FHLB - AGENCY		08/12/2022	5,000,000.00	4,865,011.95	4,902,566.66	3.160	A-1+	3.329	222	08/11/2023
313384MF3	90350	FHLB - AGENCY		10/07/2022	3,500,000.00	3,385,920.93	3,391,596.74	4.145	A-1+	4.396	269	09/27/2023
313384MG1	90352	FHLB - AGENCY		10/07/2022	250,000.00	241,821.82	242,228.13	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90353	FHLB - AGENCY		10/07/2022	2,400,000.00	2,321,489.42	2,325,390.00	4.145	A-1+	4.397	270	09/28/2023
313384MG1	90354	FHLB - AGENCY		10/07/2022	6,000,000.00	5,803,723.56	5,813,475.00	4.145	A-1+	4.397	270	09/28/2023
313384MG1	90355	FHLB - AGENCY		10/07/2022	25,000,000.00	24,182,181.50	24,222,812.50	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90356	FHLB - AGENCY		10/07/2022	8,750,000.00	8,463,763.53	8,477,984.37	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90357	FHLB - AGENCY		10/07/2022	200,000.00	193,457.45	193,782.50	4.145	A-1+	4.397	270	09/28/2023
313384MG1	90358	FHLB - AGENCY		10/07/2022	300,000.00	290,186.18	290,673.75	4.145	A-1+	4.397	270	09/28/2023
313384MG1	90359	FHLB - AGENCY		10/07/2022	200,000.00	193,457.45	193,782.50	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90360	FHLB - AGENCY		10/07/2022	1,500,000.00	1,450,930.89	1,453,368.75	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90361	FHLB - AGENCY		10/07/2022	350,000.00	338,550.54	339,119.37	4.145	A-1+	4.396	270	09/28/2023

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Disc. -Amortizing</b>												
313384MG1	90362	FHLB - AGENCY		10/07/2022	6,000,000.00	5,803,723.56	5,813,475.00	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90363	FHLB - AGENCY		10/07/2022	500,000.00	483,643.63	484,456.25	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90364	FHLB - AGENCY		10/07/2022	6,500,000.00	6,287,367.19	6,297,931.25	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90365	FHLB - AGENCY		10/07/2022	250,000.00	241,821.82	242,228.13	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90366	FHLB - AGENCY		10/07/2022	2,500,000.00	2,418,218.15	2,422,281.25	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90367	FHLB - AGENCY		10/07/2022	7,000,000.00	6,771,010.82	6,782,387.51	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90368	FHLB - AGENCY		10/07/2022	600,000.00	580,372.36	581,347.50	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90369	FHLB - AGENCY		10/07/2022	9,500,000.00	9,189,228.97	9,204,668.76	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90370	FHLB - AGENCY		10/07/2022	1,200,000.00	1,160,744.71	1,162,695.00	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90371	FHLB - AGENCY		10/07/2022	4,000,000.00	3,869,149.04	3,875,650.00	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90372	FHLB - AGENCY		10/07/2022	600,000.00	580,372.36	581,347.50	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90373	FHLB - AGENCY		10/07/2022	300,000.00	290,186.18	290,673.75	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90374	FHLB - AGENCY		10/07/2022	300,000.00	290,186.18	290,673.75	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90375	FHLB - AGENCY		10/07/2022	1,500,000.00	1,450,930.89	1,453,368.75	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90376	FHLB - AGENCY		10/07/2022	600,000.00	580,372.36	581,347.50	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90377	FHLB - AGENCY		10/07/2022	900,000.00	870,558.53	872,021.25	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90378	FHLB - AGENCY		10/07/2022	200,000.00	193,457.45	193,782.50	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90379	FHLB - AGENCY		10/07/2022	2,000,000.00	1,934,574.52	1,937,825.00	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90380	FHLB - AGENCY		10/07/2022	200,000.00	193,457.45	193,782.50	4.145	A-1+	4.396	270	09/28/2023
313384MG1	90381	FHLB - AGENCY		10/07/2022	400,000.00	386,914.90	387,565.00	4.145	A-1+	4.396	270	09/28/2023
<b>Subtotal and Average</b>			<b>1,137,440,505.94</b>		<b>1,375,532,000.00</b>	<b>1,361,626,179.67</b>	<b>1,361,800,794.43</b>			<b>4.268</b>	<b>85</b>	
<b>Treasury Coupon Securities</b>												
91282CEK3	90183	US TREASURY NOTES		05/19/2022	1,500,000.00	1,457,812.50	1,496,886.80	2.500	AA+	2.661	485	04/30/2024
91282CEK3	90184	US TREASURY NOTES		05/19/2022	2,500,000.00	2,429,687.50	2,494,811.32	2.500	AA+	2.661	485	04/30/2024
91282CDS7	86597	US TREASURY NOTES		01/21/2022	2,500,000.00	2,340,917.50	2,493,191.83	1.125	AA+	1.261	745	01/15/2025
<b>Subtotal and Average</b>			<b>6,484,496.12</b>		<b>6,500,000.00</b>	<b>6,228,417.50</b>	<b>6,484,889.95</b>			<b>2.123</b>	<b>585</b>	
<b>Treasury Bills</b>												
912796X95	90309	US TREASURY BILLS		08/29/2022	35,000,000.00	34,992,930.00	34,988,644.44	2.920	A-1+	3.034	4	01/05/2023
912796Y60	90408	US TREASURY BILLS		10/28/2022	35,000,000.00	34,802,005.00	34,798,741.25	4.059	A-1+	4.228	51	02/21/2023
912796Y60	90452	US TREASURY BILLS		11/23/2022	13,000,000.00	12,926,459.00	12,924,491.67	4.100	A-1+	4.258	51	02/21/2023
912796T33	90530	US TREASURY BILLS		12/30/2022	25,000,000.00	24,849,550.00	24,848,361.11	4.120	A-1+	4.262	53	02/23/2023
912796YL7	90449	US TREASURY BILLS		11/22/2022	30,000,000.00	29,751,210.00	29,740,383.33	4.210	A-1+	4.386	74	03/16/2023
912796Z77	90464	US TREASURY BILLS		12/02/2022	25,000,000.00	24,773,975.00	24,766,840.28	4.250	A-1+	4.426	79	03/21/2023
912796Z93	90503	US TREASURY BILLS		12/09/2022	35,000,000.00	34,622,280.00	34,617,085.42	4.235	A-1+	4.413	93	04/04/2023
912796V48	90407	US TREASURY BILLS		10/28/2022	3,000,000.00	2,960,886.00	2,961,395.83	4.250	A-1+	4.460	109	04/20/2023
912796YV5	90451	US TREASURY BILLS		11/23/2022	35,000,000.00	34,506,815.00	34,504,905.53	4.390	A-1+	4.600	116	04/27/2023

Portfolio CCIP

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to Maturity	Maturity Date
<b>Treasury Bills</b>												
912796YW3	90504	US TREASURY BILLS		12/09/2022	35,000,000.00	34,471,710.00	34,476,822.92	4.375	A-1+	4.579	123	05/04/2023
912796ZE2	90505	US TREASURY BILLS		12/09/2022	35,000,000.00	34,434,925.00	34,440,097.22	4.430	A-1+	4.641	130	05/11/2023
912796ZF9	90462	US TREASURY BILLS		11/30/2022	15,000,000.00	14,733,075.00	14,730,000.00	4.500	A-1+	4.730	144	05/25/2023
912796ZF9	90500	US TREASURY BILLS		12/09/2022	35,000,000.00	34,377,175.00	34,372,100.00	4.485	A-1+	4.708	144	05/25/2023
<b>Subtotal and Average</b>			<b>310,121,982.98</b>		<b>356,000,000.00</b>	<b>352,202,995.00</b>	<b>352,169,869.00</b>			<b>4.339</b>	<b>89</b>	
<b>Federal Agency Callables</b>												
3130ARB42	90060	FHLB - AGENCY		03/14/2022	10,000,000.00	9,934,968.90	10,000,000.00	1.250	AA+	1.250	72	03/14/2023
3130ASAA7	90188	FHLB - AGENCY		05/25/2022	20,000,000.00	19,746,275.40	19,999,202.06	2.240	AA+	2.247	173	06/23/2023
3130ATLU9	90403	FHLB - AGENCY		10/27/2022	10,000,000.00	9,990,847.80	10,000,000.00	4.400	AA+	4.400	269	09/27/2023
3134GXCA0	85939	FHLMC - AGENCY		11/30/2020	10,000,000.00	9,592,786.60	9,999,979.95	0.320	AA+	0.320	327	11/24/2023
3134GXTW4	90195	FHLMC - AGENCY		05/31/2022	10,000,000.00	9,836,411.00	10,000,000.00	3.000	AA+	3.000	331	11/28/2023
3133EMHL9	85938	FFCB - AGENCY		11/30/2020	10,000,000.00	9,589,586.70	10,000,000.00	0.310	AA+	0.310	333	11/30/2023
3135GA6J5	85957	FNMA - AGENCY		12/07/2020	10,000,000.00	9,584,905.80	10,000,000.00	0.320	AA+	0.320	340	12/07/2023
3134GVV96	85683	FHLMC - AGENCY		06/24/2020	20,000,000.00	18,857,329.20	20,000,000.00	0.500	AA+	0.500	540	06/24/2024
3130ASN47	90261	FHLB - AGENCY		07/26/2022	10,000,000.00	9,759,118.60	10,000,000.00	3.320	AA+	3.320	572	07/26/2024
3130ASQR3	90267	FHLB - AGENCY		07/28/2022	10,000,000.00	9,793,082.00	10,000,000.00	3.570	AA+	3.570	572	07/26/2024
3134GX2E3	90327	FHLMC - AGENCY		09/20/2022	10,000,000.00	9,893,399.70	10,000,000.00	4.050	AA+	4.050	628	09/20/2024
3134GXPZ1	90098	FHLMC - AGENCY		03/28/2022	10,000,000.00	9,566,942.20	10,000,000.00	2.200	AA+	2.175	635	09/27/2024
3130AQG64	86586	FHLB - AGENCY		01/18/2022	10,000,000.00	9,346,336.90	10,000,000.00	1.000	AA+	1.000	656	10/18/2024
3134GX4M3	90409	FHLMC - AGENCY		10/28/2022	10,000,000.00	9,978,319.60	10,000,000.00	5.080	AA+	5.080	663	10/25/2024
3130AQB7	86559	FHLB - AGENCY		12/23/2021	10,000,000.00	9,333,031.10	10,000,000.00	1.200	AA+	1.200	722	12/23/2024
3130AQ5X7	86574	FHLB - AGENCY		12/30/2021	10,000,000.00	9,319,354.00	10,000,000.00	1.150	AA+	0.956	729	12/30/2024
3133ENSK7	90078	FFCB - AGENCY		03/21/2022	10,000,000.00	9,480,439.30	10,000,000.00	2.190	AA+	2.190	810	03/21/2025
3134GXRS5	90148	FHLMC - AGENCY		04/29/2022	10,000,000.00	9,724,514.80	10,000,000.00	3.100	AA+	3.100	849	04/29/2025
3134GXSS8	90226	FHLMC - AGENCY		06/29/2022	10,000,000.00	9,689,856.50	10,000,000.00	3.250	AA+	3.250	908	06/27/2025
3133ELQ49	85691	FFCB - AGENCY		06/30/2020	20,000,000.00	18,078,107.00	20,000,000.00	0.700	AA+	0.700	911	06/30/2025
3136G4XK4	85693	FNMA - AGENCY		06/30/2020	20,000,000.00	18,199,793.40	20,000,000.00	0.650	AA+	0.650	911	06/30/2025
3130AM4P4	86191	FHLB - AGENCY		04/29/2021	10,000,000.00	9,188,304.00	10,000,000.00	0.750	AA+	0.750	940	07/29/2025
3134GY2W1	90454	FHLMC - AGENCY		11/25/2022	10,000,000.00	10,043,732.00	10,000,000.00	5.500	AA+	5.504	967	08/25/2025
3136G4S87	85756	FNMA - AGENCY		08/27/2020	10,000,000.00	9,038,175.90	10,000,000.00	0.650	AA+	0.650	969	08/27/2025
3133EL7K4	85783	FFCB - AGENCY		09/16/2020	10,000,000.00	9,020,125.70	10,000,000.00	0.550	AA+	0.550	989	09/16/2025
3133EL7K4	85800	FFCB - AGENCY		09/25/2020	10,000,000.00	9,020,125.70	9,998,911.22	0.550	AA+	0.554	989	09/16/2025
3134GWVC7	85866	FHLMC - AGENCY		09/29/2020	10,000,000.00	8,976,255.50	10,000,000.00	0.500	AA+	0.500	1,002	09/29/2025
3134GWWT9	85795	FHLMC - AGENCY		09/30/2020	10,000,000.00	8,995,379.10	10,000,000.00	0.550	AA+	0.550	1,003	09/30/2025
3134GWUE4	85805	FHLMC - AGENCY		09/30/2020	10,000,000.00	8,975,404.70	10,000,000.00	0.500	AA+	0.500	1,003	09/30/2025
3134GW3Z7	85860	FHLMC - AGENCY		10/28/2020	10,000,000.00	8,985,155.80	10,000,000.00	0.600	AA+	0.600	1,031	10/28/2025
3136G46N8	85871	FNMA - AGENCY		10/29/2020	10,000,000.00	8,978,670.60	10,000,000.00	0.600	AA+	0.600	1,032	10/29/2025

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to Maturity	Maturity Date
<b>Federal Agency Callables</b>												
3133EMFR8	85874	FFCB - AGENCY		11/03/2020	10,000,000.00	8,958,423.70	9,990,631.67	0.540	AA+	0.574	1,037	11/03/2025
3134GXEJ9	85928	FHLMC - AGENCY		11/24/2020	10,000,000.00	8,969,284.80	10,000,000.00	0.640	AA+	0.640	1,058	11/24/2025
3134GXFA7	85937	FHLMC - AGENCY		11/30/2020	10,000,000.00	8,970,469.30	10,000,000.00	0.650	AA+	0.650	1,060	11/26/2025
3135G06K4	85989	FNMA - AGENCY		12/17/2020	10,000,000.00	8,955,526.90	10,000,000.00	0.650	AA+	0.650	1,081	12/17/2025
3135G06Q1	86001	FNMA - AGENCY		12/30/2020	10,000,000.00	8,898,192.40	10,000,000.00	0.640	AA+	0.640	1,094	12/30/2025
3130AKXB7	86065	FHLB - AGENCY		02/11/2021	10,000,000.00	8,796,983.00	10,000,000.00	0.580	AA+	0.580	1,137	02/11/2026
3133EMUK6	86128	FFCB - AGENCY		03/25/2021	10,000,000.00	8,994,500.30	10,000,000.00	1.050	AA+	1.050	1,179	03/25/2026
3130ALX25	86175	FHLB - AGENCY		04/22/2021	10,000,000.00	9,032,463.60	10,000,000.00	1.000	AA+	1.000	1,207	04/22/2026
3130ALXV1	86176	FHLB - AGENCY		04/22/2021	10,000,000.00	8,974,739.70	10,000,000.00	1.100	AA+	1.100	1,207	04/22/2026
3130AMMY5	86246	FHLB - AGENCY		06/10/2021	10,000,000.00	8,924,558.00	10,000,000.00	1.050	AA+	1.050	1,256	06/10/2026
3133EMH21	86252	FFCB - AGENCY		06/15/2021	10,000,000.00	8,889,125.20	10,000,000.00	0.900	AA+	0.900	1,261	06/15/2026
3133EMP22	86278	FFCB - AGENCY		06/30/2021	10,000,000.00	8,863,089.80	10,000,000.00	0.910	AA+	0.910	1,276	06/30/2026
3130AMYJ5	86276	FHLB - AGENCY		06/30/2021	10,000,000.00	8,922,727.90	10,000,000.00	1.000	AA+	1.000	1,276	06/30/2026
3130AN2Z2	86279	FHLB - AGENCY		06/30/2021	10,000,000.00	8,895,086.20	10,000,000.00	1.000	AA+	1.000	1,276	06/30/2026
3130APDQ5	86442	FHLB - AGENCY		10/28/2021	10,000,000.00	8,894,002.30	10,000,000.00	1.250	AA+	1.250	1,396	10/28/2026
3130APW43	86511	FHLB - AGENCY		12/02/2021	10,000,000.00	8,956,864.60	10,000,000.00	1.500	AA+	1.500	1,431	12/02/2026
3133ENHC7	86538	FFCB - AGENCY		12/14/2021	10,000,000.00	8,999,694.00	10,000,000.00	1.600	AA+	1.600	1,443	12/14/2026
3133ENHC7	86550	FFCB - AGENCY		12/16/2021	10,000,000.00	8,999,694.00	10,000,000.00	1.600	AA+	1.600	1,443	12/14/2026
3130AQJH7	86603	FHLB - AGENCY		01/28/2022	10,000,000.00	9,008,001.20	10,000,000.00	1.750	AA+	1.750	1,488	01/28/2027
3133ENNG1	86604	FFCB - AGENCY		02/08/2022	10,000,000.00	9,120,498.30	10,000,000.00	1.860	AA+	1.853	1,499	02/08/2027
3130AQRH8	86605	FHLB - AGENCY		02/25/2022	10,000,000.00	9,082,095.30	10,000,000.00	2.000	AA+	2.000	1,516	02/25/2027
3130AR2H3	90041	FHLB - AGENCY		03/04/2022	10,000,000.00	9,322,460.80	10,000,000.00	2.770	AA+	2.770	1,523	03/04/2027
3130ARPD7	90146	FHLB - AGENCY		04/28/2022	9,900,000.00	9,386,293.85	9,900,000.00	3.375	AA+	3.375	1,578	04/28/2027
3134GY6M9	90517	FHLMC - AGENCY		12/21/2022	15,000,000.00	15,006,190.20	15,000,000.00	4.800	AA+	4.800	1,632	06/21/2027
3130AT3P0	90340	FHLB - AGENCY		09/28/2022	10,000,000.00	9,922,195.00	10,000,000.00	5.000	AA+	5.000	1,717	09/14/2027
<b>Subtotal and Average</b>			<b>595,211,095.28</b>		<b>604,900,000.00</b>	<b>562,259,895.85</b>	<b>604,888,724.90</b>			<b>1.654</b>	<b>964</b>	
<b>Corporate Note Callables</b>												
89236TGT6	85501	TOYOTA MCC - CORP		02/13/2020	13,150,000.00	12,365,275.46	13,136,750.94	1.800	A+	1.850	774	02/13/2025
478160CN2	86327	JOHNSON & JOHNS - CORP		08/12/2021	15,295,000.00	13,805,189.61	15,208,812.94	0.550	AAA	0.765	974	09/01/2025
037833EB2	86060	APPLE INC - CORP		02/08/2021	10,000,000.00	8,885,117.90	9,996,351.13	0.700	AA+	0.712	1,134	02/08/2026
037833EB2	86061	APPLE INC - CORP		02/08/2021	10,000,000.00	8,885,117.90	9,992,056.89	0.700	AA+	0.726	1,134	02/08/2026
037833EB2	86289	APPLE INC - CORP		02/18/2021	10,000,000.00	8,885,117.90	9,982,340.17	0.700	AA+	0.758	1,134	02/08/2026
023135BX3	86223	AMAZON - CORP		05/12/2021	10,000,000.00	8,867,720.20	9,978,336.56	1.000	AA	1.066	1,227	05/12/2026
023135BX3	86224	AMAZON - CORP		05/13/2021	5,000,000.00	4,433,860.10	4,986,772.57	1.000	AA	1.081	1,227	05/12/2026
023135BX3	86226	AMAZON - CORP		05/14/2021	5,000,000.00	4,433,860.10	4,986,765.21	1.000	AA	1.081	1,227	05/12/2026
<b>Subtotal and Average</b>			<b>82,781,640.21</b>		<b>78,445,000.00</b>	<b>70,561,259.17</b>	<b>78,268,186.41</b>			<b>1.013</b>	<b>1,066</b>	

Portfolio CCIP

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**Investment Portfolio -Treasury  
Portfolio Management  
Portfolio Details - Investments  
December 31, 2022**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Supranationals</b>												
459058JV6	86171	IBRD - SUPRA		04/20/2021	20,000,000.00	19,730,950.00	19,993,732.50	0.125	AAA	0.229	109	04/20/2023
45950VQH2	86372	IFC - SUPRA		09/27/2021	10,000,000.00	9,666,285.10	9,998,743.89	0.230	AAA	0.247	269	09/27/2023
459058JM6	85940	IBRD - SUPRA		11/30/2020	10,000,000.00	9,611,585.90	9,996,732.91	0.250	AAA	0.287	327	11/24/2023
45950VQS8	86494	IFC - SUPRA		11/24/2021	10,000,000.00	9,619,657.00	10,000,000.00	0.610	AAA	0.610	327	11/24/2023
45906M3C3	90099	IBRD - SUPRA		03/30/2022	10,000,000.00	9,698,855.30	9,987,548.75	2.250	AAA	2.353	452	03/28/2024
45950VRL2	90455	IFC - SUPRA		11/28/2022	10,000,000.00	10,000,573.30	10,000,000.00	4.700	AAA	4.704	605	08/28/2024
45950VQE9	86352	IFC - SUPRA		09/10/2021	10,000,000.00	9,297,234.20	9,997,124.17	0.430	AAA	0.447	618	09/10/2024
45950VRJ7	90398	IFC - SUPRA		10/24/2022	10,000,000.00	9,993,359.10	9,989,379.68	4.625	AAA	4.687	662	10/24/2024
45818WDK9	86499	IADB - SUPRA		11/29/2021	10,000,000.00	9,955,500.00	9,998,088.89	0.920	AAA	0.930	698	11/29/2024
45818WDQ6	90006	IADB - SUPRA		02/10/2022	10,000,000.00	9,512,040.40	9,986,640.19	1.400	AAA	1.465	771	02/10/2025
45950VQJ8	86377	IFC - SUPRA		09/28/2021	10,000,000.00	9,205,832.70	9,988,281.83	0.600	AAA	0.655	789	02/28/2025
45818WDN3	90149	IADB - SUPRA		04/29/2022	10,000,000.00	9,692,289.00	9,996,120.37	3.000	AAA	3.018	849	04/29/2025
45818WEB8	90199	IADB - SUPRA		06/03/2022	10,000,000.00	9,592,518.30	9,989,100.00	2.650	AAA	2.697	884	06/03/2025
45950VRG3	90307	IFC - SUPRA		08/25/2022	10,000,000.00	9,709,382.50	9,995,000.33	3.330	AAA	3.350	967	08/25/2025
45950VRP3	90509	IFC - SUPRA		12/13/2022	10,000,000.00	9,922,815.50	9,992,287.99	4.250	AAA	99.922	1,020	10/17/2025
459058JL8	86228	IBRD - SUPRA		05/18/2021	10,000,000.00	8,992,247.90	9,930,017.69	0.500	AAA	0.752	1,031	10/28/2025
45950VRQ1	90518	IFC - SUPRA		12/22/2022	10,000,000.00	9,924,542.40	9,975,059.58	4.050	AAA	4.140	1,086	12/22/2025
45950VPJ9	86017	IFC - SUPRA		01/15/2021	10,000,000.00	8,922,014.80	10,000,000.00	0.580	AAA	0.580	1,110	01/15/2026
45950VPL4	86039	IFC - SUPRA		02/05/2021	15,000,000.00	13,289,462.10	14,975,027.83	0.450	AAA	0.505	1,131	02/05/2026
45818WCZ7	86079	IADB - SUPRA		02/24/2021	10,000,000.00	9,047,136.00	10,000,000.00	0.650	AAA	0.650	1,146	02/20/2026
45818WDA1	86101	IADB - SUPRA		03/11/2021	10,000,000.00	9,063,172.60	9,964,696.41	0.800	AAA	0.914	1,158	03/04/2026
4581X0DV7	86172	IADB - SUPRA		04/20/2021	10,000,000.00	8,957,600.00	9,969,746.56	0.875	AAA	0.969	1,205	04/20/2026
4581X0DV7	86188	IADB - SUPRA		04/28/2021	10,000,000.00	8,957,600.00	9,994,227.51	0.875	AAA	0.893	1,205	04/20/2026
45950VPX8	86225	IFC - SUPRA		05/14/2021	13,000,000.00	11,558,697.28	12,982,908.16	0.860	AAA	0.900	1,229	05/14/2026
45818WDH6	86254	IADB - SUPRA		06/17/2021	10,000,000.00	8,897,873.30	9,993,908.44	0.800	AAA	0.818	1,263	06/17/2026
45906M3M1	90521	IBRD - SUPRA		12/27/2022	10,000,000.00	10,000,000.00	10,000,000.00	5.000	AAA	5.000	1,821	12/27/2027
<b>Subtotal and Average</b>			<b>258,677,014.19</b>		<b>278,000,000.00</b>	<b>262,819,224.68</b>	<b>277,694,373.68</b>			<b>5.126</b>	<b>855</b>	
<b>Supranational Discounts</b>												
459052BG0	90339	IBRD - SUPRA DISC		09/28/2022	35,000,000.00	34,883,758.35	34,895,000.00	3.600	A-1+	3.748	30	01/31/2023
459052BS4	90319	IBRD - SUPRA DISC		09/09/2022	35,000,000.00	34,837,055.40	34,875,555.55	3.200	A-1+	3.335	40	02/10/2023
459052BX3	90335	IBRD - SUPRA DISC		09/27/2022	30,000,000.00	29,838,903.00	29,861,250.00	3.700	A-1+	3.859	45	02/15/2023
459052DK9	90458	IBRD - SUPRA DISC		11/28/2022	35,000,000.00	34,667,194.10	34,657,437.58	4.350	A-1+	4.535	81	03/23/2023
459052EF9	90485	IBRD - SUPRA DISC		12/06/2022	30,000,000.00	29,638,269.90	29,621,250.00	4.500	A-1+	4.700	101	04/12/2023
<b>Subtotal and Average</b>			<b>201,441,507.25</b>		<b>165,000,000.00</b>	<b>163,865,180.75</b>	<b>163,910,493.13</b>			<b>4.019</b>	<b>58</b>	



**Investment Portfolio -Treasury  
Portfolio Management  
Portfolio Details - Investments  
December 31, 2022**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Total and Average			4,967,537,959.04		5,206,736,404.12	5,095,636,020.10	5,176,822,060.29			3.800	289

**Investment Portfolio -Treasury  
Portfolio Management  
Portfolio Details - Cash  
December 31, 2022**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
		Average Balance	0.00								0
		Total Cash and Investments	4,967,537,959.04		5,206,736,404.12	5,095,636,020.10	5,176,822,060.29			3.800	289

# SECTION III

## APPENDIX

### **B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES**

#### **B.1. PFM**

Notes:

1. Statements are generated by the SymPro Treasury Management Software system beginning first quarter of calendar year 2022.
2. Market pricing data are obtained from Interactive Data Corporation/ICE.

