

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. 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 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.

AGENDA
April 4, 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--EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))

1. *Linda Wenneker v. Contra Costa County*, WCAB Nos. ADJ3431606, ADJ2954617, ADJ2134977
2. *Amy Havea v. Contra Costa County*, WCAB No. ADJ14942027
3. *Maria Paz Gamez v. Maria Elena Lopez, et al.*, Contra Costa County Superior Court Case No.: C21-00847

C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

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

D. PUBLIC EMPLOYMENT

Title: Veterans Service Officer

Inspirational Thought- *"We cannot seek achievement for ourselves and forget about progress and prosperity for our community."* and *"The fight is never about grapes or lettuce. It is always about people."* ~ Cesar Chavez, American Labor Leader and Civil Rights Activist

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.106 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 recognizing April 23 - 29, 2023 as National Library Week. (Alison McKee, County Librarian)
- PR.2** PRESENTATION proclaiming April 2023 as National Sexual Assault Awareness and Prevention Month. (Marla Stuart, Employment and Human Services Director)
- PR.3** PRESENTATION recognizing April 2023 as Child Abuse Prevention Month. (Marla Stuart, Employment and Human Services Director)

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

D. 3 CONSIDER reports of Board members.

11:00 A.M.

29th Annual Cesar E. Chavez Commemorative Celebration

ADJOURN in memory of
Bill Pelter

CONSENT ITEMS

Road and Transportation

- C. 1** ADOPT Resolution No. 2023/82 to terminate and abandon approximately 25 feet of excess road right of way on Wayne Avenue, and APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute on behalf of the County, a quitclaim deed to quitclaim the County's interest in the former right of way and any remaining interest in this area, as recommended by the Public Works Director, Alamo area. (100% Applicant Fees)
- C. 2** ADOPT Resolution No. 2023/88 ratifying the prior decision of the Public Works Director, or designee, to fully close portions of Miramonte Road, Terrace Road, and Carmello Road on April 3, 2023 through June 30, 2023, from 7:00 a.m. through 5:00 p.m., for the purpose of installing approximately 2,940 feet of water main, service transfers, hydrants and connections, Walnut Creek area. (No fiscal impact)
- C. 3** ADOPT Resolution No. 2023/94 approving and authorizing the Public Works Director, or designee, to fully close a portion of Oak View Avenue between Santa Fe Avenue and Colusa Avenue, on every Sunday beginning April 9, 2023 until April 7, 2024 from 6:00 a.m. through 4:00 p.m., for the purpose of a farmers' market, Kensington area. (No fiscal impact)
- C. 4** APPROVE and AUTHORIZE the Auditor's Office to issue a warrant in the amount of \$20,000 to the Metropolitan Transportation Commission for Pavement Technical Assistance Program Matching Funds, as recommended by the Public Works Director, Countywide. (100% Local Road Funds)
- C. 5** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a blanket purchase order with Cresco Equipment Rental, in an amount not to exceed \$300,000, for rentals of heavy equipment used for road and flood control maintenance, for the period April 4, 2023 through April 3, 2026, Countywide. (100% Local Road and Flood Control Funds)

- C. 6** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a blanket purchase order with Herc Rentals Inc., in an amount not to exceed \$300,000, for rentals of heavy equipment used for road and flood control maintenance, for the period April 4, 2023 through April 3, 2026, Countywide. (100% Local Road and Flood Control Funds)

Engineering Services

- C. 7** ADOPT Resolution No. 2023/95 accepting an Offer of Dedication – Drainage Purposes for development plan permit DP14-03041, for a project developed by IPT Richmond DC LLC, as recommended by the Public Works Director, North Richmond area. (No fiscal impact)
- C. 8** ADOPT Resolution No. 2023/96 approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD19-09527, for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (No fiscal impact)
- C. 9** ADOPT Resolution No. 2023/97 approving the Final Map and Subdivision Agreement for subdivision SD19-09527, for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (No fiscal impact)
- C. 10** ADOPT Resolution No. 2023/98 approving the Final Map and Subdivision Agreement for subdivision SD21-09591, for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (No fiscal impact)
- C. 11** ADOPT Resolution No. 2023/99 approving the Road Improvement Agreement, for road agreement RA23-01256, for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (No fiscal impact)
- C. 12** ADOPT Resolution No. 2023/100 exonerating the Deferred Improvement Agreement for Oak Road frontage improvements, required as a condition of approval for land use permit 316-72, executed April 22, 1975 between Contra Costa County and Jawslee Corporation, as recommended by the Public Works Director, Walnut Creek area. (No fiscal impact)

Special Districts & County Airports

- C. 13** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month shade hangar rental agreement with Coeur, LLC., for a south-facing shade hangar at Buchanan Field Airport effective March 15, 2023, in the monthly amount of \$144, Pacheco area. (100% Airport Enterprise Fund)
- C. 14** 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 issue a payment in the amount of \$80,000 from the Flood Control Zone 3B Fund payable to the Contra Costa Resource Conservation District to fund the development of a portion of the Walnut Creek Watershed Restoration Plan, as ordered by the Regional Water Quality Control Board 401 Water Quality Certification and Order, Pleasant Hill and Concord areas. (100% Flood Control Zone 3B Funds)
- C. 15** 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 Balance Hydrologics, Inc., to increase the payment limit by \$650,000 to a new payment limit of \$1,020,000 and to extend the term through May 13, 2024, for on-call professional engineering services relating to hydrology/hydraulic studies and modeling, Countywide. (43% Flood Control District Funds, 57% Flood Control Zone 1 Funds)
- C. 16** As the governing body of Contra Costa County and the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Public Works Director and Chief Engineer, or designee, to execute a license agreement with Level 3 Communications, LLC, to access and operate an existing telecommunications conduit system within the Iron Horse Corridor and on District-owned land, during an initial ten-year term ending December 31, 2031, for an initial annual payment of \$351,423, Central County area. (100% Applicant Fees)
- C. 17** APPROVE and AUTHORIZE the Director of Airports, or designee, to enter into an Agreement with the Dallas/Fort Worth International Airport Fire Training Research Center for staff training that is required by the Federal Aviation Administration for airports such as Buchanan Field and other similarly certified airports, at an estimated annual cost of \$11,000. (100% Airport Enterprise Funds)
- C. 18** 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 Sequoia Ecological Consulting, Inc., in an amount not to exceed \$1,500,000, for the period of April 15, 2023 through April 14, 2026 with two one-year extension options to April 14, 2028, for multiple environmental projects related to wildfire mitigation and fuel reduction. (34% State, 66% Measure X Sales Tax)

Claims, Collections & Litigation

- C. 19** DENY the claims filed by Cheryl Adams, Romelyn Bayaua for R.D., Melinda Briley-Aguilera, Kristina M. Crosby, Farmers Ins. For Muhammad Moin, Ka Bing Go, Laura Gutierrez, Malaya Taylor Keys, Don King, John Muir M.C., Walnut Creek (2), The North River Ins. Co., Arvind Yeddula Reddy, Angelique Nichole Scott, Dupree E. Straughter, Technology Insurance Co., Inc., and Craig Watson.

Honors & Proclamations

- C. 20** ADOPT Resolution No. 2023/106 proclaiming April 2023 as National Sexual Assault Awareness and Prevention Month, as recommended by the Employment and Human Services Director.
- C. 21** ADOPT Resolution No. 2023/81 recognizing April 23 - 29, 2023 as National Library Week, as recommended by the County Librarian.
- C. 22** ADOPT Resolution No. 2023/101 honoring Bill Pelter for his many years of service working on behalf of and in service to people with disabilities, as recommended by Supervisor Gioia.
- C. 23** ADOPT Resolution No. 2023/104 honoring Rosa Mena for her many years of service in the Clerk-Recorder Elections office and on the occasion her retirement, as recommended by the Clerk-Recorder.
- C. 24** ADOPT Resolution No. 2023/105 honoring Eren Mendez for her many years of service in the Clerk-Recorder Elections Department and on the occasion of her retirement, as recommended by the Clerk-Recorder.
- C. 25** ADOPT Resolution No. 2023/112 recognizing Frances Kellman-Lima 2023 Youth Hall of Fame Awardee for Volunteerism, as recommended by the Cesar Chavez Committee.
- C. 26** ADOPT Resolution No. 2023/120 recognizing Prisha Purohit as the 2023 Youth Hall of Fame Awardee for Teamwork, as recommended by the Cesar Chavez Committee.
- C. 27** ADOPT Resolution No. 2023/119 recognizing Anay Pant 2023 Youth Hall of Fame Awardee for Leadership and Civic Engagement, as recommended by the Cesar Chavez Committee.
- C. 28** ADOPT Resolution No. 2023/111 recognizing Anayely Arreola Caldera 2023 Youth Hall of Fame Awardee for Perseverance, as recommended by the Cesar Chavez Committee.

- C. 29** ADOPT Resolution No. 2023/118 recognizing Zihan Cherry Chou Youth Hall of Fame Rising Star Awardee for Teamwork, as recommended by the Cesar Chavez Committee.
- C. 30** ADOPT Resolution No. 2023/117 recognizing Aria Capelli 2023 Youth Hall of Fame Awardee for Good Samaritan, as recommended by the Cesar Chavez Committee.
- C. 31** ADOPT Resolution No. 2023/116 recognizing Carter Considine as the 2023 Youth Hall of Fame Rising Star Awardee for Leadership Civic Engagement, as recommended by the Cesar Chavez Committee.
- C. 32** ADOPT Resolution No. 2023/115 recognizing Gianna Baglieri as the 2023 Youth Hall of Fame Rising Star Awardee for Good Samaritan, as recommended by the Cesar Chavez Committee.
- C. 33** ADOPT Resolution No. 2023/114 recognizing Jered E. Clark as the 2023 Youth Hall of Fame Rising Star Awardee for Perseverance, as recommended by the Cesar Chavez Committee.
- C. 34** ADOPT Resolution No. 2023/113 recognizing Makenzie Lee Foster as the 2023 Youth Hall of Fame Rising Star Awardee for Volunteerism, as recommended by the Cesar Chavez Committee.
- C. 35** ADOPT Resolution No. 2023/132 recognizing April 2023 as Child Abuse Prevention Month, as recommended by the Employment and Human Services Director.

Ordinances

- C. 36** Acting in its capacity as the Contra Costa County Board of Supervisors and as the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, ADOPT Ordinance No. 2023-07, establishing fuel mitigation, exterior hazard abatement, defensible space, and fuel break standards within the fire districts. (Cost neutral)

Appointments & Resignations

- C. 37** APPOINT Norman Cohen to the District 3 Alternate seat on the Sustainability Commission to a term expiring March 31, 2025, as recommended by Supervisor Burgis.

- C. 38** ACCEPT the resignation of Douglas Dunn, DECLARE a vacancy in the District 3, Seat 3 on the Mental Health Commission, and DIRECT the Clerk of the Board to post the vacancy for a term ending June 30, 2025, as recommended by Supervisor Burgis.
- C. 39** REAPPOINT Odessa LeFrancois to the District 3, Seat 1 on the Measure X Community Advisory Board to a term expiring March 31, 2025, as recommended by Supervisor Burgis.
- C. 40** REAPPOINT Brett J. Morris to the District IV Seat on the Fish and Wildlife Committee for a term ending February 28, 2027, as recommended by Supervisor Carlson.
- C. 41** APPOINT Andrei N. Obolenskiy to the District IV Seat on the Iron Horse Corridor Management Advisory Committee for a term ending January 1, 2027 as recommended by Supervisor Carlson.
- C. 42** DECLARE vacancies in the At-Large 1 Seat for a term ending June 30, 2023, the At-Large 2 Seat, At-Large Alternate #1 Seat, and At-Large Alternate #2 Seat for terms ending June 30, 2024 on the Alcohol and Other Drugs Advisory Board, and DIRECT the Clerk of the Board to post the vacancies, as recommended by the Health Services Director.
- C. 43** APPOINT Thomas L. Geiger as County Counsel of Contra Costa County, pursuant to Government Code sections 27640 and 27641, effective April 4, 2023.
- C. 44** APPOINT Joanne Lin-Hening to the District I Alternate seat on the First 5 - Contra Costa Children and Families Commission for a term ending April 4, 2026, as recommended by Supervisor Gioia.

Appropriation Adjustments

- C. 45** APPROVE Appropriation Adjustment No. 005053 authorizing the transfer of \$1,015,000 in appropriations from the Department of Information Technology (0147) to Telecommunications (0060).

Intergovernmental Relations

- C. 46** ADOPT a position of "Sponsor" on Assembly Bill 540 (Wicks), a bill that would improve and expand mobility options for older and disabled Californians through strengthened policies and the addition of a revenue stream, as recommended by the Legislation Committee.

- C. 47** ADOPT a position of "Support" on AB 817 (Pacheco) Local Government: Open Meetings, a bill that would authorize a subsidiary body to use teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency; and a position of "Support" on AB 240 (Kalra) Dogs and Cats: California Spay-Neuter Fund, a bill that would establish the fund to offer competitive grants to specified organizations to increase or develop no or low-cost spay-neuter programs, with fund allocations coming from a new tax on dog and cat food, as recommended by the Legislation Committee.

Personnel Actions

- C. 48** ADOPT Position Adjustment Resolution No. 26130 to add one Administrative Services Assistant III (represented) position and cancel one Administrative Services Assistant II-Project (represented) position in the Health Services Department. (100% Drug Medi-Cal Federal Financial Participation/State/Local Revenue Funds)
- C. 49** ADOPT Position Adjustment Resolution No. 26141 to delete one Chief Assistant County Counsel - Exempt position and add one Assistant County Counsel - Exempt position in the Office of the County Counsel. (100% Salary Savings)
- C. 50** ADOPT Position Adjustment Resolution No. 26136 to increase the hours of one part-time 32/40 hour Registered Nurse position (represented) to full-time in the Health Services Department. (100% County General Fund)
- C. 51** ADOPT Position Adjustment Resolution No.26134 to add one Administrative Services Assistant II (represented) position, add one Health Services Accountant (represented) position, add one Supervising Accountant (represented) position, and cancel one Health Plan Services Assistant - Exempt (unrepresented) position in the Health Services Department. (50% HMO Enterprise Funds, 50% Health Plan premiums)
- C. 52** ADOPT Position Adjustment Resolution No. 26142 to add one Labor Relations Analyst II (unrepresented) position and cancel one Labor Relations Technician (unrepresented) position in the County Administrators Office. (100% General Fund)
- C. 53** ADOPT Position Adjustment Resolution No. 26140 to add two Physical Therapist I (represented) positions and add two Registered Nurse (represented) positions in the Health Services Department. (100% Hospital Enterprise Fund I)
- C. 54** ADOPT Position Adjustment Resolution No. 26137 to increase the hours of one part-time Substance Abuse Counselor position (represented) from 32/40 hours to full-time in the Health Services Department. (100% 2011 State Realignment, AB 109)

- C. 55** ADOPT Position Adjustment Resolution No. 26138 to add one Patient Financial Services Specialist position (represented) in the Public Health California Children's Services (CCS) Unit of the Health Services Department. (83% State/federal CCS, 17% County General Fund)
- C. 56** ADOPT Position Adjustment Resolution No.26133 to add one Administrative Aide - Project (represented) position, cancel one Administrative Services Assistant II - Project (represented) position and cancel three Legal Assistant - Project (represented) positions in the Public Defender's Office. (Cost neutral)
- C. 57** ADOPT Position Adjustment Resolution No. 26135 to add three Medical Record Technician positions and one Medical Records Coder position; and cancel two Clerk - Experienced Level and three Clerk - Senior Level positions (all represented classes) in the Health Services Department. (Cost savings, Hospital Enterprise Fund I)

Leases

- C. 58** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with 2255 Contra Costa Boulevard Associates, LP, for approximately 2,678 square feet of office space located at 2255 Contra Costa Boulevard, Suite 202, in Pleasant Hill, for use by the District IV Supervisor, for a term of approximately 52 months, with one option to renew for an additional four years, with annual rent of approximately \$89,976 for the first year and annual increases thereafter. (100% General Fund)

Grants & Contracts

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

- C. 59** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract amendment with the California Department of Food and Agriculture to increase the reimbursement limit by \$10,867 to a new amount not to exceed \$409,171 to control Glassy-winged sharpshooter infestations, with no change to the term. (100% State, No County Match)
- C. 60** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to receive reimbursement in an amount not to exceed \$849,196 for the County to provide pest detection and trapping services for the period July 1, 2022 through June 30, 2023. (100% State, No County Match)

- C. 61** APPROVE and AUTHORIZE the District Attorney, or designee, to apply for and accept the Smart Prosecution – Innovative Prosecution Solutions Grant from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in an amount not to exceed \$385,000 for a Community Violence Response Program for the period October 1, 2023 through September 30, 2025. (100% Federal)
- C. 62** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a license agreement with Kevin & Deneen Vornhagen for an initial term of approximately 15 years commencing April 4, 2023, for payment to the County of \$4,650 in connection with a subsurface irrigation line in the County’s Byron Highway right of way adjacent to Assessor’s Parcel No. 011-140-011, Brentwood area. (100% Applicant Fees)
- C. 63** APPROVE and AUTHORIZE the County Librarian, or designee, to accept California State Library grant funding in the amount not to exceed \$600,000 to meet the operational and services expenses required by Project Second Chance, the Contra Costa County Library adult literacy program, to provide English as a Second Language services for the period July 1, 2023 to June 30, 2026. (18% Library Fund and 82% California State Library)
- C. 64** APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for a non-competitive funding allocation from the California Department of State Hospitals (DSH), in an amount not to exceed \$8,718,750, to participate in the DSH Incompetent to Stand Trial Diversion and Community Based Restoration Infrastructure Project and commit to entering into a service contract with DSH, in an amount not to exceed \$9,675,000 annually to provide ongoing services to program participants and maintain any capital facilities funded by this allocation. (No County match)
- C. 65** APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for a non-competitive allocation in an amount not to exceed \$20,488,722, from the California Department of Health Care Services through its Behavioral Health Bridge Housing Program to fund and operate bridge housing settings to address immediate housing needs of people experiencing homelessness who have serious behavioral health conditions. (No County match)
- C. 66** ADOPT Resolution No. 2023/107 authorizing the Sheriff-Coroner, Undersheriff, or Chief of Management Services, to apply for and accept the U.S. Department of Justice Programs, DNA Program Backlog Reduction Grant in an initial amount of \$251,941 to reduce the number of backlogged DNA tests in the Sheriff’s Criminalistics Laboratory for the period of October 1, 2023 through the end of the grant period. (100% Federal)
- C. 67** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Sheriff’s Deputy Emily Neabeack to pay the County \$1.00 for retired Sheriff’s Service Dog "Loizo" on April 5, 2023. (No fiscal impact)

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

- C. 68** APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with Pacific Storage Company in an amount not to exceed \$90,000 to provide climate-controlled storage of microfilm records for the period June 4, 2022 through June 4, 2024. (100% Recorder Micrographics/Modernization Fund)
- C. 69** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Robinson Mills + Williams, in an amount not to exceed \$750,000 to provide on-call architectural services for various County facilities projects, for the period April 4, 2023 through April 3, 2026 with a one-year extension option to April 4, 2027, Countywide. (100% Various Funds)
- C. 70** APPROVE and AUTHORIZE the Auditor-Controller to issue payment on behalf of Employment and Human Services Department to BIT California, LLC d.b.a Document Fulfillment Services in an amount not to exceed \$2,487,749 to replenish monthly the CalSAWs Central Print Contra Costa County postage account for the period April 5, 2023 through March 31, 2026. (59% Federal, 35% State, 6% County).
- C. 71** APPROVE clarification of Board action of May 3, 2022 (C.21) for a contract amendment with Planet Technologies, Inc., a corporation, to reflect the intent of the parties to change the payment to \$328,000 with no change to terms and conditions, as recommended by the Employment and Human Services Director. (No fiscal impact)
- C. 72** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an agreement with Contra Costa County Office of Education in an amount not to exceed \$324,135 to provide educational liaison services for children and youth in foster care for the period July 1, 2023 through June 30, 2026. (70% State, 30% County)
- C. 73** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Social Service Staffing & Recruiting, Inc., in an amount not to exceed \$725,000 to provide qualified temporary social workers for clients of the Children and Family Services Bureau, for the period July 1, 2023 through June 30, 2024. (6% County, 35% State, 59% Federal)
- C. 74** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Karpel Computer Systems, Inc., to extend the term by five years through June 30, 2028 and increase the payment limit by \$851,250 to a new payment limit of \$3,198,372 to provide an additional five years of hosting, maintenance, and support of the case management system for District Attorney prosecution services. (100% General Fund)

- C. 75** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Summit Building Services, Inc., effective April 4, 2023, to increase the payment limit by \$1,300,000 to a new payment limit of \$11,200,000 to provide scheduled and on-call custodial services, with no change to the term, Countywide. (100% General Fund)
- C. 76** APPROVE and AUTHORIZE the Public Works director, or designee, to execute a contract with COAR Design Group, in an amount not to exceed \$750,000 to provide on-call architectural services for various County facilities projects, for the period April 4, 2023 through April 3, 2026 with a one-year extension option to April 4, 2027, Countywide. (100% Various Funds)
- C. 77** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an agreement with Chabot-Las Positas Community College District, in an amount not to exceed \$750,000 to deliver education and training services to foster care providers, community partners and Children and Family Services staff for the period July 1, 2023 through June 30, 2025. (100% State)
- C. 78** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a Job Order Contract with MVP Construction, LLC., effective April 4, 2023, in the amount of \$2,500,000, for a term of one year from the first Notice to Proceed or 90 days after contract execution for repair, remodeling, and other repetitive work, Countywide. (100% Various Funds)
- C. 79** APPROVE and AUTHORIZE the County Administrator to terminate a construction management services contract with Skanska USA Building Inc., and APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Vanir Construction Management, Inc., in an amount not to exceed \$6,093,348 for master planning and construction management services for Measure X funded projects at the Contra Costa Regional Medical Center, for the period April 4, 2023 through April 3, 2028, Martinez area. (100% Measure X Funds)
- C. 80** RATIFY the execution of 2019 California Department of Social Services Privacy and Security Agreement No. 19-07 by the Employment and Human Services Director signed on October 21, 2019, and APPROVE and AUTHORIZE the Employment and Human Services Director or designee to execute an amendment to the 2019 Privacy and Security Agreement 19-07 with the California Department of Social Services to extend the termination date to March 1, 2024, or until a successor Agreement is executed, whichever occurs first. (No fiscal impact)
- C. 81** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ronald L. Leon, MD, Inc., in an amount not to exceed \$244,359 to provide psychiatric services for mentally ill adults in East County, clients in the Juvenile Detention Facility, and Spanish-speaking mental health service recipients for the period April 1, 2023 through March 31, 2024. (100%

Mental Health Realignment)

- C. 82** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Allergy & Asthma Medical Group of the Bay Area, Inc., in an amount not to exceed \$4,000,000 to provide allergy and asthma medical services for Contra Costa Health Plan (CCHP) members and County recipients for the period May 1, 2023 through April 30, 2025. (100% CCHP Enterprise Fund II)
- C. 83** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Q Metrics, Inc., in an amount not to exceed \$85,000 to administer the Timely Access Provider Appointment Availability Survey for the Contra Costa Health Plan for the period May 1, 2023 through April 30, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 84** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Smith & Nephew, Inc., in an amount not to exceed \$300,000 to procure surgical supplies, implants, instruments, and other accessories for orthopedics, sports medicine, and ENT services line in surgery as needed for the Contra Costa Regional Medical Center (CCRMC) for the period April 1, 2023 through March 31, 2026. (100% Hospital Enterprise Fund I)
- C. 85** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Nicole C. Hickey, M.D., in an amount not to exceed \$1,620,000 to provide pulmonary services at Contra Costa Regional Medical Center and Health Centers for the period April 5, 2023 through March 31, 2026. (100% Hospital Enterprise Fund I)
- C. 86** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Initha R. Elangovan, M.D, in an amount not to exceed \$1,750,000 to provide pulmonary services at Contra Costa Regional Medical Center and Health Centers for the period April 5, 2023 through March 31, 2026. (100% Hospital Enterprise Fund I)
- C. 87** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with EZ Ride LLC, a limited liability company, to include non-medical transportation services for Contra Costa Health Plan (CCHP) members, with no change in the payment limit of \$300,000 and no change in the term through June 30, 2024. (100% CCHP Enterprise Fund II)
- C. 88** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Norcal Imaging, to modify the rates for Nuclear Medicine and positron emission tomography - computed tomography (PET/CT) outpatient radiology services with no change in the original payment limit of \$6,000,000 or term through July 31, 2024. (100% Hospital Enterprise Fund I)

- C. 89** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the United States Department of Agriculture in an amount not to exceed \$52,782 for wildlife damage management services for the period July 1, 2023 through June 30, 2024. (60% State, 40% General Fund)
- C. 90** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a Job Order Contract with A CST Group Inc. (dba Dynasel USA) effective April 4, 2023, in the amount of \$2,500,000 for a term of one year from the first Notice to Proceed or 90 days after contract execution for repair, remodeling, and other repetitive work, Countywide. (100% Various Funds)
- C. 91** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a Job Order Contract with Mark Scott Construction, Inc., effective April 4, 2023, in the amount of \$2,500,000 for a term of one year from the first Notice to Proceed or 90 days after contract execution for repair, remodeling, and other repetitive work, Countywide. (100% Various Funds)
- C. 92** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jeff Weichieh Chiu D.O., Inc., in an amount not to exceed \$210,000 to provide emergency medicine services at Contra Costa Regional Medical Center and Health Centers for the period June 1, 2023 through May 31, 2024. (100% Hospital Enterprise Fund I)
- C. 93** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Suraj Cherry, M.D., in an amount not to exceed \$600,000 to provide ophthalmology services to Contra Costa Health Plan (CCHP) members and County recipients for the period May 1, 2023 through April 30, 2025. (100% CCHP Enterprise Fund II)
- C. 94** APPROVE and AUTHORIZE the Chief Information Officer, Department of Information Technology, or designee, to execute a contract with Amazon Web Services, Inc in an amount not to exceed \$500,000 for data hosting and other information technology services for the period of April 4, 2023, to April 3, 2025. (100% User Departments)

Other Actions

- C. 95** ADOPT Resolution No. 2023/109 authorizing the issuance and sale of "Orinda Union School District, Election of 2018 General Obligation Bonds, Measure E Series C and Measure I Series C in an aggregate amount not to exceed \$40,000,000 by the Orinda Union School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code, as recommended by the County Administrator. (No County fiscal impact)

- C. 96** ADOPT Resolution No. 2023/123 to amend the rules of procedure for Board of Supervisors meetings, including rules governing hybrid meetings, public comment time limits, teleconferencing options for Board members, meeting disruptions, and meeting civility.
- C. 97** ADOPT Resolution No. 2023/110 ratifying the County Administrator's proclamation of a local emergency due to continued extreme weather conditions.
- C. 98** ACCEPT the 2022 Quarter 4 report from the Council on Homelessness, as recommended by the Family & Human Services Committee.
- C. 99** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a standstill agreement with Alves Lane, L.P. and the California Housing Finance Agency, in connection with a density bonus and inclusionary housing developer agreement, to permit financing for the Alves Lane Apartments Project in the Bay Point area. (No County fiscal impact)
- C.100** RECEIVE the Sheriff-Coroner's FY 2021-2022 Annual P-6 Zone Deployment Report, from the County Service Area P-6 Zone Central Administrative Base Fund to provide extended police protection services in certain unincorporated county areas and partially fund the Sheriff's Helicopter Program. (No fiscal impact)
- C.101** DECLARE and ACCEPT the results of the March 7, 2023 Special Election and DECLARE the results of the Measure Z - Orinda Union School District, as recommended by the Clerk-Recorder and Registrar of Voters. (No fiscal impact)
- C.102** DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact)
- C.103** AUTHORIZE the Chair of the Board of Supervisors to sign the 2023-2025 Local Area Subsequent Designation and Local Recertification Application to the State of California Employment Development Department, for submission by the Employment and Human Services Director, or designee on behalf of the Workforce Development Board.
- C.104** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a license agreement with the United States of America, Department of the Navy, to use an approximately 80-acre portion of the former Concord Naval Weapons Station for public safety training purposes during the period from April 16, 2023 through May 31, 2024, as recommended by the Public Works Director, Concord area. (No fiscal impact)

- C.105** APPROVE the new medical staff, affiliates and tele-radiologist appointments and reappointments, additional privileges, medical staff advancement and voluntary resignations as recommended by the Medical Staff Executive Committee and by the Health Services Director. (No fiscal impact)
- C.106** APPROVE amended list of designated positions for the Conflict of Interest Code for the Clerk-Recorder-Elections Department, as recommended by County Counsel.

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.

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.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 655-2000 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:
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	June 14, 2023	4:00 p.m.
Equity Committee	April 17, 2023	10:30 a.m.
Family and Human Services Committee	April 24, 2023 Cancelled Special Meeting April 28, 2023	10:30 a.m.
Finance Committee	May 1, 2023	8:30 a.m.
Internal Operations Committee	April 10, 2023	10:30 a.m.
Legislation Committee	April 10, 2023	1:00 p.m.
Los Medanos Healthcare Operations Committee	May 1, 2023	1:00 p.m.
Public Protection Committee	May 1, 2023	10:30 a.m.
Sustainability Committee	May 15, 2023	1:00 p.m.
Transportation, Water and Infrastructure Committee	April 10, 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: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Resolution No. 2023/82 terminating & abandoning Offer of Dedication of excess road right of way on Wayne Ave. & execute a Quitclaim Deed, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2023/82 terminating and abandoning an Offer of Dedication of excess right of way of a street or highway no longer required for street or highway purposes in the Alamo area pursuant to Streets and Highway Code section and 8334(a) and Government Code section 66477.2(c). A description and depiction of the area to be terminated is attached to the Resolution as Exhibits "A" and "B." Project No. 0676-6Q1827 CP#22-39 (District II).

DETERMINE that the offer of dedication on Wayne Avenue for road (highway) purposes is not required for County road (highway) purposes.

AUTHORIZE the Chair, Board of Supervisors, to execute a quitclaim deed on behalf of the County to the underlying property owner of APN 201-082-001 and DIRECT the Real Estate Division of the Public Works Department to deliver a quitclaim deed to the underlying property owner for recording in the Office of the County Clerk-Recorder, to quitclaim any remaining interest of the County in the dedication area pursuant to Streets and Highway Code section 960 and Government Code section 25526.5.

DETERMINE that terminating the Offer of Dedication on Wayne Avenue and quitclaiming 25 feet of Wayne Avenue will not have a significant effect on the environment and that activity is not subject to the California Environmental Quality Act (CEQA) pursuant to Article 5, section 15061(b)(3) of the CEQA Guidelines, and

DIRECT the Director of Department of Conservation and Development, or designee, to file a Notice of Exemption with the County Clerk, and

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Tasha Thaxton, (925) 957-2457

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a \$25 fee to the Department of Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

DIRECT the Real Estate Division to record the above referenced Resolution with a certified copy of this Board Order in the Office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Applicant Fees.

BACKGROUND:

The Offer of Dedication was made by that Certain Map Entitled "Tract 2039", which was filed on January 19, 1955, in Book 57 of Maps, at Page 1. Portions of the offered areas were accepted as County roads by the Board of Supervisors on March 5, 1957 and recorded on March 7, 1957. Public Works Department staff have determined that the excess right-of-way being vacated and quitclaimed on Wayne Avenue has not been accepted by the County and is not needed for any current or future County road (highway) purposes.

The Applicant is requesting the excess road right-of-way be vacated and quitclaimed to allow for additional land rights for future development of their parcel. Due to the passage of time, it is presumed that this offer of dedication made by map has been terminated and abandoned. The Board's actions will expressly terminate and abandon the offer of dedication and remove the County's interest from the title to the underlying property.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not expressly terminate and abandon the offer of dedication.

ATTACHMENTS

Resolution No. 2023/82

Quitclaim

CEQA

Resolution Exhibits A & B

Subdivision (Track) Map 2039

Recorded at the request of: Clerk of the Board

Return To: Public Works, Real Estate, Tasha Thaxton

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2023/82

In the matter of adopting Resolution No. 2023/82 terminating and abandoning an Offer of Dedication for excess right of way of Wayne Avenue, Alamo Area, District II. Project No.: 0676-6Q1827 CP#22-39

WHEREAS, in 1955, Contra Costa County (County) received offers of dedication for roadway purposes identified on the approved map entitled "Tract 2039," which was filed on January 19, 1955, in Book 57 of Maps, at Page 1.

WHEREAS, portions of the offer of dedication identified as Forest Lane and Hart Court were accepted as County roads by the Board of Supervisors on March 5, 1957 and recorded on March 7, 1957. The excess right of way identified as Wayne Avenue was not included in that acceptance, and it has been determined that it is no longer needed for any current or future County road (highway) purposes.

WHEREAS, the current owner of APN 201-082-001 has requested that the area described in Exhibit "A" and depicted in Exhibit "B" attached hereto be vacated.

WHEREAS, this termination and abandonment of the offer of dedication of a certain excess right of way identified as Wayne Avenue is made pursuant to Government Code 66477.2 subdivision (c), and to Part 3 of Division 9, Chapter 4 of the Streets and Highways Code, commencing with Section 8330, et. seq., and, specifically, Section 8334(a). That offer of dedication for roadway purposes is excess and not required for County road (highway) purposes.

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of Contra Costa County that:

The Board FINDS that the Wayne Avenue offer of dedication for roadway (highway) purposes is excess and not required for County roadway (highway) purposes.

The offer of dedication described in Exhibit "A" and depicted in Exhibit "B" is hereby TERMINATED and ABANDONED pursuant to Government Code Section 66477.2, subdivision (c), and Streets and Highways Code Section 8334(a).

The Board DIRECTS the Public Works Director, or designee, to cause a certified copy of this Resolution to be recorded in the Office of the County Clerk-Recorder.

From and after the date this Resolution is recorded, the Offer of Dedication described in Exhibit "A" is terminated and the County's right to accept the offer is abandoned.

Contact: Tasha Thaxton, (925) 957-2457

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

ATTESTED: April 4, 2023

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

By: , Deputy

cc:

Recorded at the request of:
Contra Costa County

After recording return to:
Byron & Connie Withers
898 Forest Lane
Alamo, CA 94507

Mail Tax Statement to:
Byron & Connie Withers
898 Forest Lane
Alamo, CA 94507

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ _____

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged,
CONTRA COSTA COUNTY, a political subdivision of the State of California,

Does hereby remise, release, and forever quitclaim to BRYON ROLAND WITHERS AND CONNIE LYNN WITHERS, husband and wife as community property with right of survivorship, the following described real property in the unincorporated area of Alamo, State of California,

FOR DESCRIPTION AND PLAT MAP SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY

Date: _____

By _____
John Gioia
Chair, Board of Supervisors

STATE OF CALIFORNIA) §

COUNTY OF CONTRA COSTA) §

On _____ before me, _____ Clerk of the Board of Supervisors, Contra Costa County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____
Deputy Clerk

EXHIBIT "A"
LEGAL DESCRIPTION
QUIT CLAIM

WAYNE AVENUE (Portion)

ALL THAT CERTAIN REAL PROPERTY SITUATE IN UNINCORPORATED ALAMO, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING THE SOUTHEASTERLY HALF OF WAYNE AVENUE (50.00 FEET WIDE) AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 2039", FILED JANUARY 19, 1955. IN BOOK 57 OF MAPS, AT PAGE 1, CONTRA COSTA COUNTY RECORDS, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF WAYNE AVENUE, AS SHOWN ON SAID TRACT 2039 (57 M 1); THENCE ALONG THE SOUTHEASTERLY LINE OF SAID WAYNE AVENUE (57 M 1), SOUTH 45°16'00" WEST, 132.00 FEET; THENCE ALONG A TANGENT 20.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°33'04", AN ARC LENGTH OF 31.61 FEET TO A POINT OF CUSP ON THE NORTHEASTERLY LINE OF FOREST LANE (50.00 FEET WIDE), AS SHOWN ON SAID TRACT 2039 (57 M 1); THENCE ALONG THE NORTHWESTERLY PROLONGATION OF SAID NORTHEASTERLY LINE OF FOREST LANE (57 M 1), NORTH 45°17'04" WEST, 45.19 FEET TO THE CENTERLINE OF SAID WAYNE AVENUE (57 M 1); THENCE LEAVING SAID NORTHEASTERLY LINE, ALONG SAID CENTERLINE OF WAYNE AVENUE (57 M 1), NORTH 45°16'00" EAST, 152.19 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT 2039 (57 M 1); THENCE ALONG SAID NORTHEASTERLY LINE (57 M 1), SOUTH 45°17'04" EAST, 25.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,892 SQUARE FEET, MORE OR LESS.

SUBJECT TO: THE RIGHTS OF ANY EXISTING UTILITIES.

A PLAT LABELED "EXHIBIT "B" " IS ATTACHED HERETO AND MADE A PART HEREOF.

OCTOBER 07, 2022

KEITH NOFIELD, P.L.S. 7393
LICENSE EXPIRES: 12-31-23



END OF WRITTEN DESCRIPTION

S 45°17'04" E

25.00'

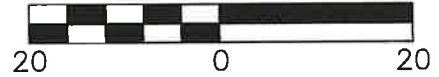
25.00'

POINT OF BEGINNING



SCALE IN FEET

1" = 20'



LANDS OF WITHERS
DOC. NO. 2021-0265242
APN: 201-082-001

LOT 9
57 M 1

WAYNE AVENUE
(50' WIDE)

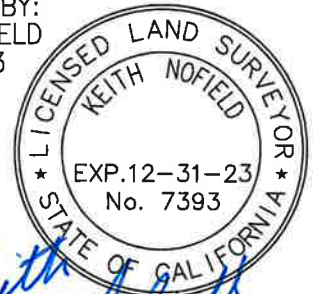
N 45°16'00" E 152.19'

AREA = 3,892± SQ. FT.

S 45°16'00" W 132.00'

LOT 10
57 M 1

PREPARED BY:
KEITH NOFIELD
P.L.S. 7393



Keith Nofield

R=20.00'
D=90°33'04"
L=31.61'

45.19'

N 45°17'04" W

FOREST LANE
(50' WIDE)

KEITH NOFIELD, PLS
5178 MOWRY AVE, STE 2151
FREMONT, CA 94538
510/468-2703

EXHIBIT "B"
QUIT CLAIM

898 FOREST LANE, ALAMO

UNINCORPORATED CONTRA COSTA COUNTY, CALIFORNIA

JOB NO.:
22-094

SHT. 1 OF 1

DATE: 10-07-22 SCALE: 1"=20'



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

To: [] Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Contra Costa County
Department of Conservation and
Development
30 Muir Road
Martinez, CA 94553

[x] County Clerk, County of Contra Costa

Project Title: Termination of Offer of Dedication and Quitclaim of a Portion of Excess Right-of-Way on Wayne Avenue, Project #: WO1827, CP#: 22-39

Project Applicant: Contra Costa County Public Works Dept., 255 Glacier Drive, Martinez CA 94553
Main: (925) 313-2000, Contact: Alex Nattkemper, (925) 313-2364

Project Location: Wayne Avenue, Alamo, Contra Costa County, adjacent to APN 201-082-001

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553
Main: (925) 655-2705, Contact: Syd Sotoodeh (925) 655-2877

Project Description: Contra Costa County will terminate an offer of dedication on Wayne Avenue containing approximately 7,781 square feet and quitclaim the southeasterly half of this area containing approximately 3,892 square feet of excess road right-of-way located adjacent to 898 Forest Lane, in the unincorporated community of Alamo. This portion of Wayne Avenue is a platted easement for a road that was never built, and it has been determined the offer of dedication is no longer needed by the County for road purposes. The adjacent property owner at 898 Forest Lane is requesting the offer of dedication be terminated and the excess road right-of-way be quitclaimed to allow for additional land rights for future development of their parcel. This CEQA documentation covers real estate transactions only. The parcel owner(s) and/or developer will be responsible for CEQA analysis as well as obtaining any applicable local, State, or Federal regulatory permits for subsequent activities.

Exempt Status:

- [] Ministerial Project (Sec. 21080[b][1]; 15268) [] Categorical Exemption (Sec.)
[] Declared Emergency (Sec. 21080[b][3]; 15269[a]) [x] General Rule of Applicability (Sec. 15061[b][3])
[] Emergency Project (Sec. 21080[b][4]; 15269[b][c]) [] Other Statutory Exemption (Sec.)

Reasons why project is exempt: The Activity consists of real estate transactions only that will involve terminating an offer of dedication and quitclaiming excess road right-of-way. Therefore, the Activity is not subject to CEQA pursuant to Article 5, Section 15601(b)(3) of the CEQA Statute and Guidelines as it can be seen with certainty that there is no possibility that the Activity may have a significant adverse effect on the environment.

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the [] Yes [] No project?

Signature: _____ Date: _____ Title: _____

Contra Costa County Department of Conservation and Development

- [x] Signed by Lead Agency [] Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

Signature

Title

Applicant

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Alex Nattkemper *LN*
Environmental Services Division
Phone: (925) 313-2364

Department of Fish and Wildlife Fees Due

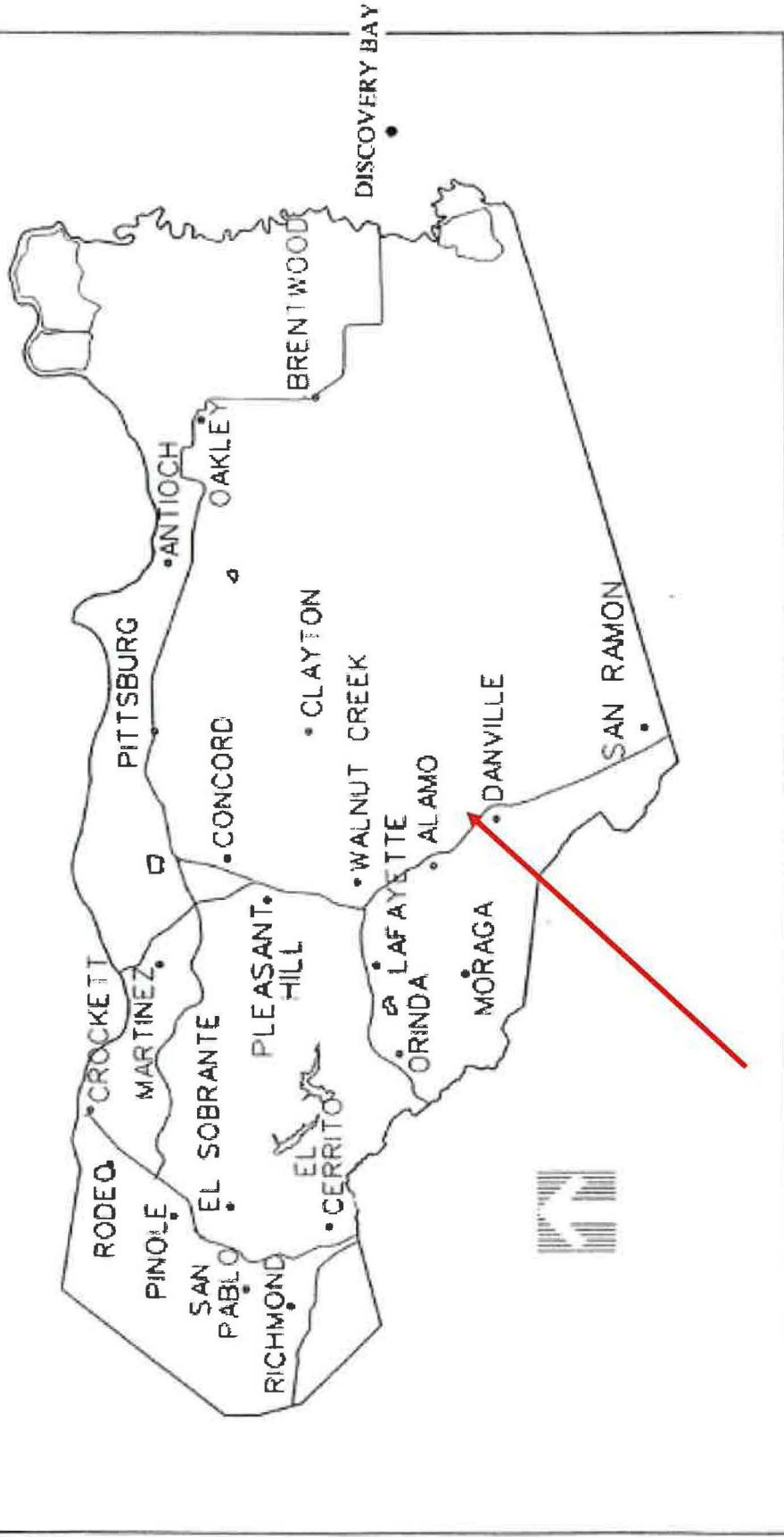
- De Minimis Finding - \$0
- County Clerk - \$50
- Conservation and Development - \$25

Total Due: \$75

Receipt #: _____

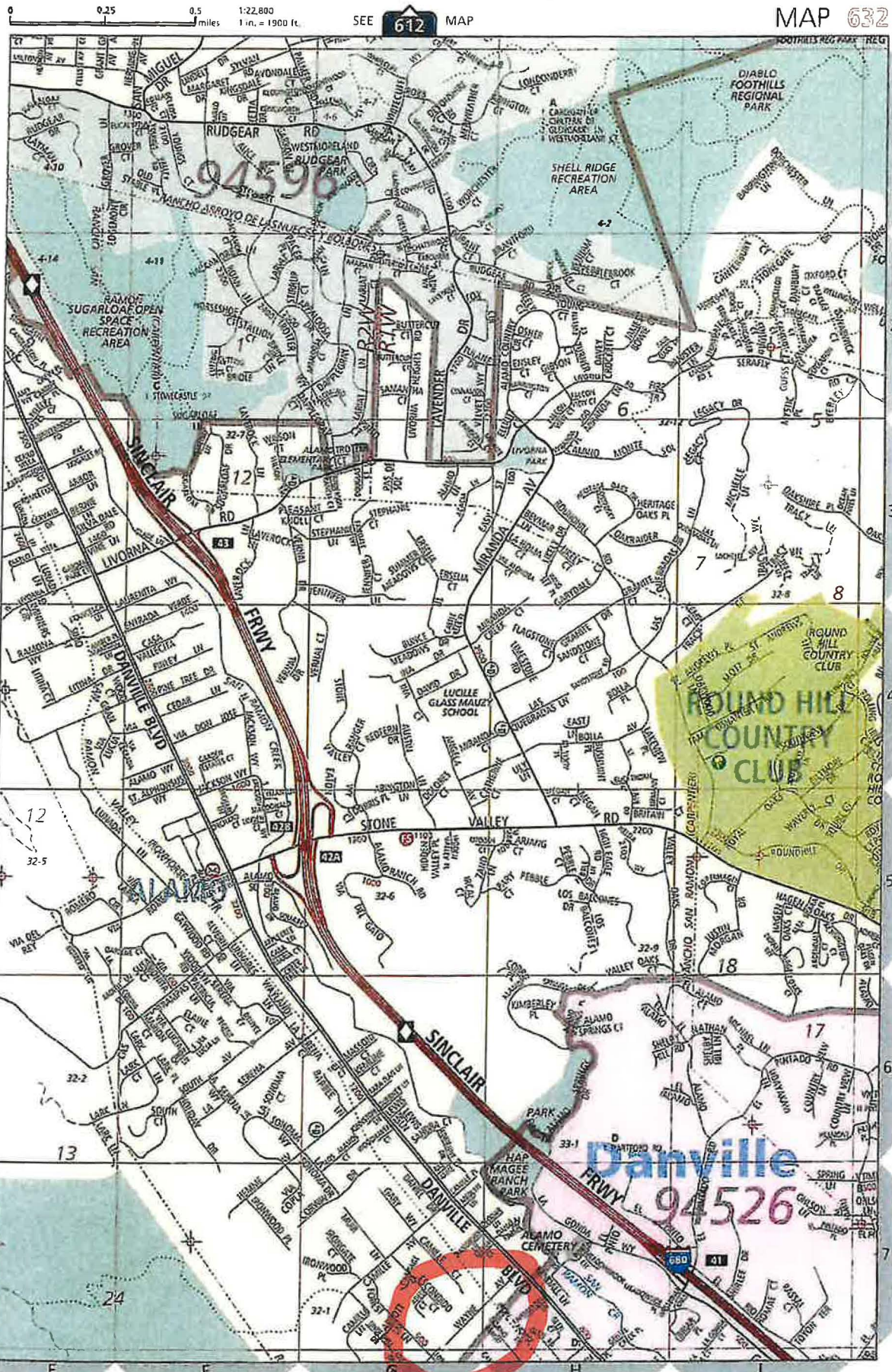
CONTRA COSTA COUNTY CALIFORNIA

Vacate & Quitclaim portion of excess road ROW of Wayne Ave, Alamo



LOCATION MAP

Vacinity Map



CONTRA COSTA

SEE 633 MAP

SEE 652 MAP

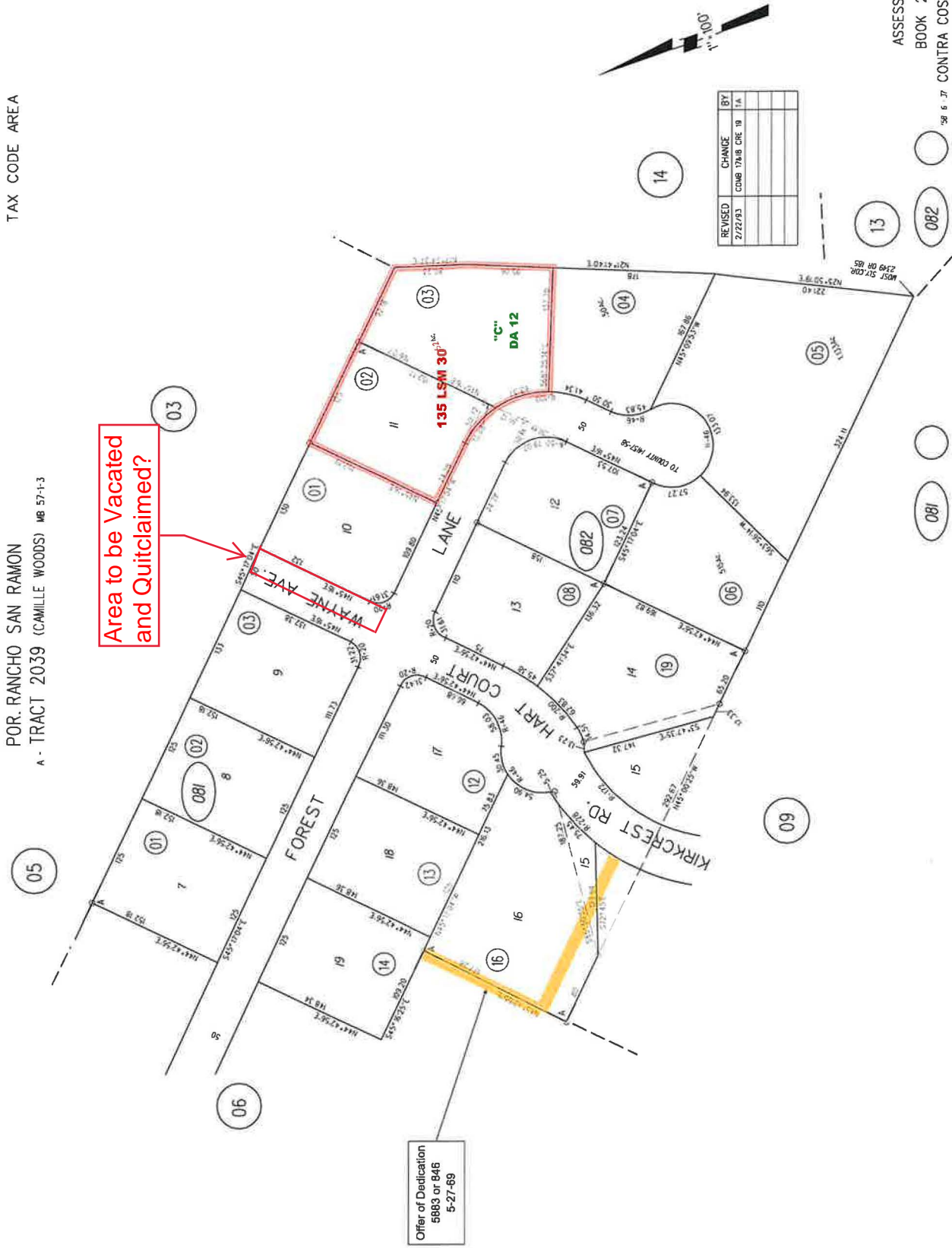
Figure 2

Figure 3

TAX CODE AREA

POR. RANCHO SAN RAMON
A - TRACT 2039 (CAMILLE WOODS) MB 57-1-3

Area to be Vacated
and Quitclaimed?



Offer of Dedication
5883 or 846
5-27-89

Termination of Offer of Dedication
Wayne Avenue
Tract 2039 (57 M 1)
Drawing No. MA-259-2022

Exhibit "A"

A portion of Rancho San Ramon, situate in an unincorporated area of Alamo in the County of Contra Costa, State of California and being all of Wayne Avenue as designated and delineated on the map entitled "Tract 2039" filed January 19, 1955, in Book 57 of Maps at page 1, described as follows:

All of Wayne Avenue (50-foot width) as shown on said map (57 M 1), including the two areas within the 20-foot radius right of way returns at Forest Lane.

Exhibit "B" a plat is attached hereto and by this reference made a part hereof.

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

Signature: Dana M. Trezise
Dana M. Trezise
Licensed Land Surveyor
Contra Costa County Public Works Department

Date: January 30, 2023



EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

APN: 201-030-001

S45° 17' 04"E

APN: 201-030-013

LOT 8
57 M 1
APN: 201-081-002

LOT 9
57 M 1
APN: 201-081-003

N45° 16' 00"E
132.38'

WAYNE AVE.
(50' WIDE)

Area = 7,781+/- Sq. Ft.

S45° 16' 00"W
132.00'

LOT 10
57 M 1
APN: 201-082-001

LOT 11
57 M 1
APN: 201-082-002

R=20.00' Δ=89°26'56" L=31.22'

44.81' | 45.19'

S45° 17' 04"E

FOREST LANE
(50' WIDE)

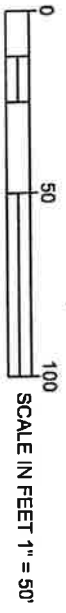
R=20.00' Δ=90°33'04" L=31.61'

LOT 18
57 M 1
APN: 201-082-013

LOT 17
57 M 1
APN: 201-082-012

LOT 13
57 M 1
APN: 201-082-008

LOT 12
57 M 1
APN: 21-082-007



Instrument: **Termination of Offer of Dedication**

Recorded: _____ Series No: _____

CAD FILE: WAYNE AVE TERMINATION.dwg



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

PAGE	1 of 1	DATE:	10/10/2022
SCALE:	1" = 50'	DRAWING NO.	MA-259-2022
DRAWN BY:	DTB	CHECKED BY:	JS

TRACT 2039

CONTRA COSTA COUNTY, CALIFORNIA

Scale 1"=50' NORMAN T. RIFFE - CIVIL ENGINEER October 1954
A PARTNERSHIP
MARTINEZ, CALIFORNIA

A PORTION OF RANCHO SAN RAMON

The undersigned, being the parties having a record title interest in the lands described and endorsed within the red lines upon this map do hereby consent to the making and recording of the same, and we do hereby dedicate to the use of the public those portions of said lands designated on said map as: Forest Lane, Hart Court, Wayne Lane and drainage easements.

Newhall-Scott Development Company
a corporation,
By Richard D. Mueller
Contra Costa County Title Company
a corporation, as trustee
By Richard D. Mueller
Mary K. Hart, as beneficiary
STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA } 55

TRACT 2039 is a portion of that certain parcel of land described in that deed from Mary K. Hart to Newhall-Scott Development Company, a corporation, dated July 2, 1954, recorded July 16, 1954, in Volume 1348 of Official Records at page 185, containing 10.328 acres more or less, and being situated in the Rancho San Ramon.

No part of this subdivision lies within the incorporated area of any city or town.

I certify that this map is made from our own survey of the ground during the month of August, 1954, and on the order of Newhall-Scott Development Co., Inc.; that the measurements are of the nature and in the direction shown on the map, and are sufficient to enable the survey to be retraced.

All bearings of this map are based on the California Coordinate System, Zone 3.

NORMAN T. RIFFE - CIVIL ENGINEER
1874-19th California
By Richard D. Mueller
Licensed Surveyor 2671

STATE OF CALIFORNIA } 55
COUNTY OF CONTRA COSTA

On this 15th day of Jan, 1955, before me Richard D. Mueller, a Notary Public in and for said County and State, personally appeared Richard D. Mueller, known to me to be the President and Vice President, respectively, of the corporation that executed the foregoing statement, and also known to me to be the persons who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the same, as trustee.

(See) Richard D. Mueller
Notary Public in and for the County of Contra Costa, State of California
My Commission expires Jan 27, 1962

On this 15th day of Jan, in the year 1955, before me Richard D. Mueller, Notary Public in and for said County and State, personally appeared Richard D. Mueller, known to me to be the President and Vice President, respectively, of the corporation that executed the foregoing statement, and also known to me to be the persons who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(See) Richard D. Mueller
Notary Public in and for the County of Contra Costa, State of California
My Commission expires Jan 27, 1962

STATE OF CALIFORNIA } 55
COUNTY OF CONTRA COSTA

On this 15th day of Jan, 1955, before me Richard D. Mueller, a Notary Public in and for said County and State, personally appeared Richard D. Mueller, known to me to be the person whose name is indicated in the foregoing statement, and acknowledged to me that she executed the same.

(See) Richard D. Mueller
Notary Public in and for the County of Contra Costa, State of California
My Commission expires Jan 27, 1962

STATE OF CALIFORNIA } 55
COUNTY OF CONTRA COSTA

I, M.T. Passack, County Clerk and Ex-officio Clerk of the Board of Supervisors of the County of Contra Costa, State of California, do hereby certify that the above and foregoing map entitled TRACT 2039 was presented to said Board of Supervisors as required by law at a regular meeting thereof, held on the 15th day of January, 1955, and that said Board of Supervisors did thereupon, by Resolution duly passed and adopted at said meeting, approved said map, and did not accept on behalf of the public those portions of said lands designated by the owners to the use of the public, to wit: Forest Lane, Hart Court, Wayne Lane, drainage and sewer easements.

I further certify that all bonds as required by law to accompany the within map have been approved by said Board of Supervisors and filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of January, 1955.

W. J. Parnell
County Clerk and Ex-officio Clerk of the Board of Supervisors of the County of Contra Costa, State of California
By W. J. Parnell
Deputy County Clerk

I, Victor W. Sauer, Road Commissioner-Surveyor of Contra Costa County, State of California, hereby certify that I have examined the map entitled TRACT 2039, that said map is substantially as the tentative map of this subdivision, that said map complies in all respects with the provisions of State, Federal and local ordinances governing the filing of subdivision maps, and that I am satisfied that the same is technically correct.

Chas. G. Smith
Road Commissioner-Surveyor
County of Contra Costa, State of California
By Chas. G. Smith
Deputy Road Commissioner-Surveyor

The map entitled TRACT 2039 is hereby accepted for registration showing a plan title as per letter of title made by Richard D. Mueller, Title Guaranty Corporation, dated the 15th day of January, 1955, and after examining the same, I deem that the said map complies in all respects with the provisions of State law and local ordinances governing the filing of subdivision maps.

Frank Cunningham
County Recorder in and for the County of Contra Costa, State of California
By Frank Cunningham
Deputy County Recorder

Recorded at the request of Richard D. Mueller, Title Guaranty Corporation, at 10 minutes past 2:00 PM on the 15th day of January, 1955, in the office of the County Recorder of the County of Contra Costa, State of California.

Frank Cunningham
County Recorder in and for the County of Contra Costa, State of California
By Frank Cunningham
Deputy County Recorder

I hereby certify that the Planning Commission of the County of Contra Costa, State of California, has approved the tentative map of this subdivision upon which this final map is based.

H. Russell Briggs
Principal Planner, Planning Commission of the County of Contra Costa, State of California

SHEET ONE OF THREE SHEETS
571
1-19-55-2147-PM

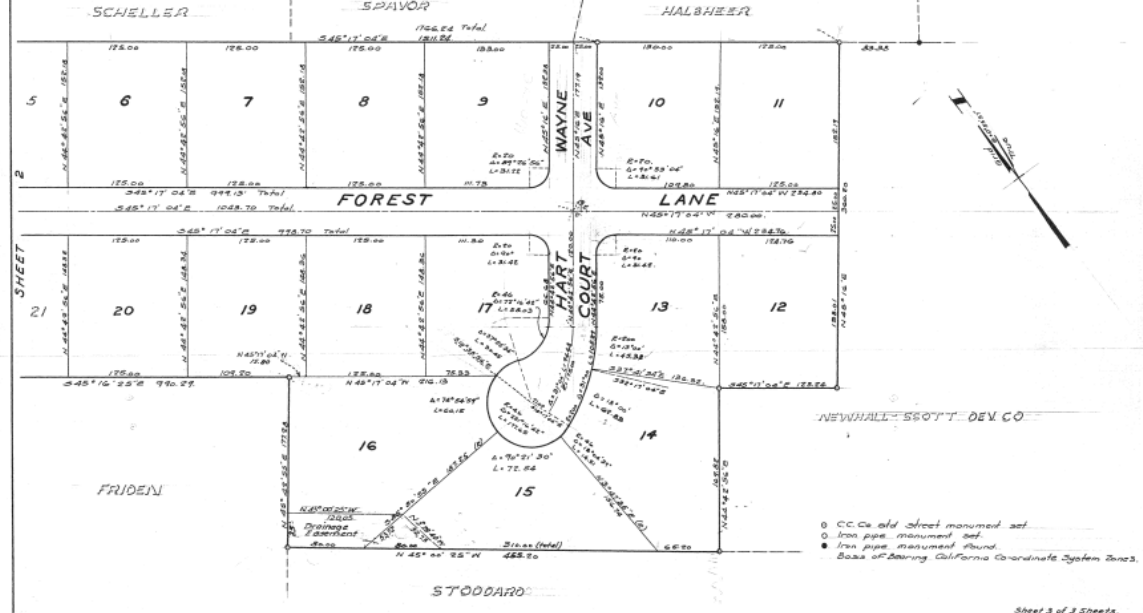
TRACT 2039

A PORTION OF RANCHO SAN RAMON

CONTRA COSTA COUNTY, CALIFORNIA

Scale 1"=50' NORMAN T. RIFFE - CIVIL ENGINEER
A Partnership
Martinez, California

CAMILLE WOODS



0 CC Co. old street monument set
o iron pipe monument set
● iron pipe monument found
Base of Survey California Coordinate System Zones.

57M3

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023



Contra
Costa
County

Subject: Ratify the prior decision to fully close a portion of several roads, on April 3, 2023 through June 30, 2023, Walnut Creek, area.

RECOMMENDATION(S):

ADOPT Resolution No. 2023/88 ratifying the prior decision of the Public Works Director, or designee, to fully close portions of Miramonte Road, Terrace Road, and Carmello Road on April 3, 2023, through June 30, 2023, from 7:00 a.m. through 5:00 p.m., for the purpose of installing approximately 2,940 feet of 6” water main, service transfers, hydrants and connections (infrastructure renewal), Walnut Creek area. (District IV)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Due to the existing road widths and the alignment of the new water main, East Bay Municipal Utility District is requesting to close the roads to through traffic to expedite construction of the new water mains and to provide the maximum public safety around the construction zone. East Bay Municipal Utility District shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:

East Bay Municipal Utility District would not be in compliance with Public Works guidelines.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Bob Hendry (925) 374-2136

By: , Deputy

ATTACHMENTS

Resolution No.

2023/88

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2023/88

ADOPT Resolution No. 2023/88 ratifying the prior decision of the Public Works Director, or designee, to fully close portions of Miramonte Road, Terrace Road, and Carmello Road on April 3, 2023, through June 30, 2023, from 7:00 a.m. through 5:00 p.m., for the purpose of installing approximately 2,940 feet of 6” water main, service transfers, hydrants and connections (infrastructure renewal), Walnut Creek area. (District IV)

RC23-7

NOW, THEREFORE, BE IT RESOLVED that permission is granted to East Bay Municipal Utility District, as the Public Works Director's designee, to fully close portions of Miramonte Road, Terrace Road, and Carmello Road, except for emergency traffic, local residents, US Postal Service and garbage trucks, on April 3, 2023, through July 30, 2023, for the period of 7:00 a.m. through 5:00 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction 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. East Bay Municipal Utility District shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff’s Department, the California Highway Patrol and the Fire District.

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

Contact: Bob Hendry (925) 374-2136

ATTESTED: April 4, 2023

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Marke Smith - Engineering Services, CHP, Sheriff - Patrol Division Commander, East Bay Municipal Utility District



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Approve & Authorize to fully close a portion of Oak View Avenue, on April 9, 2023, Kensington area.

RECOMMENDATION(S):

ADOPT Resolution No. 2023/94 approving and authorizing the Public Works Director, or designee, to fully close a portion of Oak View Avenue between Santa Fe Avenue and Colusa Avenue, on every Sunday beginning April 9, 2023 until April 7, 2024 from 6:00 a.m. through 4:00 p.m., for the purpose of a farmers' market, Kensington area. (District I)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Kensington Community Market operates the Kensington Farmers' Market, a California Certified Farmers' Market that hosts live music and sells produce and is a non-profit, community-based organization. The Kensington Farmers' Market is open every Sunday from 9:00 a.m. to 2:00 p.m., at Colusa Circle in Kensington. The Kensington Police Chief and Interim General Manager reviewed the road closure permit and did not have any concerns with the continued use of Oak View Ave. The Kensington Fire Protection District also supports and approves the ongoing weekly closure for the purpose of this 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: **04/04/2023** 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: April 4, 2023

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

Contact: Bob Hendry (925) 374-2136

By: , Deputy

ATTACHMENTS

Resolution No.

2023/94

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2023/94

ADOPT Resolution No. 2023/94 approving and authorizing the Public Works Director, or designee, to fully close a portion of Oak View Avenue between Santa Fe Avenue and Colusa Avenue, on every Sunday beginning April 9, 2023 until April 7, 2024 from 6:00 a.m. through 4:00 p.m., for the purpose of a farmers' market, Kensington area. (District I)

RC23-8

NOW, THEREFORE, BE IT RESOLVED that permission is granted to The Kensington Community Market to fully close Oak View Avenue between Santa Fe Avenue and Colusa Avenue, except for emergency traffic, and local residents, on every Sunday beginning April 9, 2023 until April 7, 2024 for the period of 6:00 a.m. through 4:00 p.m., subject to the following conditions:

1. Traffic will be detoured via neighboring streets.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. The Kensington Community Market 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 Protection and Community Services District, Kensington Fire Protection District.
6. Applicant shall maintain a minimum 5-foot sidewalk width along existing sidewalks of Oak View Avenue for pedestrian and ADA access.

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

ATTESTED: April 4, 2023

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

Contact: Bob Hendry (925) 374-2136

By: , Deputy

cc: Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Bob Hendry -Engineering Services, Robyn Pudlak, Engineering Services, CHP, Sheriff - Patrol Division Commander, Kensington Police Department, Kensington Fire Department



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Issue a warrant to Metropolitan Transportation Commission for Pavement Technical Assistance matching funds

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor’s Office to issue a warrant, in the amount of \$20,000, to the Metropolitan Transportation Commission (MTC) for Pavement Technical Assistance Program (P-TAP) matching funds, Countywide. Project No.: 0672-6U2109. (100% Local Road Funds)

FISCAL IMPACT:

100% Local Road Funds

BACKGROUND:

Contra Costa County has been selected by the MTC to receive P-TAP funding for pavement distress inspections of unincorporated County roads. Funding for the project will be \$100,000. The County is required to provide 20% matching funds (\$20,000).

CONSEQUENCE OF NEGATIVE ACTION:

Unincorporated County roads will not receive pavement distress inspections in 2023 or 2024.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Caroline Tom (925) 313-7007

By: , Deputy

cc:

ATTACHMENTS

MTC Award

Letter

MTC Invoice



METROPOLITAN
TRANSPORTATION
COMMISSION

Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105
415.778.6700
www.mtc.ca.gov

March 9, 2023

Alfredo Pedroza, Chair
Napa County and Cities

Nick Josefowitz, Vice Chair
San Francisco Mayor's Appointee

Margaret Abe-Koga
Cities of Santa Clara County

Eddie Abn
San Francisco Bay Conservation
and Development Commission

David Canepa
San Mateo County

Cindy Chavez
Santa Clara County

Carol Dutra-Vernaci
Cities of Alameda County

Dina El-Tawansy
California State
Transportation Agency

Victoria Fleming
Sonoma County and Cities

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Matt Maban
San Jose Mayor's Appointee

Nate Miley
Alameda County

Stephanie Moulton-Peters
Marin County and Cities

Sue Noack
Cities of Contra Costa County

Gina Papan
Cities of San Mateo County

David Rabbitt
Association of Bay Area Governments

Hillary Ronen
City and County of San Francisco

James P. Spring
Solano County and Cities

Sheng Thao
Oakland Mayor's Appointee

Vacant
U.S. Department of Housing
and Urban Development

Andrew B. Fremier
Executive Director

Alix Bockelman
Deputy Executive Director, Policy

Brad Paul
Deputy Executive Director,
Local Government Services

Ms. Caroline Tom
Senior Civil Engineer
Contra Costa County
2475 Waterbird Way
Martinez, CA 94553

RE: Pavement Management Technical Assistance Program (P-TAP) Round 24

Dear Ms. Tom:

We are pleased to inform you that your project has been selected for P-TAP Round 24 assistance.

Project Type:	PMS
Consultant Assigned:	NCE
Total project cost:	\$100,000
Local Contribution to be sent to MTC:	\$20,000

MTC will enter into a contract directly with a consultant for the total project cost. We expect the contract to be ready in May when your project will officially begin. As soon as the contracts are finalized, the selected consultant will be contacting you to work out a detailed Work Scope, Schedule, and Budget (WSB). WSBs will be expected to clearly describe the scope of work, define the specific tasks required, time for completion, and budget.

MTC also requires payment for the local contribution amount shown above by **Monday, April 17, 2023**. Failure to submit the local contribution funds in a timely manner will disqualify your project and P-TAP funds for your project may be rescinded. Please make checks payable to MTC, include "P-TAP 24" in the comments line, and send a copy of the attached invoice with payment to:

Metropolitan Transportation Commission
Attn: Accounts Receivable
P.O. Box 45788
San Francisco, CA 94145-0788

Once the local funds are received by MTC, a "notice to proceed" will be issued to the consultant and work can commence. MTC will email you so that you can participate in a mandatory "kick-off" webinar for all P-TAP 24 recipients. The consultant will contact you to schedule an in-person "kick-off" meeting.

P-TAP Round 24
March 9, 2023
Page 2

MTC will pay the consultant directly after receiving project deliverables and upon your approval of those deliverables. Please note that additional costs above and beyond P-TAP funds may be added to the MTC contract with the condition that the difference is sent to MTC along with the local contribution. Also, please refer to MTC Resolution No. 4078, Revised for P-TAP Guidelines that include program goals, eligibility and project selection criteria. The resolution will be emailed to you.

This project must be completed by April 30, 2024. It is important that you review the consultant's final report promptly so that the project can be closed out and invoiced by that date.

As part of PTAP Round 24, you will receive two years of subscription of StreetSaver[®]. Upon receipt of the local contribution, we will send you an acknowledgement of the subscription.

If you have any questions, please contact Sui Tan at 510-400-8428 or stan@bayareametro.gov.

Sincerely,



Section Director
Funding Policy and Programs

TR: ST
Attachment

INVOICE

Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105
PHONE (415) 778-6700

Customer No: V00024
Invoice: AR031271
Invoice Date: 02/28/2023
Terms: Net 30

To: CONTRA COSTA, COUNTY OF
2475 WATERBIRD WAY
MARTINEZ, CA 94553

Transaction Date	Description	Amount
02/28/2023	4902 -P -TAP 24	\$20,000.00
Total Due		\$20,000.00

DS
GK

DS
SB

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Please make checks payable to:
METROPOLITAN TRANSPORTATION COMMISSION
P.O. Box 45788
San Francisco, CA 94145-0788

Customer No: V00024
Invoice: AR031271
Invoice Date: 02/28/2023
Total Amount Due: \$20,000.00

Total Payment: \$ _____

PTAP 24 Invoices for Local Contribution **GL code 105000000** **Object code 2201**

County	Vendor ID	Address Type	Agency	Address1	Address2	City	ZipCode	AwardLetter FN	AwardLetter LN	PCJobTitle	PCPhone	PCEmail	Major Inspection	Consultant Assigned	Project Type	Local Contribution to be sent to MTC
Alameda	V00197	A2	City of Albany	540 Cleveland Avenue	NULL	Albany	94710	Allison Carrillo	Associate Engineer	5105285737	acarrillo@albanyc.a.org	2021	Adhara/ Bellecci	IS/NPMS	\$20,000	
Alameda	V00078	AP	City of Dublin	100 Civic Plaza	NULL	Dublin	94568	Sai Midididdi	Associate Civil (Traffic) En	9258336630	sai.midididdi@dublin.ca.gov	2021	NCE	PMS	\$12,000	
Alameda	V00086	AP	City of Livermore	1052 South Livermore Avenue	NULL	Livermore	94550	Mallika Ramachandran	Assistant City Engineer	9259604511	mramachandran@livermoreca.gov	2020	CAPS	PMS	\$20,000	
Alameda	V00652	MD	City of Newark	37101 Newark Blvd	NULL	Newark	94560	Alex Tat	Senior Civil Engineer	5105784041	alex.tat@newark.org	2022	NCE	PMS	\$7,100	
Alameda	V00040	R1	City of Pleasanton	200 Old Bernal	NULL	Pleasanton	94566	Huy Ho	Associate Civil Engineer	9259315663	hho@cityofpleasantonca.gov	2020	AMS	PMS	\$15,000	
Alameda	V00041	A6	City of San Leandro	835 E. 14th Street	Engineering	San Leandro	94577	Kyle Lei	Associate Engineer	5105773302	klei@sanleandro.org	2020	AMS	PMS	\$12,200	
Contra Costa	V00075	A1	City of Concord	1950 Parkside Drive	MS/ 40	Concord	94519	Aldrich Bautista	Associate Civil Engineer	9256713028	aldrich.bautista@cityofconcord.org	2020	Adhara	PMS	\$20,000	
Contra Costa	V00674	AP	City of Oakley	3231 Main Street	NULL	Oakley	94561	Jason Kabalin	Capital Projects Engineer	9256257040	kabalin@ci.oakley.ca.us	2020	PEI	PMS	\$9,850	
Contra Costa	V00670	AR	City of Pinole	2131 Pear St	NULL	Pinole	94564	Sanjay Mishra	Public Works Director	5107249017	smishra@ci.pinole.ca.us	2021	Harris & Associates	PMS	\$3,650	
Contra Costa	V00671	AP	City of Pittsburg	65 Civic Avenue	NULL	Pittsburg	94565	Lynne Filson	Consulting City Traffic Eng	9257857141	lfilson@pittsburgca.gov	2020	CAPS	PMS	\$11,900	
Contra Costa	V00770	A4	City of Richmond	450 Civic Center Plaza	NULL	Richmond	94804	Patrick Phelan	Infrastructure Administrator	5103078111	patrick_phelan@ci.richmond.ca.us	2021	PEI	PMS	\$20,000	
Contra Costa	V00024	AR	Contra Costa County	2475 Waterbird Way	NULL	Martinez	94553	Caroline Tom	Senior Civil Engineer	9253137007	caroline.tom@pw.cccounty.us	2021	NCE	PMS	\$20,000	
Contra Costa	V00097	AP	Town of Danville	510 La Gonda Way	NULL	Danville	94526	Nader Salama	Senior Civil Engineer	9253143348	nsalama@danville.ca.gov	2020	AMS	PMS	\$11,100	
Contra Costa	T00171	A2	Town of Moraga	329 Rheem Blvd.	NULL	Moraga	94556	Sharon Chan	Assistant Engineer	9258887028	schan@moraga.ca.us	2020	CAPS	PMS	\$4,100	
Marin	V02899	AP	City of Belvedere	450 San Rafael Avenue	NULL	Belvedere	94941	Chris Barry	Associate Engineer	4154358903	cbarry@cityofbelvedere.org	2020	PEI	PMS	\$3,000	
Marin	V00210	A6	Marin County	3501 Civic Center Drive	NULL	San Rafael	94903	Rachel Calvert	Interim Principal Engineer	4152467580	rcalvert@marincounty.org	2022	AMS	PMS	\$20,000	
Marin	V02847	AP	Town of Corte Madera	240 Tamal Vista Boulevard	Suite 110	Corte Madera	94925	Demetre Copeland	Assistant Engineer	7603106641	dcopeland@tcmmail.org	2020	PEI	PMS	\$3,000	
Marin	V02846	A2	Town of Ross	31 Sir Francis Drake Blvd.	P.O. Box 3	Ross	94957	Richard Simonitch	Public Works Director	415453E+12	rsimonitch@townofross.org	2021	PEI	PMS	\$3,000	
Napa	V00685	A1	City of St. Helena	1572 Railroad Avenue	NULL	St. Helena	94574	Eric Janzen	Assistant Director of Publ	7079672831	ejanzen@cityofsthelela.org	2021	Harris & Associates	PMS	\$3,000	
Napa	V00025	A6	Napa County	1195 Third Street	Suite 101	Napa	94559	Graham Wadsworth	Engineering Supervisor	7072598331	Graham.Wadsworth@countyofnapa.org	2020	Harris and Associates	PMS	\$45,000	
San Francisco	V00020	A2	San Francisco	49 South Van Ness Avenue	8th Floor	San Francisco	94103	Paul Barradas	Project Manager	6282712580	Paul.Barradas@sfdpw.org	2021	Adhara	PMS	\$20,000	
San Mateo	V00108	A1	City of East Palo Alto	1960 Tate Street	NULL	East Palo Alto	94303	Batool Zaro	Assistant Engineer	6503888921	bzaro@cityofepa.org	2020	Adhara	PMS	\$3,000	
San Mateo	V02845	AP	City of Foster City	610 Foster City Blvd.	NULL	Foster City	94404	Justin Lai	Associate Civil Engineer	6502863271	jilai@fostercity.org	2020	Adhara	PMS	\$3,800	
San Mateo	V01330	P1	City of San Bruno	567 El Camino Real	NULL	San Bruno	94066	Jake Zhang	Assistant Engineer	6506167043	jzhang@sanbruno.ca.gov	2021	NCE	PMS	\$6,250	
San Mateo	V00036	AP	City of San Mateo	330 W 20th Ave	NULL	San Mateo	94403	Stephanie Gindlesperger	Senior Engineer	6505227315	sgindlesperger@cityofsanmateo.org	2020	NCE	PMS	\$14,100	
San Mateo	V00026	AP	City of South San Francisco	DPW - Engineering Division	315 Maple	South San Francisco	94083	Angel Torres	Senior Civil Engineer	6508296660	angel.torres@ssf.net	2020	AMS	PMS	\$9,800	
San Mateo	V03115	R1	Town of Portola Valley	765 Portola Road	NULL	Portola Valley	94028	Howard Young	Public Works Director	6.50851E+12	hyoung@portolavalley.net	2021	NCE	PMS	\$3,000	
San Mateo	V00690	AP	Town of Woodside	2955 Woodside Rd	NULL	Woodside	94062	Sindhi Mekala	Senior Engineer	6508516790	smekala@woodsidetown.org	2020	Adhara	PMS	\$3,350	
Santa Clara	V00675	AP	City of Campbell	70 N. 1st Street	NULL	Campbell	95008	Todd Capurso	Public Works Director	4088662150	toddcc@campbellca.gov	2020	PEI	PMS	\$6,600	
Santa Clara	V00090	AP	City of Milpitas	455 E. Calaveras Blvd.	NULL	Milpitas	95035	Nolen Ugalde	Junior Engineer	4085863357	nugalde@milpitas.gov	2022	CAPS	PMS	\$9,150	
Santa Clara	V00092	AP	City of Mountain View	500 Castro Street	NULL	Mountain View	94039	Kathryn Robertson	Associate Civil Engineer	6509036079	kathryn.robertson@mountainview.gov	2020	CAPS	PMS	\$16,250	
Santa Clara	V00038	PO	City of San Jose	1404 Mabury Rd.	NULL	San Jose	95133	Chanh Do	Associate Engineer	4086282933	chanh.do@sanjoseca.gov	2022	Harris & Associates	PMS	\$20,000	
Santa Clara	V00034	MD	City of Santa Clara	1500 Warburton Ave	NULL	Santa Clara	95050	Falguni Amin	Principal Engineer - Design	4086153015	famin@santaclaraca.gov	2020	CAPS	PMS	\$17,650	
Santa Clara	V00023	AR	City of Sunnyvale	221 Commercial St	NULL	Sunnyvale	94085	Sean Smith	Street Operations Manager	4087307559	srsmith@sunnyvale.ca.gov	2020	PEI	PMS	\$18,300	
Santa Clara	V00043	A4	Santa Clara County	1505 Schallenberger Rd	NULL	San Jose	95131	Gavin Finley	Associate Civil Engineer	4085732491	gavin.finley@rda.sccgov.org	2022	Adhara	PMS	\$20,000	
Solano	V00016	A1	City of Benicia	250 East L Street	NULL	Benicia	94510	Sharon Denney	Management Analyst	7077464215	sdenney@ci.benicia.ca.us	2021	NCE	PMS	\$6,900	
Solano	V00077	P1	City of Dixon	600 East A Street	NULL	Dixon	95620	William Garcia	Staff Augmentation Consultant	7076787031	wgarcia667@gmail.com	2020	Harris & Associates	PMS	\$5,100	
Solano	V00080	MD	City of Fairfield	1000 Webster Street	3rd Floor	Fairfield	94533	Jason Riley	Assistant City Engineer	7074287481	jriley@fairfield.ca.gov	2021	NCE	PMS	\$11,200	
Solano	V00692	A1	City of Suisun City	701 Civic Center Blvd	NULL	Suisun City	94585	Nick Lozano	Sr. Associate Engineer	7075800629	nlozano@suisun.com	2020	CAPS	PMS	\$5,400	
Sonoma	V00662	AR	City of Cotati	201 West Sierra Avenue	NULL	Cotati	94931	Craig Scott	Public Works Director/City	7076653620	cscott@cotaticity.org	2021	Harris and Associates	PMS	\$3,000	
Sonoma	V00042	A6	City of Petaluma	11 English Street	NULL	Petaluma	94952	Ken Eichstaedt	Senior Traffic Engineer	7077763672	keichstaedt@cityofpetaluma.org	2021	PEI	PMS	\$12,350	
Sonoma	V00037	PO	City of Rohnert Park	130 Avram Avenue	NULL	Rohnert Park	94928	Eydie Tacata	Sr. Public Works Analyst	7075882205	etacata@rpcity.org	2021	Adhara/ AMS	IS/NPMS	\$65,715	
Sonoma	V00708	PO	City of Sonoma	No. 1 The Plaza	NULL	Sonoma	95476	Oriana Hart	Admin and Project Manager	7079332233	ohart@sonomacity.org	2021	Harris and Associates	PMS	\$3,000	
Sonoma	V00029	AR	Sonoma County	2300 County Center Drive	100B	Santa Rosa	95403	Stephen Urbanek	Pavement Preservation Administrator	7075653884	steve.urbanek@sonoma-county.org	2022	Harris & Associates	PMS	\$20,000	
Sonoma	V000663	AP	Town of Windsor	9291 Old Redwood Highway	P.O. Box 11	Windsor	95492	Mona Ibrahim	Engineer III	7078385349	mbrahim@townofwindsor.com	2021	PEI	PMS	\$6,050	
															\$573,865	

**Metropolitan Transportation Commission
Administration Committee**

March 8, 2023

Agenda Item 2b

Contract Amendments– Pavement Management Technical Assistance Program (P-TAP)

Round 24 (\$2,445,465): Adhara Systems, Inc., (\$401,600); AMS Consulting, LLC, (\$398,365); Bellecci & Associates, Inc., (\$17,000); Capitol Asset & Pavement Services, Inc., (\$402,550); Harris & Associates, Inc., (\$413,650); Nichols Consulting Engineers, CHTD, (\$402,150); and Pavement Engineering, Inc., (\$410,150)

Subject:

Contract amendments to add a total of \$2,445,465 to and extend by one additional year through April 30, 2024, the contracts with the seven P-TAP consultants listed above.

Background:

P-TAP provides Bay Area jurisdictions with assistance and expertise in implementing and maintaining a pavement management program. Projects eligible for funding include assistance with implementing and maintaining pavement management systems, and non-pavement asset management pilot projects. MTC has programmed over \$29 million in Federal Surface Transportation Block Grant Program (STP) funds during the last 23 rounds of P-TAP, which has funded over 1,000 projects and assisted all Bay Area jurisdictions with their pavement management needs. Local jurisdictions provide the required 20% local contribution that is applied to the federal match and pays for a two-year StreetSaver[®] pavement management software subscription for the jurisdiction. For the current cycle, P-TAP Round 24 (FY 2022-23), the proposed contract amendments total \$2,445,465. Funding for the program is approximately \$2.13 million STP funds in the One Bay Area Grant 3 (OBAG 3) Program that is included in the Fiscal Year (FY) 2022-23 agency budget. The amendments are proposed in the not to exceed amounts below:

Administration Committee**March 8, 2023****Page 2 of 3****Agenda Item 2b**

Consultant Name, Location	Not to Exceed Amendment Amount
Adhara Systems Inc., San Jose, CA	\$401,600
AMS Consulting, LLC, Pleasanton, CA	\$398,365
Bellecci & Associates, Inc., Pleasanton, CA	\$17,000
Capitol Asset & Pavement Services, Inc., Salem, OR	\$402,550
Harris & Associates, Inc., Concord, CA	\$413,650
Nichols Consulting Engineers, CHTD, Richmond, CA	\$402,150
Pavement Engineering, Inc., San Luis Obispo, CA	\$410,150
Total Amendments	\$2,445,465

MTC retains these seven consultants to provide services to Bay Area agencies that apply for P-TAP assistance. Funds are allocated to individual projects, ranging from \$15,000 to \$100,000, based on the scope and amount requested by the jurisdiction. Projects are then assigned to P-TAP consultants based on each firm's expertise, prior experience with the jurisdiction, and past performance.

The firms listed above were qualified through a competitive procurement via a Request for Qualifications issued by MTC in 2020. In January 2021, this Committee authorized one-year contracts with these firms, with options to extend in one-year increments for up to three additional years. MTC has entered into contracts with these firms. On October 24, 2022, staff contacted all 109 Bay Area cities and counties to solicit project applications for P-TAP Round 24. Projects selected from Pavement Management System projects and Non-Pavement Asset Management pilot projects are based on the availability of funding and the scoring criteria established in the MTC P-TAP Program Guidelines (MTC Resolution 4078, Revised). This scoring criteria prioritizes jurisdictions that did not receive P-TAP funds in Round 23; jurisdictions requesting funds for Pavement Management System projects; small jurisdictions (those with few centerline miles); and jurisdictions with a lapsed or soon to be lapsed certification status.

The seven P-TAP consultants and their subcontractors' small business and disadvantaged enterprise status are shown in Attachment A.

Administration Committee

March 8, 2023

Page 3 of 3

Agenda Item 2b

Next Steps:

Staff will seek to amend the existing contracts by adding the approved additional funds and exercising the option to extend by one year.

Issues:

None identified.

Recommendations:

Staff recommends that the Committee authorize the Executive Director or designee to negotiate and enter into contract amendments with the seven P-TAP consultants to extend the contracts through April 30, 2024 and add a total of \$2,445,465 for a total not to exceed amount of \$6,691,815 for all the contracts noted to provide the P-TAP 24 services described above.

Attachments:

- Attachment A – Small Business and Disadvantaged Business Enterprise Status
- Request for Committee Approval – Summary of Proposed Contract Amendment



Andrew B. Fremier

Attachment A

Small Business and Disadvantaged Business Enterprise Status

	Firm Name	Role on Project	DBE* Yes / No	If DBE Yes, List #	SBE** Yes / No	If SBE Yes, List #
Prime Contractor	AMS Consulting, LLC	Pavement Management Project services	Yes	35907	No	
Prime Contractor	Adhara Systems, Inc.	Pavement Management Project Services	No		No	
Subcontractor	Lee, Incorporated	Pavement Management Project Services	Yes	24740	No	
Prime Contractor	Bellecci & Associates, Inc.	Non-Pavement Asset Management services	No		No	
Subcontractor	Geografika Consulting	Non-Pavement Asset Management services	Yes	35814	No	
Prime Contractor	Capitol Asset & Pavement Services, Inc.	Pavement Management Project Services	No		No	
Subcontractor	AMS Consulting, LLC	Pavement Management Project Services	Yes	35907	No	

Administration Committee
March 8, 2023
Page 2 of 2

Attachment A
Agenda Item 2b

Subcontractor	Lewis Engineering	Pavement Management Project Services	Yes	28890	No	
Prime Contractor	Harris & Associates, Inc.	Pavement Management Project Services	No		No	
Subcontractor	AMS Consulting, LLC	Pavement Management Project Services	Yes	35907	No	
Prime Contractor	Nichols Consulting Engineers, CHTD	Pavement Management Project Services	No		No	
Subcontractor	AMS Consulting, LLC	Pavement Management Project Services	Yes	35907	No	
Prime Contractor	Pavement Engineering, Inc.	Pavement Management Project Services	No		No	
Subcontractor	Seeley Tech	Pavement Management Project Services	Yes	42884	No	

*Denotes certification by the California Unified Certification Program (CUCP).

**Denotes certification by the State of California.

Request for Committee Approval

Summary of Proposed Contract Amendment

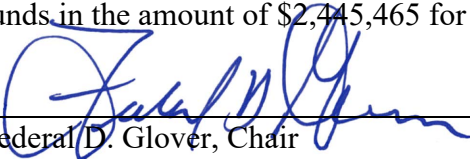
Work Item No.:	1233
Consultants:	<ol style="list-style-type: none">1. Adhara Systems, Inc., San Jose, CA (\$401,600)2. AMS Consulting, LLC, Pleasanton, CA (\$398,365)3. Bellecci & Associates, Inc., Concord, CA (\$17,000)4. Capitol Asset & Pavement Services, Inc., Salem, OR (\$402,550)5. Harris & Associates, Inc., Concord, CA (\$413,650)6. Nichols Consulting Engineers, CHTD, Richmond, CA (\$402,150)7. Pavement Engineering, Inc., San Luis Obispo, CA (\$410,150)
Work Project Title:	Pavement Management Technical Assistance Program (P-TAP), Round 24
Purpose of Project:	To provide technical assistance in implementing P-TAP for jurisdictions in the San Francisco Bay Area.
Brief Scope of Work:	Includes some or all the following: collecting pavement data, running Street Saver software, identifying budget impacts on pavement condition; providing plans, specifications, and estimates for constructing streets and roads; and assisting with non-pavement asset management.
Project Cost Not to Exceed:	\$2,445,465 these amendments Previous approved contract amounts = \$4,246,350 Total approved contract amounts based on this action = \$6,691,815
Funding Source:	Federal Surface Transportation Block Grant Program (STP) funds and Local funds
Fiscal Impact:	\$2,445,465 of the funding for this amendment is available in the FY 2022-23 agency budget.

Administration Committee
March 8, 2023
Page 2 of 2

Agenda Item 2b
Request for Committee Approval

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a contract amendment with each of the firms listed above, in the respective amounts listed above, to provide technical assistance in implementing P-TAP for jurisdictions in the San Francisco Bay Area as described above and in the Executive Director's memorandum dated March 8, 2023, and the Chief Financial Officer is directed to set aside funds in the amount of \$2,445,465 for such contract amendments.

Administration Committee:


Federal D. Glover, Chair

Approved:

March 8, 2023



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Blanket Purchase Order with Cresco Equipment Rental for rentals of heavy equipment for road and flood control maintenance, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a blanket purchase order with Cresco Equipment Rental, in an amount not to exceed \$300,000, for rentals of heavy equipment used for road and flood control maintenance, for the period April 4, 2023 through April 3, 2026, Countywide.

FISCAL IMPACT:

The cost of renting equipment for road and flood control maintenance is funded 100% by local road and flood control funds.

BACKGROUND:

The Contra Costa County Public Works Department maintains over 660 miles of roads, 79 miles of creeks and channels, and 29 detention basins and dams throughout Contra Costa County. The equipment required for this type of maintenance work includes heavy equipment rentals used by County work crews.

On January 19, 2023, the County issued Invitation for Bid (IFB) 2301-623 for rentals of heavy equipment used for road and flood control maintenance. Two firms responded and each firm provided the lowest prices for half of the equipment, so the award is being split between the two firms.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Richard Herd (925) 313-7012

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the blanket purchase order will prevent the Public Works Department from completing routine and emergency road and flood control maintenance work in a timely manner.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Blanket Purchase Order with Herc Rentals Inc, for rentals of heavy equipment used for road and flood control maintenance, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a blanket purchase order with Herc Rentals Inc., in an amount not to exceed \$300,000, for rentals of heavy equipment used for road and flood control maintenance, for the period April 4, 2023 through April 3, 2026, Countywide. (100% Local Road and Flood Control Funds)

FISCAL IMPACT:

The cost of renting equipment for road and flood control maintenance is funded 100% by local road and flood control funds.

BACKGROUND:

The Contra Costa County Public Works Department maintains over 660 miles of roads, 79 miles of creeks and channels, and 29 detention basins and dams throughout Contra Costa County. The equipment required for this type of maintenance work includes heavy equipment rentals used by County work crews.

On January 19, 2023, the County issued Invitation for Bid (IFB) 2301-623 for rentals of heavy equipment used for road and flood control maintenance. Two firms responded and each firm provided the lowest prices for half of the equipment, so the award is being split between the two firms.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Richard Herd (925) 313-7012

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the blanket purchase order will prevent the Public Works Department from completing routine and emergency road and flood control maintenance work in a timely manner.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Accepting an Offer of Dedication - Drainage Purposes for development plan permit DP14-03041, North Richmond area.

RECOMMENDATION(S):

ADOPT Resolution No. 2023/95 accepting an Offer of Dedication - Drainage Purposes for development plan permit DP14-03041, for a project developed by IPT Richmond DC LLC, as recommended by the Public Works Director, North Richmond area. (District I)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication - Drainage Purposes is required per Condition of Approval No. 68-11. A previous Offer of Dedication - Drainage Purposes has been approved for recording purposes only on January 5, 2021, Resolution No. 2021/3, Recording Document Number DOC-2021-0011855.

CONSEQUENCE OF NEGATIVE ACTION:

Drainage easement will not be accepted.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

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

By: , Deputy

ATTACHMENTS

Resolution No. 2023/95

Recording Document No.

DOC-2021-0011855

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2023/95

IN THE MATTER OF accepting an Offer of Dedication - Drainage Purposes for development plan permit DP14-03041, for a project developed by IPT Richmond DC LLC, as recommended by the Public Works Director, North Richmond area. (District I)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED:

INSTRUMENT: Offer of Dedication - Drainage Purposes

REFERENCE: 408-180-010/408-170-072

GRANTOR: IPT Richmond DC LLC

AREA: North Richmond

DISTRICT: I

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

ATTESTED: April 4, 2023

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

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Austin Pato - Engineering Services, Francisco Avila- DCD, Renee Hutchins - Records, Karen Piona- Records, Michael Burger, Flood Control, IPT Richmond DC III LLC

Recorded at the request of:

Contra Costa County
Public Works Department

Return to:

Contra Costa County
Public Works Department
Records Section

Area: Richmond

Road: Pittsburg Ave

Co. Road No.: 0565N

Development No.: DP14-3041

Assessor's No.: 408-180-010/ 408-170-072



CONTRA COSTA Co Recorder Office
DEBORAH COOPER, Clerk-Recorder

DOC - 2021-0011856

Wednesday, Jan 13, 2021 13:55:00



Total Paid: No Fee

Receipt#: 202100008512

0000 - Public

207 / ARPC / 1-11

OFFER OF DEDICATION - DRAINAGE PURPOSES

IPT RICHMOND DC III LLC, a Delaware limited liability company, the undersigned, being the present title owner(s) of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication to COUNTY OF CONTRA COSTA, a political subdivision of the State of California, and its successors or assigns, of an easement for storm, flood and surface water drainage, including construction, access or maintenance of work, improvements and structures, whether covered or open, or the clearing of obstructions and vegetation, upon the real property situated in the County of Contra Costa, State of California, described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map) attached hereto.

It is understood and agreed that COUNTY OF CONTRA COSTA and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

[Signatures and Notary Blocks Appear on the Following Pages]

The undersigned executed this instrument on October 21, 2019.

IPT Richmond DC III LLC,
a Delaware limited liability company

By: BTC II Holdco LLC,
a Delaware limited liability company,
its sole member

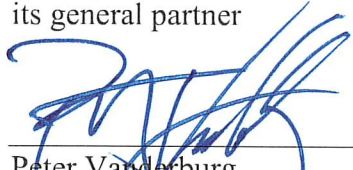
By: Build-To-Core Industrial Partnership II LP,
a Delaware limited partnership,
its manager

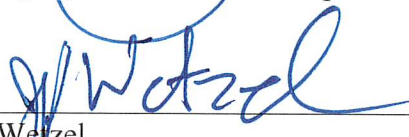
By: IPT BTC II GP LLC,
a Delaware limited liability company,
its general partner

By: IPT Real Estate Holdco LLC,
a Delaware limited liability company,
its sole member

By: Industrial Property Operating Partnership LP,
a Delaware limited partnership,
its sole member

By: Industrial Property Trust Inc.,
a Maryland corporation,
its general partner

By: 
Peter Vanderburg
Managing Director of Development

By: 
JR Wetzel
Senior Managing Director, Western Region

[Notary Blocks Appear on the Following Pages]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

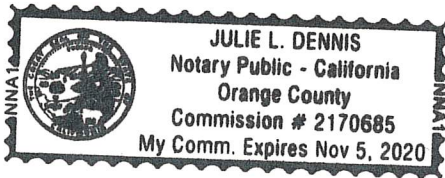
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On October 21, 2019 before me, Julie L. Dennis, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Peter Vanderburg
Name(s) of Signer(s)

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 Julie L. Dennis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

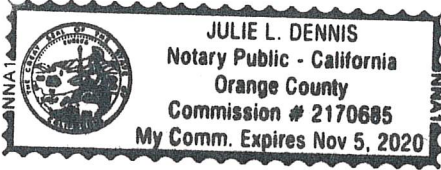
On October 21, 2019 before me, Julie L. Dennis, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Janvier Reed Wetzel
Name(s) of Signer(s)

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 Julie L. Dennis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

- Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

- Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

Signer Is Representing:

EXHIBIT "A"
LEGAL DESCRIPTION
45' WIDE DRAINAGE EASEMENT

BEING REAL PROPERTY SITUATE IN AN UNINCORPORATED PORTION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF "ADJUSTED PARCEL 1" AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED OCTOBER 16, 2019, AS DOCUMENT NO. 2019-0176365, CONTRA COSTA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 1, THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 57° 00' 00" WEST, 440.69 FEET,
- 2) ALONG THE ARC OF A 2,287.15 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08° 59' 37", AN ARC DISTANCE OF 359.01 FEET,
- 3) SOUTH 65° 59' 37" WEST, 15.32 FEET,
- 4) ALONG THE ARC OF A 2,513.16 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04° 17' 42", AN ARC DISTANCE OF 188.39 FEET, TO A POINT OF REVERSE CURVATURE,
- 5) ALONG THE ARC OF A 77.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 42° 48' 05", AN ARC DISTANCE OF 57.52 FEET, TO A POINT OF REVERSE CURVATURE,
- 6) ALONG THE ARC OF A 138.01 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03° 35' 26", AN ARC DISTANCE OF 8.65 FEET, TO THE SOUTHWESTERLY CORNER OF SAID ADJUSTED PARCEL 1 (2019-0176365 O.R.), SAID POINT BEING ON THE EASTERLY LINE OF RICHMOND PARKWAY.

THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 00° 35' 08" EAST, 45.56 FEET;

THENCE LEAVING SAID LINE, AND RUNNING ALONG THE FOLLOWING SIX (6) COURSES:


- 1) ALONG A NON-TANGENT 183.01 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 08° 21' 09" WEST; THROUGH A CENTRAL ANGLE OF 06° 08' 51", AN ARC DISTANCE OF 19.64 FEET, TO A POINT OF REVERSE CURVATURE,
- 2) ALONG A 32.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42° 48' 05", AN ARC DISTANCE OF 23.91 FEET, TO A POINT OF REVERSE CURVATURE,
- 3) ALONG A 2,558.16 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04° 17' 42", AN ARC DISTANCE OF 191.76 FEET,
- 4) NORTH 65° 59' 37" EAST, 15.32 FEET,

- 5) ALONG THE ARC OF A 2,242.15 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08° 59' 37", AN ARC DISTANCE OF 351.95,
- 6) NORTH 57° 00' 00" EAST, 471.23 FEET, TO A POINT ON THE EASTERLY LINE OF SAID ADJUSTED PARCEL 1 (2019-0176365 O.R.).

THENCE ALONG LAST SAID LINE SOUTH 01° 09' 47" WEST, 54.38 FEET, TO THE POINT OF BEGINNING.

CONTAINING 48,226 SQUARE FEET OR 1.1071 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


GARY K. LAMB, P.L.S. 6627

11-24-20
DATE



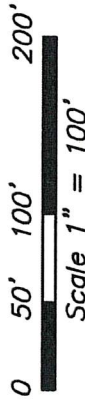
Exhibit "B"
Plat Map
Slope Easement

LEGEND

- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- (T) TOTAL
- (R) RADIAL BEARING
- SF SQUARE FEET

ADJUSTED PARCEL 1
2019-0176365 OR.

45' DRAINAGE EASEMENT
48,226±SF, 1,1071±AC



S1°09'47"W 1043.87' (T)
54.38
POB

N57°00'00"E 471.23
S57°00'00"W 440.69
PARCEL 1387, 1405 OR 833

CONTRA COSTA COUNTY WATER CONSERVATION DISTRICT
FLOOD CONTROL OR. 846 & 1724 OR. 49
R=2242.15' D=859.37' L=351.95'
R=2287.15' D=859.37' L=359.01'

N65°59'37"E 15.32'
R=2538.16' D=471.42' L=191.67'
R=2538.16' D=471.42' L=188.39'
R=2538.16' D=471.42' L=188.39'
R=2538.16' D=471.42' L=188.39'
S65°59'37"W 15.32'

RICHMOND PKWY
N0°35'08"E 1602.03' (T)
45.56'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	77.00'	42°48'05"	57.52'
C2	138.01'	3°35'27"	8.65'
C3	183.01'	6°08'51"	19.64'
C4	32.00'	42°48'05"	23.91'

DATE	NOV., 2020
SCALE	1" = 100'
BY	GKL
JOB NO.	A18625-1
SHEET	1 OF 1

EXHIBIT "B"
DRAINAGE EASEMENT
RICHMOND,
CONTRA COSTA COUNTY
CALIFORNIA

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 01/05/2021 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Diane Burgis, District III Supervisor Karen Mitchoff, District IV Supervisor Federal D. Glover, District V Supervisor

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2021/3

IN THE MATTER OF accepting for recording purposes only, an Offer of Dedication for Drainage Purposes for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT: Offer of Dedication for Drainage Purposes

REFERENCE: 408-180-010/408-170-072

GRANTOR: IPT Richmond III LLC

AREA: Richmond

DISTRICT: I

Contact: Randolph Sanders (925) 313-2111



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

ATTESTED: January 5, 2021

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

Stacey M Boyd
By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Deborah Preciado - Engineering Services, Francisco Avila- DCD, Renee Hutchins - Records, Karen Piona- Record, IPT Richmond DC III LLC



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: January 5, 2021

Subject: Accept an Offer of Dedication for Drainage Purposes for development plan DP14-03041, Richmond area.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/3 accepting for recording purposes only, an Offer of Dedication for Drainage Purposes for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication for Drainage Purposes is required per Condition of Approval No. 68-10 (For future levee slope improvement purposes.)

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication for Drainage Purposes will not be recorded.

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

Action of Board On: **01/05/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

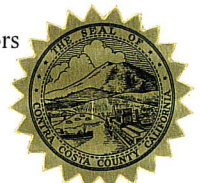
- A YE: John Gioia, District I Supervisor
 Candace Andersen, District II Supervisor
 Diane Burgis, District III Supervisor
 Karen Mitchoff, District IV Supervisor
 Federal D. Glover, District V Supervisor

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: January 5, 2021

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

Stacey M Boyd
By: Stacey M. Boyd, Deputy



Contact: Randolph Sanders (925)
313-2111

ATTACHMENTS

Resolution No. 2021/3

Offer of Dedication - Drainage

Purposes



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Approve the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD19-09527, Discovery Bay area.

RECOMMENDATION(S):

ADOPT Resolution No. 2023/96 approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD19-09527, for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (District III)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 132.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

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

By: , Deputy

ATTACHMENTS

Resolution No. 2023/96

Stormwater Management Facilities Operation & Maintenance
Agreement

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2023/96

IN THE MATTER OF approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD19-09527 (APN's 004-010-006, 004-032-005, -062; 004-510-001, -003, -004, -005,-006,; 001-230-050, -051, -052), for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (District III)

WHEREAS the Public Works Director has recommended that he be authorized to execute the Stormwater Management Facilities Operation and Maintenance Agreement with Pulte Home Company, LLC, as required by the Conditions of Approval for subdivision SD19-09527. This agreement would ensure the operation and maintenance of the stormwater facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for subdivision SD19-09527, which is located at the existing terminus of Point of Timber Road, Discovery Bay area.

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

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

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

ATTESTED: April 4, 2023

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Anthony DiSilvestre - Engineering Services, Renee Hutchins - Records, Karen Piona- Records, Michelle Mancuso- Watershed Program, Flood Control, John Steere, Watershed Program, Flood Control, Catherine Windham, Flood Control, Pulte Home Company LLC

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Document Title

COUNTY OF CONTRA COSTA

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

PROJECT: SD19-9527

PROPERTY OWNER(S): Pulte Home Company, LLC

**ASSESSOR'S PARCEL NUMBER(S): 004-010-006, 004-032-005, -062; 004-510-001, -003, -004, -
005, -006; 011-230-050, -051, -052**

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

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between Pulte Home Company, LLC, and the County of Contra Costa, a political subdivision of the State of California.

DEFINITIONS

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

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

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

Lot: The term "**Lot**" and "**Lots**" means the individual lots or parcels shown on the Map.

Map: The term "**Map**" means the final map(s) or parcel map(s) of the Project filed in the Official Records of the Contra Costa County Recorder.

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

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

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

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

Project: The term "**Project**" means **SD19-9527**, which is being developed on the Property by the Property Owner.

Property: The term "**Property**" means that real property, including all Lots, shown on the Map and described in Exhibit A attached to this Agreement.

Property Owner: The terms "**Property Owner**" and "**Property Owners**" mean Pulte Home Company, LLC, and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Lots shown on the Map.

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

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

RECITALS

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

- A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.
- B. The County is the owner of the portion of Point of Timber Road that falls between the 100 feet of curbs located 300 feet east of Poe Drive in the vicinity of the Discovery Bay area in unincorporated Contra Costa County, and associated storm drains, and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.
- C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.
- D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.
- E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.

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

AGREEMENT

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

SECTION 1

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

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

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

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

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

The County recognizes that the Operation and Maintenance Plan may provide for the allocation of Property Owner responsibilities for the maintenance of Stormwater Facilities located on various Lots. However, regardless of the allocation of maintenance responsibilities, the Property Owner of each Lot is responsible for compliance with all of the obligations contained in this Agreement, and all Property Owners will be jointly and severally liable for failure to comply with the terms and conditions set forth in this Agreement and in the Ordinance.

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

SECTION 2

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

SECTION 3

Right of Entry and Stormwater Facilities Inspection by the County: The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of

this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.

SECTION 4

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

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

SECTION 5

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

Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

SECTION 6

Covenant Running with the Land: The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit of the portion of Point of Timber Road that falls between the 100 feet of curbs located 300 feet east of Poc Drive in the vicinity of the Discovery Bay area of unincorporated Contra Costa County, and associated storm drain(s), and each and every part thereof. Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road(s) and storm drains

SECTION 7

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

SECTION 8

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

SECTION 9

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

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

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

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

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

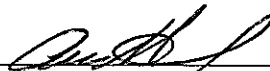
SECTION 10

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

County of Contra Costa

Property Owner

By: _____
Brian M. Balbas, Public Works Director

By:  _____
Aaron Head
Division Vice President of Land Planning
and Development

RECOMMENDED FOR APPROVAL:

Brian M. Balbas, Public Works Director

(Note: All Property Owner signatures must be notarized. If Property Owner is a California limited liability company, Property Owner must sign in accordance with one of the following: (1) Two managers may sign, but if the articles of organization indicate that the company is managed by only one manager, one manager may sign (Corp. Code, § 17703.01, subd. (d)); (2) subject to the articles of organization, two officers may sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer (Corp. Code, § 17704.07, subd. (w); or (3) subject to the articles of organization, if the company is not manager-managed, any member may sign. (Corp. Code, § 17703.01, subd. (a).]

By: _____
Deputy Public Works Director

APPROVED AS TO FORM:

Thomas L. Geiger
Chief Assistant County Counsel

By: _____
Deputy County Counsel

Attachments: Exhibit A (Legal Description)
Exhibit B (Plat)
Acknowledgment

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 ALAMEDA)

On MARCH 20, 2023, before me, DEE S. BUMANLAG,

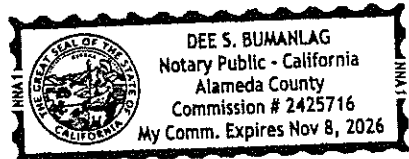
Notary Public, personally appeared AARON HEAD

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.

Dee S. Bumanlag
Signature of Notary Public



(SEAL)

EXHIBIT "A"
DESCRIPTION
PROJECT BOUNDARY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED TERRITORY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING ALL OF PARCELS ONE THROUGH FOUR, SEVEN AND ELEVEN AS DESCRIBED IN DOCUMENT NUMBER 2005-0070061, CONTRA COSTA COUNTY RECORDS, ALL OF RESULTANT PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 2022-0042513, CONTRA COSTA COUNTY RECORDS, AND ALL OF RESULTANT PARCELS A, B, C, AND D AS DESCRIBED IN DOCUMENT NUMBER 2022-0061614, CONTRA COSTA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID RESULTANT PARCEL A, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL SEVEN AND SAID RESULTANT PARCELS A, C AND D, THE FOLLOWING FIVE (5) COURSES:

1. NORTH 01°00'40" EAST, 2,616.32 FEET;
2. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 20.00 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 01°02'25" WEST, HAVING A CENTRAL ANGLE OF 63°07'18" AND AN ARC LENGTH OF 22.03 FEET;
3. ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 42.00 FEET, HAVING A CENTRAL ANGLE OF 243°09'10" AND AN ARC LENGTH OF 178.24 FEET;
4. NORTH 88°59'27" WEST, 55.32 FEET;
5. THENCE NORTH 01°00'05" EAST, 2,417.66 FEET TO THE SOUTHERLY LINE OF THE LANDS OF EAST CONTRA COSTA IRRIGATION DISTRICT, AS SHOWN IN BOOK 4452 OF OFFICIAL RECORDS, AT PAGE 582, CONTRA COSTA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FIFTEEN (15) COURSES:

1. SOUTH 64°04'59" EAST, 1,953.60 FEET;
2. SOUTH 88°59'59" EAST, 203.50 FEET;
3. NORTH 38°13'01" EAST, 15.63 FEET;
4. NORTH 50°12'21" WEST, 209.80 FEET;
5. NORTH 83°36'39" EAST, 314.50 FEET;
6. NORTH 06°23'21" WEST, 50.16 FEET;
7. SOUTH 83°36'39" WEST, 354.85 FEET;
8. NORTH 32°37'21" WEST, 180.40 FEET;
9. NORTH 57°22'39" EAST, 66.00 FEET;
10. SOUTH 64°08'21" EAST, 124.31 FEET;
11. NORTH 77°49'39" EAST, 341.88 FEET;
12. SOUTH 30°26'21" EAST, 111.54 FEET;

13. SOUTH 80°32'21" EAST, 43.56 FEET;
14. NORTH 89°03'39" EAST, 41.58 FEET;
15. THENCE NORTH 71°08'39" EAST, 64.51 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL THREE;

THENCE ALONG THE EASTERLY LINE OF SAID PARCELS TWO, THREE, ELEVEN, (2005-0070061) SAID RESULTANT PARCEL 2 (2022-0042513), AND PARCELS A, B, AND C (2022-0061614) THE FOLLOWING TWENTY SEVEN (27) COURSES:

1. SOUTH 00°00'00" EAST, 106.02 FEET;
2. SOUTH 32°49'38" WEST, 59.01 FEET;
3. SOUTH 82°20'39" WEST, 81.03 FEET;
4. SOUTH 18°51'21" EAST, 27.22 FEET;
5. SOUTH 14°38'39" WEST, 129.05 FEET;
6. SOUTH 32°49'38" WEST, 186.26 FEET;
7. SOUTH 42°28'21" EAST, 32.81 FEET;
8. NORTH 72°01'39" EAST, 11.91 FEET;
9. SOUTH 35°10'12" WEST, 38.32 FEET;
10. SOUTH 30°02'22" WEST, 130.07 FEET;
11. SOUTH 28°33'12" WEST, 147.78 FEET;
12. SOUTH 08°17'27" WEST, 106.18 FEET;
13. SOUTH 18°40'12" WEST, 140.12 FEET;
14. SOUTH 16°03'32" WEST, 139.38 FEET;
15. SOUTH 16°12'08" WEST, 58.74 FEET;
16. NORTH 15°11'07" EAST, 245.96 FEET;
17. NORTH 04°00'15" WEST, 74.63 FEET;
18. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 560.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 79°46'07" WEST, HAVING A CENTRAL ANGLE OF 10°20'10" AND AN ARC LENGTH OF 101.02 FEET;
19. ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 440.00 FEET, HAVING A CENTRAL ANGLE OF 10°52'22" AND AN ARC LENGTH OF 83.50 FEET;
20. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 560.00 FEET, HAVING A CENTRAL ANGLE OF 05°58'36" AND AN ARC LENGTH OF 58.42 FEET;

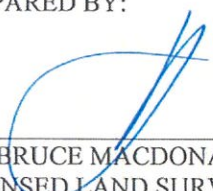
21. SOUTH 15°40'17" WEST, 856.74 FEET;
22. SOUTH 16°14'17" WEST, 1,327.54 FEET;
23. ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 660.00 FEET, HAVING A CENTRAL ANGLE OF 13°16'24" AND AN ARC LENGTH OF 152.90 FEET;
24. SOUTH 47°23'00" WEST, 45.26 FEET;
25. SOUTH 42°37'00" EAST, 12.83 FEET;
26. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 660.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 56°24'12" WEST, HAVING A CENTRAL ANGLE OF 14°01'56" AND AN ARC LENGTH OF 161.64 FEET;
27. THENCE SOUTH 47°37'44" WEST, 1,514.97 FEET TO THE SOUTHERLY LINE OF SAID RESULTANT PARCEL A;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°08'08" WEST, 69.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 161.74 ACRES MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:



IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA



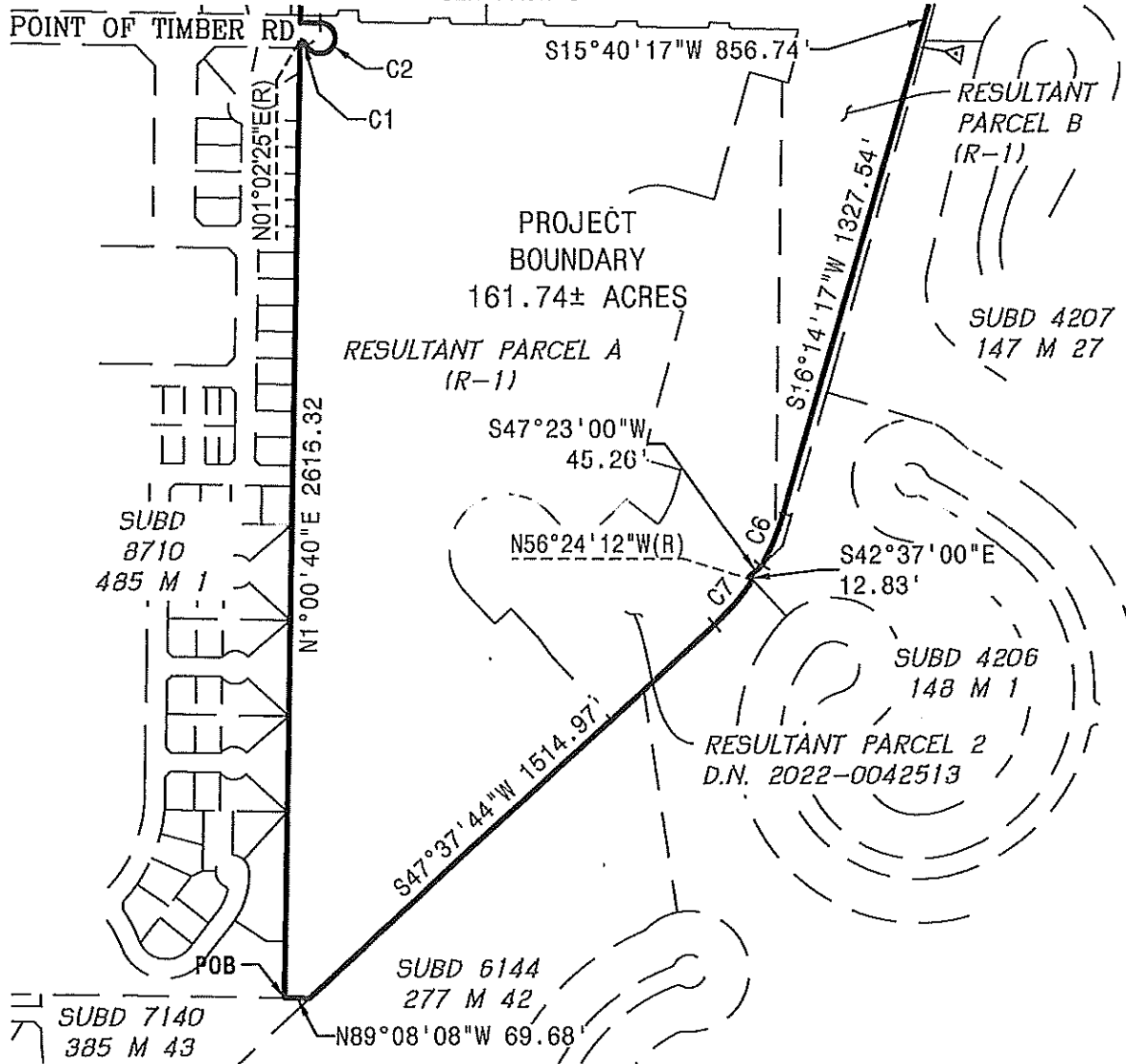
3/9/23
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

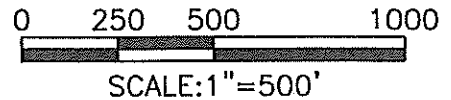
EXHIBIT "B"

PAGE 4 OF 7

SEE PAGE 5



*FOR LINE AND CURVE TABLES
SEE PAGE 7



LEGEND

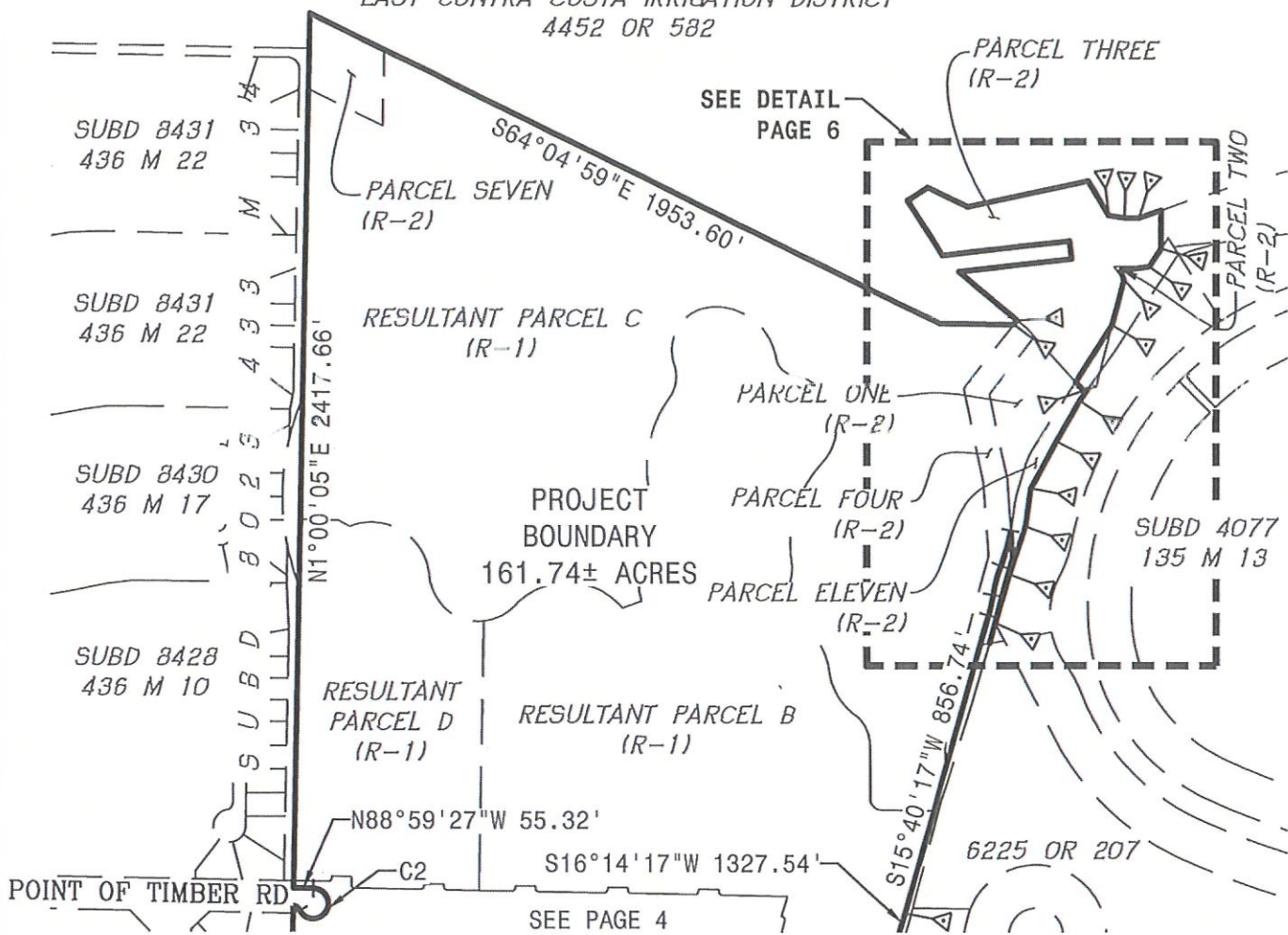
- BOUNDARY OF DESCRIPTION
- - - - EXISTING PARCEL
- △ ANGLE POINT
- CCCR CONTRA COSTA COUNTY RECORDS
- M OFFICIAL MAP
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- SUBD SUBDIVISION MAP
- (R) RADIAL BEARING
- (R-1) D.N. 2022-0061614, CCCR
- (R-2) D.N. 2005-0070061, CCCR

PLAT TO ACCOMPANY DESCRIPTION			
PROJECT BOUNDARY			
DISCOVERY BAY		CALIFORNIA	
MACKAY & SOMPS			
ENGINEERS		PLANNERS	SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588		(925)225-0690	
DRAWN	DATE	SCALE	JOB NO.
JZL	OCTOBER 2022	1"=500'	19977.000

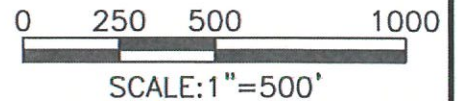
EXHIBIT "B"

PAGE 5 OF 7

EAST CONTRA COSTA IRRIGATION DISTRICT
4452 OR 582



*FOR LINE AND CURVE TABLES
SEE PAGE 7



LEGEND

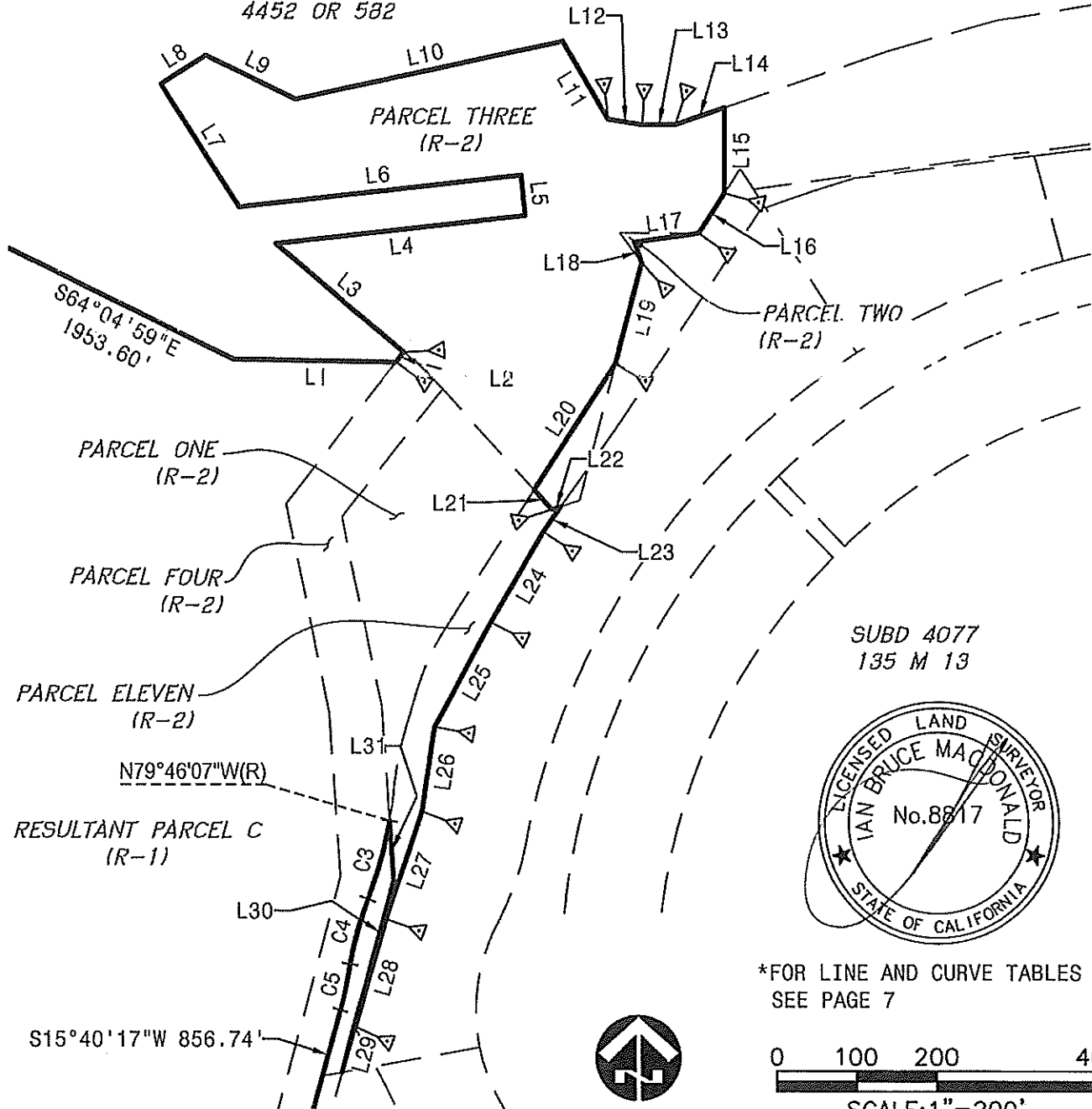
- BOUNDARY OF DESCRIPTION
- EXISTING PARCEL
- ANGLE POINT
- CCCR CONTRA COSTA COUNTY RECORDS
- M OFFICIAL MAP
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- SUBD SUBDIVISION MAP
- (R) RADIAL BEARING
- (R-1) D.N. 2022-0061614, CCCR
- (R-2) D.N. 2005-0070061, CCCR

PLAT TO ACCOMPANY DESCRIPTION			
PROJECT BOUNDARY			
DISCOVERY BAY		CALIFORNIA	
MACKAY & SOMPS			
ENGINEERS		PLANNERS	SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588		(925)225-0690	
DRAWN	DATE	SCALE	JOB NO.
JZL	OCTOBER 2022	1"=500'	19977.000

EXHIBIT "B"

PAGE 6 OF 7

EAST CONTRA COSTA IRRIGATION DISTRICT
4452 OR 582



*FOR LINE AND CURVE TABLES
SEE PAGE 7

LEGEND

- BOUNDARY OF DESCRIPTION
- - - - EXISTING PARCEL
- △— ANGLE POINT
- CCCR CONTRA COSTA COUNTY RECORDS
- M OFFICIAL MAP
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- SUBD SUBDIVISION MAP
- (R) RADIAL BEARING
- (R-1) D.N. 2022-0061614, CCCR
- (R-2) D.N. 2005-0070061, CCCR

PLAT TO ACCOMPANY DESCRIPTION			
PROJECT BOUNDARY			
DISCOVERY BAY		CALIFORNIA	
MACKAY & SOMPS			
ENGINEERS		SURVEYORS	
5142B FRANKLIN DR, PLEASANTON, CA 94588		(925)225-0690	
DRAWN	DATE	SCALE	JOB NO.
JZL	OCTOBER 2022	1"=200'	19977.000

EXHIBIT "B"

PAGE 7 OF 7

Line Table		
Line #	Bearing	Length
L1	S88°59'59"E	203.50'
L2	N38°13'01"E	15.63'
L3	N50°12'21"W	209.80'
L4	N83°36'39"E	314.50'
L5	N6°23'21"W	50.16'
L6	S83°36'39"W	354.85'
L7	N32°37'21"W	180.40'
L8	N57°22'39"E	66.00'
L9	S64°08'21"E	124.31'
L10	N77°49'39"E	341.88'
L11	S30°26'21"E	111.54'
L12	S80°32'21"E	43.56'
L13	N89°03'39"E	41.58'
L14	N71°08'39"E	64.51'
L15	S0°00'00"E	106.02'
L16	S32°49'38"W	59.01'
L17	S82°20'39"W	81.03'
L18	S18°51'21"E	27.22'
L19	S14°38'39"W	129.05'
L20	S32°49'38"W	186.26'

Line Table		
Line #	Bearing	Length
L21	S42°28'21"E	32.81'
L22	N72°01'39"E	11.91'
L23	S35°10'12"W	38.32'
L24	S30°02'22"W	130.07'
L25	S28°33'12"W	147.78'
L26	S8°17'27"W	106.18'
L27	S18°40'12"W	140.12'
L28	S16°03'32"W	139.38'
L29	S16°12'08"W	58.74'
L30	N15°11'07"E	245.96'
L31	N4°00'15"W	74.63'

Curve Table			
Curve #	Radius	Delta	Length
C1	20.00'	63°07'18"	22.03'
C2	42.00'	243°09'10"	178.24'
C3	560.00'	10°20'10"	101.02'
C4	440.00'	10°52'22"	83.50'
C5	560.00'	5°58'36"	58.42'
C6	660.00'	13°16'24"	152.90'
C7	660.00'	14°01'56"	161.64'



PLAT TO ACCOMPANY DESCRIPTION			
PROJECT BOUNDARY			
DISCOVERY BAY		CALIFORNIA	
MACKAY & SOMPS			
ENGINEERS		PLANNERS	SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588		(925)225-0690	
DRAWN	DATE	SCALE	JOB NO.
JZL	OCTOBER 2022	N/A	19977.000



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Approve the Final Map and Subdivision Agreement for subdivision SD19-09527, Discovery Bay area.

