

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**  
Other Location: 1516 Kamole Street, Honolulu, HI. 96821

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

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

**CANDACE ANDERSEN**, 2ND DISTRICT

**DIANE BURGIS**, 3RD DISTRICT

**KEN CARLSON**, 4TH DISTRICT

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

The public may attend the Board meeting in person and remotely via call-in or Zoom. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at [www.contracosta.ca.gov](http://www.contracosta.ca.gov). Meetings of the Board are closed-captioned in real time.

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

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

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

**AGENDA**  
**August 15, 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. *East Bay Municipal Utility District v. Contra Costa County, et al.*, Contra Costa County Superior Court Case No. N21-1274
2. *Sierra Club, et al. v. Contra Costa County*, Contra Costa County Superior Court Case No. N21-1509
3. *Town of Danville v. Contra Costa County, et al.*, Contra Costa County Superior Court Case No. N21-1525

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

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

**Inspirational Thought-** *"One child, one teacher, one book, and one pen can change the world."*  
~Malala Yousafzai, Nobel Prize laureate and education activist

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.86 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

**PRESENTATIONS (5 Minutes Each)**

- PR.1** PRESENTATION proclaiming August 2023 as Child Support Awareness Month. (Lori Cruz, Child Support Services Director)

**DISCUSSION ITEMS**

- D.1** HEARING to consider adoption of Resolution No. 2023/527 approving the Lima/Luna Rezone and Land Conservation Contract Project located at 6300 Old School Road in the Tassajara Valley area, including adoption of a rezoning ordinance and adoption of a resolution establishing a new agricultural preserve and approving a new land conservation contract, and related actions under the California Environmental Quality Act. (John Lima and Marcela Luna, as trustees of the John Lima and Marcela Luna Family Trust – Applicants/Owners) (Will Nelson – Department of Conservation and Development)
- D.2** CONSIDER the recommendation of the Historical Landmarks Advisory Committee (HLAC) to prepare a historic preservation ordinance for the county and PROVIDE any direction. (Carol Jensen, HLAC Chair)



- D.3** CONSIDER accepting a report on proposed public outreach and engagement during the public review and comment period for the Draft Contra Costa County 2045 General Plan and Draft Contra Costa County Climate Action Plan - 2024 Update. (Will Nelson and Jody London, Department of Conservation and Development)
- D.4** ACCEPT report as presented by the Employment and Human Services Director and provide guidance regarding waiving of income for Guaranteed Income Pilot payments for individuals residing in Contra Costa County. (Marla Stuart, Employment and Human Services Director)
- D.5** RECEIVE monthly update on the activities and oversight of the County's Head Start Program and provide guidance. (Marla Stuart, Employment and Human Services Director)

**D. 6** CONSIDER Consent Items previously removed.

**D. 7** PUBLIC COMMENT (2 Minutes/Speaker)

**D. 8** CONSIDER reports of Board members.

### ***ADJOURN***

### **CONSENT ITEMS**

#### **Road and Transportation**

- C. 1** ADOPT Resolution No. 2023/522 approving and authorizing the Public Works Director, or designee, to fully close a portion of San Pablo Dam Road between El Portal Drive and Appian Way, on September 17, 2023, from 6:00 a.m. through 7:00 p.m., for the purpose of the 28th Annual El Sobrante Stroll, El Sobrante area. (No fiscal impact)
- C. 2** ADOPT Resolution No. 2023/523 approving and authorizing the Public Works Director, or designee, to fully close a portion of Hillgrade Avenue between Lunada Lane and Crest Avenue, for one night between August 24, 2023 and August 25, 2023, from 8:00 p.m. through 3:00 a.m., for the purpose of replacing a utility pole and installing a switch, Alamo area. (No fiscal impact)
- C. 3** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract with DC Electric Group, Inc., in the amount of \$1,090,250 for the San Pablo Dam Road and Bailey Road Signal Hardware Upgrades Project, Bay Point and El Sobrante areas. (75% Highway Safety Improvement Program Funds, 25% Local Road Funds)

- C. 4 AWARD and AUTHORIZE the Public Works Director, or designee, to execute four on-call contracts with U.S.A. Trucking, Inc, 4 Brothers Trucking LLC, S.N. Sands Corporation (dba S&S Trucking), and Sekhon & Sons Trucking, Inc., in the amount of \$600,000 each, for the 2023 On-Call Trucking Services Contract(s) for Various Road and Flood Control Maintenance Work, Countywide. (100% Local Road and Flood Control Funds)
- C. 5 ADOPT Resolution No. 2023/528 accepting as complete the contracted work performed by W. R. Forde Associates, Inc., for the Tara Hills Full Trash Capture Project, as recommended by the Public Works Director, Tara Hills area. (100% Caltrans Storm Water Resources Control Board Grant Funds)
- C. 6 AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract with Chrisp Company in the amount of \$ 303,350 for the Franklin Canyon Road Safety Improvements Project, Martinez area. (92% State Highway Safety Improvement Program Funds, 8% Local Road Funds)

### **Engineering Services**

- C. 7 ADOPT Resolution No. 2023/520 accepting for recording purposes only an Offer of Dedication for Roadway Purposes for subdivision SD13-09338, for a project being developed by Ball Capital Management, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact)
- C. 8 ADOPT Resolution No. 2023/521 approving the first extension of the Subdivision Agreement for minor subdivision MS18-00007, for a project being developed by The Sherwood Family Revocable Trust, as recommended by the Public Works Director, Alamo area. (No fiscal impact)

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

- C. 9 APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to execute on behalf of the Contra Costa Clean Water Program, a contract with Arini Geographics LLC, in an amount not to exceed \$350,000 for the period August 15, 2023 through August 14, 2026, for Geographic Information Systems Support Services necessary to comply with federal and state stormwater rules contained in National Pollutant Discharge Elimination System Permits issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards, Countywide. (100% Cities and County Stormwater Utility Fee Assessments)

- C. 10** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Xanadu, LLC., for a north-facing hangar at Buchanan Field Airport effective August 20, 2023, in the monthly amount of \$380, Pacheco area (100% Airport Enterprise Fund).
- C. 11** APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to host the 7th Quadrennial Contra Costa County Creek and Watershed Symposium, to be held at the Pleasant Hill Community Center on October 26, 2023, to promote watershed stewardship with various community groups and other members of the community, Countywide. (26% County Flood Control District, 74% Contra Costa Resource Conservation District)

### **Geologic Hazard Abatement Districts**

- C. 12** Acting as the governing board of the Wiedemann Ranch Geological Hazard Abatement District (GHAD), ADOPT Resolution 2023/05 approving the revised Plan of Control dated July 17, 2023 for the Magee Preserve Development in the Wiedemann Ranch GHAD.

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

- C. 13** RECEIVE public report of litigation settlement agreements that became final during the period of May 1, 2023, through July 31, 2023, as recommended by County Counsel.
- C. 14** RECEIVE report concerning the final settlement of Sharlene Hanaway vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$110,154 as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund)
- C. 15** DENY claims filed by James & Susan Blair, Sherry Brown, Myrna Canaya, Iris Cruz, Christine Dang, Richard & Toni Davies, Melinda Duran, Judy Horvath, Star Joshua, Melanie Knight, Francis & Tamara Martin, Misty Lea McSorley, Robert Earl Mosley Jr., Alan Silveira, Brandon Silveira, Stanford Health Care, Liana Tellez, Scott Tinsley(2), Sofia Vera, Nicholas Warner, Farmers Insurance, a subrogee of Esther Jones, Subro Claims, on behalf of Geico Insurance a subrogee of Zara Dana, and USAA Casualty Insurance Company, a subrogee of James Patrick Dailey.
- C. 16** Acting as the governing board of the Contra Costa County Fire Protection District, DENY claim filed by Pete Avila Sr. and Jennifer Avila.

- C. 17 Acting as the governing board of the Contra Costa Housing Authority, DENY claim filed by A. Tidwell and A. Tidwell, as Guardian Ad Litem for R.B. Jr. and J.B.

### **Honors & Proclamations**

- C. 18 PROCLAIM August 2023 as Child Support Awareness Month, as recommended by the Child Support Services Director.
- C. 19 ADOPT Resolution No. 2023/532 recognizing Orlando Magdaleno for his 20 years of service to Contra Costa County, as recommended by the Public Works Director.
- C. 20 ADOPT Resolution No. 2023/662 recognizing Monument Impact for dedicated service to our community, as recommended by Supervisors Carlson and Gioia.
- C. 21 ADOPT Resolution No. 2023/533 to proclaim August 6-12, 2023 National Health Center Week in Contra Costa County, as recommended by Supervisor Gioia.

### **Appointments & Resignations**

- C. 22 REAPPOINT Mary Flott, Alamo resident, to the District II seat on the Family and Children's Trust Committee for a term ending September 30, 2025, as recommended by Supervisor Andersen.
- C. 23 ACCEPT the resignation of Martin Aufhauser, Eric Freitag, and Nuru Neemuchwalla from the Advisory Council on Aging, DECLARE vacancies in the Town of Moraga, City of Walnut Creek, and Member-at-Large #12 seats of the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancies, as recommended by the Employment and Human Services Director.
- C. 24 APPOINT Anya Ayyappan and Ian Cohen to the At-Large Youth seats 1 and 2 and Tumani Drew and Raymond Chimezie to the At-Large Community Representative seats 1 and 2 on the Juvenile Justice Coordinating Council (JJCC) for a term ending on August 15, 2025, as recommended by the Public Protection Committee.
- C. 25 ESTABLISH a 13-member Ad Hoc Steering Committee for the African American Holistic Wellness Hub Feasibility Study, as recommended by the Equity Committee.

### **Intergovernmental Relations**

- C. 26** APPROVE and AUTHORIZE the Conservation and Development Director to execute an Memorandum of Understanding with the Contra Costa Transportation Authority (CCTA), to pay CCTA in an amount not to exceed \$560,000 to implement the Accessible Transportation Strategic Plan for the period July 1, 2023 through June 30, 2025. (100% Measure X funds)

**Personnel Actions**

- C. 27** ADOPT Positional Adjustment Resolution No. 26180 to add one Assistant County Probation Officer-Exempt, and cancel one Assistant County Probation Officer-Exempt (position 15537) effective January 31, 2024 in the Probation Department. (100% General Fund)
- C. 28** ADOPT Position Adjustment Resolution No. 26271 to cancel one Administrative Services Assistant II (represented) position and add one Sheriff's Specialist (represented) position to the Office of the Sheriff. (Cost savings) County General Fund)
- C. 29** ADOPT Position Adjustment Resolution No. 26176 to add one District Attorney Senior Inspector (represented) position in the District Attorney's Office. (100% Employment and Human Services Department)
- C. 30** ADOPT Position Adjustment Resolution No. 26179 to reallocate salary schedule for the Deputy Public Defender series, reclassify existing positions and incumbents, and abolish the classification of Deputy Public Defender -Fixed Term and Deputy Public Defender - Fixed Term – Project. (100% General Fund)
- C. 31** ADOPT Position Adjustment Resolution No. 26177 to cancel one part time (32/40) Library Assistant-Journey Level (represented) position and add one part time (32/40) Driver Clerk (represented) position in the Library Department. (100% Library Fund, Measure X)
- C. 32** ADOPT Resolution No. 2023/531 approving a Side Letter between Contra Costa County and the Contra Costa County Defenders Association modifying Section 5.15 - Parallel Deputy Public Defender Compensation Adjustments, and Section 17 - Probationary Period, of the Memorandum of Understanding between the County and Association.
- C. 33** ADOPT Position Adjustment Resolution No. 26181 to cancel one Board of Supervisors Assistant - General Secretary (J993) (unrepresented) position and add one full-time Board of Supervisors Assistant - Specialist (J994) (unrepresented) position in the Board of Supervisors, District III office. (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. 34** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a grant amendment for elder abuse services with the U.S. Department of Justice, Office of Violence Against Women to extend the term from an end date of September 30, 2023, to a new end date of September 30, 2024, with no change in the grant amount of \$400,000. (No fiscal impact)
- C. 35** ADOPT Resolution No. 2023/529 to approve and authorize the Conservation and Development Director, or designee, to apply for and accept a grant in an amount not to exceed \$650,000 from the California Governor's Office of Planning and Research, Regional Resilience Planning Grant Program for the preparation of the Contra Costa County Sea Level Rise Resilience and Adaptation Plan that would create focused adaptation strategies and implementation actions for the communities along Contra Costa County's shoreline. (100% State, no County match)
- C. 36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Concord, to increase the amount payable to the County by \$12,500 to a new amount of \$25,000 and extend the term date from June 30, 2023 to June 30, 2024 to provide additional homeless outreach services for the Coordinated Outreach, Referral and Engagement Program. (No County match)
- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a grant agreement with Department of State Hospitals, to pay County in an amount not to exceed \$500,000 to participate in a collaborative community stakeholder workgroup to reduce the number of individuals with serious mental illness arrested and incarcerated for behavior connected to mental illness for the period July 1, 2023 through June 30, 2028. (No County match)
- C. 38** ADOPT Resolution No. 2023/530 to approve and authorize the Conservation and Development Director, or designee, to apply for and accept a grant in an amount not to exceed \$1,000,000 from the National Oceanic and Atmospheric Administration, Climate Resilience Regional Challenge Planning Grant for the preparation of the Contra Costa County Sea Level Rise Resilience and Adaptation Plan that would create focused adaptation strategies and implementation actions for the communities along Contra Costa County's shoreline. (100% Federal, no County match)
- C. 39** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$5,000 from the East Bay Community Foundation, administered by the Rodeo Municipal Advisory Council, for Rodeo Library services pursuant to the local refinery Good Neighbor Agreement, for the period January 1 through June 30, 2024. (No County match)

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

- C. 40** APPROVE and AUTHORIZE the Director of Risk Management, or designee, to execute a contract with Robert Half International, Inc. in an amount not to exceed \$195,000 to provide temporary staffing services for unrepresented vacancies for the period of August 25, 2023 through May 24, 2024. (100% General Fund)
- C. 41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The Regents of the University of California, on behalf of University of California, Berkeley, in an amount not to exceed \$400,000 to provide research, evaluation, and technical support for projects maintained by Contra Costa Health Services for the period September 1, 2023 through August 31, 2028. (51% Measure X; 49% California Department of Public Health funds)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Kaiser Foundation Health Plan, Inc., effective January 1, 2022, to include the Department of Managed Health Care mandated Medi-Cal Managed Care Plans to implement California Advancing and Innovating Medi-Cal initiatives with no change in the payment limit or term. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 43** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Quint & Thimmig, LLP, to extend the term from September 30, 2023 through March 31, 2024, with no change to the payment limit of \$500,000, to provide continuing bond and tax counsel services. (No fiscal impact)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Metopio Inc., in an amount not to exceed \$438,680 for a public health data visualization software subscription for the period August 1, 2023 through July 31, 2026. (100% Hospital Enterprise Fund I)
- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Advanced Digestive Consultants, Inc., in an amount not to exceed \$350,000 to provide gastroenterology services at Contra Costa Regional Medical Center and Contra Costa Health Centers for the period August 1, 2023 through July 31, 2024. (100% Hospital Enterprise Fund I)
- C. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Golden Gate Urology, Inc., in an amount not to exceed \$1,800,000 to provide urology services to Contra Costa Health Plan members and county recipients for the period September 1, 2023 through August 31, 2025. (100% Contra Costa Health Plan Enterprise Fund II)

- C. 47** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Viswanathan Gajendran, M.D., in an amount not to exceed \$360,000 to provide urology services at Contra Costa Regional Medical Center and Health Centers for the period September 1, 2023 through August 31, 2026. (100% Hospital Enterprise Fund I)
- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Peter Greene, M.D., in an amount not to exceed \$600,000 to provide urology services at Contra Costa Regional Medical Center and Health Centers for the period September 1, 2023 through August 31, 2026. (100% Hospital Enterprise Fund I)
- C. 49** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Esteban Cubillos Torres, M.D., in an amount not to exceed \$660,000 to provide emergency medicine physician services at Contra Costa Regional Medical Center and Health Centers for the period September 1, 2023 through August 31, 2026. (100% Hospital Enterprise Fund I)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with East Bay Audiologists, in an amount not to exceed \$2,205,000 to provide audiology evaluation services and audiological supplies, including hearing evaluations, hearing aid evaluations, fittings, dispensing and procurement of hearing aids for Contra Costa Regional Medical Center and Health Centers patients for the period September 1, 2023 through August 31, 2026. (100% Hospital Enterprise Fund I)
- C. 51** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Be.Workplace Design, in an amount not to exceed \$250,000 to purchase furniture for the permanent supportive housing project under construction at 2555 El Portal Drive, San Pablo for the period from August 15, 2023 through June 30, 2024. (100% Homeless Housing, Assistance and Prevention funds)
- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Comfort Assisting, Inc. (dba Comfort Assisting Inc. Home Health Agency), in an amount not to exceed \$300,000 to provide home health care services to Contra Costa Health Plan members for the period December 1, 2023 through November 30, 2026. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 53** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the County, a blanket purchase order amendment with Amazon.com Services, LLC, to increase the payment limit by \$1,000,000 to a new payment limit of \$3,700,000, with no change to the term, for continued access to the online marketplace, Countywide. (100% User Departments)



- C. 54** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the County, a blanket purchase order amendment with Cintas Corporation No. 2, to increase the payment limit by \$100,000 to a new payment limit of \$750,000, with no change to the term, for facility management products and solutions including garment rental and laundry services, fire and safety products, first aid products and janitorial products, Countywide. (100% User Departments)
- C. 55** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the County, a blanket purchase order amendment with Federal Express, to increase the payment limit by \$100,000 to a new payment limit of \$299,500, with no change to the term, for courier services, Countywide. (100% User Departments)
- C. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with The Staywell Company, LLC to increase the payment limit by \$17,093 to a new payment limit of \$490,654 and extend the termination date from December 14, 2027, to March 31, 2028 for additional hosted patient education software, products, and services for Contra Costa Health Services. (100% Hospital Enterprise Fund I)
- C. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Netsmart Technologies, Inc. (dba McBee Associates), in an amount not to exceed \$400,000 to provide admission review support services for Contra Costa Health Plan Management Team for the period August 1, 2023 through July 31, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 58** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Glumac, in an amount not to exceed \$750,000 to provide on-call mechanical, electrical and plumbing engineering services for various County facilities projects, for the period August 15, 2023 through August 14, 2026 with a one-year extension option to August 14, 2027, Countywide. (100% Various Funds)
- C. 59** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the County, a participating addendum with FLO Services USA, Inc., in an amount not to exceed \$800,000 for vehicle charging equipment, products and services to support electric vehicle charger rollout at various County locations during the period from August 15, 2023 through July 20, 2025, Countywide. (100% User Departments)
- C. 60** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount not to exceed \$425,310 to provide an on-site, on-demand and culturally appropriate Prevention and Early Intervention program to help formerly unhoused families for the period July 1, 2023 through June 30, 2024. (100% Mental Health Services Act)

- C. 61** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Surgical Anesthesia Specialists, Inc. in an amount not to exceed \$480,000 to provide anesthesiology medical services to Contra Costa Health Plan members and County recipients for the period October 1, 2023 through September 30, 2026. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 62** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Mental Health Connections, in an amount not to exceed \$838,549 to provide Mental Health Services Act prevention and early intervention services to adults recovering from psychiatric disorders for the period July 1, 2023 through June 30, 2024. (100% Mental Health Services Act)
- C. 63** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Becton Dickinson and Company in an amount not to exceed \$320,000 for the purchase of consumables, reagents, and supplies for Maldi and Phoenix equipment as needed for the Contra Costa Health Contra Costa Regional Medical Center for the period September 1, 2023 through August 31, 2028. (100% Hospital Enterprise Fund I)
- C. 64** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with THC - Orange County, LLC, (dba Kindred Hospital – San Francisco Bay Area), in an amount not to exceed \$3,000,000 to provide long-term acute care services for Contra Costa Health Plan members and county recipients for the period from September 1, 2023 through August 31, 2026. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 65** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Catholic Charities of the Diocese of Oakland, (dba Catholic Charities of the East Bay), in an amount not to exceed \$725,000 to provide homeless prevention services to individuals and families who are homeless or at risk of homelessness for the period July 1, 2023 through December 31, 2024. (83% Homeless Housing, Assistance and Prevention Grant funds; 17% Measure X funds)
- C. 66** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with RHD Healthcare Consulting, Inc., in an amount not to exceed \$352,704 to provide consultation and technical assistance on billing, privacy and related regulatory issues for the Health Services Department for the period from October 1, 2023 through September 30, 2024. (100% Hospital Enterprise Fund I)
- C. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Telecare Corporation, in an amount not to exceed \$2,302,628 to provide gero-psychiatric services and subacute mental health care services to severely and persistently mentally ill clients for the period July 1, 2023 through June 30, 2024. (76% Mental Health Realignment; 16% Hospital Enterprise Fund I; 8% County General Fund)

- C. 68** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Health Management Associates, Inc., in an amount not to exceed \$300,000 to provide actuarial consulting services for the Contra Costa Health Plan for the period October 1, 2023 through September 30, 2024. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 69** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The Reutlinger Community, in an amount not to exceed \$600,000 to provide skilled nursing facility services for Contra Costa Health Plan members for the period August 1, 2023 through July 31, 2025. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 70** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Windsor Oakridge Healthcare Center, LLC, (dba Windsor Healthcare Center of Oakland), in an amount not to exceed \$800,000 to provide skilled nursing facility services for Contra Costa Health Plan members for the period August 1, 2023 through July 31, 2025. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 71** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Oakland Healthcare & Wellness Center, LLC, dba Oakland Healthcare & Wellness Center), in an amount not to exceed \$800,000 to provide skilled nursing facility services for Contra Costa Health Plan members for the period August 1, 2023 through July 31, 2025. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 72** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Alameda Healthcare & Wellness Center, LLC (dba Alameda Healthcare & Wellness Center), in an amount not to exceed \$800,000 to provide skilled nursing facility services for Contra Costa Health Plan members for the period August 1, 2023 through July 31, 2025. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 73** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order and a related agreement with Advanced Instruments, LLC, in an amount not to exceed \$38,563 for a micro freezing point osmometer and related equipment installation, training, repairs, and labor services at Contra Costa Regional Medical Center for the period from August 1, 2023 through July 31, 2024. (100% Hospital Enterprise Fund I)
- C. 74** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bamboo Health, Inc., in an amount not to exceed \$75,000 for hosted prescription drug monitoring software, support and services for the period August 1, 2023 through December 31, 2026. (100% Hospital Enterprise Fund I)

- C. 75** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with Global Rental in an amount not to exceed \$260,000 for the purchase of a Digger Derrick multi-use crane/boom truck for road maintenance work, Countywide. (100% Local Road Funds)
- C. 76** APPROVE the fiscal year 2023/24 Keller Canyon Mitigation Fund (KCMF) allocation plan for 84 new projects/programs, and 40 rollover projects/programs from the prior year, in the aggregate amount of \$1,929,678, as recommended by the KCMF Review Committee; and AUTHORIZE the Conservation and Development Director, or designee, to execute memoranda of understanding with the specified organizations for the period July 1, 2023 through June 30, 2024. (100% Keller Canyon Mitigation funds)

### **Other Actions**

- C. 77** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Centers for Disease Control and Prevention (CDC), concerning hosted public health data-sharing regarding its National Syndromic Surveillance Program's BioSense Platform for the period September 1, 2023 through August 31, 2028. (Non-financial agreement)
- C. 78** APPROVE and AUTHORIZE the Fish and Wildlife Committee to host the 21st annual Fall Forum event for law enforcement agencies to discuss fish and wildlife conservation and enforcement of regulations in Contra Costa County and AUTHORIZE the Auditor-Controller to release up to \$2,500 from the Fish and Wildlife Propagation Fund to offset costs of the event, as recommended by the Fish and Wildlife Committee. (100% Fish and Wildlife Propagation Fund)
- C. 79** APPROVE the Fiscal Year 2023/24 budget for the Congestion Management Agency (CMA), a function performed by the Contra Costa Transportation Authority, and APPROVE FY 2023/24 County contributions of \$139,823 to the CMA and \$115,024 to the Regional Transportation Planning Committees that assist with implementing Measure J (2004) transportation projects and programs, as recommended by the Conservation and Development Director. (50% Gas Tax, 50% Measure J Return-to-Source revenue)
- C. 80** ADOPT report prepared by the Clerk-Recorder as the Board of Supervisors' response to Contra Costa Civil Grand Jury Report No. 2303, entitled "Voter Outreach, The Voter Guide & Election Security", and DIRECT the Clerk of the Board to transmit the Board's response to the Superior Court no later than September 4, 2023, as recommended by the County Administrator.

- C. 81** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a tolling agreement with New Cingular Wireless PCS, LLC, (dba AT&T Mobility (“AT&T”)) to extend the time through November 28, 2023 to act on wireless facility land use permit application for the facility proposed to be located at 5707 Highland Road in the unincorporated San Ramon area, as recommended by the Conservation and Development Director. (100% Applicant fees)
- C. 82** APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director and the Health Services Director, and as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services. (No fiscal impact)
- C. 83** APPROVE amended Conflict of Interest Code for the Contra Costa Transportation Authority, including the list of designated positions, as recommended by County Counsel.
- C. 84** APPROVE the Spending Plan for Reserve Funding allocated from the West Contra Costa Integrated Waste Management Authority, and APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute the Third Amendment to the Franchise Agreement between Contra Costa County and Richmond Sanitary Service, extending the term through December 31, 2024, as recommended by the Conservation and Development Director. (100% Solid waste/recycling collection franchise fees)
- C. 85** ACCEPT the Treasurer's Quarterly Investment Report as of June 30, 2023, as recommended by the County Treasurer-Tax Collector.
- C. 86** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Human Rights Campaign Foundation for a trademark usage license for the period August 1, 2023 through July 31, 2026. (Non-financial agreement)

### **GENERAL INFORMATION**

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

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

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board before the Board votes on the motion to adopt. Each member of the public will be allowed two minutes to comment on the entire consent agenda.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair

calls for public testimony. Each speaker during public testimony will be limited to two minutes. After public testimony, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 1025 Escobar Street, First Floor, Martinez, CA 94553 or to [clerkoftheboard@cob.cccounty.us](mailto:clerkoftheboard@cob.cccounty.us).

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.

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

### **DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

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

### **STANDING COMMITTEES**

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

Airport Committee	September 13, 2023	4:00 p.m.
Equity Committee	August 21, 2023	10:30 a.m.
Family and Human Services Committee	September 25, 2023	10:30 a.m.

Finance Committee	September 4, 2023 Canceled	8:30 a.m.
Internal Operations Committee	September 11, 2023	11:00 a.m.
Legislation Committee	September 11, 2023	1:00 p.m.
Los Medanos Healthcare Operations Committee	September 4, 2023 Canceled Next meeting October 2, 2023	1:00 p.m.
Public Protection Committee	September 4, 2023 Canceled Next meeting October 2, 2023	10:30 a.m.
Sustainability Committee	September 18, 2023	1:00 p.m.
Transportation, Water and Infrastructure Committee	September 11, 2023	9:30 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: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

Subject: Williamson Act Contract AP18-0006

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**RECOMMENDATION(S):**

1. OPEN the public hearing on the Lima/Luna Rezone and Land Conservation Contract Project; RECEIVE testimony; and CLOSE the public hearing.
2. DETERMINE that the proposed actions are exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15317 and 15061(b)(3).
3. ADOPT the attached findings in support of the project, including that establishment of Agricultural Preserve No. AP18-0006 and approval of its associated Land Conservation Contract are consistent with the Williamson Act and the County's Williamson Act Program.
4. ADOPT Ordinance No. 2023-02, to rezone Assessor's Parcel Numbers (APNs) 204-050-027 and 204-050-028 from Exclusive Agricultural District (A-80) to Agricultural Preserve District (A-4).
5. ADOPT Resolution No. 2023/527, to ESTABLISH Agricultural Preserve No. AP18-0006 and APPROVE Land Conservation Contract No. AP18-0006.
6. AUTHORIZE the Chair of the Board of Supervisors, or designee, to execute Land Conservation Contract No. AP18-0006 for APNs 204-050-027 and 204-050-028.
7. DIRECT the Department of Conservation and Development to record Resolution No. 2023/527 and Land Conservation Contract No. AP18-0006 with the County Clerk-Recorder, and forward copies of the recorded documents to the California Department of Conservation and County Assessor's Office.
8. DIRECT the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk-Recorder.

**FISCAL IMPACT:**

The cost to review and process these applications is borne by the project applicant. Establishment of the proposed agricultural preserve and approval of the associated land conservation contract will result in a reduced property tax rate for the involved parcels.

**BACKGROUND:**

The John Lima and Marcela Luna Family Trust (Owner) owns approximately 161.5 acres of land on Old School Road in the Tassajara Valley area, identified as APNs 204-050-027 and 204-050-028 (the subject property). The Owner has applied to establish Agricultural Preserve/Land Conservation Contract No. 18-0006 on the subject property pursuant to the Williamson Act (Government Code Sections 51200 et seq.).

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Will Nelson, (925) 655-2898

By: , Deputy

cc:



## BACKGROUND: (CONTD)

The Board of Supervisors may establish an agricultural preserve in accordance with the Williamson Act, which protects agricultural land through land conservation contracts. Under the Williamson Act, property may be encumbered by a land conservation contract by mutual agreement between the County and landowner, provided that the land and land uses comply with the requirements of the Williamson Act and the County's Williamson Act Program. Lands eligible to be encumbered by a land conservation contract must be dedicated to agricultural uses and located within a 100-acre or larger agricultural preserve designated by the County. The property owner's benefit for encumbering the land is a reduced property tax rate that is based on the land's agricultural use instead of market value.

The subject property's General Plan land use designation is Agricultural Lands (AL) and the zoning is Exclusive Agricultural District (A-80). This project includes a rezoning to Agricultural Preserve District (A-4), which is standard County practice when an agricultural preserve is established. The proposed land conservation contract would apply to the entire property and restrict uses to those specifically allowed under the approved contract and the A-4 District. Establishment of the proposed agricultural preserve is consistent with the purpose of the AL land use designation, which is to preserve and protect lands capable of and generally used for production of food, fiber, and plant materials. The proposal also is consistent with the following goals and policy of the General Plan:

*Goal 8-G: To encourage and enhance agriculture, and to maintain and promote a healthy and competitive agricultural economy.*

*Goal 8-H: To conserve prime productive agricultural land outside the Urban Limit Line exclusively for agriculture.*

*Policy 8-38: Agricultural operations shall be protected and enhanced through encouragement of Williamson Act contracts to retain designated areas in agricultural use.*

The Owner intends to establish cattle grazing as the primary agricultural use on the property. Utilizing a property for cattle grazing is consistent with the intent and purpose of the Williamson Act and applicable chapters of the County Ordinance Code (Chapter 84-42 [A-4 District] and Chapters 810-2 [Agricultural Preserves] through 810-4 [Land Conservation Contracts]). A single-family residence and barn exist on the property and a second single-family residence is permitted under the proposed land conservation contract. Use of the property for residential purposes meets the intent of these ordinances when incidental to the primary agricultural use. The single-family residences enable the property owner and ranch staff to live on-site, allowing for continuous monitoring of the cattle. The proposed land conservation contract appropriately restricts the property to uses consistent with the Williamson Act and the County's Williamson Act program.

Establishment of Agricultural Preserve No. AP18-0006 and approval of the associated land conservation contract are exempt from environmental review under CEQA Guidelines Section 15317 (Class 17 Categorical Exemption). Rezoning from A-80 to A-4 is exempt under CEQA Guidelines Section 15061(b)(3), known as the "common sense exemption," which states that an activity is not subject to CEQA when it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. The A-80 zoning allows for establishment of numerous agricultural and non-agricultural uses by-right and upon approval of a land use permit. Rezoning from A-80 to A-4, in combination with execution of the land conservation contract, will substantially limit the allowable land uses on the subject property, thereby facilitating its use for grazing.

The Planning Commission held a noticed public hearing on February 8, 2023, regarding the proposed rezoning and recommended approval by the Board.

Pursuant to Government Code Sections 51230 and 51233, the Board must conduct a noticed public hearing on establishment of the proposed agricultural preserve and provide notice of this hearing to the Local Agency Formation Commission (LAFCO) and any city within one mile of the exterior boundaries of the proposed agricultural preserve. Notice of a public hearing to consider establishing Agricultural Preserve/Land Conservation Contract No. AP18-0006 and rezoning the subject property to A-4 has been published in the East Bay Times and lawfully provided to adjacent property owners and the Contra Costa LAFCO; the nearest city is over two miles from the property.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not take the recommended actions, the proposed agricultural preserve will not be established and the subject property will not be encumbered by a land conservation contract. The property's zoning will remain A-80.

## ATTACHMENTS

Resolution No. 2023/527

Project Findings and Conditions of Approval

Rezoning Ordinance No. 2023-02

Attachment A to Resolution 2023/527 -- Land Conservation Contract No. AP18-0006

General Plan Land Use Map

Zoning Map

PowerPoint Presentation

Recorded at the request of: Contra Costa County Department of Conservation and Development

Return To: Contra Costa County Department of Conservation and Development

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

Adopted this Resolution on 08/15/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

---

Resolution No. 2023/527

IN THE MATTER OF establishing Agricultural Preserve/Land Conservation Contract No. AP-18-0006 at 6300 Old School Road in the Tassajara Valley area.

WHEREAS, the John Lima and Marcela Luna Family Trust (Owner) owns approximately 161.5 acres of land on Old School Road in the Tassajara Valley area, identified as Assessor's Parcel Numbers (APNs) 204-050-027 and 204-050-028 (the subject property), and has applied to establish Agricultural Preserve/Land Conservation Contract No. 18-0006 on the subject property pursuant to the Williamson Act (Government Code Sections 51200 et seq.).

WHEREAS, the Board of Supervisors may, in accordance with the Williamson Act, establish an agricultural preserve containing the subject property after proper notice and a public hearing, and upon finding that establishment of the preserve is consistent with the County General Plan.

WHEREAS, pursuant to Government Code Sections 51230 and 51233, proper notice of a public hearing to establish Agricultural Preserve/Land Conservation Contract No. AP18-0006 was lawfully published in the East Bay Times and provided to the Contra Costa Local Agency Formation Commission and property owners within 300 feet of the subject property, and said public hearing was duly held by the Board of Supervisors on August 15, 2023.

WHEREAS, the property comprising Agricultural Preserve AP18-0006 lies within an area with a General Plan land use designation of Agricultural Lands (AL). Establishment of this agricultural preserve is consistent with the purpose of the AL designation, which is to preserve and protect lands capable of and generally used for production of food, fiber, and plant materials. Establishment of this agricultural preserve is also consistent with General Plan Goal 8-G (encourage and enhance agriculture and maintain and promote a healthy and competitive agricultural economy), Goal 8-H (conserve prime productive agricultural land outside the Urban Limit Line exclusively for agriculture), and Policy 8-38 (agricultural operations shall be protected and enhanced through encouragement of Williamson Act contracts to retain designated areas in agricultural use). The subject property also satisfies the Williamson Act's minimum acreage requirement for establishing an agricultural preserve and the property will be appropriately restricted by a land conservation contract.

WHEREAS, the Williamson Act, through land conservation contracts, restricts land uses and structures on property under contract. Under the Williamson Act, property may be encumbered by a land conservation contract by mutual agreement between the County and landowner, provided that the land and land uses comply with the requirements of the Williamson Act and the County's Williamson Act Program.

WHEREAS, the Owner intends to use the subject property primarily for grazing. A single-family residence and barn exist on the property, and a second single-family residence is allowed under Land Conservation Contract No. AP18-0006. These buildings are incidental to the primary agricultural use of the property.

WHEREAS, the subject property will be rezoned from Exclusive Agricultural District (A-80) to Agricultural Preserve District (A-4), as is the practice of the County when a new agricultural preserve is established. Land Conservation Contract No. AP18-0006 will apply to the entire property and will restrict uses on the property to those specifically allowed under contract and allowed in the A-4 Agricultural Preserve District.

WHEREAS, establishment of Agricultural Preserve No. AP18-0006 and approval of Land Conservation Contract No. AP 18-0006 are categorically exempt from environmental review under the California Environmental Quality Act (California Code of Regulations, Title 14, Section 15317). Further, these actions will not cause a significant effect on the environment because they restrict uses on the property and it can be seen with certainty that these restrictions would not have a significant effect on the environment (California Code of Regulations, Title 14, Section 15061(b)(3)).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Contra Costa County: 1. FINDS that establishment of Agricultural Preserve No. AP18-0006 is consistent with the County General Plan.

2. FINDS that establishment of Agricultural Preserve No. AP18-0006 and approval of Land Conservation Contract No. AP18-0006 are consistent with the Williamson Act and the County’s Williamson Act Program.

3. DETERMINES that establishment of Agricultural Preserve No. AP18-0006, approval of Land Conservation Contract No. AP18-0006, and adoption of this resolution are exempt from the California Environmental Quality Act (CEQA) under California Code of Regulations, Title 14, Sections 15317 and 15061(b)(3).

4. ESTABLISHES Agricultural Preserve No. AP18-0006 containing approximately 161.5 acres of land in the Tassajara Valley area, known as APNs 204-050-027 and 204-050-028, and more particularly described in Attachment “A” attached hereto and incorporated herein by reference.

5. APPROVES Land Conservation Contract No. AP16-0001 encumbering APNs 204-050-027 and 204-050-028, attached hereto as Attachment “A” and incorporated herein by reference.

6. AUTHORIZES the Chair of the Board of Supervisors, or designee, to execute Land Conservation Contract No. AP18-0006 for APNs 204-050-027 and 204-050-028.

7. DIRECTS the Department of Conservation and Development to record Resolution No. 2023/527 and Land Conservation Contract No. AP18-0006 with the County Clerk-Recorder, and forward copies to the California Department of Conservation and County Assessor's Office.

8. DIRECTS the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk-Recorder.

Contact: Will Nelson, (925) 655-2898

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

ATTESTED: August 15, 2023

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

By: , Deputy

cc:

**FINDINGS AND CONDITIONS OF APPROVAL FOR JOHN LIMA AND MARCELA LUNA (APPLICANT), JOHN LIMA AND MARCELA LUNA FAMILY TRUST (OWNER); COUNTY FILE NOS. AP18-0006 AND RZ21-3263**

**PROJECT FINDINGS**

A. Growth Management Performance Standards

1. Traffic: The proposed project involves a rezone of the subject property from Exclusive Agricultural District (A-80) to Agricultural Preserve District (A-4) for APNs 204-050-027 and 204-050-028. This rezone is requested for the purpose of placing the property into a new Land Conservation Contract, #AP18-0006. Changing the zoning from the Exclusive Agricultural District (A-80) to the Agricultural Preserve District (A-4) will not only continue the property's use for agricultural production, but also it will become further restrictive on land uses. Thus, there would be no impact to traffic in the area.
2. Water: The subject site does not receive municipal water service. Rezoning the property and continuing the existing use for agricultural production would not result in any water-related impacts.
3. Sewage: The subject site does not receive municipal sanitary service. Rezoning the property and continuing the existing use for agricultural production would not result in any sanitary-related impacts.
4. Fire Protection: The subject site receives fire protection services from the San Ramon Valley Fire Protection District. Rezoning the site would not impact fire protection services, as fire protection improvements and fees are typically required when physical development occurs, and no development is proposed at this time.
5. Public Protection: The subject site receives public protection services from the Contra Costa County Sheriff. Rezoning the site would not impact public protection services, as impacts to such services are mitigated at the time building permits are issued on lots created through a subdivision. With no proposed development, this project does not trigger the need to mitigate such services.
6. Parks and Recreation: Approval of the proposed project would not increase the population in the Tassajara area and, therefore, would not increase the demand for neighborhood parks and recreation facilities.
7. Flood Control and Drainage: The site is not located in a Special Flood Hazard Area. This rezoning application does not involve any new construction. Therefore, if drainage improvements were ever necessary, they would be required at the time any construction plans were proposed.

B. Rezone Findings

Section 26-2.1806 of the County Ordinance Code requires specific findings to be made by the planning agency when a request for change in land use district is made; they are as follows:

1. Required Finding: That the change proposed will substantially comply with the general plan.

Project Finding: The General Plan land use designation for the subject property is Agricultural Lands (AL). This land use designation includes most of the privately-owned rural lands in the county, excluding private lands that are composed of prime soils or lands located in or near the Delta. Most of these lands are in hilly portions of the county and are used for grazing livestock or dry grain farming. The purpose of the AL designation is to preserve and protect lands capable of and generally used for the production of food, fiber, and plant materials. The proposed rezone is consistent with the AL General Plan land use designation. Currently, the property is actively utilized for agricultural purposes of cattle raising and grazing. The property intends to remain in agricultural use subsequent to the completion of this project. The proposed rezone is also consistent with the following General Plan goals and policy:

*Goal 8-G: To encourage and enhance agriculture, and to maintain and promote a healthy and competitive agricultural economy.*

*Goal 8-H: To conserve prime productive agricultural land outside the Urban Limit Line exclusively for agriculture.*

*Policy 8-38: Agricultural operations shall be protected and enhanced through encouragement of Williamson Act contracts to retain designated areas in agricultural use.*

The project will further protect the property's agricultural use for cattle raising and grazing. This rezone will allow for the property to establish a Williamson Act contract to preserve its agricultural use for at least ten years, but statutorily it will be protected in perpetuity until a property owner requests the contract's automatic renewal to be ended. Therefore, the project will remain consistent with intent and purpose of the Agricultural Core land use designation and the General Plan overall.

2. Required Finding: That the use authorized or proposed in this land use district is compatible within the district and with uses authorized in adjacent districts.

Project Finding: The subject properties will comply with Division 810, the County's Agricultural Land Conservation Ordinance (Williamson Act), and the A-4 zoning

district's development and land use standards subsequent to the proposed rezone and adoption of a new Williamson Act contract. The subject parcels are considered non-prime agricultural land. Pursuant to Section 810-2.406, 40 acres is the minimum parcel size for non-prime agricultural land, so the two subject parcels will comply with this minimum at 80 and 81.47 acres. The subject parcels will also far exceed the A-4 requirements of a 300-foot average width and 300-foot depth. Furthermore, the property will operate as a cattle raising and grazing use, which is a primary land use of both the AL General Plan land use designation and the A-4 zoning district.

3. Required Finding: Community need has been demonstrated for the use proposed, but this does not require demonstration of future financial success.

Project Finding: The General Plan land use designation for the subject property is Agricultural Lands (AL). This land use designation includes most of the privately-owned rural lands in the county, excluding private lands that are composed of prime soils or lands located in or near the Delta. Most of these lands are in hilly portions of the county and are used for grazing livestock or dry grain farming. The purpose of the AL designation is to preserve and protect lands capable of and generally used for the production of food, fiber, and plant materials. The proposed rezone is consistent with the AL General Plan land use designation. Currently, the property is actively utilized for the agricultural purposes of cattle raising and grazing. The property intends to remain in agricultural use subsequent to the completion of this project.

C. CA Gov. Code Section 51242 Required Finding

No city or county may contract with respect to any land pursuant to this chapter unless the land:

1. Required Finding: Is devoted to agricultural use.

Project Finding: Owner intends to establish cattle grazing as the agricultural use on the property. The existing residence, the permitted second residence, and agricultural building would be incidental to the new primary agricultural use of the two properties for cattle grazing. These buildings allow for the property owner and any potential support in operating the agricultural use to live on-site, which is integral in assuring the health and viability of cattle grazing. Utilizing a property for cattle grazing is an agricultural use consistent with the intent and purpose of the Williamson Act and the County Code (Chapter 84-42 and Chapters 810-2 through 810-4), and the use of the property for residential purposes would also meet the intent of these ordinances when incidental to the primary agricultural use.

2. Required Finding: Is located within an area designated by a city or county as an agricultural preserve.

Project Finding: The General Plan land use designation for the subject property is Agricultural Lands (AL). This land use designation includes most of the privately-owned rural lands in the county, excluding private lands that are composed of prime soils or lands located in or near the Delta. Most of these lands are in hilly portions of the county and are used for grazing livestock or dry grain farming. The purpose of the AL designation is to preserve and protect lands capable of and generally used for the production of food, fiber, and plant materials. The proposed rezone to A-4 is also consistent with the AL General Plan land use designation and multiple General Plan goals and policies related to agriculture.

The parcels comprising the property are 80 and 81.47-acres in size, respectively, and are considered non-prime agricultural land. The parcels were created by Minor Subdivision 33-89 (County File #MS 33-89), approved by the Zoning Administrator and deemed effective on September 28, 1989, subdividing approximately 161.5 acres into two separate parcels of non-prime land. The parcels are located directly adjacent to Agricultural Preserves 23-69 and 8-76, established on January 16, 1969, and February 10, 1976, by Board Resolution No. 69/47 and 76/140, respectively. The subject parcels are not currently included in either of these agricultural preserves and are not restricted under a land conservation contract. However, because the property exceeds the 100-acre minimum for a new agricultural preserve, the property may, itself, be established as its own preserve.

D. CA Gov. Code Section 51234 Required Finding

Required Finding: The report shall include a statement that the preserve is consistent with the general plan, and the board or council shall make a finding to that effect.

Project Finding: The General Plan land use designation for the subject property is Agricultural Lands (AL). This land use designation includes most of the privately-owned rural lands in the county, excluding private lands that are composed of prime soils or lands located in or near the Delta. Most of these lands are in hilly portions of the county and are used for grazing livestock or dry grain farming. The purpose of the AL designation is to preserve and protect lands capable of and generally used for the production of food, fiber, and plant materials. The proposed rezone is consistent with the AL General Plan land use designation. Currently, the property is actively utilized for agricultural purposes of cattle raising and grazing. The property intends to remain in agricultural use subsequent to the completion of this project. The proposed rezone is also consistent with the following General Plan goals and policy:

*Goal 8-G: To encourage and enhance agriculture, and to maintain and promote a healthy and competitive agricultural economy.*

*Goal 8-H: To conserve prime productive agricultural land outside the Urban Limit Line exclusively for agriculture.*

*Policy 8-38: Agricultural operations shall be protected and enhanced through encouragement of Williamson Act contracts to retain designated areas in agricultural use.*

The project will further protect the property's agricultural use for cattle raising and grazing. This rezone will allow for the property to establish a Williamson Act contract to preserve its agricultural use for at least ten years, but statutorily it will be protected in perpetuity until a property owner requests the contract's automatic renewal to be ended. The property will remain in agricultural use subsequent to the completion of this project, and establishment of a new agricultural preserve serves to further ensure this. Therefore, the project will remain consistent with intent and purpose of the Agricultural Core land use designation and the General Plan overall.

E. CA Gov. Code Section 51238.1(a) Required Findings

Uses approved on contracted lands shall be consistent with all of the following principals of compatibility:

1. Required Finding: The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.

Project Finding: Owner intends to establish cattle grazing as the agricultural use on the property. The existing residence, permitted second residence, and agricultural building would be incidental to the new primary agricultural use of the two properties for cattle grazing. These buildings allow for the property owner and any potential support in operating the agricultural use to live on-site, which is integral in assuring the health and viability of cattle grazing. Utilizing a property for cattle grazing is an agricultural use consistent with the intent and purpose of the Williamson Act and the County Code (Chapter 84-42 and Chapters 810-2 through 810-4), and the use of the property for residential purposes would also meet the intent of these ordinances when incidental to the primary agricultural use.

2. Required Finding: The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves. Uses that significantly displace agricultural operations on the subject contracted parcel or parcels may be deemed compatible if they relate directly to the production of commercial agricultural products on the subject contracted parcel or parcels or neighboring lands, including harvesting processing, or shipping.