**PFM**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 31, 2022**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to Maturity	Maturity Date
<b>Corporate Notes</b>												
05254JAA8	90490	AUST & NZ BANKING GRP - CORP		12/08/2022	310,000.00	311,282.96	310,000.00	5.088	AA-	5.088	1,072	12/08/2025
21688AAS1	86583	COOPERATIVE RABOBANK - CORP		01/12/2022	325,000.00	303,579.47	324,327.47	1.375	A+	1.480	740	01/10/2025
21688AAU6	90303	COOPERATIVE RABOBANK - CORP		08/22/2022	255,000.00	250,561.83	254,903.72	3.875	A+	3.899	599	08/22/2024
38141GZP2	90066	GOLDMAN SACHS GRP - CORP		03/15/2022	175,000.00	170,702.23	174,906.12	3.000	BBB+	3.046	439	03/15/2024
40428HTA0	90186	HSBC USA INC - CORP		05/24/2022	550,000.00	539,637.68	549,984.63	3.750	A-	3.752	509	05/24/2024
459200KS9	90265	IBM - CORP		07/27/2022	540,000.00	530,831.25	540,000.00	4.000	A-	4.000	938	07/27/2025
24422EVH9	85658	JOHN DEERE CAPITAL - CORP		06/04/2020	150,000.00	146,921.88	149,979.63	0.700	A	0.727	185	07/05/2023
24422EVQ9	86245	JOHN DEERE CAPITAL - CORP		06/10/2021	185,000.00	173,935.85	184,889.21	0.450	A	0.492	523	06/07/2024
24422EYV2	86581	JOHN DEERE CAPITAL - CORP		01/10/2022	110,000.00	102,977.48	109,965.10	1.250	A	1.266	740	01/10/2025
24422EWF2	90200	JOHN DEERE CAPITAL - CORP		06/06/2022	170,000.00	165,081.44	169,968.32	3.400	A	3.408	887	06/06/2025
63254ABD9	90205	NATIONAL AUSTRALIA BK - CORP		06/09/2022	400,000.00	388,056.76	400,000.00	3.500	AA-	3.500	890	06/09/2025
69371RQ82	85665	PACCAR FINANCIAL - CORP		06/08/2020	100,000.00	98,198.77	99,979.79	0.800	A+	0.847	158	06/08/2023
69371RQ90	85724	PACCAR FINANCIAL - CORP		08/11/2020	55,000.00	53,451.20	54,985.32	0.350	A+	0.394	222	08/11/2023
69371RR40	86307	PACCAR FINANCIAL - CORP		08/09/2021	105,000.00	97,798.88	104,969.65	0.500	A+	0.518	586	08/09/2024
69371RR73	90115	PACCAR FINANCIAL - CORP		04/07/2022	300,000.00	287,874.86	299,941.07	2.850	A+	2.859	827	04/07/2025
89236THU2	86013	TOYOTA MCC - CORP		01/11/2021	400,000.00	382,749.97	399,991.78	0.450	A+	0.452	375	01/11/2024
89236TJX4	90080	TOYOTA MCC - CORP		03/22/2022	100,000.00	97,019.82	99,962.03	2.500	A+	2.532	446	03/22/2024
931142EW9	90321	WALMART INC - CORP		09/09/2022	285,000.00	280,672.96	284,821.19	3.900	AA	3.925	982	09/09/2025
<b>Subtotal and Average</b>			<b>4,443,541.97</b>		<b>4,515,000.00</b>	<b>4,381,335.29</b>	<b>4,513,575.03</b>			<b>2.813</b>	<b>690</b>	
<b>CD Medium Term</b>												
22536AZR8	90302	CREDIT AG NY - MT CD		08/19/2022	550,000.00	539,116.05	550,000.00	4.100	A+	4.135	593	08/16/2024
22552G3C2	86122	CREDIT SUISSE NY - MT CD		03/23/2021	595,000.00	587,799.31	595,000.00	0.590	N/A	0.598	75	03/17/2023
65558UYF3	90421	NORDEA BANK ABP NY-MT CD		11/03/2022	725,000.00	743,145.30	725,000.00	5.530	AA-	5.607	1,037	11/03/2025
89115B6K1	90413	TORONTO DOM NY-MT CD		10/31/2022	725,000.00	744,218.30	725,000.00	5.600	AA-	5.678	1,030	10/27/2025
<b>Subtotal and Average</b>			<b>2,595,000.00</b>		<b>2,595,000.00</b>	<b>2,614,278.96</b>	<b>2,595,000.00</b>			<b>4.166</b>	<b>720</b>	
<b>Federal Agency Coupon Securities</b>												
3137EAEV7	85751	FHLMC - AGENCY		08/21/2020	1,500,000.00	1,456,325.61	1,499,670.83	0.250	AA+	0.284	235	08/24/2023
3137EAEW5	85766	FHLMC - AGENCY		09/04/2020	1,400,000.00	1,357,875.11	1,399,894.73	0.250	AA+	0.261	250	09/08/2023
3137EAEW5	85767	FHLMC - AGENCY		09/04/2020	1,065,000.00	1,032,954.99	1,065,044.31	0.250	AA+	0.244	250	09/08/2023
3137EAEY1	85853	FHLMC - AGENCY		10/16/2020	650,000.00	626,916.89	649,360.20	0.125	AA+	0.250	288	10/16/2023
3137EAEZ8	85884	FHLMC - AGENCY		11/05/2020	2,120,000.00	2,039,539.11	2,119,461.67	0.250	AA+	0.280	309	11/06/2023
3137EAF2	85950	FHLMC - AGENCY		12/04/2020	1,625,000.00	1,557,715.04	1,624,503.97	0.250	AA+	0.283	337	12/04/2023
3135G05G4	85849	FNMA - AGENCY		07/10/2020	500,000.00	488,274.79	499,811.88	0.250	AA+	0.322	190	07/10/2023
<b>Subtotal and Average</b>			<b>8,857,633.16</b>		<b>8,860,000.00</b>	<b>8,559,601.54</b>	<b>8,857,747.59</b>			<b>0.274</b>	<b>277</b>	

**PFM**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 31, 2022**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to Maturity	Maturity Date
<b>Treasury Coupon Securities</b>												
91282CBM2	86090	US TREASURY NOTES		03/03/2021	1,725,000.00	1,639,288.20	1,722,157.93	0.125	AA+	0.272	410	02/15/2024
912828X70	86148	US TREASURY NOTES		04/07/2021	750,000.00	723,867.00	765,732.74	2.000	AA+	0.409	485	04/30/2024
91282CBV2	86190	US TREASURY NOTES		04/29/2021	775,000.00	733,646.78	775,249.86	0.375	AA+	0.350	470	04/15/2024
912828YM6	86197	US TREASURY NOTES		05/06/2021	950,000.00	900,570.55	968,142.20	1.500	AA+	0.447	669	10/31/2024
912828YV6	86242	US TREASURY NOTES		06/07/2021	750,000.00	710,097.75	765,262.29	1.500	AA+	0.427	699	11/30/2024
91282CCG4	86257	US TREASURY NOTES		06/17/2021	660,000.00	619,677.96	659,211.64	0.250	AA+	0.333	531	06/15/2024
91282CCG4	86260	US TREASURY NOTES		06/21/2021	1,575,000.00	1,478,776.95	1,569,874.87	0.250	AA+	0.476	531	06/15/2024
91282CCG4	86274	US TREASURY NOTES		06/29/2021	1,000,000.00	938,906.00	996,913.59	0.250	AA+	0.464	531	06/15/2024
91282CCG4	86275	US TREASURY NOTES		06/29/2021	1,000,000.00	938,906.00	996,875.25	0.250	AA+	0.467	531	06/15/2024
91282CCG4	86283	US TREASURY NOTES		07/07/2021	1,000,000.00	938,906.00	996,794.04	0.250	AA+	0.472	531	06/15/2024
91282CCL3	86306	US TREASURY NOTES		08/09/2021	475,000.00	445,145.30	474,970.84	0.375	AA+	0.379	561	07/15/2024
91282CCL3	86308	US TREASURY NOTES		08/09/2021	1,550,000.00	1,452,579.40	1,550,888.02	0.375	AA+	0.337	561	07/15/2024
91282CCL3	86326	US TREASURY NOTES		08/12/2021	700,000.00	656,003.60	699,324.93	0.375	AA+	0.438	561	07/15/2024
91282CCT6	86347	US TREASURY NOTES		09/07/2021	1,550,000.00	1,448,583.50	1,549,064.66	0.375	AA+	0.412	592	08/15/2024
91282CCX7	86379	US TREASURY NOTES		10/06/2021	775,000.00	722,717.73	773,228.00	0.375	AA+	0.510	623	09/15/2024
91282CCX7	86419	US TREASURY NOTES		10/13/2021	775,000.00	722,717.73	772,545.33	0.375	AA+	0.563	623	09/15/2024
91282CDB4	86422	US TREASURY NOTES		10/18/2021	775,000.00	724,170.85	774,764.88	0.625	AA+	0.642	653	10/15/2024
91282CDB4	86454	US TREASURY NOTES		11/04/2021	775,000.00	724,170.85	772,685.10	0.625	AA+	0.794	653	10/15/2024
91282CDH1	86518	US TREASURY NOTES		12/07/2021	800,000.00	747,124.80	797,631.63	0.750	AA+	0.911	684	11/15/2024
91282CDN8	86568	US TREASURY NOTES		12/28/2021	1,000,000.00	936,523.00	1,000,257.53	1.000	AA+	0.987	714	12/15/2024
91282CDN8	86580	US TREASURY NOTES		01/06/2022	750,000.00	702,392.25	749,629.94	1.000	AA+	1.026	714	12/15/2024
91282CDZ1	90012	US TREASURY NOTES		02/15/2022	1,150,000.00	1,083,201.10	1,142,366.56	1.500	AA+	1.823	776	02/15/2025
91282CED9	90076	US TREASURY NOTES		03/18/2022	800,000.00	756,500.00	793,517.61	1.750	AA+	2.132	804	03/15/2025
912828ZL7	90107	US TREASURY NOTES		04/06/2022	275,000.00	251,173.73	261,059.13	0.375	AA+	2.658	850	04/30/2025
912828ZL7	90151	US TREASURY NOTES		05/06/2022	800,000.00	730,687.20	754,600.06	0.375	AA+	2.940	850	04/30/2025
9128284M9	90153	US TREASURY NOTES		05/05/2022	1,250,000.00	1,210,448.75	1,246,538.17	2.875	AA+	3.000	850	04/30/2025
91282CEQ0	90201	US TREASURY NOTES		06/06/2022	2,200,000.00	2,123,000.00	2,194,601.30	2.750	AA+	2.858	865	05/15/2025
91282CEU1	90241	US TREASURY NOTES		07/11/2022	750,000.00	725,449.50	749,190.42	2.875	AA+	2.921	896	06/15/2025
91282CEY3	90269	US TREASURY NOTES		08/08/2022	800,000.00	777,034.02	800,404.48	3.000	AA+	3.060	926	07/15/2025
91282CFE6	90316	US TREASURY NOTES		09/07/2022	1,400,000.00	1,363,031.78	1,388,243.21	3.125	AA+	3.544	960	08/18/2025
91282CFW6	90492	US TREASURY NOTES		12/08/2022	725,000.00	732,057.24	734,077.64	4.500	AA+	4.138	1,049	11/15/2025
91282CFW6	90507	US TREASURY NOTES		12/13/2022	700,000.00	707,248.96	710,842.79	4.500	AA+	4.051	1,049	11/15/2025
91282CGA3	90527	US TREASURY NOTES		12/29/2022	130,000.00	129,489.03	130,080.41	4.000	AA+	4.089	1,079	12/15/2025
<b>Subtotal and Average</b>			<b>30,757,509.82</b>		<b>31,090,000.00</b>	<b>29,494,093.51</b>	<b>31,036,727.05</b>			<b>1.384</b>	<b>688</b>	
<b>Corporate Note Callables</b>												
88579YBL4	85205	3M COMPANY - CORP		08/26/2019	400,000.00	398,545.46	399,947.49	1.750	A+	1.864	44	02/14/2023
023135BW5	86222	AMAZON - CORP		05/12/2021	560,000.00	527,658.85	559,628.29	0.450	AA	0.499	497	05/12/2024

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Corporate Note Callables</b>												
023135CE4	90132	AMAZON - CORP		04/13/2022	145,000.00	140,021.88	144,824.53	3.000	AA	3.056	833	04/13/2025
025816CG2	86485	AMERICAN EXPRESS - CORP		11/23/2021	325,000.00	312,685.61	331,846.24	2.500	BBB+	1.143	576	07/30/2024
025816CG2	86486	AMERICAN EXPRESS - CORP		11/23/2021	100,000.00	96,210.96	102,106.54	2.500	BBB+	1.143	576	07/30/2024
04636NAC7	86235	ASTRAZENECA - CORP		05/28/2021	365,000.00	344,143.67	364,984.58	0.700	A-	0.703	513	05/28/2024
06051GHF9	85804	BANK OF AMERICA - CORP		09/28/2020	325,000.00	323,842.07	332,158.47	3.550	A-	1.620	429	03/05/2024
06051GJH3	85855	BANK OF AMERICA - CORP		10/21/2020	250,000.00	239,946.75	250,000.00	0.810	A-	0.810	662	10/24/2024
06051GKE8	86513	BANK OF AMERICA - CORP		12/06/2021	500,000.00	461,442.18	500,000.00	1.530	A-	1.530	1,070	12/06/2025
06406RAX5	86433	BANK OF NY MELLON - CORP		10/25/2021	355,000.00	330,067.42	354,860.27	0.850	A	0.872	663	10/25/2024
06406RBC0	90139	BANK OF NY MELLON - CORP		04/26/2022	750,000.00	726,708.74	749,918.84	3.350	A	3.355	845	04/25/2025
110122DT2	85916	BRISTOL MYERS SQUI - CORP		11/13/2020	375,000.00	361,256.67	375,000.00	0.537	A+	0.537	316	11/13/2023
14913R2P1	86353	CATERPILLAR FINL - CORP		09/14/2021	370,000.00	345,307.37	369,714.59	0.600	A	0.646	621	09/13/2024
17252MAP5	90150	CINTAS CORP - CORP		05/03/2022	160,000.00	154,920.40	159,972.57	3.450	A-	3.458	851	05/01/2025
172967MR9	85643	CITIBANK NA - CORP		05/14/2020	250,000.00	246,482.95	250,000.00	1.678	BBB+	1.678	500	05/15/2024
172967MX6	86192	CITIBANK NA - CORP		05/04/2021	160,000.00	149,760.46	160,000.00	0.981	BBB+	0.981	851	05/01/2025
17327CAN3	86599	CITIGROUP INC - CORP		01/25/2022	85,000.00	78,828.41	85,000.00	2.014	BBB+	2.014	1,120	01/25/2026
20030NDZ1	90423	COMCAST - CORP		11/07/2022	100,000.00	101,428.26	99,974.35	5.250	A-	5.260	1,041	11/07/2025
194162AM5	90273	COLGATE-PALMOLIVE - CORP		08/09/2022	120,000.00	116,347.84	119,904.04	3.100	AA+	3.132	957	08/15/2025
437076CM2	90103	HOME DEPOT - CORP		03/28/2022	60,000.00	57,519.34	59,921.13	2.700	A	2.760	835	04/15/2025
437076CR1	90322	HOME DEPOT - CORP		09/19/2022	75,000.00	74,095.56	74,975.56	4.000	A	4.013	988	09/15/2025
02665WDY4	86351	AMERICAN HONDA FINANCE - CORP		09/09/2021	255,000.00	238,482.99	254,907.35	0.750	A-	0.773	586	08/09/2024
02665WEA5	86590	AMERICAN HONDA FINANCE - CORP		01/13/2022	300,000.00	280,715.27	299,839.37	1.500	A-	1.527	743	01/13/2025
438516CH7	90417	HONEYWELL INTERNATIONAL - CORP		11/02/2022	325,000.00	326,183.60	324,949.28	4.850	A	4.859	670	11/01/2024
46647PBY1	86067	JP MORGAN SECURITIES - CORP		02/16/2021	245,000.00	231,124.88	245,000.00	0.563	A-	0.563	777	02/16/2025
46647PBS4	86134	JP MORGAN SECURITIES - CORP		09/16/2020	75,000.00	72,339.92	75,000.00	0.653	A-	0.653	624	09/16/2024
46647PCH7	86236	JP MORGAN SECURITIES - CORP		06/01/2021	190,000.00	177,132.58	190,000.00	0.824	A-	0.824	882	06/01/2025
46647PCV6	90031	JP MORGAN SECURITIES - CORP		02/24/2022	400,000.00	376,326.60	400,000.00	2.595	A-	2.595	785	02/24/2025
46647PCZ7	90140	JP MORGAN SECURITIES - CORP		04/26/2022	225,000.00	218,870.33	225,000.00	4.080	A-	4.080	1,211	04/26/2026
53522KAB9	90481	LINDE INC CT - CORP		12/05/2022	530,000.00	531,106.05	529,441.38	4.700	A	4.739	1,069	12/05/2025
539830BU2	90399	LOCKHEED MARTIN CORP		10/24/2022	120,000.00	120,962.81	119,679.39	4.950	A-	5.055	1,018	10/15/2025
61772BAA1	86174	MORGAN STANLEY - CORP		04/22/2021	35,000.00	34,500.45	35,000.00	0.731	BBB+	0.731	460	04/05/2024
61747YEM3	90018	MORGAN STANLEY - CORP		02/18/2022	450,000.00	422,940.16	450,000.00	2.630	BBB+	2.630	1,144	02/18/2026
63743HEU2	86059	NATIONAL RURAL - CORP		02/08/2021	140,000.00	132,861.05	139,964.49	0.350	A-	0.373	403	02/08/2024
63743HFC1	90002	NATIONAL RURAL - CORP		02/07/2022	105,000.00	98,528.72	104,997.79	1.875	A-	1.876	768	02/07/2025
63743HFE7	90152	NATIONAL RURAL - CORP		05/04/2022	70,000.00	67,575.51	69,985.10	3.450	A-	3.458	896	06/15/2025
63743HFF4	90415	NATIONAL RURAL - CORP		10/31/2022	70,000.00	70,899.07	69,911.50	5.450	A-	5.499	1,033	10/30/2025
693475BH7	90411	PNC FINANCIAL SERVICES - CORP		10/28/2022	240,000.00	242,669.23	240,000.00	5.671	A-	5.671	1,031	10/28/2025
808513BN4	86114	CHARLES SCHWAB - CORP		03/18/2021	245,000.00	232,916.60	244,950.43	0.750	A	0.767	442	03/18/2024
857477BR3	86606	STATE STREET CORP - CORP		02/07/2022	150,000.00	139,689.44	150,000.00	1.746	A	1.746	1,132	02/06/2026

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Corporate Note Callables</b>												
857477BM4	90001	STATE STREET CORP - CORP		02/07/2022	75,000.00	71,297.29	76,790.50	2.901	A	2.129	1,184	03/30/2026
857477BM4	90028	STATE STREET CORP - CORP		02/22/2022	400,000.00	380,252.24	406,368.60	2.901	A	2.383	1,184	03/30/2026
857477BX0	90422	STATE STREET CORP - CORP		11/04/2022	105,000.00	107,575.86	105,000.00	5.751	A	5.751	1,403	11/04/2026
87612EBD7	86498	TARGET CORP - CORP		11/29/2021	250,000.00	244,960.20	259,073.39	3.500	A	1.041	547	07/01/2024
882508BR4	90440	TEXAS INSTRUMENTS INC - CORP		11/18/2022	80,000.00	80,285.63	79,966.15	4.700	A+	4.724	687	11/18/2024
89788MAH5	90266	TRUIST FINANCIAL - CORP		07/28/2022	235,000.00	231,090.58	235,000.00	4.260	A-	4.260	1,304	07/28/2026
89788MAJ1	90412	TRUIST FINANCIAL - CORP		10/28/2022	250,000.00	255,800.98	250,000.00	5.900	A-	5.900	1,396	10/28/2026
91324PEB4	86229	UNITED HEALTH - CORP		05/19/2021	260,000.00	245,401.35	259,875.86	0.550	A+	0.585	500	05/15/2024
91324PEN8	90410	UNITED HEALTH - CORP		10/28/2022	80,000.00	80,982.17	79,993.23	5.150	A+	5.150	1,018	10/15/2025
904764BJ5	85770	UNILEVER CAPITAL - CORP		09/14/2020	100,000.00	96,778.65	99,970.01	0.375	A+	0.418	256	09/14/2023
904764BN6	86325	UNILEVER CAPITAL - CORP		08/12/2021	125,000.00	117,326.44	125,000.00	0.626	A+	0.626	589	08/12/2024
<b>Subtotal and Average</b>			<b>11,980,865.09</b>		<b>11,960,000.00</b>	<b>11,514,797.50</b>	<b>11,990,401.31</b>			<b>2.231</b>	<b>770</b>	
<b>Supranationals</b>												
4581X0DZ8	86365	IADB - SUPRA		09/23/2021	755,000.00	703,664.71	754,678.23	0.500	AAA	0.525	631	09/23/2024
<b>Subtotal and Average</b>			<b>917,167.68</b>		<b>755,000.00</b>	<b>703,664.71</b>	<b>754,678.23</b>			<b>0.525</b>	<b>631</b>	
<b>Pass Through Securities (GNMA/CMO)</b>												
05591RAC8	86100	BMWLT - ABS		03/10/2021	56,973.92	56,513.40	56,969.32	0.290	AAA	0.280	389	01/25/2024
14315XAC2	85455	CARMAX - ABS		01/22/2020	40,781.94	40,322.22	40,757.42	1.890	AAA	1.929	715	12/16/2024
14315FAD9	85705	CARMAX - ABS		07/22/2020	77,628.76	76,449.31	77,594.48	0.620	AAA	0.627	806	03/17/2025
14316HAC6	85858	CARMAX - ABS		10/21/2020	105,043.65	102,122.33	105,009.53	0.500	AAA	0.509	957	08/15/2025
14316NAC3	86024	CARMAX - ABS		01/27/2021	100,178.89	96,840.19	100,152.21	0.340	AAA	0.348	1,079	12/15/2025
14314QAC8	86173	CARMAX - ABS		04/21/2021	245,625.61	236,367.46	245,570.66	0.520	AAA	0.529	1,143	02/17/2026
14317DAC4	86290	CARMAX - ABS		07/28/2021	475,000.00	451,179.56	474,921.86	0.550	AAA	0.557	1,261	06/15/2026
14317HAC5	90145	CARMAX - ABS		04/28/2022	100,000.00	97,257.92	99,984.79	3.490	AAA	3.522	1,507	02/16/2027
14318UAD3	90414	CARMAX - ABS		10/31/2022	380,000.00	383,915.60	379,910.89	5.340	AAA	5.410	1,688	08/16/2027
14041NFY2	86503	CAPITAL ONE - ABS		11/30/2021	450,000.00	420,336.09	449,937.99	1.040	AAA	0.347	1,414	11/15/2026
14041NFZ9	90102	CAPITAL ONE - ABS		03/30/2022	225,000.00	215,797.14	224,983.04	2.800	AAA	2.820	1,534	03/15/2027
14041NGA3	90210	CAPITAL ONE - ABS		06/14/2022	195,000.00	189,769.28	194,968.84	3.490	AAA	3.521	1,595	05/15/2027
14044CAC6	86438	COPAR - ABS		10/27/2021	220,000.00	206,999.74	219,995.84	0.770	AAA	0.760	1,353	09/15/2026
254683CP8	86368	DISCOVER CARD ABS - ABS		09/27/2021	280,000.00	260,509.12	279,940.05	0.580	AAA	0.580	1,353	09/15/2026
254683CW3	90274	DISCOVER CARD ABS - ABS		08/09/2022	205,000.00	199,163.36	204,974.56	3.560	AAA	3.510	1,656	07/15/2027
3137BKRJ1	90187	FHMS - MBS		05/24/2022	725,000.00	702,629.84	729,644.53	3.329	N/A	3.036	875	05/25/2025
3137FBTA4	90193	FHMS - MBS		05/31/2022	730,954.47	711,016.30	731,925.27	3.064	AA+	2.907	602	08/25/2024
3137BHXJ1	90248	FHMS - MBS		07/18/2022	730,025.77	705,121.52	721,242.64	3.023	AA+	3.478	755	01/25/2025
3137BMTX4	90260	FHMS - MBS		07/26/2022	550,000.00	528,843.48	543,640.63	3.151	N/A	3.493	1,059	11/25/2025
3137BJP64	90270	FHMS - MBS		08/08/2022	425,000.00	411,230.94	421,829.10	3.205	N/A	3.447	814	03/25/2025

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to 365 Maturity	Maturity Date
<b>Pass Through Securities (GNMA/CMO)</b>												
3137BN6G4	90272	FHMS - MBS		08/09/2022	575,000.00	550,153.22	568,374.02	2.995	N/A	3.330	1,089	12/25/2025
3137BM7C4	90275	FHMS - MBS		08/10/2022	325,000.00	314,039.31	322,638.67	3.308	AA+	3.512	998	09/25/2025
3137BLMZ8	90300	FHMS - MBS		08/16/2022	750,000.00	720,587.70	739,423.83	3.010	AA+	3.485	936	07/25/2025
3137BFE98	90315	FHMS - MBS		09/02/2022	500,000.00	484,456.15	493,417.97	3.171	N/A	3.758	663	10/25/2024
3137BEVH4	90329	FHMS - MBS		09/20/2022	550,000.00	536,123.44	539,687.50	3.241	AA+	4.188	633	09/25/2024
3136ARTE8	90384	FNMA - MBS		10/12/2022	506,373.68	477,495.19	477,731.92	2.702	AA+	4.578	1,151	02/25/2026
345286AC2	86601	FORDO - ABS		01/24/2022	100,000.00	95,100.95	99,988.12	1.290	AAA	1.299	1,261	06/15/2026
36261RAC2	86078	GMALT - ABS		02/24/2021	78,278.58	77,610.56	78,270.56	0.260	N/A	0.258	415	02/20/2024
380144AC9	86234	GMALT - ABS		05/26/2021	211,931.94	209,080.10	211,885.63	0.340	AAA	0.350	505	05/20/2024
36258NAC6	85448	GMCAR - ABS		01/15/2020	22,719.64	22,579.95	22,714.29	1.840	AAA	1.858	624	09/16/2024
362590AC5	85744	GMCAR - ABS		08/19/2020	115,913.53	113,562.85	115,856.33	0.450	N/A	0.460	836	04/16/2025
362554AC1	86430	GMCAR - ABS		10/21/2021	185,000.00	174,790.29	184,995.28	0.680	N/A	0.682	1,354	09/16/2026
380146AC4	86592	GMCAR - ABS		01/19/2022	170,000.00	160,732.08	169,985.23	1.260	AAA	1.267	1,415	11/16/2026
36265WAD5	90242	GMCAR - ABS		07/13/2022	120,000.00	117,325.97	119,999.17	3.640	N/A	3.668	1,566	04/16/2027
43815GAC3	86545	HONDA AUTO RECEIVABLES - ABS		11/24/2021	220,000.00	208,792.67	219,953.62	0.880	N/A	0.892	1,116	01/21/2026
43813KAC6	85801	HAROT - ABS		09/29/2020	62,697.42	61,327.52	62,679.06	0.370	AAA	0.377	656	10/18/2024
43815BAC4	90025	HAROT - ABS		02/23/2022	195,000.00	185,308.38	194,970.67	1.880	AAA	1.895	1,230	05/15/2026
44933FAC0	85704	HART - ABS		07/22/2020	47,578.86	46,983.12	47,550.78	0.480	AAA	0.488	715	12/16/2024
44933LAC7	86185	HART - ABS		04/28/2021	158,847.79	153,620.74	158,829.91	0.380	AAA	0.385	988	09/15/2025
448977AD0	90067	HART - ABS		03/16/2022	420,000.00	401,371.32	419,983.83	2.220	AAA	2.232	1,383	10/15/2026
41284UAD6	85459	HDMOT - ABS		01/29/2020	11,327.49	11,301.74	11,294.78	1.870	AAA	1.879	653	10/15/2024
44935FAD6	86480	HYUNDAI AUTO - ABS		11/17/2021	170,000.00	160,591.54	169,962.06	0.740	AAA	0.738	1,230	05/15/2026
58769VAC4	85682	MBALT - ABS		06/23/2020	85,240.42	83,871.57	85,220.90	0.550	AAA	0.553	779	02/18/2025
58769EAC2	85791	MBALT - ABS		09/23/2020	15,245.04	15,209.06	15,240.73	0.400	AAA	0.403	318	11/15/2023
65479CAD0	85690	NAROT - ABS		06/30/2020	66,260.69	65,707.79	66,252.47	0.550	AAA	0.551	561	07/15/2024
65480JAC4	90343	NAROT - ABS		09/28/2022	200,000.00	198,490.18	199,958.62	4.460	AAA	4.511	1,597	05/17/2027
89238JAC9	86475	TOYOTA AUTO REC - ABS		11/15/2021	225,000.00	211,972.50	224,995.21	0.710	AAA	0.699	1,200	04/15/2026
89231CAD9	90299	TOYOTA AUTO REC - ABS		08/16/2022	135,000.00	131,779.94	134,977.44	3.760	AAA	4.173	1,565	04/15/2027
92868KAC7	86533	VOLKSWAGEN AUTO LOAN - ABS		12/13/2021	295,000.00	280,371.75	294,988.44	1.020	AAA	1.024	1,268	06/22/2026
92348TAA2	85460	VZOT - ABS		01/29/2020	31,492.87	31,374.77	31,469.45	1.850	AAA	1.900	568	07/22/2024
92290BAA9	85723	VZOT - ABS		08/12/2020	154,471.98	152,145.11	154,414.23	0.470	N/A	0.479	781	02/20/2025
92348AAA3	86328	VZOT - ABS		10/08/2019	12,218.34	12,196.94	12,191.36	1.940	AAA	1.943	477	04/22/2024
98163WAC0	85684	WOART - ABS		06/24/2020	98,916.57	97,206.28	98,898.93	0.630	AAA	0.633	865	05/15/2025
98163KAC6	86452	WOART - ABS		11/03/2021	270,000.00	255,498.65	269,963.23	0.810	AAA	0.817	1,383	10/15/2026
<b>Subtotal and Average</b>			<b>13,481,684.37</b>		<b>13,401,727.85</b>	<b>12,911,144.13</b>	<b>13,322,717.89</b>			<b>2.476</b>	<b>1,062</b>	