RECOMMENDATION(S):

ADOPT Resolution No. 2023/97 approving the Final Map and Subdivision Agreement for subdivision SD19-09527, for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (District III)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for subdivision SD19-09527 and has determined that all conditions of approval for Final Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

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

By: , Deputy

ATTACHMENTS

Resolution No. 2023/97

Final Map

Subdivision Agreement & Improvement Security Bond

Tax Letter & Surety Bond

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2023/97

IN THE MATTER OF approving the Final Map and Subdivision Agreement for subdivision SD19-09527, for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (District III)

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

I. Map

The Final Map of subdivision SD19-09527, property located in the Discovery Bay area, Supervisorial District III, said map having been certified by the proper officials.

II. Subdivision Agreement

A Subdivision Agreement with Pulte Home Company, LLC, principal, whereby said principal agrees to complete all improvements as required in said Subdivision Agreement within 2 years from the date of said agreement. Accompanying said Subdivision Agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond

Performance amount: \$86,300

Auditor's Deposit Permit No. 861704 Date: 12-22-2022

Auditor's Deposit Permit No. 855726 Date: 9-8-2022

Submitted by: Pulte Home Company, LLC

B. Surety Bond

Bond Company: Argonaut Insurance Company

Bond Number: SUR0073410 Date: 12-6-2022

Performance Amount: \$8,543,700

Labor & Materials Amount: \$4,315,000 Principal: Pulte Home Company, LLC

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 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 \$34,620, with security guaranteeing payment of said tax lien as follows:

· Tax Surety

Bond Company: RLI Insurance Company

Bond Number: CMS353227 Date: 2-28-2023

Amount: \$34,620

Principal: Pulte Home Company, LLC

NOW, THEREFORE, BE IT RESOLVED:

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

I hereby certify that this 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: April 4, 2023

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Anthony DiSilvestre - Engineering Services, Renee Hutchins - Records, Karen Piona- Records, Kimberly Rodriguez - Design & Construction, Chris Hallford -Mapping , Michael Mann- Finance, Chris Lau - Maintenance, Jennifer Cruz- DCD, Pulte Home Company LLC, Argonaut Insurance Company, RLI Insurance Company, T-02/04/2024

OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREBY EMBRACED FINAL MAP ENTITLED "SUBDIVISION 9527", CONSISTING OF SEVEN (7) STREETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF THAT THEY HAVE CALLED SAID MAP TO BE FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, CALIFORNIA, AND THAT SAID MAP PLACES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO CONTRA COSTA COUNTY FOR PUBLIC PURPOSES:

- 1. THE AREA DESIGNATED AS BRADLEY DRIVE, BRADLEY WAY, BRADLEY COURT, HEMLOCK WAY, MILTON COURT, COWELL DRIVE, WILDE DRIVE, AND POINT OF TIMBER ROAD AS SHOWN UPON SAID MAP AS PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- 1. THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY DEDICATED TO CONTRA COSTA COUNTY OR THE PUBLIC PURPOSES OF SAID COUNTY FOR THE CONVEYANCE OF WATER, GAS, ELECTRICITY, TELEPHONE LINES, STREET LIGHT, SANITARY SEWER, STORM DRAIN AND WATER USE AND ANY AND ALL IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING THE CONSTRUCTION, ACCESS AND MAINTENANCE EASEMENT OF THESE IMPROVEMENTS AND APPURTENANCES.

THE AREAS DESIGNATED AS PUBLIC ACCESS EASEMENT (PAE) ARE HEREBY DEDICATED TO CONTRA COSTA COUNTY OR ITS DESIGNEE FOR PUBLIC ACCESS AND ACCESS PURPOSES TO THE PUBLIC PURPOSES OF SAID COUNTY, INCLUDING THE CONSTRUCTION, ACCESS AND MAINTENANCE OF SAID PARCELS WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF THE SUBDIVISION AS SHOWN UPON THIS MAP IN ACCORDANCE WITH THE SUBDIVISIONS COVENANTS, CONDITIONS AND RESTRICTIONS.

THE AREAS DESIGNATED AS LOT 18, PARCELS "A" THROUGH "D", AND "E" THROUGH "I" AS SHOWN UPON SAID MAP ARE HEREBY RESERVED FOR OPEN SPACE PURPOSES. MAINTENANCE OF SAID PARCELS WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF THE SUBDIVISION AS SHOWN UPON THIS MAP IN ACCORDANCE WITH THE SUBDIVISIONS COVENANTS, CONDITIONS AND RESTRICTIONS. SAID PARCELS ARE TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREAS DESIGNATED AS PARCELS "J" AND "K" ARE HEREBY RESERVED FOR DEDICATION TO THE TOWN OF DISCOVERY BAY COMMUNITY SERVICE DISTRICT BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREA DESIGNATED AS PARCEL "L" IS HEREBY RESERVED FOR DEDICATION TO RECLAMATION DISTRICT 800 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREA DESIGNATED AS MAINTENANCE EASEMENT (ME) IS HEREBY RESERVED FOR DEDICATION TO RECLAMATION DISTRICT 800 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREBY EMBRACED MAP.

IN WITNESS WHERE OF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2023.

AS OWNERS, PRULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____

NAME: ARON HEAD

TITLE: _____

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 _____) SS

ON _____, 2023, BEFORE ME _____ A NOTARY PUBLIC, PERSONALLY PRESENTED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) WERE SUBSCRIBED TO THE WITHIN INSTRUMENT AND KNOWNLEDGED TO ME THAT HE/NE/SHE/HY EXECUTED THE SAME IN HIS/HER/IT(S) AUTHORIZED CAPACITY(IES), AND BY HIS/HER/IT(S) SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR 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:

SIGNATURE: _____

PRINTED NAME, NOTARY PUBLIC IN AND FOR _____ COUNTY AND STATE: _____

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # IF OF NOTARY: _____

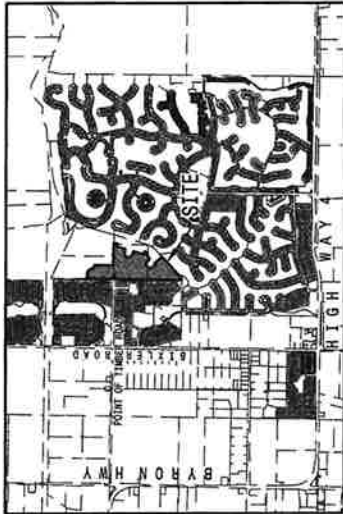
SUBDIVISION 9527

A SUBDIVISION OF RESULTANT PARCEL A AND RESULTANT PARCEL D, DOCUMENT NUMBER 2022-0061614, AND A PORTION OF THE DOCUMENT FILED IN BOOK 7176, PAGE 594, CONTRA COSTA COUNTY RECORDS DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

MACKAY & SOMPS

PLANNERS SUITE #095
51475 FRANKLIN DR., SUITE #
PLEASANTON, CA 94588 (925)275-0820

MARCH 2023



VICINITY MAP

SCALE: 1"=300'

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 86435 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1. RECLAMATION DISTRICT 800
 - a. BOOK 277, PAGE 269, CONTRA COSTA COUNTY RECORDS (LEVER)
- 2. EAST CONTRA COSTA IRRIGATION DISTRICT
 - a. BOOK 8471, PAGE 712, CONTRA COSTA COUNTY RECORDS

COUNTY RECORDER'S STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, 2023 AT _____ M. IN BOOK _____ OF MAPS AT PAGES _____ THROUGH _____ UNDER SERIES NO. _____ AT THE REQUEST OF _____ OLD REPUBLIC TITLE COMPANY IN THE OFFICE OF THE COUNTY RECORDER OF THE CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

KRISTIN B. CONNELLY
COUNTY RECORDER IN AND FOR THE CONTRA COSTA COUNTY, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

1977.010.D PG

PORTION OF APC# 011-220-017-5, 011-220-018-3, 011-230-010-0, 011-230-007-4 AND 011-230-008-6

AP# 19970.020.MW.0000000000.01.WW.1.14.01.02.DOC

Page 1 of 1

01-11-2023 8:04 AM

SHEET 1 OF 11

PLANNING COMMISSION'S STATEMENT:

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION UPON WHICH THIS MAP IS BASED.

ARINA BHAT
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

BY: _____ DATED: _____ 2023

BUILDING INSPECTOR'S STATEMENT:

A GEOTECHNICAL INVESTIGATION REPORT PREPARED BY ERMCO INCORPORATED, DATED FEBRUARY 7, 2020, REVISED FEBRUARY 11, 2020, PROJECT NO. 4920 000 001, HAS BEEN RECEIVED AND APPROVED. THE REPORT IS ON FILE IN THE BUILDING INSPECTION DIVISION, CONTRA COSTA COUNTY.

MASON GRANT
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
BUILDING INSPECTION DIVISION

BY: _____ DATED: _____ 2023

COUNTY SURVEYOR'S STATEMENT:

THIS MAP WAS EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAPS HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THE SAME IS TECHNICALLY CORRECT.

DAWA M. TREZISE, L.S. 7438
INTERIM COUNTY SURVEYOR
DATED: _____ 2023

SURVEYOR'S STATEMENT:

THIS SUBDIVISION MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF _____ . I HAVE REPRODUCED THE SURVEY DATA IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AND I HAVE BEEN FULLY ADVISED OF THE CONSEQUENCES OF THIS STATEMENT. I HAVE CONDUCTED A VISUAL GENERAL VERIFICATION OF THE CHARACTER AND OCCUPY POSITIONS INDICATED HEREON OR WILL BE SET WITHIN TWENTY FOUR MONTHS FROM THE DATE OF THIS MAP, AND THE COMPLETION OF IMPROVEMENTS, AND WILL BE SUBJECT TO DOUBLE THE PENALTY OF THE SUBDIVISION MAP ACT AND THE PENALTY OF THIS STATEMENT IF I DO NOT COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I AM NOT PROVIDING ANY REPRESENTATION THAT THIS SUBDIVISION MAP IS A SUBDIVISION INTO PARCELS OF LAND CONTAINING SEPARATE ACRES, MOORE OR LESS.

DEBRA LYNN WAGNER, L.S. 6817
DATED: March 17th, 2023



CLERK OF THE BOARD OF SUPERVISORS' STATEMENT:

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS

I, MONICA WING, CLERK OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED "SUBDIVISION 9927" WAS PRESENTED TO SAID BOARD OF SUPERVISORS AS REQUIRED BY LAW AND WAS FULLY EXAMINED AND APPROVED BY SAID BOARD OF SUPERVISORS AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DATED, PASSED AND ADOPTED AT SAID MEETING APPROVE SAID MAP AND DID ACCEPT SUBJECT TO REGULATION AND ACCEPTANCE OF IMPROVEMENTS ON BEHALF OF THE PUBLIC ANY STREETS, ROADS, AVENUES, OR EASEMENTS SHOWN THEREON AS DESIGNATED TO PUBLIC USE AND DO HEREBY FORBID ANY AND ALL OTHER DEVELOPMENT OF THE PORTION OF ROYAL TIMBER ROAD AS DESCRIBED IN BOOK 7748 PAGE 841 LYING WITHIN THE PORTION OF CONTRA COSTA COUNTY DESCRIBED IN BOOK 883440 AND 8849 2012 OF THE SUBDIVISION MAP ACT.

I FURTHER CERTIFY THAT ALL TAX LIEGS 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 IN WITNESS WHEREOF, I HAVE HEREIN TO SET MY HAND THIS DAY _____ OF _____ 2023

MONICA WING
CLERK OF THE BOARD OF SUPERVISORS OF
CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

- REFERENCES:
- (R-1) SUBDIVISION 8022, 433 M W, CONTRA COSTA COUNTY RECORDS
 - (R-2) SUBDIVISION 8176, 465 M W, CONTRA COSTA COUNTY RECORDS
 - (R-3) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-4) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-5) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-6) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-7) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-8) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-9) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-10) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-11) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-12) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-13) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-14) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-15) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-16) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-17) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-18) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-19) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS
 - (R-20) SUBDIVISION 8428, 458 M W, CONTRA COSTA COUNTY RECORDS

AMENDMENT NOTE
 CONTRA COSTA COUNTY DOES HEREBY AMEND AND
 VACATE THE PORTION OF BOOK 1710 PAGE 581 LING
 SHEETS 3, 4, 8, AND 10 IN CONFORMANCE WITH THE
 CALIFORNIA GOVERNMENT CODE SECTION 8669.20.2
 OF THE SUBDIVISION MAP ACT.

Curve #	Radius	Delta	Length
C1 BNDY	180.00'	109°53'43"	288.51'
C2 BNDY	140.00'	91°25'18"	223.38'
C3 BNDY	10.00'	91°30'28"	15.71'
C4 BNDY	10.00'	89°59'32"	15.71'
C5 BNDY	10.00'	89°30'28"	15.71'
C6 BNDY	10.00'	89°30'28"	15.71'
C7 BNDY	10.00'	91°30'28"	15.71'
C8 BNDY	10.00'	89°59'32"	15.71'
C9 BNDY	10.00'	89°59'32"	15.71'
C10 BNDY	284.00'	22°45'09"	104.84'

Line #	Bearing	Length
L28 BNDY	N1°32'45"W	109.87'
L24 BNDY	N45°21'20"E	60.02'
L25 BNDY	N45°50'11"E	120.00'
L26 BNDY	N43°03'48"W	120.00'
L27 BNDY	N43°03'48"W	120.00'
L28 BNDY	N43°03'48"W	120.00'
L29 BNDY	N43°03'48"W	120.00'
L30 BNDY	N43°03'48"W	120.00'
L31 BNDY	N43°03'48"W	120.00'

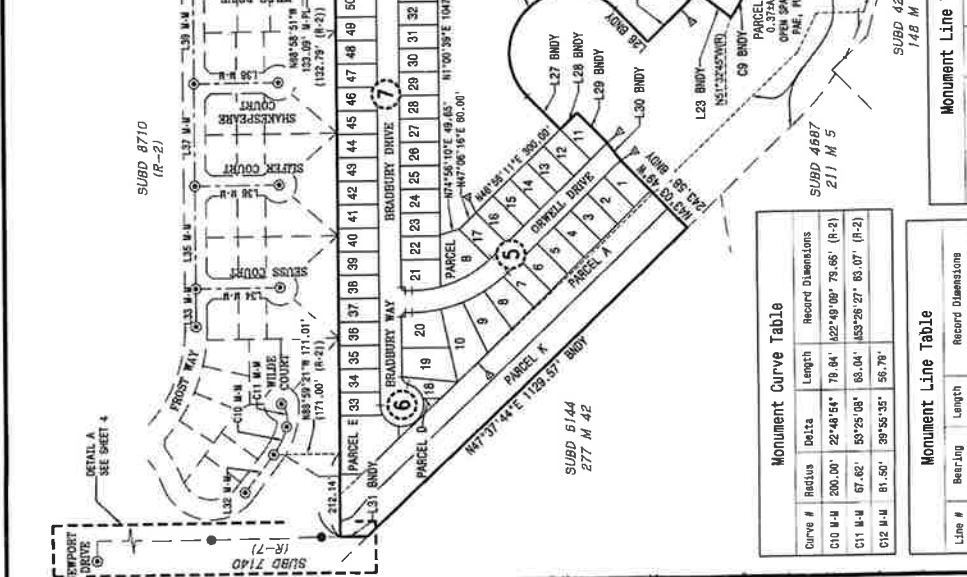
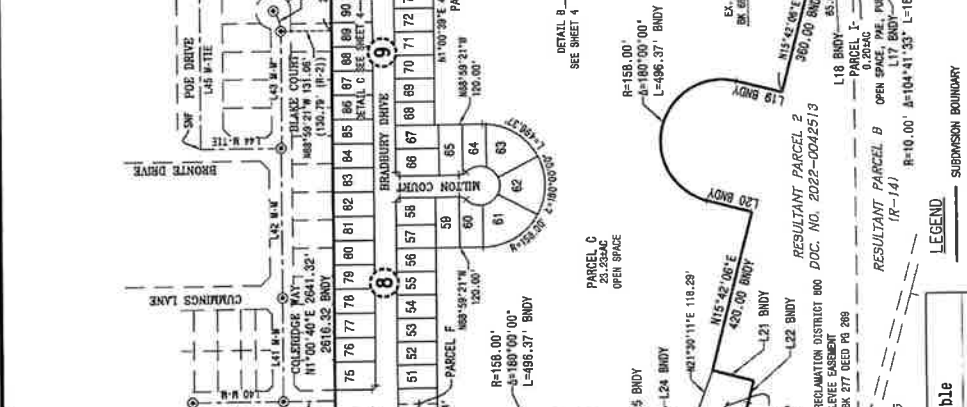
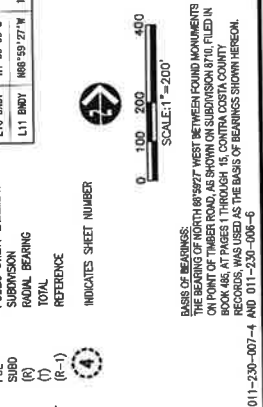
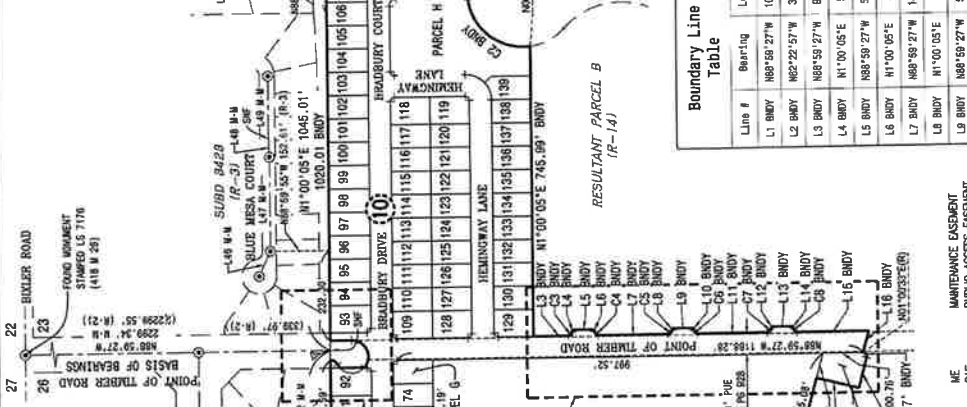
Line #	Bearing	Length
L12 BNDY	N1°00'05"E	5.00'
L13 BNDY	N89°59'27"W	50.00'
L14 BNDY	N1°00'05"E	5.00'
L15 BNDY	N89°59'27"W	50.00'
L16 BNDY	N1°00'05"E	5.00'
L17 BNDY	N89°59'27"W	50.00'
L18 BNDY	N1°00'05"E	5.00'
L19 BNDY	N89°59'27"W	50.00'
L20 BNDY	N1°00'05"E	5.00'
L21 BNDY	N89°59'27"W	50.00'
L22 BNDY	N1°00'05"E	5.00'

Line #	Bearing	Length
L1 BNDY	N89°59'27"W	105.14'
L2 BNDY	N89°59'27"W	36.88'
L3 BNDY	N89°59'27"W	80.00'
L4 BNDY	N1°00'05"E	5.00'
L5 BNDY	N89°59'27"W	50.00'
L6 BNDY	N1°00'05"E	5.00'
L7 BNDY	N89°59'27"W	50.00'
L8 BNDY	N1°00'05"E	5.00'
L9 BNDY	N89°59'27"W	50.00'
L10 BNDY	N1°00'05"E	5.00'
L11 BNDY	N89°59'27"W	180.00'

SUBDIVISION 9527
 A SUBDIVISION OF RESULTANT PARCEL A AND RESULTANT PARCEL D,
 DOCUMENT NUMBER 2022-0061614, AND A PORTION OF THE DOCUMENT FILED
 IN BOOK 1716, PAGE 584, CONTRA COSTA COUNTY RECORDS
 DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

MACKAY & SOMPS
 PLANNERS & SURVEYORS
 51295 FRANKLIN BLVD. SUITE 8
 FOLSOM, CA 95630 (925)225-6890

MARCH 2023
 19977.010.DWG
 SHEET 3 OF 11



SCALE: 1"=200'

0 100 200 400

INDICATES SHEET NUMBER

MAINTENANCE EASEMENT
 PUBLIC ACCESS EASEMENT
 SUBDIVISION BOUNDARY
 RADIAL BEARING
 TOTAL
 REFERENCE

INDICATES SHEET NUMBER

MAINTENANCE EASEMENT
 PUBLIC ACCESS EASEMENT
 SUBDIVISION BOUNDARY
 RADIAL BEARING
 TOTAL
 REFERENCE

INDICATES SHEET NUMBER

MAINTENANCE EASEMENT
 PUBLIC ACCESS EASEMENT
 SUBDIVISION BOUNDARY
 RADIAL BEARING
 TOTAL
 REFERENCE

INDICATES SHEET NUMBER

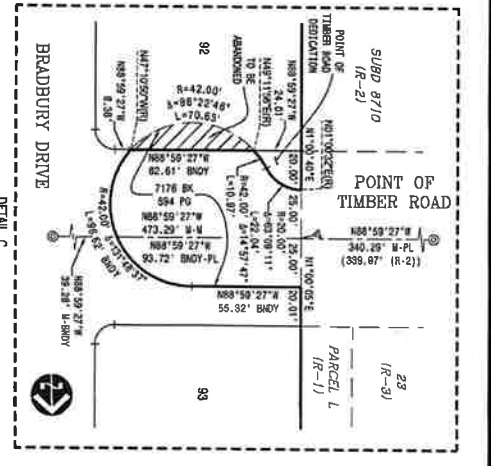
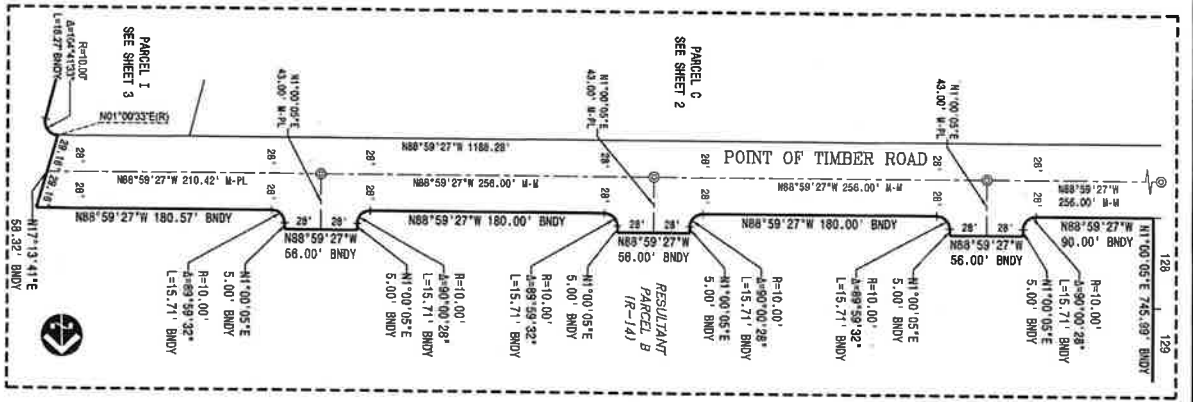
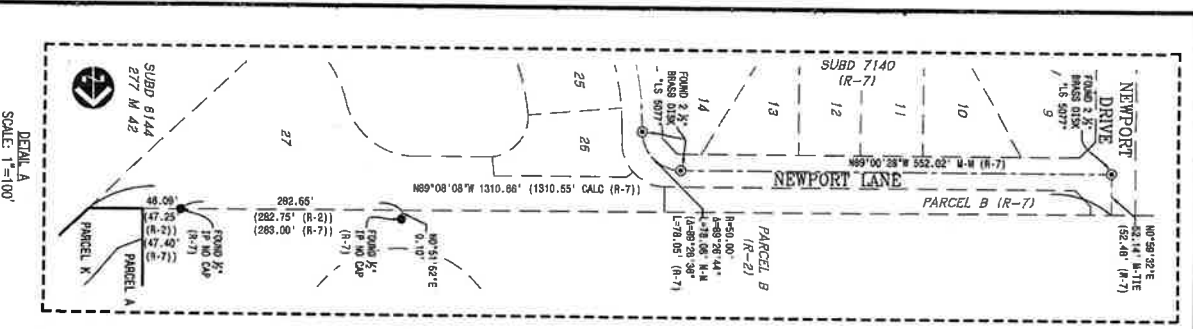
MAINTENANCE EASEMENT
 PUBLIC ACCESS EASEMENT
 SUBDIVISION BOUNDARY
 RADIAL BEARING
 TOTAL
 REFERENCE

INDICATES SHEET NUMBER

MAINTENANCE EASEMENT
 PUBLIC ACCESS EASEMENT
 SUBDIVISION BOUNDARY
 RADIAL BEARING
 TOTAL
 REFERENCE

BASIS OF BEARINGS:
 THE BEARING OF NORTH 89°59'27" WEST BETWEEN FOUND MONUMENTS
 51295 FRANKLIN BLVD. SUITE 8, FOLSOM, CA, AND SUBDIVISION 9527
 BOOK 1716, PAGE 584, CONTRA COSTA COUNTY RECORDS
 WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

19977.010.DWG
 MARCH 2023
 SHEET 3 OF 11



LEGEND

- SUBDIVISION BOUNDARY
- PACE LINE
- - - EXISTING PROPERTY LINE
- - - EXISTING UTILITY LINE
- - - EXISTING EGRESS LINE
- MONUMENT LINE
- ⊙ FOUND 2 1/2" BRASS DISK MONUMENT
- ⊙ FOUND 1.5" 7/8" OR AS NOTED SET STANWAD STREET MONUMENT
- ⊙ FOUND 1.5" 8917" IRON PIPE AS NOTED ANGLE POINT
- BNDY
- EX
- ON
- M-M
- M-ME
- M-MT
- M-T
- PUE
- PUBLIC UTILITY EGRESS
- SUBD
- SUBDIVISION
- SUBD BEARING
- TOTAL
- ④ REFERENCE

INDICATES SHEET NUMBER

REFERENCES:

- (R-1) SUBDIVISION 6232, 429 M 22, CONTRA COSTA COUNTY RECORDS
- (R-2) SUBDIVISION 6746, 488 M 1, CONTRA COSTA COUNTY RECORDS
- (R-3) SUBDIVISION 6818, 488 M 12, CONTRA COSTA COUNTY RECORDS
- (R-4) SUBDIVISION 6819, 488 M 12, CONTRA COSTA COUNTY RECORDS
- (R-5) SUBDIVISION 6841, 428 M 22, CONTRA COSTA COUNTY RECORDS
- (R-6) SUBDIVISION 6872, 488 M 23, CONTRA COSTA COUNTY RECORDS
- (R-7) SUBDIVISION 7140, 385 M 43, CONTRA COSTA COUNTY RECORDS
- (R-8) SUBDIVISION 7461, 385 M 43, CONTRA COSTA COUNTY RECORDS
- (R-9) SUBDIVISION 6425, 440 M 6, CONTRA COSTA COUNTY RECORDS
- (R-10) DOCUMENT NUMBER 2005-089009, CONTRA COSTA COUNTY RECORDS
- (R-11) SUBDIVISION 6424, 224 M 14, CONTRA COSTA COUNTY RECORDS
- (R-12) SUBDIVISION 4977, 138 M 13, CONTRA COSTA COUNTY RECORDS
- (R-13) SUBDIVISION 5042, 198 M 1, CONTRA COSTA COUNTY RECORDS
- (R-14) LOT LINE ADJUSTMENT, DOC. NO. 2022-061614, CONTRA COSTA COUNTY RECORDS

NOTES:

THE BEARING OF NORTH 89°27' WEST BETWEEN MONUMENTS ON POINT OF TIMBER ROAD, AS SHOWN ON SUBDIVISION 6710, FILED IN BOOK 663, PAGE 18 THROUGH 19, CONTRA COSTA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

ABANDONMENT NOTE:

CONTRA COSTA COUNTY DEEMS HEREBY ABANDON AND WAIVES THE PORTION OF BOOK 718 PAGE 841 LINKING SUBDIVISION 6872 TO THE 80' AND 10' SE CORNERS OF SHEETS 13 AND 10, 10' EAST OF THE 10' EAST CORNER OF CALIFORNIA GOVERNMENT CODE SECTION 8666.012 OF THE SUBDIVISION MAP ACT.

SUBDIVISION 9527

A SUBDIVISION OF RESULTANT PARCEL A AND RESULTANT PARCEL D, DOCUMENT NUMBER 2022-0661614, AND A PORTION OF THE DOCUMENT FILED IN BOOK 7178, PAGE 594, CONTRA COSTA COUNTY, CALIFORNIA.

Mackay & Sumps

ENGINEERS PLANNERS ARCHITECTS

17451 TRANKIN PARK DRIVE SUITE 600

PALMDALE, CA 91356 (913)725-0892

LEGEND

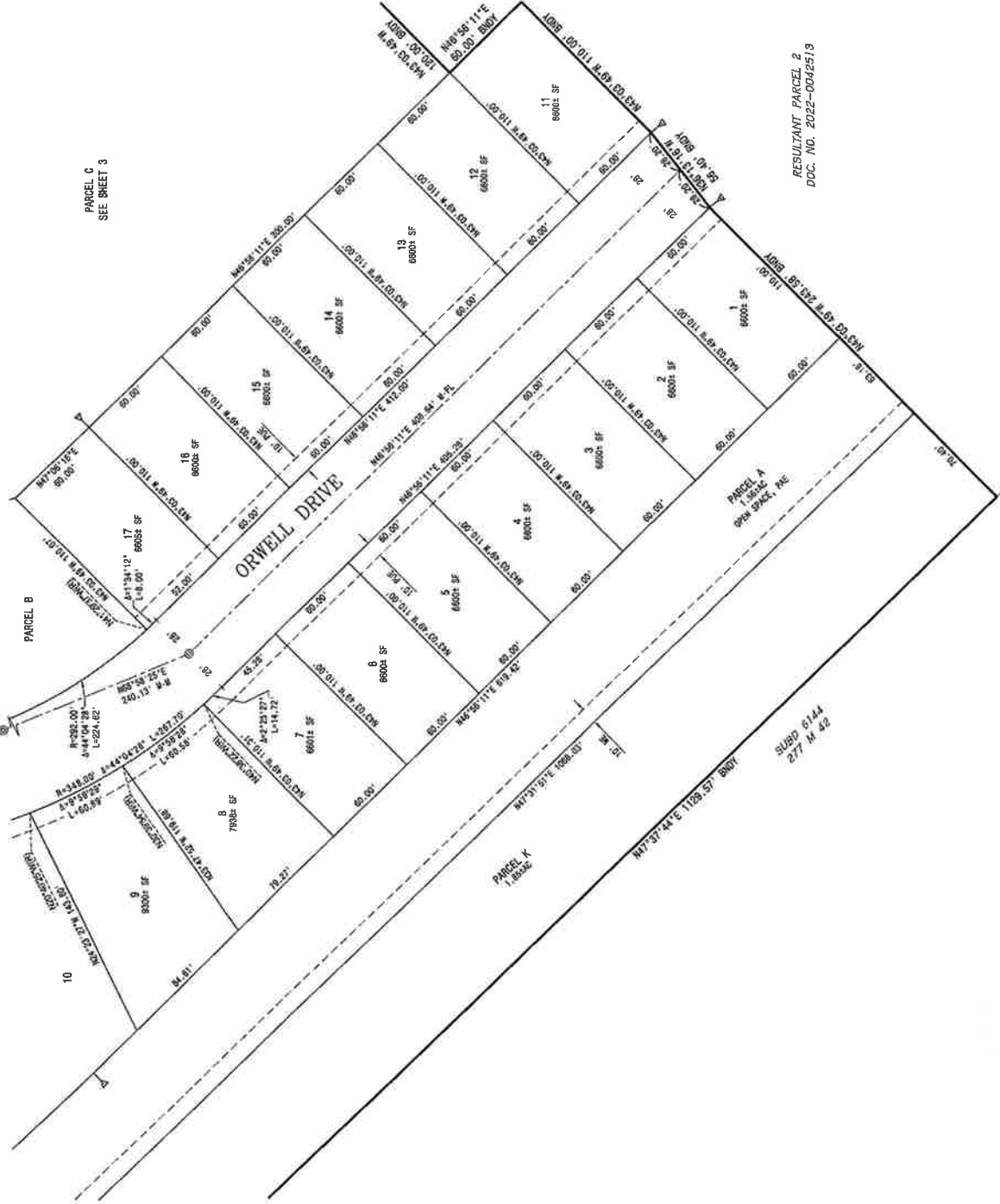
- SUBDIVISION BOUNDARY
- PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- MONUMENT LINE
- FOUND 2 1/2" BRASS DISK MONUMENT
- STAMPED "LS 7176" OR AS NOTED
- SET STANDARD STREET MONUMENT
- STAMPED "LS 8817"
- FOUND 1/2" IRON PIPE AS NOTED
- ANGLE POINT
- BODY
- DI
- MONUMENT NUMBER
- M-M
- M-TIE
- M-PL
- M-PL
- MAINTENANCE EASEMENT
- PUBLIC ACCESS EASEMENT
- PUE
- SUBD
- RADIAL BEARING
- TOTAL
- REFERENCE
- (R-1)
- (T)
- (R-1)

INDICATES SHEET NUMBER

BASES OF BEARINGS:
 THE BEARING OF NORTH 89°57'27" WEST BETWEEN FOUND MONUMENTS ON POINT OF TIMBER ROAD, AS SHOWN ON SUBDIVISION #713, FILED IN BOOK 468, AT PAGES 1 THROUGH 15, CONTRA COSTA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

REFERENCES:

- (R-1) SUBDIVISION 8023, 428 M.32, CONTRA COSTA COUNTY RECORDS
- (R-2) SUBDIVISION 8719, 488 M.1, CONTRA COSTA COUNTY RECORDS
- (R-3) SUBDIVISION 8428, 438 M.10, CONTRA COSTA COUNTY RECORDS
- (R-4) SUBDIVISION 8438, 438 M.17, CONTRA COSTA COUNTY RECORDS
- (R-5) SUBDIVISION 8674, 488 M.13, CONTRA COSTA COUNTY RECORDS
- (R-6) SUBDIVISION 8746, 398 M.43, CONTRA COSTA COUNTY RECORDS
- (R-7) SUBDIVISION 8578, 452 M.18, CONTRA COSTA COUNTY RECORDS
- (R-8) SUBDIVISION 8453, 442 M.8, CONTRA COSTA COUNTY RECORDS
- (R-9) DOCUMENT NUMBER 2022-0061614, CONTRA COSTA COUNTY RECORDS
- (R-10) DOCUMENT NUMBER 2022-0061614, CONTRA COSTA COUNTY RECORDS
- (R-11) SUBDIVISION 4072, 158 M.13, CONTRA COSTA COUNTY RECORDS
- (R-12) SUBDIVISION 4342, 188 M.1, CONTRA COSTA COUNTY RECORDS
- (R-13) SUBDIVISION 4342, 188 M.1, CONTRA COSTA COUNTY RECORDS
- (R-14) LOT LINE ADJUSTMENT, DOC. NO. 2022-008184, CONTRA COSTA COUNTY RECORDS



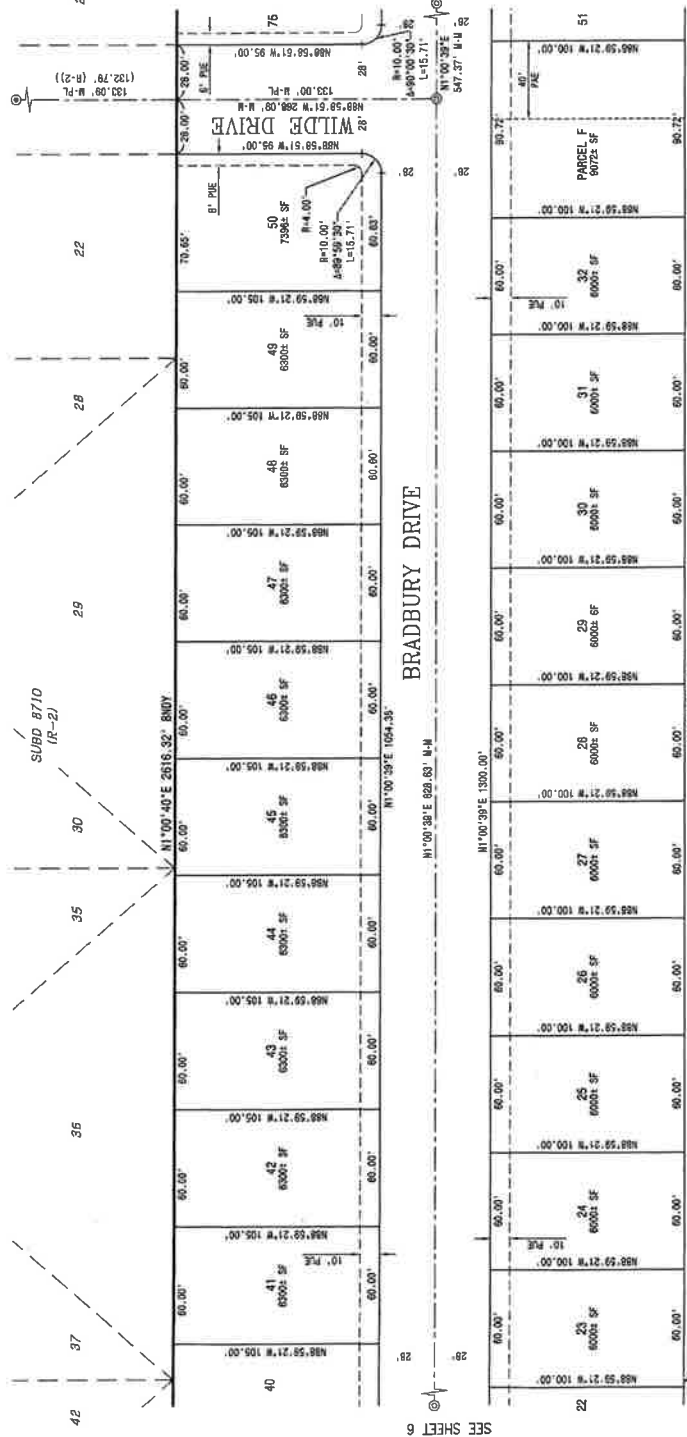
SUBDIVISION 9527
 A SUBDIVISION OF RESULTANT PARCEL A AND RESULTANT PARCEL D,
 DOCUMENT NUMBER 2022-0061614, AND A PORTION OF THE DOCUMENT FILED
 IN BOOK 7176, PAGE 584, CONTRA COSTA COUNTY RECORDS
 DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 51428 FRANKLIN DR, SUITE B
 PLEASANTON, CA 94566 (925) 225-0680

MARCH 2023

19877.010.DPG
 PORTION OF APRN: 011-220-017-5, 011-220-018-3, 011-220-018-4, 011-220-018-5, 011-220-018-6 AND 011-220-018-7
 SHEET 5 OF 11

- LEGEND**
- SUBDIVISION BOUNDARY
 - PARCEL LINE
 - EXISTING PROPERTY LINE
 - EASEMENT LINE
 - EXISTING EASEMENT LINE
 - MONUMENT LINE
 - FOUND 2 1/2" BRASS DISK MONUMENT
 - STAMPED "LS 7176" OR AS NOTED
 - SET STANDARD STREET MONUMENT
 - STAMPED "LS 9817"
 - FOUND 1/2" IRON PIPE AS NOTED
 - ANGLE POINT
 - BOUNDARY
 - DOCUMENT NUMBER
 - M-M MONUMENT TO MONUMENT
 - M-PL MONUMENT TO PROPERTY LINE
 - MAINTENANCE EASEMENT
 - P-PL PUBLIC ACCESS EASEMENT
 - PUB PUBLIC UTILITY EASEMENT
 - SUBD SUBDIVISION
 - (R) REFERENCE
 - (R-1)
 - (R-1) REFERENCE
 - INDICATES SHEET NUMBER



SEE SHEET 8

SEE SHEET 6



SUBDIVISION 9527

A SUBDIVISION OF RESULTANT PARCEL A AND RESULTANT PARCEL D, DOCUMENT NUMBER 2022-0081614, AND A PORTION OF THE DOCUMENT FILED IN BOOK 7176, PAGE 584, CONTRA COSTA COUNTY RECORDS DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

Mackay & Soms
 ENGINEERS & PLANNERS
 5147H FRANKLIN ST., SUITE B
 FLEXSAULTON, CA 94545
 (925) 925-0090

MARCH 2023
 19077.010.DWG
 SHEET 7 OF 11

BASIS OF BEARINGS:
 THE BEARINGS OF NORTH 89°52'27" WEST BETWEEN FOUND MONUMENTS ON POINT OF THIBET ROAD AS SHOWN ON SUBDIVISION 8714, FILED IN BOOK 468, AT PAGES 1 THROUGH 16, CONTRA COSTA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

- REFERENCES:**
- (R-1) SUBDIVISION 802, 433 M 32, CONTRA COSTA COUNTY RECORDS
 - (R-2) SUBDIVISION 819, 485 M 1, CONTRA COSTA COUNTY RECORDS
 - (R-3) SUBDIVISION 842, 428 M 10, CONTRA COSTA COUNTY RECORDS
 - (R-4) SUBDIVISION 843, 428 M 17, CONTRA COSTA COUNTY RECORDS
 - (R-5) SUBDIVISION 872, 468 M 3, CONTRA COSTA COUNTY RECORDS
 - (R-6) SUBDIVISION 877, 468 M 33, CONTRA COSTA COUNTY RECORDS
 - (R-7) SUBDIVISION 746, 368 M 43, CONTRA COSTA COUNTY RECORDS
 - (R-8) SUBDIVISION 876, 457 M 18, CONTRA COSTA COUNTY RECORDS
 - (R-9) SUBDIVISION 843, 442 M 6, CONTRA COSTA COUNTY RECORDS
 - (R-10) DOCUMENT NUMBER 2024-007008, CONTRA COSTA COUNTY RECORDS
 - (R-11) DOCUMENT NUMBER 2024-007009, CONTRA COSTA COUNTY RECORDS
 - (R-12) SUBDIVISION 407, 158 M 13, CONTRA COSTA COUNTY RECORDS
 - (R-13) SUBDIVISION 432, 198 M 1, CONTRA COSTA COUNTY RECORDS
 - (R-14) LOT LINE ADJUSTMENT, DOC. NO. 2022-008184, CONTRA COSTA COUNTY RECORDS

PARCEL C
 SEE SHEET 3

PARCEL B

PORTION OF APR. 011-220-017-5, 011-220-018-3, 011-230-007-4 AND 011-230-006-6

BRADBURY DRIVE

MILTON COURT

SUBD 8710

(R-2)

1997.01.00.PC 1987.01.00.PC

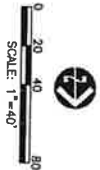
1997.01.00.PC

PORTION OF AVE. 011-220-017-5, 011-220-018-3, 011-220-010-0, 011-220-007-4 AND 011-220-006-6

SHEET 8 OF 11

A SUBDIVISION OF RESIDUAL PARCEL A AND RESIDUAL PARCEL D
 DOCUMENT NUMBER 2022-081614, AND A PORTION OF THE DOCUMENT FILED
 IN BOOK 7116 PAGE 324, CONTRA COSTA COUNTY RECORDS
 DISCOVERED BY
MACKAY & SOMPS
 CIVIL ENGINEERS
 51728 FARMING DR. SUITE B
 PLYMOUTH, CA 94568 (925)775 0990
 MARCH 2023

SUBDIVISION 9527



- LEGEND**
- SUBDIVISION BOUNDARY
 - PARCEL LINE
 - EXISTING PROPERTY LINE
 - EXISTING EASEMENT LINE
 - MONUMENT LINE
 - FOUND 1/2" BRASS DISK MONUMENT STAMPED "S 7126" OR AS NOTED
 - SET STAINLESS STEEL MONUMENT STAMPED "S 8017"
 - ▲ FOUND 1/2" IRON PILE AS NOTED
 - ▲ ANGLE POINT
 - BOUNDARY
 - EXISTING
 - DOCUMENT NUMBER
 - MONUMENT TO THE LINE
 - MONUMENT TO PROPERTY LINE
 - MONUMENT TO EASEMENT
 - PUBLIC UTILITY EASEMENT
 - SUBDIVISION
 - (S) RAILWAY
 - (T) TOTAL
 - (R-1) REFERENCE
- BRACKETS SHEET NUMBER**

SEE SHEET 6



BRACKETS SHEET NUMBER

MONUMENT LINE

FOUND 1/2" BRASS DISK MONUMENT STAMPED "S 7126" OR AS NOTED

SET STAINLESS STEEL MONUMENT STAMPED "S 8017"

FOUND 1/2" IRON PILE AS NOTED

ANGLE POINT

BOUNDARY

EXISTING

DOCUMENT NUMBER

MONUMENT TO THE LINE

MONUMENT TO PROPERTY LINE

MONUMENT TO EASEMENT

PUBLIC UTILITY EASEMENT

SUBDIVISION

(S) RAILWAY

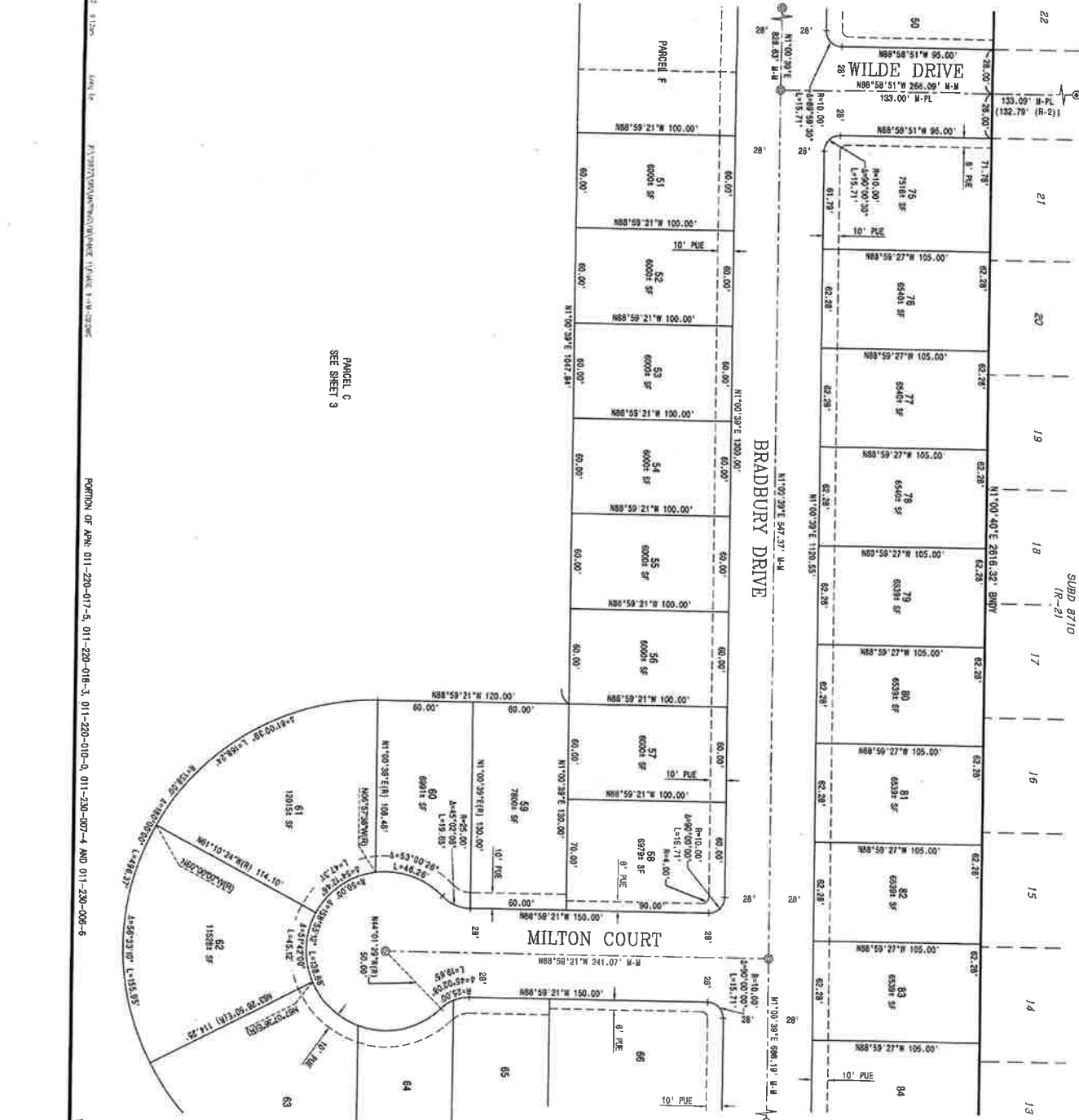
(T) TOTAL

(R-1) REFERENCE

BRACKETS SHEET NUMBER

BASES OF BEARS:
 THE BEARING OF NORTH IS 99°27' WEST BETWEEN FOUND MONUMENTS
 ON POINT OF TRIPLES THROUGH 15, CONTRA COSTA COUNTY
 RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

REFERENCES:
 (R-1) SUBDIVISION 802, 488 W. 22, CONTRA COSTA COUNTY RECORDS
 (R-2) SUBDIVISION 8174, 495 W. 1, CONTRA COSTA COUNTY RECORDS
 (R-3) SUBDIVISION 848, 434 W. 17, CONTRA COSTA COUNTY RECORDS
 (R-4) SUBDIVISION 801, 434 W. 17, CONTRA COSTA COUNTY RECORDS
 (R-5) SUBDIVISION 801, 434 W. 17, CONTRA COSTA COUNTY RECORDS
 (R-6) SUBDIVISION 872, 480 W. 33, CONTRA COSTA COUNTY RECORDS
 (R-7) SUBDIVISION 714, 358 W. 43, CONTRA COSTA COUNTY RECORDS
 (R-8) SUBDIVISION 870, 407 W. 12, CONTRA COSTA COUNTY RECORDS
 (R-9) SUBDIVISION 804, 441 W. 12, CONTRA COSTA COUNTY RECORDS
 (R-10) SUBDIVISION 804, 441 W. 12, CONTRA COSTA COUNTY RECORDS
 (R-11) SUBDIVISION 804, 441 W. 12, CONTRA COSTA COUNTY RECORDS
 (R-12) SUBDIVISION 807, 158 W. 13, CONTRA COSTA COUNTY RECORDS
 (R-13) SUBDIVISION 842, 198 W. 1, CONTRA COSTA COUNTY RECORDS
 (R-14) LOT LINE ADJUSTMENT, DOC. NO. 2022-081614, CONTRA COSTA COUNTY RECORDS



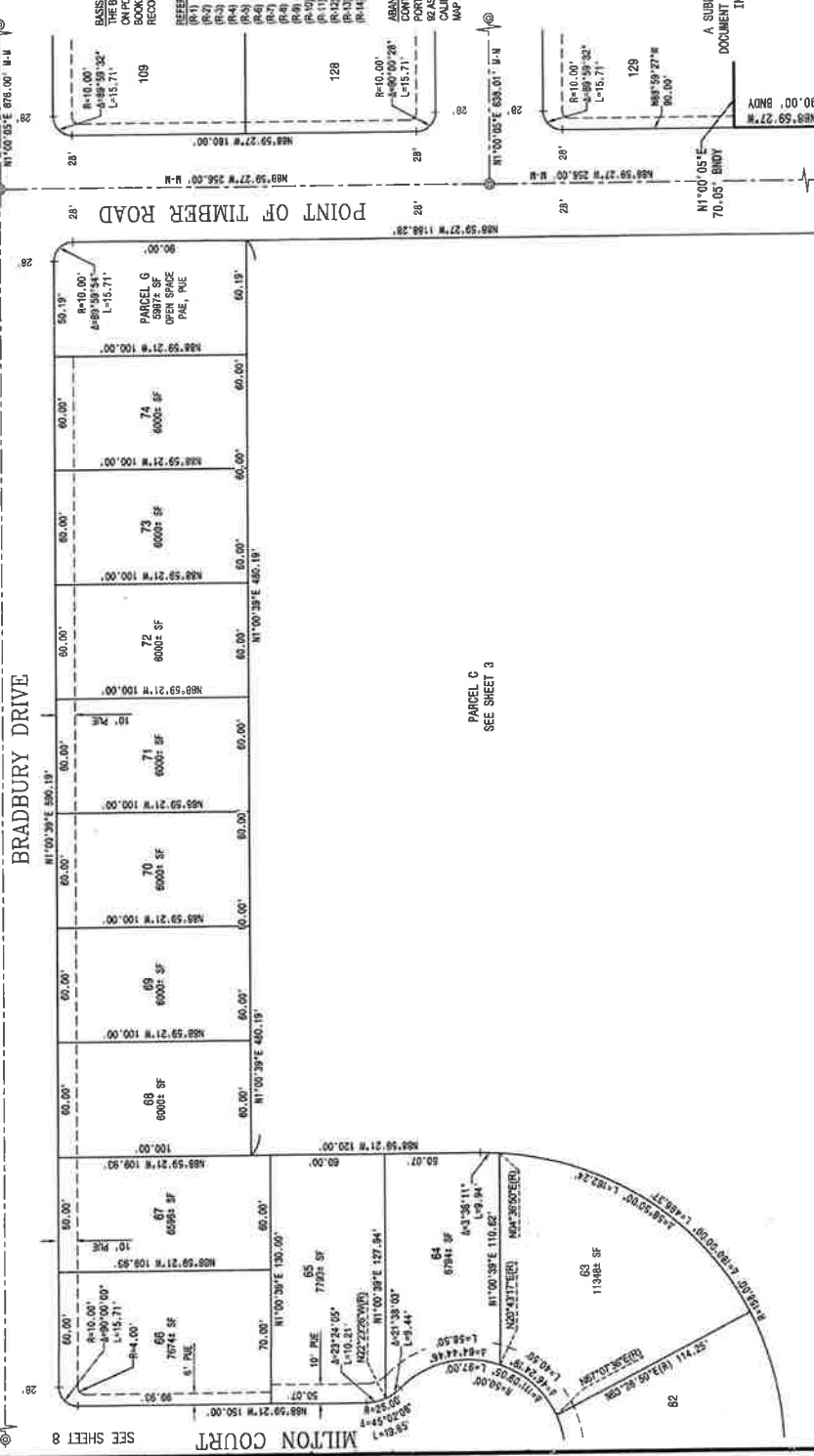
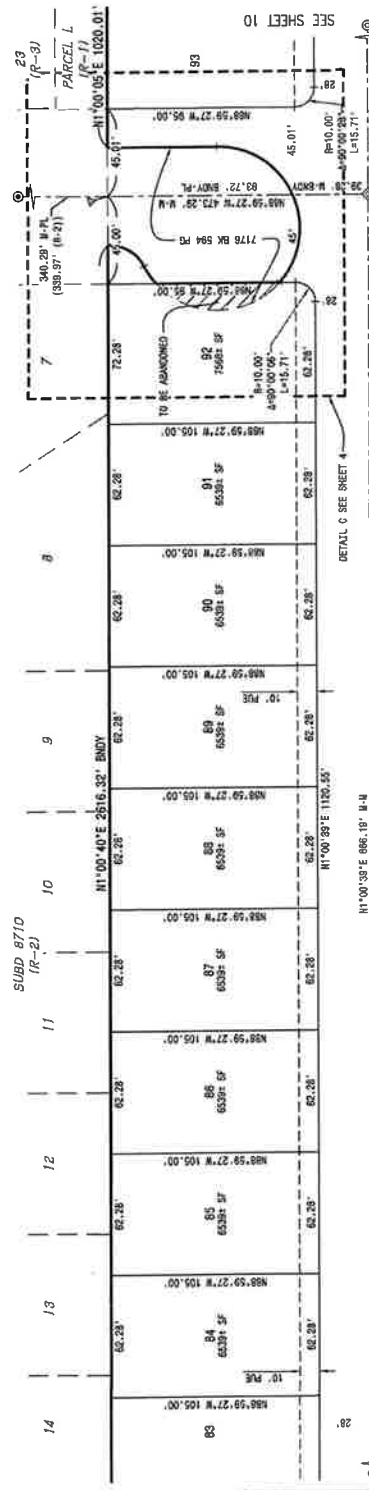
PARCEL C
SEE SHEET 3

PARCEL F
SEE SHEET 7

PARCEL D
SEE SHEET 4

PARCEL A
SEE SHEET 5

- LEGEND**
- SUBDIVISION BOUNDARY
 - PARCEL LINE
 - EXISTING PROPERTY LINE
 - EXISTING EASEMENT LINE
 - MONUMENT LINE
 - FOUND 2 1/2" BRASS DISK MONUMENT
 - STAMPED "S 7176" OR AS NOTED
 - SET STANDARD STREET MONUMENT
 - STAMPED "S 8817"
 - FOUND 1 1/2" IRON PIPE AS NOTED
 - BOUNDARY POINT
 - EXISTING
 - DOCUMENT NUMBER
 - MONUMENT TO MONUMENT
 - MONUMENT TO PROPERTY LINE
 - MAINTENANCE EASEMENT
 - PUBLIC ADDRESS EASEMENT
 - PUBLIC UTILITY EASEMENT
 - SUBDIVISION
 - RADIAL BEARING
 - TOTAL
 - REFERENCE



- REFERENCES**
- (R-1) SUBDIVISION 802, 433 M L, CONTRA COSTA COUNTY RECORDS
 - (R-2) SUBDIVISION 870, 486 M L, CONTRA COSTA COUNTY RECORDS
 - (R-3) SUBDIVISION 842, 436 M L, CONTRA COSTA COUNTY RECORDS
 - (R-4) SUBDIVISION 843, 436 M L, CONTRA COSTA COUNTY RECORDS
 - (R-5) SUBDIVISION 843, 436 M L, CONTRA COSTA COUNTY RECORDS
 - (R-6) SUBDIVISION 843, 436 M L, CONTRA COSTA COUNTY RECORDS
 - (R-7) SUBDIVISION 843, 436 M L, CONTRA COSTA COUNTY RECORDS
 - (R-8) SUBDIVISION 843, 436 M L, CONTRA COSTA COUNTY RECORDS
 - (R-9) SUBDIVISION 843, 436 M L, CONTRA COSTA COUNTY RECORDS
 - (R-10) SUBDIVISION 843, 436 M L, CONTRA COSTA COUNTY RECORDS
 - (R-11) SUBDIVISION 843, 436 M L, CONTRA COSTA COUNTY RECORDS
 - (R-12) SUBDIVISION 843, 436 M L, CONTRA COSTA COUNTY RECORDS
 - (R-13) SUBDIVISION 843, 436 M L, CONTRA COSTA COUNTY RECORDS
 - (R-14) LOT LINE ADJUSTMENT, DOC. NO. 2022-00114, CONTRA COSTA COUNTY RECORDS

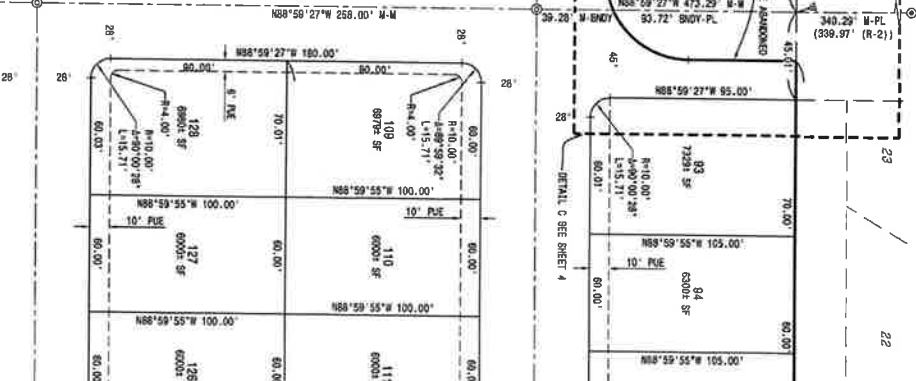
ABANDONMENT NOTE:
CONTRA COSTA COUNTY DEEDS HEREBY ABANDON AND VACATE THE PORTION OF BOOK 1778 PAGE 894 LYING WITHIN THE BOUNDARIES OF LOT 62 AS SHOWN ON SHEETS 3, 4, 5, AND 10, IN CONFORMANCE WITH THE CALIFORNIA GOVERNMENT CODE SECTION 6966.232 OF THE SUBDIVISION MAP ACT.



SUBDIVISION 9527
A SUBDIVISION OF RESULTANT PARCEL A AND RESULTANT PARCEL D, DOCUMENT NUMBER 2022-0081614, AND A PORTION OF THE DOCUMENT FILED IN BOOK 1778, PAGE 894, CONTRA COSTA COUNTY RECORDS DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
51128 FRANKLIN DR. SUITE B
PUEBLOVISTA, CA 94055 (925)275-0890

MARCH 2023



- LEGEND**
- SUBDIVISION BOUNDARY
 - ▬ PARCEL LINE
 - ▬ EXISTING PROPERTY LINE
 - ▬ EASEMENT LINE
 - ▬ EXISTING EASEMENT LINE
 - ⊙ MONUMENT LINE
 - FOUND 3 1/2" BRASS DISK MONUMENT
 - FOUND 1 1/2" OR AS NOTED
 - SET STAINLESS STEEL MONUMENT
 - STAMPED "S 8817"
 - FOUND 1/2" IRON PIPE AS NOTED
 - ANGLE POINT
 - ▲ BENCHMARK
 - DOCUMENT NUMBER
 - MONUMENT TO MONUMENT
 - MONUMENT TO TIE LINE
 - MONUMENT TO PROPERTY LINE
 - MAINTENANCE EASEMENT
 - PUBLIC ACCESS EASEMENT
 - PUBLIC UTILITY EASEMENT
 - SUBDIVISION
 - ROAD BOUNDARY
 - TOTAL
 - (R-1) REFERENCE

INDICES SHEET NUMBER

BASIS OF BEARINGS
 BEARINGS OF NORTH-SOUTH WEST BETWEEN ROUND MONUMENTS ON POINT OF TIMBER ROAD, AS SHOWN ON SUBDIVISION 8710, FILED IN BOOK 64, AT PAGES 17 THROUGH 18, CONTRA COSTA COUNTY RECORDS, WERE USED AS THE BASIS OF BEARINGS SHOWN HEREON.

ABANDONMENT NOTE
 CONTRA COSTA COUNTY DOES HEREBY ABANDON AND WAIVE THE PORTION OF BOOK 7179 PAGE 94 LYING WITHIN THE BOUNDARIES OF LOT 82 AS SHOWN ON SHEETS 3, 4 & AND 10, IN CONFORMANCE WITH THE CALIFORNIA GOVERNMENT CODE SECTION 9808.802 OF THE SUBDIVISION MAP ACT.

REFERENCES:

- (R-1) SUBDIVISION 8023, 433 M 1/2, CONTRA COSTA COUNTY RECORDS
- (R-2) SUBDIVISION 8710, 465 M 1, CONTRA COSTA COUNTY RECORDS
- (R-3) SUBDIVISION 6102, 458 M 41, CONTRA COSTA COUNTY RECORDS
- (R-4) SUBDIVISION 8451, 428 M 22, CONTRA COSTA COUNTY RECORDS
- (R-5) SUBDIVISION 8451, 428 M 22, CONTRA COSTA COUNTY RECORDS
- (R-6) SUBDIVISION 8572, 460 M 43, CONTRA COSTA COUNTY RECORDS
- (R-7) SUBDIVISION 8571, 457 M 18, CONTRA COSTA COUNTY RECORDS
- (R-8) SUBDIVISION 8632, 442 M 18, CONTRA COSTA COUNTY RECORDS
- (R-9) SUBDIVISION 8682, 224 M 14, CONTRA COSTA COUNTY RECORDS
- (R-10) SUBDIVISION 4071, 128 M 13, CONTRA COSTA COUNTY RECORDS
- (R-11) SUBDIVISION 4072, 128 M 14, CONTRA COSTA COUNTY RECORDS
- (R-12) SUBDIVISION 4072, 128 M 14, CONTRA COSTA COUNTY RECORDS
- (R-13) SUBDIVISION 4072, 128 M 14, CONTRA COSTA COUNTY RECORDS
- (R-14) LOT LINE ADJUSTMENT, DOC. NO. 2022-0061819, CONTRA COSTA COUNTY RECORDS



SUBDIVISION 9527
 A SUBDIVISION OF RESULTANT PARCEL A AND RESULTANT PARCEL D,
 DOCUMENT NUMBER 2022-0061614, AND A PORTION OF THE DOCUMENT
 IN BOOK 7179, PAGE 944, CONTRA COSTA COUNTY RECORDS
 DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 1125 SANITON, SUITE 110, PLEASANTON, CA 94566
 (925) 722-0690

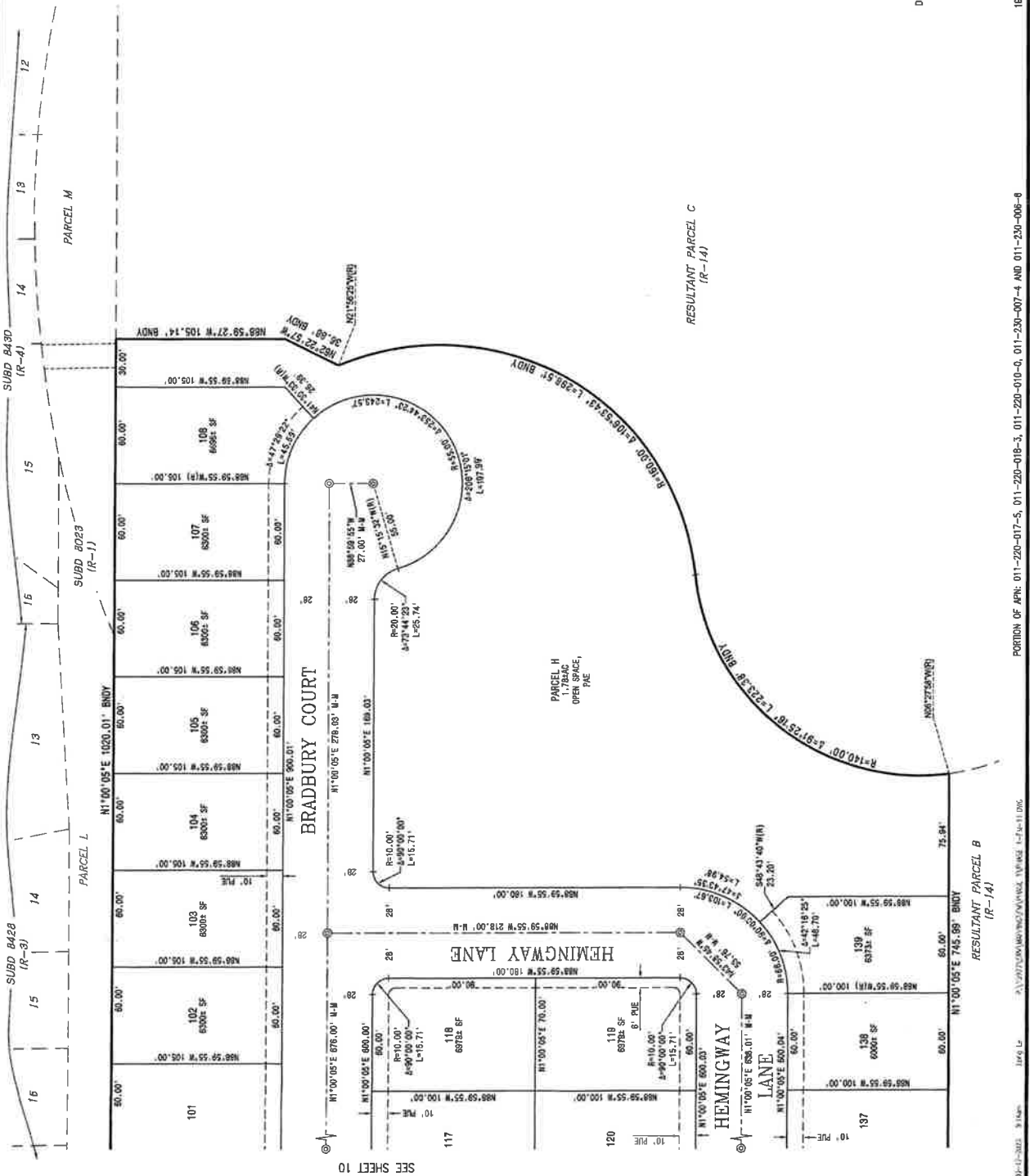
19877.D100.DP
 SHEET 10 OF 11

LEGEND

- SUBDIVISION BOUNDARY
- PARCEL LINE
- - - EXISTING PROPERTY LINE
- - - EXISTING LINE
- - - EXISTING EASEMENT LINE
- - - MONUMENT LINE

FOUND 2 1/2 BRASS DISK MONUMENT
 STAMPED "S 7176" OR AS NOTED
 SET STANDARD STREET MONUMENT
 STAMPED "S 8817"
 FOUND 1/2" IRON PIPE AS NOTED
 MONUMENT AT
 BOUNDARY POINT
 EXISTING
 DOCUMENT NUMBER
 MONUMENT TO MONUMENT
 MONUMENT TO TIE LINE
 MONUMENT TO PROPERTY LINE
 MAINTENANCE EASEMENT
 PUBLIC UTILITY EASEMENT
 SUBDIVISION
 RADIAL BEARING
 TOTAL
 REFERENCE
 (R-1)
 (R-1)

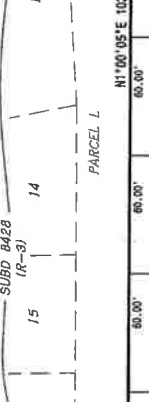
INDICATES SHEET NUMBER
 (Circled symbol)



SUBDIVISION BOUNDARY
 PARCEL LINE
 EXISTING PROPERTY LINE
 EXISTING LINE
 EXISTING EASEMENT LINE
 MONUMENT LINE
 FOUND 2 1/2 BRASS DISK MONUMENT
 STAMPED "S 7176" OR AS NOTED
 SET STANDARD STREET MONUMENT
 STAMPED "S 8817"
 FOUND 1/2" IRON PIPE AS NOTED
 MONUMENT AT
 BOUNDARY POINT
 EXISTING
 DOCUMENT NUMBER
 MONUMENT TO MONUMENT
 MONUMENT TO TIE LINE
 MONUMENT TO PROPERTY LINE
 MAINTENANCE EASEMENT
 PUBLIC UTILITY EASEMENT
 SUBDIVISION
 RADIAL BEARING
 TOTAL
 REFERENCE
 (R-1)
 (R-1)

BASIS OF BEARINGS:
 THE BEARINGS OF NORTH 89°52'7" WEST BETWEEN FOUND MONUMENTS
 ON POINT OF TIMBER ROAD, AS SHOWN ON SUBDIVISION 8716, FILED IN
 BOOK 485, AT PAGES 1 THROUGH 15, CONTRA COSTA COUNTY
 RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

REFERENCES:
 (R-1) SUBDIVISION 820, 453 M 32, CONTRA COSTA COUNTY RECORDS
 (R-2) SUBDIVISION 8719, 458 M 1, CONTRA COSTA COUNTY RECORDS
 (R-3) SUBDIVISION 8428, 438 M 19, CONTRA COSTA COUNTY RECORDS
 (R-4) SUBDIVISION 8438, 438 M 17, CONTRA COSTA COUNTY RECORDS
 (R-5) SUBDIVISION 8411, 438 M 22, CONTRA COSTA COUNTY RECORDS
 (R-6) SUBDIVISION 8412, 438 M 23, CONTRA COSTA COUNTY RECORDS
 (R-7) SUBDIVISION 7146, 368 M 14, CONTRA COSTA COUNTY RECORDS
 (R-8) SUBDIVISION 8574, 427 M 18, CONTRA COSTA COUNTY RECORDS
 (R-9) SUBDIVISION 8433, 442 M 8, CONTRA COSTA COUNTY RECORDS
 (R-10) DOCUMENT NUMBER 2005-097061, CONTRA COSTA COUNTY RECORDS
 (R-11) SUBDIVISION 8452, 224 M 14, CONTRA COSTA COUNTY RECORDS
 (R-12) SUBDIVISION 8453, 224 M 15, CONTRA COSTA COUNTY RECORDS
 (R-13) SUBDIVISION 8452, 188 M 11, CONTRA COSTA COUNTY RECORDS
 (R-14) LOT LINE ADJUSTMENT, DOC. NO. 2022-008164, CONTRA COSTA COUNTY RECORDS



SUBDIVISION 9527
 A SUBDIVISION OF RESULTANT PARCEL A AND RESULTANT PARCEL D,
 DOCUMENT NUMBER 2022-0081614, AND A PORTION OF THE DOCUMENT FILED
 IN BOOK 7176, PAGE 594, CONTRA COSTA COUNTY RECORDS
 DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 51429 FRANKLIN DR. SUITE B
 PLEASANTON, CA 94568 (925)276-0650

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

Subdivision: SD19-9527
Subdivider: Pulte Home Company, LLC

Effective Date: Date Approved by BOS
Completion Period: 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Brian M. Balbas, Public Works Director

By: _____

RECOMMENDED FOR APPROVAL:

By:  _____
Engineering Services Division

FORM APPROVED: Silvano B. Marchesi, County Counsel

SUBDIVIDER

Pulte Home Company, LLC

Print Name Jon F. Cakus

Print Title Director of Land Development

Print Name: _____

Print Title: _____

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

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

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

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

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

A. For Performance and Guarantee: \$ 86,300.00 cash, plus additional security, in the amount of \$ 8,543,700.00, 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.
- X _____ 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: \$ 4,315,000.00, 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
- X _____ 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 Alameda)

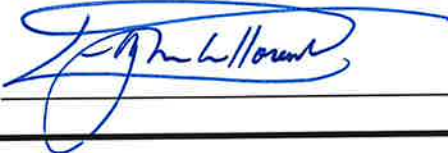
On December 13, 2022, before me, Terri Lynn Lane Llorente
(insert name and title of the officer)

personally appeared Jon F. Cakus,
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)



Subdivision: SD19-9527
Bond No.: SUR0073410
Premium: \$25,631
Any claim under this Bond should be sent
to the following address:
Argonaut Insurance Company
PO Box 469011
San Antonio, TX 78246

**IMPROVEMENT SECURITY BOND
FOR SUBDIVISION AGREEMENT**
(Performance, Guarantee and Payment)
(Gov. Code, §§ 66499-66499.10)

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision SD19-9527 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

2. **OBLIGATION.** Pulte Home Company, LLC, as Principal, and Argonaut Insurance Company, a corporation organized and existing under the laws of the State of Illinois and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) Eight million five hundred forty three thousand seven hundred and 00/100 Dollars (\$ 8,543,700.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) Four million three hundred fifteen thousand and 00/100 Dollars (\$ 4,315,000.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

3. **CONDITION.** This obligation is subject to the following condition.

A. The condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

B. The condition of this obligation, as to Section 2.(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Subdivision Agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, and that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.


C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on this bond; and consent is hereby given to make such change, extension of time, alteration or addition without further notice to or consent by Surety; and Surety hereby waives the provisions of Civil Code Section 2819 and holds itself bound without regard to and independently of any action against the Principal whenever taken.

SIGNED AND SEALED on December 6, 2022.

Principal: Pulte Home Company, LLC
Address: 4511 Willow Road, Suite 8
Pleasanton, CA Zip: 94588

Surety: Argonaut Insurance Company
Address: 225 W Washington, 24th Floor
Chicago, IL Zip: 60606

By: SEE ATTACHED
Print Name: Gregory S. Rives
Title: Assistant Treasurer

By: 
Print Name: Jeremy Polk
Title: Attorney-in-Fact

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, § 1190 and Corps. Code, § 313.)]

Form Approved by County Counsel
[Rev. 1/06]

executed this 6th day of December, 2022.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

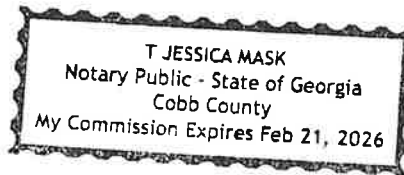
STATE OF GEORGIA)


) ss.

COUNTY OF COBB)

This record was acknowledged before me on December 6, 2022, appeared Greg S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.





Signature of Notary Public

(s
T. JESSICA MASK
Notary Public State of Georgia

My Commission Expires: February 21, 2026

ACKNOWLEDGEMENT

State of Arizona

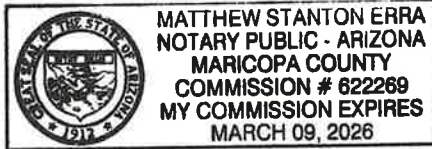
County of Maricopa

On 12/6/2022 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature



Matthew Stanton Erra
Commission Expires March 9th, 2026

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Jeremy Polk, Matthew Erra, Kischea Rushing

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021,

Argonaut Insurance Company



by:

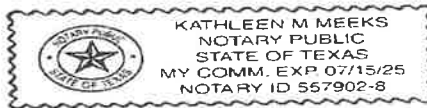
Gary E. Grose

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. MEEKS

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 6th day of December, 2022.



Austin W. King

Austin W. King, Secretary

Tax Collector's Office
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
Telephone: (925) 608-9500
Fax: (925) 608-9598
Taxinfo@tax.cccounty.us

Contra Costa County



Russell V. Watts
County Treasurer-Tax Collector

Lulis Lopez
Assistant Tax Collector

Danielle Goodbar
Tax Operations Supervisor

Date: 2/22/2023

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>
TR 9527	Discovery Bay	60013
Parcel #:	004-510-001-3 004-510-002-1 004-510-006	011-230-052 011-230-006-6

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 :

\$34,620.00

Our estimate for Supplementals taxes is:

\$0.00

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: Danielle Goodbar

Bond No. CMS353227

<u>PRINCIPAL</u>	<u>TITLE COMPANY</u>	<u>SURETY</u>
<u>Pulte Home Company, LLC</u>	<u>Old Republic Title Company</u>	<u>RLI Insurance Company</u>
<u>4511 Willow Rd, Ste 8</u> Street Address	<u>1000 Burnett Ave., #400</u> Street Address	<u>9025 N Lindbergh Dr</u> Street Address
<u>Pleasanton, CA 94588</u> City, State, Zip	<u>Concord, CA 94520</u> City, State, Zip	<u>Peoria, IL 61616</u> City, State, Zip
<u>Jon Cakus</u> Contact Person	<u>Dawn Cabral</u> Contact Person	<u>Jordan Rewerts</u> Contact Person
<u>925-398-4824</u> Phone Number	<u>(925) 687-7880</u> Phone Number	<u>800-645-2402</u> Phone Number

BOND AGAINST TAXES

KNOW ALL MEN BY THESE PRESENTS:

THAT Pulte Home Company, LLC, as Principal and RLI Insurance Company, as Surety, a corporation organized and existing under the laws of the State of Illinois and authorized to transact surety business in California are held and firmly bound unto the County of Contra Costa, State of California, in the penal sum of **THIRTY FOUR THOUSAND SIX HUNDRED TWENTY DOLLARS (\$34,620.00)**, to be paid to the said County of Contra Costa, for the payment of which will and truly be made, we and each of us bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of February 2023.

The conditions of the above obligation is such that WHEREAS, the above bound Principal is about to file map(s) entitled **SUBDIVISION 9527** covering a subdivision of a tract of land in said County of Contra Costa, and there are certain liens for taxes and special assessments collected as taxes, for the 2023-2024 tax year, against said tract of land covered by said map(s), which taxes and special assessments collected as taxes, are not as yet due or payable.

NOW THEREFORE, if said Principal shall pay all of the taxes and special assessments collected as taxes which are a lien against said tract of land covered by said map, at the time of the filing of said map, then this obligation shall be void and of no effect. Otherwise it shall remain in full force and effect.

PRINCIPAL:

By: SEE ATTACHED

By: Gregory S. Rives, Assistant Treasurer

SURETY:



Jeremy Polk, Attorney-in-Fact


(ALL SIGNATURES MUST BE NOTARIZED)

DATE: 03/06/23
BOND REVIEWED AND APPROVED
CONTRA COSTA COUNTY
TREASURER - TAX COLLECTOR
BY: Daniel L. Holden

executed this 28th day of February, 2023.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

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 Georgia

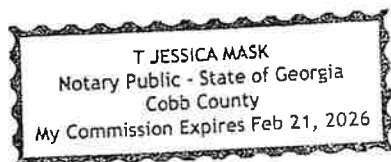
County of Cobb

On February 28, 2023, before me T. Jessica Mask, a Notary Public, personally appeared Gregory S. Rives, Assistant Treasurer, 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 Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 



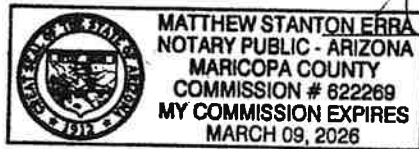
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 2/28/2023 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



[Handwritten Signature]

Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Jeremy Polk, Matthew Erra, jointly or severally

in the City of Phoenix, State of Arizona its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of May, 2020.

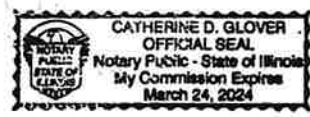


RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 28th day of February, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Approve the Final Map and Subdivision Agreement for subdivision SD21-09591, Discovery Bay area.

RECOMMENDATION(S):

ADOPT Resolution No. 2023/98 approving the Final Map and Subdivision Agreement for subdivision SD21-09591, for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (District III)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for subdivision SD21-09591, Phase II of subdivision SD19-09527, and has determined that all conditions of approval for Final Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

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

By: , Deputy

ATTACHMENTS

Resolution No. 2023/98

Final Map

Subdivision Agreement & Improvement Security Bond

Tax Letter & Surety Bond

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2023/98

IN THE MATTER OF approving the Final Map and Subdivision Agreement for subdivision SD21-09591, for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (District III)

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

I. Map

The Final Map of subdivision SD21-9591, property located in the Discovery Bay area, Supervisorial District III, said map having been certified by the proper officials.

II. Subdivision Agreement

A Subdivision Agreement with Pulte Home Company, LLC, principal, whereby said principal agrees to complete all improvements as required in said Subdivision Agreement within 2 years from the date of said agreement. Accompanying said Subdivision Agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond

Performance amount: \$50,880

Auditor's Deposit Permit No. 861704 Date: 12-22-2022

Auditor's Deposit Permit No. 855726 Date: 9-8-2022

Submitted by: Pulte Home Company, LLC

B. Surety Bond

Bond Company: Argonaut Insurance Company

Bond Number: SUR0073411 Date: 12-6-2022

Performance Amount: \$5,037,120

Labor & Materials Amount: \$2,544,000

Principal: Pulte Home Company, LLC

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 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 \$93,830, with security guaranteeing payment of said tax lien as follows:

· Tax Surety

Bond Company: RLI Insurance Company

Bond Number: CMS353226 Date: 2-28-2023

Amount: \$93,830

Principal: Pulte Home Company, LLC

NOW, THEREFORE, BE IT RESOLVED:

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

I hereby certify that this 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: April 4, 2023

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Anthony DiSilvestre - Engineering Services, Renee Hutchins - Records, Karen Piona- Records, Kimberly Rodriguez - Design & Construction, Chris Hallford -Mapping , Michael Mann- Finance, Chris Lau - Maintenance, Jennifer Cruz- DCD, Pulte Home Company LLC, Argonaut Insurance Company, RLI Insurance Company

OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBODIED FINAL MAP ENTITLED, SUBDIVISION 9591, CONTA COSTA COUNTY, CALIFORNIA, AND THE BOUNDARY LINES SHOWN THEREON, AND THAT THE SAID MAP WAS PREPARED FOR RECORD AND TO CONSENT TO THE MAKING AND RECORDED OF SAID MAP THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO CONTRA COSTA COUNTY FOR PUBLIC PURPOSES:
1. THE AREAS DESIGNATED AS IRVING LOOP, LEE LOOP, ORWELL DRIVE, THOREAU COURT, STEINBECK COURT AS SHOWN UPON SAID MAP AS PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

1. THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY DEDICATED TO CONTRA COSTA COUNTY OR ITS DESIGNEE AND THE TOWN OF DISCOVERY BAY COMMUNITY SERVICE DISTRICT FOR FIBER OPTIC, UNDERGROUND ELECTRIC, GAS, CABLE TELEVISION, TELEPHONE USE, STREET LIGHT, SANITARY SEWER, STORM DRAIN, AND WATER USE AND ALL IMPROVEMENTS AND APURTENANCES INSTALLED, INCLUDING THE CONSTRUCTION, ACCESS AND MAINTENANCE EASEMENT OF THESE IMPROVEMENTS AND APURTENANCES.

2. THE AREAS DESIGNATED AS PUBLIC ACCESS EASEMENT (PAE) ARE HEREBY DEDICATED TO CONTRA COSTA COUNTY OR ITS DESIGNEE FOR PUBLIC INGRESS AND EGRESS PURPOSES MAINTENANCE OF SAID PARCELS WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF THE SUBDIVISION AS SHOWN UPON THIS MAP IN ACCORDANCE WITH THE SUBDIVISIONS COVENANTS, CONDITIONS AND RESTRICTIONS.

THE AREAS DESIGNATED AS PARCELS "H" THROUGH "Q" AS SHOWN UPON SAID MAP ARE TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREAS DESIGNATED AS PARCELS "A", "B", "C", "D", "E", AND "F" AS SHOWN UPON SAID MAP ARE HEREBY RESERVED FOR OPEN SPACE PURPOSES. MAINTENANCE OF SAID PARCELS WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF THE SUBDIVISION AS SHOWN UPON THIS MAP IN ACCORDANCE WITH THE SUBDIVISIONS COVENANTS, CONDITIONS AND RESTRICTIONS. THE AREAS DESIGNATED AS PARCELS "G" THROUGH "I" AS SHOWN UPON SAID MAP ARE HEREBY RESERVED FOR PUBLIC PURPOSES AND WILL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREA DESIGNATED AS PARCEL "H" IS HEREBY RESERVED FOR DEDICATION TO RECLAMATION DISTRICT 800 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREA DESIGNATED AS PARCELS "J" AND "K" ARE HEREBY RESERVED FOR DEDICATION TO EAST CONTRA COSTA IRRIGATION DISTRICT BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREAS DESIGNATED AS MAINTENANCE EASEMENT (ME) IS HEREBY RESERVED FOR DEDICATION TO RECLAMATION DISTRICT 800 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHERE OF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE ____ DAY OF _____, 2023.

AS OWNERS: PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____

NAME: ARCHON HEUD

TITLE: _____

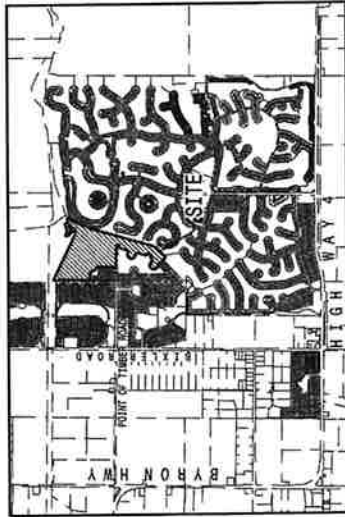
SUBDIVISION 9591

A. SUBDIVISION OF PARCELS 1, 4, 7, AND 11, DOCUMENT NUMBER 2005-0070687, RESULTANT PARCEL 2, DOCUMENT NUMBER 2022-0042513 AND RESULTANT PARCEL B, AND RESULTANT PARCEL C, DOCUMENT NUMBER 2023-008184,

CONTRA COSTA COUNTY RECORDS, DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

MACKEY & SOMPS

PLANNERS
51478 FRANKLIN DR. SUITE B SURVEYORS
PLEASANTON, CA 94588 (925) 725-0980
MARCH 2023



VICINITY MAP
SCALE: 1"=2000'

OWNER'S ACKNOWLEDGMENT:

I, NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE HEREBY DECLARE ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HIT EXECUTED THE SAME IN THE FULL EXERCISE OF HIS/HER/HIS OWN FREE WILL AND WITHOUT ANY UNLAWFUL INFLUENCE OR COERCION ON THE PART OF ANY OTHER PERSON, AND THAT THE INSTRUMENT IS VALID AND LEGAL IN ALL RESPECTS.

STATE OF CALIFORNIA) SS
COUNTY OF _____)

ON _____, 2023, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I HAVE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HIT EXECUTED THE SAME IN THE FULL EXERCISE OF HIS/HER/HIS OWN FREE WILL AND WITHOUT ANY UNLAWFUL INFLUENCE OR COERCION ON THE PART OF ANY OTHER PERSON, AND THAT THE INSTRUMENT IS VALID AND LEGAL IN ALL RESPECTS.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE: _____

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 86438 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1. RECLAMATION DISTRICT 800
a. BOOK 277, PAGE 288, CONTRA COSTA COUNTY RECORDS (LEWIS)
2. EAST CONTRA COSTA IRRIGATION DISTRICT
a. BOOK 8471, PAGE 712, CONTRA COSTA COUNTY RECORDS

COUNTY RECORDER'S STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, 2023 AT _____ THROUGH _____ UNDER SERIES NO. _____ IN BOOK _____ OF MAPS AT _____ PAGES _____ AT THE REQUEST OF _____, AN INDIVIDUAL OR ENTITY WHOSE NAME AND ADDRESS IS SET FORTH IN THE RECORDING TITLE COMPANY IN THE OFFICE OF THE COUNTY RECORDER OF THE CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

KRISTINE B. CONNELLY
COUNTY RECORDER
CONTRA COSTA COUNTY, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

PLANNING COMMISSION'S STATEMENT:

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION UPON WHICH THIS MAP IS BASED.

ARUNA BHATT
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

BY _____ DATED: _____, 2023

BUILDING INSPECTOR'S STATEMENT:

A GEOTECHNICAL INVESTIGATION REPORT, PREPARED BY ERMCO INCORPORATED, DATED _____, 2023, HAS BEEN RECEIVED IN 2023 PROJECT NO. 4830000101, HAS BEEN RECEIVED AND APPROVED. THE REPORT IS ON FILE IN THE BUILDING INSPECTION DIVISION, CONTRA COSTA COUNTY.

JASON GRAY
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
BUILDING INSPECTION DIVISION

BY _____ DATED: _____, 2023

COUNTY SURVEYOR'S STATEMENT:

THIS MAP WAS EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP HAVE BEEN COMPLETED WITHIN AND I AM SATISFIED THAT THE SAME IS TECHNICALLY CORRECT.

DANA W. TREZISE, L.S. 7438
INTERIM COUNTY SURVEYOR

DATED: _____, 2023

SURVEYOR'S STATEMENT:

THIS SUBDIVISION MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP REGULATIONS. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL THE MONUMENTS INDICATED HEREON ARE OF THE CORRECT LOCATION AND DISTANCE. THE LOCATION OF MONUMENTS SHALL BE SET WITHIN TWENTY FEET FROM THE BOUNDARIES OF THIS FINAL MAP, AND THE COMPLETION OF MONUMENTS SHALL BE WITHIN TWENTY FEET FROM THE BOUNDARIES OF THIS FINAL MAP. THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND FURTHER STATE THAT SUBDIVISION 9591 IS A SUBDIVISION INTO PARCELS OF LAND CONTAINING 67.7 ACRES, MORE OR LESS.

INTERIM COUNTY SURVEYOR
L.S. 8917

DATED: March 17th, 2023



CLERK OF THE BOARD OF SUPERVISORS' STATEMENT:

STATE OF CALIFORNIA
CONTRA COSTA COUNTY

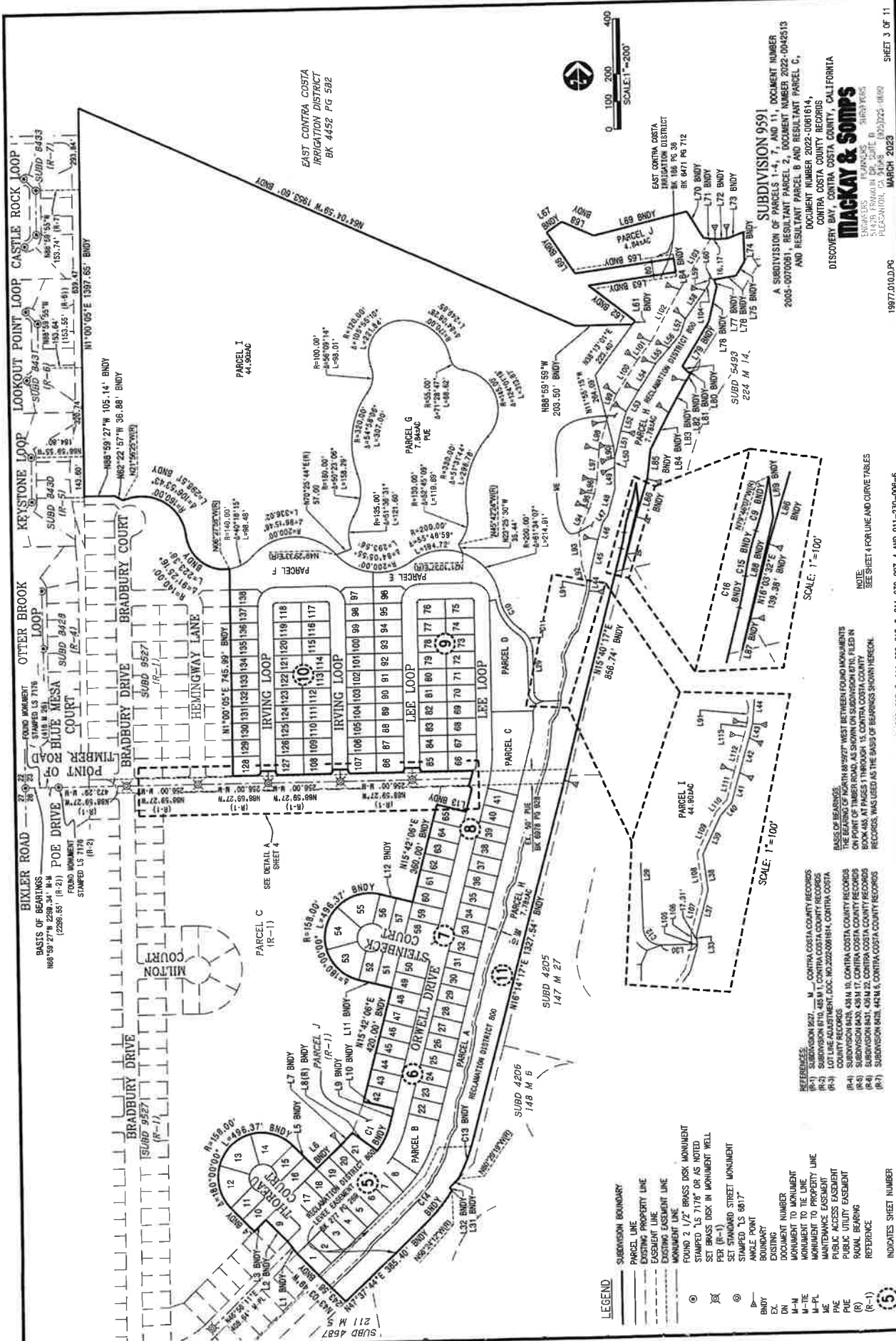
I, _____, CLERK OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE TENTATIVE MAP WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY SP, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2023, AT _____, AND SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING APPROVED SAID MAP, AND DID ACCEPT SUBJECT TO INSTALLATION AND ACCEPTANCE OF IMPROVEMENTS ON BEHALF OF THE PUBLIC ALL OF THE STREETS, ROADS, AVENUES OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE. I FURTHER CERTIFY THAT ALL TAX LISTS HAVE BEEN EXAMINED AND THAT ALL FEES 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 _____, 2023.

MADOLANINO
CLERK OF THE BOARD OF SUPERVISORS OF
CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

SUBDIVISION 9591
A SUBDIVISION OF PARCELS 1-4, 7, AND 11, DOCUMENT NUMBER
2005-0070861, RESULTANT PARCEL 2, DOCUMENT NUMBER 2022-0042518
AND RESULTANT PARCEL 8 AND RESULTANT PARCEL C,
DOCUMENT NUMBER 2022-0016154,
CONTRA COSTA COUNTY RECORDS
DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA
MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
51479 SHAMUN DR. SUITE B
FOLSOM, CA 95689 (916) 975-0690
MARION 2023



- LEGEND**
- SUBDIVISION BOUNDARY
 - PARCEL LINE
 - EXISTING PROPERTY LINE
 - EXISTING EASEMENT LINE
 - EXISTING EASEMENT LINE
 - MONUMENT LINE
 - STAMPED 1/2" BRASS DISK MONUMENT
 - STAMPED 1.5" 7/16" OR AS NOTED
 - SET BRASS DISK IN MONUMENT WELL
 - PER (R-1)
 - SET STAMPED STREET MONUMENT
 - STAMPED 1.5" 6817"
 - MONUMENT POINT
 - EXISTING MONUMENT
 - DOCUMENT NUMBER
 - MONUMENT TO MONUMENT
 - MONUMENT TO THE LINE
 - MONUMENT TO PROPERTY LINE
 - MAINTENANCE EASEMENT
 - PUBLIC ACCESS EASEMENT
 - PUBLIC UTILITY EASEMENT
 - ROOM BEARING
 - (R-1)
 - (R-1)

REFERENCES:

- (R-1) SUBDIVISION 927, M. CONTRA COSTA COUNTY RECORDS
- (R-2) SUBDIVISION 928, M. CONTRA COSTA COUNTY RECORDS
- (R-3) LOT LINE ADJUSTMENT, DOC. NO. 2022-001814, CONTRA COSTA COUNTY RECORDS
- (R-4) SUBDIVISION 948, M. CONTRA COSTA COUNTY RECORDS
- (R-5) SUBDIVISION 949, M. CONTRA COSTA COUNTY RECORDS
- (R-6) SUBDIVISION 951, M. CONTRA COSTA COUNTY RECORDS
- (R-7) SUBDIVISION 952, M. CONTRA COSTA COUNTY RECORDS

NOTES:

- 1. THE BEARING OF NORTH 89°00'00" WEST BETWEEN FOUND MONUMENTS IS SHOWN ON SUBDIVISION 9591, FILED IN COUNTY RECORDS, AS SHOWN THROUGHOUT CONTRA COSTA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.
- 2. SEE SHEET 4 FOR LINE AND CURVE TABLES.

PORTION OF APR. 011-220-017-5, 011-220-018-1, 011-220-010-0, 011-220-007-4, AND 011-220-006-6

1987.010.D.P.R. SHEET 3 OF 11

MACKAY & SOMPS
 SURVEYORS, PLANNERS, ENGINEERS
 5407 FRANKLIN DR., SUITE B
 PLEASANTON, CA 94566 (925) 235-1800
 MARCH 2023

SUBDIVISION 9591
 A SUBDIVISION OF PARCELS 1-1, AND 11, DOCUMENT NUMBER 2005-0070051, RESULTANT PARCELS 6 AND RESULTANT PARCEL C, AND RESULTANT PARCELS 7 AND RESULTANT PARCEL G, CONTRA COSTA COUNTY RECORDS, DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

EAST CONTRA COSTA IRRIGATION DISTRICT BR 4452 PG 582



LEGEND

- SUBDIVISION BOUNDARY
- PARCEL LINE
- EXISTING PROPERTY LINE
- EXISTING LINE
- EXISTING EASEMENT LINE
- EXISTING EASEMENT LINE
- FOUND 2 1/2" BRASS DISK MONUMENT
- STAMPED "S 7178" OR AS NOTED
- SET BRASS DISK IN MONUMENT WELL
- PER (R-1)
- SET STANDARD STREET MONUMENT
- STAMPED "S 8817"
- ANGLE POINT
- BOUNDARY
- EXISTING
- DOCUMENT NUMBER
- MONUMENT TO MONUMENT
- MONUMENT TO TIE LINE
- MONUMENT TO PROPERTY LINE
- PERFORMANCE EASEMENT
- PUBLIC UTILITY EASEMENT
- PIE
- RADIAL BEARING
- (R)
- (R-1)
- (5) INDICATES SHEET NUMBER

BASIS OF BEARINGS:
 THE BEARINGS OF THE 188777 WEST BETWEEN FOUND MONUMENTS AND MONUMENTS ARE BASED ON THE MONUMENTS FILED IN BOOK 483, AT PAGES 1 THROUGH 15, CONTRA COSTA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

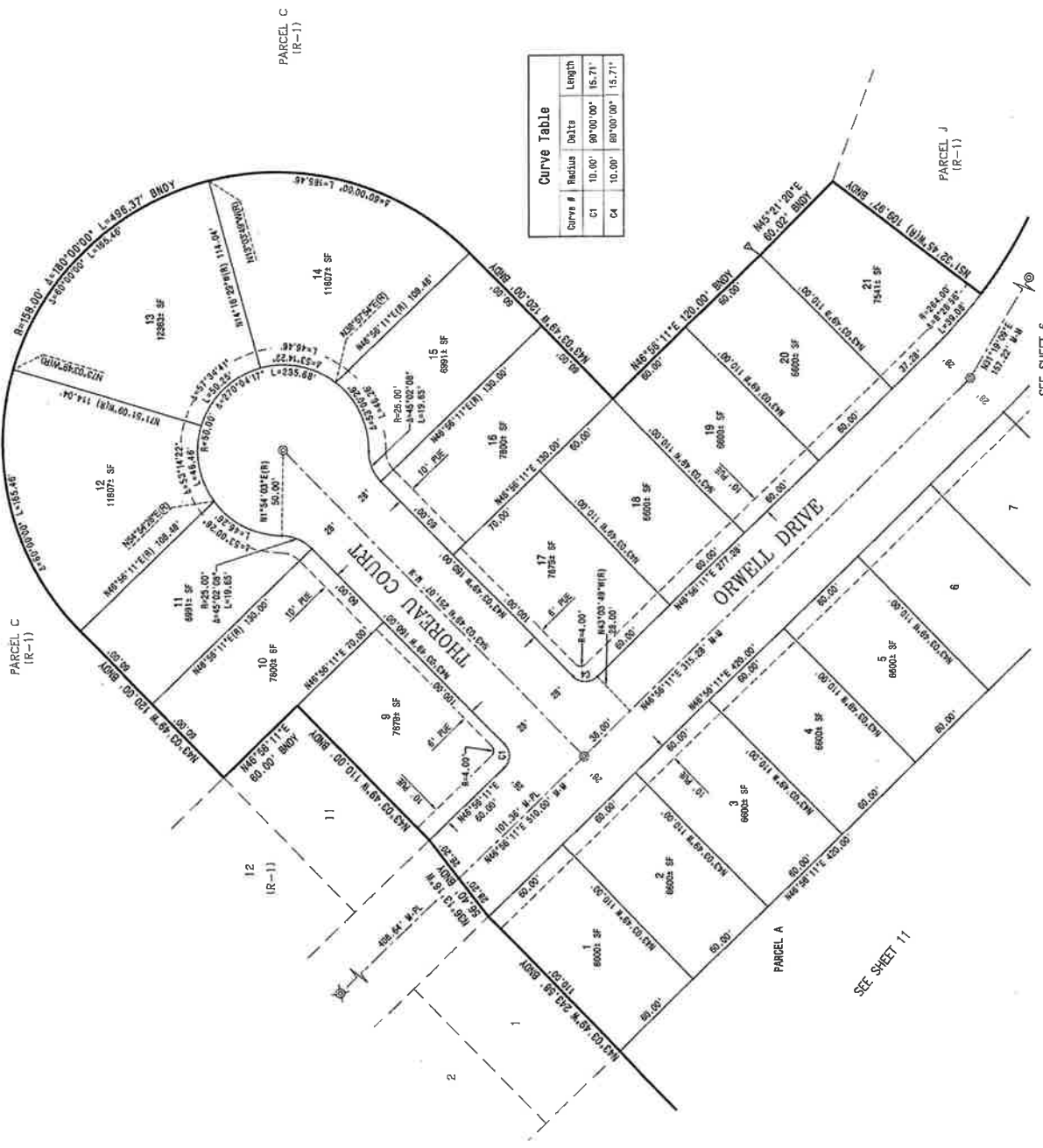
REFERENCES:
 (R-1) SUBDIVISION 8627, N. CONTRA COSTA COUNTY RECORDS
 (R-2) SUBDIVISION 8741, 865 N.T. CONTRA COSTA COUNTY RECORDS
 (R-3) THE COLONIAL TRACT, DOC. 102622-6888H, CONTRA COSTA COUNTY RECORDS
 (R-4) SUBDIVISION 8438, 488 M. 10, CONTRA COSTA COUNTY RECORDS
 (R-5) SUBDIVISION 8430, 488 M. 17, CONTRA COSTA COUNTY RECORDS
 (R-6) SUBDIVISION 8457, 488 M. 22, CONTRA COSTA COUNTY RECORDS
 (R-7) SUBDIVISION 8462, 442 M. 6, CONTRA COSTA COUNTY RECORDS



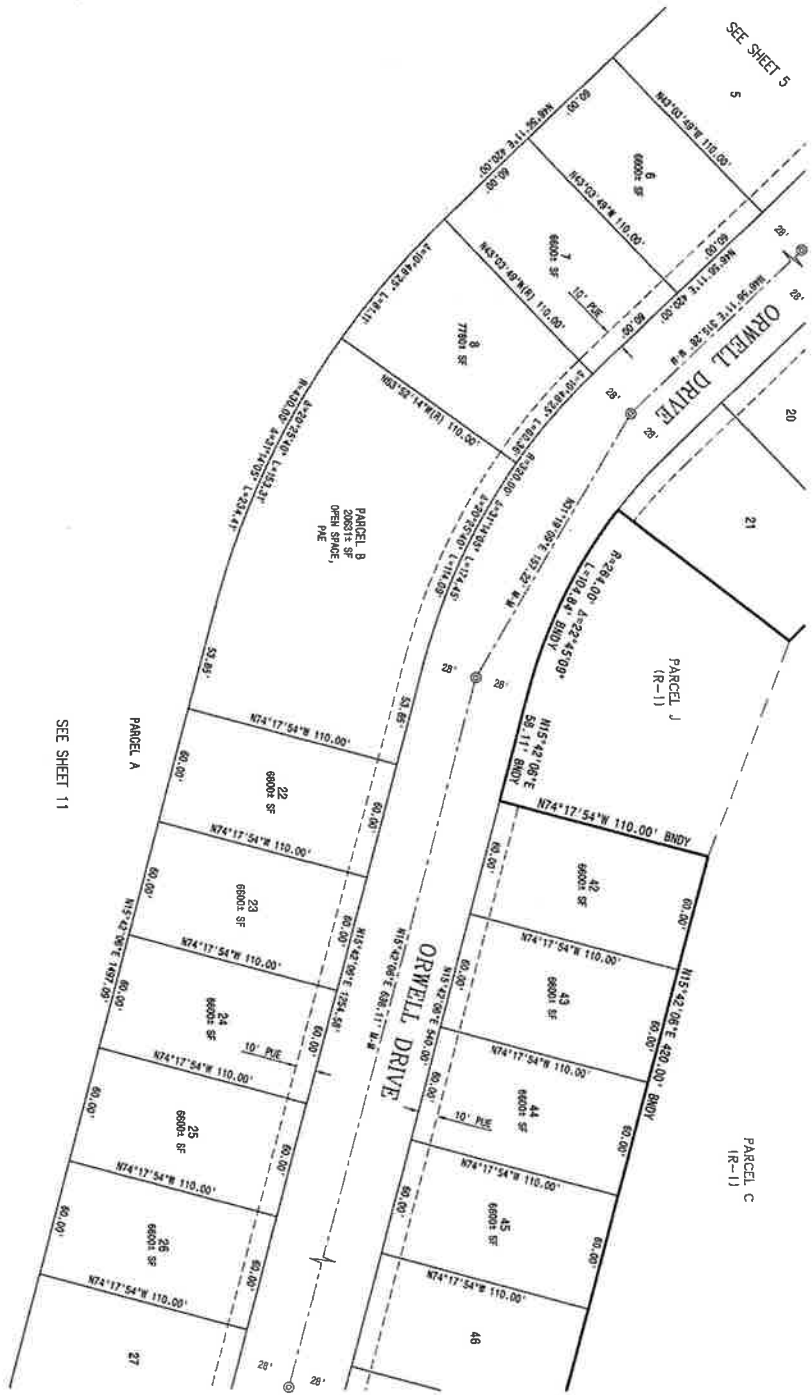
0 20 40 80
 SCALE: 1"=40'

SUBDIVISION 9591
 A SUBDIVISION OF PARCELS 1-4, 7, AND 11, DOCUMENT NUMBER 2005-0070081, RESULTANT PARCEL 2, DOCUMENT NUMBER 2022-0042513 AND RESULTANT PARCEL 8 AND RESULTANT PARCEL C,
 DOCUMENT NUMBER 2022-0061614,
 CONTRA COSTA COUNTY RECORDS
 DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 5189 FRANCHISE DRIVE, SUITE 100
 PLEASANTON, CALIFORNIA 94566
 MARCH 2023



SEE SHEET 6
 PORTION OF APR. 011-220-017-5, 011-220-018-3, 011-220-019-0, 011-230-007-4, AND 011-230-008-5



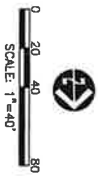
SEE SHEET 11

SEE SHEET 7

A SUBDIVISION OF PARCELS 4, 7, AND 11, DOCUMENT NUMBER 2005-0070961, RESIDENT PARCEL 2, DOCUMENT NUMBER 2022-0042513 AND RESIDENT PARCEL 8 AND RESIDENT PARCEL C, DOCUMENT NUMBER 2022-0081614, SANTA COSTA COUNTY RECORDS DISCOVERY DAY, SANTA COSTA COUNTY, CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
51420 FRANKLIN DRIVE, SUITE 100
MILPITAS, CALIFORNIA 95035
MARCH 2023



- REFERENCES:**
- (R-1) SUBDIVISION 9871, M, CONTRA COSTA COUNTY RECORDS
 - (R-2) SUBDIVISION 8710, 488 M, CONTRA COSTA COUNTY RECORDS
 - (R-3) SUBDIVISION 8710, 488 M, CONTRA COSTA COUNTY RECORDS
 - (R-4) SUBDIVISION 9426, 488 M, CONTRA COSTA COUNTY RECORDS
 - (R-5) SUBDIVISION 9430, 488 M, CONTRA COSTA COUNTY RECORDS
 - (R-6) SUBDIVISION 9431, 488 M, CONTRA COSTA COUNTY RECORDS
 - (R-7) SUBDIVISION 9426, 442 M, CONTRA COSTA COUNTY RECORDS

BASES OF BEARINGS:
THE BEARINGS SHOWN ARE BEYOND THE POINTS OF MONUMENTS OR CORNERS. ALL BEARINGS WERE MEASURED AND CALCULATED IN THE FIELD IN RESPONSE, AND USED AS THE BASIS OF BEARINGS SHOWN HEREIN.