Project Finding: The Owner intends to establish cattle grazing as the agricultural use on the property. The existing residence and agricultural building would be incidental to the new primary agricultural use of the two properties for cattle grazing. Utilizing a property for cattle grazing is an agricultural use consistent with the intent and purpose of the Williamson Act and the County Code (Chapter 84-42 and Chapters 810-2 through 810-4), and the use of the property for residential purposes would also meet the intent of these ordinances when incidental to the primary agricultural use. The existing residence, permitted second residence, and agricultural building would be incidental to the new primary agricultural use of the two properties for cattle grazing. These buildings allow for the property owner and any potential support in operating the agricultural use to live on-site, which is integral in assuring the health and viability of cattle grazing.

3. Required Finding: The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

Project Finding: The proposed use of the property would not result in the significant removal of adjacent contracted land from agricultural or open-space use. The addition of new contracted land would not induce contracted land to cease agricultural or open-space use, and the subsidiary residential use is common throughout the area for property owners to both live and operated their agricultural uses on their property.

## **CONDITIONS OF APPROVAL**

### **Administrative**

1. Approval is granted to rezone the subject property from A-80 Exclusive Agricultural District to A-4 Agricultural Preserve District to establish new Land Conservation Contract No. AP18-0006.

### **Fees**

2. This application is subject to an initial application deposit of \$7,500.00, which was paid with the applications' submittal, plus time, and material costs if the application review expenses exceed the initial deposit. **Any additional costs due must be paid prior to issuance of a building permit, within 60 days of the permit's effective date, or prior to use of the permit, whichever occurs first.** The fees include costs through permit issuance and final file preparation. Pursuant to Contra Costa County Board of Supervisors Resolution Number 2013-340, where a fee payment is over 60 days past due from the date of approval, the application shall be charged interest at a rate of ten percent (10%). The applicant may obtain current costs by contacting the project planner. If you owe additional fees, a bill will be sent to you shortly after permit issuance.

**ADVISORY NOTES**

**THE FOLLOWING INFORMATION DOES NOT CONSTITUTE CONDITIONS OF APPROVAL. IT IS PROVIDED TO ALERT THE APPLICANT TO LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES TO WHICH THIS PROJECT MAY BE SUBJECT.**

- A. Notice of 90-day opportunity to protest fees, dedications, reservation, or other exactions pertaining to the approval of this permit.

This notice is intended to advise the applicant that pursuant to Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservation, and/or exactions required as part of this project approval. The opportunity to protest is limited to a 90-day period after the project is approved.

The ninety (90) day period in which you may protest the amount of any fee or imposition of any dedication, reservation, or other exaction required by the approved permit, begins on the date this permit was approved. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and delivered to the Department of Conservation & Development, Community Development Division within the 90 days of the approval date of this permit.

ORDINANCE NO. 2023-02

(Re-Zoning Land in the

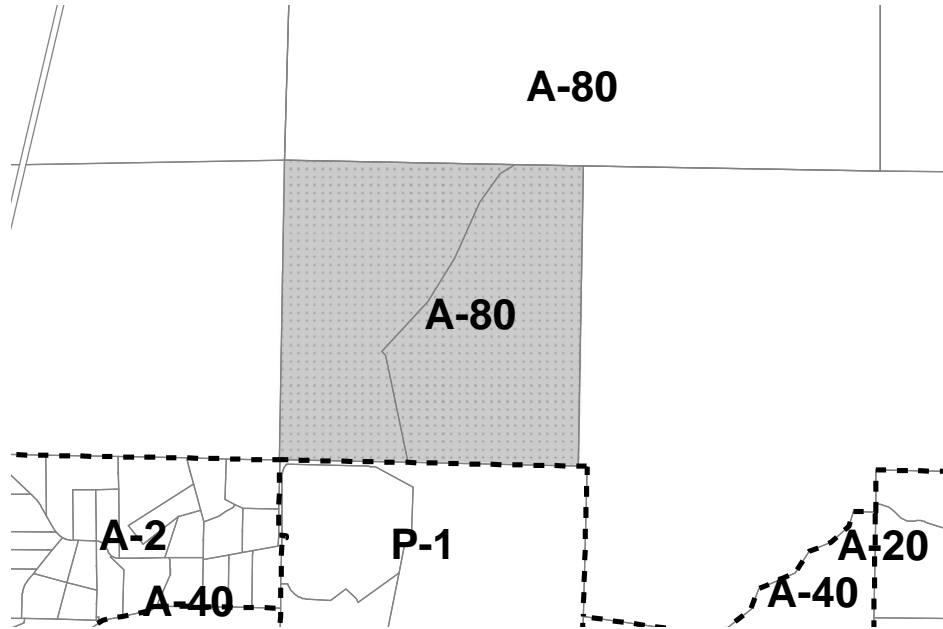
Tassajara Area)

The Contra Costa County Board of Supervisors ordains as follows:

**SECTION I:** Pages U-20 & U-21 of the County's 2005 Zoning Map (Ord. No. 2005-03) is amended by re-zoning the land in the above area shown shaded on the map(s) attached hereto and incorporated herein (see also Department of Conservation and Development File No. RZ21-3263 .)

FROM: Land Use District A-80 (Exclusive Agricultural)

TO: Land Use District A-4 (Agricultural Preserve)  
and the Department of Conservation and Development Director shall change the Zoning Map accordingly, pursuant to Ordinance Code Sec. 84.2.002.



**SECTION II. EFFECTIVE DATE.** This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of supervisors voting for and against it in the \_\_\_\_\_, a newspaper published in this County.

PASSED on \_\_\_\_\_ by the following vote:

<u>Supervisor</u>	<u>Aye</u>	<u>No</u>	<u>Absent</u>	<u>Abstain</u>
1. J. Gioia	( )	( )	( )	( )
2. C. Andersen	( )	( )	( )	( )
3. D. Burgis	( )	( )	( )	( )
4. K. Carlson	( )	( )	( )	( )
5. F.D. Glover	( )	( )	( )	( )

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

By \_\_\_\_\_, Dep. \_\_\_\_\_  
Chair of the Board  
(SEAL)

ORDINANCE NO. 2023-02

CONTRA COSTA COUNTY  
LAND CONSERVATION CONTRACT NO. AP18-0006

ASSESSOR PARCEL NOS. 204-050-027 & 204-050-028

1. Parties. BY THIS CONTRACT, made and entered into \_\_\_\_\_, 2023, John Lima and Marcela Luna, Trustees of the John Lima and Marcela Luna Family Trust, hereinafter referred to as "Owner," and the County of Contra Costa, a political subdivision of the State of California, hereinafter referred to as "County," do mutually agree and promise as follows:
2. Property Description. Owner possesses certain real property located within the County, which property is presently devoted to agricultural and compatible uses and is particularly described in Exhibit A, attached hereto and made a part of this contract.
3. Purpose. Both Owner and County desire to limit the use of said property to agricultural uses and to compatible uses specified in this agreement in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetics and economic asset to County to maintain the agricultural economy of County and the State of California.
4. Intent of Parties: Enforceable Restriction. Both Owner and County intend that the term, conditions and restrictions of this Contract be in accordance with the California Land Conservation Act of 1965, as amended, so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 of the California Revenue and Taxation Code (Rev. & Tax Code § 421 et. seq.).
5. Intent of Parties: Effect on Property Value. It is the intent of the County and Owner that this Contract is conditioned upon the continued existence of legislation implementing Article XIII, § 8 of the California Constitution so the effect of the terms, conditions, and restrictions of the Contract on property values for taxation purposes is substantially as favorable to Owner as the legislation existing on the last renewal date.
6. Governing Statutes and Ordinances. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200). This Contract further is made pursuant to and subject to Contra Costa County Ordinance Code, Chapter 84-42 and Chapters 810-2 through 810-4, and Resolutions of the Contra Costa County Board of Supervisors Numbers 68-635 and 69-763.
7. Land Use Restrictions. During the term of this Contract or any renewals thereof, the above described land shall not be used for any purpose, other than the production of food and fiber and compatible uses as listed in Contra Costa County Ordinance Code Chapter 84-42, which is hereby incorporated by reference as if fully set forth herein; provided, however, that such additional agricultural or compatible uses as are set forth in Exhibit B, which is attached hereto and is hereby incorporated by reference, shall also be permitted subject to the terms and conditions set forth herein. In case of conflict or inconsistency between the uses allowed in this Contract and those specified in said zoning ordinance, the provisions of the Contract as set forth in Exhibit B shall prevail.

8. Modification of Restrictions. The Board of Supervisors of County may from time to time and during the term of this Contract or any extensions thereof, by amendment to Contra Costa County Ordinance Code Chapter 84-42, add to those uses listed in said ordinance. Such additional uses shall be limited to commercial agriculture and compatible uses and be subject to the density restrictions of Government Code § 51220.5. Said board shall not eliminate, without written consent of the Owner or his successors or assigns, a compatible use during the term of this Contract or any renewals thereof.

9. Term and Renewal. This Contract shall be effective commencing on the last day of \_\_\_\_\_, 2023, and shall remain in effect for a period of ten (10) years therefrom.

This Contract shall be automatically renewed and its terms extended for a period of one (1) year on the last day of \_\_\_\_\_ of each succeeding year during the term hereof, unless notice of non-renewal is given in the manner provided by section 51245 of the Government Code. At all times during the continuance of this Contract, as from time to time renewed, there shall be a ten (10) year term of restriction unless notice of non-renewal is given in the manner provided by Section 51245 of the Government Code. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal of this paragraph.

10. Cancellation. (a) Except as provided in Section 11, the provisions of this Contract whereby Owners agree to restrict the use of the land described in Paragraph 2 may be canceled as to all or a portion of said land by mutual agreement of the County and Owners after a public hearing has been held in the manner provided by Section 51284 of the Government Code and upon a finding by the Board of Supervisors that such cancellation is not inconsistent with the purposes of the Land Conservation Act, or in the public interest, pursuant to Government Code Section 51282. It is understood by the parties that the existence of an opportunity for another use of said land shall not be sufficient reason for cancellation of the land use restrictions imposed herein and that the uneconomic character of the existing use will be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Upon cancellation of said portions of this Contract, Owners shall pay to the County Treasurer, as deferred taxes, a cancellation fee in an amount equal to the greater of twelve and one-half (12 ½%) percent or the current fee provided by state law of the cancellation value of the property being released from the terms of this Contract. Said cancellation value shall be determined in accordance with the provisions of Government Code Section 51283 (a) and (b). Under no circumstances shall the payment of said cancellation fee be waived, deferred, or made subject to any contingency whatever.

(c) Final cancellation shall be effectuated in accordance with the provisions of Government Code Section 51283.4.

11. Cancellation Upon Substitution of New Restrictions. This Contract may be canceled by mutual agreement of County and Owners without payment of deferred taxes or public hearing if it is replaced by an enforceable restriction authorized by Article XIII, § 8 of the California Constitution.

12. Eminent Domain Proceedings. (a) In accordance with the provisions of Government Code Section 51295, incorporated by reference herein, upon the filing of any action in eminent domain for the condemnation of the fee title of the land or any portion thereof subject to this Contract or upon acquisition of such land in lieu of eminent domain by public agency for a public improvement, the provisions of this Contract shall be null and void as to the land so condemned or acquired.

(b) If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned as to all or a portion of the land subject to the Contract, the restrictions on land use set forth in this Contract shall, without further agreement of the parties herein, be reinstated and the terms of this contract shall be in full force and effect, subject to the cancellation provisions of Government Code Section 51295.

13. Remedies for Breach of Contract. (a) The County may pursue all remedies allowed by law or in equity to enforce this contract and remedy any breach of this contract, including the remedies specified in Government Code Sections 51250 and 51251.

(b) The enforcement provisions of the Contra Costa zoning ordinance shall also apply if the land which is the subject of this contract is used for purposes other than those provided in Ordinance Code 84-42 or this Contract.

14. Effect of Division of Property. Owners agree that division of the property described in Exhibit A into two (2) or more parcels, whether by sale, gift, by operation of law or by any other means, upon a finding by the Board of Supervisors that said division is detrimental to the ultimate preservation of said property for exclusive agricultural use, be construed by the County as notice of non-renewal by the property owner as provided in Section 9 of this Contract.

15. New Contracts Upon Division. In the event the land under this Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by Owner on each parcel created by the division at the time of the division. Any agency making an order of division or the County which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this section, provided, however, that failure of Owners to execute Contracts upon division shall not affect the obligations of the heirs, successors and assigns of Owner as established in Section 16.

16. Contract to Run with Land. The within Contract shall run with the land described herein, and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors, and assigns of the Owners.

17. Consideration. Owners shall not receive any payment from County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of land described herein and any reduction therein due to the imposition of the limitations on its use contained herein.

18. Income and Expense Information. The Owners shall annually furnish the County Assessor with such information as the Assessor may require to determine the valuation of the Owner's land.

19. Effect of Removing Preserve or Zoning Classification. Removal of any land under this Contract from an agricultural preserve or removing the agricultural preserve zoning classification thereof shall be the equivalent of notice of non-renewal by the County for purposes of Section 422 of the Revenue and Taxation Code.

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

MONICA NINO, County Administrator  
and Clerk of the Board of Supervisors

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

OWNERS:

\_\_\_\_\_  
John Lima, Trustee of John Lima and Marcela Luna Family Trust

\_\_\_\_\_  
Marcela Luna, Trustee of John Lima and Marcela Luna Family Trust

We the undersigned trust deed or other encumbrance holders (if any) do hereby agree to and agree to be bound by the above-imposed restrictions.

\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

Thomas L. Geiger  
County Counsel

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

NOTE: All signatures for Owners must be acknowledged.

CONTRA COSTA COUNTY LAND CONSERVATION CONTRACT NO. AP18-0006  
ASSESSOR PARCEL NOS. 204-050-027 & 204-050-028

EXHIBIT A

PROPERTY DESCRIPTION

Pursuant to Paragraph 2 of the Land Conservation Contract to which this exhibit is attached, the land described below is designated as the subject of said Contract. Said land is described as follows:

---

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

**TRACT ONE:**

Parcel One:

Parcel A as shown on the Parcel Map MS 33-89, filed December 21, 1990, in Book 150 of Parcel Maps, Page 5, Contra Costa County Records.

Parcel Two:

An easement (not to be exclusive) as an appurtenance to Parcel One, above, and any subdivision or subdivisions thereof, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines and for telephone, television services, electric light and power lines, over, under and upon that portion of Parcel B, Parcel Map MS 33-89, filed December 21, 1990, in Book 150 of Parcel Maps, Page 5, Contra Costa County Records, designated as "Ingress, Egress, and Utility Easement" on the filed map.

APN: 204-050-027

**TRACT TWO:**

Parcel One:

Parcel B as shown on the Parcel Map MS 33-89, filed December 21, 1990, in Book 150 of Parcel Maps, Page 5, Contra Costa County Records.

Parcel Two:

An easement (not to be exclusive) as an appurtenance to Parcel One, Above, and any subdivision or subdivisions thereof, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipelines, and for telephone, television services, electric light and power lines over, under and upon those portions of Parcel A, Parcel Maps MS 33-89, filed December 21, 1990, in Book 150 of Parcel Maps, Page 5, Contra Costa County Records, designated as "Ingress, Egress and Utility Easement" on the filed map.

APN: 204-050-028



CONTRA COSTA COUNTY LAND CONSERVATION CONTRACT NO. AP18-0006  
ASSESSOR PARCEL NOS. 204-050-027 & 204-050-028

EXHIBIT B

ALLOWABLE LAND USES

Pursuant to the provisions of Section 84-42.402 (2) of the Contra Costa County Ordinance Code and Paragraph 7 of the Land Conservation Contract, of which this exhibit is made a part, the land uses and structures described below are authorized without a land use permit subject to the terms and conditions set forth below. Said uses and structures shall be in conformance to those authorized by Section 84-42.402 (1) and Section 84-42.404 but shall be subject to Section 84-42.602 through Section 84-42.1402 of Chapter 84-42 of the County Ordinance Code.

1. Existing Non-conforming Structures

*None.*

2. Existing Conforming Structures

*APN 204-050-027: None.*

*APN 204-050-028: One single-family residence and one barn.*

3. Proposed Structures

*APN 204-050-028: Second single-family residence (County File #LP15-2048, as approved on September 21, 2021).*

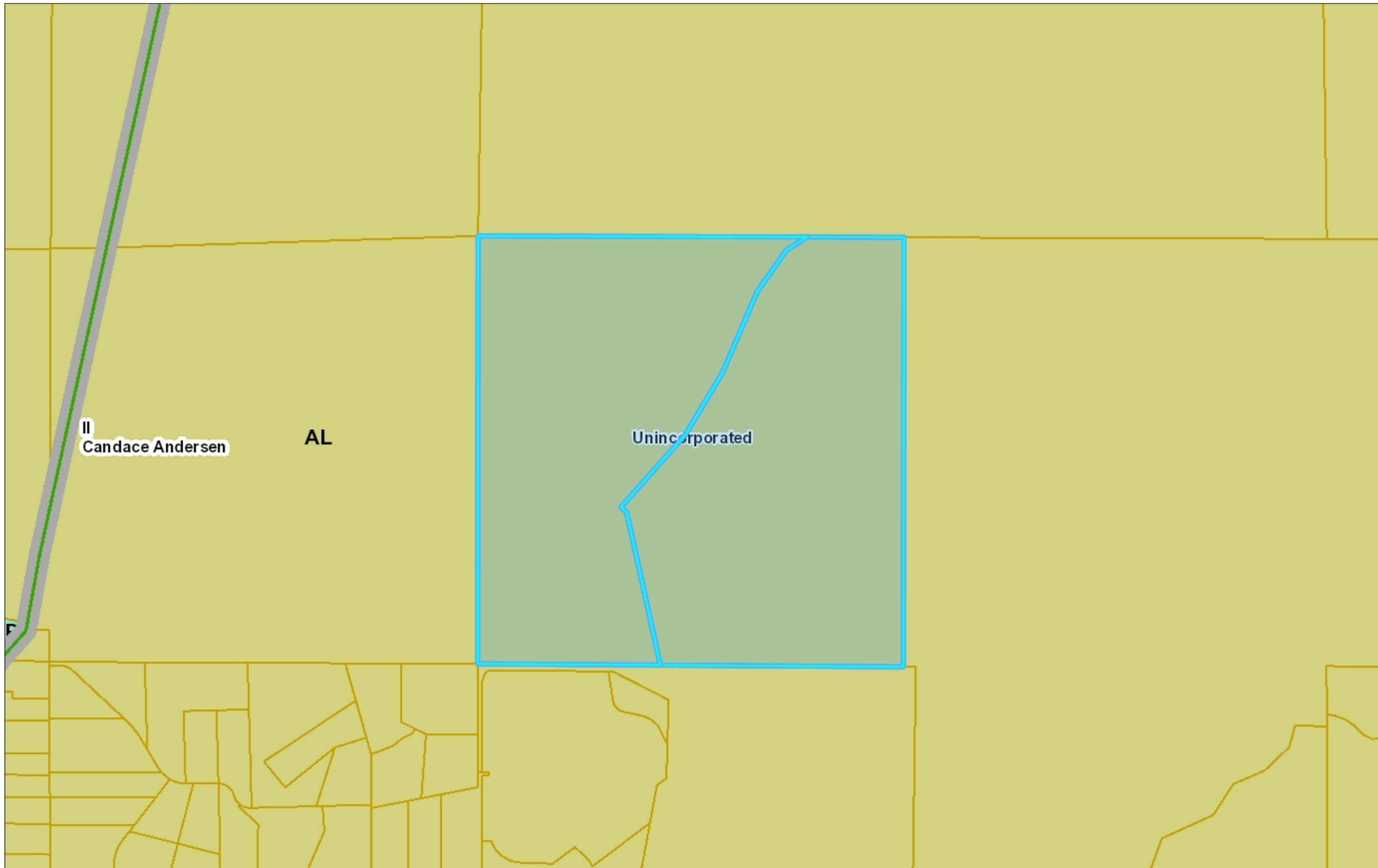
4. Existing Land Use

*Grazing and single-family residential.*

5. Proposed Land Use

*Grazing and single-family residential.*

General Plan



Legend

- Maintained Roads
- City Limits
- Unincorporated
- Highways
- Highways Bay Area
- General Plan**
- SV (Single Family Residential - Ver
- SL (Single Family Residential - Low
- SM (Single Family Residential - Me
- SH (Single Family Residential - Hig
- ML (Multiple Family Residential - Lc
- MM (Multiple Family Residential - M
- MH (Multiple Family Residential - H
- MV (Multiple Family Residential - V
- MS (Multiple Family Residential - V
- CC (Congregate Care/Senior Housi
- MO (Mobile Home)
- M-1 (Parker Avenue Mixed Use)
- M-2 (Downtown/Waterfront Rodeo I
- M-3 (Pleasant Hill BART Mixed Use
- M-4 (Willow Pass Road Mixed Use)
- M-5 (Willow Pass Road Commercia
- M-6 (Bay Point Residential Mixed U
- M-7 (Pittsburg/Bay Point BART Star
- M-8 (Dougherty Valley Village Cent
- M-9 (Montalvin Manor Mixed Use)
- M-10 (Willow Pass Business Park M
- M-11 (Appian Way Mixed Use)
- M-12 (Triangle Area Mixed Use)
- M-13 (San Pablo Dam Road Mixed
- M-14 (Heritage Mixed Use)
- CO (Commercial)
- OF (Office)
- BP (Business Park)
- LI (Light Industry)
- HI (Heavy Industry)
- AL, OIBA (Agricultural Lands & Off
- CR (Commercial Recreation)
- ACO (Airport Commercial)

1: 9,028



0.3 0 0.14 0.3 Miles

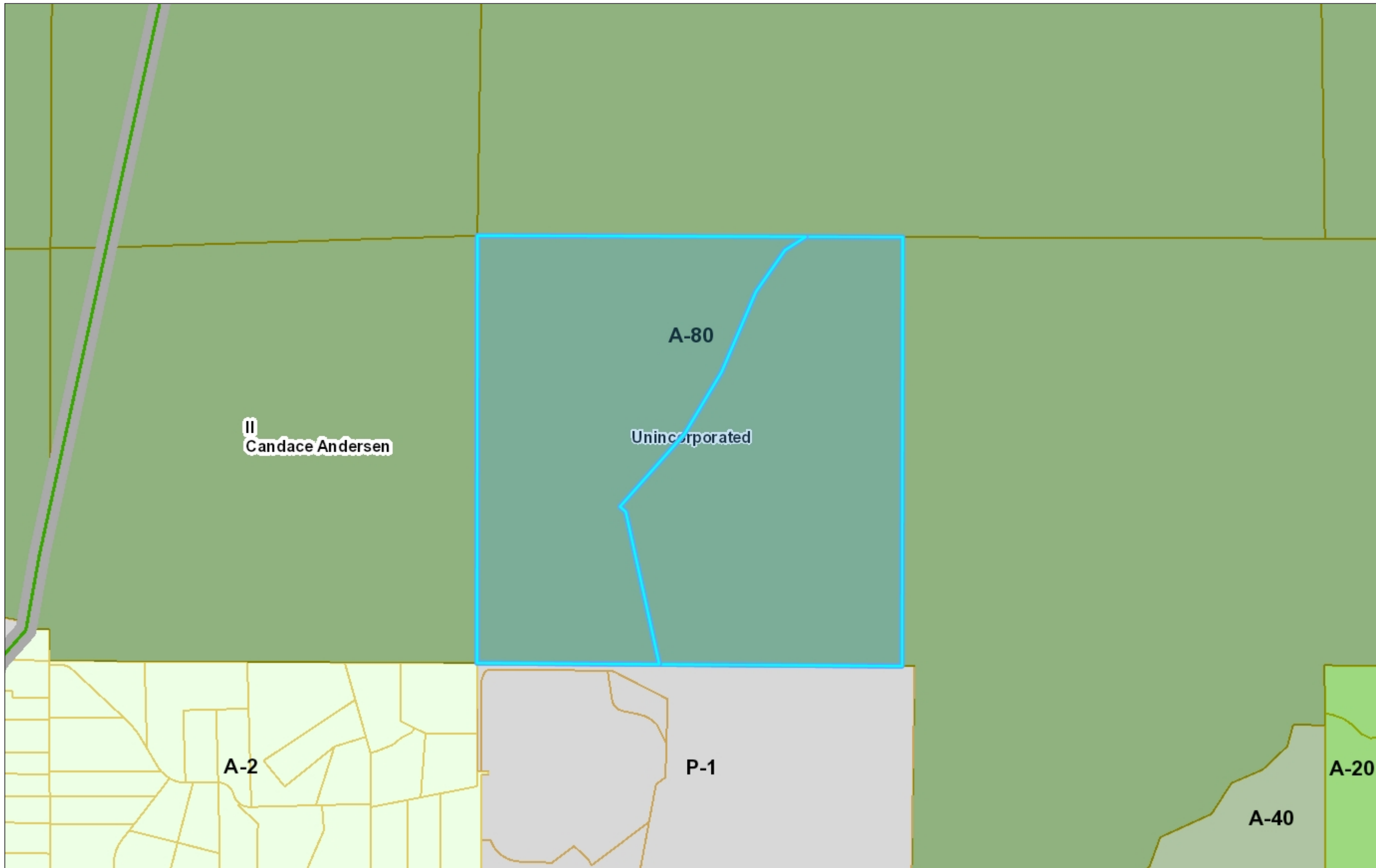
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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

County File #AP18-0006 & RZ21-3263



II  
Candace Andersen

A-80

Unincorporated

A-2

P-1

A-40

A-20

Legend

- Maintained Roads
- City Limits
- Unincorporated
- Highways
- Highways Bay Area
- Zoning**
- R-6 (Single Family Residential)
- R-6, -FH -UE (Flood Hazard and A
- R-6 -SD-1 (Slope Density Hillside I
- R-6 -TOV -K (Tree Obstruction anc
- R-6, -UE (Urban Farm Animal Excl
- R-6 -X (Railroad Corridor Combinir
- R-7 (Single Family Residential)
- R-7 -X (Railroad Corridor Combinin
- R-10 (Single Family Residential)
- R-10, -UE (Urban Farm Animal Exc
- R-12 (Single Family Residential)
- R-15 (Single Family Residential)
- R-20 (Single Family Residential)
- R-20, -UE (Urban Farm Animal Exc
- R-40 (Single Family Residential)
- R-40, -FH -UE (Flood Hazard and A
- R-40, -UE (Urban Farm Animal Exc
- R-65 (Single Family Residential)
- R-100 (Single Family Residential)
- D-1 (Two Family Residential)
- D-1 -T (Transitional Combining Dist
- D-1, -UE (Urban Farm Animal Excl
- M-12 (Multiple Family Residential)
- M-12 -FH (Flood Hazard Combining
- M-17 (Multiple Family Residential)
- M-29 (Multiple Family Residential)
- F-R (Forestry Recreational)
- F-R -FH (Flood Hazard Combining I
- F-1 (Water Recreational)
- F-1 -FH (Flood Hazard Combining I
- A-2 (General Agriculture)
- A-2, -BS (Boat Storage Combining I
- A-2, -BS -SG (Boat Storage and So

1: 9,028



0.3 0 0.14 0.3 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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Notes

County File #AP18-0006 & RZ21-3263



# Lima & Luna Rezone and Williamson Act Contract

County File #AP18-0006 & RZ21-3263

BOARD OF SUPERVISORS

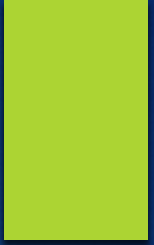
AUGUST 15, 2023



# Site Information

- ▶ Location:
  - ▶ 6300 Old School Road, Tassajara Valley area (APNs: 204-050-027 & -028)
- ▶ Size:
  - ▶ 161.47 acres
- ▶ General Plan:
  - ▶ Agricultural Lands (AL)
- ▶ Zoning:
  - ▶ Exclusive Agricultural District (A-80)
- ▶ Surrounding Area:
  - ▶ Mix of agricultural and rural residential





# Aerial Photo



# Proposed Project

- ▶ Rezone

- ▶ Rezone subject parcels from Exclusive Agricultural District (A-80) to Agricultural Preserve District (A-4)

- ▶ Williamson Act Contract

- ▶ Establish new agricultural preserve (100-acre minimum)
- ▶ 40-acre minimum parcel size for non-prime agricultural land
- ▶ Cattle grazing as primary agricultural use



# Staff Recommendation

- ▶ RECOMMEND that the County Board of Supervisors:
  - ▶ DETERMINE that the proposed actions are exempt from the California Environmental Act (CEQA) under CEQA Guidelines sections 15317 and 15061(b)(3).
  - ▶ ADOPT findings in support of the project, including that establishment of Agricultural Preserve No. AP18-0006 and its associated Land Conservation Contract are consistent with the Williamson Act and the County's Williamson Act Program.
  - ▶ ADOPT Ordinance No. 2023-02, to rezone Assessor's Parcel Numbers (APNs) 204-050-027 and 204-050-028 from A-80 Exclusive Agricultural District to A-4 Agricultural Preserve District
  - ▶ ADOPT Resolution No. 2023/527, to ESTABLISH Agricultural Preserve No. AP18-0006 and APPROVE Land Conservation Contract No. AP18-0006.
  - ▶ AUTHORIZE the Chair of the Board of Supervisors, or designee, to execute Land Conservation Contract No. AP18-0006 for APNs 204-050-027 and 204-050-028.
  - ▶ DIRECT the Department of Conservation and Development to record Resolution No. 2023/527 and Land Conservation Contract No. AP18-0006 with the County Clerk-Recorder, and forward copies to the California Department of Conservation and the County Assessor's Office.
  - ▶ DIRECT the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

**Subject:** Contra Costa County Historical Landmarks Advisory Committee (HLAC) on advocating for a County historic preservation ordinance

---

**RECOMMENDATION(S):**

CONSIDER the recommendation of the Historical Landmarks Advisory Committee to prepare a historic preservation ordinance for the County and PROVIDE any direction.

**FISCAL IMPACT:**

The cost of providing staff support to the Historical Landmarks Advisory Committee is absorbed by the Department of Conservation and Development and the cost to develop an ordinance would need to be as well.

**BACKGROUND:**

The purpose of the HLAC is to advise the Board of Supervisors on matters relating to the identification and preservation of historical resources within the county, including identifying eligible sites and places to be listed in the County's Historic Resources Inventory (HRI). Inclusion in the HRI provides some protection for sites, precluding the County from approving certain activities that would harm the historical resource. State and federal agencies issue historical designations that offer protection. The County locally administers the state's Mills Act, which enables property owners to qualify for tax reductions for certain actions to restore or protect historical resources. The California Environmental Quality Act also requires analysis of potential impacts to historic resources and consideration of actions to mitigate impacts, but only for actions requiring a discretionary permit.

The HLAC has requested time at the Board of Supervisors meeting to explain its recommendation that protection of historical resources in the unincorporated area of County could be enhanced if the County were to develop a historical preservation ordinance such as have been developed in other jurisdictions. The HLAC members have consulted historical societies throughout the County and believes such action would be supported by these organizations. The HLAC conveyed this recommendation when it was consulted for input on the update to the County's General Plan and the draft General Plan to be released in September includes updated provisions regarding historical resources, including policy language to consider such an ordinance.

Staff have not yet engaged in a detailed analysis of historical preservation ordinances nor other approaches for augmenting consideration and protection of historical resources. If the Board wished to consider this issue in further detail at this time, it could consider referring the matter to a Board Committee.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Dominique Vogelpohl, HLAC staff (925) 655-2880

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

**Subject:** Outreach Plan for Public Review of Draft County 2045 General Plan and Draft County Climate Action Plan

---

**RECOMMENDATION(S):**

CONSIDER accepting a report on proposed public outreach during the public review and comment period for the Draft Contra Costa County 2045 General Plan and Draft Contra Costa County Climate Action Plan (CAP) - 2024 Update.

PROVIDE direction to Department of Conservation and Development (DCD) staff.

**FISCAL IMPACT:**

None. The cost associated with anticipated public outreach activities is included in the budget for the County General Plan and CAP updates.

**BACKGROUND:**

Since 2018, DCD has been working collaboratively with other County departments to update the Contra Costa County General Plan and Contra Costa County CAP. The General Plan is the County’s long-range land use plan, while the CAP is the County’s strategy for reducing greenhouse gas emissions. Public participation has been integral to the update process. As described in the attached PowerPoint, these updates have been discussed at more 125 meetings. Most have been County-led, such as community workshops and hearings of various County commissions and committees. Other meetings have been sponsored by community-based and civic organizations, interest groups, and advocates who invited County staff to present on these updates. Staff has also engaged the public through online platforms such as the [envisioncontracosta2040.org](http://envisioncontracosta2040.org) website and social media.

Drafts of the General Plan and CAP will be published in September 2023 and there will be a public review and comment period lasting through early January. Staff anticipates publishing the associated draft environmental impact report (DEIR) in November 2023. The DEIR will have a parallel public review and comment period lasting 60 days. Staff will engage in robust public outreach during these review periods, as outlined in the attached PowerPoint. Staff is requesting Board feedback and direction on the outreach plan.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Board of Supervisors will not receive information on proposed public outreach for the Draft General Plan and Draft CAP.

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Will Nelson, (925) 655-2898

By: , Deputy

cc:

ATTACHMENTS

PowerPoint-Proposed Public Outreach for Draft Contra Costa County General Plan and Climate Action Plan



ENVISION  
**CONTRA COSTA**

Board of Supervisors

August 15, 2023

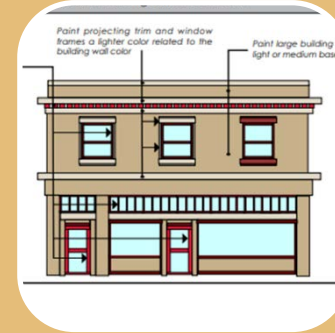
# Envision Contra Costa



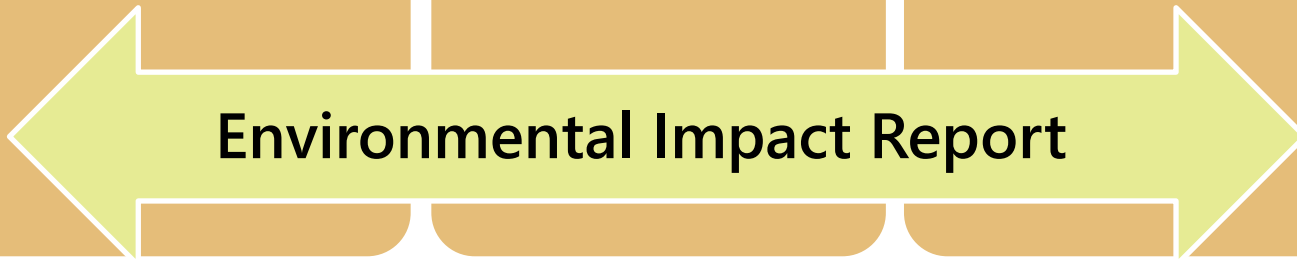
**General  
Plan**



**Climate  
Action  
Plan**



**Zoning  
Ordinance**



# Components of the General Plan

## » Required Topics

- Land Use
- Transportation
- Safety
- Noise
- Open Space
- Conservation
- Environmental Justice
- Housing (*adopted June 2023*)

## » Optional Elements in Current General Plan

- Growth Management
- Public Facilities/Services



# General Plan Themes



**Community Health**



**Environmental Justice**



**Economic Development**



**Sustainability**



# Climate Action Plan (CAP) Update

## » What is the CAP?

- Sets greenhouse gas (GHG) emissions reduction targets for the County
- Establishes a plan to reach those targets
- Implements the climate-related policy direction of the General Plan





# Environmental Impact Report Topics

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural and Tribal Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Parks and Recreation
- Transportation
- Utilities and Service Systems
- Wildfire

# Public Outreach since 2019

## » Over 125 meetings

- Board of Supervisors
- Planning Commission
- Sustainability Commission
- Library Commission
- Hazardous Materials Commission
- Arts and Culture Commission
- Sustainability Committee
- Historic Landmarks Advisory Committee
- Aviation Advisory Committee
- All 13 Municipal Advisory Councils (MACs)

# Public Outreach since 2019

## » Over 125 meetings (continued)

- Almost 50 community meetings, workshops, and open houses held across the county
- 4 Climate Action Plan workshops
- Stakeholder meetings on environmental justice, community health, sustainability, and economic development
- Native American tribal consultations
- Over 22 meetings with various community-based organizations representing a wide range of interests in the county



# Schedule

- » September 2023: Publish Draft General Plan and CAP
- » November 2023: Publish Draft Environmental Impact Report (EIR)
- » May 2024: Publish Final EIR
- » May-June 2024: Planning Commission Adoption Hearings
- » June-July 2024: Board of Supervisors Adoption Hearings

# Draft Outreach Plan, 2023-2024

- » Office of Communications and Media support to publicize Draft General Plan and CAP through various media channels
- » Online engagement (EnvisionContraCosta2040 website, FaceBook, Instagram, web-based commenting tool, etc.)
- » Regional workshops/open houses (one in each Supervisorial District)
- » Virtual informational meetings (two)
- » Meetings with County commissions
- » Meetings with all 13 MACs

# Draft Outreach Plan, 2023-2024 (continued)

- » Presentations at meetings of non-County organizations (community-based organizations, interest groups, etc.)
- » Translation and interpretation when appropriate
- » Dedicated CAP outreach

# Board-Level Study Sessions

- » **Early Fall 2023: Full Board overview of Draft General Plan and CAP**
- » **Winter 2024: One or more detailed study sessions with the Board to review Draft General Plan and CAP and public comments**
- » **9/18/23: Sustainability Committee review Draft General Plan and CAP**
- » **Additional Board committees**

# Draft Outreach Plan – Board Input

- » Timing and extent of Board of Supervisors study sessions on Draft General Plan and CAP
- » Other feedback on draft outreach plan





# Questions?



ENVISION  
**CONTRA COSTA**

Board of Supervisors

August 15, 2023



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: August 15, 2023

Subject: Guaranteed Income Presentation

---

**RECOMMENDATION(S):**

ACCEPT report as presented by the Employment and Human Services Director and provide guidance regarding waiving of income for Guaranteed Income Pilot payments for individuals residing in Contra Costa County.

**FISCAL IMPACT:**

Should the Board direct the Employment and Human Services Department to request waivers of Guaranteed Income for General Assistance applicants, and should this result in an applicant being eligible for General Assistance, the average monthly county cost would be \$203 per person.

**BACKGROUND:**

On March 21, 2023, the Board of Supervisors directed the Employment & Human Services (EHSD) Director to return to the Board with an overview of Guaranteed Income Pilot projects. In this presentation, EHSD

- 1) provides a description of the features and desired outcome of Universal Basic Income (UBI);
- 2) describes Guaranteed Income Pilots as subsets of UBI;
- 3) summarizes Contra Costa County guaranteed income initiatives;

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Erick Untal (925) 608-4884

By: , Deputy

cc:

BACKGROUND: (CONT'D)

- 4) reviews existing income waivers for public assistance; and
- 5) requests Board guidance as to whether Contra Costa County will request income waivers for Guaranteed Income Pilots that benefit Contra Costa County residents.

The California Department of Social Services (CDSS) allows counties to request that income from Guaranteed Income Pilots be waived, or disregarded, as income in the determination of eligibility for public assistance programs (CalWORKs, CalFresh, Medi-Cal, and General Assistance). Income from Guaranteed Income Pilots could result in some households becoming ineligible for public assistance programs due to being over-income. Should the Board decide to request waivers of income from Guaranteed Income Pilots for the determination of eligibility for public assistance programs, it could mean that some households would become eligible for assistance who may not otherwise be eligible.

The County cost of approving waivers of income from Guaranteed Income Pilot projects is low. There is no county share of cost for CalFresh assistance payments or Medi-Cal provider payments. For CalWORKs assistance payments, there is a 2.5% county share of cost. Should a waiver of Guaranteed Income result in the difference between a household not qualifying and qualifying for CalWORKs, the average monthly county cost would be \$22.26 for one household. The most substantial cost incurred would be realized with General Assistance which is 100% funded by the County. Should a waiver of Guaranteed Income result in the difference between not qualifying and qualifying for General Assistance, the average monthly county cost for one household would be \$203 per household. Guaranteed Income Pilot projects are usually designed for families, pregnant individuals, and former foster youth, none of whom typically qualify for General Assistance. There are currently no known Guaranteed Income Pilots for General Assistance recipients.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board choose not to direct the Employment and Human Services Department to request waivers of Guaranteed Income for CalFresh, Medi-Cal and General Assistance, the receipt of Guaranteed Income could cause some households to become ineligible for these public assistance programs.

CHILDREN'S IMPACT STATEMENT:

Guaranteed income payments made to low-income families support all five of Contra Costa County's child 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".

ATTACHMENTS

Universal Basic Income and Guaranteed Income Pilots

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

*Building Brighter Futures Together*

# Universal Basic Income

(and Guaranteed Income Pilots)

August 15, 2023

Marla Stuart, Employment and Human Services Director  
info@ehsd.cccounty.us | 925-608-4800

# Outline

1. Universal Basic Income (UBI)
2. Guaranteed Income (GI) Pilots
3. Contra Costa County GI Initiatives
4. Income Waivers for Public Assistance
5. CCC Income Waivers for GI Recipients?
6. Recommendation

# Universal Basic Income (UBI)

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# Features of Universal Basic Income



## Periodic

It is a recurring payment, rather than a one-off grant.



## Cash payment

It is paid in cash, allowing individuals to determine what they need.



## Universal

It is paid to all members of a community, rather than targeted to a specific population.



## Individual

It is paid on an individual basis.



## Unconditional

It is provided without a work requirement or any other conditions.



# Outcome Goals of UBI

↑ Income

↑ Education | Employment

↑ Basic Needs

↑ Health

↑ Food Security

# Andrew Yang Freedom Dividend



## Periodic

It is a recurring payment, rather than a one-off grant.

Monthly



## Cash payment

It is paid in cash, allowing individuals to determine what they need.

\$1,000



## Universal

It is paid to all members of a community, rather than targeted to a specific population.

U.S. citizens



## Individual

It is paid on an individual basis.

All individuals  
Over age 18



## Unconditional

It is provided without a work requirement or any other conditions.

# Alaska Permanent Fund



## Periodic

It is a recurring payment, rather than a one-off grant.

Annual



## Cash payment

It is paid in cash, allowing individuals to determine what they need.

Formula  
2022 = \$3,284



## Universal

It is paid to all members of a community, rather than targeted to a specific population.

Alaska resident all year and intend to remain indefinitely



## Individual

It is paid on an individual basis.

All individuals  
All ages



## Unconditional

It is provided without a work requirement or any other conditions.

Incarcerated are ineligible

# Alaska Outcomes

↑ Income

Greatest poverty reduction impact for Native Alaskans, rural residents, and elderly

↑ Education | Employment

No significant effect on labor market participation

↑ Basic Needs

↑ Health

Improvements in children's health: increased birth weights, lowered childhood obesity

↑ Food Security

# Guaranteed Income (GI) Pilots

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# Guaranteed Income Pilot Features



## Periodic

It is a recurring payment, rather than a one-off grant.

Time-Limited



## Cash payment

It is paid in cash, allowing individuals to determine what they need.



## Universal

It is paid to all members of a community, rather than targeted to a specific population.

Subset



## Individual

It is paid on an individual basis.

Individuals &  
Families



## Unconditional

It is provided without a work requirement or any other conditions.

# GI Pilot Outcomes

↑ Income

Reduced income volatility,  
better able to cover unexpected \$400 expense

↑ Education | Employment

Positive effects on educational attainment, minimal  
aggregate impact on labor market participation

↑ Basic Needs

Increased financial resilience,  
ability to maintain household needs

↑ Health

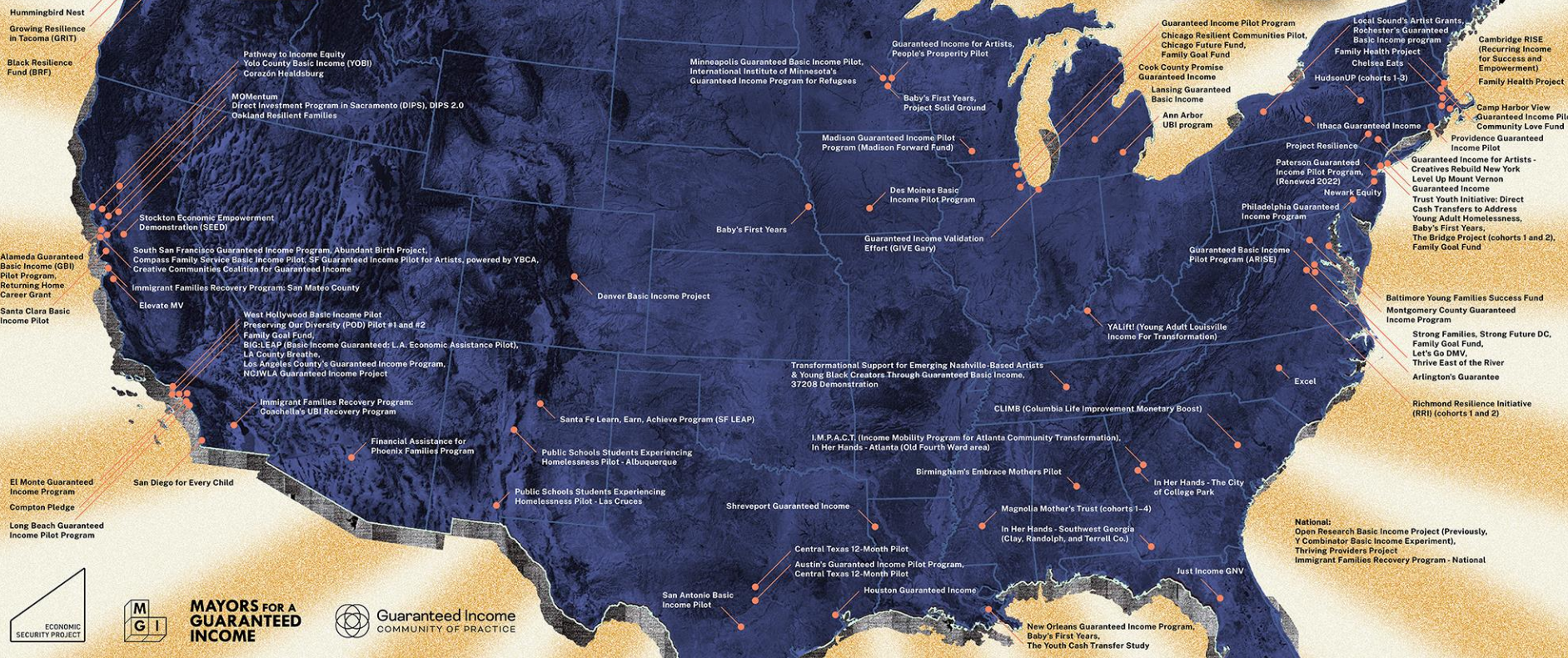
Improved mental health, brain development in  
children, increased access to medical care

↑ Food Security

Additional resources spent on food for household,  
impact on proportion of homemade meals

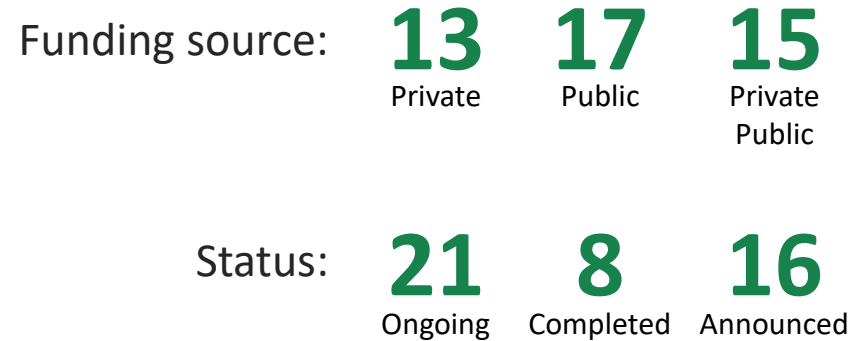
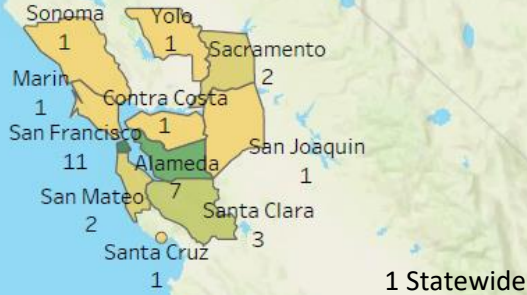


# Celebrating 100 Guaranteed Income Pilots





# 45 California Pilots



# 7 CDSS Funded Pilots

Pilot Site Name	Monthly Payment	County	Individuals Served	Population	Duration (months)	Grant (millions)
1. Inland Southern California United Way	\$600	Riverside, San Bernadino	650	Pregnant individuals, former foster youth	18	\$5.0
2. Expecting Justice (Abundant Birth Project)	\$600 - \$1,000	Alameda, <b>Contra Costa</b> , Los Angeles, Riverside, San Francisco	425	Pregnant individuals	12	\$5.0
3. iFoster	\$750	<b>Statewide</b>	300	Former foster youth	18	\$4.8
4. Los Angeles Section National Council of Jewish Women	\$1,000	Los Angeles	150	Pregnant individuals with diabetes	18	\$3.7
5. San Francisco Human Services Agency	\$1,200	San Francisco	150	Former foster youth	18	\$3.3
6. McKinleyville Community Collaborative	\$1,000	Humboldt	150	Pregnant individuals	18	\$2.3
7. Ventura County Human Services Agency	\$1,000	Ventura County	150	Former foster youth	18	\$1.5

# Contra Costa County GI Initiatives

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# Contra Costa GI Working Group

## Purpose

Shaping a Guaranteed Income Pilot

## Convener

Community Financial Resources (CFR)

## Dates

April 2022 – June 2023

## Attendees

- Ensuring Opportunity
- First 5 Contra Costa
- Monument Impact
- East Bay Leadership Council
- Richmond Rapid Response (R3F)
- Rubicon
- Collaborising
- Mobility Labs
- Community Representatives
- Employment & Human Services Department

## Outputs

- Focus groups
- Listening sessions
- Surveys
- Monthly Newsletters
- Report Forthcoming

# Child Care Workforce Project

## Funder

U.S. DHHS  
Administration for Children & Families

## Amount

\$150,000

## Convener

First 5 Contra Costa

## Participants

- First 5 Contra Costa
- Early Learning Leadership Group
- Child care providers and other early childhood practitioners countywide

## Goals

- Stabilize local child care workforce
- Survey local childcare providers and stakeholders
- Conduct compensation study
- Design Guaranteed Income Pilot for childcare teachers

# Elevate Concord: Family Economic Equity Pilot



## Periodic

It is a recurring payment, rather than a one-off grant.