**PFM**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 31, 2022**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Municipal Bonds</b>												
13067WRA2	85716	CA ST DEPT OF WTR - MUNI		08/06/2020	55,000.00	52,994.15	55,000.00	0.414	AAA	0.414	334	12/01/2023
341271AD6	85786	FLORIDA ST - MUNI		09/16/2020	205,000.00	188,220.75	205,000.00	1.258	AA	1.258	912	07/01/2025
54438CYH9	85909	LOS ANGELES CCD - MUNI		11/10/2020	145,000.00	141,837.55	145,000.00	0.444	AA+	0.444	212	08/01/2023
576004GY5	90312	MASS. CMNWLTH - MUNI		08/30/2022	380,000.00	372,981.40	380,000.00	3.660	N/A	3.661	745	01/15/2025
646140DN0	86035	NJ TPK AUTH - MUNI		02/04/2021	165,000.00	153,070.50	165,000.00	0.897	A+	0.897	731	01/01/2025
650036DS2	85994	NY ST URBAN DEV - MUNI		12/23/2020	545,000.00	519,984.50	545,000.00	0.620	AA+	0.620	73	03/15/2023
798306WM4	85872	SAN JUAN CA UNIF - MUNI		10/29/2020	315,000.00	307,603.80	315,000.00	0.499	N/A	0.499	212	08/01/2023
<b>Subtotal and Average</b>			<b>1,810,000.00</b>		<b>1,810,000.00</b>	<b>1,736,692.65</b>	<b>1,810,000.00</b>			<b>1.315</b>	<b>412</b>	
<b>Total and Average</b>			<b>74,843,402.10</b>		<b>74,986,727.85</b>	<b>71,915,608.29</b>	<b>74,880,847.10</b>			<b>1.755</b>	<b>713</b>	

**PFM  
Portfolio Management  
Portfolio Details - Cash  
December 31, 2022**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Average Balance			0.00								0
Total Cash and Investments			74,843,402.10		74,986,727.85	71,915,608.29	74,880,847.10			1.755	713

## **SECTION III**

### **APPENDIX**

#### **B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES**

##### **B.2. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)**

CALIFORNIA STATE LOCAL AGENCY INVESTMENT ACCOUNTS	STATE CONTROLLER ACCOUNT NUMBER	ACCOUNT BALANCE	ESTIMATED FAIR VALUE
ACALANES UNION HIGH SCHOOL	75-07-010	13,112,167.64	12,868,140.47
ANTIOCH UNIFIED SCHOOL DISTRICT	75-07-005	897,011.81	880,317.75
BRENTWOOD UNION SCHOOL DISTRICT	75-07-013	8,433,165.32	8,276,217.86
BYRON UNION SCHOOL DISTRICT	75-07-017	179,701.34	176,356.96
CANYON ELEMENTARY SCHOOL DISTRICT	75-07-018	158,254.67	155,309.43
CCC REDEVELOPMENT AGENCY	65-07-015	0.04	0.04
CONTRA COSTA COMMUNITY COLLEGE	75-07-001	680,997.44	668,323.57
CONTRA COSTA COUNTY SCHOOL INSURANCE GROUP	35-07-001	2,423,022.62	2,377,928.37
CENTRAL CONTRA COSTA SANITARY DISTRICT	70-07-001	66,500,000.00	65,262,385.66
CONTRA COSTA COUNTY OFFICE OF EDUCATION	75-07-007	1,391,865.15	1,365,961.51
CONTRA COSTA COUNTY	99-07-000	75,000,000.00	73,604,194.35
CROCKETT COMMUNITY SERVICES DISTRICT	16-07-004	4,347,265.00	4,266,359.17
DELTA DIABLO SANITATION DISTRICT	70-07-003	78,810.93	77,344.20
EAST CONTRA COSTA REG FEE & FINANCING AUTH	40-07-006	1,090,771.62	1,070,471.55
KENSINGTON FIRE PROTECTION DISTRICT	17-07-011	20,851.72	20,463.65
KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT	16-07-003	647,595.27	635,543.04
LAFAYETTE SCHOOL DISTRICT	75-07-012	1,787,100.38	1,753,841.12
MARTINEZ UNIFIED SCHOOL DISTRICT	75-07-011	21,122,496.52	20,729,391.19
MORAGA ORINDA FIRE DISTRICT	17-07-003	20,590,787.88	20,207,578.04
MORAGA SCHOOL DISTRICT	75-07-016	2,902.74	2,848.72
MT DIABLO UNIFIED SCHOOL DISTRICT	75-07-008	3,719,321.67	3,650,102.33
MT VIEW SANITARY DISTRICT	70-07-008	10,894,451.86	10,691,698.03
OAKLEY UNION SCHOOL DISTRICT	75-07-009	268,406.73	263,411.48
ORINDA UNION SCHOOL DISTRICT	75-07-015	3,351,570.15	3,289,194.94
PITTSBURG UNIFIED SCHOOL DISTRICT	75-07-002	38,172.87	37,462.44
RECLAMATION DISTRICT 799	60-07-001	366,994.87	360,164.82
RECLAMATION DISTRICT 800	60-07-003	3,824,067.46	3,752,898.73
RECLAMATION DISTRICT 2026	60-07-005	7,925.32	7,777.82
RECLAMATION DISTRICT 2137	60-07-006	506,263.42	496,841.48
RODEO -HERCULES FIRE PROTECTION DISTRICT	17-07-001	2,153,271.33	2,113,197.35
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT	75-07-004	260,074.36	255,234.18
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT	75-07-014	22,817,156.57	22,392,512.36
	TOTAL	<u>266,672,444.70</u>	<u>261,709,472.63</u>

## **SECTION III**

### **APPENDIX**

#### **B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES**

##### **ASSET MANAGEMENT FUNDS**

- B.3. ALLSPRING**
- B.4. CAMP**
- B.5. CaISTRUST (LIQUIDITY)\***
- B.6. US BANK**

\*No investments were made in the CaISTRUST Liquidity Fund during the quarter.



## Allspring GAAP

31 December 2022

Contra Costa County

Investment Strategy: Global Liquidity Solutions

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

<u>Risk Summary (Contra Costa County)</u>	1 - 4
<u>Performance Summary Gross of Fees (Contra Costa County)</u>	5 - 6
<u>Performance Summary Net of Fees (Contra Costa County)</u>	7 - 8
<u>GAAP FX Financials (Contra Costa County)</u>	9 - 10
<u>Income Detail (Contra Costa County)</u>	11 - 16
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\*Additional information will be provided upon request.

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

# Risk Summary

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

## Balance Sheet

Book Value + Accrued	44,223,910.77
Net Unrealized Gain/Loss	-309,960.41
Market Value + Accrued	43,913,950.36

## Portfolio Characteristics

Risk Metric	Value
Cash	16,281.45
MMFund	2,237,281.80
Fixed Income	41,660,387.11
Duration	0.484
Convexity	0.007
WAL	0.535
Years to Final Maturity	0.783
Years to Effective Maturity	0.530
Yield	4.708
Book Yield	3.046
Avg Credit Rating	AA+/Aa1/AA+

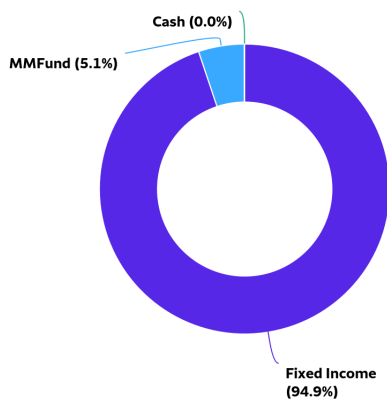
## Issuer Concentration

Issuer Concentration	% of Base Market Value + Accrued
Other	66.22%
Federal Home Loan Banks	9.00%
Farm Credit System	7.30%
United States	5.54%
Allspring Intermediate II LLC	5.09%
Inter-American Development Bank	2.30%
Gotham Funding Corporation	2.28%
University of California	2.27%

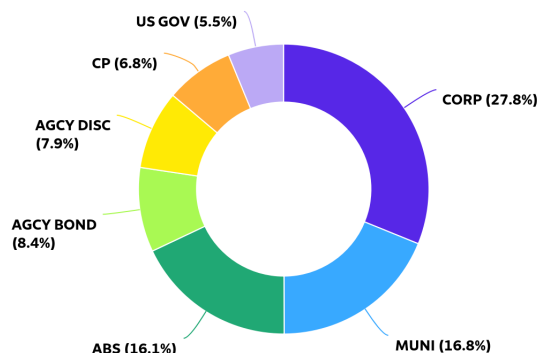
---	100.00%
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Footnotes: 1,2

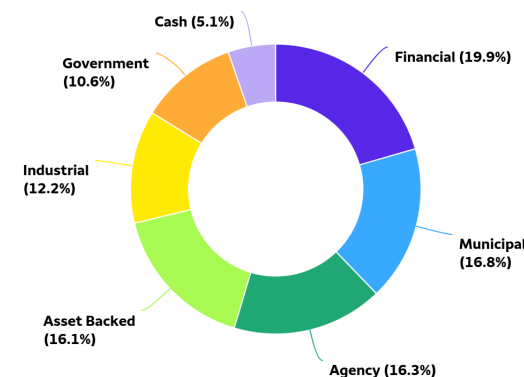
## Asset Class (%)



## Security Type (%)



## Market Sector (%)



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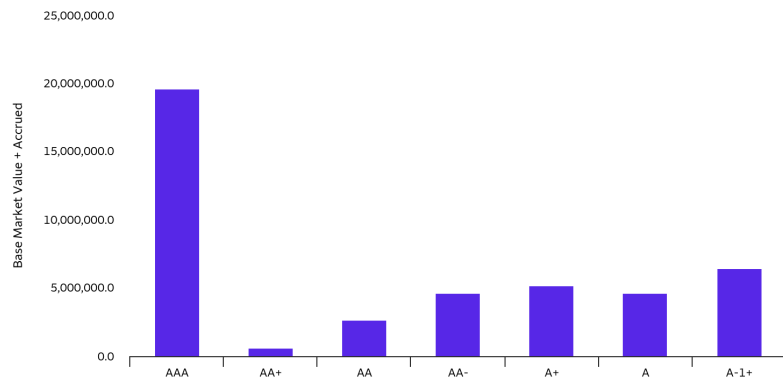


# Risk Summary

US Dollar  
01 October 2022 to 31 December 2022

Contra Costa County  
Account: XXX235  
Investment Strategy: Global Liquidity Solutions  
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

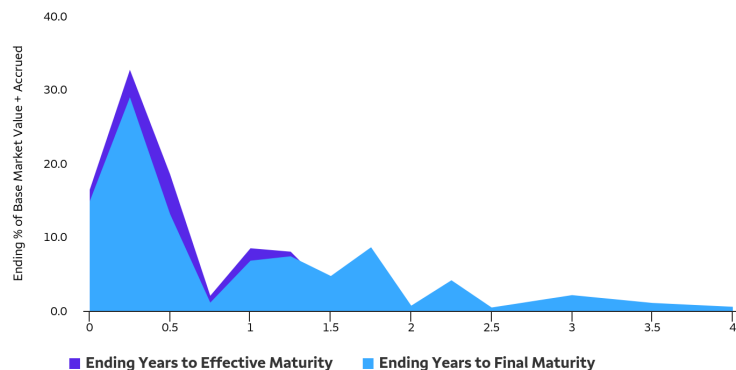
## Credit Rating



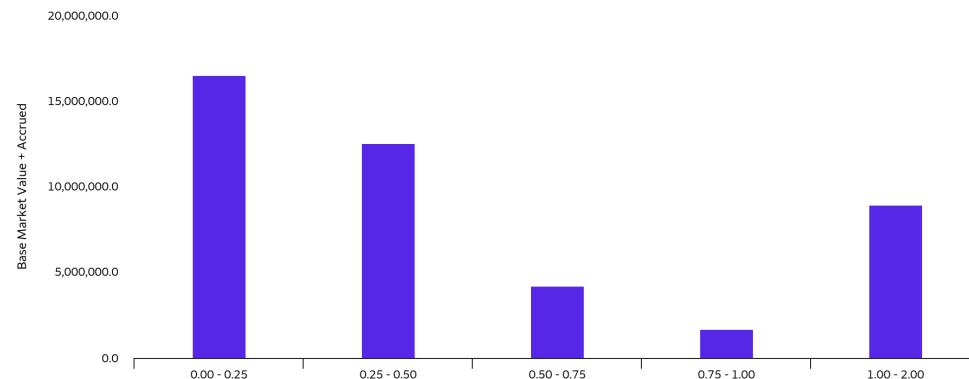
## Credit Duration Heat Map

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	47.67%	11.69%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
AA	15.58%	2.50%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
A	16.39%	6.18%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BBB	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BB	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
B	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CCC	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CC	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
C	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
NA	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

## Time To Maturity



## Duration



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# Risk Summary

US Dollar

01 October 2022 to 31 December 2022

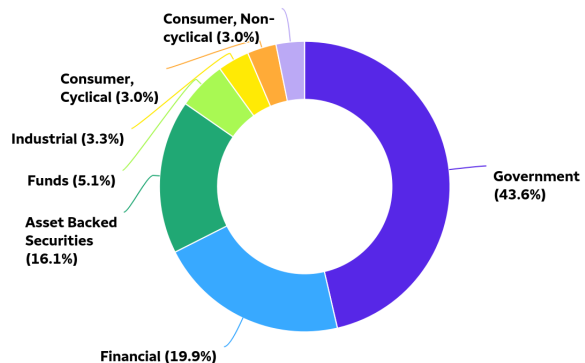
Contra Costa County

Account: XXX235

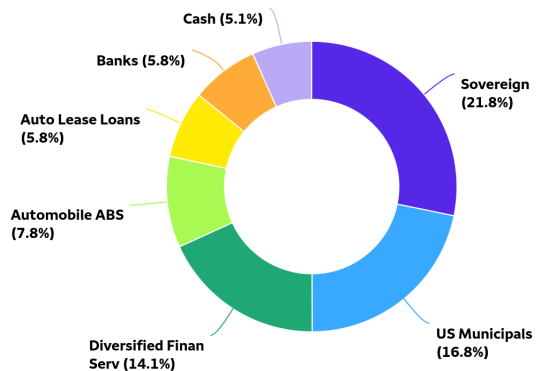
Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

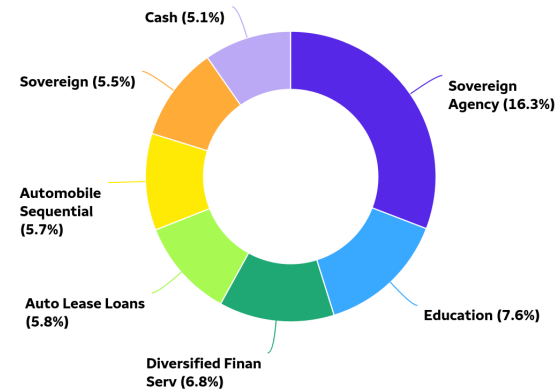
## Industry Sector



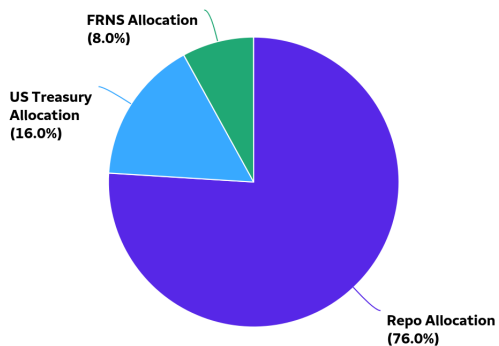
## Industry Group



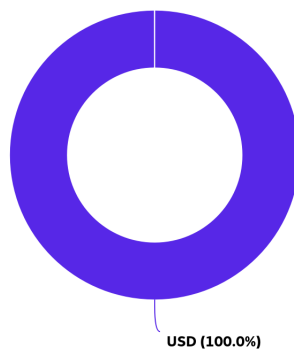
## Industry Subgroup



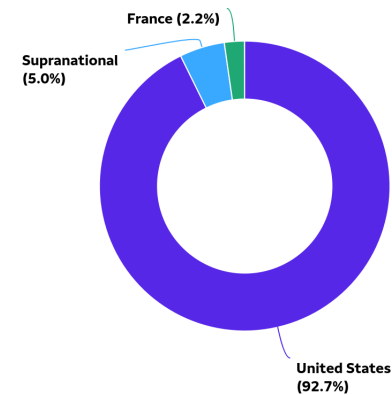
## MMF Asset Allocation



## Currency



## Country



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# Risk Summary

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

1: \* Grouped by: Issuer Concentration. 2: \* Groups Sorted by: % of Base Market Value + Accrued.

# Performance Summary Gross of Fees

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Period	Period Begin	Period End	Total Return, Gross of Fees	Weighted Average Index Return	Excess Total Return, Gross of Fees
Month to Date	12/01/2022	12/31/2022	0.40%	0.43%	-0.03%
Quarter to Date	10/01/2022	12/31/2022	0.93%	0.96%	-0.02%
Year to Date	01/01/2022	12/31/2022	0.69%	1.34%	-0.65%
Prior Month	11/01/2022	11/30/2022	0.40%	0.36%	0.04%
Prior Quarter	07/01/2022	09/30/2022	0.23%	0.39%	-0.16%
Prior Year	01/01/2021	12/31/2021	0.10%	0.09%	0.01%
Trailing Month	12/01/2022	12/31/2022	0.40%	0.43%	-0.03%
Trailing Quarter	10/01/2022	12/31/2022	0.93%	0.96%	-0.02%
Trailing Year	01/01/2022	12/31/2022	0.69%	1.34%	-0.65%

Account	Index	Index Start Date	Index End Date
Contra Costa County	ML 6 Month T-Bill	01/01/1980	11/30/2004
Contra Costa County	ICE BofA US 6-Month Treasury Bill Index	12/01/2004	---

Gross of Fees (includes trading).

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

# Performance Summary Gross of Fees

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Returns are actual and have not been annualized.

No Tax Adjustment.

Note that data will not exist prior to the performance inception date of: 04/01/2001.

Historical data exists for the options shown below, only available on historical data boundaries:

Begin Date, End Date	Return Type, Fee Options	Tax Options
04/01/2001 01/31/2011	Total Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment
04/01/2001 01/31/2011	Income Return Gross of Fees	No Tax Adjustment
04/01/2001 01/31/2011	Price Return Gross of Fees	No Tax Adjustment
01/01/2008 01/31/2011	Book Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment

Reported Index Return is always Total Return.

# Performance Summary Net of Fees

US Dollar

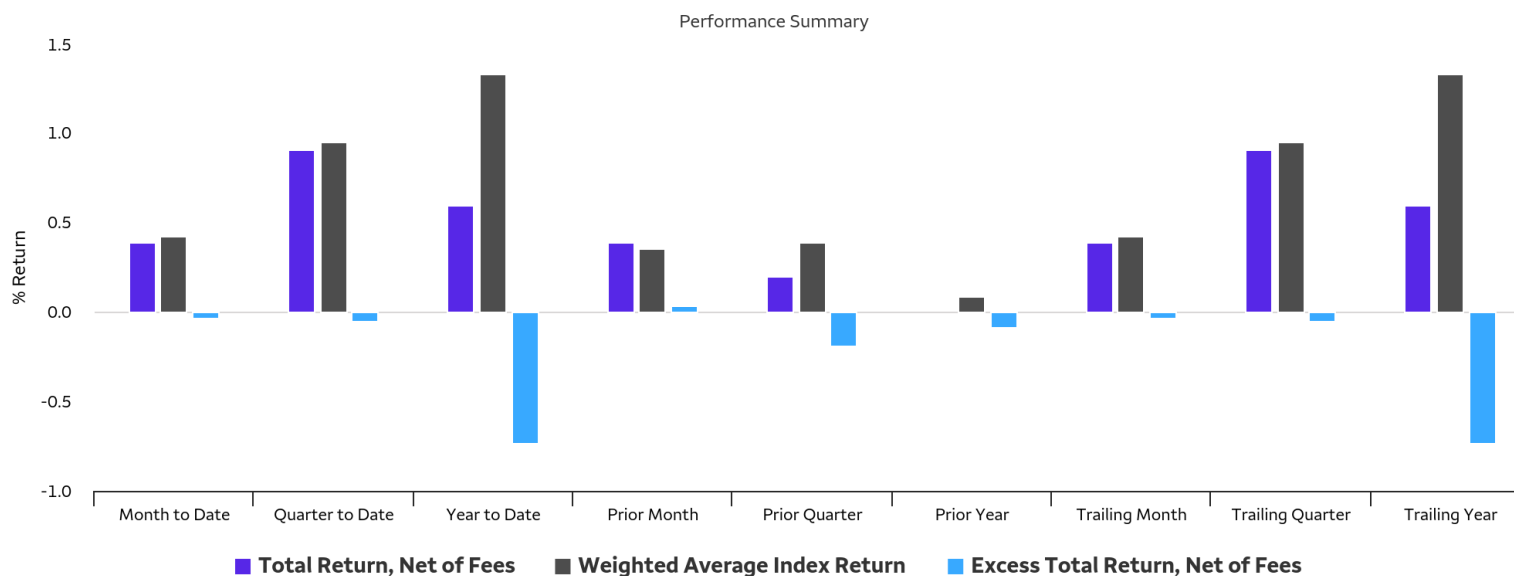
01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Period	Period Begin	Period End	Total Return, Net of Fees	Weighted Average Index Return	Excess Total Return, Net of Fees
Month to Date	12/01/2022	12/31/2022	0.39%	0.43%	-0.03%
Quarter to Date	10/01/2022	12/31/2022	0.91%	0.96%	-0.05%
Year to Date	01/01/2022	12/31/2022	0.60%	1.34%	-0.73%
Prior Month	11/01/2022	11/30/2022	0.39%	0.36%	0.03%
Prior Quarter	07/01/2022	09/30/2022	0.21%	0.39%	-0.19%
Prior Year	01/01/2021	12/31/2021	0.00%	0.09%	-0.08%
Trailing Month	12/01/2022	12/31/2022	0.39%	0.43%	-0.03%
Trailing Quarter	10/01/2022	12/31/2022	0.91%	0.96%	-0.05%
Trailing Year	01/01/2022	12/31/2022	0.60%	1.34%	-0.73%

Account	Index	Index Start Date	Index End Date
Contra Costa County	ML 6 Month T-Bill	01/01/1980	11/30/2004
Contra Costa County	ICE BofA US 6-Month Treasury Bill Index	12/01/2004	---

Net of Fees (includes management and trading).

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

# Performance Summary Net of Fees

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Returns are actual and have not been annualized.

No Tax Adjustment.

Note that data will not exist prior to the performance inception date of: 04/01/2001.

Historical data exists for the options shown below, only available on historical data boundaries:

Begin Date, End Date	Return Type, Fee Options	Tax Options
04/01/2001 01/31/2011	Total Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment
04/01/2001 01/31/2011	Income Return Gross of Fees	No Tax Adjustment
04/01/2001 01/31/2011	Price Return Gross of Fees	No Tax Adjustment
01/01/2008 01/31/2011	Book Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment

Reported Index Return is always Total Return.