INDICATES SHEET NUMBER

LEGEND

- SUBDIVISION BOUNDARY
- PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- ROUND 2 1/2" BRASS DISK MONUMENT
- ⊗ STAMPED 1.5" 7/16" OR AS NOTED SET BRASS DISK IN MONUMENT WELL
- ⊙ SET SPANARD STREET MONUMENT
- ⊙ STAMPED 3.5" 8/17"
- ⊙ ANGLE POINT
- BOUNDARY
- EX EXISTING
- DN DOCUMENT NUMBER
- M-M MONUMENT TO MONUMENT
- M-PL MONUMENT TO PROPERTY LINE
- ME MAINTENANCE EASEMENT
- PA PUBLIC ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- RD ROAD BEARING
- (R-1) REFERENCE

LEGEND

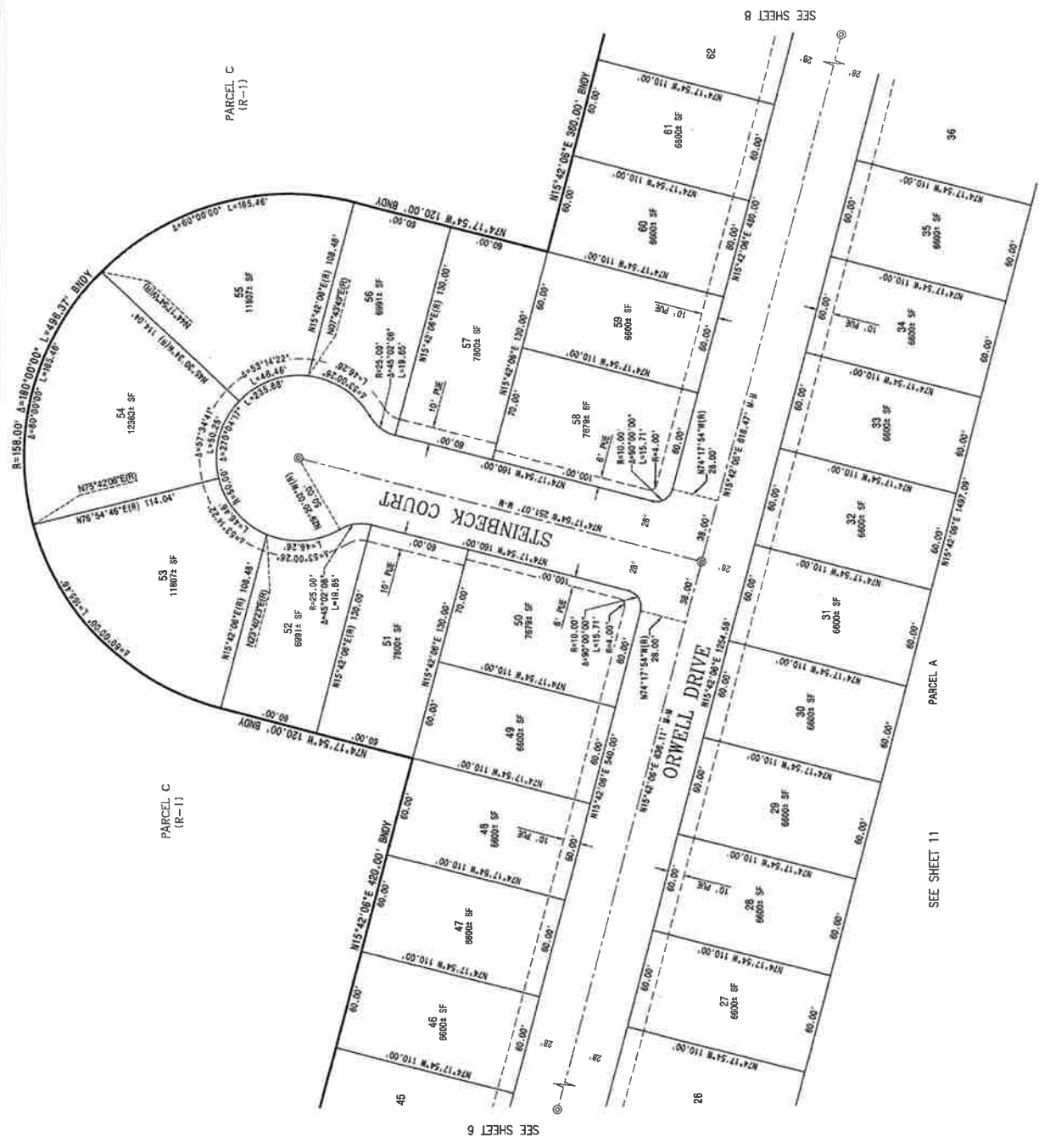
- SUBDIVISION BOUNDARY
- PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- STAMPED 1/2" BRASS DISK MONUMENT
- FOUND 1/2" BRASS DISK MONUMENT
- SET BRASS DISK IN MONUMENT WELL
- PER (R-1)
- SET STANDARD STREET MONUMENT
- SET MONUMENT
- ANGLE POINT
- BOUNDARY
- EX- EXISTING
- DN- DOCUMENT NUMBER
- M-M- MONUMENT TO MONUMENT
- M-PL- MONUMENT TO PROPERTY LINE
- ME- MAINTENANCE EASEMENT
- PAE- PUBLIC ACCESS EASEMENT
- PUE- PUBLIC UTILITY EASEMENT
- (R)- ROUNDOFF BEARING
- (R-1)- REFERENCE
- (5)- INDICATES SHEET NUMBER

BASE OF BEARINGS:
 THE BEARING OF NORTH 88°32' WEST BETWEEN FOUND MONUMENTS
 WAS MEASURED AND FOUND TO BE NORTH 88°32' WEST, FILED IN
 BOOK 448, AT PAGES 1 THROUGH 15, CONTRA COSTA COUNTY
 RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

REFERENCES:
 (R-1) SUBDIVISION 987, N. N. CONTRA COSTA COUNTY RECORDS
 (R-2) SUBDIVISION 970, 405 M.1, CONTRA COSTA COUNTY RECORDS
 (R-3) SUBDIVISION 971, 100, 10, 202, 200, 10, CONTRA COSTA
 COUNTY RECORDS
 (R-4) SUBDIVISION 968, 438 M.10, CONTRA COSTA COUNTY RECORDS
 (R-5) SUBDIVISION 949, 438 M.17, CONTRA COSTA COUNTY RECORDS
 (R-6) SUBDIVISION 943, 438 M.22, CONTRA COSTA COUNTY RECORDS
 (R-7) SUBDIVISION 942, 442 M.6, CONTRA COSTA COUNTY RECORDS



SUBDIVISION 9591
 A SUBDIVISION OF PARCELS 1, 7, AND 11, DOCUMENT NUMBER
 2005-007061, RESULTANT PARCEL 2, DOCUMENT NUMBER 2022-0042513
 AND RESULTANT PARCEL 8 AND RESULTANT PARCEL 6,
 DOCUMENT NUMBER 2022-0041614,
 CONTRA COSTA COUNTY RECORDS,
 CONTRA COSTA COUNTY, CALIFORNIA
MACKAY & SOMPS
 SURVEYORS & PLANNERS SCIENTISTS
 51425 FRANKLIN DR., SUITE B
 HILLCREST, CALIFORNIA 94521-5690
 19877.010.D.P6 19877.010.D.P6 MARCH 2023 SHEET 7 OF 11



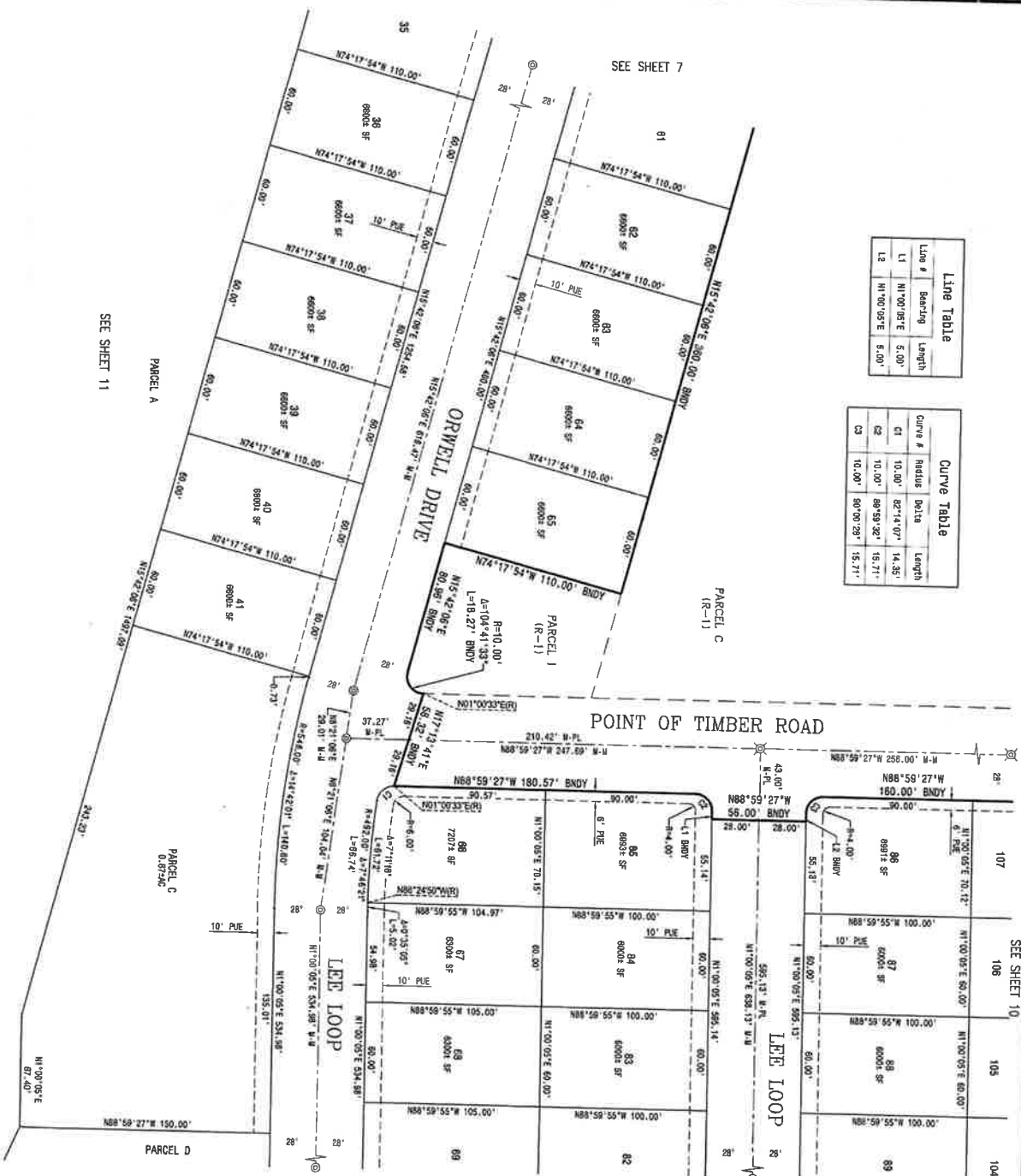
SEE SHEET 6

SEE SHEET 11

SEE SHEET 8

PORTION OF APN 011-220-017-5, 011-220-018-3, 011-220-019-4, 011-230-307-4 AND 011-230-306-6

APN 011-220-017-5, 011-220-018-3, 011-220-019-4, 011-230-307-4 AND 011-230-306-6



Line #	Bearing	Length
L1	N1°00'05"E	5.00'
L2	N1°00'05"E	5.00'

Curve #	Radius	Delta	Length
C1	10.00'	82°14'07"	14.35'
C2	10.00'	80°59'32"	15.71'
C3	10.00'	80°00'29"	15.71'

---	SUBDIVISION BOUNDARY
---	PARCEL LINE
---	EXISTING PROPERTY LINE
---	EXISTENT LINE
---	EXISTING EASEMENT LINE
---	EXISTING EASEMENT LINE
---	MONUMENT LINE
⊙	FOUND 2 1/2" BRASS DISK MONUMENT
⊙	STAMPED "S 7176" OR AS NOTED
⊙	SET BRASS DISK IN MONUMENT WELL PER (R-1)
⊙	SET STANDARD STREET MONUMENT
⊙	STAMPED "S 8617"
⊙	RANGE POINT
⊙	ANCHOR POINT
⊙	EXHIBIT
⊙	DOCUMENT NUMBER
⊙	MONUMENT TO MONUMENT
⊙	MONUMENT TO LINE
⊙	MONUMENT TO PROPERTY LINE
⊙	MAINTENANCE EASEMENT
⊙	PUBLIC ACCESS EASEMENT
⊙	PUBLIC UTILITY EASEMENT
⊙	ROAD BEARING
⊙	REFERENCE
(R-1)	REFERENCE
(R-1)	REFERENCE
(5)	INDICATES SHEET NUMBER

BASED ON REFERENCE:
 POINT OF BEGINNING (POB) FOR THE WEST HALF BETWEEN FOUND MONUMENTS
 ON POINT OF TIMBER ROAD, AS SHOWN ON THE 199770100.PCS FILED IN
 RECORDS 44, AT PAGES THROUGHOUT T. CONTRA COSTA COUNTY
 RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

REFERENCES:
 (R-1) CONTRA COSTA COUNTY RECORDS
 (R-2) SUBDIVISION MAP M-10, CONTRA COSTA COUNTY RECORDS
 (R-3) LOT LINE ADJUSTMENT, DOC. NO. 2002-08914, CONTRA COSTA COUNTY RECORDS
 (R-4) SUBDIVISION MAP, 438 M-10, CONTRA COSTA COUNTY RECORDS
 (R-5) SUBDIVISION MAP, 438 M-10, CONTRA COSTA COUNTY RECORDS
 (R-6) SUBDIVISION MAP, 438 M-10, CONTRA COSTA COUNTY RECORDS
 (R-7) SUBDIVISION MAP, 438 M-10, CONTRA COSTA COUNTY RECORDS



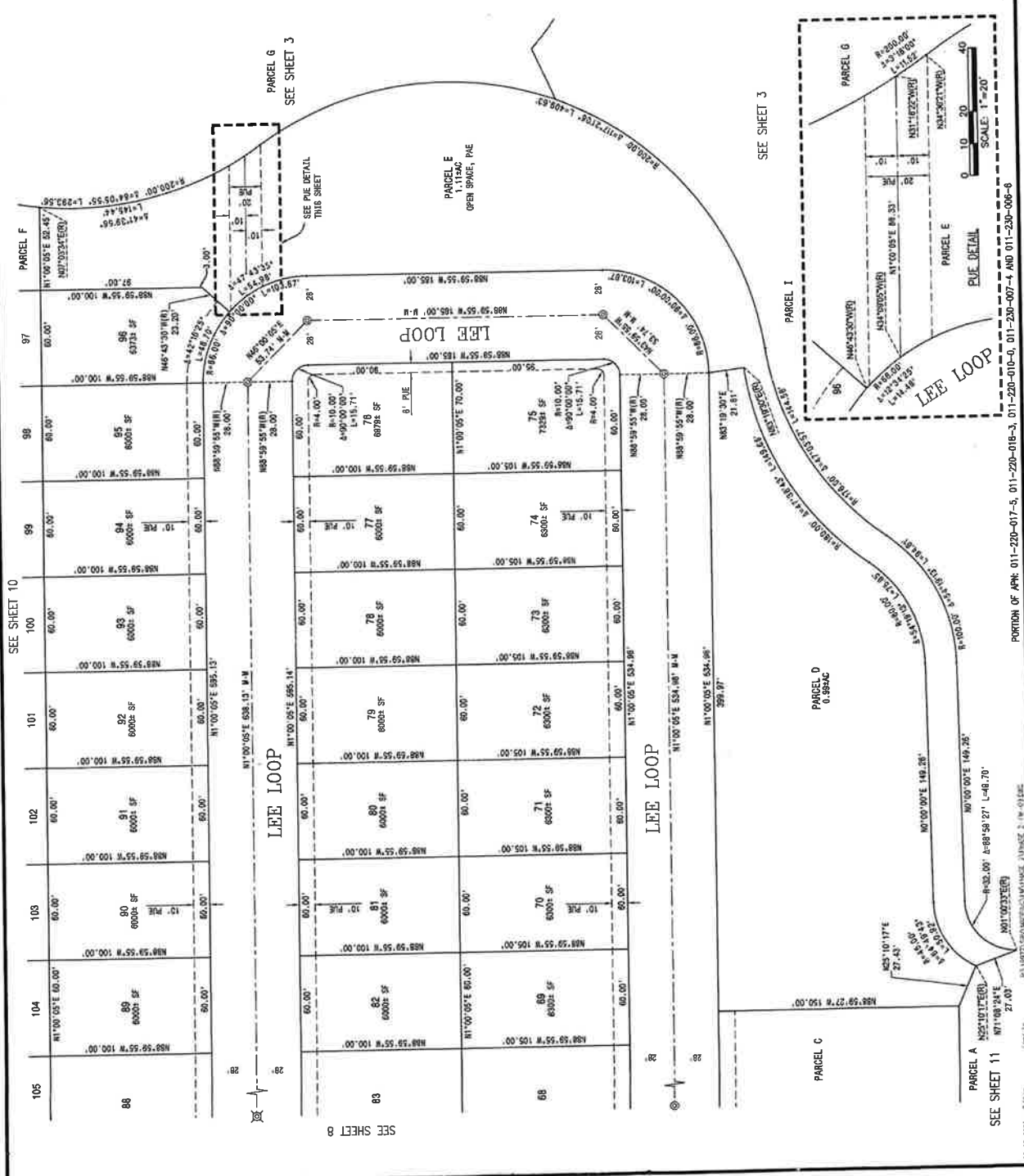
SUBDIVISION 9591
 A SUBDIVISION OF PARCELS 1-4, 7, AND 11, DOCUMENT NUMBER
 2005-0079061, RESULTANT PARCEL 2, DOCUMENT NUMBER 2022-0042513
 AND RESULTANT PARCEL 8 AND RESULTANT PARCEL G,
 DOCUMENT NUMBER 2022-0081614,
 CONTRA COSTA COUNTY RECORDS
 DISCOVERY SITE, CONTRA COSTA COUNTY, CALIFORNIA
MACKAY & SOMPS
 REGISTERED PROFESSIONAL LAND SURVEYORS
 5142E Redwood Dr. Suite 3
 Folsom, CA 95698 (916) 725-5691
 MARCH 2023

LEGEND

- SUBDIVISION BOUNDARY
- PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- FOUND 2 1/2" BRASS DISK MONUMENT
- STAMPED "LS 7178" OR AS NOTED
- SET BRASS DISK IN MONUMENT WELL PER (R-1)
- SET STANDARD STREET MONUMENT
- STAMPED "LS 8817"
- △ BOUNDARY
- ◇ ENDY
- DK EXISTING
- DN DOCUMENT NUMBER
- M-M MONUMENT TO THE LINE
- M-PL MONUMENT TO PROPERTY LINE
- ME MAINTENANCE EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (R-1) REFERENCE
- (S) INDICATES SHEET NUMBER

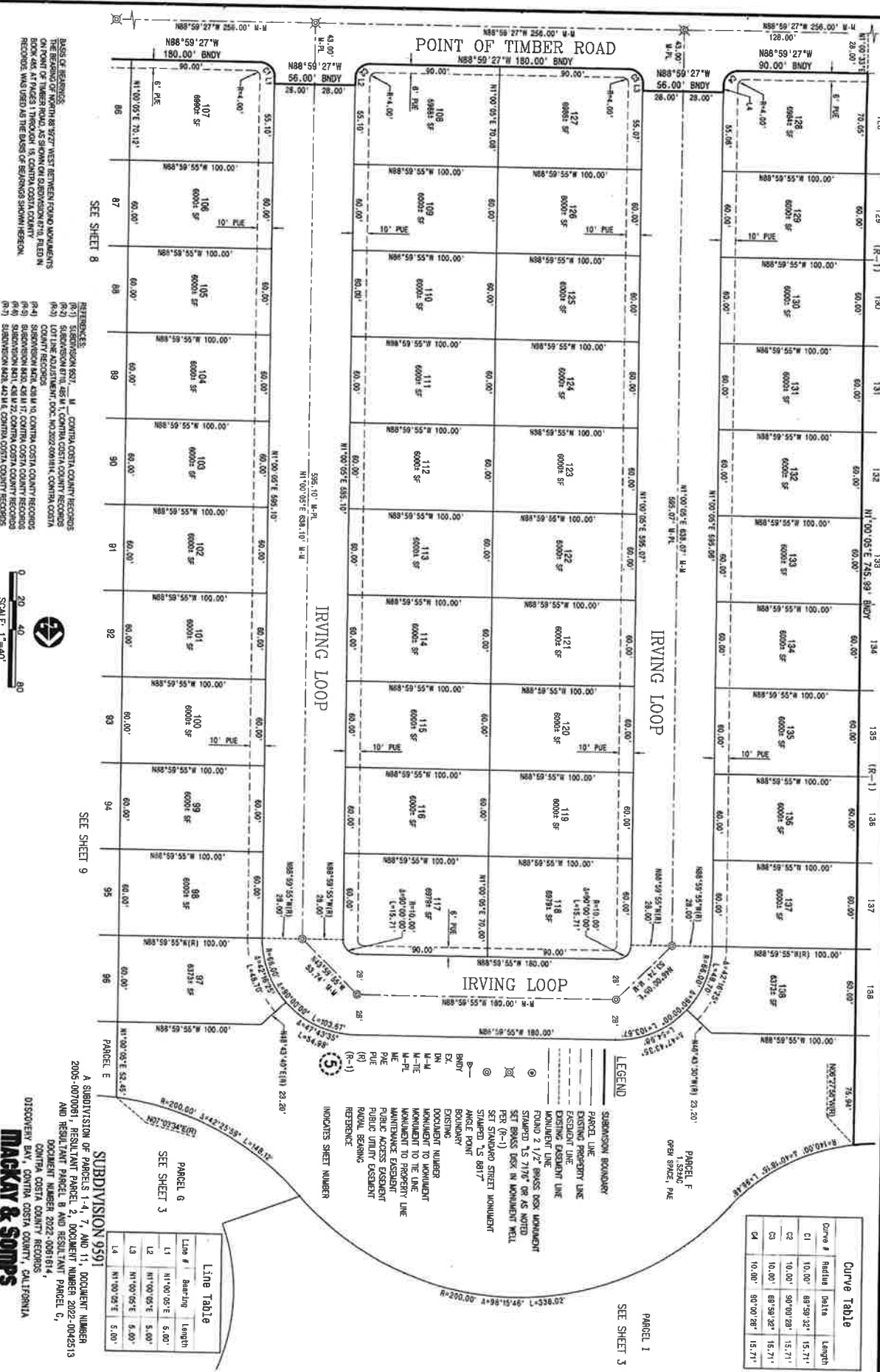
BASE OF BEARINGS:
 THE BEARING OF NORTH 08°27' WEST BETWEEN FOUND MONUMENTS
 POINT AT PAGES 1 THROUGH 15 CONTRA COSTA COUNTY
 RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

REFERENCES:
 (R-1) M. CONTRA COSTA COUNTY RECORDS
 (R-2) SUBDIVISION 170, 468 M. CONTRA COSTA COUNTY RECORDS
 (R-3) LOT LINE ADJUSTMENT, DOC. NO. 2022-008184, CONTRA COSTA COUNTY RECORDS
 (R-4) SUBDIVISION 1026, 438 M. CONTRA COSTA COUNTY RECORDS
 (R-5) SUBDIVISION 1026, 438 M. CONTRA COSTA COUNTY RECORDS
 (R-6) SUBDIVISION 1026, 438 M. CONTRA COSTA COUNTY RECORDS
 (R-7) SUBDIVISION 1026, 438 M. CONTRA COSTA COUNTY RECORDS



SUBDIVISION 9591
 A SUBDIVISION OF PARCELS 1-4, 7, AND 11, DOCUMENT NUMBER
 2005-0070661, RESULTANT PARCEL 2, DOCUMENT NUMBER 2022-0042513
 AND RESULTANT PARCEL 8 AND RESULTANT PARCEL C,
 DOCUMENT NUMBER 2022-0081614,
 CONTRA COSTA COUNTY RECORDS
 DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

MACKAY & SOMPS
 SURVEYORS & ENGINEERS
 21428 TRAMPER DE SOTO BLVD. SUITE B
 FALGOUTON, CA 94502 (925) 225-0680
 MARCH 2023



Curve #	Radius	Delta	Length
C1	10.00'	89°59'32"	15.71'
C2	10.00'	90°00'28"	15.71'
C3	10.00'	89°59'32"	15.71'
C4	10.00'	90°00'28"	15.71'

Line #	Bearing	Length
L1	N1°00'05"E	5.00'
L2	N1°00'05"E	5.00'
L3	N1°00'05"E	5.00'
L4	N1°00'05"E	5.00'

- REFERENCES:**
- (R-1) SUBDIVISION 9597, M. CONTRA COSTA COUNTY RECORDS
 - (R-2) SUBDIVISION 8710, 485 M.T. CONTRA COSTA COUNTY RECORDS
 - (R-3) COTTAGE ACQUISITION, DOC. NO.2022-008184, CONTRA COSTA COUNTY RECORDS
 - (R-4) SUBDIVISION 842, 424 M.T. CONTRA COSTA COUNTY RECORDS
 - (R-5) SUBDIVISION 842, 424 M.T. CONTRA COSTA COUNTY RECORDS
 - (R-6) SUBDIVISION 841, 424 M.T. CONTRA COSTA COUNTY RECORDS
 - (R-7) SUBDIVISION 842, 424 M.T. CONTRA COSTA COUNTY RECORDS

- REFERENCES:**
- (R-1) SUBDIVISION 9597, M. CONTRA COSTA COUNTY RECORDS
 - (R-2) SUBDIVISION 8710, 485 M.T. CONTRA COSTA COUNTY RECORDS
 - (R-3) COTTAGE ACQUISITION, DOC. NO.2022-008184, CONTRA COSTA COUNTY RECORDS
 - (R-4) SUBDIVISION 842, 424 M.T. CONTRA COSTA COUNTY RECORDS
 - (R-5) SUBDIVISION 842, 424 M.T. CONTRA COSTA COUNTY RECORDS
 - (R-6) SUBDIVISION 841, 424 M.T. CONTRA COSTA COUNTY RECORDS
 - (R-7) SUBDIVISION 842, 424 M.T. CONTRA COSTA COUNTY RECORDS

A SUBDIVISION OF PARCELS 1-4, 7, AND 11, DOCUMENT NUMBER 2005-0070981, RESULTANT PARCEL 2, DOCUMENT NUMBER 2022-0042513 AND RESULTANT PARCEL 8 AND RESULTANT PARCEL C, DOCUMENT NUMBER 2022-0061614, CONTRA COSTA COUNTY RECORDS, DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA

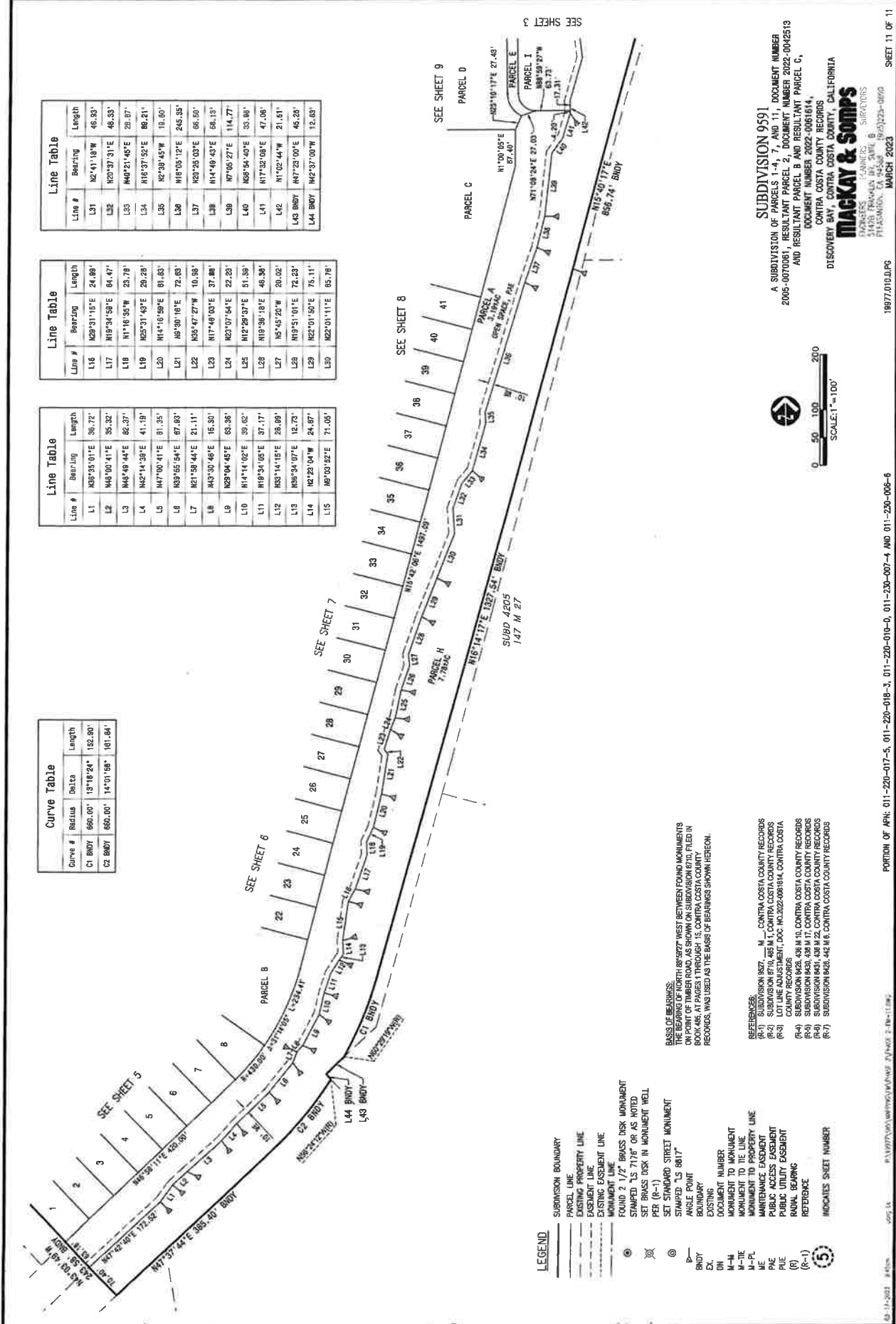
TRACY & SOMPS
 REGISTERED PROFESSIONAL SURVEYORS
 FLEWELLEN ON BEHALF OF SURVEYORS
 MARCH 2023

Curve #	Radius	Delta	Length
C1 BNDY	660.00'	13°16'24"	132.80'
C2 BNDY	660.00'	14°01'08"	181.84'

Line #	Bearing	Length
L1	N89°55'01"E	36.72'
L2	N48°00'41"E	35.32'
L3	N46°49'44"E	82.37'
L4	N42°14'38"E	41.19'
L5	N47°00'41"E	81.35'
L6	N89°55'54"E	87.83'
L7	N21°58'44"E	21.11'
L8	N43°30'48"E	16.30'
L9	N29°04'45"E	68.96'
L10	N14°02'02"E	39.62'
L11	N18°34'05"E	37.17'
L12	N83°14'15"E	28.69'
L13	N85°54'07"E	12.79'
L14	N2°23'04"W	24.67'
L15	N8°03'22"E	71.05'

Line #	Bearing	Length
L16	N29°31'15"E	24.89'
L17	N18°54'58"E	84.47'
L18	N1°16'35"W	23.78'
L19	N25°31'43"E	29.29'
L20	N14°16'59"E	81.83'
L21	N8°00'16"E	72.63'
L22	N95°47'27"W	10.98'
L23	N17°49'03"E	37.88'
L24	N23°07'54"E	22.28'
L25	N12°28'37"E	51.99'
L26	N19°38'18"E	46.58'
L27	N5°45'20"W	20.02'
L28	N19°51'01"E	72.63'
L29	N22°01'50"E	75.11'
L30	N22°01'11"E	85.78'

Line #	Bearing	Length
L31	N2°41'18"W	46.53'
L32	N20°37'31"E	48.33'
L33	N48°21'48"E	28.87'
L34	N16°37'52"E	88.21'
L35	N2°39'45"W	19.50'
L36	N18°08'12"E	246.35'
L37	N20°28'03"E	86.50'
L38	N14°49'43"E	58.13'
L39	N7°05'27"E	114.77'
L40	N89°54'40"E	33.86'
L41	N17°32'08"E	47.08'
L42	N1°02'44"W	21.61'
L43 BNDY	N47°25'00"E	45.26'
L44 BNDY	N42°37'00"W	12.83'



- LEGEND**
- SUBDIVISION BOUNDARY
 - PARCEL LINE
 - EASEMENT LINE
 - EXISTING EASEMENT LINE
 - MONUMENT LINE
 - FOUND 2 1/2" BRASS DISK MONUMENT
 - STAMPED "LS 7176" OR AS NOTED PER (R-1)
 - SET STANDARD STREET MONUMENT
 - STAMPED "LS 8817"
 - ANGLE POINT
 - BOUNDARY
 - EXISTING
 - MONUMENT NUMBER
 - MONUMENT TO MONUMENT
 - MONUMENT TO TIE LINE
 - MONUMENT TO PROPERTY LINE
 - MONUMENT TO EASEMENT
 - PUBLIC UTILITY EASEMENT
 - PILE
 - RAIL BEARING
 - (R-1)
 - REFERENCE
 - 5 INDICATES SHEET NUMBER

BASES OF BEARINGS:
 THE BEARING OF NORTH 88°59'27" WEST BETWEEN FOUND MONUMENTS ON POINT OF TIMBER ROAD, AS SHOWN ON SUBDIVISION 8710, FILED IN BOOK 486, AT PAGES 1 THROUGH 15, CONTRA COSTA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

- REFERENCES:**
- (R-1) SUBDIVISION 8577, M. CONTRA COSTA COUNTY RECORDS
 - (R-2) SUBDIVISION 8710, 486 M. CONTRA COSTA COUNTY RECORDS
 - (R-3) LOT LINE ADJUSTMENT, DOC. NO. 2022-0081814, CONTRA COSTA COUNTY RECORDS
 - (R-4) SUBDIVISION 8128, 438 M. CONTRA COSTA COUNTY RECORDS
 - (R-5) SUBDIVISION 8451, 438 M. CONTRA COSTA COUNTY RECORDS
 - (R-6) SUBDIVISION 8428, 442 M. CONTRA COSTA COUNTY RECORDS
 - (R-7) SUBDIVISION 8428, 442 M. CONTRA COSTA COUNTY RECORDS



SUBDIVISION 9591
 A SUBDIVISION OF PARCELS 1-4, 7, AND 11, DOCUMENT NUMBER 2065-007008, RESULTANT PARCEL 2, DOCUMENT NUMBER 2022-0042513 AND RESULTANT PARCEL B AND RESULTANT PARCEL C, DOCUMENT NUMBER 2022-0061614,
 CONTRA COSTA COUNTY RECORDS
 DISCOVERY BAY, CONTRA COSTA COUNTY, CALIFORNIA
MACKAY & SOMPS
 ENGINEERS & SURVEYORS
 5147B TRAVELER DR., SUITE 6
 PLEASANTON, CA 94568 (925) 239-0699
 MARCH 2023

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

Subdivision: SD21-9591
Subdivider: Pulte Home Company, LLC

Effective Date: Date Approved by BOS
Completion Period: 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Brian M. Balbas, Public Works Director

By: _____

RECOMMENDED FOR APPROVAL:

By:  _____
Engineering Services Division

FORM APPROVED: Silvano B. Marchesi, County Counsel

SUBDIVIDER

Pulte Home Company, LLC


Print Name Jon F. Cakus

Print Title Director of Land Development

Print Name: _____

Print Title: _____

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

- 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:
- 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.

- 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:** \$ 50,880.00 cash, plus additional security, in the amount of \$ 5,037,120.00, 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.
- X 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: \$ 2,544,000.00, 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
- X 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 Alameda)

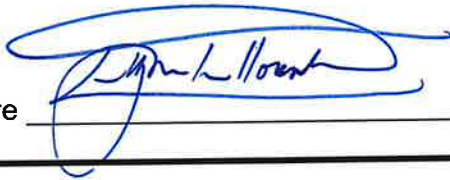
On December 13, 2022, before me, Terri Lynn Lane Llorente
(insert name and title of the officer)

personally appeared Jon F. Cakus,
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)



Subdivision: SD21-9591
Bond No.: SUR0073411
Premium: \$15,111
Any claim under this Bond should be sent
to the following address:
Argonaut Insurance Company
PO Box 469011
San Antonio, TX 78246

**IMPROVEMENT SECURITY BOND
FOR SUBDIVISION AGREEMENT**
(Performance, Guarantee and Payment)
(Gov. Code, §§ 66499-66499.10)

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision SD21-9591 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

2. **OBLIGATION.** Pulte Home Company, LLC, as Principal,
and Argonaut Insurance Company, a corporation organized and existing
under the laws of the State of Illinois and authorized to transact surety business in California, as Surety, hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) Five million thirty seven thousand one hundred twenty and 00/100 Dollars
(\$ 5,037,120.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) Two million five hundred forty four thousand and 00/100 Dollars
(\$ 2,544,000.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the
State of California.

3. **CONDITION.** This obligation is subject to the following condition.

A. The condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

B. The condition of this obligation, as to Section 2.(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Subdivision Agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, and that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on this bond; and consent is hereby given to make such change, extension of time, alteration or addition without further notice to or consent by Surety; and Surety hereby waives the provisions of Civil Code Section 2819 and holds itself bound without regard to and independently of any action against the Principal whenever taken.


SIGNED AND SEALED on December 6, 2022.

Principal: Pulte Home Company, LLC
Address: 4511 Willow Road, Suite 8
Pleasanton, CA Zip: 94588

Surety: Argonaut Insurance Company
Address: 225 W Washington, 24th Floor
Chicago, IL Zip: 60606

SEE ATTACHED

By: _____
Print Name: Gregory S. Rives
Title: Assistant Treasurer

By: 
Print Name: Jeremy Polk
Title: Attorney-in-Fact

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, § 1190 and Corps. Code, § 313.)]

Form Approved by County Counsel
(Rev. 1/06)

executed this 6th day of December, 2022.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

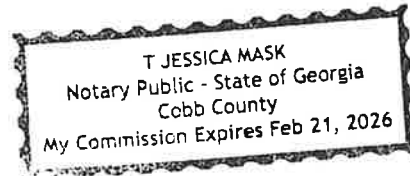
STATE OF GEORGIA)

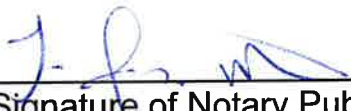
) ss.

COUNTY OF COBB)

This record was acknowledged before me on December 6, 2022, appeared Greg S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.





Signature of Notary Public

(s
T. JESSICA MASK
Notary Public State of Georgia

My Commission Expires: February 21, 2026

ACKNOWLEDGEMENT

State of Arizona

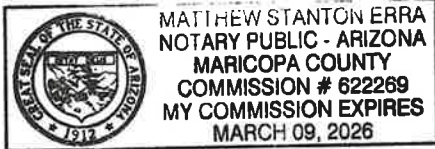
County of Maricopa

On 12/6/2022 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature



Matthew Stanton Erra
Commission Expires March 9th, 2026

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Jeremy Polk, Matthew Erra, Kischea Rushing

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

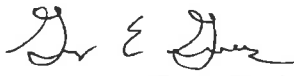
\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.



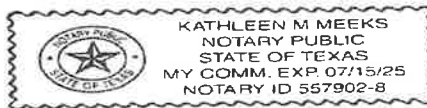
by: 

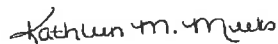
Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.





(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 6th day of December, 2022.





Austin W. King, Secretary

Tax Collector's Office
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
Telephone: (925) 608-9500
Fax: (925) 608-9598
Taxinfo@tax.cccounty.us

Contra Costa County



Russell V. Watts
County Treasurer-Tax Collector

Lulis Lopez
Assistant Tax Collector

Danielle Goodbar
Tax Operations Supervisor

Date: 2/22/2023

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>
TR 9591	Discovery Bay	60013
Parcel #:	004-010-006-7 004-510-003-9 004-510-004-7 004-510-005-4 004-010-008-3	
	004-010-009-1 011-230-006-6 011-230-050 011-230-051	

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 :

\$93,830.00

Our estimate for Supplementals taxes is:

\$125,620.00

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:

<u>PRINCIPAL</u>	<u>TITLE COMPANY</u>	<u>SURETY</u>
<u>Pulte Home Company, LLC</u>	<u>Old Republic Title Company</u>	<u>RLI Insurance Company</u>
<u>4511 Willow Rd, Ste 8</u> Street Address	<u>1000 Burnett Ave., #400</u> Street Address	<u>9025 N Lindbergh Dr</u> Street Address
<u>Pleasanton, CA 94588</u> City, State, Zip	<u>Concord, CA 94520</u> City, State, Zip	<u>Peoria, IL 61616</u> City, State, Zip
<u>Jon Cakus</u> Contact Person	<u>Dawn Cabral</u> Contact Person	<u>Jordan Rewerts</u> Contact Person
<u>925-398-4824</u> Phone Number	<u>(925) 687-7880</u> Phone Number	<u>800-645-2402</u> Phone Number

BOND AGAINST TAXES

KNOW ALL MEN BY THESE PRESENTS:


THAT Pulte Home Company, LLC, as Principal and RLI Insurance Company, as Surety, a corporation organized and existing under the laws of the State of Illinois and authorized to transact surety business in California are held and firmly bound unto the County of Contra Costa, State of California, in the penal sum of **TWO HUNDRED NINETEEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$219,450.00)**, to be paid to the said County of Contra Costa, for the payment of which will and truly be made, we and each of us bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28TH day of February 2023.

The conditions of the above obligation is such that WHEREAS, the above bound Principal is about to file map(s) entitled **SUBDIVISION 9591** covering a subdivision of a tract of land in said County of Contra Costa, and there are certain liens for taxes and special assessments collected as taxes, for the 2023-2024 tax year, against said tract of land covered by said map(s), which taxes and special assessments collected as taxes, are not as yet due or payable.

NOW THEREFORE, if said Principal shall pay all of the taxes and special assessments collected as taxes which are a lien against said tract of land covered by said map, at the time of the filing of said map, then this obligation shall be void and of no effect. Otherwise it shall remain in full force and effect.

PRINCIPAL:
By: SEE ATTACHED

SURETY:

Jeremy Polk, Attorney-in-Fact

By: Gregory S. Rives, Assistant Treasurer
(ALL SIGNATURES MUST BE NOTARIZED)

DATE: 03/06/23
BOND REVIEWED AND APPROVED
CONTRA COSTA COUNTY
TREASURER, TAX COLLECTOR
BY: Dorell J. Jones

executed this 28th day of February, 2023.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

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 Georgia

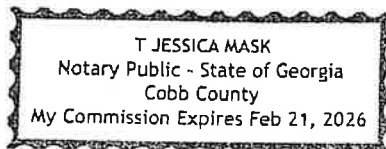
County of Cobb

On February 28, 2023, before me T. Jessica Mask, a Notary Public, personally appeared Gregory S. Rives, Assistant Treasurer, 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: _____



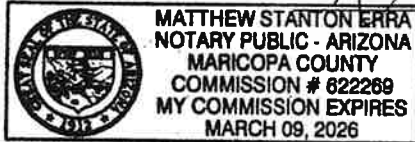
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 2/28/2023 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Jeremy Polk, Matthew Erra, jointly or severally

in the City of Phoenix, State of Arizona its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of May, 2020.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

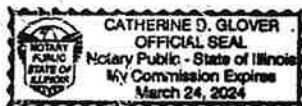
CERTIFICATE

On this 15th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 28th day of February, 2023.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Approving the Road Improvement Agreement for road acceptance RA23-01256, Discovery Bay area.

RECOMMENDATION(S):

ADOPT Resolution No. 2023/99 approving the Road Improvement Agreement, for road acceptance RA23-01256, for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (District III)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Improvements have been reviewed and processed by Public Works staff and meet all applicable conditions of approval and County requirements. Said improvements are an off-site requirement of subdivision SD19-09527 and are being tracked under separate permits.

CONSEQUENCE OF NEGATIVE ACTION:

The Road Improvement Agreement and related security will not be approved.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

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

By: , Deputy

ATTACHMENTS

Resolution No. 2023/99

Road Improvement Agreement & Improvement Security
Bond

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2023/99

IN THE MATTER OF: Approving the Road Improvement Agreement, for road acceptance RA23-01256, for a project being developed by Pulte Home Company, LLC, as recommended by the Public Works Director, Discovery Bay area. (District III)

WHEREAS, these improvements are located at the intersection of Bixler Road and Point of Timber Road.

The following document was presented for Board approval for road acceptance RA23-01256 property located in the Discovery Bay area, Supervisorial District III.

A Road Improvement Agreement with Pulte Home Company, LLC, principal, whereby said principal agrees to complete all improvements, as required in said road improvement agreement, within 2 years from the date of said agreement. Improvements generally consist of road improvements.

Said document was accompanied by security to guarantee the completion of road improvements, as required by Title 9 of the County Ordinance Code, as follows:

I. Cash Bond

Performance Amount: \$8,000

Auditor's Deposit Permit No. 855726 Date: 9-8-2022

Submitted by: Pulte Home Company, LLC II. Surety Bond

Bond Company: Argonaut Insurance Company

Bond Number and Date: SUR0073401 8-26-2022

Performance Amount: \$779,000

Labor & Materials Amount: \$393,500

Principal: Pulte Home Company, LLC

NOW, THEREFORE, BE IT RESOLVED that said Road Improvement Agreement is 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: April 4, 2023

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Anthony DiSilvestre - Engineering Services, Kimberly Rodriguez - Design & Construction, Chris Lau - Maintenance, Chris Hallford -Mapping , Michael Mann- Finance, Renee Hutchins - Records, Karen Piona- Records, Jennifer Cruz- DCD, Pulte Home Company LLC, Argonaut Insurance Company, T-02/04/2024

ROAD IMPROVEMENT AGREEMENT

Developer: Pulte Home Company, LLC
Development: SD19-9527 RA23-1257
Road: Bixler Road (9163A) / Point of Timber Road (8953)

Effective Date: _____
Completion Period: 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY
Brian M. Balbas, Public Works Director

DEVELOPER

By: _____

(signature) _____
(print name & title) JON CAKUS
DIRECTOR OF LAND DEVELOPMENT

RECOMMENDED FOR APPROVAL

By:  _____
Engineering Services Division

(signature) _____
(print name & title)

FORM APPROVED: Victor J. Westman, County Counsel

(NOTE: All signatures to be acknowledged. If Subdivider is incorporated, signatures must conform with the designated representative groups pursuant to Corporations Code S313.)

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

2. IMPROVEMENTS. Developer 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 development as reviewed and on file with the Contra Costa County Public Works Department and in conformance with the Contra Costa County Ordinance Code (including future amendments thereto).

Developer shall complete said work and improvements (hereinafter called "work") within the above completion period from date hereof in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the County Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENT SECURITY. Upon executing this Agreement, the Developer shall, pursuant to the County Ordinance Code, provide as security to the County:

- A. For Performance and Guarantee: \$ 8,000.00 cash, plus additional security, in the amount of \$ 779,000.00 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 cashiers check.
 - X Acceptable corporate surety bond.
 - _____ Acceptable irrevocable letter of credit.

With this security, the Developer 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 of \$ 393,500.00, 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
 - X Acceptable corporate surety bond.
 - _____ Acceptable irrevocable letter of credit.

With this security, the Developer guarantees payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the Developer. Upon acceptance of the work as complete by the Board of Supervisors and upon request of the Developer, the amount securities may be reduced in accordance with S94-4.406 and S94-4.408 of the Ordinance Code.

4. GUARANTEE AND WARRANTY OF WORK. Developer guarantees that said work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one-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. Developer agrees to correct, repair, or replace, at his expense, any defects in said work.

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

5. **PLANT ESTABLISHMENT WORK.** Developer agrees to perform 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 insure establishment of plants. Said plant establishment work shall be performed for a period of one-year from and after the Board of Supervisors accepts the work as complete.

6. **IMPROVEMENT PLAN WARRANTY.** Developer 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 development. 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, Developer 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 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 Developer of his obligation to fulfill this agreement as prescribed; nor shall the County be thereby be stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

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

A. The **indemnities** benefitted and protected by this promise are the County, and its special district, 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 the 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 the Developer, 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 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 Indemnity.

9. **COSTS:** Developer shall pay when due, all the costs of the work, including inspections thereof and relocating existing utilities required thereby.

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

Developer hereby consents to entry on the development property by the County and its forces, including contractors, in the event the County proceeds to complete and/or maintain the work.

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

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

11. **INCORPORATION/ANNEXATION.** If, before the Board of Supervisors accepts the work as complete, the development is included in territory incorporated as a city or is annexed to an existing city, the 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 Developer, who shall fulfill all the terms of this agreement as though Developer had contracted with the city originally.

12. **CONSIDERATION.** In consideration hereof:

(Check applicable section(s))

- County shall allow Developer to obtain building permits for said development, assuming it fully complies with other applicable regulations.
- County agrees to accept the road(s) into the County-maintained road system, after the improvements are complete.
- Other (requires County Counsel approval _____)

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 Alameda)

On September 7, 2022 before me, Terri Lynn Lane Llorente
(insert name and title of the officer)

personally appeared Jon F. Cakus,
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.

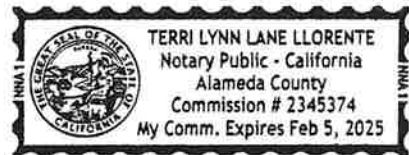
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Bond No.: SUR0073401

Development: SD19-9527

**IMPROVEMENT SECURITY BOND
FOR ROAD IMPROVEMENT AGREEMENT
(Performance, Guarantee, and Payment)
(California Government Code §§ 66499 - 66499.10)**

1. **RECITAL OF ROAD IMPROVEMENT AGREEMENT:** The Developer (Principal) has executed a Road Improvement Agreement with the County to install and pay for street, drainage and other improvements on, or along Bixler Road/ Point of Timber Road to complete said work within the time specified for completion in the Road Improvement Agreement, all in accordance with State and local laws and rulings.

2. **OBLIGATION:** Pulte Home Company, LLC, as Principal and Argonaut Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay as follows:
 - A. **Performance:** Seven hundred seventy-nine thousand and 00/100 Dollars (\$ 779,000.00) for itself or any city assignee under the above County Road Improvement Agreement, plus

 - B. **Payment:** Three hundred ninety-three thousand five hundred and 00/100 Dollars (\$ 393,500.00) to secure the claims to which reference is made in Title 15 §§ et seq. of the Civil Code of the State of California.

3. **CONDITION:**
 - A. The Condition of this obligation as to Section (2.A.) above is such that if the above bonded Principal, or principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided on it or its part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning and shall indemnify and save harmless the County of Contra Costa or city assignee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included reasonable costs, expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa or city assignee, in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

- B.** The condition of this obligation, as to Section (2.B.) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code, for materials furnished, labor of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor and that said undersigned surety will pay the same in an amount not exceeding the amount herein above set forth and also, incase suit is brought upon this bond, will pay, in addition to the fact amount thereof, reasonable costs, expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa or city assignee, in successfully enforcing such obligation, to be awarded and fixed by the court, all to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082 of Part 4 of Division 3) of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the work under the conditions of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

- C.** No alteration of said Road Improvement Agreement or any plan or specification of said work agreed to by the Principal and the County shall relieve the Surety from liability on this bond and consent is hereby given to make such alteration without further notice to or consent by the Surety and the Surety hereby waives the provisions of California Civil Code Section 2819 and holds itself bound without regard to and independently of any action against Principal whenever taken.

4. SIGNED AND SEALED:

The undersigned executed this document on August 26, 2022.

PRINCIPAL:

Pulte Home Company, LLC

Address: 4511 Willow Rd, Suite 8

City: Pleasanton, CA

By: SEE ATTACHED

Print Name: Gregory S. Rives

Title: Assistant Treasurer

SURETY:

Argonaut Insurance Company

Address: 225 W Washington St, 24th Floor

City: Chicago IL

By: 

Print Name: Matthew Erra

Title: Attorney-in-Fact

executed this 26th day of August, 2022.

Pulte Home Company, LLC

PRINCIPAL

A handwritten signature in blue ink, appearing to read "Gregory S. Rives", written over a horizontal line.

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

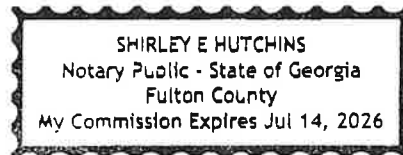
COUNTY OF FULTON)

This record was acknowledged before me on August 26, 2022,
appeared Gregory S. Rives as Assistant Treasurer of
Pulte Home Company, LLC, who provided to me on the basis of
satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: July 14, 2026

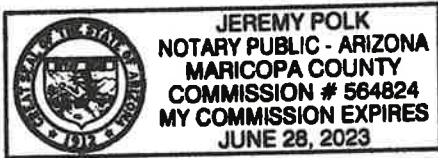
ACKNOWLEDGEMENT

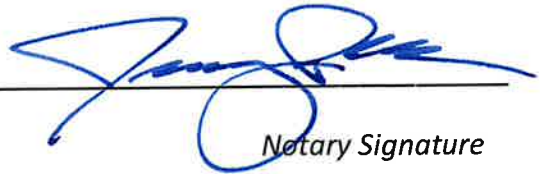
State of Arizona

County of Maricopa

On 8/26/2022 before me personally appeared **Matthew Erra** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the attached document.

(Seal)




Notary Signature

Jeremy Polk
Commission Number 564824
Commission Expires June 28, 2023

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Jeremy Polk, Matthew Erra, Kischa Rushing

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.



by: _____

Gary E. Grose

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 26th day of August, 2022.



Austin W. King

Austin W. King, Secretary



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Exonerating Deferred Improvement Agreement, required as a condition of approval, for Land Use Permit 316-72, Walnut Creek area.

RECOMMENDATION(S):

ADOPT Resolution No. 2023/100 exonerating the Deferred Improvement Agreement for Oak Road frontage improvements, required as a condition of approval for land use permit 316-72, executed April 22, 1975 between Contra Costa County and Jawslee Corporation, as recommended by the Public Works Director, Walnut Creek area. (District IV)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

As a condition of approval for land use permit 316-72, the owner of the project site (Jawslee Corporation) was allowed to defer construction of road improvements along Oak Road frontage. The deferment and responsibility for future construction were secured through the Deferred Improvement Agreement (DIA) approved by the Board of Supervisors (Recorded May 2, 1975, Volume 7495 Official Records Page 960). In 1975, the City of Walnut Creek (City) annexed Oak Road along the frontage of the obligated property in 1985, but the property itself remains in the unincorporated County. Shortly after annexation, the City undertook a design and construction project to close gaps in the pavement widening and frontage improvements that remained, including this project site thus satisfying the obligation described in the DIA.

The Palmer School for Boys and Girls (Palmer School) operated on the property. In 2020, the Palmer School ceased operation and subsequently sold their campus, including the obligated parcels, to a developer who is currently constructing a condominium project (SD21-09559) on the property. City and County staff coordinated their review of street improvements along the Oak Road frontage and concurred that the improvements constructed under the City’s jurisdiction were adequate and no additional right of way dedications or widening were necessary. The developer requested we proceed with this action to terminate this encumbrance on the property.

CONSEQUENCE OF NEGATIVE ACTION:

The Deferred Improvement Agreement will remain in place as an encumbrance on the property and its owners.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

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

By: , Deputy

ATTACHMENTS

Resolution No.

2023/100

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2023/100

TITLE/IN THE MATTER OF: Exonerating Deferred Improvement Agreement for land use permit 316-72, as recommended by the Public Works Director, Walnut Creek area. (District IV)

WHEREAS, on April 22, 1975, the Board authorized the Chair to execute a Deferred Improvement Agreement with Jawslee Corporation for improvements along Oak Road as required by the conditions of approval for land use permit 316-72.

The aforesaid Deferred Improvement Agreement was recorded on May 2, 1975 in Volume 7495 of Official Records at page 960 and became an encumbrance against Assessor's Parcel No. 172-012-020 & 021.

The Public Works Director now informs this Board that the requirements outlined in said agreement have been satisfied.

The Board hereby FINDS that the conditions of the above-mentioned Deferred Improvement Agreement are satisfied.

NOW, THEREFORE, BE IT RESOLVED that the aforesaid Deferred Improvement Agreement is EXONERATED.

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

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

ATTESTED: April 4, 2023

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Austin Pato - Engineering Services, Renee Hutchins - Records, Karen Piona- Records, Ruben Hernandez - DCD, SummerHill Oak Road LLC



Contra
Costa
County

To: Board of Supervisors
From: Greg Baer, Director of Airports
Date: April 4, 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 shade hangar rental agreement with Coeur, LLC., for a south-facing shade hangar at Buchanan Field Airport effective March 15, 2023, in the monthly amount of \$144.00, Pacheco area (District IV).

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$1,728.00 annually.

BACKGROUND:

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

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

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 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

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** March 15, 2023, (“Effective Date”), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“Airport”), Coeur, 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 # B-5 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site (“**T-Hangar Site**”) and shall hereinafter be described as the “**T-Hangar.**”

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

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

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 **March 15, 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 \$ **144.00** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



Contra
Costa
County

To: Contra Costa County Flood Control District Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Payment to Contra Costa Resource Conservation District as ordered by the Regional Water Quality Control Board Water Quality Certification and Order.

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 issue a payment in the amount of \$80,000 from the Flood Control Zone 3B Fund payable to the Contra Costa Resource Conservation District (CCRCD), the fiduciary agent for the Walnut Creek Watershed Council (WCWC), to fund the development of a portion of the Walnut Creek Watershed Restoration Plan (Plan), as ordered by the Regional Water Quality Control Board (RWQCB) Clean Water Act Section 401 Water Quality Certification and Order (Certification and Order), Pleasant Hill and Concord areas.

FISCAL IMPACT:

This payment of \$80,000 will be funded by 100% Flood Control Zone 3B Funds. (Project No. 7520-6B8334)

BACKGROUND:

This payment to the WCWC is required by the RWQCB Certification and Order for the Walnut and Grayson Creeks Desilting Project as partial mitigation for the temporal impacts of the desilting project. The Certification and Order is directing these funds towards the WCWC that

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Michelle Cordis, (925) 313-2381

By: , Deputy

BACKGROUND: (CONT'D)

will use the funds to research and write a portion of the Plan. The WCWC is expected to engage local community stakeholders to identify potential creek enhancement and restoration sites in the Walnut Creek Watershed. Potential sites will include natural and channelized portions of Walnut and Grayson Creeks maintained by the FC District as well as areas in the watershed upstream of areas managed by the FC District.

The FC District is in agreement with this mitigation requirement and requests Board authorization to provide a single \$80,000 payment to the CCRCD, the fiduciary agent for WCWC, to identify potential creek enhancement and restoration sites as a part of the Certification and Order. The Certification and Order requires this authorization no later than 60 days prior to the start of construction, which is scheduled to begin in June of 2023, so time is of the essence.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board approval, the FC District will not be able to issue payment, delaying the start of the Walnut and Grayson Creek Desilting Project. Additionally, the FC District will not be in compliance with the Certification and Order issued by the RWQCB.

ATTACHMENTS

401 Water Quality Certification and Order



San Francisco Bay Regional Water Quality Control Board

REISSUED CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER FOR THE

Walnut and Grayson Creeks Desilting Project Contra Costa County

Sent via electronic mail: No hard copy to follow

Effective Date: February 16, 2023
RM: 445630
Place ID: 877432
WDID#: 2 CW445630
Corps File No: 2020-00385S

Applicant: Contra Costa County Flood Control and Water Conservation District
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Table of Contents

Certification and Order Coverage 1

1. Project..... 1

 1.1 *Site Description & Background..... 1*

 1.2 *Project Description..... 3*

2. Impacts to Waters of the State 4

 2.1 *Fill and Discharge 4*

3. Mitigation 4

4. California EcoAtlas 6

5. CEQA Compliance 6

6. Conditions 6

 6.1 *Regulatory Compliance and Work Windows 6*

 6.2 *General Construction 8*

 6.3 *Pre-Construction Reporting and Other Requirements 9*

 6.4 *Active Construction and Post-Construction Reporting Requirements 10*

 6.5 *Mitigation and Monitoring Requirements 11*

 6.6 *Administrative and General Compliance 12*

 6.7 *Standard Conditions 14*

Certification and Order Coverage

This Clean Water Act (CWA) section 401 Water Quality Certification (Certification) and Order (Order) is issued to the Contra Costa County Flood Control and Water Conservation District (Permittee).

Pursuant to CWA section 404 (33 USC § 1344 et seq.) the Permittee requested authorization to fill and discharge to waters of the U.S. from the U.S. Army Corps of Engineers (Corps), Regulatory Branch. The Corps will issue an Individual Permit for the Walnut and Grayson Creeks Desilting Project (Project) (Corps File No. 2020-00385S).

The Permittee applied to the San Francisco Bay Regional Water Quality Control Board (Water Board) requesting Certification verifying the Project does not violate State water quality standards. The application for Certification was received on November 3, 2021 (Application). Supplemental information to support the Application was received on May 20, August 1 and 25, October 13 and 26, and November 23, 2022. The following sections are derived from the Application and supplemental information, including updated details regarding Project mitigation measures provided since the December 1, 2022, Certification.

1. Project

The Project will remove sediment that has accumulated in Grayson and Walnut creeks (Creeks) since the last desilting operation in 2007. This maintenance work is required by the Corps Readiness Branch to maintain a specified flood flow capacity. In their current state the hydraulic capacity of both channels is reduced due to siltation and the creeks may overtop their banks during the 1% annual chance storm. The function of these Creeks is critical to the operations of the flood control facilities and the Project will help increase the hydraulic capacity of both Creeks.

1.1 Site Description & Background

The Project sites are located in the Creeks in the general vicinity of the communities of Pacheco and Concord (lat. 38.001667, long. -122.062778). The Creeks consist of constructed earthen trapezoidal flood control channels with steep grassy banks, a level floodplain, and a low-flow channel. Within the Project area Grayson Creek is bordered by residential, commercial, and industrial development on all sides. Walnut Creek is bordered by industrial and commercial land uses. The Iron Horse Regional Trail runs along the east side of Walnut Creek north of Concord Avenue, and west of the creek south of Concord Avenue. Gravel access roads run along the majority of both creeks. The limits of tidal incursion are north of the Project site and generally located between Highway 4 and Imhoff Drive.

Grayson Creek drains an approximately 24 square mile sub-watershed and is contained in the 145 square mile Walnut Creek watershed. Walnut Creek is fed by several other major tributaries including San Ramon, Las Trampas, Lafayette, Murderer's, Pine, and Galindo creeks. Walnut Creek joins Pacheco Creek approximately 1.5 miles downstream of the confluence with Grayson Creek. From here it flows north 1.75 miles into the Suisun Bay. The width of Grayson Creek in the planned work area from the top of the levees on either side ranges from 100 to 200 feet. The Walnut Creek channel averages approximately 350-400 feet in width from the top of the levees on either side. Ruderal vegetation is located along both sides of the creeks on the levee banks and extends onto the flood plain where sediment has been deposited. Sediment deposits have resulted in elevated areas that no longer have seasonal wetland hydrology and are characterized by upland plant species. Grayson Creek is treeless to the north of 2nd Ave.,

and to the south of 2nd Ave. scattered trees are present that separate the creek from adjacent residential communities and commercial shopping centers. Walnut Creek is treeless for the entire length within the Project area, with the exception of scattered trees that are planted along the bike path adjacent to buildings.

Seasonal wetlands situated on the Creek floodplains support a combination of native and non-native plant species such as curly dock, western goldenrod, rabbitsfoot grass, creeping ryegrass, birdfoot trefoil, tall flat sedge, redtop, perennial pepperweed, fat hen, foxtail barley, knot grass, cocklebur, and hyssop loosestrife. Freshwater marsh is located in scattered areas along the Creeks adjacent to the low flow channel and in areas on the floodplain where water is near the surface. These areas are dominated by dense stands of narrow-leaved cattail and hardstem bulrush. In several areas the Walnut Creek channel includes some seasonal swales that parallel the low flow channel. The Creeks' perennial low flow channels are primarily unvegetated and contain open water.

The Creeks' lower reaches contain habitat for both Central California Coast steelhead and Central Valley fall/late fall-run Chinook salmon. Both Creeks are degraded within the Project area due to past channelization and urbanization encroaching to the edge of the stream banks throughout much of the watershed. The channel bottoms are silty/muddy, lacking the gravelly substrate necessary for successful egg development in salmonids. The banks consist primarily of short grasses and ruderal vegetation which provides little if any complexity or cover to the Creek channels. A lack of trees or other tall riparian vegetation also exposes the water to continual sunlight, resulting in elevated water temperatures.

Although once abundant in Walnut Creek, self-sustaining anadromous salmonid populations are not currently present in the Project reach or in the upstream watersheds. It is presumed that Chinook salmon observed in the lower reach of the creek in recent years are not successfully reproducing in the area. Although successful spawning is not currently occurring, small numbers of steelhead still return to the watershed each year. Currently there are several constructed concrete passage barriers in Walnut Creek, including a 14-foot tall drop structure upstream of the Project area (Drop Structure 1), just south of the Willow Pass Road Bridge. No steelhead or salmon have been observed in Grayson Creek in recent years.

Lower Walnut Creek: In recent years after selective deauthorization from the Corps' flood control program, the lower 2.5 miles of Walnut Creek and 1.5 miles of Pacheco Creek were enhanced and restored as part of the Lower Walnut Creek Restoration Project. This project lowered and breached the flood protection levees along the creeks to restore tidal inundation to existing non-tidal wetlands. The project will result in improved habitat quality, diversity, and connectivity, which is expected to benefit native and special status species and provide for sustainable flood management.

Climate Change: Climate change is affecting and will continue to affect the San Francisco Bay Region, including parts of Contra Costa County. Current and future impacts include increasing frequency of extreme weather events, prolonged fire seasons, heat waves, and sea level rise that may change the flow dynamics at the fluvial/tidal interface. Changes in hydrology include more frequent and longer droughts, more frequent and more severe flooding, and changes in timing and volume of peak runoff. These changes may result in consequent impacts on water quality and beneficial uses of the Creeks, including but not limited to harmful algal blooms due to a combination of warm waters and the reduced ability of warm water to hold dissolved oxygen, nutrient pollution, and more erosion and sedimentation caused by intense rainfall events and increased velocity of stream flow. The precise rate and magnitude of future impacts

to the Creeks and associated aquatic habitat from climate change are uncertain, and thoughtful and deliberate interventions will be needed to optimize opportunities to protect existing and potential beneficial uses of creek habitats.

1.2 Project Description

Desilting will occur in Grayson Creek from Chilpancingo Parkway to Imhoff Drive, and in Walnut Creek between points approximately 1,200 feet downstream of Diamond Boulevard and approximately 1,300 feet downstream of Concord Avenue. These reaches were chosen due to their cost-effectiveness and ability to provide the most flood risk reduction in high-priority areas of Concord, Pleasant Hill, Pacheco, and Vine Hill. The Creeks in these reaches are divided into regions for desilting, termed sediment bars, which represent areas that are most beneficial to hydraulic capacity and least impactful to Environmentally Sensitive Areas (ESAs). The sediment bars total approximately 36 acres. The vertical limit of sediment removal will be to the Creeks' original geometry, derived from the as-built plans. An estimated depth of two to seven feet of sediment in Walnut Creek and one to six feet of sediment in Grayson Creek will be removed from each sediment bar for a total of approximately 172,300 cubic yards (cy) with 129,800 cy from Walnut Creek and 42,500 cy from Grayson Creek. Table 1 in Attachment A to the Application provides a summary of sediment excavation and temporary fill volumes and surface area.

The Project was designed to minimize environmental impacts by using site data including LiDAR data and the wetland delineation to identify ESAs and design the removal work to avoid them. The value of each sediment bar to the Project goal of increasing flow capacity was determined by three factors: total silt volume, slope of energy grade line (representing the increase to hydraulic capacity), and accessibility. Using these factors as a guide, several permutations of the sediment bars were modeled in HEC-RAS to determine simulated outcomes of different desilted locations. The sediment bars were assigned rankings according to the reduction in water surface elevation resulting from the different permutations. The Project currently has funding to desilt both Rank 1 and Rank 2 sediment bars.

The work will occur over a period of approximately three months during the dry season over two consecutive years, starting in 2023 such that only one side of each Creek is desilted each year, minimizing impacts to the ESAs. All ESAs will be separated from the work by a temporary fence or flagging, and the low flow channel will be buffered from excavation with the addition of a two-foot high berm. After desilting the excavated areas will be seeded with a native wetland seed mix. Before the start of the rainy season cuts will be made intermittently in the berm so that the flow of water will connect with the floodplain following desilting activities. Erosion and sediment control measures will be implemented to prevent the discharge of sediment to the Creeks during construction, and avoid and minimize the discharge of sediment to the Creeks under post-construction conditions.

Pre-construction surveys for all special status and common wildlife species will be conducted within the Project areas by a qualified biologist immediately prior to equipment or material staging, pruning/grubbing, or surface-disturbing activities. Dewatering activities are not expected to be required to implement the Project. Trucks will carry sediment from Walnut Creek to a storage site and for potential reuse at the Marathon Refinery for wetland establishment. A disposal site for the sediment from Grayson Creek is yet to be determined and will depend on sampling results for toxic constituents. Beneficial reuse will be included if determined to be feasible. Work along Grayson Creek, which has a rather narrow channel, is likely to be conducted with long arm excavators operating from the top of the bank. Along Walnut Creek

and in some areas of Grayson Creek loaders will likely enter the floodplain directly via access ramps where sediment bars are wide enough to allow equipment to operate. In these areas, temporary earthen ramps for equipment will be constructed down the banks and removed following Project completion. On-site material for the access ramps will be collected from non-wetland areas of the channels via long arm excavators. In total, 16 access points (three for Walnut and 13 for Grayson) and 14 temporary access ramps (three for Walnut, 11 for Grayson) are anticipated.

Post-Construction Monitoring: The Permittee will implement post-construction monitoring at the Project site to verify development of seasonal wetlands and adequate control of invasive plant species as part of the Project mitigation.

2. Impacts to Waters of the State

The Water Board has independently reviewed the Project record to analyze impacts to water quality and the environment and designated beneficial uses within the Project's watershed. The San Francisco Bay Basin Water Quality Control Plan (Basin Plan) defines the beneficial uses of waters of the State. The Project will impact the Creeks, which are tributary to the San Francisco Bay (Bay) via Suisun Bay and the Carquinez Strait. The Basin Plan assigns the following beneficial uses to the Bay: industrial service supply, industrial process supply, commercial and sport fishing, shellfish harvesting, estuarine habitat, fish migration, preservation of rare and endangered species, fish spawning, wildlife habitat, water contact and non-contact recreation, and navigation.

2.1 Fill and Discharge

The Project will temporarily impact 36.18 acres of floodplain habitat, which includes 12.91 acres of seasonal wetlands, 0.022 acres of freshwater marsh, and 23.24 acres of ruderal floodplain within the Creeks during sediment removal (approximately 23.26 acres (9.57 acres of wetlands) in Walnut Creek and 12.95 acres (3.35 acres of wetlands) in Grayson Creek). An additional 0.73 acres of levee bank and floodplain habitat will be temporarily impacted from fill for access ramps.

The seasonal wetland and upland sediment bars within the floodplain areas of the Creeks, and their adjacency to the perennial low flow channels, provides valuable habitat in support of a variety of wildlife species, including avian and insect populations. In addition to the various wildlife species that use the area, there are known western pond turtle populations in both Creeks. Also, as noted above both steelhead and Chinook salmon have potential to occur within the Project areas. Although direct impacts to fish are not likely to occur due to the limits of the work, the excavation of the floodplain areas will result in the direct temporary loss of the Creeks' seasonal wetland and upland wildlife habitat. Additionally, impacts to aquatic organisms, including fish, could occur as a result of short-term elevated turbidity in stream flows during post-construction storm events. Until vegetation becomes established in the excavated areas storm events may result in the discharge of sediment to the low flow channels and downstream reaches, particularly during heavy rainfall events when the floodplain is engaged. Sediment plumes caused by the Project could potentially affect water quality and downstream aquatic habitat.

3. Mitigation

Mitigation for the Project's temporary impacts is required and will be provided by the anticipated onsite temporary expansion of existing seasonal wetlands and freshwater marsh within the flood

control channels, removal and eradication of invasive plant species within the Project area as shown on *Figure 2, Overview of Invasive Weed Locations, High and Moderate Priority for Control in the Sediment Bars to be Desilted, Walnut and Grayson Creeks Desilting Project* (Nomad), funding to support development of a watershed restoration plan in coordination with the Walnut Creek Watershed Council, and submittal of information regarding channel design capacities and opportunities to improve creek habitat and water quality within the channels over the long term.

Habitat Return and Invasive Plant Removal: Removal of upland sediment bars from the Creeks is expected to improve and increase wetland habitat as the sediment is currently occupied by ruderal, upland vegetation. Up to 36.18 acres of wetlands could become established after construction, which would result in an increase in wetland acreage of approximately 23.24 acres. However, whether seasonal wetlands will be successfully established is uncertain and will depend on rainfall, Creek flows, and frequency of sediment deposition in the years following construction. If seasonal wetlands do establish, their longevity will be limited due to expected sediment deposition on the floodplain.

Watershed Restoration Plan: The restoration plan envisioned by the Walnut Creek Watershed Council (Watershed Council) would engage with local community stakeholders to identify potential creek enhancement and restoration sites in the Walnut Creek watershed. Potential sites will include those identified within natural or constructed channels that are maintained by the Permittee for flood conveyance. The costs to produce this plan have not been finalized and are expected to be around \$100,000. The Permittee has proposed to dedicate \$80,000 to support the development of the restoration plan, which is expected to comprise a portion of a wider-scale watershed planning effort currently underway by the Permittee. The Watershed Council anticipates obtaining additional funding as needed to complete the plan.

Flood Control Channel Study Information/Documentation: To inform discussions relative to future sediment removal projects and opportunities to improve water quality and support for beneficial uses within the Creeks, this Certification requires the Permittee to prepare and submit channel studies that provide information on the hydraulic capacity of the Creeks within the sediment removal reaches, and analysis of opportunities to enhance water quality. Information to be provided will include the established objectives for flood damage reduction, the discharge and estimated stages for these flows, and the flow efficiency at lower and higher flows and permissible channel roughness. The submittal will include an analysis of opportunities and constraints related to potential enhancements within and upstream or downstream of the Project reaches. Potential enhancements to explore include planting trees along the active channel to improve water temperature, analysis of a channel shape within the levees that could more efficiently transport sediment and/or reduce the required frequency of removal, and removal of Drop Structure 1.

Implementation of erosion and sediment control best management practices (BMPs) will reduce the potential for discharge of sediment from disturbed areas into the low flow channels of the Creeks. All soil fills for access ramps will be removed by the end of the work in each Project reach. All temporarily impacted areas will be restored to pre-Project contours (or design grades) and seeded with a native wetland mix or planted with salvaged vegetation. A restoration biologist will monitor the site for restoration success two times per year for up to five years after seeding/planting has occurred.

4. California EcoAtlas

Regional, state, and national studies have determined that tracking of mitigation and restoration projects must be improved to better assess the performance of these projects, following monitoring periods that last several years. To effectively carry out the State's Wetlands Conservation Policy of no net loss to wetlands, the State needs to closely track both losses and successes of mitigation and restoration projects affecting wetlands and other waters of the State. The Water Board must also track project performance in Bay Area creeks subject to routine repair and maintenance activities, such as recurring instabilities. Therefore, we adopted the digital interactive mapping tool called *EcoAtlas*.^[1] *EcoAtlas* is a web-based tool that integrates maps, project plans, site conditions, restoration efforts, and other elements on a project-by-project basis based on data inputs. Accordingly, we require the Permittee to upload their Project information to *EcoAtlas* with the *Project Tracker* tool at <https://ptrack.ecoatlas.org> (see Condition 13). The San Francisco Estuary Institute developed *EcoAtlas* and maintains detailed instructions for *Project Tracker* on its website at <https://ptrack.ecoatlas.org/instructions>.

5. CEQA Compliance

Pursuant to the California Environmental Quality Act (CEQA), as lead agency the Contra Costa County Department of Conservation and Development prepared an Initial Study and Mitigated Negative Declaration (IS/MND) for the Project. The IS/MND was circulated for public comment in October 2021. The IS/MND was adopted by the Contra Costa County Board of Supervisors on May 17, 2022, and a Notice of Determination was filed on May 19, 2022 (State Clearinghouse Number 2021100347). The Water Board, as a responsible agency under CEQA, determined the IS/MND, in combination with the requirements in this Order, appropriately addresses the Project's potentially significant impacts under the Water Board's purview.

6. Conditions

I, Eileen White, Executive Officer, do hereby issue this Order certifying that any discharge from the proposed Project will comply with the applicable provisions of sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the Clean Water Act, and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification," which requires compliance with all conditions of this Order, including the following:

6.1 Regulatory Compliance and Work Windows

1. **Design Conformance**. The Project shall be constructed in conformance with the Project description provided in the Application and supplemental information described in this Certification. The Permittee shall fully comply with engineering plans, specifications, and technical reports submitted in the Application or supplemental materials required as part of this Certification. Any changes to information provided in the Application must be submitted to the Water Board and receive Executive Officer approval before the changes are implemented;

^[1] Source: California Wetlands Monitoring Workgroup (CWMW). *EcoAtlas*. Accessed March 12, 2019. <https://www.ecoatlas.org>. CWMW includes SFEI, the State Water Board, U.S. EPA Region IX, and other agencies with similar goals to track effects of projects in wetlands and other aquatic habitats.

Rationale: *This condition is necessary to ensure compliance with the permit and applicable conditions and to ensure that the proposed work and final restoration work has been conducted in accordance with the permit and all applicable conditions. (California Water Code (CWC) section 13264).*

2. **Corps Compliance.** The Permittee shall adhere to the conditions of the Individual Permit issued by the Corps and all requirements associated with the authorization;
3. **CDFW Compliance.** The Permittee shall adhere to all terms set forth in the Streambed Alteration Agreement Issued by California Department of Fish & Wildlife (CDFW) (EPMIS Notification No. CCA-15375-R3);
4. **Special Status Species.** This Certification does not allow for the take, or incidental take, of any special status species. The Permittee shall use the appropriate protocols, as approved by CDFW to ensure that Project activities do not impact the Beneficial Use of the Preservation of Rare and Endangered Species;

Rationale: *Conditions 2 through 4 are required pursuant to California Code of Regulations Title 23 (23 CCR) section 3856(e), which requires that copies be provided to the Water Boards of “any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity.”*

5. **Work Window.** To protect water in the Creeks from sediment generation or debris associated with construction activity and to minimize potential impacts to aquatic species, construction in waters of the State is restricted to the April 15 to October 31 dry season or to the end of any extension granted by Water Board staff on the basis of five-day weather forecasts;

Rationale: *This condition is necessary to ensure compliance with the permit and applicable conditions and to ensure that the proposed work and final restoration work has been conducted in accordance with the permit and all applicable conditions. (CWC section 13264).*

6. **Precipitation and Construction Planning.** Precipitation forecasts shall be considered when planning construction activities. The Permittee shall monitor the 72-hour forecast from the National Weather Service at <http://www.nws.noaa.gov>. When there is a forecast of more than 40% chance of rain, or at the onset of unanticipated precipitation, the Permittee shall implement all measures necessary to prevent discharge of stormwater runoff containing sediment to State waters. If any construction activities will occur after October 31, a Winterization Plan shall be submitted to the Executive Officer for review and acceptance and contain, but not be limited to, the following:
 - a) Activities and Timeline Description – for any proposed activity that will begin or end after October 31, the activity and its respective construction timeline, from start to finish, shall be described in detail.
 - b) Erosion Control Measures – all erosion control measures shall be described in detail, including, but not limited to, the type of erosion control measure and its

material, implementation timeline, and best management practices to be used during and after implementation;

Rationale: *This condition is necessary to ensure avoidance and minimization of impacts to waters of the State and Beneficial Uses from construction activities (CWC section 13376 et seq.). These conditions are also necessary to minimize adverse impacts to water quality from construction activities to the maximum extent practicable (State Board Resolution No. 68-16; 40 CFR Part 131.12 (a)(1); CWC section 13369; Basin Plan section 2.1.14).*

6.2 General Construction

7. **Discharge Prohibition.** No unauthorized construction-related materials or wastes (e.g., debris, soil, silt, excessive bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life) shall be allowed to enter into or be placed where they may be washed by rainfall or runoff into waters of the State. When construction is completed, any excess material shall be removed from the work area and any areas adjacent to the work area where such material may be discharged to waters of the State;
8. **Construction Stormwater Management.** The Permittee shall obtain coverage under and comply with the Statewide NPDES Construction Stormwater General Permit (State Water Resources Control Board Order No. 2009-0009-DWQ; NPDES Permit No. CAS000002) (Construction General Permit), and any reissuances thereof, including the permit adopted by the State Water Board on September 8, 2022, which will become effective on September 1, 2023. The Permittee shall prepare and implement a site-specific Stormwater Pollution Prevention Plan (SWPPP) for the construction of each phase of the Project, in accordance with the requirements, provisions, limitations, and prohibitions of the Construction General Permit;

Rationale: *Conditions 7-8 are necessary to ensure that contaminated material is not placed within waters of the State (Basin Plan sections 3.3.12, 3.3.19, and 4.19) and to ensure avoidance and minimization of impacts to waters of the State from construction activities (CWC section 13376 et seq.).*

9. **Erosion & Sediment Controls.** The Permittee shall implement effective erosion and sediment control BMPs in any Project areas where soil disturbance occurs during construction;
10. **Sediment Management.** During sediment removal activities debris, piles, and other removed materials shall be fully contained to prevent any transport by wind, surface runoff, or other means into waters of the State. The Permittee shall implement all avoidance and minimization measures described in the Application;
11. **Equipment Maintenance Prohibition.** No fueling, cleaning, or maintenance of vehicles or equipment shall take place within waters of the State, or within any areas where an accidental discharge to waters of the State may occur; and construction materials and heavy equipment must be stored outside of waters of the State. When work within waters of the State is necessary, best management practices shall be implemented to prevent accidental discharges;

Rationale: Conditions 9-11 are necessary to ensure avoidance and minimization of impacts to waters of the State from construction activities (CWC section 13376 et seq.). These conditions are also necessary to minimize adverse impacts to water quality from construction activities to the maximum extent practicable (State Board Resolution No. 68-16; 40 CFR Part 131.12 (a)(1); CWC section 13369; Basin Plan section 2.1.14).

12. **Beneficial Use Impacts.** All work performed within waters of the State shall be completed in a manner that minimizes impacts to beneficial uses and habitat; measures shall be employed to minimize disturbances along waters of the State that will adversely impact the water quality of waters of the State. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete Project implementation;

Rationale: This condition is necessary to ensure that Project implementation does not impact water quality in ways that impair the designated beneficial uses of waters of the State (Basin Plan Chs. 3 and 4) and to ensure minimization of impacts to waters of the State and, as well as to ensure successful restoration of all temporary impacts authorized (State Board Resolution No. 68-16; 40 CFR Part 131.12 (a)(1); CWC sections 13264 and 13369; Basin Plan Chs. 3 and 4).

6.3 Pre-Construction Reporting and Other Requirements

13. **EcoAtlas Form.** The Permittee shall input Project information into *EcoAtlas* no later than 14 days from this Certification's issuance date, consistent with Section 4 herein. The Project information shall be added to the *Project Tracker* tool in *EcoAtlas* online at <https://ptrack.ecoatlas.org>. Instructions for adding information to *EcoAtlas* are available at <https://ptrack.ecoatlas.org/instructions>, or by contacting the Water Board staff listed on the cover page of this Certification. The Permittee shall notify the Water Board and submit documentation demonstrating the Project has been successfully added to Eco Atlas via email to RB2-401Reports@waterboards.ca.gov, or by mail to the attention of 401 Certifications Reports (see address on the letterhead), and include **EcoAtlas_445630_Walnut Grayson Desilt Project**;

Rationale: This condition is necessary to ensure compliance with the permit and applicable conditions (CWC section 13267).

14. **Beaver Protection.** The Permittee shall manage the sediment removal work in the vicinity of Chilpancingo Parkway in a manner that is protective of a beaver population that may be present at this location. No later than 60 days prior to the start of construction the Permittee shall submit, acceptable to the Executive Officer, documentation of adequate protection measures (such as initiating the ground disturbance some distance downstream of the beaver area, etc.);

Rationale: This condition is necessary to ensure that Project implementation does not impact water quality in ways that impair the designated beneficial uses of waters of the State (Basin Plan Chs. 3 and 4).

15. **Walnut Creek Restoration Plan Funding & Progress Report.** No later than 60 days prior to the start of construction the Permittee shall submit, acceptable to the Executive Officer, documentation that funding has been provided to the Walnut Creek Watershed Council and/or Contra Costa Resource Conservation District to support

the development of a watershed restoration plan as outlined in the *Overview of the Walnut Creek Watershed Restoration Plan* (Walnut Creek Watershed Council, September 2022). The Permittee shall dedicate \$80,000 to the development of the restoration plan, an amount that is expected to provide for the initial identification of high and medium priority restoration and enhancement opportunities within the watershed. Construction shall not begin until the funding dedication has been approved by the Executive Officer. The Permittee shall provide updates to the Water Board during preparation of the watershed plan to document progress towards plan completion. The identification of priority restoration opportunities is expected to be complete within an approximate two-year time frame. The Permittee shall submit, acceptable to the Executive Officer and no later than July 1 and December 1, 2023, and July 1 and December 1, 2024, reports on the progress of the plan development;

Rationale: *This condition is necessary to minimize adverse impacts to water quality (CWC sections 13385 and 13267).*

16. **Commencement of Construction.** The Permittee shall submit a Commencement of Construction Report acceptable to the Executive Officer. The Commencement of Construction Report shall be submitted no later than seven days prior to the start of initial construction activities. The report shall reference **SOC_445630_Walnut Grayson Desilt Project** and shall be sent via email to RB2-401Reports@waterboards.ca.gov or by mail to the attention of 401 Certifications Reports (see address on the letterhead). The Commencement of Construction shall be submitted in same timeframe specified herein for multiple construction seasons, if necessary;

Rationale: *This condition is necessary to assist in scheduling compliance inspections to ensure compliance with the permit and applicable conditions (CWC section 13267).*

17. **Photo-Documentation Points.** Prior to the start of construction, the Permittee shall establish a minimum of 25 photo-documentation points to provide representative views of the Project sites. These points shall be located approximately every 500 feet along the work areas. The photo-documentation points shall be used to track the Project's pre- and post-construction conditions. The Permittee shall prepare a site map with the photo-documentation points clearly marked. Prior to, and following construction, the Permittee shall photographically document the pre- and post-construction conditions. These post-construction photographs and map shall be submitted, along with the as-built report described below;

Rationale: *This condition is necessary to ensure compliance with the permit and applicable conditions and to ensure that the proposed work has been conducted in accordance with the permit and all applicable conditions (CWC section 13267).*

6.4 Active Construction and Post-Construction Reporting Requirements

18. **As-Built Report.** The Permittee shall prepare and submit an as-built report acceptable to the Executive Officer within 60 days of completing the work each year, including the implementation of site restoration activities. The report shall include a description of the areas of actual disturbance during Project construction and the photographs and map specified in Condition 17. The report(s) shall clearly identify and illustrate the Project activities that occurred and the locations where impacts to waters of the State occurred. The as-built report shall include the 100 percent

construction plans marked with the contractor's field notes that clearly depict any deviations made during construction from the designs reviewed by the Water Board. The as-built report shall be submitted via email to (1) the Water Board staff responsible for certifications in Contra Costa County and (2) RB2-401Reports@waterboards.ca.gov. This report shall reference **As Built_445630_Walnut Grayson Desilt Project**, and the date of Project completion;

19. **Project Construction Completion Report.** The Permittee shall submit a Notice of Project Construction Completion (NOC) acceptable to the Executive Officer to notify the Water Board that the Project has been completed. The Completion Notice shall be submitted to the Water Board no later than 60 days after completing Project construction and mitigation work and shall reference **NOC_445630_Walnut Grayson Desilt Project**. The Notice may be combined with the Notice of Mitigation Monitoring Completion (Condition 23) and shall be sent via email to RB2-401Reports@waterboards.ca.gov, or by mail to the attention of 401 Certifications Reports (see address on the letterhead);

***Rationale:** Conditions 18 and 19 are necessary to ensure compliance with the permit and applicable conditions and to ensure that the Project has been conducted in accordance with the permit and all applicable conditions (CWC section 13267).*

6.5 Mitigation and Monitoring Requirements

20. **Mitigation & Monitoring and Maintenance.** The Permittee shall conduct the sediment removal work in a manner that optimizes the establishment of seasonal wetlands within the excavation areas. All disturbed areas shall be seeded with the native seed mix described in the *Vegetation Baseline Survey, Walnut and Grayson Creeks Desilting Project* (Nomad, August 1, 2022), or in accordance with a modified plan submitted, acceptable to the Executive Officer, before construction. The excavation areas shall be monitored for a five-year period following construction to assess the nature and extent of vegetative cover and to verify whether seasonal wetlands have become established. Cover by invasive plant species removed as part of the Project shall be maintained at less than 10% over the long term and any new invasive weed species not recorded during baseline surveys shall be controlled. Adaptive management measures shall be implemented to ensure successful restoration of the temporarily impacted areas;
21. **Annual Monitoring Reports.** The Permittee shall submit annual monitoring reports, acceptable to the Executive Officer, by January 31 following each monitoring year. The first monitoring year commences in the calendar year after completing the restoration of temporarily impacted areas. At the time of this Certification the restoration completion is anticipated in 2023 for one side of the channel and 2024 for the other side. Therefore, monitoring of mitigation areas shall begin in 2024 and the first annual monitoring report shall be due on January 31, 2025, unless the Project is completed at a different time. The annual reports shall summarize each year's monitoring results and include detailed information on the hydrology and vegetation cover types. The approximate percent cover of plant species and their wetland indicator status shall be provided. The annual reports shall compare data to previous monitoring years and describe evidence of sediment deposition on the floodplain. After three years of monitoring a wetland delineation shall be conducted to determine the extent of jurisdictional wetlands. If adverse impacts to waters of the State are

observed during the monitoring period, or if seasonal wetlands are not developing as anticipated, additional mitigation may be required by the Executive Officer. The annual report shall reference **AMR_445630_Walnut Grayson Desilt Project** and shall be submitted via email to RB2-401Reports@waterboards.ca.gov and the Water Board staff responsible for 401 certifications in Contra Costa County. Annual reports may also be submitted in hard copy to the attention of 401 Certifications Reports (see the address on the letterhead);

22. **Channel Study Information**. The Permittee shall submit, acceptable to the Executive Officer and no later than May 1, 2024, a report that includes information on the hydraulic capacity of the Creeks within the sediment removal reaches, and analysis of opportunities to enhance water quality and beneficial uses of waters of the State. The report shall include the established objectives for flood damage reduction, the discharge and estimated stages for these flows, and the flow efficiency at lower and higher flows and permissible channel roughness (i.e., how calculated Manning's n values may vary depending on depth of flow). The submittal shall include an analysis of opportunities and constraints related to potential enhancements within and upstream and downstream of the Project reaches. Potential enhancements to explore shall include planting trees along the active channel to improve water temperature, analysis of a channel shape within the levees that could more efficiently transport sediment and/or reduce the required frequency of removal, and removal of Drop Structure 1;
23. **Notice of Mitigation Monitoring Completion**. Within 30 days of confirming that the Project's mitigation has been completed, the Permittee shall submit, acceptable to the Executive Officer, a Notice of Mitigation Monitoring Completion that references **NMMC_445630_Walnut Grayson Desilt Project**. This report shall be submitted via email to RB2-401Reports@waterboards.ca.gov and to the Water Board staff responsible for 401 certifications in Contra Costa County. Hard copies may also be submitted to the address on the letterhead, to the attention of 401 Certifications;

***Rationale:** Conditions 20-23 are necessary to ensure compliance with the permit and applicable conditions and to ensure that the Project and restoration work have been conducted in accordance with the permit and all applicable conditions (CWC section 13267).*

24. **Climate Change Preparation**. The Permittee shall submit, acceptable to the Executive Officer and no later than May 1, 2024, a status report on the development of climate change policies and plans as they relate to anticipated changes in rainfall runoff patterns and the Creeks original flood control design parameters. Understanding the reasonably foreseeable influence of climate change is important to adequately assess the impacts of future maintenance activities within the Creeks;

***Rationale:** This condition is necessary to ensure compliance with the Water Board policies for protection of wetlands and waters (Basin Plan Ch. 4).*

6.6 Administrative and General Compliance

25. **Site Access**. The Permittee shall grant Water Board staff or an authorized representative, upon presentation of credentials and other documents as may be required by law, permission to: (1) enter upon the Project site or compensatory mitigation site(s) where a regulated facility or activity is located or conducted, or

where records are kept; (2) have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order; (3) inspect any facilities, equipment, practices, or operations regulated or required under this Order; and (4) sample or monitor for the purposes of assuring Order compliance;

Rationale: *This condition is necessary to assist in scheduling compliance inspections and to ensure compliance with the permit and applicable conditions (CWC section 13267).*

26. **Certification and Order at Site.** A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors;

Rationale: *This condition is necessary to ensure compliance with the permit and applicable conditions (CWC sections 13170 and 13245).*

27. **Water Quality Violations Notification.** The Permittee shall notify the Water Board of any violations of water quality standards, along with the cause of such violations, as soon as practicable (ideally within 24 hours). Notification may be via telephone, email, delivered written notice, or other verifiable means;

Rationale: *This condition is necessary to minimize adverse impacts to water quality (CWC sections 13385 and 13267).*

28. **Ownership Change Notification.** The Permittee shall provide a signed and dated notification to the Water Board of any change in ownership or interest in ownership of any Project area at least 10 days prior to the transfer of ownership. The purchaser shall also submit a written request to the Water Board to be named as the permittee in an amended order. Until this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order;

29. **Discharge Change Notification.** In accordance with CWC section 13260, the Permittee shall file with the Water board a report of any material change or proposed change in the ownership, character, location, or quantity of this waste discharge. Any proposed material change in operation shall be reported to the Executive Officer at least 30 days in advance of the proposed implementation of any change. Changes to discharges include, but are not to be limited to, significant new soil disturbances, proposed expansions of development, or any change in drainage characteristics at the Project site. For the purpose of this Order, this includes any proposed change in the boundaries of the area of wetland/waters of the State to be impacted;

Rationale: *Conditions 28 and 29 are necessary to ensure compliance with the permit and applicable conditions (CWC section 13264).*

30. **Submittal of Reports.** Where this Certification requires submittal of reports, including plans, reports, or related information, the submitted reports shall be acceptable to the Executive Officer;

Rationale: *This condition is necessary to ensure compliance with the permit and applicable conditions (CWC section 13267).*

31. **Individual Waste Discharge Requirements.** Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements pursuant to CWC sections 13263 and/or 13377 and 23 CCR section 3857;
32. **Expiration.** This Order shall continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project;

6.7 Standard Conditions

33. **Certification and Order Modification.** This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to CWC sections 13320 and 13330 and 23 CCR section 3867;
34. **Hydroelectric Facilities.** This Order does not apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought;
35. **Application Fee.** This Certification and Order is conditioned upon full payment of the required fee, including annual fees, as set forth in 23 CCR section 3833. The Project's Application and Project fee of \$2,066 was received by the Water Board on November 4, 2021. The remaining Project fee of \$177,179, calculated using the 2020-2021 Water Quality Certification Dredge and Fill Application Fee Calculator, Category A – Fill & Excavation Discharges is due within 10 days of the date of this Certification;
36. **Annual Fee Invoice.** In accordance with 23 CCR section 2200, the Permittee shall pay an annual fee to the Water Board each fiscal year (July 1 – June 30) until Project construction and mitigation activities are completed and an acceptable Notice of Project Mitigation Completion is received by the Water Board (Note: the Annual Fee may be changed by the State Water Board; at the time of Certification it was \$2,031 per year). Annual fees will be automatically invoiced to the Permittee. The Permittee must notify the Water Board when mitigation is complete with a final report in order to request termination of annual billing.

Rationale: *Conditions 33-36 are standard conditions that "shall be included as conditions of all water quality certification actions" (23 CCR section 3860(a)).*

In addition to the information noted above, these conditions are individually required to ensure compliance with narrative water quality objectives in the Basin Plan, the state anti-degradation policy (State Water Board Resolution No. 68-16), the California Wetlands Conservation Policy (Executive Order W-59-93, Basin Plan Chs. 4 and 5), and Water Board policies for the protection of wetlands and waters (Basin Plan Ch. 4, including Ch. 4.23).

The conditions above are individually authorized as noted above and by 23 CCR sections 3838 and 3859 and CWC Div. 7, Ch. 4, Article 4, Waste Discharge Requirements.

This Order applies to the Project as proposed in the application materials and designs referenced above in the conditions of Certification. Be advised that failure to implement the Project in conformance with this Order is a violation of this Certification. Any violation of Certification conditions is a violation of State law and subject to administrative civil liability pursuant to CWC section 13350. Failure to meet any condition of this Certification may subject the Permittee to civil liability imposed by the Water Board to a maximum of \$5,000 per day of violation or \$10 for each gallon of waste discharged in violation of this action. Any requirement for a report made as a condition to this Certification is a formal requirement pursuant to CWC section 13267, and failure or refusal to provide, or falsification of such required report, is subject to civil liability as described in CWC section 13268. The burden, including costs, of these reports bears a reasonable relationship to the need for the report and the benefits to be obtained. Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements.

If you have any questions concerning this Order, please contact Kathryn Hart of my staff via email to Kathryn.hart@waterboards.ca.gov or by phone at (510) 622-2356. All future correspondence regarding this Project should reference the RM No. indicated at the top of this letter.

Sincerely,



Digitally signed by
Keith H. Lichten,
Division Manager
Date: 2023.02.16

00:12:23 -08'00'

for Eileen White
Executive Officer

cc: SWRCB, DWQ, stateboard401@waterboards.ca.gov
Water Board, Victor Aelion, victor.aelion@waterboards.ca.gov
CDFW, Andrew Chambers, Andrew.Chambers@Wildlife.ca.gov
U.S. EPA, Region 9:
EPA Mailbox: r9cwa401@epa.gov
Jennifer Siu, siu.jennifer@epa.gov
Corps, SF Regulatory Branch:
Katerina Galacatos, katerina.galacatos@usace.army.mil
Sarah Firestone, sarah.m.firestone@usace.army.mil
Contra Costa County:
Claudia Gemberling, claudia.gemberling@pw.cccounty.us
Paul Detjens, paul.detjens@pw.cccounty.us



Contra
Costa
County

To: Contra Costa County Flood Control District Board of Supervisors

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

Date: April 4, 2023

Subject: On-Call Contract Amendment with Balance Hydrologics, Inc., Countywide.

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 Consulting Services Agreement (Contract) Amendment with Balance Hydrologics, Inc., to increase the payment limit by \$650,000 to a new payment limit of \$1,020,000 and to extend the term through May 13, 2024, for on-call professional engineering services relating to hydrology/hydraulic studies and modeling, Countywide.

FISCAL IMPACT:

This amendment, including the Contract, will be funded by 43% FC District Funds and 57% Flood Control Zone 1 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 anticipates the need to deliver important infrastructure in the Marsh Creek watershed to keep ahead of development. As such, the FC District is increasing the payment limit and extending

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Mark Boucher, (925) 313-2274

By: , Deputy

BACKGROUND: (CONT'D)

the term for a single additional year of its agreement for on-call support for hydrology/hydraulic studies and modeling to plan and design the Lower Sand Creek Basin. Additionally, the City of Brentwood has begun work on the adjacent Sand Creek Sports Park, which is integrated with the FC District's Lower Sand Creek Basin. This amendment is necessary to ensure that timely services for planning and design of the Lower Sand Creek Basin are delivered in tandem with the City of Brentwood's sports park project.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, the FC District will not be able to obtain timely on-call support for hydrology/hydraulic studies and modeling.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: APPROVE a License Agreement with Level 3 Communications, LLC

RECOMMENDATION(S):

As the governing body of Contra Costa County and the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Chief Engineer and Public Works Director, or designee, to execute a license agreement with Level 3 Communications, LLC, to access and operate an existing telecommunications conduit system within the Iron Horse Corridor and on District-owned land, during an initial ten-year term ending December 31, 2031, for an initial annual payment of \$351,423, as recommended by the Public Works Director and Chief Engineer.

DETERMINE that licensing of Contra Costa County (County) property located within the Iron Horse Corridor and Contra Costa County Flood Control District and Water Conservation District-owned land for operation and maintenance of licensee’s telecommunications conduit system will result in economic benefit to the County.

DETERMINE that granting this license is in the public interest, that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County, and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by the District for the purpose for which it was acquired.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Margaret Eychner, 925.957-2463

By: , Deputy

cc:

FISCAL IMPACT:

If the Agreement remains in effect through the initial 10-year term, the County and District will receive total revenue in the amount of \$4,621,775.

BACKGROUND:

The County, the District, and the Redevelopment Agency entered into a License Agreement with GST Telecom, Inc., on February 21, 1996, to construct and operate a telecommunications conduit system for their own use and future customers and/or subsequent Licensees in the Iron Horse Corridor and on Flood Control District properties. The license was amended on October 6, 1998.

GST Telecommunications, Inc. filed for bankruptcy and on September 21, 2000, the United States Bankruptcy Court for the District of Delaware approved the sale in bankruptcy of substantially all of GST's assets, including the conduit system identified within the original license agreement, to Time Warner Telecom, Inc. The sale was consummated on January 10, 2001, and this GST asset was integrated into Time Warner Telecom Inc.'s California operations. At that time, Time Warner Telecom Inc., operated in the State of California under the name "Time Warner Telecom of California, L.P." Level 3 Communications, LLC, sent a letter to the County, dated October 2, 2018, informing the County that they were the successor in interest to Level 3 Telecom of California, LP, formerly known as tw telecom of California, LP, formerly known as Time Warner Telecom of California, LP, and informing the County of their intent to renew the subject license agreement as per the GST license agreement as amended. Additionally, the Redevelopment Agency was dissolved, and only the County and the District now own the subject portions of the corridor.

The County, District, and Time Warner Telecom, Inc., and later Level 3 Communications, LLC have continued to operate under the terms of the amended license agreement with GST, but because a license, by its nature, is not transferrable and the Redevelopment Agency no longer exists, staff has determined the County and District should execute a new license agreement with Level 3 Communications, LLC.

The first annual payment (\$351,423) for this license agreement has been prorated. Level 3 Communications, LLC paid a license fee under the terms of the prior license agreement for the fiscal year ending February 20, 2022. Therefore, the license fee for the first year of this license agreement is prorated beginning February 21, 2022, and ending December 31, 2022, to account for the payment already made covering a portion of the first year of the license term. The amounts of the remaining annual payments are reflected in the license agreement.

CONSEQUENCE OF NEGATIVE ACTION:

The license agreement would not be approved and Level 3 Communications, Inc. would have no right to continue occupying and using the Iron Horse Corridor for telecommunications purposes.

ATTACHMENTS

License Agreement

Exhibit A

LICENSE AGREEMENT

This license agreement (“**Agreement**”) is entered into as of January 1, 2022 (“**Effective Date**”), by and among CONTRA COSTA COUNTY, a political subdivision of the State of California (“**County**”), and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California (“**District**”; County and District are collectively referred to as the “**Licensor**”), and LEVEL 3 COMMUNICATIONS LLC, a Delaware limited liability company (the “**Licensee**”). Licensor and Licensee are sometimes referred to herein together as the “**Parties**,” and each as a “**Party**.”

RECITALS

- A. Licensor owns real property known as the Iron Horse Corridor (“**IHC**”) and the Flood Control District Channel that, together, run from the Contra Costa/Alameda County line and continue 21.645 miles or 114,286 lineal feet northward along Flood Control District Channel and former Southern Pacific property terminating at the Walnut Creek Channel outfall at Suisun Bay (the “**Property**”).
- B. Licensee desires to obtain Licensor’s permission to use a portion of the Property to operate and maintain Licensee’s existing telecommunications Cable and a Licensor-owned Conduit System, as defined below, that run the length of the Property and also includes an additional 265 lineal feet, added in 2020, at 925 Ygnacio Valley Road, Walnut Creek, for a total of 114,551 lineal feet (such route is referred to as the “**Premises**” and is shown in Exhibit A which includes reference points that refer to drawing numbers of as-built drawings dated October 25, 1996, drawn for Time Warner Telecom, copies of which are maintained by the Public Works Department, by both Real Estate and Special Districts Divisions). Licensor is willing to grant a license to use the Premises upon the terms and conditions set forth herein.
- C. Licensor and Licensee have operated under a license agreement dated February 21, 1996, and amended on October 6, 1998, in which Licensee was GST TELECOM, INC, a Delaware corporation (together, the “**Original License**”). GST filed for bankruptcy and on September 21, 2000, the sale of their assets including this conduit system constructed under the Original License, to Time Warner Telecom, Inc., was approved by the United States Bankruptcy Court. On October 2, 2018, Licensee, sent a letter informing Licensor that Licensee was the successor in interest to Level 3 Telecom of California, LP, formerly known as Time Warner Telecom Inc. Licensor and Time Warner Telecom, Inc. and later, Licensee, have continued to operate under the terms of the Original License, but because the Original License, by its terms, was not transferrable and the Redevelopment Agency no longer exists, the Parties have determined a new license agreement between the Parties is required. The Parties now desire to enter into this license agreement. When this license agreement is executed, the Original License will terminate.
- D. Licensee made a payment under the terms of the Original License for the period from February 21, 2021 – February 20, 2022, in the amount of \$395,304.46. The annual License Fee for January 1, 2022 – December 31, 2022, will be prorated from February 21, 2022 – December 31, 2022.

The Parties, therefore, agree as follows:

AGREEMENT

1. **Grant of License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, a nonexclusive revocable license to enter the Premises for the purpose of operating and maintaining an existing telecommunications “**Cable,**” defined as one or more telecommunications cables containing optical fibers, which are installed in a Licensor-owned “**Conduit System,**” defined as a system, consisting of eight (8) one-inch inside diameter high density polyethylene (HDPE) conduits or its equivalent, and necessary appurtenances (e.g., hand holes, splice boxes, and precast concrete manholes), and for no other use without Licensor’s prior written consent.
2. **Use of Premises.** Licensee may use the Premises for the purpose of the operation, monitoring, maintenance, replacement, and repair of the Conduit System.
3. **Primary Use of the Premises:** A portion of the Premises consists of a corridor that the Licensor is in the process of developing for transportation, utility, and other purposes. Underground utility facilities are already in place, and it is anticipated that, in the future, a mass transportation system and additional utility facilities will be constructed or installed on the Property or Premises. Any and all rights granted or implied by this Agreement shall be subordinated to the uses just mentioned, as well as to other uses of the Premises made or permitted by the Licensor.

The Licensee acknowledges that the uses just described constitute the primary use of the IHC and the Premises and that the Licensee’s use of the Premises pursuant to this Agreement is secondary and subordinate to said primary uses. The Licensee shall not, at any time, use the Premises in any manner that will interfere with or impair said primary uses of the Premises or the use of the Premises by Co-users as defined below. All rights granted to the Licensee hereunder are subject and subordinate to all existing and future rights, rights of way, reservations, franchises, easements and licenses in the Premises, regardless of who holds the same (collectively referred to herein as “**Co-users**”), including the Licensor 's right to use the Premises for emergency or any other purpose.

4. **Term.** The term of this Agreement shall commence on the Effective Date, and end on December 31, 2031 (the “**Initial Term**”). Licensee shall have the right to exercise two 10-year extensions beyond the Initial Term (each called a “**Renewal Period**”), one Renewal Period at a time. If Licensee elects to exercise a Renewal Period, Licensee shall provide written notice to the Licensor at least 90 days prior to the expiration of the Initial Term or the then current Renewal Period. Licensor and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with at least one hundred eighty (180) days advance written notice to the other Party. In addition, Licensor may terminate this Agreement on thirty (30) days advance written notice to Licensee if Licensee violates any material term or condition of this Agreement and does not cure such violation within the thirty (30) day notice period.

- a. **License Fee.** As consideration for this Agreement, Licensee agrees to pay a nonrefundable annual fee, as follows: the annual fee for the first year of this Agreement, ending December 31, 2022 is prorated and is THREE HUNDRED FIFTY-ONE THOUSAND, TWENTY-TWO AND 99/100 (\$351,422.99), due within 30 days of execution of this Agreement; the annual fee for each year thereafter, beginning with the year commencing January 1, 2023, shall be paid on or before January 1 of that year and without prior demand by the County. The fee for the year beginning January 1, 2023, is FOUR HUNDRED TWENTY THOUSAND, THREE HUNDRED FORTY-SEVEN AND 24/100 (\$420,347.24), as per the fee schedule below, which is a three percent (3%) increase from the unprorated amount for 2022 of \$408,104.12. The annual fee for each year during the remainder of the term, beginning with the annual fee due by January 1, 2024, will be increased by an amount equal to three percent (3%) of the annual fee for the preceding year. Set forth below is a fee schedule for the ten-year Initial Term and both Renewal Periods of this Agreement.

<u>Initial Term</u>			<u>Annual Fee</u>
January 1, 2022	to	December 31, 2022	\$351,422.99 (prorated)
January 1, 2023	to	December 31, 2023	\$420,347.24
January 1, 2024	to	December 31, 2024	\$432,957.66
January 1, 2025	to	December 31, 2025	\$445,946.39
January 1, 2026	to	December 31, 2026	\$459,324.78
January 1, 2027	to	December 31, 2027	\$473,104.53
January 1, 2028	to	December 31, 2028	\$487,297.66
January 1, 2029	to	December 31, 2029	\$501,916.59
January 1, 2030	to	December 31, 2030	\$516,974.09
January 1, 2031	to	December 31, 2031	\$532,483.31

<u>First Renewal Period</u>			<u>Annual Fee</u>
January 1, 2032	to	December 31, 2032	\$548,457.81
January 1, 2033	to	December 31, 2033	\$564,911.55
January 1, 2034	to	December 31, 2034	\$581,858.89
January 1, 2035	to	December 31, 2035	\$599,314.66
January 1, 2036	to	December 30, 2036	\$617,294.10
January 1, 2037	to	December 31, 2037	\$635,812.92
January 1, 2038	to	December 31, 2038	\$654,887.31
January 1, 2039	to	December 31, 2039	\$674,533.93
January 1, 2040	to	December 31, 2040	\$694,769.95
January 1, 2041	to	December 31, 2041	\$715,613.04

<u>Second Renewal Period</u>			<u>Annual Fee</u>
January 1, 2042	to	December 31, 2042	\$737,081.44
January 1, 2043	to	December 31, 2043	\$759,193.88

January 1, 2044	to	December 31, 2044	\$781,969.69
January 1, 2045	to	December 31, 2045	\$805,428.79
January 1, 2046	to	December 31, 2046	\$829,591.65
January 1, 2047	to	December 31, 2047	\$854,479.40
January 1, 2048	to	December 31, 2048	\$880,113.78
January 1, 2049	to	December 31, 2049	\$906,517.19
January 1, 2050	to	December 31, 2050	\$933,712.71
January 1, 2051	to	December 31, 2051	\$961,724.09

Payments are to be addressed to Contra Costa County, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.

Licensee shall pay the fee when due without any deduction, setoff, or counterclaim whatsoever. If any annual fee covers a period less than twelve (12) months, the fee will be prorated at the rate of 1/12 of the annual fee for each full calendar month, and 1/30 of the monthly fee for each day during the partial month, for the time period covered by the payment in question.

6. Improvements to the Premises.

- a. Licensee may not construct any improvements on the Premises without prior written consent from Licensor. For the purposes of this Agreement, any equipment Licensee is permitted to install on the Premises is not considered to be an improvement to the Property or the Premises.
- b. Any improvements to the Premises by Licensee (with or without the consent of Licensor) must be removed by Licensee, at its sole cost, except those improvements that Licensor and Licensee agree are not required to be removed upon the termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.
- c. If Licensee fails to remove any improvements or equipment it is required to remove, Licensor may remove them at Licensee's expense, and Licensee shall immediately reimburse Licensor upon Licensee's receipt of an invoice from Licensor.

7. Permits and Approvals. Licensee is responsible for obtaining any necessary permits or approvals from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County or Contra Costa County Flood Control & Water Conservation District of this use.

8. Nonexclusive Right of Use. This Agreement is nonexclusive. Licensor reserves the right to issue licenses, easements, and permits to others that could affect the Property or the Premises, provided, however, that any such use by a Co-user shall not unreasonably interfere with Licensee's use of the Property or Premises under this Agreement.

9. Existing Facilities. Licensee is responsible for locating all facilities and improvements in the Premises and agrees to take all precautions required to avoid damage to the facilities and improvements of the Co-users, or the Premises. Licensee agrees that it will be solely

responsible for any damage to said facilities and improvements resulting from or in connection with its operations under this Agreement. Licensee further agrees that no new alteration(s) of ground elevation or the placement of new block walls, retaining walls, fencing, trees, paving or any other improvements or structures shall be made within the Premises without prior written approval from Licensor and Co-users, whose addresses are as follows:

Central Contra Costa Sanitary District
5019 Imhoff Place
Martinez, CA 94553

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605

Kinder Morgan Energy Partner, L.P.
SFPP, L.P.
1100 Town & Country Road
Orange, CA 92868

PG&E
1850 Gateway Blvd.
Concord, CA 94520

EBMUD
P.O. Box 94623
Oakland, CA 94623

Contra Costa Water District
P.O. Box H2O
Concord, CA 94524

The Licensee understands and acknowledges that the absence of markers, monuments, or maps indicating the presence of subterranean facilities, whether belonging to Licensor or the Co-users, does not constitute a warranty or representation that none exists. The Licensee accepts the license granted hereunder with full cognizance of the potential presence of such facilities and agrees that 48-hours prior to any subsurface work, the Licensee will contact **Underground Service Alert at (800) 624-2444** to determine whether there are any subterranean facilities within the proposed excavation area.

The Co-users described above have the right to enter onto the Premises to maintain their facilities, and the Licensee shall not be compensated by Licensor for damage resulting from such maintenance.

10. Ownership and Use:

- a. Conduit System: Licensor owns the Conduit System, subject only to Licensee's right to use the Conduit System during the term of this Agreement.
- b. Licensee's Cable: Licensee owns the Cable, subject to the use restrictions and terms contained in this Agreement. Licensee shall ensure that its use of the Cable complies with all applicable federal, state, and local laws, codes, and regulations.
- c. Liens: Licensee shall not cause or permit the Property, the Conduit System, or the Cable to become subject to any mechanic's lien, materialman's lien, vendor's lien, or any other similar lien, whether by operation of law or otherwise (each a "**Lien**"). Should the Property, the Conduit System, or Cable nevertheless become subject to such a Lien to secure an obligation or alleged obligation of Licensee, Licensee shall promptly cause the Lien to be released. If the Lien remains in effect for more than 30 days, Licensee shall bond over the Lien using a bond form and a bond issuer

acceptable to the County. Bonding over the Lien does not release Licensee from its obligation to promptly cause the Lien to be released. Licensee's obligations under this Section 10(c) shall survive the termination or expiration of this Agreement.

11. **Licensors Use of Licensee's Cable:** During the term of this Agreement, including any timely exercised Renewal Period, Licensee shall make available to Licensor, at no cost to Licensor, one of the following, as determined by Licensor:
 - a. Six tested fibers within the Licensee's Cable to be used by and at the discretion of Licensor, terminating into Licensee's fiber distribution panels or splicing enclosures, capable of connecting lateral fiber cables for the Licensor's distribution. The Licensor's fibers shall be allocated over the entire length of the Conduit System; or
 - b. Twelve DS3's; or
 - c. One OC12.

12. **Maintenance and Repairs:** During the entire term of this Agreement, including any renewal, Licensee shall, at its sole expense, provide any necessary maintenance and repair of the Conduit System and the Licensee's Cable, including routine maintenance activities. A list describing anticipated routine maintenance activities shall be developed by Licensee within sixty (60) days of signing of this Agreement. Licensee shall not perform any maintenance or repair work (excluding Emergency Repairs) within the Premises without first obtaining Licensor's approval in writing of said work, which approval shall not be unreasonably conditioned, withheld or delayed. In seeking Licensor's approval, Licensee shall furnish to Licensor a complete description and sketch of the work proposed to be performed. In performing work approved by Licensor, Licensee shall comply with all terms, conditions, and requirements imposed by Licensor and shall not deviate in any material manner from the description and sketch approved by Licensor, without first obtaining additional approval in writing from Licensor. Before commencing any maintenance or repair work, Licensee shall be responsible for obtaining all necessary authorizations, permits, licenses, crossings, and clearances for the work. Subject to the terms and conditions of any permits, approvals, or authorizations issued for the work, Licensor shall allow access to the Premises for Licensee's performance of maintenance and repair work.

13. **Emergency Repairs:** Except as provided in Section 12, Licensee shall not be required to obtain Licensor's prior written approval for the performance of Emergency Repairs, but Licensee shall submit to Licensor a written report of all Emergency Repairs within forty-eight (48) hours after performing the same.

14. **Relocation:** If, during the Initial Term or any Renewal Period of this Agreement relocation or replacement of the Conduit System or Cable is required, Licensee shall promptly carry out such relocation or replacement. The responsibility for costs of such relocation or replacement shall be as follows:

- a. If requested or required by Licensee, or where relocation is required to facilitate the Primary Use of the Property under Section 3, then Licensee will pay all such costs.
- b. If Licensor requests or requires relocation for any reason other than to facilitate the Primary Use of the Property under Section 3, Licensor will pay for relocation.
- c. If relocation is requested or required by a third party, Licensor shall have no obligation to pay for any relocation costs and Licensee shall be solely responsible for paying any relocation costs not paid by the third party.

Under all other circumstances not specified herein, Licensee shall pay for relocation.

15. **Damage.** It is the responsibility of Licensee to contact property owners and holders of easements, leases, and licenses to determine if any real property over which Licensee wishes to use a vehicle is able to support the vehicle without damage to subsurface or surface facilities. If Licensee's use of real property pursuant to this Agreement causes damage to that real property, the Property, the Premises, or their vegetation, subsurface or surface facilities, Licensee shall repair the damage and return the affected property to a neat and safe condition satisfactory to Licensor and the affected users.
16. **Pollution:** Licensee, at its expense, shall comply with all applicable laws, regulations, and rules with respect to Licensee's use of the Property and the Premises, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request by the Licensor.

Licensee may not permit hazardous materials to be handled at any time on the Property or Premises. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property or Premises due to Licensee's use and occupancy of the Property, Licensee, at its expense, shall clean all the property affected thereby, whether owned or controlled by the Licensor or any third person, to the satisfaction of the Licensor (insofar as the property owned or controlled by the Licensor is concerned) and any governmental body having jurisdiction.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend the County and District, and their officers, employees, and agents and the holders of rights to use the Property and Premises (each, an "**Indemnitee**" and, collectively **Indemnitees**") against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by any Indemnitee as a result of any discharge, leakage, spillage, emission or pollution, to the extent such liability, cost or expense is caused by the negligence or misconduct of Licensee, its contractors or representatives, regardless of whether the liability, cost or expense arises during or after the term of this Agreement, except to the extent such liability, cost or expense is proximately caused by the active negligence of the Licensor.

Licensee shall pay all amounts due to the Licensor under this section within thirty (30) days after any demand therefor. Licensee's obligations under this Section 16 shall survive the termination or expiration of this Agreement for a period of five (5) years..

17. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless Indemnitees from and against any and all claims, demands, liabilities, judgments, orders, costs, penalties, fines, fees, expenses, attorney's fees, and attorney's fee and cost awards (collectively, "**Liabilities**") arising from or connected with the occupancy or use of the Property or Premises by Licensee, any parent or subsidiary of Licensee, or Licensee's officers, employees, contractors, or agents, or as a result of Licensor granting Licensee a license under this Agreement, save and except for any Liabilities arising from the negligence or willful misconduct of Licensor, or Licensor's officers, employees, or agents. Licensee's obligations under this Section 17 shall survive the termination or expiration of this Agreement.

18. **Insurance.**

a. During the term of this Agreement, Licensee shall procure and maintain, at its own expense, the following insurance policies with the following coverages and provisions:

i. **Commercial General Liability insurance** with a minimum limit coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate for all claims or losses due to bodily injury, including death, or damage to property, including loss of use.

ii. **Automobile Liability Insurance** for bodily injury and property damage liability with combined single limits of not less than \$1,000,000 with respect to any vehicles owned, non-owned, hired, leased, borrowed, or assigned to Licensee.

iii. If Licensee's operations require the use of Licensee's employees to conduct operations arising out of the use of the Licensor's Property, then Licensee shall procure and maintain, at its sole cost and expense, and keep in force during the Term:

Workers' Compensation Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than \$1,000,000 per occurrence for all employees engaged in services arising out of the operations conducted by Licensee in the County's Property; and provide a waiver of subrogation in favor of **Contra Costa County and Contra Costa County Flood Control & Water Conservation District**, their officers, agents, and employees.

b. When Licensee returns a Licensee-executed Agreement to Licensor, Licensee shall provide Licensor Certificates of insurance certifying that all coverage as required by Section 18(a) has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall either be attached to the Certificate or certified as issued on the Certificate. Within five (5) days after any policy renewal, Licensee shall provide Licensor a new Certificate covering the renewal term of the policy.

All policies of insurance shall provide for the following:

- i. Name **Contra Costa County and Contra Costa County Flood Control & Water Conservation District** and their officers, agents, and employees, as additional insureds, except with respect to Workers' Compensation coverage.
 - ii. Be primary with respect to all obligations assumed by Licensee pursuant to this Agreement or any other services provided. Any insurance carried by Contra Costa County and Contra Costa County Flood Control & Water Conservation District, their officers, agents, and employees shall not contribute to, or be excess of insurance maintained by Licensee, nor in any way provide benefit to Licensee, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
 - iii. Provide a waiver of subrogation in favor of Contra Costa County and Contra Costa County Flood Control & Water Conservation District, their officers, agents, and employees, individually and collectively.
19. **Assignment.** Licensee may not assign its rights under this Agreement.
20. **Licensor's Title.** Licensee hereby acknowledges Licensor's fee title in and to the Property and agrees never to assail or to resist the Licensor's title. Licensee agrees that it has not and never will acquire any rights or interest in the Property as a result of this Agreement, and that Licensee has not, and will not, obtain any right or claim to the use of the Property beyond that specifically granted in this Agreement. Construction of any improvements by Licensee on or about the Property does not give rise to an agreement coupled with an interest. The foregoing does not preclude Licensee from purchasing the Property under a separate agreement with Licensor.
21. **No Warranties:** Licensor does not warrant or represent that the Property or the Premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this Agreement. Some areas within the Iron Horse Corridor are known to contain soils with arsenic levels that exceed environmental screening levels established by the California Regional Water Quality Control Board, San Francisco Bay Region (the "ESLs"). These areas contain a chemical (arsenic) known to the State of California to cause cancer. (Cal. Code Regs., tit. 27, sec. 25604.2.) Licensor does not know whether the Property or the Premises contain soils with arsenic levels that exceed the ESLs. If, at any time during the term of this Agreement or any extension thereof, Licensor becomes aware that the Premises contain soils with arsenic levels that exceed the ESLs, Licensor shall promptly notify Licensee.
22. **Surrender of the Premises.** Upon the expiration or termination of this Agreement, (i) Licensee, at its discretion, may remove any improvements installed by Licensee on the Premises, and (ii) Licensor, at its discretion, may require the Licensee to remove any improvements installed by Licensee on the Premises. Licensee shall not remove, and Licensor may not require Licensee to remove, the Conduit System. Licensee shall restore the Premises substantially to the condition existing just prior to the Licensee's use of the Premises at no cost to the Licensor. If Licensee fails to remove improvements Licensor

requires to be removed within six (6) months, Licensor may remove them at Licensee's expense, and Licensee shall immediately reimburse Licensor upon Licensee's receipt of an invoice therefor. Licensee's obligations under this Section 22 shall survive the termination or expiration of this Agreement.

23. **Notices.** Notices under this Agreement must be in writing and will be effective either when delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by recognized overnight courier service, and directed to the other party at its address as stated in this Agreement, or such other address as a party may designate by written notice.

LICENSEE: Level 3 Communications, LLC
 Network Infrastructure Service (NIS)
 1025 Eldorado Boulevard
 Broomfield, CO 80021-8254
 Attention: Steven C. Gordon

With a copy to: Lumen Law Department
 931 14th Street
 Denver, CO 80202
 Attention: Network Attorney

With a copy to: Lumen Technologies, Inc.
 185 Berry Street – Suite 2900
 San Francisco, CA 94107
 Attention: Amy Schmidt/Brian Collins

COUNTY: Contra Costa County
 Public Works Department
 Attn: Real Estate Division
 255 Glacier Drive
 Martinez, CA 94553

25. **Governing Law.** This Agreement is governed by the laws of the State of California.
26. **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by both Parties.

[Remainder of this page left intentionally blank.]

The Parties are signing this Agreement as of the date set forth in the introductory paragraph.