Monthly  
12 months



## Cash payment

It is paid in cash, allowing individuals to determine what they need.

\$2500 stabilization  
\$500/month



## Universal

It is paid to all members of a community, rather than targeted to a specific population.

Low-income families with  
children under age 12



## Individual

It is paid on an individual basis.

120 Families



## Unconditional

It is provided without a work requirement or any other conditions.

# Richmond Rapid Response Fund (R3F)



## Periodic

It is a recurring payment, rather than a one-off grant.

Monthly



## Cash payment

It is paid in cash, allowing individuals to determine what they need.

\$1,000



## Universal

It is paid to all members of a community, rather than targeted to a specific population.

Low-income residents of Richmond



## Individual

It is paid on an individual basis.

Individuals and Families



## Unconditional

It is provided without a work requirement or any other conditions.

# SF Human Services Agency



## Periodic

It is a recurring payment, rather than a one-off grant.

Monthly  
12 month



## Cash payment

It is paid in cash, allowing individuals to determine what they need.

\$1,000 Treatment Group  
\$50 Control Group



## Universal

It is paid to all members of a community, rather than targeted to a specific population.

Exiting  
Rapid Rehousing Program



## Individual

It is paid on an individual basis.

450 Families



## Unconditional

It is provided without a work requirement or any other conditions.



# Income Waivers for Public Assistance (PA)

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# PA Partial Income Waivers

		CalWORKs PA CalFresh	NA CalFresh	General Assistance	Medi-Cal
1	Earnings	Y	Y	Y	Y
2	Unemployment Benefits	N	N	N	Y
3	CA State Disability (SDI)	Y	N	N	Y
4	Pensions	N	N	N	N
5	Social Security Retirement & Pensions	N	N	N	N
6	Supplemental Security Income (SSI)	Y	N	N	Y
7	Annuities	N	N	N	N
8	Child Support	Y	N	N	N

# CDSS Allowance of GI Waivers

1. ACL 21-137 (11/12/21) Allows counties to request a waiver of privately funded GI for *CalWORKs and CalFresh*
2. ACL 21-137E (04/01/2022) Allows counties to request a waiver of GI funded by any amount of private funds for *CalWORKs and CalFresh*
3. ACIN I-35-22 (4/14/22) Allows counties to request a waiver of GI funded by private or public funds for *CalWORKs and any amount of private funds* for *CalFresh in a single county*
4. ACIN I-82-22 (12/23/22) Allows counties to request a waiver of GI funded by private or public funds for *CalWORKs and any amount of private funds* for *CalFresh in a multiple counties*
5. ACWDL (7/21/23) Specifies that CDSS-funded GI Pilot payments are waived for all state public assistance programs including *CalWORKs, CalFresh, GA, Medi-Cal, WIC and childcare*
6. AB120 (7/10/23) Authorizes all GI payments to be waived for *CalWORKs plus PA (and maybe NA) CalFresh*, subject to CDSS policy guidance

# Counties with Approved GI Waivers

Los Angeles (8)  
San Francisco (4)  
Alameda (2)  
Santa Clara (2)  
San Diego (2)  
Marin (1)  
Santa Cruz (1)  
Sonoma (1)  
Yolo (1)

# PA Partial Income Waivers

		CalWORKs PA CalFresh	NA CalFresh	General Assistance	Medi-Cal
1	Earnings	Y	Y	Y	Y
2	Unemployment Benefits	N	N	N	Y
3	CA State Disability (SDI)	Y	N	N	Y
4	Pensions	N	N	N	N
5	Social Security Retirement & Pensions	N	N	N	N
6	Supplemental Security Income (SSI)	Y	N	N	Y
7	Annuities	N	N	N	N
8	Child Support	Y	N	N	N
9a	GI: AB120	Y	Maybe	n/a	n/a
9b	GI: 7 CDSS Approved Pilots		Y	Y	Y
9c	GI: Local County Pilots		At this time, county choice to request waiver		
9d	GI: Other County Pilots				

# Contra Costa County Income Waivers for GI Recipients?

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# Contra Costa Assistance Payments

FY22/23	CalFresh	CalWORKs	General Assistance	Total
Federal	\$288,737,856   100%	\$35,931,834   49%	\$0	\$324,669,690   89%
State	\$0	\$36,005,616   49%	\$0	\$36,005,616   10%
<b>County</b>	<b>\$0</b>	<b>\$1,844,550   2.5%</b>	<b>\$1,430,623   100%</b>	<b>\$3,275,173   1%</b>
<b>Total</b>	<b>\$288,737,856</b>	<b>\$73,782,000</b>	<b>\$1,430,623</b>	<b>\$363,950,479</b>

# County Cost of Waiving GI

Scenario: Guaranteed Income puts the household over eligibility income limit if not waived

	CalFresh	CalWORKs (no county choice)	General Assistance (county choice)
A. Household Size		2	1
B. Average Monthly Household Benefit		\$890.23	\$203
C. Monthly County Funding % Share	0%	2.50%	100%
D. Monthly County Cost per Household (C * D)		\$22.26	\$203
E. Households Receiving GI		100	100
F. If waived, monthly county cost per 100 GI recipient households	\$0	\$2,226	\$20,300
G. If waived, annual county cost per 100 GI recipient households	\$0	\$26,712	\$243,600



# CCC Requests to date for GI Waivers

## Received

1. San Francisco Human Services Agency

## Expected

2. Monument Impact Family Equity Pilot
3. Richmond Rapid Response Fund (R3F)

# Recommendation

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# Acknowledgements

Staff who developed this presentation

Tamina Alon

Melissa Anino

Angela Bullock-Hayes

Maura Connell

Rebecca Darnell

Carolyn Foudy

Rosalyn Guillory

Tracy Murray

Nanci Powers

Luz Raygoza-Gonzalez

Navdeep Singh

Tracy Story

Erick Untal

# Bibliography

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- Stockton Economic Empowerment Demonstration. *Preliminary Analysis: SEED’s First Year*. Dr. Stacia West, Dr. Amy Castro Baker, Sukhi Samra, Erin Coltrera.
- *The Impact of a poverty reduction intervention on infant brain activity (Baby’s First Years study)*. Sonya V. Troller-Renfree et al, December 29, 2021.

# Recommendation

ACCEPT report as presented by the Employment & Human Services Director and provide guidance regarding waiving of income for Guaranteed Income Pilot payments for individuals residing in Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: August 15, 2023

Subject: Update on Head Start Programs and Oversight

---

**RECOMMENDATION(S):**

RECEIVE monthly update on the activities and oversight of the County's Head Start Program, as recommended by the Employment and Human Services Director, and provide guidance.

**FISCAL IMPACT:**

There is no fiscal impact for this action.

**BACKGROUND:**

Per Board Resolution No. 2023/274, the Board receives monthly updates on and provides guidance related to the activities of Head Start program. This is the June 2023 update.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County will not be in compliance with Head Start program requirements, which may jeopardize funding and a successful 2024-2028 grant application.

**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".

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Sung Kim, 925-681-6301

By: , Deputy

cc:

ATTACHMENTS

Head Start Update for June  
2023

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

*Building Brighter Futures Together*

# Child Care Program Update

August 15, 2023

Marla Stuart, MSW, PhD, EHSD Director and Head Start Executive Director  
Sung Kim, Interim Community Services Bureau Director and Interim Head Start Director  
[info@ehsd.cccounty.us](mailto:info@ehsd.cccounty.us) | 925-608-4800



# Outline

1. Child Care Centers Services
2. HS Child Outcomes Report
3. Budget
4. Monitoring
5. Region IX Communication
6. Current Grant Closeout
7. 2024-2028 Grant Competition
8. Current Events
9. Recommendation



CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

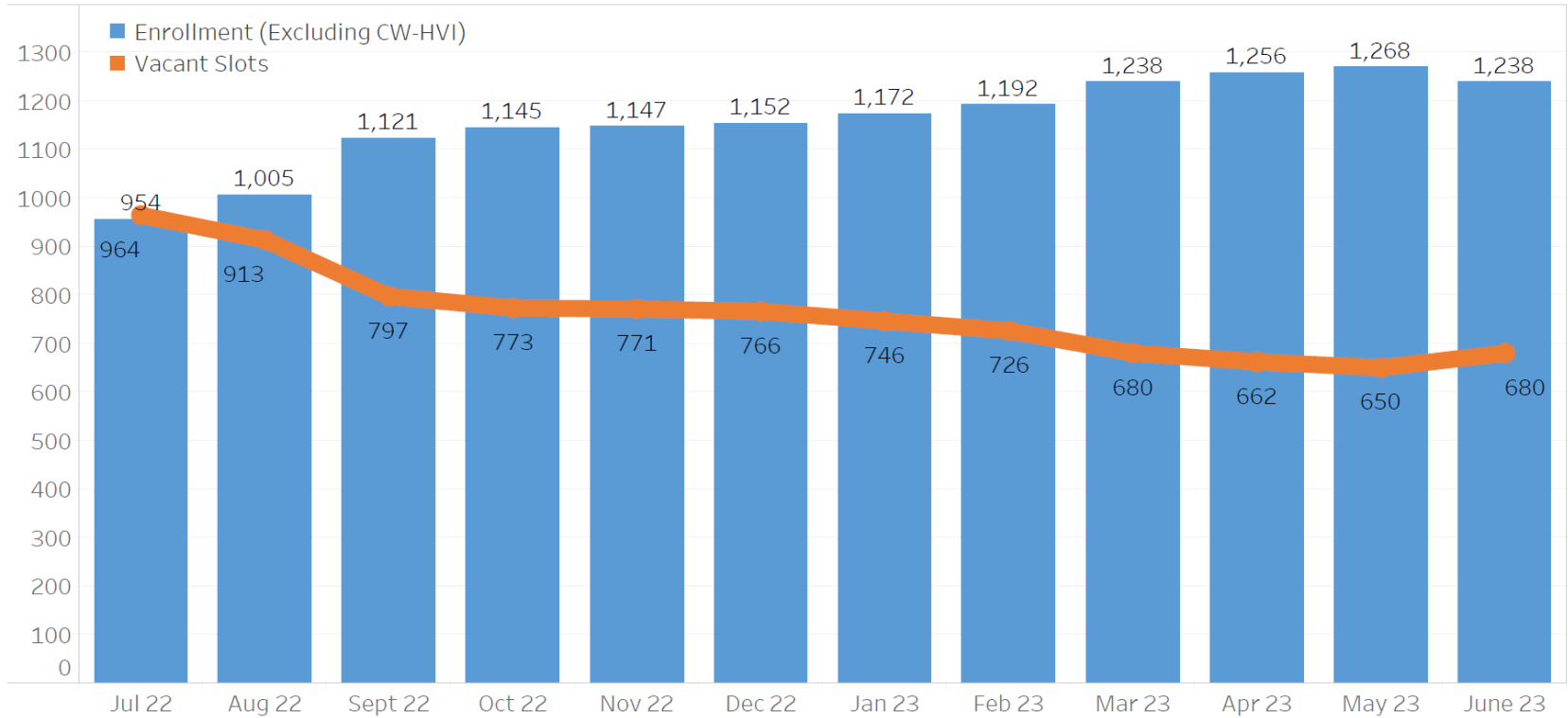
# Child Care Centers Services



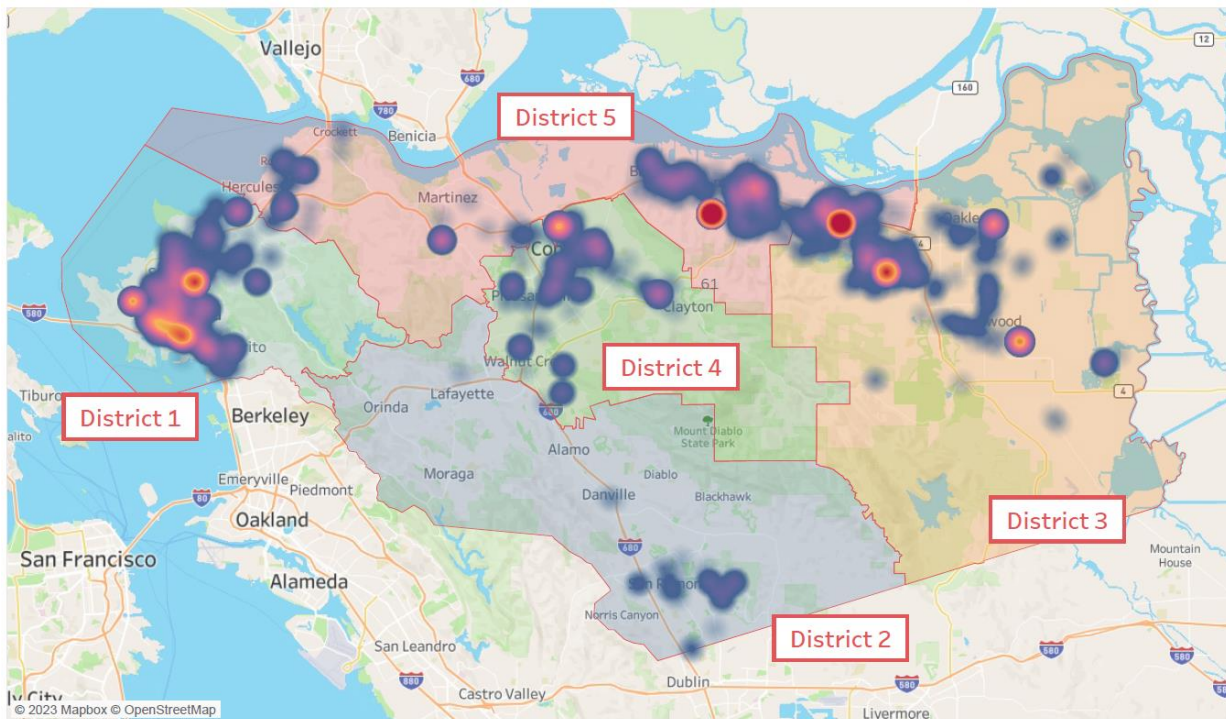
CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# HS Enrollment and Vacant Slots



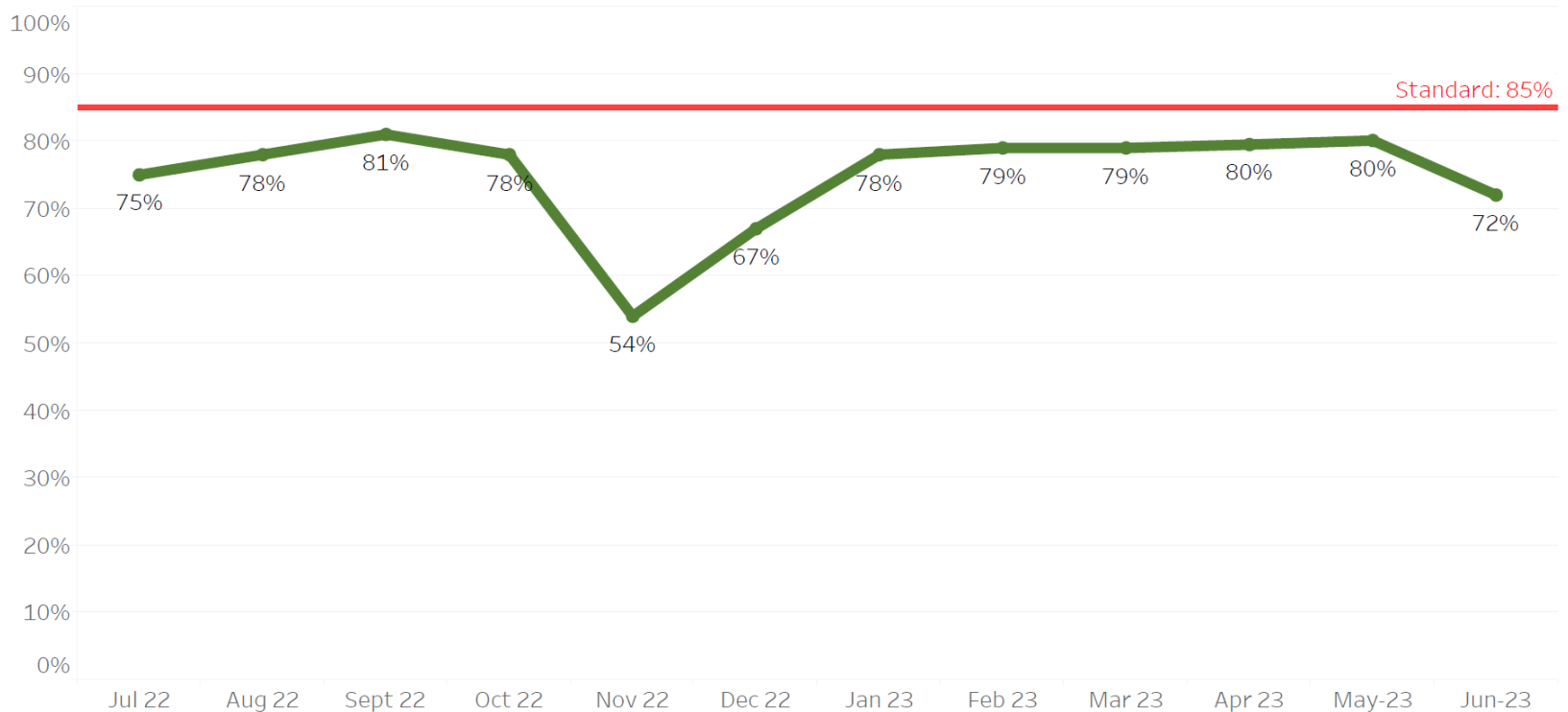
# Families Served by District



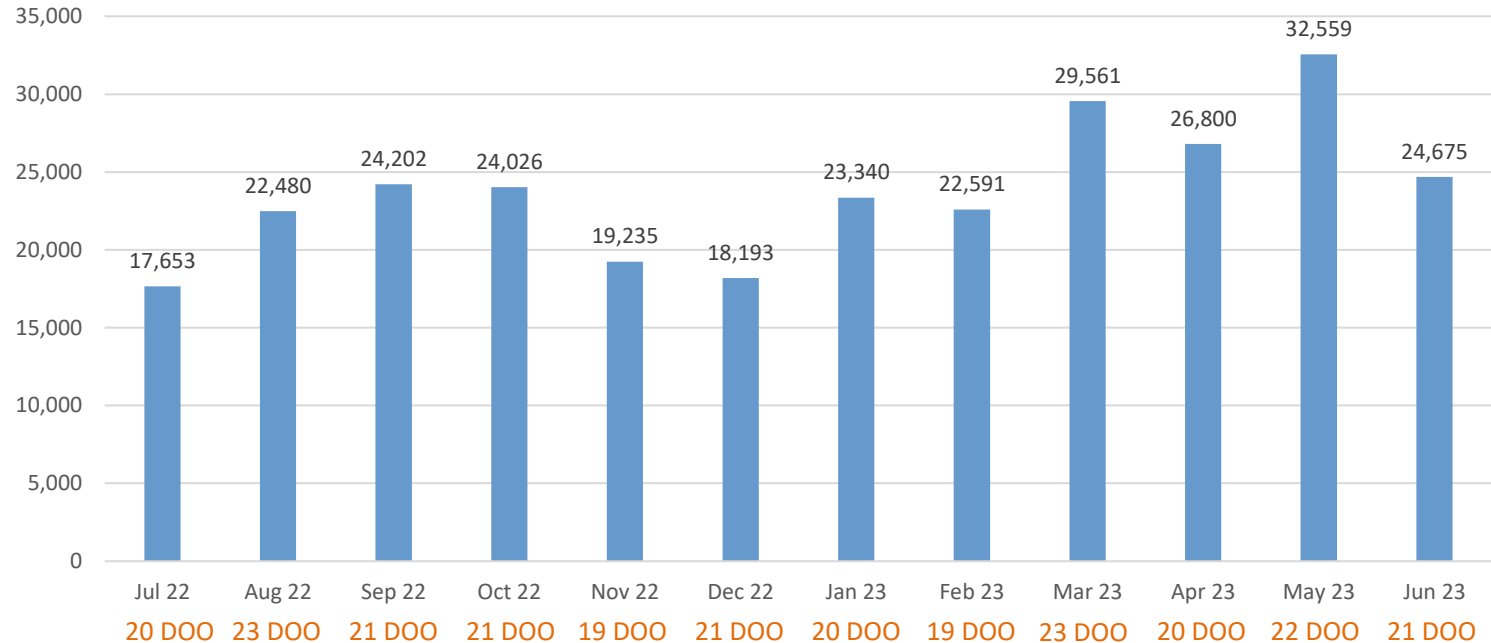
District	Number of Families
1	593
2	49
3	461
4	157
5	594
Not in CCC	17
<b>Total</b>	<b>1,871</b>

Map includes families served by Community Services Bureau through **center-based childcare**: Head Start, California General Child Care and Development (CCTR), California State Preschool Program (CSPP) and through **voucher-based childcare**: California CalWORKS Stage Two Childcare (C2AP), California Alternative Payment Program (CAPP)

# HS Attendance Rate



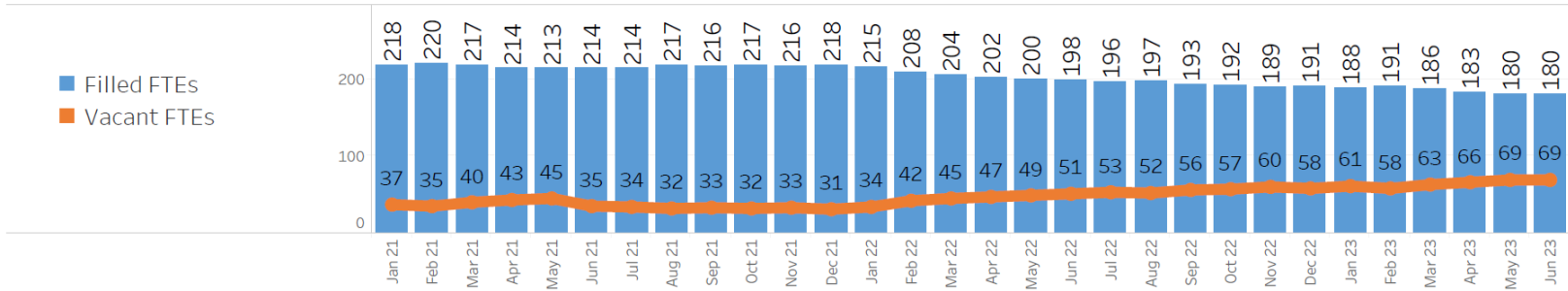
# HS Meals and Snacks Served



Note: DOO = Days of Operation

# CSB Child Care Vacancies Trend

Filled vs Vacant FTEs 2021 - 2023



Vacant FTEs by Classification 2021 - 2023

	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23
Associate Teacher-Project	7	7	6	7	7	4	3	3	4	4	3	3	4	7	8	10	12	13	18	19	18	18	18	18	17	17	17	17	17	17
Child Nutrition Assistant-Proj	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Child Nutrtr Fd Svc Trns-Prj	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Child Nutrtr Food Oper Supv-Prj	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerk-Experienced Level	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Comprehensive Svcs Asst Mgr-Pr	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Comprehensive Svcs Man -Prj	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Infant Toddler Assoc Tchr-Prj	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Infant Toddler Teacher-Project	0	0	0	0	0	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Inf/Tod Master Teacher-Prj	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intermediate Clerk-Prj	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Master Teacher-Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior Clerk-Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Supervisor I-Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Supervisor II - Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerk-Specialist Level	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Teacher-Project	4	4	5	6	6	6	7	6	6	7	7	7	9	10	11	11	11	12	13	13	11	11	11	11	11	12	13	13	12	12
Grand Total	37	35	40	43	45	35	34	32	33	32	33	31	34	42	45	47	49	51	53	52	56	57	60	58	61	58	63	66	69	69

# Head Start Child Outcomes Report

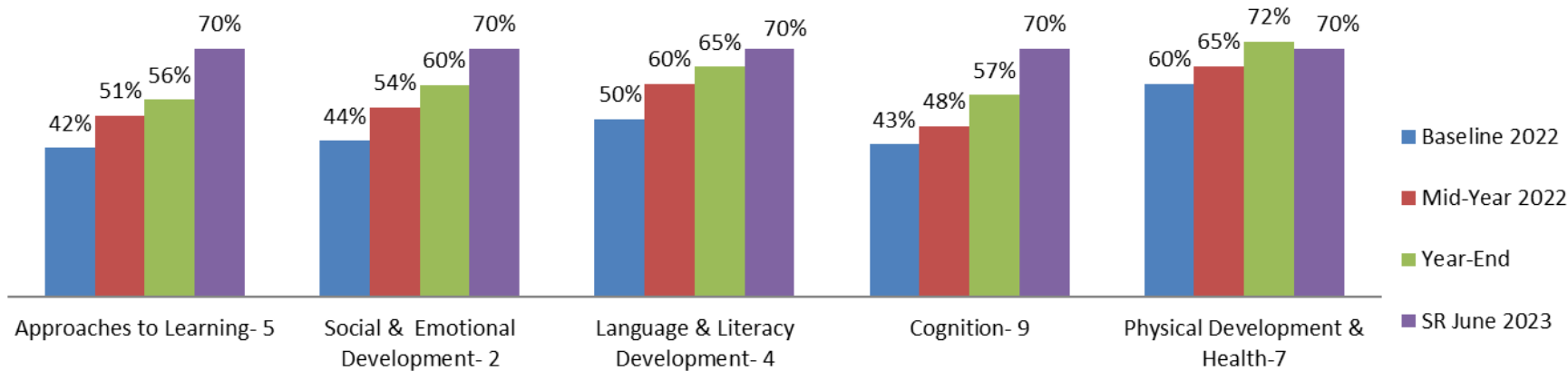


CONTRA COSTA COUNTY

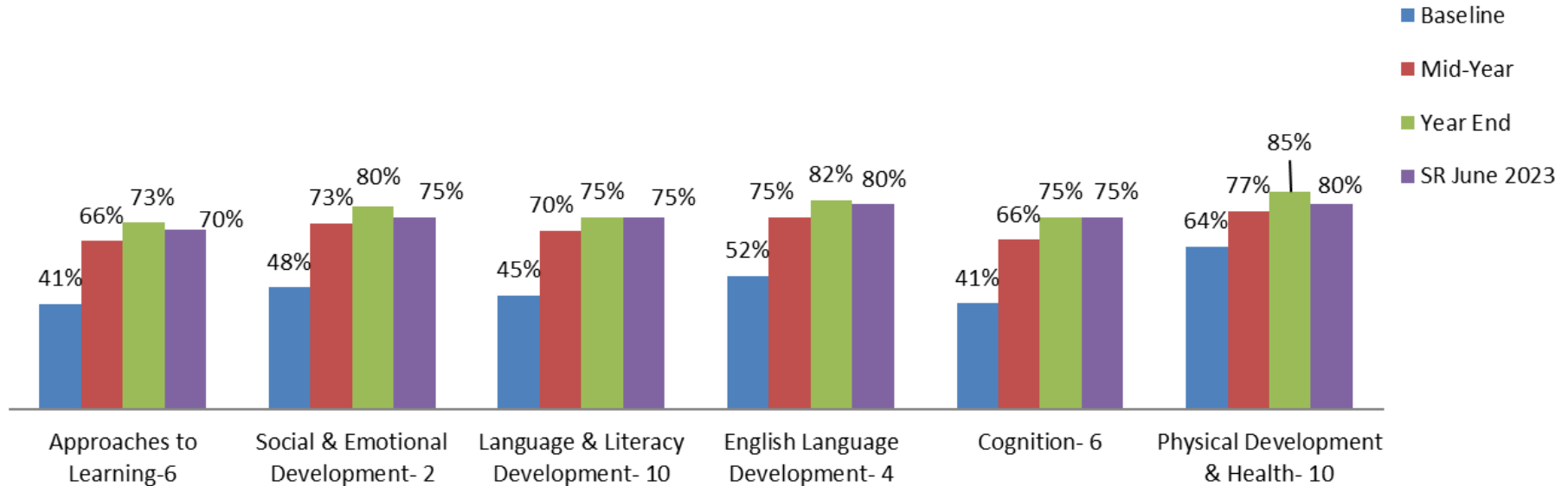
EMPLOYMENT & HUMAN SERVICES



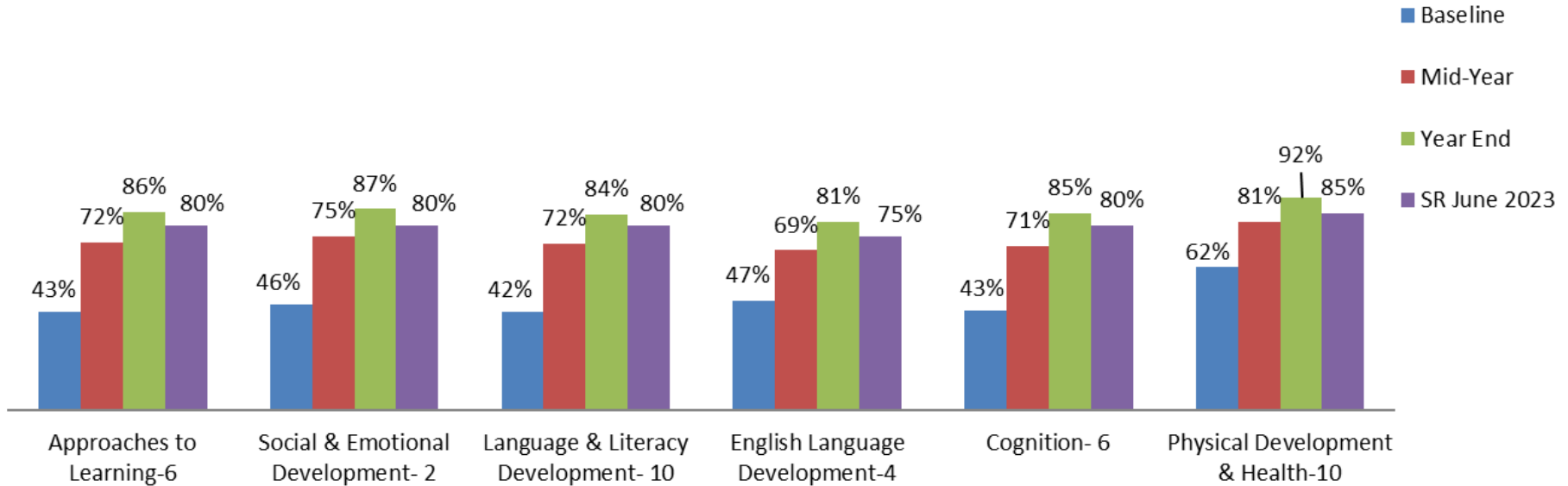
# Child Outcomes/School Readiness Goals Infants and Toddlers



# Child Outcomes/School Readiness Goals Preschool



# Child Outcomes/School Readiness Goals Pre-Kindergarten



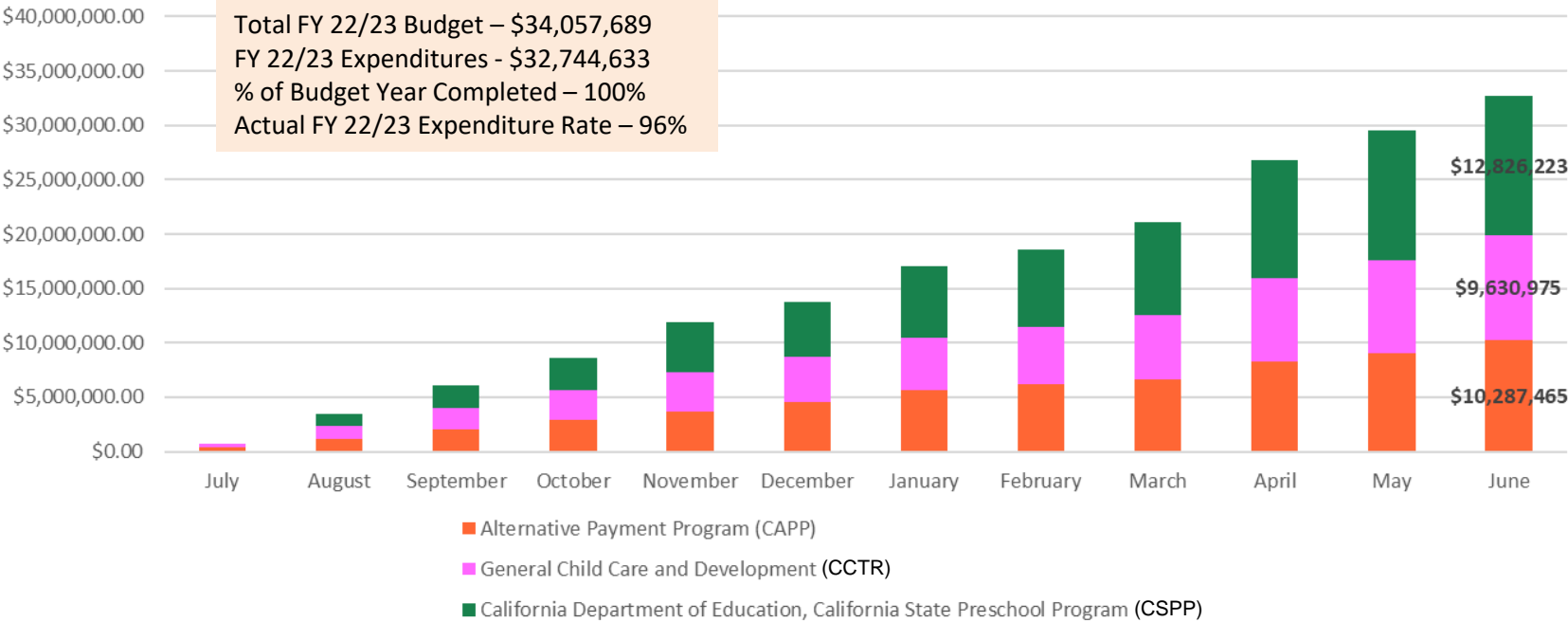
# Budget



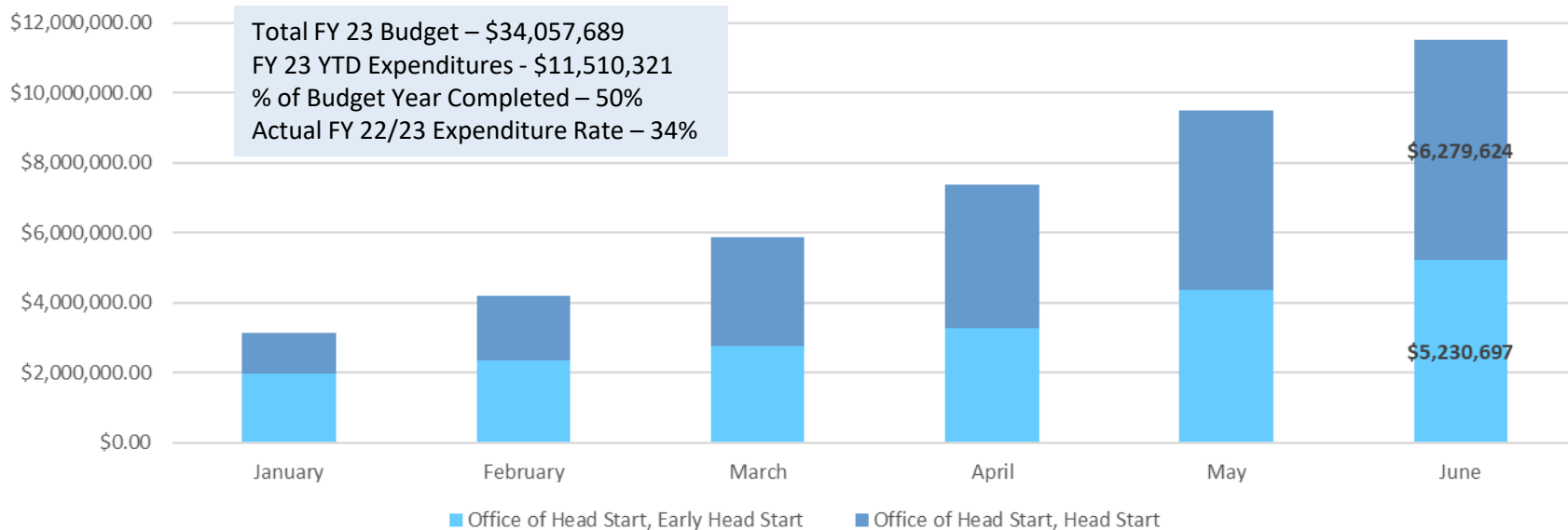
CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

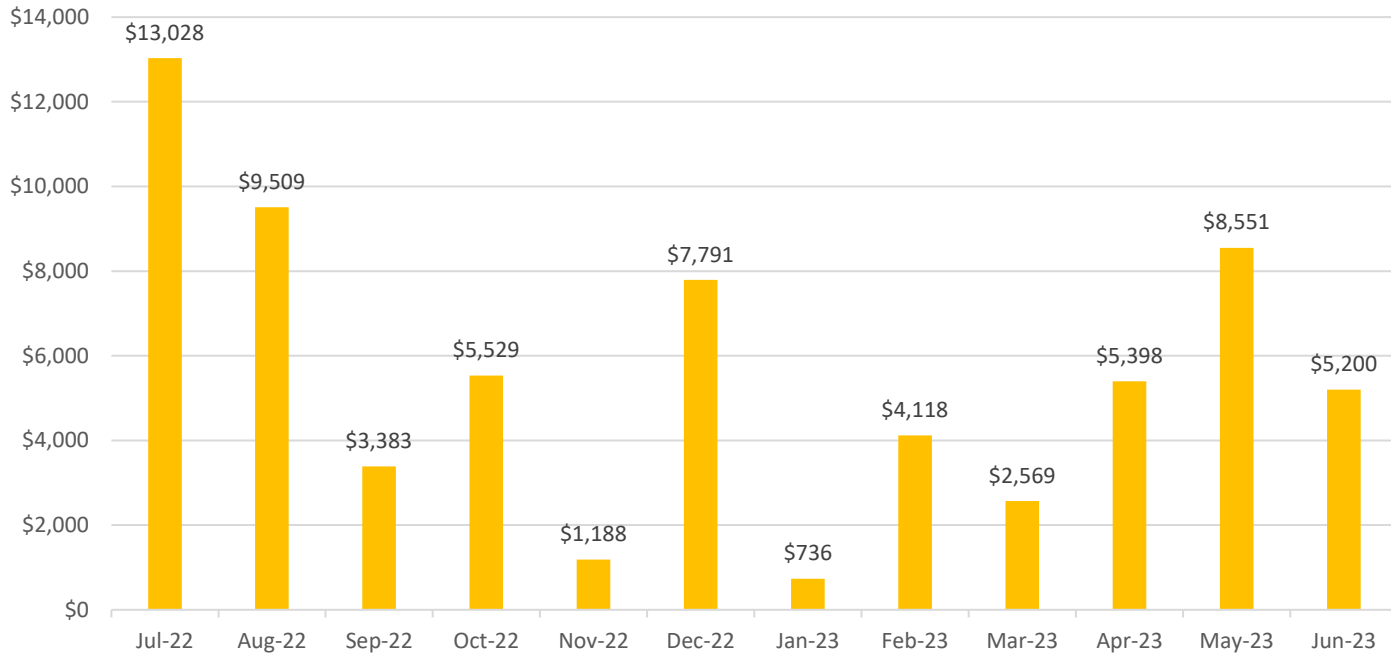
# State Child Care Budget



# Federal Head Start Budget



# Credit Card Expenditures



CONTRA COSTA COUNTY  
COMMUNITY SERVICES  
BUREAU

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# Monitoring



CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

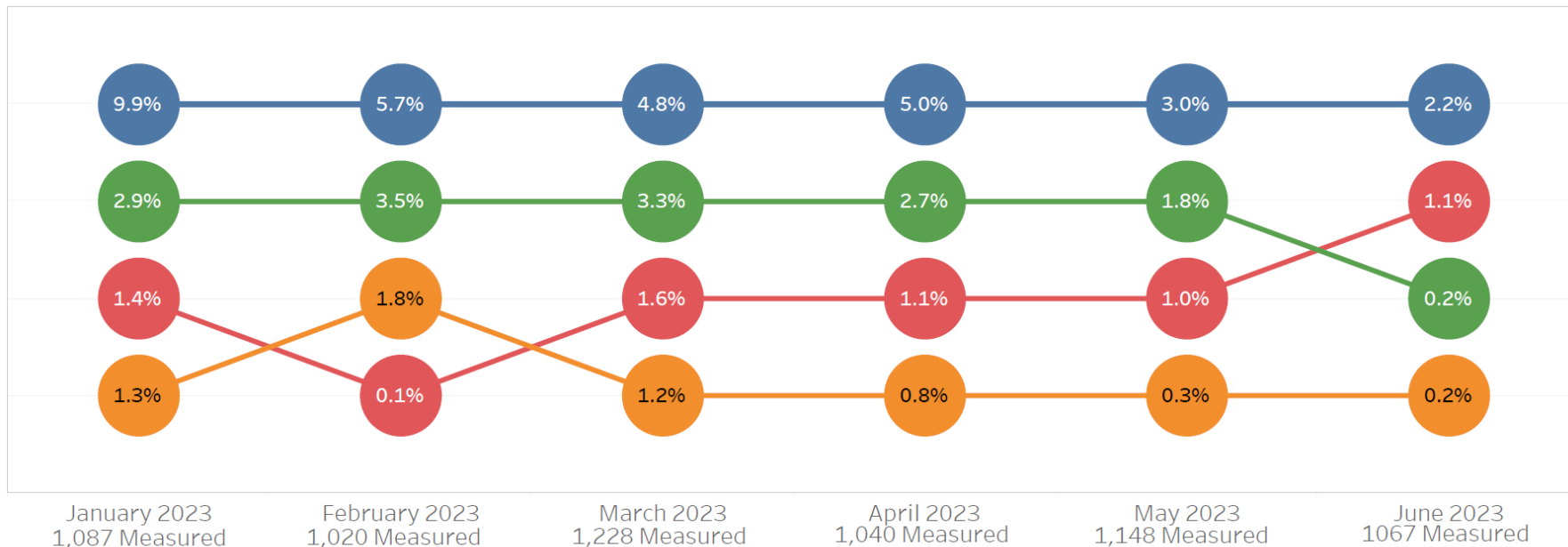


# June 2023 Unusual Incidents

Category	7/22	8/22	9/22	10/22	11/22	12/22	01/23	02/23	03/23	04/23	5/23	6/23	FY 21/22	FY 22/23
Child Injury	0	0	0	1	4	0	1	0	1	0	2	1	3	10
Lack of Supervision	2	1	2	1	0	1	0	0	0	1	0	0	1	8
Inappropriate discipline	0	0	0	3	0	1	1	0	0	1	1	0	1	7
Potential child abuse and maltreatment	0	0	0	1	0	0	0	1	1	0	1	0	0	4
Unauthorized release	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Other	0	1	0	8	5	6	2	4	1	2	1	0	15	30
<b>TOTAL</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>14</b>	<b>9</b>	<b>8</b>	<b>5</b>	<b>5</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>1</b>	<b>20</b>	<b>60</b>

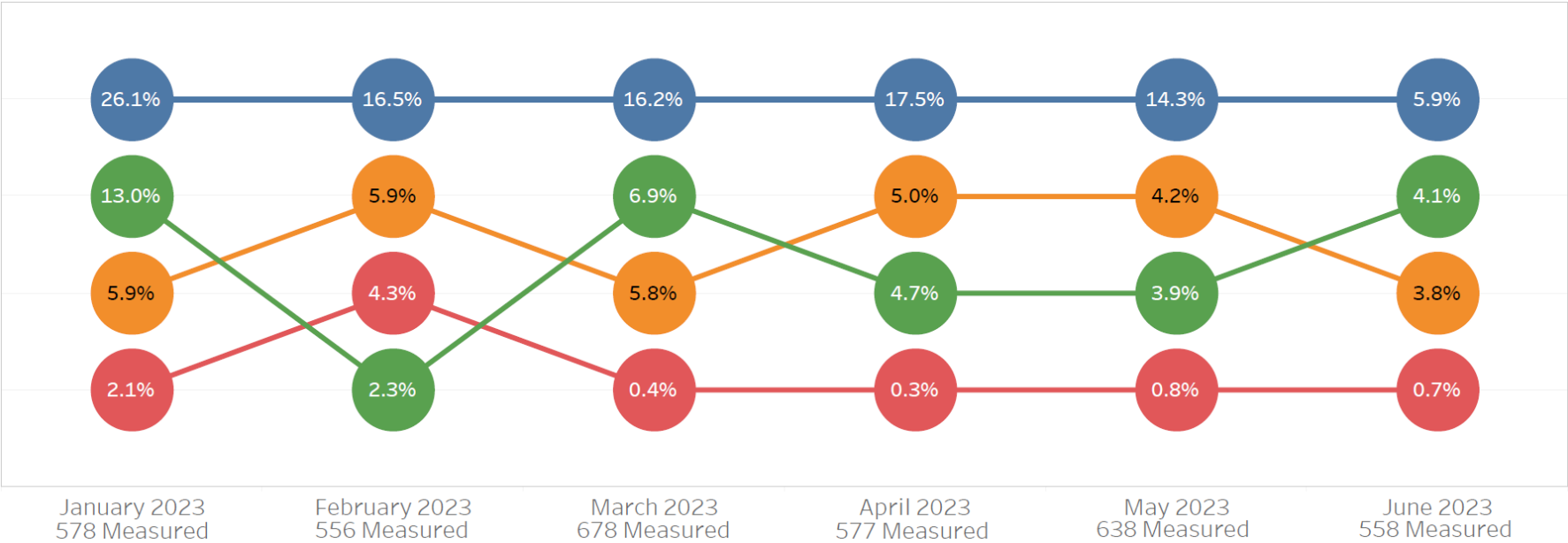


# Daily Teacher Playground



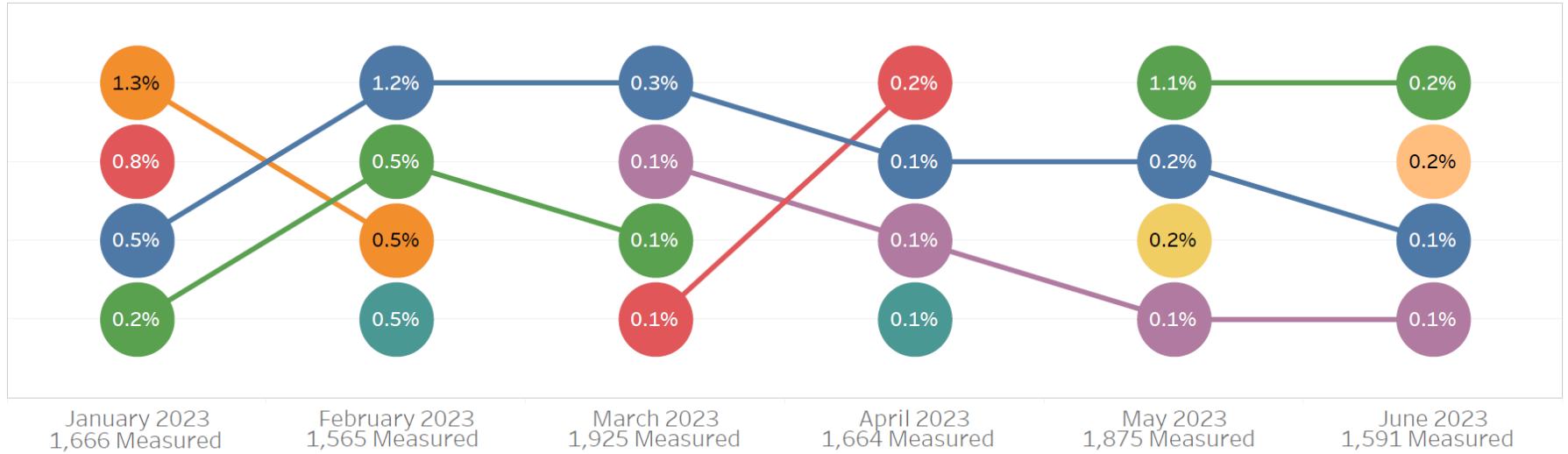
- 1, Equipment and Parts: All play equipment is in good repair with no cracks or jagged edges, or blocked from children's access.
- 5, Boundaries: Fencing or other barrier zone play areas are locked, secure and in good repair, including gate latches and alarms.
- 3, Play Materials: All additional play materials such as small blocks, books, dramatic play items, and other toys are in good repair and age appropriate for the children using them.
- 4, Litter: The area is free of glass, sharp objects, animal feces, branches, wasp nests, vagrants, and abandoned clothing.