# GAAP FX Financials

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Balance Sheet	As of:	Contra Costa County	
		09/30/2022	12/31/2022
Book Value		44,000,914.47	44,059,039.22
Accrued Balance		112,513.26	164,871.55
<b>Book Value + Accrued</b>		<b>44,113,427.72</b>	<b>44,223,910.77</b>
Net FX Unrealized Carrying Value Accrued Gain		0.00	0.00
Net FX Unrealized Carrying Value Security Gain/Loss		0.00	0.00
Net Market Unrealized Carrying Value Gain/Loss		-441,330.99	-309,960.41
<b>Carrying Value and Accrued</b>		<b>43,672,096.73</b>	<b>43,913,950.36</b>

Income Statement	Begin Date End Date	Contra Costa County	
		10/01/2022 12/31/2022	
<b>Net Amortization/Accretion Income</b>			71,173.62
Interest Income		203,268.63	
Dividend Income		0.00	
Foreign Tax Withheld Expense		0.00	
Misc Income		0.00	
Net Market Allowance Expense		0.00	
Net FX Allowance Expense		0.00	
<b>Income Subtotal</b>			<b>203,268.63</b>
Net FX Realized Gain/Loss		0.00	
Net Market Realized Gain/Loss		0.00	
Net Total Holding Gain/Loss		0.00	
Total Impairment Loss		0.00	
<b>Net Total Gain/Loss</b>			<b>0.00</b>
Expense		-10,471.01	
<b>Net Income</b>			<b>263,971.25</b>
Transfers In/Out			-153,488.20
Change in FX Unrealized Gain/Loss			0.00
Change in Market Unrealized Gain/Loss			131,370.58

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# GAAP FX Financials

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Statement of Cash Flows	Contra Costa County	
	Begin Date	10/01/2022
	End Date	12/31/2022
<b>Net Income</b>		263,971.25
Amortization/Accretion on MS	-43,824.08	
Change in Accrued on MS	-42,588.34	
Net Gain/Loss on MS	0.00	
Change in Unrealized G/L on CE	90.27	
<b>Subtotal</b>		-86,322.15
Purchase of MS	-9,429,708.19	
Purchased Accrued of MS	-10,117.87	
Sales of MS	2,642,745.06	
Sold Accrued of MS	0.00	
Maturities of MS	8,850,000.00	
<b>Net Purchases/Sales</b>		2,052,919.00
Transfers of Cash & CE		-153,488.20
<b>Total Change in Cash &amp; CE</b>		2,077,079.90
Beginning Cash & CE		4,115,691.34
<b>Ending Cash &amp; CE</b>		6,192,771.24

# Income Detail

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
94975P405 ALLSPRING:GOVT MM I	2,237,281.80 4.04	12/31/2022 12/31/2022	0.00 ---	18,584.39 0.00	0.00	0.00 18,584.39
023135AJ5 AMAZON.COM INC	0.00 2.50	11/29/2022 11/29/2022	0.00 09/16/2022	1,208.33 320.99	0.00	0.00 1,529.33
03066RAB1 AMCAR 2021 -2 A2	13,025.43 0.26	01/18/2023 11/18/2024	0.00 06/16/2021	46.97 0.65	0.00	0.00 47.62
03065WAB1 AMCAR 2022 -2 A2A	440,222.54 4.20	07/16/2023 12/18/2025	0.00 06/22/2022	5,074.93 8.45	0.00	0.00 5,083.38
037833AK6 APPLE INC	300,000.00 2.40	05/03/2023 05/03/2023	0.00 01/21/2022	1,800.00 -1,172.56	0.00	0.00 627.44
04821UMU3 Atlantic Asset Securitization Corp.	0.00 0.00	12/28/2022 12/28/2022	0.00 11/17/2022	0.00 4,612.50	0.00	0.00 4,612.50
06051GJX8 BANK OF AMERICA CORP	500,000.00 4.96	05/28/2024 05/28/2024	0.00 05/28/2021	5,036.28 0.00	0.00	0.00 5,036.28
06051GJX8 BANK OF AMERICA CORP	150,000.00 4.96	05/28/2024 05/28/2024	0.00 10/18/2021	1,510.88 -58.30	0.00	0.00 1,452.58
06406RAM9 BANK OF NEW YORK MELLON CORP	650,000.00 1.85	01/27/2023 01/27/2023	0.00 03/26/2021	3,006.25 -2,623.07	0.00	0.00 383.18
09247XAL5 BLACKROCK INC	500,000.00 3.50	03/18/2024 03/18/2024	0.00 05/27/2022	4,375.00 -1,112.07	0.00	0.00 3,262.93
05591RAC8 BMWLT 2021-1 A3	196,461.79 0.29	03/14/2023 01/25/2024	0.00 04/29/2022	202.65 1,335.45	0.00	0.00 1,538.09
130658QY6 CALIFORNIA ST DEPT VET AFFAIRS HOME PUR REV	0.00 0.25	12/01/2022 12/01/2022	0.00 08/12/2021	423.33 0.00	0.00	0.00 423.33
14317CAB8 CARMX 2022-1 A2	259,653.40 0.91	04/30/2023 02/18/2025	0.00 01/26/2022	706.94 5.88	0.00	0.00 712.82
14317CAB8 CARMX 2022-1 A2	259,653.40 0.91	04/30/2023 02/18/2025	0.00 10/05/2022	669.72 1,980.31	0.00	0.00 2,650.03
CCYUSD Cash	6,354.15 0.00	12/31/2022 12/31/2022	-153,488.20 ---	0.00 0.00	0.00	-10,471.01 -10,471.01
14913R2N6 CATERPILLAR FINANCIAL SERVICES CORP	0.00 2.79	11/17/2022 11/17/2022	0.00 05/21/2021	3,098.63 -36.22	0.00	0.00 3,062.41
14912L5X5 CATERPILLAR FINANCIAL SERVICES CORP	700,000.00 3.75	11/24/2023 11/24/2023	0.00 12/02/2022	2,114.59 634.12	0.00	0.00 2,748.70
161571HP2 CHAIT 2020-1 A	500,000.00 1.53	01/14/2023 01/15/2023	0.00 09/22/2022	1,912.50 2,703.13	0.00	0.00 4,615.63
808513AT2 CHARLES SCHWAB CORP	700,000.00 2.65	01/25/2023 01/25/2023	0.00 01/14/2022	4,637.50 -3,352.70	0.00	0.00 1,284.80
17325FAS7 CITIBANK NA	600,000.00 3.65	01/23/2024 01/23/2024	0.00 08/25/2022	5,475.00 -175.27	0.00	0.00 5,299.73
14044CAB8 COPAR 2021-1 A2	473,320.37 0.32	04/01/2023 02/18/2025	0.00 08/23/2022	466.31 4,290.45	0.00	0.00 4,756.76
30231GAR3 EXXON MOBIL CORP	390,000.00 2.73	03/01/2023 03/01/2023	0.00 02/17/2022	2,657.85 -1,420.53	0.00	0.00 1,237.32

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# Income Detail

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
3133EM4P4 FEDERAL FARM CREDIT BANKS FUNDING CORP	750,000.00 0.15	04/14/2023 04/14/2023	0.00 09/20/2021	281.25 62.35	0.00	0.00 343.60
313313T32 FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00 0.00	12/15/2022 12/15/2022	0.00 02/02/2022	0.00 1,562.50	0.00	0.00 1,562.50
3133EMVP4 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 0.13	04/13/2023 04/13/2023	0.00 04/26/2022	312.50 4,825.82	0.00	0.00 5,138.32
313312GN4 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 0.00	06/06/2023 06/06/2023	0.00 09/02/2022	0.00 8,701.67	0.00	0.00 8,701.67
3133ENJ84 FEDERAL FARM CREDIT BANKS FUNDING CORP	500,000.00 3.38	08/26/2024 08/26/2024	0.00 11/04/2022	2,671.88 1,135.87	0.00	0.00 3,807.74
3130A3KM5 FEDERAL HOME LOAN BANKS	0.00 2.50	12/09/2022 12/09/2022	0.00 08/18/2021	2,361.11 -2,225.68	0.00	0.00 135.43
3130AQF57 FEDERAL HOME LOAN BANKS	500,000.00 0.63	12/22/2023 12/22/2023	0.00 12/22/2021	78.13 15.14	0.00	0.00 93.26
3130AQF57 FEDERAL HOME LOAN BANKS	0.00 0.63	12/22/2023 12/22/2023	0.00 12/22/2021	703.13 124.12	0.00	0.00 827.25
313385R32 FEDERAL HOME LOAN BANKS	0.00 0.00	11/29/2022 11/29/2022	0.00 05/05/2022	0.00 2,441.94	0.00	0.00 2,441.94
313384ET2003 FEDERAL HOME LOAN BANKS	1,000,000.00 0.00	04/23/2023 04/23/2023	0.00 06/24/2022	0.00 7,179.17	0.00	0.00 7,179.17
313385J64 FEDERAL HOME LOAN BANKS	0.00 0.00	10/07/2022 10/07/2022	0.00 07/06/2022	0.00 333.33	0.00	0.00 333.33
313385M60 FEDERAL HOME LOAN BANKS	0.00 0.00	10/31/2022 10/31/2022	0.00 08/30/2022	0.00 2,241.67	0.00	0.00 2,241.67
3130A0XE5 FEDERAL HOME LOAN BANKS	1,000,000.00 3.25	03/08/2024 03/08/2024	0.00 09/29/2022	8,125.00 2,646.31	0.00	0.00 10,771.31
313384BX6 FEDERAL HOME LOAN BANKS	1,500,000.00 0.00	02/15/2023 02/15/2023	0.00 12/29/2022	0.00 531.25	0.00	0.00 531.25
3137B2HN3 FHMS K-028 A2	214,729.50 3.11	01/25/2023 02/25/2023	0.00 11/14/2022	1,472.45 2,337.47	0.00	0.00 3,809.92
341081GD3 FLORIDA POWER & LIGHT CO	600,000.00 4.20	05/10/2023 05/10/2023	0.00 05/10/2021	5,915.31 0.00	0.00	0.00 5,915.31
345329AB2 FORDL 2021-B A2	79,720.30 0.24	02/01/2023 04/15/2024	0.00 09/24/2021	78.25 0.30	0.00	0.00 78.55
34528LAB1 FORDL 2022-A A2A	138,335.61 2.78	06/13/2023 10/15/2024	0.00 04/26/2022	1,067.57 0.88	0.00	0.00 1,068.45
34528LAD7 FORDL 2022-A A3	500,000.00 3.51	02/05/2024 05/15/2025	0.00 11/30/2022	1,390.69 761.95	0.00	0.00 2,152.64
380130AB0 GMALT 2022-3 A2A	410,000.00 4.01	08/21/2023 10/21/2024	0.00 08/17/2022	4,110.24 5.71	0.00	0.00 4,115.95
36258NAC6 GMCAR 2020-1 A3	75,732.11 1.84	02/20/2023 09/16/2024	0.00 02/17/2021	455.13 -412.89	0.00	0.00 42.23
380149AB0 GMCAR 212 A2	0.00 0.27	12/16/2022 06/17/2024	0.00 10/04/2021	11.58 -4.38	0.00	0.00 7.21

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# Income Detail

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
38122NC26 GOLDEN ST TOB SECURITIZATION CORP CALIF TOB SETTLE	700,000.00 1.34	06/01/2023 06/01/2023	0.00 12/12/2022	493.95 1,450.76	0.00	0.00 1,944.71
38346ML85 Gotham Funding Corporation	0.00 0.00	11/08/2022 11/08/2022	0.00 10/18/2022	0.00 1,925.00	0.00	0.00 1,925.00
38346MN67 Gotham Funding Corporation	1,000,000.00 0.00	01/06/2023 01/06/2023	0.00 11/14/2022	0.00 5,573.33	0.00	0.00 5,573.33
43815GAB5 HAROT 2021-4 A2	303,045.34 0.39	03/28/2023 05/21/2024	0.00 11/24/2021	375.92 2.81	0.00	0.00 378.74
44934KAB0 HART 2021-B A2	90,344.99 0.24	02/01/2023 05/15/2024	0.00 07/28/2021	88.23 4.25	0.00	0.00 92.48
44933DAB7 HART 2022-C A2A	500,000.00 5.35	11/28/2023 11/17/2025	0.00 11/09/2022	3,863.89 2.54	0.00	0.00 3,866.43
419792L53 HAWAII ST	640,000.00 5.00	04/01/2023 04/01/2023	0.00 11/02/2022	5,244.44 -373.76	0.00	0.00 4,870.68
427866AZ1 HERSHEY CO	600,000.00 3.38	05/15/2023 05/15/2023	0.00 02/11/2022	5,062.50 -3,275.89	0.00	0.00 1,786.61
438516CH7 HONEYWELL INTERNATIONAL INC	750,000.00 4.85	11/01/2024 11/01/2024	0.00 11/02/2022	5,961.46 10.48	0.00	0.00 5,971.94
4581XODA3 INTER-AMERICAN DEVELOPMENT BANK	1,000,000.00 2.50	01/18/2023 01/18/2023	0.00 07/28/2021	6,250.00 -5,864.79	0.00	0.00 385.21
459058JV6 INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	500,000.00 0.13	04/20/2023 04/20/2023	0.00 05/26/2021	157.50 86.17	0.00	0.00 243.67
45950KCW8 INTERNATIONAL FINANCE CORP	700,000.00 4.39	06/30/2023 06/30/2023	0.00 06/30/2021	6,464.55 0.00	0.00	0.00 6,464.55
47787NAC3 JDOT 2020-B A3	303,716.35 0.51	05/04/2023 11/15/2024	0.00 09/09/2021	447.64 -238.85	0.00	0.00 208.79
46625HJH4 JPMORGAN CHASE & CO	700,000.00 3.20	01/25/2023 01/25/2023	0.00 02/04/2022	5,600.00 -4,025.45	0.00	0.00 1,574.55
4820P3P31 Jupiter Securitization Company LLC	1,000,000.00 0.00	02/03/2023 02/03/2023	0.00 12/01/2022	0.00 3,788.89	0.00	0.00 3,788.89
54438CYY2 LOS ANGELES CALIF CMNTY COLLEGE DIST	500,000.00 3.80	02/01/2023 02/01/2023	0.00 09/29/2022	4,750.00 0.00	0.00	0.00 4,750.00
544647GE4 LOS ANGELES CALIF UNI SCH DIST	450,000.00 4.50	01/01/2023 01/01/2023	0.00 11/22/2022	2,193.75 0.00	0.00	0.00 2,193.75
58769KAC8 MBALT 2021-B A2	47,000.52 0.22	01/21/2023 01/16/2024	0.00 06/29/2021	48.57 1.73	0.00	0.00 50.31
58769TAD7 MBART 2019-1 A3	0.00 1.94	12/15/2022 03/15/2024	0.00 03/26/2021	99.14 -73.29	0.00	0.00 25.84
612574EQ2 MONTEREY PENINSULA CALIF CMNTY COLLEGE DIST	700,000.00 1.20	08/01/2023 08/01/2023	0.00 08/25/2021	2,100.00 -1,595.41	0.00	0.00 504.59
61746BDJ2 MORGAN STANLEY	600,000.00 3.75	02/25/2023 02/25/2023	0.00 05/24/2022	5,625.00 -1,803.47	0.00	0.00 3,821.53

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# Income Detail

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
65480DAC7 NALT 2021-A A3	355,000.00 0.52	06/20/2023 08/15/2024	0.00 03/04/2022	461.49 897.60	0.00	0.00 1,359.10
65480DAC7 NALT 2021-A A3	300,000.00 0.52	06/20/2023 08/15/2024	0.00 05/19/2022	390.00 1,474.63	0.00	0.00 1,864.62
630362EN7 NAPA VY CALIF UNI SCH DIST	400,000.00 0.34	08/01/2023 08/01/2023	0.00 08/17/2021	340.00 0.00	0.00	0.00 340.00
65479HAC1 NAROT 2019-B A3	0.00 2.50	11/15/2022 11/15/2023	0.00 12/07/2020	0.00 0.00	0.00	0.00 0.00
65479HAC1 NAROT 2019-B A3	0.00 2.50	11/15/2022 11/15/2023	0.00 12/07/2020	46.17 -36.09	0.00	0.00 10.07
63743HEVO NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	500,000.00 4.71	02/16/2023 02/16/2023	0.00 06/08/2021	4,916.53 39.45	0.00	0.00 4,955.98
63743HEVO NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	250,000.00 4.71	02/16/2023 02/16/2023	0.00 06/25/2021	2,458.26 19.90	0.00	0.00 2,478.16
63763QM79 National Securities Clearing Corporation	0.00 0.00	12/07/2022 12/07/2022	0.00 10/11/2022	0.00 5,541.67	0.00	0.00 5,541.67
67066GAK0 NVIDIA CORP	600,000.00 0.31	06/15/2023 06/15/2023	0.00 06/16/2021	463.50 0.00	0.00	0.00 463.50
675383TH6 OCEANSIDE CALIF UNI SCH DIST	300,000.00 0.38	08/01/2023 08/01/2023	0.00 08/17/2021	285.00 0.00	0.00	0.00 285.00
678858BW0 OKLAHOMA GAS AND ELECTRIC CO	490,000.00 0.55	05/26/2023 05/26/2023	0.00 05/27/2021	677.42 0.00	0.00	0.00 677.42
67983UKS1 Old Line Funding, LLC	0.00 0.00	10/26/2022 10/26/2022	0.00 09/13/2022	0.00 2,000.00	0.00	0.00 2,000.00
69371RQ90 PACCAR FINANCIAL CORP	700,000.00 0.35	08/11/2023 08/11/2023	0.00 11/02/2022	401.53 5,005.74	0.00	0.00 5,407.27
735000TK7 PORT OAKLAND CALIF REV	800,000.00 0.82	05/01/2023 05/01/2023	0.00 03/31/2022	1,642.00 2,535.11	0.00	0.00 4,177.11
CCYUSD Receivable	9,927.30 0.00	12/31/2022 12/31/2022	0.00 ---	0.00 0.00	0.00	0.00 0.00
757696AP4 REDONDO BEACH CALIF CMNTY FING AUTH LEASE REV	325,000.00 0.41	05/01/2023 05/01/2023	0.00 07/15/2021	337.19 0.00	0.00	0.00 337.19
76913DFT9 RIVERSIDE CNTY CALIF INFRASTRUCTURE FING AUTH LEAS	0.00 0.40	11/01/2022 11/01/2022	0.00 10/19/2021	248.75 0.00	0.00	0.00 248.75
797400MN5 SAN DIEGO CNTY CALIF REGL TRANSN COMMN SALES TAX R	0.00 5.00	10/01/2022 10/01/2022	0.00 03/23/2021	0.00 0.00	0.00	0.00 0.00
797686EK4 SAN FRANCISCO CALIF MUN TRANSN AGY REV	835,000.00 0.25	03/01/2023 03/01/2023	0.00 02/23/2021	519.79 0.00	0.00	0.00 519.79
798135H51 SAN JOSE CALIF	500,000.00 2.30	09/01/2023 09/01/2023	0.00 12/07/2022	766.66 851.21	0.00	0.00 1,617.88

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# Income Detail

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
801747AB2 SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	275,000.00 1.64	08/01/2023 08/01/2023	0.00 03/01/2022	1,126.81 0.00	0.00	0.00 1,126.81
80285VAC3 SDART 2021-4 A3	203,002.17 0.51	02/05/2023 08/15/2025	0.00 06/28/2022	413.73 2,639.63	0.00	0.00 3,053.36
89190GAB3 TAOT 2021-B A2	12,908.18 0.14	01/14/2023 01/16/2024	0.00 06/14/2021	19.37 0.34	0.00	0.00 19.71
89239KAC5 TAOT 2022-A A3	500,000.00 1.23	04/11/2024 06/15/2026	0.00 06/21/2022	1,537.50 1,867.76	0.00	0.00 3,405.26
88602UL73 Thunder Bay Funding, LLC	0.00 0.00	11/07/2022 11/07/2022	0.00 10/31/2022	0.00 814.24	0.00	0.00 814.24
89236THN8 TOYOTA MOTOR CREDIT CORP	0.00 2.66	10/14/2022 10/14/2022	0.00 04/20/2021	731.77 -36.70	0.00	0.00 695.08
89236TJN6 TOYOTA MOTOR CREDIT CORP	700,000.00 0.63	09/13/2024 09/13/2024	0.00 10/31/2022	729.17 4,738.42	0.00	0.00 5,467.59
86787EBC0 TRUIST BANK	600,000.00 3.20	04/01/2024 04/01/2024	0.00 05/19/2022	4,800.00 -50.29	0.00	0.00 4,749.71
91282CDV0 UNITED STATES TREASURY	1,000,000.00 0.88	01/31/2024 01/31/2024	0.00 01/31/2022	2,187.50 388.91	0.00	0.00 2,576.41
91282CFA4 UNITED STATES TREASURY	500,000.00 3.00	07/31/2024 07/31/2024	0.00 08/10/2022	3,750.00 328.97	0.00	0.00 4,078.97
91282CEG2 UNITED STATES TREASURY	1,000,000.00 2.25	03/31/2024 03/31/2024	0.00 08/30/2022	5,686.81 2,867.55	0.00	0.00 8,554.36
91324PDD1 UNITEDHEALTH GROUP INC	0.00 2.38	10/15/2022 10/15/2022	0.00 12/01/2021	646.53 -543.93	0.00	0.00 102.60
91324PEM0 UNITEDHEALTH GROUP INC	700,000.00 5.00	10/15/2024 10/15/2024	0.00 10/28/2022	6,125.00 27.88	0.00	0.00 6,152.88
91412GWZ4 UNIVERSITY CALIF REVS	1,000,000.00 2.91	05/15/2023 05/15/2023	0.00 07/11/2022	7,272.50 221.04	0.00	0.00 7,493.54
92512ML23 Versailles Commercial Paper LLC	0.00 0.00	11/02/2022 11/02/2022	0.00 07/22/2022	0.00 2,577.78	0.00	0.00 2,577.78
92512MRH4 Versailles Commercial Paper LLC	1,000,000.00 0.00	04/17/2023 04/17/2023	0.00 12/28/2022	0.00 527.78	0.00	0.00 527.78
92826CAC6 VISA INC	0.00 2.80	12/14/2022 12/14/2022	0.00 12/21/2021	1,703.33 -260.79	0.00	0.00 1,442.55
92868AAB1 VWALT 2022-A A2	564,972.18 3.02	08/03/2023 10/21/2024	0.00 06/14/2022	4,531.90 10.12	0.00	0.00 4,542.02
92348KAL7 VZMT 2022-1 A	250,000.00 1.04	07/20/2023 01/20/2027	0.00 12/29/2022	14.44 82.41	0.00	0.00 96.85
92348AAA3 VZOT 2019-C A1A	15,709.28 1.94	01/21/2023 04/22/2024	0.00 03/25/2021	228.25 -257.38	0.00	0.00 -29.13
92348AAA3 VZOT 2019-C A1A	13,963.80 1.94	01/21/2023 04/22/2024	0.00 12/20/2021	202.89 -154.92	0.00	0.00 47.97
98162VAD1 WOART 2019-B A3	0.00 2.59	11/15/2022 07/15/2024	0.00 02/03/2022	197.86 -105.53	0.00	0.00 92.33

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# Income Detail

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/Accretion Income	Net Realized Gain/Loss	Base Expense, Base Net Income
98163WACO WOART 2020-B A3	360,495.97 0.63	05/22/2023 05/15/2025	0.00 10/14/2022	540.18 3,360.33	0.00	0.00 3,900.51
---	<b>44,289,576.50</b>	<b>07/12/2023</b>	<b>-153,488.20</b>	<b>203,268.63</b>	<b>0.00</b>	<b>-10,471.01</b>
---	2.07	10/13/2023	---	71,173.62		263,971.25

\* Weighted by: Ending Base Market Value + Accrued. \* Holdings Displayed by: Lot.

# Balance Sheet Classification

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

CE

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
94975P405 ALLSPRING:GOVT MM I	2,237,281.80 1.0000	12/31/2022 4.04	12/31/2022	AAA Cash	4.04 4.04	2,237,281.80 2,237,281.80 0.00	2,237,281.80 0.00 2,237,281.80
CCYUSD Cash	6,354.15 1.0000	12/31/2022 0.00	12/31/2022	AAA Cash	0.00 0.00	6,354.15 6,354.15 0.00	6,354.15 0.00 6,354.15
CCYUSD Receivable	9,927.30 1.0000	12/31/2022 0.00	12/31/2022	AAA Cash	0.00 0.00	9,927.30 9,927.30 0.00	9,927.30 0.00 9,927.30
313384BX6 FEDERAL HOME LOAN BANKS	1,500,000.00 99.4733	02/15/2023 0.00	02/15/2023	A-1+ Agency	4.31 4.24	1,491,500.00 1,492,031.25 68.98	1,492,100.24 0.00 1,492,100.24
4820P3P31 Jupiter Securitization Company LLC	1,000,000.00 99.5751	02/03/2023 0.00	02/03/2023	A-1+ Financial	4.47 4.39	992,177.78 995,966.67 -215.67	995,751.00 0.00 995,751.00
544647GE4 LOS ANGELES CALIF UNI SCH DIST	450,000.00 100.0000	01/01/2023 4.50	01/01/2023	AAA Municipal	4.50 4.53	450,000.00 450,000.00 0.00	450,000.00 2,193.75 452,193.75
38346MN67 Gotham Funding Corporation	1,000,000.00 99.9163	01/06/2023 0.00	01/06/2023	A-1+ Financial	4.23 4.31	993,846.11 999,419.44 -256.44	999,163.00 0.00 999,163.00
---	6,203,563.25	01/18/2023	01/18/2023	AAA	4.23	6,181,087.14	6,190,577.49
---	63.7650	1.79		---	4.21	6,190,980.61 -403.13	2,193.75 6,192,771.24

ST

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
46625HJH4 JPMORGAN CHASE & CO	700,000.00 99.9229	01/25/2023 3.20	01/25/2023	AA- Financial	0.91 4.25	715,533.00 701,050.12 -1,589.50	699,460.62 9,706.67 709,167.29
61746BDJ2 MORGAN STANLEY	600,000.00 99.7947	02/25/2023 3.75	02/25/2023	A+ Financial	2.52 4.86	605,430.00 601,078.16 -2,309.74	598,768.42 7,875.00 606,643.42
037833AK6 APPLE INC	300,000.00 99.1992	05/03/2023 2.40	05/03/2023	AAA Industrial	0.84 4.76	305,952.00 301,554.91 -3,957.42	297,597.49 1,160.00 298,757.49
3137B2HN3 FHMS K-028 A2	214,729.50 99.6877	02/25/2023 3.11	01/25/2023	AAA Mortgage Backed	2.88 4.56	213,798.45 214,364.15 -305.15	214,059.01 556.69 214,615.69

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# Balance Sheet Classification

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
14912L5X5 CATERPILLAR FINANCIAL SERVICES CORP	700,000.00 98.9889	11/24/2023 3.75	11/24/2023	A Industrial	4.89 4.91	692,454.00 693,088.12 -166.10	692,922.01 2,697.92 695,619.93
91412GWZ4 UNIVERSITY CALIF REVS	1,000,000.00 99.4170	05/15/2023 2.91	05/15/2023	AA Municipal	3.00 4.41	999,260.00 999,678.05 -5,508.05	994,170.00 3,717.06 997,887.06
30231GAR3 EXXON MOBIL CORP	390,000.00 99.6936	03/01/2023 2.73	03/01/2023	AA Industrial	1.27 4.51	394,910.10 390,000.00 -1,194.97	388,805.03 3,543.80 392,348.83
808513AT2 CHARLES SCHWAB CORP	700,000.00 99.8714	01/25/2023 2.65	01/25/2023	A Financial	2.65 4.46	713,608.00 700,000.00 -900.46	699,099.54 8,038.33 707,137.87
4581XODA3 INTER-AMERICAN DEVELOPMENT BANK	1,000,000.00 99.9255	01/18/2023 2.50	01/18/2023	AAA Government	0.16 3.95	1,034,360.00 1,001,083.71 -1,828.54	999,255.17 11,319.44 1,010,574.61
313384ET2003 FEDERAL HOME LOAN BANKS	1,000,000.00 98.6491	04/23/2023 0.00	04/23/2023	A-1+ Agency	2.86 4.32	976,355.56 991,260.14 -4,769.44	986,490.70 0.00 986,490.70
427866AZ1 HERSHEY CO	600,000.00 99.4879	05/15/2023 3.38	05/15/2023	A+ Industrial	1.20 4.75	615,240.00 603,703.18 -6,776.05	596,927.13 2,587.50 599,514.63
798135H51 SAN JOSE CALIF	500,000.00 98.3940	09/01/2023 2.30	09/01/2023	AAA Municipal	4.86 4.81	490,875.00 491,726.21 243.79	491,970.00 3,833.33 495,803.33
06406RAM9 BANK OF NEW YORK MELLON CORP	650,000.00 99.7852	01/27/2023 1.85	01/27/2023	AA- Financial	0.24 4.69	668,447.00 650,028.51 -1,424.98	648,603.53 5,144.03 653,747.56
161571HP2 CHAIT 2020-1 A	500,000.00 99.8891	01/15/2023 1.53	01/14/2023	AAA Asset Backed	3.21 4.23	496,621.09 499,588.65 -143.25	499,445.40 340.00 499,785.40
69371RQ90 PACCAR FINANCIAL CORP	700,000.00 97.1840	08/11/2023 0.35	08/11/2023	A+ Industrial	4.82 5.07	676,473.00 681,478.74 -1,190.74	680,288.00 952.78 681,240.78
735000TK7 PORT OAKLAND CALIF REV	800,000.00 98.6830	05/01/2023 0.82	05/01/2023	A+ Municipal	2.10 4.85	789,088.00 796,693.33 -7,229.33	789,464.00 1,094.67 790,558.67
797686EK4 SAN FRANCISCO CALIF MUN TRANSN AGY REV	835,000.00 99.3030	03/01/2023 0.25	03/01/2023	AA- Municipal	0.25 4.44	835,000.00 835,000.00 -5,819.95	829,180.05 693.05 829,873.10
63743HEV0 NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	500,000.00 99.9593	02/16/2023 4.71	02/16/2023	A Financial	4.71 5.02	499,735.00 499,980.28 -183.65	499,796.63 3,008.44 502,805.06
63743HEV0 NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	250,000.00 99.9593	02/16/2023 4.71	02/16/2023	A Financial	4.71 5.02	249,870.00 249,990.05 -91.74	249,898.31 1,504.22 251,402.53