**CONTRA COSTA COUNTY/
CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**

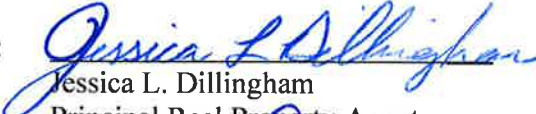
LEVEL 3 COMMUNICATIONS, LLC
a Delaware limited liability company

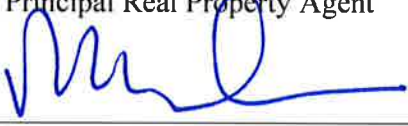
By: _____
Brian M. Balbas
Public Works Director/Chief Engineer

By: Gary R Black Jr
Gary R Black Jr (Mar 8, 2023 16:07 MST)

Gary Black
Vice President


RECOMMENDED TO THE BOARD OF
SUPERVISORS FOR APPROVAL:

By: 
Jessica L. Dillingham
Principal Real Property Agent

By: 

Margaret J. Eychner
Senior Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, CHIEF ASSISTANT COUNTY COUNSEL

By: 

Stephen M. Siptroth
Deputy County Counsel

ME:dw

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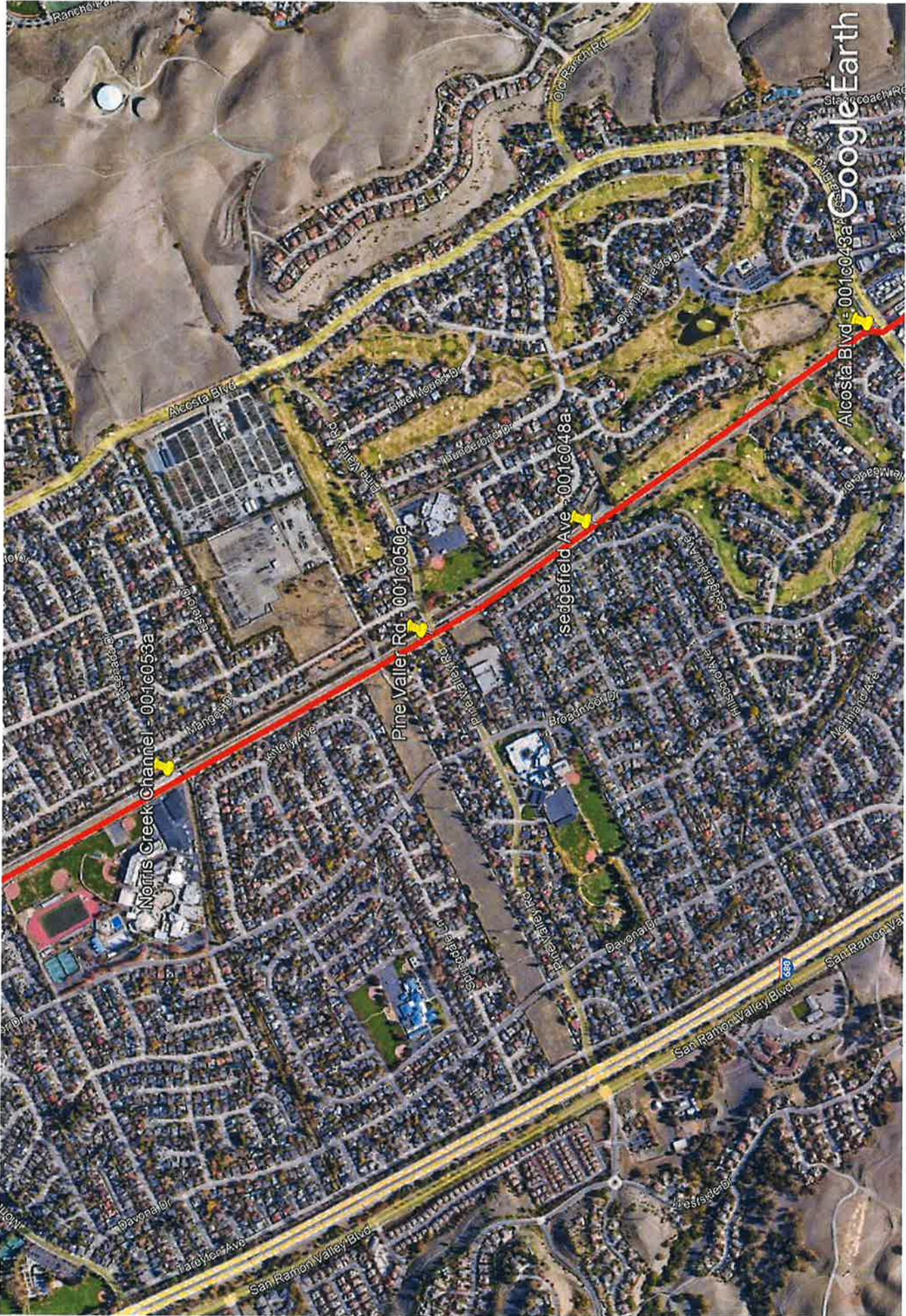
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Exhibit A



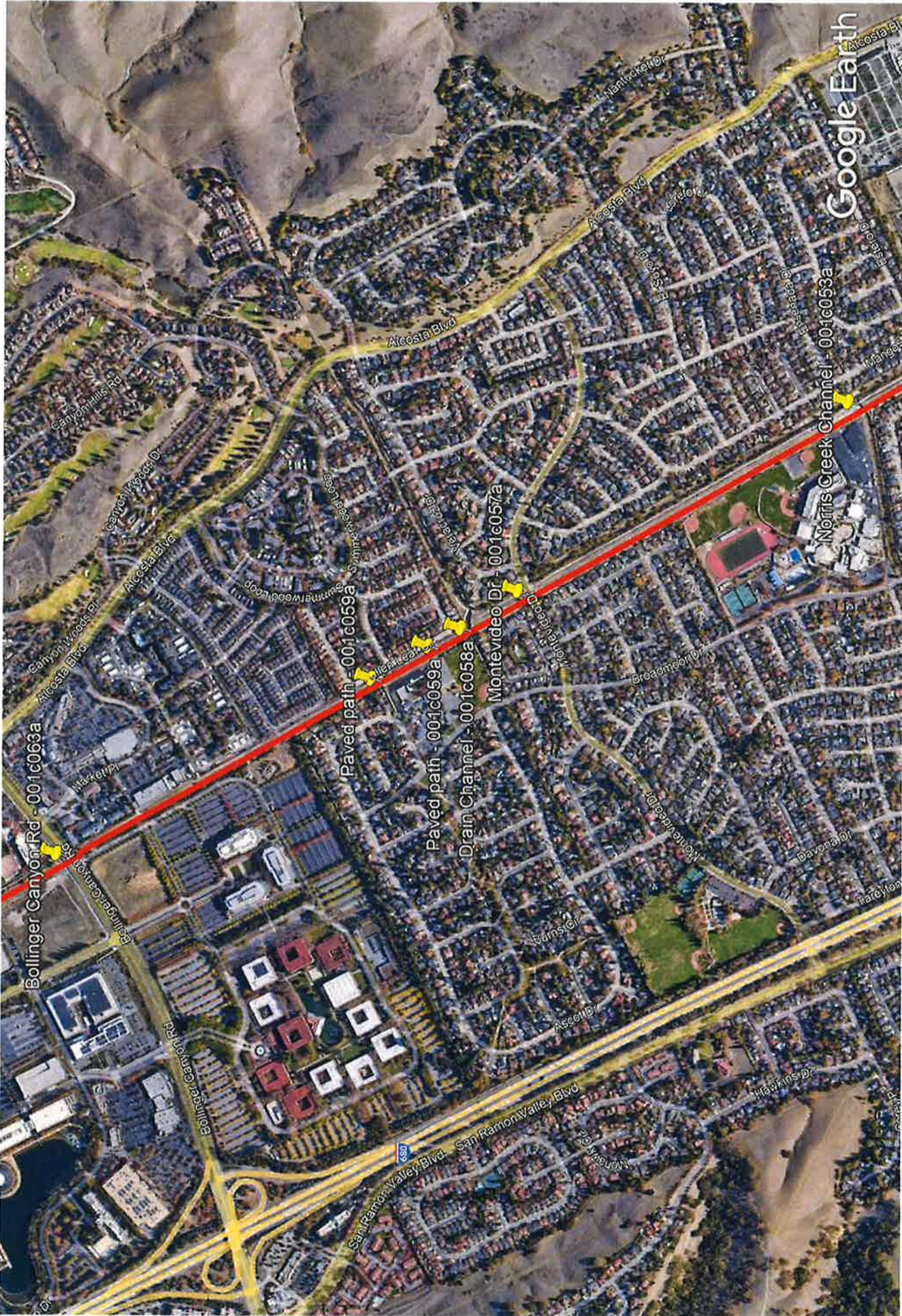
The following diagram depicts approximate locations for existing route(s) and while reasonably believed to be final may be subject to modifications. LUMEN does not represent or warrant the accuracy of the fiber route and has not made physical verification. This map depicts the vicinity of the route based on our inventory records.

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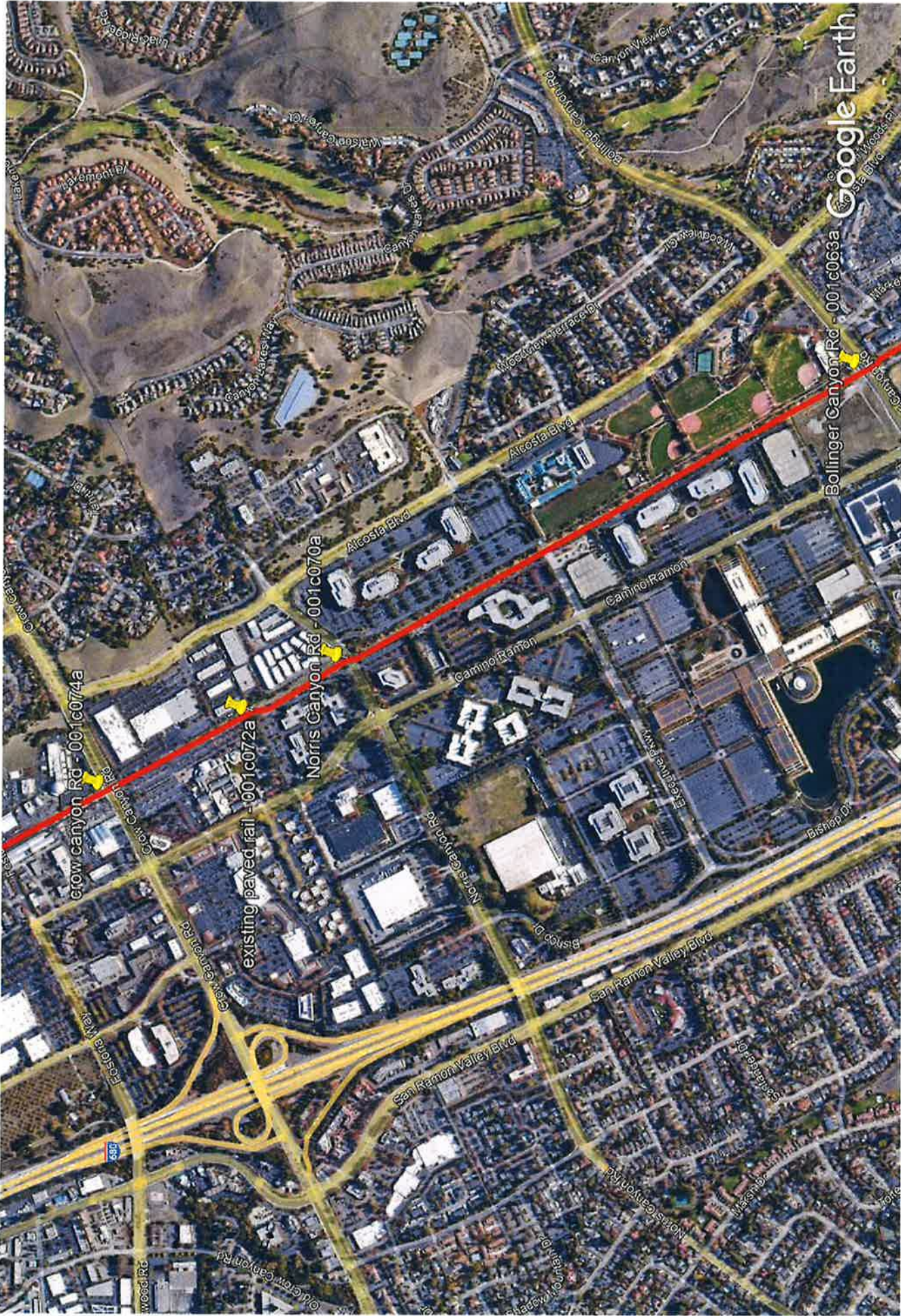
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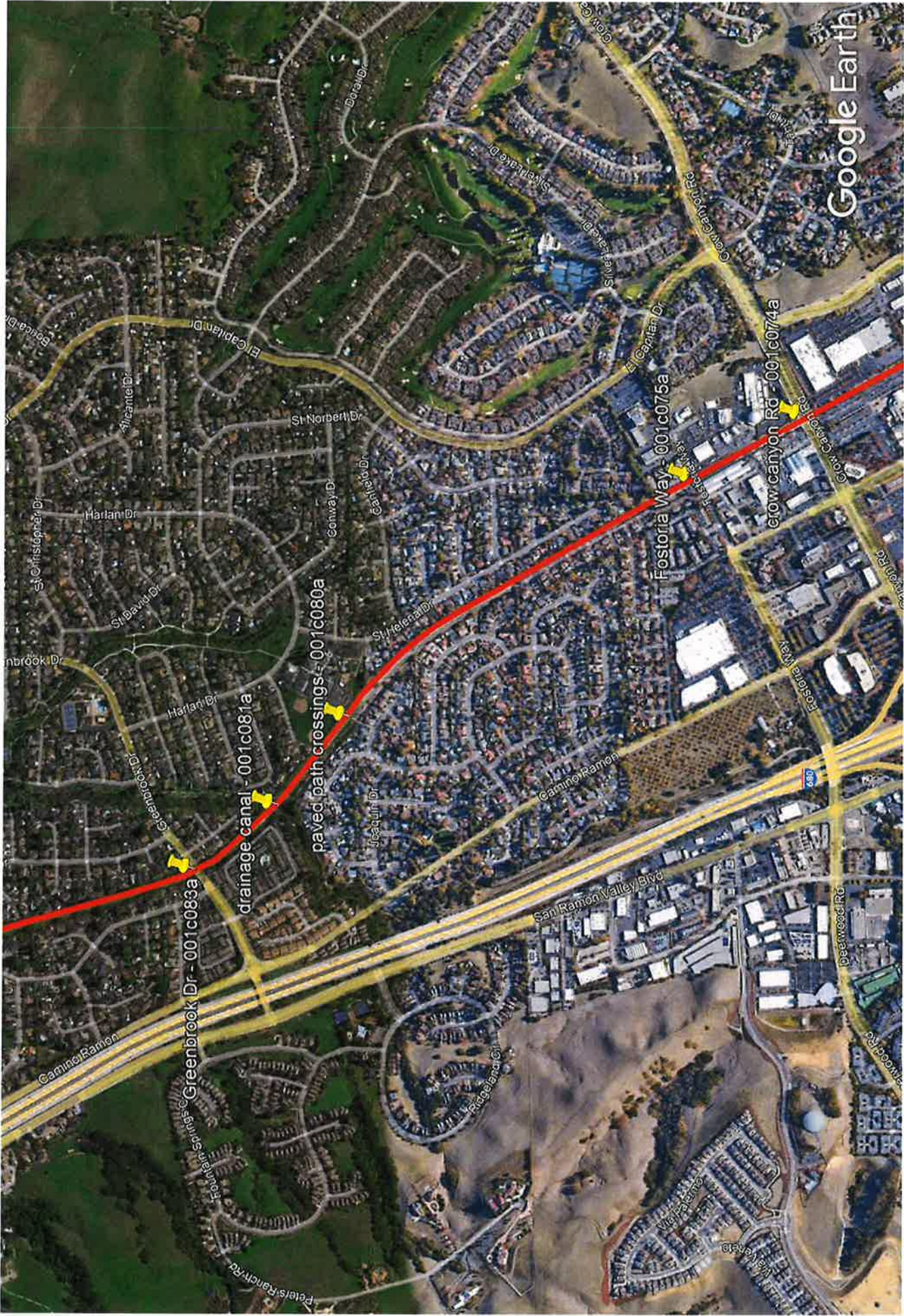
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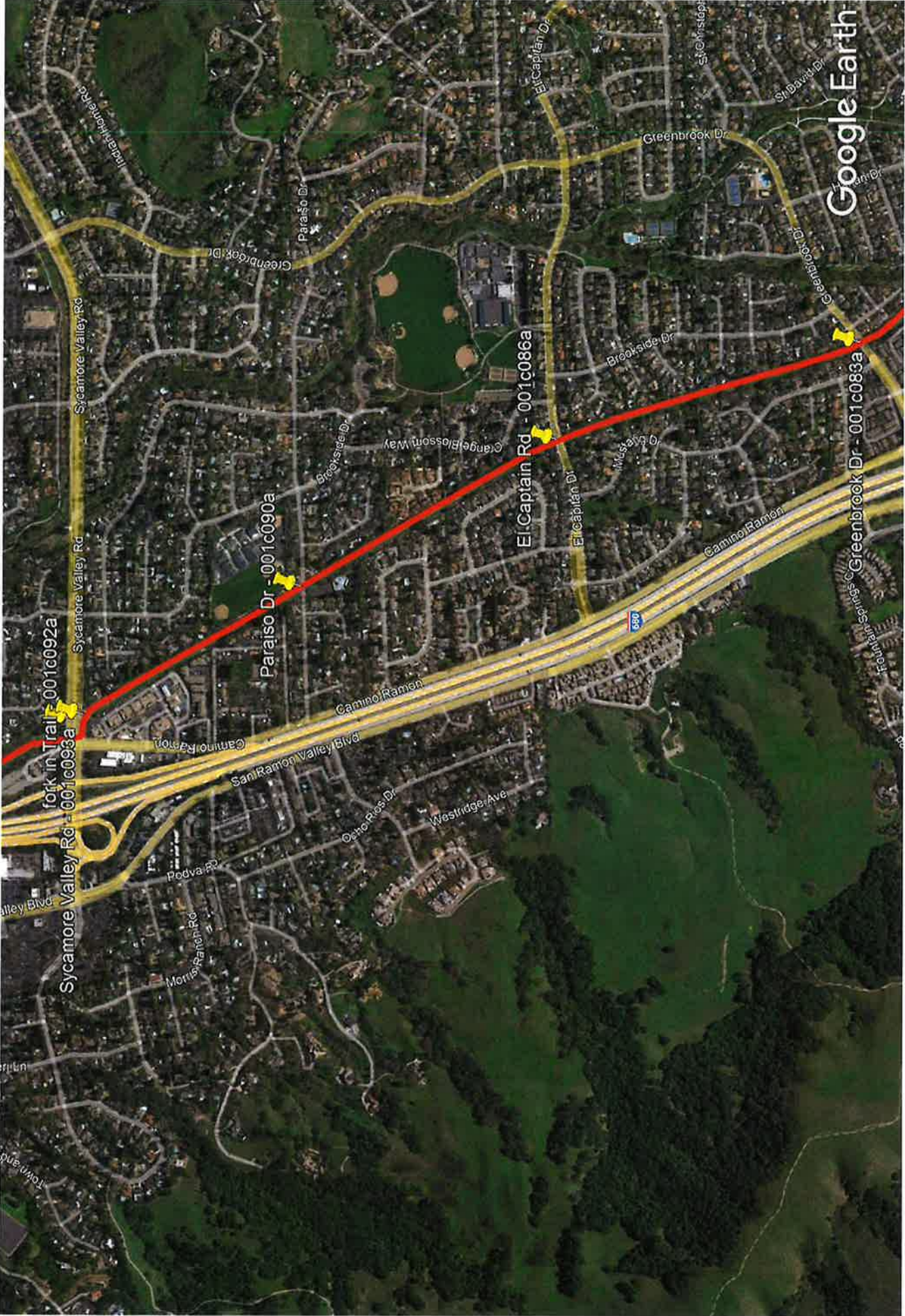
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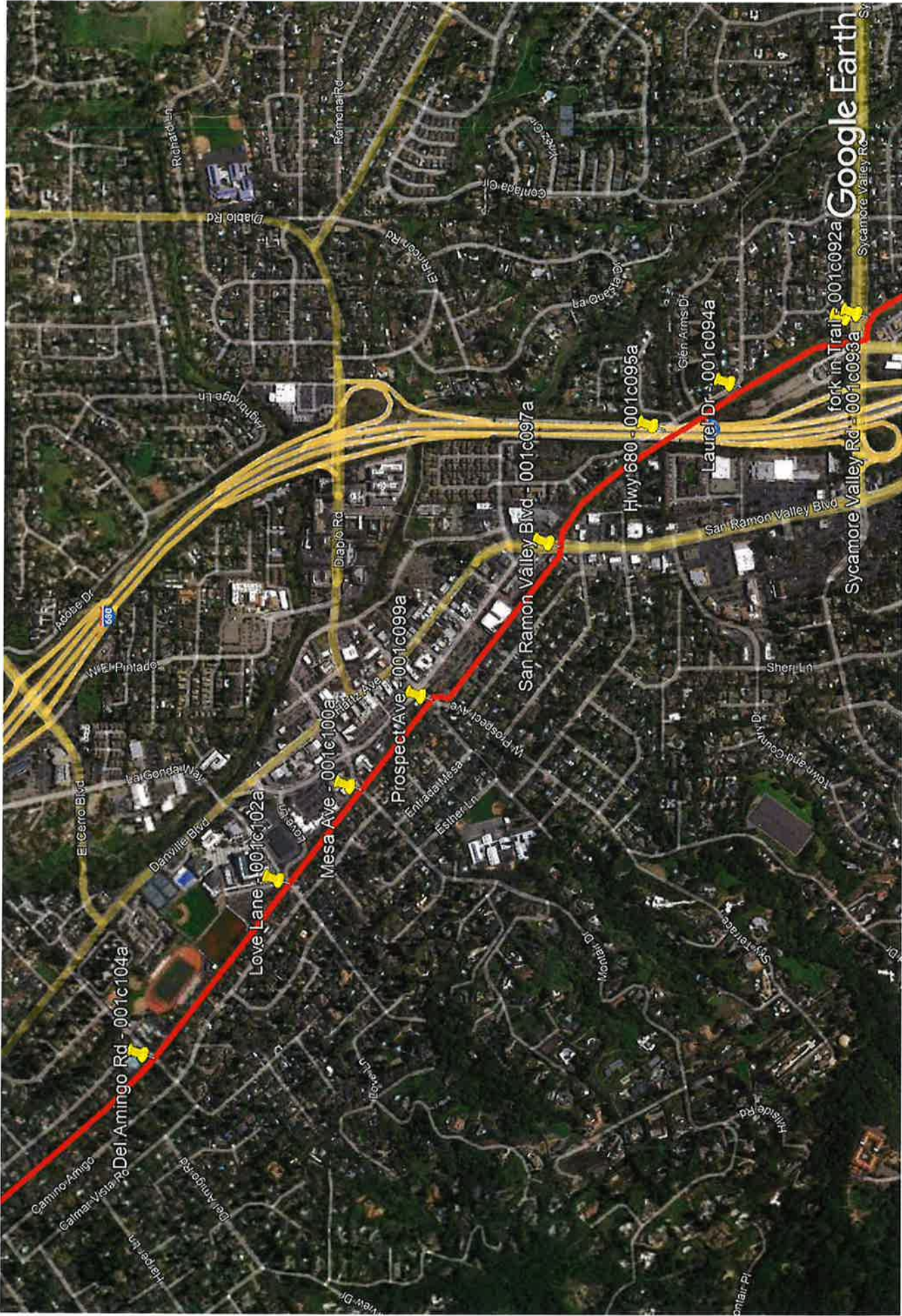
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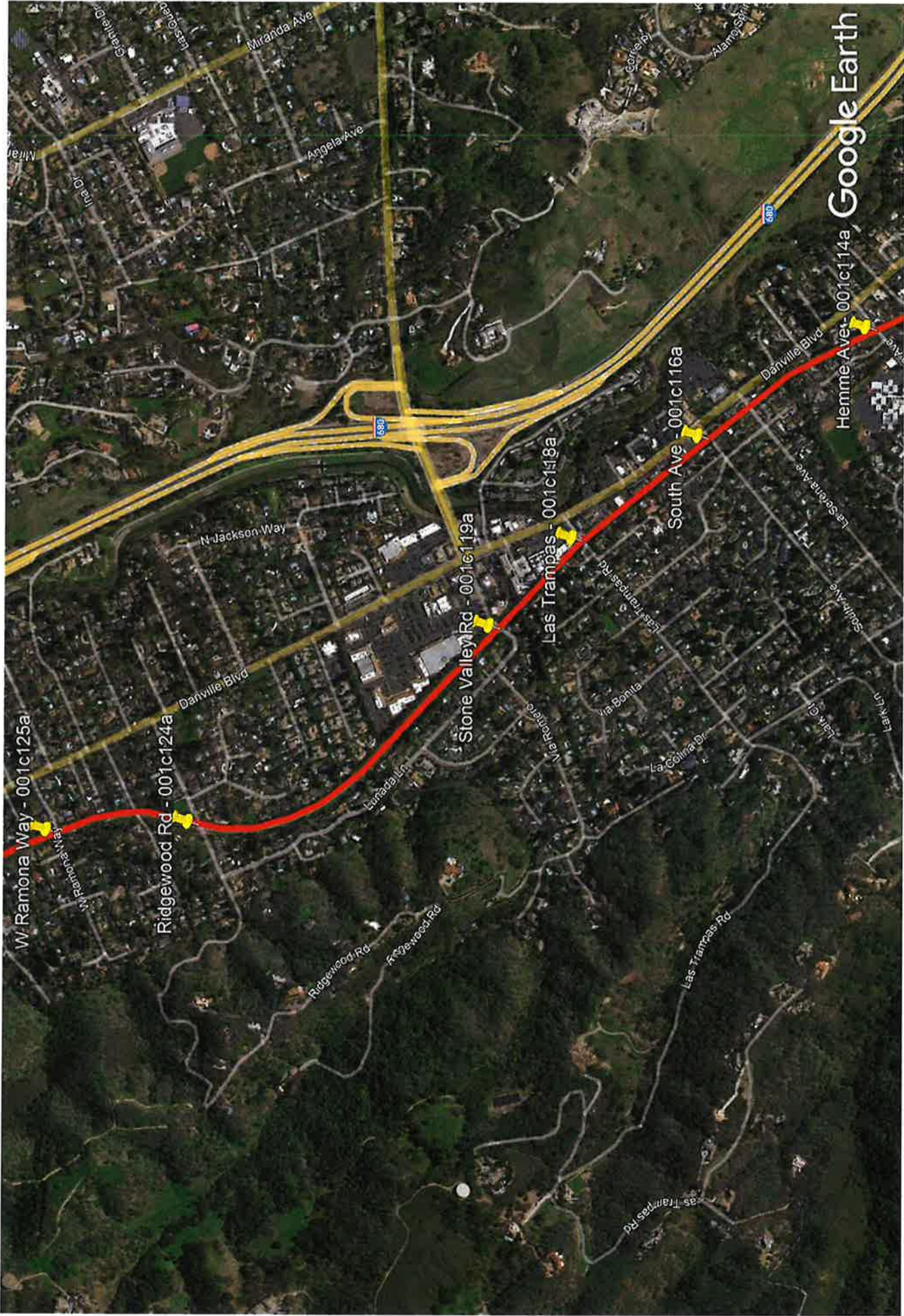
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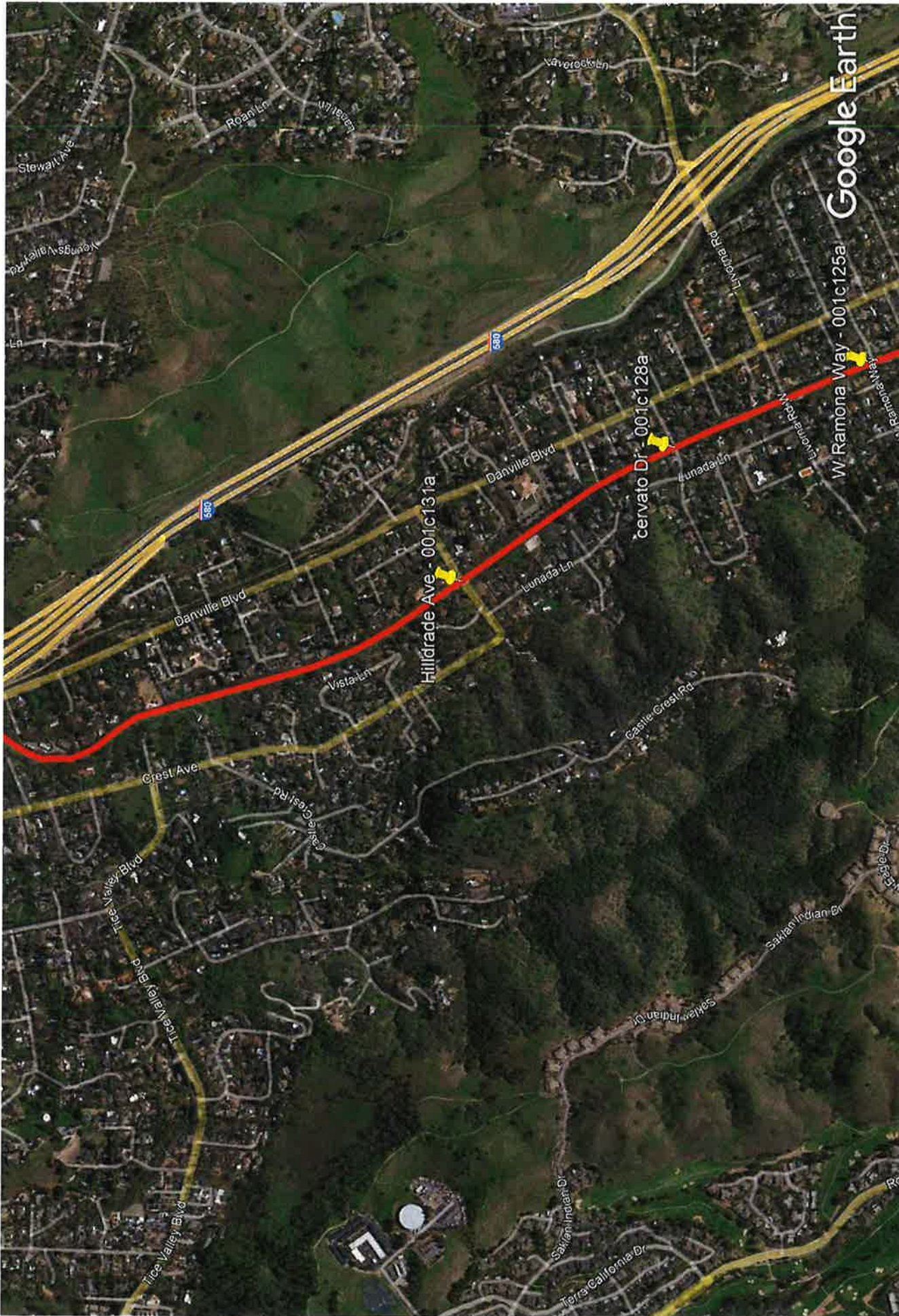
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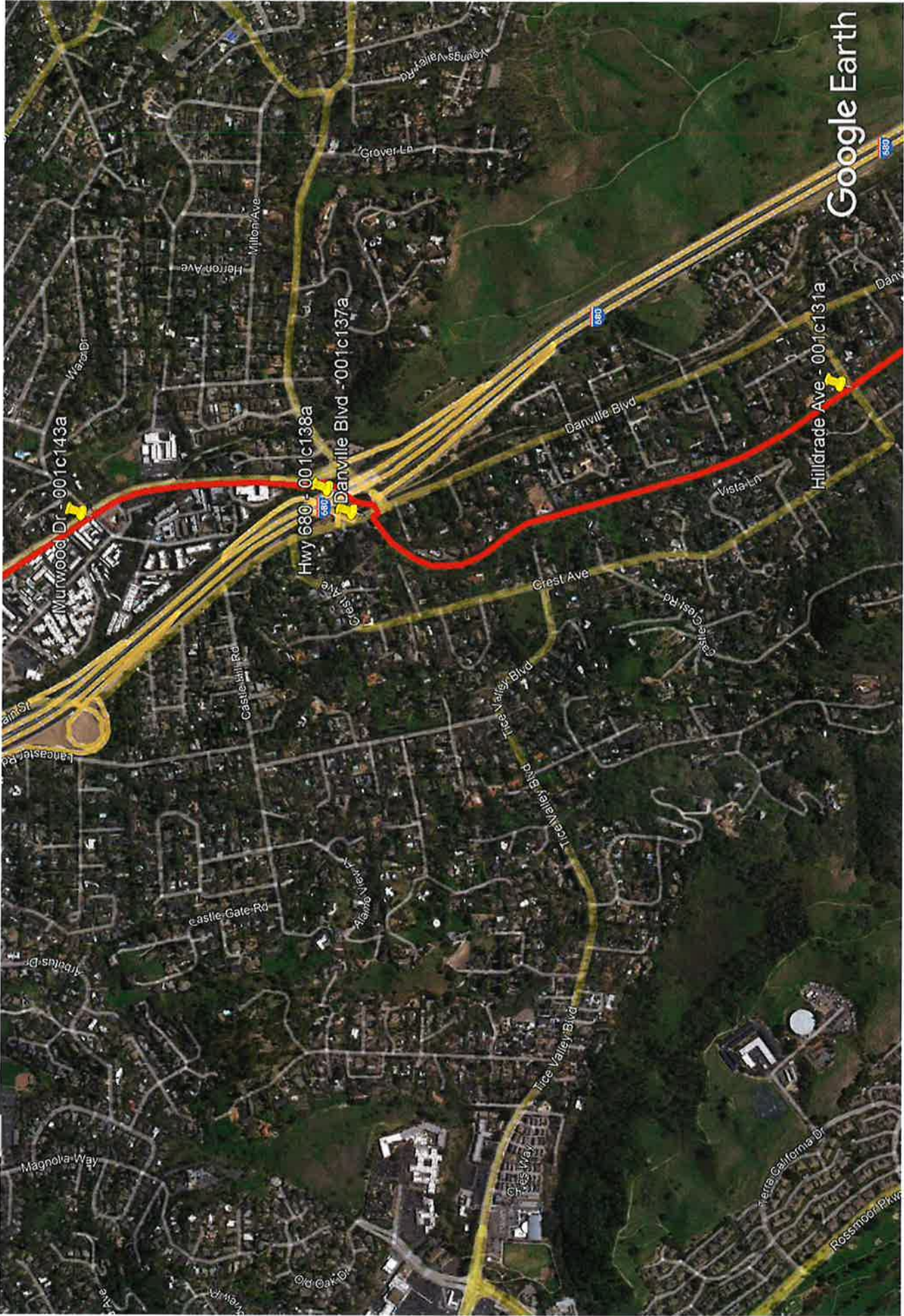
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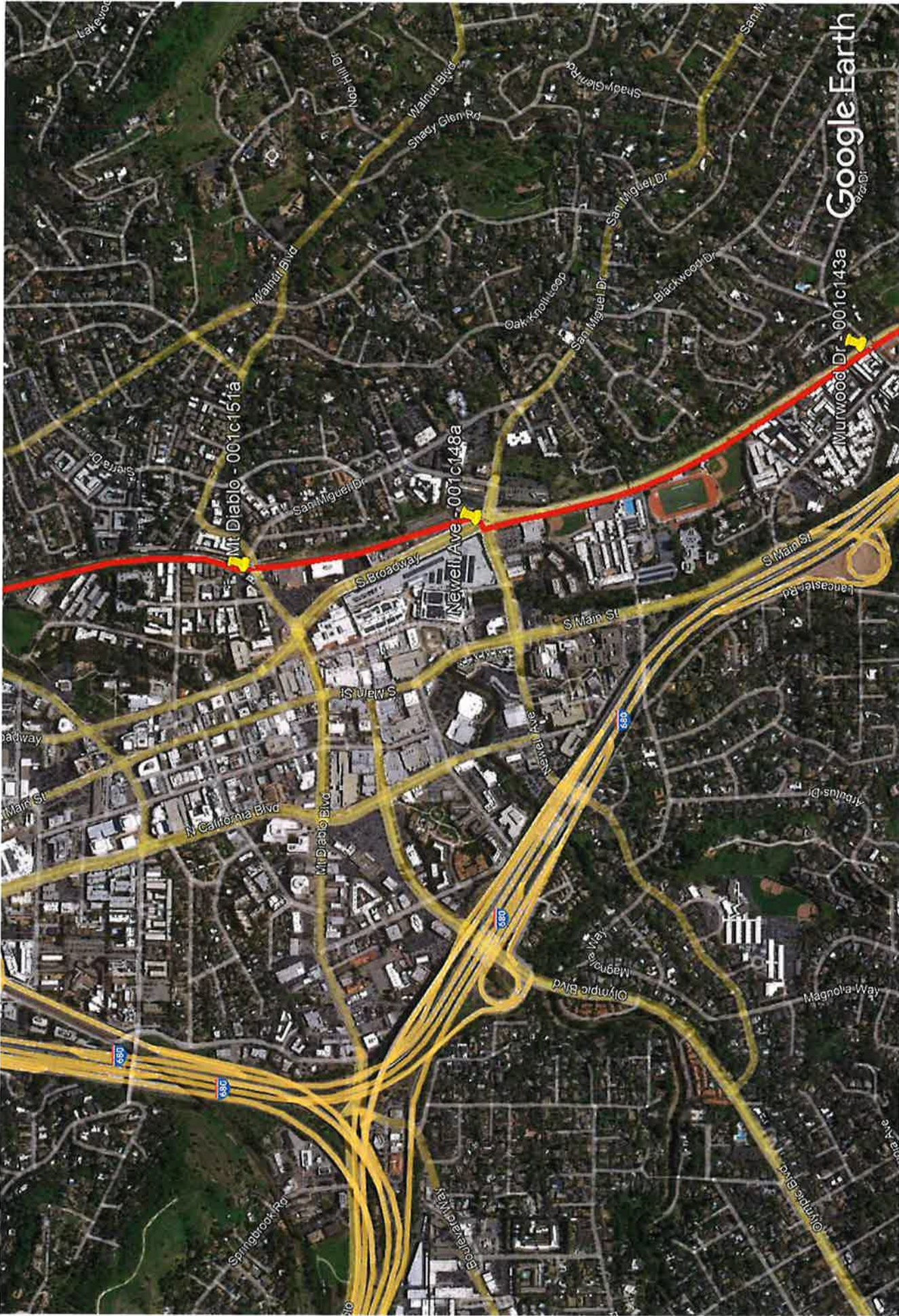
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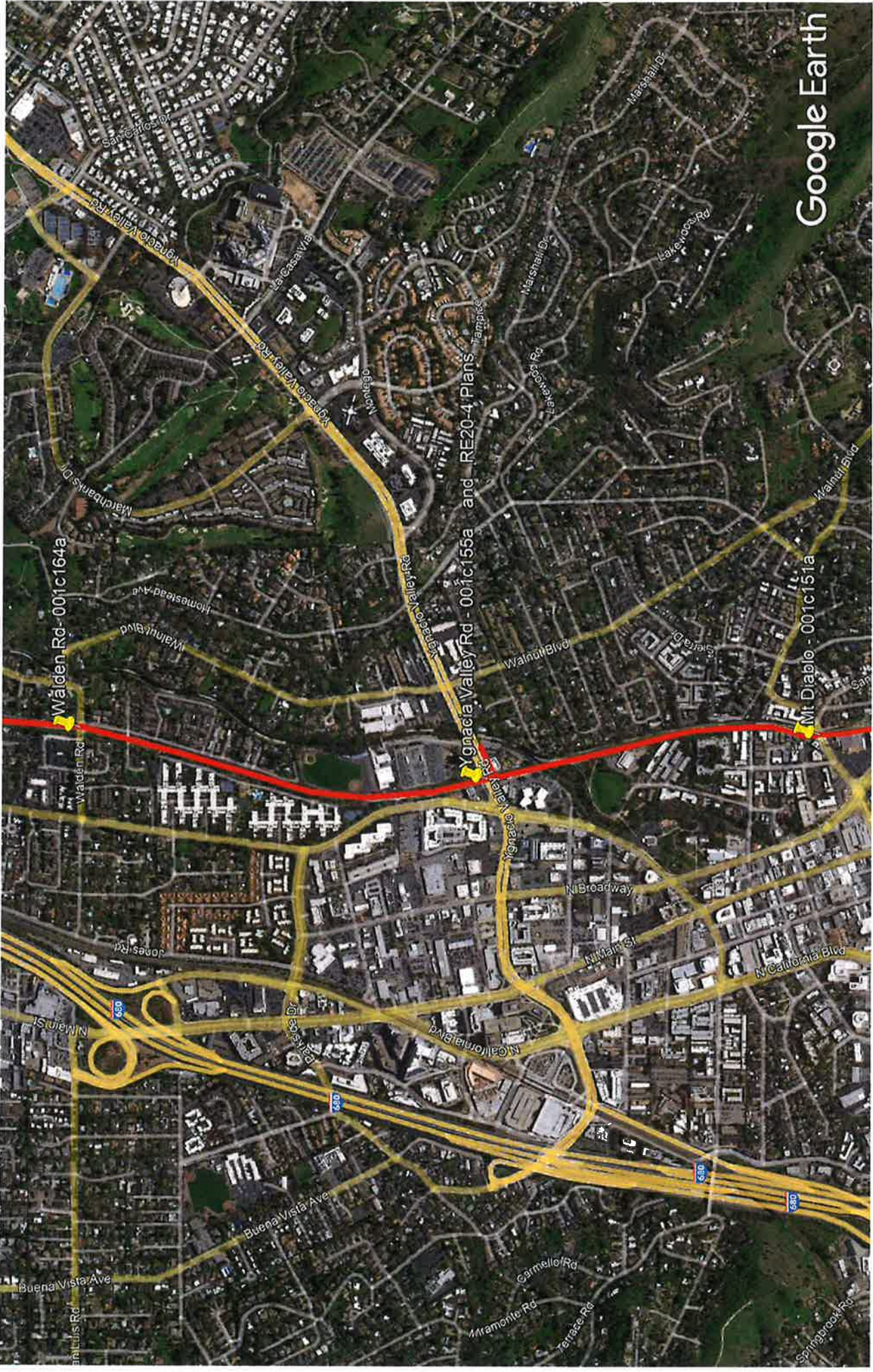
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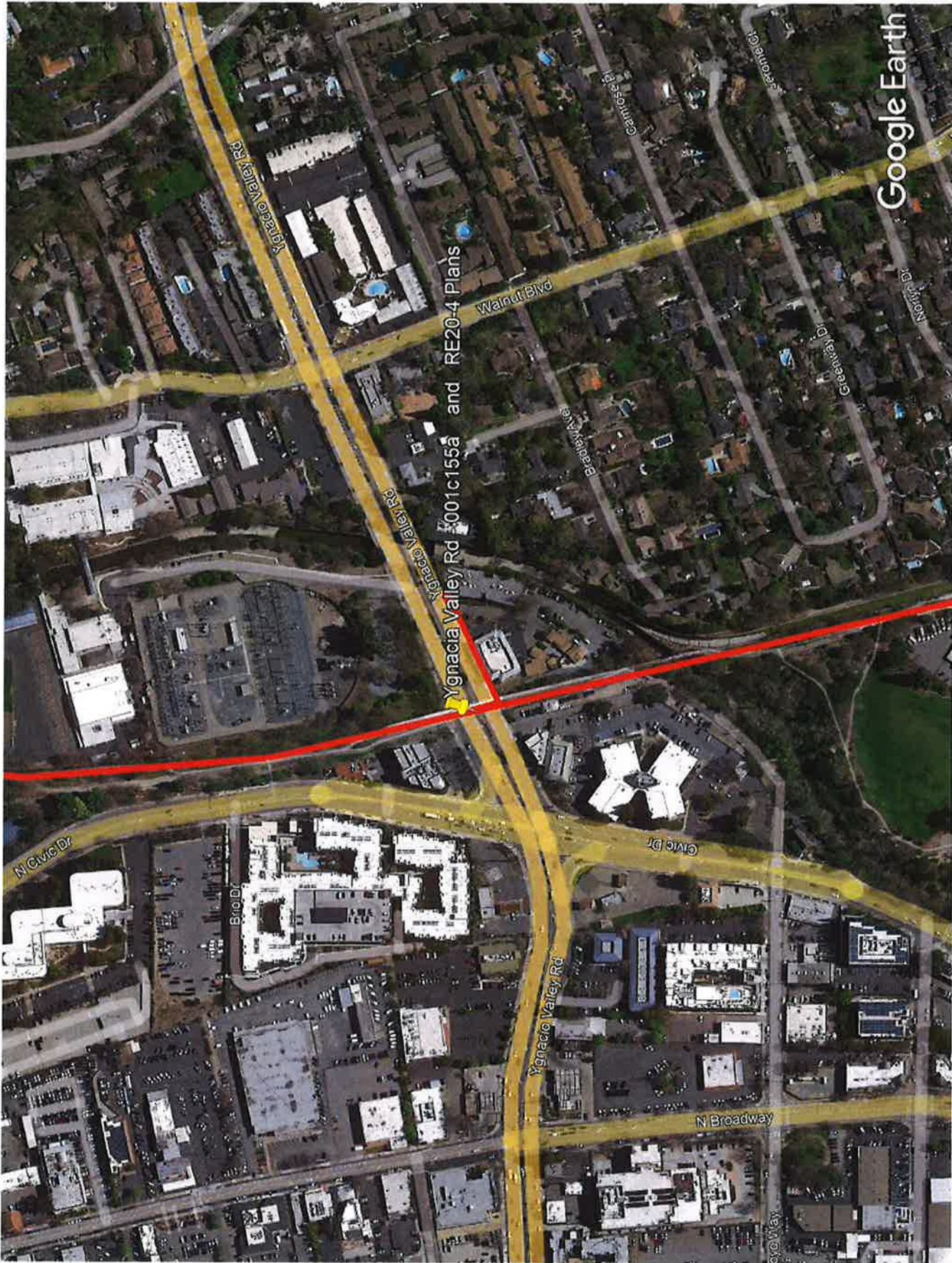
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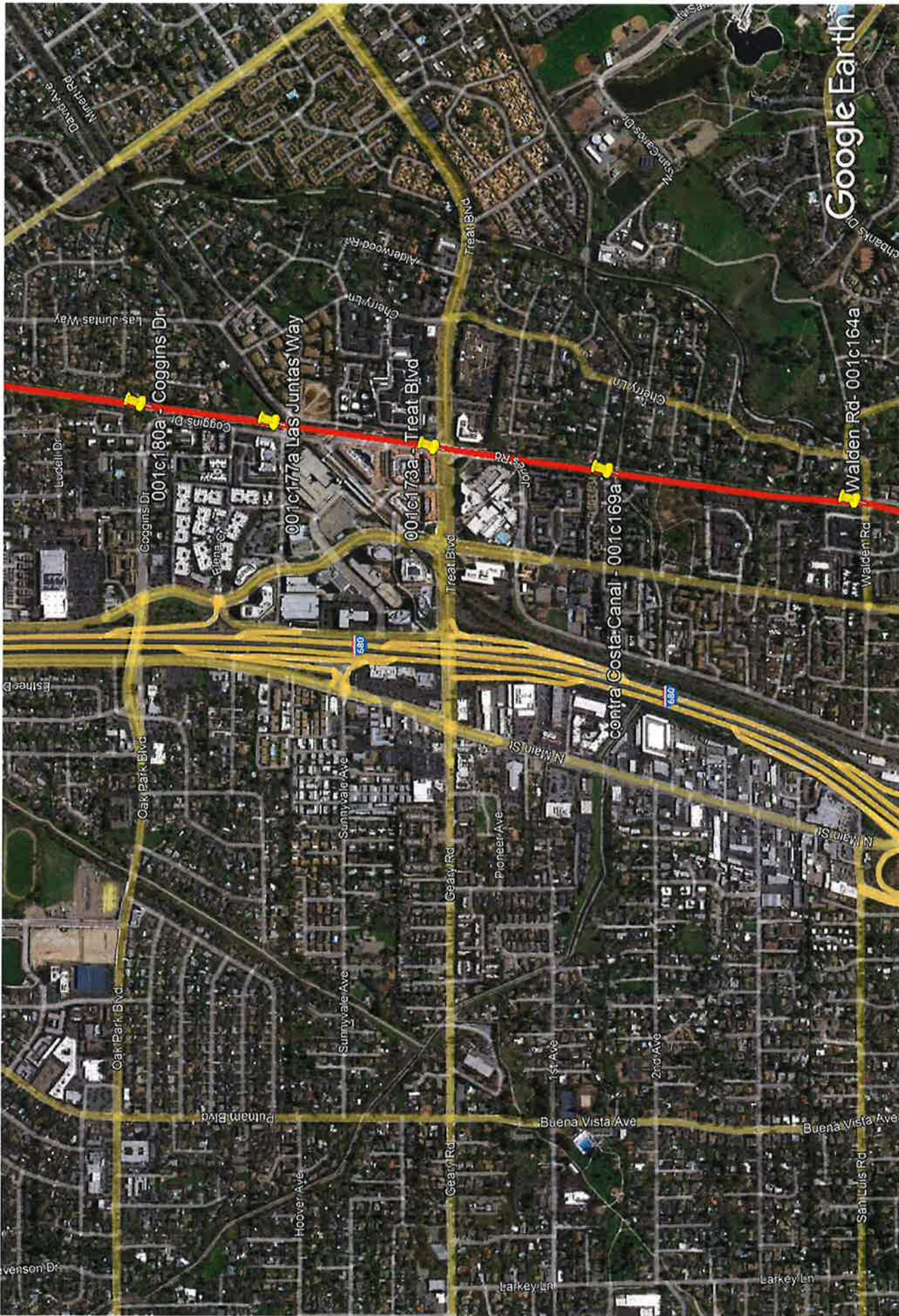
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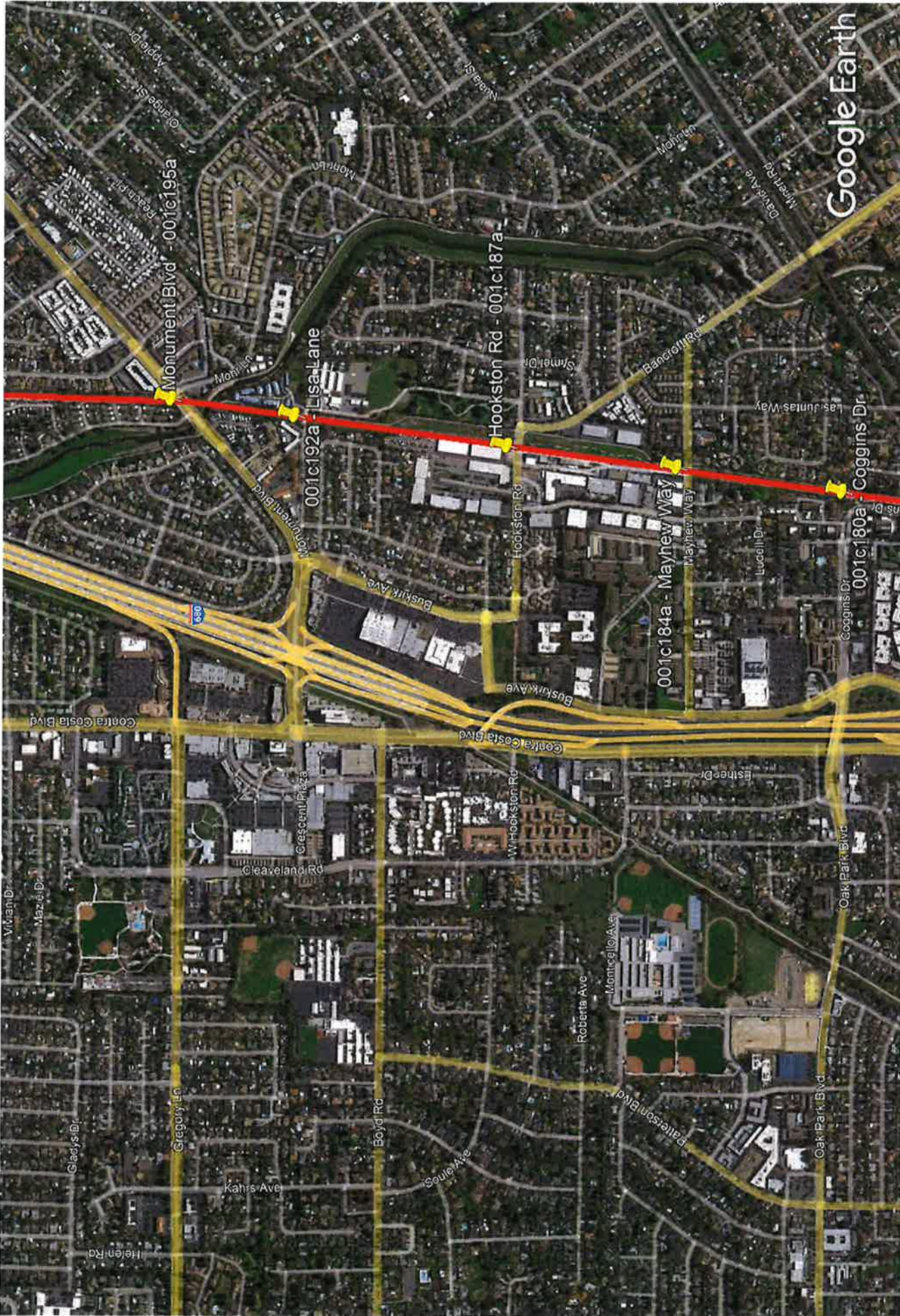
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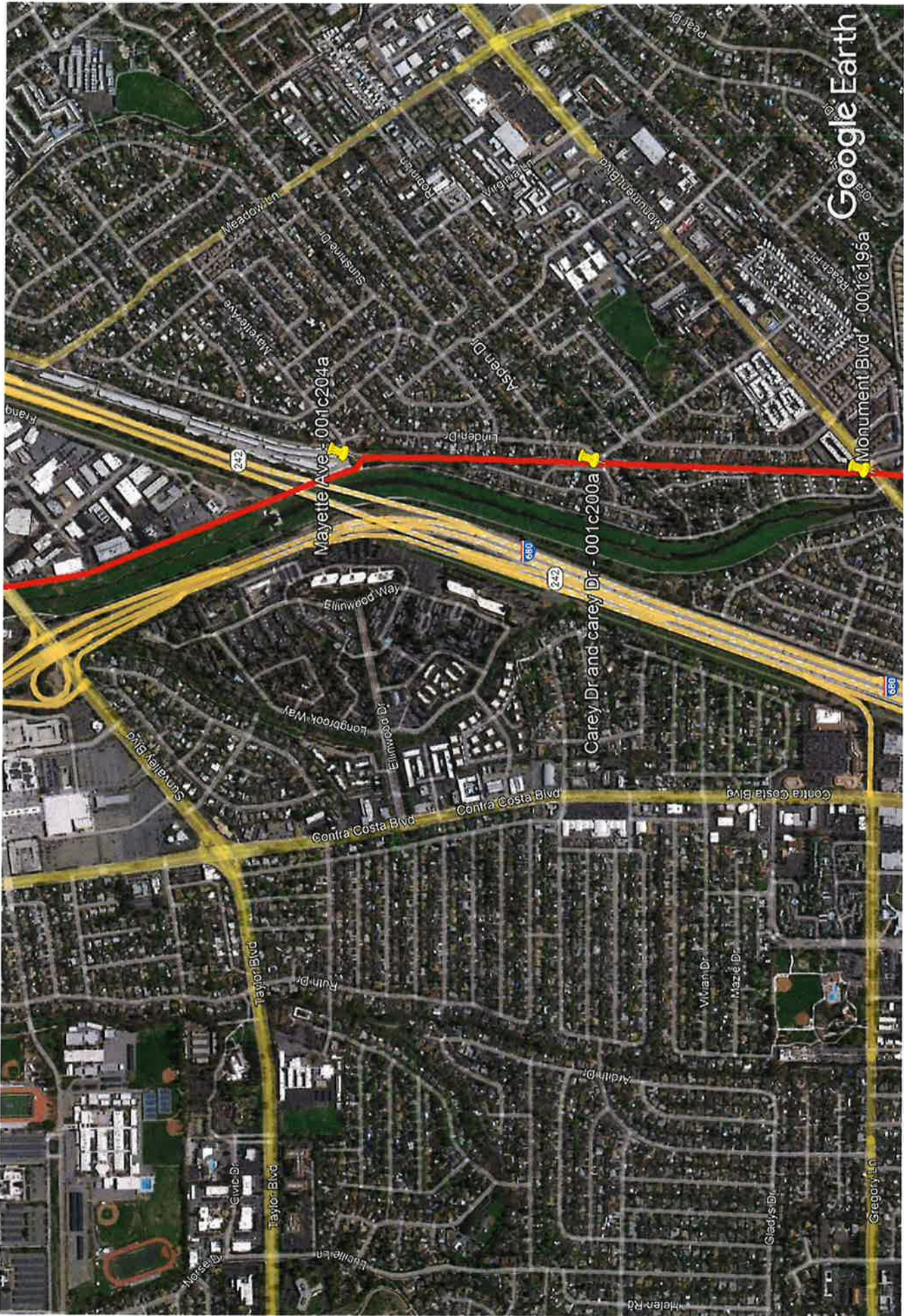
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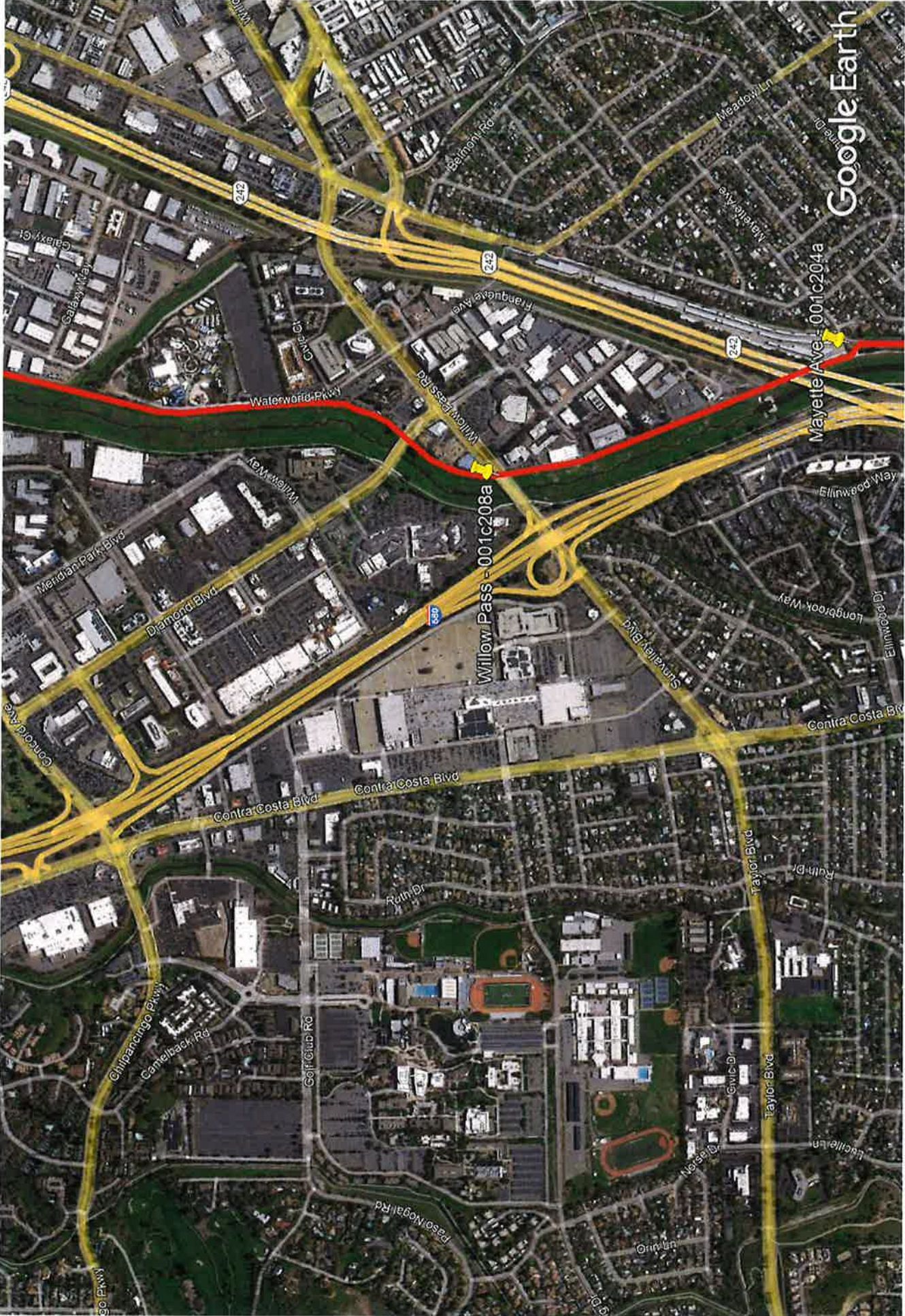
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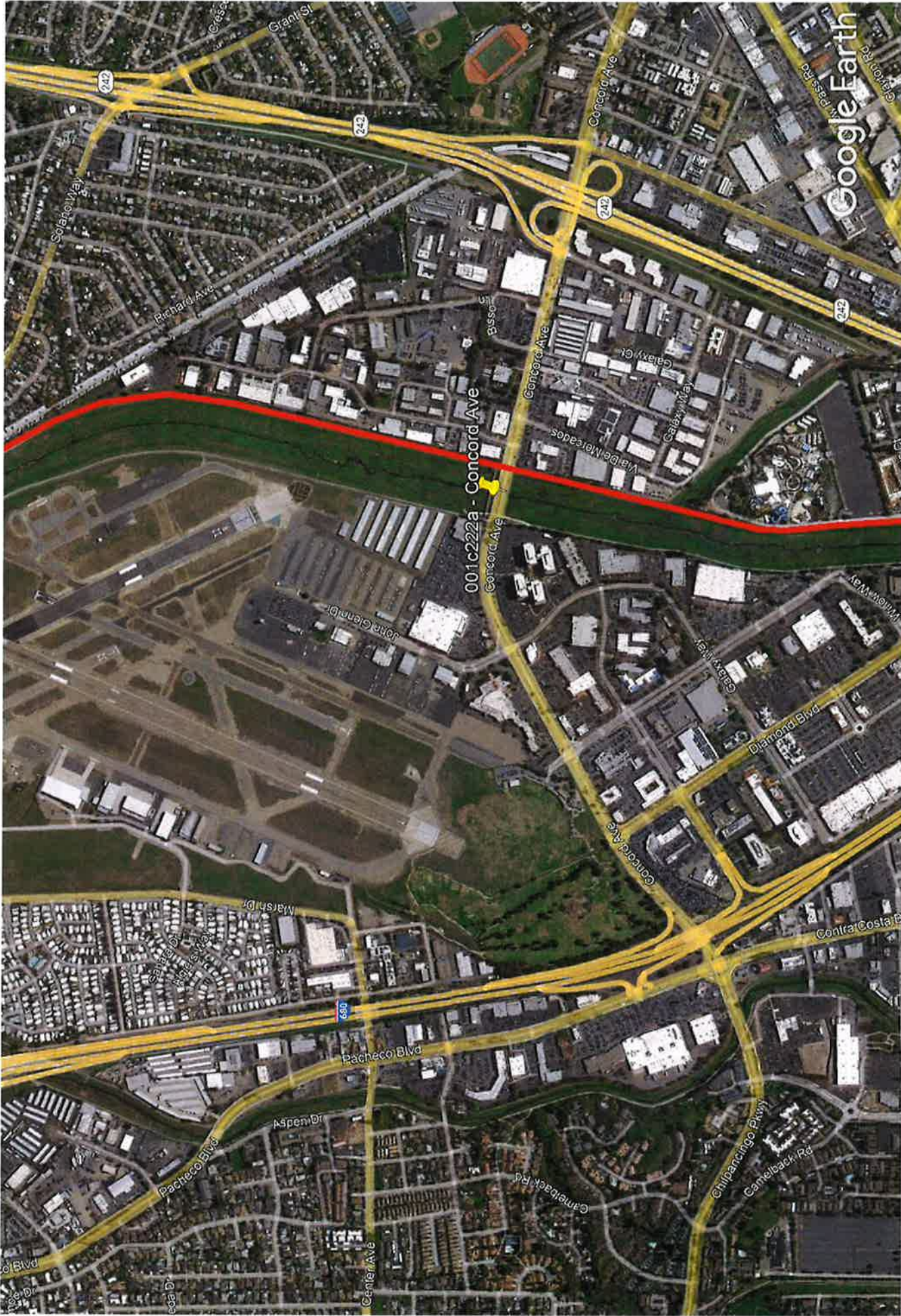
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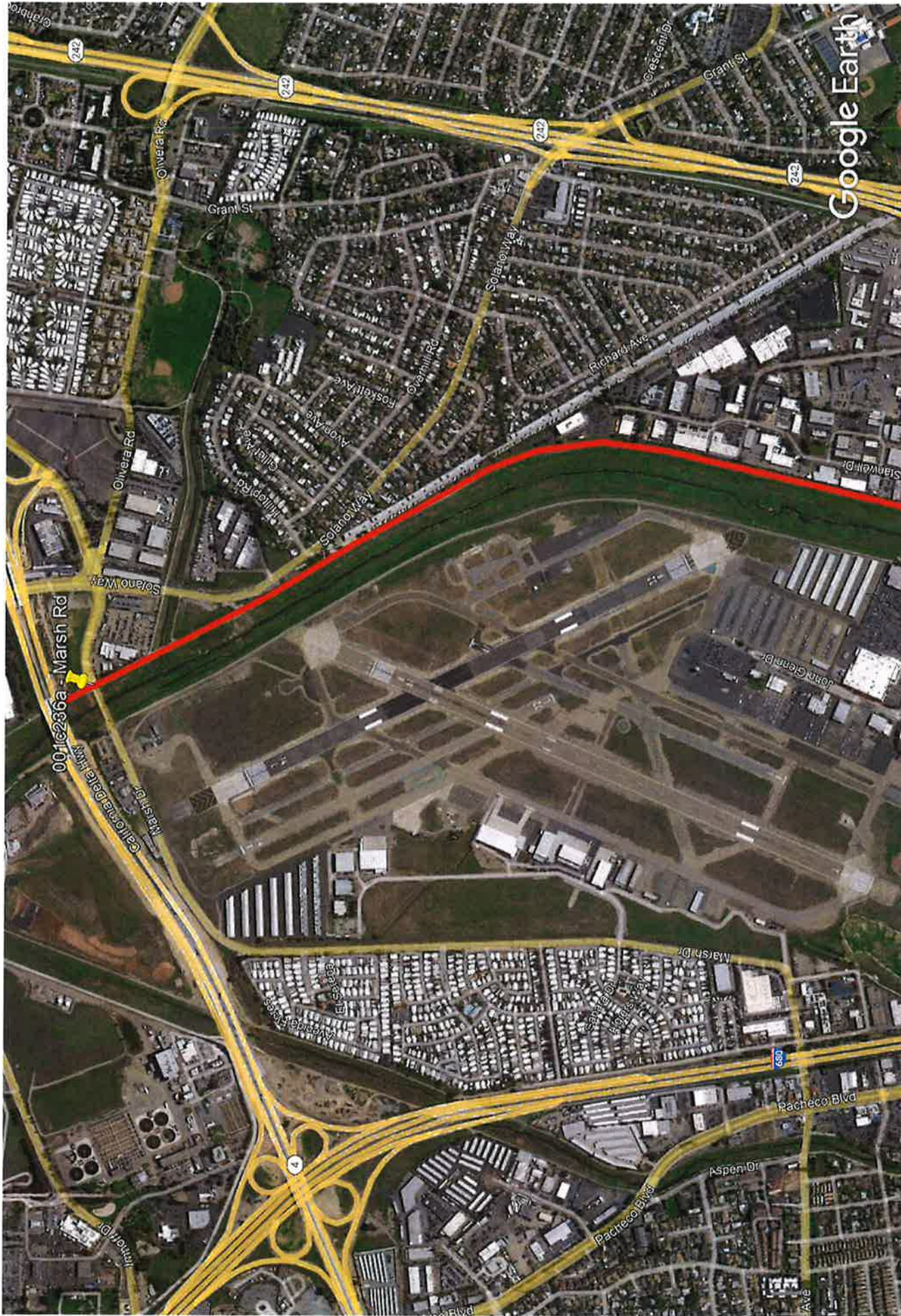
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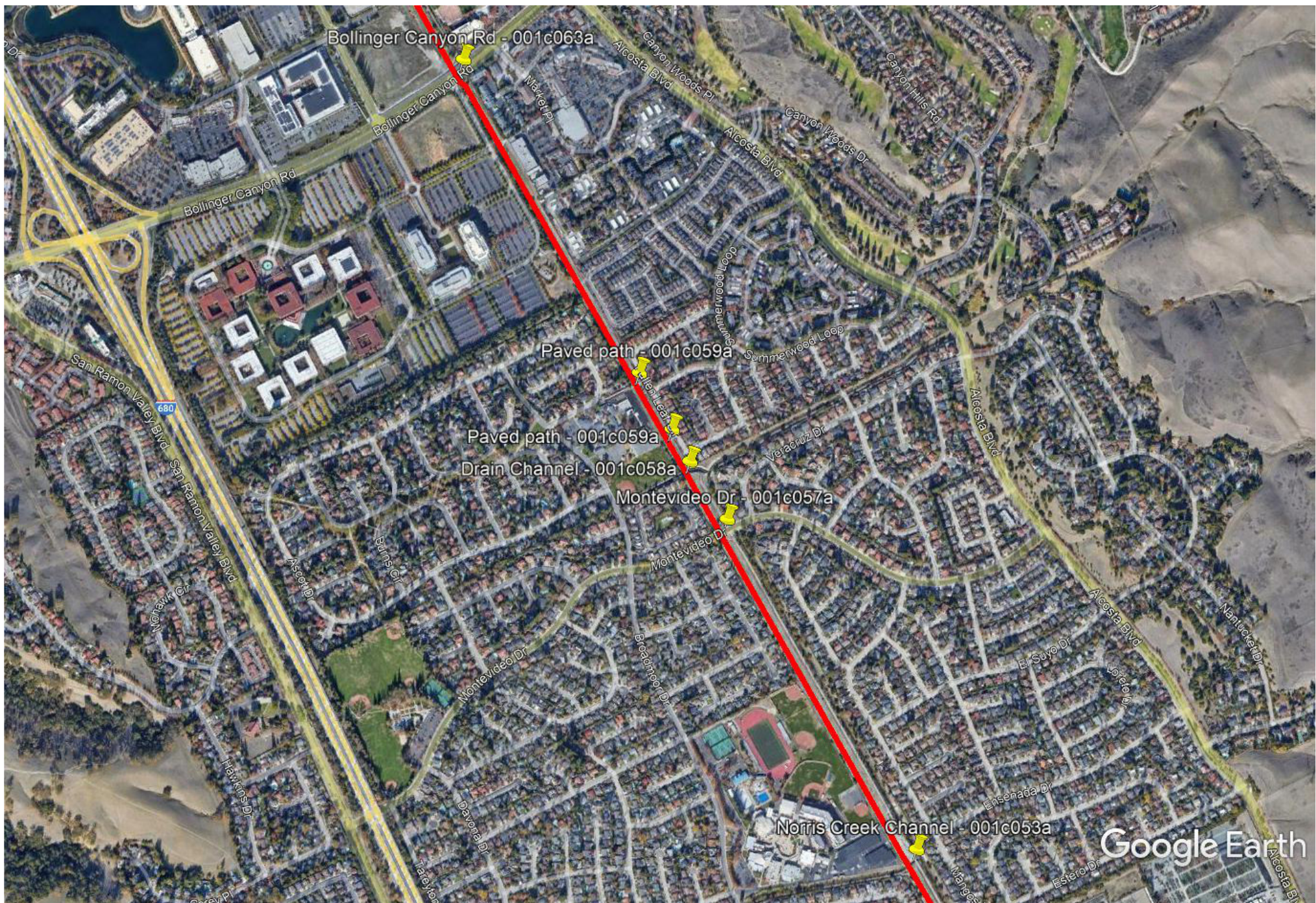
Exhibit A

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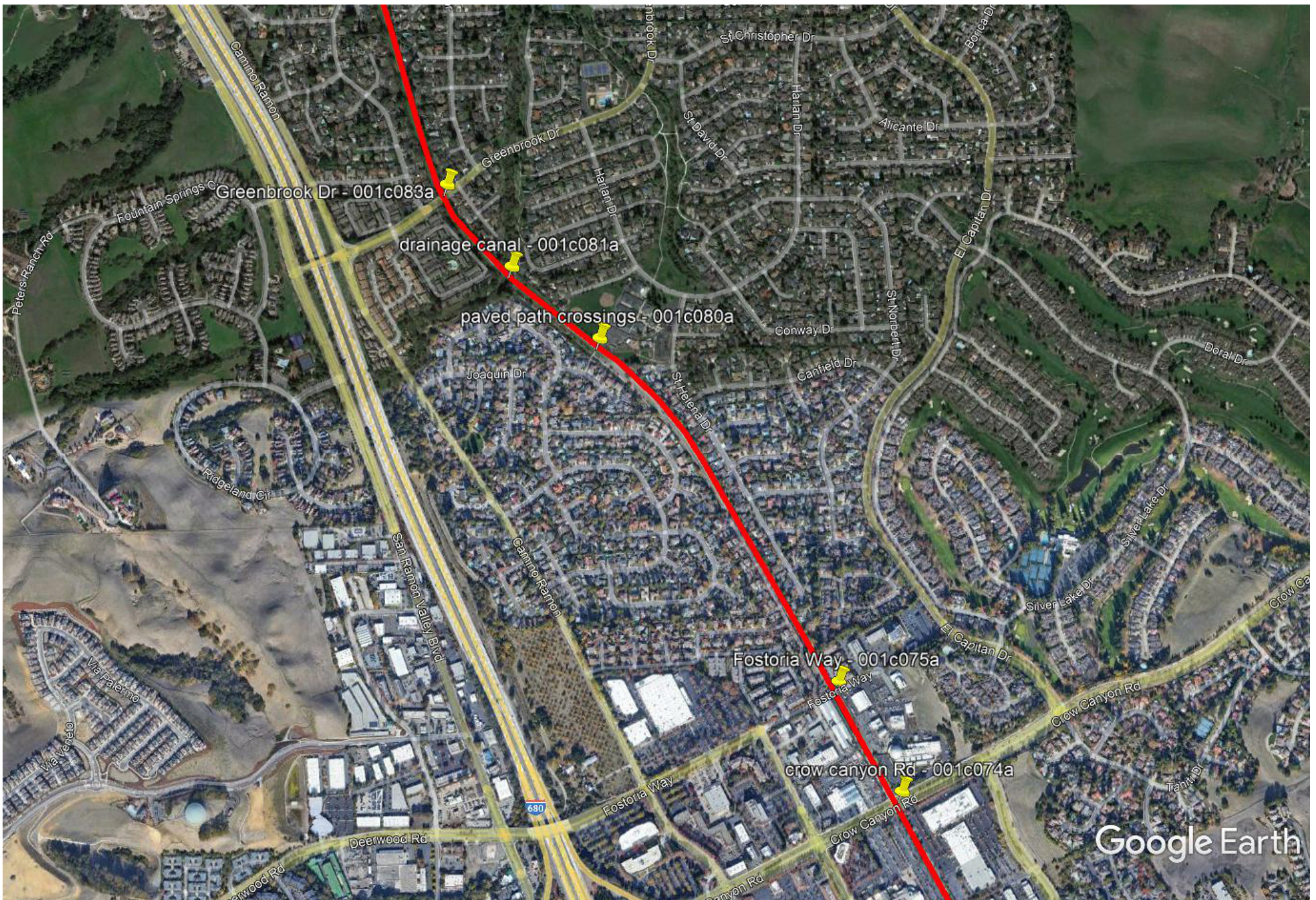
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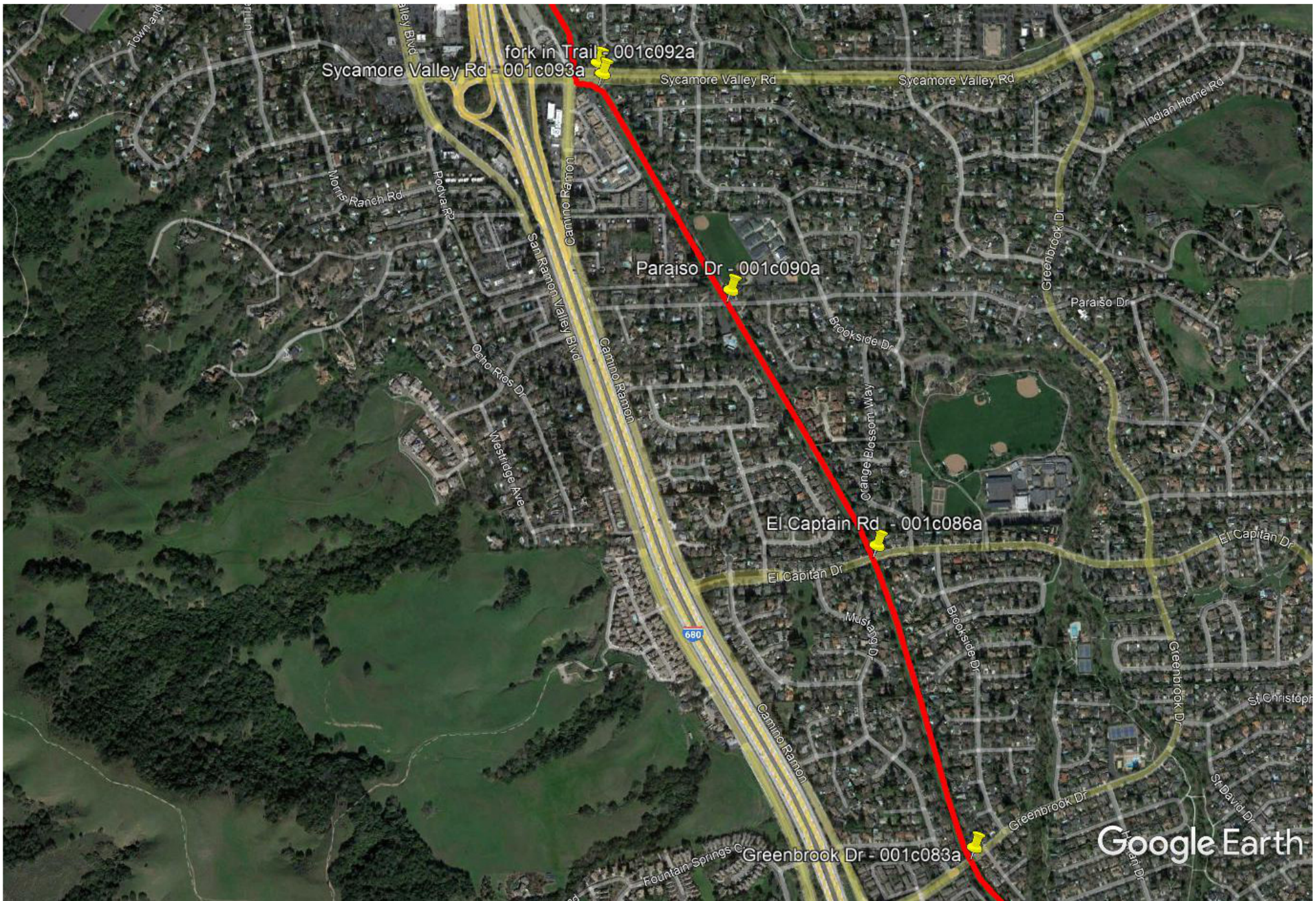
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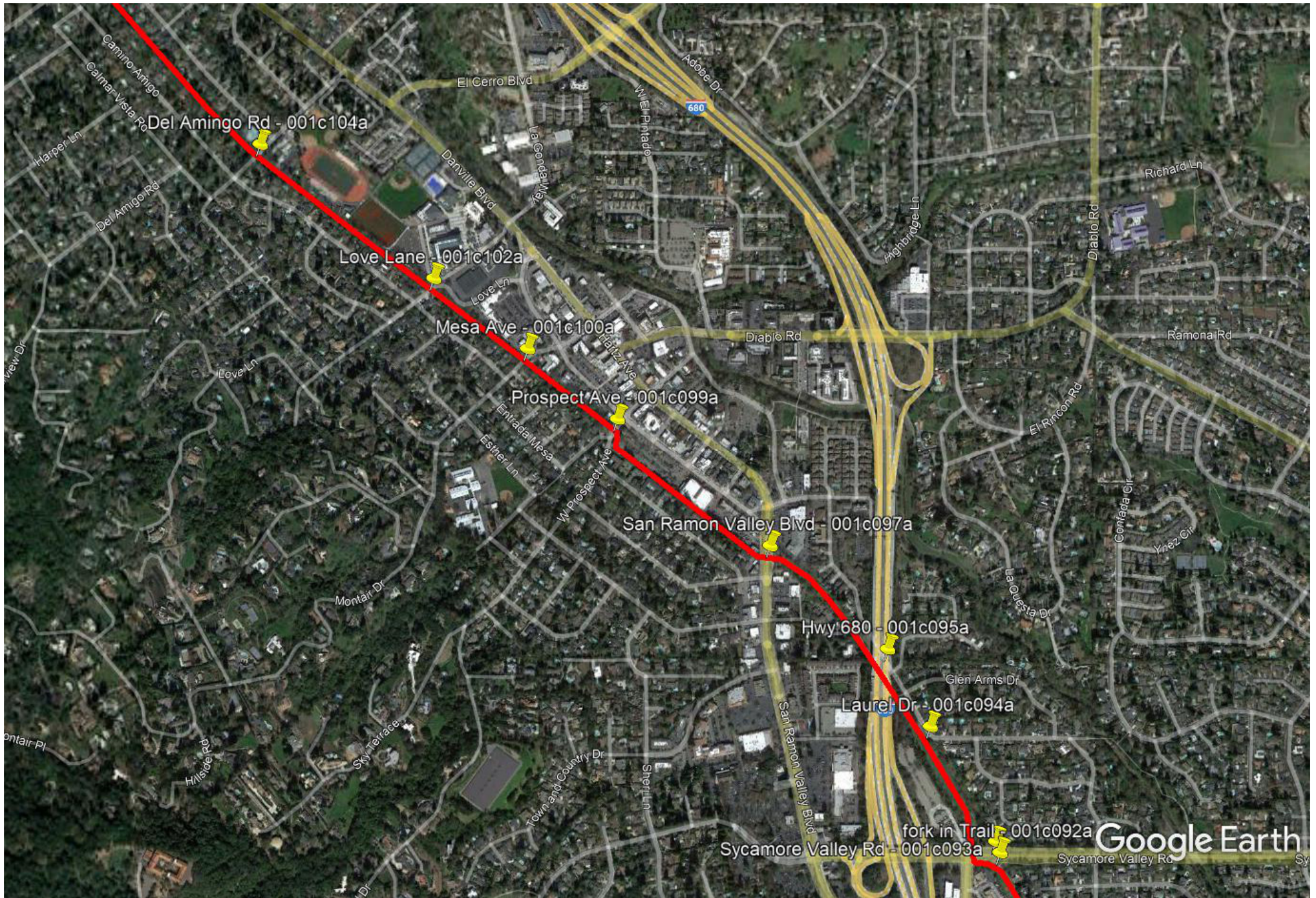
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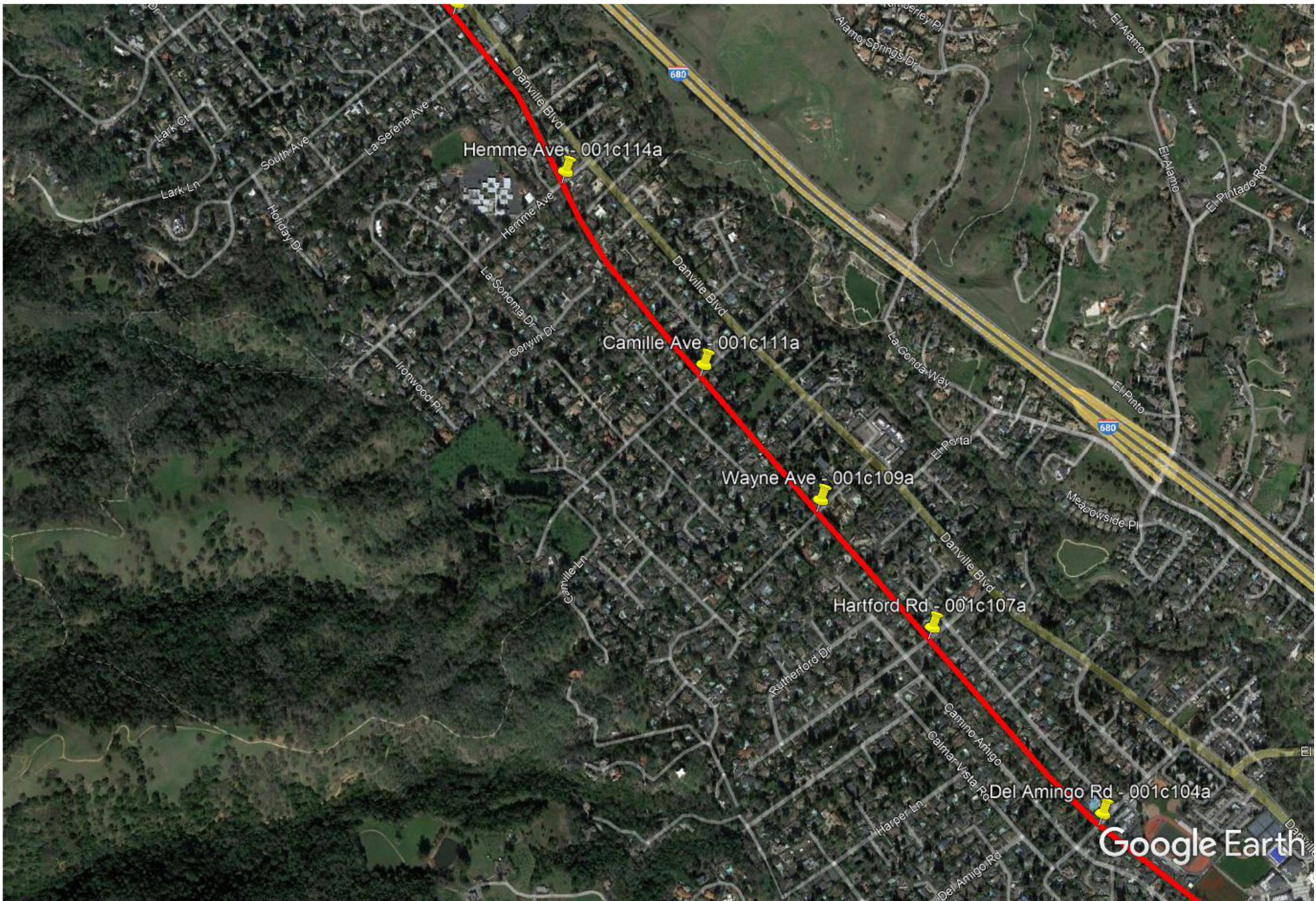
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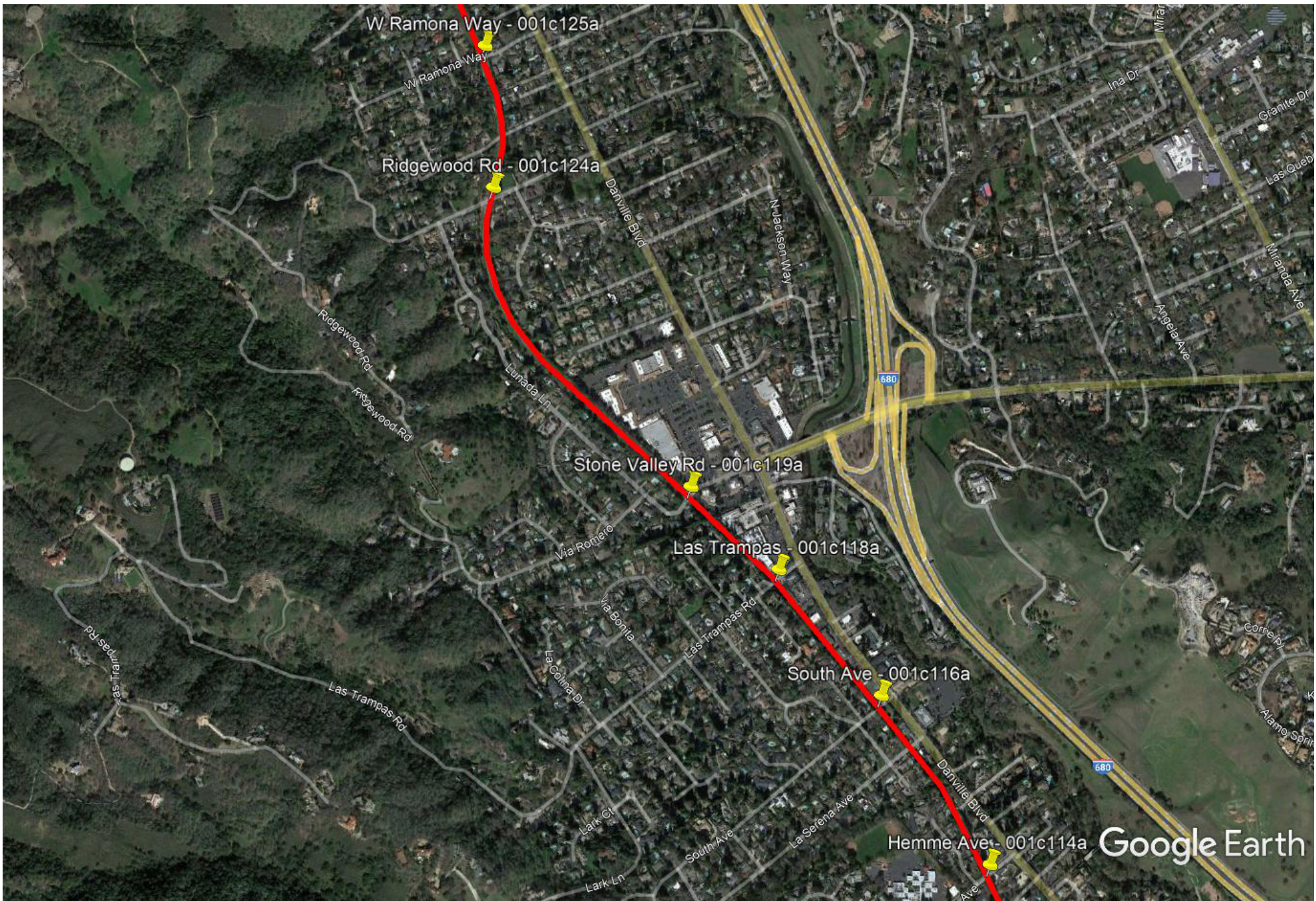
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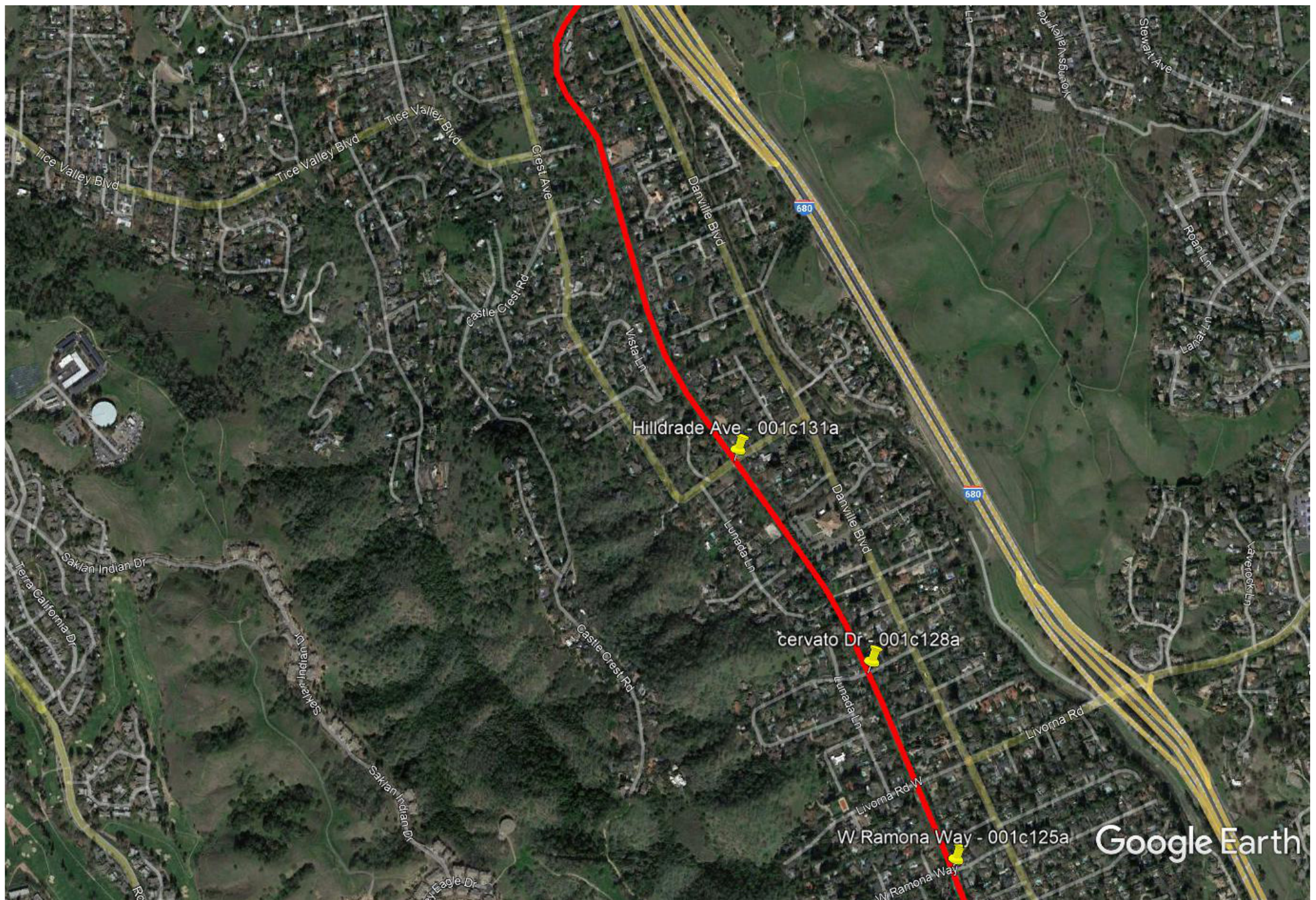
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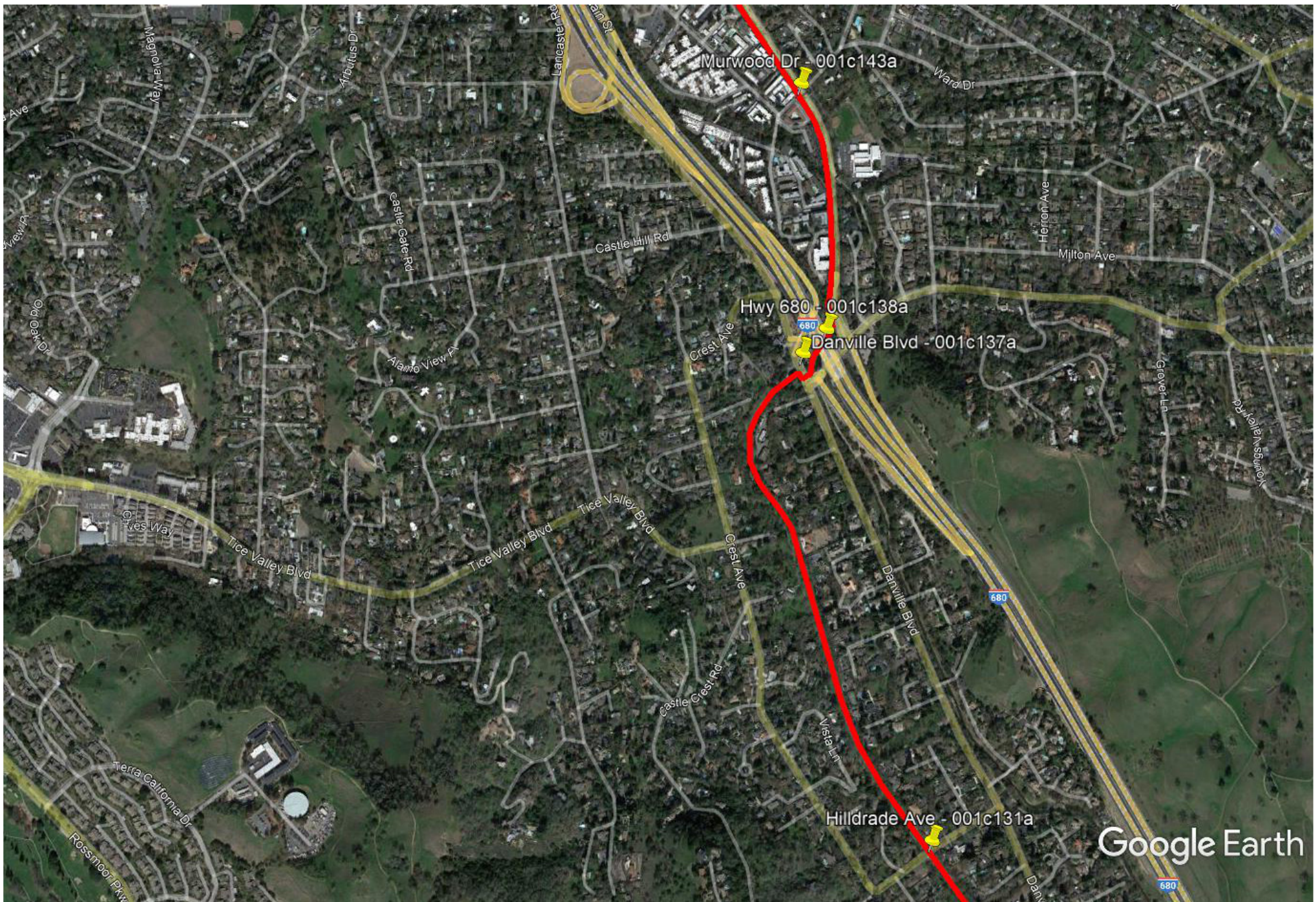
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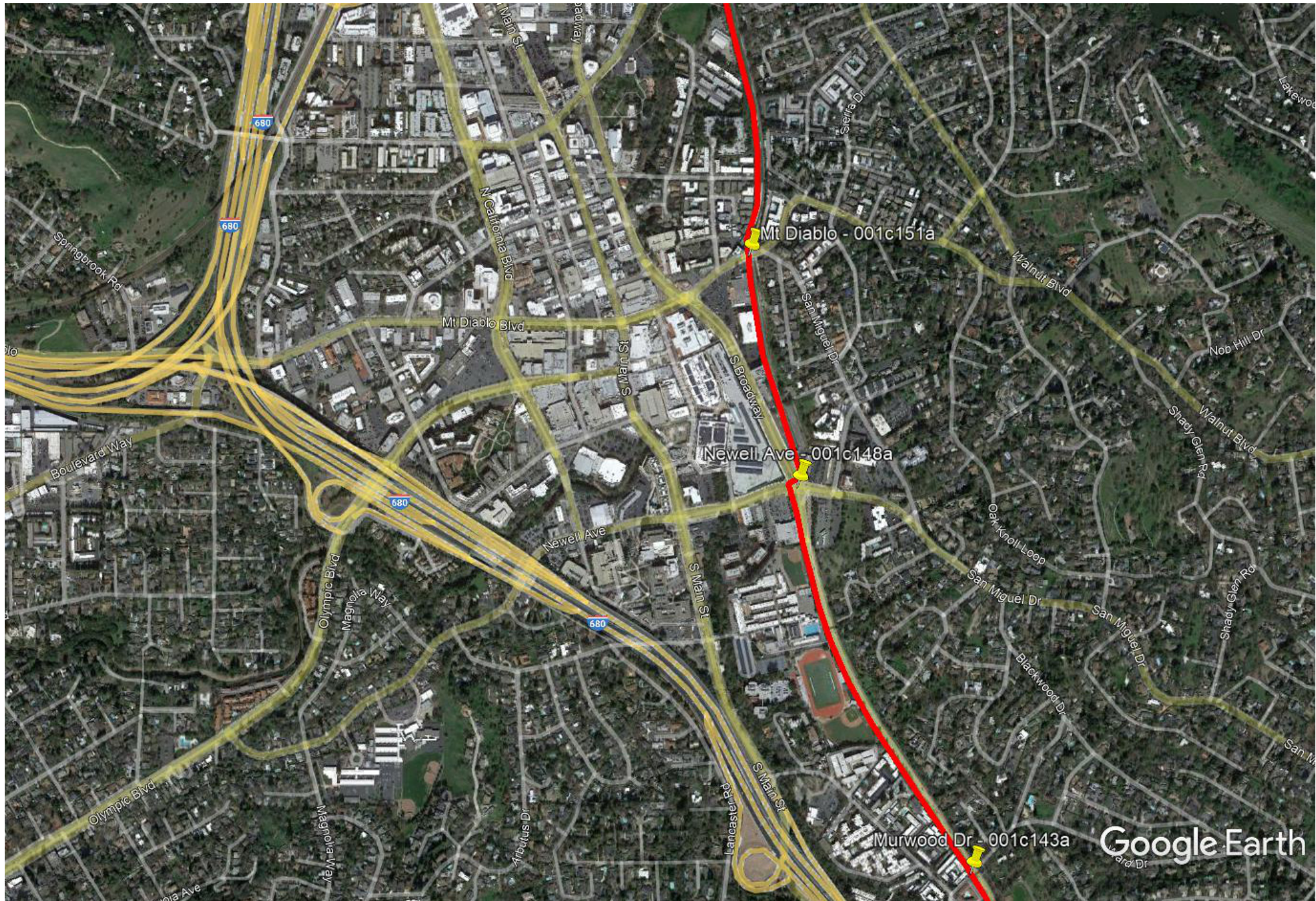
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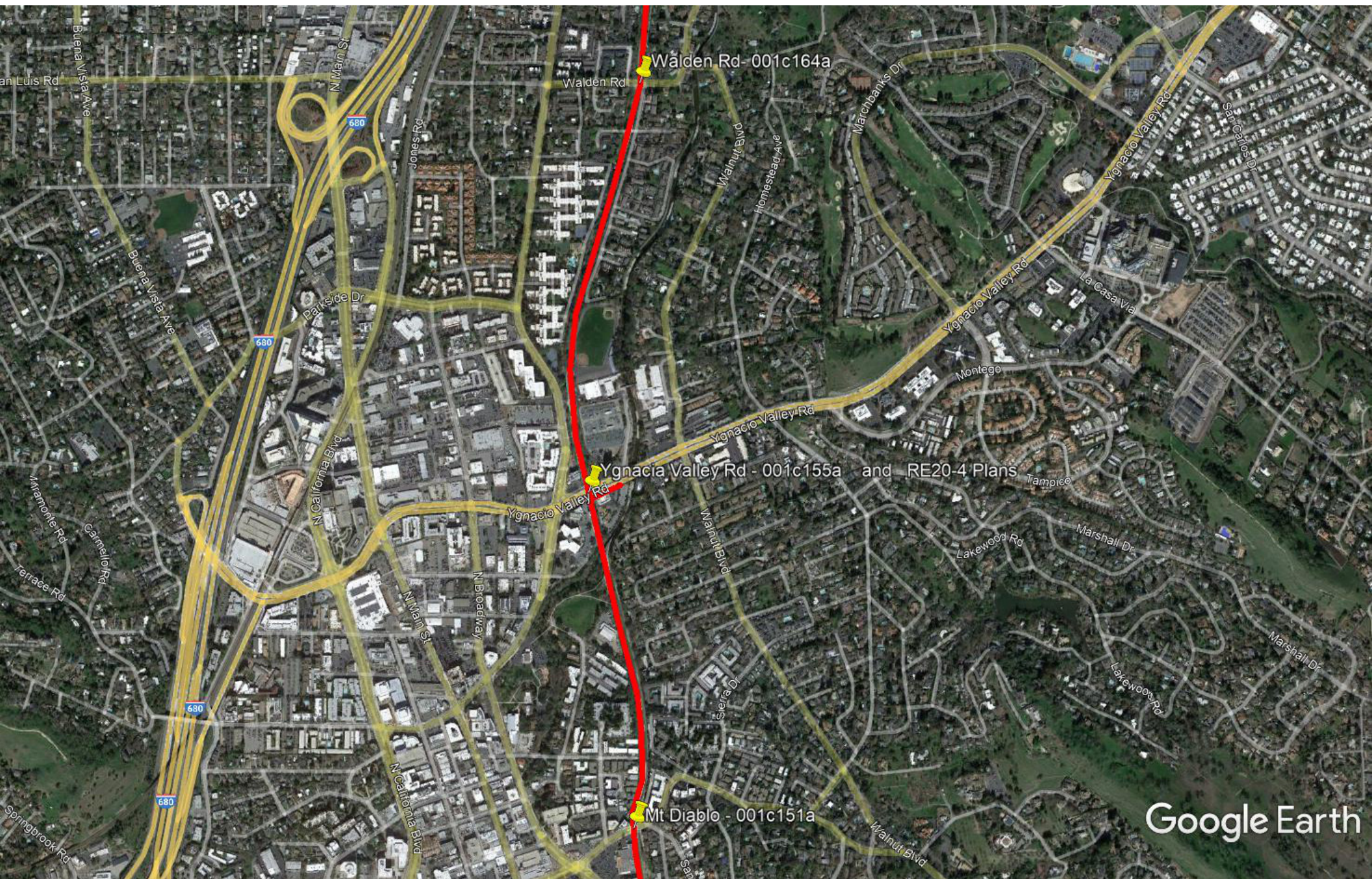
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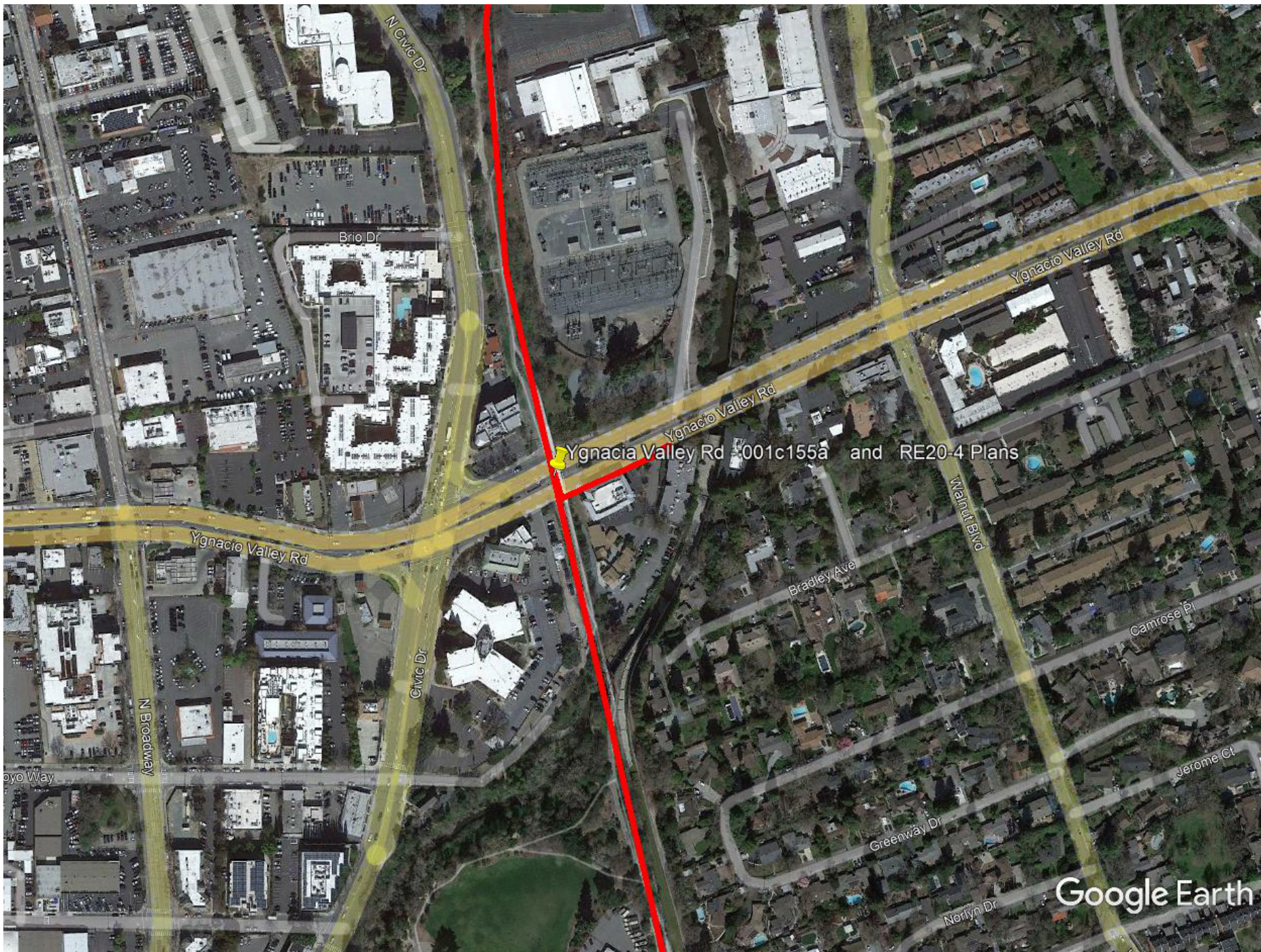
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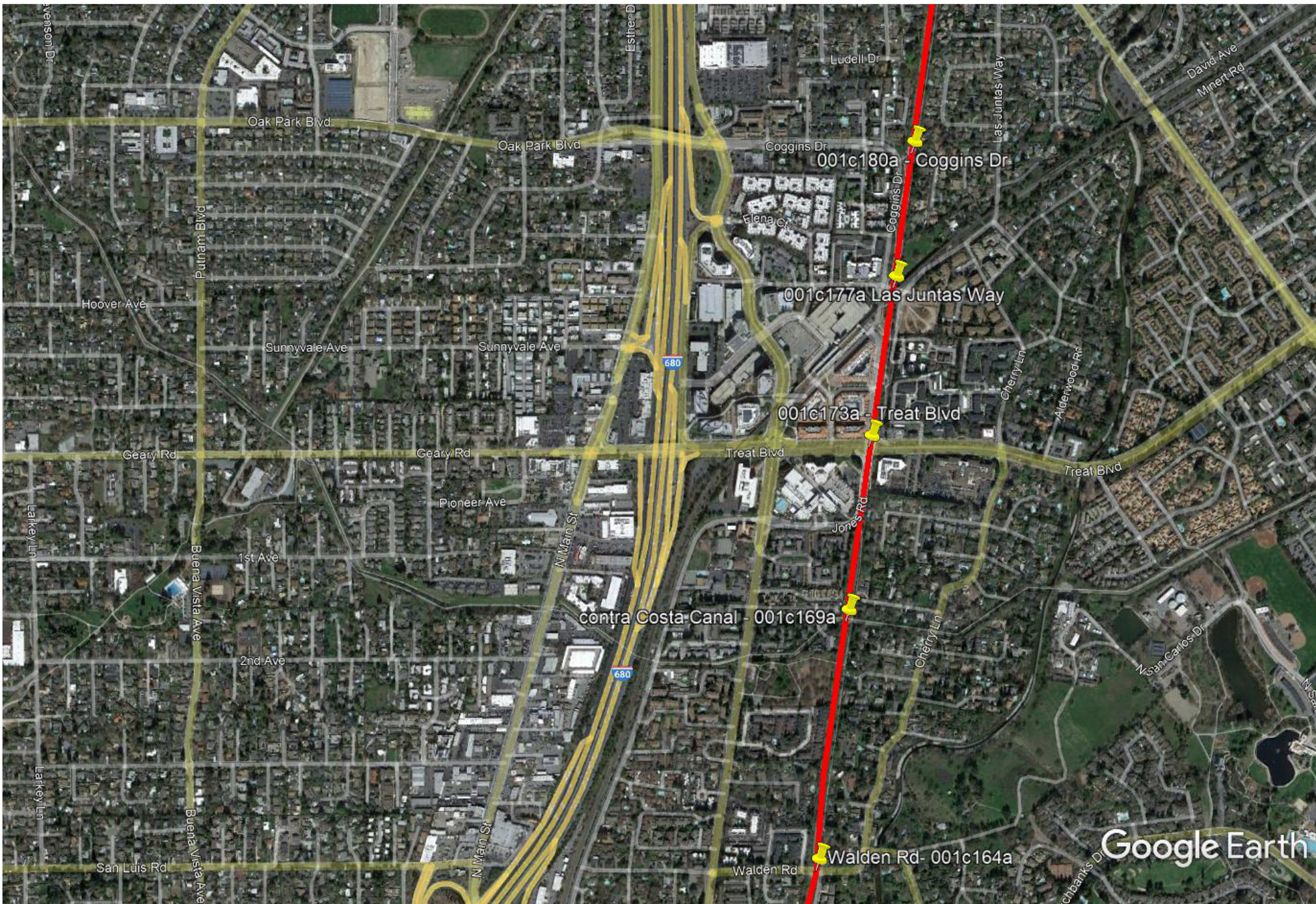
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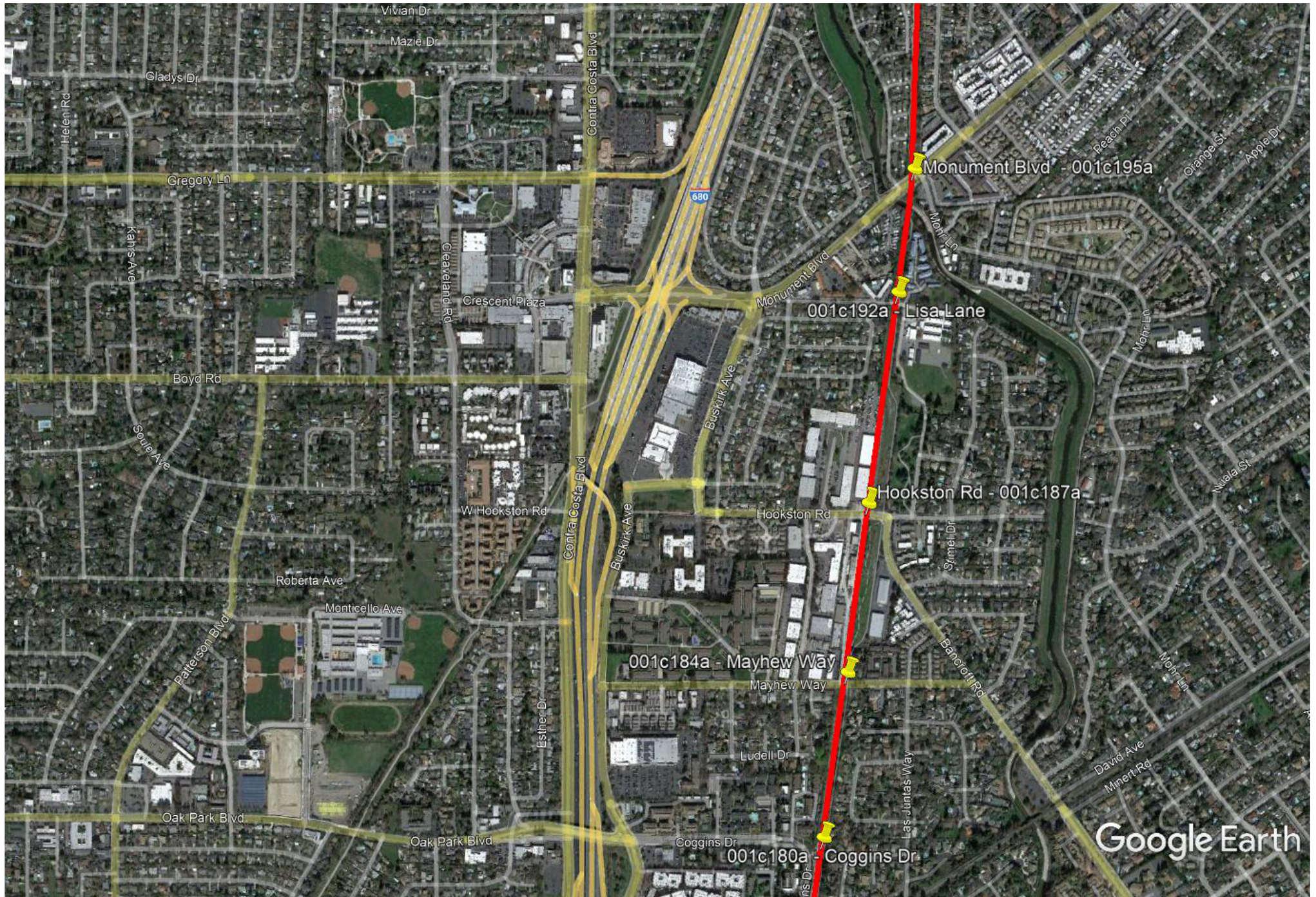
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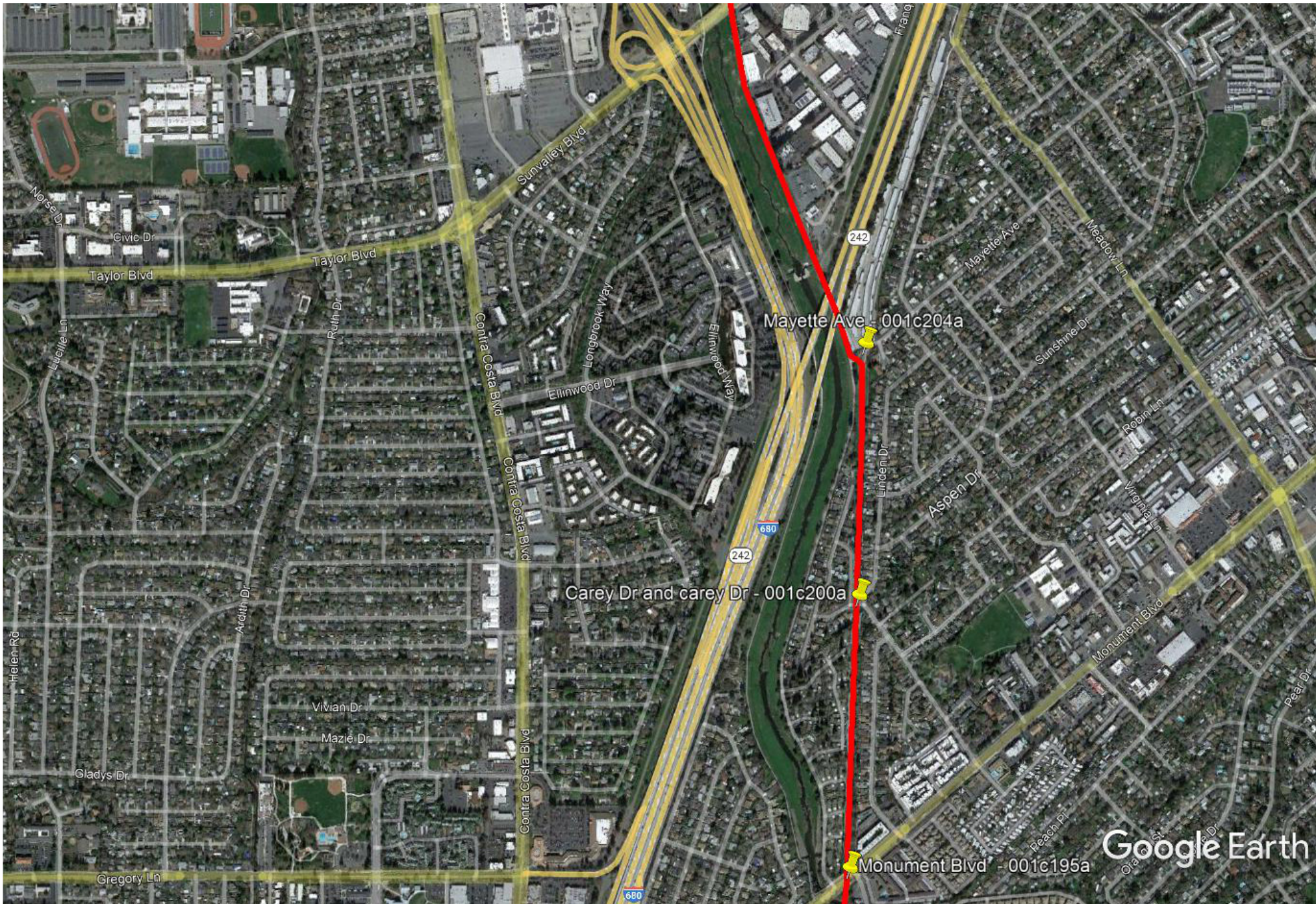
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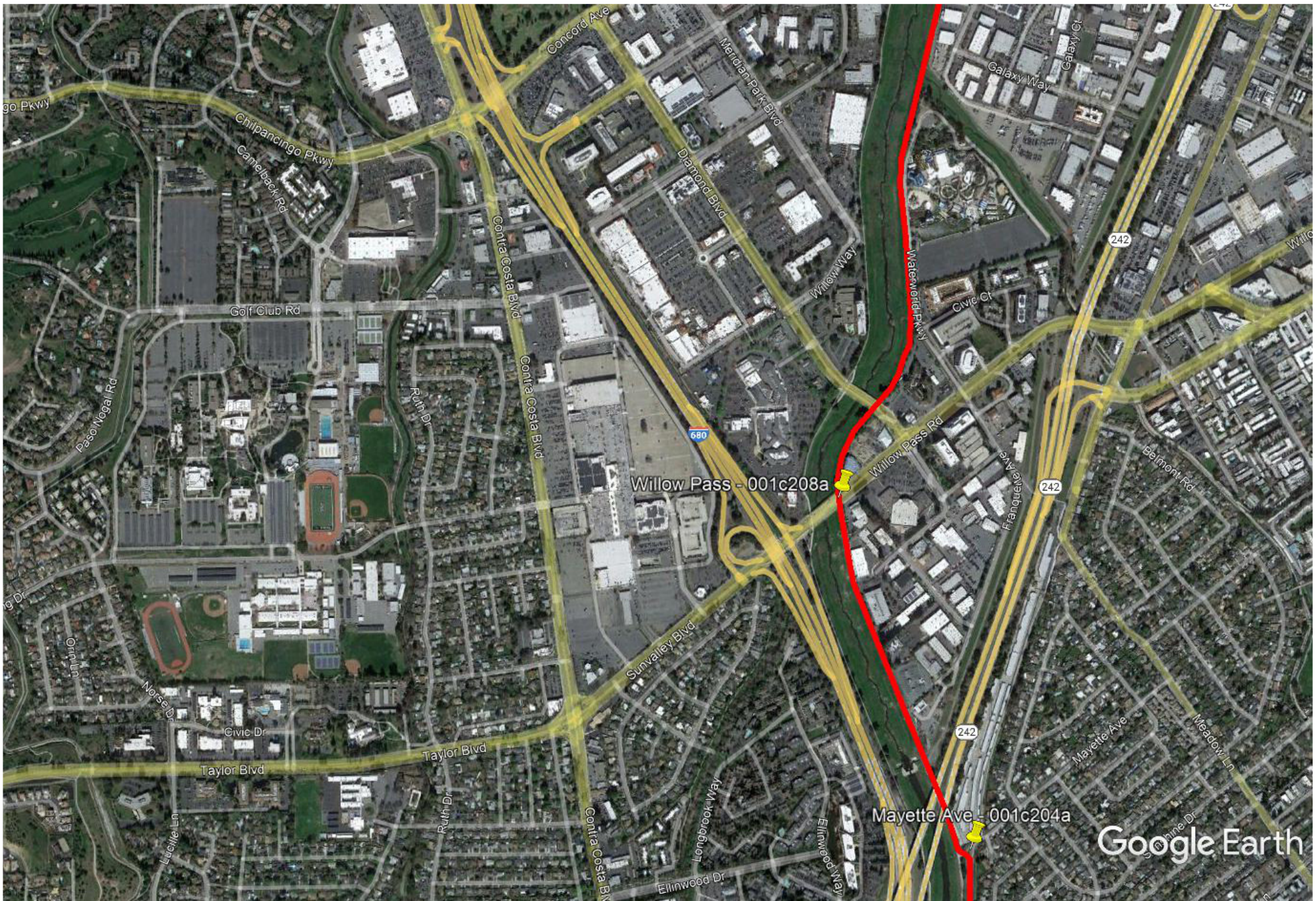
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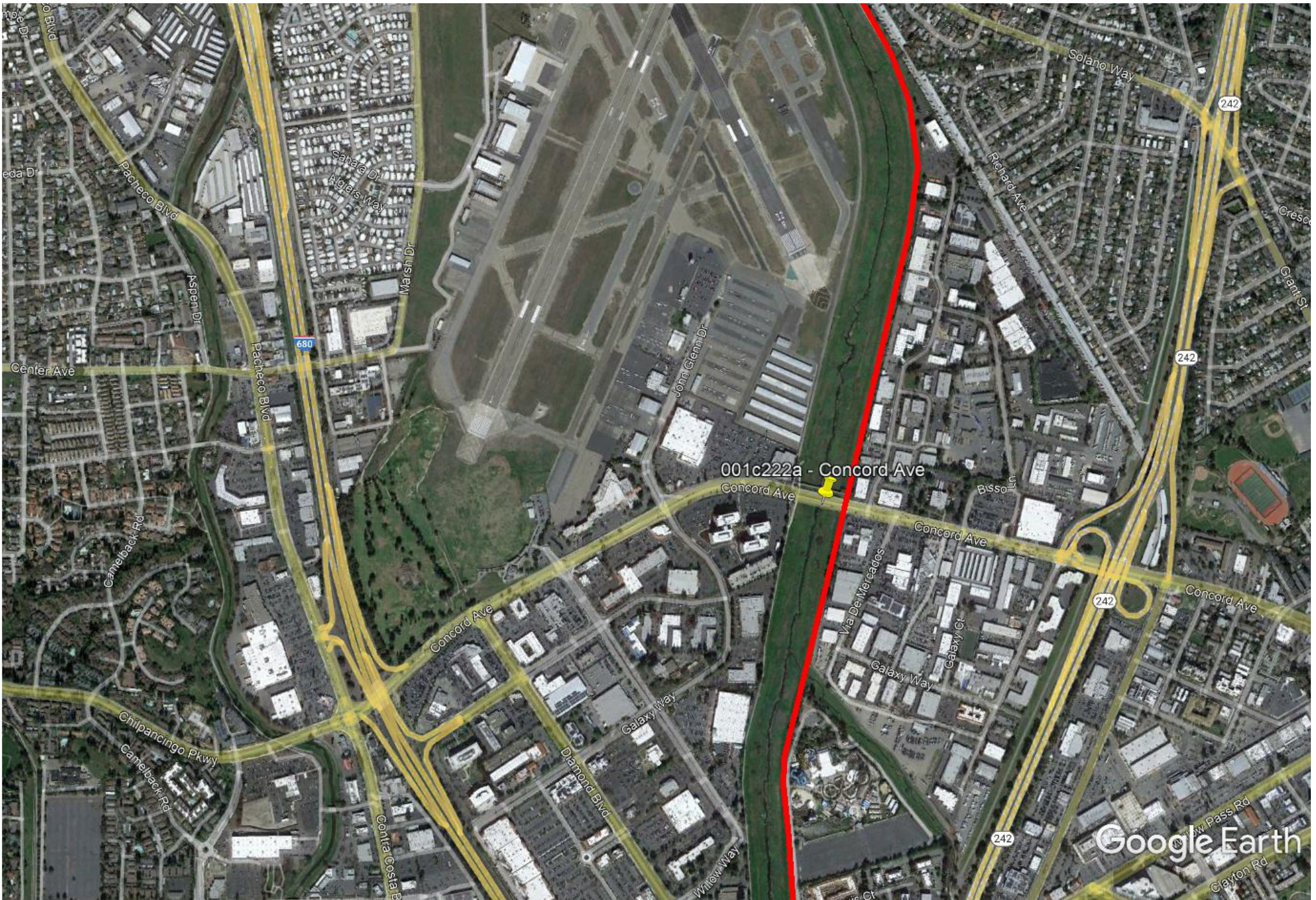
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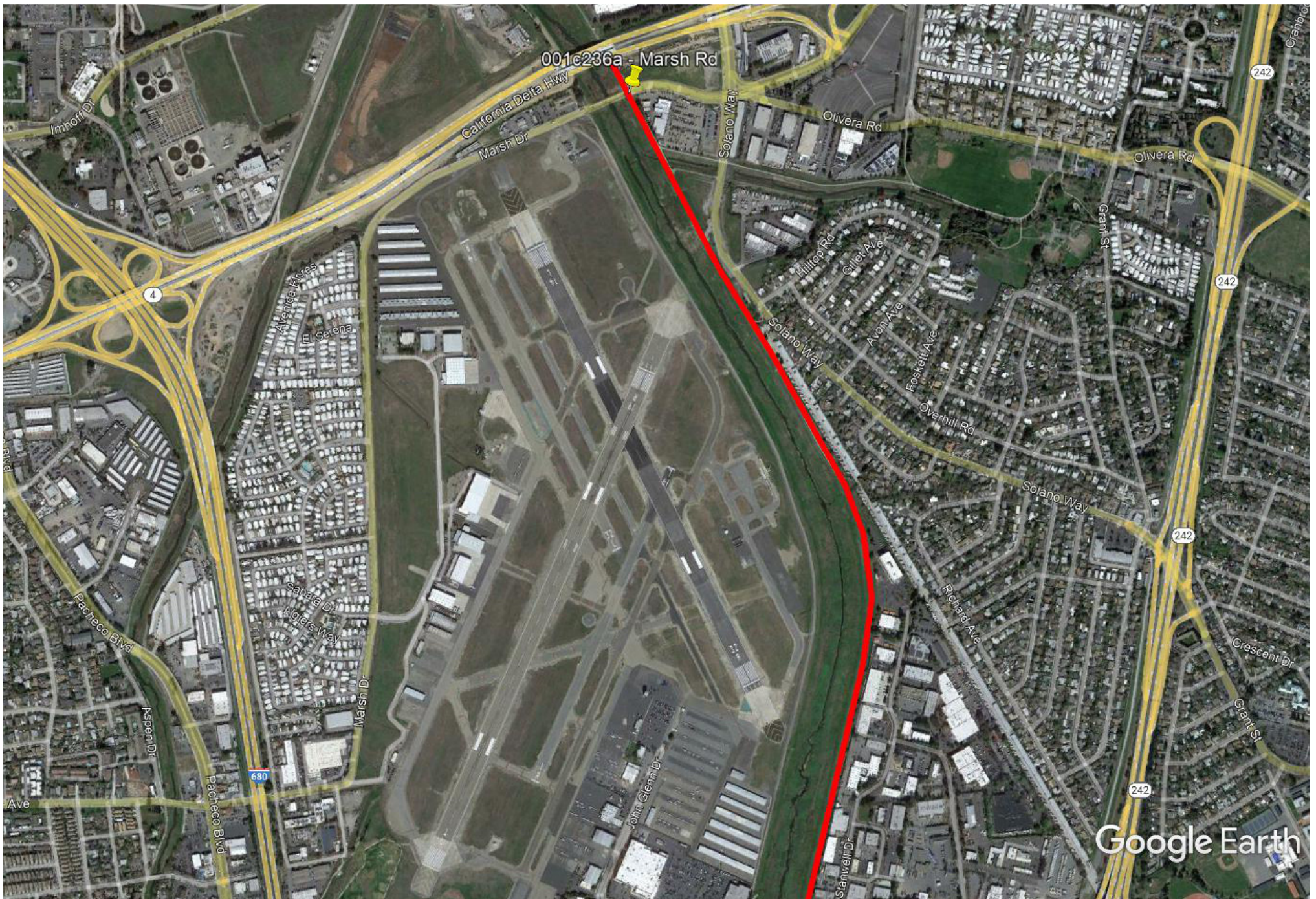
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Contra
Costa
County

To: Board of Supervisors
From: Greg Baer, Director of Airports
Date: April 4, 2023

Subject: Approval of an Agreement with Dallas/Fort Worth Fire Training Research Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to enter into an Agreement with the Dallas/Fort Worth (DFW) International Airport Fire Training Research Center (FTRC), for staff training that is required by the Federal Aviation Administration (FAA) for airports such as Buchanan Field and other similarly certified airports.