# Daily Facility Safety



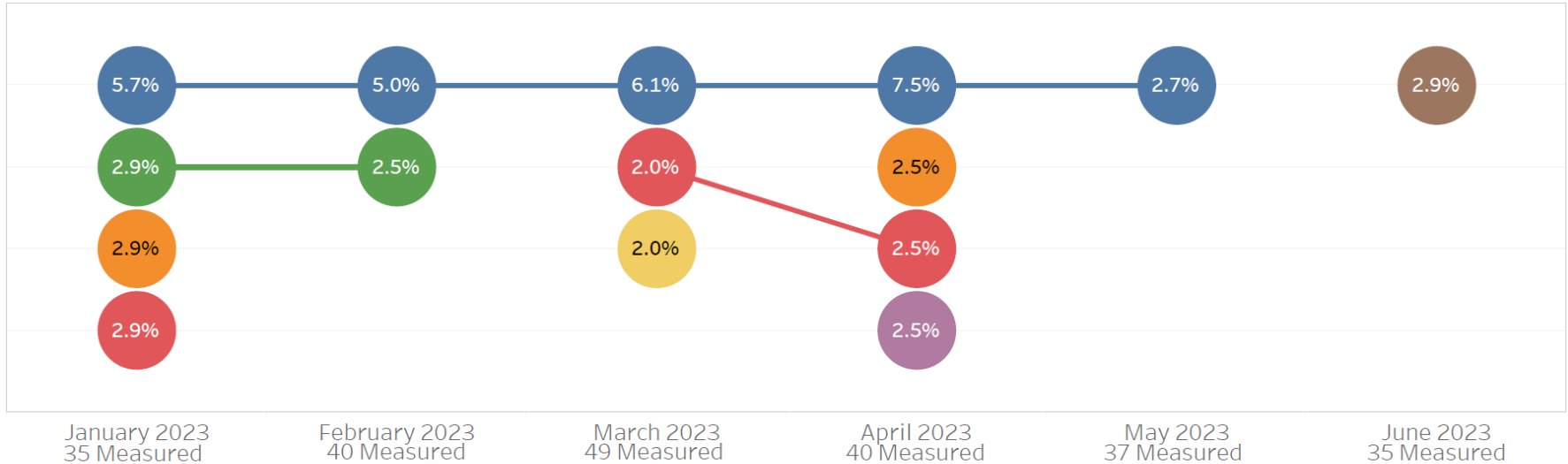
- 03, Environment(s) are free of rust.
- 04, Outdoor environment(s) are free of weeds and leaves.
- 01, Outdoor environment is free of litter and unsafe debris.
- 05, Alarms, if applicable, and locks in hallways, front doors, and gates are in working order.

# Daily Health & Safety



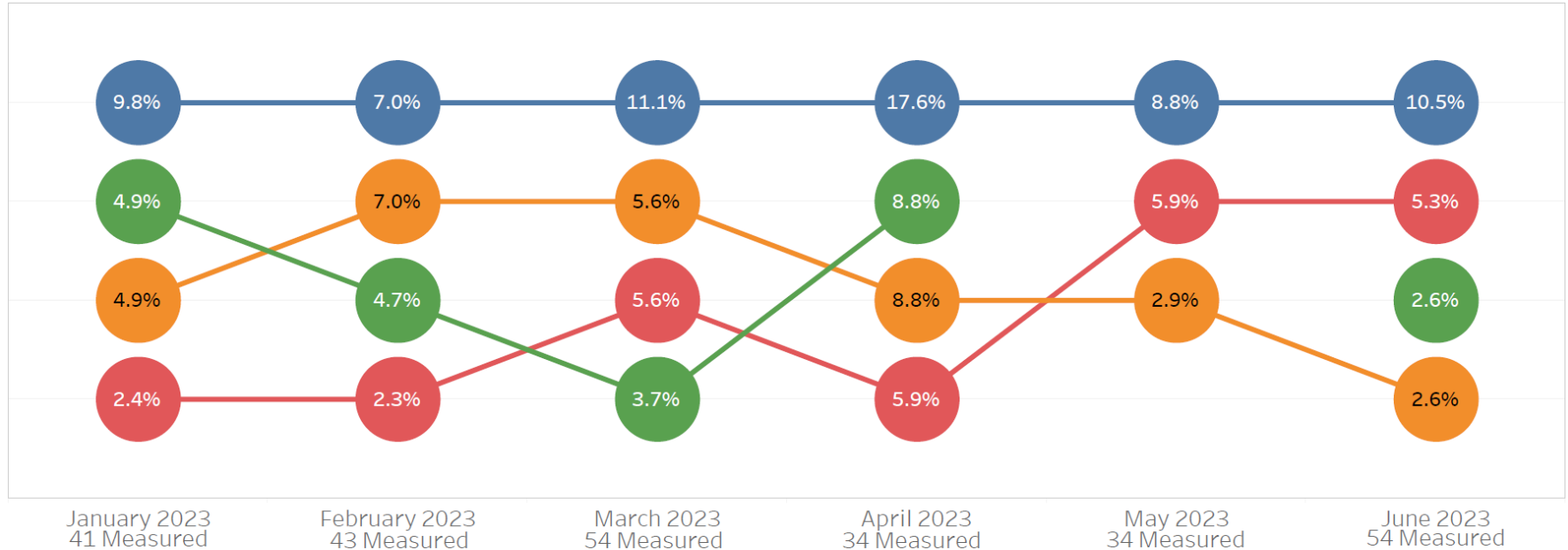
- 09, All door alarms are on and in good working order, if applicable.
- 03, Wallpad/Tablet are in working order and used as intended.
- 11, The spaces in classrooms, hallways, and other areas are clear, clean & free of objects including trip hazards, fall hazards, piles/clutter, etc.
- 12, All cabinets are secured and locked.
- 07, Zoning maps for indoors and outdoors are posted.
- 01, All Electrical Outlets are covered.
- 05, Children’s food allergy list posted and kept confidential.
- 04, Health & Safety component is included in the lesson plan.

# Monthly Playground Safety



- 04, RUST: No rust is visible.
- 12, LOCATION: Structures are six (6) feet away from walls, fences, and pathways.
- 14, BOUNDARIES: Fencing or other barrier zone play areas, fence gate is closed, upper edges of fencing is bent under.
- 15, GATES: Latched and locked appropriately.
- 06, METAL: Slide beds and other metal parts are shaded from the sun.
- 05, WOOD: There are no splinters, cracks, rotting, or sharp ends.
- 03, BOLTS, NUTS, SCREWS, NAILS, AND OTHER HARDWARE: No pieces are missing, loose, or exposed. Pinch or crush points are covered; no open S-hooks or other hooks / exposed nails.

# Tri-Annual Child Transition and Safety



- 14, Safe Environments are evident: clean, no hazards, uncluttered walls (from postings) and uncluttered tops of shelves.
- 6, Classroom Transition Tracking Sheet (CSB700 or designated form) observed being used during transitions.
- 7, Classroom Transition Tracking Sheet (or designated form) correctly documents number of children transitioning.
- 8, Classroom head count whiteboard accurately reflects the number of children and staff currently in room.

# Sub-recipient Monitoring Tools

Appendix 4: Subrecipient Questionnaire

Appendix 5: Risk Assessment Matrix

Appendix 6: Subrecipient Monitoring Plan

Appendix 7: Guidelines to Review Monthly Demands

Appendix 8: Desk Review Guide

Appendix 10: Federal Award Payment Template

Appendix 11: Sing Audit Certification

Appendix 12: Audit Review Checklist

Appendix 13: Management Decision Template

Appendix 14: Corrective Action Letter Template

Appendix 15: Self-Monitoring Tool

Appendix 16: Process for Charging Costs to Head Start

Appendix 17: Delegate Onsite Monitoring Tool

# Sub-recipient Monitoring

## Dates

- 1<sup>st</sup> Quarter – September 2022
- 2<sup>nd</sup> Quarter – December 2022
- 3<sup>rd</sup> Quarter – April 2023
- 4<sup>th</sup> Quarter – June 2023

## Topics

- Allowable Costs
- Internal Controls
- Cost Allocation Property
- Contract Compliance
- Accountability
- Self-Monitoring



# QIP Follow-Up Review July 25-28, 2023



No	Service Area	Grant Number(s)	Compliance Level	Applicable Standards	Timeframe for Correction
1	Ongoing Monitoring and Continuous Improvement	09CH010862	Deficiency	302.102(b)(1)(i-iv)	120 days
2	Program Governance	09CH010862	Area of Noncompliance	642(c)(1)(E)(ii)	120 days
3	Safety Practices	09CH010862	Deficiency	1302.102(d)(1)(ii)	120 days
4	Safety Practices	09CH010862	Deficiency	1302.47(b)(5)(iii)	90 days*
5	Safety Practices	09CH010862	Deficiency	1302.90(c)	90 days*
6	Ongoing Fiscal Capacity	09CH010862	Deficiency	75.303(a)	120 days

Corrected 2/9/23  
Corrected 2/9/23

\* On August 1, 2022, the Regional Office of Head Start approved a 60-day extension, giving Contra Costa County a total of 90 days to correct and implement procedures in the Service Area of Safety Practices.

# Region IX Communications



CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# June 2023 ACF / OHS Communications

- 6/7/23 Inventory Closeout Activities Final Extension Approval
- 6/9/23 Office of Head Start Board Meeting Request
- 6/14/23 Improper Payment Study- Phase 2 Request for Information and Documentation
- 6/29/23 Funding Guidance Letter

# Current Grant Closeout



CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# ACF Closeout Activities

- Real Property Inventory
  - 8/3/23 Submitted updated appraisals for 7 properties with federal interest
    1. Balboa, 1001 S 57th St., Richmond
    2. Congressman George Miller (III), 300 S. 27th St., Richmond
    3. Crescent Park, 5050 Hartnett Ave., Richmond
    4. Fairgrounds, 1203 W. 10th St., Antioch
    5. George Miller, 3068 Grant St., Concord
    6. Riverview, 227 Pacific Ave., Bay Point
    7. Verde, 2000 Giaramita Ave., Richmond
- ACF Facilities Visit
  - Planning meeting held 8/3/23
  - Visit scheduled for week of 8/21/23

# 2024-2028 Grant Competition



CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# Anticipated NOFA from ACF

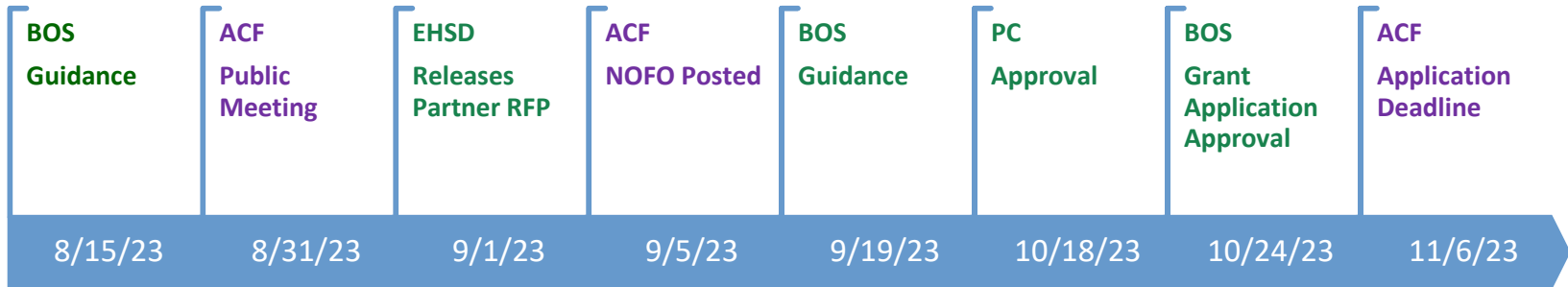
- 29 expected Notice Of Funding Awards (NOFA), 151 expected awards
  - Anticipated release date: September 5, 2023
  - Estimated due date: November 6, 2023
  - 1 competition in California
  - Expected number of awards = 6
  - Expected budget = \$29,661,911
- Components of submission
  - Program Description
  - Budget
  - Federal Financial Review
  - Appendices, including Board Attestation, Policy Council Approval, Letters of Support

# Competitive Application Activities

- **Application Development**

- Community Assessment
- Economic Opportunity Council / Policy Council Public Hearing
- Parent Survey
- Contracted Grant Writer?
- Environmental Scan?
- Other?

- **Timeline**





# Program Model Options

Program:		Early Head Start (ages 0-2)			Head Start (ages 3-5)		
Program Option:		Full-Day	Home Visiting	Locally Designed (pregnant/ parenting teen program)	Full-Day	Part-Day	Locally Designed (transition rooms)
Slots:	Current	446	149	28	825	292	32
	2024-2028	TBD	TBD	TBD	TBD	TBD	TBD
Hours:	Current	10.5 hrs.	1.5 hrs.	6.25 hrs.	10.5 hrs.	3.5 hrs.	10.5 hrs.
	2024-2028	TBD	TBD	TBD	TBD	TBD	TBD
Location:	Current	Antioch Bay Point Brentwood Bayo Vista Concord Oakley Pittsburg Richmond Rodeo	County-wide	Concord	Antioch Bay Point Brentwood Bayo Vista Concord N. Richmond Oakley Pittsburg Richmond Rodeo San Pablo	Antioch Brentwood Concord N. Richmond Pittsburg Richmond	Antioch Pittsburg Richmond
	2024-2028	TBD	TBD	TBD	TBD	TBD	TBD

# Program Delivery Options

		Direct	Partner	Delegate
Operation:	Current	X	X	X
	2024-2028	TBD	TBD	TBD
Recruitment/ Enrollment:	Current	X		X
	2024-2028	TBD	TBD	TBD
Comprehensive Services:	Current	X	X	X
	2024-2028	TBD	TBD	TBD

# Current Events



CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# July 2023 Events

## Office of Head Start Follow-Up Review



*Los Nogales Management & Teaching Team*

## Safety First at Balboa!



*Balboa Child & Parent Safety Team*

# Recommendation



CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

# Recommendation

RECEIVE monthly update on the activities and oversight of the County's Head Start Program, as recommended by the Employment and Human Services Director, and provide guidance.



CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

**Subject:** Approve & Authorize to fully close a portion of San Pablo Dam Road on September 17, 2023 from 6:00 a.m. through 7:00 p.m., El Sobrante area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/522 approving and authorizing the Public Works Director, or designee, to fully close a portion of San Pablo Dam Road between El Portal Drive and Appian Way, on September 17, 2023, from 6:00 a.m. through 7:00 p.m., for the purpose of the 28th Annual El Sobrante Stroll, El Sobrante area. (District I)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The El Sobrante Chamber of Commerce is requesting a road closure on San Pablo Dam Road between El Portal and Appian Way, for the 28<sup>th</sup> Annual Street Fair and Parade. The road closure is being requested to increase pedestrian safety during the event. El Sobrante Chamber of Commerce shall follow guidelines set forth by the Public Works Department.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Bob Hendry (925) 374-2136

By: , Deputy

ATTACHMENTS

Resolution No.

2023/522



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

Adopted this Resolution on 08/15/2023 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2023/522**

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of San Pablo Dam Road between El Portal Drive and Appian Way, on September 17, 2023, from 6:00 a.m. through 7:00 p.m., for the purpose of the 28th Annual El Sobrante Stroll, El Sobrante area. (District I)

RC23-28

NOW, THEREFORE, BE IT RESOLVED that permission is granted to the El Sobrante Chamber of Commerce to fully close a portion of San Pablo Dam Road between El Portal Drive and Appian Way, except for emergency traffic, local residents, US Postal Service and garbage trucks, on September 17, 2023, for the period of 6:00 a.m. through 7:00 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 event area and essential services will be allowed access as required.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. El Sobrante Chamber of Commerce 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 Office, the California Highway Patrol and the Fire District.
6. El Sobrante Chamber of Commerce shall maintain a 20-foot wide emergency vehicle lane at all times through the entire length of the closure.

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

**ATTESTED: August 15, 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, Devon Patel- Engineering Services, Chris Lau - Maintenance



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

**Subject:** Approve & Authorize to fully close a portion of Hillgrade Avenue, for one night between August 24, 2023 and August 25, 2023, Alamo area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/523 approving and authorizing the Public Works Director, or designee, to fully close a portion of Hillgrade Avenue between Lunada Lane and Crest Avenue, for one night between August 24, 2023 and August 25, 2023, from 8:00 p.m. through 3:00 a.m., for the purpose of replacing a utility pole and installing a switch, Alamo area. (District II).

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Pacific Gas & Electric has requested to close the road during construction for public safety due to the narrow road and blind corner at the construction site. In addition, the supporting legs of the line truck extend beyond a single lane. The closure is planned for only one night from August 24, 2023, to August 25, 2023. This is a road closure application that has been previously approved by the Board of Supervisors.(See RC23-9) but needed to be rescheduled. 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: **08/15/2023**  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: August 15, 2023

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

Contact: Bob Hendry (925) 374-2136

By: , Deputy

ATTACHMENTS

Resolution No.  
2023/523

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

Adopted this Resolution on 08/15/2023 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2023/523**

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Hillgrade Avenue between Lunada Lane and Crest Avenue, for one night between August 24, 2023 and August 25, 2023, from 8:00 p.m. through 3:00 a.m., for the purpose of replacing a utility pole and installing a switch, Alamo area. (District II)

RC23-30

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close Hillgrade Avenue between Lunada Lane and Crest Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, for one night between August 24, 2023 and August 25, 2023, for the period of 8:00 p.m. through 3:00 a.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the event area and essential services will be allowed access as required.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Pacific Gas & Electric Company 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: August 15, 2023**

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

By: , Deputy

**cc:** Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Bob Hendry -Engineering Services, Devon Patel- Engineering Services, Chris Lau - Maintenance



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

**Subject:** Construction Contract for the San Pablo Dam Road and Bailey Road Signal Hardware Upgrades Project, Bay Point and El Sobrante areas.

---

**RECOMMENDATION(S):**

- (1) APPROVE plans, specifications, and design for the San Pablo Dam Road and Bailey Road Signal Hardware Upgrades Project. (County Project No. 0662-6R4139/State Project No. HSIPL 5928(162)) (District I, V)
- (2) DETERMINE that Columbia Electric, Inc. (“Columbia”), the lowest monetary bidder, submitted a non-responsive bid by failing to comply with the requirements of the County’s Outreach Program for this project, as provided in the project specifications; and REJECT the bid on that basis.
- (3) DETERMINE that DC Electric Group, Inc. (“DC Electric”), the second lowest monetary bidder, has complied with the requirements of the County’s Outreach Program and has exceeded the Mandatory Subcontracting Minimum for this project, as provided in the project specifications; and FURTHER DETERMINE that DC Electric has submitted the lowest responsive and responsible bid for the project.
- (4) AWARD the construction contract for the above project to DC Electric in the listed amount (\$1,090,250.00) and the unit prices submitted in the bid, and DIRECT that DC Electric shall present two good and sufficient surety bonds, as indicated below, and that the Public Works Director, or designee, shall prepare the contract.

---

APPROVE
  OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Adelina Huerta, 925.313.2305

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

(5) ORDER that, after the contractor has signed the contract and returned it, together with the bonds as noted below and any required certificates of insurance or other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.

(6) ORDER that, in accordance with the project specifications and/or upon signature of the contract by the Public Works Director, or designee, bid bonds posted by the bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(7) ORDER that, the Public Works Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, 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 Sections 4107 and 4110.

(10) DELEGATE, pursuant to Labor Code Section 6705, to the Public Works Director, or to any registered civil or structural engineer employed by the County, the authority to accept detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection during trench excavation covered by that section.

(11) DECLARE that, should the award of the contract to DC Electric 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 all of the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

The Project will be funded by 75% State Highway Safety Improvement Program (HSIP) and 25% Local Road Funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On July 18, 2023 the Public Works Department received bids from the following contractors:

BIDDER, TOTAL AMOUNT, BOND AMOUNTS

Columbia Electric, Inc.: \$1,085,015.00

DC Electric Group, Inc.: \$1,090,250.00; Payment: \$1,090,250.00; Performance: \$1,090,250.00

W Bradley Electric LLC.: \$1,246,858.00

Mike Brown Electric Co.: \$1,450,410.00

Gruendl Inc. dba Ray's Electric: \$1,628,683.00

The Public Works Director has determined that Columbia Electric, Inc. submitted a non-responsive bid by failing to document an adequate good faith effort to comply with the requirements of the County's Outreach Program for this project, as provided in the project specifications, and the Public Works Director recommends rejection of the bid submitted by Columbia Electric, Inc.

On, July 27, 2023, Columbia Electric, Inc. was notified in writing of the Public Works Director's determination. A copy of the letter is attached to this Board Order. Columbia Electric, Inc. did not appeal the determination.

The Public Works Director has reported that DC Electric documented an adequate good faith effort to comply with the requirements of the County's Outreach Program and exceeded the Mandatory Subcontracting Minimum, and the Public Works Director recommends that the construction contract be awarded to DC Electric.

The Public Works Director has determined that the bid submitted by DC Electric, which is \$156,608.00 less than the next lowest responsive bid, is the lowest responsive and responsible bid and recommends that the construction contract for this project be awarded to DC Electric; and this Board concurs and so finds.

The Board of Supervisors previously determined that the project is exempt from the California Environmental Quality Act (CEQA), Class 15301(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines, and a Notice of Determination was filed with the County Clerk on December 2, 2022.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, and copies will be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

Construction of the project would be delayed, and the project might not be built.

ATTACHMENTS

Columbia Electric



Contra Costa County  
**Public Works  
Department**

Brian M. Balbas, Director  
Deputy Directors  
Stephen Kowalewski, Chief  
Allison Knapp  
Warren Lai  
Carrie Ricci  
Joe Yee

July 27, 2023

**UPS Overnight**-1Z9703141593213778

Fax [510-430-1860]

Columbia Electric, Inc.  
1980 Davis St.,  
San Leandro, CA 94577

**Re: San Pablo Dam Road And Bailey Road Signal Hardware Upgrades**  
**Project No.: 0662-6R4139**  
**State Project No.: HSIPSL 5928(162)**

Our office has reviewed the bid and Good Faith Effort documentation submitted by your firm on the above project. Based upon our review, we have determined that your firm's Good Faith Effort documentation does not comply with the requirements of Contra Costa County's Outreach Program, as specified in Section 2-1.12 of the project specifications. We have identified the following deficiencies by your firm in failing to submit required documentation:

1. Documentation of your attendance at the pre-bid meeting on June 26, 2023 or a copy of a previous attendance sheet from a pre-bid meeting or County Construction Workshop within the last twelve months. (Indicator #2, 0 out of 10 points)
2. Documentation identifying specific work items to be performed by subcontractors. (Indicator #3, 0 out of 13 points)
3. Documentation of an advertisement for sub-bids published at least 10 days before bid opening in a qualified newspaper, publication, or journal. (Indicator #4, 0 out of 9 points)
4. Documentation showing that notices indicating your interest in receiving sub-bids were sent or faxed to subcontractors, suppliers, etc. at least 10 days prior to bid opening and that the notices contained the required information (i.e., County project name; name of the bidder; contact person's name, address, and telephone number; information on the availability of plans and specifications; and the bidder's policy concerning assistance with bonds, lines of credit, and insurance). (Indicator #5, 0 out of 10 points)
5. Documentation of telephone follow-up with any of the firms to which your firm sent notices. (Indicator #6, 0 out of 10 points)

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*"Accredited by the American Public Works Association"*

255 Glacier Drive Martinez, CA 94553-4825  
TEL: (925) 313-2000 • FAX: (925) 313-2333  
[www.cccpublicworks.org](http://www.cccpublicworks.org)



6. Documentation showing that your firm provided information to subcontractors about the plans, specifications, and project requirements. (Indicator #7, 0 out of 5 points)
7. Documentation of requests for assistance in recruiting subcontractors sent to outreach agencies at least 15 days prior to bid opening. (Indicator #8, 0 out of 10 points)
8. Documentation of negotiating in good faith, copies of all bids or quotes received, or a summary sheet organized by work area, listing the bids received, the name of the company that submitted the bid, the dollar amount of the bid and the subcontractor selected for that work area. (Indicator #9, 0 out of 26 points)
9. Documentation of information about the bidder's efforts to assist with bonds, lines of credit, and insurance. (Indicator #10, 0 out of 7 points).

Based upon these deficiencies we have determined that your firm has not documented an adequate Good Faith Effort to comply with the Outreach Program requirements, having achieved 0 points out of 100 points (75 minimum required). Therefore, we plan to recommend that your firm's bid be rejected as non-responsive for failure to comply with the Outreach Program requirements and that the contract be awarded instead to the second lowest bidder, DC Electric Group, Inc., which has fully complied with those requirements, including the 22% Mandatory Subcontracting Minimum (MSM).

Should your firm disagree with our determination, you may appeal it in writing to Monica Nino, County Administrator, c/o County Administrator's Office, 1025 Escobar Street, Martinez, CA 94553, Martinez, CA 94553. Your firm's appeal must be received at that address no later than 5:00 p.m. on August 1, 2023, and must describe in detail all facts and arguments on which your firm relies.

It is anticipated that the contract will be awarded by the Board of Supervisors at its meeting on August 15, 2023, which begins at 9:00 a.m. If you wish, you may appear at the Board meeting to comment on this matter. Any comments to the Board will be limited to the facts and arguments set forth in your firm's appeal.

Sincerely,



Adelina Huerta  
Division Manager  
Design/Construction Division

AH:RS:kr  
G:\design\PROJECTS\San Pablo Dam Rd and Bailey Rd Signal Hardware Upgrades WO4139\CONSTRUCTION\1 - Bid\GFE\Ltr to Columbia Electric (2023-7-27 DFS edits).docx

Cc: M. Nino, County Administrator  
T. Ewell, County Administrator's Office  
D. Schmidt, County Counsel  
L. Strobel, County Administrator's Office  
A. Wilson, Human Resources  
B. Balbas, Public Works Director  
S. Kowalewski, Public Works  
R. Sanders, Public Works  
K. Dahl, Public Works



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

**Subject:** 2023 On-Call Trucking Services Contract(s) for Various Road and Flood Control Maintenance Work, Countywide.

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**RECOMMENDATION(S):**

- (1) APPROVE specifications for the 2023 On-Call Trucking Services Contract(s) for various Road and Flood Control Maintenance Work, Countywide. (County Project No. Various) (All Districts)
- (2) DETERMINE that U.S.A. Trucking, Inc. (“USA Trucking”), the lowest monetary bidder, has complied with the requirements of the project specifications; and FURTHER DETERMINE that USA has submitted the lowest responsive and responsible bid for this project.
- (3) DETERMINE that 4 Brothers Trucking LLC (“4 Brothers”), the second lowest monetary bidder, has complied with the requirements of the project specifications; and FURTHER DETERMINE that 4 Brothers has submitted the second lowest responsive and responsible bid for this project.
- (4) DETERMINE that S.N. Sands Corporation dba S&S Trucking. (“S&S Trucking”), the third lowest monetary bidder, has complied with the requirements of the project specifications; and FURTHER DETERMINE that S&S Trucking has submitted the third lowest responsive and responsible bid for this project.
- (5) DETERMINE that Sekhon & Sons Trucking, Inc. (“Sekhon & Sons”), the fourth lowest monetary bidder, has complied

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APPROVE
  OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Richard Herd, 925.313.7012

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

with the requirements of the project specifications; and FURTHER DETERMINE that Sekhon & Sons has submitted the fourth lowest responsive and responsible bid for this project.

(5) AWARD on-call contracts to the following four contractors in the following priority for Task Orders, as provided in the project specifications:

(A) USA Trucking, in a not to exceed amount (\$600,000) and the unit prices submitted in the bid (\$343.00 Total Unit Price).

(B) 4 Brothers, in a not to exceed amount (\$600,000) and the unit prices submitted in the bid (\$347.00 Total Unit Price).

(C) S&S Trucking, in a not to exceed amount (\$600,000) and the unit prices submitted in the bid (\$352.00 Total Unit Price).

(D) Sekhon & Sons, in a not to exceed amount (\$600,000) and the unit prices submitted in the bid (\$372.00 Total Unit Price).

(6) DIRECT that the Public Works Director, or designee, shall prepare the contracts.

(7) ORDER that, after the contractors have signed the contracts and returned them, together with any required certificates 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 contracts for this Board.

(8) ORDER that, the Public Works Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

(9) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.

(10) DECLARE that, should the award of the contract to USA Trucking, 4 Brothers, S&S Trucking, and Sekhon & Sons be invalidated for any reason, the Board would not in any event have awarded the contracts to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

The contracts, for a maximum amount of \$600,000 each, will be funded by 100% Local Road and Flood Control Funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On July 25, 2023, the Public Works Department received bids from the following contractors:

BIDDER, TOTAL UNIT AMOUNT

U.S.A. Trucking, Inc., \$343.00 Total Unit Price

4 Brothers Trucking LLC, \$347.00 Total Unit Price

S.N. Sands Corporation dba S&S Trucking, \$352.00 Total Unit Price

Sekhon & Sons Trucking, Inc., \$372.00 Total Unit Price

USA Trucking submitted the lowest responsive and responsible bid, which is \$4.00 (Total Unit Price) less than the next lowest bid.

4 Brothers submitted the second lowest responsive and responsible bid.

S&S Trucking submitted the third lowest responsive and responsible bid.

Sekhon & Sons Trucking submitted the fourth lowest responsive and responsible bid.

The Public Works Director has reported that the bids submitted by USA Trucking, 4 Brothers, S&S Trucking, and Sekhon & Sons comply with the requirements of the project specifications, and recommends that contracts be awarded to USA Trucking, 4 Brothers, S&S Trucking, and Sekhon & Sons in that order. The Public Works Director recommends that the bids submitted by USA Trucking, 4 Brothers, S&S Trucking, and Sekhon & Sons are the lowest responsive and responsible bids and this Board so concurs and finds. As provided in the project specifications, the four on-call contracts would be awarded in the following priority for Task Orders: (1) USA Trucking; (2) 4 Brothers, (3) S&S Trucking, and (4) Sekhon & Sons. The contracts will be for a one-year period, with the option of two one-year extensions.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, and copies will be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

The Public Works Department may be unable to complete routine 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: August 15, 2023

**Subject:** Notice of Completion for the Tara Hills Full Trash Capture Project, Tara Hills area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/528 accepting as complete the contracted work performed by W. R. Forde Associates, Inc., for the Tara Hills Full Trash Capture Project, as recommended by the Public Works Director, Tara Hills area. (County Project No. 7517-6W7079) (District I)

**FISCAL IMPACT:**

The Project was funded by 100% Caltrans Storm Water Resources Control Board Grant Funds.

**BACKGROUND:**

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of April 20, 2023.

**CONSEQUENCE OF NEGATIVE ACTION:**

The contractor will not be paid and acceptance notification will not be recorded.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Adelina Huerta, 925.313.2305

By: , Deputy

cc:

ATTACHMENTS

Resolution No.  
2023/528

Recorded at the request of: Clerk of the Board

Return To: Public Works Department, Design/Construction Division

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

Adopted this Resolution on 08/15/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

---

Resolution No. 2023/528

The Board of Supervisors RESOLVES that:

Owner (sole): Contra Costa County, 255 Glacier Drive, Martinez, CA 94553

Nature of Stated Owner: fee and/or easement

Project No.: 7517-6W7079

Project Name: Tara Hills Full Trash Capture Project

Date of Work Completion: April 20, 2023

Description: Contra Costa County on May 24, 2022, contracted with W. R. Forde Associates, Inc., for the work generally consisting of installing prefabricated Trash Treatment Control Devices (TTCD) at three locations in the Tara Hills area. Work included temporary water diversion and dewatering, roadway and structure excavation, temporary shoring, installation of TTCD units, reconstruction of sidewalk and roadway, and replacing roadway striping, all in accordance with the plans, drawings, special provisions and/or specifications prepared by or for the Public Works Director and in accordance with the accepted bid proposal. The project was located in the Tara Hills area, with the Fidelity and Deposit Company of Maryland, as surety, for work to be performed on the grounds of the County; and

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of April 20, 2023.

Identification of real property:

**Tara Hills area:**

Tara Hills Drive

Fees: none

Legal References: none

Comments: none

**Contact:** Adelina Huerta, 925.313.2305

**cc:**

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

**ATTESTED: August 15, 2023**

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

By: , Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

**Subject:** Construction Contract for the Franklin Canyon Road Safety Improvements Project, Martinez area.

---

**RECOMMENDATION(S):**

(1) APPROVE plans, specifications, and design for the Franklin Canyon Road Safety Improvements Project, Martinez area. (County Project No.: 0662-6R4156) (State Project No.: HSIPL 5928(161)) (District V)

(2) DETERMINE that Chrisp Company the lowest monetary bidder, has complied with the requirements of the project specifications, and the Board WAIVES any irregularities in Chrisp Company’s compliance with the requirements of the County’s Outreach Program; and FURTHER DETERMINE that Chrisp Company has submitted the lowest responsive and responsible bid for the project.

(3) AWARD the construction contract for the above project to Chrisp Company in the listed amount (\$ 303,350.00) and the unit prices submitted in the bid, and DIRECT that Chrisp Company shall present two good and sufficient surety bonds, as indicated below, and that the Public Works Director, or designee, shall prepare the contract.

(4) ORDER that, after the contractor has signed the contract and returned it, together with the bonds as noted below and any required certificates of insurance or other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.

(5) ORDER that, in accordance with the project specifications and/or upon signature of the contract by the Public Works Director,

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Adelina Huerta, 925.313.2305

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

or designee, bid bonds posted by the bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(6) ORDER that, the Public Works Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

(7) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code section 20142.

(8) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.

(9) DELEGATE, pursuant to Labor Code Section 6705, to the Public Works Director, or to any registered civil or structural engineer employed by the County, the authority to accept detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection during trench excavation covered by that section.

(10) DECLARE that, should the award of the contract to Chrisp Company 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 all of the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

The Project will be funded by 92% State Highway Safety Improvement Program Funds and 8% Local Road Funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On July 18, 2023, the Public Works Department received bids from the following contractors:

BIDDER, TOTAL AMOUNT, BOND AMOUNTS

Chrisp Company: \$303,350.00; Payment: \$ 303,350.00; Performance: \$ 303,350.00

The bidder listed above, Chrisp Company, submitted the lowest responsive and responsible bid.

The Public Works Director recommends waiving any irregularities in Chrisp Company's compliance with the requirements of the County's Outreach Program, as provided in the project specifications, and the Public Works Director recommends that the construction contract be awarded to Chrisp Company.

The Public Works Director recommends that the bid submitted by Chrisp Company is the lowest responsive and responsible bid, and this Board Concurs and so finds.

The Board of Supervisors previously determined that the project is exempt from the California Environmental Quality Act (CEQA) as a Class 15301(c) Categorical Exemption, and a Notice of Determination was filed with the County Clerk on October 7, 2021.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, and copies will be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

Construction of the project would be delayed, and the project might not be built.

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023



Contra  
Costa  
County

**Subject:** Accepting for recording purposes only an Offer of Dedication for Roadway Purposes for subdivision SD13-09338, Alamo area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/520 accepting for recording purposes only an Offer of Dedication for Roadway Purposes for subdivision SD13-09338, for a project being developed by Ball Capital Management, LLC, as recommended by the Public Works Director, Alamo area. (District II)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Offer of Dedication for Roadway Purposes is required per Condition of Approval No. 86.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Offer of Dedication for Roadway Purposes will not be recorded and compliance with the requisite condition of approval will remain unfulfilled.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

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

By: , Deputy

ATTACHMENTS

Resolution No. 2023/520

Offer of Dedication - Road  
Purposes

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 08/15/2023 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2023/520

IN THE MATTER OF: Accepting for recording purposes only an Offer of Dedication for Roadway Purposes for subdivision SD13-09338, for a project being developed by Ball Capital Management, LLC, as recommended by the Public Works Director, Alamo area. (District II)

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

INSTRUMENT: Offer of Dedication for Roadway Purposes

REFERENCE: APNs 198-262-003 and -004

GRANTOR: Ball Capital Management, LLC

AREA: Alamo

DISTRICT: II

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

ATTESTED: August 15, 2023

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

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Larry Gossett- Engineering Services, Kellen O'Connor - Engineering Services, Anthony DiSilvestre - Engineering Services, Renee Hutchins - Records, Karen Piona- Records, Chris Lau - Maintenance, Randolph Sanders- Design & Construction, Kimberly Rodriguez - Design & Construction, Jennifer Cruz- DCD, Ball Capital Management, LLC, Vince D'Alo, Aliquot Associates, Inc.

**Recorded at the request of:**

Contra Costa County  
Board of Supervisors

**Return to:**

Public Works Department  
Engineering Services Division  
Records Section

**Area:** Alamo  
**Road:** Ironwood Place  
**Co. Road No.:** 4337AN  
**Development No.:** SD13-9338  
**APN:** 198-262-003, 198-262-004

**OFFER OF DEDICATION - ROAD PURPOSES**

DWB Property, LLC, A Nevada Limited Liability Company; SS & JS Properties, LLC, a California Limited Liability Company; Sailbeck, LLC, a California Limited Liability Company; Pegacorn Investments, LLC, a California Limited Liability Company; GNBALLJR Property, LLC, a Nevada Limited Liability Company; Spartan 43, LLC, a California Limited Liability Company; Positively Powerful, LLC, a California Limited Liability Company; NWBF, LLC, a California Limited Liability Company; SBNB Property, LLC, a Nevada Limited Liability Company; SBWB Property, LLC, a Nevada Limited Liability Company; AS Investment Properties, LLC, a California Limited Liability Company; JDS Property, LLC, a Nevada Limited Liability Company, the undersigned, being the present title owners of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to **Contra Costa County**, a political subdivision of the State of California and its successors or assigns, for street, highway landscaping and other public purposes, including maintenance thereof, the fee title to real property situated in the County of Contra Costa, State of California, as described in Exhibit "A" (written description) and as shown on Exhibit "B" (plat map) attached hereto.

It is understood and agreed that **Contra Costa County** 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 **Contra Costa County** and its successors or assigns and will be binding upon the title owner of record and that owner's heirs, successors or assigns.

For more information, see attached resolution that was approved by the BOS for this offer of dedication.

The undersigned executed this instrument on \_\_\_\_\_

**DWB Property, LLC  
SS & JS Properties, LLC  
Sailbeck, LLC  
Pegacorn Investments, LLC  
GNBALLJR Property, LLC  
Positively Powerful, LLC  
NWBF, LLC  
Spartan 43, LLC  
SBNB Property, LLC  
SBWB Property, LLC  
SS & JS Properties, LLC**

**DWB Property, LLC  
SS & JS Properties, LLC  
Sailbeck, LLC  
Pegacorn Investments, LLC  
GNBALLJR Property, LLC  
Positively Powerful, LLC  
NWBF, LLC  
AS Investment Properties, LLC  
JDS Property, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Susan L. Syar, Vice President

By: Gordon N. Ball Date: 5/30/23  
Gordon N. Ball, Vice President

Attachments: Notary  
Exhibit A & B  
Resolution

JD:ladrn  
G:\GrpData\EngSve\FORMS\OF WORD\OF-6.doc  
Rev. May 1, 2003  
Approved by County Counsel - 4/29/03

## ACKNOWLEDGMENT

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

State of California

County of Contra Costa

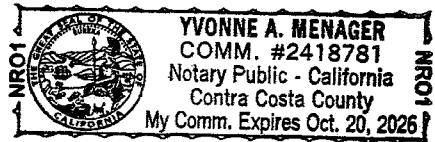
On May 30, 2023 before me, Yvonne A. Menager, Notary Public  
(insert name and title of the officer)

personally appeared Gordon N. Ball,  
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 Yvonne A. Menager (Seal)





The undersigned executed this instrument on \_\_\_\_\_

DWB Property, LLC  
SS & JS Properties, LLC  
Sailbeck, LLC  
Pegacorn Investments, LLC  
GNBALLJR Property, LLC  
Positively Powerful, LLC  
NWBF, LLC  
Spartan 43, LLC  
SBNB Property, LLC  
SBWB Property, LLC  
SS & JS Properties, LLC

DWB Property, LLC  
SS & JS Properties, LLC  
Sailbeck, LLC  
Pegacorn Investments, LLC  
GNBALLJR Property, LLC  
Positively Powerful, LLC  
NWBF, LLC  
AS Investment Properties, LLC  
JDS Property, LLC

By: Susan L. Syar Date: 5/30/23  
Susan L. Syar, Vice President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gordon N. Ball, Vice President

Attachments: Notary  
Exhibit A & B  
Resolution

**CALIFORNIA 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 NAPA

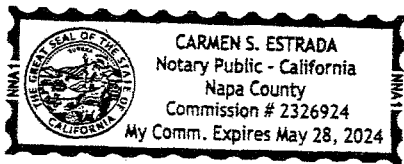
On MAY 30, 2023 before me, CARMEN ESTRADA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared Susan L. Syar  
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.



Place Notary Seal and/or Stamp Above

Signature Carmen Estrada  
Signature of Notary Public

**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: Exhibit A & B

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: No other signers

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

**EXHIBIT 'A'**  
**Legal Description**  
**Offer of Dedication for Roadway Purposes**

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

BEING PORTIONS OF LOT 16 AND LOT 17 AS SAID LOTS ARE SHOWN ON THAT CERTAIN MAP TITLED "SUBDIVISION 2951" FILED JULY 18, 1962, IN BOOK 88 OF MAPS, AT PAGE 15, OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1:**

**COMMENCING** AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 16, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF IRONWOOD PLACE (60.00 FEET WIDE) AS SHOWN ON SAID MAP; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 16, SOUTH 85°24'58" WEST, 35.00 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID NORTHERLY LINE AND CROSSING THROUGH SAID LOT 16 THE FOLLOWING TWO (2) COURSES:

- 1) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 44°06'03", AND AN ARC LENGTH OF 34.64 FEET TO A POINT OF REVERSE CURVATURE, AND
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 58°46'59" AND AN ARC LENGTH OF 46.17 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 16;

THENCE ALONG SAID WESTERLY LINE OF LOT 16, NORTH 06°06'03" EAST, 32.41 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID LOT 16, SAME POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF IRONWOOD PLACE (60.00 FEET WIDE);

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 16, AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH POINT THE CENTER BEARS NORTH 10°31'31" EAST, HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 15°06'30" AND AN ARC LENGTH OF 60.65 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID LOT 16, NORTH 85°24'58" EAST, 8.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,188 SQUARE FEET, MORE OR LESS.

**PARCEL 2:**

**BEGINNING** AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 17, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF IRONWOOD PLACE (60.00 FEET WIDE) AS SHOWN ON SAID MAP; THENCE ALONG THE EASTERLY LINE OF SAID LOT 17, SOUTH 06°06'03" WEST, 32.41 FEET; THENCE LEAVING SAID EASTERLY LINE AND CROSSING THROUGH SAID LOT 17 THE FOLLOWING TWO (2) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH POINT THE CENTER BEARS, NORTH 10°06'10" EAST, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 58°36'28", AND AN ARC LENGTH OF 46.03 FEET TO A POINT OF REVERSE CURVATURE, AND
- 2) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 42°30'13" AND AN ARC LENGTH OF 33.38 FEET TO A POINT OF CUSP ON THE NORTHERLY LINE OF SAID LOT 17, SAME POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF IRONWOOD PLACE (60.00 FEET WIDE);

**EXHIBIT 'A'**  
**Legal Description**  
**Offer of Dedication for Roadway Purposes**

THENCE ALONG SAID NORTHERLY LINE OF SAID LOT 17, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH POINT THE CENTER BEARS NORTH 26°12'11" EAST, HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 15°40'38" AND AN ARC LENGTH OF 62.93 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,109 SQUARE FEET, MORE OR LESS.

AFFECTING PORTIONS OF APN: 198-262-003 AND APN 198-262-004.

ATTACHED HERETO A PLAT ENTITLED EXHIBIT 'B' FOR REFERENCE ONLY.

END OF DESCRIPTION

PREPARED BY:



VINCENT J. D'ALO  
LS 4210



MARCH 3, 2023  
DATE

**EXHIBIT 'B'**

P.O.C.

PARCEL 1—OFFER OF DEDICATION

**IRONWOOD PLACE**  
(60' WIDE RIGHT-OF-WAY)

P.O.B. PARCEL 2 OFFER OF DEDICATION

P.O.B.

PARCEL 1 OFFER OF DEDICATION

PARCEL 1 OFFER OF DEDICATION  
AREA = 1,188± SQ.FT.

PARCEL 2 OFFER OF DEDICATION  
AREA = 1,109± SQ.FT.