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# Balance Sheet Classification

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
3133EMVP4 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 98.7166	04/13/2023 0.13	04/13/2023	AAA Agency	2.07 4.67	981,536.00 994,649.64 -7,483.57	987,166.07 270.83 987,436.90
459058JV6 INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	500,000.00 98.6548	04/20/2023 0.13	04/20/2023	AAA Government	0.19 4.59	499,350.00 499,897.91 -6,624.16	493,273.75 124.25 493,398.00
341081GD3 FLORIDA POWER & LIGHT CO	600,000.00 99.8326	05/10/2023 4.20	05/10/2023	A+ Utility	4.19 5.38	600,000.00 600,000.00 -1,004.68	598,995.32 3,628.27 602,623.59
678858BW0 OKLAHOMA GAS AND ELECTRIC CO	490,000.00 98.2179	05/26/2023 0.55	05/26/2023	A Utility	0.55 5.03	490,000.00 490,000.00 -8,732.28	481,267.72 263.44 481,531.17
67066GAK0 NVIDIA CORP	600,000.00 98.0082	06/15/2023 0.31	06/15/2023	A Industrial	0.31 4.75	600,000.00 600,000.00 -11,951.09	588,048.91 82.40 588,131.31
45950KCW8 INTERNATIONAL FINANCE CORP	700,000.00 99.9759	06/30/2023 4.39	06/30/2023	AAA Government	4.44 4.92	700,000.00 700,000.00 -168.75	699,831.25 170.72 700,001.97
757696AP4 REDONDO BEACH CALIF CMNTY FING AUTH LEASE REV	325,000.00 98.6160	05/01/2023 0.41	05/01/2023	AA Municipal	0.42 4.60	325,000.00 325,000.00 -4,498.00	320,502.00 224.79 320,726.79
630362EN7 NAPA VY CALIF UNI SCH DIST	400,000.00 97.5900	08/01/2023 0.34	08/01/2023	AA- Municipal	0.34 4.54	400,000.00 400,000.00 -9,640.00	390,360.00 566.67 390,926.67
675383TH6 OCEANSIDE CALIF UNI SCH DIST	300,000.00 97.6130	08/01/2023 0.38	08/01/2023	AA- Municipal	0.38 4.54	300,000.00 300,000.00 -7,161.00	292,839.00 475.00 293,314.00
612574EQ2 MONTEREY PENINSULA CALIF CMNTY COLLEGE DIST	700,000.00 97.9840	08/01/2023 1.20	08/01/2023	AA Municipal	0.29 4.72	712,243.00 703,676.37 -17,788.37	685,888.00 3,500.00 689,388.00
3133EM4P4 FEDERAL FARM CREDIT BANKS FUNDING CORP	750,000.00 98.8110	04/14/2023 0.15	04/14/2023	AAA Agency	0.18 4.32	749,613.01 749,930.19 -8,847.82	741,082.37 240.63 741,323.00
38122NC26 GOLDEN ST TOB SECURITIZATION CORP CALIF TOB SETTLE	700,000.00 98.5480	06/01/2023 1.34	06/01/2023	A Municipal	5.20 4.90	687,596.00 689,046.76 789.24	689,836.00 779.92 690,615.92
3130AQF57 FEDERAL HOME LOAN BANKS	500,000.00 95.9649	12/22/2023 0.63	12/22/2023	AAA Agency	0.74 4.90	498,895.00 499,462.64 -19,638.15	479,824.48 78.13 479,902.61
801747AB2 SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	275,000.00 98.2190	08/01/2023 1.64	08/01/2023	AA Municipal	1.64 4.75	275,000.00 275,000.00 -4,897.75	270,102.25 1,878.02 271,980.27
313312GN4 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 98.0865	06/06/2023 0.00	06/06/2023	A-1+ Agency	3.48 4.50	973,800.42 985,245.00 -4,379.95	980,865.05 0.00 980,865.05

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# Balance Sheet Classification

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
54438CYY2 LOS ANGELES CALIF CMNTY COLLEGE DIST	500,000.00 99.9630	02/01/2023 3.80	02/01/2023	AAA Municipal	3.80 4.24	500,000.00 500,000.00 -185.00	499,815.00 4,855.56 504,670.56
419792L53 HAWAII ST	640,000.00 100.1450	04/01/2023 5.00	04/01/2023	AA+ Municipal	4.64 4.47	640,934.40 640,560.64 367.36	640,928.00 5,244.44 646,172.44
92512MRH4 Versailles Commercial Paper LLC	1,000,000.00 98.5852	04/17/2023 0.00	04/17/2023	A-1+ Financial	4.84 4.78	985,486.11 986,013.89 -161.89	985,852.00 0.00 985,852.00
---	22,919,729.50	05/03/2023	05/03/2023	AA	2.40	22,892,464.14	22,682,678.23
---	98.9763	1.80	---	---	4.63	22,839,829.36 -157,151.13	90,155.98 22,772,834.21

## LT

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
09247XAL5 BLACKROCK INC	500,000.00 98.3979	03/18/2024 3.50	03/18/2024	AA- Financial	2.59 4.87	507,990.00 505,342.78 -13,353.20	491,989.59 5,006.94 496,996.53
3130A0XE5 FEDERAL HOME LOAN BANKS	1,000,000.00 98.2146	03/08/2024 3.25	03/08/2024	AAA Agency	4.34 4.81	984,870.00 987,573.84 -5,427.57	982,146.27 10,201.39 992,347.66
17325FAS7 CITIBANK NA	600,000.00 98.6167	01/23/2024 3.65	01/23/2024	AA- Financial	3.53 5.00	600,924.00 600,678.24 -8,978.29	591,699.95 9,611.67 601,311.61
86787EBC0 TRUIST BANK	600,000.00 97.6593	04/01/2024 3.20	04/01/2024	A+ Financial	3.17 5.15	600,356.40 600,232.32 -14,276.31	585,956.01 4,800.00 590,756.01
92348AAA3 VZOT 2019-C A1A	15,709.28 99.8248	04/22/2024 1.94	01/21/2023	AAA Asset Backed	0.14 5.16	15,990.33 15,729.44 -47.68	15,681.76 9.31 15,691.07
92348AAA3 VZOT 2019-C A1A	13,963.80 99.8248	04/22/2024 1.94	01/21/2023	AAA Asset Backed	0.72 5.16	14,067.44 13,975.94 -36.59	13,939.34 8.28 13,947.62
36258NAC6 GMCAR 2020-1 A3	75,732.11 99.3851	09/16/2024 1.84	02/20/2023	AAA Asset Backed	0.26 6.52	77,107.71 76,001.08 -734.60	75,266.47 58.06 75,324.54
98163WACO WOART 2020-B A3	360,495.97 98.2710	05/15/2025 0.63	05/22/2023	AAA Asset Backed	4.22 5.14	353,004.42 354,214.71 48.21	354,262.93 100.94 354,363.87
47787NAC3 JDOT 2020-B A3	303,716.35 98.4638	11/15/2024 0.51	05/04/2023	AAA Asset Backed	0.19 5.15	304,582.42 304,080.79 -5,030.22	299,050.57 68.84 299,119.41

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# Balance Sheet Classification

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
05591RAC8 BMWLT 2021-1 A3	196,461.79 99.1917	01/25/2024 0.29	03/14/2023	AAA Asset Backed	2.08 4.38	194,458.80 195,829.27 -955.48	194,873.79 9.50 194,883.29
06051GJX8 BANK OF AMERICA CORP	500,000.00 99.0340	05/28/2024 4.96	05/28/2024	AA- Financial	5.04 6.12	500,000.00 500,000.00 -4,830.00	495,170.00 2,343.84 497,513.84
06051GJX8 BANK OF AMERICA CORP	150,000.00 99.0340	05/28/2024 4.96	05/28/2024	AA- Financial	4.77 6.12	150,372.00 150,093.16 -1,542.16	148,551.00 703.15 149,254.15
89190GAB3 TAOT 2021-B A2	12,908.18 99.8235	01/16/2024 0.14	01/14/2023	AAA Asset Backed	0.14 4.43	12,907.95 12,908.18 -22.77	12,885.40 0.80 12,886.21
03066RAB1 AMCAR 2021-2 A2	13,025.43 99.7899	11/18/2024 0.26	01/18/2023	AAA Asset Backed	0.39 4.52	13,024.97 13,025.42 -27.36	12,998.06 1.22 12,999.28
58769KAC8 MBALT 2021-B A2	47,000.52 99.7491	01/16/2024 0.22	01/21/2023	AAA Asset Backed	0.23 4.52	46,996.58 47,000.22 -117.61	46,882.62 4.60 46,887.21
44934KAB0 HART 2021-B A2	90,344.99 99.5844	05/15/2024 0.24	02/01/2023	AAA Asset Backed	0.43 5.03	90,336.80 90,343.99 -374.45	89,969.54 9.64 89,979.18
89236TJN6 TOYOTA MOTOR CREDIT CORP	700,000.00 93.1021	09/13/2024 0.63	09/13/2024	A+ Industrial	4.85 4.90	647,801.00 652,539.42 -824.41	651,715.00 1,312.50 653,027.50
345329AB2 FORDL 2021-B A2	79,720.30 99.6922	04/15/2024 0.24	02/01/2023	AAA Asset Backed	0.24 3.71	79,719.56 79,720.23 -245.34	79,474.89 8.50 79,483.40
80285VAC3 SDART 2021-4 A3	203,002.17 99.5498	08/15/2025 0.51	02/05/2023	AAA Asset Backed	3.61 5.01	200,765.98 202,202.98 -114.81	202,088.17 46.01 202,134.19
14044CAB8 COPAR 2021-1 A2	473,320.37 98.8064	02/18/2025 0.32	04/01/2023	AAA Asset Backed	3.04 5.28	467,403.87 469,781.36 -2,110.54	467,670.82 67.32 467,738.14
65480DAC7 NALT 2021-A A3	355,000.00 97.6873	08/15/2024 0.52	06/20/2023	AAA Asset Backed	2.29 5.55	349,536.33 352,492.57 -5,702.51	346,790.06 82.04 346,872.10
65480DAC7 NALT 2021-A A3	300,000.00 97.6873	08/15/2024 0.52	06/20/2023	AAA Asset Backed	3.99 5.55	292,242.19 295,880.67 -2,818.65	293,062.02 69.33 293,131.35
43815GAB5 HAROT 2021-4 A2	303,045.34 98.7518	05/21/2024 0.39	03/28/2023	AAA Asset Backed	0.39 5.69	303,037.40 303,042.70 -3,779.97	299,262.73 32.83 299,295.56
92348KAL7 VZMT 2022-1 A	250,000.00 97.8045	01/20/2027 1.04	07/20/2023	AAA Asset Backed	5.13 3.56	244,423.83 244,506.24 4.94	244,511.17 79.44 244,590.62

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

# Balance Sheet Classification

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
14317CAB8 CARMX 2022-1 A2	259,653.40 98.7115	02/18/2025 0.91	04/30/2023	AAA Asset Backed	0.92 4.94	259,638.65 259,647.05 -3,339.18	256,307.87 105.02 256,412.89
14317CAB8 CARMX 2022-1 A2	259,653.40 98.7115	02/18/2025 0.91	04/30/2023	AAA Asset Backed	3.42 4.94	256,712.02 257,462.28 -1,154.41	256,307.87 105.02 256,412.89
91282CDV0 UNITED STATES TREASURY	1,000,000.00 95.9648	01/31/2024 0.88	01/31/2024	AAA Government	1.03 4.73	996,914.06 998,330.21 -38,682.21	959,648.00 3,661.68 963,309.68
89239KAC5 TAOT 2022-A A3	500,000.00 94.8397	06/15/2026 1.23	04/11/2024	AAA Asset Backed	3.81 5.50	477,871.09 481,809.63 -7,611.18	474,198.45 273.33 474,471.78
91282CEG2 UNITED STATES TREASURY	1,000,000.00 97.0547	03/31/2024 2.25	03/31/2024	AAA Government	3.43 4.69	981,953.13 985,818.09 -15,271.09	970,547.00 5,748.63 976,295.63
34528LAB1 FORDL 2022-A A2A	138,335.61 98.9237	10/15/2024 2.78	06/13/2023	AAA Asset Backed	2.80 5.26	138,333.03 138,334.38 -1,487.69	136,846.70 170.92 137,017.62
34528LAD7 FORDL 2022-A A3	500,000.00 98.0315	05/15/2025 3.51	02/05/2024	AAA Asset Backed	5.73 5.14	488,046.88 488,808.83 1,348.72	490,157.55 717.78 490,875.33
92868AAB1 VWALT 2022-A A2	564,972.18 98.6118	10/21/2024 3.02	08/03/2023	AAA Asset Backed	3.05 5.49	564,928.23 564,944.17 -7,814.71	557,129.47 521.34 557,650.81
03065WAB1 AMCAR 2022-2 A2A	440,222.54 99.3399	12/18/2025 4.20	07/16/2023	AAA Asset Backed	4.25 5.51	440,189.21 440,198.87 -2,882.20	437,316.67 667.67 437,984.34
91282CFA4 UNITED STATES TREASURY	500,000.00 97.5742	07/31/2024 3.00	07/31/2024	AAA Government	3.27 4.60	497,421.88 497,936.79 -10,065.79	487,871.00 6,277.17 494,148.17
380130AB0 GMALT 2022-3 A2A	410,000.00 99.1995	10/21/2024 4.01	08/21/2023	AAA Asset Backed	4.05 5.36	409,969.58 409,978.09 -3,260.09	406,717.99 502.36 407,220.35
3133ENJ84 FEDERAL FARM CREDIT BANKS FUNDING CORP	500,000.00 97.9632	08/26/2024 3.38	08/26/2024	AAA Agency	4.88 4.67	487,055.00 488,190.87 1,625.16	489,816.03 5,859.38 495,675.40
91324PEM0 UNITEDHEALTH GROUP INC	700,000.00 100.4720	10/15/2024 5.00	10/15/2024	A+ Industrial	5.02 4.72	699,692.00 699,719.88 3,583.86	703,303.75 6,125.00 709,428.75
438516CH7 HONEYWELL INTERNATIONAL INC	750,000.00 100.3642	11/01/2024 4.85	11/01/2024	A Industrial	4.86 4.64	749,872.50 749,882.98 2,848.40	752,731.38 5,961.46 758,692.84
44933DAB7 HART 2022-C A2A	500,000.00 100.2050	11/17/2025 5.35	11/28/2023	AAA Asset Backed	5.42 5.17	499,969.05 499,971.59 1,053.61	501,025.20 1,188.89 502,214.09

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

# Balance Sheet Classification

US Dollar

01 October 2022 to 31 December 2022

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
---	15,166,283.75	10/06/2024	01/09/2024	AA+	3.55	15,000,486.28	14,875,823.10
---	98.1148	2.59		---	5.03	15,028,229.25 -152,406.15	72,521.82 14,948,344.91

## Summary

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
---	44,289,576.50	10/13/2023	07/12/2023	AA+	3.05	44,074,037.56	43,749,078.81
---	93.7175	2.07		---	4.71	44,059,039.22 -309,960.41	164,871.55 43,913,950.36

\* Grouped by: BS Class 2. \* Groups Sorted by: BS Class 2. \* Weighted by: Base Market Value + Accrued, except Book Yield by Base Book Value + Accrued. \* Holdings Displayed by: Lot.



**Account Statement - Transaction Summary**

For the Month Ending **October 31, 2022**

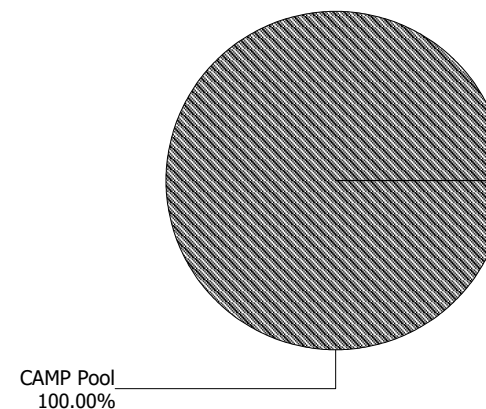
Contra Costa County - Liquidity Fund - 4017-001

<b>CAMP Pool</b>	
Opening Market Value	183,680,466.27
Purchases	75,442,632.81
Redemptions	(80,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$179,123,099.08</b>
Cash Dividends and Income	442,632.81

<b>Asset Summary</b>		
	<b>October 31, 2022</b>	<b>September 30, 2022</b>
<b>CAMP Pool</b>	179,123,099.08	183,680,466.27
<b>Total</b>	<b>\$179,123,099.08</b>	<b>\$183,680,466.27</b>

<b>Asset Allocation</b>	
CAMP Pool	100.00%





## Account Statement

For the Month Ending **October 31, 2022**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>183,680,466.27</b>
10/05/22	10/05/22	Purchase - Incoming Wires	1.00	20,000,000.00	203,680,466.27
10/07/22	10/07/22	Redemption - Outgoing Wires	1.00	(80,000,000.00)	123,680,466.27
10/11/22	10/11/22	Purchase - Incoming Wires	1.00	25,000,000.00	148,680,466.27
10/19/22	10/19/22	Purchase - Incoming Wires	1.00	30,000,000.00	178,680,466.27
10/31/22	11/01/22	Accrual Income Div Reinvestment - Distributions	1.00	442,632.81	179,123,099.08
<b>Closing Balance</b>					<b>179,123,099.08</b>

	Month of October	Fiscal YTD January-October
<b>Opening Balance</b>	183,680,466.27	361,739,859.91
<b>Purchases</b>	75,442,632.81	422,383,239.17
<b>Redemptions (Excl. Checks)</b>	(80,000,000.00)	(605,000,000.00)
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>179,123,099.08</b>	<b>179,123,099.08</b>
<b>Cash Dividends and Income</b>	442,632.81	2,383,239.17

<b>Closing Balance</b>	179,123,099.08
<b>Average Monthly Balance</b>	166,114,099.59
<b>Monthly Distribution Yield</b>	3.14%





**Account Statement - Transaction Summary**

For the Month Ending **November 30, 2022**

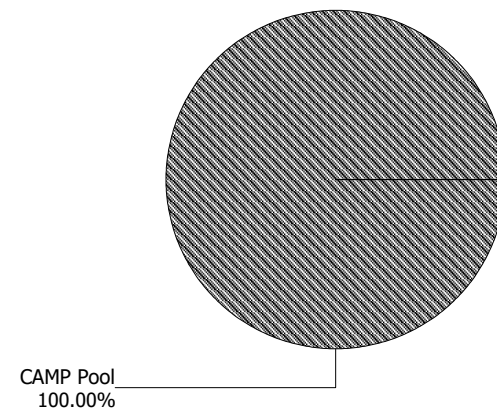
**Contra Costa County - Liquidity Fund - 4017-001**

<b>CAMP Pool</b>	
Opening Market Value	179,123,099.08
Purchases	30,608,396.59
Redemptions	(45,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$164,731,495.67</b>
Cash Dividends and Income	608,396.59

<b>Asset Summary</b>		
	<b>November 30, 2022</b>	<b>October 31, 2022</b>
<b>CAMP Pool</b>	164,731,495.67	179,123,099.08
<b>Total</b>	<b>\$164,731,495.67</b>	<b>\$179,123,099.08</b>

<b>Asset Allocation</b>	
CAMP Pool	100.00%





## Account Statement

For the Month Ending **November 30, 2022**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>179,123,099.08</b>
11/01/22	11/01/22	Purchase - Incoming Wires	1.00	15,000,000.00	194,123,099.08
11/04/22	11/04/22	Purchase - Incoming Wires	1.00	15,000,000.00	209,123,099.08
11/17/22	11/17/22	Redemption - Outgoing Wires	1.00	(20,000,000.00)	189,123,099.08
11/21/22	11/21/22	Redemption - Outgoing Wires	1.00	(25,000,000.00)	164,123,099.08
11/30/22	12/01/22	Accrual Income Div Reinvestment - Distributions	1.00	608,396.59	164,731,495.67
<b>Closing Balance</b>					<b>164,731,495.67</b>

	Month of November	Fiscal YTD January-November
<b>Opening Balance</b>	179,123,099.08	361,739,859.91
<b>Purchases</b>	30,608,396.59	452,991,635.76
<b>Redemptions (Excl. Checks)</b>	(45,000,000.00)	(650,000,000.00)
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>164,731,495.67</b>	<b>164,731,495.67</b>
<b>Cash Dividends and Income</b>	608,396.59	2,991,635.76

<b>Closing Balance</b>	164,731,495.67
<b>Average Monthly Balance</b>	189,976,712.30
<b>Monthly Distribution Yield</b>	3.90%



**Account Statement - Transaction Summary**

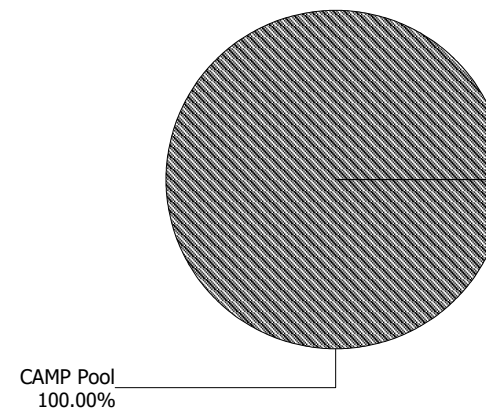
For the Month Ending **December 31, 2022**

Contra Costa County - Liquidity Fund - 4017-001

<b>CAMP Pool</b>	
Opening Market Value	164,731,495.67
Purchases	255,089,968.47
Redemptions	(100,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$319,821,464.14</b>
Cash Dividends and Income	1,089,968.47

<b>Asset Summary</b>	<b>December 31, 2022</b>	<b>November 30, 2022</b>
<b>CAMP Pool</b>	319,821,464.14	164,731,495.67
<b>Total</b>	<b>\$319,821,464.14</b>	<b>\$164,731,495.67</b>

<b>Asset Allocation</b>	
CAMP Pool	100.00%





## Account Statement

For the Month Ending **December 31, 2022**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>164,731,495.67</b>
12/07/22	12/07/22	Purchase - Incoming Wires	1.00	25,000,000.00	189,731,495.67
12/09/22	12/09/22	Purchase - Incoming Wires	1.00	60,000,000.00	249,731,495.67
12/12/22	12/12/22	Purchase - Incoming Wires	1.00	99,000,000.00	348,731,495.67
12/13/22	12/13/22	Purchase - Incoming Wires	1.00	70,000,000.00	418,731,495.67
12/19/22	12/19/22	Redemption - Outgoing Wires	1.00	(50,000,000.00)	368,731,495.67
12/20/22	12/20/22	Redemption - Outgoing Wires	1.00	(50,000,000.00)	318,731,495.67
12/30/22	01/03/23	Accrual Income Div Reinvestment - Distributions	1.00	1,089,968.47	319,821,464.14

### Closing Balance

**319,821,464.14**

	Month of December	Fiscal YTD January-December		
<b>Opening Balance</b>	164,731,495.67	361,739,859.91	<b>Closing Balance</b>	319,821,464.14
<b>Purchases</b>	255,089,968.47	708,081,604.23	<b>Average Monthly Balance</b>	295,930,848.47
<b>Redemptions (Excl. Checks)</b>	(100,000,000.00)	(750,000,000.00)	<b>Monthly Distribution Yield</b>	4.30%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>319,821,464.14</b>	<b>319,821,464.14</b>		
<b>Cash Dividends and Income</b>	1,089,968.47	4,081,604.23		



Account Information

<b>Account Number</b>	<b>Account Name</b>
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Summary of Income Cash

<b>Ending Balance Last Accounting Period 30-Sep-22</b>		\$	-
<b>Receipts For This Period</b>			
Cash Dividends	26,433.82		
Interest On Bonds	-		
From Other Sources	-		26,433.82
<b>Disbursements For This Period</b>			
Purchases	-		
For Other Purposes	-26,433.82		-26,433.82
<b>Ending Balance This Accounting Period 31-Dec-22</b>		\$	-

Summary of Principal Cash

<b>Ending Balance Last Accounting Period 30-Sep-22</b>		\$	-
<b>Receipts For This Period</b>			
Sales and Maturities	7,400,000.00		
From Other Sources	26,433.82		7,426,433.82
<b>Disbursements For This Period</b>			
Purchases	-52,867.64		
For Other Purposes	-3,700,000.00		-3,752,867.64
<b>Ending Balance This Accounting Period 31-Dec-22</b>		\$	3,673,566.18

Summary of Investments

<b>Ending Balance Last Accounting Period 30-Sep-22</b>		\$	5,845,094.94
Assets Purchased or Otherwise Acquired			26,433.82
Assets Sold or Otherwise Disposed of			-3,700,000.00
<b>Ending Balance This Accounting Period 31-Dec-22</b>		\$	2,171,528.76
<b>Market Value of Account</b>		\$	2,171,528.76



Account Information

Account Number	Account Name
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Schedule of Transactions - By Entry Date

Transactions	Income Cash	Principal Cash	Principal Investments	Invested Income
Ending Balance Last Statement Period 30-Sep-22	\$ -	-	5,845,094.94	-
03-Oct-22				
DIVIDEND EARNED ON FEDERATED INSTITUTIONAL TAX FREE SHARE ON 0.0000 SHARES DUE 9/30/2022 DIVIDEND FROM 9/1/22 TO 9/30/22	7,106.71	-	-	-
04-Oct-22				
CASH DISBURSEMENT TRANSFER TO PRINCIPAL	-7,106.71	-	-	-
CASH RECEIPT TRANSFER FROM INCOME	-	7,106.71	-	-
PURCHASE of Asset 60934N666 FEDERATED INSTITUTIONAL TAX FREE	-	-7,106.71	-	-
PURCHASED SHARES OF FEDERATED INSTITUTIONAL TAX FREE 7,106.71 SHARES AT 1.00 USD	-	-7,106.71	7,106.71	-
25-Oct-22				
CASH DISBURSEMENT PAID TO W CONTRA COSTA HLTH CARE DIST WIRE TRANSFER WIRE TO WELLS FARGO BANK	-	-100,000.00	-	-
SELL of Asset 60934N666 FEDERATED INSTITUTIONAL TAX FREE	-	100,000.00	-	-
SOLD SHARES OF FEDERATED INSTITUTIONAL TAX FREE 100,000 SHARES AT 1.00 USD	-	100,000.00	-100,000.00	-
01-Nov-22				
DIVIDEND EARNED ON FEDERATED INSTITUTIONAL TAX FREE SHARE ON 0.0000 SHARES DUE 10/31/2022 DIVIDEND FROM 10/1/22 TO 10/31/22	10,966.33	-	-	-
02-Nov-22				
CASH DISBURSEMENT TRANSFER TO PRINCIPAL	-10,966.33	-	-	-



Account Information

Account Number	Account Name
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Schedule of Transactions - By Entry Date