FISCAL IMPACT:

There is no impact on the County General Fund. The approximate registration costs for the 40 hour and eight-hour courses are \$1,450 and \$900 respectively. The training sessions needed this year are included in the Airports' Enterprise Fund budget for FY22-23, and future training needs will be included in the annual budget process.

BACKGROUND:

The County maintains and operates the Buchanan Field Airport as a commercial service airport, or commonly referenced as a FAA Part 139 airport. The most significant operational aspect of a Part 139 airport is the requirement to provide adequate equipment and trained personnel for Aircraft Rescue and Firefighting (ARFF) services. The FAA requires 40 hours of initial training and 8 hours of annual recurrent training thereafter. The Dallas/Fort Worth Fire Training Research

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Greg Baer, 925-681-4200

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Center (DFW-FTRC) offers both training opportunities.

The FTRC's compliance training meets or exceeds the requirements mandated by the FAA for annual and initial Part 139 compliance training. At a minimum, recurrent training must occur for all ARFF personnel at least once every 12 consecutive calendar months, or they will be unable to provide adequate shift coverage. The DFW-FTRC has been the ideal training facility due to the fact they use the same Aircraft Rescue Firefighting apparatus that is used at Buchanan Field. Because the Airports Division needs to acquire such training for new Operations staff, and for recurrent training, the agreement term is indefinite where it will renew annually until terminated by either party.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, the Airports Division may be unable to maintain its compliance as a FAA Part 139 airport, until an alternative training option is identified.



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: April 4, 2023

Subject: Contract with Sequoia Ecological Consulting, Inc.

RECOMMENDATION(S):

Acting as the governing body of the Contra Costa County Fire Protection District, APPROVE AND AUTHORIZE the Fire Chief, or designee, to execute a contract with Sequoia Ecological Consulting, Inc., in an amount not to exceed \$1,500,000, for multiple environmental projects related to wildfire mitigation and fuel reduction, for the period of April 15, 2023 through April 14, 2026 with two one-year extension options to April 14, 2028. (CAL FIRE Grant and Measure X)

FISCAL IMPACT:

\$490,000 of the Wildfire Mitigation and Fuel Reduction project is funded by a CAL FIRE California Climate Investments Fire Prevention Grant – Shaded Fuel Break with \$950,000 funded by Measure X revenue. These amounts will be expended at rates outlined in the contract, not to exceed \$1,500,000, with future funding for authorized work to be approved annually as part of the Fire District’s annual budget process.

BACKGROUND:

The Fire District is required to engage experts in the areas of California Environmental Quality Act (CEQA) Compliance - Environmental Compliance and Cultural Resource Protection

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: April 4, 2023

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

Contact: Regina Rubier (925) 265-3055

By: , Deputy

cc:

BACKGROUND: (CONT'D)

for certain wildfire mitigation and fuel reduction projects. Ecological and environmental consulting work will be performed through this agreement which will provide biologists to conduct training, monitor daily work activities, remedy treatments, and ensure compliance with all applicable habitat management/conservation plans and cultural resource protection Best Management Practices (BMPs).

In addition to the items listed above, the CEQA consultant will provide Fire District staff environmental training which includes written reference material to assist crews performing fuel reduction work with measures they can take to comply with the environmental Avoidance and Minimization Measures (AMMs), as well as CAL FIRE's Best Management Practices (BMPs).

A Notice of Exemption (NOE) will be used for work to be conducted on private lands. The private land portions of this project qualify for an NOE due to the lack of soil disturbance combined with treatment methods and prescription described above. In areas where an NOE is not permitted, the CAL FIRE Vegetation Treatment Program (VTP) will be utilized. To ensure the project is not delayed, the CEQA process will be divided into two phases. Phase I CEQA compliance will only include Rossmoor since the Golden Rain Foundation is a single land owner. Phase II CEQA compliance will be the remaining shaded fuel break since it involves multiple land owners and trusts.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, the Fire District will not meet the State regulations required for wildfire mitigation and fuel reduction and will not be able to proceed with the 194 acres covered by the CAL FIRE grant or any larger mitigation projects funded by Measure X.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: April 4, 2023

Subject: claims

RECOMMENDATION(S):

DENY the claims filed by Cheryl Adams, Romelyn Bayaua for R.D., Melinda Briley-Aguilera, Kristina M. Crosby, Farmers Ins. For Muhammad Moin, Ka Bing Go, Laura Gutierrez, Malaya Taylor Keys, Don King, John Muir M.C., Walnut Creek (2), The North River Ins. Co., Arvind Yeddula Reddy, Angelique Nichole Scott, Dupree E. Straughter, Technology Insurance Co., Inc., and Craig Watson.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Cheryl Adams: Property claim for damage to home in the amount of \$5,275.
Romelyn Bayaua for R.D.: Amended personal injury claim for injuries sustained in motorcycle accident in the amount of \$5,000,000.
Melinda Briley-Aguilera: Personal injury claim for injuries sustained in vehicle accident in an amount to exceed \$1,000,000.
Kristina M. Crosby: Property claim for damage to tire in the amount of \$297.47.
Farmers Ins. a/s/o Muhammad Moin: Subrogation claim for damage to vehicle in the

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

Action of Board On: **04/04/2023** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

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ATTESTED: April 4, 2023

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

Contact: Risk Management

By: , Deputy

cc:

BACKGROUND: (CONT'D)

amount of \$12,398.81.

Ka Bing Go: Property claim for damage to fence in the amount of \$1,170.

Laura Gutierrez: Personal injury claim for failure to report death of son in the amount of \$5,000,000.

Malaya Taylor Keys: Personal injury claim related to hotel bed bug infestation in the amount of \$2,000,000.

Don King: Personal injury claim for excessive force in County jail in the amount of \$150,000.

John Muir M.C., Walnut Creek: Breach of contract claim for unreimbursed medical expenses in the amount of \$24,255.

John Muir M.C., Walnut Creek: Breach of contract claim for unreimbursed medical expenses in the amount of \$4,746.27.

The North River Ins. Co.: Subrogation claim for injuries sustained at a park from fallen tree in the amount of \$1,481.88.

Arvind Yeddula Reddy: Employment discrimination, and retaliation clam, in the amount of \$1,000,000.

Angelique Nichole Scott: Personal injury claim for injuries sustained in vehicle accident in an amount to exceed \$1,000,000.

Dupree E. Straughter: Personal injury claim for negligence related to food allergies in jail in a "fair and just amount."

Technology Insurance Company, Incorporated: Subrogation claim for a trip and fall in the amount of \$3,370.52.

Craig Watson: Property claim for damage to vehicle in the amount of \$6,215.16.

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: Marla Stuart, Employment and Human Services Director
Date: April 4, 2023

Subject: Proclaim April 2023 as Sexual Assault Awareness Month

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

Action of Board On: **04/04/2023** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: April 4, 2023

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

Contact: Tish Gallegos, 925-608-4808

By: , Deputy

cc:

ATTACHMENTS

Resolution
2023/106

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

In the matter of:

Resolution No. 2023/106

Proclaiming April 2023 as National Sexual Assault Awareness and Prevention Month

WHEREAS, sexual violence affects many Contra Costa County residents, whether as a victim or survivor, or as a family member, significant other, child, friend, coworker, or neighbor of a victim or survivor; and

WHEREAS, in 2021, Contra Costa County had 252 forcible rapes reported, with a rising number of adolescents affected; and

WHEREAS, in 2022 Community Violence Solutions (CVS) reported 1,283 calls to the Rape Crisis Center's crisis line, completed 203 sexual assault forensic exams, served 362 clients through its HOPE Therapy Services, and conducted 498 interviews through its Children's Interview Center; and

WHEREAS, Contra Costa County community volunteers are working together to provide quality services and assistance to sexual assault survivors, through 24-hour crisis hotlines that respond to emergency calls and offer support, provide comfort and advocacy during forensic exams, criminal proceedings, and throughout the healing process; and

WHEREAS, Contra Costa County's Alliance to End Abuse strives to bring systems together in an effort to reduce interpersonal violence in our communities by fostering the development of collaborative services, supports, interventions and prevention activities; and

WHEREAS, CVS and its Rape Crisis Center, Sexual Assault Response Team, Children's Interview Center, Prevention Department, HOPE Therapy Services and Anti-Trafficking Project programs in Contra Costa County promote education by offering training to schools, churches, and civic organizations, as well as to medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues; and

WHEREAS, the Alliance to End Abuse and CVS continue to work toward a society where all women, children, and men can live in peace, free from violence and exploitation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County join anti-sexual violence advocates and support service programs in the belief that all community members are part of the solution to end sexual violence, and thereby proclaim April 2023 as Sexual Assault Awareness and Prevention Month.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy

Contra
Costa
County



To: Board of Supervisors
From: Alison McKee, County Librarian
Date: April 4, 2023

Subject: National Library Week Recognition

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

Action of Board On: **04/04/2023** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: April 4, 2023

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

Contact: Walt Beveridge 925-608-7730

By: , Deputy

cc:

ATTACHMENTS

Resolution
2023/81

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

In the matter of:
Celebrating National Library Week (April 23 - April 29, 2023)

Resolution No. 2023/81

WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;
WHEREAS, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;
WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;
WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;
WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;
WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;
WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;
WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, BE IT RESOLVED THAT we, the Board of Supervisors of Contra Costa County, proclaim National Library Week, April 23-29, 2023. During this week, we encourage all residents to visit their library to explore the wealth of resources available.

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

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ATTESTED: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: Honoring Bill Pelter

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: April 4, 2023

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

Contact: sonia bustamante 510.409.3004

By: , Deputy

cc:

ATTACHMENTS

Resolution
2023/101

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

**In the matter of:
Honoring Bill Pelter**

Resolution No. 2023/101

Whereas, on March 14, 2023, this planet lost an angel on earth, Bill Pelter was one of the most kind and relentless advocates I have ever known, injustice disturbed his inner core and he saw each and every human as someone of value to honor and love, and

Whereas, Bill spent decades working in the service of people with disabilities, including working for the Independent Living Resources of Solano & Contra Costa Counties and in the late 1990s, really began to focus his energy on serving the developmental disability community, he went to work for the Cerebral Palsy Center of the Bay Area (now Ability Now Bay Area) in 1999 where he was the Assistant Executive Director, he worked to modernize the culture and create a truly person centered, choice, and self-determination model where everyone experienced honor, dignity and the love of staff and community, and

Whereas, in addition to his employment, Bill served on a variety of boards and commissions to bring this voice of human value, inclusion and love to all bodies serving this community, he served as the Oakland Mayor's appointee on the Commission on Persons with Disabilities from 2012-2015, additionally, he served as the President of the Developmental Disabilities Council of Alameda County in 2015, Bill received a California Assembly Certificate of Recognition for service to improve the quality of life for people with disabilities in 2015 and in that same year, the Lifetime Achievement Award from the Alameda County Developmental Disabilities Planning and Advisory Council, in 2016, he was honored with a California Senate Certificate of Recognition and Lifetime Achievement Award for Advocacy & Support of Developmental Disabilities Community, and

Whereas, Bill was relentless in his pursuit to ensure people with developmental disabilities could have meaningful employment and to that end, he immersed himself in advocacy, he became the President of the Board at HireAble and was a founding member of the East Bay Employment Taskforce focused on increasing the number of people with intellectual and developmental disabilities (I/DD) in the workforce, he led the Ability Now Bay Area team that developed the first self-employment program for I/DD consumers in the East Bay, throughout all of this work, Bill maintained his membership on the Alameda County Developmental Disabilities Planning and Advisory Council's Transition Committee focused on improving outcomes for special education students, and

Whereas, Bill eventually retired from Ability Now Bay Area, and became a Community Development Consultant for them from 2019 – 2021 and at the same time, served as a member of the Alameda County Workforce Development Board, and

Whereas, during the pandemic, Bill began to share his advocacy and immense knowledge and passion with the Aging community, zooming into Contra Costa Advisory Council on Aging meetings, Contra Costa Seniors & Adults with Disabilities Provider Network, the Measure X Community Advisory Board and more, in 2021, he was invited to join the Implementing the Master Plan for Aging in Contra Costa Together (IMPACCT) Steering Committee, helped launch the Disability and Community Living Advisory Council (DACLAC) Transportation Subcommittee and so many other related meetings, he had an unparalleled passion to see Contra Costa develop an Aging and Disability Resource Connection and it will be upon all of us to ensure that Bill's dream becomes reality, and

Whereas, Bill was tireless in his pursuit for a more inclusive world, the world is at a loss without his kind, gentle and unyielding advocacy, and we can continue to carry his torch.

the Board of Supervisors joins Bill's family, friends, colleagues and loved ones in remembering joyful interactions, honor his legacy of love and exemplary service to the 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

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ATTESTED: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Kristin Connelly, Clerk-Recorder
Date: April 4, 2023

Subject: Resolution Honoring Rosa Mena on the Occasion of her Retirement

RECOMMENDATION(S):

ADOPT Resolution No. 2023/104 honoring Rosa Mena for her many years of service in the Clerk-Recorder Elections office and on the occasion her retirement, as recommended by the Clerk-Recorder.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: April 4, 2023

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

Contact: Tyler Stull, 925.335.7997

By: , Deputy

cc:

ATTACHMENTS

Resolution 2023/104

Retirement

Resolution

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

In the matter of:

Resolution No. 2023/104

Recognizing Rosa Mena upon her retirement as Acting Elections Manager in the Contra Costa County Clerk-Recorder Elections Department.

WHEREAS, Rosa Mena joined Contra Costa County and the Clerk-Recorder Elections Department in February 2004, when she came on board as a Seasonal Temp and became a permanent Clerk-Experienced Level in August of that year; and

WHEREAS, Rosa has led the Elections Division's Campaign Services Unit since 2011; and

WHEREAS, Rosa has worked as the Acting Elections Services Manager since 2022; and

WHEREAS Rosa, during her tenure with the Elections Division, used her knowledge and experience to provide outstanding service to the public; and

WHEREAS, Rosa has helped hundreds of candidates successfully qualify for the ballot and assisted dozens of jurisdictions properly fill vacancies over the years; and

WHEREAS, Rosa built a rapport with the city clerks through training and ensuring their local candidate filing process proceeded smoothly with the support they needed; and

WHEREAS Rosa, having started as a temporary employee, advocated for an end-of-election celebration with cake honoring seasonal staff and their commitment to public service and the integral role they play in the success of each election; and

WHEREAS, Rosa performed her work for the Elections Division with a personal commitment to integrity and honesty; is knowledgeable, conscientious and dedicated; and

WHEREAS, Rosa administered 81 elections during her career, including 5 primary elections and 5 general elections, seeing 3 different governors and 4 different presidents elected during her tenure; and

WHEREAS, Rosa dedicated 23 years to Contra Costa County's Clerk-Recorder Elections Department, and now looks forward to spending time with family and friends in her beautiful new home in Mexico that she built;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Contra Costa County hereby honors Rosa Mena for her dedication to Contra Costa County and congratulates her on a well-deserved retirement.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy

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

In the matter of:

Resolution No. 2023/xxx

Recognizing Rosa Mena upon her retirement as Acting Elections Manager in the Contra Costa County Clerk-Recorder Elections Department.

Whereas, Rosa Mena joined Contra Costa County and the Clerk-Recorder Elections Department in February 2004, when she came onboard as a Seasonal Temp and became a permanent Clerk-Experienced Level in August of that year; and
Whereas, Rosa has led the Elections Division's Campaign Services Unit since 2011; and
Whereas, Rosa has worked as the Acting Elections Services Manager since 2022; and
Whereas, Rosa during her tenure with the Elections Division, used her knowledge and experience to provide outstanding service to the public; and
Whereas Rosa has helped hundreds of candidates successfully qualify for the ballot and assisted dozens of jurisdictions properly fill vacancies over the years; and
Whereas, Rosa built a rapport with the city clerks through training and ensuring their local candidate filing process proceeded smoothly with the support they needed; and
Whereas, Rosa, having started as a temporary employee, advocated for an end-of-election celebration with cake honoring seasonal staff and their commitment to public service and the integral role they play in the success of each election; and
Whereas, Rosa performed her work for the Elections Division with a personal commitment to integrity and honesty; is knowledgeable, conscientious and dedicated; and
Whereas, Rosa administered 81 elections during her career, including 5 primary elections, and 5 general elections, seeing 3 different governors and 4 different presidents elected during her tenure; and
Whereas, Rosa dedicated 23 years to Contra Costa County's Clerk-Recorder Elections Department, and now looks forward to spending time with family, friends in her beautiful new home in Mexico that she built; and
Now, therefore, be it resolved that the Board of Supervisors of Contra Costa County hereby honors Rosa Mena for her dedication to Contra Costa County and congratulates her on a well-deserved retirement.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Kristin Connelly, Clerk-Recorder
Date: April 4, 2023

Subject: Resolution Honoring Eren Mendez on the Occasion of her Retirement

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Tyler Stull, 925.335.7997

By: , Deputy

cc:

ATTACHMENTS

Resolution 2023/105

Retirement

Resolution

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

In the matter of:

Resolution No. 2023/105

Recognizing Eren Mendez upon her retirement as the Elections Outreach Coordinator in the Contra Costa County Clerk-Recorder Elections Department.

Whereas, Eren Mendez joined Contra Costa County and the Clerk-Recorder Elections Department in early 2006 as the Elections Outreach Coordinator; and
Whereas, Eren administered 52 elections during her career, including primary elections, general elections, recall elections, special elections and presidential elections during her tenure; and
Whereas, Eren, through her leadership and tireless work to engage diverse community groups and leaders, improved all aspects of Contra Costa County's election administration on which she worked; and
Whereas, Eren was never one to accept no for an answer when it came to providing a polling place to the community and was always expert at convincing potential polling location hosts to provide that service for an election; and
Whereas, Eren ensured that the voters of Contra Costa County had accessible and convenient polling places staffed by well-trained volunteer poll workers; and
Whereas, Eren trained both temporary and permanent staff on critical components of election outreach and communication strategies; and
Whereas, Eren worked tirelessly on outreach to community groups across Contra Costa to ensure that information about voting was available to underserved communities and that we fully met our commitments to serve residents in both Spanish, Chinese, and nine other languages; and
Whereas, Eren helped establish the Election Community Engagement Group representing important stakeholders to provide critical elections information and from which we could learn about community priorities; and
Whereas, Eren served on the committee to plan the Cesar Chavez Day celebrations for the Board of Supervisors; and
Whereas, Eren during her tenure with the Elections Division, used her knowledge and experience to provide outstanding service to the public; and
Whereas, Eren performed her work for the Elections Division with a personal commitment to integrity and honesty; is knowledgeable, conscientious and dedicated; and
Whereas, Eren regularly brought joy and bagels into the office; and
Whereas, Eren dedicated 17 years to Contra Costa County's Clerk-Recorder Elections Department, and now looks forward to spending time with family, including her two nephews, friends and passions beyond elections; and
Now, therefore, be it resolved that the Board of Supervisors of Contra Costa County hereby honors Eren Mendez for her dedication to Contra Costa County and congratulates her on a well-deserved retirement.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy

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

In the matter of:

Resolution No. 2023/xxx

Recognizing Eren Mendez upon her retirement as the Elections Outreach Coordinator in the Contra Costa County Clerk-Recorder Elections Department.

Whereas, Eren Mendez joined Contra Costa County and the Clerk-Recorder Elections Department in early 2006 as the Elections Outreach Coordinator; and

Whereas, Eren administered 52 elections during her career, including primary elections, general elections, recall elections, special elections and presidential elections during her tenure; and

Whereas, Eren, through her leadership and tireless work to engage diverse community groups and leaders, improved all aspects of Contra Costa County's election administration on which she worked; and

Whereas, Eren was never one to accept no for an answer when it came to providing a polling place to the community and was always expert at convincing potential polling location hosts to provide that service for an election; and

Whereas, Eren ensured that the voters of Contra Costa County had accessible and convenient polling places staffed by well-trained volunteer poll workers; and

Whereas, Eren trained both temporary and permanent staff on critical components of election outreach and communication strategies; and

Whereas, Eren worked tirelessly on outreach to community groups across Contra Costa to ensure that information about voting was available to underserved communities and that we fully met our commitments to serve residents in both Spanish, Chinese, and nine other languages; and

Whereas, Eren helped establish the Election Community Engagement Group representing important stakeholders to provide critical elections information and from which we could learn about community priorities; and

Whereas, Eren served on the committee to plan the Cesar Chavez Day celebrations for the Board of Supervisors; and

Whereas, Eren during her tenure with the Elections Division, used her knowledge and experience to provide outstanding service to the public; and

Whereas, Eren performed her work for the Elections Division with a personal commitment to integrity and honesty; is knowledgeable, conscientious and dedicated; and

Whereas, Eren regularly brought joy and bagels into the office; and

Whereas, Eren dedicated 17 years to Contra Costa County's Clerk-Recorder Elections Department, and now looks forward to spending time with family, including her two nephews, friends and passions beyond elections; and

Now, therefore, be it resolved that the Board of Supervisors of Contra Costa County hereby honors Eren Mendez for her dedication to Contra Costa County and congratulates her on a well-deserved retirement.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: Youth Hall of Fame Frances Kellman-Lima

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sonia Bustamante

By: , Deputy

cc:

ATTACHMENTS

Resolution

2023/112

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

In the matter of:

Resolution No. 2023/112

Recognizing Frances Kellman-Lima as 2023 Youth Hall of Fame Awardee for Volunteerism

WHEREAS, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of Ce'sar E. Cha'vez in recognition of his commitment to social justice and respect for human dignity; and
WHEREAS, this year's theme is Hope and Healing, Esperanza y Bienestar; and
WHEREAS, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

WHEREAS, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: Ce'sar E. Cha'vez; and

WHEREAS, Frances Kellman-Lima is a Senior at El Cerrito High School, where she consistently achieves top grades and is involved in a wide range of extracurricular activities. She acts as a Peer Counselor and Conflict Mediator and was selected as a "Culture Keeper" mentor. Culture Keepers are youth leaders trained in dynamic mindfulness and restorative practices who work to transform the school's culture and put an end to the "school-to-prison pipeline"; and

WHEREAS, for the last year and a half, Frances has been a standout voice on the topic of teen dating violence. She began as a member of a school-led support group, before joining Contra Costa County's Youth Against Violence leadership group. She regularly goes out of her way to help other leaders in the group, presents great ideas, and displays strong leadership skills. Frances also takes time to volunteer at a preschool, specifically working with children who are living with intellectual and developmental delays; and

WHEREAS, outside of school and volunteering, Frances has taken a Latino psychology class and was a teaching assistant for a cognitive neuroscience class at UC Berkeley, both of which she hopes to utilize for helping others; and

that the Contra Costa County Board of Supervisors recognizes Frances Kellman-Lima Youth Hall of Fame Awardee for Volunteerism, and for exemplifying the values of service, integrity, kindness, activism, and leadership that Ce'sar Cha'vez embodied through his life.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: Youth Hall of Fame Prisha Purohit- Teamwork

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sonia bustamante

By: , Deputy

cc:

ATTACHMENTS

Resolution

2023/120

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

In the matter of:

Resolution No. 2023/120

recognizing Prisha Purohit 2023 Youth Hall of Fame Awardee for Teamwork

WHEREAS, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and **WHEREAS**, this year's theme is Hope and Healing, Esperanza y Bienestar; and **WHEREAS**, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

WHEREAS, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

WHEREAS, San Ramon Valley High School Junior Prisha Purohit is no stranger to working with others. She is actively engaged with several school and community organizations that are dedicated to the betterment of her peers and the community at large. Prisha serves on the executive board for the Golden Bear Foundation and as President of the Danville Chapter. GPF is a charitable organization, founded by high school students, that helps provide care to economically disadvantaged persons through charitable giving. Prisha worked alongside other members to organize clothing and school supply drives for local families in need; and

WHEREAS, Prisha supports other students at her high school by providing clarity and bringing them closer to their academic goals as a peer tutor. She provides a reassuring voice to students who start the year late, helping them catch up with their classmates. Prisha has also created a school club for lovers of tea and philosophy. Cleverly named Philosotea, members meet over lunch and are encouraged to sample new teas and discuss philosophical ideas, concepts, and media; and

WHEREAS, outside of school, Prisha volunteers her time as part of the local library's Teen Advisory Club. As a teen advisor, she works with library staff to develop teen programs, expand the young adult collections, and improve services the library can offer teens; and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes Prisha Purohit Youth Hall of Fame Awardee for Teamwork, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy

Contra
Costa
County



To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: Youth Hall of Fame Awards Anay Pant Leadership & Civic Engagement

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sonia Bustamante 510-331-5046

By: , Deputy

cc:

ATTACHMENTS

Resolution
2023/119

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

In the matter of:

Resolution No. 2023/119

recognizing Anay Pant 2023 Youth Hall of Fame Awardee for Leadership and Civic Engagement

WHEREAS, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and
WHEREAS, this year's theme is Hope and Healing, Esperanza y Bienestar; and

WHEREAS, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

WHEREAS, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

WHEREAS, Anay Pant is an 11th grade student at Athenian School in Danville, and from the start, it was abundantly clear that he had a keen interest in being engaged with his community. Anay has been involved in a host of activities in which he has eagerly volunteered for; and

WHEREAS, It started on Election Day 2022 when Anay volunteered to be a poll watcher in Contra Costa County and his engagement only gained momentum since. With a keen interest in getting more young people tuned into what's happening around them, he developed an app called Qrated, to keep his peers up to date on local events. Along with his app, Anay is planning a TEDx talk to promote the app to students around the Bay Area/ Additionally, he will be hosting a Youth TEDx forum at Athenian to encourage his young peers to lean into civic engagement at the local level; and

WHEREAS, Anay is a natural leader amongst his peers and inspires others with his energy and tenacity to do good in his community; and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes Anay Pant Youth Hall of Fame Awardee for Leadership and Civic Engagement, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: Youth Hall of Fame Anayely- Perverserance

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sonia Bustamante

By: , Deputy

cc:

ATTACHMENTS

Resolution

2023/111

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

In the matter of:

Resolution No. 2023/111

recognizing Anayely Arreola Caldera as the 2023 Youth Hall of Fame Awardee for Perseverance

WHEREAS, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and

WHEREAS, this year's theme is Hope and Healing, Esperanza y Bienestar; and

WHEREAS, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

WHEREAS, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

WHEREAS, Anayely has been described as a fighter, she has not had an easy path in her young life, through her encounters growing up she decided early on to see herself through adversity and was determined to become a success story, Anayely is in her senior year at Liberty High School in Brentwood and will be the first in her family to attend college; and

WHEREAS, Anayely is also the first in her family to play a competitive sport, she runs track on Liberty High's team and always looks forward to training, she continues to push herself to do her best when she's out on the track, for both her and her teammates. participating and playing a sport is truly a privilege not lost on Anayely and she recognizes that not all kids can do so, Anayely can often be found spending her extra time in school clubs and sports as she is working to help support herself through college with a track scholarship; and

WHEREAS, in addition to her love for track, Ana's favorite subject is English, her goal is to be a lawyer and she notes that the reading comprehension and critical thinking skills learned in English will be invaluable to her future career path, Anayely understands the power of being a role model to her younger sister, she strives to show her sister that you can achieve anything you set your mind to; and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes Anayely Arreola Caldera Youth Hall of Fame Awardee for Perseverance and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: Youth Hall of Fame Zihan Cherry Chou Rising Star Teamwork

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sonia Bustamante

By: , Deputy

cc:

ATTACHMENTS

Resolution
2023/118

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

In the matter of:

Resolution No. 2023/118

recognizing Zihan Cherry Chou 2023 Youth Hall of Fame Rising Star Awardee for Teamwork

WHEREAS, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and
WHEREAS, this year's theme is Hope and Healing, Esperanza y Bienestar; and
WHEREAS, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and
WHEREAS, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and
WHEREAS, Zihan Cherry Chou is an 8th grade honor student at Adams Middle School in Brentwood, she has been volunteering with NAMI Contra Costa for over 4 years and has been invaluable to their organization and the clients they serve, Cherry has a kind and gentle spirit and is always eager to assist where she can, She is a glowing example of the characteristics you hope to see in both youth and adults; and

WHEREAS, Cherry is passionate about building mental health friendly communities and works to eliminate mental health stigma and discrimination, she is non-judgmental and recognizes love and compassion should be shown to those impacted by mental health challenges, Cherry is part of NAMI's Outreach Team which provides services and supplies for those who are unsheltered, she helps distribute food, personal hygiene products, and aids with their pets as well; and

WHEREAS, Cherry has been a presenter at NAMI Contra Costa Suicide Prevention events and advocates for youth mental health in all her activities, while Cherry is warm-hearted and a happy child, she has also experienced an emotionally trying time in her life, she immigrated from China to the United States with her parents when she was 7 years old, adapting to an unfamiliar environment, with language barriers and cultural differences was challenging, she experienced repeated bullying in elementary school, remaining optimistic, she got through this time in her life with bravery and strength. She doesn't want others to experience what she did, so she makes it a point to welcome new students and takes initiative to introduce them to their new school; and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes Zihan Cherry Chou Youth Hall of Fame Rising Star Awardee for Teamwork, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: 2023 Youth Hall of Fame Aria Capelli Good Samaritan

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sonia Bustamante

By: , Deputy

cc:

ATTACHMENTS

Resolution
2023/117

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

In the matter of:

Resolution No. 2023/117

recognizing Aria Capelli 2023 Youth Hall of Fame Awardee for Good Samaritan

WHEREAS, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and
WHEREAS, this year's theme is Hope and Healing, Esperanza y Bienestar; and
WHEREAS, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and
WHEREAS, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and
WHEREAS, Aria is co-founder of a non-profit called Meaningful Teens which connects teens with volunteer opportunities where they can make a real difference, Meaningful Teens offers a literacy and math platform Aria created which has been a wonderment in this time of Covid-19. Her compassion to help the underserved and to lead a group of young people from diverse backgrounds to reach a common goal has been remarkable; and

WHEREAS, fueled by a passion to meet the needs of others, Aria saw opportunities in the distant learning modality even as others viewed its limitations, she recognized the hardships and life challenges that low-income families and immigrants face, being open-minded, she brought her vision of bringing literacy and math instruction over a Zoom one-to-one platform to reality by tutoring underserved students in low-income housing, immigrants, and refugee communities, to ensure the quality of the lessons, she recruited credentialed teachers to roam the breakout rooms, while Aria aided anyone in need of help, thus providing on-the-spot solutions to problems; and

WHEREAS, over the past three years Meaningful Teens has grown from a small project with four friends to a huge success with over 1,900 high school and college volunteer tutors from around the United States with almost 1,500 student-learners worldwide, as Meaningful Teens continues to expand and grow, Aria keeps the students, and their needs, at the forefront; and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes Aria Capelli 2023 Youth Hall of Fame Awardee for Good Samaritan, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy

Contra
Costa
County



To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: Youth Hall of Fame Carter Considine Rising Star Leadership Civic Engagement

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sonia Bustamante

By: , Deputy

cc:

ATTACHMENTS

Resolution
2023/116

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

In the matter of:

Resolution No. 2023/116

recognizing Carter Considine as the 2023 Youth Hall of Fame Rising Star Awardee for Leadership Civic Engagement

WHEREAS, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and
WHEREAS, this year's theme is Hope and Healing, Esperanza y Bienestar; and
WHEREAS, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and
WHEREAS, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and
WHEREAS, Carter Considine is a 9th grade student from Lafayette and has started three organizations with helping the community in mind, Teen Art Market, Meaningful Teen, and Humon; and

WHEREAS, When Carter started Teen Art Market, it was inspired by local youth artists needing to promote their work, Teen Art Market is an online platform that allows teen artists to share their work and connect directly with art enthusiasts, buyers, and other artists; and

WHEREAS, Carter also co-founded an online nonprofit called Meaningful Teens during the pandemic. Unable to continue the weekly in-person ELL tutoring program at the senior center in Walnut Creek, it became virtual, since then, the program includes 1,800 + youth tutors and 800+ students, many of the tutors are based in Contra Costa County, tutors are paired up with other non-profits, educational institution serving low-income communities increasing their footprint and positively impacting the lives of many other young people; and

WHEREAS. Carter is starting an app, Humon, linking people with different perspectives to come into community by identifying commonalities, this app works with a wrist device that lights up when people nearby have certain commonalities, expected to be available on the Apple app store very soon; and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes Carter Considine Youth Hall of Fame Rising Star Awardee for Leadership Civic Engagement, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

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

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ATTESTED: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: Youth Hall of Fame Gianna Baglieri Rising Star Good Samaritan

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: April 4, 2023

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

Contact: Sonia Bustamante

By: , Deputy

cc:

ATTACHMENTS

Resolution

2023/115

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

In the matter of:

Resolution No. 2023/115

recognizing Gianna Baglieri as the 2023 Youth Hall of Fame Rising Star Awardee for Good Samaritan

WHEREAS, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and

WHEREAS, this year's theme is Hope and Healing, Esperanza y Bienestar; and

WHEREAS, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and

WHEREAS, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and

WHEREAS, Gianna is a 3rd grade student at Rio Vista Elementary, according to those who know her, Gianna demonstrates excellent problem-solving skills and leadership for such a young age, and

WHEREAS, she is a kind friend and cares for others, she befriends new students, so they won't feel alone, and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes Gianna Baglieri Youth Hall of Fame Rising Star Awardee for Good Samaritan, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: Youth Hall of Fame Awards Jered Clark Rising Star Perseverance

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sonia Bustamante

By: , Deputy

cc:

ATTACHMENTS

Resolution
2023/114

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

In the matter of:

Resolution No. 2023/114

recognizing Jered E. Clark as the 2023 Youth Hall of Fame Rising Star Awardee for Perseverance

WHEREAS, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and
WHEREAS, this year's theme is Hope and Healing, Esperanza y Bienestar; and
WHEREAS, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and
WHEREAS, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and
WHEREAS, Jered Clark currently attends Black Diamond Middle School in Antioch where he holds a 4.0 GPA and will be graduating with his 8th grade class at the end of this school year, he is a self-motivated person who is determined, outgoing, intelligent, and a stand-up scholar, he takes initiative to work on his assignments as well as his extracurricular activities which include volunteering with local nonprofits and playing volleyball; and
WHEREAS, Jered tragically lost his parents to domestic violence at a very young age and he entered the foster care system, today he faces obstacles head on, remains focused and determined to overcome barriers, his perseverance at just 14 years old clearly shows he has a bright future ahead of him; and
NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes Jered E. Clark Youth Hall of Fame Rising Star Awardee for Perseverance, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

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

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ATTESTED: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: Youth Hall of Fame Rising Star Makenzie Lee Foster

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sonia Bustamante (510)409-3004

By: , Deputy

cc:

ATTACHMENTS

Resolution
2023/113

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

In the matter of:

Resolution No. 2023/113

In the matter of recognizing Makenzie Lee Foster as the 2023 Youth Hall of Fame Rising Star Awardee for Volunteerism

WHEREAS, every March, the Contra Costa County Board of Supervisors hosts a celebration in honor of César E. Chávez in recognition of his commitment to social justice and respect for human dignity; and
WHEREAS, this year's theme is Hope and Healing, Esperanza y Bienestar; and
WHEREAS, we take this opportunity to share stories of local students who are working hard to move us forward and improve the lives of others; and
WHEREAS, we recognize these students with the Youth Hall of Fame Awards during the celebration for their contributions to our community and in the spirit of one of our country's most treasured activists: César E. Chávez; and
WHEREAS, Makenzie is a homeschooled straight A 6th grade student who balances her school time with acting, writing books, and volunteering to read books to others; and
WHEREAS, Makenzie has written three books, two of which have been published and available on Amazon, she embodies what she writes about in her books; Kickin' it With Kenzie – What's Meant for Me Will Be, Kickin' it with Kenzie – Luckily My Luck is Me! And Seeing Me is Believing in Me!; and
WHEREAS, Makenzie has partnered with First 5 of California and has visited over 20 classrooms as well as UCSF Children's Hospital, she visits with the children and reads her books to them, sharing how important it is to foster a love of reading and encouraging them to follow their dreams, with each visit, she donates copies of her book along with mini bookmarks, and encourages kids to create their own stories; and
NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes Makenzie Lee Foster Youth Hall of Fame Rising Star Awardee for Volunteerism, and for exemplifying the values of service, integrity, kindness, activism, and leadership that César Chávez embodied through his life.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: April 4, 2023

Subject: Proclaim April 2023 as Child Abuse Prevention Month

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: April 4, 2023

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

Contact: Tish Gallegos 8-4808

By: , Deputy

cc:

ATTACHMENTS

Resolution
2023/132

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

In the matter of:

Resolution No. 2023/132

Proclaiming April 2023 as Child Abuse Prevention Month

WHEREAS, child abuse and neglect affect children of all ages, races, and income, and finding solutions requires input and action from everyone; and

WHEREAS, child abuse can have significant long-term psychological, emotional, and physical effects that have lasting consequences for the child and family, as well as the community and society at large; and

WHEREAS, child abuse is preventable and our children are our most valuable resources who will shape the future of Contra Costa County, therefore it is our responsibility to ensure that our children can grow up in safe and healthy environments; and

WHEREAS, in 2021, the cumulative financial impact to Contra Costa County for the 678 verified survivors of child maltreatment is \$326,000,000 based on costs that include intervention, foster care and counseling services, special education, criminal justice, healthcare, and lifetime productivity; and

WHEREAS, in Contra Costa County, the Child Abuse Prevention Council (CAPC) and Child Protective Services (CPS), a program of Children & Family Services within the Employment & Human Services Department, collaborate to continue protecting children through preventive services, response, intervention, and investigation; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, in Contra Costa County there are numerous committed agencies, parents, relatives, community volunteers, public policymakers and professionals who collaborate to eliminate child abuse and give our children hope, security and safety; and

WHEREAS, we understand that prevention is the best defense and we must continue working together as a community to increase awareness about child abuse and

WHEREAS, Contra Costa County and local partner organizations support a movement led by Safe and Sound and The Greater Bay Area Child Abuse Prevention Council Coalition. The effort outlines a path from our current system of mandated reporters to one of *community supporters* who nurture strong family connections, keep children safely with their families, and protect children and families by promoting social and emotional well-being.

NOW, THEREFORE, the Contra Costa County Board of Supervisors does hereby proclaim April 2023 as Child Abuse Prevention Month and urges all community members to dedicate themselves to improving the quality of life for all children and families, and to preventing child abuse in Contra Costa County.

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: April 4, 2023

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
Date: April 4, 2023

Subject: Adopt Ordinance 2023-07 to Establish Fuel Mitigation and Exterior Hazard Abatement Standards

RECOMMENDATION(S):

Acting in its capacity as the Contra Costa County Board of Supervisors and as the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, ADOPT Ordinance No. 2023-07, establishing fuel mitigation and exterior hazard abatement standards in all state and local responsibility areas within Contra Costa County, the Contra Costa County Fire Protection District, and the Crockett-Carquinez Fire Protection District; requiring documentation of compliance prior to sales of the property; adopting fuel breaks on parcels in both the state responsibility and local responsibility areas within the fire districts; and adopting findings of fact. (Cost neutral)

FISCAL IMPACT:

The fiscal impact is neutral. The adoption of this Ordinance will provide the administrative authority to enforce the provisions of the Ordinance.

BACKGROUND:

The California Building Standards Commission adopted and published the 2022 Building Standards Code, which included the 2022 California Fire Code prepared and adopted by the State Fire Marshal. The statewide code became effective January 1, 2023.

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Chris Bachman, Assistant Fire Chief / Fire Marshal (925)
941-3300 x1520

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Ordinance 2022-34 adopted the 2022 California Fire Code with amendments to address local conditions. However, Ordinance 2022-34 did not include standards for exterior hazard abatement or defensible space requirements and inspections. Ordinance 2022-07 addresses those matters.

Ordinance 2023-07 was introduced at the March 21, 2023 meeting of the Board of Supervisors; reading was waived; and the date of April 4, 2023 was fixed for adoption.

CONSEQUENCE OF NEGATIVE ACTION:

Without the adoption of Ordinance 2023-07, the Fire District will not have the legal authority to enforce the fuel mitigation and exterior hazard abatement standards outlined in the Ordinance.

ATTACHMENTS

Ordinance 2023-07

Findings in support of Ordinance No. 2023-07

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE COUNTY OF CONTRA COSTA, THE CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT, AND THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, ESTABLISHING FUEL MITIGATION AND EXTERIOR HAZARD ABATEMENT (DEFENSIBLE SPACE), REQUIRING DOCUMENTATION OF COMPLIANCE PRIOR TO SALE OF THE PROPERTY, AND ADOPTING REQUIREMENTS FOR FUEL BREAKS ON PARCELS WITHIN THE FIRE DISTRICTS.

The Contra Costa County Board of Supervisors, as the Board of Supervisors for Contra Costa County and as the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, ordains as follows:

SECTION 1. AUTHORITY AND APPLICABILITY.

- (a) This ordinance is authorized by state statutes and regulations, including but not limited to Public Resources Code Sections 4117, 4290 and 5561.5; Health and Safety Code Sections 13801, 13804, 13861, 13862, and 13870; Government Code Section 51175; Title 14, California Code of Regulations, Section 1270.04; Title 19, California Code of Regulations, Section 1.07; and Title 24, Part 9, California Code of Regulations, Chapter 49.
- (b) This ordinance applies in all territory within the Contra Costa County Fire Protection District and Crockett-Carquinez Fire Protection District that has been classified as a Local Responsibility Area. This ordinance also applies to all structures in a State Responsibility Area located within the Contra Costa County Fire Protection District and Crockett-Carquinez Fire Protection District, pursuant to Health and Safety Code Section 13811.

SECTION 2. DEFINITIONS

COMBUSTIBLE MATERIAL. Rubbish, litter, or material of any kind other than Hazardous Vegetation, that is combustible and endangers the public safety by creating a Fire Hazard as determined by the Fire Code Official.

COST OF ABATEMENT. Includes all expenses incurred by the Fire District in its work of abatement and administrative costs.

DEFENSIBLE SPACE. The areas, including Zone 0, Zone 1, and Zone 2, extending 100 feet from any Structure.

FIRE APPARATUS ACCESS ROAD. A road that provides fire apparatus access from a fire station to a facility, building, or portion thereof. This is a general term that includes, but is not limited to, a fire lane, public street, public right of way, private street, driveway, parking lot lane, and access road.

FIRE CODE OFFICIAL. The Fire Chief or their duly authorized representatives.

FIRE DISTRICT. The Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District.

FIRE HAZARD. Any condition, arrangement, or act that will increase, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing, or extinguishing fire, or that may obstruct, delay, or hinder, or may become the cause of obstruction, delay, or hindrance, to the prevention, suppression, or extinguishment of fire.

FUEL BREAK. A strategically located block or strip of land on which a cover of dense, heavy, or hazardous vegetation has been removed or modified to create lower fuel volume or reduced combustibility as an aid to fire control.

HAZARDOUS VEGETATION. Vegetation that is combustible and endangers the public safety by creating a Fire Hazard, including but not limited to bark, mulch, seasonal and recurrent grasses, weeds, stubble, non-irrigated brush, dry leaves, dry needles, dead, dying, and diseased trees, or any other vegetation identified by the Fire Code Official.

LADDER FUEL. Fuel that provides vertical continuity between surface fuel and canopy fuel strata, increasing the likelihood that fire will carry from surface fuel into the crowns of shrubs and trees.

LOCAL RESPONSIBILITY AREA. An area that is not a State Responsibility Area or federal property, and where the responsibility for preventing and suppressing fires is primarily the responsibility of the Fire District.

MODIFICATION. Where there are practical difficulties involved in carrying out the provisions of this Ordinance, the Fire Code Official, shall have the authority to grant Modifications for individual cases, provided that the Fire Code Official shall first find that special individual reasons make the strict letter of this Ordinance impractical and that the Modification is in compliance with the intent and purpose of this Ordinance. The details of actions granting a Modification shall be recorded and entered in the files of the Fire District.

OUTBUILDING. Buildings or Structures that are less than one hundred-twenty square feet in size and are not used for human habitation, and buildings or Structures with a roof but no walls.

PARCEL. A portion of real property of any size, which may be identified by an Assessor's Parcel Number, the area of which is determined by the legal lot of record.

PERSON. Includes any agency of the state, and any county, city, special district, or other local public agency, and any individual, firm, association, partnership, business trust, corporation, nonprofit corporation, limited liability company, or company.

RUBBISH. Waste matter, litter, trash, refuse, and debris on streets or private property in the

jurisdiction which is, or dry when they become, a fire hazard.

STATE RESPONSIBILITY AREA. An area of the state identified by the Board of Forestry and Fire Protection pursuant to Public Resources Code Section 4125 where the financial responsibility for preventing and suppressing fires is primarily the responsibility of the state.

STREETS. Includes alleys, parkways, driveways, highways, private roads, public roads, trails and fire trails.

STRUCTURE. A building that has walls and a roof and an area of 120 square feet or greater.

TREE LITTER. Any limbs, bark, branches and/or leaves in contact with other vegetation or left to gather on the ground.

WEEDS. All weeds growing upon streets or private property in the jurisdiction, including any of the following:

- (a) Weeds that bear seeds of a fluffy nature or are subject to flight.
- (b) Sagebrush, Chaparral (including Chamise, Coyote Brush/Greasewood, Brooms, and Buckwheat), and any other brush or weeds that attain such large growth as to become, when dry, a fire hazard to adjacent improved property.
- (c) Weeds that are otherwise noxious or dangerous
- (d) Poison oak and poison sumac when the conditions of growth constitute a menace to public health.
- (e) Dry grass, brush, tree litter, litter, or other flammable materials that endanger the public safety by creating a fire hazard.

ZONE 0. Referred to as the Ember-resistant Zone or Home Ignition Zone, it extends from 0 to five feet from any Structure, attached deck, or Outbuilding on the Parcel. Zone 0 requires the most stringent wildfire fuel reduction. This Ember-resistant Zone is designed to ensure that fire or embers from igniting materials cannot spread to the Structure.

ZONE 1. Referred to as the Lean, Clean, and Green Zone, it extends from five feet to 30 feet from any Structure or attached deck, or from 5 feet from the Structure or attached deck to the property line, whichever is closer.

ZONE 2. Referred to as the Reduced Fuel Zone, it extends from 30 feet to 100 feet from any Structure or attached deck, or from 30 feet from the Structure or attached deck to the property line, whichever is closer.

SECTION 3. FUEL MITIGATION AND EXTERIOR HAZARD ABATEMENT (DEFENSIBLE SPACE) STANDARDS.

- (a) Prohibition. No Person who has any ownership or possessory interest in or control of a Parcel within any State Responsibility Area or Local Responsibility Area within the Fire District shall allow to exist thereon any Hazardous Vegetation or Combustible Material that constitutes a Fire Hazard as determined by the Fire Code Official.
- (b) Defensible Space for Structures and Attached Decks. All Persons who have any ownership or possessory interest in or control of any Parcel within the Fire District shall maintain Defensible Space adjacent to all Structures and attached decks on the Parcel in accordance with California Code of Regulations, Title 14, Section 1299.03, and in accordance with Public Resources Code Section 4291.
- (c) Defensible Space for Outbuildings. All Persons who have any ownership or possessory interest in or control of any Parcel within the Fire District shall comply with the Defensible Space requirements of Section (b), above, with respect to any Outbuildings on the Parcel that are within 100 feet of a Structure or attached deck on the Parcel.
- (d) Roadside Vegetation. All Persons who have any ownership or possessory interest in or control of any Parcel within the Fire District that abuts a Fire Apparatus Access Road shall:
 - (1) Remove all Hazardous Vegetation that is within ten feet, measured horizontally, from the paved edge of the Fire Apparatus Access Road.
 - (2) Ensure that all portions of any tree overhanging a Fire Apparatus Access Road has at least 13 feet-6 inches, measured vertically, of clearance from the roadway surface.
- (e) Fences. No Person who has any ownership or possessory interest in or control of any Parcel within the Fire District shall construct or allow to be constructed or placed on the Parcel any screen, fence or other Structure made, in whole or in part, of bark, mulch, or wood chips within 100 feet of a Structure or within 10 feet of the paved edge of a Fire Apparatus Access Road.
- (f) Environmental Concerns. Compliance with the fuel mitigation requirements of this Ordinance shall not result in the taking of endangered, rare, or threatened plant or animal species, significant erosion, or sedimentation of surface waters. When these or other conditions make it impractical to comply with the fuel mitigation requirements, the person who owns, leases, or controls the Parcel or Parcels shall request that the Fire Code Official grant a modification of the requirements.

SECTION 4. SALE OR TRANSFER OF PROPERTY.

Before the close of escrow on the sale of any Parcel within the Fire District, the seller shall provide to the buyer documentation from the Fire Code Official stating that the property is

currently in compliance with the fuel mitigation requirements of this ordinance. The Fire Code Official shall have the discretion to accept alternate means and measures to achieve compliance if completion of the required work will delay the sale or transfer of the property.

SECTION 5. FUEL BREAKS.

- (a) **Fuel Break Requirement.** To reduce the risk of uncontrolled wildfire, Fuel Breaks are required on all Parcels in the Fire District. A Fuel Break requires the removal or modification of fuel, maintained on an annual basis by June 1 of each year, or on a recurring basis as determined by the Fire Code Official, in a manner that will prevent the transmission of fire.
- (b) **Fuel Break Standards.** A person who owns, leases, or controls one or more Parcels within the Fire District shall comply with following fuel break standards for each Parcel.
 - (1) **Parcels of Five Acres or Less.** The Parcel shall be maintained in accordance with the following requirements:
 - (A) Annual grasses and weeds shall be maintained at a height of no more than 3 inches. Weeds and grasses must be mowed, with material mulched and scattered or raked and bagged, and removed from the property, or disced. All discing work, including discing to establish fuel breaks, shall be completed so that all weeds, grasses, crops and other vegetation or organic material, which could be expected to burn, shall be completely turned under to the point that there is not sufficient exposed fuel to maintain or allow the spread of fire. Parcels may require additional abatement during the season due to the regrowth of weeds and other flammable vegetation.
 - (B) All Hazardous Vegetation shall be removed.
 - (C) All non-irrigated brush shall be removed.
 - (D) All Combustible Material shall be removed.
 - (E) All dead, diseased, or dying trees within 100 feet of an occupied structure shall be removed.
 - (F) All Ladder Fuel(s) shall be removed from trees so that foliage, twigs, or branches are a minimum of six feet above the ground, or higher based on site and slope conditions.
 - (2) **Parcels Greater Than Five Acres.** The Parcel shall be maintained with 30-foot fuelbreaks and 15-foot crossbreaks. Fuelbreaks and crossbreaks are a continuous strip of disced or dozed ground following as closely as possible to the property line, and along one side of all fencelines, ditches, and on top of all ridgelines. Crossbreaks

should divide the parcel into approximately five-acre sections. Fencelines may require handmowing or weedeating to ensure completion of fuelbreak. When terrain is too steep or rugged for a tractor, a handmowed fuelbreak may be required. All cut material must be mulched and scattered or raked, bagged and removed from parcel. Where 30-foot fuelbreaks are required, they shall be provided around all structures, combustible storage, trees, shrubs and brush, along ridgelines, fencelines, ditches, and along the sides of, but not in, creeks.

(3) All Parcels.

- (A) Fuelbreaks along roadways are required as part of the property line. Road right-of-ways shall be cleared to a minimum of 10 feet horizontally from the edge of driving surface and 13 feet-6 inches vertically.
 - (B) Active pastureland shall be provided with 15-foot wide fuelbreaks and crossbreaks if a sufficient number of animals are present to steadily reduce height of grasses during the summer months to 3 inches or less by the end of August, irrespective of parcel size. If this requirement cannot be met, 30-foot fuelbreaks and crossbreaks shall be required.
 - (C) Active cropland shall be provided with 15-foot fuelbreaks or crossbreaks if the crop is to be harvested by mid-June. If there is to be a later harvest, 30-foot fuelbreaks shall be required.
 - (D) Orchards are to be maintained by complete abatement, including grasses under tree branches. This may require pruning of lower branches to allow equipment access.
 - (E) Tree litter (eucalyptus leaves and bark, coniferous needles, leaves, fallen branches, etc.) shall be removed from the base of trees, tree stems, and limbs within 6 feet of the ground and maintained throughout the fire season.
 - (F) All debris, rubble, junk, piles of dirt, and other obstructions, that would obstruct or impede vehicles or equipment used for abatement work or fire suppression operations, must be removed.
 - (G) If the Fire Code Official requires mowed fuelbreaks and crossbreaks, mowed fuelbreaks shall be 60 feet wide and mowed crossbreaks shall be 30 feet wide.
- (c) Multiple contiguous Parcels owned by the same Person may be treated as a single Parcel, upon request of the owner, lessee or Person in control of the Parcel and with the approval of the Fire Code Official, if a Fuel Break is provided based on the size of the combined Parcels.
- (d) Environmental Concerns. Creation of Fuel Breaks shall not result in the taking of

endangered, rare, or threatened plant or animal species, significant erosion, or sedimentation of surface waters. When these or other conditions make it impractical to create and maintain a required Fuel Break, the person who owns, leases, or controls the Parcel or Parcels shall request a Modification of the Fuel Break requirement.

SECTION 6. ABATEMENT OF EXTERIOR FIRE HAZARDS

(a) Exterior Fire Hazard Control – General.

- (1) **Jurisdictional Authority.** The Board of Directors, as the supervising, legislative, and executive authority of the jurisdiction, hereby delegates to the Board of Fire Commissioners of the jurisdiction all its powers, duties, and rights to act pursuant to Part 5 (commencing with Section 14875), Division 12, of the Health and Safety Code (“Part 5”), to clear or order the clearing of rubbish, litter, or other flammable material where such flammable material endangers the public the safety by creating a fire hazard. Fire hazard abatement will be conducted in accordance with the provisions of Part 5 and this ordinance.
- (2) **Retention of Jurisdictional Authority.** If no Board of Fire Commissioners has been appointed for the jurisdiction, then the Board of Directors retains its powers and rights to act pursuant to Part 5.
- (3) **Contract for Services.** The Board of Directors reserves and retains the power to award a contract for fire hazard abatement work,
- (4) **Public Nuisance.** The Board hereby declares that all fire hazards, including weeds growing upon private property or streets and all rubbish on private property, easements or streets in the Fire District, are public nuisances.

(b) Fire Hazard Abatement.

- (1) **Prohibition.** No person who has any ownership or possessory interest in or control of parcel of land shall allow to exist thereon any hazardous rubbish, weeds, trees, or other vegetation that constitutes a fire hazard. Destruction by burning within this jurisdiction is unlawful unless the written permission of the fire chief is first obtained, and all other applicable permits are obtained from appropriate governing agencies or jurisdictions.
- (2) **Specific Requirements.** The Fire District may develop additional abatement standards for land in residential, rural and/or rural residential, business, industrial areas, or land which is unused or vacant. These standards may be modified periodically as circumstances dictate.
- (3) **Clearance of Weeds from Streets.** The Fire Code Official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of streets which are improved, designed, or ordinarily used for vehicular traffic to be cleared of

flammable vegetation and other combustible growth. The Fire Code Official is authorized to enter upon private property to do so, to the extent allowed by law.

(c) Abatement Procedures.

- (1) Abatement Order. The Fire Code Official may order the abatement of a fire hazard. On making the order, the Fire Code Official will mail a copy of a notice to the owners of the affected property as their names and addresses appear upon the last county equalized assessment roll, or as their names and addresses are known to the fire code official. As an alternative to mailing, the notice may be posted upon the affected property and published in the jurisdiction, not less than 15 days prior to the date of the abatement hearing.

Copies of the notice will be headed with the words "Notice to Abate Fire Hazard" in letters at least one inch high. The notice will be in substantially the following form:

NOTICE TO ABATE FIRE HAZARD

You are hereby notified that (describe condition, e.g., weeds and rubbish) constitute a fire hazard on the following described property owned by you:

(Describe property by common street designation, by metes and bounds, Assessor's code area and parcel number, or by reference to attached map).

You must remove the (describe condition, e.g., weeds and rubbish) within fifteen (15) days from the date of this notice. If you fail to do so, the (jurisdiction) Fire Protection District will remove it, and the cost of the abatement, including administrative costs, will be collected as property taxes and will be a lien on your property until paid.

You are further notified that the Board of Directors has declared that (describe condition, e.g., weeds and rubbish) constitute a public nuisance.

You may appear before the Board of Fire Commissioners on (time and date) at (place- room, street, address, and city) to show cause why this order should not be enforced.

(Signed): (Name of fire code official of name of jurisdiction)

- (2) Hearing Date. A date for hearing on the notice will be sent at least 15 days after the date of the notice. The date of the notice is the date on which the notice is placed in the United States mail or the date on which it is posted on the property. At the

hearing, the property owner or his agent may appear to show cause why the order should not be enforced. For good cause shown, the Board of Fire Commissioners may extend the time for compliance with the order or may rescind the order.

- (3) **Contract Award.** If the owner fails to comply with the order, the Fire Code Official may have the (describe condition, e.g., weeds and rubbish) abated either by employees of this jurisdiction or by contract. If a contract is awarded, it will be by public bid, awarded to the lowest responsible bidder. A contract may include work on more than one parcel. Concerning any contract previously awarded as provided in this subsection and that has been fully extended as provided in that contract, it may thereafter be extended on its same terms and conditions for a further period (not to exceed one year) by agreement of the Board of Directors and the involved contractor.
- (4) **Abatement Report of Costs.** The Fire Code Official or his or her designee abating the nuisance will keep an account of the cost of abatement in front of or on each separate parcel of land and will render an itemized report in writing to the Board of Fire Commissioners showing the cost of removing the weeds and rubbish on or in front of each separate lot or parcel of land, or both. Before the report is submitted to the Board of Fire Commissioners, a copy of it will be posted for at least three days on or near the chamber door of the Board with a notice of the time and when the report will be submitted to the Board for confirmation. At the time fixed for receiving and considering the report, the Board of Fire Commissioners will hear it and any objections of any of the property owners liable to be assessed for the work of abatement. Thereupon, the Board of Fire Commissioners may make such modifications in the report as it deems necessary, after which the report will be confirmed. The amount of the cost, including administrative costs, of abating the nuisance in front of or upon the various parcels of the land mentioned in the report as confirmed will constitute special assessment against the respective parcels of land, and are a lien on the property for the amount of the respective assessments. The lien attaches upon recordation, in the office of the County Recorder, of a certified copy of the Resolution of Confirmation.
- (5) **Cost Assessments.** Upon confirmation of the report of cost by the Board of Fire Commissioners and the recordation of the Resolution of Confirmation, a copy of the report of cost will be sent to the County Auditor, who will enter the amount of the assessments against the parcels. Thereafter the amount of the assessments will be collected at the same time and in the same way as County taxes are collected. The owners are subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to these assessment taxes.
- (6) **Alternate Mitigation.** In lieu of ordering abatement, the Fire Code Official may order the preparation of firebreaks and fuelbreaks around parcels of property where combustible weeds, crops, or brush are present. In determining the proper width for firebreaks and fuelbreaks, the Fire Code Official will consider the height of the

growth, weather condition, topography, and the accessibility to the property for fire protection equipment. The procedures set forth above for the abatement of weeds and rubbish apply to the preparation of firebreaks and fuelbreaks.

SECTION 7. VALIDITY.

The Contra Costa County Board of Supervisors declares that if any section, paragraph, sentence, or word of this ordinance as adopted is declared for any reason to be invalid, it is the intent of the Contra Costa County Board of Supervisors that it would have passed all other portions or provisions of this ordinance independent of the elimination here from any portion or provision as may be declared invalid.

SECTION 8. MORE RESTRICTIVE REQUIREMENTS.

If requirements more restrictive than those in this ordinance are adopted by a city, those requirements will apply only within the jurisdiction adopting those requirements.

SECTION 9. EFFECTIVE DATE.

This ordinance becomes effective 30 days after passage. Within 15 days of passage, this ordinance shall be published once in the East Bay Times, a newspaper published in this County, in a manner satisfying the requirements of Government Code Section 25124, with the names of supervisors voting for and against it.

Passed on _____, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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

Board Chair

By: _____
Deputy

[SEAL]

CONTRA COSTA COUNTY, CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT,
AND CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT
FINDINGS IN SUPPORT OF ORDINANCE 2023-07

Ordinance No. 2023-07 adopts fuel mitigation and exterior hazard abatement standards in all State Responsibility and Local Responsibility Areas in the Contra Costa County and Crockett-Carquinez Fire Protection District territories, requires documentation of compliance with such standards prior to sale of any property, and adopts requirements for fuel breaks on parcels in all State Responsibility and Local Responsibility Areas in the Contra Costa County and Crockett-Carquinez Fire Protection District territories.

The Contra Costa County Board of Supervisors, in its capacity as the Board of Supervisors and the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, finds that the standards contained in Ordinance No. 2023-07 are reasonably necessary because of certain local climatic, geological, and topographic conditions, and because of the absence of fuel break standards as required by the Public Resources Code, that are described below.

Local Conditions

A. Climatic

1. Precipitation and Relative Humidity

(a) Conditions

Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. 96% of precipitation falls during the months of October through April and four percent from May through September. This is a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from 45-65% during spring, summer, fall, and from 60-90% in the winter. It occasionally falls as low as 15%.

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

2. Temperature

(a) Conditions

Temperatures have been recorded as high as 114° F. Average summer highs are in the 90° range, with average maximums of 105° F.

(b) Impact

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. Winds

(a) Conditions

Prevailing winds in the area are from the south or southwest in the mornings and from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 14 mph to 23 mph ranges, gusting to 25 to 35 mph. 40 mph winds are experienced occasionally and winds up to 55 mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

(b) Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing “natural” ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and

roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor towards causing major fire losses to buildings not provided with fire resistive roof and siding materials and buildings with inadequately separated interior areas or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

B. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is located in Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage. Contra Costa County is in close proximity to the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have a potential for a Richter 6 earthquake and the Hayward and Calaveras faults have the potential for a Richter 7 earthquake. Minor tremblers from seismic activity are not uncommon in the area.

The fire environment of a community is primarily a combination of two factors: the area's physical geologic characteristics and a historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments which ultimately determines the area's fire protection needs. The Fire District has 3 distinct areas. They are: the West, which includes the City of San Pablo and the communities of North Richmond, El Sobrante, and East Richmond Heights; the Central, which includes the Cities of Lafayette, Martinez, Pleasant Hill, Concord, Walnut Creek, Clayton, and the communities of Clyde, Pacheco, Alhambra Valley, and Alamo; and the East, which includes the Cities of Antioch and Pittsburg and the community of Bay Point.

Because of the size of the Contra Costa County Fire Protection District (304 square miles), the characteristics of the fire environment changes from one location to the next. Therefore the District has not one, but a number of fire environments, each of which has its individual fire protection needs from two major oil refineries, to heavy industrial facilities, freeways, rail lines, waterways, port facilities, wildland areas, urban and suburban town settings, and major downtown areas.

Interstates 80 and 680, State Highways 4, 24, and 242, Bay Area Rapid Transit District (BART), and major thoroughfares travel throughout the

District. There are 2 major rail lines which run through the District. An overpass or underpass crossing collapse would alter the response route and time for responding emergency equipment. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire District. The occurrence of multiple fires will quickly deplete existing fire district resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

(b) Impact

A major earthquake could severely restrict the response of the Fire District and its capability to control fires involving buildings of wood frame construction, with ordinary wood shake and shingle exteriors, or with large interior areas not provided with automatic smoke and fire control systems.

2. Soils

(a) Conditions

The area is replete with various soils, which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plastic, and tend to liquefy.

Throughout the Fire District, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding twenty (20) percent. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. Many of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as down trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be practically impassable.

3. Topographic

(a) Conditions

(i) Vegetation

The service area of the Contra Costa County Fire Protection District has a varied topography and vegetative cover. A conglomeration of flat lands, hills, and ridges make up the terrain. Development has occurred on the flat lands in the District and in

the past 15 years development has spread into the hills, valleys, and ridge lands of the District.

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six to eight months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire District, especially in those fully developed areas and those areas marked for future development.

(ii) Surface Features

The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets, and roads, combine to limit efficient response routes for Fire District resources into and through many areas.

(iii) Buildings, Landscaping and Terrain

Many of the “newer” large buildings and building complexes have access and landscaping features or designs which preclude, or greatly limit, efficient approach or operational access to them by Fire District vehicles. In addition, the presence of security gates, roads of inadequate width and grades which are too steep for Fire District vehicles create an adverse impact on fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires additional fire personnel and resources to successfully and safely mitigate the event. Access problems often result in severely delaying, misdirecting, or making fire and smoke control efforts unsuccessful.

(b) Impact

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the Contra Costa County Fire Protection District. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public Safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single dwelling or structure fires.

Other variables may intensify the situation:

1. The extent of damage to the water system.

2. The extents of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingles coverings could result in conflagrations.

Fuel Breaks

- (a) Public Resources Code Section 4290, adopted in 1987, requires the Board of Forestry and Fire Prevention (“the Board of Forestry”) to adopt regulations implementing minimum fire safety standards in State Responsibility Areas, including regulations requiring fuel breaks, green belts, and signs for identifying streets, roads, and buildings. In 2018 the Legislature amended Section 4290 to require that the regulations also apply to areas within Local Responsibility Areas classified as very high fire hazard severity zones. Section 4290(c) provides that such regulations will not supersede more restrictive local regulations that equal or exceed the state regulations.
- (b) In accordance with Public Resources Code Section 4290, the Board of Forestry has adopted regulations setting some of the requisite minimum fire safety. These regulations, established in the California Code of Regulations, Title 14, Sections 1270.00-1276.04 (“the Fire Safe Regulations”), do not include standards for fuel breaks as specifically mandated by Public Resource Code Section 4290(b), which states that the Board of Forestry shall, on and after July 21, 2021:

Periodically update regulations for fuel breaks and greenbelts near communities to provide greater fire safety for the perimeters to all residential, commercial, and industrial building construction within state responsibility areas and lands classified and designated as very high fire hazard severity zones, as defined in subdivision (i) of Section 51177 of the Government Code, after July 1, 2021.

To date, no such regulations have been provided.

- (c) Fuel breaks are a critical tool intended to reduce fire spread rates and intensity to allow the timely containment of wildfire. By interrupting the continuity of the fuel beds through which fire spreads, their presence decreases the potential for small fires spreading to the lands of another and slows the rate at which large fires travel, buying time for orderly evacuations and the aggregation of an effective firefighting response for the protection of lives and structures.
- (d) On October 27, 2021, the California Department of Forestry and Fire Protection (CAL FIRE) delegated to the Contra Costa County Fire Protection District and the Crockett-

Carquinez Fire Protection District the authority to inspect and enforce the Fire Safe Regulations promulgated under Section 4290. These standards for fuel breaks are consistent with that delegation and with the provisions of Public Resources Code Sections 4117 and 4290(c).

- (e) Pursuant to Section 4117 of the Public Resources Code, which provides that fire prevention districts may adopt ordinances providing fire prevention regulations that are necessary “to meet local conditions of weather, vegetation, or other fire hazards,” the Board of Directors finds that the fuel break standards in this Ordinance are necessary in light of the fire hazards created by the above local conditions.



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: April 4, 2023

Subject: APPOINTMENT TO THE SUSTAINABILITY COMMISSION

RECOMMENDATION(S):

APPOINT Norman Cohen to the District 3 Alternate seat on the Sustainability Commission to a term expiring March 31, 2025, as recommended by Supervisor Burgis.

FISCAL IMPACT:

None.

BACKGROUND:

The seat is currently vacant. Applications were accepted and the recommendation to appoint the above individual was then determined.

CONSEQUENCE OF NEGATIVE ACTION:

The seat would remain vacant.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Alicia Nuchols, 925-655-2335

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: April 4, 2023

Subject: VACANCY ON MENTAL HEALTH COMMISSION

RECOMMENDATION(S):

DECLARE vacant the District 3, Seat 3 on the Mental Health Commission previously held by Douglas Dunn due to resignation, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Burgis.

FISCAL IMPACT:

None.

BACKGROUND:

Mr. Dunn notified the District Office of his resignation to the Mental Health Commission effective immediately.

CONSEQUENCE OF NEGATIVE ACTION:

None.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Alicia Nuchols, 925-655-2335

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: April 4, 2023

Subject: REAPPOINTMENT TO THE MEASURE X COMMUNITY ADVISORY BODY

RECOMMENDATION(S):

REAPPOINT Odessa LeFrancois to the District 3, Seat 1 on the Measure X Community Advisory Board to a term expiring March 31, 2025, as recommended by Supervisor Burgis.

FISCAL IMPACT:

None.

BACKGROUND:

The Measure X Community Advisory Board was established by the Board of Supervisors on February 2, 2021 to advise the Board of Supervisors on the use of Measure X transactions and use tax funds.

CONSEQUENCE OF NEGATIVE ACTION:

The seat would remain vacant.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Alicia Nuchols, 925-655-2335

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Ken Carlson
Date: April 4, 2023

Subject: REAPPOINT Brett J. Morris to the District IV Seat on the Fish and Wildlife Committee

RECOMMENDATION(S):

REAPPOINT Brett J. Morris to the District IV Seat on the Fish and Wildlife Committee to a term ending on 2/28/2027, as recommended by Supervisor Ken Carlson.

Brett J. Morris
Walnut Creek, CA

FISCAL IMPACT:

None

BACKGROUND:

The Fish and Wildlife Committee advises the Board of Supervisors on fish and wildlife issues in Contra Costa County and makes recommendations to the Board of Supervisors for the expenditure of funds from the Fish and

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Alejandra Sanchez, (925) 655-2350

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Wildlife Propagation Fund pursuant to Fish and Game Code Section 13103. The committee addresses issues surrounding the enforcement of fish and game laws and regulations in the County. The committee considers other issues which may from time to time be referred to the Committee by the Board of Supervisors. The committee consists of ten members. One appointed by each Supervisor, four appointed by the Internal Operations Committee, and one alternate. The alternate can sit and vote for any At-large seat on the Committee. If a vacancy occurs, the alternate automatically assumes the At-large seat that is vacant.

CONSEQUENCE OF NEGATIVE ACTION:

Seat will become vacant.

CHILDREN'S IMPACT STATEMENT:

None



Contra
Costa
County

To: Board of Supervisors

From: Ken Carlson

Date: April 4, 2023

Subject: Appoint Andrei N. Obolenskiy to the District IV Seat on the Iron Horse Corridor Management Advisory Committee

RECOMMENDATION(S):

Appoint Andrei N. Obolenskiy to the District IV Seat on the Iron Horse Corridor Management Advisory Committee, with a four year term expiring on January 1, 2027, as recommended by Supervisor Ken Carlson.

Andrei N. Obolenskiy

Pleasant Hill, CA 94523

FISCAL IMPACT:

None

BACKGROUND:

The Iron Horse Corridor Management Advisory Committee was authorized by the Board of Supervisors on July 22, 1997. It was established to assist Contra Costa County in developing a management program for the Iron Horse Corridor. In October of 2000, the Board expanded the Advisory Committee's role to continue implementation and monitoring of the Landscape Element of the Management Program and to assist in completion of the Joint Use Criteria and Standards, Public Information, and Finance elements of the Management program.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 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 Committee seats include one representative from each jurisdiction or unincorporated community along the corridor, a District II seat, a District IV seat, and a seat for the East Bay Regional Park District.

CONSEQUENCE OF NEGATIVE ACTION:

There will be a vacancy on the Iron Horse Corridor Management Advisory Committee.

CHILDREN'S IMPACT STATEMENT:

None



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Declare Vacancies on the Alcohol and Other Drugs Advisory Board

RECOMMENDATION(S):

ACCEPT resignations, DECLARE vacant the following Alcohol and Other Drugs Advisory Board seats:
At-Large 1 Seat previously held by Jonathan Ciampi;
At-Large 2 Seat previously held by Victor Ortiz;
At-Large Alternate #1 Seat previously held by Mark Howard;
At-Large Alternate #2 Seat previously held by Candace "CiCi" Cowing and;

DIRECT the Clerk of the Board to post the vacancies, as recommended by the Health Services Director.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The Alcohol and Other Drugs Advisory Board's mission is to identify needs in the community with regards to substance use prevention or treatment. The findings and recommendations are provided to the Board of Supervisors, the Health Services Department, Behavioral Health Division and the Alcohol and Other Drugs Services (AODS) Administration. The Board is comprised by five (5) supervisorial district seats, six (6) At-Large

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Fatima Matal Sol, (925) 335-3307

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Member Seats and three (3) At- Large Alternate Seats.

The At-Large 1 Seat is scheduled to expire June 30, 2023. The At-Large 2 Seat, At-Large Member- Alternate #1 Seat and At-Large Alternate #2 Seat are scheduled to expire June 30, 2024. Mr. Ciampi, Mr. Ortiz, Mr. Howard, and Ms. Cowing all resigned due to personal related reasons.

CONSEQUENCE OF NEGATIVE ACTION:

The seats will remain unfilled, it will be more difficult for the Board to achieve a quorum and the diversity of viewpoints in Board deliberations will be diminished

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: April 4, 2023

Subject: APPOINT Thomas L. Geiger as County Counsel

RECOMMENDATION(S):

1. APPOINT Thomas L. Geiger as County Counsel of Contra Costa County at Step 5 of the salary range, including all benefits as provided in the current Management Resolution that apply to the position of County Counsel, pursuant to Government Code sections 27640 and 27641, effective April 4, 2023.
2. WAIVE the requirement of Government Code section 24001 for the appointment.

FISCAL IMPACT:

The estimated annual County cost for the position of County Counsel is \$484,000 of which \$102,000 is pension costs. All costs are budgeted in the General Fund within the County Counsel's Office operating budget.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Laura Strobel (925) 655-2058

By: , Deputy

cc:

BACKGROUND:

This action appoints Thomas L. Geiger to a four-year term as County Counsel, as provided in Government Code sections 27640 and 27641.

Mr. Geiger began working for the County Counsel's Office as a Deputy County Counsel in 2001. He was appointed Supervising Deputy County Counsel in 2010 and Assistant County Counsel in 2013. He was appointed Chief Assistant County Counsel in August 2022, and performed all functions of the County Counsel following the retirement of the County Counsel in November 2022. Mr. Geiger has significant legal experience in the areas of land use, code enforcement, real estate, public works, elections, emergency medical services, and Delta and water issues, and he advised the Board of Supervisors, County Health Officer, and other County departments on legal issues arising from the COVID-19 pandemic response. Mr. Geiger graduated from Stanford University and the University of California, Davis, School of Law.

This action also waives the County residence requirement of Government Code section 24001 for the appointment. The waiver is authorized by Government Code section 27641.1.



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: April 4, 2023

Subject: APPOINT Joanne Lin-Hening to the District I Alternate seat of the First 5 - Contra Costa Children and Families Commission

RECOMMENDATION(S):

APPOINT Joanne Lin-Hening to the District I Alternate seat of the First 5 - Contra Costa Children and Families Commission for a term ending April 4, 2026, as recommended by Supervisor Gioia.

FISCAL IMPACT:

None.

BACKGROUND:

The First 5 - Contra Costa Children and Families Commission works to support early childhood development through a strategic plan developed pursuant to the California Children and Families First Act of 1998.

The First 5 Commission includes nine (9) members appointed by the Board of Supervisors. The Commission has authorized alternates for all nine of the Commissioners, who also require appointment by the Board of Supervisors. In total, there are up to 18 seats.

The nine members are defined as follows:

- (a) The Chair of the Board of Supervisors -- or another Board of Supervisors member as designated by the Chair.
- (b) 3 members from among the County Health Officer

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: 5109320415

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and persons responsible for management of the following county functions: children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services. The three initial appointments are: the County Health Officer, the Employment and Human Services Director, and the Community Services Director.

(c) 5 members from the following categories: (1) Recipients of project services included in the County strategic plan; (2) Educators specializing in early childhood development; (3) Representatives of a local child care resource or referral agency, or a local child care coordinating group; (4) Representatives of a local organization for prevention or early intervention for families at risk; (5) Representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; (6) Representatives of local school districts; (7) Representatives of local medical, pediatric, or obstetric associations or societies; (8) Representatives of local mental health and/or substance abuse organizations; and (9) Representatives of parent advocacy groups.

CONSEQUENCE OF NEGATIVE ACTION:

None.



Contra
Costa
County

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: April 4, 2023

Subject: Appropriation Adjustment to move FY 22-23 Venture Capital funds from Information Technology (0147) to Telecommunications (0060)

RECOMMENDATION(S):

APPROVE Appropriation Adjustment No.005053 authorizing the transfer of \$1,015,000 in appropriations from the Department of Information Technology (0147) to Telecommunications (0060).

FISCAL IMPACT:

This action increases appropriations in Telecommunications (0060) by \$1,015,000 and reduces appropriations in Information Technology (0147) by that amount.

BACKGROUND:

During the FY 22-23 budget process, the Department of Information Technology was approved appropriations for Telecommunications projects to purchase Cisco equipment for continued UC (Unified Communications) conversions at various County department locations, DC power monitoring for both the County's primary and back-up Data Centers, and radio tower fencing upgrades for several hilltop microwave/radio sites to protect the public safety radio network from theft and vandalism.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, there will be insufficient funds in Telecommunications (0060) to complete paying for the projects.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Michelle Colefield, 608-4033

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

None.

ATTACHMENTS

TC27_AP005053

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY


FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: DOIT (0147) or Telecommunications (0060)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
1050	4951	OFFICE EQUIP & FURNITURE	1,015,000	00	
4280	4955	RADIO & COMMUNICATN EQUIP			925,000 00
4280	4955	RADIO & COMMUNICATN EQUIP			63,000 00
4280	2310	NON CNTY PROF SPCLZD SVCS			27,000 00
			1,015,000	00	1,015,000 00

APPROVED

AUDITOR-CONTROLLER:
BY:  DATE 3/10/23


COUNTY ADMINISTRATOR:
BY: _____ DATE _____

BOARD OF SUPERVISORS:
YES:
NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

To move Venture Capital funds into correct org numbers and sub-accounts.



TITLE: Sarah Bunnell
Chief of Admin Svcs

SIGNATURE _____ DATE 2/27/2023

APPROPRIATION _____ APOO 5053

ADJ. JOURNAL NO. _____



Contra
Costa
County

To: Board of Supervisors
From: LEGISLATION COMMITTEE
Date: April 4, 2023

Subject: ADOPT a position of "Sponsor" on AB540 (Wicks): Social Service Transportation Improvement Act: coordinated transportation services agencies

RECOMMENDATION(S):

ADOPT a position of "Sponsor" on Assembly Bill 540 (Wicks), which will improve and expand mobility options for older and disabled Californians through strengthened policies and the addition of a revenue stream.

FISCAL IMPACT:

No fiscal impact from the adoption of a "Sponsor" position on the bill.

BACKGROUND:

[AB 540 \(Wicks\)](#) "Social Service Transportation Improvement Act: coordinated transportation services agencies" is currently sponsored by the organization "[Choice in Aging](#)" and is supported by The Alzheimer's Association, Disability Rights California, LeadingAge California, The California Foundation for Independent Living Centers, Justice in Aging, and Senior and Disability Action. The Contra Costa County Board of Supervisors issued a letter of support for AB 540 on March 8, 2023. (*Attached*)

Improving transportation options for older residents and those with disabilities has been a longstanding priority for the Contra Costa County Board of Supervisors. The County's

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: John Cunningham, (925)
655-2915

By: , Deputy

cc:

BACKGROUND: (CONT'D)

2019 State Legislative Platform included County-Sponsored legislation to that end (language below). During 2021 and 2022, staff and the County's transportation legislative advocate consulted with and updated the Transportation, Water, and Infrastructure Committee (TWIC) on the County's technical and policy support to the State on accessible transportation issues. That support, provided during the 2021 Master Plan for Aging initiative and subsequently at the State's Disability and Aging Living Advisory Committee, combined with other advocacy resulted in Assemblymember Buffy Wicks introducing the subject bill, AB 540: Social Service Transportation Improvement Act: coordinated transportation services agencies.

2019 County Platform Language

Seniors/Persons with Disabilities Transportation Funding Program

The "Seniors/Persons with Disabilities (SPD) Transportation Program" creates a mechanism to strategically increase funding for transportation programs serving the senior/disabled population. It is acknowledged at the local, regional, state and federal levels that transportation programs for this population are underfunded and underdeveloped. These deficiencies will increase as demographic and public health shifts amplify these issues.

A "sponsor" position would allow the County to have an opportunity to contribute to the amendment process, and improve the County's position when meeting with potential supporters. The bill and the sponsor position was discussed and approved at the March 13, 2023 Legislation Committee. If the recommendation is accepted, the bill would include Choice in Aging and the County as Co-Sponsors.

Other

- Attached to this report are the AB 540 Fact Sheet, Press Release, and Backgrounder.

[AB 540 \(Wicks\)](#)

Author: Buffy Wicks (D-014)

Title: Social Service Transportation Improvement Act

Fiscal Committee: yes

Urgency Clause: no

Introduced: 02/08/2023

Disposition: Pending

LEGISLATIVE COUNSEL'S DIGEST

AB 540, as introduced, Wicks. Social Service Transportation Improvement Act: coordinated transportation services agencies.

(1) The Social Service Transportation Improvement Act requires transportation planning agencies and county transportation commissions to prepare and adopt plans detailing required steps to consolidate social service transportation services, including the designation of consolidated transportation service agencies. The act requires funding for implementation to be provided from specified local transportation funds.

This bill would require the coordination, rather than the consolidation, of social service transportation services under the act and would recharacterize consolidated transportation service agencies in the act as coordinated transportation service agencies. This bill would authorize a coordinated transportation service agency to review and comment on specified plans and projects relevant to its jurisdiction, and would require specified agencies to respond to the comments.

By increasing service requirements for counties, this bill would create a state-mandated local program.

(2) Existing law annually imposes a transportation improvement fee on each vehicle based on its market value. Existing law requires the deposit of these revenues into specified accounts, one of which is the Public Transportation Account. The California Constitution requires that all of these revenues be used solely for specified transportation purposes.

This bill would increase the transportation improvement fee by \$10 per vehicle, and would require the revenues generated to be deposited into the Public Transportation Account. The bill would continuously appropriate this fee revenue for allocation, as specified, to counties for accessible transportation services for seniors and disabled persons.

(3) This bill would include a change in state statute that would result in a taxpayer paying a higher tax within the meaning of Section 3 of Article XIII A of the California Constitution, and thus would require for passage the approval of 2/3 of the membership of each house of the Legislature.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote Required: TWO THIRDS Appropriation: YES Fiscal Committee: YES Local Program: YES Immediate Effect NO Urgency: NO Tax Levy: NO Election: NO Usual Current Expenses: NO Budget Bill: NO Prop 25 Trailer Bill: NO

CONSEQUENCE OF NEGATIVE ACTION:

If the "Sponsor" position is not adopted, it may compromise the effectiveness of efforts by the County and community based advocates to support the bill.

ATTACHMENTS

1: AB 540 Documents: Fact Sheet, Press Release, Backgrounder

2: March 8, 2023 Letter: BOS to AM Wicks: AB540: SUPPORT

Assembly Bill 540

Choice in Aging – Senior and Disabled Transportation Assemblymember Buffy Wicks (AD-14)

SUMMARY

AB 540 expands transportation options and helps to reduce social isolation for older Californians and those with disabilities by updating the 1979 Social Service Transportation Improvement Act (SSTIA) with the addition of a revenue stream. AB 540 also modernizes and strengthens policies related to the “consolidated transportation services agency” (CTSA) mechanism by applying research-based policy and funding solutions to a problem that will only increase as California’s population ages.

ISSUE

Due to physical or cognitive limitations or disabilities, many senior and disabled Californians cannot use a private car or conventional public transportation. They instead rely on a variety of accessible transportation (AT) services¹ in order to go to appointments, buy groceries, see family members, and meet basic needs. AT services are a range of programs that fill the many substantial gaps in conventional transportation and transit systems by providing riders with extra assistance getting on and off a vehicle, accommodating special medical equipment and mobility devices, and picking up and dropping off riders closer to their origin or destination. The Americans with Disabilities Act (ADA) Paratransit Service, the entity most individuals think of when discussing AT services, is extremely limited in availability, expensive to provide, user-unfriendly, and only addresses a fraction of the transportation needs of older and disabled Californians.²

Due to a range of organizational and funding factors, accessible transportation services in California do not currently meet the mobility needs of the millions they are supposed to serve and are even more ill-equipped to respond to forecasted increase in demand. It is not uncommon for a rider to spend hours on a paratransit vehicle for a trip that is just a few miles, get dropped off at an incorrect location with no means of getting help, or need to book a trip at least a week in advance in order to get served. Operational problems with services include vehicles and other resources not utilized to capacity, redundant services in some areas while there is minimal to no service in other areas, substantial variation in service quality and safety, and a lack of reliable service information.³

The human and financial costs of California’s inadequate paratransit system are massive, especially considering that much of the state’s population is aging in suburban and rural settings, where private vehicle access is the only mode of transportation available. Mobility limitations of passengers, and a lack of family, friends, or caregivers to provide a ride, add up to ensure increased isolation and loneliness, including many never leaving their homes and some being institutionalized because they cannot get to necessary nutrition and medical services. The Centers for Disease Control cautions that “Loneliness and social isolation in older adults are serious public health risks affecting a significant number of people in the United States and putting them at risk for dementia and other serious medical

¹Accessible transportation (AT) services are an umbrella term for transportation services provided to persons with disabilities and seniors. These include city-provided “dial-a-ride,” Americans with Disabilities Act-mandated public paratransit, volunteer driver programs, accessible wayfinding/public rights of way, non-profit and community-based transportation, mobility management programs, etc.

²National Academy of Sciences: Future of Disability In America: Transportation Patterns and Problems of People with Disabilities

³Transit Cooperative Research Program, National Academy of Sciences: Transportation Research Board, Report 91, “Economic Benefits of Coordinating Human Service Transportation and Transit Services.”

conditions.”⁴ One study found that “isolated seniors have higher Medicare spending, driven by increased hospitalization and institutionalization, and face greater mortality. Policies supporting social connectedness could reap significant savings.”⁵

While other sectors of California’s transportation system regularly benefit from increased funding and improved policies, AT services have not been meaningfully updated since they were initially set up in 1979. **Six times** the State has acknowledged AT services need to be improved⁶, studied the issue, but neglected to implement recommendations. This neglect has allowed these programs to stagnate in the face of rapidly growing demand. This situation is unbecoming for a state with the “largest and most complex transportation system in the nation.”

California already has a robust policy solution for improving accessible transportation - the ‘Consolidated Transportation Services Agencies’ mechanism, which promotes the provision of coordinated accessible transportation services. However, the original legislation that enabled CTSA’s was permissive, and had no financial incentive to spur establishment. As a result, very few CTSA’s were formed.

This issue has been studied numerous times over decades, with no progress shown for these efforts. AB 540 breaks through this legacy of inaction.

SOLUTION

AB 540 will establish a ‘Coordinated Transportation Service Agency’ (CTSA) in all 58 California counties while respecting and supporting existing CTSA’s. These CTSA’s will enhance coordination, promote a more seamless rider experience, including a single point of entry for

⁴“Loneliness and Social Isolation Linked to Serious Health Conditions.” United States Center for Disease Control. <https://www.cdc.gov/aging/publications/features/lonely-older-adults.html>

⁵“Social Isolation and Medicare Spending: Among Older Adults, Objective Social Isolation Increases Expenditures

riders wishing to arrange for travel, and provide a dedicated funding stream for these services. The bill expands the authority of CTSA’s to facilitate integrating the needs of seniors and the disabled into public policy and investment processes, including engagement in capital improvement program review, general plan development, transit stop access plans, and more.

AB 540 will leverage and improve upon existing mechanisms. In addition to the 1979 SSTIA, the bill uses the federally required, locally developed Coordinated Public Transit Human Services Transportation Plans to ensure that investments are adequate and appropriate for local conditions. For the same reasons, County Boards of Supervisors will play a role in implementation. These local officials have critical knowledge of local needs, familiarity with non-profit and community-based organizations, and significant public health authority and expertise.

While providing urgently needed improvements to accessible transportation programs, AB 540 improves cost-effectiveness and reduces greenhouse gasses.⁷

Funding: An acknowledged shortfall in the original 1979 SSTIA was the need for more funding to support CTSA activities. AB 540 establishes a transportation improvement fee of **\$10.00 per vehicle**, with the revenues being provided to County designated CTSA’s.

SUPPORT

- Choice In Aging (**Sponsor**)

while Loneliness Does Not.” Shaw, Jonathan M.D. et al. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5847278/>

⁶Since 2003 there have been 6 state efforts which identified accessible transportation problems and provided unfulfilled recommendations. These initiatives took place in 2003, ’04, ’05, 07, ’09, and ’21

⁷U.S Dept. of Energy, Avg VMT of Major Vehicle Categories

CONTACT

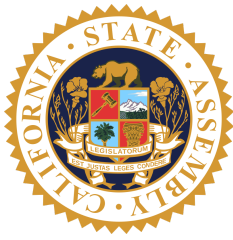
Cameron Gadson

Office of Assemblymember Wicks

(916) 319-2014

cameron.gadson@asm.ca.gov





FOR IMMEDIATE RELEASE
March 6, 2023

Contacts:
Debbie Toth
Choice in Aging
(925) 395-7596

Erin Ivie
Assemblymember Buffy Wicks
(510) 619-8495

Assemblymember Buffy Wicks introduces legislation to provide equitable transportation services for older Californians and people with disabilities

SACRAMENTO – Earlier this month, Assemblymember Buffy Wicks introduced AB 540, the Social Service Transportation Improvement Act: Coordinated Transportation Sources Agencies. This bill improves access to transportation for older people and people with disabilities with the addition of a revenue stream, increased service requirements, coordination rather than consolidation of social service transportation services, and a strengthening of county-wide networks of transportation services.

“Transportation services for our elders and people with disabilities are substandard,” said Assemblymember Buffy Wicks. “Seniors are the fastest growing population in California, but our methods for services and network of transportation services have remained stagnant, resulting in inequitable access to transportation services.”

AB540 applies proven best practices and recommendations of the 2021 California Master Plan for Aging Stakeholder Advisory Committee and the Caltrans Mobility Action Plan so that every Californian, regardless of age or ability, has access to a systematically developed and funded, seamless, person-centered transportation system.

Right now, Californians with cognitive or physical characteristics that prevent them from operating a car or using conventional public transportation often rely on ADA paratransit to go to appointments, meet basic needs and see family. ADA Paratransit has significant limitations. Expanded accessible transportation services are needed to fill gaps left by ADA paratransit. AT services will provide riders person-centered assistance, accommodate special medical equipment and mobility devices, drop users off closer to their destination, and generally fill the many gaps left by ADA paratransit, all while increasing cost-effectiveness and reducing greenhouse gasses.

Unfortunately, it is not uncommon for a paratransit rider to spend hours in a vehicle for a trip of just a few miles, have to arrange for transfers between two or more paratransit services in the same county, or need to book a trip more than a week in advance.

“Elders and riders with disabilities endure increased isolation and loneliness, and associated health problems, as a result of not being able to access mobility when they need it,” said Debbie Toth, CEO of Choice in Aging and a member of the California Master Plan for Aging Stakeholder Advisory Committee.

“Access to transportation services is key to allowing seniors and people with disabilities to live independently in their community.”

“This issue has been studied for more than twenty years with no notable progress,” said Eric Harris, Public Policy Director of Disability Rights California. “California’s conventional transportation and transit systems have benefitted from increased funding and dedicated funding streams while this underserved population has unequal transportation options. AB540 will remedy this.”

AB540 will increase the transportation improvement fee \$10 per vehicle and require every county to set up “coordinated transportation service agencies” to improve transportation service to seniors and people with disabilities.

“This investment will result in effective, equitable local transportation services,” said Wicks. “I invite all of California’s transit advocates and providers to recognize this important need and support this long overdue fix to our transportation system.”

This legislation is supported by numerous non-profit and advocacy organizations throughout the state and region, including Choice in Aging, The Alzheimer’s Association, Disability Rights California, LeadingAge California, The California Foundation for Independent Living Centers, Justice in Aging, Senior and Disability Action, and others.

###



Accessible Transportation Problem/Solution Summary Transportation for Older Californians and Those With Disabilities



February 2023

Problem: A significant portion of senior and disabled Californians can't get where they need to go because the State's immense transportation funding and policy apparatus does not address their needs. In stark contrast to the rest of the transportation system, accessible transportationⁱ funding, policies, and programs for this population have remained stagnant for decades despite the demographically driven increase in demand for services and the open acknowledgement by the State that improvements need to be made.

- **Demographics:** The aging of society is a well-documented result of the baby boom. This demographic shift is placing increasing demands on a wide range of policy areas, transportation included. The State's 2021 Master Plan for Aging describes the situation: *"California's over-60 population is projected to diversify and grow faster than any other age group. Increasing from 16 percent in 2010 to ¼ of the population by 2030, when there will be 10.8 million older adults in California."*
- **Study and Stagnate:** In the past 19 years there have been six State initiatives that have documented this problem and made recommendations. **No recommendations have ever been implemented.** See "Legacy of Stagnation" below.
- **Inequities:** Every other segment of the transportation system receives increased funding and policy support with consistent implementation. Examples: In 2008 the California Complete Streets Act was passed which bolstered policies and funding to improve facilities for cyclists and pedestrians. In 2017, SB 1 included increased funding for road maintenance, cyclists/pedestrians, conventional transit, boating/park programs, university research, etc., but no dedicated funding for accessible transportation. Further inequities are found in rural areas, especially during disasters, due to limited services and population-based funding formulas resulting in inadequate transportation options which strand and endanger disabled and older Californians. **The "largest and most complex transportation system in the nation" is simply not providing equitable benefits to all Californians.**

"Current senior-oriented mobility services do not have the capacity to handle the increase in people over 65 years...the massive growth among the aging ...points to a lack of fiscal and organizational readiness...the closure and consolidation of medical facilities while rates of diabetes and obesity are on the rise will place heavy demands on an already deficient system."

Coordinated Public Transit-Human Services Transportation Plan,
Metropolitan Transportation
Commission

Solution

- **Legislation:** After 20+ years of attempts to solve these issues administratively, it falls on the legislature to bring improvements to this service area. The intent is to update the 1979 Social Service Transportation Act to fund and enhance coordination of services. To achieve this, the legislation will leverage two existing programs, the Consolidated Transportation Services Agency (CTSA) mechanism established in California statute and the Coordinated Public Transit – Human Services Transportation Plans established under federal law. In contrast to the current permissive and unfunded approach to this service area, the bill intends to establish a systematic, funded solution. *(Subsequent to the development of this white paper Assemblymember Buffy Wicks introduced [AB-540 Social Service Transportation Improvement Act: coordinated transportation services agencies](#). AB540 will implement solutions described in this document.)*

Legacy of Stagnation: California has *decades* of unsuccessful initiatives to address the problem, we are stuck in a “study and stagnate” cycle:

- **2003:** California Health and Human Services: Strategic Plan for an Aging California: Comprehensive accessible transportation recommendations. **No implementation.**
- **2004:** Master Plan *on* Aging: Transportation recommendations: **No implementation.**
- **2005:** CA Commission on Aging Transportation Task Team Report: **No implementation.**
- **2007:** CA Commission on Aging Transportation Task Team Report: **No implementation.**
- **2009:** Caltrans: Mobility Action Plan-Assessing Human Service Transportation Coordination. Extensive study on accessible transportation with recommendations. **No implementation.**
- **2017:** *Senate Bill 1 Road Repair and Accountability Act (\$5.2B Annual): No dedicated funding for accessible transportationⁱⁱ*
- **2021:** Master Plan *for* Aging: The Governor’s Stakeholder Advisory Committee drafted a robust, thoughtful set of recommendations based on widely accepted best practices. This input was not included in the final Master Plan for Aging report while recommendations in all other service areas were accepted. **No meaningful transportation recommendations were included.**
- The last success was the **1979** Social Service Transportation Improvement Act which has proven to be ineffective due to the lack of funding and permissive language which this proposal addresses.

Barriers

- Transportation issues related to aging and disability are overshadowed by every other segment of the transportation system. There is no seat at the transportation table for accessible transportation needs.
- This vulnerable population has a limited capacity for self-advocacy, there is no ability to be the “squeaky wheel”.
- Because of this limited ability for self-advocacy, issues around ageism and ableism are often left out of the many long overdue diversity, equity, and inclusion initiatives underway.
- Reliance of Caltrans, CalSTA, the CTC and the legislature on the public transit lobby for guidance on accessible transportation. Public transit agencies are the minority providerⁱⁱⁱ of accessible transportation and are consumed with other priorities including commute, school, low-income, greenhouse gas reduction efforts, and ADA paratransit^{iv} services. See pullout quote to the right.

Political individuals and organizations with vested interests in “the status quo” will often view expanded transportation services as a threat to their own power or influence and may, therefore, take steps to derail both personal and organizational capital invested in the coordinated transportation system.

Transportation Research Board, National Academies of Sciences, on coordinating human service transportation and transit.

Contact: Debbie Toth dtoth@choiceinaging.org

ⁱ Accessible transportation is a term being used to refer to a broad range of transportation related services provided to persons with disabilities and elderly individuals. For the purposes of this paper, accessible transportation is defined as a range of transportation/transit and supportive services such as city/community programs, Americans with Disabilities Act (ADA) mandated public paratransit service, accessible wayfinding and public rights of way, transportation provided by private non-profits, mobility management programs, volunteer-based transportation programs, etc.

ⁱⁱ SB1 was not an initiative to improve accessible transportation but used to highlight that, in this grand restructuring and increase of gas taxes, virtually every mode of transportation and related issues were funded but no dedicated funding for accessible transportation.

ⁱⁱⁱ American Public Transit Association Fact Book

^{iv} ADA paratransit only addresses a small fraction of the needs of this population and due to numerous factors, cannot be scaled up to address the needs of older persons and those with disabilities.

The Board of Supervisors

County Administration Building
651 Pine Street, Room 106
Martinez, California 94553

John Gioia, 1st District
Candace Andersen, 2nd District
Diane Burgis, 3rd District
Ken Carlson, 4th District
Federal D. Glover, 5th District

March 8, 2023

Honorable Buffy Wicks
State Capitol
Sacramento, CA 95814

Re: Assembly Bill 540 – Social Service Transportation Improvement Act: coordinated transportation services agencies

Dear Assemblymember Wicks:

On behalf of Contra Costa County, I am writing to thank you for authoring Assembly Bill 540 - Social Service Transportation Improvement Act: coordinated transportation services agencies. This important bill will improve and expand mobility options for older and disabled Californians through strengthened policies and the addition of a much-needed revenue stream. The Contra Costa County Board of Supervisors enthusiastically supports AB 540.

California's over-60 population is projected to grow faster than any other age group. In addition to this well-known increase in the older population, the disabled population is also growing due to public health factors. Combined, this rapidly growing population has unique mobility needs that our current transportation system is ill-equipped to meet and even less prepared in the future. After years of inactivity in this policy area your leadership gives us hope that our older and disabled residents will see vastly improved mobility options in the near future. AB 540's systematic, statewide implementation of coordinated transportation best practices is a sensible, common-sense approach to solving this longstanding issue.

Your efforts will bring desperately needed justice and equity to our transportation system. While the State makes much-needed investments in conventional transportation systems, roads, bicycle and pedestrian infrastructure, maintenance, fixed route transit, etc., systems for transporting older Californians and those with disabilities have stagnated.

We appreciate your leadership in improving our transportation system for **all** Californians. It is our hope that with the advances established in AB 540, the "*largest and most complex transportation system in the nation*" will include equitable transportation services for older and disabled Californians.

Sincerely,



John M. Gioia
Chair
Contra Costa County Board of Supervisors

Copy

- Honorable Members of the Contra Costa County State Legislative Delegation
- Federal D. Glover, Chair - Contra Costa Transportation Authority
- Contra Costa County Board of Supervisors
- Jesse Arreguin, Chair – Joint MTC/ABAG Leg. Committee c/o Georgia Gann Dohrmann
- Disability and Aging Community Living Advisory Committee (CalHHS)
c/o Amanda Lawrence, California Department of Aging

Contra Costa County



Monica Nino
Clerk of the Board
and
County Administrator
(925) 655-2075



Contra
Costa
County

To: Board of Supervisors
From: LEGISLATION COMMITTEE
Date: April 4, 2023

Subject: AB 817 (Pacheco) Local Government: Open Meetings; AB 240 (Kalra) California Spay-Neuter Fund--SUPPORT

RECOMMENDATION(S):

As recommended by the Legislation Committee (Supervisors Carlson & Burgis), adopt a position of "Support" on:

[AB 817 \(Pacheco\): Local Government: Open Meetings](#), a bill that would allow members of non-decision-making legislative bodies that do not have the ability to take final action to participate in two-way virtual teleconferencing without posting their personal addresses while teleconferencing; and

[AB 240 \(Kalra\): Dogs and Cats: California Spay-Neuter Fund](#), a bill that would establish the California Spay-Neuter Fund to finance low-cost spay-neuter operations throughout the state.

AUTHORIZE the Chair of the Board to sign letters supporting these bills.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: L. DeLaney, (925) 655-2057

By: , Deputy

cc:

FISCAL IMPACT:

There is no fiscal impact from the adoption of an advocacy position although the bills themselves may have fiscal effects.

BACKGROUND:

At their [March 13, 2023](#) meeting, the Legislation Committee took action to recommend that the Board of Supervisors adopt a position of "Support" on AB 817 and AB 240.

AB 817 (Pacheco)

Author: Blanca Pacheco (D-064)

Coauthor: Wilson (D)

Title: Open Meetings: Teleconferencing: Subsidiary Body

Fiscal Committee: no

Urgency Clause: no

Introduced: 02/13/2023

Last Amend: 03/16/2023

Disposition: Pending

Location: Assembly Local Government Committee

Summary: Relates to the Ralph Brown Act. Authorizes a subsidiary body to use alternative teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency.

Status: 03/16/2023 To ASSEMBLY Committee on LOCAL GOVERNMENT.
 03/16/2023 From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments.
 03/16/2023 In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT

According to CSAC, who is co-sponsoring the bill along with the California Association of Recreation and Park Districts, League of California Cities, Rural County Representatives of California, and the Urban Counties of California, [AB 817](#) "would increase civic engagement by allowing members of non-decision-making legislative bodies that do not have the ability to take final action to participate in two-way virtual teleconferencing without posting their personal addresses while teleconferencing. Counties and other local governments have faced an ongoing challenge to recruit and retain members of the public on advisory bodies, boards, and commissions. Challenges associated with recruitment have been attributed to participation time commitments, time and location of meetings, physical limitation, conflicts with childcare, and work obligations, to name just a few. The COVID-19 pandemic drove both hyper-awareness and concerns about the spread of infectious diseases, as well as removed barriers to local civic participation by allowing this same remote participation. This enabled individuals who could not otherwise accommodate the time, distance, or mandatory physical participation requirements to engage locally, providing access to leadership opportunities and providing communities with greater diversified input on critical community proposals. The in-person requirement to participate in local governance bodies presents a disproportionate challenge for those with physical or economic limitations, including seniors, persons with disability, single parents and/or caretakers, economically marginalized groups, and those who live in rural areas and face prohibitive driving distances. AB 817 addresses these issues by providing a narrow exemption under the Ralph M. Brown Act for non-decision-making legislative bodies that do not take final action on any legislation, regulations, contracts, licenses, permits, or other entitlements, so that equity in opportunity to serve locally and representative diversity in leadership can be achieved." The bill has been referred to the Assembly Local Government Committee and is awaiting a hearing date. A Fact Sheet for the bill is available [here](#).

AB 240 (Kalra)

Author: Ash Kalra (D-025)

Title: Dogs and Cats: California Spay-Neuter Fund

Fiscal Committee: yes

Urgency Clause: no

Introduced: 01/13/2023

Last Amend: 02/28/2023

Disposition: Pending

Committee: Assembly Agriculture Committee

Hearing: 03/29/2023 1:30 pm, State Capitol, Room 126

Summary: Requires the Department of Food and Agriculture to collect, on an annual basis, a charge of a specified amount from a manufacturer of dog and cat food for each label submitted by the manufacturer to the State Department of Public Health for dog and cat food. Requires a manufacturer of dog and cat food that has less than a specified amount in verifiable gross annual sales to instead pay only a single annual charge of a specified amount to the Department of Food and Agriculture; appropriates funds.

Status: 03/15/2023 In ASSEMBLY Committee on AGRICULTURE: Not heard.

Full Status

01/13/2023 INTRODUCED.

02/02/2023 To ASSEMBLY Committees on AGRICULTURE and REVENUE AND TAXATION.

02/28/2023 From ASSEMBLY Committee on AGRICULTURE with author's amendments.

02/28/2023 In ASSEMBLY. Read second time and amended. Re-referred to Committee on AGRICULTURE.

03/15/2023 In ASSEMBLY Committee on AGRICULTURE: Not heard.

[AB 240](#) would establish the California Spay-Neuter Fund to finance low-cost spay-neuter operations throughout the state of California. The Fund would be financed through a \$200 annual charge to pet food manufacturers for each dog and/or cat food label they have on file with the State Department of Public Health. The fund will be managed by the California Department of Food and Agriculture (CDFA), which will distribute the money through competitive grants and/or set allocations. "Eligible partners" will include public animal shelters, private animal shelters with public contracts, and nonprofits for whom spay-neuter is a primary activity. Grant recipients must primarily use any money they receive for spay-neuter services. They will also be required to report annually on how they used the funds and the outcomes that use produced.

The Assembly Agriculture Committee analysis for the bill is available [here](#).

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not adopt a "Support" position on the bill, there will be no official advocacy position for Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: April 4, 2023

Subject: Add one Administrative Services Assistant III position & Cancel one Administrative Services Assistant II-Project position in the Health Services Dept

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26130 to add one (1) Administrative Services Assistant III (APTA) position at salary plan and grade ZB5-1631 (\$7,152- \$8,694) and cancel one (1) vacant Administrative Services Assistant II-Project (APV2) position #19120 at salary plan and grade Z25-1475 (\$6,129-\$7,449) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost increase of \$22,708 with \$5,790 in pension cost already included. The cost will be fully funded by Drug Medi-Cal Federal Financial Participation/State General Funds/Local Revenue Funds.

BACKGROUND:

The Alcohol and Other Drug Services (AODS) in the Health Services Department is requesting to add one (1) Administrative Services Assistant III position. AODS received grant funding from the American Plan Rescue Act (ARPA) to implement the expansion of substance use programs. The federal funding source has mandatory reporting requirements. The Administrative Services Assistant III position will provide proper monitoring of program expenditures and mandatory reporting to the Department of Health Care Services for recovery residences, primary prevention, and other expenditures associated with the ARPA. This position is necessary for providing additional administrative support for the expansion of substance use services. AODS has also determined that the Administrative Services Assistant II-Project position, which has never been filled, no longer meets their operations needs as there is an ongoing need for a permanent position to fulfill the administrative duties.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Alcohol and Other Drugs Services will not have adequate staffing to monitor and report program expenditures, which will hinder the department from meeting the requirements of program funding. AODS may forfeit current funding and negatively impact its ability to receive future grants from any federal or state funds.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Jenny Nicolas, 925-957-5267

By: , Deputy

ATTACHMENTS

P300 No. 26130 HSD

POSITION ADJUSTMENT REQUEST

NO. 26130
DATE 3/16/2023

Department Health Services Department No./
Budget Unit No. 0466 Org No. 5938 Agency No. A18
Action Requested: Add one (1) Administrative Services Assistant III (APTA) position and cancel one (1) vacant Administrative Services Assistant II-Project (APV2) position #19120 in the Health Services Department. (Represented)

Proposed Effective Date: 4/5/2023

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 \$22,708.93 Net County Cost \$0.00
Total this FY \$7,569.64 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% DMC FFP/SGF/LRF

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

Jenny Nicolas

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

3/14/2023

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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

Effective: Day following Board Action.

_____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

3/30/2023

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: Approve as recommended by the Department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Thomas L. Geiger, Chief Assistant County Counsel
Date: April 4, 2023

Subject: Delete one Chief Assistant County Counsel - Exempt and add one Assistant County Counsel - Exempt

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26141 to delete one (1) Chief Assistant County Counsel - Exempt (2ED2) at salary plan and grade B8E 2505 (2ED2) (\$18,096.70- \$23,096.49) position #14077 and add one (1) Assistant County Counsel - Exempt (2ED1) at salary plan and grade B8E 2385 (\$16,069.35- \$19,532.39) in the Office of the County Counsel.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The cancelation of the Chief Assistant County Counsel position is the result of a recent office reorganization. The job responsibilities of the Assistant County Counsel position are in alignment with the duties that will be performed by the appointment and this position adjustment will best serve the needs of the office and County.

CONSEQUENCE OF NEGATIVE ACTION:

The County Counsel's Office will be unable to assign the classification that is commensurate with the job responsibilities.

CHILDREN'S IMPACT STATEMENT:

None.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Wanda McAdoo, 925 655-2211

By: , Deputy

ATTACHMENTS

AIR 53101 P300 26141 CCC Add and
Cancel

POSITION ADJUSTMENT REQUEST

NO. 26141
DATE 3/29/2023

Department County Counsel Department No./
Budget Unit No. 0030 Org No. 1700 Agency No. 17
Action Requested: Delete one Chief Assistant County Counsel (2ED2) position #14077 and add one Assistant County Counsel - Exempt (2ED1) position

Proposed Effective Date: 4/5/2023

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 (\$24,328.00) Net County Cost \$0.00
Total this FY (\$6,082.00) N.C.C. this FY \$0.00

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.

Thomas L. Geiger

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Strobel 3/29/2023

Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/29/2023

Delete one (1) Chief Assistant County Counsel - Exempt (2ED2) at salary plan and grade B8E 2505 (2ED2) (\$18,096.70-\$23,096.49) position #14077 and add one (1) Assistant County Counsel - Exempt (2ED1) at salary plan and grade B8E 2385 (\$16,069.35- \$19,532.39) in the Office of the County Counsel.

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

Effective: Day following Board Action.
 _____(Date)

Gladys Reid 3/29/2023

(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: Anna Roth, Health Services
Date: April 4, 2023

Subject: Increase the hours of one Registered Nurse position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26136 to increase the hours of one (1) Registered Nurse (VWXG) position #18027 from 32/40 to 40/40 at salary plan and grade L32-1880 (\$11,542 - \$14,414) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual increase of approximately \$52,611, with \$13,416 in pension cost included. This position will be fully funded by current County General Fund allocations already included in the Department's budget.

BACKGROUND:

The Health Services Department is requesting to increase the position hours from 32/40 to 40/40 as the incumbent has been working 40 hours/week for more than a year as a Registered Nurse in West County Detention. Incumbents in the classification have the ability to request that their position hours be increased or decreased, as outlined in their MOU. This position plays a key role due to increased nursing operational needs to meet the community standard and required services.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department will not be able to fulfill the request of the incumbent or address the increased nursing staff operational needs.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Larita Clow, (925) 957-5244

By: , Deputy

ATTACHMENTS

P300 No. 26136 HSD

POSITION ADJUSTMENT REQUEST

NO. 26136
DATE 3/21/2023

Department Health Services
Department No./ Budget Unit No. 0301 Org No. 5701 Agency No. A18
Action Requested: Increase the hours of one (1) Registered Nurse (VWXG) position #18027 from 32/40 to 40/40 in the Health Services Department. (Represented)

Proposed Effective Date: 4/16/2023

Classification Questionnaire attached: Yes [] No [x] / Cost is within Department's budget: Yes [x] No []

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

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

Total annual cost \$52,611.00 Net County Cost \$52,611.00
Total this FY \$13,153.00 N.C.C. this FY \$13,153.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% budgeted General Fund allocation within the Department.

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

Sarah Kennard for

3/27/2023

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under Delegated Authority

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

Effective: [] Day following Board Action.

[] _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

3/28/2023

- [] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[x] Other: Approve as recommended by the Department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED [] DISAPPROVED []

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. xxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: April 4, 2023

Subject: Add 1 ASA II, 1 Health Services Accountant, & 1 Supervising Accountant; & Cancel 1 Health Plan Services Assistant-Exempt no. 9534 in Health Services

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26134 to add one (1) PFT Administrative Services Assistant II (APVA) position at salary plan and grade ZB5-1475 (\$6,129 - \$7,450); add one (1) PFT Health Services Accountant (VCTB) position at salary plan and grade ZB5-1804 (\$8,489 - \$10,319); add one (1) PFT Supervising Accountant (SAHJ) position at salary plan and grade ZA5-1703 (\$7,681 - \$9,337); and cancel one (1) PFT Health Plan Services Assistant - Exempt (VCS3) position no. 9534 at salary plan and grade B85-1023 (\$3,919 - \$4,764) in the Health Services Department. (Represented and Unrepresented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost increase of approximately \$443,489 with \$103,968 in pension costs already included. This increase will be 50% funded by HMO Enterprise Funds and 50% funded by Contra Costa Health Plan premiums.

BACKGROUND:

The goals of the Contra Costa Health Plan (CCHP), a Health Maintenance Organization (HMO), are to be responsive to the health insurance needs of the people of Contra Costa County and to encourage the promotion and awareness of Contra Costa Health Plan (CCHP) to the general public, particularly those most medically vulnerable. In order for Contra Costa Health Plan's (CCHP) Membership Services unit to meet its goals, the unit requests to add one PFT Administrative Services Assistant II position that will assist with tasks that have strict deadlines, assist in the preparation and maintenance of procedures manuals, analyze data and prepare reports on organizational, procedural and technical projects, facilitate and ensure the delivery of messages to the County's members in a compliant manner, monitor the outcomes of all communication to Health Plan members, and represent the unit on specific administrative matters. The unit must also advocate and deliver messages within a certain time frame to Health Plan members as they promote health campaigns that have a fiscal impact. Also, communication must be provided to members in the County's threshold languages as well as providing alternative formats such as large print, audio, and braille.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Lauren Jimenez, 925-957-5262

By: , Deputy

cc: Lauren Jimenez, Kathi Caudel, Paralee Purviance, Viviana Garcia, Pam Gomez, MJ DeJesus, Bud DeCesare

BACKGROUND: (CONT'D)

In addition, Health Services Finance management identified a need to add additional supervisory positions to the Contra Costa Health Plan (CCHP) finance unit. The present organizational structure is unsustainable as four (4) Accountants, one (1) Accounting Technician, and one (1) Account Clerk report directly to the manager, who also directly performs key reporting duties. On January 1, 2022, the State required Health Plans to submit a new Quarterly Financial Report to the Department of Health Care Services (DHCS) State oversight agency. New State mandates also require Medi-Cal Managed Care Health Plans to report information related to plan members who have Other Health Care Coverage (OHC), and account for refunds due from providers for medical claim overpayments. The unit must also address the additional work created by California Advancing and Innovating Medi-Cal (CalAIM) initiative and the additional work associated with a proposal to convert the Contra Costa Health Plan (CCHP) from a Medi-Cal Two-Plan Model to a Single-Plan County Organized Health System Model. The unit plans to add additional accounting staff to absorb these new mandates and reporting requirements. Management determined the addition of a Health Services Accountant and a Supervising Accountant will provide the appropriate level of management to bring on new staff, provide appropriate training and cross-training to staff, and carve out some of the routine monthly and quarterly work to enable the unit to address the new State reporting requirements in a timely manner, which is critical to the proposal to convert Contra Costa Health Plan (CCHP) to a Single-Plan Model. These additional positions will enable the unit manager to manage the unit and focus on the review of quarterly financial reporting that will become the primary responsibility of other staff. There are also increased State and Federal reporting obligations for the Community Health Plan. This plan includes commercial coverage for County employees and retirees, and the State-sponsored coverage available to in-home supportive service providers in Contra Costa County. Supervisory oversight is needed to manage the process of setting premium rates and monitoring Pharmacy costs.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, members of the Health Plan may continue to be medically vulnerable by not knowing the offered health benefits available to them and the Health Plan will not meet its regulatory requirements. Also, the current organizational structure will continue to be unsustainable which will negatively impact operations.

ATTACHMENTS

P300 No. 26134 HSD

POSITION ADJUSTMENT REQUEST

NO. 26134
DATE 3/28/2023

Department Health Services
Agency No. 18

Department No./
Budget Unit No. 0860 Org No. 6125 & 6123

Action Requested: Add one (1) PFT Administrative Services Assistant II (represented) position in org 6125, add one (1) PFT Health Services Accountant (represented) position in org 6123, add one (1) PFT Supervising Accountant (represented) position in org 6123, and cancel one Health Plan Services Assistant - Exempt (unrepresented) position no. 9534 in the Health Services department.

Proposed Effective Date: 4/5/2023

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

Total One-Time Costs (non-salary) associated with request: \$0

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

Total annual cost increase \$443,489 Net County Cost \$0
Total this FY \$110,872 N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 50% HMO Enterprise Fund, 50% Health Plan Premiums

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

Laurén Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

3/29/2023

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

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

Effective: Day following Board Action.

_____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

3/30/2023

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: Approve as recommended by the Department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. xxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: April 4, 2023

Subject: Cancel one Labor Relations Technician position and add one Labor Relations Analyst II position in the County Administrator's Office.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26142 to add one (1) full-time Labor Relations Analyst II (ADSJ) (unrepresented) position and cancel one (1) full-time Labor Relations Technician (AD7C) (unrepresented) position #17598 in the County Administrators Office.

FISCAL IMPACT:

The classification works in the labor relations unit of the County Administrator's Office and is charged out to operating departments through the County Cost Plan. The estimated cost impact for FY 2022-23 is \$14,488.

BACKGROUND:

The Labor Relations Unit of the County Administrator's Office is responsible for County wide labor relations activities, including MOU negotiations, administering provisions of Memoranda of Understanding, assisting in the resolution of grievances and disciplinary matters, and providing assistance and advice in interpretation and application of labor relations policies and procedures to operating department personnel.

The Labor Relations Technician position (formerly Labor Relations Assistant) was recently vacated due to a promotion. The unit intends to fill the vacancy created from the promotion and establish the Labor Relations Analyst II in that position. This action would allow this to occur by canceling the Labor Relations Technician position and replacing it with the Labor Relations Analyst II position. The unit is currently in need of having additional Labor Relations Analysts to perform analyst-level work.