DWB PROPERTY, LLC  
ET AL  
(2018-204934)  
APN: 198-262-004

DWB PROPERTY, LLC  
ET AL  
(2018-204933)  
APN: 198-262-003

LOT 17  
(88 M 15)

LOT 16  
(88 M 15)

DWB PROPERTY, LLC  
ET AL  
APN: 198-262-002

LOT 15  
(88 M 15)

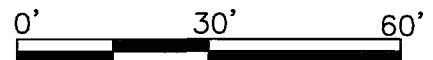
**LINE TABLE**

LINE #	DIRECTION	LENGTH
L1	S85°24'58"W	35.00'
L2	N85°24'58"E	8.07'

**LEGEND**

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- LOT LINE
- EASEMENT LINE
- ADJACENT PROPERTY

DWB PROPERTY, LLC  
ET AL  
(2018-204931)  
APN: 198-170-008



Scale: 1"=30'  
**CALIFORNIA**

**UNINCORPORATED AREA OF CONTRA COSTA COUNTY**



Civil Engineers  
Traffic Engineers  
Surveyors

Aliquot Associates, Inc.  
1390 S. Main St. - Ste. 310  
Walnut Creek, CA 94596  
Telephone: (925) 476-2300  
Fax: (925) 476-2350

Subject OFFER OF DEDICATION ROAD PURPOSES  
Job No. 201032 Scale 1" = 30'  
By NJ/MM Date 2/27/2023 Chkd. VJD  
SHEET 1 OF 1



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

**Subject:** Approving the first extension of the Subdivision Agreement for minor subdivision MS18-00007, Alamo area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/521 approving the first extension of the Subdivision Agreement for minor subdivision MS18-00007, for a project being developed by The Sherwood Family Revocable Trust, as recommended by the Public Works Director, Alamo area. (District II)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The termination date of the Subdivision Agreement needs to be extended. The developer has not completed the required improvements and has requested more time. (Approximately 80% of the work has been completed to date.) By granting an extension, the County will give the developer more time to complete his improvements and keeps the bond current.

**CONSEQUENCE OF NEGATIVE ACTION:**

The termination date of the Subdivision Agreement will not be extended and the developer will be in default of the agreement,

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

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

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION: (CONT'D)

requiring the County to take legal action against the developer and surety to get the improvements installed, or revert the development to acreage.

ATTACHMENTS

Resolution No. 2023/521

Subdivision Agreement Extension

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

Adopted this Resolution on 08/15/2023 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2023/521**

IN THE MATTER OF: Approving the first extension of the Subdivision Agreement for minor subdivision MS18-00007, for a project being developed by The Sherwood Family Revocable Trust, as recommended by the Public Works Director, Alamo area. (District II)

WHEREAS the Public Works Director, having recommended that he be authorized to execute the first agreement extension which extends the subdivision agreement between The Sherwood Family Revocable Trust and the County for construction of certain improvements in minor subdivision MS18-00007, Alamo area, through June 23, 2024.

APPROXIMATE PERCENTAGE OF WORK COMPLETE: 80%

ANTICIPATED DATE OF COMPLETION: June 23, 2025

BOND NO.: DP809198 Date: June 4, 2020

REASON FOR EXTENSION: The home was not built because the rise in construction cost.

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

**ATTESTED: August 15, 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, Marke Smith - Engineering Services, Ruben Hernandez - DCD, The Sherwood Family Revocable Trust, T-03/23/2024



**CONTRA COSTA COUNTY**  
**SUBDIVISION AGREEMENT EXTENSION**

**Development Number:** MS18-00007  
**Developer:** The Sherwood Family Revocable Trust  
**Original Agreement Date:** June 23, 2020  
**Extension New Termination Date:** June 23, 2024

**Improvement Security**

**SURETY:** The Sherwood Family Revocable Trust

**BOND No.** DP809198

**Date:** June 4, 2020

**Security Type**

**Security Amount**

**Cash:**

**\$ 1,000.00 (1% cash, \$1,000 Min.)**

**SURETY BOND:**

**\$ 16,600.00 (Performance)**

**\$ 8,300.00 (Labor & Material)**

The Developer and the Surety desire this Agreement to be extended through the above date; and Contra Costa County and said Surety hereby agree thereto and acknowledge same.

Dated: \_\_\_\_\_

Dated: 07/20/23

FOR CONTRA COSTA COUNTY  
Brian M. Balbas, Public Works Director

Developer's Signature(s)

Scott Sherwood Trustee

Printed

Developer's Signature(s)

Lisa Sherwood Trustee

Printed

162 East Lane Alamo, CA 94501

Address

The Sherwood Family Revocable Trust

Surety or Financial Institution

162 East Lan Alamo, CA 94501

Address

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
(Engineering Services Division)

Attorney in Facts Signature

**(NOTE: Developer's, Surety's and Financial Institution's Signatures must be Notarized.)**

FORM APPROVED: Victor J. Westman, County Counsel

After Approval Return to Clerk of the Board

Printed

**CALIFORNIA 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 Contra Costa }  
On July 20, 2023 before me, Aria Giselle Aurelio-Perata, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Scott Sherwood, Trustee  
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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]  
Signature of Notary Public

**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: \_\_\_\_\_

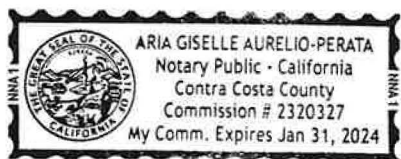
**CALIFORNIA ACKNOWLEDGMENT**

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State of California }  
County of contra costa }  
On July 20, 2023 before me, Aria Giselle Aurelio-Perata, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Lisa Sherwood, Trustee  
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.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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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: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

**Subject:** Approve a Contract with Arini Geographics LLC for Geographic Information Systems (GIS) Support Services.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract with Arini Geographics LLC, in an amount not to exceed \$350,000, for the period of August 15, 2023 through August 14, 2026, for Geographic Information Systems (GIS) Support Services necessary to comply with federal and state stormwater rules contained in National Pollutant Discharge Elimination System Permits issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards, Countywide. (100% Cities and County Stormwater Utility Fee Assessments) Project No. 7519-6X7665.

**FISCAL IMPACT:**

The cost is estimated to be \$350,000; and shall be funded by stormwater utility fee assessments collected by the Cities/Towns and County, proportional to their respective populations.

**BACKGROUND:**

The Contra Costa Clean Water Program (the “CCCWP”) consists of Contra Costa County, its 19 incorporated cities/towns, and the Contra Costa County Flood Control and Water Conservation District (referred to collectively as “Permittees”). The CCCWP was established in 1991 through a Program Agreement in response to the 1987 amendments to the federal Clean Water Act (“CWA”), which established a framework for regulating municipal stormwater discharges under the National Pollutant Discharge Elimination System (“NPDES”) Permit Program. The U. S. Environmental Protection Agency published final rules implementing the 1987 CWA amendments in November 1990. The rules mandate that Permittees obtain and implement stormwater permits designed to reduce and eliminate the discharge of pollutants into and from Municipal Separate Storm Sewer Systems they own and operate. Through the CCCWP, Permittees conduct many of the mandated activities collectively (referred to as “Group Activities”), such as water quality monitoring, special studies, public education and outreach. The roles and responsibilities of the CCCWP and Permittees are outlined in the Program Agreement, which was last updated and adopted by all Permittees in June 2010.

The CCCWP Permittees are requesting to retain Arini Geographics LLC to assist CCCWP with GIS administration, system design and modification, technical assistance and training quality assurance and control to meet compliance with the NPDES Permit.

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Duanne Hernaez, (925) 313-2360

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract with Arini Geographics LLC is not approved, the CCCWP would not be able to fulfill the permit mandates, and municipalities could be found in non-compliance with the NPDES permits issued by the Water Boards. Fines totaling \$10,000 per day and \$10 per gallon of stormwater discharge could potentially be imposed.



Contra  
Costa  
County

To: Board of Supervisors  
From: Greg Baer, Director of Airports  
Date: August 15, 2023

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

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Xanadu, LLC., for a north-facing hangar at Buchanan Field Airport effective August 20, 2023, in the monthly amount of \$380.00, Pacheco area (District IV).

**FISCAL IMPACT:**

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

**BACKGROUND:**

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

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

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  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: August 15, 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 CCR D9 pg 4-5

## CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

### T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** August 20, 2023, (“**Effective Date**”), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**Airport**”), Xanadu, 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 # D-9 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site (“**T-Hangar Site**”) and shall hereinafter be described as the “**T-Hangar.**”  
  
Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.
  
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter’s Aircraft. In addition to the storage of Renter’s Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter’s Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly



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

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

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

6. **TERM:** This Rental Agreement shall be from month to month commencing **August 20, 2023**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

Subject: 7th Quadrennial Contra Costa Watershed Symposium. Project No. 7505-6F8153

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District (FC District), or designee, to host the 7th Quadrennial Contra Costa County Creek and Watershed Symposium (Symposium), to be held at the Pleasant Hill Community Center on October 26, 2023, to promote watershed stewardship with various community groups and other members of the community.

**FISCAL IMPACT:**

The Symposium is estimated to cost \$95,000. Seventy thousand (\$70,000) of the total will be funded by a combination of grant funds, sponsorships, ticket sales, and funds from the Contra Costa Resource Conservation District. The balance of \$25,000 will be funded by the Contra Costa Flood Control District (250500).

**BACKGROUND:**

The Symposium is an event that provides an opportunity for interested individuals representing a wide variety of organizations and perspectives to assemble and learn about timely and significant issues regarding the health of creeks and watersheds. The day-long Symposium will be held at Pleasant Hill Community Center on Thursday, October 26, 2023, from 9:30 a.m. to 5:30

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Michelle Cordis, 925-313-2381

By: , Deputy

cc:

BACKGROUND: (CONT'D)

p.m. The theme for the 2023 Symposium is Intergenerational Watershed Stewardship to promote connections between watershed advocates and emerging watershed stewards. The FC District anticipates 300 individuals to participate in the Symposium and breakfast, lunch and an evening reception will be included.

The Symposium is being organized through the Contra Costa Watershed Forum (CCWF). The CCWF is an open committee of some fifty organizations, including state and local agencies, local nonprofit environmental and education organizations, community volunteer groups, and private citizens. The work of CCWF participants is premised on the notion that actions in a watershed are interrelated and, therefore, broad participation and cooperation is needed to effect change. Members of the CCWF work together to find common approaches to making our water resources healthy, functional, attractive and safe community assets. The FC District has contracted with the Contra Costa Resource Conservation District (CCRCD) to organize the CCWF after years of this work being done by the Department of Conservation and Development.

The 2023 event is proposed to have tickets at approximately \$45 per person (early bird tickets are \$40 and student tickets are \$15).

The Symposium occurs every four years and is a very highly regarded and much anticipated event. Staff recommends the Board authorize the planning work needed to organize and host this very special and popular event.

Pursuant to Administrative Bulletin No. 114 (County and Non-County Sponsored Events and Activities), the County Administrator's Office has reviewed and approved the FC District's request to host the 2023 Contra Costa County Creek and Watershed Symposium and recommends approval of this action by the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

The FC District will not have the authorization to host the Watershed Symposium and will miss the valuable opportunity to bring attention to the County's watershed needs and value.



Contra  
Costa  
County

To: Wiedemann Ranch GHAD Board of Directors  
From: Patricia E. Curtin, GHAD Attorney and General Manager  
Date: August 15, 2023

Subject: Wiedemann Ranch Geologic Hazard Abatement District

---

**RECOMMENDATION(S):**

ADOPT Resolution 2023/05 approving the revised Plan of Control dated July 17, 2023 for the Magee Preserve Development in the Wiedemann Ranch Geologic Hazard Abatement District (GHAD).

**FISCAL IMPACT:**

The GHAD is proposed to be funded 100% through assessments levied on properties within the GHAD.

**BACKGROUND:**

On September 1, 1998, the Contra Costa County Board of Supervisors adopted Resolution No. 98/438 approving the formation of the Wiedemann Ranch Geologic Hazard Abatement District (GHAD) and appointed itself to serve as the GHAD Board of Directors. On June 22, 2021, the GHAD Board was presented with the initial Magee Preserve Development Plan of Control (dated June 10, 2021) which described potential geologic hazards within the territory to be annexed and addressed the prevention, mitigation, abatement and control of such hazards.

Several properties have already been annexed into the GHAD. On July 13, 2021, the GHAD Board of Directors adopted resolution 2021/03 approving annexation of Magee Preserve

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Haley Ralston (909) 373-5457

By: , Deputy

cc:

BACKGROUND: (CONT'D)

development (Subdivision 9309) in the Town of Danville into the GHAD and adopted the initial Plan of Control.

At its meeting on August 8, 2023, the GHAD Board was scheduled to consider and adopt the Revised Plan of Control but portions of the Revised Plan of Control were inadvertently left off the Board agenda. Please refer to the staff report to the August 8, 2023 GHAD Board meeting on this subject for more detail on the background of the Magee Preserve development annexation and changes to the Revised Plan of Control.

The Revised Plan of Control is now before the Board for adoption.

CONSEQUENCE OF NEGATIVE ACTION:

The Magee Preserve Development will be governed by the original Plan of Control which does not include changes in ownership and maintenance responsibilities as discussed at the August 8 Board meeting.

ATTACHMENTS

Weidemann Ranch GHAD Resolution No. 2023/05

Plan of Control Magee Preserve

**THE BOARD OF DIRECTORS OF WIEDEMANN RANCH  
GEOLOGIC HAZARD ABATEMENT DISTRICT**

Adopted this Resolution on August 15, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RESOLUTION NO. 2023/05 (WIEDEMANN RANCH GHAD)**

---

**SUBJECT:** ADOPT Resolution 2023/05 approving the revised Plan of Control dated July 17, 2023 for the Magee Preserve Development in the Wiedemann Ranch Geologic Hazard Abatement District (GHAD).

**WHEREAS**, on September 1, 1998, the Contra Costa County Board of Supervisors adopted Resolution 98/438 approving the formation of the Wiedemann Ranch (GHAD) and appointed itself to serve as the GHAD Board of Directors.

**WHEREAS**, on June 22, 2021, the GHAD Board was presented with the initial Magee Preserve Development Plan of Control (dated June 10, 2021) which described potential geologic hazards within the territory to be annexed and addressed the prevention, mitigation, abatement and control of such hazards.

**WHEREAS**, on July 13, 2021, the GHAD Board adopted Resolution 2021/03 approving the annexation of the Magee Preserve development into the GHAD and adopted the initial Plan of Control for the Magee Preserve development dated June 10, 2021.

**WHEREAS**, since the adoption of the initial Plan of Control, the proposed long-term open space land ownership and responsibilities for the GHAD within the Magee Preserve development has changed.

**WHEREAS**, GHAD Law (starting with Section 26500 of Division 17 of California Public Resource Code) allows GHADs to own land.

**WHEREAS**, the Revised Plan of Control for the Magee Preserve development dated July 17, 2023, **Attachment 1**, addresses the change in ownership and responsibilities for the open space parcels from East Bay Regional Park District to the GHAD.

**WHEREAS**, the Revised Plan of Control for the Magee Preserve development dated July 17, 2023 describes additional GHAD responsibilities as the proposed landowner of the open space parcels, which include additional vegetation management services, property fence maintenance, and various typical landowner duties.

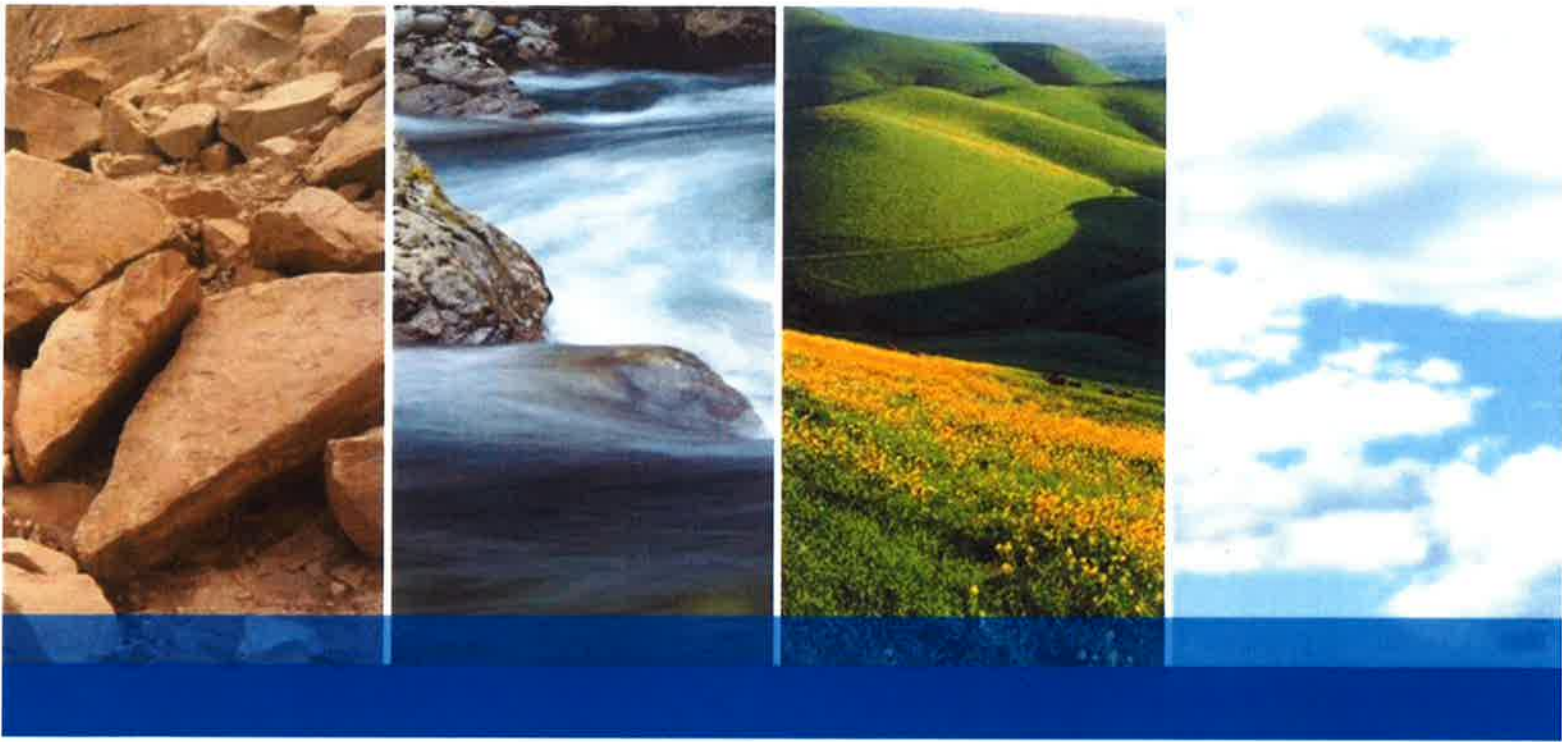
WHEREAS, on August 8, 2023 at its GHAD Board meeting, the Board discussed the revised Plan of Control and on August 15, 2023 at its GHAD Board meeting, the Board adopted the revised Plan of Control.

**The Board of Directors of the GHAD HEREBY RESOLVES THAT:**

1. This Resolution No. 2023/05 is made pursuant to the provisions of Division 17 of the Public Resources Code with particular references to Chapter 1 (commencing with Section 26500), Article 3 (commencing with Section 26550) and Article 4 (commencing with Section 26561).
2. The GHAD Board has been presented with and reviewed the revised Magee Preserve development Plan of Control dated July 17, 2023.
3. The GHAD Board hereby approves and adopts the revised Magee Preserve development Plan of Control dated July 17, 2023.
4. These proceedings are exempt from the provisions of the California Environmental Quality Act (Pub. Res. Code §§ 21000 et seq.) in accordance with Public Resources Code section 21080(b)(4).
7. The recitals are incorporated herein by this reference.

This Resolution shall become effective immediately upon its passage and adoption.

**Attachment 1** – Magee Preserve Revised Plan of Control dated July 17, 2023



**WIEDEMANN RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT  
(GHAD)**

**PLAN OF CONTROL  
FOR MAGEE PRESERVE, SUBDIVISION 9291  
DANVILLE, CALIFORNIA**

**SUBMITTED TO**  
Steve Abbs  
Davidon Homes  
1600 South Main Street  
Suite 150  
Walnut Creek, CA 94596

**PREPARED BY**  
ENGEO Incorporated

June 10, 2021  
Revised July 17, 2023

**PROJECT NO.**  
8889.200.000

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**ENGEO**  
*Expect Excellence*

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### SELECTED REFERENCES

**APPENDIX A:** FIGURES

**APPENDIX B:** EXHIBIT A – Legal Description Geologic Hazard Abatement District, Magee Preserve - Subdivision 9291

EXHIBIT B – Plat to Accompany Legal Description

**APPENDIX C:** Declaration of Disclosures, Right of Entry and Restrictive Covenants Regarding Wiedemann Geologic Hazard Abatement District

**APPENDIX D:** Conditions of Approval (COA) Numbers B.7, E.4, E.12, and I.5 in Town of Danville Resolution 46-2019

**APPENDIX E:** Sample Transfer Application Form

**APPENDIX F:** Stormwater Facilities Operation and Maintenance Plan for Magee Preserve, Subdivision 9291

## 1.0 AUTHORITY AND SCOPE

In Town of Danville Resolution No. 46-2019 under Condition of Approval I.5 for the Magee Preserve development, Subdivision 9291 ("Project"), the Town of Danville has required that the Project establish a Geologic Hazard Abatement District (GHAD) or be annexed into an existing GHAD prior to recordation of the final map, or issuance of a grading permit, or issuance of a building permit for the Project. To satisfy this requirement, the current owner of the Project has petitioned the Wiedemann Ranch GHAD Board of Directors for annexation into the existing Wiedemann Ranch GHAD ("GHAD").

State law allows GHADs to be formed to undertake emergency actions necessary or incidental to the prevention, mitigation, abatement, or control of a geologic hazard (*Public Resources Code § 26500, "GHAD Law"*). GHAD Law gives local agencies the authority to form districts that can speedily address "an actual or threatened landslide, land subsidence, soil erosion, earthquake, or any other natural or unnatural movement of land or earth." (*Public Resources Code § 26507*). Consistent with GHAD Law, on September 1, 1998, the Contra Costa County Board of Supervisors adopted Resolution No. 98/438 approving and forming the Wiedemann Ranch GHAD and thereby putting into place a mechanism to respond to emergencies in preventing and/or responding to geologic hazards. The Contra Costa County Board of Supervisors serve as the Board of Directors of the Wiedemann Ranch GHAD.

GHAD "improvements" (as defined in GHAD Law) and all GHAD activities undertaken in furtherance of, or in connection therewith, are deemed to be specific actions necessary to prevent or mitigate an emergency within Public Resources Code Section 21080(b)(4) (see Pub. Res. Code Sections 26601 and 26505). Consistent therewith, all GHAD Activities (as defined in Section 7 below) are exempt from review under the California Environmental Quality Act. In addition, as a creature of state law necessary to prevent geologic hazard emergencies, GHADs are not subject to local permitting requirements.

Since the GHAD was formed in 1998 to include the Norris Canyon Estates development, formerly known as the Wiedemann Ranch property, in Contra Costa County, three separate developments have been annexed into the GHAD. Henry Ranch in San Ramon was annexed in April 2000, Elworthy Ranch in Danville was annexed in July 2014, and Red Hawk in Danville was annexed in March 2016. All four of these developments have their own Plans of Control.

Section 26509 of the Public Resources Code requires a Plan of Control, prepared by a State-Certified Engineering Geologist, as a prerequisite to formation of a GHAD or annexation into an existing GHAD. Pursuant to Section 26509, this Plan of Control was prepared by an Engineering Geologist certified pursuant to Section 7822 of the Business and Professions Code and describes, in detail, the geologic hazards, their location, and the area affected by them. It also provides a plan for the prevention, mitigation, abatement, or control thereof. This Plan of Control covers the Project only.

As used in this Plan of Control, and as provided in Section 26507, "geologic hazard" means an actual or threatened landslide, land subsidence, soil erosion, earthquake, fault movement, or any other natural or unnatural movement of land or earth.

## 1.1 PROPERTY IDENTIFICATION

The land within the proposed GHAD annexation boundary ("GHAD Annexation Area") is shown on the GHAD Boundary Plat (Appendix B, Exhibit B). The GHAD Annexation Area includes all areas within the Project. The legal description of the GHAD Annexation Area is included in Appendix B, Exhibit A. Assessor's Parcel Numbers ("APN") within the GHAD Annexation Area as shown on the Vesting Tentative Map, Subdivision 9291 and approved by the Town of Danville ("VTM") include 202-050-071-2, 202-050-073-8, 202-050-074-6, 202-050-078-7, 202-050-079-5, 202-050-080-3, 202-100-017-5, 202-100-019-1, 202-100-038-1, 202-100-040-7, and 215-040-002-2.

## 2.0 BACKGROUND

### 2.1 MAGEE PRESERVE PROJECT

The Project includes 69 single-family residential units. Additional improvements and parcels include public streets, open-space parcels, proposed GHAD-owned parcels, landscape parcels, bioretention areas, detention/water quality basins, public trail and bike path, and storm drain system. The GHAD Annexation Area is approximately 410 acres with proposed improvements totaling approximately 22 acres and 363 acres dedicated to open space. Site access to the Project will be via Blackhawk Road along the northeastern portion of the Project. As described in this Plan of Control, the GHAD has responsibilities throughout the entire GHAD Annexation Area and has additional responsibilities within the GHAD-owned Parcels as described in Section 2.2.

### 2.2 GHAD-MAINTAINED IMPROVEMENTS AND OPEN SPACE

Conditions of Approval ("COA") Numbers B.7, E.4, E.12, and I.5 in Town of Danville Resolution 46-2019 approving the Project address parcel ownership and GHAD maintenance responsibilities. Although the COAs for the Project approved by the Town of Danville are requirements for the developer and not the GHAD, we have included the COAs in Exhibit D to provide background for the GHAD responsibilities listed in Section 10.0 Ownership and Management.

Title for selected parcels within the GHAD Annexation Area (collectively, the "GHAD-owned Parcels") (identified in Figure 1) are proposed to be conveyed to the GHAD as provided in Sections 6.3 and 6.4 below. As the open space within and immediately adjacent to the Project is an amenity that benefits all of the property owners within the Project, the GHAD funding of the maintenance of the open space will be shared by all current and future owners of residential parcels within the GHAD Annexation Area. The majority of the GHAD-owned open space will be subject to two conservation easements held by East Bay Regional Parks District ("EBRPD") and John Muir Land Trust ("JMLT"), as shown in Figure 1. The GHAD is not responsible for any costs, maintenance, implementation, and/or enforcement resulting from these easements. The proposed GHAD-owned parcels are approximately 368 acres in area.

Within the GHAD-owned Parcels, the GHAD will assume responsibilities that relate to its position as a GHAD and duties as a responsible landowner. The GHAD is charged with responsibilities that relate to the prevention, mitigation, abatement, or control of geologic hazards, which include the maintenance of drainage facilities and associated improvements. This will include the monitoring and maintenance of drainage facilities that, if subject to improper care, could result in decreased slope stability, a primary concern of the GHAD. The drainage facilities include concrete-lined drainage ditches and open-space storm drain facilities.

The GHAD will mitigate or abate landslide or erosion hazards that could directly affect improved, developed, and accepted properties (as defined in Section 6) within the GHAD Annexation Area in accordance with Section 5. The GHAD will also perform maintenance of water control and conveyance facilities and assume other peripherally related open-space responsibilities, such as vegetation management for fire suppression and selected other maintenance activities associated with the GHAD-owned parcels. Additionally, the GHAD shall have the right to approve any construction, maintenance, or repair in the GHAD-owned Parcels that the GHAD determines has the potential to impact geologic stability.

## 3.0 SITE GEOLOGY

### 3.1 GEOLOGIC SETTING

As described in the geotechnical exploration report completed by ENGEO dated November 26, 2013 (Reference 1) and updated geotechnical exploration report dated July 31, 2017 (Reference 2), the Project is located within the Mount Diablo fold-and-thrust belt on the southern flank of the Mount Diablo uplift. Bedrock formations in the area south of Mount Diablo and north of the Livermore Valley have been folded and cut by thrust faults that typically dip to the north into the uplift, according to geologic mapping by Dibblee (1995), Crane (1995) and Graymer et al. (1996).

#### 3.1.1 Artificial Fill

Relatively minor deposits of fill associated with Site Improvements are present in the project area. It is unlikely that these fill deposits (Qal) were rigorously compacted. The most extensive existing fill deposit is located at the equestrian area, near Lots 13-14 and 16-17.

#### 3.1.2 Surficial Soil and Colluvium

As described in the referenced geotechnical exploration report, the surface soil typically mantling the site is dark grayish brown clay with plasticity indexes ranging from 30 to 58 indicating that the soil is highly to critically expansive. The surface soil accumulating as thicker materials in swales and hollows by downslope is identified on the geologic map as colluvium (Qc).

#### 3.1.3 Alluvium

The floors of the larger valleys on the Project are underlain by alluvium that consists of stiff to very stiff interbedded silty to sandy clay with relatively thin lenses of silty sand and sandy silt. The alluvium is slightly incised along the eastern portion of the creek channel to deeply incised along the central and western portions of the Project.

#### 3.1.4 Landslide Deposits

Figure 2 depicts landslides identified by geologic mapping and subsurface exploration at the Magee Preserve property. Landslides within the proposed development are categorized as relatively shallow surficial earthflows and deeper-seated earthflows and rotational slumps. Earthflows within the proposed development typically occur within deposits of colluvium that have accumulated in swale areas. Deep-seated rotational slumps commonly incorporate portions of bedrock within the site. Exploration borings completed by ENGEO in 2010 and 2013 indicate landslide slip planes at depths ranging from 25 to 80 feet below the ground surface within landslide debris consisting of bedrock or chaotic soil-bedrock mixtures.



## 3.2 BEDROCK

The bedrock underlying the proposed development at Magee Preserve is the Tassajara-Green Valley Formation.

### 3.2.1 Tassajara-Green Valley Formation Bedrock

The Tassajara-Green Valley Formation, also referred to as the Orinda Formation, bedrock is composed of Pliocene non-marine sedimentary rock. The bedrock typically consists of weakly indurated sandstone, siltstone, and claystone with thin beds of pebble conglomerate. The bedrock layers generally strike west-northwest and dip steeply south with occasional overturned beds dipping steeply north. The dipping beds on the site form the northern limb of a syncline, with the syncline axis located along the southern portion of the site. Through the northeastern portion of the site, there is Sherburne Tuff, a volcanic ash deposit within the Green Valley Formation.

## 3.3 GROUNDWATER

As identified in the referenced geotechnical exploration report, groundwater was encountered as shallow as 5 feet below the existing ground surface adjacent to the Green Valley Creek to greater than 40 feet in upstream valleys. Zones of water seepage were encountered at depths ranging from 17 to 58 feet below ground surface within landslides. Groundwater was not encountered in test pits excavated in upland slope areas. It should be expected that groundwater elevations will vary seasonally.

## 3.4 SEISMIC SOURCES

The geotechnical exploration report referenced geologic studies that suggest there is an active "blind" thrust fault within the core of the Mount Diablo uplift, extending below the east Danville-Diablo area (a "blind" thrust fault does not extend to the surface). Movement on the blind thrust fault system has been responsible for the uplift of Mount Diablo and the folding of the rocks in the site vicinity. Surface effects of the deeply buried blind thrust fault system have typically been distributed flexural movements associated with the growth of fold. They did not identify any active surface faults in the site vicinity.

Figure 3 of the referenced geotechnical exploration report shows the approximate location of active and potentially active faults and significant historic earthquakes mapped within the San Francisco Bay Region. The Mount Diablo blind thrust fault is thought to exist at depths of approximately 5 to 7 kilometers below the proposed development. There is no known historical seismicity that can be directly associated with the postulated blind thrust fault, but there is an estimated maximum moment magnitude ( $M_w$ ) of 6.25 to 6.75. The location of a possible earthquake on a buried blind thrust cannot easily be predicted but could presumably occur relatively close to the proposed project. The active Calaveras and Greenville faults are located approximately 2.7 miles southwest and 6.3 miles northeast of the site, respectively.

The Uniform California Earthquake Forecast (UCERF, 2007) evaluated the 30-year probability of a  $M_{6.7}$  or greater earthquake occurring on the known active fault systems in the Bay Area, including the Mount Diablo thrust fault. UCERF calculated an overall probability of 63 percent for the Bay Area as a whole, and a probability of 1 for the Mount Diablo thrust fault. Seismic ground motions used to project design are based on UCERF; the design ground motions are controlled by the nearby Mount Diablo thrust fault.

## 4.0 GEOLOGIC HAZARDS

The following geologic hazards were identified for the Project in the referenced geotechnical exploration and are expected to remain to some extent after site grading has been completed.

- Slope instability
- Fault rupture and creep
- Seismically induced ground shaking
- Expansive near-surface soil
- Existing uncompacted fill
- Shallow groundwater
- Creek bank stability

### 4.1 SLOPE INSTABILITY

Earth stability is the GHAD's primary geotechnical concern within the GHAD Annexation Area. This is not unique to this Project, but is of importance for hillside projects in the San Francisco Bay Area. This section describes several types of slope instability that are within the GHAD's responsibility, subject to the provisions of Sections 6 and 7.

In the referenced geotechnical exploration, several landslides are mapped throughout the proposed development area. As recommended in the geotechnical exploration report, landslide material will be removed and replaced with subdrained engineered fill as part of the developer-funded corrective grading work. Table 4.1-1 below describes the planned mitigation for the landslide removal areas noted on the corrective grading plan (Figure 2). Landslides that do not threaten or have the potential to affect Site Improvements will be avoided.

**TABLE 4.1-1: Removal Areas**

REMOVAL AREA	TYPE
R-1	Partial landslide removal and buttressing with subdrained engineered fill
R-2	Partial landslide removal and buttressing with subdrained engineered fill in addition to construction of catchment areas between landslides and proposed improvements
R-3	Landslide removal and replacement with engineered fill.
R-4	Landslide removal and replacement with engineered fill
R-5	Cut slope Buttress
R-6	Partial landslide removal and buttressing with subdrained engineered fill
R-7	Removal and Replacement of Undocumented Fill
R-8	Removal and Replacement of Undocumented Fill
R-9	Landslide removal and buttressing with subdrained engineered fill

Landslides are a common geologic phenomenon and are part of the process of mass wasting. Weathered or fractured bedrock and soil are transported downslope over geologic time as a result of gravitational and hydrostatic forces. A landslide is a deposit of soil and/or bedrock moving downward from its original position under the influence of gravity. Landslides include a variety of morphologies and are further defined by type of materials, wetness, and mode of movement. They can consist of mass movements of earth materials that are primarily intact and occur along discrete shear surfaces. These surfaces (shear or slip planes) can be rotational (conchoidal or

concave), such as for earth slumps, or planar, as for translational earth slide or bedrock block slides. Most landslides are truly "complex landslides," sliding, falling, and flowing with more than one type of movement and/or material.

Falls are an abrupt free-fall of earth materials off cliffs, steep cut, or steep stream banks, while earthflows are mass movements of earth materials in which the type of movement is one of flowing. When composed of soil finer than gravel size, the flowing material is commonly called a mudflow. A debris flow/debris avalanche is composed of natural earth materials, artificial fill, and/or organic debris, which flow downslope with speed. Most of the material is transported away from the area of initial ground failure.

Slope failures are also often triggered by increased pore water pressure due to the infiltration of rainwater. The resulting decrease of shear resistance (internal resistance to deformation by shearing) can cause the slope to move. The level of groundwater table varies with the amount of rainfall for the area. If rainfall is higher than average during the winter season, the water table will become higher than average on a hillslope and groundwater pressures may become sufficiently high to initiate slope movement.

Landslides located within open space areas are natural landforms that do not require mitigation except where they affect man-made improvements. Debris catchment areas are the principal mitigation method used within the GHAD for areas between potentially unstable slopes and improvements. The debris catchment structures include debris benches, debris berms, and runout areas. GHAD maintenance of the areas will be critical to maintain adequate protection for the Site Improvements (as defined in Section 12.0). Maintenance and monitoring of these areas is described in Section 9. Potential mitigation and repair measures for GHAD areas near development are discussed in Section 7.

Soil creep is the slow, often imperceptible, deformation of slope materials under low stress levels, which normally affects the shallow portion of the slopes, but can be deep seated where a weak zone of soil or bedrock exists. It results from gravitational and seepage forces and may be indicative of conditions favorable for landsliding. Creep can be caused by wetting and drying of clays, by solution and crystallization of salts, by the growth of roots, by burrowing animals, and by downslope movement of saturated ground. Colluvium refers to the mantle of loose soil and weathered bedrock debris that progresses down hillsides by creep.

The GHAD shall also be concerned with erosion and sedimentation in open space or affecting developed lots or improvements. Erosion is defined as the process by which earth materials are loosened and removed by running water on the ground surface or in the subsurface. Sedimentation is the depositing or settling of soil or rock particles from a state of suspension in a liquid.

Hilly terrain open space, either in a natural condition or particularly on excavated slopes, can be subject to erosion. Landslide deposits, which are sometimes in a loosened condition, are particularly prone to erosion. Earth-flow-, debris-flow- and mud-flow-type landslides typically have an area of deposition or accumulation (sedimentation area) at their base. Graded slopes in the GHAD, particularly those in excess of 20 feet in vertical height or those not sufficiently vegetated, can be subject to erosion and therefore, a source of transported sediment.



#### 4.1.1 Fault Rupture and Creep

The Project is not located in a State of California Earthquake Fault Zone, and there are no known active faults passing through the property. Therefore, the proposed development is not considered subject to seismic surface rupture hazards.

#### 4.1.2 Seismically Induced Ground Shaking

An earthquake of moderate to high magnitude generate within the San Francisco Bay Region could cause considerable ground shaking within the proposed development area, similar to that which has occurred in the past.

#### 4.1.3 Expansive Near-Surface Soil

Fine-grained near-surface soil at the site could exhibit a moderate to high potential for expansion. The potentially expansive soil could impact the planned site development. Expansive soil shrinks and swells as a result of moisture changes. This can cause heaving and cracking of slabs-on-grade, pavements, and structures founded on shallow foundations. The potential for expansive soil has been identified in the geotechnical report for the property. Shrink and swell of expansive soil on slopes are a portion of the mechanism of creep movement, which can result in shallow slope instability. Within the open space area, slope instability caused by expansive soil creep will be addressed by the GHAD subject to the exceptions in Section 5.0.

#### 4.1.4 Existing Uncompacted Fill

As identified in the referenced geotechnical exploration report, uncompacted fill exists from past exploratory excavations and from past on-site grading activities. As recommended, undocumented fill material within the development area will be removed during corrective grading.

#### 4.1.5 Shallow Groundwater

As identified in the referenced geotechnical exploration report, groundwater was encountered as shallow as 5 feet below the existing ground surface adjacent to the Green Valley Creek to greater than 40 feet in upstream valleys.

#### 4.1.6 Creek Bank Stability

Throughout the middle sections of Green Valley Creek, there are deeply incised creek banks and small creek bank failures. These areas are noted in Figure 4 of the mapped landslides for the Project area (Reference 1). Localized undermining of banks and shallow bank sloughing is likely to continue, especially during high flows.

## 5.0 CRITERIA FOR GHAD RESPONSIBILITY

In forming the GHAD and establishing the assessment levels and budgets for GHAD Activities (as defined in Section 7 below) within the GHAD Annexation Area, it is important to clearly define the limits of the GHAD's responsibilities. The GHAD will accept responsibility for property as described in Section 6 of this Plan of Control; however, the intent of this Plan of Control is not to extend the GHAD's responsibilities to every potential situation of instability; rather, the following are exclusions from GHAD responsibility.

## **5.1 ISOLATED OR REMOTE FEATURE REQUIRING MITIGATION**

The GHAD shall not have responsibility to monitor, abate, mitigate, or control slope instability that does not involve significant damage to or pose a significant threat to damage Site Improvements. As used herein, the term "Site Improvements" means buildings, public and private roads, sidewalks, utilities, improved trails, swimming pools, tennis courts, gazebos, cabanas, geologic stabilization features, or similar improvements.

## **5.2 SINGLE PROPERTY**

The GHAD will not prevent, mitigate, abate, or control geologic hazards which are limited in area to a single parcel of property unless the geologic hazard has significantly damaged or poses a significant threat of damage to Site Improvements located on other property within the GHAD Annexation Area. This exclusion does not apply to geologic hazards existing on (i) open space property owned by any homeowner's associations or (ii) the GHAD-owned Parcels.

## **5.3 GEOLOGIC HAZARDS RESULTING FROM NEGLIGENCE OF PROPERTY OWNER**

The GHAD may, in the GHAD Manager's sole discretion, decline to prevent, mitigate, abate, or control geologic hazards which occurred or resulted from any negligence of the homeowner and/or the homeowner's contractors, agents or employees in developing, investigating, grading, constructing, maintaining, or performing or not performing any post-development work on the subject property as long as the geologic hazard is limited to a single lot, pursuant to the single-property exclusion noted above. If the GHAD bears expense as the result of negligence described in this section, the GHAD may pursue reimbursement from the negligent parties.

## **5.4 PROPERTY NOT ACCEPTED**

The GHAD shall not have responsibility to repair damage, which is situated on a parcel of real property, which the GHAD has not accepted in accordance with Section 6 below. The GHAD; however, may monitor, abate, mitigate or control geologic or hydrogeologic hazards on a parcel of real property which the GHAD has not accepted in accordance with Section 6 and is not excluded from GHAD responsibility by Sections 5.1, 5.2, and 5.3, provided; however, that GHAD responsibility on such parcel shall be limited to the extent necessary to address significant damage to or a significant threat of damage to Site Improvements which are within a parcel of real property which the GHAD has accepted in accordance with Section 6. Should the GHAD be required to respond to a geologic hazard outside the GHAD Annexation Area, the GHAD may take such actions as may be appropriate to recover costs incurred as a result of preventing, mitigating, abating, or controlling such geologic hazard from the responsible party, if any.

## **5.5 GEOLOGIC HAZARD WHICH REQUIRES EXPENDITURE IN AMOUNT EXCEEDING THE VALUE OF THE THREATENED OR DAMAGED IMPROVEMENT**

The GHAD may elect not to prevent, mitigate, abate, or control a geologic hazard where, in the GHAD Manager's sole discretion, the anticipated expenditure required to be funded by the GHAD to prevent, mitigate, abate, or control the geologic hazard will exceed the value of the structure(s) and Site Improvement(s) threatened with damage or loss.

## **5.6 GHAD FUNDING OR REIMBURSEMENT FOR DAMAGED OR DESTROYED STRUCTURES OR SITE IMPROVEMENTS**

In the event a residence or any other structure, Site Improvement, or landscaping is damaged or destroyed due to, or as a result of, a geologic hazard, the GHAD may fund or reimburse the property owner for the expenses necessary to repair or replace the damaged or destroyed structure, Site Improvement or landscaping. Unless authorized by the Board of Directors, the dollar amount of the GHAD funding or reimbursement may not exceed ten percent (10%) of the costs incurred by the GHAD in preventing, mitigating, abating, or controlling the geologic hazard responsible for the damage<sup>1</sup>. In the event the geologic hazard damaged or destroyed a structure, Site Improvement, or landscaping which violated any provisions of the City Building Code or City Ordinance Code at the time of its installation or improvement, the GHAD may decline to provide any funding or reimbursement to the property owner for repair or replacement of the damaged structure, Site Improvement, or landscaping.

## **5.7 NO REIMBURSEMENT OF EXPENSES INCURRED BY PROPERTY OWNERS**

The GHAD will not be obligated to reimburse a property owner for expenses incurred for the prevention, mitigation, abatement, or control of a geologic hazard absent a written agreement between the property owner and the GHAD to that effect, which agreement has been executed prior to the property owner incurring said expenses and following an exploration conducted by the GHAD.

## **5.8 RECONSIDERATION AND APPEAL PROCEDURES**

A homeowner directly affected by a decision of the GHAD Manager may request reconsideration of that decision through the following procedures ("GHAD Manager Decision"). The homeowner shall, within thirty (30) days from the date of a written GHAD Manager Decision, file a written request with the GHAD Manager, specifying the grounds for reconsideration, and the relief sought, including the owner's special interest and injury. Within fifteen (15) days of receipt of the homeowner's written request for reconsideration, the GHAD Manager shall reconsider its decision and shall provide a copy of its written decision to the homeowner ("GHAD Manager Reconsideration Decision"). The homeowner may appeal the GHAD Manager Reconsideration Decision to the Board of Directors. This appeal must be filed with the GHAD Manager within fifteen (15) days from the date of the GHAD Manager Reconsideration Decision. The appeal must include the specific grounds for the appeal and the homeowner's requested relief on a form provided by the GHAD Manager. The Board will make the final decision on the appeal. The GHAD Manager will proceed based on the decision of the Board of Directors.

## **6.0 ACCEPTANCE**

### **6.1 ACTIVATION OF ASSESSMENT**

An annual assessment should be authorized on all residential parcels within the Project as shown on Appendix B, Exhibit B, which will generate funding for the GHAD Activities. The assessment shall be levied by the GHAD on each individual parcel beginning the first fiscal year following issuance of a building permit for that parcel.

<sup>1</sup> For example, if a landslide causes \$10,000 in structural damage to each one of four neighboring homes for a total of \$40,000 in structural damage and it costs the GHAD \$100,000 to design and install a new retaining wall to abate the slide, the GHAD may only reimburse each property owner \$2,500 of their \$10,000 in structural damage.

## **6.2 RESPONSIBILITY FOR GHAD ACTIVITIES**

Davidon Homes (also known as "Developer") currently owns all the parcels shown on the VTM and shall have the responsibility to perform all the GHAD Activities on the property within the GHAD Annexation Area. Such responsibility shall be eligible for transfer to the GHAD at 9:00 a.m. on the day exactly three years after the first residential building permit is issued by the Town of Danville ("Transfer Eligibility Date"). The period between the levying of the GHAD assessment and the GHAD accepting maintenance responsibility of the GHAD Activities as defined in Section 7 below will allow time for the GHAD to accumulate reserve funds without incurring significant expenses.

## **6.3 OWNERSHIP OF THE OPEN SPACE**

GHAD Law allows the GHAD to own property. Ownership of the GHAD-owned Parcels (shown on Appendix B, Exhibit B) is proposed to be conveyed by the Developer to the GHAD at the end of the transfer process described in Section 6.4 upon receipt by the GHAD Manager of the recorded grant deed. From that point forward, the GHAD will become responsible for oversight of the actual physical maintenance of the GHAD-owned Parcels as provided in this Section. The Developer shall record a grant deed transferring fee title to the GHAD for the GHAD Parcels and provide a copy of the deed to the GHAD Manager. The grant deed(s) must first be reviewed and approved by the GHAD Manager and GHAD Attorney prior to recordation of the deed. If accepted by the GHAD, the GHAD-owned parcels will be conveyed to the GHAD at no cost to the GHAD.

## **6.4 PROCESS FOR TRANSFERRING RESPONSIBILITY FOR GHAD ACTIVITIES**

After the Transfer Eligibility Date for one or more of the GHAD Annexation Area parcels, the process for transferring responsibility for performing GHAD Activities on such Parcel(s) shall be as follows.

1. Up to 1 year in advance of the Transfer Eligibility Date or in any subsequent year, at its discretion, the Developer may apply to the GHAD to transfer the responsibility for performing GHAD Activities (as such term is defined in Section 7.0 below) for such Parcel(s) to the GHAD ("Transfer Application"). A sample Transfer Application form is included in Appendix E.
2. Within 30 days of receiving such Transfer Application, the GHAD Manager shall verify that all the facilities for which the GHAD will have maintenance responsibility have been approved, constructed, and maintained according to the Town of Danville approved plans and specifications for the individual improvements, and that such improvements are operational and in good working order.
3. Within 15 days of such inspection, the GHAD will send the Developer a list ("Punch list") of all of the items that need to be constructed, repaired, or otherwise modified in order to comply with the Town-approved plans and specifications.
4. The Developer shall notify the GHAD Manager when it has completed the items identified on the Punch list. Within 30 days of receipt of such notice, the GHAD Manager shall verify that all Punch list items have been completed. GHAD staff will then bring a resolution before the Wiedemann Ranch GHAD Board of Directors for their consideration approving GHAD responsibility for performing all future GHAD Activities on the parcel(s).