Transactions	Income Cash	Principal Cash	Principal Investments	Invested Income
CASH RECEIPT TRANSFER FROM INCOME	-	10,966.33	-	-
PURCHASE of Asset 60934N666 FEDERATED INSTITUTIONAL TAX FREE	-	-10,966.33	-	-
PURCHASED SHARES OF FEDERATED INSTITUTIONAL TAX FREE 10,966.33 SHARES AT 1.00 USD	-	-10,966.33	10,966.33	-
21-Nov-22				
CASH DISBURSEMENT PAID TO W CONTRA COSTA HLTH CARE DIST WIRE TRANSFER WIRE TO WELLS FARGO BANK	-	-100,000.00	-	-
SELL of Asset 60934N666 FEDERATED INSTITUTIONAL TAX FREE	-	100,000.00	-	-
SOLD SHARES OF FEDERATED INSTITUTIONAL TAX FREE 100,000 SHARES AT 1.00 USD	-	100,000.00	-100,000.00	-
01-Dec-22				
CASH DISBURSEMENT PAID TO W CONTRA COSTA HLTH CARE DIST WIRE TRANSFER WIRE TO WELLS FARGO BANK	-	-1,300,000.00	-	-
DIVIDEND EARNED ON FEDERATED INSTITUTIONAL TAX FREE SHARE ON 0.0000 SHARES DUE 11/30/2022 DIVIDEND FROM 11/1/22 TO 11/30/22	8,360.78	-	-	-
SELL of Asset 60934N666 FEDERATED INSTITUTIONAL TAX FREE	-	1,300,000.00	-	-
SOLD SHARES OF FEDERATED INSTITUTIONAL TAX FREE 1,300,000 SHARES AT 1.00 USD	-	1,300,000.00	-1,300,000.00	-
02-Dec-22				
CASH DISBURSEMENT TRANSFER TO PRINCIPAL	-8,360.78	-	-	-
CASH RECEIPT TRANSFER FROM INCOME	-	8,360.78	-	-
PURCHASE of Asset 60934N666 FEDERATED INSTITUTIONAL TAX FREE	-	-8,360.78	-	-



Account Information

Account Number	Account Name
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Schedule of Transactions - By Entry Date

Transactions	Income Cash	Principal Cash	Principal Investments	Invested Income
27-Dec-22 PURCHASED SHARES OF FEDERATED INSTITUTIONAL TAX FREE 8,360.78 SHARES AT 1.00 USD	-	-8,360.78	8,360.78	-
CASH DISBURSEMENT PAID TO W CONTRA COSTA HLTH CARE DIST WIRE TRANSFER WIRE TO WELLS FARGO BANK	-	-2,200,000.00	-	-
SELL of Asset 60934N666 FEDERATED INSTITUTIONAL TAX FREE	-	2,200,000.00	-	-
SOLD SHARES OF FEDERATED INSTITUTIONAL TAX FREE 2,200,000 SHARES AT 1.00 USD	-	2,200,000.00	-2,200,000.00	-
<b>Ending Balance This Statement Period 31-Dec-22</b>	\$ -	<b>3,673,566.18</b>	<b>2,171,528.76</b>	-





Account Information

<b>Account Number</b>	<b>Account Name</b>
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Schedule of Assets as of December 31, 2022

Cusip	Asset Name	Shares	Book Value	Market Value	Est Income	Yield
<b>CASH</b>						
	Principal Cash		-	-	-	-
	Income Cash		-	-	-	-
	<b>CASH Total</b>		-	-	-	-
<b>MUTUAL FUNDS/MONEY MARKETS</b>						
60934N666	FEDERATED INSTITUTIONAL TAX FREE CASH TRUST PREMIER SHARES #73	2,171,528.76	2,171,528.76	2,171,528.76	76,630.93	3.53
	<b>MUTUAL FUNDS/MONEY MARKETS Total</b>		<b>2,171,528.76</b>	<b>2,171,528.76</b>	<b>76,630.93</b>	<b>3.53</b>
	<b>229842000 Total</b>		<b>2,171,528.76</b>	<b>2,171,528.76</b>	<b>76,630.93</b>	<b>3.53</b>

## **SECTION III**

### **APPENDIX**

#### **B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES**

##### **B. 7. EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (EBRCS)**

**EBRCS TRANSACTIONS\***

as of  
**December 31, 2022**  
**FY 2022-2023**

FUND	BALANCE @	TJ/Date	TJ/Date	TJ/Date	TJ/Date	TJ/Date	TJ/Date	BALANCE @
NUMBER	09/30/22							12/31/22
100300	1,059,410.99							1,059,410.99
<b>TOTALS</b>	1,059,410.99	0.00	0.00	0.00	0.00	0.00	0.00	1,059,410.99

\* East Bay Regional Communications System Authority

# EXHIBITS

Note: All exhibits are prepared for information only. The exhibits are unaudited but due diligence was utilized in its preparation. The information in the exhibits may be updated and is subject to change without notice. Changes will be reflected in the next reports.

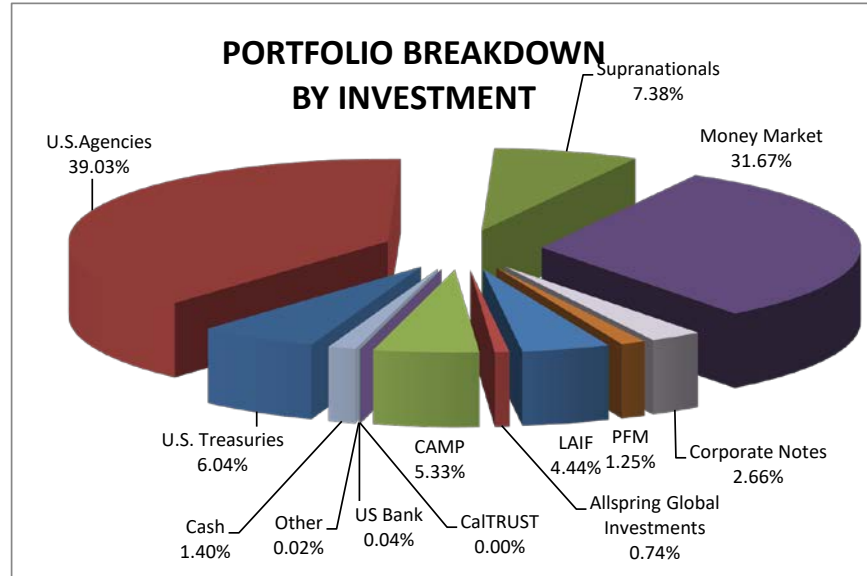
# CONTRA COSTA COUNTY Portfolio Summary Report 12/31/2022

### Portfolio Characteristics

Par <sup>*2</sup>	\$5,999,789,533.56
Cost <sup>*2</sup>	\$5,969,553,770.04
Market Value <sup>*2</sup>	\$5,880,279,431.77
Weighted Yield to Maturity <sup>*1</sup>	3.70%
Weighted Average Days to Maturity <sup>*1</sup>	261 days
Weighted Duration <sup>*1</sup>	0.66 yr

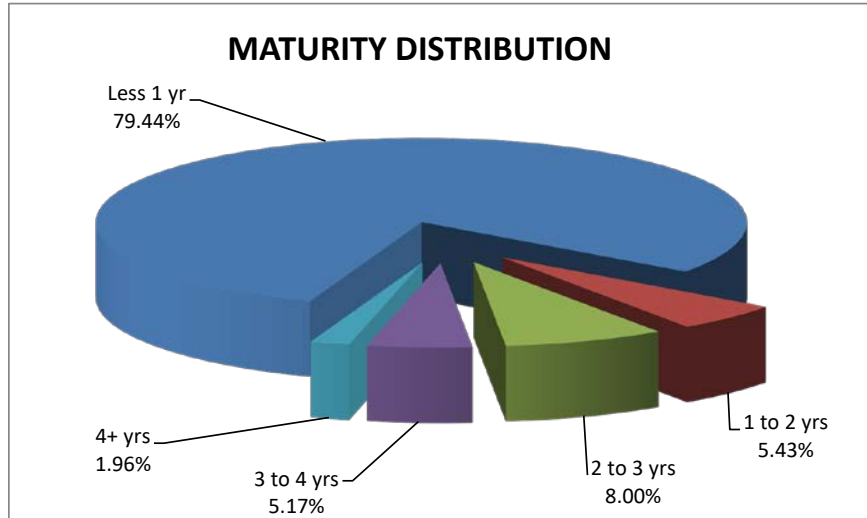
### Portfolio Breakdown by Investment

Investments	Par Value	Percent of Total
U.S. Treasuries	\$362,500,000.00	6.04%
U.S.Agencies	2,341,788,000.00	39.03%
Supranationals	443,000,000.00	7.38%
Money Market	1,900,003,404.12	31.67%
Corporate Notes	159,445,000.00	2.66%
PFM	74,986,727.85	1.25%
LAIF	266,672,444.70	4.44%
Allspring Global Investments	44,289,576.50	0.74%
CAMP	319,821,464.14	5.33%
CalTRUST	0.00	0.00%
US Bank	2,171,528.76	0.04%
Other	1,059,410.99	0.02%
Cash	84,051,976.50	1.40%
TOTAL <sup>*2</sup>	\$5,999,789,533.56	100.00%



### Maturity Distribution

Time	Par Value	Percent of Total
Less 1 yr	\$4,766,438,951.89	79.44%
1 to 2 yrs	325,721,556.17	5.43%
2 to 3 yrs	479,957,615.22	8.00%
3 to 4 yrs	309,901,999.29	5.17%
4+ yrs	117,769,410.99	1.96%
TOTAL <sup>*2</sup>	\$5,999,789,533.56	100.00%



\*1. Does not include EBRCB Bond

\*2. Does not include the Futuris Public Entity Trust and Benefit Trust ST Fund of the Contra Costa Community College District Retirement Board of Authority

\*3 May or may not total to 100% due to rounding

**CONTRA COSTA COUNTY INVESTMENT POOL  
PERFORMANCE SUMMARY**

12/31/2022

	<u>PAR</u> (\$)	<sup>3</sup> <u>PERCENT OF</u> <u>PORTFOLIO</u> (%)	<u>YTM</u> (%)	<u>WEIGHTED</u> <u>AVERAGE DAYS TO</u> <u>MATURITY AT</u> <u>END-OF-QUARTER</u> (day)	<u>DURATION</u> (year)	
<b>A. Investments Managed by Treasurer's Office<sup>1</sup></b>	\$5,206,736,404.12	86.80%	3.8000%	289	0.73	<sup>2</sup>
<b>B. Investments Managed by Outside Contractors<sup>3</sup></b>						
1. PFM	\$74,986,727.85	1.25%	1.7550%	713	1.60	<sup>2</sup>
2. Local Agency Investment Fund	\$266,672,444.70	4.45%	1.9800%	1	0.00	
3. Allspring Global Investments	\$44,289,576.50	0.74%	4.7080%	286	0.48	<sup>4</sup>
4. CAMP	\$319,821,464.14	5.33%	4.3000%	<sup>5</sup> 0	0.00	
5. CalTRUST Liquidity Fund	\$0.00	0.00%	N/A	0	0.00	
6. US Bank (Federated Tax Free Cash Fund)	\$2,171,528.76	0.04%	3.5300%	0	0.00	
<b>C. Cash</b>	\$84,051,976.50	1.40%	1.55%	<sup>6</sup> 0	0.00	

<sup>3</sup>Yield to Maturity on Portfolio at End-of-Quarter = 3.70%

<sup>3</sup>Weighted Average Days to Maturity on Portfolio at End-of-Quarter = 261

<sup>3</sup>Weighted Duration (yr) at End-of-Quarter = 0.66

1. Excludes the funds managed by PFM.
2. Data is provided by SymPro.
3. Excludes: EBRCS Bonds, Futuris Public Entity Trust, Benefit Trust ST Fund, etc.
4. Data provided by Allspring Global Investments.
5. Monthly Distribution Yield as of the quarter end.
6. Wells Fargo Bank Average Earnings Credit Rate on Investable Balance for the quarter.

LAIF is subject to a one day call of principal provision. CAMP, CalTRUST Liquidity Fund and Federated provide a same day liquidity provision.

## CONTRA COSTA COUNTY INVESTMENT POOL

TYPE	12/31/22	9/30/22	CHANGE IN VALUE	
	PAR VALUE	PAR VALUE	FROM PREV. QTR.	% CHANGE
<b>A. Investments Managed by Treasurer's Office</b>				
1. U.S. Treasuries (STRIPS, Bills, Notes)	\$362,500,000.00	\$136,787,062.18	\$225,712,937.82	165.01%
2. U.S. Agencies				
Federal Home Loan Banks	\$1,501,932,000.00	\$576,951,525.79	924,980,474.21	160.32%
Federal National Mortgage Association	\$302,000,000.00	\$140,930,079.85	161,069,920.15	114.29%
Federal Farm Credit Banks	\$307,856,000.00	\$227,712,877.51	80,143,122.49	35.19%
Federal Home Loan Mortgage Corporation	230,000,000.00	169,984,618.81	60,015,381.19	35.31%
Subtotal	\$2,341,788,000.00	\$1,115,579,101.96	1,226,208,898.04	109.92%
3. Supranationals	\$443,000,000.00	\$444,074,524.99	(1,074,524.99)	-0.24%
4. Money Market Instruments				
Commercial Paper	\$1,465,000,000.00	\$1,299,148,914.27	165,851,085.73	12.77%
Negotiable Certificates of Deposit	\$435,000,000.00	\$779,998,501.82	(344,998,501.82)	-44.23%
Time Deposit	3,404.12	3,404.12	0.00	0.00%
Subtotal	\$1,900,003,404.12	\$2,079,150,820.21	(179,147,416.09)	-8.62%
5. Corporate Notes	\$159,445,000.00	\$158,913,365.44	531,634.56	0.33%
<b>TOTAL (Section A)</b>	<b>5,206,736,404.12</b>	<b>3,934,504,874.78</b>	<b>1,272,231,529.34</b>	<b>32.34%</b>
<b>B. Investments Managed by Outside Contractors</b>				
1. PFM	\$74,986,727.85	\$75,778,887.09	(792,159.24)	-1.05%
2. Local Agency Investment Fund	\$266,672,444.70	\$232,010,259.99	34,662,184.71	14.94%
3. Allspring Global Investments	\$44,289,576.50	\$44,086,724.87	202,851.63	0.46%
4. CAMP	\$319,821,464.14	\$183,680,466.27	136,140,997.87	74.12%
5. CalTRUST (Liquidity Fund)	\$0.00		0.00	0.00%
6. US Bank (Federated Tax Free Cash)	\$2,171,528.76	\$5,845,094.94	(3,673,566.18)	-62.85%
7. Other				
a. EBRCS Bond	\$1,059,410.99	\$1,059,410.99	0.00	0.00%
<b>TOTAL (Section B)</b>	<b>709,001,152.94</b>	<b>542,460,844.15</b>	<b>166,540,308.79</b>	<b>30.70%</b>
<b>C. Cash</b>	<b>\$84,051,976.50</b>	<b>\$65,979,690.17</b>	<b>18,072,286.33</b>	<b>27.39%</b>
<b>* GRAND TOTAL (FOR A , B, &amp; C)</b>	<b>\$5,999,789,533.56</b>	<b>\$4,542,945,409.10</b>	<b>\$1,456,844,124.46</b>	<b>32.07%</b>

\* Excludes the Futuris Public Entity Trust of the Contra Costa Community College District Retirement Board of Authority

**CONTRA COSTA INVESTMENT POOL  
INVESTMENTS MANAGED BY TREASURER'S OFFICE  
QUARTERLY COUPON RATES, YIELD TO MATURITY**

Exhibit IV

Fiscal Year		Quarter Ending			
		September	December	March	June
2022/23	Coupon Rate	2.2940%	3.5060%		
	Yield to Maturity	2.3550%	3.8000%		
2021/22	Coupon Rate	0.3742%	0.3564%	0.6910%	1.3180%
	Yield to Maturity	0.3980%	0.3660%	0.7050%	1.3470%
2020/21	Coupon Rate	0.7116%	0.4549%	0.3662%	0.3549%
	Yield to Maturity	0.7690%	0.4830%	0.3900%	0.3730%
2019/20	Coupon Rate	2.1446%	1.8751%	1.5587%	0.8110%
	Yield to Maturity	2.2526%	1.9332%	1.6138%	0.8553%
2018/19	Coupon Rate	2.0195%	2.4143%	2.3996%	2.3203%
	Yield to Maturity	2.0983%	2.4912%	2.4951%	2.4161%
2017/18	Coupon Rate	1.3142%	1.3991%	1.6907%	1.9356%
	Yield to Maturity	1.3307%	1.4333%	1.7091%	1.9758%
2016/17	Coupon Rate	1.0063%	1.0436%	1.1392%	1.2330%
	Yield to Maturity	0.9760%	1.0418%	1.1420%	1.2552%
2015/16	Coupon Rate	0.6433%	0.7270%	0.8556%	0.9341%
	Yield to Maturity	0.5859%	0.6955%	0.8251%	0.9043%
2014/15	Coupon Rate	0.5437%	0.4624%	0.4912%	0.5309%
	Yield to Maturity	0.4605%	0.4185%	0.4379%	0.4894%
2013/14	Coupon Rate	0.6331%	0.4843%	0.4686%	0.4802%
	Yield to Maturity	0.4645%	0.3709%	0.3680%	0.3877%

Source: Beginning 1/2022, all data is calculated by SymPro. Prior data was calculated by APSII.  
Yield to Maturity: YTM 365 Equiv. provided by SymPro.  
Excludes funds managed by PFM beginning 9/2018



**CONTRA COSTA INVESTMENT POOL**

Exhibit IV (a)

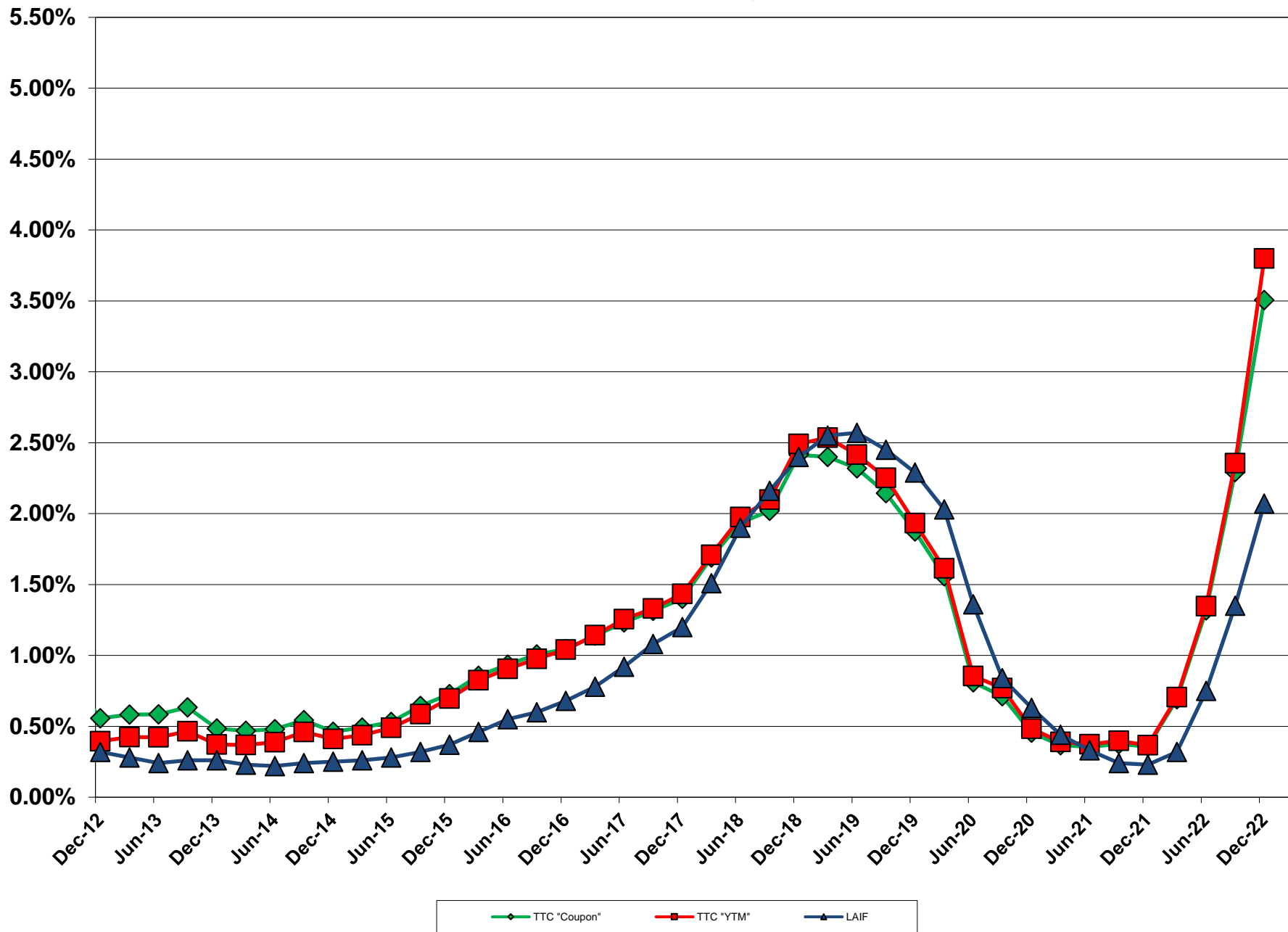
**INVESTMENTS MANAGED BY OUTSIDE CONTRACTOR**

**LAIF QUARTERLY APPORTIONMENT RATES**

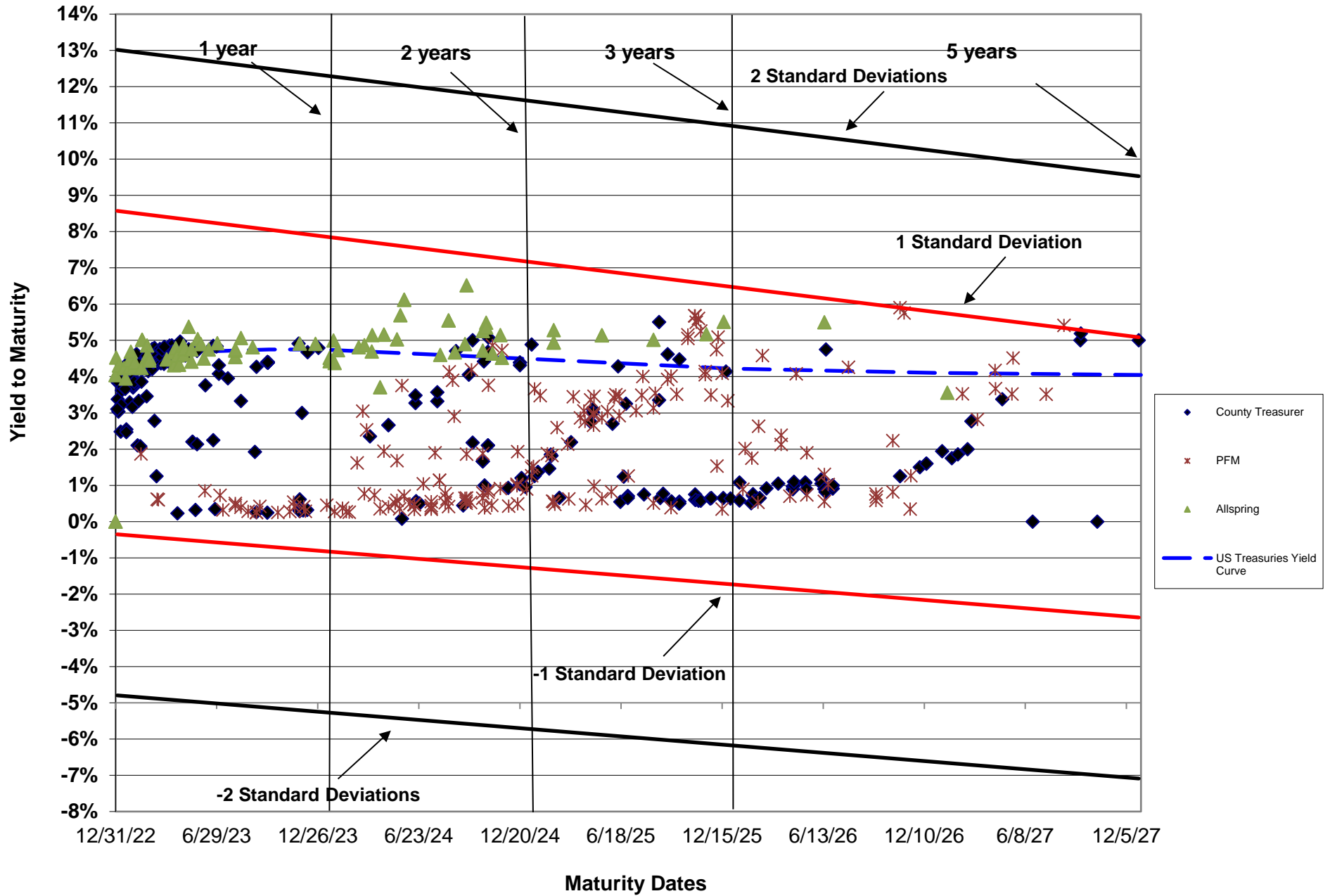
<b>Fiscal Year</b>		<b>Quarter Ending</b>			
		<b>September</b>	<b>December</b>	<b>March</b>	<b>June</b>
2022/23	Apportionment Rate	1.35%	2.07%		
2021/22	Apportionment Rate	0.24%	0.23%	0.32%	0.75%
2020/21	Apportionment Rate	0.84%	0.63%	0.44%	0.33%
2019/20	Apportionment Rate	2.45%	2.29%	2.03%	1.36%
2018/19	Apportionment Rate	2.16%	2.40%	2.55%	2.57%
2017/18	Apportionment Rate	1.08%	1.20%	1.51%	1.90%
2016/17	Apportionment Rate	0.60%	0.68%	0.78%	0.92%
2015/16	Apportionment Rate	0.32%	0.37%	0.46%	0.55%
2014/15	Apportionment Rate	0.24%	0.25%	0.26%	0.28%
2013/14	Apportionment Rate	0.26%	0.26%	0.23%	0.22%
2012/13	Apportionment Rate	0.35%	0.32%	0.28%	0.24%

# Contra Costa County Investment Pool

as of December 31, 2022



### Risk Assessment as of 12/31/22



## **Risk Assessment**

(Securities Greater Than or Less Than Two Standard Deviations)

As of December 31, 2022

**No reported security**

**CONTRA COSTA COUNTY INVESTMENT POOL**

**AVERAGE INFORMATION**  
**October 1, 2022 through December 31, 2022**

	<b>AVERAGE DAILY BALANCE (PAR)</b>	<b>PERCENT OF PORTFOLIO</b>	<b>AVERAGE YTM</b>	<b>AVERAGE DAYS TO MATURITY AS A PERCENT OF PORTFOLIO</b>	<b>AVERAGE DAYS TO MATURITY FOR THE QUARTER</b>
<b>A. Investments Managed by Treasurer's Office<sup>1</sup></b>	\$4,432,542,854.36	87.24%	3.2890%	269.85	309
<b>B. Investments Managed by Outside Contractors<sup>2</sup></b>					
1. PFM	\$75,238,720.80	1.48%	1.6417%	10.71	723
2. Local Agency Investment Fund <sup>3</sup>	\$239,184,268.70	4.71%	1.9840%	0.05	1
3. Allspring Global Investments	\$44,161,112.44	0.87%	4.7507%	2.61	301
4. CAMP <sup>4</sup>	\$198,535,186.65	3.91%	3.7800%	0.00	0
5. CalTRUST Liquidity Fund <sup>4</sup>	\$0.00	0.00%	0.0000%	0.00	0
6. US Bank <sup>4</sup>	\$5,141,227.16	0.10%	2.3600%	0.00	0
<b>C. Cash<sup>5</sup></b>	\$86,198,172.55	1.70%	1.4870%	0.00	0
<b>Total</b>	<u>\$5,081,001,542.66</u>	100.00%			
			* Weighted Average YTM of Portfolio =	<u>3.20%</u>	<u>283</u>

Notes:

1. Excludes the funds managed by PFM.
2. Excludes: Section B.7.a (EBRCS Bond) of the Investment Pool Summary and Futuris Public Entity Trust.
3. LAIF is subject to a one day call of principal provision
4. CAMP, CalTRUST Liquidity Fund, and US Bank Federated Tax-Free Fund provide a same day liquidity provision. Investments in CAMP commenced in March 2020.
5. The average of Investable Balances and the average of Earnings Allowance Rates of all four banks, WFB, BofA, Bank of the West, and Mechanics.