CONSEQUENCE OF NEGATIVE ACTION:

If this position change is not approved, the unit will not have the appropriate staffing levels to meet their business needs.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: David Sanford 925.655.2070

By: , Deputy

cc:

ATTACHMENTS

P300 - Labor Relations
Analyst

POSITION ADJUSTMENT REQUEST

NO. _____
DATE 4/4/2023

Department County Administrators Office Department No./
Budget Unit No. 0003 Org No. 1220 Agency No. 03

Action Requested: Add one (1) full-time Labor Relations Analyst II (ADSJ) (unrepresented) position and cancel one (1) full-time Labor Relations Technician (AD7C) (Unrepresented) position #17598 in the County Administrators Office.

Proposed Effective Date: 4/5/2023

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 \$57,951.36 Net County Cost 57,951.36
Total this FY \$14,487.84 N.C.C. this FY 14,487.84

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.

David Sanford, Chief of Labor Relation

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Monica Nino

3/24/2023

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

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

Effective: Day following Board Action.

_____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: April 4, 2023

Subject: Add Two (2) Physical Therapist I (V5VE) Positions & Add One (1) PPT and One (1) PFT Registered Nurse (VWXG) Positions in Health Services

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26140 to add two (2) Physical Therapist I (V5VE) positions at salary plan and grade TC5-1651 (\$7,296 - \$8,868) and add one (1) PPT 24/40 and one (1) PFT Registered Nurse (VWXG) positions both at salary plan and grade L32-1880 (\$11,542 - \$14,414) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost increase of approximately \$816,098 with \$189,862 in pension costs already included. This increase will be 100% funded by Hospital Enterprise Fund I. (Dept 0540 / Org 6378 & 6308)

BACKGROUND:

Unfunded and vacant positions within Health Services were eliminated during the initial phase of the Fiscal Year 2023 - 2024 budget development process. Unfortunately, position numbers 17428 and 17429 were unfunded while the Rehabilitation Therapy Services hiring managers were in the process of candidate interviews to fill the positions. The hiring managers therefore request to add two (2) newly funded Physical Therapist I positions so they can proceed with their interview process, make their final selection, and start the onboarding process with the chosen candidates. Historically, it has been beneficial to recruit and retain new graduates in the Physical Therapist I entry-level classification as the hiring managers have a teaching structure where they fully train their employees and help them grow professionally within Health Services so they can have the opportunity to promote into the Physical Therapist II classification.

In addition, according to the Memorandum of Understanding (MOU) of the California Nurses Association (CNA), Section 33 specifies Safety which states that the County shall expend every effort to see that the work performed under the terms and conditions of the MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations. To further this goal, the Contra Costa Regional Medical Center's (CCRMC) Intensive Care Unit (ICU) commits to utilizing Registered Nurses assigned to conduct transport duties for patients who are critically ill and transport patients who are on cardiac monitors to and from diagnostic testing

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Lauren Jimenez, 925-957-5262

By: , Deputy

cc: Lauren Jimenez, Kathi Caudel, Linh Huynh, Ramona Lurvey-Hair, Karen Lloyd, Nancy Hendra

BACKGROUND: (CONT'D)

and other procedures. This added assignment ensures patients' primary nurse remains in the nursing unit to care for their other patients and remain in compliance with the Nurse-to-Patient Ratio California AB394 and Meal & Rest Breaks California SB1334 laws. This service will be provided seven (7) days a week, eight (8) hours a day, and the nurses will communicate to the inpatient unit charge nurses when transporter services are available. The nurses will also assist and manage patients between units and departments, complete assessment and handoff protocol before transport/transfer, and other duties assigned.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, the Rehabilitation Therapy Services unit will continue to have recruitment and retention issues and will not be able to provide adequate and quality rehabilitation services to the public and in the Intensive Care Unit, managers will not uphold Section 33's Safety bargaining agreement stated in the California Nurses Association's (CNA) Memorandum of Understanding (MOU) and the County will be in violation of California AB394 and California SB1334.

ATTACHMENTS

P300 No. 26140 HSD

POSITION ADJUSTMENT REQUEST

NO. 26140
DATE 3/28/2023

Department Health Services
Agency No. 18

Department No./
Budget Unit No. 0540 Org No. 6378 & 6308

Action Requested: Add two (2) PFT Physical Therapist I (V5VE) positions in org 6378, and add one (1) 24/40 part-time and one (1) full-time Registered Nurse (VWXG) positions in org 6308 in the Health Services Department (Represented)

Proposed Effective Date: 4/5/2023

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

Total One-Time Costs (non-salary) associated with request: \$0

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

Total annual cost increase \$816,098 Net County Cost \$0
Total this FY \$204,025 N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% funded by Hospital Enterprise Fund I

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

Laurén Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

3/29/2023

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

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

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 3/30/2023

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the Department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. xxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: April 4, 2023

Subject: Increase the hours of one Substance Abuse Counselor position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26137 to increase the hours of vacant Substance Abuse Counselor (VHVC) position #18447 from 32/40 to 40/40 at salary plan and grade TC5-1436 (\$5,897 - \$7,168) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual increase cost of approximately \$26,162, with \$6,671 in pension cost included. The increase will be fully funded by 2011 Realignment AB 109 funding.

BACKGROUND:

The Health Services Department is requesting to increase the position hours from 32/40 to 40/40. The Detention 2011 Realignment AB 109 program has seen a significant shift in program offerings now focused on the mental health/substance abuse needs of detained patients in their Detention facilities. This increase in services require direct engagement from mental health staff, beginning with the Substance Abuse Counselor. The Substance Abuse Counselor will be responsible for providing individual and group counseling to those individuals experiencing problems related to substance abuse; and developing and implementing intervention and treatment plans related to substance abuse intervention and rehabilitation.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department will not be able to address its Detention AB109 program's increase in services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Larita Clow, (925) 957-5244

By: , Deputy

ATTACHMENTS

P300 No. 26137 HSD

POSITION ADJUSTMENT REQUEST

NO. 26137
DATE 3/22/2023

Department Health Services Department No./
Budget Unit No. 0301 Org No. 5710 Agency No. A18
Action Requested: Increase the hours of one (1) Substance Abuse Counselor (VHVC) position #18447 from 32/40 to 40/40 in the Health Services Department. (Represented)

Proposed Effective Date: 4/16/2023

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 \$26,162.00 Net County Cost \$0.00
Total this FY \$6,541.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% 2011 Realignment, AB109 funding

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

Sarah Kennard for

3/27/2023

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under Delegated Authority

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

Effective: Day following Board Action.

_____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

3/28/2023

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the Department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED DISAPPROVED

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. xxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services
Date: April 4, 2023

Subject: Rescind Board Order No. 52148 & Add One Patient Financial Services Specialist position in Health Services

RECOMMENDATION(S):

RESCIND Board action (Item C.37) taken on February 28, 2023 to reassign one Patient Financial Services Specialist; and ADOPT Position Adjustment Resolution No. 26138 to add one (1) Patient Financial Services Specialist (V9VB) at salary plan and grade 3RX-1176 (\$4,547 - \$5,806) in Public Health's California Children's Services Unit within the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost increase of approximately \$123,846 with \$27,020 in pension cost already included. This increase will be funded by 17.5% County General Fund allocation and 82.5% State/Federal CCS Funds. (Dept 0460, Org 5890)

BACKGROUND:

On February 28, 2023, the Department requested to reassign Patient Financial Services Specialist (V9VB) position #12448 from Hospital Financial Counseling (Dept 0540 / Org 6577) to Public Health's California Children's Services - Admin unit (Dept 0460 / Org 5890); however, position no. 12448 was eliminated during the finance budget reconciliation which was effective on January 1, 2023.

To correct this error, the Health Services Department requests to rescind the Board action (Item C.37) taken on February 28, 2023, and instead requests approval to add one full-time Patient Financial Services Specialist position for the Public Health's California Children's Services - Admin unit. This position will support the program's needs with administrative tasks in determining financial eligibility for over 4,500 clients within the program. Duties and responsibilities include interviewing patients to identify sources of payment on all inpatient and outpatient accounts including possible eligibility for federal, State and County assistance including Medicare, Medi-Cal, Basic Health Care, Short-Doyle, Health Coverage Initiative and Healthy Families programs; assisting patients in the completion of applications for various health coverage programs; and educating patients regarding available options to reimburse the County for health care services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Lauren Jimenez, 925-957-5262

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, the program activities at California Children's Services in Public Health will be negatively affected.

ATTACHMENTS

P300 No. 26138 HSD

POSITION ADJUSTMENT REQUEST

NO. 26138
DATE 3/22/2023

Department Health Services Department No./
Budget Unit No. 0460 Org No. 5890 Agency No. 18

Action Requested: Add one Patient Financial Services Specialist (V9VB) in the Public Health California Children's Services Unit within the Health Services Department. (Represented)

Proposed Effective Date: 4/5/2023

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

Total One-Time Costs (non-salary) associated with request: \$0

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

Total annual cost increase \$123,846 Net County Cost \$0
Total this FY \$30,962 N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 17.5% County allocation and 82.5% State/Federal CCS Funds

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

Laurén Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

3/27/2023

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

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

Effective: Day following Board Action.

_____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

03/28/2023

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the Department

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. xxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Ellen McDonnell, Public Defender
Date: April 4, 2023

Subject: Add one Administrative Aide-Project and cancel one Administrative Services Assistant II-Project and three Legal Assistant-Project positions

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26133 to add one (1) full-time Administrative Aide - Project (AP73) (represented) position at salary plan and grade C85 0972 (\$3,726.20 - \$5,780.56), cancel one (1) Administrative Services Assistant II - Project (APV2) (represented) position 19558 at salary plan and grade Z25 1475 (\$6,129.06 - \$7,449.91), and cancel three (3) Legal Assistant - Project (2Y71) (represented) positions 18789, 18790, and 18791 at salary plan and grade ZB5 1337 (\$5,346.29 - \$6,498.45) in the Public Defender's Office.

FISCAL IMPACT:

There is a net reduction in annual salary and benefit costs of \$412,000, with an approximate net cost reduction of \$103,000 for FY 22/23. Although there will be a net reduction in salary and benefit cost, these position are fully funded through State grant revenue on a reimbursement basis. Therefore these position changes are cost neutral.

BACKGROUND:

The BSCC Public Defense Pilot Program has dramatically expanded access to post-conviction relief services for indigent individuals in Contra Costa County. This grant-funded project expands the post-conviction unit at the Public Defender and Alternate Defender Offices and

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Erica Ellis, (925) 335-8093

By: , Deputy

cc: Erica Ellis, HRIS

BACKGROUND: (CONT'D)

enables many eligible individuals to receive critical legal relief provided by recently enacted reforms in the areas of immigration vacatur, felony murder resentencing, youthful offender parole, and prosecutor-initiated resentencing.

Multi-disciplinary teams including attorneys, a social worker and clerical staff support eligible clients throughout the legal process and will work to rectify inequitable sentences and to promote just outcomes for these individuals.

CONSEQUENCE OF NEGATIVE ACTION:

The Admin Aide-Project position will serve as the Project Coordinator of the Post-Conviction Unit. Not filling this crucial position will cause the Post-Conviction Unit project to lack a central person to coordinate day-to-day activities, as well as meet its administrative and budgetary needs.

ATTACHMENTS

P300 26133

POSITION ADJUSTMENT REQUEST

NO. 26133
DATE 2/23/2023

Department Public Defender Department No./
Budget Unit No. 0243 Org No. 2921 Agency No. 43
Action Requested: Add one (1) FT Admin Aide - Prj (AP73) and cancel one (1) ASAIL-Prj (APV2) position 19558 and three (3) Legal Assistant-Prj (2Y71) positions 18789, 18790 in the Public Defender's Office.

Proposed Effective Date: 3/22/2023

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 \$86,287.02 Net County Cost \$0.00
Total this FY \$28,762.36 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT BSCC Public Defense Pilot Program

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

Erica Ellis

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

E.Farrell (for Paul Reyes)

3/23/2023

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/23/2023

Add one (1) FT Admin Aide - Prj (AP73) at salary plan and grade C85 0972 (\$3,726.20 - \$5,780.56), cancel one (1) ASAIL-Prj (APV2) position 19558 at salary plan and grade Z25 1475 (\$6,129.06-\$7,449.91), and cancel three (3) Legal Assistant-Prj (2Y71) positions 18789, 18790 & 18791 at salary plan and grade ZB5 1337 (\$5,346.29-\$6,498.45) in the Public Defenders Office.

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

Effective: Day following Board Action.

_____(Date)

Carol Berger

3/23/2023

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

3/30/2023

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 Public Defender

Date 2/23/2023

No. _____

1. Project Positions Requested:
Administrative Aide-Project
2. Explain Specific Duties of Position(s)
The Administrative Aide-Project will act as project coordinator to support the post conviction unit's legal actions. The project coordinator will perform administrative and analytical tasks and create summaries and reports.
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
Name of project: BSCC Public Defence Pilot Program
Name of funding source: 100% funded by BSCC Public Defence Pilot Program
Purpose of project: To expand access to post-conviction relief services for indigent individuals in Contra Costa County.
4. Duration of the Project: Start Date 3/1/2022 End Date 3/1/2025
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
3 years.
5. Project Annual Cost
 - a. Salary & Benefits Costs: \$1,381,714.50
 - b. Support Costs: \$86,949.32
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: \$1,468,663.88
 - d. Net cost to General or other fund: \$0.00
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
 - a) No future costs.
 - b) The department has committed to these positions to BSCC.
 - c) The department will lose significant grant funding.
 - d) None.
 - e) No organizational implications.
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
We are replacing a vacancy in the project coordinator position that had been served by an Admin Services III-Project. This will a) better suit our project needs and b) be less expensive.
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
Updated Cost Benefit on 8/31/2023..
9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services
Date: April 4, 2023

Subject: Add 3 PFT Medical Records Technicians; Add 1 PFT Medical Records Coder; & Cancel 5 Clerk Positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 26135 to add three (3) PFT Medical Records Technician (VNTB) positions at salary plan and grade 3RX-1119 (\$4,297 - \$5,488); add one (1) PFT Medical Records Coder (VNTA) position at salary plan and grade 3R5-1288 (\$5,093 - \$6,191); cancel two (2) PFT Clerk - Experienced Level (JWXB) position numbers 9886 and 13987 at salary plan and grade 3RH-0750 (\$3,571 - \$4,431); and cancel three (3) PFT Clerk - Senior Level (JWXC) position numbers 7180, 8674, and 9586 at salary plan and grade 3RX-1033 (\$3,946 - \$5,040) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost savings of approximately \$24,235 with \$6,180 of that amount being pension cost savings. The cost savings will be to the Hospital Enterprise Fund I.

BACKGROUND:

The Health Information Management (HIM) unit requests to add three (3) PFT Medical Record Technicians (MRTs) to decrease the overtime pay that has been ongoing within the unit due to the increased volume of work the unit has received. To meet the demands, the HIM unit must hire additional MRTs and assign one (1) MRT to the following locations: Martinez Health Center (Org # 6516), West County Health Center (Org # 6515), and Concord Health Center (Org # 6512). MRTs perform and are cross-trained in all aspects of HIM operations where they must maintain compliance with the release of information, conduct patient identity activities, and fulfill legal requirements. According to the website of the Medical Board of California, the Medical Board may take any action against the physician and/or business for failing to provide the records within the legal time limit. In order for the County to not be fined per violation, incumbents are working overtime to process patient requests. Adding the additional positions will provide more structure, save the County money by decreasing overtime pay, and will not risk getting fined by the State.

In addition, the Patient Billing unit requests to add one (1) PFT Medical Records Coder (Org # 6569) which will be a part of the California Advancing and Innovating Medi-Cal (CalAIM) initiative as the Department of Health Care Services (DHCS) aims to reform Behavior Health

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Lauren Jimenez, 925-957-5262

By: , Deputy

cc: Lauren Jimenez, Kathi Caudel, Linh Huynh, Sihina Tatum, Jr Ang, Michelle Fregoso

BACKGROUND: (CONT'D)

documentation requirements. To achieve this, DHCS will streamline and standardize clinical documentation requirements across Medi-Cal Specialty Mental Health Services (SMHS), Drug Medi-Cal (DMC), and Drug Medi-Cal Organized Delivery System (DMC-ODS) services. These new requirements will better align with the Centers for Medicare and Medicaid Services' national coding standards and physical health care documentation practices. Effective July 1, 2023, the chart documentation requirement for SMHS, DMC, and DMC-ODS will be enforced. DHCS will monitor plans and counties for compliance with documentation standards and deviations from the standards will require corrective action plans. To ensure the County follows the state mandate, the Medical Records Coder will review all changes, review all code accounts, and make corrections to ensure the correct Current Procedural Terminology (CPT) code is being applied prior to billing claims being submitted for services provided.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, overtime pay in the Health Information Management (HIM) unit will not be addressed and the County will be fined by the State per violation if the County does not provide information exchange for clinical, legal, financial/billing purposes, and personal needs within the legal time limit. Also, the Patient Billing unit will not have appropriate staff to ensure compliance with mandated documentation requirements leaving the County at risk of audit and/or a corrective action plan from the Department of Health Care Services (DHCS) and reduced revenue for services provided.

ATTACHMENTS

P300 No. 26135 HSD

POSITION ADJUSTMENT REQUEST

NO. 26135
DATE 3/16/2023

Department Health Services
Agency No. 18

Department No./
Budget Unit No. 0540 Org No. 6516, 6515, 6512,6569

Action Requested: Add three (3) Medical Records Technician (VNTB) positions with one position assigned in each of the following orgs: 6516, 6515, 6512; add one (1) PFT Medical Records Coder (VNTA) in org 6569; cancel two (2) PFT Clerk - Experienced Level (JWXB) position numbers 9886 and 13987; and cancel three (3) PFT Clerk - Senior Level (JWXC) position numbers 7180, 8674, and 9586 in the Health Information Management unit within Health Services. (Represented)

Proposed Effective Date: 4/5/2023

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

Total One-Time Costs (non-salary) associated with request: \$0

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

Total annual cost savings (\$24,235) Net County Cost \$0
Total this FY (\$6,059) N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% Cost Savings Hospital Enterprise Fund I

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

Laurén Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

3/24/2023

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

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

Effective: Day following Board Action.

_____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

3/30/2023

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the Department

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. xxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Lease of Office Space at 2255 Contra Costa Boulevard in Pleasant Hill for the District IV Supervisor.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with 2255 Contra Costa Boulevard Associates, LP, for approximately 2,678 square feet of office space located at 2255 Contra Costa Boulevard, Suite 202, in Pleasant Hill, for use by the District IV Supervisor, for a term of approximately 52 months, with one option to renew for an additional four years, with annual rent of approximately \$89,976.00 for the first year and annual increases thereafter.

FISCAL IMPACT:

The lease will obligate the County to pay rent of approximately \$409,252.00 over the 52-month term of the lease. (Org# 1104 100% General Fund)

BACKGROUND:

The District IV Supervisor and staff have occupied offices in Concord since 2006. The proposed new office is more centrally located within District IV, with easy access to the freeway and free parking. The new office also provides modern amenities for staff.

CONSEQUENCE OF NEGATIVE ACTION:

If the lease is not approved, District IV staff will remain in their current location until a different location can be found.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Stacey Sinclair, 925.957-2464

By: , Deputy

cc:

ATTACHMENTS

Lease

LEASE

CONTRA COSTA COUNTY
DISTRICT IV SUPERVISOR
2255 CONTRA COSTA BLVD., SUITE 202
PLEASANT HILL, CA

This lease is dated as of April 4, 2023, and is between 2255 CONTRA COSTA BOULEVARD ASSOCIATES, a California limited partnership (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. Lessor is the owner of the building located at 2255 Contra Costa Boulevard, Pleasant Hill, California (the “**Building**”).
- B. Lessor desires to lease to the County and the County desires to lease from Lessor that portion of the Building known as Suite 202, which is located on the second floor and consists of approximately 2,678 rentable square feet of floor space (the “**Premises**”), along with the non-exclusive use of one of the time-restricted parking spaces adjacent to the Building on a non-time-restricted basis. The parties acknowledge that the size of the Premises is an estimate and that, absent manifest error in the calculation of the size of the Premises, the amount of rent payable under this lease is as stated below.

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. In consideration of the rents and subject to the terms of this lease, Lessor hereby leases to the County and the County hereby leases from Lessor, the Premises.
- 2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at the County’s election, a Renewal Term, each as defined below.
 - a. Initial Term. The “**Initial Term**” is approximately 52 months, commencing on the Commencement Date, as defined in Exhibit A to this lease, and ending on August 31, 2027.
 - b. Renewal Terms. The County has one option to renew this lease for a term of 4 years (the “**Renewal Term**”) upon all the terms and conditions set forth in this lease.
 - i. The County will provide Lessor with written notice of its election to renew the lease at least 60 days prior to the end of the Initial Term. However, if the

County fails to provide such notice, its right to renew the lease will not expire until 15 working days after the County’s receipt of Lessor’s written demand that the County exercise or forfeit the option to renew.

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

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

a.	<u>Initial Term</u>	<u>Monthly Rent</u>
	Commencement Date – August 31, 2024	\$7,498.00
	September 1, 2024 – August 31, 2025	\$7,761.00
	September 1, 2025 – August 31, 2026	\$8,032.00
	September 1, 2026 – August 31, 2027	\$8,314.00

b. Renewal Term.

<u>Term</u>	<u>Monthly Rent</u>
September 1, 2027 – August 31, 2028	\$8,605.00
September 1, 2028 – August 31, 2029	\$8,906.00
September 1, 2029 – August 31, 2030	\$9,217.00
September 1, 2030 – August 31, 2031	\$9,540.00

Rent for any fractional month will be prorated and computed on a daily basis with each day’s rent equal to one-thirtieth (1/30) of the monthly Rent.

4. Tenant Improvements. Lessor shall cause tenant improvements to the Premises to be completed as described in Exhibit A to this lease.

5. Use. The County may use the Premises for the purpose of conducting various functions of the County and any other purpose permitted by law.

6. Full-Service Lease. Subject to Section 7 – Maintenance and Repairs, this is a full-service lease. Lessor shall pay all the Building’s operating costs, including, but not limited to, all maintenance and repairs, real estate taxes, and building insurance. Lessor shall pay for all utilities, including but not limited to, gas and electricity, water, and sewer. In addition, Lessor shall pay for all pest control and refuse collection services provided to the Building.

7. Maintenance and Repairs.

- a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Building in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, and the glass and glazing used in the Premises.
- b. Interior of Premises. The County shall keep and maintain the interior of the Premises in good order, condition and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. The County shall maintain all locks and key systems used in the Premises. The County may install and maintain an alarm system, if deemed necessary by County.
- c. Utilities. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
- d. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. Normal HVAC operating hours are Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m., excluding major holidays. The County is responsible for maintaining any supplemental cooling system unit it elects to add to the Premises, such as in the server room and shall reimburse Lessor the reasonable utility costs associated with any such system.
- e. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the exterior lighting system, and landscaping in good order, condition and repair. The parties acknowledge that the parking lot is owned and maintained by third parties for the benefit of the Building, as well as other buildings in the shopping center that surrounds the Building. Lessor shall use reasonable efforts to ensure the parking lot is maintained in good order, condition and repair.
- f. Services by Lessor. If the County determines that the Premises are in need of maintenance, construction, remodeling or similar work that is beyond Lessor's responsibilities under this lease, at the County's request, Lessor shall perform the work at County's expense. In performing the work, Lessor shall consult with the County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain the County's prior written approval of the scope, terms, and cost of any contracts. The County may, by giving Lessor 30 days prior written notice, change the scope of work, terminate any or all work, or require that work be performed by a different contractor.

8. Quiet Enjoyment. Provided the County complies with the material terms of this lease, Lessor shall warrant and defend the County in the quiet enjoyment and possession of the Premises during the Term.

9. Subordination, Non-Disturbance and Attornment. If at any time Lessor has a loan that is secured by a lien of a mortgage or deed of trust encumbering the Building, Lessor shall cause the lender(s) holding the lien to execute and deliver to County a Subordination, Non-Disturbance and Attornment Agreement that is in substantial conformity with Exhibit B.
10. Assignment and Sublease. County has the right to assign this lease or sublease the Premises or any part of the Premises at any time during the Term. Upon the assignment of the lease by County, the County will have no further obligation under the lease. Any proposed assignment of the lease is subject to the reasonable prior written approval of Lessor.
11. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures (“**County Fixtures**”) in or upon the Premises. Any County Fixtures will remain the property of County and may be removed from the Premises by County at any time during the Term. The County is responsible for the cost of such minor alterations and County Fixtures. All alterations and County Fixtures are subject to Lessor’s approval and must comply with existing code requirements.
12. Prior Possession. Prior to the Commencement Date, the County has the right to install fixtures, telephones, alarm systems, and other items required to prepare the Premises for the County’s occupancy and to store furniture, supplies and equipment inside the Premises, provided such work and storage can be effected without unduly interfering with Lessor’s completion of the tenant improvements.
13. Insurance.
 - a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the self-insurance program.
 - b. Self-Insurance Exclusion. County’s self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.
14. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, the County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor’s failure to make repairs required of Lessor excepted. The County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease.

15. Waste, Nuisance. The County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.
16. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment during normal working hours to determine that (i) the Premises is being reasonably cared for, and (ii) the County is in compliance with the terms and conditions of this lease.
17. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of the Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

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

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

18. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within 60 days from the date of the damage under the applicable laws and regulations of government authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that the County will be entitled to a proportionate reduction in Rent while the repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by the County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in 60 days, the County will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph. If the repairs cannot be made within 60 days or the cost of completing the repairs exceeds one year of Rent, then, in addition to being entitled to the proportionate reduction in Rent described above, the County may terminate this lease.

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

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

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

20. Indemnification.

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

21. Default.

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

a. County.

- i. The County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "**Notice**") from Lessor to County; provided, however, that the County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed 75 days from receipt of a Notice.
- ii. The County's failure to comply with any other material term or provision of this lease if the failure is not remedied within 30 days after receipt of a Notice from Lessor to the County specifying the nature of the breach in reasonably sufficient detail; provided, however, if the default cannot reasonably be remedied within the 30-day period, then a default will not be deemed to occur until the occurrence of the County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of 90 days, provided the County commences curing the default within 30 days and thereafter diligently proceeds to cure the default.

- b. Lessor. Lessor's failure to perform any obligation under this lease if the failure is not remedied within 30 days after receipt of a Notice from the County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if the breach cannot reasonably be remedied within the 30-day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of 90 days, provided Lessor commences curing the breach within 30 days and thereafter diligently proceeds to cure the breach.

22. Remedies.

- a. Lessor. Upon the occurrence of a default by the County, Lessor may, after giving the County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
- b. County. Upon the occurrence of a default by Lessor, the County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to the County, or (ii) subject to the limitations set forth in Section 18 above, proceed to repair or correct the failure and, at the County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay promptly upon receipt.

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

To Lessor: 2255 Contra Costa Boulevard Associates
2255 Contra Costa Blvd., Suite 305
Pleasant Hill, CA 94523
schaffermanagement@gmail.com

To County: Contra Costa County
Public Works Department
Attn: Principal Real Property Agent
40 Muir Road
Martinez, CA 94553

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

24. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
25. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month and is subject to the terms of this lease.
26. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
27. Governing Law. The laws of the State of California govern all matters arising out of this lease.
28. Severability. In the event that any provision of this lease is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.
29. Real Estate Commission. In negotiating this lease, Lessor is represented by Colliers Parrish International, Inc., and the County represents itself. Lessor shall pay a real estate commission to Colliers Parrish International, Inc. pursuant to a separate written agreement. Lessor recognizes and acknowledges that the County is entitled to a real estate commission when it represents itself. The County warrants to Lessor that the County's contact with Lessor in connection with this lease has been directly with Colliers Parrish International, Inc.

Lessor shall pay to the County a real estate commission equal to \$12,587.40 as follows: one-half upon the execution of this lease and one-half on the Commencement Date.

Lessor warrants that no other broker or finder, other than Colliers Parrish International, Inc. and the County, can properly claim a right to a leasing commission or a finder's fee

based upon contacts with the County with respect to the Building. Lessor and the County shall indemnify, defend, protect, and hold each other harmless from and against any loss, cost, or expense, including, but not limited to, attorneys' fees and costs, or the payment of a real estate commission to any party, other than Colliers Parrish International, Inc. and the County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Building and this lease.

REMAINDER OF THIS PAGE IS BLANK

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

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

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

2255 CONTRA COSTA BOULEVARD
ASSOCIATES, a California limited
partnership

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Dave Bowie
Authorized Agent

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER,
COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

\\PW-DATA\grpdata\realprop\LEASE MANAGEMENT\PLEASANT HILL\2255 CONTRA COSTA BLVD. STE 202 - T00\LEASES\Working
File\2255 Contra Costa Blvd_Suite 202_lease FINAL.doc

EXHIBIT A

TENANT IMPROVEMENTS

- I. Tenant Improvements. Lessor shall cause the following improvements to be made to the Premises (together, the “**Tenant Improvements**”):
- i. Reconfigure the office marked “Office 1” on Exhibit A-1 – Space Plan, (i) to be 10’ x 12’, as shown on the Exhibit A, and (ii) install a door for Office 1 as shown on Exhibit A-1.
 - ii. Construct a coat closet with a door in the space between the kitchen and “Office 1,” as shown on Exhibit A-1.
 - iii. Install a glass “sidelight” adjacent to the doors of the offices marked “Office 1,” “Office 2,” “Office 3,” “Office 4,” and “Office 6,” as shown on Exhibit A-1.
 - iv. Install a door between the work room and the conference room, as shown on Exhibit A-1.
 - v. Install a glass window between the reception area and the conference room, as shown on Exhibit A-1.
 - vi. Install a new refrigerator, microwave and upper and lower cabinetry in the kitchen using mutually agreed upon brands and finishes.
 - vii. Install Vinyl Composition Tile in the kitchen using a mutually agreed upon color and product.
 - viii. Paint the interior of the Premises in mutually agreed upon colors.
 - ix. Replace carpet using a mutually agreed upon product and color.
 - x. Install two dedicated outlets in the work room where indicated by the outlet symbol.
 - xi. Install one outlet mounted on the floor in the center of the conference room.
 - xii. Replace mini blinds in all “Offices” with roller shades in a mutually agreed upon color.
 - xiii. Once equipment selections have been made by the County for the work room, install power plugs in the work room (1) in the locations specified by the County, and (2) in the size(s) specified by the County.

- xiv. Install building standard signage, using mutually agreed upon wording to describe the Premises, in the ground floor lobby directory, the directory on the second floor and at the entrance to the Premises.

II. Completion Notice; Inspection; Substantial Completion Date.

- i. When Lessor deems the Tenant Improvements to be Substantially Complete, as defined below, Lessor shall tender delivery to County by delivering a notice to that effect to the County (a “**Completion Notice**”). For purposes of this lease, “**Substantially Complete**” means (1) there is no incomplete or defective work that unreasonably interferes with County’s use of the Premises, (2) the scope of work has been properly executed in accordance with the attached space plan, and (3) all utilities are hooked up and available for use by County in the Premises.
- ii. Upon receipt of the Completion Notice, a representative of the County, and a representative of the County will immediately inspect the Premises for the purpose of establishing that the Tenant Improvements are Substantially Complete. Once the County is satisfied that the Tenant Improvements appear to be Substantially Complete, the County will so indicate by countersigning the Completion Notice. The Premises will be deemed delivered to County on the day that the County countersigns the Completion Notice (the “**Commencement Date**”).

- III. Punchlist. The County has 60 days from the Commencement Date to provide Lessor with a written list of any items that are defective or incomplete (a “**Punchlist**”). The County’s failure to specify a item on the Punchlist, however, does not waive Lessor’s obligation to construct the Tenant Improvements in accordance with this lease. Lessor shall remedy all items on the Punchlist as soon as practicable and in any event within 30 days of Lessor receiving the Punchlist. If Lessor fails to remedy all items on the Punchlist within the 30-day period (exempt as to items, if any, that require more than 30 days to complete), then County may, upon 20 days prior notice to Lessor, complete any Punchlist items and deduct the cost of such work from the Rent next coming due under the lease.

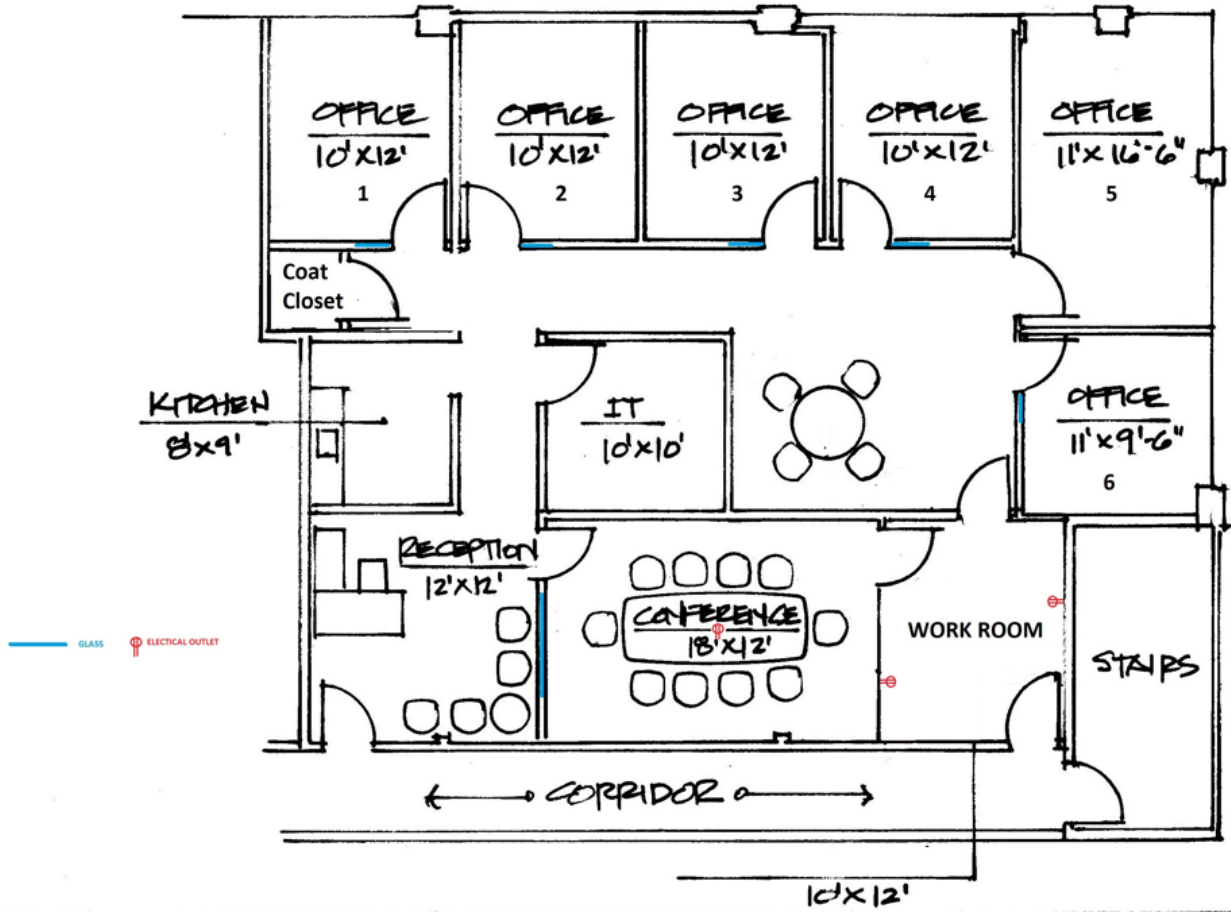
EXHIBIT A-1

SPACE PLAN

SPACE PLAN

2255 CONTRA COSTA BLVD.
SUITE 202
PLEASANT HILL, CA

1/8" = 1'-0"





Contra
Costa
County

To: Board of Supervisors
From: Matt Slattengren, Ag Commissioner/Weights & Measures Director
Date: April 4, 2023

Subject: Contract Amendment with California Department of Food and Agriculture for Pierce's Disease Program (GWSS)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract amendment with the California Department of Food and Agriculture to increase the reimbursement limit by \$10,867 to a new amount not to exceed \$409,171 to control Glassy-winged sharpshooter infestations, with no change to the term.

FISCAL IMPACT:

This agreement will reimburse the County for all associated costs incurred for the implementation of the Pierce's Disease Control Program, in an amount not to exceed \$409,171. This revenue has been anticipated in the FY22/23 budget. (100% State, No County Match)

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Matt Slattengren, 925-608-6600

By: , Deputy

cc:

BACKGROUND:

The County's Department of Agriculture deploys traps, inspects incoming nursery shipments, landscaping and host crops county-wide to detect incipient infestations of Glassy-Winged Sharpshooter (GWSS). Any population of GWSS detected is delimited and controlled or eradicated. The California Department of Food and Agriculture reimburses the County for all costs, not to exceed \$409,171, for this two-year program. Pierce's Disease and its vectors are a clear and present danger to Contra Costa County's agricultural commodities. The Agricultural Commissioner can abate this nuisance pursuant to Contra Costa County Ordinance Code Section 14-6.406 and Government Code Section 8558.

The increase in funds is due to additional work that was required to cover outbreaks at high risk nurseries.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this contract amendment will result in loss of anticipated revenue for the County and a possible threat to local agriculture.



Contra
Costa
County

To: Board of Supervisors
From: Matt Slattengren, Ag Commissioner/Weights & Measures Director
Date: April 4, 2023

Subject: Pest Detection Trapping Agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to receive reimbursement in an amount not to exceed \$849,196 for the County to provide pest detection and trapping services for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Agreement will reimburse the County for expenses incurred in an amount not to exceed \$849,196 during the period July 1, 2022, through June 30, 2023, for pest detection and trapping services performed on behalf of the California Department of Food and Agriculture in Contra Costa County. This revenue has been budgeted in FY 22/23. (100% State, No County Match)

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: 925-608-6600

By: , Deputy

cc:

BACKGROUND:

The County shall provide for the placement and servicing of traps for the detection of exotic insect pests, which are considered hazardous to agriculture and the economy of California. The insects may include but are not limited to the Mediterranean Fruit Fly, Mexican Fruit Fly, Oriental Fruit Fly, Melon Fly, Gypsy Moth, and Japanese Beetle. This agreement includes delimitation work associated with the detection of one or more life stages of target pests in the County, which involves placement of additional traps around the detected pest(s) to determine the severity of the infestation. The service term is July 1, 2022, through June 30, 2023. This agreement includes an indemnification provision, which obligates the County to indemnify and defend the State for claims or losses arising out of the performance of this agreement. This contract is being processed retroactively because the California Department of Food and Agriculture's Pest Detection Unit has been going through an administrative reorganization and is late with all of their state contracts. The Pest Detection Contracts have just went out for all of the counties statewide. The Department has been fulfilling the contract obligations in anticipation of the State contract execution.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would result in the loss of revenue to the County and possible threat to the local agriculture and residents of Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Diana Becton, District Attorney
Date: April 4, 2023

Subject: Bureau of Justice Assistance Smart Prosecution – Innovative Prosecution Solutions Grant Application

RECOMMENDATION(S):

APPROVE and AUTHORIZE the District Attorney, or designee, to apply for and accept the Smart Prosecution – Innovative Prosecution Solutions Grant from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in an amount not to exceed \$385,000 for a Community Violence Response Program for the period October 1, 2023 through September 30, 2025.

FISCAL IMPACT:

County will receive up to \$385,000 over the entire grant period. No match is required.

BACKGROUND:

The Bureau of Justice Assistance Smart Prosecution – Innovative Prosecution Solutions Grant aims to assist prosecutors in developing innovative and effective strategies to improve public safety. The Contra Costa Office of the District Attorney seeks to implement a Community Violence Response Program (“CVRP”) utilizing funding from the Bureau of Justice Assistance Smart Prosecution – Innovative Prosecution Solutions Grant. The purpose of the CVRP is to reduce gun violence by addressing the community harm caused by non-fatal shootings. Project

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Monica Carlisle, 925-957-2234

By: , Deputy

cc:

BACKGROUND: (CONT'D)

activities include hiring and training victim advocates to use evidence-based and trauma-informed strategies to respond to non-fatal shootings and provide services to victims and witnesses of gun violence at the earliest practical moment after a shooting incident occurs. Expected outcomes include the development of a team of violence response specialists assigned to both Antioch and Richmond; provision of services to underserved communities affected by gun violence; a reduction in gun violence based on access to support and resources; and regular program assessments.

Today's action authorizes the District Attorney, or designee, to submit the grant proposal to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) for consideration.

CONSEQUENCE OF NEGATIVE ACTION:

The County will be unable to apply for the Bureau of Justice Assistance Smart Prosecution – Innovative Prosecution Solutions Grant to fund a Community Violence Response Program to reduce gun violence by addressing the community harm caused by non-fatal shootings.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: APPROVE a License Agreement with Kevin & Deneen Vornhagen, Brentwood area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a license agreement with Kevin & Deneen Vornhagen for an initial term commencing April 4, 2023, and ending April 4, 2038, with one possible five-year extension, for payment to the County of \$4,650, in connection with a subsurface irrigation line in the County's Byron Highway right of way adjacent to Assessor's Parcel No. 011-140-011, pursuant to Government Code section 25526.5

DETERMINE that the activity will not have a significant effect on the environment and is not subject to the California Environmental Quality Act (CEQA) pursuant to Categorical Exemption Article 5, Section 15061 (b)(3) of the CEQA Guidelines.

DIRECT the Director of the Department of Conservation and Development (DCD), or designee, to file a Notice of Exemption (NOE) with the County Clerk.

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a \$25 fee to DCD for processing the NOE, and a \$50 fee to the County Clerk for filing the NOE.

DIRECT the Real Estate Division to cause said License to be delivered to Licensee for execution.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Brandon Mielke, 925-957-2489

By: , Deputy

cc:

FISCAL IMPACT:

100% applicant fees. (FS 2100215)

BACKGROUND:

Kevin & Deneen Vornhagen do not have sufficient irrigation necessary for water distribution on their property. In 2014, the County issued an Encroachment Permit (Permit) to Sizemore Construction for the purpose of boring and installing a 14-inch irrigation line under Byron Highway of approximately 650 square feet adjacent to Assessor's Parcel Number: 011-140-011. The Permit required the Licensee to enter into a License Agreement to allow for said use of irrigation line once construction was completed and will not substantially interfere with the use of the roadway.

CONSEQUENCE OF NEGATIVE ACTION:

If this License is not approved, the Vornhagen's will not be held liable for any damage that may occur to and/or under Byron Highway from said private irrigation line failure.

ATTACHMENTS

License Agreement

CEQA Notice of Exemption

LICENSE AGREEMENT

This license agreement ("Agreement") is dated April 4, 2023, and is between CONTRA COSTA COUNTY, a political subdivision of the State of California (the "County") and Kevin & Deneen Vornhagen. ("Licensee").

RECITALS

- A. The County is the owner of the real property identified as the County's Byron Highway right of way ("Property"). The Property is located adjacent to Assessor's Parcel No. 011-140-011 at 11350 Byron Highway in Byron, California.
- B. Licensee desires to obtain the County's permission to use a portion of the Property for the limited purposes described in this Agreement. The County is willing to grant a license to use an approximately 650 square-foot subsurface portion of the Property as shown on Exhibit A (the "Licensed Premises") upon the terms and conditions set forth in this Agreement.

The parties therefore agree as follows:

AGREEMENT

- 1. **Grant of License.** Subject to the terms and conditions of this Agreement, the County hereby grants to Licensee, a nonexclusive revocable license to enter and use the Licensed Premises for the purposes described in Section 2, below, and for no other purpose without County's prior written consent.
- 2. **Use of Premises.** In consideration for Licensee satisfying its obligations under this Agreement, Licensee, its employees, and contractors may occupy and use the Licensed Premises to install, operate, maintain, repair, replace, and remove a Licensee's fourteen-inch diameter underground irrigation pipeline ("Pipeline"). In case of a failure of the Pipeline, the Licensee shall be responsible for repairing, at Licensee's sole expense, all damage, including but not limited to all damage to the roadway, related to or arising from the Pipeline failure. Any repair work done within the public right away will require an additional encroachment permit for each occurrence.
- 3. **Term.** The term of this Agreement commences April 4, 2023, and it expires April 4, 2038. By mutual written consent of the parties hereto, the Term of this Agreement may be extended for one additional five-year period ending April 4, 2043. The County and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with 30 days advance written notice. In addition, the County may terminate this Agreement on 30 days advance written notice if Licensee violates any term or condition of this Agreement.
- 4. **License Fee.** Within 15 days following the execution of this Agreement, Licensee shall pay the County a one-time Administrator Fee of \$4,650.00. Licensee shall deliver said payment to Contra Costa County Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.

5. **Improvements to the Premises.**
 - a. Licensee may not construct any improvements on the Licensed Premises without prior written consent from the County. For the purposes of this Agreement, any equipment Licensee is permitted to install on the Licensed Premises is not considered to be an improvement to the Property or the Licensed Premises.
 - b. Any improvements to the Licensed Premises by Licensee (with or without the consent of the County) must be removed by Licensee, at its sole cost, except those improvements that the County and Licensee agree are not required to be removed upon the termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.
 - c. If Licensee fails to remove any improvements or equipment it is required to remove, the County may remove them at Licensee's expense, and Licensee shall immediately reimburse the County upon Licensee's receipt of an invoice from the County.
6. **Permits and Approvals.** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County of this use.
7. **Nonexclusive Right of Use.** This Agreement is nonexclusive. The County reserves the right to issue licenses, easements and permits to others that could affect the Property or the Licensed Premises.
8. **Existing Facilities.** It is understood and agreed that the County has leases, licenses, and/or easements with others for all or a portion of the Property. The holders of the leases, licenses, and/or easements granted by the County have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.
9. **Subsurface Rights Only; Damage.** The rights granted under this Agreement are sub surface rights only and no excavation is allowed without a prior County Construction Permit and Approval. It is the responsibility of Licensee to contact property owners and holders of easements, leases, and licenses to determine if any real property over which Licensee wishes to use a vehicle is able to support the vehicle without damage to subsurface facilities. If Licensee's use of real property pursuant to this Agreement causes damage to that real property, the Property, the Licensed Premises, or their vegetation, subsurface or surface facilities, Licensee shall repair the damage and return the affected property to a neat and safe condition satisfactory to the County and the affected users.
10. **Pollution.** Licensee, at its expense, shall comply with all applicable laws, regulations, and rules with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request by the County.

Licensee may not permit hazardous materials to be handled at any time on the Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property due to Licensee's use and occupancy of the Property, Licensee, at its expense, shall clean all the property affected thereby, whether owned or controlled by the County or any third person, to the satisfaction of the County (insofar as the property owned or controlled by the County is concerned) and any governmental body having jurisdiction.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend the County and the holders of rights to use the Property (each, an "Indemnitee") against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by any Indemnitee as a result of any discharge, leakage, spillage, emission or pollution, regardless of whether the liability, cost or expense arises during or after the term of this Agreement, unless such liability, cost or expense is proximately caused solely by the active negligence of the County.

Licensee shall pay all amounts due to the County under this Section within 10 days after any demand therefor. Licensee's obligation under this Section shall survive the termination or expiration of this Agreement.

11. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless the County, its officer, employees, contractors, agents, and representatives ("County Parties") from and against all liabilities, judgments, costs, fees, penalties, damages, and expenses ("Liabilities") that arise from, are connected with, or are attributable to the negligence or willful misconduct of Licensee, its officers, employees, contractors, agents, or representatives while occupying or using the Licensed Premises, or while installing, operating, maintaining, repairing, replacing, or removing the Pipeline. However, Licensee shall have no obligation to defend, indemnify, save, and keep harmless the County Parties from any Liabilities that arise from the sole negligence or sole willful misconduct of any County Parties. This Section shall survive and remain enforceable following the termination or expiration of this Agreement.
12. **Insurance.** Licensee agrees, at no cost to the County, to obtain and maintain during term of this Agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate for all claims or losses due to bodily injury, including death, or damage to property, including loss of use, and to **name Contra Costa County, its officers, agents, and employees as additional insured** thereunder. The coverage must provide for a 30 day written notice to the County of cancellation or lapse. Licensee shall provide evidence of the coverage to the County prior to execution of this Agreement. Any required endorsement shall either be attached to the Certificate or certified as issued on the Certificate.

Licensee further agrees, at no costs to the County, to obtain and maintain during the term of this Agreement Automobile Liability Insurance with respect to any vehicles owned, non-owned, leased or hired by or on behalf of the Licensee with a combined single limit of not less than \$1,000,000 for bodily injury or death to any person and damages to the property, including the loss of use thereof arising out of each accident or occurrence and as above to **name the County, its officers, agents, and employees as additional insured thereunder.**

Licensee further agrees, at no cost to the County, to obtain and maintain during the term of this Agreement Worker's Compensation and Employer's Liability Insurance for all of its employees. Licensee shall require any subcontractor to provide it with evidence of Worker's Compensation and Employer's Liability Insurance, all in strict compliance pursuant to California State Law.

13. **Assignment.** Licensee may not assign its rights under this Agreement.
14. **County's Title.** Licensee hereby acknowledges County's fee title in and to the Property and agrees never to assail or to resist the County's title. Licensee agrees that it has not, and never will, acquire any rights or interest in the Property as a result of this Agreement, and that Licensee has not, and will not, obtain any right or claim to the use of the Property beyond that specifically granted in this Agreement. Construction of any improvements by Licensee on or about the Property does not give rise to an agreement coupled with an interest. The foregoing does not preclude Licensee from purchasing the Property under a separate agreement with the County.
15. **Notices.** Notices under this Agreement must be in writing and will be effective either when delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by a recognized overnight courier service, and directed to the other party at its address as stated below, or to such other address as the party may designate by written notice.

LICENSEE: Kevin and Deneen Vornhagen
11350 Byron Hwy
Brentwood, CA 94513
Email: klvorn@aol.com
Phone: 925-382-1812

COUNTY: Contra Costa County
Public Works Department
Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Main: 925-957-2467
Fax: 925-646-0288

16. **Governing Law.** This Agreement is governed by the laws of the State of California.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


17. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by both parties.


The parties are signing this Agreement as of the date set forth in the introductory paragraph.

CONTRA COSTA COUNTY

By _____
Brian M. Balbas
Public Works Director

LICENSEE

By  _____
Kevin Vornhagen

By  _____
Deneen Vornhagen

**RECOMMENDED TO THE BOARD
OF SUPERVISORS FOR APPROVAL:**

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
Brandon W. Mielke
Associate Real Property Agent

BM:na
G:\realprop\License Agreements\11350 Byron Hwy (Vornhagen)\Agreement\AG.29 License Agreement (Vornhagen) Final (3-2-23).doc
Rev. & Approved by County Counsel 3/2022



Proposed license area of
approximately 450 square feet

Vornhagen Property
APN: 011-140-011



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

To: [] Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Contra Costa County
Department of Conservation and
Development
30 Muir Road
Martinez, CA 94553

[x] County Clerk, County of Contra Costa

Project Title: License Agreement for 11350 Byron Highway, Project #: WL83PV (FS 210-0215),
CP#: 22-42

Project Applicant: Contra Costa County Public Works Dept., 255 Glacier Drive, Martinez CA 94553
Main: (925) 313-2000, Contact: Shravan Sundaram, (925) 313-2366

Project Location: 11350 Byron Highway, Brentwood, CA 94513; APN 011-140-011

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553
Main: (925) 655-2705, Contact: Syd Sotoodeh (925) 655-2877

Project Description: The Contra Costa County Public Works Department (County) and Kevin and
Deneen Vornhagen (Licensee) will enter into a License Agreement (Agreement) for Licensee to use a
portion of approximately 650 square feet of subsurface County right-of-way adjacent to their property for
the purpose of operating, maintaining, or replacing if damaged, a 14-inch underground irrigation line.

In 2014, the County issued an encroachment permit to a construction contractor for installation of the
private 14-inch irrigation line under Byron Highway with bore pits located outside the asphalt concrete
pavement. That permit expired under the stipulation that there will need to be an Agreement in place
after expiration.

This Agreement will be effective for a 10-year term between February 7, 2023, and January 31, 2033,
unless otherwise terminated earlier by County or Licensee as per conditions set forth in the Agreement.
Additionally, County and Licensee may extend the Agreement for an additional five years.

This Notice of Exemption covers the Agreement between the County and Licensee only. The Licensee
will be responsible to comply with applicable local, state, or federal regulatory environmental
requirements associated with their irrigation operations described above, including any necessary CEQA
documentation and applicable regulatory permits.

Exempt Status:

- [] Ministerial Project (Sec. 21080[b][1]; 15268) [] Categorical Exemption (Sec.)
[] Declared Emergency (Sec. 21080[b][3]; 15269[a]) [x] General Rule of Applicability (Sec. 15061[b][3])
[] Emergency Project (Sec. 21080[b][4]; 15269[b][c]) [] Other Statutory Exemption (Sec.)

Reasons why project is exempt: The activity is not subject to CEQA as it can be seen with certainty
that there is no possibility that the activity in question (issuance of Agreement only) may have a significant
effect on the environment, pursuant to Article 5, Section 15061(b)(3) of the CEQA Guidelines.

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the [] Yes [] No
project?

Signature: Syd Sotoodeh Date: 01/31/2023 Title: Senior Planner

Contra Costa County Department of Conservation and Development

[x] Signed by Lead Agency [] Signed by Applicant


AFFIDAVIT OF FILING AND POSTING

I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

Signature

Title

Applicant

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Shravan Sundaram 
Environmental Services Division
Phone: 313-2366

Department of Fish and Wildlife Fees Due

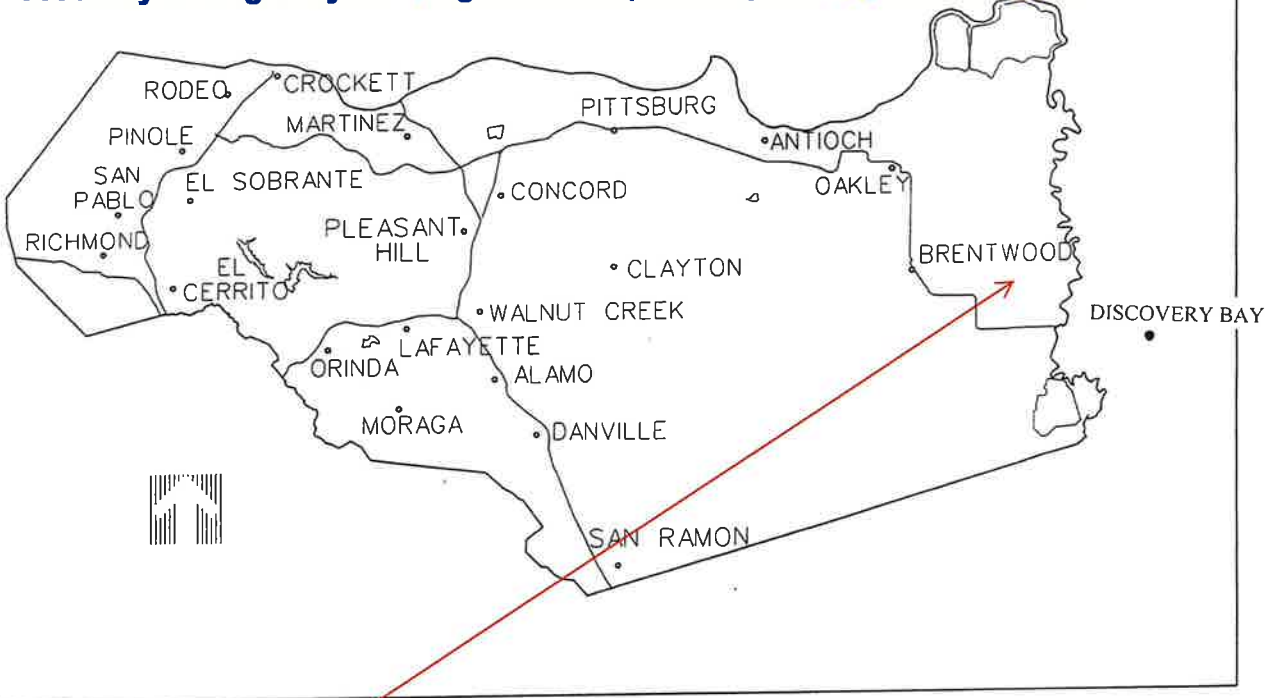
- De Minimis Finding - \$0
- County Clerk - \$50
- Conservation and Development - \$25

Total Due: \$75

Receipt #: _____

CONTRA COSTA COUNTY CALIFORNIA

11350 Byron Highway 14" Irrigation line (Vornhagen) Project # FS 2100215



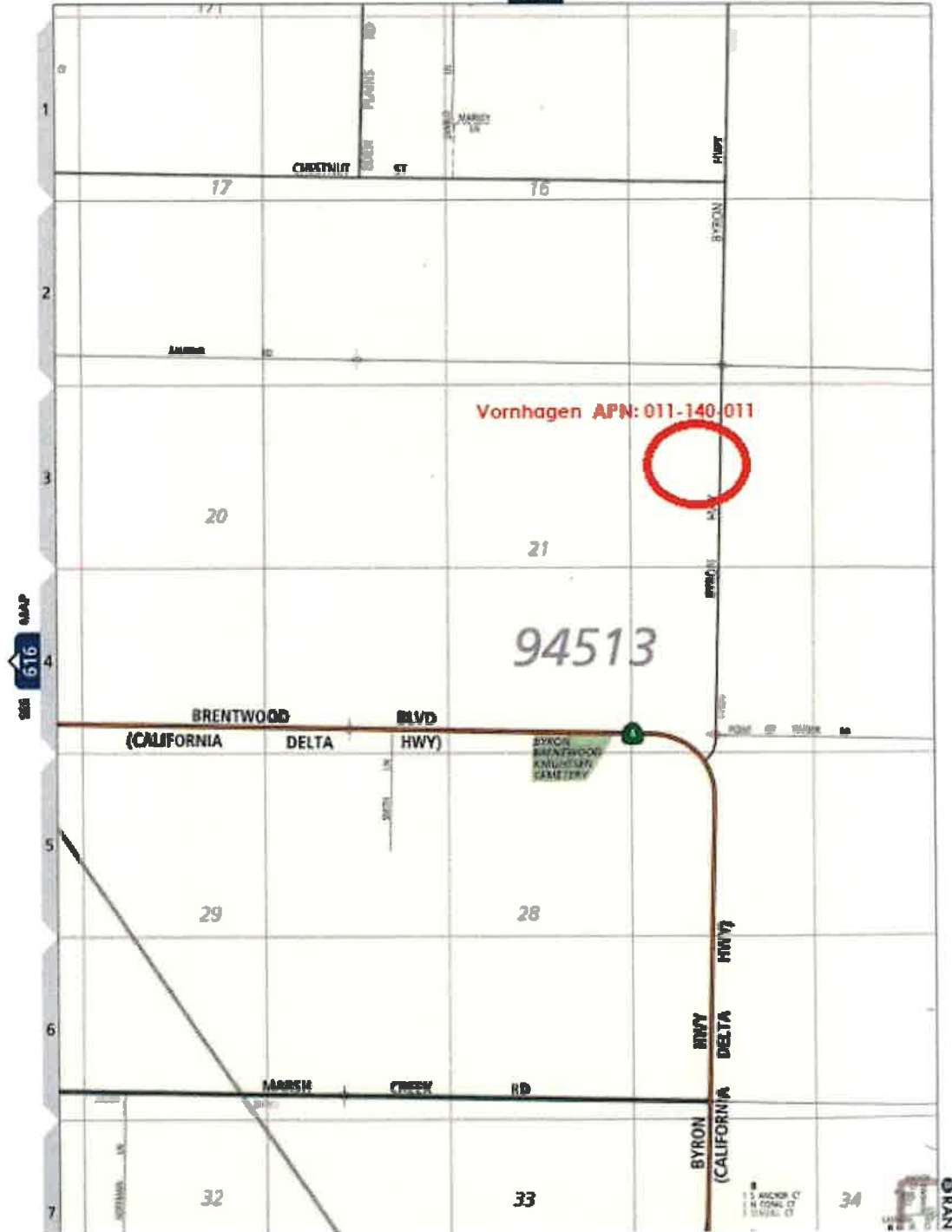
LOCATION MAP

Figure 1

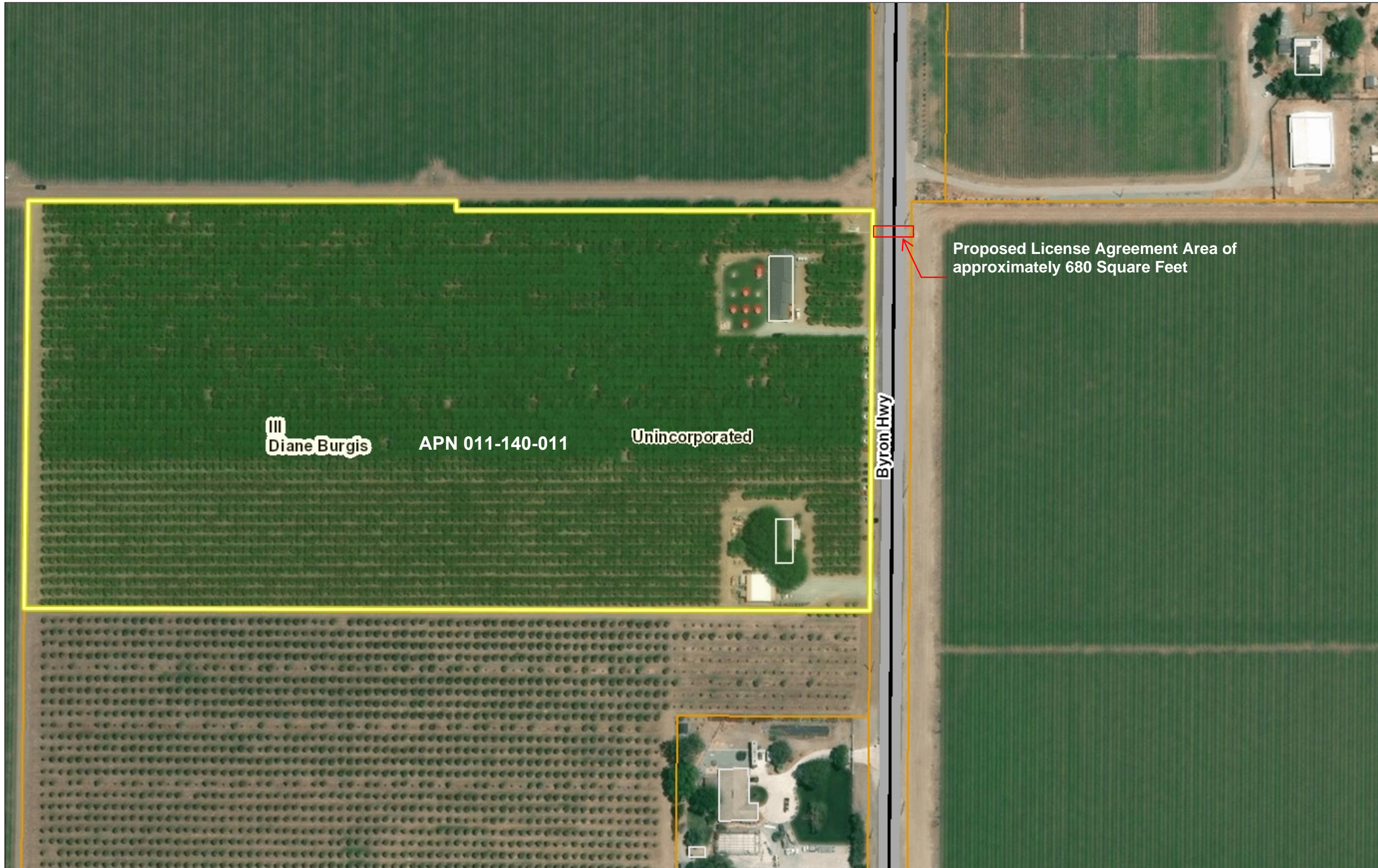
617 MAP

SEE 597 MAP 1:25,000
1 in. = 1250 ft.






CONTRA COSTA



Vicinity Map



Legend

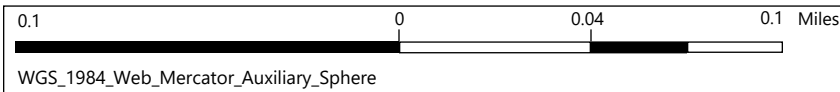
-  Board of Supervisors' Districts
-  City Limits
- Unincorporated
-  Streets
-  Building Footprints
-  Assessment Parcels
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

Proposed License Agreement Area of approximately 680 Square Feet

Diane Burgis APN 011-140-011 Unincorporated

Byron Hwy

1:2,257



License Agreement Area Map

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Contra Costa County -DOIT GIS



Contra
Costa
County

To: Board of Supervisors
From: Alison McKee, County Librarian
Date: April 4, 2023

Subject: Accept Funding from the California State Library for English as a Second Language Services for FYs 2023-2024 through 2025-2026

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to accept California State Library grant funding in the amount not to exceed \$600,000 to meet the operational and services expenses required by Project Second Chance, the Contra Costa County Library adult literacy program, to provide English as a Second Language (ESL) services for the period July 1, 2023 to June 30, 2026.

FISCAL IMPACT:

Funds committed to Project Second Chance by the Contra Costa County Library will be matched by the California State Library at a level of 18%. For fiscal year 2023-24, the Library has pledged ESL funds currently budgeted in the amount of \$34,488. The County match contribution over the three-year grant period will be approximately \$105,000.

BACKGROUND:

Project Second Chance was founded in 1984 with a grant from the California State Library. In 2003, AB 1266 was passed. Article 4.6, Section 18880-18884 of that bill, established the California Library Literacy and English Acquisition Services Program and the formula that determines how local funds, generated by individual

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Walt Beveridge 925-608-7730

By: , Deputy

cc:

BACKGROUND: (CONT'D)

library jurisdictions, are matched by the California State Library, using funds legislated specifically for this purpose. The 2021-22 California State Budget included \$15 million in supplemental funding for ESL services to be awarded by the California State Library through grants to existing California Library Literacy Services programs over a five-year period.

CONSEQUENCE OF NEGATIVE ACTION:

The Library will not receive California State Library funding for English as a Second Language services, reducing the number of community members who can be served.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Apply for Non-Competitive Allocation from the Department of State Hospitals for residential treatment homes and facilities

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for a non-competitive funding allocation from the California Department of State Hospitals (DSH), in an amount not to exceed \$8,718,750, to participate in the California Department of State Hospitals Incompetent to Stand Trial Diversion and Community Based Restoration Infrastructure Project and commit to entering into a service contract with DSH, in an amount not to exceed \$9,675,000 annually to provide ongoing services to program participants and maintain any capital facilities funded by this allocation.

FISCAL IMPACT:

Upon final acceptance, the County will receive allocated funds from DSH through their administrator, Advocates for Human Potential, to develop residential treatment and housing facilities. The County will receive an allocation of up to \$8,718,750 at a rate of \$93,750 per bed annually for up to 93 beds. As part of the terms of this grant, the County will be required to enter into a separate service contract to provide an operating budget for the program which is inclusive of wraparound services for program participants, County overhead, justice partner funding, violence risk assessment support, and court liaisons. Costs in excess of the operating budget would be the responsibility of the County. There is no required County match.

BACKGROUND:

The State of California has made \$468.8 million in one-time funds available to develop residential housing settings to support individuals who are participating in either DSH-funded diversion or community-based restoration (CBR) programs to address a housing capacity deficit of nearly 5,000 beds to service this population statewide. Contra Costa is projected to receive up to \$8,718,750 to develop a proposed 93 beds. The proposed funding will provide \$93,750 per bed for start-up costs such as down payments, renovation, necessary retrofitting and furnishings for staff and patients. By participating in this funding opportunity the County will agree to a restrictive covenant on property for 20-30 years from the date of the award.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: April 4, 2023

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

Contact: Suzanne Tavano, 925-957-5201

By: , Deputy

cc:

BACKGROUND: (CONT'D)

As conditioned by accepting this funding allocation the County will also agree to enter into a separate service contract with DSH to fund the ongoing operation of the developed beds. The County will receive \$125,000 per felony IST client treated in either CBR or diversion program. This rate is intended to fund an intensive community treatment model with increased frequency of clinical contacts and access to psychiatry services, as well as all wraparound services and housing costs for an average 18-month length of stay. Contra Costa is allocated up \$9,675,000 for annual costs of operating this program including any debt service to the property, future maintenance, County overhead, and court related costs.

Applications for this program will be accepted through June 30, 2024 with benchmark periods closing on May 1, 2023, November 1, 2023 and May 1, 2024. Award letters will be issued approximately 30 days following the closing of a benchmark period where a completed application is received. Funds for capital development must be expended by June 30, 2028.

If awarded, the Department will return to the Board for approval of final award acceptance and contract approval upon receipt of the of the contract from Advocates for Human Potential.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County would not receive funds for the development of residential treatment options and programing for individuals participating in felony diversion programs leading to backlogs and extended incarceration periods for individuals who may be eligible for the program.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Apply for Non-Competitive Allocation for the Department of Health Care Services Behavioral Health Bridge Housing Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for a non-competitive allocation in an amount not to exceed \$20,488,722, made available by the California Department of Health Care Services (DHCS) through its Behavioral Health Bridge Housing Program (BHBH) to fund and operate bridge housing settings to address immediate housing needs for people experiencing homelessness who have serious behavioral health conditions.

FISCAL IMPACT:

Upon final acceptance the County will receive allocated funds from DHCS through their administrator, Advocates for Human Potential, to develop bridge housing options. Seventy-five percent (75%) of the maximum allocation must be used for operating bridge housing. Twenty-five percent (25%) of the allocation may be used for capital development. There is no County match required, however ongoing facility maintenance, program costs and any debt service would be the County's responsibility. The department will provide any estimates for additional County contribution that may be required upon final award and contract approval.

BACKGROUND:

The State of California has made \$907 million in one-time funds available to develop bridge housing to serve individuals with serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorders who are experiencing homelessness. Awarded funds may be used to address community needs. Proposed funding uses must include: voluntary supportive services, support or medication assisted treatment and psychotropic medications, prioritize Community Assistance, Recovery & Empowerment Act (CARE) Program participants, provide housing navigation and other supports, enable people to stay in their "home" communities to the extent possible and maximize other available funding sources including Medi-Cal. Counties may use funds for a variety of activities including program implementation, outreach and engagement, bridge housing including shelter/interim housing, rental assistance, funding for assisted living facilities, housing navigation and infrastructure development. Innovative models are encouraged to bring resources that can quickly be converted online within one year of contract execution. Program costs to support capital developments may also be supported from this funding.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Suzanne Tavano, 925-957-5201

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Applications for this funding must demonstrate agreement to meet minimum administrative and reporting requirements. Administrative requirements include: designating a program lead; coordination with local continuum of care; include perspective from individuals with lived experience; submittal of policies and procedures for assistance funds, rental assistance and landlord outreach and mitigation funds as applicable, documentation of applicable infrastructure requirements; and a BHBH Program Plan.

Applications for this program will be accepted through April 28, 2023. Awards will be announced on a rolling basis beginning in June 2023. Programs, including capital investments, are expected to be fully operational within one year of contract execution.

If awarded, the Department will return to the Board for approval of final award acceptance and contract approval upon receipt of the contract from Advocates for Human Potential.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the County would not receive funds for the development of the Behavioral Health Bridge Housing program to create bridge housing options for individuals experiencing homelessness and living with serious behavioral health conditions.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: April 4, 2023

Subject: 2023 DNA Capacity Enhancement for Backlog Reduction Program

RECOMMENDATION(S):

ADOPT Resolution No. 2023/107 authorizing the Sheriff-Coroner, Undersheriff, or Chief of Management Services, to apply for and accept the U.S. Department of Justice Programs, DNA Program Backlog Reduction Grant in an initial amount of \$251,941 to reduce the number of backlogged DNA tests in the Sheriff's Criminalistics Laboratory for the period of October 1, 2023 through the end of the grant period.

FISCAL IMPACT:

No County costs. Initial revenue: \$251,941, 100% Federal revenue, no County match required.

BACKGROUND:

The Contra Costa County, Office of the Sheriff, Forensic Services Division operates an ANAB Accredited Crime Laboratory to provide County-wide Forensic DNA testing services. The DNA Capacity Enhancement for Backlog Reduction Grant funds are needed to ensure the efficient processing of DNA evidence. Grant funds have been used in the past to purchase scientific equipment allowing for high throughput DNA extraction, quantification and detection. In addition, funding supports DNA analysts who process DNA samples collected at crime scenes to aid in criminal investigations and prosecutions. The 2023 DNA Capacity Enhancement for Backlog Reduction Program Grant will be used to support DNA analysts, acquire advanced technology, consumables and provide state-of the art forensic DNA testing to law enforcement agencies in the Contra Costa County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Abigail Balana, 925-655-0008

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

A decision not to pursue grant funding will increase the DNA case backlog, increase the turnaround time for DNA sample processing, and contribute to delays in criminal prosecutions.

ATTACHMENTS

Resolution 2023/107

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2023/107

IN THE MATTER OF: Applying for and Accepting the 2023 U.S. Department of Justice, Office of Justice Programs, DNA Program Backlog Reduction Grant.

WHEREAS, the County of Contra Costa is seeking funds available through the U.S. Department of Justice;

NOW, THEREFORE, IT BE RESOLVED, that the Board of Supervisors authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Chief of Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance including grant modification and extensions provided by the U.S. Department of Justice.

I hereby certify that this 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: Abigail Balana, 925-655-0008

ATTESTED: April 4, 2023

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: April 4, 2023

Subject: Transfer of K-9 Service Dog Loizo

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Sheriff's Deputy Emily Neabeack to pay the County \$1.00 for retired Sheriff's Service Dog "Loizo" on April 5, 2023.

FISCAL IMPACT:

None

BACKGROUND:

On December 18, 2007, the Board of Supervisors approved Board Resolution No. 2007/172, which authorized the transfer of ownership of retired police canine (K-9) service dogs to their respective handlers for minimal (\$1.00) consideration. Police dogs typically reach the end of their useful service lives around the age of 8 years. Although the approximate costs of purchasing a police dog (\$11,000) and training it (\$8,000) are substantial, the service received from these dogs is well worth the expenditure. However, upon their retirement from service, the dogs cease being a financial "asset" and instead become a continuous expense. By transferring ownership of the dog to its handler, all ongoing expenses are absorbed by the handler in exchange for his/her dog's companionship in the sunset years of the dog's life.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Abigail, Balana 925-655-0008

By: , Deputy

cc:

BACKGROUND: (CONT'D)

On rare occasions, the K-9 handler is unable to accept ownership of his/her retired service dog. In these situations the Sheriff's Office seeks authorization to transfer ownership of retired K-9s to private citizens whom the Office of the Sheriff has determined to be suitable to accept the dog. In exchange for a minimal (\$1.00) consideration for the transfer of ownership, the new owner will assume all costs – food, shelter, veterinary, licensing, and liability – for the dog.



Contra
Costa
County

To: Board of Supervisors
From: Kristin Connelly, Clerk-Recorder
Date: April 4, 2023

Subject: Cancellations and New Contract for Microfilm Storage

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute contract cancellations for prior overlapping agreements and execute a new contract including modified indemnification with Pacific Storage Company in an amount not to exceed \$90,000 to provide climate-controlled storage of microfilm records for the period June 4, 2022 through June 4, 2024.

FISCAL IMPACT:

The total cost will not exceed \$90,000, and is associated with the Clerk-Recorder's dedicated micrographics and modernization fund. The agreement would have no impact to general fund monies.

BACKGROUND:

The Clerk-Recorder contracts with Pacific Storage Company to provide secure climate-controlled facilities to accommodate the department's thirteen 2500 lbs. fireproof safes containing microfilm records. Pacific Storage Company stores department records in state of the art facilities, utilizes online inventory systems, and provides responsive customer service. The department selected Pacific Records Storage as the best available option for these services through its established track record. The pricing schedule remains unchanged since the original 2018 agreement.

The original 2018 agreement (contract #48008) with Pacific Storage Company was extended to terminate on June 4, 2024, however that agreement eventually reached its payment limit and could not be amended further due to a clerical error with the contractor's identifying details. Another agreement was executed effective October 1, 2022 (contract #4973000), however this agreement created a lapse in contractual protections for the County from June 4 through September 30, 2022 pending the prior agreement's cancellation. This prompted the proposed new agreement, backdated to June 4, 2022, to correct the previous oversight and maintain continual contractual protections for the County's stored records. The contract has been approved as to legal form. It differs from the County's standard form in that it limits the contractor's liability to capped rates for losses that result from contractor's negligence and does not require the contractor to provide legal defense for the County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: 925.335.7997

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board not authorize the recommended action, the Department would need to attempt to identify another local and trustworthy provider for climate controlled storage. Costs and liability associated with relocating stored microfilm to a new vendor could be substantial. There would also be the potential for higher rates charged for services, and/or lower quality of services rendered.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Consulting Services Agreement for On-Call Architectural Services with Robinson Mills + Williams, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Robinson Mills + Williams in an amount not to exceed \$750,000, to provide on-call architectural services for various County facilities projects, Countywide, for the period April 4, 2023 through April 3, 2026 with a one-year extension option to April 3, 2027, if elected by the Public Works Director.

FISCAL IMPACT:

100% Various Funds. Projects will be assigned to the on-call architect when there is an approved project and funding.

BACKGROUND:

The purpose of the on-call contract is to provide architectural services for various County facilities projects as they occur during the agreement period. When the Public Works Department receives a project request, it will be determined at the time whether or not it would be prudent to utilize this on-call architect. The on-call architect will provide typical architectural services, such as programming, design and

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Jeffrey K. Acuff 925-9570-2487

By: , Deputy

cc:

BACKGROUND: (CONT'D)

construction administration. The type, size and location of projects will vary. Typical projects may include new construction, building renovations/modernizations, remodeling of the entirety or parts of a building, tenant improvements, exterior restorations, mechanical/electrical/plumbing upgrades, structural improvements, code-related improvements, and deferred maintenance. Having this on-call agreement in place will save the County time and money when compared to the time and expense in conducting a consultant selection process on a project-by-project basis and allow the design phase to commence sooner and provide for a shorter project completion schedule.

Robinson Mills + Williams was selected through a competitive qualifications-based selection process. The Public Works Department solicited Statements of Qualifications (SOQs) and received twenty. Twelve firms were shortlisted. A selection committee comprised of County staff conducted interviews and ranked the shortlisted firms. Public Works recommends that the above firm, which is one of the six highest ranked firms, be awarded the on-call agreement at this time. The agreement includes a single one-year extension option that can be exercised by the Public Works director, if he chooses. Government Code Section 31000 authorizes the County to contract for services including the type of architectural services that Robinson Mills + Williams provides.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, the County will not be able to take advantage of the time and cost savings possible through utilization of this on-call architectural services agreement.



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: April 4, 2023

Subject: CalSAWS Postage Cost

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller to issue payment on behalf of Employment and Human Services Department to BIT California, LLC d.b.a Document Fulfillment Services pursuant Exhibit A Scope of Work Section 1.2.2.2 of Subcontract Agreement between Gainwell and BIT California in an amount not to exceed \$2,487,749 to replenish monthly the CalSAWs Central Print Contra Costa County postage account for the period April 5, 2023 through March 31, 2026.

FISCAL IMPACT:

Estimated cost for the period April 4, 2023 through March 31, 2026 is \$2,487,749, of which approximately \$232,966 is included in FY 22-23 Adopted Budget. The remaining balance will be budgeted in future fiscal years through March 2026. Funding ratios are federal 59%, state 35% and county 6%.

BACKGROUND:

This board order is to authorize monthly payment to BIT California for the replenishment of the postage account. On March 19, 2019, (D.3) your Board approved and authorized the Board of Supervisor Chair to execute the CalSAWS Consortium Second Amended and Restated Joint Exercise of Powers Agreement for establishing a single statewide case automated welfare system (SAWS)

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: N. Hager (925) 608-4966

By: , Deputy

cc:

BACKGROUND: (CONT'D)

management system for the administration of California's public assistance programs and the Employment and Human Services Director or designee to execute a Memorandum of Understanding (MOU) with the CalSAWS consortium for the administration and implementation of SAWS.

The Employment and Human Services Department rolled out CalSAWS on February 27, 2023. Under the previous CalWIN automated welfare system, EHSD procured the print mail service from Public Works.

All 58 Counties in California will be using CalSAWS, including Central Print and Mail. On July 8, 2020, the CalSAWS Consortium released a Request for Proposal (RFP) to solicit proposals from qualified vendors to design, develop, and implement central print and mailing services ("Central Mail Services") for the CalSAWS environment, and selected prime contractor Gainwell Technologies LLC ("Gainwell") to provide Central Mail Services. The agreement was executed in April 2021 and its duration is for five years and may be extended for up to five one-year terms at the discretion of the CalSAWS Consortium. Central Mail Services include printing, sorting, and mailing all client correspondence generated by CalSAWS including, but not limited to Notice of Action, forms, letters, stuffers, and flyers, and storage of materials.

Gainwell entered into a Subcontract Agreement with BIT California, LLC d.b.a. Document Fulfillment Services (DFS) (Subcontractor) to provide certain central print and mailing services, including but not limited to preprocessing, presort and postage. The Subagreement states that Gainwell will coordinate with each of the CalSAWS Counties to inform them when postage replenishment to Subcontractor is required.

Counties are to provide postage funds directly to Subcontractor BIT California. The Contra Costa County Purchasing Agent issued for EHSD purchase order #027191 on February 16, 2023, for \$174,725 to meet the three-month prefunding requirement announced in CalSAWS Information Transmittal (CIT) 0170-22.

This board order is to approve and authorize the Auditor-Controller to issue a total amount not-to-exceed \$2,487,749 over the term April 5, 2023 through March 31, 2026, to replenish monthly the CalSAWS Central Print Contra Costa County postage account in an amount not less than the actual postage used in the prior month. The not-to-exceed amount of \$2,487,749 was estimated based on current monthly average mailing and projected postage rates during the term April 5, 2023 through March 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:

Not replenishing the CalSAWS Central Print Contra Costa County postage account will result in disruption to CalSAWS operations and in EHSD clients not receiving timely or failing to receive their Notice of Action, forms, letters, stuffers, and flyers.



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: April 4, 2023

Subject: Approve Clarification of Item #C.21 with Planet Technologies, Inc.

RECOMMENDATION(S):

APPROVE clarification of Board action of May 3, 2022 (C.21) for a contract amendment with Planet Technologies, Inc., a corporation, to reflect the intent of the parties to change the payment limit from \$314,000 to \$328,000 with no change to terms and conditions.

FISCAL IMPACT:

\$328,000 funded by 6% County, 59% Federal, 35% State revenues as administrative overhead expense, all of which is already budgeted in FY 2021-2022 and FY 2022-2023.

BACKGROUND:

The Employment and Human Services Department (EHSD) executed a contract with Planet Technologies on August 1, 2021, in the amount of \$99,000, to upgrade its department-wide communications system STARS (Shared Text Automated Retrieval System). On May 3, 2022 (C.21), the Board of Supervisors (BOS) approved a contract amendment and extension, to add to the scope of work, and to increase the payment limit by \$215,000 to a new total \$314,000. The increase in payment limit should have been in the amount of \$229,000. The new payment limit of the contract amendment/extension thus should be \$328,000.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: C. Youngblood (925) 608-4964

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The performance requirements described in the original contract amendment remain the same.

This board order is to clarify the payment limit and payment provisions of the amendment.

CONSEQUENCE OF NEGATIVE ACTION:

The department will be unable to go forward with the communication system upgrade which will have a negative impact to serving our clients.



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: April 4, 2023

Subject: Agreement with Contra Costa County Office of Education for Educational Liaison Services for Foster Youth

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an agreement with Contra Costa County Office of Education in an amount not to exceed \$324,135 (\$108,045 annually for three years) to provide educational liaison services for children and youth in foster care for the period July 1, 2023 through June 30, 2026.

FISCAL IMPACT:

This agreement will increase department expenditures by \$324,135, (\$108,045 annually for three years) and will be funded 70% by 2011 Realignment and 30% by County General Fund. \$108,045 is already budgeted in FY 2023-2024 and the remaining \$216,090 will be budgeted as part of the FY 2024-2025 and 2025-2026 Recommended Budgets.

BACKGROUND:

The Contra Costa County Office of Education is designated by the California Department of Education as the Foster Youth Services Coordinating Program (FYSCP) in Contra Costa County. Contra Costa County Office of Education provides Educational Liaisons that work collaboratively with local school districts, child welfare agencies, foster care agencies, probation, post-secondary institutions, caregivers, and community organizations with the goal of improving the educational performance and personal achievement for foster children and youth while also decreasing the educational gap.

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: V. Kaplan, (925) 608-5052

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Using a unique partnership, Education Liaisons work closely with Children and Family Services (CFS) Social Workers to help support the educational needs of foster children and youth by ensuring proper educational placement, school enrollment, and checkout from school, as well as assisting with the transfer of grades, credits, and records when there is a school change as mandated by California Education Code § 48853.5(b)-(d), (e)(8)(C).

Previous agreements for these services with the Agency were authorized by the Board of Supervisors on April 27, 2021 (C.46) for FY21/23 and on March 31, 2020 (C.65) for FY 20/21.

CONSEQUENCE OF NEGATIVE ACTION:

Without educational liaisons, foster children and youth will experience increased barriers in accessing the same academic resources, services, and extracurricular and enrichment activities that are available to all students.

CHILDREN'S IMPACT STATEMENT:

This agreement supports four of the five community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Safe, Stable and Nurturing"; and 4) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by supporting the educational rights of children and youth in foster care.



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: April 4, 2023

Subject: Contract with Social Service Staffing & Recruiting, Inc. for Temporary Social Workers

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Social Service Staffing & Recruiting, Inc., in an amount not to exceed \$725,000 to provide qualified temporary social workers for clients of the Children and Family Services Bureau, for the period July 1, 2023 through June 30, 2024.

FISCAL IMPACT:

This contract will increase expenditures by \$725,000 funded as Administrative Overhead with 6% County revenue, 35% State revenue and 59% Federal revenue.

BACKGROUND:

Children and Family Services (CFS) has experienced difficulties in recruiting and retaining qualified social workers. Currently, there are approximately thirty (30) vacancies in addition to staff on LOA, FMLA and COVID related absences, resulting in a higher than optimal caseload. Recruitment efforts through Human Resources have produced candidates but not adequate numbers to fill all vacancies. Even when new Social Workers are recruited, they require extensive training to be ready to assume a caseload.

Social Service Staffing & Recruiting, Inc. ensures a ready source of temporary, fully qualified social workers to immediately address this situation and ensure child safety.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: V. Kaplan, (925) 608-5052

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Additionally, social workers obtained through this contractor may become interested in permanent County positions and apply for current vacancies, which would support the Department's efforts to fill permanent positions with qualified and well-trained applicants familiar with CFS programs, clients and procedures.

Previous contracts and amendments for these services with the contractor have been authorized by the Board of Supervisors on May 24, 2022 (C.48) for FY22/23 (amendment), January 18, 2022 (C.56) for FY22/23 (amendment), and on June 8, 2021 (C.79) for FY21/22.

CONSEQUENCE OF NEGATIVE ACTION:

Qualified social workers will not serve clients in CFS programs efficiently due to the higher than optimal caseload.

CHILDREN'S IMPACT STATEMENT:

The services provided under this contract support all five of Contra Costa County's community outcomes: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by ensuring children and families in CFS programs are working with qualified staff on a consistent basis.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: April 4, 2023

Subject: CONTRACT AMENDMENT WITH KARPEL COMPUTER SYSTEMS, INC., FOR DISTRICT ATTORNEY CASE MANAGEMENT SYSTEM

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Karpel Computer Systems, Inc., to extend the term by five years through June 30, 2028 and increase the payment limit by \$851,250 to a new payment limit of \$3,198,372 to provide an additional five years of hosting, maintenance, and support of the case management system for District Attorney prosecution services.

FISCAL IMPACT:

The additional contract cost will be funded through appropriations from the District Attorney operating budget. The total contract cost comprises software licensing and configuration and 13 years of vendor-supplied hosting, maintenance, and subscription to electronic discovery. The increase in payment limit will provide for 5 of the 13 years of system maintenance and support, and is offered to the County at the current annual rate.

In addition to the contract cost, the project also incurs internal County costs for wide area network services provided by the Department of Information Technology, which are charged annually to the District Attorney operating budget.

BACKGROUND:

In September 2014, the Board of Supervisors authorized a contract with Karpel Computer Systems, Inc., in the amount of \$1,223,205 to provide a modern, web-based case management system for the District Attorney's Office plus four years of system maintenance and support. The first phase of this system, the adult module, was rolled out in late 2015.

In 2018, the contract was amended to provide additional user licenses, increase the payment limit to \$2,142,122, and extend system maintenance through June 2023. A second amendment in 2020 increased the payment limit to \$2,332,122 with no change to the contract term to provide for the development of up to ten interfaces for local law enforcement agencies to electronically file their criminal complaints with the District Attorney's Office instead of transmission by facsimile. A third amendment in February 2023 increased the payment limit to \$2,347,122 for additional services to complete the conversion of legacy system juvenile data, which will be used in both the Probation and District Attorney case management systems.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Julie DiMaggio Enea
925.655-2056

By: , Deputy

cc:

BACKGROUND: (CONT'D)

This fourth contract amendment will extend the term by five years through June 30, 2028 and increase the payment limit by \$851,250 (\$170,250 per year) to a new payment limit of \$3,198,372 to provide an additional five years of hosting, maintenance, and support of the case management system to ensure that the system remains available without interruption.

CONSEQUENCE OF NEGATIVE ACTION:

Disapproval of the recommendation will place the District Attorney's Office and other justice partners in the predicament of having no system support services in the event of a malfunction.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: APPROVE and AUTHORIZE Amendment No. 2 to the Contract with Summit Building Services, Inc., a California Corporation, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Summit Building Services, Inc., effective April 4, 2023, to increase the payment limit by \$1,300,000 to a new payment limit of \$11,200,000 to provide scheduled and on-call custodial services, with no change to the term, Countywide.

FISCAL IMPACT:

Custodial Services Budget. (100% General Fund)

BACKGROUND:

The Public Works Custodial Services Division (PWD) is responsible for the custodial needs of all County buildings. This includes the use of sublet custodial services to several leased and County-owned sites. These locations are remote sites either outside of the normal routes used by County custodial staff, or sites requiring night work. Custodial Services does not have the ability to manage or oversee employees under these parameters. The locations where the contractor performs the services and the monthly costs are listed in the attached "Rate and Frequency Schedule." This is a continuation of the existing policy and has no negative impact on the current custodial staff. Government Code Section 25358 authorizes the County to contract for the maintenance and upkeep of County buildings.

Through the first year of this contract, at the request of the County, Summit has provided additional deep cleaning and disinfectant services for Contra Costa County COVID-19 safety efforts. As a result, these services have exhausted a large portion of the balance originally budgeted for scheduled and as-needed custodial services. PWD has ceased using this contract with Summit Building Services for COVID-19 disinfecting services and continues to only use it for scheduled and unscheduled custodial

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Derrick West, (925) 646-2506

By: , Deputy

cc:

BACKGROUND: (CONT'D)

work. This amendment will be adding \$1,300,000 to the current contract limit of \$9,900,000. This is needed to ensure the County has access to the contractor's custodial services through the term of the contract which is set to expire on April 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the County will not be able to provide payment for outstanding invoices, and scheduled custodial services will be discontinued.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Consulting Services Agreement for On-Call Architectural Services with COAR Design Group, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works director, or designee, to execute a Consulting Services Agreement (contract) with COAR Design Group, in an amount not to exceed \$750,000 to provide on-call architectural services for various County facilities projects, Countywide, for the period April 4, 2023 through April 3, 2026 with a one-year extension option to April 3, 2027, if elected by the Public Works director.

FISCAL IMPACT:

100% Various Funds. Projects will be assigned to the on-call architect when there is an approved project and funding.

BACKGROUND:

The purpose of the on-call contract is to provide architectural services for various County facilities projects as they occur during the contract term. When the Public Works Department receives a project request, it will be determined at the time whether or not it would be prudent to utilize this on-call architect. The on-call architect will provide typical architectural services, such as programming, design and construction administration. The type, size and location of projects will vary. Typical projects may include new construction, building renovations/modernizations, remodeling of the entirety or parts of a building, tenant improvements, exterior restorations, mechanical/electrical/plumbing upgrades, structural improvements, code-related improvements, and

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 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)

deferred maintenance. Having this on-call contract in place will save the County time and money when compared to the time and expense in conducting a consultant selection process on a project-by-project basis and allow the design phase to commence sooner and provide for a shorter project completion schedule.

COAR Design Group was selected through a competitive qualifications-based selection process. The Public Works Department solicited Statements of Qualifications (SOQs) and received twenty. Twelve firms were shortlisted. A selection committee comprised of County staff conducted interviews and ranked the shortlisted firms. Public Works recommends that the above firm, which is one of the six highest ranked firms, be awarded the on-call contract at this time. The contract includes a single one-year extension option that can be exercised by the Public Works director, if he chooses. Government Code Section 31000 authorizes the County to contract for services including the type of architectural services that COAR Design Group provides.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, the County will not be able to take advantage of the time and cost savings possible through utilization of this on-call architectural services agreement.



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: April 4, 2023

Subject: Agreement with Chabot-Las Positas Community College District for Training Services to CFS Staff, Community Partners and Foster Care Providers

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an agreement with Chabot-Las Positas Community College District, in an amount not to exceed \$750,000 to deliver education and training services to foster care providers, community partners and Children and Family Services staff for the period July 1, 2023 through June 30, 2025.

FISCAL IMPACT:

This agreement will increase department expenditures by \$750,000, (\$375,000 annually for two years) and will be funded 100% by 2011 Realignment. \$375,000 is already budgeted in FY 2023-2024 and the remaining \$375,000 will be budgeted as part of the FY 2024-2025 Recommended Budget.

BACKGROUND:

Chabot-Las Positas Community College District (CLPCCD) has a successful history in providing an array of training and technical assistance to child welfare agencies and community partners as evidenced by partnerships with Alameda, Mendocino and Solano Counties. CLPCCD provides training to increase the skills and capacity of those who work directly with foster and adoptive children.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: O. Thammasen (925) 494-5256

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Courses range from topics such as trauma informed care, Resource Family Pre-Approval training, Safety Organized Practice, professional development and new laws and initiatives impacting child welfare. This agreement will result in training deliverables that are intended to expand the expertise and knowledge of those individuals providing care and services to Contra Costa County children and youth placed in foster care.

This contract contains mutual indemnification language approved by County Counsel. Previous agreement for these services with CLPCCD was authorized by the Board of Supervisors on April 27, 2021 (C.66) for Fiscal Years 2021-2023.

CONSEQUENCE OF NEGATIVE ACTION:

Valuable education and training services will not be provided to those who work directly with foster and adoptive children.

CHILDREN'S IMPACT STATEMENT:

This interagency agreement supports all five of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing"; and 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by providing training to foster care providers.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: AWARD and AUTHORIZE Job Order Contract to MVP Construction, LLC., for Repair, Remodeling, and other Repetitive Work (W4011C)

RECOMMENDATION(S):

- (1) APPROVE contract General Conditions, Technical Specifications, and Construction Task Catalog for Job Order Contracts 022.
- (2) DETERMINE that MVP Construction, LLC., submitted the lowest responsive and responsible bids for the award of the job order contract.
- (3) AWARD a job order construction contract for repair, remodeling, and other repetitive work to be performed pursuant to the Construction Task Catalog to MVP Construction, LLC., in the amount of \$2,500,000, for a term of one year each (commences ninety (90) days after contract execution or upon the first Notice to Proceed whichever comes first for each contract), and DIRECT that the Public Works Director, or designee, prepare the contracts.
- (4) DIRECT that MVP Construction, LLC., shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$2,500,000 each.
- (5) ORDER that, after MVP Construction, LLC., has signed the job order contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for the Board.
- (6) ORDER that, upon signature of the job order contract by the Public Works Director, or designee, any bid bonds posted by such bidder are to be exonerated and any checks or cash submitted for security shall be returned.

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Jeffrey K. Acuff, 925-957-2487

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

(7) AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contracts, pursuant to Public Contract Code Section 22300.

(8) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

(9) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board’s functions under Public Contract Code Section 4107 and 4110.

(10) DECLARE that, should the award of the contract to MVP Construction, LLC., be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject the bids received.

FISCAL IMPACT:

Job orders under the job order contracts will only be issued when there is an approved project and funding. The contract value can range from a minimum of \$25,000 to a maximum of \$2,500,000.

BACKGROUND:

In order to be efficient in delivering projects, the County needs to employ a variety of project delivery methods. One such method is Public Contract Code Section 20128.5, which authorizes counties to award one or more individual annual contracts for repair, remodeling, or repetitive work to be done according to unit prices. Once an annual contract is awarded, individual projects are then done through written job orders performed by the job order contractor at the unit prices bid for the annual contract. Such job order contracting (JOC) is a project delivery tool that has been proven to reduce costs, save time, and increase productivity.

The JOC Program has been a valuable construction project delivery tool for the term of the JOC contracts. As the expiration dates and maximum contract amounts are reached for existing job order contracts, other projects are otherwise eligible to be accomplished under the JOC program. On November 29, 2022, the Board of Supervisors authorized the Public Works Director, or designee, to solicit for job order contracts for repair, remodeling, and other repetitive work, and bring to the Board recommendations to award four contracts. Bids were invited by the Public Works Director and on January 4, 2023, the Public Works Director received 8 bids for the job order contracts. The scope of work performed under the job order contracts will be determined by individual job orders using the Construction Task Catalog. Three of the four lowest responsive bidders are being recommended for contract award and Public Works hopes to do the same with the other one as soon as labor issues are resolved. The contracts are being awarded based on the lowest Award Criteria Figure (ACF) that is calculated by each bidder using the award criteria figure formula percentages required by each job order using adjustment factors called out in the bidding documents. Bid documents for Job Order Contracts 021, 022, 023 & 024, including construction task catalog and construction specifications for typical work, were prepared for the Public Works Department by the County’s job order contracting consultant, The Gordian Group, Inc. The general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on the projects covered by the annual Job Order Contracts. Bids for Job Order Contracts 021, 022, 023 & 024 were received and opened by the Public Works Department on January 4, 2023 and the bid results are as follows:

BIDDER	AWARD CRITERIA
Aztec Consultants, Inc.	1.1360
MVP Construction, LLC.	1.1400
A CST Group Inc., d/b/a Dynasel USA	1.1440
Mark Scott Construction, Inc.	1.1510
Stratus Construction Co.	1.2280
MIK Construction, Inc.	1.2500
C & C Contracting, Inc.	1.2900
Staples Construction Company, Inc.	1.3995

Staff has determined that the four lowest bids received from Aztec Consultants, Inc.; MVP Construction, LLC.; A CST Group Inc. (dba Dynasel); and Mark Scott Construction, Inc. are responsive. The Public Works Director recommends the Board award the job order contract for this project to MVP Construction, LLC. (JOC 022) for job order contracts in amounts not less than \$25,000 nor more than \$2,500,000 each.

California Environmental Quality Act (CEQA) requirements will be determined and addressed on a project-by-project basis as projects occur. Each of the job order contractors will perform outreach required under the County’s Outreach Program for the work to be performed under each job order in excess of \$175,000.

CONSEQUENCE OF NEGATIVE ACTION:

If these JOC bid solicitations are not approved and authorized, the County will not have the resources to complete deferred maintenance projects as described in the FLIP report and other County construction projects involving repair, remodeling, and other repetitive work.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Terminate contract with Skanska USA Building Inc., and approve a contract with Vanir Construction Management, Inc.

RECOMMENDATION(S):

APPROVE the termination, by the County Administrator, of the Consulting Services Agreement (contract) dated August 9, 2022 with Skanska USA Building Inc. (Skanska) to provide master planning and construction management services for various Measure X funded healthcare projects at the Contra Costa Regional Medical Center (CCRMC), in an amount not to exceed \$3,000,000.

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Vanir Construction Management, Inc. (Vanir), in an amount not to exceed \$6,093,348, to provide master planning, construction management, and architectural services for various Measure X funded healthcare projects at the Contra Costa Regional Medical Center (CCRMC) located at 2500 Alhambra Avenue and 20 Allen Street in Martinez, CA for the period April 4, 2023 to April 3, 2028.

FISCAL IMPACT:

The fee earned by Skanska for services already performed is not yet known, but will be less than \$220,000, which is the full amount which has been authorized. Ultimately, the fiscal impact is estimated to be a loss of between \$100,000 and \$200,000. 100% Measure X funding budgeted in Hospital Enterprise Fund.

BACKGROUND:

On December 14, 2021, the Board approved Measure X funding to update the CCRMC master plan and complete five improvement projects at the CCRMC campus: a Public Health Laboratory, a Parking Structure, a Medical Office Building, an Interventional Radiology Suite and a Psychiatric Emergency Services addition and remodel.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 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)

Public Works subsequently issued a Request for Qualifications (RFQ), soliciting Statements of Qualification (SOQs) from consulting firms to provide master planning and construction management services. Public Works received six SOQs from interested firms and short-listed three. A selection committee comprised of County staff conducted interviews and ranked Skanska as the top-ranking firm followed by Vanir.

On August 9, 2022, the Board approved a Consulting Services Agreement with Skanska in an amount not to exceed \$3,000,000 to provide master planning services and construction management services for the five noted improvement projects.

On September 20, 2022, Public Works approved Task Order Number 01 with Skanska, in an amount not to exceed \$220,000, authorizing Skanska to proceed with pre-master planning services.

Since that time, County staff at Health Services, Public Works and the County Administrator's Office have become dissatisfied with the content and pace of work produced by Skanska, have lost confidence in Skanska's ability to perform up to the standards needed for a successful outcome, and have come to a consensus that the best course of action for the benefit of the upcoming CCRMC development is to terminate the Skanska contract and pursue other options.

The Consulting Services Agreement with Skanska allows for the County to terminate the contract at its option whether or not the Consultant is then in default. Public Works therefore recommends that the contract be terminated. Public Works further recommends, then, that Vanir, the next highest graded RFQ qualifier, be hired.

The contract with Vanir includes additional scope to provide design services for the two Measure X projects that are not dependent on master planning: the expansion and remodel of the interventional radiology suite and of the psychiatric emergency services area. That added scope represents \$1,402,500 of the fee increase.



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: April 4, 2023

Subject: 2019 California Department of Social Services Privacy and Security Agreement Amendment

RECOMMENDATION(S):

RATIFY the execution of 2019 California Department of Social Services Privacy and Security Agreement No. 19-07 by the Employment and Human Services Director signed on October 21, 2019, and APPROVE and AUTHORIZE the Employment and Human Services Director or designee to execute an amendment to the 2019 Privacy and Security Agreement 19-07 with the California Department of Social 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 California Department of Social Services (CDSS) notified counties of the Data Privacy and Security Agreement (Agreement) on June 25, 2019, with instructions for returning the signed Agreement to CDSS. 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 SSA-provided information, SSA requires that CDSS enter into individual agreements with the counties to safeguard this information. The current Agreement expired March 1, 2023.

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: L.Pacheco 608-4963

By: , Deputy

cc:

BACKGROUND: (CONT'D)

CDSS notified counties of an Amendment to the Agreement on January 19, 2023. 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 CDSS 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 CDSS.

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 Department of Healthcare Services and CDSS.

ATTACHMENTS

- 2019 CDSS PSA
- CDSS All County Letter
- CDSS PSA Amendment

2019 PRIVACY AND SECURITY AGREEMENT

BETWEEN

the California Department of Social Services and the
County of Contra Costa
Department/Agency of Employment and Human Services

PREAMBLE

The California Department of Social Services (CDSS) and the
County of Contra Costa
Department/Agency of Employment and Human Services

enter into this Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) Personally Identifiable Information (PII), covered by this Agreement and referred to hereinafter as PII, that the counties access through CDSS and the Department of Health Care Services (DHCS). This Agreement covers the following programs:

- CalFresh;
- California Food Assistance Program (CFAP);
- California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- Cash Assistance Program for Immigrants (CAPI);
- Entrant Cash Assistance (ECA)/Refugee Cash Assistance (RCA);
- Foster Care (FC) (eligibility);
- Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- General Assistance/General Relief (GA/GR); and
- Trafficking and Crime Victims Assistance Program (TCVAP).

The CDSS has an Inter-Agency Agreement (IAA) with DHCS that allows CDSS and local county agencies to access SSA and MEDS data in order to Assist in the Administration of the Program for the programs listed above. The IAA requires that CDSS may only share SSA and MEDS data if its contract with the entity with whom it intends to share the data reflects the entity's obligations under the IAA.

The County Department/Agency utilizes SSA and MEDS data in conjunction with other system data in order to Assist in the Administration of the Program for the programs listed above.

This Agreement covers the

County of Contra Costa,

Department/Agency of Employment and Human Services

and its staff (County Workers), who access, use, or disclose PII covered by this Agreement, to assist in the administration of programs.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting 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 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 PII and that are authorized by the county to access and use PII.
4. **"PII"** is personally identifiable information directly obtained in the course of performing an administrative function through the MEDS or IEVS systems on behalf of the programs, which can be used alone, or in conjunction with any other reasonably available information to identify a specific individual. 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. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. 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 PII, or interference with system operations in an information system which processes PII that is under the control of the county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.
6. **"Secure Areas"** means any area where:
 - a. County Workers assist in the administration of their program;
 - b. County Workers use or disclose PII; or
 - c. 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 CDSS 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 CDSS, including a source other than SSA, but in which CDSS 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

CDSS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Workers may use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq. and Welfare and Institutions Code section 10850 or as authorized or required by law. Disclosures required by law or that are made with the explicit written authorization of the client are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. No County Worker shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use PII to assist in administering their respective programs.
- C. Access to PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of their respective programs.
- D. County Workers who access, disclose or use 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 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 thirty (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 (3) 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 (3) 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 PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three (3) years, or five (5) 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 the PII;
2. Security and Privacy Safeguards for the PII;
3. Unacceptable Use of the PII; and
4. Enforcement Policies.

D. *Background Screening.*

1. Conduct a background screening of a County Worker before they may access 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 (3) 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 Department/Agency shall perform the following:

- A. Conduct periodic privacy and security reviews 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 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 their program, and the use or disclosure of 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 CDSS with applicable contact information for these designated individuals by emailing CDSS at cdsspsa@dss.ca.gov. Any changes to this information should be reported to CDSS within ten (10) 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 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 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 their program and use, disclose, or store 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 PII is used, disclosed, or stored.
- E. Ensure each physical location, where 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 five hundred (500) or more individually identifiable records of 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 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 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 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 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 ensure that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit 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 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.
- K. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process 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 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 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 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 PII, shall install and actively use an antivirus software solution. Antivirus 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 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 thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (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 PII.
2. Username shall be promptly disabled, deleted, or the password changed within, at most, twenty-four (24) hours of the transfer or termination of an employee. Note: Twenty-four (24) hours is defined as one (1) working day.
3. Passwords are not to be shared.
4. Passwords shall be at least eight (8) 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 ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (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 (3) of the four (4) of the following 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 (!,@,#, etc.)
- H. **User Access.** In conjunction with CDSS and DHCS, County Department/Agency management should exercise control and oversight over the authorization of individual user access to SSA data via, MEDS, IEVS, and over the process of issuing and maintaining access control numbers, IDs, and passwords.
- I. **Data Destruction.** When no longer needed, all PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- K. **Warning Banners.** The systems providing access to 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 PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters 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 PII is stored in a database, database logging functionality shall be enabled.
4. Audit trail data shall be archived for at least three (3) years from the occurrence.

M. Access Controls. The system providing access to 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 PII outside of a secure internal network shall be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (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 PII can be encrypted.
3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

O. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting 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 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 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 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 will work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

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 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 twenty-four (24) hours. It is recommended that County Department/Agency conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS and CDSS, 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 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 and Recovery Plan.**
1. The County Department/Agency shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.

3. The procedures shall include storing backups containing PII offsite.
4. The procedures shall ensure an inventory of backup media.
5. The County Department/Agency shall have established documented procedures to recover PII data.
6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.
7. It is recommended that the County Department/Agency periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

- A. **Supervision of Data.** The 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 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 PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII to be left unattended in a vehicle overnight or for other extended periods of time.
- C. **Public Modes of Transportation.** The 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 PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. **Confidential Destruction.** PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. **Removal of Data.** The PII shall not be removed from the premises of County Department/Agency except for identified routine business purposes or with express written permission of CDSS.

G. Faxing.

1. Faxes containing 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 PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the County Department/Agency obtains prior written permission from CDSS to use another method.

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 will provide initial notice to DHCS by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII or potential loss of PII with a copy to CDSS. The DHCS is acting on behalf of CDSS for purposes of receiving reports of privacy and information security incidents and breaches. The County Department/Agency agrees to perform the following incident reporting to DHCS:

1. If a suspected security incident involves 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 PII provided or verified by SSA, the County Department/Agency shall notify DHCS within one (1) 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/Agency.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of 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 PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS within seventy-two (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 Corrective Action Plan (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 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 CDSS, CDSS 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 CDSS or the County Department/Agency is responsible for the breach, CDSS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

2. All notifications (regardless of breach status) regarding beneficiaries' 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 sixty (60) calendar days from discovery;
3. The CDSS Information Security and Privacy Bureau 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 CDSS review and approval, secondary follow-up notifications may be required; and
4. CDSS 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 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 CDSS, CDSS 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 (if the breach involves MEDS or SSA data), CDSS, 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. *CDSS and DHCS Contact Information.* The County Department/Agency shall utilize the below contact information to direct all notifications of breach and security incidents to CDSS and DHCS. CDSS 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.

<p align="center">CDSS Information Security and Privacy Bureau</p>	<p align="center">DHCS Breach and Security Incident Reporting</p>
<p>California Department of Social Services Information Security and Privacy Bureau 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413</p> <p>Email: iso@dss.ca.gov</p> <p>Telephone: (916) 651-5558</p> <p><i>The preferred method of communication is email, when available. Do not include any PII unless requested by CDSS.</i></p>	<p>Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413</p> <p>Email: incidents@dhcs.ca.gov</p> <p>Telephone: (866) 866-0602</p> <p><i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i></p>

XI. 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 the SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, 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 PII.

If SSA changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to the County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS 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, CDSS will supply copies of the changed agreement to the CWDA and the County Department/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 CDSS 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 CDSS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XII. 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/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, 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 PII.

If DHS-USCIS changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the CDSS proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS 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, CDSS 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 a County Department/Agency is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to CDSS 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 CDSS through a collaborative process in developing their CAP.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XIII. COUNTY DEPARTMENT/AGENCY 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 PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to PII upon such agents, subcontractors, and vendors. These shall include, at a minimum, (1) restrictions on disclosure of PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of 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.

County Department/Agency(s) who would like assistance or guidance with this requirement are encouraged to contact CDSS via email at cdsspsa@dss.ca.gov.

XIV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist CDSS or DHCS (on behalf of CDSS) 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 CDSS or 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 CDSS in writing, or to enter into a written CAP with CDSS containing deadlines for achieving compliance with specific provisions of this Agreement.

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving CDSS based upon claimed violations by the County Department/Agency of the privacy or security of PII, or federal or state laws or agreements concerning privacy or security of PII, the County Department/Agency shall make all reasonable effort to make itself and County Workers assisting in the administration of their program and using or disclosing PII available to CDSS at no cost to CDSS to testify as witnesses. The CDSS 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 CDSS of the privacy or security of PII, or state or federal laws or agreements concerning privacy or security of PII.

XVI. AMENDMENT OF AGREEMENT

The CDSS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that an amendment to this Agreement may be required to ensure compliance with all data security and privacy procedures. Upon request by CDSS, the County Department/Agency agrees to promptly enter into negotiations with CDSS 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, CDSS may terminate this Agreement upon thirty (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 CDSS deems necessary.

Each amendment shall be properly identified as Agreement No., Amendment No. (A-1, A-2, A-3, etc.) to identify the applicable changes to this Agreement, and be effective upon execution by the parties.

XVII. TERM OF AGREEMENT

The term of this agreement shall begin upon signature and approval of CDSS.

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 CDSS and limited to no more than a six (6) month extension.
- B. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the 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 PII is destroyed or returned to CDSS.

XIX. TERMINATION FOR CAUSE

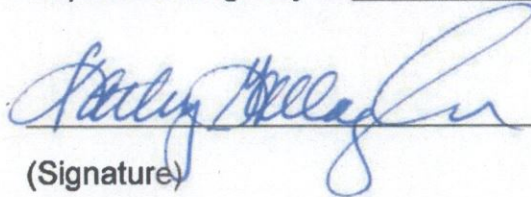
Upon CDSS' knowledge of a material breach or violation of this Agreement by the County Department/Agency, CDSS may provide an opportunity for the County Department/Agency to cure the breach or end the violation and may terminate this Agreement if the County Department/Agency does not cure the breach or end the violation within the time specified by CDSS. This Agreement may be terminated immediately by CDSS if the County Department/Agency has breached a material term and CDSS 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 PII in accordance with Section VI, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is returned or destroyed and CDSS 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

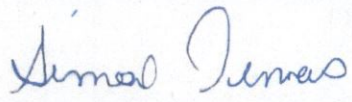

(Signature)

10/21/19
(Date)

Kathy Gallagher
(Name – Print or Type)

Director
(Title – Print or Type)

For the California Department of Social Services,


(Signature)

1/8/2020
(Date)

Simone Dumas
(Name – Print or Type)

Chief, Contracts & Purchasing Bureau
(Title – Print or Type)

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 CDSS by emailing CDSS at cdsspsa@dss.ca.gov.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and CDSS (IEA-F and IEA-S)
- 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 by emailing CDSS at cdsspsa@dss.ca.gov.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Social Services (CA-DSS)

**AMENDMENT TO THE
PRIVACY AND SECURITY AGREEMENT (Agreement)**

BETWEEN

the California Department of Social Services (CDSS) 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 between the

County of Contra Costa,
Department/Agency of Employment and Human Services,
(County Department) and CDSS, extends the termination date of the Agreement to
allow ongoing transmissions of PII while the renewal of the Agreement is negotiated and
finalized between CDSS and the County Departments/Agencies.

AGREEMENTS

CDSS and County Department/Agency mutually agree to modify the following parts of
the Agreement as set forth below:

XVIII. TERMINATION

- A. This Agreement shall terminate on either March 1, 2024 or upon execution of a
successor Agreement, whichever occurs sooner. The parties can agree in writing
to extend the term of the Agreement. County Department/Agency requests for an
extension shall be approved by CDSS and limited to no more than a six (6)
month extension.
- B. **Survival:** All provisions of this Agreement that provide restrictions on disclosures
of PII and that provide administrative, technical, and physical safeguards for the
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 PII is destroyed or returned to CDSS.

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 Agreement.

The authorized officials whose signature appears below have committed their respective agencies to the terms of the Agreement.

For the County of Contra Costa,

Department/Agency of Employment and Human Services,

(Signature)

(Date)

(Name)

(Title)

For the California Department of Social Services,

(Signature)

(Date)

Sharon Hoshiyama

Chief, Contracts Bureau

(Name)

(Title)



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Contract #74-394-17 with Ronald L. Leon, MD, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-394-17 with Ronald L. Leon, MD, Inc., a professional corporation, in an amount not to exceed \$244,359, to provide psychiatric services for mentally ill adults in East County, clients in the Juvenile Detention Facility, and Spanish speaking mental health recipients, for the period April 1, 2023 through March 31, 2024.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$244,359 and will be funded by 100% Mental Health Realignment revenues. (No rate increase)

BACKGROUND:

This contract meets the social needs of the County’s population by providing psychiatric services, including diagnosing, counseling, evaluating, and providing medical and therapeutic treatment for mentally ill patients in East County. This contractor has been providing these services to the County since April 1, 2010.

On February 22, 2022, the Board of Supervisors approved Contract #74-394-15 with Ronald L. Leon, MD, Inc., in an amount of \$222,144, for the provision of outpatient psychiatric services for mentally ill adults in East County, clients currently in the Juvenile Detention facility, and for Spanish speaking mental health service recipients, for the period April 1, 2022 through March 31, 2023.

On June 21, 2022, the Board of Supervisors approved Contract Amendment Contract #74-394-16 with Ronald L. Leon, MD, effective June 1, 2022, to increase the hourly rates and payment limit by \$22,215, from \$222,144 to a new payment limit of \$244,359 to provide additional outpatient psychiatric services with no change in the contract term of April 1, 2022 through March 31, 2023.

Approval of Contract #74-394-17 will allow this contractor to continue providing psychiatric services through March 31, 2024.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, mentally ill patients in East County and the Juvenile Detention Facility requiring outpatient psychiatric services will not have access to this contractor's services, which may result in a reduction in levels of service to the community.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Contract #77-322-1 with Allergy & Asthma Medical Group of the Bay Area, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-322-1 with Allergy & Asthma Medical Group of the Bay Area, Inc., a corporation, in an amount not to exceed \$4,000,000, to provide allergy and asthma medical services for Contra Costa Health Plan (CCHP) members and County recipients, for the period May 1, 2023 through April 30, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$4,000,000 over a 2-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor provides allergy and asthma medical services and was formerly under a memorandum of understanding (MOU) with CCHP for several years, and has been a part of the CCHP Provider Network since May 2021.

On March 30, 2021, the Board of Supervisors approved Contract #77-322 with Allergy and Asthma Medical Group of the Bay Area, Inc., in an amount not to exceed \$1,550,000, for the provision of allergy and asthma medical services for CCHP members and County recipients for the period May 1, 2021 through April 30, 2023.

Approval of Contract #77-322-1, will allow the contractor to continue providing allergy and asthma services to CCHP members and County recipients through April 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain medical specialty allergy and asthma health care services for CCHP members under the terms of their Individual and Group Health Plan membership contract with the County will not be provided timely due to the limited number of specialty providers in the area.

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

Action of Board On: **04/04/2023** 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: April 4, 2023
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Sharron A. Mackey,
925-313-6104

By: , Deputy



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Contract #77-195-6 with Q Metrics, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-195-6 with Q Metrics, Inc., a corporation, in an amount not to exceed \$85,000 to provide administration of the Timely Access Provider Appointment Availability Survey (PAAS) and post validation services for Contra Costa Health Plan (CCHP), for the period from May 1, 2023 through April 30, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$85,000 and will be funded 100% by CCHP Enterprise Fund II. (Rate increase)

BACKGROUND:

CCHP has an obligation to provide certain CCHP member services including surveys of CCHP members to facilitate the best practices in providing member services. This contractor was chosen by the Department of Managed Health Care (DMHC) for Health Plans to conduct these surveys if the health plan isn't performing surveys themselves. This contractor provides annual PAAS survey and post validation services for CCHP and has been providing member survey services since June 1, 2018.

On May 24, 2022, the Board of Supervisors approved Contract #77-195-4 with Q Metrics, Inc., in an amount not to exceed \$70,103, for the provision of Timely Access PAAS services for CCHP for the period from May 1, 2022 through April 30, 2023.

On February 28, 2023, the Board of Supervisors approved Contract Amendment #77-195-5 with Q Metrics, Inc., effective February 1, 2023, to increase the payment limit by \$13,000 to a new payment limit of \$83,103 with no change in the term, to provide additional post validation services as required by the California Department of Managed Health Care (DMHC).

Approval of Contract #77-195-6 will allow the contractor to continue providing PAAS administration services and post validation services as required by the DMHC through April 30, 2024. The requested contract includes language where the County agrees to hold the contractor harmless for claims of loss and penalties imposed by the DMHC for not meeting DMHC wave methodology.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the contractor will not be able to provide administration of the Timely Access Provider Appointment Availability Survey for CCHP, which may result in CCHP being out of compliance with the DMHC.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Purchase Order with Smith & Nephew, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Smith & Nephew, Inc., in an amount not to exceed \$300,000 to purchase surgical supplies, implants, instruments, and other accessories for surgeries provided by orthopedics, sports medicine, and ENT service lines as needed for the Contra Costa Regional Medical Center (CCRMC) for the period from April 1, 2023 through March 31, 2026.

FISCAL IMPACT:

Approval of this action will result in expenditures of up to \$300,000 over a three-year period and will be fully funded by Hospital Enterprise Fund I revenues.

BACKGROUND:

Executing a purchase order with Smith & Nephew, Inc. will allow the Department to procure various surgical supplies, implants, instruments, and other accessories needed for surgeries at CCRMC. This vendor is a sole source provider of the "Fast-Fix Flex" system that enables all-zone meniscal repairs to treat tears previously not repairable, and also provides Spider Limb positioners that allow proper patient positioning for shoulder, knee, and small joint arthroscopy. This vendor's product line also includes tonsil and adenoid wands used in ENT with ablation technology to remove targeted tissue gently and precisely versus cauterization.

On October 16, 2018, the Board of Supervisors approved agenda item C.39 to execute a purchase order with Smith & Nephew, Inc. in an amount of \$600,000 for the purchase of medical supplies for the Operating Room at CCRMC for the period from January 1, 2019 through December 31, 2020.

Approval of this request will allow CCRMC to continue procuring surgical supplies, implants, instruments, and other accessories needed for surgeries from this vendor through March 31, 2026.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Karin Stryker, (925) 370-5141

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, CCRMC will not have access to this vendor's specialized surgical supplies, implants, instruments, and other accessories needed to provide surgery and care for the general population of Contra Costa County in the areas of sport medicine, orthopedics, and ENT.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Cancellation Agreement #76-546-4 and Contract #76-546-5 with Nicole C. Hickey, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, as follows: (1) Cancellation Agreement #76-546-4 with Nicole C. Hickey, M.D., an individual, effective at the end of business on April 4, 2023; and (2) Contract #76-546-5 with Nicole C. Hickey, M.D., an individual, in an amount not to exceed \$1,620,000, to provide pulmonary services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period April 5, 2023 through March 31, 2026.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$1,620,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (Rate increase)

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Health Centers rely on contractors to provide necessary specialty health services to their patients. This contractor has been providing pulmonary services, including but not limited to: on-call and clinic coverage, consultation, critical care, bronchoscopies procedures, and staffing services in the Critical Care Unit since May 15, 2016.

On March 31, 2020, the Board of Supervisors approved Contract #76-546-3 with Nicole C. Hickey, M.D., in an amount not to exceed \$1,263,000 for the provision of pulmonology services at CCRMC and Health Centers, for the period May 15, 2020 through May 14, 2023.

In consideration of the expected utilization of this contractor's services, the recent increase in clinic rates, and the agreement to continue providing such services, the Department and contractor have agreed to (1) mutual cancellation of the current contract in accordance with the General Conditions Paragraph 5 (Termination), of the contract (Cancellation Agreement #76-546-4), and (2) establish a new contract with the correct terms and conditions for the next three years.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Samir Shah, MD, 925-370-5525

By: , Deputy

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

Under Contract #76-546-5, this contractor will continue to provide pulmonary services with a new contract term of April 5, 2023 through March 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:

If the cancellation agreement is not approved, this contractor will not be compensated accurately for the services being provided. If the new contract is not approved, certain specialized pulmonary services for CCRMC patients will not be available through this contractor and may result in longer waiting periods for patients to receive these specialized services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Cancellation Agreement #76-555-6 and Contract #76-555-7 with Initha R. Elangovan, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, as follows: (1) Cancellation Agreement #76-555-6 with Initha R. Elangovan, M.D., an individual, effective at the end of business on April 4, 2023; and (2) Contract #76-555-7 with Initha R. Elangovan, M.D., an individual, in an amount not to exceed \$1,750,000, to provide pulmonary services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period April 5, 2023 through March 31, 2026.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$1,750,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (Rate increase)

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Health Centers rely on contractors to provide necessary specialty health services to their patients. This contractor has been providing pulmonary services, including but not limited to: on-call and clinic coverage, consultation, critical care, bronchoscopies procedures, and staffing services in the Critical Care Unit since September 1, 2016.