5. The GHAD Manager shall confirm that the reserve requirement defined in the Engineer's Report approved by the GHAD Board on this Project has been met. The Engineer's Report is the document that establishes the individual property owners' GHAD assessment limit based on the projected expenses (budget) of the GHAD.
6. Prior to the GHAD accepting any responsibility for GHAD Activities, the Developer shall record a Declaration of Restrictive Covenants, Right of Entry and Disclosures Regarding Geologic Hazard Abatement District ("Declaration") as approved by the GHAD Manager and GHAD Attorney and as discussed in Section 12.
7. Prior to GHAD accepting any responsibility for GHAD Activities, GHAD Manager and Attorney shall review and approve any all agreements and restrictions that apply to the proposed GHAD-owned Parcels, including conservation easements, deed restrictions, grazing lease, and any other agreements related to GHAD responsibilities in Table 10.0. Developer shall also provide the GHAD Manager and Attorney with a current title report for the proposed GHAD-owned parcels which shall be subject to the GHAD's review and approval.
8. Any monies owed to the GHAD by the Developer have been paid.

As part of the transfer, the Developer of the GHAD Annexation Area to be transferred will provide the GHAD, for its use, copies of the applicable geotechnical exploration reports, as-built grading plans, as-built corrective grading plans, as-built improvement plans, as-built subdrain plans or other pertinent documents as requested by the GHAD.

The GHAD is not responsible for maintaining the GHAD Parcels or any GHAD Activities as defined in Section 7.0 until it accepts such responsibilities pursuant to this section. The Developer will remain responsible for all GHAD Activities until the GHAD accepts responsibility pursuant to this section.

## **7.0 GHAD MONITORING, MAINTENANCE AND REPAIR RESPONSIBILITIES**

Several entities shall have ownership and maintenance duties of common space within the Project. The GHAD will assume monitoring and maintenance responsibilities for the following site facilities, improvements, and activities ("GHAD Activities").

- General maintenance of the surface drainage improvements within the GHAD Annexation Area. The GHAD is responsible for general monitoring, maintenance, and repair of the concrete-lined drainage ditches, storm drain inlets and outlets in open space, subdrain outlets, and risers.
- Monitoring and maintenance of detention basin/water quality basins within the GHAD Annexation Area.
- Monitoring and maintenance of measurement devices, such as piezometers, inclinometers, and tiltmeters, if any.
- Maintenance of gates, fencing, and signage within the GHAD-owned Parcels, exclusive of the gates, fencing, and signage identified in Table 10.1, section 2(a)(i).
- Maintenance of developer constructed retaining walls.
- Slopes and creek banks for erosion, landslide, and related slope instability.

- Maintenance of debris catchment structures, such as debris benches, debris berms, and runoff areas.
- Vegetation control for fire suppression on GHAD-owned Parcels.
- Required maintenance of GHAD-owned Parcels.

## **7.1 GEOTECHNICAL TECHNIQUES FOR MITIGATION OF LANDSLIDE AND EROSION HAZARDS**

The techniques that may be employed by the GHAD to prevent, mitigate, abate, or control geologic hazards include, but are not limited to, the following.

- Removal of the unstable earth mass
- Stabilization (either partial or total) of the landslide by removal and replacement with compacted, drained fill
- Construction of structures to retain or divert landslide material or sediment
- Construction of erosion control devices such as gabions, riprap, geotextiles, or lined ditches
- Placement of drained engineered buttress fill
- Placement of subsurface drainage devices (e.g., underdrains or horizontal drilled drains)
- Slope correction (e.g., gradient change, biotechnical stabilization, slope trimming or contouring)
- Construction of additional surface ditches and/or detention basins, silt fences, sediment traps, or backfill or erosion channels

Potential landslide and erosion hazards can often best be mitigated by controlling soil saturation and water runoff and by maintaining the surface and subsurface drainage system.

## **8.0 PRIORITY OF GHAD EXPENDITURES**

The GHAD is responsible for responding to emergencies and completing scheduled repairs. The GHAD's ability to respond, and the extent of the responsiveness, depends on the amount of the available funds and the parameters set forth in the GHAD Board approved operating budget. The GHAD is financed through a real property assessment and this assessment cannot be increased without a favorable vote of the residents within the GHAD boundaries. When available funds are not sufficient to undertake all emergency and/or the identified remedial and preventive stabilization measures, the expenditures are to be prioritized as follows in descending order of priority.

- (A) Prevention, mitigation, abatement, or control of geologic hazards that have either significantly damaged or pose a significant threat of damage to residences, critical underground utilities, or paved streets.
- (B) Prevention, mitigation, abatement, or control of geologic hazards which have either significantly damaged or pose a significant threat of damage to ancillary structures, including but not limited to water quality facilities, pools, cabanas, or restroom buildings.
- (C) Prevention, mitigation, abatement, or control of geologic hazards which have either significantly damaged or pose a significant threat of damage to open space amenities.

- (D) Prevention, mitigation, abatement, or control of geologic hazards which have either significantly damaged or pose a significant threat of damage limited to loss of landscaping or other similar non-essential amenities.
- (E) Prevention, mitigation, abatement, or control of geologic hazards existing entirely on open-space property and which have neither significantly damaged nor pose a significant threat of damage to any Site Improvements.

In performing its duties as described above, the GHAD may seek funding or reimbursements from public and private entities or agencies including, but not limited to, FEMA, city and county agencies, insurance companies, etc.

## 9.0 MAINTENANCE AND MONITORING SCHEDULE

Geologic features and GHAD-maintained improvements defined in Section 7.0 shall be inspected by GHAD Manager or GHAD-assigned consultants as presented below. The site inspections shall be undertaken at appropriate intervals as determined by the GHAD Manager using supporting documents prepared for the Project and the Site Improvements. The GHAD budget should provide for three or more inspections in years of heavy rainfall. Generally, the inspections should take place in October, prior to the first significant rainfall; mid-winter as necessary during heavy rainfall years; and in early April at the end of the rainy season. The frequency of the inspections should increase, depending upon the intensity and recurrence of rainfall.

The Developer shall provide to the GHAD copies of geologic or geotechnical exploration reports related to site development and the GHAD shall retain these reports in the records of the GHAD. In addition, copies of any earthwork-related testing and observation reports that will be finalized at the completion of grading, when as-built drawings are available, shall be provided to the GHAD by the Developer and maintained as part of the GHAD records.

Following are guidelines for a monitoring plan. The actual timing, scope, frequency and other details regarding such maintenance, inspection, and similar activities shall be at the discretion of the GHAD Manager.

- A state-licensed professional engineer and/or professional geologist should carry out a geologic reconnaissance of the slopes for indications of erosion or slope failures. Open space slope area monitoring would include observation of debris benches. The removal of accumulated debris from the bench, including rockfall material, should be undertaken in a manner that maintains the capacity of the bench to protect Site Improvements.
- A state-licensed professional engineer and/or professional geologist should carry out an inspection of lined surface ditches. Repairs and maintenance, as needed, should be undertaken including removal of excess silt or sediment in ditches and patching or replacement of cracked or broken ditches, prior to the beginning of the next rainy season.
- Subsurface drain outlets and horizontal drilled drain outlets, if any, should be checked. Water flowing from these outlets should be measured and recorded during each inspection.
- Piezometers to measure groundwater levels, or instruments such as inclinometers or tiltmeters measuring potential slope instability should be monitored as recommended, if installed.

- Settlement monitoring devices, if any, should be measured periodically and tracked. In the event of anomalous readings or excessive settlement, the monitoring frequency should be increased.
- The water-quality pond and bioretention improvements shall be monitored and maintained in accordance with the Stormwater Facilities Operation and Maintenance Plan for Magee Preserve (Exhibit F).
- Inlets, outfalls, or trash racks, if used, must be kept free of debris and spillways maintained. Additionally, water detention facilities and water quality facilities should be inspected and maintained. It is anticipated that initially, at least once every two (2) years, cleanup of vegetation and removal of silt would be in order. Attention should be given to plantings or other obstructions which may interfere with access by power equipment.
- Developer constructed retaining walls should be inspected for evidence of distress, such as tilting and/or structural failure. Repairs and maintenance would be undertaken only in the event that the structural integrity of the wall has been compromised or if the wall distress poses a threat to the integrity of adjacent structures.
- An annual inspection shall be made by a state-licensed professional engineer and/or certified engineering geologist to assess the effectiveness of the preventive maintenance program and to make recommendations as to which landslide or erosion measures should be undertaken in the next fiscal year. Any appropriate site-specific study of landslide or erosion conditions shall be determined at that time. Consultants, if necessary, will be retained to undertake the needed studies. An annual inspection report to the GHAD shall be prepared by the professional engineer and/or certified engineering geologist.

## 10.0 OWNERSHIP AND MANAGEMENT

Ownership, funding sources and maintenance responsibilities shall be as shown on the following Table 10.0-1. Parcel designations are derived from the final subdivision map (Reference 5).

**TABLE 10.0-1: Magee Preserve  
Long-Term Ownership and Management Matrix**

FACILITY/FUNCTION	PARCEL OWNERSHIP	IMPROVEMENT MAINTENANCE ENTITY	FUNDING	ACREAGE/ COMMENTS
<b>1. Development Area</b>				
a. Single-Family Detached Residential Parcels (69 units)	Private	Private	Private	21.7 Acres (Includes Public Streets)
b. Parking Lot (on Parcel "B") and Private Streets	Homeowners' Association (HOA)	HOA	HOA	0.12 Acre
c. Development Entrance (Parcels "C", "D", and "E")	Geologic Hazard Abatement District (GHAD)	HOA	HOA	5.8 Acres (Development Entrance) (Trail and Detention Basin acreage included in Item 1a.) (HOA Landscape Easement over parcels in item 1c.)



FACILITY/FUNCTION		PARCEL OWNERSHIP	IMPROVEMENT MAINTENANCE ENTITY	FUNDING	ACREAGE/ COMMENTS
d.	Public Trails and Associated Improvements (Parcel "A")	HOA	HOA	HOA	
<b>e. Public Roads</b>					
i.	Right-of-Way (ROW) Pavements, Street Lighting, and Traffic Signage	Town of Danville	Town of Danville	Town of Danville	
ii.	ROW Street Trees, Street Planters, Irrigation, Decorative Signage, and Ornamental Plantings	Town of Danville	HOA	HOA	
iii.	Public Sidewalk	Town of Danville	Town of Danville	Town of Danville	
f.	Storm Drain System	Town of Danville/ Contra Costa Flood Control District (CCCFCD)	Town of Danville/ CCCFCD	Town of Danville/ CCCFCD	Storm drain lines within the public road ROWs.
g.	Storm Drain System	Private	GHAD	GHAD Assessment	Storm drain lines from GHAD-owned parcels listed in Item 2 below to the public ROW.
<b>h. Bioretention Areas A and F (Basins)</b>					
i.	Ornamental Landscape Maintenance and Replacement including irrigation <sup>1</sup>	GHAD	HOA	HOA	
ii.	Functional Maintenance, Repair, and Replacement including replacement of plants integral to function	GHAD	GHAD	GHAD Assessment	
<b>i. Bioretention Areas B1, B2, B3, C, D, and E (Planters)</b>					
i.	Ornamental Landscape Maintenance and Replacement including, but not limited to irrigation and litter removal <sup>1</sup>	HOA	HOA	HOA	
ii.	Functional Maintenance, Repair, and Replacement including replacement of plants integral to function	HOA	GHAD	GHAD Assessment	
j.	Slope Instability	Varies	GHAD	GHAD Assessment	
<b>2. Open Space Parcels</b>					
a.	Parcels "B", "F", "H", and Lower and Western Unsurveyed Remainder (with Conservation Easement ("CE") and Deed Restriction)				256.9 Acres
i.	Gates, Fencing, and Signage	GHAD	GHAD	GHAD Assessment	Excludes gates and fences included in grazing lease agreement
ii.	Trail Signage	GHAD	EBRPD	CFD	

FACILITY/FUNCTION		PARCEL OWNERSHIP	IMPROVEMENT MAINTENANCE ENTITY	FUNDING	ACREAGE/ COMMENTS
iii.	Vegetation Management for Fire Suppression	GHAD	GHAD	GHAD Assessment	7.9 Acres. San Ramon Valley Fire Protection District (SRVFPD) provides vegetation management for fire suppression on Dual-Use Trails.
iv.	Storm Drain System	GHAD	GHAD	GHAD Assessment	Storm drain lines within GHAD-owned open space and easements across private property.
v.	Surface Drainage Ditches	GHAD	GHAD	GHAD Assessment	
vi.	Retaining Walls	GHAD	GHAD	GHAD Assessment	
vii.	Subdrain Outlets	GHAD	GHAD	GHAD Assessment	
viii.	Instrumentation	GHAD	GHAD	GHAD Assessment	
ix.	Slope Instability	GHAD	GHAD	GHAD Assessment	
x.	Conservation Easement Activities	GHAD	East Bay Regional Parks District (EBRPD)	Community Facility District (CFD)	
xi.	Grazing Activities <sup>1</sup>	GHAD	Magee Investment Company, Teardrop Partners, L.P., and Jerome Magee, Jr. or assignee ("Tenant")	Tenant	Grazed in conjunction with other open space parcels
xii.	Multi-Use Trails	GHAD	EBRPD/ SRVFPD/ GHAD <sup>2</sup>	CFD/SRVFPD/ GHAD Assessment	Trails where emergency vehicle access is available.
xiii.	Pedestrian-Only Trails	GHAD	EBRPD	CFD	
xiv.	Single-Track Public Trail Easement	GHAD	TBD	TBD	
xv.	Vehicle Access Road	GHAD	EBMUD/ SRVFPD/ GHAD	EBMUD/SRVFPV/ GHAD Assessment	
b.	Parcel "A" (including Creek)				6.9 Acres
i.	Gates, Fencing, and Signage	GHAD	GHAD	GHAD Assessment	
ii.	Vegetation Management for Fire Suppression	GHAD	GHAD	GHAD Assessment	
iii.	Conservation Easement Activities	GHAD	John Muir Land Trust	Endowment	
iv.	Pedestrian-Only Trails	GHAD	HOA	HOA	

FACILITY/FUNCTION	PARCEL OWNERSHIP	IMPROVEMENT MAINTENANCE ENTITY	FUNDING	ACREAGE/ COMMENTS
c. Upper Unserved Remainder (with CE)				98.7 Acres
i. Gates, Fencing, and Signage	GHAD	GHAD	GHAD Assessment	Excludes gates and fences included in grazing lease agreement
ii. Trail Signage	GHAD	EBRPD	CFD	
iii. Vegetation Management for Fire Suppression	GHAD	GHAD/ Tenant/ SRVFPD	GHAD Assessment/ Tenant/SRVF PD	
iv. Conservation Easement Activities	GHAD	John Muir Land Trust	Endowment	
v. Grazing Activities <sup>1</sup>	GHAD	Tenant	Tenant	Grazed in conjunction with other open space parcels
vi. Pedestrian-Only Trails	GHAD	EBRPD	CFD	
vii. Multi-Use Trails	GHAD	EBRPD/ SRVFPD/ GHAD	CFD/SRVFP D/GHAD Assessment	Trails where emergency vehicle access is available.
viii. Parcels "B", "F", "H", and Lower and Western Unserved Remainder (with Conservation Easement ("CE") and Deed Restriction)				256.9 Acres
<b>3. Plan of Control - Geologic Hazard Abatement Responsibilities (Post Transfer Period)</b>				
i. Landslides, Slope Stability, and Erosion Control	GHAD	GHAD	GHAD Assessment	
ii. Storm Drain System	GHAD	GHAD	GHAD Assessment	
iii. Surface Drainage Improvements	GHAD	GHAD	GHAD Assessment	
iv. Subdrains and Subdrain Outfalls	GHAD	GHAD	GHAD Assessment	
v. Geotechnical Monitoring Instruments	GHAD	GHAD	GHAD Assessment	
vi. Retaining Walls	GHAD	GHAD	GHAD Assessment	

<sup>1</sup> The GHAD shall not assume and shall not be responsible for any grazing activities on the proposed GHAD-owned parcels. Before the GHAD can accept such property, the leaseholder or operator (or other applicable party or entity) shall indemnify and hold harmless the GHAD for any and all grazing activities.

<sup>2</sup> GHAD is only responsible for geologic hazard mitigation on multi-use trails. GHAD shall not be responsible or assume any liabilities for the public use of the multi-use trails.

## 11.0 RIGHT-OF-ACCESS

The GHAD Board of Directors, officers, employees, consultants, contractors, agents, and representatives shall have the right to enter upon all lands within the GHAD Annexation Area as shown on Appendix B for the purpose of performing the GHAD Activities defined in this Plan of Control. Such GHAD Activities include, but are not limited to the inspection, maintenance and monitoring of those improvements listed in Section 7.0. Should the GHAD need to access private residential lots to fulfill its duties under the Plan of Control, the GHAD shall provide the affected landowner and/or resident with 72 hours advanced notice unless, in the reasonable judgment of the GHAD Manager, an emergency situation exists which makes immediate access necessary to protect the public health and safety, in which case no advanced notice is required, but the GHAD Manager shall inform the landowner and/or resident as soon as reasonably possible.

The foregoing right-of-entry provision shall be recorded in the chain of title for all Project residential parcels and common area lots, and it shall be included in all Covenants, Conditions and Restrictions (CC&Rs) and homebuyer disclosure statements prepared for parcels within the GHAD Annexation Area.

## 12.0 GLOSSARY

Development Area – General area of residences and associated improvements shown on Figure 1.

Engineer's Report – The document that establishes the individual property owners' GHAD assessment limit based on the projected expenses (budget) of the GHAD.

Geologic Hazard – An actual or threatened landslide, land subsidence, soil erosion, earthquake, fault movement, or any other natural or unnatural movement of land or earth as defined in GHAD Law (Public Resource Code Section 26507).

Geologic Hazard Abatement District (GHAD) Manager – An entity with a licensed geotechnical engineer who will oversee the operations of the GHAD, including preparation of GHAD budgets. The GHAD Manager is appointed by and reports to the GHAD Board of Directors.

GHAD Annexation Area – The parcels included within the limits of the plat and legal description, which is coterminous with the boundaries of Subdivision 9291.

GHAD Activities – Improvements and responsibilities listed in Section 7.0 of this Plan of Control including transfer and maintenance of GHAD-owned Parcels.

GHAD Law- California law beginning with Section 26500 of Division 17 of the Public Resource Code that governs GHADs.

GHAD-owned Parcels – Assessor's parcels totaling 368.3 acres shown on Figure 1.

Site Improvements – Buildings, public and private roads, sidewalks, utilities, improved trails, gazebos, cabanas, geologic stabilization features, or similar improvements.

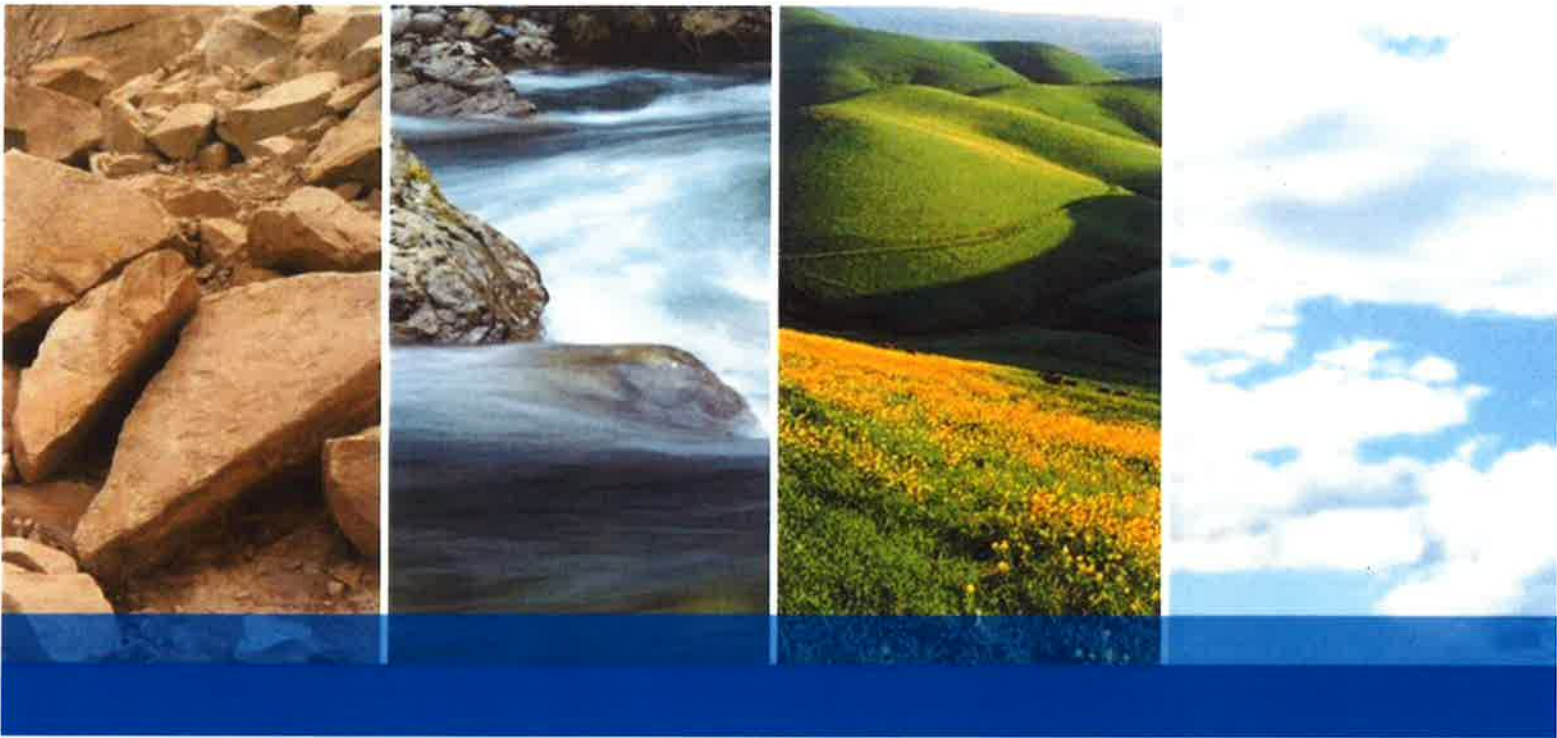
Transfer Application – A document completed by the developer and submitted to the GHAD Manager to initiate the GHAD transfer process.

Transfer Eligibility Date – A date specified in the Plan of Control where the developer is responsible for all GHAD Plan of Control defined activities to allow for the accumulation of reserves prior to acceptance of GHAD-maintained responsibilities.

## SELECTED REFERENCES

1. ENGEO. 2013. Geotechnical Exploration, Magee Ranch Project, Danville, California. November 26, 2013. Project No. 8889.000.000.
2. ENGEO. 2017. Geotechnical Exploration Update, Magee Ranch, Danville, California. July 21, 2017; Revised July 31, 2017. Project No. 8889.200.000.
3. ENGEO. 2017. Corrective Grading Plan, Magee Ranch, Danville, California. July 21, 2017. Project No. 8889.200.000.
4. Ruggeri, Jensen, Azar, Vesting Tentative Map, Subdivision 9291 - Magee Preserve, Town of Danville, Contra Costa County, California, January 22, 2019. Job No. 091015.
5. Danville, Town of, Resolution 46-2019, Certifying a Final Revised Environmental Impact Report, Adopting Findings and a Statement of Overriding Considerations, Mitigation Measures and a Mitigation Monitoring, and Reporting Program, and Approving Major Subdivision Request, Final Development Plan Request and Tree Removal Request (Magee Preserve - Davidon Homes). July 2, 2019.
6. United States Department of the Interior, Fish and Wildlife Service, Formal Consultation on the Magee Preserve Project in the Town of Danville, Contra Costa County, California (U.S. Army Corps of Engineers (Corps) File Number: 2011-00044S), Reference No 08ESMF00-2020-F-2063; March 22, 2021.
7. Live Oak Associates, Inc. 2021. Conservation Management Plan (Draft), Magee Preserve Conservation Easement Areas, Town of Danville, California. Project Number: 2098-03. February 23, 2021.
8. John Muir Land Trust. 2015. Magee, Property Analysis Record Summaries One and Two. January 28, 2015.
9. Ruggeri Jensen Azar. 2021. Stormwater Facilities Operation and Maintenance Plan for Magee Preserve, Subdivision 9291. Project No. 091015IP. March 2021.
10. Vollmar Natural Lands Consulting. 2023. Memorandum. Draft Property Analysis Record (PAR), Magee Preserve 90.7-acre Upland CEA, Danville, CA. June 14, 2023.





## **APPENDIX A**

**FIGURE 1: Ownership Exhibit**

**FIGURE 2: Corrective Grading Plan**

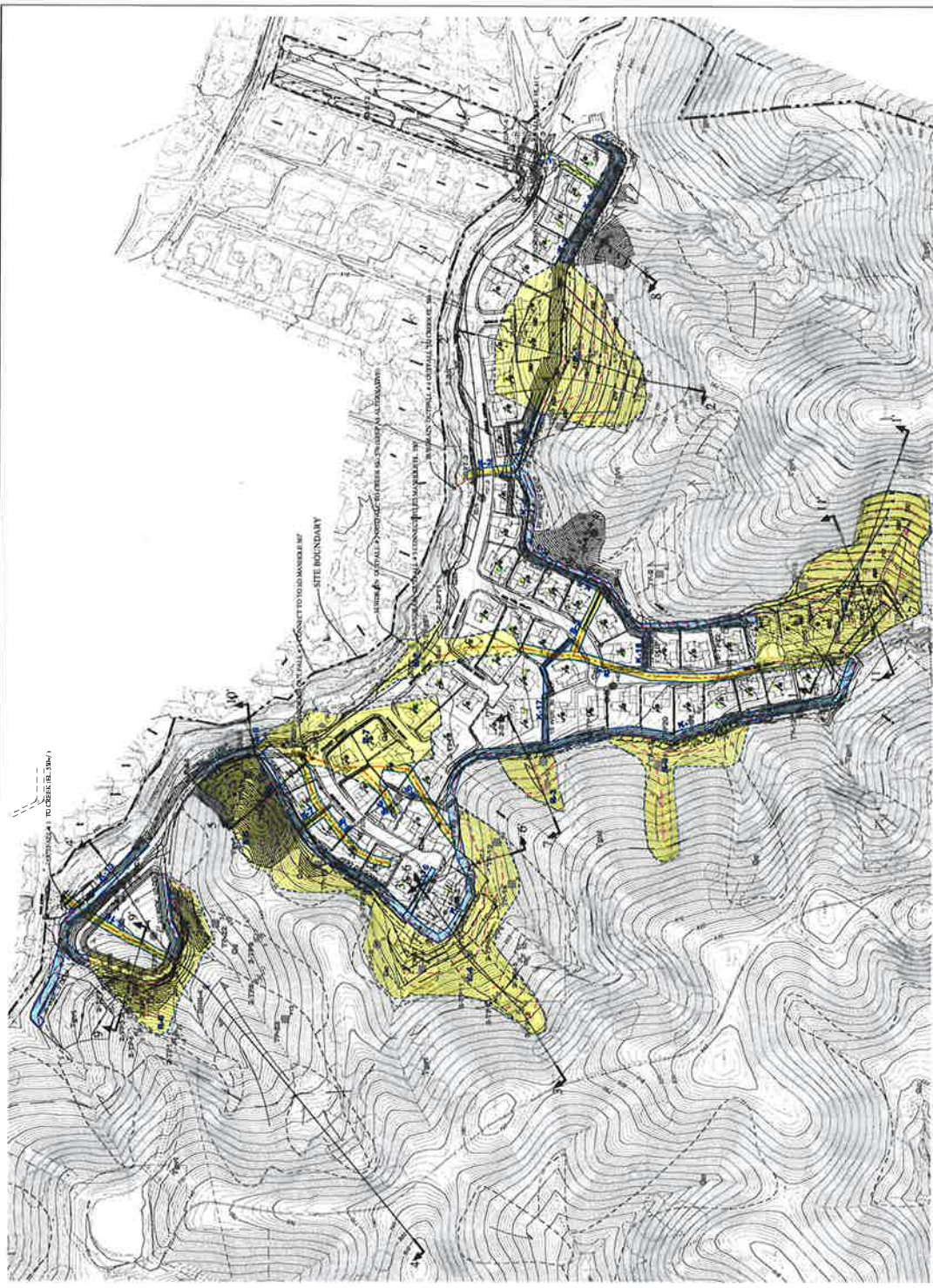


**EXPLANATION OF LAND USES**

	GHAD-OWNED PARCEL WITH CONSERVATION EASEMENT (283.8 ACRES)		GHAD BOUNDARY
	GHAD-OWNED PARCEL WITH CONSERVATION EASEMENT UNDER JOHN MUIR LAND TRUST (98.7 ACRES)		PARCEL BOUNDARY
	GHAD-OWNED PARCEL WITH HOA LANDSCAPE EASEMENT (8.8 ACRES)		PUBLIC MULTI-USE TRAIL - EBRPD/SRV/FPD/GHAD MAINTAINED
	TOWN OF DANVILLE EASEMENT (6.2 ACRES)		VEHICLE ACCESS ROAD - EBMUD/SRV/FPD/GHAD MAINTAINED
	VEGETATION MANAGEMENT ZONE-GHAD MAINTAINED (7.9 ACRES)		PUBLIC PEDESTRIAN ONLY TRAIL - EBRPD/GHAD MAINTAINED
	HOA-OWNED AND MAINTAINED PARCEL (0.12 ACRES)		PUBLIC TRAIL EASEMENT - MAINTAINED BY OTHERS
	PRIVATE LOTS (PRIVATELY MAINTAINED) (16 ACRES)		PUBLIC PATH-HOA MAINTAINED
	PUBLIC STREETS (TOWN OF DANVILLE MAINTAINED) (6.7 ACRES)		PUBLIC SIDEWALK-TOWN MAINTAINED
			FUTURE TOWN BIKE PATH-TOWN MAINTAINED
			BIKERETENTION BASIN
			DETENTION BASIN
			STORM DRAIN LINES WITHIN OPEN SPACE - GHAD MAINTAINED
			STORM DRAIN LINES WITHIN DEVELOPMENT-TOWN MAINTAINED
			CONCRETE-LINED DRAINAGE DITCH- GHAD-MAINTAINED
			RETAINING WALLS- GHAD-MAINTAINED

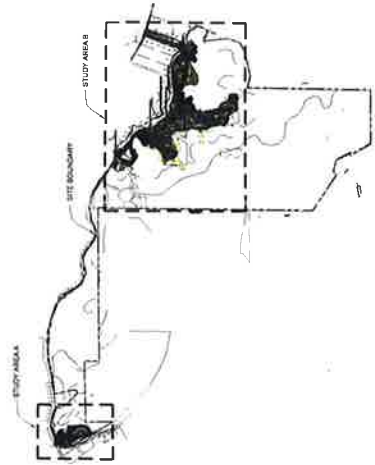






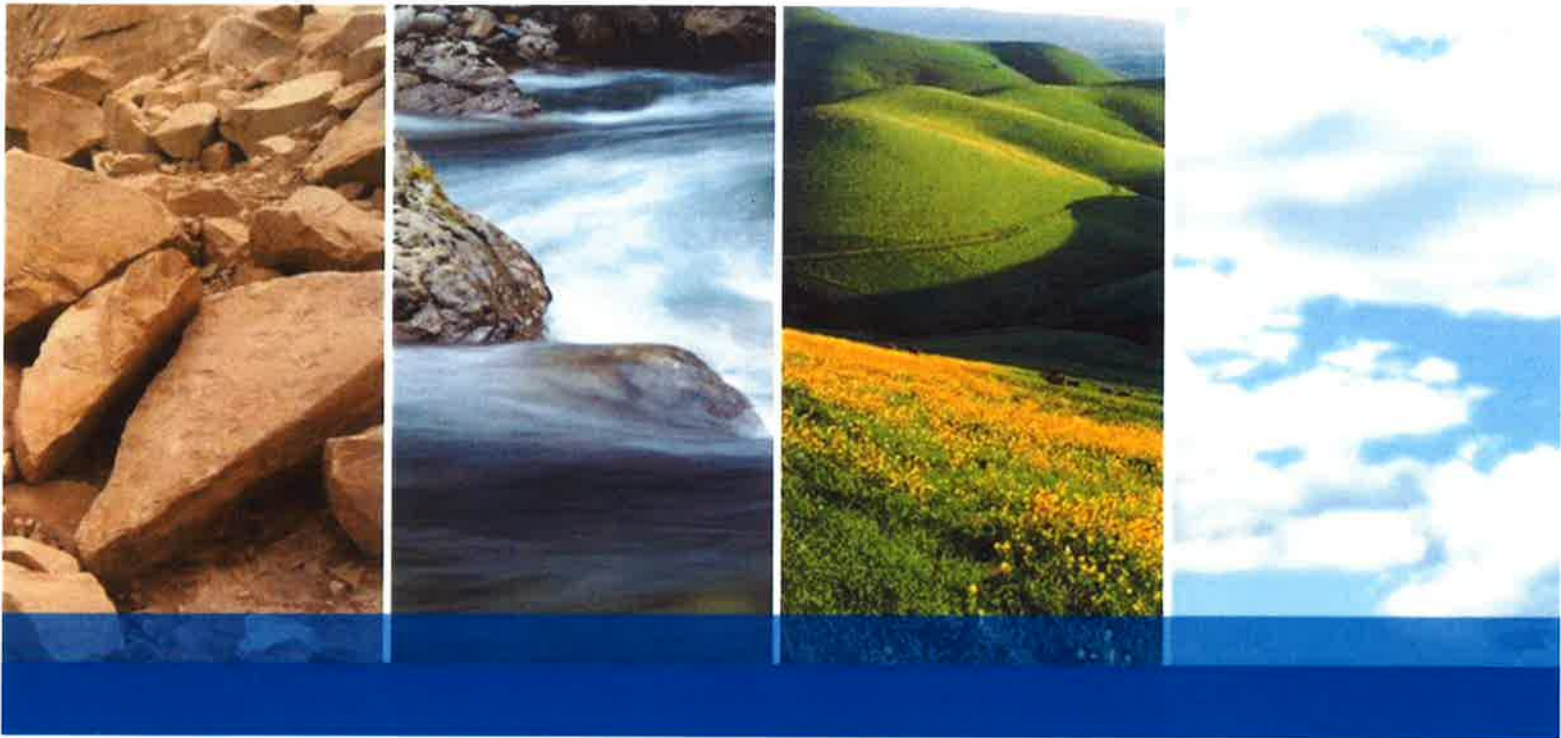
**STUDY AREA B**

EXPLANATION	SYMBOL	DESCRIPTION
Full (uncontaminated)	White	Full (uncontaminated)
Colluvium	Diagonal lines	Colluvium
Alluvium	Horizontal lines	Alluvium
Older Alluvium	Vertical lines	Older Alluvium
Tasmanian Group Bedrock	Stippled	Tasmanian Group Bedrock
Geologic Contact	Dashed line	Geologic Contact
Earthflow	Wavy lines	Earthflow
Deep-seated Landslide	Blocky pattern	Deep-seated Landslide
Area of Significant Recent Creek Incision	Thick black line	Area of Significant Recent Creek Incision
Geologic Cross Section Location	Thin black line	Geologic Cross Section Location
Strike and Dip of Bedrock/Shear Plane	Arrow with text	Strike and Dip of Bedrock/Shear Plane
2.813	Circle with cross	Auger Boring (ENG0 2019)
2.813	Circle with cross	Auger Boring (ENG0 2009)
2.813	Circle with cross	Core Boring (ENG0 2019)
2.813	Circle with cross	M/D Not Any Boring (ENG0 2019)
2.813	Circle with cross	Downhole Boring (ENG0 2009)
2.7P9	Circle with cross	Test Pit (ENG0 2019)
1.3	Yellow shaded area	Proposed Remedial Area
1.3	Yellow shaded area	Elevation of Removal in Feet
1.3	Yellow shaded area	Cut/Get
1.3	Yellow shaded area	Fill/Bring In
1.3	Yellow shaded area	Proposed Keyway Showing Width and Depth
1.3	Yellow shaded area	Proposed Buried Manway
1.3	Yellow shaded area	Proposed Shallow Cleanout
1.3	Yellow shaded area	Proposed Swale Cleanout with Buried Man
1.3	Yellow shaded area	Proposed Swale Cleanout with Buried Man



**SITE LAYOUT PLAN**  
NO SCALE





## **APPENDIX B**

**EXHIBIT A  
LEGAL DESCRIPTION  
Geologic Hazard Abatement District, Magee Preserve -  
Subdivision 9291**

**EXHIBIT B  
Plat to Accompany Legal Description**

## Exhibit A – Legal Description

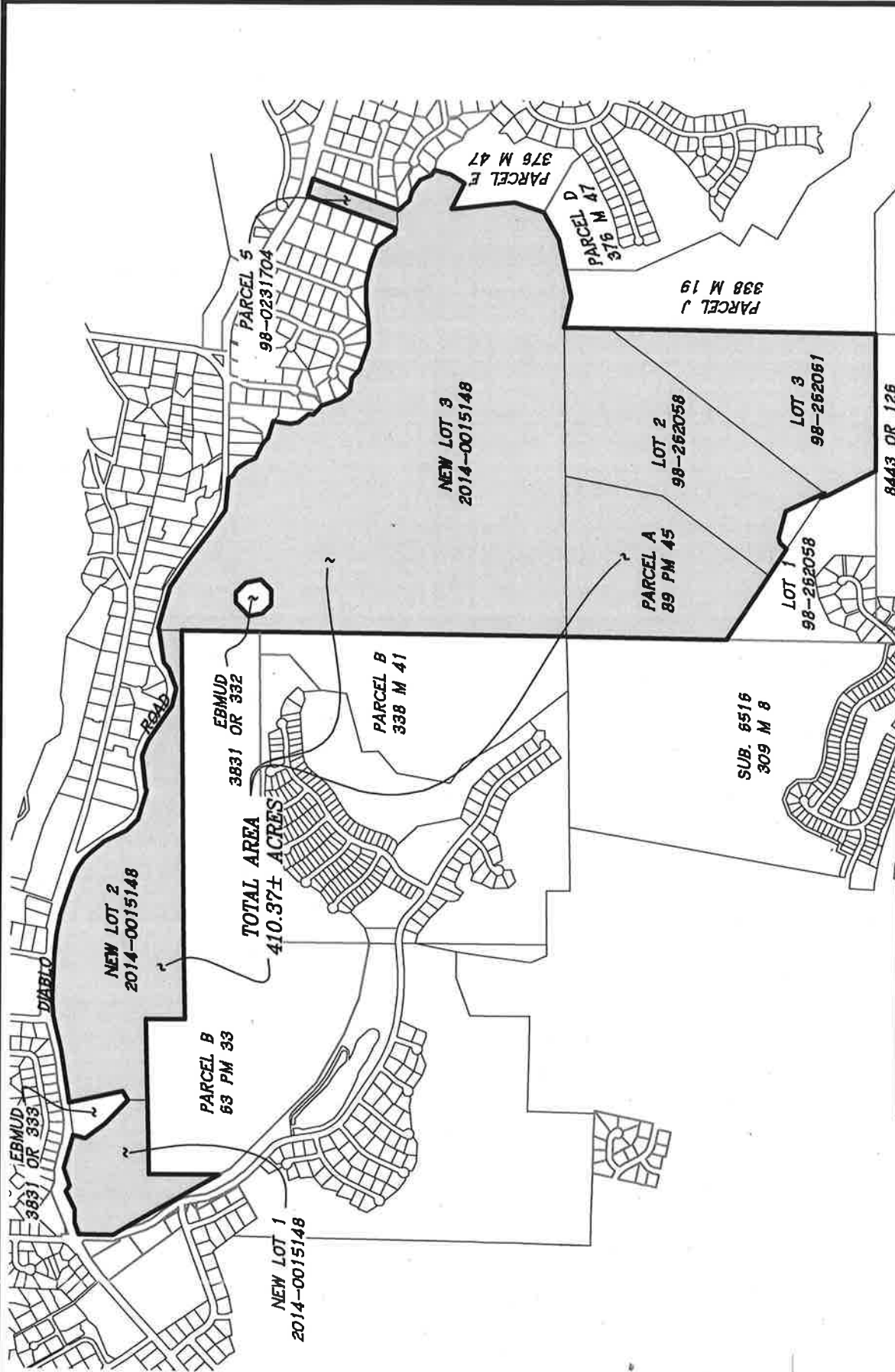
### Magee Preserve

Real property situate in the Town of Danville, County of Costa, State of California, and being all of New Lots 1, 2, and 3 as described in the Grant Deed to Teardrop Partners, LP, a California Limited Partnership, filed for record on January 30, 2014, under document number 2014-015148, Contra Costa County Records; and Parcel A as shown upon the Parcel Map of Subdivision MS 152-77, filed on September 26<sup>th</sup>, 1980 in Book 89 of Parcel Maps at Page 45, Contra Costa County Records; and Lot 2 as described in the Lot Line Adjustment 98-19 filed for record on October 22, 1998, under document number 98-0262058, Contra Costa County Records; and Lot 3 as described in the Grant Deed to Magee Investment Company, A California Corporation, filed for record on October 22, 1998, under document number 98-0262061, Contra Costa County Records; and Parcel 5 as described in the Grant Deed to Teardrop Partners, LP, filed for record on September 24, 1998, under document number 98-0231704, Contra Costa County Records.

Containing 410.37 acres, more or less.

**See Exhibit B** – Plat to Accompany Legal Description which is attached hereto and made a part hereof

End of description.



**EXHIBIT B**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
**FOR**  
**MAGEE PRESERVE**

TOWN OF DANVILLE, CONTRA COSTA COUNTY, CALIFORNIA



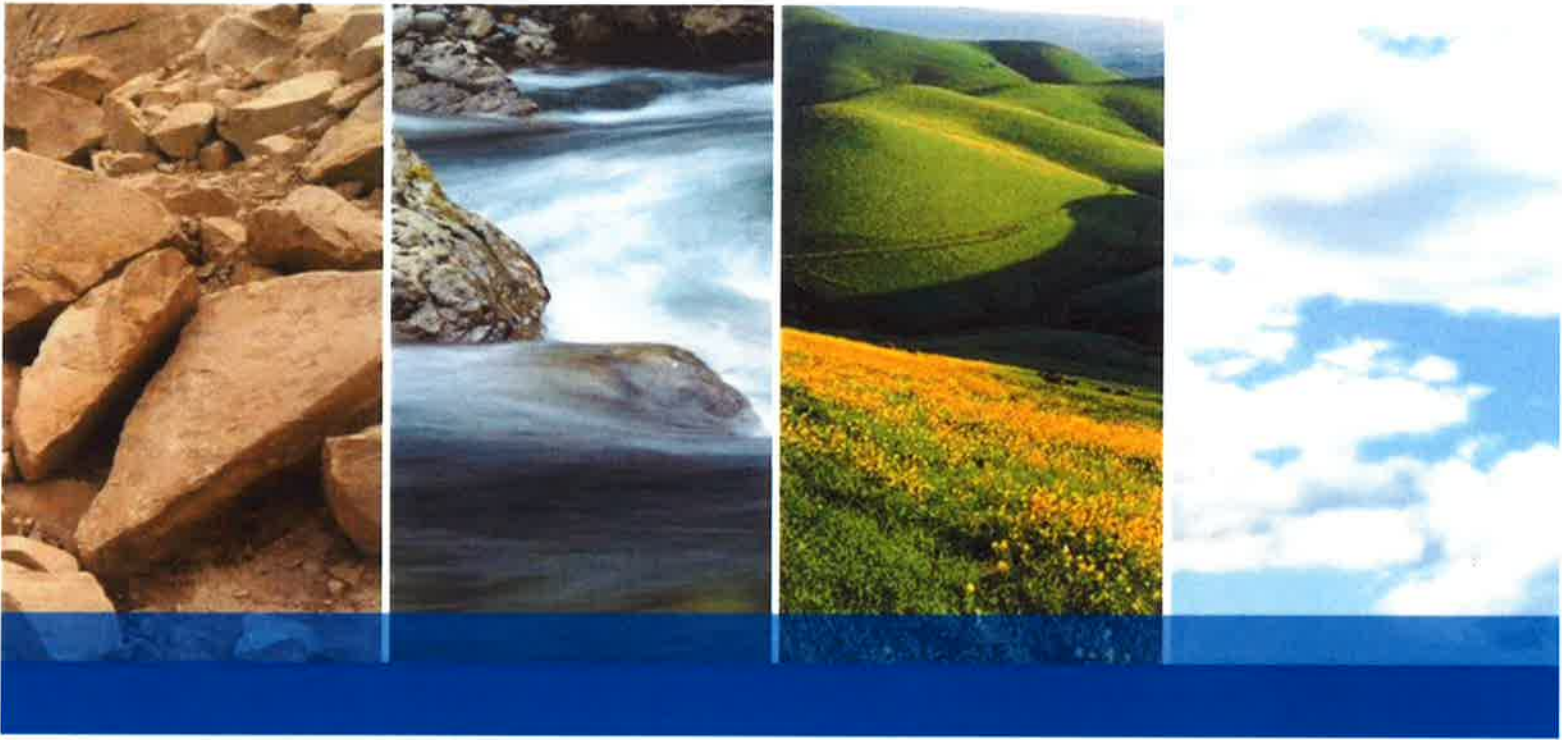
**RUGGERI-JENSEN-AZAR**

ENGINEERS ■ PLANNERS ■ SURVEYORS  
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588  
 PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE: 1" = 1200'

DATE: 3/29/2021

JOB NO.: 091015IP



## **APPENDIX C**

**DECLARATION OF DISCLOSURES, RIGHT OF ENTRY AND  
RESTRICTIVE COVENANTS REGARDING WIEDEMANN  
GEOLOGIC HAZARD ABATEMENT DISTRICT**

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:  
Wiedemann Ranch Geologic Hazard Abatement District

Attn:

**DECLARATION OF DISCLOSURES, RIGHT OF ENTRY AND RESTRICTIVE COVENANTS  
REGARDING WIEDEMANN RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT**

This Declaration of Disclosures, Right of Entry, and Restrictive Covenants Regarding Wiedemann Ranch Geologic Hazard Abatement District (the "Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by, Davidon Homes, a California limited liability company ("Declarant").

**RECITALS**

- A. Declarant is the owner of that certain real property located in the Town of Danville, County of Contra Costa, State of California, more particularly described as Subdivision 9291, filed on \_\_\_\_\_, 20\_\_\_\_ in Book of Parcel Maps, at pages \_\_\_\_\_, all in the Official Records of Contra Costa County, California (the "Property").
- B. The Town of Danville approved a 69-lot residential subdivision on the Property. A condition of approval for Subdivision 9291 was that the Property be included within a GHAD, and to fulfil this condition, the property has been annexed into the Wiedemann Ranch Geologic Hazard Abatement District ("Wiedemann Ranch GHAD").
- C. Under the authority of California Public Resources Code section 26500, et seq., the Contra Costa County Board of Supervisors on September 1, 1998, adopted Resolution No. 98/438 forming and establishing the Wiedemann Ranch GHAD to prevent, mitigate, abate or control potential geologic hazards within the boundaries of the GHAD. On \_\_\_\_\_, 2021, the Wiedemann Ranch GHAD adopted Resolution No. 20-\_\_\_\_, approving annexation of the Property into the Wiedemann Ranch GHAD.

NOW, THEREFORE, Declarant, as the owner of the Property, for itself, its successors and assigns does hereby declare as follows.