**CONTRA COSTA COUNTY INVESTMENT POOL  
SUMMARY OF POOL RATES AND BENCHMARKS  
AS OF DECEMBER 31, 2022**

<b><u>Pool Rates:</u></b>	<u>YTM as of 12/31/22</u>	<u>Quarterly Ave.</u>	<u>Quarterly Average DTM</u>	
Total County Portfolio (w/ Cash)	2.26%	3.20%	298	*1
Investments Managed by Treasurer's Office	2.36%	3.29%	309	
PFM	1.38%	1.64%	723	
Allspring Global Investments	3.93%	4.75%	301	
CAMP	2.61%	3.78%	25	*2
CalTRUST Liquidity Fund	N/A	0.00%	0	*2
US Bank (Federated)	2.39%	2.36%	6	*2
	<u>Quarterly Apportionment Rate</u>	<u>PMIA Ave. Effective Yield</u>		
Local Agency Investment Fund (LAIF)	2.07%	1.98%	287	*2
		10/1/22 - 12/31/22		
	<u>12/31/22</u>	<u>High</u>	<u>Ave.</u>	<u>Low</u>
<b><u>Benchmarks</u></b> <sup>*3:</sup>				
Federal Fund Rates Index <sup>*4</sup>	4.3200%	4.3200%	3.6323%	3.0500%
6-Month Treasury Bill	4.2700%	4.3337%	4.1002%	3.7775%
6-Month SOFR	2.8933%	2.8933%	2.1749%	1.4757%
Fidelity Money Market Fund <sup>*5</sup>	4.1400%			

\*1. Cash is included in the calculation.

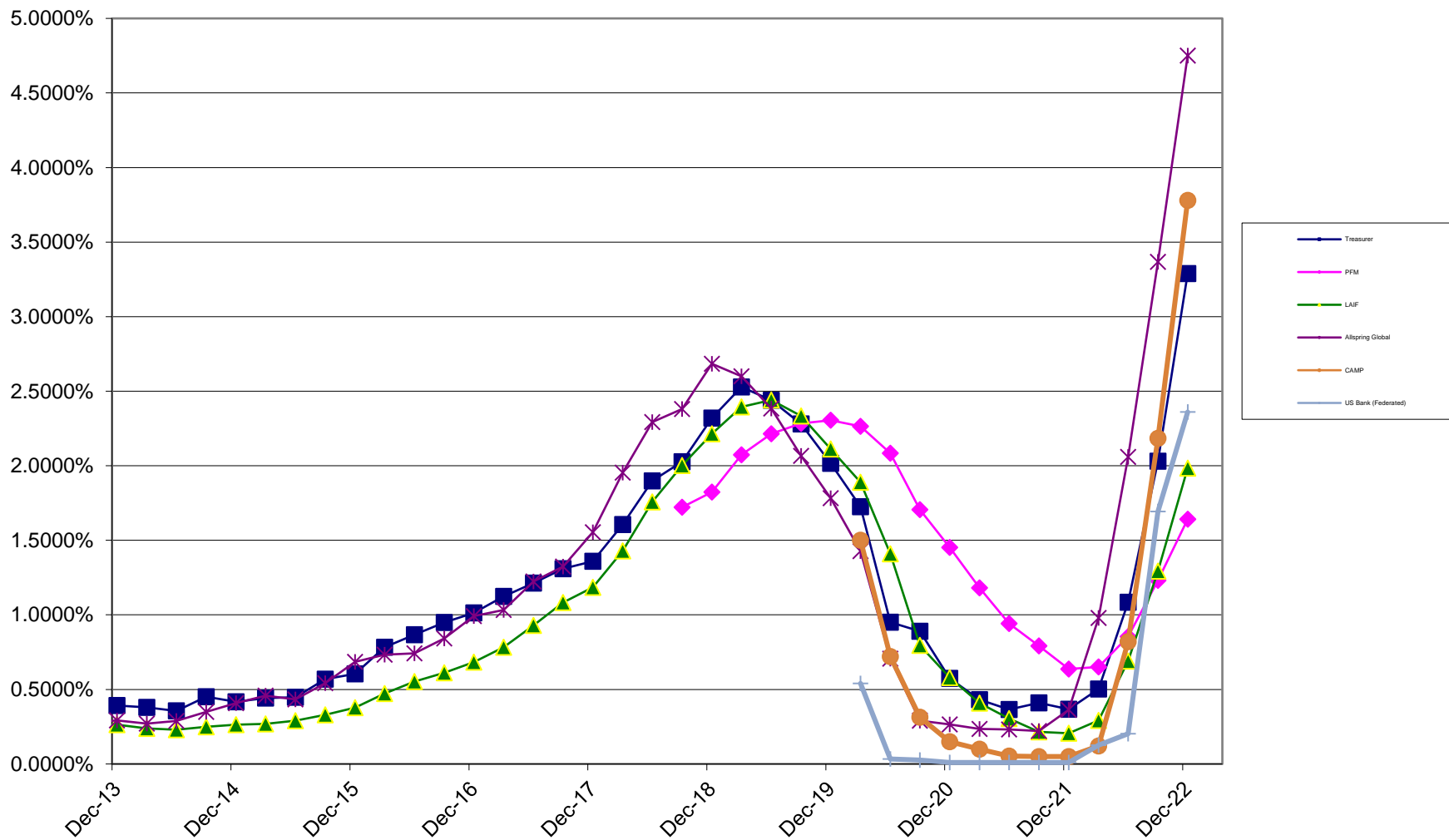
\*2. Average days to maturity with a same-day call of principal provision.

\*3. For reference only.

\*4. The ICAP Fed Funds Rates are posted by the ICAP Fed Funds Desk. These rates are general indications and are determined by using the levels posted to the desk by highly rated large domestic and international banks.

\*5 Ticker SPRXX: 7 day yield as of the quarter end.

### Contra Costa County Investment Pool Average Quarterly YTM as of December 31, 2022



**CONTRA COSTA COUNTY  
TREASURER'S INVESTMENT PORTFOLIO  
STRUCTURED SECURITIES  
December 31, 2022**

Exhibit VI

<u>Description</u>	<u>CUSIP</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>	<u>Par (\$)</u>	<u>Market (\$)</u>	<u>Cost (\$)</u>	<u>Provisions</u>	<u>Fund #</u>
3M COMPANY - CORP	88579YBL4	2/14/2023	1.75	400,000.00	398,545.46	399,947.49	Make-whole call +10bps; Callable on and after 1/14/23	6911
CARMAX - ABS	14315XAC2	12/16/2024	1.89	40,781.94	40,322.22	40,757.42	10% collateral call	6911
TOYOTA MCC - CORP	89236TGT6	2/13/2025	1.80	13,150,000.00	12,365,275.46	13,136,750.94	Make-whole call +10bps until 2/13/25 bullet	8177
CITIBANK NA - CORP	172967MR9	5/15/2024	1.68	250,000.00	246,482.95	250,000.00	Make-whole call +25bps	6911
FHLMC - AGENCY	3134GVV96	6/24/2024	0.50	20,000,000.00	18,857,329.20	20,000,000.00	One time call: 6/24/22	8177
FFCB - AGENCY	3133ELQ49	6/30/2025	0.70	20,000,000.00	18,078,107.00	20,000,000.00	Callable on and after 6/30/21	8177
FNMA - AGENCY	3136G4XK4	6/30/2025	0.65	20,000,000.00	18,199,793.40	20,000,000.00	Quarterly: Last call on 12/30/24	8177
CARMAX - ABS	14315FAD9	3/17/2025	0.62	77,628.76	76,449.31	77,594.48	10% collateral call	6911
FNMA - AGENCY	3136G4S87	8/27/2025	0.65	10,000,000.00	9,038,175.90	10,000,000.00	Quarterly: starts 8/27/21	8177
UNILEVER CAPITAL - CORP	904764BJ5	9/14/2023	0.38	100,000.00	96,778.65	99,970.01	Make-whole call +5bps until 9/14/23 bullet	6911
FFCB - AGENCY	3133EL7K4	9/16/2025	0.55	10,000,000.00	9,020,125.70	10,000,000.00	Callable on and after 9/16/21	8177
FHLMC - AGENCY	3134GWWT9	9/30/2025	0.55	10,000,000.00	8,995,379.10	10,000,000.00	Quarterly: starts 9/30/21	8177
FFCB - AGENCY	3133EL7K4	9/16/2025	0.55	10,000,000.00	9,020,125.70	9,998,911.22	Callable on and after 9/16/21	8177
BANK OF AMERICA - CORP	06051GHF9	3/5/2024	3.55	325,000.00	323,842.07	332,158.47	Make-whole call +15bps; callable on 3/5/23	6911
FHLMC - AGENCY	3134GWUE4	9/30/2025	0.50	10,000,000.00	8,975,404.70	10,000,000.00	Quarterly: starts 9/30/22	8177
BANK OF AMERICA - CORP	06051GJH3	10/24/2024	0.81	250,000.00	239,946.75	250,000.00	Make-whole call +10bps; Callable on and after 10/24/23	6911
CARMAX - ABS	14316HAC6	8/15/2025	0.50	105,043.65	102,122.33	105,009.53	10% collateral call	6911
FHLMC - AGENCY	3134GW3Z7	10/28/2025	0.60	10,000,000.00	8,985,155.80	10,000,000.00	Quarterly: starts 10/28/21	8177
FHLMC - AGENCY	3134GWVC7	9/29/2025	0.50	10,000,000.00	8,976,255.50	10,000,000.00	Quarterly: starts 9/29/22	8177
FNMA - AGENCY	3136G46N8	10/29/2025	0.60	10,000,000.00	8,978,670.60	10,000,000.00	Quarterly: starts 10/29/21	8177
FFCB - AGENCY	3133EMFR8	11/3/2025	0.54	10,000,000.00	8,958,423.70	9,990,631.67	Callable on and after 11/3/22	8177
BRISTOL MYERS SQUI - CORP	110122DT2	11/13/2023	0.54	375,000.00	361,256.67	375,000.00	Callable on and after 11/13/21	6911
FHLMC - AGENCY	3134GXEJ9	11/24/2025	0.64	10,000,000.00	8,969,284.80	10,000,000.00	Quarterly: starts 11/24/21	8177
FHLMC - AGENCY	3134GXFA7	11/26/2025	0.65	10,000,000.00	8,970,469.30	10,000,000.00	Quarterly: starts 11/26/21	8177
FFCB - AGENCY	3133EMHL9	11/30/2023	0.31	10,000,000.00	9,589,586.70	10,000,000.00	Callable on and after 11/30/21	8177
FHLMC - AGENCY	3134GXCA0	11/24/2023	0.32	10,000,000.00	9,592,786.60	9,999,979.95	Quarterly: starts 11/24/21	8177
FNMA - AGENCY	3135GA6I5	12/7/2023	0.32	10,000,000.00	9,584,905.80	10,000,000.00	Quarterly: starts 12/7/21	8177
FNMA - AGENCY	3135G06K4	12/17/2025	0.65	10,000,000.00	8,955,526.90	10,000,000.00	Quarterly: starts 12/17/21	8177
FNMA - AGENCY	3135G06Q1	12/30/2025	0.64	10,000,000.00	8,998,192.40	10,000,000.00	Quarterly: starts 12/30/21	8177
CARMAX - ABS	14316NAC3	12/15/2025	0.34	100,178.89	96,840.19	100,152.21	10% deal call	6911
NATIONAL RURAL - CORP	63743HEU2	2/8/2024	0.35	140,000.00	132,861.05	139,964.49	Make-whole call +5bps until 2/8/24	6911
APPLE INC - CORP	037833EB2	2/8/2026	0.70	10,000,000.00	8,885,117.90	9,996,351.13	Make-whole call +5bps; Callable on and after 1/8/26	8177
APPLE INC - CORP	037833EB2	2/8/2026	0.70	10,000,000.00	8,885,117.90	9,992,056.89	Make-whole call +5bps; Callable on and after 1/8/26	8177
FHLB - AGENCY	3130AKXB7	2/11/2026	0.58	10,000,000.00	8,796,983.00	10,000,000.00	Quarterly: starts 5/11/21	8177
JP MORGAN SECURITIES - CORP	46647PBY1	2/16/2025	0.56	245,000.00	231,124.88	245,000.00	Callable on and after 2/16/24	6911
BMWLT - ABS	05591RAC8	1/25/2024	0.29	56,973.92	56,513.40	56,969.32	5% deal call	6911
CHARLES SCHWAB - CORP	808513BN4	3/18/2024	0.75	245,000.00	232,916.60	244,950.43	Make-whole call +7bps; Callable on and after 2/18/2024	6911
FFCB - AGENCY	3133EMUK6	3/25/2026	1.05	10,000,000.00	8,994,500.30	10,000,000.00	Callable on and after 3/25/22	8177
JP MORGAN SECURITIES - CORP	46647PBS4	9/16/2024	0.65	75,000.00	72,339.92	75,000.00	Callable on and after 9/16/23	6911
CARMAX - ABS	14314QAC8	2/17/2026	0.52	245,625.61	236,367.46	245,570.66	10% collateral call	6911
MORGAN STANLEY - CORP	61772BAA1	4/5/2024	0.73	35,000.00	34,500.45	35,000.00	Make-whole call +10bps; Callable after 4/5/23	6911
FHLB - AGENCY	3130ALX25	4/22/2026	1.00	10,000,000.00	9,032,463.60	10,000,000.00	One time call: 4/22/22	8177
FHLB - AGENCY	3130ALXV1	4/22/2026	1.10	10,000,000.00	8,974,739.70	10,000,000.00	Quarterly: starts 4/22/22	8177
FHLB - AGENCY	3130AM4P4	7/29/2025	0.75	10,000,000.00	9,188,304.00	10,000,000.00	One time call: 4/29/22	8177
CITIBANK NA - CORP	172967MX6	5/1/2025	0.98	160,000.00	149,760.46	160,000.00	Make-whole call +10bps; Callable after 5/1/24	6911
AMAZON - CORP	023135BW5	5/12/2024	0.45	560,000.00	527,658.85	559,628.29	Make-whole call +2.5bps	6911
AMAZON - CORP	023135BX3	5/12/2026	1.00	10,000,000.00	8,867,720.20	9,978,336.56	Make-whole call +5bps; Callable on and after 4/12/26	8177
AMAZON - CORP	023135BX3	5/12/2026	1.00	5,000,000.00	4,433,860.10	4,986,772.57	Make-whole call +5bps; Callable on and after 4/12/26	8177
AMAZON - CORP	023135BX3	5/12/2026	1.00	5,000,000.00	4,433,860.10	4,986,765.21	Make-whole call +5bps; Callable on and after 4/12/26	8177
UNITED HEALTH - CORP	91324PEB4	5/15/2024	0.55	260,000.00	245,401.35	259,875.86	Make-whole call +5bps; Callable on and after 5/15/22	6911
UNITED HEALTH - CORP	91324PEB4	5/15/2024	0.55	260,000.00	245,401.35	259,875.86	Call on and anytime after 5/15/22	6911
ASTRAZENECA - CORP	04636NAC7	5/28/2024	0.70	365,000.00	344,143.67	364,984.58	Make-whole call +10bps; Callable on and after 5/28/22	6911
JP MORGAN SECURITIES - CORP	46647PCH7	6/1/2025	0.82	190,000.00	177,132.58	190,000.00	Make-whole call +7.5bps; Callable after 6/1/24	6911
FHLB - AGENCY	3130AMMY5	6/10/2026	1.05	10,000,000.00	8,924,558.00	10,000,000.00	Quarterly: starts 12/10/21	8177



**CONTRA COSTA COUNTY  
TREASURER'S INVESTMENT PORTFOLIO  
STRUCTURED SECURITIES  
December 31, 2022**

Exhibit VI

<u>Description</u>	<u>CUSIP</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>	<u>Par (\$)</u>	<u>Market (\$)</u>	<u>Cost (\$)</u>	<u>Provisions</u>	<u>Fund #</u>
FFCB - AGENCY	3133EMH21	6/15/2026	0.90	10,000,000.00	8,889,125.20	10,000,000.00	Callable on and after 6/15/22	8177
FHLB - AGENCY	3130AMYJ5	6/30/2026	1.00	10,000,000.00	8,922,727.90	10,000,000.00	Quarterly: starts 6/30/22	8177
FFCB - AGENCY	3133EMP22	6/30/2026	0.91	10,000,000.00	8,863,089.80	10,000,000.00	Callable on and after 6/30/23	8177
FHLB - AGENCY	3130AN2Z2	6/30/2026	1.00	10,000,000.00	8,895,086.20	10,000,000.00	Quarterly: starts 12/30/21	8177
APPLE INC - CORP	037833EB2	2/8/2026	0.70	10,000,000.00	8,885,117.90	9,982,340.17	Make-whole call +5bps; Callable on and after 1/8/26	8177
CARMAX - ABS	14317DAC4	6/15/2026	0.55	475,000.00	451,179.56	474,921.86	10% collateral call	6911
UNILEVER CAPITAL - CORP	904764BN6	8/12/2024	0.63	125,000.00	117,326.44	125,000.00	Make-whole call +5bps until 5/12/22	6911
UNILEVER CAPITAL - CORP	904764BN6	8/12/2024	0.63	125,000.00	117,326.44	125,000.00	Make-whole call +5bps until 8/12/22 Callable afterward	6911
JOHNSON & JOHNS - CORP	478160CN2	9/1/2025	0.55	15,295,000.00	13,805,189.61	15,208,812.94	Make-whole call +5bps; Callable on and after 8/1/25	8177
AMERICAN HONDA FINANCE - CORP	02665WDY4	8/9/2024	0.75	255,000.00	238,482.99	254,907.35	Make-whole call +7.5bps until 8/9/24	6911
CATERPILLAR FINL - CORP	14913R2P1	9/13/2024	0.60	370,000.00	345,307.37	369,714.59	Make-whole call +22bps until 9/13/24	6911
BANK OF NY MELLON - CORP	06406RAX5	10/25/2024	0.85	355,000.00	330,067.42	354,860.27	Callable on and after 9/25/24	6911
FHLB - AGENCY	3130APDQ5	10/28/2026	1.25	10,000,000.00	8,894,002.30	10,000,000.00	Quarterly: starts 1/28/22	8177
AMERICAN EXPRESS - CORP	025816CG2	7/30/2024	2.50	325,000.00	312,685.61	331,846.24	Callable on and after 6/30/24	6911
AMERICAN EXPRESS - CORP	025816CG2	7/30/2024	2.50	100,000.00	96,210.96	102,106.54	Callable on and after 6/30/24	6911
TARGET CORP - CORP	87612EBD7	7/1/2024	3.50	250,000.00	244,960.20	259,073.39	Make-whole call +15bps until 7/1/24	6911
FHLB - AGENCY	3130APW43	12/2/2026	1.50	10,000,000.00	8,956,864.60	10,000,000.00	Quarterly: starts 3/2/2022	8711
BANK OF AMERICA - CORP	06051GKE8	12/6/2025	1.53	500,000.00	461,442.18	500,000.00	Make-whole call +15bps until 12/6/24 Quarterly call after	6911
FFCB - AGENCY	3133ENHC7	12/14/2026	1.60	10,000,000.00	8,999,694.00	10,000,000.00	Callable on and after 3/14/22	8177
FFCB - AGENCY	3133ENHC7	12/14/2026	1.60	10,000,000.00	8,999,694.00	10,000,000.00	Callable on and after 3/14/22	8177
FHLB - AGENCY	3130AQB7	12/23/2024	1.20	10,000,000.00	9,333,031.10	10,000,000.00	Quarterly: starts 3/23/22	8177
FHLB - AGENCY	3130AQ5X7	12/30/2024	1.15	10,000,000.00	9,319,354.00	10,000,000.00	Quarterly: starts 3/30/22	8177
FHLB - AGENCY	3130AQ6G4	10/18/2024	1.00	10,000,000.00	9,346,336.90	10,000,000.00	One time call: 1/18/2023	8177
AMERICAN HONDA FINANCE - CORP	02665WEA5	1/13/2025	1.50	300,000.00	280,715.27	299,839.37	Make-whole call +7.5bps	6911
CITIGROUP INC - CORP	17327CAN3	1/25/2026	2.01	85,000.00	78,828.41	85,000.00	Make-whole call +12bps until 1/25/25 then quarterly call	6911
FHLB - AGENCY	3130AQJH7	1/28/2027	1.75	10,000,000.00	9,008,001.20	10,000,000.00	Monthly: starts 2/28/22	8177
FFCB - AGENCY	3133ENNG1	2/8/2027	1.86	10,000,000.00	9,120,498.30	10,000,000.00	Callable on and after 2/8/23	8177
FHLB - AGENCY	3130AQRH8	2/25/2027	2.00	10,000,000.00	9,082,095.30	10,000,000.00	Quarterly: starts 5/25/22	8177
STATE STREET CORP - CORP	857477BR3	2/6/2026	1.75	150,000.00	139,689.44	150,000.00	Callable on and after 2/6/25	6911
STATE STREET CORP - CORP	857477BM4	3/30/2026	2.90	75,000.00	71,297.29	76,790.50	Callable on and after 3/30/25	6911
NATIONAL RURAL - CORP	63743HF1	2/7/2025	1.88	105,000.00	98,528.72	104,997.79	Make-whole call +10bps	6911
MORGAN STANLEY - CORP	61747YEM3	2/18/2026	2.63	450,000.00	422,940.16	450,000.00	Make-whole call +15bps until 2/18/25; call anytime after 1/18/26	6911
STATE STREET CORP - CORP	857477BM4	3/30/2026	2.90	400,000.00	380,252.24	406,368.60	Callable on and after 3/30/25	6911
JP MORGAN SECURITIES - CORP	46647PCV6	2/24/2025	2.60	400,000.00	376,326.60	400,000.00	Make-whole call +15bps until 2/24/25; call anytime after 1/24/26	6911
FHLB - AGENCY	3130AR2H3	3/4/2027	2.77	10,000,000.00	9,322,460.80	10,000,000.00	Monthly: starts 4/4/22	8177
FHLB - AGENCY	3130ARB42	3/14/2023	1.25	10,000,000.00	9,934,968.90	10,000,000.00	Monthly: starts 4/14/22	8177
FFCB - AGENCY	3133ENSK7	3/21/2025	2.19	10,000,000.00	9,480,439.30	10,000,000.00	Callable on and after 3/21/23	8177
FHLMC - AGENCY	3134GXPZ1	9/27/2024	2.20	10,000,000.00	9,566,942.20	10,000,000.00	Monthly: starts 4/27/22	8177
HOME DEPOT - CORP	437076CM2	4/15/2025	2.70	60,000.00	57,519.34	59,921.13	Make-whole call +10bps until 3/15/25; call anytime after 3/15/25	6911
AMAZON - CORP	023135CE4	4/13/2025	3.00	145,000.00	140,021.88	144,824.53	Make-whole call +5bps until 4/13/25 bullet	6911
BANK OF NY MELLON - CORP	06406RBC0	4/25/2025	3.35	750,000.00	726,708.74	749,918.84	Callable on and after 3/25/25	6911
JP MORGAN SECURITIES - CORP	46647PCZ7	4/26/2026	4.08	225,000.00	218,870.33	225,000.00	Make-whole call +20bps until 4/26/25; call anytime afterward	6911
FHLB - AGENCY	3130ARPD7	4/28/2027	3.38	9,900,000.00	9,386,293.85	9,900,000.00	Quarterly: starts 4/28/23	8177
FHLMC - AGENCY	3134GXR55	4/29/2025	3.10	10,000,000.00	9,724,514.80	10,000,000.00	Quarterly: starts 7/29/22	8177
CINTAS CORP - CORP	17252MAP5	5/1/2025	3.45	160,000.00	154,920.40	159,972.57	Make-whole call +15bps until 4/1/25; call anytime afterward	6911
NATIONAL RURAL - CORP	63743HF1	6/15/2025	3.45	70,000.00	67,575.51	69,985.10	Make-whole call +15bps until 6/15/25 bullet	6911
FHLB - AGENCY	3130ASAA7	6/23/2023	2.24	20,000,000.00	19,746,275.40	19,999,202.06	One time call: 5/23/23	8177
FHLMC - AGENCY	3134GXTW4	11/28/2023	3.00	10,000,000.00	9,836,411.00	10,000,000.00	Monthly: starts 8/28/22	8177
FHLMC - AGENCY	3134GXXS7	6/27/2025	3.25	10,000,000.00	9,689,856.50	10,000,000.00	Semi Annually: starts 6/27/22	8177
FHLB - AGENCY	3130ASN47	7/26/2024	3.32	10,000,000.00	9,759,118.60	10,000,000.00	One time call: 7/26/23	8177
IBM - CORP	459200KS9	7/27/2025	4.00	540,000.00	530,831.25	540,000.00	Make-whole call +12.5bps until 7/27/25 bullet	6911
TRUIST FINANCIAL - CORP	89788MAH5	7/28/2026	4.26	235,000.00	231,090.58	235,000.00	Make-whole call +20bps until 7/28/25 call anytime afterward	6911
FHLB - AGENCY	3130ASQR3	7/26/2024	3.57	10,000,000.00	9,793,082.00	10,000,000.00	One time call: 7/26/23	8177