On September 7, 2021, the Board of Supervisors approved Contract #76-555-5 with Initha R. Elangovan, M.D., in an amount not to exceed \$1,400,000 for the provision of pulmonology services at CCRMC and Health Centers, for the period September 1, 2021 through August 31, 2024.

In consideration of the expected utilization of this contractor's services, the recent increase in clinic rates, and the agreement to continue providing such services, the Department and the contractor have agreed to (1) mutual cancellation of the current contract in accordance with the General Conditions Paragraph 5 (Termination), of the contract (Cancellation Agreement #76-555-6), and (2) establish a new contract with the correct terms and conditions for the next three years.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Samir Shah, MD, 925-370-5525

By: , Deputy

BACKGROUND: (CONT'D)

Under Contract #76-555-7, this contractor will continue to provide pulmonary services with a new contract term of April 5, 2023 through March 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:

If the cancellation agreement is not approved, this contractor will not be compensated accurately for the services being provided. If the new contract is not approved, certain specialized pulmonary services for CCRMC patients will not be provided by this contractor and may result in longer waiting periods for client scheduling these specialized services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Amendment #77-477-1 with EZ Ride LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #77-477-1 with EZ Ride LLC, a limited liability company, effective April 1, 2023, to amend Contract #77-477, to include the provision of non-medical transportation services for Contra Costa Health Plan (CCHP) members, with no change in the payment limit of \$300,000, and no change in the original term of July 1, 2022 through June 30, 2024.

FISCAL IMPACT:

Approval of this amendment will result in no additional expenditures and will be funded as budgeted by the Department with 100% CCHP Enterprise Fund II revenues. This contract amendment includes additional rates.

BACKGROUND:

CCHP has an obligation to provide certain specialized non-emergency medical health care transportation services, for its Medi-Cal members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been a part of the CCHP Provider Network since July 1, 2022.

On June 21, 2022 the Board of Supervisors approved Contract #77-477 with EZ Ride LLC, in an amount not to exceed \$300,000 for the provision of non-emergency medical transportation services for CCHP members, for the period from July 1, 2022 through June 30, 2024.

Approval of Contract Amendment Agreement #77-477-1 will allow the contractor to provide non-medical transportation services, in addition to non-emergency medical transportation services for CCHP members through June 30, 2024.

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy

BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, this contractor will not continue providing non-medical transportation services to CCHP members with physical or mental impairments and who are not able to use public transportation or arrange independent transportation.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Amendment Agreement #77-240-3 with Norcal Imaging

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #77-240-3 with Norcal Imaging, a general partnership, effective April 1, 2023, to amend Contract Agreement #77-240-2, to modify Nuclear Medicine and positron emission tomography - computed tomography (PET/CT) expensive isotopes rates to continue to provide outpatient radiology services for CCHP members and County recipients, with no change in the original payment limit of \$6,000,000, and no change in the original term of August 1, 2021 through July 31, 2024.

FISCAL IMPACT:

Approval of this amendment will not impact the payment limit of the contract; however, the compensation page will be modified to include revised rates for nuclear medicine and PET/CT services due to increased needs for individuals being served.

BACKGROUND:

CCHP has an obligation to provide certain specialized outpatient radiology services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been in the CCHP Provider Network providing these services since August 1, 2019.

On June 22, 2021, the Board of Supervisors approved Contract #77-240-2 with Norcal Imaging, in an amount not to exceed \$6,000,000 for the provision of outpatient radiology services for CCHP members and County recipients for the period August 1, 2021 through July 31, 2024.

Due to Nuclear Medicine and PET/CT Expensive Isotopes rates not being listed on the Medi-Cal or Medicare Fee Schedule, the Department is requesting the contract compensation page be modified to ensure proper monthly provider compensation for utilization and the inclusion of services for CCHP members and County recipients.

Approval of Contract Amendment Agreement #77-240-3 will revise the Nuclear Medicine and PET/CT Expensive Isotopes rates and allow the contractor to continue to provide outpatient radiology services through July 31, 2024.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sharron A. Mackey,
925-313-6104

By: , Deputy

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:

If this contract amendment is not approved, CCHP members would not have access to additional outpatient radiology services from this contractor.



Contra
Costa
County

To: Board of Supervisors
From: Matt Slattengren, Ag Commissioner/Weights & Measures Director
Date: April 4, 2023

Subject: USDA/APHIS Wildlife Services contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the United States Department of Agriculture in an amount not to exceed \$52,782 for wildlife damage management services for the period July 1, 2023 through June 30, 2024.

FISCAL IMPACT:

This agreement is funded with State Unclaimed Gas Tax revenue (60%) and County General Fund (40%).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Matt Slattengren, 925-608-6600

By: , Deputy

cc:

BACKGROUND:

The United States Department of Agriculture (USDA) and Animal and Plant Health Inspection Services (APHIS) is a federal agency with a broad mission, which includes carrying out wildlife damage management activities. The USDA - APHIS Wildlife Services maintains an effective Integrated Wildlife Damage Management (IWDM) program to resolve conflicts with wildlife throughout the County. APHIS-Wildlife Services' overall goal is to maintain a biologically sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable local laws and regulations. Under this agreement, USDA assistance to the County may include (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control techniques, (2) predator identification and removal when livestock, crop, or natural resource damage is verified, (3) nuisance wildlife technical assistance including removal, if necessary, when property damage is identified, and (4) removal of wildlife displaying aggressive behavior or causing actual injury to County residents.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will restrict the Department in providing wildlife damage management services and taking corrective actions on existing wildlife damage problems for the residents of the County.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: AWARD and AUTHORIZE Job Order Contract to A CST Group Inc. d/b/a Dynasel USA for Repair, Remodeling, and other Repetitive Work (W4011C)

RECOMMENDATION(S):

- (1) APPROVE contract General Conditions, Technical Specifications, and Construction Task Catalog for Job Order Contracts 023.
- (2) DETERMINE that A CST Group Inc. d/b/a Dynasel USA submitted the lowest responsive and responsible bids for the award of the job order contract.
- (3) AWARD a job order construction contract for repair, remodeling, and other repetitive work to be performed pursuant to the Construction Task Catalog to A CST Group Inc. d/b/a Dynasel USA in the amount of \$2,500,000, for a term of one year each (commences ninety (90) days after contract execution or upon the first Notice to Proceed whichever comes first for each contract), and DIRECT that the Public Works Director, or designee, prepare the contracts.
- (4) DIRECT that A CST Group Inc. d/b/a Dynasel USA shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$2,500,000 each.
- (5) ORDER that, after A CST Group Inc. d/b/a Dynasel USA has signed the job order contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for the Board.
- (6) ORDER that, upon signature of the job order contract by the Public Works Director, or designee, any bid bonds posted by such bidder are to be exonerated and any checks or cash submitted for security shall be returned.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Jeffrey K. Acuff 925-9570-2487

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

(7) AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contracts, pursuant to Public Contract Code Section 22300.

(8) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

(9) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board’s functions under Public Contract Code Section 4107 and 4110.

(10) DECLARE that, should the award of the contract to A CST Group Inc. d/b/a Dynasel USA be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject the bids received.

FISCAL IMPACT:

Job orders under the job order contracts will only be issued when there is an approved project and funding. The contract value can range from a minimum of \$25,000 to a maximum of \$2,500,000.

BACKGROUND:

In order to be efficient in delivering projects, the County needs to employ a variety of project delivery methods. One such method is Public Contract Code Section 20128.5, which authorizes counties to award one or more individual annual contracts for repair, remodeling, or repetitive work to be done according to unit prices. Once an annual contract is awarded, individual projects are then done through written job orders performed by the job order contractor at the unit prices bid for the annual contract. Such job order contracting (JOC) is a project delivery tool that has been proven to reduce costs, save time, and increase productivity.

The JOC Program has been a valuable construction project delivery tool for the term of the JOC contracts. As the expiration dates and maximum contract amounts are reached for existing job order contracts, other projects are otherwise eligible to be accomplished under the JOC program. On November 29, 2022, the Board of Supervisors authorized the Public Works Director, or designee, to solicit for job order contracts for repair, remodeling, and other repetitive work, and bring to the Board recommendations to award four contracts. Bids were invited by the Public Works Director and on January 4, 2023, the Public Works Director received 8 bids for the job order contracts. The scope of work performed under the job order contracts will be determined by individual job orders using the Construction Task Catalog. Three of the four lowest responsive bidders are being recommended for contract award and Public Works hopes to do the same with the other one as soon as labor issues are resolved. The contracts are being awarded based on the lowest Award Criteria Figure (ACF) that is calculated by each bidder using the award criteria figure formula percentages required by each job order using adjustment factors called out in the bidding documents. Bid documents for Job Order Contracts 021, 022, 023 & 024, including construction task catalog and construction specifications for typical work, were prepared for the Public Works Department by the County’s job order contracting consultant, The Gordian Group, Inc. The general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on the projects covered by the annual Job Order Contracts. Bids for Job Order Contracts 021, 022, 023 & 024 were received and opened by the Public Works Department on January 4, 2023 and the bid results are as follows:

BIDDER	AWARD CRITERIA
Aztec Consultants, Inc.	1.1360
MVP Construction, LLC	1.1400
A CST Group Inc., d/b/a Dynasel USA	1.1440
Mark Scott Construction, Inc.	1.1510
Stratus Construction Co.	1.2280
MIK Construction, Inc.	1.2500
C & C Contracting, Inc.	1.2900
Staples Construction Company, Inc.	1.3995

Staff has determined that the four lowest bids received from Aztec Consultants, Inc.; MVP Construction, LLC; A CST Group Inc. d/b/a Dynasel USA; and Mark Scott Construction, Inc. are responsive. The Public Works Director recommends the Board award the job order contract for this project to A CST Group Inc. d/b/a Dynasel USA (JOC 023) for job order contracts in amounts not less than \$25,000 nor more than \$2,500,000 each.

California Environmental Quality Act (CEQA) requirements will be determined and addressed on a project-by-project basis as projects occur. Each of the job order contractors will perform outreach required under the County’s Outreach Program for the work to be performed under each job order in excess of \$175,000.

CONSEQUENCE OF NEGATIVE ACTION:

If these JOC bid solicitations are not approved and authorized, the County will not have the resources to complete deferred maintenance projects as described in the Facilities Lifecycle Improvement Program report and other County construction projects involving repair, remodeling, and other repetitive work.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: AWARD and AUTHORIZE Job Order Contract to Mark Scott Construction, Inc., for Repair, Remodeling, and other Repetitive Work (W4011C)

RECOMMENDATION(S):

- (1) APPROVE contract General Conditions, Technical Specifications, and Construction Task Catalog for Job Order Contracts 024.
- (2) DETERMINE that Mark Scott Construction, Inc., submitted the lowest responsive and responsible bids for the award of the job order contract.
- (3) AWARD a job order construction contract for repair, remodeling, and other repetitive work to be performed pursuant to the Construction Task Catalog to Mark Scott Construction, Inc., in the amount of \$2,500,000, for a term of one year each (commences ninety (90) days after contract execution or upon the first Notice to Proceed whichever comes first for each contract), and DIRECT that the Public Works Director, or designee, prepare the contracts.
- (4) DIRECT that Mark Scott Construction, Inc., shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$2,500,000 each.
- (5) ORDER that, after Mark Scott Construction, Inc., has signed the job order contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for the Board.

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Jeffrey K. Acuff, 925-9570-2487

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

(6) ORDER that, upon signature of the job order contract by the Public Works Director, or designee, any bid bonds posted by such bidder are to be exonerated and any checks or cash submitted for security shall be returned.

(7) AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contracts, pursuant to Public Contract Code Section 22300.

(8) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

(9) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board’s functions under Public Contract Code Section 4107 and 4110.

(10) DECLARE that, should the award of the contract to Mark Scott Construction, Inc., be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject the bids received.

FISCAL IMPACT:

Job orders under the job order contracts will only be issued when there is an approved project and funding. The contract value can range from a minimum of \$25,000 to a maximum of \$2,500,000.

BACKGROUND:

In order to be efficient in delivering projects, the County needs to employ a variety of project delivery methods. One such method is Public Contract Code Section 20128.5, which authorizes counties to award one or more individual annual contracts for repair, remodeling, or repetitive work to be done according to unit prices. Once an annual contract is awarded, individual projects are then done through written job orders performed by the job order contractor at the unit prices bid for the annual contract. Such job order contracting (JOC) is a project delivery tool that has been proven to reduce costs, save time, and increase productivity.

The JOC Program has been a valuable construction project delivery tool for the term of the JOC contracts. As the expiration dates and maximum contract amounts are reached for the existing job order contracts, other projects are otherwise eligible to be accomplished under the JOC program. On November 29, 2022, the Board of Supervisors authorized the Public Works Director, or designee, to solicit for job order contracts for repair, remodeling, and other repetitive work, and bring to the Board recommendations to award four contracts. Bids were invited by the Public Works Director and on January 4, 2023, the Public Works Director received 8 bids for the job order contracts. The scope of work performed under the job order contracts will be determined by individual job orders using the Construction Task Catalog. Three of the four lowest responsive bidders are being recommended for contract award and Public Works hopes to do the same with the other one as soon as labor issues are resolved. The contracts are being awarded based on the lowest Award Criteria Figure (ACF) that is calculated by each bidder using the award criteria figure formula percentages required by each job order using adjustment factors called out in the bidding documents. Bid documents for Job Order Contracts 021, 022, 023 & 024, including construction task catalog and construction specifications for typical work, were prepared for the Public Works Department by the County’s job order contracting consultant, The Gordian Group, Inc. The general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on the projects covered by the annual Job Order Contracts. Bids for Job Order Contracts 021, 022, 023 & 024 were received and opened by the Public Works Department on January 4, 2023 and the bid results are as follows:

BIDDER	AWARD CRITERIA
Aztec Consultants, Inc.	1.1360
MVP Construction, LLC	1.1400
A CST Group Inc., d/b/a Dynasel USA	1.1440
Mark Scott Construction, Inc.	1.1510
Stratus Construction Co.	1.2280
MIK Construction, Inc.	1.2500
C & C Contracting, Inc.	1.2900
Staples Construction Company, Inc.	1.3995

Staff has determined that the four lowest bids received from Aztec Consultants, Inc.; MVP Construction, LLC; A CST Group Inc. d/b/a Dynasel USA; and Mark Scott Construction, Inc., are responsive. The Public Works Director recommends the Board award the job order contract for this project to Mark Scott Construction, Inc. (JOC 024) for job order contracts in amounts not less than \$25,000 nor more than \$2,500,000 each.

California Environmental Quality Act (CEQA) requirements will be determined and addressed on a project-by-project basis as projects occur. Each of the job order contractors will perform outreach required under the County’s Outreach Program for the work to be performed under each job order in excess of \$175,000.

CONSEQUENCE OF NEGATIVE ACTION:

If these JOC bid solicitations are not approved and authorized, the County will not have the resources to complete deferred maintenance projects as described in the FLIP report and other County construction projects involving repair, remodeling, and other repetitive work.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Contract #76-782-1 with Jeff Weichieh Chiu D.O., Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-782-1 with Jeff Weichieh Chiu D.O., Inc., a professional corporation, in an amount not to exceed \$210,000, to provide emergency medicine services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period June 1, 2023 through May 31, 2024.

FISCAL IMPACT:

Approval of this contract will result in annual budgeted expenditures of up to \$210,000 and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers relies on contractors to provide necessary specialty health services to its patients. If approved, this contractor’s emergency medicine services will include clinic coverage, consultation, training, medical and surgical procedures. This contractor has been providing emergency medicine services to the County since June 2022.

On June 21, 2022, the Board of Supervisors approved Contract #76-782 with Jeff Weichieh Chiu D.O., Inc., in an amount not to exceed \$210,000 for the provision of emergency medicine services at CCRMC and Contra Costa Health Centers for the period June 1, 2022 through May 31, 2023.

Approval of Contract #76-782-1 will allow this contractor to continue providing emergency medicine services through May 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCRMC and Contra Costa Health Centers will not have access to this contractor’s emergency medicine clinic coverage or medical and surgical procedure services, which may impact timely care to patients requiring immediate medical attention.

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Samir Shah, M.D., 925-370-5525

By: , Deputy



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Cancellation Agreement #27-745-9 and Contract #27-745-10 with Suraj Cherry, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, as follows: (1) Cancellation Agreement #27-745-9 with Suraj M. Cherry, M.D., an individual, effective at the end of business on April 30, 2023; and (2) Contract #27-745-10 with Suraj Cherry, M.D., a sole proprietor, in an amount not to exceed \$600,000, to provide ophthalmology services for Contra Costa Health Plan (CCHP) members and County recipients, for the period May 1, 2023 through April 30, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$600,000 over a 2-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (Rate increase)

BACKGROUND:

CCHP has an obligation to provide certain ophthalmology services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been a part of the CCHP Provider Network providing these services since March 2008.

On February 9, 2021, the Board of Supervisors approved Contract #27-745-8 with Suraj M. Cherry, M.D., in an amount not to exceed \$600,000, for the provision of ophthalmology services for CCHP members and County recipients for the period March 1, 2021 through February 29, 2024.

In consideration of the contractor's agreement to continue providing services and the Department's need to increase rates to maintain an adequate network for CCHP members to meet Department of Health Care Services (DHCS) and California Department of Managed Health Care (DMHC) mandates, the Department and the contractor have agreed to (1) mutual cancellation of the current contract in accordance with General Conditions Paragraph 5 (Termination), of the contract (Cancellation Agreement #27-745-9), and (2) establish a new contract with the correct terms and conditions for the next two years.

Under new Contract #27-745-10, this contractor will provide ophthalmology services for CCHP members and County recipients with the new contract

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sharron A. Mackey,
925-313-6104

By: , Deputy

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

rates and term of May 1, 2023 through April 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If the cancelation and new contract are not approved, certain specialized ophthalmology services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided timely due to the limited number of specialty providers in the area.



Contra
Costa
County

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: April 4, 2023

Subject: Amazon Web Services Enterprise Agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Information Officer, Department of Information Technology, or designee, to execute an enterprise agreement with Amazon Web Services (AWS) in an amount not to exceed \$500,000 for data hosting and other information technology services for the period of April 4, 2023, to April 3, 2025.

FISCAL IMPACT:

As departments procure services utilizing this contract, they will return to the Board for approval as required. 100% User Departments.

BACKGROUND:

As County departments move forward to upgrade existing legacy software applications or implement new systems, utilizing cloud services is often an attractive option due to cost and the timely availability of resources. To streamline the process for departments to procure these services an utilizing established agreement that provide appropriate levels of protection and control over County data. Additionally, the Agreement provides that AWS' of liability is capped at \$1 million dollars for the initial 24 months of the contract. This is an increase over AWS' standard liability cap that is not to exceed amounts paid to AWS in the 12 months preceding the claim.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Sarah Bunnell, 925-608-4023

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Based on feedback from departments who have indicated they will be utilizing AWS services in the next 24 months, it is estimated the County will spend approximately \$500,000 over the next 24 months. Without this negotiated liability cap increase, the County's ability to recoup damages from AWS in the event of data loss or data breach caused by AWS would be limited to the amount of subscription cost paid to AWS during the previous 12 month period.

Additionally, this contract provides the County with greater control of where County data resides within the AWS environment and greater ability to enable and standardize cybersecurity features across all AWS resources utilized by County departments.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County departments will have to utilize the generic AWS Terms and Conditions which do not provide the County with appropriate liability protections and assurances for the protection of County data.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: April 4, 2023

Subject: Orinda Union School District, Election of 2018 General Obligation Bonds, Measure E Series C and Measure I Series C

RECOMMENDATION(S):

ADOPT Resolution No. 2023/109 authorizing the issuance and sale of "Orinda Union School District, Election of 2018 General Obligation Bonds, Measure E Series C and Measure I Series C" in an aggregate amount not to exceed \$40,000,000 by the Orinda Union School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code.

FISCAL IMPACT:

There is no fiscal impact to the County.

BACKGROUND:

The Orinda Union School District intends to issue General Obligation bonds to fund capital improvements throughout the District. The District has requested that the Board of Supervisors adopt a resolution authorizing the direct issuance and sale of bonds by the District on its own behalf as authorized by Section 15140(b) of the Education Code. The County has no financial responsibility for repayment of the bonds issued by the District, but must take action only to allow the District to issue the bonds on its own behalf, otherwise the County must issue the bonds on behalf of the District.

The District adopted two resolutions on March 13, 2023, one for Measure C and one for Measure I, authorizing the sale and issuance of the bonds (copies of each resolution are attached for reference). This issuance was approved by the voters as part of a bond measure listed on the November 6, 2018 ballot. Since that time, the District has been issuing bonds in tranches, as needed, to finance improvements at campus locations throughout the District area.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

, County Administrator and Clerk of the Board of Supervisors

Contact: Timothy Ewell, 925-655-2043

By: , Deputy

cc: Hon. Robert R. Campbell, Auditor-Controller, Hon. Russell V. Watts, Treasurer-Tax Collector

CONSEQUENCE OF NEGATIVE ACTION:

Without the Contra Costa County Board of Supervisors authorization, the School District will not be able to issue the bonds.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following Children's Report Card outcome: Communities that are Safe and Provide a High Quality of Life for Children and Families.

ATTACHMENTS

Resolution 2023/109

District Resolution - Measure E

District Resolution - Measure I

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2023/109

RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY CONSENTING TO AND AUTHORIZING THE ORINDA SCHOOL DISTRICT TO ISSUE, ON ITS OWN BEHALF, GENERAL OBLIGATION BONDS AUTHORIZED BY VOTERS ON NOVEMBER 6, 2018

RESOLVED by the Board of Supervisors (the “Board”) of Contra Costa County (the “County”), State of California:

WHEREAS, sections 53506 *et seq.* of the California Government Code, including section 53508.7 thereof, provide that California public school district may issue and sell bonds on its own behalf at private sale pursuant to sections 15140 or 15146 of the California Education Code;

WHEREAS, section 15140(b) of the California Education Code provides that the board of supervisors of county may authorize California public school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county;

WHEREAS, the Board of Trustees of the Orinda School District (the “District”), a California public school district under the jurisdiction of the County, has heretofore adopted and filed with the Clerk of this Board, (i) a resolution (the “Measure E Resolution”) providing for the issuance and sale of its Election of 2018 General Obligation Bonds, Measure E Series C (the “Measure E Bonds”), in an amount not to exceed \$15,000,000 and (ii) a resolution (the “Measure I Resolution” and, together with the Measure E Resolution, the “District Resolutions”) providing for the issuance and sale of its Election of 2018 General Obligation Bonds, Measure I Series C (the “Measure I Bonds” and, together with the Measure E Bonds, the “Bonds”), in an amount not to exceed \$25,000,000, through a negotiated sale pursuant to sections 53506 *et seq.* of the California Government Code; and

WHEREAS, it has been requested that this Board authorize the District to issue and sell the Bonds on its own behalf through a negotiated sale, as permitted by section 53508.7 of the California Government Code, certain provisions of the California Education Code, and the terms set forth in the District Resolutions, respectively;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa, State of California, as follows:

Section 1. Recitals. All of the foregoing recitals are true and correct.

Section 2. Consent and Authorization of Negotiated Sale. This Board hereby consents to and authorizes the issuance and sale by the District on its own behalf of the Bonds, through a negotiated sale, as permitted by section 53508.7 of the California Government Code and the terms and conditions set forth in the District Resolutions. This consent and authorization set forth herein shall only apply to the Bonds.

Section 3. Source of Payment. The County acknowledges receipt of the District Resolutions, as adopted, and the direction from the District to levy collect and distribute *ad valorem* tax revenues pursuant to section 15250 *et seq.* of the California Education Code to pay principal of and interest on the Bonds when and if sold. Correspondingly, and subject to the issuance and sale of the Bonds and transmittal of information concerning the debt service requirements thereof to the appropriate County officers there shall be levied by the County, on all taxable property in the District, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding commencing with fiscal year 2023-24 in an amount sufficient to pay the principal of and interest on the Bonds when due, which tax revenues when collected will be placed in the respective Debt Service Fund of the District, as defined in each District Resolution, which Debt Service Funds have been irrevocably pledged for the payment of the

principal of and interest on the Bonds when and as the same fall due, respectively. The monies in the Debt Service Funds, to the extent necessary to pay the principal of and interest on the Bonds, respectively, as the same become due and payable, shall be transferred by the County to the Paying Agent, as defined in the District Resolutions, to pay the principal of and interest on the Bonds as set forth in the District Resolution.

Section 4. Approval of Actions. Officials and staff of the District and County are authorized to do any and all things and are hereby authorized and directed jointly and severally to execute and deliver any and all documents which they may deem necessary or advisable in order to assist the District with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified confirmed and approved.

Section 5. Indemnification of County. The District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (the “Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which the Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Bonds in accordance herewith and with the District’s Resolutions, and that the District shall also reimburse the Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 6. Limited Responsibility for Official Statement. Neither the Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Bonds (the “Official Statement”) and this Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County’s investment policy, current portfolio holdings and valuation procedures, as they may relate to funds of the District held by the County Treasurer-Tax Collector, the County Treasurer-Tax Collector is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary official statement, and to certify in writing prior to or upon the issuance of the Bonds that the information contained in such section does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein in the light of the circumstances under which they are made not misleading.

Section 7. Limited Liability. Notwithstanding anything to the contrary contained herein in the Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Bonds shall be payable solely from the moneys of the District available therefore as set forth in the District Resolutions and herein.

Section 8. Effective Date. This resolution shall take effect immediately upon its passage.

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

ATTESTED: April 4, 2023

, County Administrator and Clerk of the Board of Supervisors

Contact: Timothy Ewell, 925-655-2043

By: , Deputy

cc: Hon. Robert R. Campbell, Auditor-Controller, Hon. Russell V. Watts, Treasurer-Tax Collector

**BOARD OF TRUSTEES
ORINDA UNION SCHOOL DISTRICT**

RESOLUTION NO. 23-22

**AUTHORIZING THE ISSUANCE AND SALE OF ELECTION OF
2018 GENERAL OBLIGATION BONDS, MEASURE E SERIES C,
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$15,000,000, AND APPROVING DOCUMENTS AND
OFFICIAL ACTIONS RELATING THERETO**

WHEREAS, a bond election was duly and regularly held in the Orinda Union School District (the "District") on November 6, 2018, under the procedures specified in Article XIII A Section 1 paragraph (b) of the California Constitution for the purpose of submitting a bond measure ("Measure E") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$50,000,000 (the "Measure E Bonds"), and more than 55% of the votes cast were in favor of the Measure E Bonds; and

WHEREAS, the abbreviated form of Measure E was:

"To update science, technology, engineering, art and math classrooms/labs at all schools; maintain libraries; upgrade technology infrastructure; construct, acquire, repair classrooms/facilities, sites/equipment, shall this Orinda Union School District measure authorizing \$50,000,000 in bonds at legal rates, levying 3 cents/\$100 assessed value, averaging \$2,900,000 annually while bonds are outstanding, be adopted, with citizen oversight, annual audits, no administrator salaries, all funds controlled locally, and all funds for Orinda schools only?"; and

WHEREAS, the Board of Trustees of the District (the "Board") is authorized to provide for the issuance and sale of any series of Measure E Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, pursuant to the authority granted under Measure E and the Bond Law, on June 11, 2020, the District issued its Election of 2018 General Obligation Bonds, Measure E Series A, in the aggregate principal amount of \$10,000,000; and

WHEREAS, pursuant to the authority granted under Measure E and the Bond Law, on March 30, 2022, the District issued its Election of 2018 General Obligation Bonds, Measure E Series B, in the aggregate principal amount of \$25,000,000; and

WHEREAS, the Board wishes at this time to initiate proceedings for the issuance and sale of the third and final series of Measure E Bonds, pursuant to the Bond Law, in an aggregate principal amount not to exceed \$15,000,000 (the "Measure E Series C Bonds") as provided in this Resolution, for the purpose of providing financing for projects authorized under Measure E; and

WHEREAS, on the date hereof, the Board is considering a resolution authorizing issuance of its Election of 2018 General Obligation Bonds, Measure I Series C, in an aggregate principal amount not to exceed \$25,000,000, which bonds are also payable from *ad valorem* taxes levied and collected in the District; and

WHEREAS, as required by California Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Measure E Series C Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, issuance of the Measure E Series C Bonds will be in compliance with the District's Debt Issuance and Management Policy, which complies with California Government Code Section 8855;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ORINDA UNION SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the respective meanings given such terms in the recitals.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Purchase Agreement" means the agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Measure E Series C Bonds upon the negotiated sale thereof, as provided in Section 3.01(a).

"Building Fund" means the fund established and held by the County under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Measure E Series C Bonds in exchange for the amount representing the purchase price of the Measure E Series C Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Measure E Series C Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, premium for municipal bond insurance (if any) and any other cost, charge or fee in connection with the original issuance of the Measure E Series C Bonds.

"County" means the County of Contra Costa, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Contra Costa County Treasurer, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Orinda Union School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Vice President of the Board, the Secretary to the Board, the Superintendent of the District, the Chief Business Official of the District, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Measure E Series C Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the California Education Code as in effect on the date of adoption hereof and as amended hereafter.

"Federal Securities" means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

"Interest Payment Date" means each February 1 and August 1 on which interest on the Measure E Series C Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

"Measure E" means the measure that was submitted to, and approved by more than 55% of, the voters at an election held on November 6, 2018, under which the issuance of the Measure E Series C Bonds has been authorized.

"Measure E Series C Bonds" means the not to exceed \$15,000,000 aggregate principal amount of Orinda Union School District General Obligation Bonds, Election of 2018, Measure E Series C, issued and at any time Outstanding under this Resolution.

"Municipal Advisor" means the firm of Isom Advisors, a Division of Urban Futures, Inc., as municipal advisor to the District in connection with the issuance and sale of the Measure E Series C Bonds.

"Office" means the office or offices of the Paying Agent for the payment of the Measure E Series C Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Outstanding," when used as of any particular time with reference to Measure E Series C Bonds, means all Measure E Series C Bonds except (a) Measure E Series C Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Measure E Series C Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Measure E Series C Bonds in lieu of or in substitution for which other Measure E Series C Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner," whenever used herein with respect to a Measure E Series C Bond, means the person in whose name the ownership of such Measure E Series C Bond is registered on the Registration Books.

"Paying Agent" means, initially The Bank of New York Mellon Trust Company, N.A., the paying agent appointed by the District to act as paying agent, registrar and authenticating agent for the Measure E Series C Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Record Date" means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Measure E Series C Bonds under Section 2.08.

"Resolution" means this Resolution adopted by the Board authorizing the issuance of the Measure E Series C Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term Bonds" means any one or more maturities of the Measure E Series C Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

"Underwriter" means Stifel, Nicolaus & Company, Incorporated, which is designated as the original purchaser of the Measure E Series C Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Measure E Series C Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Measure E Series C Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE MEASURE E SERIES C BONDS

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Measure E Series C Bonds in a principal amount not to exceed \$15,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Law, and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with Measure E. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Measure E Series C Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Measure E Series C Bonds which are Outstanding hereunder, subject to the covenants, agreements, provisions, and conditions herein contained. The Measure E Series C Bonds shall be designated the "Orinda Union School District General Obligation Bonds, Election of 2018, Measure E Series C," together with any further designations as may be identified in the Bond Purchase Agreement.

The Measure E Series C Bonds shall be issued on a tax-exempt basis; provided, however, if legal considerations require that a portion of the Measure E Series C Bonds authorized hereunder be issued as a separate series or maturity on a federally taxable basis, the District Representatives are authorized to make such designations which shall be reflected in the Bond Purchase Agreement.

Section 2.02. Terms of Measure E Series C Bonds.

(a) Terms of Measure E Series C Bonds. The Measure E Series C Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of \$5,000 each or any integral multiple thereof, in an amount not to exceed the aggregate principal amount of Measure E Series C Bonds maturing in the year of maturity of the Measure E Series C Bond for which the denomination is specified. The Measure E Series C Bonds will be lettered and numbered as the Paying Agent may prescribe and will be dated as of the Closing Date.

Interest on the Measure E Series C Bonds is payable semiannually on each Interest Payment Date. Each Measure E Series C Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Measure E Series C Bond is in default at the time of authentication thereof, such Measure E Series C Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Measure E Series C Bonds shall mature on August 1 in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof and as set forth in the Bond Purchase Agreement. Interest on the Measure E Series C Bonds shall be calculated on the basis of a 360-day

year comprised of twelve 30-day months. The final maturity of the Measure E Series C Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent and Chief Business Official are each separately authorized and directed to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Measure E Series C Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Measure E Series C Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be printed on the Measure E Series C Bonds, but such numbers do not constitute a part of the contract evidenced by the Measure E Series C Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Measure E Series C Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Measure E Series C Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Measure E Series C Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Measure E Series C Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Measure E Series C Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Measure E Series C Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Measure E Series C Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to the payment of Measure E Series C Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. The Measure E Series C Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities by lot or on such basis as designated by the District, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of the Measure E Series C Bonds will be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of the Term Bonds to be redeemed in each year under this subsection will be reduced on a pro rata basis in integral multiples of \$5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Measure E Series C Bonds for Redemption. Whenever less than all of the outstanding Measure E Series C Bonds of any one maturity are designated for redemption, the Paying Agent will select the outstanding Measure E Series C Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent or as otherwise directed by the District. For the purpose of selection for optional redemption, Measure E Series C Bonds will be deemed to consist of \$5,000 portions (principal amount), and any such portion may be separately redeemed. The Measure E Series C Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of redemption of any Measure E Series C Bonds to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Measure E Series C Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Measure E Series C Bonds. In addition, the Paying Agent will give written notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Measure E Series C Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Measure E Series C Bonds are to be called for redemption, shall designate the serial numbers of the Measure E Series C Bonds to be redeemed by giving the individual number of each Measure E Series C Bond or by stating that all Measure E Series C Bonds between two stated numbers, both inclusive, or by stating that all of the Measure E Series C Bonds of one or more maturities have been called for redemption, and shall require that such Measure E Series C Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Measure E Series C Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Measure E Series C Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this Section.

Upon surrender of Measure E Series C Bonds redeemed in part only, the District shall execute, and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Measure E Series C Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Measure E Series C Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Measure E Series C Bonds so called for redemption have been duly provided, the Measure E Series C Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Measure E Series C Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

Notwithstanding the foregoing provisions of this subsection, so long as the Measure E Series C Bonds are held in the book-entry system the provisions of Section

2.09 shall govern the procedures for giving notice of redemption of the Measure E Series C Bonds, if and to the extent the provisions of this Section are in conflict or inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Measure E Series C Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Measure E Series C Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Measure E Series C Bond Owners, or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption to the respective Owners of the Measure E Series C Bonds designated for redemption at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Measure E Series C Bonds. The Measure E Series C Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions, and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Measure E Series C Bonds. The Measure E Series C Bonds shall be signed by the facsimile signature of the President of the Board or other District Representative and shall be attested by the facsimile signature of the Secretary to the Board or Vice President of the Board, or other District Representative. No Measure E Series C Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on such Measure E Series C Bond is signed by the Paying Agent as authenticating agent.

The Measure E Series C Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Measure E Series C Bonds to make the insertions and deletions necessary to conform the Measure E Series C Bonds to this Resolution and the Bond Purchase Agreement.

Only those Measure E Series C Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Measure E Series C Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Measure E Series C Bonds. Any Measure E Series C Bond may, in accordance with its terms, be transferred upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized representative, upon surrender of such Measure E Series C Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. The District may charge a reasonable sum for each new Measure E Series C Bond issued upon any transfer.

Whenever any Measure E Series C Bond is surrendered for transfer, the District will execute, and the Paying Agent will authenticate and deliver new Measure E Series C Bonds for like aggregate principal amount. No transfer of Measure E Series C Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Measure E Series C Bonds for redemption or (b) with respect to a Measure E Series C Bond which has been selected for redemption.

Section 2.07. Exchange of Measure E Series C Bonds. The Measure E Series C Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Measure E Series C Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Measure E Series C Bond issued upon any exchange (except in the case of any exchange of temporary Measure E Series C Bonds for definitive Measure E Series C Bonds). No exchange of Measure E Series C Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Measure E Series C Bonds for redemption or (b) with respect to a Measure E Series C Bond after it has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Measure E Series C Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register, or transfer the ownership of the Measure E Series C Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Measure E Series C Bonds, and the Measure E Series C Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Measure E Series C Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Measure E Series C Bonds in the full aggregate principal amount of the Measure E Series C Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive Owner of the Measure E Series C Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Measure E Series C Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an Owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Measure E Series C Bonds. The District shall cause to be paid all principal and interest with respect to the Measure E Series C Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Measure E Series C Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Measure E Series C Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial Owners that they be able to obtain Measure E Series C Bonds and delivers a written certificate to DTC

to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Measure E Series C Bonds. In such event, the District shall issue, transfer and exchange Measure E Series C Bonds as requested by DTC and any other Owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Measure E Series C Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Measure E Series C Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Measure E Series C Bonds evidencing the Measure E Series C Bonds to any Depository System Participant having Measure E Series C Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Measure E Series C Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Measure E Series C Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Measure E Series C Bond and all notices with respect to such Measure E Series C Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Measure E Series C Bonds. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial Owners of the Measure E Series C Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial Owners of the Measure E Series C Bonds or to any other party, including DTC or its successor.

ARTICLE III

SALE OF MEASURE E SERIES C BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Measure E Series C Bonds; Approval of Sale Documents.

(a) Negotiated Sale of the Measure E Series C Bonds. The Board hereby authorizes the sale of the Measure E Series C Bonds on a negotiated basis to the Underwriter. The Measure E Series C Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary to the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that:

- (i) the Measure E Series C Bonds shall bear a rate of interest not to exceed the legal limit and the final maturity shall not exceed the limits contained in the Bond Law,
- (ii) the Measure E Series C Bonds shall have a ratio of total debt service to principal of not to exceed four to one, and

- (iii) the Underwriter's discount shall not exceed 0.40% of the principal amount of the Measure E Series C Bonds.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the Education Code, the Board has determined to authorize the sale of the Measure E Series C Bonds at a negotiated sale in order to (i) provide more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market; (ii) permit the District to negotiate alternative financing structures with the Underwriter on an interactive basis; and (iii) result in an expedited schedule for closing the financing.

(b) Official Statement. The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Measure E Series C Bonds in the form on file with the Secretary to the Board. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a Final Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. Notwithstanding anything herein to the contrary, any of the terms of the Measure E Series C Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Measure E Series C Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

(d) Presentation of Actual Cost Information at Board Meeting. As required by California Government Code Section 53509.5, after the sale of the Measure E Series C Bonds the Board shall present actual cost information for the sale at its next scheduled public meeting, and an itemized summary of the costs of the Measure E Series C Bonds shall be submitted to the California Debt and Investment Advisory Commission.

Section 3.02. Application of Proceeds of Sale of Measure E Series C Bonds.

The proceeds of the Measure E Series C Bonds shall be applied on the Closing Date as follows:

- (a) The Underwriter shall transfer an amount equal to the net premium (if any) generated by the sale of the Measure E Series C Bonds received by the County Treasurer for deposit in the Debt Service Fund.
- (b) The Underwriter shall transfer to The Bank of New York Mellon Trust Company, N.A., as custodian under the agreement referenced in

Section 3.04, an amount set forth in a request of the District to be applied to the payment of the Costs of Issuance.

- (c) The Underwriter shall transfer the remainder of such proceeds to the County Treasurer for deposit in the Building Fund.

Section 3.03. Building Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Election of 2018, Measure E Series C Building Fund," which the County shall maintain as a separate account, distinct from all other funds of the County and the District. The proceeds received by the County from the sale of the Measure E Series C Bonds shall be deposited in the Building Fund to the extent required by Section 3.02(c), to be expended by the District in accordance with Measure E, including for payment of Costs of Issuance to the extent not paid from the account established for that purpose under Section 3.04. The District hereby represents and warrants that the proceeds of the Measure E Series C Bonds will be expended solely for the purpose of financing the projects and facilities specified in Measure E. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund to be applied to pay the principal of and interest on the Measure E Series C Bonds.

Section 3.04. Costs of Issuance Custodian Agreement. In order to provide for the payment of the Costs of Issuance, the Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement relating to the Measure E Series C Bonds in a form approved by a District Representative. The Board hereby authorizes a District Representative to approve the final form of said Costs of Issuance Custodian Agreement and to execute and deliver said agreement in the name and on behalf of the District. Pursuant to Section 3.02(b), a portion of the proceeds of sale of the Measure E Series C Bonds, which may consist of original issue premium generated by the sale of the Measure E Series C Bonds, shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. Professional Services. The firm of Isom Advisors, a Division of Urban Futures, Inc., has been engaged to serve the District as Municipal Advisor, and the firm of Jones Hall, A Professional Law Corporation, has been engaged by the District to serve as bond counsel and disclosure counsel, in connection with the issuance and sale of the Measure E Series C Bonds. The Underwriter is engaged herein in Section 3.01. The estimated costs of issuance associated with the issuance of the Measure E Series C Bonds are set forth in Appendix B.

Section 3.06. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale, and delivery of the Measure E Series C Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document

or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE MEASURE E SERIES C BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Measure E Series C Bonds. The Measure E Series C Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* property taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Measure E Series C Bonds and the interest thereon, in accordance with and subject to Sections 15250 and 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Measure E Series C Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Measure E Series C Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

The principal of and interest on Measure E Series C Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents, or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Measure E Series C Bonds. In no event are the principal of and interest on the Measure E Series C Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Measure E Series C Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Election of 2018, Measure E Series C Debt Service Fund," which the County shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Measure E Series C Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

In addition, the County Treasurer shall deposit into the Debt Service Fund the amount of premium (if any) on the sale of the Measure E Series C Bonds received by the County Treasurer, as provided in Section 3.02(a). The amount of such premium which is deposited in the Debt Service Fund shall be applied to pay interest coming due and payable on the Measure E Series C Bonds on the next succeeding Interest Payment Date.

Any moneys remaining in the Debt Service Fund after the Measure E Series C Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event

there is no such debt outstanding, shall be transferred to the District for deposit in the District's general fund in accordance with Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Measure E Series C Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Measure E Series C Bonds. DTC will thereupon make payments of principal and interest on the Measure E Series C Bonds to the DTC participants who will thereupon make payments of principal and interest to the beneficial owners of the Measure E Series C Bonds. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund for the Measure E Series C Bonds shall also be applied to pay the expense of paying such Measure E Series C Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Measure E Series C Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal and interest on the Measure E Series C Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Measure E Series C Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Measure E Series C Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and Owners of the Measure E Series C Bonds to provide security for the Measure E Series C Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Measure E Series C Bonds, shall be acquired, and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in

accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board will direct the County to levy *ad valorem* property taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Measure E Series C Bonds, in conformity with the terms of the Measure E Series C Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Measure E Series C Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Measure E Series C Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Measure E Series C Bond Owners. The District will preserve and protect the security of the Measure E Series C Bonds and the rights of the Measure E Series C Bond Owners and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Measure E Series C Bonds by the District, the Measure E Series C Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that interest on the Measure E Series C Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Measure E Series C Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Measure E Series C Bonds issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Measure E Series C Bonds are not so used as to cause the Measure E Series C Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the

Measure E Series C Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Measure E Series C Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Measure E Series C Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Measure E Series C Bonds from the gross income of the Owners of the Measure E Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Measure E Series C Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Measure E Series C Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained, for a period of six years following the retirement of the Measure E Series C Bonds, records of the determinations made under this subsection. In order to provide for the administration of this subsection, the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not constitute a default by the District hereunder or under the Measure E Series C Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial Owner of the Measure E Series C Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of Section 8855(k) of the California Government Code with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Measure E Series C Bonds.

Section 5.07. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Measure E Series C Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A., is hereby appointed to act as Paying Agent for the Measure E Series C Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Measure E Series C Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Measure E Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Measure E Series C Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Measure E Series C Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements in this Resolution and in the Measure E Series C Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Measure E Series C Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The

Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution. The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent, from time to time, reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF MEASURE E SERIES C BOND OWNERS

Section 7.01. Remedies of Measure E Series C Bond Owners. Any Measure E Series C Bond Owner has the right, for the equal benefit and protection of all Measure E Series C Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents, or employees to perform each and every term, provision and covenant contained in this Resolution and in the Measure E Series C Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Measure E Series C Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Measure E Series C Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of the Measure E Series C Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Measure E Series C Bond Owners.

Section 7.03. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Measure E Series C Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Measure E Series C Bonds to the respective Owners of the Measure E Series C Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Measure E Series C Bonds.

A waiver of any default by any Measure E Series C Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Measure E Series C Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Measure E Series C Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Measure E Series C Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Measure E Series C Bond Owners, the District

and the Measure E Series C Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Measure E Series C Bonds, for any one or more of the following purposes:

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants, and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities, or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, substitute any party, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Measure E Series C Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Measure E Series C Bonds.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Measure E Series C Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Measure E Series C Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Measure E Series C Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Measure E Series C Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to events of default, or (d) a reduction in the amount of moneys pledged for the repayment of the Measure E Series C Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Measure E Series C Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Measure E Series C Bonds.

Section 9.02. Defeasance of Measure E Series C Bonds.

(a) Discharge of Resolution. The Measure E Series C Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Measure E Series C Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Measure E Series C Bonds; or
- (iii) by delivering such Measure E Series C Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Measure E Series C Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Measure E Series C Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Measure E Series C Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Measure E Series C Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Measure E Series C Bond (whether upon or prior to its maturity or the redemption date of such Measure E Series C Bond), provided that, if such Measure E Series C Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory

to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Measure E Series C Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Measure E Series C Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment.

The District may at any time surrender to the Paying Agent for cancellation by it any Measure E Series C Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Measure E Series C Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other escrow holder money or securities in the necessary amount to pay any Measure E Series C Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Measure E Series C Bonds and all unpaid interest thereon to maturity, except that, in the case of Measure E Series C Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Measure E Series C Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Measure E Series C Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Measure E Series C Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Measure E Series C Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Measure E Series C Bonds and remaining unclaimed for two years after the principal of all of the Measure E Series C Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Measure E Series C Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent

with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Measure E Series C Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Measure E Series C Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Measure E Series C Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Measure E Series C Bond Owners may be in one or more instruments of similar tenor, and shall be executed by the Measure E Series C Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Measure E Series C Bond Owner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Registration Books. Any request, declaration or other instrument or writing of the Owner of any Measure E Series C Bond shall bind all future Owners of such Measure E Series C Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Measure E Series C Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Measure E Series C Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Measure E Series C Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Measure E Series C Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Measure E Series C Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this

Resolution, and even during the continuance of an event of default with respect to the Measure E Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Measure E Series C Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Measure E Series C Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Measure E Series C Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Measure E Series C Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Measure E Series C Bond Owners.

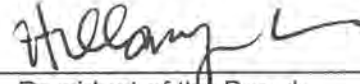
Section 9.08. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the Board of Trustees of the Orinda Union School District on March 13, 2023, by the following vote:

Ayes: 5

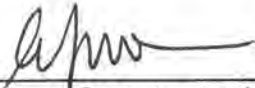
Noes: 0

Absent: 0



President of the Board

Attest:



Secretary to the Board

APPENDIX A

FORM OF MEASURE E SERIES C BOND

REGISTERED BOND NO. _____ \$ _____

ORINDA UNION SCHOOL DISTRICT
(Contra Costa County, California)

GENERAL OBLIGATION BOND
ELECTION OF 2018, MEASURE E SERIES C

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The ORINDA UNION SCHOOL DISTRICT (the "District"), located in Contra Costa County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at

least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of \$_____ of Bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of school facilities, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a special bond election held on November 6, 2018, upon the question of issuing Bonds in the amount of \$50,000,000, and under a resolution of the Board of Trustees of the District adopted on March 13, 2023 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[if applicable: The Bonds maturing on August 1 in each of the years ____ and ____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding

paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of \$5,000, as designated under written notice filed by the District with the Paying Agent.

Mandatory Sinking
Fund Redemption Date
(August 1)

Principal Amount
To be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) 15 days prior to the date established by the Paying Agent for selection of Measure E Series C Bonds for redemption or (b) with respect to a Measure E Series C Bond which has been selected for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an

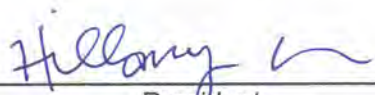
amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.


Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Orinda Union School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary to its Board of Trustees, all as of the date stated above.

ORINDA UNION SCHOOL DISTRICT

By 
President
Board of Trustees

Attest:


Secretary
Board of Trustees

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent**

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____ attorney, to transfer the same on the registration books of the Bond
Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. TIC: True Interest Cost of the Measure E Series C Bonds: 4.622921%.
2. Costs: Finance charge of the Measure E Series C Bonds, being the sum of all fees and charges paid to third parties in the amount of approximately \$108,000, which consists of Underwriter's discount in the estimated amount of \$33,000, plus other costs of issuing the Measure E Series C Bonds in the estimated amount of \$75,000.
3. Building Fund Deposit: Proceeds of the Measure E Series C Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid and capitalized interest charged to the principal amount of the Measure E Series C Bonds: \$14,925,000.
4. Repayment: Total Payment Amount for the Measure E Series C Bonds, being the sum of all debt service to be paid on the Measure E Series C Bonds to final maturity: \$31,810,826.58.

**All amounts and percentages are estimates and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates assume a par amount of \$15,000,000 and include certain assumptions regarding interest rates available in the bond market at the time of pricing the Measure E Series C Bonds.*

**BOARD OF TRUSTEES
ORINDA UNION SCHOOL DISTRICT**

RESOLUTION NO. 23-23

**AUTHORIZING THE ISSUANCE AND SALE OF ELECTION OF
2018 GENERAL OBLIGATION BONDS, MEASURE I SERIES C,
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$25,000,000, AND APPROVING DOCUMENTS AND
OFFICIAL ACTIONS RELATING THERETO**

WHEREAS, a bond election was duly and regularly held in the Orinda Union School District (the "District") on November 6, 2018, under the procedures specified in Article XIII A Section 1 paragraph (b) of the California Constitution for the purpose of submitting a bond measure ("Measure I") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$55,000,000 (the "Measure I Bonds"), and more than 55% of the votes cast were in favor of the Measure I Bonds; and

WHEREAS, the abbreviated form of Measure I was:

"To upgrade classroom air conditioning, electrical, fire safety, security lighting, communications/camera systems, classroom locks; update science, technology, engineering, art, math classrooms; construct, acquire, repair classrooms, facilities, sites/equipment, shall Orinda Union School District's measure authorizing \$55,000,000 in bonds at legal rates, levying 3 cents/\$100 assessed value, averaging \$3,200,000 annually while bonds are outstanding, be adopted, with citizen oversight, annual audits, no administrator salaries, all funds for Orinda schools only?"; and

WHEREAS, the Board of Trustees of the District (the "Board") is authorized to provide for the issuance and sale of any series of Measure I Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, pursuant to the authority granted under Measure I and the Bond Law, on June 11, 2020, the District issued its Election of 2018 General Obligation Bonds, Measure I Series A, in the aggregate principal amount of \$10,000,000; and

WHEREAS, pursuant to the authority granted under Measure I and the Bond Law, on March 30, 2022, the District issued its Election of 2018 General Obligation Bonds, Measure I Series B, in the aggregate principal amount of \$20,000,000; and

WHEREAS, the Board wishes at this time to initiate proceedings for the issuance and sale of the third and final series of Measure I Bonds, pursuant to the Bond Law, in an aggregate principal amount not to exceed \$20,000,000 (the "Measure I Series C Bonds") as provided in this Resolution, for the purpose of providing financing for projects authorized under Measure I; and

WHEREAS, on the date hereof, the Board is considering a resolution authorizing issuance of its Election of 2018 General Obligation Bonds, Measure E Series C, in an aggregate principal amount not to exceed \$15,000,000, which bonds are also payable from *ad valorem* taxes levied and collected in the District; and

WHEREAS, as required by California Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Measure I Series C Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, issuance of the Measure I Series C Bonds will be in compliance with the District's Debt Issuance and Management Policy, which complies with California Government Code Section 8855;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ORINDA UNION SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the respective meanings given such terms in the recitals.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Purchase Agreement" means the agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Measure I Series C Bonds upon the negotiated sale thereof, as provided in Section 3.01(a).

"Building Fund" means the fund established and held by the County under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Measure I Series C Bonds in exchange for the amount representing the purchase price of the Measure I Series C Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Measure I Series C Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, premium for municipal bond insurance (if any) and any other cost, charge or fee in connection with the original issuance of the Measure I Series C Bonds.

"County" means the County of Contra Costa, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Contra Costa County Treasurer, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Orinda Union School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Vice President of the Board, the Secretary to the Board, the Superintendent of the District, the Chief Business Official of the District, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Measure I Series C Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the California Education Code as in effect on the date of adoption hereof and as amended hereafter.

"Federal Securities" means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

"Interest Payment Date" means each February 1 and August 1 on which interest on the Measure I Series C Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

"Measure I" means the measure that was submitted to, and approved by more than 55% of, the voters at an election held on November 6, 2018, under which the issuance of the Measure I Series C Bonds has been authorized.

"Measure I Series C Bonds" means the not to exceed \$25,000,000 aggregate principal amount of Orinda Union School District General Obligation Bonds, Election of 2018, Measure I Series C, issued and at any time Outstanding under this Resolution.

"Municipal Advisor" means the firm of Isom Advisors, a Division of Urban Futures, Inc., as municipal advisor to the District in connection with the issuance and sale of the Measure I Series C Bonds.

"Office" means the office or offices of the Paying Agent for the payment of the Measure I Series C Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Outstanding," when used as of any particular time with reference to Measure I Series C Bonds, means all Measure I Series C Bonds except (a) Measure I Series C Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Measure I Series C Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Measure I Series C Bonds in lieu of or in substitution for which other Measure I Series C Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner," whenever used herein with respect to a Measure I Series C Bond, means the person in whose name the ownership of such Measure I Series C Bond is registered on the Registration Books.

"Paying Agent" means, initially The Bank of New York Mellon Trust Company, N.A., the paying agent appointed by the District to act as paying agent, registrar and authenticating agent for the Measure I Series C Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Record Date" means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Measure I Series C Bonds under Section 2.08.

"Resolution" means this Resolution adopted by the Board authorizing the issuance of the Measure I Series C Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term Bonds" means any one or more maturities of the Measure I Series C Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

"Underwriter" means Stifel, Nicolaus & Company, Incorporated, which is designated as the original purchaser of the Measure I Series C Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Measure I Series C Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Measure I Series C Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE MEASURE I SERIES C BONDS

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Measure I Series C Bonds in a principal amount not to exceed \$25,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Law, and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with Measure I. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Measure I Series C Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Measure I Series C Bonds which are Outstanding hereunder, subject to the covenants, agreements, provisions, and conditions herein contained. The Measure I Series C Bonds shall be designated the "Orinda Union School District General Obligation Bonds, Election of 2018, Measure I Series C," together with any further designations as may be identified in the Bond Purchase Agreement.

The Measure I Series C Bonds shall be issued on a tax-exempt basis; provided, however, if legal considerations require that a portion of the Measure I Series C Bonds authorized hereunder be issued as a separate series or maturity on a federally taxable basis, the District Representatives are authorized to make such designations which shall be reflected in the Bond Purchase Agreement.

Section 2.02. Terms of Measure I Series C Bonds.

(a) Terms of Measure I Series C Bonds. The Measure I Series C Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of \$5,000 each or any integral multiple thereof, in an amount not to exceed the aggregate principal amount of Measure I Series C Bonds maturing in the year of maturity of the Measure I Series C Bond for which the denomination is specified. The Measure I Series C Bonds will be lettered and numbered as the Paying Agent may prescribe and will be dated as of the Closing Date.

Interest on the Measure I Series C Bonds is payable semiannually on each Interest Payment Date. Each Measure I Series C Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Measure I Series C Bond is in default at the time of authentication thereof, such Measure I Series C Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Measure I Series C Bonds shall mature on August 1 in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof and as set forth in the Bond Purchase Agreement. Interest on the Measure I Series C Bonds shall be calculated on the basis of a 360-day

year comprised of twelve 30-day months. The final maturity of the Measure I Series C Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent and Chief Business Official are each separately authorized and directed to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Measure I Series C Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Measure I Series C Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be printed on the Measure I Series C Bonds, but such numbers do not constitute a part of the contract evidenced by the Measure I Series C Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Measure I Series C Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Measure I Series C Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Measure I Series C Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Measure I Series C Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Measure I Series C Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Measure I Series C Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Measure I Series C Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to the payment of Measure I Series C Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. The Measure I Series C Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities by lot or on such basis as designated by the District, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of the Measure I Series C Bonds will be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of the Term Bonds to be redeemed in each year under this subsection will be reduced on a pro rata basis in integral multiples of \$5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Measure I Series C Bonds for Redemption. Whenever less than all of the outstanding Measure I Series C Bonds of any one maturity are designated for redemption, the Paying Agent will select the outstanding Measure I Series C Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent or as otherwise directed by the District. For the purpose of selection for optional redemption, Measure I Series C Bonds will be deemed to consist of \$5,000 portions (principal amount), and any such portion may be separately redeemed. The Measure I Series C Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of redemption of any Measure I Series C Bonds to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Measure I Series C Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Measure I Series C Bonds. In addition, the Paying Agent will give written notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Measure I Series C Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Measure I Series C Bonds are to be called for redemption, shall designate the serial numbers of the Measure I Series C Bonds to be redeemed by giving the individual number of each Measure I Series C Bond or by stating that all Measure I Series C Bonds between two stated numbers, both inclusive, or by stating that all of the Measure I Series C Bonds of one or more maturities have been called for redemption, and shall require that such Measure I Series C Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Measure I Series C Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Measure I Series C Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this Section.

Upon surrender of Measure I Series C Bonds redeemed in part only, the District shall execute, and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Measure I Series C Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Measure I Series C Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Measure I Series C Bonds so called for redemption have been duly provided, the Measure I Series C Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Measure I Series C Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

Notwithstanding the foregoing provisions of this subsection, so long as the Measure I Series C Bonds are held in the book-entry system the provisions of Section

2.09 shall govern the procedures for giving notice of redemption of the Measure I Series C Bonds, if and to the extent the provisions of this Section are in conflict or inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Measure I Series C Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Measure I Series C Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Measure I Series C Bond Owners, or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption to the respective Owners of the Measure I Series C Bonds designated for redemption at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Measure I Series C Bonds. The Measure I Series C Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions, and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Measure I Series C Bonds. The Measure I Series C Bonds shall be signed by the facsimile signature of the President of the Board or other District Representative and shall be attested by the facsimile signature of the Secretary to the Board or Vice President of the Board, or other District Representative. No Measure I Series C Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on such Measure I Series C Bond is signed by the Paying Agent as authenticating agent.

The Measure I Series C Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Measure I Series C Bonds to make the insertions and deletions necessary to conform the Measure I Series C Bonds to this Resolution and the Bond Purchase Agreement.

Only those Measure I Series C Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Measure I Series C Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Measure I Series C Bonds. Any Measure I Series C Bond may, in accordance with its terms, be transferred upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized representative, upon surrender of such Measure I Series C Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. The District may charge a reasonable sum for each new Measure I Series C Bond issued upon any transfer.

Whenever any Measure I Series C Bond is surrendered for transfer, the District will execute, and the Paying Agent will authenticate and deliver new Measure I Series C Bonds for like aggregate principal amount. No transfer of Measure I Series C Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Measure I Series C Bonds for redemption or (b) with respect to a Measure I Series C Bond which has been selected for redemption.

Section 2.07. Exchange of Measure I Series C Bonds. The Measure I Series C Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Measure I Series C Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Measure I Series C Bond issued upon any exchange (except in the case of any exchange of temporary Measure I Series C Bonds for definitive Measure I Series C Bonds). No exchange of Measure I Series C Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Measure I Series C Bonds for redemption or (b) with respect to a Measure I Series C Bond after it has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Measure I Series C Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register, or transfer the ownership of the Measure I Series C Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Measure I Series C Bonds, and the Measure I Series C Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Measure I Series C Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Measure I Series C Bonds in the full aggregate principal amount of the Measure I Series C Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive Owner of the Measure I Series C Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Measure I Series C Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an Owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Measure I Series C Bonds. The District shall cause to be paid all principal and interest with respect to the Measure I Series C Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Measure I Series C Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Measure I Series C Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial Owners that they be able to obtain Measure I Series C Bonds and delivers a written certificate to DTC

to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Measure I Series C Bonds. In such event, the District shall issue, transfer and exchange Measure I Series C Bonds as requested by DTC and any other Owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Measure I Series C Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Measure I Series C Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Measure I Series C Bonds evidencing the Measure I Series C Bonds to any Depository System Participant having Measure I Series C Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Measure I Series C Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Measure I Series C Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Measure I Series C Bond and all notices with respect to such Measure I Series C Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Measure I Series C Bonds. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial Owners of the Measure I Series C Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial Owners of the Measure I Series C Bonds or to any other party, including DTC or its successor.

ARTICLE III

SALE OF MEASURE I SERIES C BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Measure I Series C Bonds; Approval of Sale Documents.

(a) Negotiated Sale of the Measure I Series C Bonds. The Board hereby authorizes the sale of the Measure I Series C Bonds on a negotiated basis to the Underwriter. The Measure I Series C Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary to the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that:

- (i) the Measure I Series C Bonds shall bear a rate of interest not to exceed the legal limit and the final maturity shall not exceed the limits contained in the Bond Law,
- (ii) the Measure I Series C Bonds shall have a ratio of total debt service to principal of not to exceed four to one, and

- (iii) the Underwriter's discount shall not exceed 0.40% of the principal amount of the Measure I Series C Bonds.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the Education Code, the Board has determined to authorize the sale of the Measure I Series C Bonds at a negotiated sale in order to (i) provide more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market; (ii) permit the District to negotiate alternative financing structures with the Underwriter on an interactive basis; and (iii) result in an expedited schedule for closing the financing.

(b) Official Statement. The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Measure I Series C Bonds in the form on file with the Secretary to the Board. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a Final Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. Notwithstanding anything herein to the contrary, any of the terms of the Measure I Series C Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Measure I Series C Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

(d) Presentation of Actual Cost Information at Board Meeting. As required by California Government Code Section 53509.5, after the sale of the Measure I Series C Bonds the Board shall present actual cost information for the sale at its next scheduled public meeting, and an itemized summary of the costs of the Measure I Series C Bonds shall be submitted to the California Debt and Investment Advisory Commission.

Section 3.02. Application of Proceeds of Sale of Measure I Series C Bonds.

The proceeds of the Measure I Series C Bonds shall be applied on the Closing Date as follows:

- (a) The Underwriter shall transfer an amount equal to the net premium (if any) generated by the sale of the Measure I Series C Bonds received by the County Treasurer for deposit in the Debt Service Fund.
- (b) The Underwriter shall transfer to The Bank of New York Mellon Trust Company, N.A., as custodian under the agreement referenced in

Section 3.04, an amount set forth in a request of the District to be applied to the payment of the Costs of Issuance.

- (c) The Underwriter shall transfer the remainder of such proceeds to the County Treasurer for deposit in the Building Fund.

Section 3.03. Building Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Election of 2018, Measure I Series C Building Fund," which the County shall maintain as a separate account, distinct from all other funds of the County and the District. The proceeds received by the County from the sale of the Measure I Series C Bonds shall be deposited in the Building Fund to the extent required by Section 3.02(c), to be expended by the District in accordance with Measure I, including for payment of Costs of Issuance to the extent not paid from the account established for that purpose under Section 3.04. The District hereby represents and warrants that the proceeds of the Measure I Series C Bonds will be expended solely for the purpose of financing the projects and facilities specified in Measure I. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund to be applied to pay the principal of and interest on the Measure I Series C Bonds.

Section 3.04. Costs of Issuance Custodian Agreement. In order to provide for the payment of the Costs of Issuance, the Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement relating to the Measure I Series C Bonds in a form approved by a District Representative. The Board hereby authorizes a District Representative to approve the final form of said Costs of Issuance Custodian Agreement and to execute and deliver said agreement in the name and on behalf of the District. Pursuant to Section 3.02(b), a portion of the proceeds of sale of the Measure I Series C Bonds, which may consist of original issue premium generated by the sale of the Measure I Series C Bonds, shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. Professional Services. The firm of Isom Advisors, a Division of Urban Futures, Inc., has been engaged to serve the District as Municipal Advisor, and the firm of Jones Hall, A Professional Law Corporation, has been engaged by the District to serve as bond counsel and disclosure counsel, in connection with the issuance and sale of the Measure I Series C Bonds. The Underwriter is engaged herein in Section 3.01. The estimated costs of issuance associated with the issuance of the Measure I Series C Bonds are set forth in Appendix B.

Section 3.06. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale, and delivery of the Measure I Series C Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document

or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE MEASURE I SERIES C BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Measure I Series C Bonds. The Measure I Series C Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* property taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Measure I Series C Bonds and the interest thereon, in accordance with and subject to Sections 15250 and 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Measure I Series C Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Measure I Series C Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

The principal of and interest on Measure I Series C Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents, or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Measure I Series C Bonds. In no event are the principal of and interest on the Measure I Series C Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Measure I Series C Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Election of 2018, Measure I Series C Debt Service Fund," which the County shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Measure I Series C Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

In addition, the County Treasurer shall deposit into the Debt Service Fund the amount of premium (if any) on the sale of the Measure I Series C Bonds received by the County Treasurer, as provided in Section 3.02(a). The amount of such premium which is deposited in the Debt Service Fund shall be applied to pay interest coming due and payable on the Measure I Series C Bonds on the next succeeding Interest Payment Date.

Any moneys remaining in the Debt Service Fund after the Measure I Series C Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event

there is no such debt outstanding, shall be transferred to the District for deposit in the District's general fund in accordance with Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Measure I Series C Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Measure I Series C Bonds. DTC will thereupon make payments of principal and interest on the Measure I Series C Bonds to the DTC participants who will thereupon make payments of principal and interest to the beneficial owners of the Measure I Series C Bonds. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund for the Measure I Series C Bonds shall also be applied to pay the expense of paying such Measure I Series C Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Measure I Series C Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal and interest on the Measure I Series C Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Measure I Series C Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Measure I Series C Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and Owners of the Measure I Series C Bonds to provide security for the Measure I Series C Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Measure I Series C Bonds, shall be acquired, and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in

accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board will direct the County to levy *ad valorem* property taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Measure I Series C Bonds, in conformity with the terms of the Measure I Series C Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Measure I Series C Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Measure I Series C Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Measure I Series C Bond Owners. The District will preserve and protect the security of the Measure I Series C Bonds and the rights of the Measure I Series C Bond Owners and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Measure I Series C Bonds by the District, the Measure I Series C Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that interest on the Measure I Series C Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Measure I Series C Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Measure I Series C Bonds issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Measure I Series C Bonds are not so used as to cause the Measure I Series C Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the

Measure I Series C Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Measure I Series C Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Measure I Series C Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Measure I Series C Bonds from the gross income of the Owners of the Measure I Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Measure I Series C Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Measure I Series C Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained, for a period of six years following the retirement of the Measure I Series C Bonds, records of the determinations made under this subsection. In order to provide for the administration of this subsection, the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not constitute a default by the District hereunder or under the Measure I Series C Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial Owner of the Measure I Series C Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of Section 8855(k) of the California Government Code with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Measure I Series C Bonds.

Section 5.07. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Measure I Series C Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A., is hereby appointed to act as Paying Agent for the Measure I Series C Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Measure I Series C Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Measure I Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Measure I Series C Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Measure I Series C Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements in this Resolution and in the Measure I Series C Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Measure I Series C Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying

Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution. The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent, from time to time, reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF MEASURE I SERIES C BOND OWNERS

Section 7.01. Remedies of Measure I Series C Bond Owners. Any Measure I Series C Bond Owner has the right, for the equal benefit and protection of all Measure I Series C Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents, or employees to perform each and every term, provision and covenant contained in this Resolution and in the Measure I Series C Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Measure I Series C Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Measure I Series C Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of the Measure I Series C Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Measure I Series C Bond Owners.

Section 7.03. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Measure I Series C Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Measure I Series C Bonds to the respective Owners of the Measure I Series C Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Measure I Series C Bonds.

A waiver of any default by any Measure I Series C Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Measure I Series C Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Measure I Series C Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Measure I Series C Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Measure I Series C Bond Owners, the District

and the Measure I Series C Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Measure I Series C Bonds, for any one or more of the following purposes:

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants, and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities, or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, substitute any party, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Measure I Series C Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Measure I Series C Bonds.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Measure I Series C Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Measure I Series C Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Measure I Series C Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Measure I Series C Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to events of default, or (d) a reduction in the amount of moneys pledged for the repayment of the Measure I Series C Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Measure I Series C Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Measure I Series C Bonds.

Section 9.02. Defeasance of Measure I Series C Bonds.

(a) Discharge of Resolution. The Measure I Series C Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Measure I Series C Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Measure I Series C Bonds; or
- (iii) by delivering such Measure I Series C Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Measure I Series C Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Measure I Series C Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Measure I Series C Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Measure I Series C Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Measure I Series C Bond (whether upon or prior to its maturity or the redemption date of such Measure I Series C Bond), provided that, if such Measure I Series C Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the

Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Measure I Series C Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Measure I Series C Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment.

The District may at any time surrender to the Paying Agent for cancellation by it any Measure I Series C Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Measure I Series C Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other escrow holder money or securities in the necessary amount to pay any Measure I Series C Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Measure I Series C Bonds and all unpaid interest thereon to maturity, except that, in the case of Measure I Series C Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Measure I Series C Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Measure I Series C Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Measure I Series C Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Measure I Series C Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Measure I Series C Bonds and remaining unclaimed for two years after the principal of all of the Measure I Series C Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Measure I Series C Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent with

respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Measure I Series C Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Measure I Series C Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Measure I Series C Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Measure I Series C Bond Owners may be in one or more instruments of similar tenor, and shall be executed by the Measure I Series C Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Measure I Series C Bond Owner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Registration Books. Any request, declaration or other instrument or writing of the Owner of any Measure I Series C Bond shall bind all future Owners of such Measure I Series C Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Measure I Series C Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Measure I Series C Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Measure I Series C Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Measure I Series C Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Measure I Series C Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this

Resolution, and even during the continuance of an event of default with respect to the Measure I Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Measure I Series C Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Measure I Series C Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Measure I Series C Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Measure I Series C Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Measure I Series C Bond Owners.

Section 9.08. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

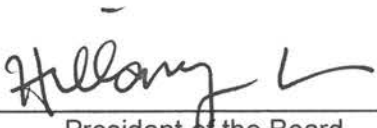
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PASSED AND ADOPTED by the Board of Trustees of the Orinda Union School District on March 13, 2023, by the following vote:

Ayes: 5

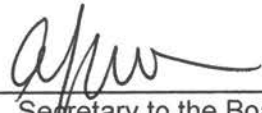
Noes: 0

Absent: 0



President of the Board

Attest:



Secretary to the Board

APPENDIX A

FORM OF MEASURE I SERIES C BOND

REGISTERED BOND NO. _____ \$ _____

ORINDA UNION SCHOOL DISTRICT
(Contra Costa County, California)

GENERAL OBLIGATION BOND
ELECTION OF 2018, MEASURE I SERIES C

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The ORINDA UNION SCHOOL DISTRICT (the "District"), located in Contra Costa County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at

least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of \$_____ of Bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of school facilities, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a special bond election held on November 6, 2018, upon the question of issuing Bonds in the amount of \$55,000,000, and under a resolution of the Board of Trustees of the District adopted on March 13, 2023 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[if applicable: The Bonds maturing on August 1 in each of the years ____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding

paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of \$5,000, as designated under written notice filed by the District with the Paying Agent.

Mandatory Sinking
Fund Redemption Date
(August 1)

Principal Amount
To be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) 15 days prior to the date established by the Paying Agent for selection of Measure I Series C Bonds for redemption or (b) with respect to a Measure I Series C Bond which has been selected for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an

amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Orinda Union School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary to its Board of Trustees, all as of the date stated above.

ORINDA UNION SCHOOL DISTRICT

By  _____
President
Board of Trustees

Attest:

 _____
Secretary
Board of Trustees

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent**

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. TIC: True Interest Cost of the Measure I Series C Bonds: 4.596824%.
2. Costs: Finance charge of the Measure I Series C Bonds, being the sum of all fees and charges paid to third parties in the amount of approximately \$180,000, which consists of Underwriter's discount in the estimated amount of \$55,000, plus other costs of issuing the Measure I Series C Bonds in the estimated amount of \$125,000.
3. Building Fund Deposit: Proceeds of the Measure I Series C Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid and capitalized interest charged to the principal amount of the Measure I Series C Bonds: \$24,875,000.
4. Repayment: Total Payment Amount for the Measure I Series C Bonds, being the sum of all debt service to be paid on the Measure I Series C Bonds to final maturity: \$51,883,436.56.

**All amounts and percentages are estimates and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates assume a par amount of \$25,000,000 and include certain assumptions regarding interest rates available in the bond market at the time of pricing the Measure I Series C Bonds.*



Contra
Costa
County

To: Board of Supervisors
From: Thomas L. Geiger, County Counsel
Date: April 4, 2023

Subject: Updated Procedures for Board of Supervisors Meetings

RECOMMENDATION(S):

ADOPT Resolution No. 2023/123 to amend the rules of procedure for Board of Supervisors meetings, including rules governing hybrid meetings, public comment time limits, teleconferencing options for Board members, meeting disruptions, and meeting civility.

FISCAL IMPACT:

None.

BACKGROUND:

The attached rules of procedure for the conduct of meetings of the Board of Supervisors reflect recent changes to the Brown Act that the state Legislature passed in response to the COVID-19 pandemic. These changes include amendments to the Brown Act’s teleconferencing rules and amendments to the Brown Act’s procedures for removing disruptive people from meetings. The attached rules also reflect the Board’s current practices. The rules are expected to facilitate the orderly, efficient, and fair conduct of Board meetings, and provide more clarity for members of the public and thus further the Board’s goal of transparency and open government. The amendments to the rules include:

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

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Thomas L. Geiger, County Counsel, (925) 655-2200

By: , Deputy

cc: Thomas L. Geiger, County Counsel, Monica Nino, Clerk of the Board of Supervisors

BACKGROUND: (CONT'D)

- Hybrid meetings – members of the public may participate in Board meetings in person, via the telephone, or via internet-based options. (Rule 11)
- Public comments on agenda items are generally limited to two minutes per speaker. (Rule 11.1.6)
- Each member of the public is allowed two minutes to comment on the entire consent agenda. (Rule 11.1.7)
- Comments under the Public Comment portion of the agenda are limited to no more than two minutes per speaker. (Rule 11.1.14)
- In the interest of facilitating the business of the Board, the total amount of time that a member of the public may use in addressing the Board on all agenda items is 10 minutes. (Rule 11.1.15)
- New “just cause” and “emergency circumstances” teleconferencing options for Board members, as authorized by Assembly Bill 2449. (Rule 14.2)
- A new procedure for removing disruptive individuals from the Board chambers, as authorized by Senate Bill 1100. (Rule 15.2)
- A new rule to establish best practices for fostering civility and civil discourse at Board meetings. (Rule 16)

CONSEQUENCE OF NEGATIVE ACTION:

If the resolution is not approved, the Board’s meeting rules will not reflect recent amendments to the Brown Act or the Board’s current practices.

ATTACHMENTS

Resolution No. 2023/123

Attachment to Resolution 2023/123 - Updated BOS Rules of Procedure

Updated BOS Rules of Procedure - REDLINE

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2023/123

In the Matter of UPDATED PROCEDURES FOR BOARD OF SUPERVISORS MEETINGS

WHEREAS, the Board of Supervisors is committed to conducting its meetings in a manner that provides ample opportunity for members of the public to participate; and

WHEREAS, the Board is authorized to adopt and amend procedures for the conduct of its meetings; and

WHEREAS, the attached rules reflect recent changes to the Brown Act that the state Legislature passed in response to the COVID-19 pandemic, including amendments to the Brown Act's teleconferencing rules and amendments to the Brown Act's procedures for removing disruptive people from meetings; and

WHEREAS, the attached rules reflect the Board's current practices; and

WHEREAS, the attached rules include rules governing hybrid meetings, public comment time limits, teleconferencing options for Board members, meeting disruptions, and meeting civility; and

WHEREAS, the attached rules are expected to facilitate the orderly, efficient, fair, and civil conduct of Board meetings, and provide more clarity for members of the public and thus further the Board's goal of transparency and open government.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby adopts the attached Rules of Procedure for the conduct of its meetings.

BE IT FURTHER RESOLVED that this resolution supersedes Resolution No. 2023/16.

I hereby certify that this 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: Thomas L. Geiger, County Counsel, (925) 655-2200

ATTESTED: April 4, 2023

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

By: , Deputy

cc: Thomas L. Geiger, County Counsel, Monica Nino, Clerk of the Board of Supervisors

RULES OF PROCEDURE FOR BOARD OF SUPERVISORS MEETINGS

POLICY

It is the policy of the Board of Supervisors to hold public meetings in accordance with the requirements of the Ralph M. Brown Act and all other applicable governing legislation. The Board strives to govern and work together in an effective, efficient, ethical and courteous manner in the highest tradition of public service and in the best interests of the County of Contra Costa and its residents. This resolution supersedes Resolution No. 2023/61.

PROCEDURE

GENERAL PROVISIONS

Rule 1. Applicability of Rules

- 1.1 These Rules of Procedure (“Rules”) are adopted pursuant to Government Code Section 25003. The Rules apply to the Board of Supervisors of the County of Contra Costa whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority, or board.
- 1.2 The Rules are deemed to be procedural only. Except as otherwise provided by law, the failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law.
- 1.3 Except as otherwise provided by law, these Rules, or any one of them, may be suspended by order of the Chair and will be deemed suspended by actions taken by or with the consent of the Chair or a majority of the Board members.

Rule 2. Definitions

- 2.1 “Board” means the Board of Supervisors of the County of Contra Costa, whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority, or board.
- 2.2 “Chair” and “Vice Chair” mean the Board members elected to those respective offices. “Chair” also means the presiding officer acting in the absence of the elected Chair.
- 2.3 “Clerk” means the Clerk of the Board or a Deputy Clerk of the Board.
- 2.4 “County Counsel” means the Board’s attorney, appointed pursuant to Ordinance Code section 24-12.002.

MEETINGS

Rule 3. Organization Meeting

The Organization Meeting of the Board shall be held on its first regular meeting in January of each year.

Rule 4. Regular Meetings

- 4.1 All regular meetings shall be held by the Board, in all its capacities, in its chambers in the Contra Costa County Administration Building, at 1025 Escobar Street, Martinez, California. Regular meetings shall commence at 9:00 a.m., or as otherwise prescribed by the Chair. Regular meetings generally shall be held on every Tuesday of the month. However, the Board shall not be required to hold a regular meeting (1) on any Tuesday that is the fifth Tuesday of a calendar month, (2) on any Tuesday following a Monday holiday, (3) that is canceled pursuant to the annual calendar adopted by the Board, or (4) that is canceled by the Chair when no quorum is expected to be present.
- 4.2 Holidays, fifth Tuesdays, and periodic breaks, which result in a canceled meeting, will be determined by the Board and posted annually, and modified as necessary.

Rule 5. Absence of a Quorum, Adjournment

- 5.1 In the absence of a quorum, the remaining members or (if no member is present) the Clerk may adjourn the meeting to another date and time in accordance with Government Code Section 54955 and shall post a Notice of Adjournment.
- 5.2 In the event a Supervisor leaves the hearing room, momentarily causing a lack of quorum, he or she should notify the Chair of his or her intended absence, and the Chair may call a recess.

ELECTION, POWERS AND DUTIES OF CHAIR AND VICE CHAIR

Rule 6. Annual Selection of Chair and Vice Chair, and Committee Assignments

- 6.1 On or before December 1 of each year, on a form provided by the Clerk, each Board member will submit to the Clerk their individual preference for appointment to committees, boards and commissions. During the month of December, the Clerk will ask the Board to acknowledge receipt of the preference forms as a Board action item on a public agenda.
- 6.2 The election of officers of the Board shall occur on or about the last meeting in September for the ensuing year beginning on January 1. Officers shall serve until December 31 or until the selection of their successors, whichever occurs later.
- 6.3 At its Organization Meeting, or thereafter, the incoming/new Chair will submit for approval by the full Board, the Chair's final recommendations for Board assignments to

the local, regional and statewide committees, boards and commissions, in accordance with the Board's March 21, 2000 policy on Board Member Committee Assignments, as may be amended from time to time.

Rule 7. Powers and Duties of Chair

The Chair shall serve as presiding officer of the Board, rule on questions of procedure, nominate for Board approval representatives to Board committees whose appointment is not otherwise provided for, sign resolutions, ordinances, contracts, leases and other official documents approved by the Board, preserve order and decorum, and decide all questions of order. The Chair may consult with County Counsel in making such rulings. Decisions of the Chair may be overruled by a majority vote of the Board.

Rule 8. Powers and Duties of the Vice Chair

The Vice Chair shall have and exercise all powers and duties of the Chair at the meetings at which the Chair is absent.

Rule 9. Selection of a Chair Pro Tempore

If neither the Chair nor the Vice Chair is present at a Board meeting, the Board members present shall select one of their members to act as the Chair Pro Tempore. The Chair Pro Tempore shall have and exercise all the powers and duties of the Chair for that particular meeting only.

ORDER AND CONDUCT OF BUSINESS

Rule 10. Order of Business

The order of business at each regular meeting, except for such times as may be set apart for consideration of special items (or as otherwise prescribed by the Chair), shall be as follows:

- 10.1 Call to Order. The presiding officer initiates the proceedings by bringing the meeting to order.
- 10.2 Roll Call. The Clerk calls the roll and records by name all members present or absent. During the course of the meeting the Clerk records the arrival of any member listed as absent and the departure of any member listed as present.
- 10.3 Inspirational Thought. The Board hears an inspirational thought as set forth on the agenda.
- 10.4 Pledge of Allegiance to the Flag of the United States of America. The Chair designates a person to lead those present in reciting the Pledge.
- 10.5 Agenda Review. The Chair inquires whether Board members or the County Administrator wish to make any agenda revisions or request any items to be continued or removed from the Consent agenda.

- 10.6 Added Items. The Board may take action on items of business not appearing on the posted agenda under any of the following circumstances:
- 10.6.1 Upon a determination by a majority vote that an emergency situation exists, as defined in Government Code Section 54956.5.
 - 10.6.2 Upon a determination by a two-thirds vote, or, if fewer than two-thirds of the members are present, by unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the County subsequent to the agenda being posted.
 - 10.6.3 The item was posted for a prior meeting of the Board occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.
- 10.7 Consent Agenda Items. Consent agenda items are routine in nature and do not require individual consideration. All Consent items are approved by a single vote as recommended without discussion unless an item is removed and continued or considered during the regular agenda for separate action.
- 10.8 Presentations. Each presentation will last no more than five minutes, unless this time is extended by the Chair. A maximum of three presentations may be scheduled at each meeting except that the Chair may authorize an additional presentation(s). The subject of the presentations should be of countywide interest and significance.
- 10.9 Public Comment. Public Comment is that period of time set aside for members of the public to address the Board on matters within the jurisdiction of the Board that are not listed on the agenda (“off-agenda”). The Public Comment item shall be deemed to constitute the opportunity for members of the public to address the Board in compliance with Government Code Section 54954.3. See Rule 11.
- 10.10 Discussion Items. Discussion items include items previously removed from the Consent calendar.
- 10.11 Closed Session. Closed session discussion items are intended to be heard at the specified time(s) but may be heard earlier or later, in the discretion of the Chair.
- 10.12 Adjournment. Any Board member may request that the meeting be adjourned in memory of a recently deceased person.

Rule 11. Conduct of Meetings

Members of the public may participate in meetings in person, via the telephone, or via internet-based options.

11.1 Addressing the Board

- 11.1.1 For speakers who attend the meeting in person, before the meeting, or during the meeting before the agenda item to be addressed, a person wishing to address the Board should fill out a yellow speaker card and deposit it in the box near the podium.
- 11.1.2 The Clerk shall ensure that members of the public have the ability to address the Board remotely via telephonic and internet-based options. Instructions for public participation via remote options will be included on meeting agendas and on the County's website.
- 11.1.3 When called upon, a speaker who attends the meeting in person should come to the podium. A speaker, whether attending in person or remotely, should state their name for the record, and, if speaking for an organization or other group, identify the organization or group represented. The Chair has the discretion to determine the order in which to call upon speakers for comment.
- 11.1.4 All remarks should be addressed to the Board as a whole, not to individual members, to the staff, or to the audience. Each person speaking from the floor or via remote participation shall obtain permission from the Chair.
- 11.1.5 Questions, if any, should be addressed to the Chair, who will determine whether or by whom an answer will be provided.
- 11.1.6 Each speaker wishing to comment on an agenda item not on the Consent agenda, including items removed from the Consent agenda, will have two minutes to comment on each item. This time may be extended or reduced, in the discretion of the Chair.
- 11.1.7 Any member of the public may comment on one or more items listed on the agenda as Consent items. Each speaker will be allowed two minutes to comment on the entire Consent agenda. This time may be extended or reduced, in the discretion of the Chair.
- 11.1.8 No speaker may yield time to another speaker.
- 11.1.9 A speaker utilizing the services of a translator will be allotted twice the amount of time to speak to ensure that non-English speakers receive the same opportunity to address the Board.
- 11.1.10 All speakers, especially those who anticipate making oral presentations or comments exceeding two minutes, are encouraged to submit comments in writing, in advance, to the Clerk for distribution to the Board and other

interested parties at the earliest feasible time before the meeting, but no later than 8:00 a.m. on the day of the meeting. Written comments may be submitted either by mail or via email: clerkoftheboard@cob.cccounty.us. The Board requests that a person providing written materials to the Board during a meeting submit an original and 10 copies. Such written comments will be distributed to members of the Board and staff. Comments submitted by mail or email will be included in the record of the meeting but will not be read during the meeting.

- 11.1.11 To maintain a public meeting environment conducive to receiving public testimony from all sides of any issue, it is the Board's policy that the audience will be discouraged from engaging in audible or emotional displays of support or opposition to testimony provided. Behavior such as clapping, booing, hissing, and cheering can create an intimidating environment for people interested in giving public testimony and can unnecessarily lengthen Board meetings. Consequently, such behavior is discouraged.
- 11.1.12 Speakers should not present the same or substantially the same items or argument to the Board as presented by earlier speakers, or be profane in presenting their oral comments.
- 11.1.13 To expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject matter, the Chair may request that a spokesperson be chosen by the group to comment on its behalf.
- 11.1.14 Comments under the Public Comment portion of the agenda are limited to subjects within the subject matter jurisdiction of the County but are not listed as separate items on the agenda. These comments are limited to no more than two minutes per speaker. If numerous persons wish to make comments, the Chair may limit the Public Comment period to a specific amount of time and/or may reduce the time limit per speaker.
- 11.1.15 In the interest of facilitating the business of the Board, the total amount of time that a member of the public may use in addressing the Board on all agenda items, including all regular agenda items, Consent items, and Public Comment, is 10 minutes.
- 11.1.16 To minimize distractions during public meetings, all personal communication devices, such as mobile phones, will be turned off or put in a non-audible mode during Board meetings.
- 11.1.17 Any of the foregoing rules may be waived by the Chair or by a majority vote of the Board members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.
- 11.1.18 The rules set forth above are not exclusive and do not limit the inherent power and general legal authority of the Board, or of its presiding officer, to govern the

conduct of Board meetings as may be considered appropriate from time to time or in particular circumstances for purposes of orderly and effective conduct of the affairs of the County.

- 11.2 Use of Acronyms. The Board discourages the use of acronyms, abbreviations, and industry-specific language in its meetings and written materials.

Rule 12. Public Hearings for Planning and Zoning Matters (Land Use Matters)

- 12.1 Order of Procedure. Unless the Chair in his or her discretion directs otherwise, the order for presentation of testimony on particular land use items shall be as follows:

12.1.1 Presentation by staff.

12.1.2 Documents. The Chair acknowledges receipt of any documents offered as evidence and filed with the Clerk before the hearing.

12.1.3 First Presentation. If the item is presented for Board approval (e.g., rezoning, development plan), the first presentation is by the project applicant, followed by public testimony. If the item is an appeal from a decision of a lower body (e.g., subdivision, land use permit), the first presentation is by the appellant, followed by the presentation by the project applicant. This presentation (or each presentation, if the item is an appeal) shall not exceed 10 minutes or the approximate length of the staff presentation, whichever is greater.

12.1.4 Public testimony. Each speaker shall have no more than two minutes.

12.1.5 Rebuttal. A rebuttal not exceeding five minutes may be made by the person making the first presentation.

12.1.6 Closing comments by staff.

12.1.7 Board discussion and decision.

- 12.2 Conduct of Hearings.

12.2.1 Witnesses' Testimony. Witnesses will not be sworn.

12.2.2 Rules of Evidence. The hearing will not be conducted according to technical judicial rules of evidence. Any relevant evidence may be considered if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. The Chair may exclude irrelevant or redundant testimony and may make such other rulings as may be necessary for the orderly conduct of the proceedings ensuring basic fairness and a full airing of the issues involved.

12.2.3 Transcripts. Any person desiring to have a hearing transcribed by a stenographic

reporter at his or her own expense may do so, provided that he or she consults the Clerk to arrange facilities for such reporting prior to commencement of the hearing and advises the Clerk of the full name, business address, and telephone number of the reporter being used.

12.3 Exhibits.

12.3.1 Subject to paragraph 12.3.2, all exhibits, including documentary materials such as photographs, drawings, maps, charts, letters, petitions and other physical evidence, presented at a land use hearing shall be retained in the Board files as part of the record of the hearing.

12.3.2 Any staff exhibit (e.g., a general plan or area map) that has been or will be used in other land use hearings will be preserved by the Community Development Department for future reference. A notation indicating its location shall be made in the case file in any matter in which it has been used.

12.4 Questioning of Speakers and Staff. Any person desiring to direct a question to a speaker or staff member shall submit the question to the Chair, who shall determine whether the question is relevant to the subject of the hearing and whether or not it need be answered by the speaker or staff member.

12.5 Overriding Fairness. Notwithstanding the provisions of paragraph 12.1, the Board is committed to provide an applicant, appellant, or other person or entity with a substantial, direct property interest in an item, a full and fair hearing, based on the facts and circumstances of the particular matter, the nature and complexity of the particular issue, the number of persons wishing to be heard, and similar due process considerations. Toward this end, the Chair, in his or her discretion, may extend the time limits set forth in paragraph 12.1 and consider other procedural mechanisms.

12.6 Absent From Hearing. A Supervisor who was absent from all or part of a hearing may vote on the matter if the Supervisor states for the record that he or she has reviewed all evidence received during the absence and also states that he or she has either: (1) listened to the Clerk's recording, (2) watched the video, or (3) read a complete transcript of the proceedings that occurred during his or her absence.

Rule 13. Nuisance Abatement Hearings

A hearing on an appeal from the County Abatement Officer's Notice and Order to Abate shall be held in accordance with the provisions of County Ordinance Code section 14-6.418, as well as with these Rules. In the event of a conflict, the provisions of County Ordinance Code section 14-6.418 shall prevail.

Rule 14. Rules for Participating by Teleconference

14.1 Traditional Teleconference Procedure. The Brown Act permits members of the Board to

participate in Board meetings by teleconference, when certain legal requirements are met. (Gov. Code, § 53953 (b).) If these requirements are not met, then the Supervisor calling in cannot be counted as part of the quorum for the meeting, can only listen to the meeting, and cannot discuss any item or vote.

If a Supervisor wishes to be able to discuss items and vote by teleconference, then, in addition to the usual agenda posting requirements, the following must occur in advance of the meeting:

- 14.1.1 Quorum Required. The County Administrator must ensure that during the teleconference meeting, at least a quorum of the Board will participate from locations in the County.
- 14.1.2 Agenda Requirement - All Locations Must be Listed. Each teleconference location and the meeting location must be shown on the agenda for the meeting. In addition, the agenda must provide an opportunity for members of the public to give public comment from each teleconference location. So, for example, if a Supervisor participates in a Board Committee meeting from the County Administration Building and another Supervisor participates from the Supervisor's District Office, then the location for the meeting shown on the agenda would be, for example: 1025 Escobar Street, Martinez, CA, AND the address of the Supervisor's District Office. The Supervisor's Office would be considered a meeting location, and the public would be entitled to attend the meeting at the County Administration Building and at the Supervisor's Office. If each Supervisor participates in a Board Committee meeting from their District Office and the County Administration Building is not a meeting location because staff attends remotely, then the address of each Supervisor's District Office must be shown on the agenda as a meeting location and the public would be entitled to attend the meeting at each Supervisor's Office.
- 14.1.3 Agenda Requirement - Posting. In addition to the usual posting agenda locations and County website, an agenda will be posted at each teleconference location 96 hours in advance of the meeting. The Supervisor participating from the District office shall post the Agenda at the District office 96 hours in advance of the Board meeting.
- 14.1.4 Public Participation at Remote Location. Each teleconference location must be open and accessible to members of the public. Thus, if a Supervisor's District Office is a teleconference location, it must be open to the public during the meeting. The Supervisor would need to have a speaker phone or computer with a microphone so that members of the public would be able to hear the meeting and address the Board directly from the Supervisor's office.
- 14.1.5 Roll Call Vote. All votes taken during a teleconference meeting under this Rule must be by roll call.

14.2 Rules for Participating by Teleconference for “Just Cause” or Due to “Emergency Circumstances”

The Brown Act permits individual members of the Board to participate in Board meetings by teleconference for “just cause” or due to “emergency circumstances” when certain legal requirements are met. (Gov. Code, § 53953 (f).) This provision of the Brown Act lasts until January 1, 2026.

- 14.2.1 Teleconference Participation for Just Cause. If a Supervisor wishes to attend a meeting remotely for “just cause,” the Supervisor must notify the Board at the earliest opportunity, up to and including the start of a regular meeting, of the need to participate remotely. The Supervisor must provide a general description of one of the following “just cause” circumstances: (i) there is a childcare or caregiving need for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner; (ii) a contagious illness that prevents the Supervisor from attending in person; (iii) a need related to a physical or mental disability that is not otherwise accommodated for; or (iv) travel while on official business of the Board or another state or local agency.
- 14.2.2 Teleconference Participation for Emergency Circumstances. If a Supervisor wishes to attend a meeting remotely due to “emergency circumstances,” the Supervisor must provide a general description of the need to appear remotely, which need not exceed 20 words or include any personal medical information. The Supervisor must make the request to participate remotely as soon as possible. “Emergency circumstances” is a physical or family medical emergency that prevents a Supervisor from attending in person.
- 14.2.3 Board Action Requirements. The Board need not take action to allow a Supervisor to attend virtually for “just cause.” To allow a Supervisor to attend virtually for “emergency circumstances,” the Board must take action on the request at the meeting. If there is insufficient time to include the item on a posted agenda, the Board may take action on the request at the beginning of the meeting and approval must be by majority vote. The Supervisor requesting the remote appearance for this reason may not vote on the request.
- 14.2.4 Participation Requirements. A Supervisor appearing by teleconference under this Rule must participate in the meeting through both audio and visual technology.
- 14.2.5 Disclosure Requirements. A Supervisor appearing by teleconference under this Rule must publicly disclose at the meeting before any action is taken, whether any other individuals 18 years or older are in the room at the remote location with the Supervisor and the general nature of the Supervisor’s relationship with such individual(s).
- 14.2.6 Quorum Required. The County Administrator must ensure that during the teleconference meeting conducted under this Rule, at least a quorum of the Board

will participate in person, at a single, physical location identified on the agenda that is open to the public and situated within the County.

- 14.2.7 Limitations on Number of Remote Appearances. A Supervisor may not use a “just cause” reason to appear remotely for more than two meetings per calendar year. A Supervisor may not participate remotely under this Rule for more than three consecutive months or 20 percent of the regular meetings of the Board within the calendar year.
- 14.2.8 Roll Call. All votes taken during a teleconference meeting conducted under this Rule must be by roll call.
- 14.2.9 Technological and Access Requirements. If a Supervisor participates remotely under this Rule, the public must be able to remotely hear and visually observe the meeting and remotely address the Board, via a two-way audiovisual platform, or a two-way telephonic service and a live webcasting of the meeting.

Rule 15. Disruption of Meeting

- 15.1 For the purpose of ensuring the orderly conduct of the Board meeting, no whistles, horns, drums, noise makers, megaphones, air horns, bullhorns, or other amplified devices are allowed inside the County Administration Building while the meeting is in session.
- 15.2 Removing an Individual. The Brown Act permits the Chair to remove a disruptive individual from a Board meeting. (Gov. Code, § 54957.95.)
 - 15.2.1 Disruptive Behavior. An individual’s behavior constitutes a disruption if the individual is engaging in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including, but not limited to, a failure to comply with the reasonable and lawful regulations of the Board and engaging in behavior that constitutes a use of force or a true threat of force.
 - 15.2.2 Threat of Force. A true threat of force is a threat that is sufficiently serious such that a reasonable observer would perceive it to be an actual threat to use force.
 - 15.2.3 Prior Warning. Before the removal, the Chair will warn the individual that the individual’s behavior is disrupting the meeting and that if the behavior does not stop, the individual may be removed from the meeting. No prior warning is required before removal if the individual’s behavior constitutes a use of force or a true threat of force.
 - 15.2.4 Removal. If the disruptive individual does not promptly stop the disruptive behavior, the Chair may have the individual removed from the meeting. The Chair may request the assistance of the Sheriff’s Office staff in removing the individual from the meeting. Any person removed from a meeting shall be excluded from further attendance for the remainder of the meeting.

15.3 Clearing the Room. The Brown Act permits the Chair to clear the meeting room and continue in session if a meeting is willfully interrupted by a person or by a group or groups of persons so that the orderly conduct of the meeting becomes infeasible and order cannot be restored by removal of the disruptive individual(s) as set forth in Rule 16.2. In such case, the Chair may order the meeting room cleared and continue in session, as authorized by law (Gov. Code, § 54957.9), recess the meeting, or adjourn the meeting. If the Chair clears the meeting room and continues in session, duly accredited representatives of the press or other news media, except those participating in the disturbance, will be allowed to remain in the meeting room. The Chair may request the assistance of the Sheriff's Office staff in clearing the meeting room. Only those matters appearing on the posted agenda may be considered in such a session.

Rule 16. Civility

The Board desires to encourage civility and civil discourse in its meetings and to encourage County elected officers, staff, and the public to follow best practices for civility and civil discourse at Board meetings. Best practices for fostering civility and civil discourse include:

- Respecting the right of all people to hold different opinions.
- Avoiding rhetoric intended to humiliate, malign, or question the motivation of those whose opinions are different from others.
- Striving to understand differing perspectives.
- Choosing words carefully and avoiding personal attacks.
- Speaking truthfully without accusation and avoiding distortion of facts.
- Speaking out against violence, prejudice, and incivility should they occur at Board meetings, while also recognizing First Amendment rights, including the public's right to criticize programs, procedures, policies, or services of the County or the acts or omissions of the Board, elected officials, advisory bodies, and staff.

The Board desires to build a civil political community in which each person is respected, and spirited public and political debate is aimed at the betterment of Contra Costa County and its people and not at the disparagement of others. The Board therefore encourages all County elected officers, staff, and the public to endeavor to adhere to and promote the best practices for civility and civil discourse in conducting business at all Board meetings. Under Resolution No. 2022/73, all those participating in all public meetings should aspire to follow these best practices.

RULES OF PROCEDURE FOR BOARD OF SUPERVISORS MEETINGS

POLICY

It is the policy of the Board of Supervisors to hold public meetings in accordance with the requirements of the Ralph M. Brown Act and all other applicable governing legislation. The Board strives to govern and work together in an effective, efficient, ethical and courteous manner in the highest tradition of public service and in the best interests of the County of Contra Costa and its residents. This resolution supersedes Resolution No. ~~2019/500~~2023/61.

PROCEDURE

GENERAL PROVISIONS

Rule 1. Applicability of Rules

- 1.1 These Rules of Procedure (“Rules”) are adopted pursuant to Government Code Section 25003. The Rules apply to the Board of Supervisors of the County of Contra Costa whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority, or board.
- 1.2 The Rules are deemed to be procedural only. Except as otherwise provided by law, the failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law.
- 1.3 Except as otherwise provided by law, these Rules, or any one of them, may be suspended by order of the Chair and will be deemed suspended by actions taken by or with the consent of the Chair or a majority of the Board members.

Rule 2. Definitions

- 2.1 “Board” means the Board of Supervisors of the County of Contra Costa, whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority, or board.
- 2.2 “Chair” and “Vice Chair” mean the Board members elected to those respective offices. “Chair” also means the presiding officer acting in the absence of the elected Chair.
- 2.3 “Clerk” means the Clerk of the Board or a Deputy Clerk of the Board.
- 2.4 “County Counsel” means the Board’s attorney, appointed pursuant to Ordinance Code section 24-12.002.

MEETINGS

Rule 3. Organization Meeting

The Organization Meeting of the Board shall be held on its first regular meeting in January of each year.

Rule 4. Regular Meetings

- 4.1 All regular meetings shall be held by the Board, in all its capacities, in its chambers in the Contra Costa County Administration Building, at 1025 Escobar Street, Martinez, California. Regular meetings shall commence at 9:00 a.m., or as otherwise prescribed by the Chair. Regular meetings generally shall be held on every Tuesday of the month. However, the Board shall not be required to hold a regular meeting (1) on any Tuesday that is the fifth Tuesday of a calendar month, (2) on any Tuesday following a Monday holiday, (3) that is canceled pursuant to the annual calendar adopted by the Board, or (4) that is canceled by the Chair when no quorum is expected to be present.
- 4.2 Holidays, fifth Tuesdays, and periodic breaks, which result in a canceled meeting, will be determined by the Board and posted annually, and modified as necessary.

Rule 5. Absence of a Quorum, Adjournment

- 5.1 In the absence of a quorum, the remaining members or (if no member is present) the Clerk may adjourn the meeting to another date and time in accordance with Government Code Section 54955 and shall post a Notice of Adjournment.
- 5.2 In the event a Supervisor leaves the hearing room, momentarily causing a lack of quorum, he or she should notify the Chair of his or her intended absence, and the Chair may call a recess.

ELECTION, POWERS AND DUTIES OF CHAIR AND VICE CHAIR

Rule 6. Annual Selection of Chair and Vice Chair, and Committee Assignments

- 6.1 On or before December 1 of each year, on a form provided by the Clerk, each Board member will submit to the Clerk their individual preference for appointment to committees, boards and commissions. During the month of December, the Clerk will ask the Board to acknowledge receipt of the preference forms as a Board action item on a public agenda.
- 6.2 The election of officers of the Board shall occur on or about the last meeting in September for the ensuing year beginning on January 1. Officers shall serve until December 31 or until the selection of their successors, whichever occurs later.
- 6.3 At its Organization Meeting, or thereafter, the incoming/new Chair will submit for approval by the full Board, the Chair's final recommendations for Board assignments to

the local, regional and statewide committees, boards and commissions, in accordance with the Board's March 21, 2000 policy on Board Member Committee Assignments, as may be amended from time to time.

Rule 7. Powers and Duties of Chair

The Chair shall serve as presiding officer of the Board, rule on questions of procedure, nominate for Board approval representatives to Board committees whose appointment is not otherwise provided for, sign resolutions, ordinances, contracts, leases and other official documents approved by the Board, preserve order and decorum, and decide all questions of order. The Chair may consult with County Counsel in making such rulings. Decisions of the Chair may be overruled by a majority vote of the Board.

Rule 8. Powers and Duties of the Vice Chair

The Vice Chair shall have and exercise all powers and duties of the Chair at the meetings at which the Chair is absent.

Rule 9. Selection of a Chair Pro Tempore

If neither the Chair nor the Vice Chair is present at a Board meeting, the Board members present shall select one of their members to act as the Chair Pro Tempore. The Chair Pro Tempore shall have and exercise all the powers and duties of the Chair for that particular meeting only.

ORDER AND CONDUCT OF BUSINESS

Rule 10. Order of Business

The order of business at each regular meeting, except for such times as may be set apart for consideration of special items (or as otherwise prescribed by the Chair), shall be as follows:

- 10.1 Call to Order. The presiding officer initiates the proceedings by bringing the meeting to order.
- 10.2 Roll Call. The Clerk calls the roll and records by name all members present or absent. During the course of the meeting the Clerk records the arrival of any member listed as absent and the departure of any member listed as present.
- 10.3 Inspirational Thought. The Board hears an inspirational thought as set forth on the agenda.
- 10.4 Pledge of Allegiance to the Flag of the United States of America. The Chair designates a person to lead those present in reciting the Pledge.
- 10.5 Agenda Review. The Chair inquires whether Board members or the County Administrator wish to make any agenda revisions or request any items to be continued or removed from the Consent agenda.

- 10.6 Added Items. The Board may take action on items of business not appearing on the posted agenda under any of the following circumstances:
- 10.6.1 Upon a determination by a majority vote that an emergency situation exists, as defined in Government Code Section 54956.5.
 - 10.6.2 Upon a determination by a two-thirds vote, or, if fewer than two-thirds of the members are present, by unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the County subsequent to the agenda being posted.
 - 10.6.3 The item was posted for a prior meeting of the Board occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.
- 10.7 Consent Agenda Items. Consent agenda items are routine in nature and do not require individual consideration. All Consent items are approved by a single vote as recommended without discussion unless an item is removed and continued or considered during the regular agenda for separate action.
- 10.8 Presentations. Each presentation will last no more than five minutes, unless this time is extended by the Chair. A maximum of three presentations may be scheduled at each meeting except that the Chair may authorize an additional presentation(s). The subject of the presentations should be of countywide interest and significance.
- 10.9 Public Comment. Public Comment is that period of time set aside for members of the public to address the Board on matters within the jurisdiction of the Board that are not listed on the agenda (“off-agenda”). The Public Comment item shall be deemed to constitute the opportunity for members of the public to address the Board in compliance with Government Code Section 54954.3. See Rule 11.
- 10.10 Discussion Items. Discussion items include items previously removed from the Consent calendar.
- 10.11 Closed Session. Closed session discussion items are intended to be heard at the specified time(s) but may be heard earlier or later, in the discretion of the Chair.
- 10.12 Adjournment. Any Board member may request that the meeting be adjourned in memory of a recently deceased person.

Rule 11. Conduct of Meetings

Members of the public may participate in meetings in person, via the telephone, or via internet-based options.

11.1 Addressing the Board—~~General~~

- 11.1.1 For speakers who attend the meeting in person, before the meeting, or during the meeting before the agenda item to be addressed, a person wishing to address the Board should fill out a yellow speaker card and deposit it in the box near the podium.
- 11.1.2 The Clerk shall ensure that members of the public have the ability to address the Board remotely via telephonic and ~~i~~Internet-based options. Instructions for public participation via remote options will be included on meeting agendas and on the County’s website.
- 11.1.3 When called upon, a speaker who attends the meeting in person should come to the podium. A speaker, whether attending in person or remotely, should state ~~his or her~~their name for the record, and, if speaking for an organization or other group, identify the organization or group represented. The Chair has the discretion to determine the order in which to call upon speakers for comment.
- 11.1.4 All remarks should be addressed to the Board as a whole, not to individual members, to the staff, or to the audience. Each person speaking from the floor or via remote participation shall obtain permission from the Chair.
- 11.1.5 Questions, if any, should be addressed to the Chair, who will determine whether or by whom an answer will be provided.
- 11.1.6 Each speaker wishing to comment on an agenda item not on the Consent agenda, including items removed from the Consent agenda, will have two minutes to comment on each item. This time may be extended or reduced, in the discretion of the Chair.
- 11.1.7 Any member of the public may comment on one or more items listed on the agenda as Consent items. Each speaker will be allowed two minutes to comment on the entire Consent agenda. This time may be extended or reduced, in the discretion of the Chair.
- 11.1.8 No speaker may yield time to another speaker.
- 11.1.9 A speaker utilizing the services of a translator will be allotted twice the amount of time to speak to ensure that non-English speakers receive the same opportunity to address the Board.
- 11.1.10 All speakers, especially those who anticipate making oral presentations or comments exceeding two minutes, are encouraged to submit comments in writing, in advance, to the Clerk for distribution to the Board and other

interested parties at the earliest feasible time before the meeting, but no later than 8:00 a.m. on the day of the meeting. Written comments may be submitted either by mail or via email: clerkoftheboard@cob.cccounty.us. The Board requests that a person providing written materials to the Board during a meeting submit an original and 10 copies. Such written comments will be distributed to members of the Board and staff. Comments submitted by mail or email will be included in the record of the meeting; but will not be read during the meeting.

11.1.11 ~~In order to~~To maintain a public meeting environment conducive to receiving public testimony from all sides of any issue, it is the Board's policy that the audience will be discouraged from engaging in audible or emotional displays of support or opposition to testimony provided. Behavior such as clapping, booing, hissing, and cheering can create an intimidating environment for people interested in giving public testimony and can unnecessarily lengthen Board meetings. Consequently, such behavior is discouraged.

11.1.12 Speakers should not present the same or substantially the same items or argument to the Board as presented by earlier speakers, or be profane in presenting their oral comments.

11.1.13 ~~In order to~~To expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject matter, the Chair may request that a spokesperson be chosen by the group to comment on its behalf.

11.1.14 Comments under the Public Comment portion of the agenda are limited to subjects within the subject matter jurisdiction of the County but are not listed as separate items on the agenda. These comments are limited to no more than two minutes per speaker. If numerous persons wish to make comments, the Chair may limit the Public Comment period to a specific amount of time; and/or may reduce the time limit per speaker.

~~11.1.13~~11.1.15 In the interest of facilitating the business of the Board, the total amount of time that a member of the public may use in addressing the Board on all agenda items, including all regular agenda items, Consent items, and Public Comment, is 10 minutes.

~~11.1.14~~11.1.16 To minimize distractions during public meetings, all personal communication devices, such as mobile phones, will be turned off or put in a non-audible mode during Board meetings.

~~11.1.15~~11.1.17 Any of the foregoing rules may be waived by the Chair or by a majority vote of the Board members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

~~11.1.16~~11.1.18 The rules set forth above are not exclusive and do not limit the inherent

power and general legal authority of the Board, or of its presiding officer, to govern the conduct of Board meetings as may be considered appropriate from time to time or in particular circumstances for purposes of orderly and effective conduct of the affairs of the County.

~~11.2 Addressing the Board – Public Comment. Comments under the Public Comment portion of the agenda are limited to subjects within the subject matter jurisdiction of the County but are not listed as separate items on the agenda. These comments are limited to no more than two minutes per speaker. If numerous persons wish to make comments, the Chair may limit the Public Comment period to a specific amount of time, and/or may reduce the time limit per speaker. Speakers are encouraged to submit written comments, either by mail or via email: clerkoftheboard@cob.eccounty.us. Written comments must be received by the Clerk before 8:00 a.m. on the day of the meeting in order to be considered at the meeting. Comments submitted by mail or email will be included in the record of the meeting, but will not be read during the meeting.~~

~~11.3~~11.2 Use of Acronyms. The Board discourages the use of acronyms, abbreviations, and industry-specific language in its meetings and written materials.

Rule 12. Public Hearings for Planning and Zoning Matters (Land Use Matters)

12.1 Order of Procedure. Unless the Chair in his or her discretion directs otherwise, the order for presentation of testimony on particular land use items shall be as follows:

12.1.1 Presentation by staff.

12.1.2 Documents. The Chair acknowledges receipt of any documents offered as evidence and filed with the Clerk before the hearing.

12.1.3 First Presentation. If the item is presented for Board approval (e.g., rezoning, development plan), the first presentation is by the project applicant, followed by public testimony. If the item is an appeal from a decision of a lower body (e.g., subdivision, land use permit), the first presentation is by the appellant, followed by the presentation by the project applicant. This presentation (or each presentation, if the item is an appeal) shall not exceed 10 minutes or the approximate length of the staff presentation, whichever is greater.

12.1.4 Public testimony. Each speaker shall have no more than two minutes.

12.1.5 Rebuttal. A rebuttal not exceeding five minutes may be made by the person making the first presentation.

12.1.6 Closing comments by staff.

12.1.7 Board discussion and decision.

12.2 Conduct of Hearings.

- 12.2.1 Witnesses' Testimony. Witnesses will not be sworn.
- 12.2.2 Rules of Evidence. The hearing will not be conducted according to technical judicial rules of evidence. Any relevant evidence may be considered if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. The Chair may exclude irrelevant or redundant testimony and may make such other rulings as may be necessary for the orderly conduct of the proceedings ensuring basic fairness and a full airing of the issues involved.
- 12.2.3 Transcripts. Any person desiring to have a hearing transcribed by a stenographic reporter at his or her own expense may do so, provided that he or she consults the Clerk to arrange facilities for such reporting prior to commencement of the hearing and advises the Clerk of the full name, business address, and telephone number of the reporter being used.
- 12.3 Exhibits.
- 12.3.1 Subject to paragraph 12.3.2, all exhibits, including documentary materials such as photographs, drawings, maps, charts, letters, petitions and other physical evidence, presented at a land use hearing shall be retained in the Board files as part of the record of the hearing.
- 12.3.2 Any staff exhibit (e.g., a general plan or area map) that has been or will be used in other land use hearings will be preserved by the Community Development Department for future reference. A notation indicating its location shall be made in the case file in any matter in which it has been used.
- 12.4 Questioning of Speakers and Staff. Any person desiring to direct a question to a speaker or staff member shall submit the question to the Chair, who shall determine whether the question is relevant to the subject of the hearing and whether or not it need be answered by the speaker or staff member.
- 12.5 Overriding Fairness. Notwithstanding the provisions of paragraph 12.1, the Board is committed to provide an applicant, appellant, or other person or entity with a substantial, direct property interest in an item, a full and fair hearing, based on the facts and circumstances of the particular matter, the nature and complexity of the particular issue, the number of persons wishing to be heard, and similar due process considerations. Toward this end, the Chair, in his or her discretion, may extend the time limits set forth in paragraph 12.1 and consider other procedural mechanisms.
- 12.6 Absent From Hearing. A Supervisor who was absent from all or part of a hearing may vote on the matter if the Supervisor states for the record that he or she has reviewed all evidence received during the absence and also states that he or she has either: (1) listened to the Clerk's recording, (2) watched the video, or (3) read a complete transcript of the proceedings that occurred during his or her absence.

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14.1.2 Agenda Requirement - All Locations Must be Listed. Each teleconference location and the meeting location must be shown on the agenda for the meeting. In addition, the agenda must provide an opportunity for members of the public to give public comment from each teleconference location. So, for example, if a Supervisor ~~is participating in a~~ Board Committee meeting from the County Administration Building and another Supervisor participates from the Supervisor's District Office, then the location for the meeting shown on the agenda would be, for example: 1025 Escobar Street, Martinez, CA, AND the address of the Supervisor's District Office. The Supervisor's Office would be considered a meeting location, and the public would be entitled to attend the meeting at the County Administration Building and at the Supervisor's Office that location. See paragraph 14.4 below. If each Supervisor participates in a Board Committee meeting from their District Office and the County Administration Building is not a meeting location because staff attends remotely, then the address of each Supervisor's District Office must be shown on the agenda as a meeting location and the public would be entitled to attend the meeting at each Supervisor's Office.

14.1.3 Agenda Requirement - Posting. In addition to the usual posting agenda locations and County website, an agenda will be posted at each teleconference location 96 hours in advance of the meeting. The Supervisor participating from the District office shall post the Agenda at the District office 96 hours in advance of the Board meeting.

- 14.1.4 Public Participation at Remote Location. Each teleconference location must be open and accessible to members of the public. Thus, if a Supervisor’s District Office is a teleconference location, it must be open to the public during the meeting. The Supervisor would need to have a speaker phone or computer with a microphone so that members of the public would be able to hear the meeting and address the Board directly from the Supervisor’s office.
 - 14.1.5 Roll Call Vote. All votes taken during a teleconference meeting under this Rule must be by roll call.
- 14.2 Rules for Participating by Teleconference for “Just Cause” or Due to “Emergency Circumstances”

The Brown Act permits individual members of the Board to participate in Board meetings by teleconference for “just cause” or due to “emergency circumstances” when certain legal requirements are met. (Gov. Code, § 53953 (f).) This provision of the Brown Act lasts until January 1, 2026.

- 14.2.1 Teleconference Participation for Just Cause. If a Supervisor wishes to attend a meeting remotely for “just cause,” the Supervisor must notify the Board at the earliest opportunity, up to and including the start of a regular meeting, of the need to participate remotely. The Supervisor must provide a general description of one of the following “just cause” circumstances: (i) there is a childcare or caregiving need for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner; (ii) a contagious illness that prevents the Supervisor from attending in person; (iii) a need related to a physical or mental disability that is not otherwise accommodated for; or (iv) travel while on official business of the Board or another state or local agency.
- 14.2.2 Teleconference Participation for Emergency Circumstances. If a Supervisor wishes to attend a meeting remotely due to “emergency circumstances,” the Supervisor must provide a general description of the need to appear remotely, which need not exceed 20 words or include any personal medical information. The Supervisor must make the request to participate remotely as soon as possible. “Emergency circumstances” is a physical or family medical emergency that prevents a Supervisor from attending in person.
- 14.2.3 Board Action Requirements. The Board need not take action to allow a Supervisor to attend virtually for “just cause.” To allow a Supervisor to attend virtually for “emergency circumstances,” the Board must take action on the request at the meeting. If there is insufficient time to include the item on a posted agenda, the Board may take action on the request at the beginning of the meeting and approval must be by majority vote. The Supervisor requesting the remote appearance for this reason may not vote on the request.
- 14.2.4 Participation Requirements. A Supervisor appearing by teleconference under this

Rule must participate in the meeting through both audio and visual technology.

- 14.2.5 Disclosure Requirements. A Supervisor appearing by teleconference under this Rule must publicly disclose at the meeting before any action is taken, whether any other individuals 18 years or older are in the room at the remote location with the Supervisor and the general nature of the Supervisor's relationship with such individual(s).
- 14.2.6 Quorum Required. The County Administrator must ensure that during the teleconference meeting conducted under this Rule, at least a quorum of the Board will participate in person, at a single, physical location identified on the agenda that is open to the public and situated within the County.
- 14.2.7 Limitations on Number of Remote Appearances. A Supervisor may not use a "just cause" reason to appear remotely for more than two meetings per calendar year. A Supervisor may not participate remotely under this Rule for more than three consecutive months or 20 percent of the regular meetings of the Board within the calendar year.
- 14.2.8 Roll Call. All votes taken during a teleconference meeting conducted under this Rule must be by roll call.
- 14.2.9 Technological and Access Requirements. If a Supervisor participates remotely under this Rule, the public must be able to remotely hear and visually observe the meeting and remotely address the Board, via a two-way audiovisual platform, or a two-way telephonic service and a live webcasting of the meeting.

Rule 15. Disruption of Meeting

- 15.1 For the purpose of ensuring the orderly conduct of the Board meeting, no whistles, horns, drums, noise makers, megaphones, air horns, bullhorns, or other amplified devices are allowed inside the County Administration Building while the meeting is in session.
- 15.2 Removing an Individual. The Brown Act permits the Chair to remove a disruptive individual from a Board meeting. (Gov. Code, § 54957.95.)
 - 15.2.1 Disruptive Behavior. An individual's behavior constitutes a disruption if the individual is engaging in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including, but not limited to, a failure to comply with the reasonable and lawful regulations of the Board and engaging in behavior that constitutes a use of force or a true threat of force.
 - 15.2.2 Threat of Force. A true threat of force is a threat that is sufficiently serious such that a reasonable observer would perceive it to be an actual threat to use force.
 - 15.2.3 Prior Warning. Before the removal, the Chair will warn the individual that the

individual's behavior is disrupting the meeting and that if the behavior does not stop, the individual may be removed from the meeting. No prior warning is required before removal if the individual's behavior constitutes a use of force or a true threat of force.

15.2.4 Removal. If the disruptive individual does not promptly stop the disruptive behavior, the Chair may have the individual removed from the meeting. The Chair may request the assistance of the Sheriff's Office staff in removing the individual from the meeting. Any person removed from a meeting shall be excluded from further attendance for the remainder of the meeting.

15.3 Clearing the Room. The Brown Act permits the Chair to clear the meeting room and continue in session if a meeting is willfully interrupted by a person or by a group or groups of persons so that the orderly conduct of the meeting becomes infeasible and order cannot be restored by removal of the disruptive individual(s) as set forth in Rule 16.2. In such case, the Chair may order the meeting room cleared and continue in session, as authorized by law (Gov. Code, § 54957.9), recess the meeting, or adjourn the meeting. If the Chair clears the meeting room and continues in session, duly accredited representatives of the press or other news media, except those participating in the disturbance, will be allowed to remain in the meeting room. The Chair may request the assistance of the Sheriff's Office staff in clearing the meeting room. Only those matters appearing on the posted agenda may be considered in such a session.

Rule 16. Civility

The Board desires to encourage civility and civil discourse in its meetings and to encourage County elected officers, staff, and the public to follow best practices for civility and civil discourse at Board meetings. Best practices for fostering civility and civil discourse include:

- Respecting the right of all people to hold different opinions.
- Avoiding rhetoric intended to humiliate, malign, or question the motivation of those whose opinions are different from others.
- Striving to understand differing perspectives.
- Choosing words carefully and avoiding personal attacks.
- Speaking truthfully without accusation and avoiding distortion of facts.
- Speaking out against violence, prejudice, and incivility should they occur at Board meetings, while also recognizing First Amendment rights, including the public's right to criticize programs, procedures, policies, or services of the County or the acts or omissions of the Board, elected officials, advisory bodies, and staff.

The Board desires to build a civil political community in which each person is respected, and spirited public and political debate is aimed at the betterment of Contra Costa County and its people and not at the disparagement of others. The Board therefore encourages all County elected officers, staff, and the public to endeavor to adhere to and promote the best practices for civility and civil discourse in conducting business at all Board meetings. Under Resolution No. 2022/73, all those participating in all public meetings should aspire to follow these best practices.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: April 4, 2023

Subject: Proclamation of Local Emergency Due to Uncommon and Extreme Weather in Contra Costa County

RECOMMENDATION(S):

ADOPT Resolution No. 2023/110 ratifying the County Administrator's proclamation of a local emergency due to continued extreme weather conditions impacting Contra Costa County.

FISCAL IMPACT:

The Sheriff's Office of Emergency Services has identified a total of \$49.3 million in damages from the uncommon and extreme weather conditions since January 2023 countywide, including within city jurisdictions. Of that amount, \$10.9 million is related to specific damage to unincorporated public infrastructure or facilities for which the County is responsible. These figures will continue to increase as more damage is evaluated and becomes known.

BACKGROUND:

The State of California, including Contra Costa County, has been responding to extreme and uncommon weather events that began on December 27, 2022. A series of severe rainstorms has led to widespread flooding, mudslides, sinkholes, and damage to public infrastructure, including flood control facilities and roadways across the state. The effects of the storms continue to be dynamic and have persisted through the months of February and March.

These conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County. The majority of the damage has occurred on or along county-maintained roads and flood control infrastructure.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

, County Administrator and Clerk of the Board of Supervisors

Contact: Timothy Ewell, (925) 655-2043

By: , Deputy

cc:

BACKGROUND: (CONT'D)

County Administrator Issues January 2023 Emergency Proclamation

In response to the damage from the January storms, the County Administrator issued an emergency proclamation on January 10, 2023, which allows the County to seek reimbursement from state and federal sources. Subsequent to the action of the County Administrator, the Federal Emergency Management Agency (FEMA) issued a disaster declaration on January 14, 2023 for most areas within California, including Contra Costa County. The Board of Supervisors ultimately ratified the County Administrator's emergency proclamation on January 17, 2023.

Federal Cost Recovery Authorized

FEMA's disaster declaration authorized both Individual Assistance and Public Assistance for Contra Costa County. Individual Assistance allowed residents negatively impacted by the disaster to pursue federal relief directly through FEMA and other agencies. Public Assistance allows the County and municipalities negatively impacted by the disaster to pursue cost recovery through the Robert T. Stafford Act up to a 75% federal share of the eligible costs of the damage. FEMA has closed the window for residents to submit applications for Individual Assistance and Public Assistance claims are due in the coming months. Typically, Public Assistance reimbursement claims take up to 36 months for a final disposition from FEMA to the jurisdiction making the claim.

County Administrator Issues March 2023 Emergency Proclamation

The Federal disaster incident period for the January 2023 storm events was December 27, 2022 through January 31, 2023; however, California continues to be impacted by uncommon weather activity causing significant damage to public infrastructure.