1. Notification and Disclosure of Wiedemann Ranch GHAD: The Declarant hereby gives notice and discloses that the Property is a part of the Wiedemann Ranch GHAD. The Board of Directors of the Wiedemann Ranch GHAD are the members of the Contra Costa County Board of Supervisors. Pursuant to the Plan of Control for Annexation of the Property to Wiedemann Ranch GHAD as it may be amended from time to time (the "Plan of Control"), the Declarant and the Wiedemann Ranch GHAD are afforded certain responsibilities and rights relating to the prevention, mitigation, abatement, and control of potential geologic hazards on the Property. The powers of the Wiedemann Ranch GHAD include the power to assess lot owners within the Property for the purposes set out in the Plan of Control. An assessment was authorized by the Wiedemann Ranch GHAD to be imposed on the Property pursuant to adopted Resolution 20-\_\_\_\_\_.
2. Right of Entry: The Declarant by executing and recording this Declaration hereby contractually affords Wiedemann Ranch GHAD, its officials, employees, contractors and agents an irrevocable right of entry with continuing and perpetual access to and across the Property for the purposes and responsibilities set out in the Plan of Control ("Access Rights"). Should the

Wiedemann Ranch GHAD need to access private residential lots to fulfill its duties under the Plan of Control, the Wiedemann Ranch GHAD shall provide the affected landowner and/or resident with 72 hours advanced notice unless, in the reasonable judgment of the GHAD Manager, an emergency situation exists which makes immediate access necessary to protect the public health and safety, in which case no advanced notice is required, but the Wiedemann Ranch GHAD shall inform the landowner and/or resident as soon as reasonably possible. The Declarant hereby gives notice that the GHAD will acquire Access Rights immediately upon the execution of this Declaration. The GHAD, in its sole discretion, may elect not to exercise Access Rights until it accepts its maintenance responsibilities consistent with the Plan of Control.

3. GHAD Easement: For those properties within the GHAD Annexation Area that are not GHAD-owned Parcels, the Declarant hereby grants the Wiedemann Ranch GHAD a perpetual easement for the purposes and responsibilities set out in the Plan of Control and for maintaining certain Site Improvements as depicted in Exhibit B, and legally described in Exhibit A attached hereto, (the "GHAD Easement"). Such activities include, but are not limited to: (a) the inspection, maintenance, monitoring, and replacement of Site Improvements including, drainage ditches, storm drains, outfalls, and pipelines; (b) the monitoring, maintenance, and repair of slopes, including repaired or partially repaired landslides; and (c) the management of erosion and geologic hazards within the open space areas shown in the Plan of Control. The GHAD Easement shall become effective upon acceptance by the Wiedemann Ranch GHAD of its responsibilities and rights, the process by which is articulated in the Plan of Control. The Wiedemann Ranch GHAD has no maintenance responsibilities whatsoever to the Declarant or Property until and unless the Wiedemann Ranch GHAD accepts such responsibilities consistent with the Plan of Control.
4. Covenants Running with the Land: The Property shall be held, conveyed, hypothecated, encumbered, sold, leased, used, improved, and maintained subject to the limitations, covenants, conditions, restrictions, easements, rights of entry, and equitable servitude set forth in this Declaration, which are in furtherance of Declarant's plan for the uniform improvement and operation of the Property. All of the limitations, covenants, conditions, restrictions, easements, rights of entry, and equitable servitudes set out in this Declaration shall both benefit and burden the Property and shall run with and be binding upon and inure to the benefit of the Property and each parcel therein, and shall be binding upon and inure to the benefit of each owner, and every person having or acquiring any right, title or interest in and to all or any portion of the Property and their successors and assigns. Upon Declarant's conveyance of fee title to the Property, or any portion thereof, Declarant shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed, and the grantee of such conveyance shall be deemed to be the "Declarant," with all rights and obligations related thereto, with respect to that portion of the Property conveyed.
5. Hold Harmless: Declarant, or its successors and assigns, shall hold harmless, protect, and indemnify Wiedemann Ranch GHAD and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (collectively, "Wiedemann Ranch GHAD Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens, or judgments (each a "Claim" and, collectively, "Claims"): (1) for injury to or the death of any person, or physical damage to any property, related to or occurring on or about the GHAD Easement to the extent arising from the negligence or intentional

misconduct of Declarant, its employees, agents or contractors; or (2) related the existence of the GHAD Easement, exclusive of any Claims brought by Declarant.

6. Enforcement: The Wiedemann Ranch GHAD shall have the right but not the obligation to enforce the provisions of this Declaration.
7. Modification or Termination: This Declaration shall not be modified, amended, or terminated without the written consent of the Wiedemann Ranch GHAD.

Executed as of the Effective Date.  
Declarant:

Davidon Homes

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

Its: \_\_\_\_\_



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the Wiedemann Ranch Geologic Hazard Abatement District by the foregoing document titled "Declaration of Disclosures, Right of Entry and Restrictive Covenants", which is dated \_\_\_\_\_, 20\_\_\_\_ and executed by \_\_\_\_\_, is hereby accepted by the undersigned pursuant to authority conferred by Resolution No. \_\_\_\_-\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_. The Town of Danville, as grantee, consents to recordation of said "Declaration of Disclosures, Right of Entry and Restrictive Covenants".

\_\_\_\_\_  
ENGEO  
Wiedemann Ranch GHAD Manager

Date:

*Attest:*

\_\_\_\_\_  
ENGEO  
Wiedemann Ranch GHAD Clerk

*Approved as to form:*

\_\_\_\_\_  
Fennemore Wendel  
Wiedemann Ranch GHAD Attorney



## **APPENDIX D**

**CONDITIONS OF APPROVAL (COA) NUMBERS B.7, E.4,  
E.12, AND I.5  
IN TOWN OF DANVILLE RESOLUTION 46-2019**

COA No. B.7

*The applicant shall construct a public trail from Blackhawk Road near Street "A" to a point where the EVA connects to Diablo Road, as part of subdivision improvements. The trail design standard shall be that of a "Paved Trail" as described in the Townwide Trails Master Plan dated January 1989 and the Town's adopted Parks, Recreation, and Arts Strategic Plan dated July 2017. The trail shall be separate and distinct from any internal sidewalks within the subdivision. Signage, trash/recycling receptacles, doggy-bag dispensers, entry gates, and benches shall be provided as required by the Town according to current design standards. Maintenance of the trail improvements shall be provided by the project Homeowner's Association and/or the GHAD. The Town will have the responsibility for the future construction of the extension of the public trail from the EVA west along the south side of Diablo Road, as part of a future Capital Improvement Project. The exact design/alignment of the trail and construction timing will be determined by the Town at a future date.*

COA No. E.4

*The project proposes to preserve approximately 381 acres of the project site as open space. Areas to be preserved would be placed under a conservation easement or deed restriction to prohibit construction and preserve conservation value. The project proposes to create a geologic hazard abatement district (GHAD) to provide suitable funding for management and long-term maintenance of the site. Upland habitats shall be managed via a long-term management plan to maintain the quality of the habitat for the movement and dispersal of CRLF. Prior to construction, the project proponent shall retain a qualified biologist to prepare an open space management plan for the explicit purpose of managing and monitoring the proposed open space area. This plan shall be submitted to the Town of Danville for review and approval prior to issuance of grading permits. At a minimum this plan shall include the following components: ...*

- f. Define and identify the GHAD maintenance and management activities to manage the open space habitats to meet the stated goals of support habitat characteristics suitable for the CLRF. This would include suitable fencing so as to control access, limited cattle grazing or other procedures to manage grass height and forage production at levels that benefit the CRLF, and removal of trash.*
- g. Define the financial mechanism for the GHAD to manage the open space in perpetuity.*

COA No. E.12

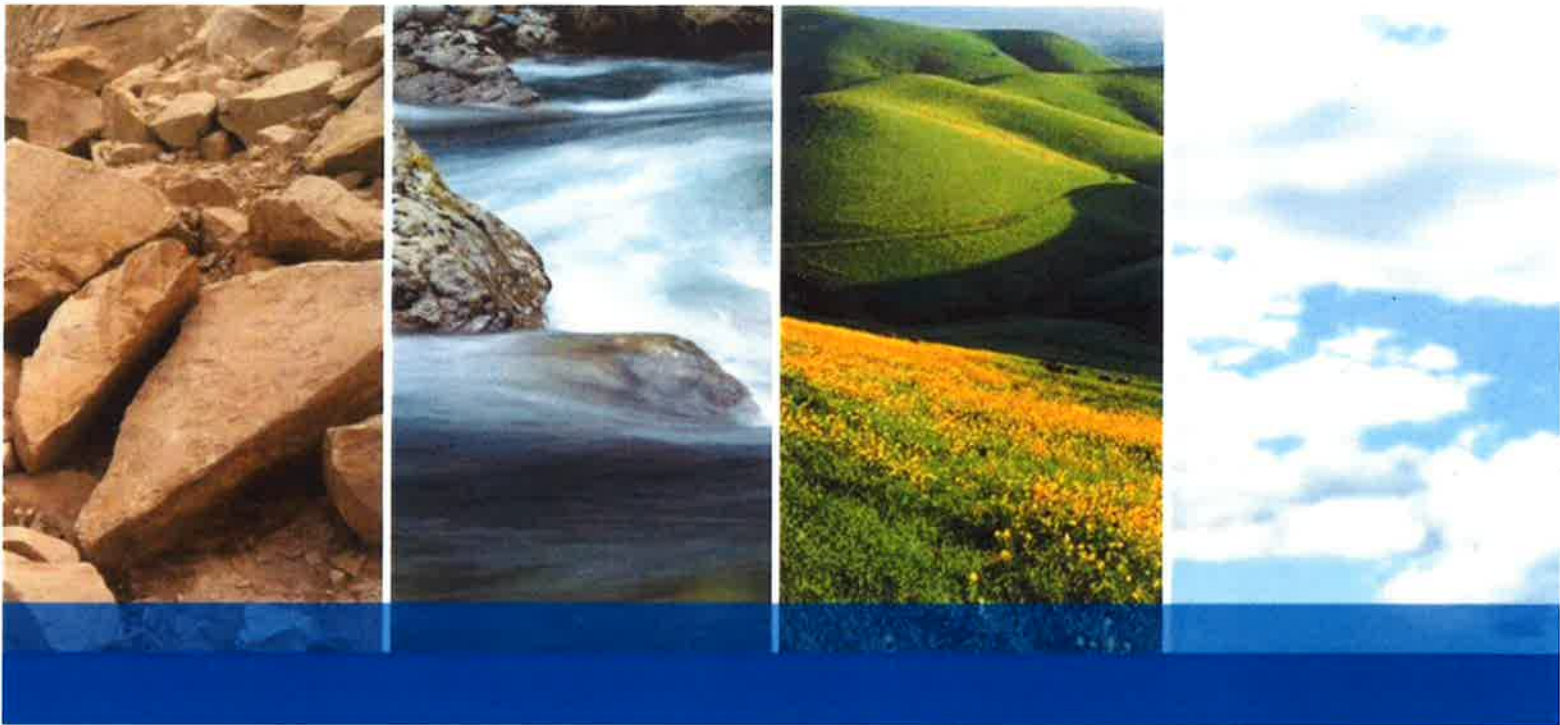
*The project proponent shall replace wetland and riparian habitat at a 1:1 replacement-to loss ratio. It is expected that all compensation measures can be accommodated within the 381 acres of the site proposed as open space. Prior to issuance of a grading permit, the project proponent shall retain a qualified biologist to prepare an onsite habitat mitigation and monitoring plan (HMMP) that includes both an aquatic habitat restoration plan and a riparian habitat restoration plan. The HMMP would specifically address the wetland and riparian habitats and is separate from the Open Space Management Plan identified in Mitigation 4.4-4, although there may be some overlap. The HMMP shall include the following components, at a minimum: ...*

- g. Define management and maintenance activities (weeding of invasives, providing for supplemental water, repair of water delivery systems) of proposed GHAD; and*

- h. Provide for assurance in funding the monitoring and ensuring that the created wetland and riparian habitats fall within lands to be preserved and managed into perpetuity. Confirm that the proposed GHAD will meet these responsibilities.*

COA No. 1.5

*A Geologic Hazard Abatement District (GHAD) shall be established or annexed into. The GHAD shall consider implementing measures to prevent, mitigate, abate, or control geologic hazards and also mitigate or abate structural hazards that are caused by geologic hazards. Said GHAD shall be established or the property annexed into a GHAD according to Public Resources Code §26500 et seq. The GHAD should consider owning or maintaining the approximately 381 acres of permanent open space. The GHAD should consider assuming responsibility for maintenance and upkeep of the detention basin, other stormwater pollution control and hydromodification facilities constructed as part of the project, and the future public trail to be constructed by the Town between the western EVA terminus and the western terminus of the trail near the Diablo Road/Alameda Diablo intersection. The GHAD should consider establishing a comprehensive plan to maintain the restored creek and bridge and provide corrective measures as needed. If any duties listed above are unable to be included as part of the GHAD's responsibilities, they shall be included as the responsibility of the project's Homeowner's Associations (HOA). An annual report regarding GHAD funding and activities shall be prepared for the first five years after the GHAD assumes responsibilities under the Plan of Control and submitted for review by the Town and made available for review by other watershed stakeholders.*

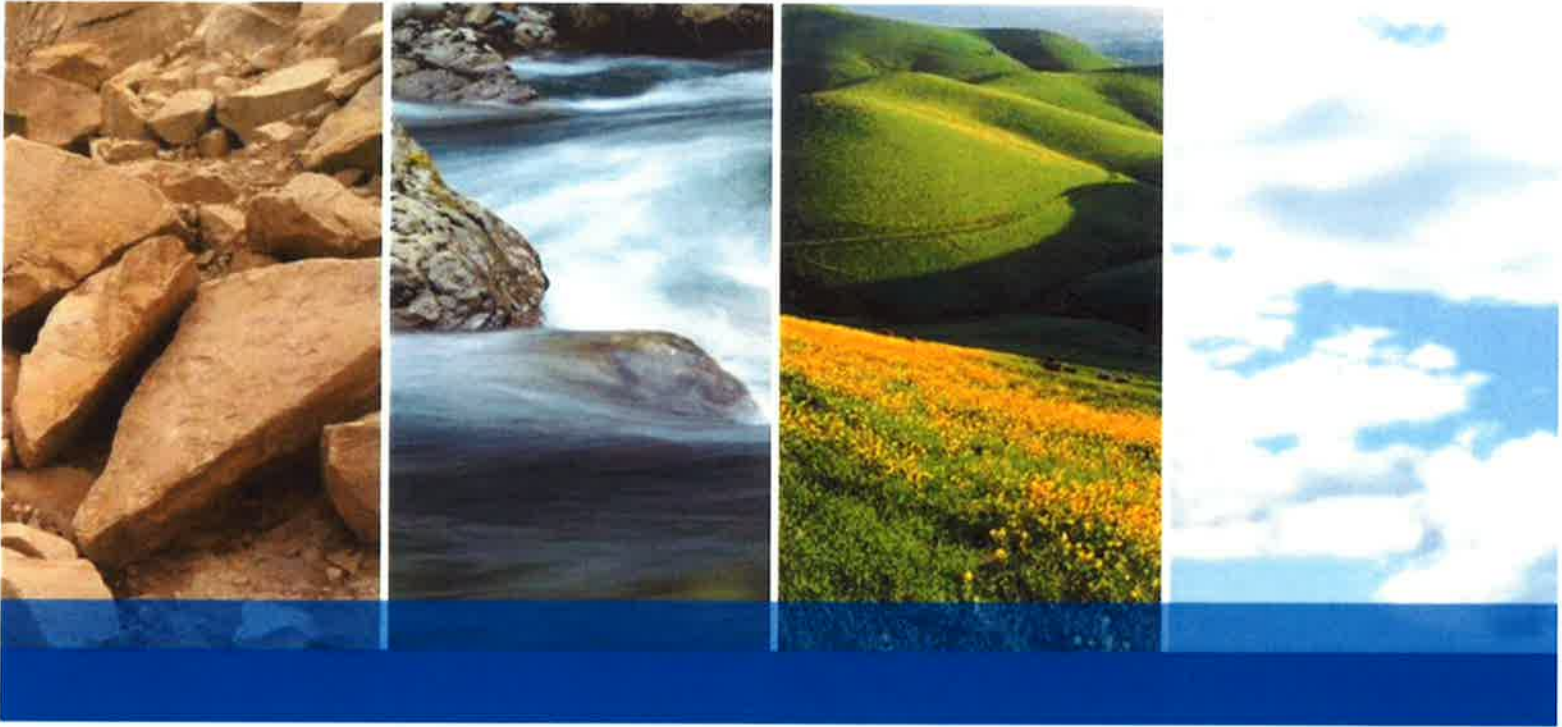


## **APPENDIX E**

### **SAMPLE TRANSFER APPLICATION FORM**







## **APPENDIX F**

**STORMWATER FACILITIES OPERATION AND  
MAINTENANCE PLAN  
FOR MAGEE PRESERVE, SUBDIVISION 9291**

**STORMWATER FACILITIES OPERATION AND  
MAINTENANCE PLAN**

**for**

**Magee Preserve  
Subdivision 9291**

March 2021

Project 091015IP

*prepared for:*

**Davidon Homes**

**1600 South Main Street, Suite 150**

**Walnut Creek, CA 94596**

**(925) 945-8000**

**Contact: Steve Abbs**

*prepared by:*

**Ruggeri Jensen Azar**

**4690 Chabot Drive, Suite 200**

**Pleasanton, CA 94588**

**(925)227-9100**

**Contact: Kirk Myers**



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**Attachments**

1. Stormwater Control Plan for Magee Preserve (Includes Plan)
2. Record drawings
3. Service agreements

**Abbreviations**

C.3	Provision C.3 in the Municipal Regional Stormwater Permit issued by the California Regional Water Quality Control Board for the San Francisco Bay Region
IMP	Integrated Management Practice
O&M Plan	Operations and Maintenance Plan
AD	Area Drain
BMP	Best Management Practices
CO	Cleanout
DMA	Drainage Management Area
DI	Drainage Inlet
INV	Invert Elevation
PERF	Perforated Pipe
SD	Storm Drain
SF	Square Feet

*This Stormwater Facilities Operation and Maintenance Plan was prepared using the template dated 4/2/2019.*

**I. INSPECTION AND MAINTENANCE LOG**

Facility Name	
Address	
Begin Date	End Date

Date	BMP ID#	BMP Description	Inspected by:	Cause for Inspection	Exceptions Noted	Comments and Actions Taken

**Instructions:** Record all inspections and maintenance for all treatment BMPs on this form. Use additional log sheets and/or attach extended comments or documentation as necessary.

- o BMP ID# — Always use ID# from the Operation and Maintenance Manual.
- o Inspected by — Note all inspections and maintenance on this form.
- o Cause for inspection — Note if the inspection is routine, pre-rainy-season, post-storm, annual, or in response to a noted problem or complaint.
- o Exceptions noted — Note any condition that requires correction or indicates a need for maintenance.
- o Comments and actions taken — Describe any maintenance done and need for follow-up.

**II. UPDATE TO DESIGNATION OF RESPONSIBLE INDIVIDUALS**

**\*\* Use this form to update the plan when responsible individuals change. \*\***

Date Completed	
Facility Name	
Facility Address	
<b>Designated Contact for Operation and Maintenance</b>	
Name:	Title or Position:
Telephone:	Alternate Telephone:
Email:	
<b>Off-Hours or Emergency Contact</b>	
Name:	Title or Position:
Telephone:	Alternate Telephone:
Email:	
<b>Corporate Officer (authorized to execute contracts with the City, Town, or County)</b>	
Name:	Title or Position:
Address:	
Telephone:	Alternate Telephone:
Email:	



#### **IV. INTRODUCTION**

This plan addresses operation and maintenance of facilities constructed as part of the following development project:

Subdivision 9291 – Magee Preserve.

The final, approved Stormwater Control Plan for this project is in Attachment 1.

#### **IV.A. Background**

This Stormwater Facilities Operation and Maintenance Plan (O&M Plan) is for facilities constructed as part of the development project referenced above. Construction of these facilities was required by Provision C.3 in the Municipal Regional Stormwater Permit issued by the California Regional Water Quality Control Board for the San Francisco Bay Region. Provision C.3 also requires the County/Town to verify ongoing operation and maintenance of stormwater treatment and hydromodification management facilities, and certain pervious pavement installations.

#### **IV.B. Associated Agreements**

This O&M Plan is referenced in an O&M Agreement between the property owner and the Town. The agreement, between Davidon Homes and the Town of Danville, grants the Town access to the property to conduct inspections and, if needed, to perform maintenance on the facilities at the owner's expense. The agreement also grants access for inspections to the Contra Costa Mosquito and Vector Control District (CCMVCD).

The property has been annexed into a Geologic Hazard Abatement District (GHAD), which provides funding for inspections and, if necessary, maintenance or replacement of the facilities.

As provided in the O&M Agreement, this O&M Plan may be modified, but only with the review and consent of the Town of Danville City Engineer. The official O&M Plan is the version which is on file at the Town of Danville Development Services Department at 510 La Gonda Way, Danville, CA. Any modifications made to the O&M Plan under the consent of the City Engineer must be filed at the Development Services Department.

#### **IV.C. Funding for and Organization of Facility Operation and Maintenance**

Funding and maintenance of stormwater treatment facilities and private storm drain infrastructure is by and for the homeowner's association for subdivision 9291 & 9320-Magee Preserve.

#### **IV.D. Site Description**

The Magee Preserve project (Project) is a planned residential development in the Town of Danville, Contra Costa County, California. The property encompasses roughly 410 acres located south of Diablo Road in Danville, California. The Magee Ranches is a portion of a historically larger ranch that was subdivided in the early 1980's. Currently, the property is used for cattle ranching activities.

Magee Preserve is one of the last remaining open areas available for development along the edges of the Town's development boundary; situated along the south side of Diablo Road between McCauley Road to the west and the older Magee Ranch (Subdivision 7669) to the east. The project is split into two development areas; the larger eastern area will develop the flat area along Green Valley Creek with 66 single family homes and supporting infrastructure, while preserving the adjacent upland areas

as permanent open space. The smaller western portion will develop three single family residential lots with supporting infrastructure off of McCauley Road near the intersection with Diablo Road.

Stormwater from the majority of the eastern subdivision is treated in the stormwater basin adjacent to the Emergency Vehicle Access (EVA)/Trail adjacent to Diablo Road. Smaller bio-retention planters along the project entry on Appaloosa treat stormwater runoff from the entry drive. Additional smaller bio-retention planters along the EVA treat stormwater from the EVA.

Stormwater from the smaller western subdivision is treated in a stormwater basin near the intersection of McCauley and Diablo Roads. Upland drainage from both subdivisions bypass the treatment facilities via underground pipes.

## **V. DESIGNATION AND TRAINING OF RESPONSIBLE INDIVIDUALS**

### **V.A. Designated Contact for Operation and Maintenance**

Davidon Homes  
TBD

### **V.B. Off-Hours or Emergency Contact**

TBD

### **V.C. Corporate Officer (authorized to execute agreements with the County)**

Steve Abbs  
Davidon Homes  
1600 South Main Street  
Walnut Creek, CA 94596  
(925)945-8000  
Sabbs@davidonhomes.com

### **V.D. Initial Training of Responsible Individuals**

Following completion of construction, the bioretention facilities will be maintained by the contractor during the warranty period (typically 1 year), except for routine policing for trash, which will be done by the owner's/ HOA/GHAD personnel. During this warranty period, the HOA/GHAD landscape maintenance crew will coordinate to meet with the contractor's personnel on-site during maintenance. At these times, the contractor's personnel will demonstrate proper maintenance procedures.

### **V.E. Ongoing Training of Responsible Individuals**

Within the homeowner's maintenance group, there will be one person designated to oversee maintenance of the site's BMPs. This person will keep copies of all project stormwater documents, including recorded agreements and stormwater management plans. This person will be familiar with all stormwater facilities and will be responsible for overseeing their maintenance and inspection.

## VI. FACILITIES TO BE MAINTAINED

### VI.A. Facility Descriptions

The site is treated by 6 bio-retention planters designated on the project plans and stormwater management plan as IMPs A-F. These facilities are passive, in-ground stormwater treatment facilities. Stormwater enters on the surface via overland flow or bubble-up drains where it percolates through an 18-inch layer of imported sandy loam material which is underlain by 12-33 inches of drain rock with perforated sub-drains which convey the treated stormwater to the underground storm system. Run-off in excess of

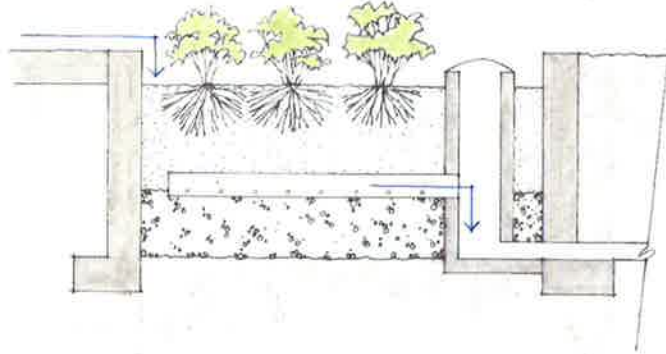


Figure [A]. Bioretention Cross-Section (schematic)

the volume requiring treatment drains directly to the underground system via overflow drains within the bio-retention area. These drains are purposefully set a minimum of 6 inches above finished grade. Bio-retention areas are landscaped with specific planting listed in the county stormwater guidelines.

The site also includes one self-retaining area. This area predominately impervious and retains the first inch of rainfall without generating runoff.

For a more detailed view of the bio-retention IMPs, see the Stormwater Control Plan exhibit in the attachments of the attached Stormwater Control Plan report for Magee Preserve.

#### VI.A.1. [Bio-retention Area A]

Bio-retention Area A is a large bio-retention basin (approximately 44,650 SF) treating runoff from DMA 1 which is comprised of approximately 253,200 SF of roofs, 242,482 SF of various pavements, and 634,264 SF of landscaping and other pervious surfaces. Runoff is collected and conveyed via an underground storm drain system and discharges directly to the basin.

#### VI.A.2. [Bio-retention Area B-1]

Bio-retention Area B-1 is a linear bio-retention area (approximately 800 SF) along Appaloosa Street treating runoff from DMA B-1 which is comprised of approximately 11,939 SF of asphalt and concrete, and 14,600 SF of landscaping and other pervious surfaces. Runoff drains overland and enters the IMP via curb openings.

#### VI.A.3. [Bio-retention Area B-2]

Bio-retention Area B-2 is a linear bio-retention area (approximately 500 SF) along Appaloosa Street treating runoff from DMA B-2 which is comprised of approximately 5,705 SF of asphalt and concrete, and 6,903 SF of landscaping and other pervious surfaces. Runoff drains overland and enters the IMP via curb openings.



#### VI.A.4. [Bio-retention Area B-3]

Bio-retention Area B-3 is a linear bio-retention area (approximately 300 SF) along Appaloosa Street treating runoff from DMA B-3 which is comprised of approximately 3,950 SF of asphalt and concrete, and 6,217 SF of landscaping and other pervious surfaces. Runoff drains overland and enters the IMP via through-curb drains.

#### VI.A.5. [Self-Retaining Area C]

Self-retaining Area C is the impervious area along the east side of Appaloosa Street that is graded to retain the first inch of runoff from approximately 19,445 SF of streets and 54,291 SF of landscaping and other pervious surfaces. Runoff drains overland and enters via through-curb drains.

#### VI.A.6. [Bio-retention Area D]

Bio-retention Area D is a linear bio-retention area (approximately 800 SF) along the EVA Street treating runoff from DMA 4 which is comprised of approximately 14,690 SF of asphalt and concrete, and 7,729 SF of landscaping and other pervious surfaces. Runoff drains overland and enters the IMP via through-curb drains.

#### VI.A.7. [Bio-retention Area E]

Bio-retention Area E is a linear bio-retention area (approximately 200 SF) along the EVA Street treating runoff from DMA 5 which is comprised of approximately 2,030 SF of asphalt and concrete, and 2,410 SF of landscaping and other pervious surfaces. Runoff drains overland and enters the IMP via through-curb drains.

#### VI.A.8. [Bio-retention Area F]

Bio-retention Area F is a large bio-retention basin (approximately 3,178 SF) treating runoff from DMA 6 which is comprised of approximately 15,000 SF of roofs, 12,117 SF of various pavements, and 37,376 SF of landscaping and other pervious surfaces. Runoff is collected and conveyed via an underground storm drain system and discharges directly to the basin.

## **VII. MAINTENANCE ACTIVITIES**

### **VII.A. General Maintenance Rules**

At no time will synthetic pesticides or fertilizers be applied, nor will any soil amendments, other than aged compost mulch or sand/compost mix, be introduced. The top of soil surface will be maintained at or near the design elevation throughout. Irrigation systems will be maintained to conserve water while maintaining plant health.

Although it is unlikely to be needed, if plants are not thriving compost tea may be applied at a recommended rate of 5 gallons mixed with 15 gallons of water per acre, up to once per year between March and June. Compost tea will not be applied when temperatures are below 50°F or above 90°F or when rain is forecast within the next 48 hours.

The following may be applied for pest control if needed:

- Beneficial nematodes

- Safer® products
- Neem oil

Plants may need to be replaced with the following mix as specified by the landscape architect [list species] or with similar plantings appropriate for the unique conditions.

### **VII.B. Maintenance Schedule**

Routine inspection and maintenance shall be continuously ongoing. Detailed inspections should occur as follows:

- Visual inspections shall be conducted monthly, particularly after heavy runoff, to ensure normal functioning. (i.e., no pooling, or blockage).
- Detailed inspections shall be conducted at least twice annually with inspections occurring (1) at the end of the wet season to schedule summer maintenance, (2) before major fall runoff in preparation for winter, and (3) after periods of heavy runoff. The objective of detailed inspections is to identify erosion, damage to vegetation, grass or plant height, debris, litter, areas of sediment accumulation, and pools/standing water

#### *VII.B.1. Routine Activities*

The facilities will be examined routinely for visible trash, and trash will be removed. Any graffiti, vandalism, or other damage should be noted and addressed within 48 hours.

The planted areas will be weeded by hand approximately monthly. At this time, plants will be inspected for health and the irrigation system will be turned on manually and checked for any leaks or broken lines, misdirected spray patterns etc. Any dead plants will be replaced.

Other typical routine maintenance performed will consist of the following:

- Inspect bio-retention areas for channels, exposure of soils, or other evidence of erosion. Clear any obstructions and remove any accumulation of sediment. Soils and plantings must be maintained.
- Inspect bio-retention areas regularly and after storms for damage.
- Observe soil at the bottom of the bio-retention areas for uniform percolation throughout. If portions do not drain within 48 hours after the end of a storm, the soil should be tilled and replanted. Remove any debris or accumulations of sediment.
- Examine the vegetation to insure that it is healthy and dense enough to provide filtering and to protect soils from erosion. Replenish mulch as necessary, remove fallen leaves and debris, prune large shrubs or trees and mow turf areas. Confirm that irrigation is adequate and not excessive. Replace dead plants and remove invasive vegetation.
- Abate any potential vectors by filling holes in the ground in and around the bio-retention areas and by insuring that there are no areas where water stands longer than 48 hours following the storm. If mosquito larvae are present and persistent, contact the Contra Costa County Vector Control District for information and advice. Only a licensed individual or contractor should apply Mosquito larvicides only when absolutely necessary and then only sparingly.
- Inspect storm drain pipes at inlets, cleanouts, or any other openings for debris or other obstructions. Remove as necessary.

- Inspect pervious asphalt for deposits of sediments. Clean pervious asphalt with commercial vacuum sweeper twice per year.
- Inspect and repair damaged pavers. Refer to the project record drawings for pervious paver installation.

#### *VII.B.2. Following Significant Rain Events*

A significant rain event will be considered to be one that produces approximately a half-inch or more rainfall in a 24-hour period. Within 24 hours after each such event, the following will be conducted:

- The surface of the facility will be observed to confirm there is no ponding.
- Inlets will be inspected, and any accumulations of trash or debris will be removed. Any erosion at inlets should be restored to grade.
- The surface of the mulch layer will be inspected for movement of material. Mulch will be replaced and raked smooth if needed.
- Outlet structure will be inspected for any obstructions to assure that mulch is not washed out.

#### *VII.B.3. Prior to the Start of the Rainy Season*

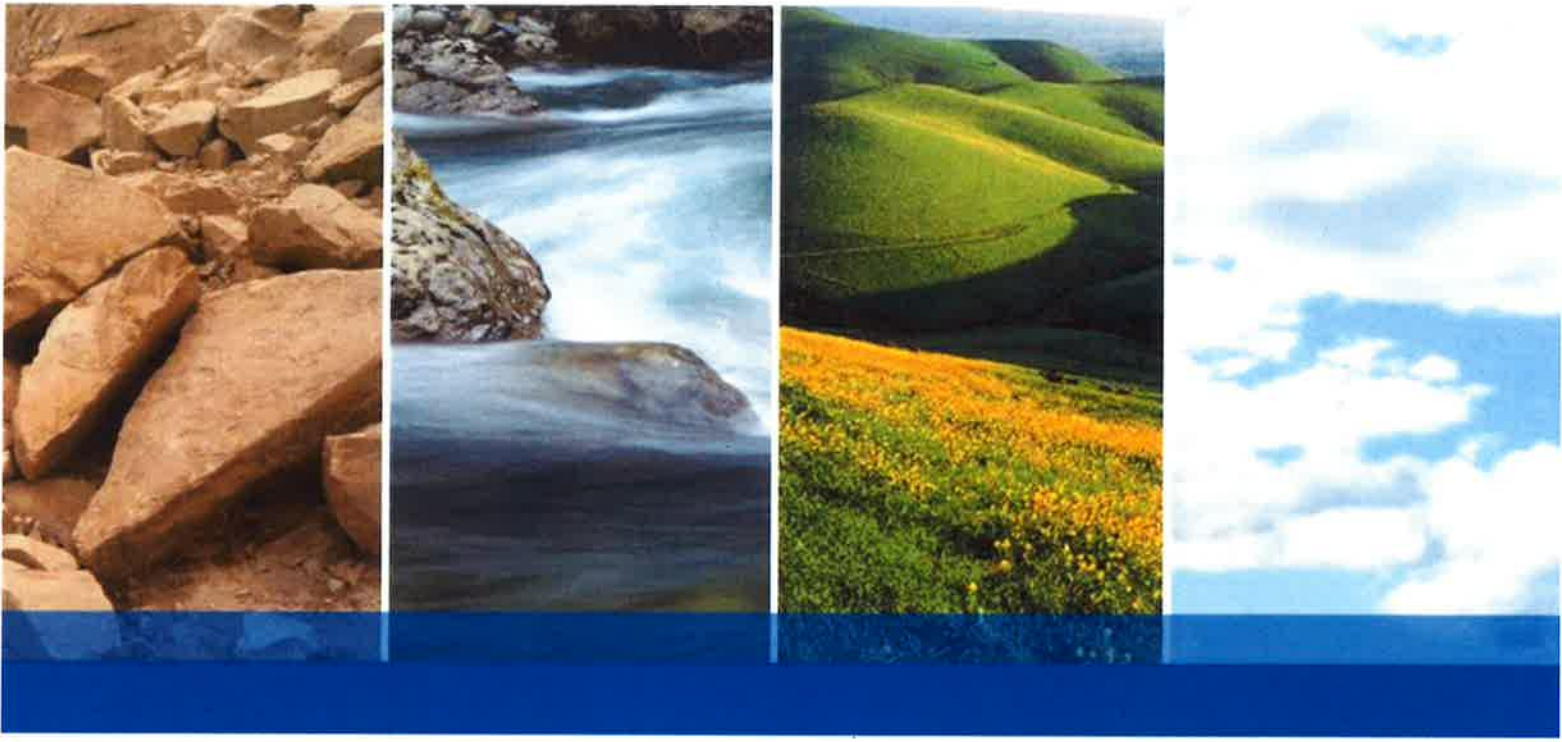
In September of each year, facility inlets and outlets will be inspected to confirm there is no accumulation of debris that would block flow. Stormwater should drain freely into the bioretention facilities. If not previously addressed during monthly maintenance, any growth and spread of plantings that blocks inlets or the movement of runoff across the surface of the facility will be cut back or removed.

If the facilities are not completely drained within 48 hours, the underdrain may be clogged. Check the overflow outlet to determine if the underdrain is performing properly. There should be no filter fabric or geotextile in the horizontal layers or wrapped at the underdrain. If the underdrain is working, the bioretention media may contain fines. Replace material with mixture of 30-40% aged compost and 60-70% washed granular sand, no fines.

#### *VII.B.4. Annually During Winter*

Once, in December – February of each year, vegetation will be cut back as needed, debris removed, and plants and mulch replaced as needed. The concrete work will be inspected for damage. The elevation of the top of soil and mulch layer will be confirmed to be consistent with the 6-inch reservoir depth.

## Attachments



**ENGEO**  
— Expect Excellence —



Contra  
Costa  
County

To: Board of Supervisors  
From: Thomas L. Geiger, County Counsel  
Date: August 15, 2023

**Subject:** Public report of litigation settlement agreements that became final during the period of May 1, 2023, through July 31, 2023.

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**RECOMMENDATION(S):**

RECEIVE public report of litigation settlement agreements that became final during the period of May 1, 2023, through July 31, 2023, as recommended by County Counsel.

**FISCAL IMPACT:**

Settlement amounts are listed below.

**BACKGROUND:**

Two agreements to settle pending litigation, as defined in Government Code section 54956.9, became final during the period of May 1, 2023, through July 31, 2023.

*Tree City, LLC v. Contra Costa County*, Contra Costa County Superior Court Case No. MSC22-00304. On June 13, 2023, the Board of Supervisors approved a settlement in this lawsuit involving County-owned property along the Iron Horse Trail in San Ramon. Under the settlement, the plaintiff will pay an annual license fee for its use of County property, beginning at \$25,000 the first year and increasing by 2% each subsequent year. The Board approved the settlement in closed session by a 5-0 vote. The Board approved a license agreement with the plaintiff in open session on June 13, 2023. The settlement agreement was fully executed on July 19, 2023.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Monika L. Cooper, Assistant County Counsel,  
(925) 655-2200

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Judon Cherry v. Contra Costa County Fire Protection District, et al., United States District Court Case No. 4:22-cv-02748-YGR: On July 18, 2023, the Board of Supervisors approved by a vote of 4-0 (Glover absent) a settlement in this employment case involving the Contra Costa County Fire Protection District. The settlement agreement for \$565,000 was fully executed on July 23, 2023. The funding source is the Risk Management Liability Internal Service Fund.

This report includes final settlements of litigation matters handled by the Office of the County Counsel. This report does not include litigation settlements that were reported by the Risk Management Division of the County Administrator's Office as a consent item on the Board's open session agenda.

CONSEQUENCE OF NEGATIVE ACTION:

The report would not be accepted.



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Caoile, Director of Risk Management  
Date: August 15, 2023

Subject: Final Settlement of Claim, Sharlene Hanaway vs. Contra Costa County

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**RECOMMENDATION(S):**

RECEIVE this report concerning the final settlement of Sharlene Hanaway and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$110,154.

**FISCAL IMPACT:**

Workers' Compensation Internal Service Fund payment of \$110,154.

**BACKGROUND:**

Attorney Regina McClellan, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Sharlene Hanaway vs. Contra Costa County. The Board's August 1, 2023, closed session vote was: Supervisors Gioia, Andersen, Burgis, Carlson and Glover - Yes. This action is taken so that the terms of this final settlement and the earlier August 1, 2023, closed session vote of this Board authorizing its negotiated settlement are known publicly.

**CONSEQUENCE OF NEGATIVE ACTION:**

Case will not be settled.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Karen Caoile, 925-335-1400

By: , Deputy

cc:





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: August 15, 2023

Subject: claims

---

**RECOMMENDATION(S):**

DENY claims filed by James & Susan Blair, Sherry Brown, Myrna Canaya, Iris Cruz, Christine Dang, Richard & Toni Davies, Melinda Duran, Judy Horvath, Star Joshua, Melanie Knight, Francis & Tamara Martin, Misty Lea McSorley, Robert Earl Mosley Jr., Alan Silveira, Brandon Silveira, Stanford Health Care, Liana Tellez, Scott Tinsley(2), Sofia Vera, Nicholas Warner, Farmers Insurance, a subrogee of Esther Jones, Subro Claims, on behalf of Geico Insurance a subrogee of Zara Dana, and USAA Casualty Insurance Company, a subrogee of James Patrick Dailey.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

James & Susan Blair: Property claim for damage to trees in an amount to be determined.  
Sherry Brown: Personal injury claim for trip and fall in the amount of \$1,000,000.  
Myrna Canaya: Property claim for damage to vehicle in the amount of \$597.52.  
Iris Cruz: Personal injury claim related to automobile accident in an

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Risk Management

By: , Deputy

cc:

BACKGROUND: (CONT'D)

undisclosed amount.

Christine Dang: Property claim for lost phone in the amount of \$3,000.

Richard & Toni Davies: Property claim for flood damage to home in an amount to exceed \$500,000.

Melinda Duran: Personal injury claim for trip and fall in an amount to exceed \$100,000.

Judy Horvath: Property claim for damages to yard in the amount of \$400.

Star Joshua: Class action claim for data breach in an amount to exceed \$10,000.

Melanie Knight: Personal injury claim related to wheelchair fall in an amount to exceed \$10,000.

Francis & Tamara Martin: Property claim for damage from fallen tree in the amount of \$17,371.

Misty Lea McSorley: Personal injury claim for trip and fall in an amount to exceed \$1,000,000.

Robert Earl Mosley Jr.: Civil rights claim for wrongful seizure of property in the amount of \$15,000.

Alan Silveira: Property claim related to auto accident in the amount of \$7,809.25.

Brandon Silveira: Personal injury claim relate to automobile accident in the amount of \$15,615.12.

Stanford Health Care: Breach of contract claim for unreimbursed medical treatment in the amount of \$169,136.79.

Liana Tellez: Property and personal injury claim for damages to car and person in an undetermined amount.

Scott Tinsley(2): Personal injury claim for an assault by patient at hospital in an amount to exceed \$25,000.

Sofia Vera: Personal injury claim related to school field trip in the amount of \$10,000,000.

Nicholas Warner: Personal injury claim related to bicycle accident in an amount to be determined.

Farmers Insurance as subrogee of Esther Jones: Property claim for damage to vehicle in the amount of \$3,377.37.

Subro Claims on behalf of Geico Insurance as subrogee of Zara Dana: Property claim for damage to vehicle in the amount of \$9,429.46.

USAA Casualty Insurance Company as subrogee of James Patrick Dailey: Property claim for damage to vehicle in the amount of \$8,837.86.

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: Contra Costa County Fire Protection District Board of Directors  
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District  
Date: August 15, 2023

Subject: Claims

---

**RECOMMENDATION(S):**

Acting as the governing board of the Contra Costa County Fire Protection District, DENY claim filed by Pete Avila Sr. and Jennifer Avila.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Pete Avila Sr. & Jennifer Avila: Property claim for damage to vehicle in the amount of \$2,375.28.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Risk Management

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Joseph Villarreal, Executive Director  
Date: August 15, 2023

Subject: Claims

---

**RECOMMENDATION(S):**

Acting as the governing board of the Contra Costa Housing Authority, DENY claim filed by A. Tidwell and A. Tidwell, as Guardian ad Litem for R.B. Jr. and J.B.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Avery Tidwell & Avery Tidwell, as G.A.L for R.B. Jr. & J.B.: Habitability claim for injuries resulting from poor living conditions in an amount in excess of \$25,000.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Risk Management

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Lori Cruz, Child Support Services Director  
Date: August 15, 2023

Subject: Child Support Awareness Month and its Associated Department, Child Support Services

---

**RECOMMENDATION(S):**

PROCLAIM the month of August 2023 as “Child Support Awareness Month” in Contra Costa County; and ACCEPT the following presentation from the Department of Child Support Services.

**FISCAL IMPACT:**

There is no fiscal impact for this action.

**BACKGROUND:**

In August 1995, President Bill Clinton officially proclaimed August as National Child Support Awareness Month to ensure America’s continued focus on child support and paternity establishment efforts. States across the country continue to observe National Child Support Awareness Month every August by celebrating the strides they have made to ensure that children receive the financial and emotional support they deserve from their parents.

Each year in California, the Governor proclaims August as Child Support Awareness Month. This year’s theme, “Different Wants, Different Needs, One Shared Goal” in partnership with California Child Support Services and the 47 county and regional child support agencies, recognizes the importance of working with diverse coparents to meet their individual needs and achieve the shared goal of seeing their children thrive. Child support professionals are dedicated to assisting parents and legal guardians in providing consistent support for their children and understand that one size does not fit all.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Jessica Shepard, 925-313-4454

By: , Deputy

cc:

BACKGROUND: (CONT'D)

In 2022-23, Contra Costa County Department of Child Support Services (DCSS) served over 23,000 children and collected more than \$55 million dollars, where 90% of collections were sent directly to families. Reliable child support payments contribute to the stability of families which leads to less poverty, increased likelihood of children achieving academic dreams, greater parental involvement, and a decreased use of public assistance programs.

The DCSS team requests your board proclaim the month of August 2023 as Child Support Awareness Month in Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

If this presentation is not accepted, members of the public may not receive important information about the Department of Child Support Services.

ATTACHMENTS

Child Support Awareness Month Presentation

State Memo



# Child Support Awareness Month

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“Different Wants, Different Needs, Same Shared Goal”



# Why do we have a child support awareness month?

- In 1995, President Bill Clinton proclaimed August as National Child Support Awareness Month to ensure America's continued focus on child support and paternity establishment efforts.
- All 50 states join in to recognize the strides made to ensure that children receive the financial and emotional support they deserve from their parents.
- This month, Governor Newsom proclaimed Child Support Awareness with the 2023 theme; Different Wants, Different Needs, Same Shared Goal which recognizes the importance of working with diverse coparents to meet their individual needs and achieve their shared goal of seeing their children thrive.





## OFFICE OF THE GOVERNOR

August 2023

### ***Child Support Awareness Month***

California's incredible diversity, including many varied family structures and backgrounds, is a point of pride and one of the state's greatest strengths. California Child Support Services works to connect families of all kinds with the vital resources they need to care for their children.

In recent years, the state has adapted to improve these services for individuals and families – from technological advances like virtual court hearings and online enrollments for services to new legislation putting the support of families front and center during difficult economic times. Each successful implementation and improvement in service delivery brings us closer to a California for all.

This year's Child Support Awareness Month, themed *Different Wants, Different Needs, One Shared Goal*, recognizes the importance of working with diverse co-parents to meet their individual needs and achieve the shared goal of seeing their children thrive. Child support professionals are dedicated to assisting parents and legal guardians in providing consistent support for their children and understand that one size does not fit all.

Co-parents navigating the child support system can enroll online or inquire at any of the 47 local agencies statewide for help with every phase of the process, including adapting support orders to changes in circumstances and in some cases, avoiding the court process entirely. During Child Support Awareness Month, I commend the hardworking public servants who support modern California families through their neutral, helpful and fair services.

Sincerely,



Gavin Newsom



# CALIFORNIA CHILD SUPPORT PROGRAM

Child Support Services are available to the general public through a network of 47 county and regional Agencies.