**CONTRA COSTA COUNTY  
TREASURER'S INVESTMENT PORTFOLIO  
STRUCTURED SECURITIES  
December 31, 2022**

Exhibit VI

<u>Description</u>	<u>CUSIP</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>	<u>Par (\$)</u>	<u>Market (\$)</u>	<u>Cost (\$)</u>	<u>Provisions</u>	<u>Fund #</u>
COLGATE-PALMOLIVE - CORP	194162AM5	8/15/2025	3.10	120,000.00	116,347.84	119,904.04	Make-whole call +5bps until 8/15/25 bullet	6911
WALMART INC - CORP	931142EW9	9/9/2025	3.90	285,000.00	280,672.96	284,821.19	Make-whole call +10bps until 9/9/25 bullet	6911
HOME DEPOT - CORP	437076CR1	9/15/2025	4.00	75,000.00	74,095.56	74,975.56	Make-whole call +7.5bps until 8/15/25 call anytime afterward	6911
FHLMC - AGENCY	3134GX2E3	9/20/2024	4.05	10,000,000.00	9,893,399.70	10,000,000.00	Quarterly call: starts 3/20/23	8177
FHLB - AGENCY	3130AT3P0	9/14/2027	5.00	10,000,000.00	9,922,195.00	10,000,000.00	Monthly call: starts 10/14/22	8177
WALMART INC - CORP	931142EW9	9/9/2025	3.90	11,000,000.00	10,856,824.62	10,827,749.41	Make-whole call +10bps until 9/9/25 bullet	8177
LOCKHEED MARTIN CORP	539830BU2	10/15/2025	4.95	120,000.00	120,962.81	119,679.39	Make-whole call +10bps until 9/15/25 call anytime afterward	6911
FHLMC - AGENCY	3134GX4M3	10/25/2024	5.08	10,000,000.00	9,978,319.60	10,000,000.00	Quarterly call: starts 1/25/23	8177
UNITED HEALTH - CORP	91324PEN8	10/15/2025	5.15	80,000.00	80,982.17	79,993.23	Make-whole call +12.5bps until 10/15/25 bullet	6911
PNC FINANCIAL SERVICES - CORP	693475BH7	10/28/2025	5.67	240,000.00	242,669.23	240,000.00	Annual call: starts 10/28/24	6911
TRUIST FINANCIAL - CORP	89788MAJ1	10/28/2026	5.90	250,000.00	255,800.98	250,000.00	Make-whole call +25bps until 10/28/25	6911
CARMAX - ABS	14318UAD3	8/16/2027	5.34	380,000.00	383,915.60	379,910.89	10% collateral call	6911
NATIONAL RURAL - CORP	63743HFF4	10/30/2025	5.45	70,000.00	70,899.07	69,911.50	Make-whole call +15bps	6911
HONEYWELL INTERNATIONAL - CORP	438516CH7	11/1/2024	4.85	325,000.00	326,183.60	324,949.28	Make-whole call +10bps until 11/1/24 bullet	6911
STATE STREET CORP - CORP	857477BX0	11/4/2026	5.75	105,000.00	107,575.86	105,000.00	One time call: 11/4/25	6911
COMCAST - CORP	20030NDZ1	11/7/2025	5.25	100,000.00	101,428.26	99,974.35	Make-whole call +15bps until 11/7/25 bullet	6911
TEXAS INSTRUMENTS INC - CORP	882508BR4	11/18/2024	4.70	80,000.00	80,285.63	79,966.15	Make-whole call +7.5bps until 11/18/24 bullet	6911
FHLMC - AGENCY	3134GY2W1	8/25/2025	5.50	10,000,000.00	10,043,732.00	10,000,000.00	Quarterly call: starts 8/25/23	8177
LINDE INC CT - CORP	53522KAB9	12/5/2025	4.70	530,000.00	531,106.05	529,441.38	Make-whole call: +10bps until 11/5/25 call anytime afterward	6911
FHLMC - AGENCY	3134GY6L1	6/18/2026	4.75	15,000,000.00	15,009,100.35	15,000,000.00	One time call: 6/20/24	8177
FHLMC - AGENCY	3134GY6M9	6/21/2027	4.80	15,000,000.00	15,006,190.20	15,000,000.00	One time call: 6/21/24	8177
FHLMC - AGENCY	3134GYA69	9/27/2024	5.00	10,000,000.00	10,010,658.10	10,000,000.00	One time call: 9/27/23	8177
IBRD - SUPRA	45906M3M1	12/27/2027	5.00	10,000,000.00	10,000,000.00	10,000,000.00	Annual call: starts 6/27/24	8177
				<b>733,996,232.77</b>	<b>682,839,629.86</b>	<b>733,665,645.45</b>		

**CONTRA COSTA COUNTY  
ALLSPRING GLOBAL INVESTMENTS  
STRUCTURED SECURITIES  
December 31, 2022**

<u>DESCRIPTION</u>	<u>CUSIP</u>	<u>MATURITY DATE</u>	<u>PAR</u> (\$)	<u>MARKET</u> (\$)	<u>COST</u> (\$)	<u>PROVISIONS</u>
AMCAR 2021-2 A2	03066RAB1	11/18/2024	13,025.43	12,999.28	13,024.97	10% collateral call
AMCAR 2022-2 A2A	03065WAB1	12/18/2025	440,222.54	437,984.34	440,189.21	10% collateral call
APPLE INC	037833AK6	5/3/2023	300,000.00	298,757.49	305,952.00	Make-whole call +15bps until 5/3/23
BANK OF AMERICA CORP	06051GJX8	5/28/2024	500,000.00	497,513.84	500,000.00	Float quarterly: LIBOR +43bps; Callable annually
BANK OF NEW YORK MELLON CORP	06406RAM9	1/27/2023	650,000.00	653,747.56	668,447.00	Callable on and after 1/2/23
BLACKROCK INC	09247XAL5	3/18/2024	500,000.00	496,996.53	507,990.00	Make-whole call +15bps until 3/18/24 bullet
BMWLT 2021-1 A3	05591RAC8	1/25/2024	196,461.79	194,883.29	194,458.80	5% deal call
CARMX 2022-1 A2	14317CAB8	2/18/2025	259,653.40	256,412.89	259,638.65	10% collateral call
CHAIT 2020-1 A	161571HP2	1/15/2023	500,000.00	499,785.40	496,621.09	cleanup call
CHARLES SCHWAB CORP	808513AT2	1/25/2023	700,000.00	707,137.87	713,608.00	Make-whole call +10bps until 12/25/22; Call anytime after
CITIBANK NA	17325FAS7	1/23/2024	600,000.00	601,311.61	600,924.00	Make-whole call +20bps until 12/23/23; Call anytime after
COPAR 2021-1 A2	14044CAB8	2/18/2025	473,320.37	467,738.14	467,403.87	10% collateral call
EXXON MOBIL CORP	30231GAR3	3/1/2023	390,000.00	392,348.83	394,910.10	Make-whole call +20bps until 1/1/23; Call anytime after
FHMS K-028 A2	3137B2HN3	2/25/2023	214,729.50	214,615.69	213,798.45	1% collateral call
FLORIDA POWER & LIGHT CO	341081GD3	5/10/2023	600,000.00	602,623.59	600,000.00	Float o/n SOFR +25bps; Callable on and after 11/10/21
FORDL 2021-B A2	345329AB2	4/15/2024	79,720.30	79,483.40	79,719.56	5% deal call
FORDL 2022-A A2A	34528LAB1	10/15/2024	138,335.61	137,017.62	138,333.03	5% deal call
FORDL 2022-A A3	34528LAD7	5/15/2025	500,000.00	490,875.33	488,046.88	5% deal call
GMALT 2022-3 A2A	380130AB0	10/21/2024	410,000.00	407,220.35	409,969.58	10% collateral call
GMCAR 2020-1 A3	36258NAC6	9/16/2024	75,732.11	75,324.54	77,107.72	10% collateral call
HAROT 2021-4 A2	43815GAB5	5/21/2024	303,045.34	299,295.56	303,037.40	10% collateral call
HART 2021-B A2	44934KAB0	5/15/2024	90,344.99	89,979.18	90,336.80	5% collateral call
HART 2022-C A2A	44933DAB7	11/17/2025	500,000.00	502,214.09	499,969.05	5% collateral call on 12/15/26
HERSHEY CO	427866AZ1	5/15/2023	600,000.00	599,514.63	615,240.00	Make-whole call +10bps until 4/15/23; Call anytime after
HONEYWELL INTERNATIONAL INC	438516CH7	11/1/2024	750,000.00	758,692.84	749,872.50	Make-whole call +10bps until 11/1/24 bullet
JDOT 2020-B A3	47787NAC3	11/15/2024	303,716.35	299,119.41	304,582.42	10% collateral call
MBALT 2021-B A2	58769KAC8	1/16/2024	47,000.52	46,887.21	46,996.58	5% deal call
MORGAN STANLEY	61746BDJ2	2/25/2023	600,000.00	606,643.42	605,430.00	Make-whole call +30bps until 2/25/23 bullet
NALT 2021-A A3	65480DAC7	8/15/2024	355,000.00	346,872.10	349,536.33	10% collateral call
NVIDIA CORP	67066GAK0	6/15/2023	600,000.00	588,131.31	600,000.00	Make-whole call +5bps; Callable on and after 6/15/22
OKLAHOMA GAS AND ELECTRIC CO	678858BW0	5/26/2023	490,000.00	481,531.17	490,000.00	Callable on and after 11/26/21
SDART 2021-4 A3	80285VAC3	8/15/2025	203,002.17	202,134.19	200,765.98	10% collateral call
TAOT 2021-B A2	89190GAB3	1/16/2024	12,908.18	12,886.21	12,907.95	5% collateral call
TAOT 2022-A A3	89239KAC5	6/15/2026	500,000.00	474,471.78	477,871.09	5% collateral call
TRUIST BANK	86787EBC0	4/1/2024	600,000.00	590,756.01	600,356.40	Make-whole call +15bps until 3/1/24; Call anytime after
UNITEDHEALTH GROUP INC	91324PEM0	10/15/2024	700,000.00	709,428.75	699,692.00	Make-whole call +10bps until 10/15/24 bullet
UNIVERSITY CALIF REVS	91412GWZ4	5/15/2023	1,000,000.00	997,887.06	999,260.00	Make-whole call +20bps
VWALT 2022-A A2	92868AAB1	10/21/2024	564,972.18	557,650.81	564,928.23	10% deal call
VZMT 2022-1 A	92348KAL7	1/20/2027	250,000.00	244,590.62	244,423.83	Callable on 2/20/23
VZOT 2019-C A1A	92348AAA3	4/22/2024	15,709.28	15,691.07	15,990.33	10% collateral call
WOART 2020-B A3	98163WAC0	5/15/2025	360,495.97	354,363.87	353,004.42	10% collateral call
			<b>16,387,396.05</b>	<b>16,303,518.88</b>	<b>16,394,344.20</b>	



**PAR VALUES MATURING BY DATE AND TYPE**  
**Maturities in Millions of Dollars<sup>1</sup>**

ITEM	1 day to 30 days	31 days to 60 days	61 days to 90 days	91 days to 120 days	121 days to 150 days	151 days to 180 days	181 days to 210 days	211 days to 270 days	271 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 year/out	Total	Weight (% of Total)
TREASURY	\$ 5,300	\$ 13,800	\$ 12,050	\$ 3,000	\$ 5,500	\$ 7,200	\$ 6,700	\$ 11,750	\$ 15,500	\$ 40,000	\$ 11,600		\$ 300	\$ 132,700	66.26%
AGENCY <sup>2</sup>	\$ 3,895	\$ 5,550	\$ 4,725	\$ 3,550	\$ 6,010	\$ 2,900	\$ 2,575	\$ 2,440	\$ 2,800	\$ 3,330	\$ 2,825	\$ 550	\$ 200	\$ 41,350	20.65%
CDs + BNs	\$ 3,400	\$ 2,900	\$ 1,550	\$ 2,200	\$ 800	\$ 350	\$ 600	\$ 300	\$ 400					\$ 12,500	6.24%
CP	\$ 1,950	\$ 2,000	\$ 1,300	\$ 1,250	\$ 750	\$ 400	\$ 300	\$ 100						\$ 8,050	4.02%
TDs	\$ 1,294	\$ 819	\$ 1,579	\$ 512	\$ 367	\$ 574								\$ 5,144	2.57%
CORP BND	\$ 55	\$ 20		\$ 25			\$ 25			\$ 89	\$ 138	\$ 124	\$ 50	\$ 526	0.26%
REPO														\$ -	0.00%
BAs														\$ -	0.00%
<b>TOTAL</b>	<b>\$ 15,894</b>	<b>\$ 25,089</b>	<b>\$ 21,204</b>	<b>\$ 10,537</b>	<b>\$ 13,427</b>	<b>\$ 11,424</b>	<b>\$ 10,200</b>	<b>\$ 14,590</b>	<b>\$ 18,700</b>	<b>\$ 43,419</b>	<b>\$ 14,563</b>	<b>\$ 674</b>	<b>\$ 550</b>	<b>\$ 200,270</b>	<b>100.00%</b>
<b>Percent</b>	<b>7.94%</b>	<b>12.53%</b>	<b>10.59%</b>	<b>5.26%</b>	<b>6.70%</b>	<b>5.70%</b>	<b>5.09%</b>	<b>7.29%</b>	<b>9.34%</b>	<b>21.68%</b>	<b>7.27%</b>	<b>0.34%</b>	<b>0.27%</b>		
<b>Cumulative %</b>	<b>7.94%</b>	<b>20.46%</b>	<b>31.05%</b>	<b>36.31%</b>	<b>43.02%</b>	<b>48.72%</b>	<b>53.81%</b>	<b>61.10%</b>	<b>70.44%</b>	<b>92.12%</b>	<b>99.39%</b>	<b>99.73%</b>	<b>100.00%</b>		

<sup>1</sup> Figures are rounded to the nearest million. Percentages may be off due to rounding. Totals do not include PMIA and General Fund loans.

<sup>2</sup> SBA Floating Rate Securities are represented at coupon change date. Mortgages are represented at current book value.



## State of California Pooled Money Investment Account Market Valuation 12/31/2022

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	\$ 35,572,298,376.73	\$ 35,896,965,984.48	\$ 35,813,625,000.00	NA
Notes	\$ 96,336,543,012.97	\$ 96,327,058,254.86	\$ 93,171,299,000.00	\$ 287,620,426.50
Federal Agency:				
SBA	\$ 338,889,007.89	\$ 338,889,007.89	\$ 338,773,080.09	\$ 1,004,954.08
MBS-REMICs	\$ 3,465,697.68	\$ 3,465,697.68	\$ 3,425,155.69	\$ 15,470.20
Debentures	\$ 9,096,582,571.99	\$ 9,096,520,766.45	\$ 8,886,499,200.00	\$ 26,924,215.25
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 2,900,000,000.00	\$ 2,900,000,000.00	\$ 2,833,516,000.00	\$ 26,791,810.50
Discount Notes	\$ 25,325,736,041.68	\$ 25,562,614,902.86	\$ 25,510,373,000.00	NA
Supranational Debentures				
Supranational Debentures	\$ 2,426,390,203.78	\$ 2,425,759,648.22	\$ 2,338,151,100.00	\$ 7,376,541.50
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR				
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ 100,000,000.00	\$ 100,000,000.00	\$ 99,990,832.29	\$ 1,541,666.67
CDs and YCDs	\$ 12,400,000,000.00	\$ 12,400,000,000.00	\$ 12,382,893,375.51	\$ 124,083,166.66
Commercial Paper	\$ 7,895,772,944.44	\$ 7,975,413,013.94	\$ 7,970,181,986.08	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 530,321,150.56	\$ 530,164,414.45	\$ 503,140,960.00	\$ 4,279,027.65
Repurchase Agreements				
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase				
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits				
Time Deposits	\$ 5,144,000,000.00	\$ 5,144,000,000.00	\$ 5,144,000,000.00	NA
PMIA & GF Loans				
PMIA & GF Loans	\$ 376,811,000.00	\$ 376,811,000.00	\$ 376,811,000.00	NA
<b>TOTAL</b>	<b>\$ 198,446,810,007.72</b>	<b>\$ 199,077,662,690.83</b>	<b>\$ 195,372,679,689.66</b>	<b>\$ 479,637,279.01</b>

Fair Value Including Accrued Interest

\$ 195,852,316,968.67

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.981389258). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19.627,785.16 or \$20,000,000.00 x 0.981389258.

All Investments are in U.S. Dollar according to State of California.



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# DISCLOSURE STATEMENT

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## **Portfolio Holdings: Structured Notes and Asset-Backed Securities**

The Treasury Investment Division has received a number of inquiries concerning our various portfolio holdings. Questions involving structured notes, derivative products\*, and asset-backed securities are the most notable.

In an effort to clarify the information provided in our monthly statements, we would like to share with you our investment positions in structured notes and asset-backed securities.

Following are the State of California Treasurer's holdings in each category as of December 31, 2022

**\* *The Pooled Money Investment Account Portfolio has not invested in, nor will it invest in, Derivative Products as defined in FASB 133.***

1. Structured Notes

Structured notes are debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options. They are issued by corporations and by government-sponsored enterprises such as the Federal National Mortgage Association and the Federal Home Loan Bank System or an international agency such as the World Bank.

Securities Accountability

Structured Notes

	Amount
a. Callable Agency	\$2,900.000 million
b. LIBOR Agency Floater	\$0.000 million
c. 3 month LIBOR Corporate Floater	\$0.000 million
d. 3 month LIBOR Bank Floater	\$0.000 million
e. 2 year CMT Corporate Floater	\$0.000 million
f. 3 month T-Bill Agency Floater	\$0.000 million
g. 3 month T-Bill Corporate Floater	\$0.000 million

U.S. \$2,900.000 million As of: 12/31/22

2. Asset-Backed Securities

Asset-backed securities entitle the purchaser to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (such as CMOs), small business loans, or credit card receivables (such as ABCP).

Asset-Backed Securities

	Amount
a. Small Business Administration Pools	\$338.889 million
b. Agency MBS-REMIC'S	<u>\$3.466 million</u>
(Medium term sub-total)	\$342.355 million
c. Commercial Paper (Short term sub-total)	\$1,328.230 million

U.S. \$1,670.585 million As of: 12/31/22

Total Portfolio As of: 12/31/22 \$199,649,025,188.92

Structured notes and Medium-term Asset-backed securities as a percent of portfolio:  
1.62%

Short-term Asset-Backed Commercial Paper (ABCP) as a percent of portfolio:  
0.67% \*

Total Medium-term and Short-term Structured notes and Asset-backed securities  
as a percent of portfolio:  
2.29%

***\*ABCP purchased by the Pooled Money Investment Account (PMIA) does not include Structured Investment Vehicles (SIVs) nor do any of the approved ABCP programs include SIVs as underlying assets.***





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 7, 2023

**Subject:** Rescind Prior Board Action Pertaining to Contracted Services with Leica Microsystems, Inc.

---

**RECOMMENDATION(S):**

RESCIND Board action of December 6, 2022 (C.26), which pertained to a contract with Leica Microsystems, Inc.; and APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Contract #23-787 with Leica Microsystems, Inc., in an amount not exceed \$596,174 for the purchase of tissue sample equipment and reagent supplies for the Clinical Laboratory at Contra Costa Regional Center (CCRMC), for the period from January 4, 2023 through January 3, 2028.

**FISCAL IMPACT:**

Approval of this contract will result in expenditures of up to \$596,174 for FY 2023-2028 and will be funded 100% by Hospital Enterprise I funds revenues.

**BACKGROUND:**

Leica Cassette Printer labels cassettes carry patient tissue samples and include accession numbers and patient names. The print is crisp, clear, and easy to read, thus minimizing specimen misidentification due to manual labeling. Leica IPC Printer is compatible with current instruments still in use such as the Clinical Laboratory’s Tissue Processor, Automatic Stainer, IHC Bond Max, and Slide Coverslipper. Leica is a reputable company and is considered a quality name in every aspect of Clinical and Pathology Laboratory equipment.

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

Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Sam Ferrell, 925-357-7483

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Leica Microsystems has a crew of service people in the Bay Area to service its products and equipment, so any repairs are immediate, which results in minimizing delays for patient results and care. The \$596,174 includes the minimum required purchase amount listed in the acquisition agreement, and an additional amount to cover any increased workflow.

The cost of the equipment is paid through the payment for reagent supplies. The department must purchase a minimum amount of reagent supplies on a monthly basis. The County may only terminate the agreement for Leica's uncured breach, or if the board fails to appropriate funds due under the agreement in any fiscal year. The County is obligated to indemnify Leica for any liability arising out of protected health information that remains in equipment returned to Leica upon expiration or termination of the agreement.

On December 6, 2022, the Board of Supervisors approved Contract #23-787 with Leica Microsystems, Inc., in an amount not to exceed \$596,174, to provide tissue sample equipment and reagent supplies for Contra Costa Regional Medical Center for the period from September 1, 2022, through August 31, 2027. The purpose of this Board Order is to correct the term to read January 4, 2023, through January 3, 2028, to match the term of the contract.

CONSEQUENCE OF NEGATIVE ACTION:

If the recommendation is not approved, the prior Board action will stand, which does not reflect the final term of the contract negotiated between the parties, and the Department will not have Board authorization to allow payment of invoices for services through January 3, 2028.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 7, 2023

**Subject:** Payment for Services Provided by Meals on Wheels Diablo Region

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, to pay up to \$14,838 to Meals on Wheels Diablo Region for the provision of meal delivery services to homebound seniors provided during the period July 1, 2022 through September 30, 2022.

**FISCAL IMPACT:**

Approval of this payment will result in expenditures of up to \$14,838 and will be funded as budgeted by the department in FY 2022-23, by 100% Title III C 2 of the Federal Older Americans Act.

**BACKGROUND:**

This contractor was selected to provide meals for the Senior Nutrition Program through a competitive bid process. This contract meets the social needs of the County's population. The contractor has prepared and delivered meals to County homebound seniors over the duration of this contract. The contractor has been providing services to the County under this contract since February 1975.

In July 2021, the County Administrator approved and Purchasing Services Manager executed Contract #22-033-64 with Meals on Wheels Diablo Region in an amount not to exceed \$155,000 for the provision of congregate

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

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

By: , Deputy

BACKGROUND: (CONT'D)

meal services for the Contra Costa County Senior Nutrition Program for the period July 1, 2021 through June 30, 2022, which included a three-month automatic extension in an amount not to exceed \$47,764 through September 30, 2022.

In April 2022, the County Administrator approved and Purchasing Services Manager executed Contract Amendment Agreement #22-033-65 to increase the contract payment limit by \$36,055 to a new payment limit of \$191,055 for the provision of additional meal services for county's Senior Nutrition Program, for the period from July 1, 2021 through June 30, 2022, and increase the three-month automatic extension payment limit by \$9,014 to a new payment limit of \$ 47,764 through September 30, 2022.

In January 2023, the Division became aware of invoices from the contractor having exceeded the contract payment limit by \$14,837.49, therefore resulting in the contractor not being paid in full for services provided from July 1, 2022 through September 30, 2022. It was further discovered that the excess invoiced amounts were due to changes in meal pricing in July, August, and September of 2022. The Department has determined that the contractor should be paid the invoiced amount for the meal pricing adjustments for the services already rendered. To prevent future invoice and payment discrepancy occurrences resulting in a retroactive payment request, the department will ensure contract amendment needs are submitted timely.

The contractor is entitled to payment for the reasonable value of its services under the equitable relief theory of quantum meruit. That theory provides that where a contractor has been asked to provide services without a valid contract, and the contractor does so to the benefit of the County, the contractor is entitled to recover the reasonable value of those services. This contractor has provided services at the request of the County after the original contract payment limit had been reached. Since the Department cannot pay the contractor for services rendered that exceed the contract payment limits, it is recommending that the Board authorize the Auditor-Controller to issue a one-time payment not to exceed \$14,838 to Meals on Wheels Diablo Region.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, the contractor will not be paid for services requested by County staff and provided in good faith.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 7, 2023

**Subject:** CONTINUE EXTENSION OF EMERGENCY DECLARATION REGARDING HOMELESSNESS

---

**RECOMMENDATION(S):**

CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

**FISCAL IMPACT:**

There is no fiscal impact for this action.

**BACKGROUND:**

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

Government Code Section 8630 requires that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 60 days until the local emergency is terminated. The Board of Supervisors last reviewed and continued the emergency declaration on January 10, 2023. Nevertheless, with the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, the emergency situation still exists and it is, therefore, appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

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

Contact: Christy Saxton, 925-608-6700

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 7, 2023

**Subject:** Accept the Fiscal Year 2021-2022 Inmate Welfare Fund Expenditure Report

---

**RECOMMENDATION(S):**

ACCEPT the Office of the Sheriff Inmate Welfare Fund (IWF) report, in accordance with Penal Code Section 4025(e), illustrating an accounting of all IWF receipts and disbursements for Fiscal Year 2021/2022.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Penal Code Section 4025(e) states that money and property deposited in the Inmate Welfare Fund shall be expended by the Office of the Sheriff-Coroner primarily for the benefit, education, and welfare of inmates confined within the jail. Any funds not needed for the welfare of inmates may be expended for the maintenance of county jail facilities. Maintenance of county jail facilities may include, but is not limited to, the salary and benefits of personnel used in the programs to benefit the inmates, education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the Sheriff. An itemized report of these expenditures shall be submitted annually to the Board of Supervisors.

This fund received the majority of its revenues from inmate telephone commissions

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

, County Administrator and Clerk of the Board of Supervisors

Contact: Heike Anderson, (925) 655-0023

By: , Deputy

cc: Heike Anderson, Alycia Rubio, Paul Reyes

BACKGROUND: (CONT'D)

and commissary sales. The Director of Inmate Services, working with the public members of the Inmate Welfare Committee, manages the delivery of professional services, establishes an annual budget and oversees expenditures for the Sheriff.

The Inmate Welfare Fund continues to provide valuable professional, educational, and recreational services to persons in custody at the Martinez Detention Facility, West County Detention Facility, and the Marsh Creek Detention Facility.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the County will not be in compliance with Penal Code section 4025(e).

ATTACHMENTS

IWF FY 21-22

Inmate Welfare Fund  
Statement of Receipts, Disbursements, and Fund Balance  
Fiscal Year Ended June 30, 2022

Receipts:

ViaPath Telephone Commissions	\$ 80,933	
Canteen Commissions	780,640	
WCDF Inmate Industries	26,950	
WCDF Frame Shop	1,886	
Investment Interest	<u>1,117</u>	
 Total Receipts		 \$891,526

Disbursements:

General Expenditures

BART/Bus Tickets	47,535 (AB-109 Funded)	
Telerus (Inmate information line)	36,000(AB-109 Funded)	
Other Svc/GSD, labor	64	
Entertainment (TV, Board Games, Etc.)	<u>36,380</u> (AB-109 Funded)	
AB-109 Sub-Total		\$119,915
IWF Sub-Total		\$64

Education and Welfare

Bay Area Chaplains Contractual Services	\$158,195 (AB-109 Funded)	
Office of Education Contractual Services	209	
	751,605 (AB-109 Funded)	
Arts In Corrections	5,130 (AB-109 Funded)	
Library Program	203,494	
Inmate Legal Services	22,724 (AB-109 Funded)	
MCDF Landscape Program	33,632	
WCDF Inmate Industries	136,342	
	35,776 (AB-109 Funded)	
WCDF Frame Shop Program	<u>32,012</u>	
AB-109 Sub-Total		\$973,430
IWF Sub-Total		\$405,689

Other

Staff Salaries/Benefits	\$240,361	
Staff Travel Expenses	0	
Communication	0	
Office Supplies	<u>70</u>	



IWF Sub-Total	\$ 240,431
Total Disbursements, IWF & AB109	1,093,345 (AB-109)
	<u>646,184 (IWF)</u>
	\$1,739,529
Receipts less Disbursements (IWF Only)	\$ 245,342
Cash & Investments	\$3,022,330
Total	\$3,267,672

Closing Date 12-31-2022



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 7, 2023

Subject: FBI Academy Attendance Costs-Lt. Brian Sliger

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to expend \$2,180 for costs associated with employee Brian Sliger's attendance at the Federal Bureau of Investigation National Academy from April 1, 2023 through June 8, 2023.

**FISCAL IMPACT:**

100% County General Fund, Budgeted. The total cost to the County for this continuing education program will be borne by the Sheriff's Office operational budget. This expense is to be differentiated from an advance on funds or reimbursement. Summary of Expenses: Academy Uniforms - \$550 Student Assessment - \$250 Miscellaneous Expenses (\$20/day x 69 days) - \$1380.

**BACKGROUND:**

The Federal Bureau of Investigation National Academy is a prestigious continuing education program recognized internationally for law enforcement personnel. The training program is a comprehensive and balanced 10-week program of advanced professional instruction. Throughout this training, particular emphasis is placed on leadership development. Personnel from the Office of the Sheriff-Coroner attend the National Academy at the personal invitation of the Director of the Federal Bureau of Investigation. All major costs, including transportation, are funded by the Bureau.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/07/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 7, 2023

, County Administrator and Clerk of the Board of Supervisors

Contact: Heike Anderson, (925) 655-0023

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

Negative action could suppress the ability of our county to continue preparing our local law enforcement officials for the unique leadership challenges which we are certain to face in the future.