At the request of the Governor's Office of Emergency Services (CalOES), the County Administrator issued a subsequent emergency proclamation on March 28, 2023, specifically noting that the County has continuously been responding to storm damage since January. The goal is to seek federal reimbursement for eligible storm related costs incurred by the County up to the 75% federal cost share level.

Today's action requests that the Board of Supervisors ratify the actions of the County Administrator on March 28, 2023, proclaiming a local emergency due to uncommon weather conditions within the County.

CONSEQUENCE OF NEGATIVE ACTION:

The attached proclamation of a local emergency is necessary to potentially claim reimbursement for cost impacts incurred as part of responding to the storms.

ATTACHMENTS

Resolution 2023/110

County Administrator's Emergency Proclamation, March 28, 2023

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

Adopted this Resolution on 04/04/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2023/110

IN THE MATTER OF: Ratifying the County Administrator's Proclamation of Local Emergency (Gov. Code, § 8630)

The Board of Supervisors of Contra Costa County **RESOLVES** as follows:

Section 42-2.802 of the County Ordinance Code empowers the County Administrator, as the Administrator of Emergency Services, to proclaim the existence of a local emergency when the County is affected or likely to be affected by a public calamity and the Board is not in session. To remain in effect for a period in excess of seven days, a local emergency proclaimed by the County Administrator must be ratified by the Board of Supervisors. The Board of Supervisors hereby finds that:

1. Conditions of disaster or extreme peril to the safety of persons and property have arisen within the County, caused by uncommon and extreme storm conditions consisting of heavy rainfall and high winds, causing sustained runoff and flooding, downed trees, damage to flood control infrastructure and County roads, and related damage Countywide.
2. These conditions of disaster or extreme peril to the safety of persons and property warranted and necessitated the proclamation of the existence of a local emergency.
3. Extreme and uncommon weather conditions have persisted since first declaring an emergency proclamation on January 10, 2023 related to extreme weather conditions.
4. The County Administrator proclaimed a local emergency within the County on March 28, 2023, after conferring with one or more members of this Board.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the proclamation of a local emergency, as issued by the County Administrator, is ratified by this Board.

IT IS FURTHER PROCLAIMED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by this Board, subject to this Board's reviewing the need for continuing this proclamation of local emergency at least every 60 days.

I hereby certify that this 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: Timothy Ewell, (925) 655-2043

ATTESTED: April 4, 2023
_____, County Administrator and Clerk of the Board of Supervisors

By: _____, Deputy

cc:

**CONTRA COSTA COUNTY
PROCLAMATION OF LOCAL EMERGENCY
(by County Administrator)**

Section 42-2.802 of the Contra Costa County Ordinance Code (Gov. Code, §8630) empowers the County Administrator, as the Administrator of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the Board of Supervisors is not in session.

The County Administrator of Contra Costa County does hereby find that:


1. Conditions of extreme peril to the safety of persons and property have arisen within the County, caused by a continuous series of uncommon and extreme weather conditions consisting of heavy rainfall and high winds, causing flooding, downed trees, and damage to flood control infrastructure and County roads, and related damage Countywide. The County has continuously responded to road and infrastructure damage throughout Contra Costa since January 28, 2023.
2. These conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County.
3. The County is incurring financial impacts from the uncommon and extreme weather conditions that will likely exceed available financial resources, necessitating state and federal financial assistance through the California Disaster Assistance Act and the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
4. The Board of Supervisors of the County of Contra Costa is not in session (and cannot immediately be called into session).
5. The County Administrator has conferred with one or more members of the Board of Supervisors.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout Contra Costa County.

IT IS FURTHER PROCLAIMED AND ORDERED that, during the existence of this local emergency, the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances and resolutions of this County, and by the County of Contra Costa Emergency Operations Plan.

IT IS FURTHER PROCLAIMED AND ORDERED that this local emergency shall not remain in effect more than seven days unless this Proclamation is ratified by the Board of Supervisors.

Dated: 3/28/2023

DocuSigned by:

 By: 888F00103E8B45D...
 Monica Nino, County Administrator
 County of Contra Costa



Contra
Costa
County

To: Board of Supervisors
From: FAMILY & HUMAN SERVICES COMMITTEE
Date: April 4, 2023

Subject: Council on Homelessness 2022 Quarter 4 Report

RECOMMENDATION(S):

ACCEPT the 2022 Quarter 4 report from the Council on Homelessness.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

In November 2014, the Board approved “Forging Ahead Towards Preventing and Ending Homelessness: An Update to Contra Costa’s 2004 Strategic Plan,” that renewed the County’s 2004 plan with the latest data, best practices, and community feedback and reaffirmed the County’s commitment to the Housing First approach. As such, “Forging Ahead” establishes this guiding principle:

“Homelessness is first a housing issue, and necessary supports and services are critical to help people remain housed. Our system must be nimble and flexible enough to respond through shared responsibility, accountability, and transparency of the community.”

The Strategic Plan Update identifies two goals:

- 1) Decrease the length of time people experience homelessness by focusing on providing Permanent Housing

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Enid Mendoza, (925) 655-2051

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and Services; and

2) Decrease the percentage of people who become homeless by providing Prevention activities.

To achieve these goals, three strategies emerged:

- Implement a coordinated entry/assessment system to streamline access to housing and services while addressing barriers, getting the right resources to the right people at the right time;
- Use best, promising, and most effective practices to give the consumer the best possible experience through the strategic use of resources; and
- Develop the most effective platforms to provide access, support advocacy, and connect to the community about homelessness and available resources.

The Homeless Program of the Health, Housing and Homeless Services Division partners with the Homeless Advisory Board and Continuum of Care to develop and carry out an annual action plan that identifies the objectives and benchmarks related to each of the goals and strategies of Forging Ahead. Further, the Homeless Program incorporates the strategic plan goals into its own delivery system of comprehensive services, interim housing and permanent supportive housing as well as contracting with community agencies to provide additional homeless services and housing with the goal of ending homelessness in our community.

On February 27, 2023, the Family and Human Services Committee accepted the attached 2022 Quarter 4 report from the Council on Homelessness and directed staff to forward the report to the Board of Supervisors for their information.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not receive the information included in the 2022 Quarter 4 report from the Council on Homelessness.

ATTACHMENTS

Council on Homelessness Q4 2022 Report



STAFF REPORT FROM THE CONTRA COSTA COUNCIL ON HOMELESSNESS

***Contra Costa County Homeless System of Care Quarterly Report for
Quarter 4 of 2022 (October-December)***

LETTER FROM THE CHAIR AND VICE CHAIR

Dear Contra Costa County Board of Supervisors,

This quarter brought concrete work plans for a number of our committees, system changes to better amplify the voices of people with a lived experience of homelessness and many wonderful tools and events to mark Homelessness Awareness Month. Next quarter we look forward to kicking off a number of new and/or ad hoc committees to keep the work moving and seeing what wonderful programs and services come to fruition with the Measure X funding opportunities.

Sincerely,

Juno Hedrick, Chair of the Council on Homelessness

and

Jo Bruno, Vice Chair of the Council on Homelessness



INTRODUCTION

The Contra Costa Council on Homelessness (CoH) is the governing and oversight body for the County homeless Continuum of Care (CoC) and is appointed by the Board of Supervisors. The Council provides advice and input to the Board of Supervisors on the operations of homeless services, program operations, and program development efforts in Contra Costa County. The Contra Costa Council on Homelessness is the governing body for the Contra Costa County Continuum of Care (CoC).

The Contra Costa CoC is comprised of multiple partners, including service providers, members of faith communities, local businesses, private and public funders, community members, education systems and law enforcement, and others who are working collaboratively to end homelessness. The COH and COC are supported by Contra Costa Health Services Health, Housing & Homeless Services (H3) Division. H3 functions as the CoC administrative entity and collaborative applicant, CoC Lead Agency and Homeless Management Information System (HMIS database) Lead Agency.

The purpose of this report is to share information about the CoC and COH activities with the Contra Costa County Board of Supervisors and to provide recommendations from the COH to the County Board of Supervisors on long range planning and policy formulation that would support the county homeless CoC. This report includes information on system data, funding and policy activities, and CoC initiatives. All information will reflect activities and data for the prior quarter.

This report was produced on behalf of the CoH by H3 in collaboration with the CoH and CoC partners.

SYSTEM FUNDING

This quarter the CoC continued to evaluate the system of care and pursued funding opportunities to address the gaps in Contra Costa's homeless system, including our largest source of funding, the Housing and Urban Development (HUD) Continuum of Care (CoC) Notice of Funding Opportunity (NOFO).

FEDERAL

HUD Unsheltered NOFO: In late June, the U.S. Department of Housing and Urban Development (HUD) released a first-of-its-kind package of resources to address unsheltered homelessness and homeless encampments, including funds set aside specifically to address homelessness in rural communities. Contra Costa submitted an application and is waiting for more information about awards.



Housing Stability Voucher Program: In October, Housing Authority of Contra Costa County, with support from the CoC, submitted a Letter of Intent to HUD to request Housing Stability Vouchers. These vouchers will be prioritized for Public Housing Agencies and CoCs who are awarded through the HUD Unsheltered NOFO. These vouchers are highly sought after and are competitively awarded. Contra Costa submitted an application and is waiting for more information about awards.

STATE

Bringing Families Home: The Bringing Families Home Program, funded by the State of California Department of Social Services (CDSS), will provide housing supports and services to referred families receiving Contra Costa County child welfare services who are experiencing, or at risk of, homelessness, thereby increasing family reunification and preventing foster care placement. The RFQ process took place in October and November 2022 and contract was awarded to Caminar. Services are slated to start in February 2023.

Homeless, Housing and Assistance Program (HHAP): HHAP Round 3 is a \$1 billion grant through the California Interagency Council on Homelessness (Cal-ICH) that provides local jurisdictions, including federally recognized tribal governments, with flexible funding to continue efforts to end and prevent homelessness in their communities. HHAP Round 4 was submitted in November and additional revisions were requested to HHAP 3 applications statewide, including Contra Costa County.

Homekey 3: The RFP release date was pushed from September 2022 to March 2023. H3 will apply when the RFP is released.

LOCAL

Measure X: The Council heard updates from Health, Housing and Homeless Services about the RFP process for Measure X funding allocated for housing/homeless services.

SYSTEM INITIATIVES

The CoC regularly engages in multiple activities, partnerships, evaluations, and improvement that are designed to improve services to clients and achieve various system goals.

Equity: The Equity Committee finalized a Work Plan to achieve this 2023 goal: *Create accessible information, outreach, and educational materials to engage hard to reach or previously unreached communities in Contra Costa County.*

Engagement of People with Lived Experience of Homelessness:



- **Recruitment:** The Council actively recruited for applicants for the Lived Experience seat and Youth Representative on the Council and received 10 qualified applications (plus 3 more that did not complete the application process) for the Lived Experience Advisor seat and one for the Youth Representative seat. Staff added two “Office Hours” (one remote and one in person) to support people with the application process. The Council ultimately selected Jo Bruno and Juno Hedrick for Lived Experience Seats and Anastasia Padilla for the Youth Representative Seat.
- **Homelessness Awareness Month:** A number of people with lived experience of homelessness were deeply involved in this quarter’s Homelessness Awareness Month activities, including helping develop the toolkit; conducting and being the subject of interviews for the short video; participating in the panel discussion; nominating and being nominated for candidates for the Thriving in the Face of Homelessness recognition category; and the Chair and Vice Chair, both who have a lived experience of homelessness, led the presentation to the Board of Supervisors.
- **Policies and Procedures:** H3, as staff to the Council and other CoC activities made progress researching and developing policies and procedures, including a compensation policy, for engaging people with a lived experience of homelessness in system level work.

HMIS Evaluation: H3 contracted with Focus Strategies to assess the configuration and use of the Homeless Management Information System (HMIS) to ensure that HMIS workflows, data and reporting enable providers to be successful with new program models and performance-based contracting. H3 and Focus Strategies worked on data collection through surveys, focus groups, and one-on-one interviews with partner providers, H3 staff, and people experiencing homelessness to get a robust understanding of challenges and opportunities in the HMIS. H3 and Focus Strategies share initial findings with the HMIS Policy Committee in November and discussed recommendations. In December 2022, Focus Strategies provided H3 with the final report based on feedback gathered through data collection activities.

Homelessness Awareness Month: To mark Homelessness Awareness Month (November), the Council on Homelessness supported the following activities:

- Development of a 100+ page toolkit (<https://cchealth.org/h3/coc/pdf/Homeless-Awarenes-Toolkit-2022.pdf>)
- Creation of a short video amplifying the voices of people with lived experience of homelessness (<https://express.adobe.com/video/kP6MsvYeoN4te>)
- Recognition of over 40 outstanding individuals and agencies impacting homelessness (<https://cchealth.org/h3/coc/advocate.php>)
- Presentation about Homelessness Awareness Month and sought adoption of a Resolution Declaring November Homelessness Awareness Month to the Board of Supervisors on 11/8.
- Hosting of a CoC Learning Hub on 11/14 called "R.O.O.T.S: Reflecting On Our Truth And Stories", a panel discussion featuring people with lived experience in our community. A



recording of the Learning Hub can be viewed here:

<https://www.youtube.com/watch?v=-CeQjhH7gk> .

- Hosting of a Homeless Person's Memorial Event on 12/21 with a number of community and faith leaders (<https://youtu.be/7Cvv9pAbCkc>)
- Requested the Board of Supervisors adopt a resolution declaring 12/21 Homeless Person's Memorial Day.

Monitoring: Homebase is leading the 2022 monitoring process for 19 Continuum of Care-funded projects and will ensure grant activities are following the Department of Housing and Urban Development rules and regulations; improve individual program performance; and increase provider capacity regarding Continuum of Care compliance and financial management. An update on the Monitoring process was provided to the Oversight committee in November.

Performance Based Contracting: After training providers on how to use their performance Health, Housing and Homeless Services (H3) began monitoring performance of programs within the program models through the performance dashboards created in the Homeless Management Information System (HMIS) by the Research, Evaluation and Data (RED) team at H3 with the first quarterly report due in December.

COLLABORATIONS

Homeless Services-Workforce Development Integration (H-WIN)- These quarterly provide an opportunity for people working in Homeless Services and Workforce Development in Contra Costa to connect with and understand each other's resources and services. One meeting was held this quarter (10/12/22), with 30 partners in attendance.

REGIONAL ACTION PLAN

Contra Costa is committed to the Regional Action plan which aims to reduce unsheltered homelessness by 75% by 2024. The Regional Action Plan proposes a 1-2-4 framework which posits that to accomplish this reduction, for every 1 additional interim housing unit funded, 2 permanent housing solutions, and 4 prevention interventions are needed.

PATH Innovations Committee: The Plan for Accelerating Transformative Housing (PATH) Innovations Committee of the Council on Homelessness refined their work to examine prevention and rapid exit resources as mechanisms to reduce unsheltered homelessness. The committee also engaged with prevention and rapid exit providers to understand referral processes, program components, and outcomes. The committee drafted and finalized a work plan for 2023 to identify priorities and activities for the upcoming year.

Funding Opportunities: All of the funding opportunities mentioned earlier in the report would support Contra Costa's efforts to achieve the Regional Action Plan goal of reducing unsheltered homelessness by 75% by 2024.



GOVERNANCE/REPORTING

- The Chair and Vice Chair presented the Q3 Council on Homelessness report, proposed revisions to bylaws and proposed slate of new Council members at the November FHS Committee meeting.
- The revised bylaws were approved by the Board of Supervisors in December 2022 and included the conversion of Public Safety #1 Seat to Lived Experience Advisor #2 Seat; refined transparency and equitable practices section with emphasis on engagement of people with a lived experience of homelessness in Committee and Working Group activities; revised terms of Chair and Vice Chair from 2 years to 1 year to account for staggered expiration of seats and revised/Clarified Committees and Working Group names and descriptions.
 - Governance Committee will convene in Q1, 2023 and will agendize discussion of seat composition, including possible addition of new seats, such as a Landlord Representative seat, as suggested by this Committee during our last Quarterly report presentation.
- The proposed new Council members were approved by the BOS on 12/13/22. (See Appendix B for Roster with District information included, as requested).
- Submitted the annual Advisory Committee report to Clerk of the Board in December 2022.

MEETINGS, TRAININGS AND EVENTS

Council on Homelessness (COH) Meetings: The Council on Homelessness held three (3) regular business meetings. In addition to the regular Council on Homelessness meetings, the following committees met:

Committee	Purpose
Equity Committee	Create accessible information, outreach, and educational materials to engage hard to reach or previously unreached communities in Contra Costa County.
HMIS Policy Committee	Develops and shares updates on HMIS policies and practices, compliance, and troubleshooting; Plans technical assistance and training; Informs standards of practice and monitoring
Homelessness Awareness Month Planning Committee	Developing materials, tools and events to mark Homelessness Awareness Month in November.
Nominating Committee	Reviews and revises application process for potential new CoH members and provides recommendations to the full Council.



Oversight Committee	Reviewing and assessing the development, implementation, and improvement of the CoC, Coordinated Entry System, HMIS database, and system outcomes
PATH Innovation Committee	Work towards the goal of reducing unsheltered homeless in Contra Costa County by 75% by 2024

Trainings

- Trauma Informed Care (10/24/22)
- Motivational Interviewing (11/28/22)
- Case Management (12/12/22)

Events

- CoC Provider Meetings (3)
- CoC Learning Hub: "R.O.O.T.S: Reflecting On Our Truth And Stories (11/14)
- H-WIN meeting (10/12)
- Homeless Person’s Memorial Event (12/21)

The recordings, minutes and materials for trainings and meetings can be found on the H3 website¹ and on the County agenda center², and a calendar of upcoming meetings and events can be found on the H3 website.

RECOMMENDATIONS

- Direct county departments to build on partnerships created through Measure X, Homekey, and CalAIM to maximize funding toward resources dedicated to people experiencing homelessness in Contra Costa.

¹ <https://cchealth.org/h3/coc/partners.php#Training>

² <https://www.contracosta.ca.gov/agendacenter>



APPENDIX A

Commonly Used Acronyms and Terms

Acronym	Definition
APR	Annual Performance Report (for HUD homeless programs)
BIPOC	Black and Indigenous People of Color
CARE	Coordinated Assessment and Resource
CCYCS	Contra Costa Youth Continuum of Services
CDBG, CDBG-CV	Community Development Block Grant (federal and state programs) and the federal Community Development Block Grant CARES Act coronavirus allocation.
CESH	California Emergency Solutions and Housing program (state funding)
Continuum of Care (CoC)	Continuum of Care approach to assistance to the homeless. Federal grant program promoting and funding permanent solutions to homelessness.
Con Plan	Consolidated Plan, a locally developed plan for housing assistance and urban development under CDBG.
CORE	Coordinated Outreach Referral, Engagement program
COVID-19	Coronavirus
DCD	(Contra Costa County) Department of Conservation and Development
DOC	Department Operations Center
EHSD	(Contra Costa County) Employment and Human Services Division
EOC	Emergency Operations Center
ESG and ESG-CV	Emergency Solutions Grant (federal and state program) and the federal Emergency Solutions Grant CARES Act coronavirus allocation.
ESG-CV	Emergency Solutions Grant CARES
FMR	Fair Market Rent (maximum rent for Section 8 rental assistance/CoC grants)
HCD	Housing and Community Development (State office)
HEAP	Homeless Emergency Aid Program (State funding)
HEARTH	Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009
HHAP	Homeless Housing and Assistance Program
HMIS	Homeless Management Information System
HOME	Home Investment Partnerships (CPD program)
HUD	U.S. Department of Housing and Urban Development (federal)
MHSA	Mental Health Services Act
NOFA/NOFO	Notice of Funding Availability/ Notice of Funding Opportunity
PHA	Public Housing Authority
PUI	Persons Under Investigation
PWLE	People With Lived Experience of Homelessness
SAMHSA	Substance Abuse & Mental Health Services Administration
SRO	Single-Room Occupancy housing units
SSDI	Social Security Disability Income
SSI	Supplemental Security Income
TA	Technical Assistance



TAY	Transition Age Youth (usually ages 18-24)
VA	Veterans Affairs (U.S. Department of)
VASH	Veterans Affairs Supportive Housing
VI-SPDAT	Vulnerability Index – Service Prioritization Decision Assistance Tool

Contra Costa County COVID-19 Resources:

Please see below for additional resources on COVID-19.

- *Health Services COVID Data Dashboard-* <https://www.coronavirus.cchealth.org/dashboard>
- *Health Services Homeless Specific Data Dashboard-* <https://www.coronavirus.cchealth.org/homeless-dashboard>
- *Health Services COVID Updates-* <https://www.coronavirus.cchealth.org/health-services-updates>
- *Health Services Homeless-Specific COVID Resources* -<https://www.coronavirus.cchealth.org/for-the-homeless>



APPENDIX B

Council on Homelessness 2023 Members

	Seat Name	Appointee	Affiliation	District Live	District Work	Term Ends
1.	Affordable Housing Developer Representative	Iman Novin	Novin Development Consulting	4	All	12.31.24
2.	Behavioral Health Representative	Margaret Schlitz	Portia Bell HumeCenter's West County FSP program	N/A	1	12.31.24
3.	City Government Representative	Teri House	CDBG Consultant, City of Antioch	5	3 & 5	12.31.24
4.	CoC/ESG Program Grantee Representative	Leslie Gleason	Executive Director, Trinity Center	N/A	4	12.31.23
5.	Community Member Representative	Keva Dean		1	5	12.31.23
6.	Education and Vocational Services Representative	Alejandra Chamberlain	Homeless Education Liaison, Contra Costa Office of Education	3	All	12.31.24
7.	Emergency Solutions Grants Representative	Gabriel Lemus	Contra Costa Department of Conservation and Development	5	All	12.31.24
8.	Employment and Human Services (EHSD) Representative	Angela Bullock-Hayes	Division Manager, EHSD	3	4	12.31.23
9.	Faith Community Representative	Wayne Earl	Pastor, Rock Harbor Christian Fellowship	1	1	12.31.23
10.	Health Care Representative	Mia Fairbanks	Healthcare for the Homeless	5	All	12.31.24
11.	Homeless Service Provider Representative	Deanne Pearn	Executive Director, Hope Solutions	2	All	12.31.24
12.	Lived Experience Advisor #1	Juno Hedrick		1	N/A	12.31.24
13.	Lived Experience Advisor #2	Jo Bruno	Person with lived experience	3	3	12.31.24
14.	Public Housing Authority Representative	Tony Ucciferri	Special Assistant to the Executive Director, Housing Authority of County of Contra Costa	4	5	12.31.23



COH QUARTERLY REPORT

15.	Public Safety Representative #2	Shawn Ray	Lieutenant, San Pablo Police Department	2	1	12.31.23
16.	Reentry Services Representative	Pat Mims	Director, Reentry Success Center	1	1	12.31.23
17.	Veterans Administration Representative	Jai De Lotto	Northern California VA Healthcare System	N/A	All	12.31.24
18.	Workforce Development Representative	Janae Thomas	Swords to Plowshares	N/A	All	12.31.24
19.	Youth Representative	Anastasia Flores	TAY with Lived Experience	1	N/A	12.31.24



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: April 4, 2023

Subject: Standstill Agreement with Alves Lane, L.P. and CalHFA for Affordable Housing Financing

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a standstill agreement, in substantially same form as the attached, with Alves Lane, L.P. and the California Housing Finance Agency (CalHFA), in connection with an inclusionary housing and density bonus developer agreement, to permit financing for the Alves Lane Apartments Project in the Bay Point area.

FISCAL IMPACT:

There is no fiscal impact on the County.

BACKGROUND:

Alves Lane Apartments (Development), located on two parcels on Alves Lane and Canal Road, east of Virginia Drive and west of Chadwick Lane in Bay Point, is a development of 100 residential rental units, including 18 one-bedroom units, 36 two-bedroom units, 36 three-bedroom units, and 10 four-bedroom units, all located in one building. The Development was subject to the County's Inclusionary Housing Ordinance, and the approval of the Development included conditions requiring the construction and rental of 13 inclusionary units on site. The developer, Alves Lane L.P., submitted and County staff approved an inclusionary housing plan and request for a density bonus on March 31, 2022. As required by the County's inclusionary housing ordinance and density bonus ordinance, an inclusionary housing developer agreement between the developer and the County was then developed. The inclusionary housing developer agreement between the developer and the County was approved by the Board on December 13, 2022 and recorded against the Development property on February 7, 2023.

The inclusionary housing developer agreement requires Alves Lane L.P., to construct and rent 13 affordable units as part of the Development. The inclusionary housing developer agreement also covers the ongoing obligations of the developer and the County over the 55-year term, under which the 13 units will be provided as affordable housing units.

The California Housing Finance Agency (CalHFA) is providing the permanent financing for the Development. CalHFA and the developer provided a draft standstill agreement and an estoppel certificate to County staff for their review as part of the process in securing the permanent financing. The estoppel certificate is to state and certify that County staff has determined that the developer is in compliance with the County's inclusionary housing developer agreement, and that, to staff's knowledge, the developer has not triggered an event of default. After determining the developer is in compliance, staff executed an estoppel certificate on March 7, 2023.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Cathy Remick, 925-655-2887

By: , Deputy

cc:

BACKGROUND: (CONT'D)

A form standstill agreement between the County, the developer, and CalHFA is required to be approved by the County in order for the developer to secure the permanent financing for the Development. The two provisions of the form standstill agreement that primarily affect the County's interest indicate the following:

1. The County will not exercise certain remedies and rights under its affordability restrictions during the standstill term where the standstill term is defined as the time when CalHFA becomes owner of the Development due to judicial foreclosure sale, non-judicial foreclosure, deed-in-lieu of foreclosure, or otherwise, and until such time that CalHFA is no longer the owner.
2. During the standstill term, the eligible household income for the affordable units shall be no more than 60 percent of Area Median Income (AMI) and that the maximum rent that may be charged for the affordable units to no more than 1/12th of 30 percent of 60 percent of AMI.

The final standstill agreement is expected to be executed at permanent loan closing which is anticipated to take place in 2025. This Board action is to approve the form standstill agreement, in substantially same form as attached. In the case the form standstill agreement requires substantive changes prior to execution, staff will return to the Board for approval of those substantive changes.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the form standstill agreement would prevent the permanent financing of the Alves Lane Development, which includes 13 affordable housing units.

ATTACHMENTS

Standstill Template

**FREE RECORDING REQUESTED
PURSUANT TO GOVERNMENT CODE
SECTION 27383**

Recording requested by and
when recorded return to:

CALIFORNIA HOUSING FINANCE AGENCY
Office of General Counsel
500 Capitol Mall, Suite 1400
Sacramento, CA 95814

(space above this line for Recorder's use)

STANDSTILL AGREEMENT

THIS STANDSTILL AGREEMENT dated as of _____ 1, 202__ for informational purposes (the “**Agreement**”), is entered into by and between the County of Contra Costa, a political subdivision of the State of California (“**Locality**”), Alves Lane, L.P., a California limited partnership (“**Borrower**”), and the California Housing Finance Agency (“**CalHFA**”) a public instrumentality and a political subdivision of the State of California in connection with a loan by CalHFA to Borrower to finance a multifamily residential rental housing project on real property located in the City of Bay Point, County of Contra Costa, California and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (“**Project**”). Unless otherwise noted, references to instruments recorded in “Official Records” refer to instruments recorded in the Office of the County Recorder of the County of Contra Costa. Capitalized terms not defined herein shall have the meaning as set forth in the Locality Affordability Restrictions (as defined below).

RECITALS

A. WHEREAS, Borrower and the Locality have encumbered the Project with the following document related to the financing and/or development of the Project:

1. That certain “Density Bonus and Inclusionary Housing Developer Agreement (Alves Lane Apartments)” dated as of December 20, 2022 (the “**Locality Affordability Restrictions**”) by and between the Locality and the Borrower and recorded in the Official Records as Instrument No. 2023-0010833.

B. WHEREAS, CalHFA is making, contemporaneously with the making of this Agreement, a first mortgage loan to Borrower (the “**Permanent Loan**”) and a second mortgage subsidy loan (the “**Subsidy Loan**”) (collectively the Permanent Loan and the Subsidy Loan shall be referred to herein as the “**CalHFA Loan**”).

1. The Permanent Loan is evidenced by a loan agreement and a promissory note from the Borrower to CalHFA in the face amount of Twenty Million Three Hundred Fifty-One Thousand and No/100 Dollars (\$20,351,000.00) and a deed of trust securing the obligations of the promissory note for the Permanent Loan and the Permanent Regulatory Agreement, described below. The deed of trust was executed by Borrower, as trustor, to Old Republic Title Company, as trustee, in favor of CalHFA, as beneficiary, and is entitled “California Housing Finance Agency, Permanent Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing, CalHFA Development No. 22-007-A/X/N, Permanent Financing, HUD Risk Sharing Program/FFB” dated _____ 1, 202__ (the “**Permanent Deed of Trust**”) to be recorded in the Official Records contemporaneously with this Agreement. The Project shall also be regulated and encumbered by a regulatory agreement executed by Borrower and CalHFA entitled “California Housing Finance Agency, Regulatory Agreement, CalHFA Development No. 22-007-A/X/N, Permanent Financing, HUD Risk Sharing Program/FFB” dated as of _____ 1, 202__ (the “**Permanent Regulatory Agreement**”) to be recorded in the Official Records contemporaneously with this Agreement.

2. The Subsidy Loan is evidenced by a promissory note from the Borrower to CalHFA in the face amount of Seven Million Three Hundred Sixty Thousand Four Hundred Three and No/100 Dollars (\$7,360,403.00) and a deed of trust securing the obligations of the promissory note for the Subsidy Loan and the Subsidy Regulatory Agreement, described below. The deed of trust was executed by Borrower, as trustor, to Old Republic Title Company, as trustee, in favor of CalHFA, as beneficiary, and is entitled “California Housing Finance Agency Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing, CalHFA Development No. 22-007-A/X/N, Mixed-Income Program/Residual Receipts” dated _____ 1, 202__ (the “**Subsidy Deed of Trust**”) to be recorded in the Official Records contemporaneously with this Agreement. The Project shall also be regulated and encumbered by a regulatory agreement executed by Borrower and CalHFA entitled “California Housing Finance Agency, Regulatory Agreement, CalHFA Development No. 22-007-A/X/N, Mixed-Income Program/Residual Receipts” dated as of _____ 1, 202__ (the “**Subsidy Regulatory Agreement**”) to be recorded in the Official Records contemporaneously with this Agreement.]

3. In addition, CalHFA has or will be filing a UCC Financing Statement with the Secretary of State evidencing Borrower's granting a security interest in the Project (“**UCC Statement**”). The Permanent Regulatory Agreement, Subsidy Regulatory Agreement, Permanent Deed of Trust, Subsidy Deed of Trust and related documents, and the UCC Statement shall hereafter be collectively referred to herein as the “CalHFA Documents”.

C. WHEREAS, it is a condition precedent to CalHFA making the CalHFA Loan that Locality not exercise certain remedies and/or rights under the Locality Affordability Restrictions against CalHFA during the Standstill Term (as defined below).

D. WHEREAS, it is beneficial to all parties that CalHFA make the CalHFA Loan, and Locality is willing to not exercise certain remedies and/or rights under the Locality Affordability Restrictions for the Standstill Term (as defined below) in order that the CalHFA Loan be made.

NOW THEREFORE, in consideration of the foregoing and other consideration the receipt and sufficiency of which are hereby acknowledged, and in order to induce CalHFA to make the CalHFA Loan, the parties hereto agree as follows:

1. Standstill Agreement.

a. Locality hereby agrees that in the event CalHFA becomes the Owner of the Project pursuant to judicial foreclosure sale, non-judicial foreclosure, deed-in-lieu of foreclosure, or otherwise, and until such time that CalHFA is no longer the Owner of the Project (the “**Standstill Term**”), Locality shall not exercise any of the remedies, requirements and/or rights under the following Locality Affordability Restrictions Sections or Subsections thereof: 3, 7, 11-16, 18, 19, 20, and 25 (the “**Standstill Provisions**”). During any Standstill Term the sole remedy against CalHFA for a violation of the Locality Affordability Restriction’s affordability limitations found in Section 6, 8, 9, 10, and 17, of the Locality Affordability Restrictions (the “**Affordability Limitations**”), shall be Locality’s right to exercise equitable remedies, including specific performance, if the violation remains uncured for ninety (90) days from notice by the Locality, to Borrower or its successor in interest, including CalHFA, of such violation (if the nature of such default reasonably requires more than ninety (90) days, Agency shall not be in default under the Locality Affordability Restrictions if Agency has commenced such cure and is diligently pursuing the same). If CalHFA has become the owner, then upon a sale, conveyance, transfer or otherwise from CalHFA to another entity (“**Successor Entity**”), Locality and CalHFA agree that the Successor Entity shall become the new owner of the Project and shall be subject to all provisions of the Locality Affordability Restrictions, including the Standstill Provisions, for the remaining term of the Locality Affordability Restrictions.

b. Additionally, in the event of a judicial foreclosure sale, non-judicial foreclosure, a deed-in-lieu of foreclosure, or otherwise, under the CalHFA Documents, or loss or reduction of Section 8 rental subsidies, Locality shall, to the extent necessary to achieve financial feasibility for the Project (a minimum debt service coverage ratio of 1.05, unless otherwise agreed by the CalHFA (“**Financial Feasibility**”)), increase the Affordability Limitations for some or all of the Project’s units, and to the maximum extent permitted under the federal or state laws or regulations underlying the Locality Affordability Restrictions, including but not limited to Government Code § 65915(c)(1), to initial income not to exceed 60% of Area Median Income (“AMI”) as defined in Health & Safety Code Section 50093, as amended, at monthly rents not to exceed 1/12th of 30% of 60% AMI, less a reasonable utility allowance, however, if rent increases up to 60% AMI are not necessary for Financial Feasibility, then the percentage AMIs shall be increased to less than 60% AMI. CalHFA agrees to give Locality fifteen (15) days’ notice prior to increasing the Affordability Limitations, in cooperation with the Locality and the Borrower, pursuant to this paragraph and make good faith efforts to minimize displacement of current tenants. Any increase in tenants’ rents shall be subject to Section 7(b) of the CalHFA Regulatory Agreement.

c. Following a judicial foreclosure sale, non-judicial foreclosure, a deed-in-lieu of foreclosure, or otherwise, under the CalHFA Documents, CalHFA or its successors in interest shall cooperate with the Locality in providing any information or approvals to inspect the units that the Locality may reasonably request for the term of the Locality Affordability Restrictions cited above.

d. Locality and Borrower agree to not amend, modify or otherwise alter the Locality Affordability Restrictions without prior written approval of such amendment, modification or alteration from CalHFA.

e. Locality shall provide CalHFA with a copy of all notices of default provided to Borrower under the Locality Affordability Restrictions within five days of sending Borrower such initial notice, and CalHFA shall have the right, but not the obligation, to cure the default(s) under such notice(s).

f. During any Standstill Term, the Agency shall verify that the income of each prospective Eligible Household and rent charged to each Eligible Household do not exceed those authorized under the Locality Affordability Restrictions.

g. During any Standstill Term, Agency shall provide the Locality with an annual occupancy summary report (using income and rent limitations not to exceed those authorized under the Locality Affordability Restrictions) showing the income, rent and size of each Restricted Unit (“*Occupancy Summary Report*”).

h. The Locality acknowledges that nothing in this Agreement or the Locality Affordability Restrictions shall impose on CalHFA the obligations of the Borrower under the Locality Affordability Restrictions or require CalHFA to assume obligations under the Locality Affordability Restrictions unless CalHFA becomes the Owner of the Project, and CalHFA’s obligations under the Locality Affordability Restrictions are limited as noted in this section 1.

i. If CalHFA has become the Owner, upon a sale, conveyance, transfer or otherwise from CalHFA to another entity (“*Successor Entity*”), Locality and CalHFA agree that the Successor Entity shall become the new Owner of the Project and shall be subject to all provisions of the Locality Affordability Restrictions for the remaining term thereof.

j. Locality has read and understands the CalHFA Documents.

k. Nothing in this Agreement is intended to prevent Locality from exercising any of its remedies, rights, and/or obligations under the Locality Affordability Restrictions as they relate to any Owner thereunder, except during the Standstill Term.

2. Representations.

(a) Locality hereby represents and warrants to CalHFA that at the time of execution of this agreement, to the best of Locality’s knowledge, the Borrower is in substantial compliance with its obligations to the Locality under the terms of the Locality Affordability Restrictions, acknowledges that Locality has received the CalHFA Documents and has had an opportunity to review them, and agrees that in the event the Borrower’s obligations to CalHFA conflict with the Borrower’s obligations to the Locality, the Borrower’s obligations to CalHFA shall prevail, provided that this clause shall not relieve the Borrower of its responsibility to the Locality.

(b) Locality and Borrower further represent and warrant to CalHFA that, notwithstanding any provisions contained in the Locality Affordability Restrictions, the restrictions and covenants thereunder are not intended by the parties thereto to either create a lien upon the Project, or grant any right of foreclosure, under the laws of the jurisdiction where the Project is located, to any party thereto or third party beneficiary thereof upon a default of any provision therein, rather they are intended by the parties thereto to constitute a restrictive covenant that is filed of record prior to any instrument or agreement granting a security interest in the Project the enforcement of which is limited to actions for specific performance or injunction.

3. Amendments. Amendments to this Agreement shall be in writing and signed by all the parties hereto.

4. Governing Law. This Agreement shall be construed in accordance with and be governed by the laws of California.

5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

6. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, it shall not invalidate or render unenforceable any other part of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signatures follow on the next page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LOCALITY:

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

By: _____
Name _____
Title: _____

CalHFA:

**CALIFORNIA HOUSING FINANCE
AGENCY,** a public instrumentality and
political subdivision of the State of California

By: _____
Name _____
Title: _____

BORROWER:

ALVES LANE, L.P., a California
limited partnership

By: **Alves Lane, LLC,** a
California limited liability company
Its: Administrative General Partner

DRAFT – Do Not Execute

By: _____
Name: _____
Title: _____

By: **FFAH V Alves Lane, LLC,** a
California limited liability company
Its: Managing General Partner

By: **Foundation for Affordable
Housing V, Inc.,** a California
nonprofit public benefit
corporation
Its: Sole Member

DRAFT – Do Not Execute

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

EXHIBIT A

Legal Description

ACKNOWLEDGEMENT

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

State of California)
) ss.
County of _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

ACKNOWLEDGEMENT

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

State of California)
) ss.
County of _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: April 4, 2023

Subject: Receive the Sheriff-Coroner's FY 2021-2022 Annual P-6 Zone Deployment Report

RECOMMENDATION(S):

Receive the Sheriff-Coroner's FY 2021-2022 Annual P-6 Zone Deployment Report, from the County Service Area (CSA) P-6 Zone Central Administrative Base (CAB) Fund to provide extended police protection services in certain unincorporated county areas and partially fund the Sheriff's Helicopter Program, as required by P-6 Zone CAB Formation Board Order of April 19, 1998.

FISCAL IMPACT:

Funded 100% by County Service Area (CSA) P-6 Central Administrative Base (CAB) Fund (Fund No. 262900). Total costs of \$1,642,518 were expended in 2021/2022.

BACKGROUND:

This board order serves as the Office of the Sheriff's FY 2021-22 Deployment Report. The Office of the Sheriff annually reviews funding for the County Service Area (CSA) P-6 Zones county-wide for fiscal year 2021/2022 and implemented and budgeted the following expenditures:

Discovery Bay: CSA P-6 Zones in the Discovery Bay area generate \$870,457 per year. Costs for personnel currently assigned to Discovery Bay (2 Deputy Sheriffs, 1 Sheriff's Specialist and 1 Sheriff Community Service Officer), vehicle and supplies are \$738,654.

This will require the expenditure of funds from the P-6 Central Administrative Base (CAB) Fund. Discovery Bay zones currently have accumulated approximately \$1,980,208 in reserve funding located in the CSA P-6 Central Administrative Base Fund (Fund No. 262900).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

, County Administrator and Clerk of the Board of Supervisors

Contact: Heike Anderson, (925) 655-0023

By: , Deputy

BACKGROUND: (CONT'D)

Bay Point: CSA P-6 Zones in the Bay Point Area generate \$242,759 per year. Costs for personnel assigned to Bay Point (1 Deputy Sheriff), vehicle and supplies are \$264,433.

North Richmond/San Pablo: CSA P-6 zones in the North Richmond/San Pablo area generate \$91,045 per year. North Richmond/San Pablo zones partially fund 1 Deputy Sheriff, vehicle and supplies at \$38,456 annually.

STARR 1 Helicopter Program: As in past years, we augmented State Supplemental Law Enforcement Services Fund (SLESF) funding to operate the helicopter program without the use of County General Funds, using \$600,901 of P-6 Zone Funds for this purpose.

Administrative Expenses: Assessment and Investment expenses, zone closing expenses and election charges for all the zones. Total cost of \$73

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would result in the displacement of existing personnel assigned to the communities of Discovery Bay, Bay Point, North Richmond/San Pablo and Pacheco. The Sheriff's STARR 1 helicopter may have reduced flight hours depending on revenue streams from other sources.



Contra
Costa
County

To: Board of Supervisors
From: Kristin Connelly, Clerk-Recorder
Date: April 4, 2023

Subject: DECLARE AND ACCEPT THE RESULTS OF THE MARCH 7, 2023 SPECIAL ELECTION

RECOMMENDATION(S):

DECLARE and ACCEPT the results of the March 7, 2023 Special Election and DECLARE the results of the local measure as shown on the attached report and on file in the Contra Costa County Elections Division.

FISCAL IMPACT:

None

BACKGROUND:

Elections Code section 15372 requires the Elections Official to prepare a Certified Statement of Results of the election and submit to the Governing Body within 30 days of the election. A certified Statement of Votes is attached to this Board Order.

Elections Code section 15400 requires the Governing Body to declare the result local measures.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board not certify the election results, local measures will not be effective.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Jacob Stull, 925.335.7867

By: , Deputy

cc:

ATTACHMENTS

Certificate of Election March 7 2023

Summary of Results March 7 2023

CERTIFICATE OF COUNTY CLERK
AS TO THE RESULT OF THE CANVASS OF THE
ORINDA UNION SCHOOL DISTRICT
MEASURE Z
MARCH 7, 2023 SPECIAL ELECTION

State of California)
)
County of Contra Costa) ss.

I, KRISTIN B. CONNELLY, County Clerk of Contra Costa County, State of California, do hereby certify that I did canvass the returns of the votes cast at the March 7, 2023, **ORINDA UNION SCHOOL DISTRICT, MEASURE Z** Election. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said district, and the whole number of votes cast for and against the measure in said district and in each respective precinct therein, and that the totals of the respective columns and the totals as shown for and against the measure are full, true, and correct.

WITNESS my hand and Official Seal this 16th day of March, 2023.

KRISTIN B. CONNELLY, County Clerk



By Krist B. Connelly
Kristin B. Connelly, County Clerk-Recorder
and Registrar of Voters

**Contra Costa County
March 7 2023
Special Election
Official Results - Final**

Electors Group	Counting Group	Cards Cast	Voters Cast	Registered Voters	Turnout
Total	Vote By Mail	6,433	6,433	15,006	42.87%
	Election Day	136	136		0.91%
	Total	6,569	6,569		43.78%

Precincts Reported: 31 of 31 (100.00%)

Voters Cast: 6,569 of 15,006 (43.78%)

Cards Cast: 6,569

MEASURE Z - ORINDA UNION SCHOOL DISTRICT - 2/3 (Vote for 1)

Precincts Reported: 31 of 31 (100.00%)

	Vote By Mail	Election Day	Total	
Times Cast	6,433	136	6,569 / 15,006	43.78%

Candidate	Party	Vote By Mail	Election Day	Total	
Yes		4,916	102	5,018	76.46%
No		1,511	34	1,545	23.54%
Total Votes		6,427	136	6,563	



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: Disposal of Surplus Property

RECOMMENDATION(S):

DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

CONSEQUENCE OF NEGATIVE ACTION:

Public Works would not be able to dispose of surplus vehicles and equipment.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Nida Rivera, (925) 313-2124

By: , Deputy

cc:

ATTACHMENTS

Surplus Vehicles & Equipment

ATTACHMENT TO BOARD ORDER APRIL 4, 2023

Department	Description/Unit/Make/Model	Serial No.	Condition A. Obsolete B. Worn Out C. Beyond economical repair D. Damaged beyond repair
PUBLIC WORKS	1992 MITSUBISHI FG-25 FORKLIFT # 9014 (MILES)	AF17A52103	C. BEYOND ECONOMICAL REPAIR
AGRICULTURE	2010 FORD RANGER TRUCK # 5075 (93329 MILES)	1FTKR1EEXAPA17356	B. WORN OUT
SHERIFF	2018 FORD INTERCEPTOR SEDAN # 3416 (73103 MILES)	1FAHP2MT1JG139034	D. DAMAGED BEYOND REPAIR
SHERIFF	2007 FORD CROWN VIC. # 1946 (51443 MILES)	2FAFP71W17X132591	B. WORN OUT
SHERIFF	2018 FORD INTERCEPTOR SUV # 3629 (93249 MILES)	1FM5K8AT1JGA44214	C. BEYOND ECONOMICAL REPAIR
SHERIFF	2017 FORD INTERCEPTOR SEDAN # 2572 (91244 MILES)	1FAHP2MT2HG123788	C. BEYOND ECONOMICAL REPAIR
SHERIFF	2017 FORD INTERCEPTOR SEDAN # 2582 (39863 MILES)	1FAHP2MTXHG135297	D. DAMAGED BEYOND REPAIR
SHERIFF	2008 FORD F-550 TRUCK # 5651 (65454 MILES)	1FDAW57RX8EA03311	B. WORN OUT
ANIMAL CONTROL	2014 FORD F-250 ANIMAL B. TRUCK # 5486 (110140 MILES)	1FD7X2A61EEA86336	B. WORN OUT
ANIMAL CONTROL	2011 FORD F-250 ANIMAL B. TRUCK # 5480 (154125 MILES)	1FD7X2A62BEB76350	B. WORN OUT
ANIMAL CONTROL	2013 FORD F-250 ANIMAL B. TRUCK # 5483 (104752 MILES)	1FD7X2A67DEA13583	B. WORN OUT
PUBLIC WORKS	2004 FORD F-250 TRUCK # 5562 (137834 MILES)	1FTNF20L24EB96672	D. DAMAGED BEYOND REPAIR
PUBLIC WORKS	2009 HONDA CIVIC SEDAN # 0291 (51639 MILES)	1HGFA46599L000111	C. BEYOND ECONOMICAL REPAIR
PUBLIC WORKS	2013 FORD ESCAPE SUV # 3728 (110130 MILES)	1FMCU0G93DUB98539	B. WORN OUT
COURTS	2000 CHEVY MALIBU SEDAN # 0448 (52460 MILES)	1G1ND52J1Y6329577	B. WORN OUT
PUBLIC WORKS	2001 CHEVY S-10 TRUCK # 5026 (74575 MILES)	1GCCS14W21K172158	B. WORN OUT
DISTRICT ATTORNEY	2013 TOYOTA SIENNA VAN # 4332 (160733 MILES)	5TDKK3DC8DS383620	B. WORN OUT
HEALTH SERVICES	2014 FORD TAURUS SEDAN # 1067 (63680 MILES)	1FAHP2D84EG120057	B. WORN OUT



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: April 4, 2023

Subject: Local Workforce Development Area Designation and Local Board Recertification

RECOMMENDATION(S):

AUTHORIZE the Chair of the Board of Supervisors to sign the 2023-2025 Local Area Subsequent Designation and Local Recertification Application to the State of California Employment Development Department, for submission by the Employment and Human Services Director, or designee on behalf of the Workforce Development Board.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

Workforce Innovation and Opportunity Act (WIOA) requires the Governor to designate and certify local areas within the state. These designations and certifications are subject to renewal/recertification on a regular basis. WIOA Section 106 required Local Areas to apply for initial designation and required the Governor to approve requests for Local Areas that were designated as a Local Area under WIOA, performed successfully, and had sustained fiscal integrity. After the period for which a Local Area was initially designated, WIOA Section 106 calls for a subsequent designation process and requires the Governor to approve a request for subsequent designation from a Local Area if the area performed successfully, sustained fiscal integrity, and engaged in the regional

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: 19256714514

By: , Deputy

cc:

BACKGROUND: (CONT'D)

planning process. WIOA Section 107 provides criteria for the recertification of Local Boards. Specifically, it requires the Governor to certify one Local Board for each Local Area in the state once every two years. In order to be recertified, the Local Board must meet the WIOA membership requirements, met or exceeded performance accountability measures and achieved sustained fiscal integrity.

Your Board approved the application for years 2015 – 2017 for Local Area Designation and Local Board Certification on June 9, 2015 (C.177). Local Area Designation and Local Board Recertification were required for the Workforce Development Board (WDB) to continue to operate as a local workforce area in the State of California as of July 1, 2019. Your Board approved the applications for years 2017 – 2019 and 2021 – 2023 for the Local Area subsequent Designation and Local Board Recertification on July 9, 2019 (C.134) and April 27, 2021 (C.76), respectively.

The vast majority of the WDB’s operating funds are contingent on this action, which will continue to ensure that the WDB can be responsive to the needs of business and job seeker customers that utilize programs and services under its purview.

The application will serve as the request for Local Workforce Development Area (Local Area) subsequent designation and Local Workforce Development Board (Local Board) recertification effective July 1, 2023, for two-year period, ending June 30, 2025.

ATTACHMENTS

Local Area Designation and Local Area Board Recertification

**Local Area Subsequent Designation and
Local Board Recertification Application
For Program Year 2023-25**

**Local Workforce Development Area
Workforce Development Board
of Contra Costa County**

Application for Local Area Subsequent Designation and Local Board Recertification

This application will serve as your request for Local Workforce Development Area (Local Area) subsequent designation and Local Workforce Development Board (Local Board) recertification for Program Year (PY) 2023-25 under the *Workforce Innovation and Opportunity Act* (WIOA).

If the California Workforce Development Board (CWDB) determines the application is incomplete, it will either be returned or held until the necessary documentation is submitted. Please contact your [Regional Advisor](#) for technical assistance or questions related to completing and submitting this application.

Completed applications must be submitted by 5 p.m. on Friday, April 14, 2023, to the CWDB at PolicyUnit@cwdb.ca.gov.

Workforce Development Board of Contra Costa
County

Name of Local Area

4071 Port Chicago Highway, Ste. 250

Mailing Address

Concord, CA

City, State, ZIP

04/14/2023

Date of Submission

Tamia Brown

Contact Person

925.671.4514

Contact Person's Phone Number

Local Board Membership

The WIOA Section 107(b)(2)(A) through (E) states the requirements for nominating and selecting Local Board members:

1. Provide the names of the individuals appointed for each membership category listed below.
2. Attach a roster for the current Local Board.

Category: Business – WIOA Section 107(b)(2)(A) requires that business members constitute a simple majority of the Local Board, and WIOA Section 107(b)(3) states that the chairperson shall also be a member under this category. Specifically, a majority of the Local Board’s business members shall constitute the following representatives under this membership category:

- Owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority.
- Representatives of businesses, including small businesses or business organizations.
- Individuals appointed by those who have been nominated by local business organizations and business trade associations.

Please list the Local Board’s business members and identify the chairperson by typing CHAIR after their name:

LOCAL BOARD BUSINESS MEMBERS				
Name	Title	Entity	Appointment Date	Term End Date
Michael McGill	President/Principal Engineer	MMS Design Associates, Inc.	7/1/2020	6/30/2024
Jerry L. Aranas	Business Manager	Lam Research	7/26/2022	6/30/2026
Yolanda Vega - CHAIR	Principal	Peak Performance Corporate Training	7/1/2020	6/30/2024
Terry Curley	Executive Vice President	United Business Bank	7/26/2022	6/30/2024
Douglas R. Lezameta	Founder	Fusion Latina Network	8/1/2021	6/30/2025
Sarah A. Chodakewitz	Director, Government & Community Affairs	John Muir Health	6/7/2022	6/30/2026
Nichol Carranza	Sr. Rep. Corporate Social Responsibility & Public Affairs	Marathon Petroleum Corporation	6/7/2022	6/30/2026
Robert Muller	Learning Manager	Martinez Refining Company	7/11/2017	6/30/2023
Laura Trevino-Fernandez	Vice President of Sales	Hargrove Engineer & Contractors	7/1/2020	6/30/2024
Stephanie Rivera	Chief Executive Officer	Lazarex Cancer Foundation	7/1/2020	6/30/2024
Monica Magee	Director of Marketing	Bishop Ranch	7/1/2020	6/30/2024
Corry Kennedy	Human Resource Manager	Chevron	7/1/2020	6/30/2024

Category: Labor – At least 20 percent of the Local Board members shall be labor representatives from the Local Area’s workforce. Specifically, the Local Board shall have labor representatives under this membership category from the following entities (WIOA 107[b][2][B]):

- Labor organizations (for a Local Area in which employees are represented by labor organizations) and who have been nominated by local labor federations, or (for a Local Area in which no employees are represented by such organizations) other representatives of employees.
- A member of a labor organization or a training director from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists.

Members may be representatives from community-based organizations with demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, veterans, or individuals with disabilities; and organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth and/or out-of-school youth.

California Unemployment Insurance Code (CUIC) Section 14202(b)(1) further requires and specifies that at least 15 percent of Local Board members shall be representatives of labor organizations unless the local labor federation fails to nominate enough members. For a Local Area in which such organizations represent no employees, other representatives of employees shall be appointed to the Local Board, but any Board that appoints representatives of employees not nominated by local labor federations must demonstrate that no employees are represented by such organizations in the Local Area.

List the Local Board’s labor members:

LOCAL BOARD LABOR MEMBERS				
Name	Title	Entity	Appointment Date	Term End Date
Thomas Hansen	Business Manager	IBEW Local 302	7/1/2021	6/30/2025
Joshua Anijar	Executive Director	Central Labor Council Contra Costa County	12/10/2019	6/30/2023
Timothy Jeffries	Business Manager/ST	Biolermakers Local #549	7/1/2021	6/30/2025
Steve Older	Area Director/Business Representative	Machinists Union Local 1173	8/1/2021	6/30/2025
Traci Young	Community Services Director, Labor Liaison to UWBA	Central Labor Council Contra Costa County	8/1/2021	6/30/2025

Category: Education – WIOA Section 107[b][2][C] requires that each Local Board include members who represent entities that administer education and training activities in the Local Area. Specifically, the Local Board shall have education representatives under this membership category from the following entities:

- Eligible Title II adult education and literacy providers; and
- Institutions of higher education providing workforce investment activities.

Members may be representatives from local educational agencies and community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

List the Local Board's education members:

LOCAL BOARD EDUCATION MEMBERS				
Name	Title	Entity	Appointment Date	Term End Date
Steve France	Director	Del Valle Education Center	8/1/2021	6/30/2025
Kelly Schellin	Associate Vice Chancellor, Educational Services	Contra Costa College	7/1/2020	6/30/2024

Category: Economic and Community Development – WIOA Sections 107[b][2][D] and [E] require each Local Board to include governmental, economic, and community development representatives under this membership category from the following entities:

- Economic and community development organizations.
- The state's employment service office under the *Wagner-Peyser Act*.
- Programs carried out under Title I of the federal *Rehabilitation Act*.

A Local Board may have representatives from transportation, housing, and/or public assistance agencies; philanthropic organizations; and/or an individual or representatives of entities determined to be appropriate by the local CEO.

List the Local Board's economic and community development members:

LOCAL BOARD ECONOMIC AND COMMUNITY DEVELOPMENT MEMBERS				
Name	Title	Entity	Appointment Date	Term End Date
Richard Johnson	Employment Service/Program Manager II	California Employment Development Department	7/1/2020	6/30/2024
Kwame Reed	Economic Development Director	City of Antioch	7/1/2020	6/30/2024

ADDITIONAL MEMBERS

Name	Title	Entity	Appointment Date	Term End Date
Leslay Choy	Executive Director	San Pablo Economic Development	7/1/2020	6/30/2024
Devonn Powers	Founder/ Chief Executive Director	Humanity Way, Inc.	12/1/2020	6/30/2024

Performed Successfully

The Local Area hereby certifies that it has performed successfully, defined as having an Individual Indicator Score of 50% or higher in PY 20-21 OR PY 21-22, as described in Workforce Services Directive *Calculating Local Area Performance and Nonperformance* (WSD20-02) dated September 18, 2020, for the following primary indicators of performance:

- Employment Rate 2nd Quarter After Exit
- Median Earnings

PY 20-21 Individual Indicator Scores		
Indicators of Performance	Adults	Dislocated Workers
Employment Rate 2 nd Quarter After Exit	<u>59.8%</u>	<u>57.8%</u>
Median Earnings 2 nd Quarter After Exit	<u>\$67.6</u>	<u>\$10,300</u>
PY 20-21 Individual Indicator Scores		
Indicators of Performance	Youth	
Employment or Education Rate 2 nd Quarter after Exit	<u>67.6%</u>	
Median Earnings	BASELINE	

PY 21-22 Individual Indicator Scores		
Indicators of Performance	Adults	Dislocated Workers
Employment Rate 2 nd Quarter After Exit	<u>63.2%</u>	<u>69.7%</u>
Median Earnings 2 nd Quarter After Exit	<u>\$9,049</u>	<u>\$9,492</u>
PY 21-22 Individual Indicator Scores		
Indicators of Performance	Youth	
Employment or Education Rate 2 nd Quarter after Exit	<u>71.2%</u>	
Median Earnings	BASELINE	

Sustained Fiscal Integrity

The Local Area hereby certifies that it has not been found in violation of one or more of the following during PY 20-21 or PY 21-22:

- *Final determination of significant finding(s)* from audits, evaluations, or other reviews conducted by state or local governmental agencies or the Department of Labor identifying issues of fiscal integrity or improperly expended funds due to the willful disregard or failure to comply with any WIOA requirement.
- *Gross negligence* – defined as a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.
- *Failure to observe accepted standards of administration* – Local Areas must have adhered to the applicable uniform administrative requirements set forth in Title 2 *Code of Federal Regulations* (CFR) Part 200.

Certify No Violation:

Engaged in Regional Planning

Engaged in regional planning is defined as participating in and contributing to regional planning, regional plan implementation, and regional performance negotiations. The Local Area hereby certifies that it has participated in and contributed to regional planning and negotiating regional performance measures in the following ways:

Local Area Assurances

Through PY 23-25, the Local Area assures the following:

- A. It will comply with the applicable uniform administrative requirements, cost principles, and audit requirements (WIOA Section 184[a][2] and [3]).

Highlights of this assurance include the following:

- The Local Area's procurement procedures will avoid acquisition of unnecessary or duplicative items, software, and subscriptions (in alignment with Title 2 CFR Section 200.318).
- The Local Area will maintain and provide accounting and program records, including supporting source documentation, to auditors at all levels, as permitted by law (Title 2 CFR Section 200.508).

Note that failure to comply with the audit requirements specified in Title 2 CFR Part 200 Subpart F will subject the Local Area to potential cash hold (Title 2 CFR Section 200.338).

- B. All financial reporting will be done in compliance with federal and state regulations and guidance.

Highlights of this assurance include the following:

- Reporting will be done in compliance with Workforce Services Directive *Monthly and Quarterly Financial Reporting Requirements* (WSD19-05), dated December 4, 2019.
- All close out reports will comply with the policies and procedures listed in *WIOA Closeout Requirements* (WSD16-05), dated July 29, 2016.

Note that failure to comply with financial reporting requirements will subject the Local Area to potential cash hold (Title 2 CFR Section 200.338).

- C. Funds will be spent in accordance with federal and state laws, regulations, and guidance.

Highlights of this assurance include the following:

- The Local Area will meet the requirements of the *CUIC Section 14211*, to spend a minimum of 30 percent of combined total of WIOA Title I adult and dislocated worker formula fund allocations on training services.
- The Local Area will not use funds to assist, promote, or deter union organizing (WIOA Section 181[b][7]).

- D. The Local Area will select the America's Job Center of CaliforniaSM operator(s) through a competitive procurement process, such as a Request for Proposals, unless designated or certified as an operator with the agreement of the local CEO and the Governor (WIOA Section 121[d][2][A] and 107[g][2]).

- E. The Local Area will collect, enter, and maintain data related to participant enrollment, activities, and performance necessary to meet all CalJOBSSM reporting requirements and deadlines.

- F. The Local Area will comply with the nondiscrimination provisions of WIOA Section 188 and 29 CFR Part 38, including the collection of necessary data.

- G. The Local Area will engage in and contribute to, regional planning and regional plan implementation (for example, the Local Area has participated in regional planning meetings and regional plan implementation efforts, and the Local Board and local CEO have reviewed and approved the regional plan and two-year modifications).

- H. The Local Area will participate in regional performance negotiations.

- I. The Local Area will comply with CWDB policies and guidelines, legislative mandates and/or other special provisions as may be required under federal law or policy, including the WIOA or state legislation.
- J. Priority shall be given to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career and training services funded by WIOA Adult funding (WIOA Section 134[c][3][E] and *Training and Employment Guidance Letter* [TEGL] 10-09, and TEGL 19-16).


Application Signature Page

Instructions – The local CEO and Local Board Chair must sign and date this form. Electronic signatures are permitted for the PY 23-25 application.

By signing the application below, the local CEO and Local Board Chair request subsequent designation of the Local Area and recertification of the Local Board. Additionally, they agree to abide by the Local Area assurances included in this application.

Local Workforce Development Board Chair

Local Chief Elected Official



Signature
Yolanda Vega

Name

Signature
Supervisor John Gioia

Name

Board Chair

Board of Supervisor's Chair

Title

Date

Title

Date



BOARD MEMBERS Public Roster

Tamia Brown
Executive Director

BUSINESS SEATS	
<p>MICHAEL MCGILL MMS Design Associates, Inc. President/Principal Engineer Committee: Executive & Youth Committee Business Seat #1 Appointment Date: 7/1/2020 Term End Date: 6/30/2024</p>	<p>JERRY L. ARANAS Lam Research Business Manager Committee: Youth Committee Business Seat #2 Appointment Date: 7/26/2022 Term End Date: 6/30/2026</p>
<p>TERRY CURLEY (VICE CHAIR) Executive Vice President United Business Bank Committee: Executive & Business & Economic Dev. Business Seat #4 Appointment Date: 7/26/2022 Term End Date: 6/30/2026</p>	<p>DOUGLAS R. LEZAMETA Founder Fusion Latina Network Committee: Business & Economic Development Committee Business Seat #5 Appointment Date: 08/01/2021 Term End Date: 06/30/2025</p>
<p>NICHOL CARRANZA Sr. Rep. Corporate Social Responsibility & Public Affairs Marathon Petroleum Corporation Committee: Business & Economic Development Committee Business Seat #7 Appointment Date: 6/7/2022 Term End Date: 06/30/2026</p>	<p>VACANT</p>
<p>LAURA TREVINO - FERNANDEZ Hargrove Engineer & Contractors Senior Recruiter Specialist Committee: Business & Economic Development Committee Business Seat #10 Appointment Date: 7/1/2020 Term End Date: 06/30/2024</p>	<p>STEPHANIE RIVERA (VICE CHAIR) Lazarex Cancer Foundation Chief Executive Officer Committee: Executive & Business & Economic Dev. Committee Business Seat #11 Appointment Date: 7/1/2020 Term End Date: 06/30/2024</p>
<p>CORRY KENNEDY Chevron Human Resource Manager Committee: Business & Economic Development Committee Business Seat #13 Appointment Date: 7/1/2020 Term End Date: 06/30/2024</p>	<p>MONICA MAGEE Bishop Ranch Director of Marketing Committee: Business & Economic Development Committee Business Seat #12 Appointment Date: 7/1/2020 Term End Date: 06/30/2024</p>
<p>YOLANDA VEGA (CHAIR) Peak Performance Corporate Training Principal Committee: Executive & Business & Economic Dev. Business Seat #3 Appointment Date: 7/1/2020 Term End Date: 6/30/2024</p>	<p>SARAH A. CHODAKIEWITZ Director, Government and Community Affairs John Muir Health Committee: Business & Economic Development Committee Business Seat #6 Appointment Date: 6/7/2022 Term End Date: 6/30/2026</p>
<p>ROBERT MULLER Martinez Refining Company Learning Manager Committee: Executive & Youth Committee Business Seat #9 Appointment Date: 7/11/2017 Term End Date: 6/30/2023</p>	



Workforce
Development Board
Contra Costa County

BOARD MEMBERS
Public Roster

Tamia Brown
Executive Director

WORKFORCE AND LABOR SEATS	
<p>THOMAS HANSEN IBEW Local 302 Business Manager Committee: Executive & Youth Committee Workforce & Labor Seat #1 Appointment Date: 07/01/2021 Term End Date: 6/30/2025</p>	<p>JOSHUA ANIJAR Central Labor Council Contra Costa County Executive Director Committee: Executive Workforce and Labor Seat # 2 Appointment Date: 12/10/2019 Term End Date: 6/30/2023</p>
<p>STEVE OLDER Machinists Union Local 1173 Area Director/Business Representative Committee: Workforce and Labor Seat #4 Appointment Date: 08/01/2021 Term End Date: 6/30/2025</p>	<p>TRACI YOUNG Central Labor Council Contra Costa County Community Services Director, Labor Liaison to UWBA Committee: Business & Economic Development Committee Workforce and Labor Seat #5 Appointment Date: 08/01/2021 Term End Date: 6/30/2025</p>
EDUCATION AND TRAINING SEATS	
<p>STEVEN A. FRANCE Del Valle Education Center Director Committee: Education & Training Seat #1 Appointment Date: 12/1/2022 Term End Date: 06/30/2026</p>	<p>KELLY SCHELIN Contra Costa College Associate Vice Chancellor, Educational Services Committee: Business & Economic Development Committee Seat No: Business #2 Appointment Date: 7/1/2020 Term End Date: 6/30/2024</p>
GOVERNMENTAL AND ECONOMIC AND COMMUNITY DEVELOPMENT SEATS	
<p>VACANT Committee: Governmental & Eco. & Community Dev. Seat #1 Appointment Date: Term End Date: 6/30/20XX</p>	<p>RICHARD JOHNSON California Employment Development Department Employment Service/Program Manager II Committee: Business & Economic Development Committee Governmental & Eco. & Community Dev. Seat #2 Appointment Date: 7/1/2020 Term End Date: 6/30/2024</p>
<p>THOMAS HANSEN IBEW Local 302 Business Manager Committee: Executive & Youth Committee Workforce & Labor Seat #1 Appointment Date: 07/01/2021 Term End Date: 6/30/2025</p>	<p>TIMOTHY JEFFRIES Boilermakers Local 549 Business Manager/ST Committee: Workforce and Labor Seat #3 Appointment Date: 07/1/2021 Term End Date: 6/30/2025</p>
<p>STEVEN A. FRANCE Del Valle Education Center Director Committee: Education & Training Seat #1 Appointment Date: 12/1/2022 Term End Date: 06/30/2026</p>	<p>KWAME REED City of Antioch Economic Development Director Committee: Executive & Business & Economic Dev. Governmental & Eco. & Community Dev. Seat #3 Appointment Date: 7/1/2020 Term End Date: 6/30/2024</p>



BOARD MEMBERS
Public Roster

Tamia Brown
Executive Director

FLEX SEATS

LESLAY CHOY		DEVONN POWERS	
San Pablo Economic Development Executive Director Committee: Business & Economic Development Committee Flex Seat #1 Appointment Date: 7/1/2020 Term End Date: 6/30/2024	Humanity Way, Inc. Founder/Chief Executive Director Committee: Flex Seat #2 Appointment Date: 12/1/2020 Term End Date: 6/30/2024		



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: April 4, 2023

Subject: License agreement with the United States of America, Dept. of the Navy to use & sublicense a portion of the former Naval Weapons Station in Concord.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a license agreement with the United States of America, Department of the Navy, to use an approximately 80-acre portion of the former Concord Naval Weapon Station (“Premises”) for public safety training purposes during the period from April 16, 2023, through May 31, 2024. (Project Number 2505-WLP220)

APPROVE and AUTHORIZE the Sheriff Coroner, or designee, to execute sub-license agreements, in the form attached to the license agreement, with other public agencies that require the use of the Premises for public safety training purposes.

FISCAL IMPACT:

No fiscal impact. There is no cost associated with this license agreement.

BACKGROUND:

The United States of America, Department of the Navy (Navy), owns the Marine Ocean Terminal Concord (MOTCO) administrative area on the former Concord Naval Weapons Station. The Sheriff and other agencies have used an approximately 80-acre area (“Premises”) of the MOTCO administration area for public safety training purposes. The Navy’s management of training scheduling has resulted in scheduling conflicts, double-booking, and other concerns.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Jessica Dillingham, (925)
957-2453

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The Sheriff requires the Premises for its public safety training and is willing to schedule other agencies' training to reduce the disruptions to scheduled trainings that the Sheriff has experienced in the past. The Navy has agreed to allow the Sheriff to continue to manage training scheduling under a yearly license agreement for the Premises. The license agreement allows the Sheriff to grant sub-licenses to other public agencies that will participate in public safety training organized or scheduled by the Sheriff.

The license agreement requires the County to indemnify and hold the Navy harmless for the County's activities under the license. Sub-licenses granted by the County will require the sub-licensee to hold the County harmless from liabilities arising from the sub-licensee's activities under the sub-license. Risk Management has reviewed the indemnity and insurance requirements and has confirmed that the requirements are acceptable.

For these reasons, Office of the Sheriff staff recommend that the Board approve the execution of the license agreement with the United States.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff will not be able to enter into an agreement with the Navy for use of the former Concord Naval Weapon Station's MOTCO facilities for public safety training.

ATTACHMENTS

License Agreement

LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY		ALL CORRESPONDENCE MUST REFERENCE:	
THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.		1a. WORK ORDER NO: N/A 1b. FILE NO: N/A 1c. LICENSE (CONTRACT) NO: N4769223RP23P12	
2. PROPERTY LOCATION (<i>Installation Name and Address</i>) Former Concord Naval Weapons Station		3. DATES COVERED FROM: 16 April 2023 THROUGH: 31 May 2024 Provided Licensee has delivered the required insurance certificates to the Licensor.	
4. DESCRIPTION OF PREMISES (<i>Room and building numbers where appropriate</i>) The Licensed Premises, as shown on Exhibit "A," attached hereto and made a part hereof.			
5. PURPOSE AND USE AUTHORIZED (<i>Specific use, times and recurring/part-time basis, and land use controls</i>) To authorize the Licensee and its Sub-licensees use of the streets, buildings and structures within the Administration Area to conduct public safety training.			
6. LICENSOR UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		6a. NAVY LOCAL REPRESENTATIVE (<i>Name, Title, Address, Telephone, Email</i>) BRAC Program Management Office West 33000 Nixie Way, Bldg 50 Attn: Tim Yonce San Diego, CA 92147 Email: timothy.t.yonce.civ@us.navy.mil / (843) 963-8795	
7. LICENSEE (<i>Name, Address, Telephone Email</i>) Contra Costa County - Office of the Sheriff 1980 Muir Drive Martinez, CA 94553		7a. LOCAL REPRESENTATIVE OF LICENSEE (<i>Name, Title, Address, Telephone, Email</i>) Tasha Thaxton (925) 957-2457/ tasha.thaxton@pw.cccounty.us	
8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE			
a. AMOUNT (<i>Each payment</i>) NONE	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. SEND PAYMENT TO: (<i>Name and Mailing Address</i>)
9. EXHIBITS: The following are attached and incorporated into this License - A. MAP OF LICENSED PREMISES C. SPECIAL PROVISIONS E. BICYCLE STORAGE AREA B. GENERAL PROVISIONS D. PROHIBITED ACCESS AREA F. SIMUNITION MSDS			
10. EXECUTION OF LICENSE			
FOR THE SECRETARY OF THE NAVY	NAME: ELIZABETH A. LARSON Real Estate Contracting Officer	SIGNATURE:	DATE:
NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT: Elizabeth A. Larson, BRAC, 33000 Nixie Way, Bldg 50, San Diego, CA 92147, elizabeth.a.larson20.civ@us.navy.mil			
LICENSEE I represent that I am authorized to bind Licensee	NAME: MARY JANE ROBB Commander Management Services	SIGNATURE:	DATE:

Exhibit A
N4769223RP23P12




 - Licensed Premises

EXHIBIT B

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. USE OF AND ACCESS BY LICENSEE. The Licensor grants to the Licensee the right to use the premises or facilities described in block 4 and **Exhibit "A"** ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. ~~The Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the Installation under the RAPIDGATE or similar program. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.~~
2. TERM. This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licensor or its authorized representative.
3. USE OF PREMISES. The use of the Premises shall be limited to the purposes specified in block 5, and no other.
4. ASSIGNMENT/TRANSFER OF RIGHTS. This License is neither assignable nor transferable by the Licensee. This license does not grant exclusive use or control of the licensed premises and grants no interest in the real property of the Licensor.
5. UTILITIES AND SERVICES. If utilities and services are furnished to the Premises, the Licensee agrees to reimburse the Licensor for the cost as determined by the Licensor in accordance with applicable statutes and regulations.

Reimbursement for Utilities and Services			
Amount <i>(Each Payment)</i>	Frequency Payments Due	First Due Date	To <i>(Mailing Address)</i>
N/A	N/A	N/A	N/A
Utilities / Services Furnished Are:		<input type="checkbox"/> None	<input type="checkbox"/> HVAC/ Steam Heat
<input type="checkbox"/> Electricity	<input type="checkbox"/> Gas/Oil	<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Garbage/Refuse/Recycling
<input type="checkbox"/> Telephone	<input type="checkbox"/> Internet	<input type="checkbox"/> Other:	

6. PROTECTION AND MAINTENANCE OF PREMISES. The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.
7. IMPROVEMENTS AND RESTORATION. No additions to, or alterations of, the Premises shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.
8. INDEMNIFICATION.
 - a. The Licensee releases the Licensor and its employees from liability for death or injury to persons at the Premises.
 - b. The Licensee, to the extent allowed by law, agrees to release and hold the Licensor and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licensor.
 - c. The Licensee shall indemnify and save harmless the Licensor, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

EXHIBIT B

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

d. The Licensee agrees that the Licensor, its officers, agents and employees shall be released from all liability on all suits, claims, actions or demands in any way related to or arising under the Licensee’s use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee’s construction on or use of the property, or after such use has ended.

9. INSURANCE. The Licensee shall procure and keep continuously in effect during the term of this License the insurance required as follows on terms and conditions satisfactory to the Licensor, with an insurer whose rating is acceptable to the Licensor.

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter “None” as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only)	\$2,000,000	Worker’s Compensation	
Bodily Injury (Single Limit)	\$3,000,000		
Property Damage	\$2,000,000		
Fire/Legal Liability	\$2,000,000		
Deductible	N/A		

- Licensor shall be named as additional insured.
- The insurer must be authorized to write insurance in the state where the Premises is located.
- Proceeds of policies shall be made payable to “Treasurer of the United States”.
- Each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer’s right of subrogation against the United States of America.
- No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensor of written notice.
- Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days’ written notice to the Licensor.
- The Licensee shall provide proof of insurance to the Licensor throughout the term of this License.

The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance to the Licensor.

10. DAMAGE TO THE PREMISES.

a. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensor, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensor. That obligation includes any damage discovered from the physical condition and environmental condition inspections notwithstanding the expiration or earlier termination or revocation of this License.

b. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, “repair”) resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensor and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensor for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensor may elect. If the cost of repair exceeds the liability of the Licensee for any loss or damage, the Licensee shall effect the repair if required to do so by the Licensor, and the excess of cost shall be reimbursed to the Licensee by the Licensor within thirty (30) days of receipt of a statement provided that appropriations are available for that purpose. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensor shall direct payment to the Licensee of so much of the proceeds of any

EXHIBIT B

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

insurance carried by the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to effect the repair. In the event the Licensee shall not have been required to effect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

11. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this license. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

13. NON-DISCRIMINATION. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Non-discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

14. APPLICABLE RULES AND REGULATIONS.

a. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

b. Upon request, the Licensee shall submit to the Licensor evidence of compliance with local, state, and Federal environmental laws and regulations.

15. FEDERAL FUNDS. This License does not obligate the Licensor to expend any appropriated funds. Nothing in this License is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. STORAGE OF TOXIC OR HAZARDOUS CHEMICALS. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensor authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this License. Any such approved storage, treatment, or disposal of toxic or hazardous material by Licensee on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with the best interest of national defense as determined by the Secretary of the Navy and applicable law and regulations. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Premises. Licensee will manage, control and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws. In addition, Licensee shall implement the environmental requirements of applicable facility plans including but not limited to Spill Plans, Emergency Response Plans, and Hazardous Waste Management Plans. In the event the

EXHIBIT B

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

~~17. ENVIRONMENTAL CONDITION OF PREMISES. Exhibit "C", Environmental Condition of Property, sets forth the existing environmental condition of the Premises as represented by a baseline survey conducted by the Licensor. Licensee is hereby made aware of the notifications contained in Exhibit "C" and shall comply with all restrictions set forth therein.~~

~~18. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL). A Joint Inspection and Inventory Report (JIR) has been conducted by representatives of the Licensor and the Licensee documenting the condition of the Premises. The report is attached to this License and made a part hereof as Exhibit "D". The Premises shall be delivered to the Licensee on an "As Is, Where Is" basis, and, as such, Licensor makes no warranty relative to the Premises as to its usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified and listed as such in the JIR shall be corrected at the Licensee's expense prior to use and occupancy of the relevant portion of the Premises. Such safety and/or health hazards shall be limited to those identified in the JIR. In the event this License is terminated and the parties have not agreed to enter into a new License, or another agreement, Licensee shall return the Premises to the Licensor in the same condition in which it was received, reasonable wear and tear and Acts of God excepted. Licensee may, at its expense and with prior written approval of the Licensor: (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations. Licensor shall not unreasonably withhold or delay granting its approval to Licensee's request for such actions.~~

19. ADMINISTRATIVE COSTS. At the termination or expiration of this License, at the Licensor's discretion, Licensee shall be responsible for administrative costs associated with completing a final inspection of the premises ~~and updating the Environmental Condition of Property.~~

20. NOTICES. Correspondence concerning this License shall be provided to both the Local Representative identified in Block 6a. and the Real Estate Contracting Officer identified in Block 10.

21. STATEMENT OF COMPLIANCE. Pursuant 10 U.S.C. § 2662:

- a. This license is not subject to the requirements of this section; or,
- ~~b. This license is subject to the requirements of this section and said requirements have been met.~~

22. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this License, the following provisions were added, modified or deleted:

Provisions 1, 17, 18, 19 and 21b have been deleted and or modified.

Exhibit C
Special Provisions

- a. Licensee understands they have non-exclusive use of the Licensed Premises and must coordinate usage of the Licensed Premises with all other licensed entities. Licensee shall maintain and communicate a monthly training schedule that identifies dates of intended use and access. This schedule shall indicate the type of training involved and estimate number of personnel that will attend the training event.

Licensee is hereby informed that portions of the road infrastructure are subject to a License with the City of Concord and close coordination with the City to deconflict the research development purposes of the City License is required. By the 1st of every month, the Licensee shall notify each of the following entities of the training schedule anticipated for the next 60 days:

Navy Notification POCs:

Tim Yonce – (843) 963-8795, timothy.t.yonce.civ@us.navy.mil

CSO - Glen Nelson– (415) 743-4703, (510) 224-0566, glen.a.nelson10.civ@us.navy.mil

MOTCO Notification POCs:

Glen Nelson– (415) 743-4703, (510) 224-0566, glen.a.nelson10.civ@us.navy.mil

City of Concord Notification POC:

Israel Mora - ([510](tel:5106031804)) [603-1804](tel:603-1804), Israel.Mora@cityofconcord.org

Contra Costa County Fire Protection District POC:

Lewis T. Broschard III- (925) 941-3501, lewis.broschard@cccfd.org

Contra Costa County Office Sheriff POC

Megan Benveniste - (925) 646-4461, Mbenv001@so.cccounty.us

- b. No overnight occupancy is permitted.
- c. Licensee shall ensure that the Licensed Premises will be clean of debris and trash at the end of the use of the Licensed Premises, to the satisfaction of the Government, and will keep the Licensed Premises clean and orderly on a daily basis. Non-compliance with this provision may be the basis for License termination or revocation of future request.
- d. No fueling will be authorized within the Licensed Premises.
- e. Sublicensing is authorized. See Special Provision "y" for Sublicensing requirements.
- f. Licensee will not block the Licensor, its contractors or other Licensees from the Licensed Premises.
- g. Unless specifically authorized in Section 5 of Page 1 of the License, all vehicles traversing the property will remain on paved roads on the Licensed Premises.
- h. Government shall have no responsibility for the protection and safeguarding of any personal vehicles or any other personal property brought onto Concord Naval Weapons, in connection with this License.

- i. Signage, other than directional signs, is prohibited. Directional signs must be freestanding or located on existing poles and must be removed after the conclusion of the License term.
- j. Licensee may not conduct operations that would interfere or otherwise restrict environmental cleanup or restoration actions by the Government, the US EPA, State environmental regulators, or their contractors. In the event of any conflict, environmental cleanup, restoration, or testing activities by these parties shall take priority over Licensee's use of the Licensed Premises.
- k. Government's rights under this License specifically include the right for Government officials to inspect, upon reasonable notice, the Licensed Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections shall not interfere with Licensee's activities unless immediate entry is required for safety or security reasons or in the event of an emergency. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Licensee shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.
- l. Licensee shall not use groundwater and shall not disturb or cause to be disturbed Government groundwater monitoring wells and equipment. Licensee shall not conduct any subsurface excavation, digging, drilling, or other disturbance of the surface at the Licensed Premises.
- m. Access to Installation Restoration Program sites, Military Munitions Response Program sites, wetlands, archeological sites, areas with archeological potential, areas that support Federally listed endangered/threatened species, areas utilized by other Federal or DoD entities, and areas utilized by other licensees, lessees, or other agreements are prohibited.
- n. In the event that archaeological materials (e.g., shell, wood, bone, or stone artifacts) or human remains are found or suspected during operations, the Licensee shall stop training in the area of the discovery, secure the site, and notify the Government as soon as practicable, but no longer than 24 hours after the discovery. The Licensee shall not proceed with training until the Government has the opportunity to evaluate the find, and the Government gives the Licensee direction to resume training.
- o. Licensee will at all times during the use of this License promptly observe and comply, at its sole cost and expense, with the provisions of all applicable Federal, State, and local laws, regulations, and standards concerning environmental quality and pollution control and abatement. Licensee covenants that it will not generate, use, or store hazardous substances or hazardous waste on the Licensed Premises. Licensee shall promptly notify the Government and supply copies of any notices, reports, correspondence, and submissions made by Licensee to any Federal, State, or local authority, or received by Licensee from said authority, concerning environmental

matters or hazardous substances or hazardous waste on, about, or pertaining to the Licensed Premises.

- p. No notice, order, direction, determination, requirement, consent or approval under this License shall be of any affect unless it is in writing and signed by the Parties to this License.
- q. Still photography or filming is prohibited unless otherwise requested in writing by the Licensee and permission is authorized in writing by the Government, and only with strict observation of any additional precaution or procedure the Government may specify.
- r. Licensee is responsible for ensuring that the buildings are properly secured upon leaving the Licensed Premises each day during the term of the License. Licensee shall be required to pay for the repair or replacement of any structural damage (e.g., windows, walls, doors, floors) to the Licensed Premises caused from the training or vandalism.
- s. **LIVE MUNITION TRAINING IS STRICTLY PROHIBITED.** No hazardous materials or explosives are authorized within the Licensed Premises. Other than the specific simunition approved in Special Provision "t", no other chemicals, pyrotechnics, flame, heat, smoke, paint, etc., will be utilized by the Licensee. No smoking is permitted within the Licensed Premises.
- t. Licensee is authorized to use "12 GRAM LOW ROLL NON-RELOADABLE DISTRACTION DEVICE," as described in the MSDS attached hereto as Exhibit "F". Licensee agrees to collect and dispose of all spent device cartridges once the training event is complete. When training in building interiors, Licensee agrees to properly clean up (wipe down, sweep, etc.) any visible or excess created by the device
- u. Notification is hereby given that the buildings authorized for use for training purposes at the former Concord Naval Weapons Station may contain asbestos. Your agency's Industrial Hygiene Specialist may coordinate access to verify the presence of friable asbestos. All posted signs stating limited or prohibited access due to asbestos must be followed. Information regarding asbestos is hereby attached as Attachment "A" to these Special Provisions (Fact Sheet July 2003; "What is Asbestos?" – 3 pages) and made part of this License agreement with the Department of the Navy. If you have any questions, please call the CSO (as cited in paragraph a. of these Special Provisions).
- v. The Licensed Premises are delivered to the Licensee "AS IS, WHERE IS", and, as such, the Government makes no warranty as to such facilities and property either as to their usability generally or as to their fitness for any particular purpose. At the termination of this License, Licensee shall turn over to the Government the Licensed Premises in the same, or as good a condition in which they were received, reasonable wear and tear excepted.
- w. Notice is hereby given that the Government is no longer maintaining the property at the level of an operational Navy base and safety hazards may be present. The Navy has not inspected the building and Licensee assumes any and all risk from its use.

- x. **LICENSEE ACKNOWLEDGES THAT LICENSEE AND ITS INVITEES ARE ENTERING THE LICENSED PREMISES AT THEIR OWN RISK AND LICENSEE EXPRESSLY INDEMNIFIES AND HOLDS THE LICENSOR HARMLESS FOR ANY DAMAGE OR HARM TO LICENSEE AND ITS INVITEES RESULTING FROM USE OF THE LICENSED PREMISES. LICENSEE ACKNOWLEDGES THAT IT HAS PROVIDED EACH INVITEE WITH A COMPLETE COPY OF THIS LICENSE AND HAS PERSONALLY ADVISED EACH INVITEE OF THE RISKS ASSOCIATED WITH USE OF THE LICENSED PREMISES, INCLUDING BUT NOT LIMITED TO THOSE RISKS RELATED TO CONTACT WITH UNEXPLODED ORDNANCE. SHOULD THE LICENSEE ENCOUNTER ANY METALLIC OBJECTS, IT SHALL IMMEDIATELY CEASE ALL ACTIVITY AND CONTACT THE CSO POINT OF CONTACT.**
- y. Law enforcement agencies that use canine units during their training must pick up dog waste and dispose in a proper manner upon leaving the Licensed Premises.
- z. Licensee may sublicense to entities without Government approval on the basis that all License terms and conditions will be provided to Sublicensee. Licensee shall be responsible for retaining documentation (sublicense, permits, etc.) related to Sublicensee use. Sublicensees shall be provided a copy of the entire License, including Asbestos fact sheet (Attachment "A").
- aa. Licensee acknowledges that planned training events may be cancelled at the request of the Licensor for reasons including but not limited to public events, access requests in support of the Navy environmental program, Navy response actions, etc.
- bb. Licensee acknowledges that one building (IA-7) is adjacent to the Licensed Premises has been Licensed to the City of Concord for use by its sublicensee for storage of vehicles and is hereby excluded from this License and is not a component of the Licensed Premises. Licensee shall not conduct training activities directly adjacent to IA-7 and shall not block or hinder the City of Concord (and its assigns) from entering IA-7.
- cc. Licensee is prohibited from accessing government owned remediation equipment stored in an enclosure adjacent to building IA-12 as shown in Exhibit "D."
- dd. Licensee is prohibited from vehicle use within area, depicted in Exhibit "D" due to remediation equipment (SVE) in the ground.
- ee. Licensee is authorized to use the North side of IA-15, next to the fire burn box, for bicycle storage as shown in Exhibit "E".
- ff. The failure of Licensor to enforce any provision of this License shall not be construed as waiver of that or any other provision herein.
- gg. Licensee shall have the right to self-insure. In the event that Licensee does self-insure, Licensee shall provide written evidence of such self-insurance to Licensor, and shall include the Licensor as additional insured under such self-insurance coverage as described in General Provision 9. If Licensee does not self-insure, then, during the entire term of this Agreement, Licensee shall provide and maintain, in full force and effect at all times, insurance policies meeting the requirements described in General Provision 9, unless otherwise expressed in writing by the Licensor.

hh. In the event of conflict with the General Provisions of the License, the Special Provisions shall prevail and override the General Provisions.

LICENSEE ACKNOWLEDGMENT:

Licensee

Date

Exhibit D
Building IA-12 - Prohibited Access Area
N4769223RP23P12

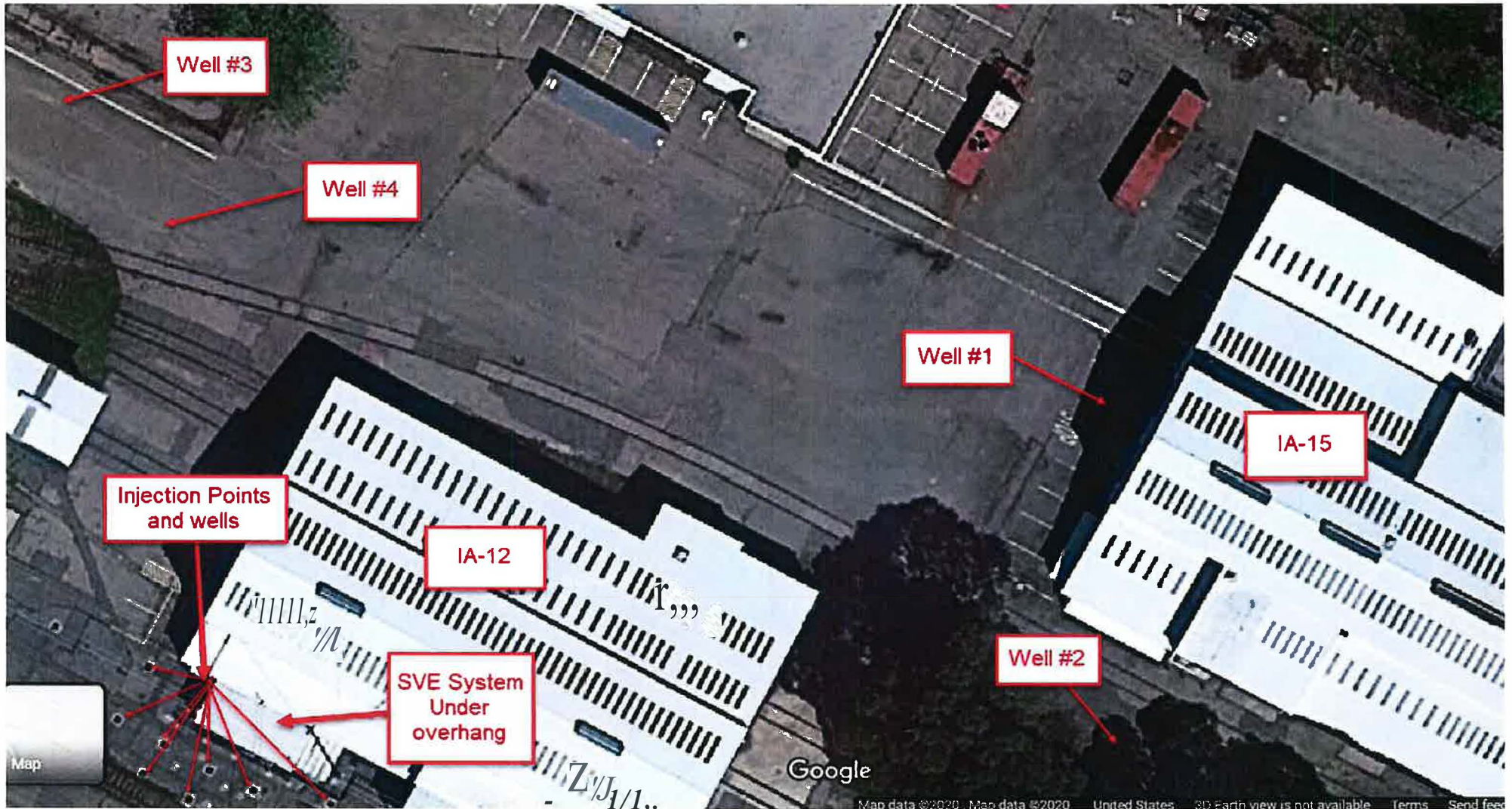


Exhibit E
Bldg IA-15 - Bicycle Storage
N4769223RP23P12



Safety Data Sheet

according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
OSHA GHS

Printing date July 07, 2015

Revision: July 07, 2015

SECTION 1: Identification of the substance/mixture and of the company/undertaking**1.1 Product identifier**

Trade name: **12-Gram Low Roll™ Non-Reloadable Distraction Device®**

Article number: 8902NR (1091494)

1.2 Relevant identified uses of the substance or mixture and uses advised against
No further relevant information available.

1.3 Details of the supplier of the Safety Data Sheet**Manufacturer/Supplier:**

Safariland, LLC
13386 International Parkway
Jacksonville, FL 32218
Customer Care (800) 347-1200




Further information obtainable from: Customer Care Department

1.4 Emergency telephone number:

ChemTel Inc.
(800)255-3924, +1 (813)248-0585

SECTION 2: Hazards identification**2.1 Classification of the substance or mixture****Classification according to Regulation (EC) No 1272/2008**

Classifications listed are applicable to the OSHA GHS Hazard Communication Standard (29 CFR 1910.1200).

 exploding bomb

Expl. 1.4 H204 Fire or projection hazard.

Additional information:

There are no other hazards not otherwise classified that have been identified.

0 % of the mixture consists of component(s) of unknown toxicity.

2.2 Label elements**Labelling according to Regulation (EC) No 1272/2008**

The product is additionally classified and labelled according to the Globally Harmonized System within the United States (GHS).

The product is classified and labelled according to the CLP regulation.

Hazard pictograms

GHS01

Signal word Warning**Hazard statements**

H204 Fire or projection hazard.

(Cont'd. on page 2)

Safety Data Sheet

according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
OSHA GHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 1)

- **Precautionary statements**

- P210 Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
- P250 Do not subject to grinding/shock/friction.
- P280 Wear protective gloves/protective clothing/eye protection/face protection.
- P373 DO NOT fight fire when fire reaches explosives.
- P370+P380 In case of fire: Evacuate area.
- P372 Explosion risk in case of fire.
- P401 Store in accordance with local/regional/national/international regulations.
- P501 Dispose of contents/container in accordance with local/regional/national/international regulations.

- **Additional information:**

Contains lead. Should not be used on surfaces liable to be chewed or sucked by children.
Can become highly flammable in use.

- **NFPA ratings (scale 0-4)**



Health = 1
Fire = 0
Reactivity = 3

- **HMS-ratings (scale 0-4)**



Health = 1
Fire = 0
Reactivity = 3

• HMS Long Term Health Hazard Substances
7778-74-7 potassium perchlorate

- **2.3 Other hazards**

- **Results of PBT and vPvB assessment**

- **PBT:** Not applicable.
- **vPvB:** Not applicable.

- **Explosive Product Notice**

PREVENTION OF ACCIDENTS IN THE USE OF EXPLOSIVES - The prevention of accidents in the use of explosives is a result of careful planning and observance of the best known practices. The explosives user must remember that he is dealing with a powerful force and that various devices and methods have been developed to assist him in directing this force. He should realize that this force, if misdirected, may either kill or injure both him and his fellow workers.

WARNING - All explosives are dangerous and must be carefully handled and used following approved safety procedures either by or under the direction of competent, experienced persons in accordance with all applicable federal, state, and local laws, regulations, or ordinances. If you have any questions or doubts as to how to use any explosive product, **DO NOT USE IT** before consulting with your supervisor, or the manufacturer, if you do not have a supervisor. If your supervisor has any questions or doubts, he should consult the manufacturer before use.

(Cont'd. on page 3)

Safety Data Sheet
according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
OSHAGHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 2)

SECTION 3: Composition/information on ingredients**3.2 Mixtures**

Description: Mixture of substances listed below with nonhazardous additions.

Dangerous components:

CAS: 7778-74-7 EINECS: 231-912-9 Index number: 017-008-00-5	potassium perchlorate Ox. Sol. 1, H271 Acute Tax. 4, H302	25-50%
CAS: 7429-90-5 EINECS: 231-072-3 Index number: 013-001-00-6	aluminium powder (pyrophoric) Pyr.-Sol. 1 H250; Water:react 2, i-fl6_f	25-50%
CAS: 7439-95-4 EINECS: 231-104-6 Index number: 012-001-00-3	magnesium powder (pyrophoric) Pyr.-sol 1 H250; water-react: 1: r12eo	10-25%
CAS: 7440-50-8 EINECS: 231-159-6	copper substance with a Community workplace exposure limit	2,5-10%
CAS: 7440-66-6	zinc metal Aquatic Ac-ute H400; Aquatic-Chron-ic 1, H410	2.5%
CAS: 3811-04-9 EINECS: 223-289-7 Index number: 017-004-00-3	potassium chlorate Oxid. 1, H271 Aquatic Chronic 2, H411 Acute Tax. 4, H302; Acute Tax. 4, H332	2.5%
CAS: 592-87-0 EINECS: 209-774-6 Index number: 082-001-00-6	lead dithiocyanate C.Sic. 1B, H350; Repr. fA, H360Df; st OT RE 2, H373 Aquatic Acute 1, H400; Aquatic Chronic 1, H410 Acute Tax. 4, H302; Acute Tax. 4, H332	2.5%
CAS: 10294-40-3 EINECS: 233-660-5 Index number: 056-002-00-7	barium chromate * i e ! J ⁵ , 3 ; ; ; e - 4, - ; ; ;	2.5%

Additional information:

For the listed ingredients, the identity and exact percentages are being withheld as a trade secret.

SECTION 4: First aid measures**4.1 Description of first aid measures**

General information: Immediately remove any clothing soiled by the product.

After inhalation:

Unlikely route of exposure.

Supply fresh air; consult doctor in case of complaints.

After skin contact:

Generally the product does not irritate the skin.

Wash with soap and water.

If skin irritation is experienced, consult a doctor.

(Cont'd. on page 4)

Safety Data Sheet
 according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
 OSHA GHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 3)

- **After eye contact:**
 Remove contact lenses if worn.
 Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.
- **After swallowing:**
 Unlikely route of exposure.
 Do not induce vomiting; call for medical help immediately.
- **4.2 Most important symptoms and effects, both acute and delayed** Blast injury if mishandled.
- **Hazards** Danger of blast or crush-type injuries.
- **4.3 Indication of any immediate medical attention and special treatment needed**
 Product may produce physical injury if mishandled. Treatment of these injuries should be based on the blast and compression effects.

SECTION 5: Firefighting measures

- **5.1 Extinguishing media**
- **Suitable extinguishing agents:**
 DO NOT fight fire when fire reaches explosives.
 Use fire extinguishing methods suitable to surrounding conditions.
- **For safety reasons unsuitable extinguishing agents:** None.
- **5.2 Special hazards arising from the substance or mixture**
 Product may explode if burned in confined space. Individual cartridges may explode. Mass explosion of many cartridges at once is unlikely.
- **5.3 Advice for firefighters**
- **Protective equipment:**
 Wear self-contained respiratory protective device.
 Wear fully protective suit.
- **Additional information**
 Eliminate all ignition sources if safe to do so.
 Flammability Classification: (defined by 29 CFR 1910.1200) Explosive. Can explode under fire conditions. Individual devices will randomly explode. Will not mass explode if multiple devices are involved. Burning material may produce toxic and irritating vapors. In unusual cases, shrapnel may be thrown from exploding devices under containment. See 2008 Emergency response Guidebook for further information.

SECTION 6: Accidental release measures

- **6.1 Personal precautions, protective equipment and emergency procedures**
 FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTEL AT 1-800-255-3924. Spills of this material should be handled carefully. Do not subject materials to mechanical shock or extreme heat. A spill of this material will normally not require emergency response team capabilities.
 Remove persons from danger area.
 Ensure adequate ventilation
 Wear protective clothing.
 Protect from heat.
 Isolate area and prevent access.
- **6.2 Environmental precautions:** No special measures required.

(Cont'd. on page 5)

Safety Data Sheet

according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
OSHA GHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 4)

• **6.3 Methods and material for containment and cleaning up:**

Pick up mechanically.
Send for recovery or disposal in suitable receptacles.

• **6.4 Reference to other sections**

See Section 7 for information on safe handling.
See Section 8 for information on personal protection equipment.
See Section 13 for disposal information.

SECTION 7: Handling and storage

• **7.1 Precautions for safe handling**

Handle with care. Avoid jolting, friction and impact.
Use only in well ventilated areas.
Do not subject to grinding/shock/friction.

• **Information about fire - and explosion protection:**

Protect from heat.
Emergency cooling must be available in case of nearby fire.

• **7.2 Conditions for safe storage, including any incompatibilities**

• **Storage:**

• **Requirements to be met by storerooms and receptacles:** Store in a cool location.

• **Information about storage in one common storage facility:**

Store away from foodstuffs.
Store away from flammable substances.

• **Further information about storage conditions:**

Store in cool, dry conditions in well sealed receptacles.
Keep away from heat.

• **7.3 Specific end use(s)** No further relevant information available.

SECTION 8: Exposure controls/personal protection

• **Additional information about design of technical facilities:** No further data; see section 7.

• **8.1 Control parameters**

• **Ingredients with limit values that require monitoring at the workplace:**

7429-90-5 aluminium powder (pyrophoric)

PEL (USA)	Long-term value: 15*; 15** mg/m ³ *Total dust; ** Respirable fraction
REL (USA)	Long-term value: 10* 5** mg/m ³ as Al*Total dust**Respirable/pyro powd./welding f.
TLV (USA)	Long-term value: 1* mg/m ³ as Al; *as respirable fraction
EL (Canada)	Long-term value: 1,0 mg/m ³ respirable, as Al

(Cont'd. on page 6)

Safety Data Sheet
according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
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Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 5)

EV (Canada)	Long-term value: 5 mg/m ³ aluminium-containing (as aluminium)
-------------	---

7440-50-8 copper

PEL (USA)	Long-term value: 1* 0,1** mg/m ³ as Cu *dusts and mists **fume
REL (USA)	Long-term value: 1* 0,1** mg/m ³ as Cu *dusts and mists **fume
TLV (USA)	Long-term value: 1* 0,2** mg/m ³ *dusts and mists; **fume; as Cu
EL (Canada)	Long-term value: 1* 0,2** mg/m ³ *dusts and mists; **fume, as Cu
EV (Canada)	Long-term value: 0,2* 1** mg/m ³ as copper, *fume,**dust and mists

592-87-0 lead dithiocyanate

PEL (USA)	Long-term value: 5 mg/m ³ as CN; Skin
EV (Canada)	Long-term value: 0,05 mg/m ³ as Pb, Skin (organic compounds)

10294-40-3 barium chromate

PEL (USA)	Long-term value: 0,005* mg/m ³ Ceiling limit: 0,1** mg/m ³ *as Cr(VI) **as CrO ₃ ; see 29 CFR 1910, 1026
REL (USA)	Long-term value: 0,0002 mg/m ³ as Cr; See Pocket Guide Apps. A and C
TLV (USA)	Long-term value: 0,01 mg/m ³ as Cr
EL (Canada)	Long-term value: 0,01 mg/m ³ as Cr; ACGIH A1, IARC 1

- **DNELs** No further relevant information available.
- **PNECs** No further relevant information available.

· **Ingredients with biological limit values:****10294-40-3 barium chromate**

BEI (USA)	25 µg/L Medium: urine Time: end of shift at end of workweek Parameter: Total chromium (fume)
	10 µg/L Medium: urine Time: increase during shift Parameter: Total chromium (fume)

- **Additional information:** No further relevant information available.

(Cont'd. on page 7)

Safety Data Sheet
according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
OSHAGHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 6)

- **8.2 Exposure controls**

- **Personal protective equipment:**

- **General protective and hygienic measures:**

The usual precautionary measures are to be adhered to when handling chemicals.

Keep away from foodstuffs, beverages and feed.

Immediately remove all soiled and contaminated clothing.

Wash hands before breaks and at the end of work.

- **Respiratory protection:**

Not required under normal conditions of use.

Wear positive pressure NIOSH or European EN149 vapor respirators when deploying product in large quantities.

- **Protection of hands:**

Wear gloves for the protection against mechanical hazards according to NIOSH or EN 388.

- **Material of gloves**

The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. As the product is a preparation of several substances, the resistance of the glove material can not be calculated in advance and has therefore to be checked prior to the application.

- **Penetration time of glove material**

The exact break through time has to be found out by the manufacturer of the protective gloves and has to be observed.

- **Eye protection:**



Safety glasses

- **Body protection:** Protective work clothing

- **Limitation and supervision of exposure into the environment**

No further relevant information available.

- **Risk management measures**

Organizational measures should be in place for all activities involving this product.

SECTION 9: Physical and chemical properties

- **9.1 Information on basic physical and chemical properties**

- **General Information**

- **Appearance:**

Form:

Solid material

Colour:

According to product specification

- **Odour:**

Odourless

- **Odour threshold:**

Not determined.

- **pH-value:**

Not applicable.

- **Change in condition**

Melting point/Melting range:

Not Determined.

Boiling point/Boiling range:

Undetermined.

(Cont'd. on page 8)

Safety Data Sheet
according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
OSHAGHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 7)

- **Flash point:** Not applicable.
- **Flammability (solid, gaseous):** Fire or projection hazard.
- **Auto/Self-ignition temperature:** Not determined.
- **Decomposition temperature:** Not determined.
- **Self-igniting:** Product is not self-igniting.
- **Danger of explosion:** Heating may cause an explosion.
- **Explosion limits:**
 - Lower: Not determined.
 - Upper: Not determined.
- **Oxidising properties** Contains oxidizing agent.
- **Vapour pressure:** Not determined.
- **Density:** Not determined.
- **Relative density** Not determined.
- **Vapour density** Not applicable.
- **Evaporation rate** Not applicable.
- **Solubility in / Miscibility with water:** Variable, dependent upon product composition and packaging.
- **Partition coefficient (n-octanol/water):** Not determined.
- **Viscosity:**
 - Dynamic: Not applicable.
 - Kinematic: Not applicable.
- **9.2 Other information** No further relevant information available.

SECTION 18: Stability and reactivity

- **10.1 Reactivity** No further relevant information available.
- **10.2 Chemical stability**
- **Thermal decomposition / conditions to be avoided:**
Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
- **10.3 Possibility of hazardous reactions**
Fire or projection hazard.
Toxic fumes may be released if heated above the decomposition point.
- **10.4 Conditions to avoid** No further relevant information available.
- **10.5 Incompatible materials:** No further relevant information available.
- **10.6 Hazardous decomposition products:** Leadoxide vapour

(Cont'd. on page 9)

Safety Data Sheet
according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
OSHAGHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 8)

SECTION 11: Toxicological information

- **11.1 Information on toxicological effects**

This is a packaged product that will not result in exposure to the contents under normal conditions of use. In the event of exposure, administer first aid appropriate for symptoms present.

- **Acute toxicity**

- **LD/LCS0 values relevant for classification:**

7758-97-6 lead chromate

Oral LCS0 112000 mg/kg (mouse)

- **Primary irritant effect:**

- **Skin corrosion/irritation**

Not a skin irritant in unused form. Vapors/particles from used product are possibly irritating to skin.

- **Serious eye damage/irritation**

Not an eye irritant in unused form. Vapors/particles from used product are possibly irritating to eyes.

- **Respiratory or skin sensitisation** Based on available data, the classification criteria are not met.

- **Additional toxicological information:**

Normal handling of the undeployed product poses little or no health hazards, One should avoid inhalation by wearing appropriate respiratory protection when exposed to the chemical ingredients of the product above listed TLV's or when exposed to the post ignition by-products. This product is a canister which contains the various components completely sealed within. Therefore, under normal handling of this product, no exposure to any harmful materials will occur. When the product is used, particles may be generated which may be irritating to the eyes and the respiratory tract.

- **Acute effects (acute toxicity, irritation and corrosivity):** Danger of blast or crush-type injuries.

- **Repeated dose toxicity:** No further relevant information available.

- **CMR effects (carcinogenicity, mutagenicity and toxicity for reproduction):**

- **Germ cell mutagenicity**

Based on available data, the classification criteria are not met.

- **Carcinogenicity**

Based on available data, the classification criteria are not met.

- **Reproductive toxicity**

Based on available data, the classification criteria are not met.

- **STOT-single exposure**

Based on available data, the classification criteria are not met.

- **STOY-repeated exposure**

Based on available data, the classification criteria are not met.

- **Aspiration hazard**

Based on available data, the classification criteria are not met.

SECTION 12: Ecological information

- **12.1 Toxicity**

- **Aquatic toxicity:** No further relevant information available.

- **12.2 Persistence and degradability** No further relevant information available.

- **12.3 Bioaccumulative potential** May be accumulated in organism

- **12.4 Mobility in soil** No further relevant information available.

- **Additional ecological information:**

- **General notes:**

Do not allow product to reach ground water, water course or sewage system.

Danger to drinking water if even small quantities leak into the ground.

The product contains heavy metals. Avoid transfer into the environment. Specific preliminary treatments are necessary

(Cont'd. on page 10)

Safety Data Sheet
according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
OSHA GHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 9)

- **12.5 Results of PBT and vPvB assessment**
- **PBT:** Not applicable.
- **vPvB:** Not applicable.
- **12.6 Other adverse effects** No further relevant information available.

SECTION 13: Disposal considerations

- **13.1 Waste treatment methods**
- **Recommendation**
Must not be disposed together with household garbage. Do not allow product to reach sewage system. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes. Residual materials should be treated as hazardous.
- **Uncleaned packaging:**
- **Recommendation:** Disposal must be made according to local official regulations.
- **Recommended cleansing agents:** Water, if necessary together with cleansing agents.

SECTION 14: Transport information

- **14.1 UN-Number**
- **DOT, ADR, IMDG, IATA** UN0452
- **14.2 UN proper shipping name**
- **DOT** Grenades, Practice
- **ADR** 0452 GRENADES, PRACTICE
- **IMDG, IATA** GRENADES, PRACTICE
- **14.3 Transport hazard class(es)**

· DOT



- **Class** 1.4
- **Label** 1.4

· ADR

- **Class** 1.4(-)
- **Label** 1.4G

· IMDG, IATA



- **Class** 1.4
- **Label** 1.4G

(Cont'd. on page 11)

Safety Data Sheet

according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and OSHAGHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 10)

- 14.4 Packing group II
- DOT, ADR, IMDG, IATA
- 14.5 Environmental hazards:
- Special marking (IATA): Prohibited from Transport in Passenger Aircraft.



Cargo Aircraft Only.

- 14.6 Special precautions for user Not applicable.
- EMS Number: F-B,S-X
- 14.7 Transport in bulk according to Annex II of Marpol and the IBC Code Not applicable.
- Transport/Additional information:

- **ADR**
- Limited quantities (LQ) 0
- Excepted quantities (EQ) Code: ED
Not permitted as Excepted Quantity
- Transport category 2
- Tunnel restriction code E
- UN "Model Regulation": UN0452, Grenades, Practice, 1.4, II

I SECTION 15: Regulatory information

- 15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture United States (USA)

·SARA

· Section 355 (extremely hazardous substances):	
None of the ingredients are listed.	
· Section 313 (Specific toxic chemical listings):	
7429-90-5	aluminium powder (pyrophoric)
7440-50-8	copper
7440-66-6	zinc metal
· TSCA (Toxic Substances Control Act):	
All ingredients are listed.	
· Proposition 65 (California):	
· Chemicals known to cause cancer:	
592-87-0	lead dithiocyanate
10294-40-3	barium chromate
7758-97-6	lead chromate
· Chemicals known to cause reproductive toxicity for females:	
10294-40-3	barium chromate
7758-97-6	lead chromate

(Cont'd. on page 12)

Safety Data Sheet
according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
OSHAGHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 11)

· Chemicals known to cause reproductive toxicity for males:		
10294-40-3	barium chromate	
7758-97-6	lead chromate	
· Chemicals known to cause developmental toxicity:		
10294-40-3	barium chromate	
7758-97-6	lead chromate	
· Carcinogenic Categories		
· EPA (Environmental Protection Agency)		
7778-74-7	potassium perchlorate	NL
7440-50-8	copper	D
7440-66-6	zinc metal	D, I, II
10294-40-3	barium chromate	A(inh), D(oral), K/L(inh), CBD(oral)
· IARC (International Agency for Research on Cancer)		
10294-40-3	barium chromate	11
· TLV (Threshold Limit Value established by ACGIH)		
7429-90-5	aluminium powder (pyrophoric)	IA4
10294-40-3	barium chromate	IA1
· NIOSH-Ca (National Institute for Occupational Safety and Health)		
10294-40-3	barium chromate	
· Canada		
· Canadian Domestic Substances List (DSL)		
All ingredients are listed.		
· Canadian Ingredient Disclosure list (limit 0.1%)		
10294-40-3	barium chromate	
· Canadian Ingredient Disclosure list (limit 1%)		
7429-90-5	aluminium powder (pyrophoric)	
7440-50-8	copper	
· Directive 2012/18/EU		
· Named dangerous substances - ANNEX I None of the ingredients are listed.		
· Other regulations, limitations and prohibitive regulations		
This product has been classified in accordance with hazard criteria of the Controlled Products Regulations and the SOS contains all the information required by the Controlled Products Regulations.		
· Substances of very high concern (SVHC) according to REACH, Article 57		
None of the ingredients are listed.		
· 15.2 Chemical safety assessment: A Chemical Safety Assessment has not been carried out.		

(Cont'd. on page 13)

Safety Data Sheet

according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
OSHAGHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

(Cont'd. from page 12)

SECTION 16: Other information

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

Relevant phrases

- H250 Catches fire spontaneously if exposed to air.
- H260 In contact with water releases flammable gases which may ignite spontaneously.
- H261 In contact with water releases flammable gases.
- H271 May cause fire or explosion; strong oxidiser.
- H302 Harmful if swallowed.
- H332 Harmful if inhaled.
- H350 May cause cancer.
- H360Df May damage the unborn child. Suspected of damaging fertility.
- H373 May cause damage to organs through prolonged or repeated exposure.
- H400 Very toxic to aquatic life.
- H410 Very toxic to aquatic life with long lasting effects.
- H411 Toxic to aquatic life with long lasting effects.

Abbreviations and acronyms:

- ADR: Accord européen sur le transport des marchandises dangereuses par Route (European Agreement concerning the International Carriage of Dangerous Goods by Road)
- IMDG: International Maritime Code for Dangerous Goods
- DOT: US Department of Transportation
- IATA: International Air Transport Association
- GHS: Globally Harmonised System of Classification and Labelling of Chemicals
- ACGIH: American Conference of Governmental Industrial Hygienists
- EINECS: European Inventory of Existing Commercial Chemical Substances
- ELINCS: European List of Notified Chemical Substances
- GAS: Chemical Abstracts Service (division of the American Chemical Society)
- NFPA: National Fire Protection Association (USA)
- HMIS: Hazardous Materials Identification System (USA)
- DNEL: Derived No-Effect Level (REACH)
- PNEC: Predicted No-Effect Concentration (REACH)
- LC50: Lethal concentration, 50 percent
- LD50: Lethal dose, 50 percent
- PBT: Persistent, Bioaccumulative and Toxic
- SVHC: Substances of Very High Concern
- vPvB: very Persistent and very Bioaccumulative
- Expl. 1.4: Explosives, Division 1.4
- Pyr. Sol. 1: Pyrophoric Solids, Hazard Category 1
- Water-react. 1: Substances and Mixtures which, in contact with water, emit flammable gases, Hazard Category 1
- Water-react. 2: Substances and Mixtures which, in contact with water, emit flammable gases, Hazard Category 2
- Ox. Sol. 1: Oxidising Solids, Hazard Category 1
- Acute Tox. 4: Acute toxicity, Hazard Category 4
- Care. 1A: Carcinogenicity, Hazard Category 1A
- Care. 1B: Carcinogenicity, Hazard Category 1B
- Repr. 1A: Reproductive toxicity, Hazard Category 1A
- STOT RE 2: Specific target organ toxicity - Repeated exposure, Hazard Category 2
- Aquatic Acute 1: Hazardous to the aquatic environment - Acute Hazard, Category 1
- Aquatic Chronic 1: Hazardous to the aquatic environment - Chronic Hazard, Category 1
- Aquatic Chronic 2: Hazardous to the aquatic environment - Chronic Hazard, Category 2

Sources

SOS Prepared by:
ChemTel Inc.

(Cont'd. on page 14)

Safety Data Sheet
according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
OSHAGHS

Printing date July 07, 2015

Revision: July 07, 2015

Trade name: 12-Gram Low Roll™ Non-Reloadable Distraction Device®

1305 North Florida Avenue
Tampa, Florida USA 33602-2902
Toll Free North America 1-888-255-3924 Intl. +01 813-248-0573
Website: www.chemtelinc.com

(Cont'd. from page 13)



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: April 4, 2023

Subject: Medical Staff Appointments and Reappointments - March 1, 2023

RECOMMENDATION(S):

APPROVE the new medical staff, affiliates and tele-radiologist appointments and reappointments, additional privileges, medical staff advancement, and voluntary resignations as recommended by the Medical Staff Executive Committee, at their March 20, 2023 meeting, and by the Health Services Director.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee at their March 20, 2023 meeting.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with The Joint Commission on Accreditation of Healthcare Organizations.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Gina Soleimanieh, 925-370-5182

By: , Deputy

cc:

ATTACHMENTS

March List

Anna M. Roth, R.N., M.S., M.P.H.
Health Services Director

Samir B. Shah, M.D., F.A.C.S
Chief Executive Officer
Contra Costa County Regional Medical Center and
Health Centers
Contra Costa Health Services



CONTRA COSTA REGIONAL
MEDICAL CENTER
AND HEALTH CENTERS

2500 Alhambra Avenue
Martinez, California 94553-3156
Ph. 925-370-5000

A. Applications for Staff Membership

Applicant	Department/ Specialty
Fernandez, Carlos, MD	Psychiatry/Psychology
Salber, Jason, MD	Diagnostic Imaging
Sogge, Merle, MD	Internal Medicine - Gastro

B. Staff Advancing to Non-Provisional

Provider	Department	Staff Status
Harris, Laura, MD	DFAM	A

C. Biennial Reappointments

Provider	Department	Staff Status
Hatcher, Jenika, DDS	Dental	A
Sarvi, Tina, DDS	Dental	A
Carr, Megan, DO	DFAM	A
Holmes, Michelle, MD	DFAM	A
Karpowicz, Scott, MD	DFAM	A
Maramonte, Shelly, MD	DFAM	A
Moeller, Kristin, MD	DFAM	A
Orengo-McFarlane, Michelle, MD	DFAM	A
Wu, Eureka, DO	DFAM	A
Hayashi, Aaron, MD	Diagnostic Imaging	A
Ringo, Patrice, MD	Emergency Medicine	A
Freedman, Julie, MD	Hospital Medicine	A
Jester, Geena, MD	Hospital Medicine	A
Saud, Shakir, MD	Hospital Medicine	A
Arnold, Stephen, MD	Internal Medicine	A
Chaudhry, Nusrat, MD	Internal Medicine	A
Hamid, Elizabeth, MD	Internal Medicine	C
Lee, John, MD	Internal Medicine	A
Nainani, Neha, MD	Internal Medicine	C
Elsenheimer, Kaitlin, MD	OB/GYN	A
Keller, Lisa, MD	OB/GYN	A
Lepp, Nathaniel, MD	OB/GYN	A
Mohr, Victoria, MD	OB/GYN	P
Blaisch, Brian, MD	Pediatrics	A
Forouhar, Sara, MD	Pediatrics	A
Hubert, Kristin, MD	Pediatrics	C
Levy, Jennifer, MD	Pediatrics	C

Cole, Katherine, DO	Psychiatry/Psychology	A
Ruiz, Mary Beth, PHD	Psychiatry/Psychology	A
Berguer, Ramon, MD	Surgery	A
Sinha, Nanda, MD	Surgery	A

D. Biennial Renewal of Privileges

Provider	Department	Staff Category
Berg, Catherine, MD	DFAM	AFF
Pierson-Brown, Leigh, NP	Pediatrics	AFF

E. Biennial Reappointments for Teleradiologists (vRad)

Provider	Department
Nicell, Donald, MD	Diagnostic Imaging

F. Voluntary Resignation

Provider	Department
Cavallaro, Grace, MD	OB/GYN
Feierabend, Susan, MD	OB/GYN
Miller, Robert, MD	Diagnostic Imaging
Mutter, Bettina, MD	Psychiatry/Psychology
O'Neal, Erica, MD	Psychiatry/Psychology
Wille, Mark, MD	Internal Medicine



Contra
Costa
County

To: Board of Supervisors
From: Thomas L. Geiger, Chief Assistant County Counsel
Date: April 4, 2023

Subject: Conflict of Interest Code for the Clerk-Recorder-Elections Department

RECOMMENDATION(S):

APPROVE amended list of designated positions for the Conflict of Interest Code for the Clerk-Recorder-Elections Department ("Department").

FISCAL IMPACT:

None.

BACKGROUND:

The Department has amended the list of designated positions in its Conflict of Interest Code and submitted the revised list, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5.

The changes include the addition and deletion of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the Department. A red-lined version of the list of designated positions is attached as Exhibit B.

CONSEQUENCE OF NEGATIVE ACTION:

None.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/04/2023** 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: April 4, 2023

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

Contact: Kurtis C. Keller, Deputy County Counsel, (925) 655-2200

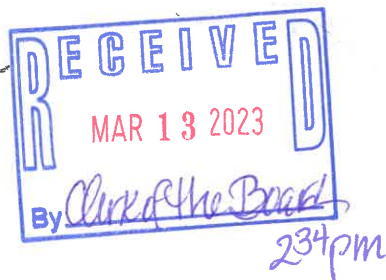
By: , Deputy

cc: Kurtis C. Keller, Deputy County Counsel, Monica Nino, Clerk of the Board of Supervisors, Kristin B. Connelly, Clerk-Recorder

ATTACHMENTS

Exhibit A - Conflict of Interest Code of the Clerk-Recorder-Elections Department - Designated Positions

Exhibit B - Conflict of Interest Code of the Clerk-Recorder-Elections Department - Designated Positions - REDLINED

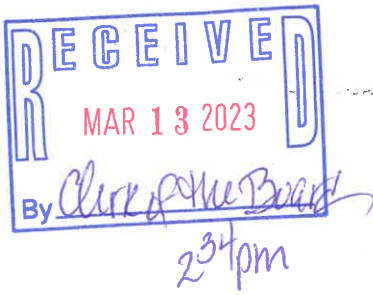


**CLERK-RECORDER DEPARTMENT
CONFLICT-OF-INTEREST CODE**

FILING LIST

<u>Designated Positions</u>	<u>Disclosure Category</u>
County Clerk-Recorder ¹	1
Deputy County Clerk-Recorder	1
Assistant County Clerk-Recorder	1
Assistant County Registrar	1
Executive Secretary	1
Clerk-Recorder Services Manager (2)	1
Elections Processing Supervisors (4)	1
Network Administrator II	1
Outreach Coordinator	1
Voter Education and Engagement Specialist	1
Administrative Services Assistant II	1
Elections Services Manager (3)	1
Information Systems Manager	1

¹ County Clerk-Recorder files with Clerk of the Board of Supervisors under Government Code §87500(0).
Amended October 10, 1996.



**CLERK-RECORDER DEPARTMENT
CONFLICT-OF-INTEREST CODE**

FILING LIST

<u>Designated Positions</u>	<u>Disclosure Category</u>
County Clerk-Recorder ¹	1
Deputy County Clerk-Recorder	1
Administrative Analyst	1
Assistant County Clerk-Recorder	1
Assistant County Registrar	1
Executive Secretary	1
Clerk-Recorder Services Manager (2)	1
Elections Services Manager (2)	1
Elections Processing Supervisors (4)	1
Network Administrator II	1
Outreach Coordinator	1
Voter Education and Engagement Specialist	1
Elections Services Manager (3)	1
Administrative Services Assistant II	1
Information Systems Manager	1

¹ County Clerk-Recorder files with Clerk of the Board of Supervisors under Government Code §87500(0).
Amended October 10, 1996.