## Core Services

 Offered by the Child Support Program	 Not Offered by the Child Support Program
Locating Parents	Divorce
Establish Parentage	Custody
Establish and Enforce Child Support Orders	Visitation
Modify Existing Orders	Restraining Orders
Stellar Customer Service	Establish Spousal Support Orders



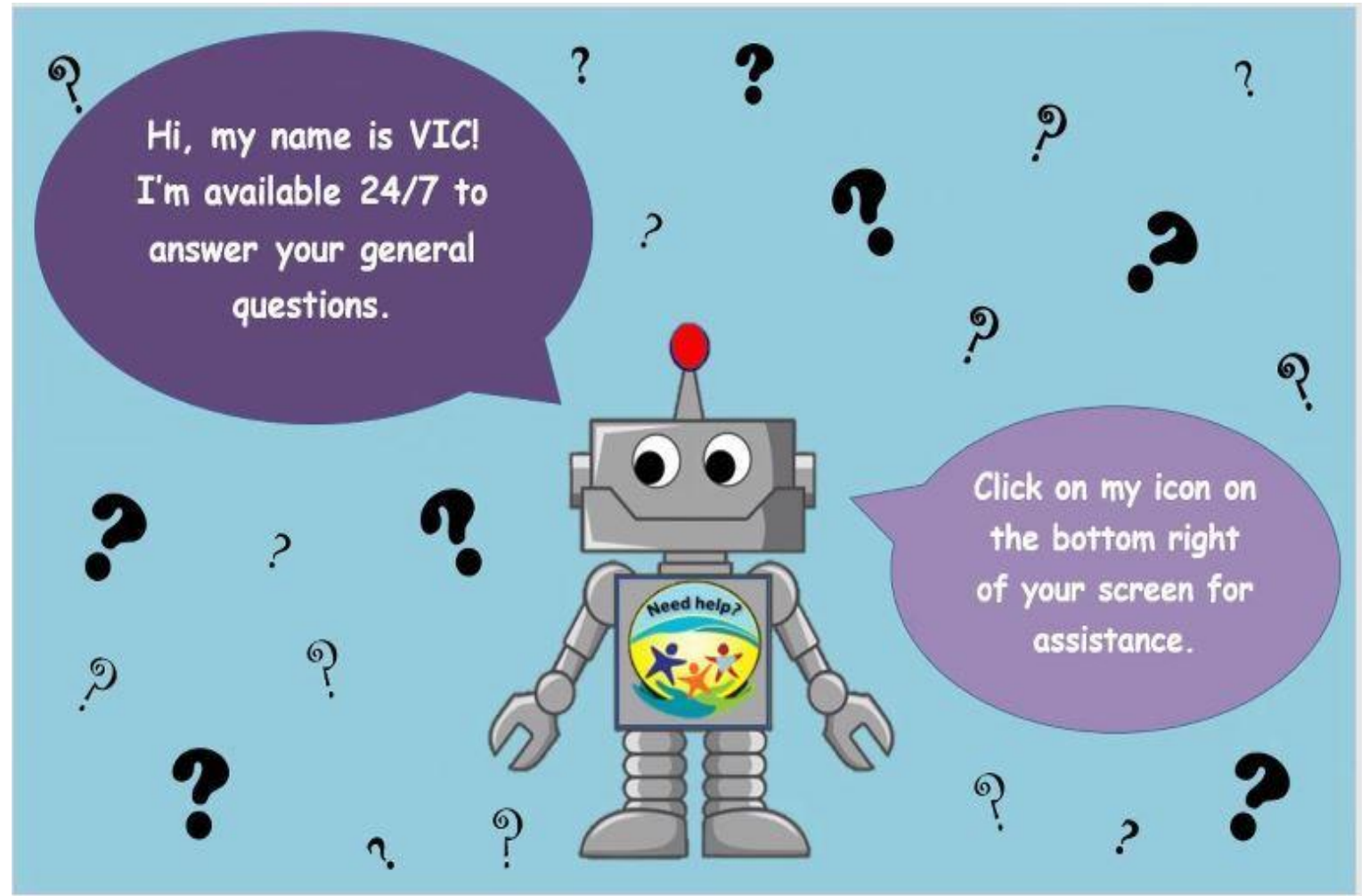
# WHO WE SERVE



We serve parents, legally acknowledged guardians, attorneys, employers, and other CA Counties, U.S. States and Territories, and other Countries, as well!



DCSS  
addressing  
different  
wants and  
different  
needs







# Video Chat with a Caseworker

Click image to chat Monday – Friday, 8:00AM – 4:30PM

Haga clic en la imagen para conversar de lunes a viernes de  
8:00AM – 4:30PM







# Meeting Different Needs and Wants

- Bilingual Language Caseload and Caseworkers
- Virtual Court Appearances
- Improved Customer Focus Via Outreach Opportunities









## OFFICE OF THE GOVERNOR

August 2023

### ***Child Support Awareness Month***

California's incredible diversity, including many varied family structures and backgrounds, is a point of pride and one of the state's greatest strengths. California Child Support Services works to connect families of all kinds with the vital resources they need to care for their children.

In recent years, the state has adapted to improve these services for individuals and families – from technological advances like virtual court hearings and online enrollments for services to new legislation putting the support of families front and center during difficult economic times. Each successful implementation and improvement in service delivery brings us closer to a California for all.

This year's Child Support Awareness Month, themed *Different Wants, Different Needs, One Shared Goal*, recognizes the importance of working with diverse co-parents to meet their individual needs and achieve the shared goal of seeing their children thrive. Child support professionals are dedicated to assisting parents and legal guardians in providing consistent support for their children and understand that one size does not fit all.

Co-parents navigating the child support system can enroll online or inquire at any of the 47 local agencies statewide for help with every phase of the process, including adapting support orders to changes in circumstances and in some cases, avoiding the court process entirely. During Child Support Awareness Month, I commend the hardworking public servants who support modern California families through their neutral, helpful and fair services.

Sincerely,

A handwritten signature in black ink, appearing to read "Gavin Newsom", written over a horizontal line.

Gavin Newsom





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

Subject: Recognizing Orlando Magdaleno for his 20 years of service to Contra Costa County.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Ricky Williams, (925) 313-7072

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2023/532

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

In the matter of:

**Resolution No. 2023/532**

**Recognizing Orlando Magdaleno for his 20 years of service to Contra Costa County.**

**WHEREAS** Orlando Magdaleno began his career with Contra Costa County on May 1, 2003 as a Temporary Equipment Mechanic within the Fleet Services Division of the General Services Department; and

**WHEREAS** on January 25, 2006, Orlando was recognized for excellent attendance and his commitment and dedication to the Division and Department for the year of 2005; and

**WHEREAS** on March 12, 2009, Orlando was recognized by the Director of Airports for his outstanding customer service, patience, and attention to detail on the Emergency ARFF Vehicles; and

**WHEREAS** on July 20, 2011, Orlando was commended for being an extremely hard-working individual utilizing his innovative skills in the outstanding work to upfit the Office of the Sheriff Watch Commander Vehicles; and

**WHEREAS** in 2013, Orlando and the Fleet Services Division received a nomination for the J. Michael Walford Team of The Year Award for their willingness, ability, desire to be the best, and the steps they took to address things that could be improved as a team; and

**WHEREAS** on November 12, 2019, Orlando was promoted to Lead Fleet Technician where he currently provides direction, coordinates, prioritizes, and assigns work to 10 subordinates in the Fleet maintenance shop; and

**WHEREAS** during his career with Public Works Fleet Services Orlando Magdaleno has continuously enhanced his skills through work experience and education and has obtained Master Automotive and Master Medium/Heavy Truck Technician certifications from the National Institute for Automotive Service Excellence (ASE) to provide excellent service performing preventive maintenance and repairs on the County's Fleet Vehicles and Equipment; and

**NOW, THEREFORE, IT IS BY THE BOARD RESOLVED**, that the Board of Supervisors does hereby recognize and honor Orlando Magdaleno for his 20 years of dedicated service to Contra Costa County and for the high quality of work performed by him during his career.

\_\_\_\_\_  
**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: August 15, 2023

Monica Nino, County Administrator

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





Contra  
Costa  
County

To: Board of Supervisors

From: Ken Carlson

Date: August 15, 2023

Subject: In the Matter of Recognizing Monument Impact for Dedicated Service to our Community.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Colleen Awad, 925-655-2350

By: , Deputy

cc:

ATTACHMENTS

Resolution

2099/662

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

In the matter of:

**Resolution No. 2099/662**

**In the Matter of Recognizing Monument Impact for your service to our community.**

**WHEREAS**, Monument Impact's mission is to advance economic and racial equity in Contra Costa County by integrating advocacy with critical learning opportunities to ensure immigrants, refugees, and community members with low incomes have the power, skills and relationships to secure living-wage jobs, stable housing, and good health; and

**WHEREAS**, Monument Impact's integrated programs focus on building workforce skills, promoting mental and physical health, and ensuring the voice of immigrant, refugee, and low-income communities are heard on critical local issues impacting these families; and

**WHEREAS**, Monument Impact was founded in 2001 and has three pillars for their programs: asset building, community engagement, and healthy community; and

**WHEREAS**, the asset building pillar includes the Technology For Success Program, the Emerging Business Support Program, and the Employment Readiness for CalWORK's participants; and

**WHEREAS**, the community engagement pillar includes the Day Labor Program, the Civic Engagement and Leadership Development program, immigration services, and Neighborhood Action Teams; and

**WHEREAS**, the health community pillar includes Mentas Positivas en Acción, the Diabetes Empowerment Education Program, Community Health Advocacy, and Monument Moves; and

**WHEREAS**, in 2020, Monument Impact launched its \$2 million Monument Relief & Recovery Fund to provide financial aid and rental assistance for nearly 3,000 undocumented families hardest hit by the COVID-19 pandemic; and

**WHEREAS**, with job losses putting families at risk of losing their homes, tenant organizing, and tenant legal clinics were expanded into East Contra Costa, and all programs pivoted to online formats allowing Monument Impact to reach over 10,000 people in programs, Census 2020, Get Out the Vote, and other campaigns during the COVID-19 pandemic; and

**WHEREAS**, the Day Labor Center connects members to 10,350 daily job placements and has provided health and safety workshops and skill development opportunities every year; and

**WHEREAS**, Monument Impact's Promotoras have reached over 47,000 residents in central and east Contra Costa with vaccine outreach and appointment assistance; and

**WHEREAS**, Monument Impact has launched ELEVATE Concord, which is a family economic equity pilot and the first guaranteed income program in Concord where 120 families, will be provided with a monthly \$500 stipend for one year.

**Now Therefore Be It Resolved** that the Board of Supervisors does hereby honor Monument Impact for your dedication and hard work in job training, housing stability, and mental health in our community.

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

Chair, District I Supervisor

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

District II Supervisor

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

District III Supervisor

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

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

District IV Supervisor

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: August 15, 2023

Monica Nino, County Administrator

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



Contra  
Costa  
County



To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: August 15, 2023

**Subject: PROCLAIMING NATIONAL HEALTH CENTER WEEK IN CONTRA COSTA COUNTY AUGUST 6 - 12, 2023**

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Max Perry, (415) 450-0774

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2023/533

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

In the matter of:

**Resolution No. 2023/533**

**Proclaim August 6-12, 2023 National Health Center Week**

**WHEREAS**, for over 50 years, America’s community health centers have provided high-quality, cost effective, equitable, and accessible primary and preventative care regardless of ability to pay; and

**WHEREAS**, Contra Costa community health centers welcome all, address the needs of all populations and promote health equity; and

**WHEREAS**, Contra Costa community health centers reduce healthcare disparities, overcome barriers to healthcare access, including geography, income, insurance status, and measurably improve the health and wellbeing of their patients; and

**WHEREAS**, Contra Costa community health centers continue to be strong partners with the County of Contra Costa; and

**WHEREAS**, Contra Costa community health centers are the core safety-net providers to our most vulnerable populations, many of which are at increased risk for chronic diseases, infectious diseases, and poor health outcomes; and

**WHEREAS**, Contra Costa community health centers have promoted innovative ways to provide preventative and primary care to patients such as telehealth; by ensuring patients can access basic necessities like food, housing resources, by advocating for additional resources and supports for their patients; and

**WHEREAS**, Community health centers are the health care home for over 30 million Americans in over 14,000 communities across the nation, with one in every 5 California residents receiving their care at a community health center; and

**WHEREAS**, National Health Center Week offers the opportunity to honor Contra Costa’s community health centers, and acknowledge their mission-driven staff, volunteers, and board members for their service.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Contra Costa hereby proclaims the week of August 6–12, 2023 as “National Health Center Week” in Contra Costa County and encourages residents to celebrate the important partnership between Contra Costa ‘s community health centers and the communities they serve.

\_\_\_\_\_  
**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: August 15, 2023

Monica Nino, County Administrator

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



To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: August 15, 2023

Subject: APPOINTMENT TO THE FAMILY AND CHILDREN'S TRUST COMMITTEE

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**RECOMMENDATION(S):**

REAPPOINT Mary Flott, Alamo resident, to the District II seat on the Family and Children's Trust Committee for a two-year term with an expiration date of September 30, 2025, as recommended by Supervisor Candace Andersen.

**FISCAL IMPACT:**

NONE

**BACKGROUND:**

In 1982 the Board of Supervisors established the Family and Children's Trust (FACT) Committee to make recommendations regarding the allocation of funds for the prevention and intervention services to reduce child abuse and neglect, provide support services for families with children, and promote a more coordinated seamless system of services. In addressing the needs of the community focusing on prevention and intervention services to reduce child abuse and neglect, FACT maintains a committee comprised of individuals

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Jill Ray, 925-655-2300

By: , Deputy

cc: District 2 Supervisor, Maddy Book, FACT, Appointee

BACKGROUND: (CONT'D)

with diverse knowledge, backgrounds, and community perspectives regarding community needs to serve families with children.

Supervisor Andersen advertised the vacancy, received and reviewed applications. Ms. Flott requested reappointment and Supervisor Andersen has been pleased with Ms. Flott's involvement on FACT over the years and would like her to continue for another term.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will be vacated.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra  
Costa  
County

To: Board of Supervisors  
From: Marla Stuart, Employment and Human Services Director  
Date: August 15, 2023

Subject: Advisory Council on Aging (ACOA) - Resignations

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**RECOMMENDATION(S):**

ACCEPT the resignation of Martin Aufhauser, Eric Freitag, and Nuru Neemuchwalla from the Advisory Council on Aging, DECLARE vacancies in the Town of Moraga, City of Walnut Creek, and Member-at-Large #12 seats of the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancies.

**FISCAL IMPACT:**

There is no fiscal impact for this action.

**BACKGROUND:**

Mr. Aufhauser was appointed by the Board of Supervisors as the Town of Moraga representative to the ACOA on June 16, 2020. He chose not to renew his membership which ends on September 30, 2023.

Dr. Freitag was appointed by the Board of Supervisors as the City of Walnut Creek representative to the ACOA on July 13, 2021. The current term ends on September 30, 2023.

Mr. Neemuchwalla was appointed by the Board of Supervisors as to the Member-at-Large #12 seat on May 12, 2012. The current term ends on September 30, 2024.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Tracy Story (925) 608-4960

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The Advisory Council on Aging provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging issues. In collaboration with the Area Agency on Aging, the Council provides a means for countywide planning, cooperation and coordination to improve and develop services and opportunities for older residents of this County.

CONSEQUENCE OF NEGATIVE ACTION:

The Advisory Council on Aging may not be able to conduct routine business.





Contra  
Costa  
County

To: Board of Supervisors  
From: Esa Ehmen-Krause, County Probation Officer  
Date: August 15, 2023

**Subject:** Appointment to the (2) At-Large Youth Representative Seats and (2) At-Large Seats on the Juvenile Justice Coordinating Council

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**RECOMMENDATION(S):**

APPOINT Anya Ayyappan and Ian Cohen to the At-Large Youth seats 1 and 2 and Tumani Drew and Raymond Chimezie to the At-Large Community Representative seats 1 and 2 on the Juvenile Justice Coordinating Council (JJCC) for a term ending on August 15, 2025, as recommended by the Public Protection Committee.

**FISCAL IMPACT:**

No fiscal impact from the nomination of individuals to serve on the JJCC. Service on the JJCC is uncompensated.

**BACKGROUND:**

The Juvenile Justice Coordinating Council (JJCC) is a multiagency advisory body that informs the development and implementation of a countywide juvenile justice plan. As a result of two At-Large Youth vacancies and two At-Large Community Representative vacancies, the Probation Department conducted a countywide recruitment effort to identify candidates interested in serving on this advisory body.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Deborah Caldwell 9253134188

By: , Deputy

cc:

BACKGROUND: (CONT'D)

In response to the recruitment press release, Probation received a total of nine (9) applications, six (6) for the At-Large Youth seats and three (3) At-Large Community Representative seats prior to the deadline on July 17. All applicants were invited to participate in public interviews scheduled for the August 7, 2023, Public Protection Committee (PPC) meeting. On August 7, 2023, the PPC interviewed Anya Ayyappan, Ian Cohen for the At-Large Youth seats and Tumani Drew and Raymond Chimezie for the At-Large Representative seats and motioned to move Anya Ayyappan, Ian Cohen, Tumani Drew and Raymond Chimezie applications to the Board of Supervisors for appointment for the two-year term. (See Attachments A, B, C, D)

The PPC voted unanimously to recommend Anya Ayyappan, Ian Cohen to the At-Large Youth seats and Tumani Drew and Raymond Chimezie to the At-Large Representative seats. Anya Ayyappan and Ian Cohen lives and go to school in Contra Costa County Tumani Drew works in Contra Costa County for Young Women's Freedom Center and Raymond Chimezie lives in Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the At-Large Youth seats and the At-Large Representative seats will remain vacant and the Juvenile Justice Coordinating Council (JJCC) will be unable to reach quorum.

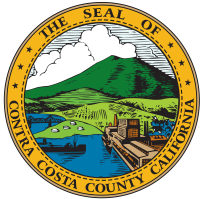
ATTACHMENTS

Attachment A-Anya Ayyappan

Attachment B-Ian Cohen

Attachment C-Tumani Drew

Attachment D-Raymond Chimezie



Contra  
Costa  
County

**Print Form**

Please return completed applications to:

Clerk of the Board of Supervisors

1025 Escobar Street, 1st Floor

Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

### **BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION**

<b>First Name</b> Anya	<b>Middle Initial</b> 	<b>Last Name</b> Ayyappan	
<b>Home Address - Street</b> 	<b>City</b> 	<b>State</b> 	<b>Postal Code</b> 
<b>Primary Phone (best number to reach you)</b> 	<b>Email Address</b> 		
<b>Resident of Supervisorial District</b> (if out of County, please enter N/A): Candace Andersen <a href="#">District Locator Tool</a>			
<b>Do you work in Contra Costa County?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>If Yes, in which District do you work?</b> <input type="text"/>			
<b>Current Employer</b> 	<b>Job Title</b> 	<b>Length of Employment</b> 	
<b>How long have you lived or worked in Contra Costa County?</b> 11.5 Years			

<b>Board, Committee, or Commission</b> Juvenile Justice Coordinating Council	<b>Seat Name</b> At-Large youth
<b>Have you ever attended a meeting of the advisory board for which you are applying?</b>	
Please check one: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>If Yes, how many?</b> 1	

### **EDUCATION**

Check appropriate box if you possess one of the following:

High School Diploma

CA High School Proficiency Certificate

G.E.D. Certificate

Colleges or Universities Attended	Degree Type/ Course of Study/Major	Degree Awarded	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Occupational Licenses Completed:**

**Other Trainings Completed:**

**Certificate Awarded for Training?**  
 Yes  No  
 Yes  No

**Do you have any obligations that might affect your attendance at scheduled meetings?**  Yes  No

If Yes, please explain:

**Would you like to be considered for appointment to other advisory bodies for which you may be qualified?**  Yes  No

**Are you a veteran of the U.S. Armed Forces?**  Yes  No

**Please explain why you would like to serve on this particular board, committee, or commission.**

I am a 16-year-old rising senior at Dougherty Valley High School. With exposure to the intersection of K-12 education and the juvenile justice system, I seek to be a student voice on the Contra Costa County Juvenile Justice Coordinating Council.

I believe I can provide a strong student perspective on the commission, having worked with at-risk students and heard their stories. Involved in pursuing avenues for restorative justice locally, I would appreciate the chance to be a part of this necessary work at the county level.

**Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume).**

Currently, I serve as the student board member of San Ramon Valley Unified School District advocating for 30,000+ students. As a member of various committees – Equity Steering, Grading Reform, Facilities Master Plan, and Local Control & Accountability Plan – I provide input in our school district’s decision-making processes. I work closely with district officials to reduce reliance on punitive measures by involving students in restorative peer circles, in order to address instances of hateful conduct.

Volunteering for the Tri-Valley Youth Court, I work with students in the San Leandro and Castro Valley districts to provide them alternatives to the traditional juvenile justice approach. This includes connecting them with counseling support, Tobacco Use Prevention Education programs, life choices classes, etc. The Youth Court allows students to learn and grow from their mistakes, often proving highly effective.

I have also been appointed by Governor Newsom to serve as a voting member on the State Board of Education as its sole student member, beginning on August 1, 2023. My experiences with the education system and legislative processes have made me passionate about restorative justice and resolving the school-to-prison pipeline.

I have worked within the San Ramon city government for three years. I served one year as Vice-Chairperson of the San Ramon Teen Council. We researched how teen substance abuse could be addressed without relying on severe disciplinary measures that often prove harmful to students’ academic progress. I also worked with the Parks & Services Commission, as well as the Economic Development Advisory and Library Advisory Committees.

**I am including my resume with this application:**

Please check one:  Yes  No

**Are you currently or have you ever been appointed to a Contra Costa County advisory board?**

Please check one:  Yes  No

If Yes, please list the Contra Costa County advisory board(s) on which you are **currently** serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have **previously** served:

**List any volunteer and community experience, including any boards on which you have served.**

Volunteering for the Tri-Valley Youth Court. Worked with San Ramon city government for three years. Serving a second one-year term as student board member of the San Ramon Valley Unified School District. Appointed to a one-year term on the State Board of Education beginning on August 1st.

**Do you have a familial relationship with a member of the Board of Supervisors?** (Please refer to the relationships listed under the "Important Information" section on page 3 of this application or Resolution No. 2021/234).

Please check one:  Yes  No

If Yes, please identify the nature of the relationship:

**Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?**

Please check one:  Yes  No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed:

[Redacted Signature]

[Redacted Initials]

July 17, 2023

**Submit this application to:** ClerkofTheBoard@cob.cccounty.us **OR** Clerk of the Board  
1025 Escobar Street, 1st Floor  
Martinez, CA 94553

*Questions about this application? Contact the Clerk of the Board at (925) 655-2000 or by email at  
ClerkofTheBoard@cob.cccounty.us*

### **Important Information**

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships: (1) Mother, father, son, and daughter; (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter; (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter; (4) Registered domestic partner, pursuant to California Family Code section 297; (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner; (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

# ANYA AYYAPPAN



Seeking exposure to policymaking from the lenses of political science, economics, sociology to pursue my passions in research and public service.

## AWARDS & ACHIEVEMENTS

### CA STATE STUDENT BOARD MEMBER

Appointed by Governor Newsom to serve on the CA State Board of Education (2023-2024) as a full voting member.

### ARIZONA STATE UNIVERSITY INVITATIONAL

2022 Placed 4th in Varsity Congressional Debate

### CALIFORNIA STATE TOURNAMENT

2022 Varsity Congressional Debate Finalist  
2021 Varsity Extemporaneous Speaking Qualifier  
2019 Placed 4th in Middle School Congress Debate

### TOURNAMENT OF CHAMPIONS QUALIFIER X2

2022 & 2021 University of Kentucky Varsity Congressional Debate

### STANFORD UNIVERSITY NATIONAL INVITATIONAL

2021 Placed 14th in Varsity Congressional Debate

### HARVARD UNIVERSITY NATIONAL TOURNAMENT

2022 Placed top 20 out of over 400 competitors in Varsity Congressional Debate

### FLORIDA BLUE KEY NATIONAL INVITATIONAL

2020 Placed 12th in Varsity Congressional Debate  
2021 Placed 17th in Varsity Congressional Debate

### STANFORD UNIVERSITY MIDDLE SCHOOL NATIONAL INVITATIONAL

2020 Placed 1st in Middle School Congressional Debate

### SOUTH BAY MODEL UNITED NATIONS

2021 Outstanding Delegate

### SONOMA STATE UNIVERSITY

2019 1 of 6 girls district-sponsored for American Association of University Women's Tech Trek Science camp

### TRI-VALLEY MODEL UNITED NATIONS

2020 Honorable Mention

## INTERNSHIPS

### JUN 2022- AUG 2022 UC SANTA CRUZ SCIENCE INTERNSHIP PROGRAM RESEARCHER

- Assisted Ph.D. Candidate Roxanna Villalobos with exploratory research in the field of sociology.
- Research investigated the intersectional subject-formation and varied forms of mobility of Latina girls that live in the rural Central Valley and have direct ties to the region's agricultural sector.
- Used the grounded theory approach to analyze data, this involved transcription and coding of interviews with participants using the platform Dedoose. Created summary statistics in MS Excel. Interpreted relevant literature regarding Mobility and California and Central Valley political economies & histories.

## EDUCATION

### 2020-2024 DOUGHERTY VALLEY HIGH SCHOOL

- Weighted 10-12 A-G GPA: 4.71
- SAT Score: 1560
- Current courses: AP US History, Journalism 2, Spanish 4 Honors, AP Literature, AP Seminar, AP Psychology

### SUMMER 2022 OBERLIN COLLEGE – PIONEER ACADEMICS PROGRAM

- Mentored by Dr. Kristina Mani, Associate Professor of Politics and Chair of Latin American Studies.

- Conducted undergraduate-level research in the fields of international relations and political science on evaluating the development status of countries in international organizations, using China as a case study. Leveraged statistical and discourse analysis. Outlined research process and findings in a 25-page paper.

## 2021-2022 **DIABLO VALLEY COLLEGE**

- Cumulative GPA: 4.00
- Courses: POLSC 121 Introduction to US Government, ECON 221 Principles of Microeconomics, ECON 220 Principles of Macroeconomics, POLSC 240 Political Theory, POLSC 250 International Relations

## **SKILLS**

- Communication
- Problem Solving
- Report Writing
- Critical Thinking
- Strong Work Ethic
- Leadership Abilities
- Data Analysis
- Proficient in MS Office

## **ACTIVITIES & INTERESTS**

### **San Ramon Valley Unified School District Student Trustee** 2022 - present

- Representing over 30,000 K-12 students on the SRVUSD Board of Education. Appointed to a one-year term in June 2022. Reappointed in June 2023 to serve a second term.
- Active member of the following committees: Equity Steering, Grading Reform, Facilities Master Plan, LCAP
- Leading a youth advisory group of 30+ students who represent all secondary school sites in the district.

### **San Ramon Teen Council** 2019 - 2022

- 17-member committee advising on city policies, services, and programs pertaining to teens.
- Appointed by City Council to serve as Vice Chair 2021-2022
- Chaired Public Relations subcommittee 2021-2022
- Served as a liaison to San Ramon Library Advisory Committee and Parks & Recreation Commission.
- Led Teen Council Ambassador Program with over 25 students and taught inner workings of city govt.

### **The Wildcat Tribune – DVHS School Newspaper** 2021 - present

- Serving as News Editor for 2022-2023 school year. Overseeing the News section, fact-checking stories and providing feedback to writers. Proficient in Adobe InDesign and Photoshop.
- Reporting for the SRVUSD Board of Education Beat.

### **Speech & Debate** 2018 - present

- DVHS Varsity Congressional Debate Team Co-captain 2022 – 2023
  - Engaging in research and debate on legislation for a myriad of domestic and international topics pertaining to economics, political science, and law.
- DVHS Bridge Program Mentor
  - Teaching Middle Schoolers the fundamentals of Speech & Debate.
- Varsity International Extemporaneous Speaking 2021 - present
  - Event involves crafting a 7-minute speech on current affairs with a limited preparation time of 30 minutes.

### **Tri Valley Youth Court Volunteer (San Leandro & Castro Valley)** 2022 – present

- Working with youth to recommend restorative justice alternatives to the traditional juvenile justice route.

### **California Youth Crisis Line Counselor** 2023 - present

- Completed 52 hours of training spread over 6 weeks. Educated on clinical issues affecting youth and trained to connect callers with relevant resources and local youth-serving agencies.
- Following protocols to assist callers using a crisis intervention counseling model.

### **Model United Nations** 2020 - present

- Researching the policies of a country and representing them in committees ranging from the UN Human Rights Council to the Disarmament and International Security Committee.

# Application Form

## Profile

Ian \_\_\_\_\_ S \_\_\_\_\_ Cohen \_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_ Suite or Apt \_\_\_\_\_  
 Home Address

\_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_  
 City

\_\_\_\_\_ Primary Phone

\_\_\_\_\_ Email Address

### [District Locator Tool](#)

#### Resident of Supervisorial District:

District 3

City of Brentwood \_\_\_\_\_ Recreation Leader 1 \_\_\_\_\_  
 Employer Job Title

#### Length of Employment

1 year and 1 month

#### Do you work in Contra Costa County?

Yes  No

#### If Yes, in which District do you work?

3

#### How long have you lived or worked in Contra Costa County?

4 years

#### Are you a veteran of the U.S. Armed Forces?

Yes  No

## Board and Interest

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

Juvenile Justice Coordinating Council: Submitted



**Seat Name**

---

Youth representative at large

**Have you ever attended a meeting of the advisory board for which you are applying?**

---

Yes  No

**If Yes, how many meetings have you attended?**

---

---

**Education**

**Select the option that applies to your high school education \***

---

High School Diploma

**College/ University A**

**Name of College Attended**

---

Los Medanos College

**Degree Type / Course of Study / Major**

---

Business admin for transfer

**Degree Awarded?**

---

Yes  No

**College/ University B**

**Name of College Attended**

---

**Degree Type / Course of Study / Major**

---

**Degree Awarded?**

---

Yes  No

---

**College/ University C**

**Name of College Attended**

---

**Degree Type / Course of Study / Major**

---

**Degree Awarded?**

---

Yes  No

---

## Other Trainings & Occupational Licenses

### Other Training A

---

#### Certificate Awarded for Training?

---

Yes  No

### Other Training B

---

#### Certificate Awarded for Training?

---

Yes  No

#### Occupational Licenses Completed:

---

---

## Qualifications and Volunteer Experience

**Please explain why you would like to serve on this particular board, committee, or commission.**

---

It would be an honor to serve on this commission//board to learn about our justice system for young offenders and find other methods outside of jail. Serving on the commission/board offers a deep education into how our county stays innovative with new ideologies and methods towards handling devastating cases involving the youth and allows an hands-on experience in law enforcement,

**Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)**

---

I have served on the City of Brentwood Youth Commission for two years, including one year as a Chairperson. As a High School club founder at Heritage, I have offered a safe place for teens interested in business, and I want to replicate this to our youth offenders to attempt to rehab them.

---

Upload a Resume

**Would you like to be considered for appointment to other advisory bodies for which you may be qualified?**

---

Yes  No

**Do you have any obligations that might affect your attendance at scheduled meetings?**

---

Yes  No

**If Yes, please explain:**

---

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Yes  No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

-City of Brentwood Youth Commission (two years) -Lead political organizer- Sunflower Alliance - Climate fellow, CA Youth Vs Big Oil - Heritage High School Business Club founder

---

### Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

Yes  No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relationships?

Yes  No

If Yes, please identify the nature of the relationship:

### Please Agree with the Following Statement

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

I Agree

---

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  - (4) Registered domestic partner, pursuant to California Family Code section 297;
  - (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
  - (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

# Ian Cohen

**Objective** I am looking to obtain employment in a role that I may leverage my skills and continue to grow professionally.

## Education

Heritage High School – Brentwood, California 2020 – current

## Volunteer Work & Job History

**Rec Leader 1, City of Brentwood** 2022 – present

- Cashier
  - Conveyed information regarding our programming to customers
  - Conducted cash and credit card transactions for hundreds of customers per shift
- Slide monitor
  - Monitored the safety and well-being of patrons using our two water slides

**Youth Commission, City of Brentwood** 2021 – Present

- Serving a 2-year term as a member of the Youth Commission
- Member of the following committees
  - Youth-Friendly Business
  - Pool Party
  - Climate Change

## Achievements & Recognition

- Volunteer of the Month, Coding 4 Community: Nov 2020
- Academic Honor Roll: Fall & Spring 2020
- Heritage HS Athletic Award: 2020, 2021
- Heritage HS Athletic Director's Academic Award: 2020
- National Honor Society: 2020, 2021
- California Scholarship Federation: 2020,2021

## Interests & Activities

- Heritage High School Cross-Country, Junior Varsity squad
- Heritage High School Track & Field, Distance Running Varsity squad
- Sustainable Leaders in Action, Environmental Non-profit, member
- Business Entrepreneurs' Club, Co-Founder & Co-President
- Marsh Creek Democratic Club, member

## Computer Skill

Microsoft Office (Word, Excel, PowerPoint)  
Internet (Chrome, Firefox, Safari)

# Application Form

## Profile

Tumani \_\_\_\_\_ Drew \_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_ Suite or Apt \_\_\_\_\_  
 Home Address

\_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_  
 City

\_\_\_\_\_ Primary Phone

\_\_\_\_\_ Email Address

### [District Locator Tool](#)

#### Resident of Supervisorial District:

District 1

Young Women's Freedom \_\_\_\_\_ Interim Director \_\_\_\_\_  
 Center Employer Job Title

#### Length of Employment

2.5 years

#### Do you work in Contra Costa County?

Yes  No

#### If Yes, in which District do you work?

1

#### How long have you lived or worked in Contra Costa County?

21 years

#### Are you a veteran of the U.S. Armed Forces?

Yes  No

## Board and Interest

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

Juvenile Justice Coordinating Council: Submitted

**Seat Name**

Community Representative

**Have you ever attended a meeting of the advisory board for which you are applying?**

Yes  No

**If Yes, how many meetings have you attended?**

4

---

**Education**

**Select the option that applies to your high school education \***

High School Diploma

**College/ University A**

**Name of College Attended**

San Francisco State University

**Degree Type / Course of Study / Major**

Urban Studies B.A

**Degree Awarded?**

Yes  No

**College/ University B**

**Name of College Attended**

**Degree Type / Course of Study / Major**

**Degree Awarded?**

Yes  No

---

**College/ University C**

**Name of College Attended**

**Degree Type / Course of Study / Major**

**Degree Awarded?**

Yes  No

---

**Other Trainings & Occupational Licenses**

**Other Training A**

---

**Certificate Awarded for Training?**

Yes  No

---

**Other Training B**

---

**Certificate Awarded for Training?**

Yes  No

---

**Occupational Licenses Completed:**

---

**Qualifications and Volunteer Experience**

**Please explain why you would like to serve on this particular board, committee, or commission.**

---

I would like to serve on the Juvenile Justice Coordinating Council, because it is in alignment with my personal and professional goal to invest in the prevention of youth mass incarceration. West and East county are in need of funding for incarceration prevention such as youth employment, diversion programs, and youth mentorships. Serving on this council will give me the opportunity to give input from a system-impacted perspective and leverage my ability engage my community, who has been impacted by incarceration in this process. With the closure of the Division of Juvenile Justice in California and youth being sent to their county's local Juvenile Halls, there is a necessity to strengthen community's resources to guarantee a safe return.

**Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)**

---

My qualifications for this appointment come from working for 2.5 years with the Young Women's Freedom Center as a Program Manager for system-impacted young women and transgender youth of all genders. I have created curriculums that are designed to resonate and empower those directly or indirectly impacted by mass incarceration. Living in impoverished communities and building relationships with those directly impacted by mass incarceration inform my work to prevent youth being involved with the Juvenile Justice system. Another aspect of my work that qualifies me to serve on this council is building relationships with elected officials to mobilize communities needs and create change.

---

Upload a Resume



Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

Yes  No

Do you have any obligations that might affect your attendance at scheduled meetings?

Yes  No

If Yes, please explain:

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Yes  No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

---

### Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

Yes  No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relationships?

Yes  No

If Yes, please identify the nature of the relationship:

**Please Agree with the Following Statement**

---

**I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.**

---

I Agree

---

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  - (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

**EDUCATION**

<b>Organizing Fellow</b> Yo! Cali Emerging Youth Organizer Fellowship; Statewide	October 2021-July 2022
<b>Bachelor of Art, Urban Studies and Planning</b> California State University, San Francisco; San Francisco, Ca GPA:3.8	August 2017- May 2020
<b>Certificate of Completion</b> Art History, Multicultural Studies, Social Science Laney Community College; Oakland, Ca	August 2014-May 2017

**WORK EXPERIENCE**

**Program Coordinator**

Young Women’s Freedom Center; San Francisco-Contra Costa County Ca **November 2020-Current**

- Mobilized impoverished and system-impacted communities of young women and transgender youth of all genders to advocate for policy change and systematic transformation; with the outcome of building their personal and collective leadership.
- Lead 6 cohorts of 5 organizers to uplift budget advocacy campaigns, local community events, and peer support programs resulting in building a social movement of those directly impacted by incarceration and oppression.
- Built and maintained partnerships with community organizations, government agencies, and other stakeholders that advanced the organization's mission and reach to a large scope across the Bay Area region.
- Conducted participatory-research and analysis to inform policy recommendations and budget advocacy strategies; this resulted in gaining resources and developing reports that empower those most impacted by oppressive systems.

**Community Organizer Intern**

Black Organizing Project; Oakland Ca **August 2018-January 2020**

- Organized community meetings which heavily relied on strategizing, creating solutions, and tactfully preparing all next steps.
- Facilitated outreach training and sessions for BOP members and volunteers; this resulted in their confidence in canvassing and public speaking.
- Assembled committee meetings for low-income Oakland residents to assure underrepresented voices are heard; this resulted in an asset-based framework which empowers those we are advocating for.
- Created programs for community members of Oakland such as bootcamps for community organizers in training, committee meeting execution, event planning, listening hearings, and outreach sessions to gain skills and leadership growth.

**AWARDS, LEADERSHIP & ACKNOWLEDGEMENTS**

**Making Waves College Alumni Program** August 2014-May 2020 Scholarship award winner. Actively participated in regular academic, personal, and professional development coaching.

**SKILLS**

**Computer:** SPSS, Photoshop, Microsoft Office, Powerpoint, Excel, Canvas  
**Social Media:** Instagram, Facebook, LinkedIn, Twitter

## Application Form

---

### Profile

Raymond

First Name

Chimezie

Middle Initial

Last Name

[REDACTED]  
Home Address

Suite or Apt

[REDACTED]  
City

[REDACTED]  
State

[REDACTED]  
Postal Code

[REDACTED]  
Primary Phone

[REDACTED]  
Email Address

### [District Locator Tool](#)

#### Resident of Supervisorial District:

District 1

Health for Schools and  
Communities Foundation

Employer

Program Director

Job Title

#### Length of Employment

9 years

#### Do you work in Contra Costa County?

Yes  No

#### If Yes, in which District do you work?

#### How long have you lived or worked in Contra Costa County?

27

#### Are you a veteran of the U.S. Armed Forces?

Yes  No

---

### Board and Interest

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

Juvenile Justice Coordinating Council: Submitted

**Seat Name**

---

**Have you ever attended a meeting of the advisory board for which you are applying?**

---

Yes  No

**If Yes, how many meetings have you attended?**

---

---

**Education**

**Select the option that applies to your high school education \***

---

High School Diploma

**College/ University A**

**Name of College Attended**

---

Walden University

**Degree Type / Course of Study / Major**

---

PhD, Public Health

**Degree Awarded?**

---

Yes  No

**College/ University B**

**Name of College Attended**

---

Argosy University

**Degree Type / Course of Study / Major**

---

M.Ed. Educational Leadership

**Degree Awarded?**

---

Yes  No

---

**College/ University C**

**Name of College Attended**

---

College of Technology, Owerri

**Degree Type / Course of Study / Major**

---

BS

Raymond Chimezie

**Degree Awarded?**

Yes  No

---

**Other Trainings & Occupational Licenses**

**Other Training A**

---

**Certificate Awarded for Training?**

Yes  No

---

**Other Training B**

---

**Certificate Awarded for Training?**

Yes  No

---

**Occupational Licenses Completed:**

---

Certified Health Education Specialist (CHES)

---

**Qualifications and Volunteer Experience**

**Please explain why you would like to serve on this particular board, committee, or commission.**

---

As a member of my community, I am interested in promoting healthy living of young people. I want help address health risk factors and the environments that reinforce teen exposure to alcohol and drugs, and those the enable them to have conflict with the juvenile justice system. I want to support and provide programs that will empower young people to look toward the future, explore career opportunities, and utilize their abilities to improve their communities. Having been a teacher in the district for years, I have observed some issues that lead young people to crimes. I have equally observed the their is a higher tendency for certain minority groups to be inclined to alcohol, drugs, and juvenile crimes. Therefore, I think that I will be a good candidate to serve on any of the boards I have indicated interest on. I am very passionate about these issues.

**Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)**

---

As a member of my community, I am interested in promoting healthy living of young people. I want help address health risk factors and the environments that reinforce teen exposure to alcohol and drugs, and those the enable them to have conflict with the juvenile justice system. I want to support and provide programs that will empower young people to look toward the future, explore career opportunities, and utilize their abilities to improve their communities. Having been a teacher in the district for years, I have observed some issues that lead young people to crimes. I have equally observed the their is a higher tendency for certain minority groups to be inclined to alcohol, drugs, and juvenile crimes. Therefore, I think that I will be a good candidate to serve on any of the boards I have indicated interest on. I am very passionate about these issues.

---

Upload a Resume

**Would you like to be considered for appointment to other advisory bodies for which you may be qualified?**

Yes  No

**Do you have any obligations that might affect your attendance at scheduled meetings?**

Yes  No

**If Yes, please explain:**

**Are you currently or have you ever been appointed to a Contra Costa County advisory board?**

Yes  No

**If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:**

**If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:**

**List any volunteer or community experience, including any advisory boards on which you have served.**

United Civil Air Patrol (CAP) Sq. 44 Contra Costa County Medical Reserve Corps

---

### **Conflict of Interest and Certification**

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Yes  No

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**Please Agree with the Following Statement**

---

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---

I Agree

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Raymond O.  
Chimezie, Ph.D., M.A.Ed.,  
CHES®, FRSPH

## **Objective: Application for Membership of Boards for Contra Costa County**

### **Summary of Experience:**

A scholar-practitioner with interests in research and programs that improve health access and prevent causes and health-risk factors. Over 15 years teaching experiences in K-12 education and university education systems, and community leadership. Excellent teaching and mentoring skills. A strong advocate for school health education program to promote youth health and empowerment for community good.

### **Education and Credentials**

#### **MalariaX: Defeating Malaria from the Genes to the Globe**

EdX Program by Harvard University, 2020

#### **Certificate in Global Health Delivery**

Harvard University, Cambridge, Massachusetts, 2018

#### **Ph.D. Public Health (Community Health Education & Promotion)**

Walden University, Minneapolis, Minnesota, 2013

#### **Master of Arts in Education (Instructional Leadership)**

Argosy University, San Francisco Bay, California

#### **Bachelor of Science in Hotel and Restaurant Management**

Federal Polytechnic, Owerri, Nigeria

### **Professional Experience**

#### **Liberty University, Lynchburg, VA Assistant Professor School of Allied Health**

**2022-present**

Supervise doctoral students to write quality academic dissertations and provide guide for the defense. Provide online support and constructive feedback to students using online learning platform. Worked with the Doctoral Policy & Oversight committee to review and revise doctoral handbook for DHSc, Ph.D. students in the school of Health Sciences. Participated in faculty meetings and training targeted at improving students learning outcomes and faculty-students relationships.

#### **University of San Francisco, CA Adjunct Faculty, MPH in Global Health Program**

**2018 - 2019**

Designed courses and facilitated instructions on global health through lectures, projects, case studies, and seminars. Created an active online presence; through setting expectations and deadlines, leading discussions and responding with constructive feedback to students' work. Initiated and maintained frequent and regular interactions with students according to university's policies. Provided direct instructions where necessary to support students. Collaborated with departmental leadership in the design of updated curriculum and associated manuals, as well as performance management assessment; confirmed alignment with institutional requirements. Introduced and combined Health as Liberation into MPH courses aimed at addressing gaps in health disparities and expose students to knowledge and skills focused on the identification and promotion of social justice in health delivery.

Organized role-playing activities that reflected real life work experiences to encourage job readiness skills. Strategically identified and planned clear learning goals and clarified expected outcomes to students.

Regularly contributed to interactive sessions and student discussion forums, as well as Zoom and email communications..

- Set clear learning goals and explained outcomes to students before every lesson
- Taught MPH level courses within both an online and hybrid environments (MPH 611\_Introduction to Public Health).
- Continuously assessed students and supported students with learning difficulties.

**Chamberlain University, Downers Grove, IL**  
**Visiting Professor, MPH Program**

**2017 - 2019**

While a visiting professor, delivered online teaching and assessments for students attending the MPH 504: Cultural Competency & Global Public Health course. Regularly contributed during faculty meetings and professional development. Received training on the University's teaching methods and use of Canvas.

- Successfully completed two faculty online training programs through the Canvas Online Teaching platform. Course included the Chamberlain Master instruction Training course and participating in faculty meetings and professional development.

**Federal University of Technology, Owerri, Nigeria**  
**U.S. Fulbright Scholar & Faculty, Department of Public Health**

**2016 - 2017**

Created and facilitated an enriched version of the Introduction to Public Health for MPH and undergraduate students. Courses taught included: PUH 916: Advanced Disease Control & Surveillance (for doctoral students), PUH 407: Contemporary Issues in Public Health, PUH 403: Health Sociology, and PUH 205: Introduction to Public Health (for undergraduate students). Introduced real-life work experiences within the community into the curriculum to enable the application of knowledge. Presented students with the opportunity to conduct community-based research related to a population health problem. Created an open and engaging learning environment encouraging diverse views and respect for those differences. Contributed subject matter expertise and guidance during the update of The Students' Academic Handbook. Oversaw the performance of three graduate students while supervising / grading 45 undergraduates project work. Delivered courses in qualitative research and best practices while performing and publishing community-based research.

- Mentored three post-graduate students to successfully finalize thesis and projects and graduate.
- Finished a qualitative research study focused on utilizing the Advance Nursing Practice to improve health access.
- Introduced Constructivism as a learning concept; encouraged hands-on interactions with students and faculty, resulted in better learning outcomes.
- Established a concept of positive social change to improve human conditions within the student environment.
- Engaged learners in real-world experience through case studies, community work engagement to enable application of knowledge.
- Facilitated training for faculty on effective pedagogy and evidence-based practices in public health, as well as research methods to undergraduate and graduate students.

**Los Angeles Southwest College, Los Angeles, CA**  
**Faculty Intern - Project MATCH: Community Health & Wellness**

**2015 - 2015**

Delivered undergraduate courses to college students in Community Health & Wellness. Developed relationships with students and supported the identification and setting of achievable personal learning goals. Evaluated existing curriculum and used this information to explain learning outcomes to students. Oversaw and continually monitored the delivery of intervention lessons to provide support to at-risk students.

- Delivered classes in health and wellness including student mentorship, education plan execution.
- Completed hands on teaching internship.

**West Contra Costa Unified School District, Richmond, CA**  
**Teacher / School Health Education Coordinator**

**2003 - Present**

Provided hands on training and education to k-12 students; built and maintained open lines of communication and respect. Collaborate with colleagues to create student-centered lessons and assessments; utilizing customized teaching methods and interventions to meet the needs of students.

Build and maintain collaborative relationships with the school management and other teachers to provide a well-rounded education. Actively involved in the creation and promotion of positive learning environments to foster lifelong learning, utilizing individual and group learning. Confirmed that all curricula met education standards in the State of California. Collaborated with community-based organizations focused on promoting health of students' and community within the West Contra Costa Unified School District.

- Increased student performance by 31% in low performing kids and launched the Students Health Ambassadors program.
- Launched a non-profit organization aimed at promoting a school-based health program consisting of four school-based workshops (students and community) and one international health mission to Africa.
- Introduced an innovative health and wellness program to decrease youth behavioral health risks.
- Conducted health and wellness program for teaching and non-tutorial staff.
- Planned and designed intervention lessons to improve students' learning outcomes.
- Delivered both synchronous and asynchronous lessons to students using Zoom.

## Professional Development

### Technology Certificate in Teaching & Learning

University of San Francisco, CA, 2019

### Project - MATCH Faculty Intern Certificate

Los Angeles Community College District, Los Angeles, CA, 2015

### Certificate in COVID-19 Contact Tracking

John Hopkins University

## Professional Certifications and Credentials

### Certified Health Education Specialist (CHES®)

Fellow Royal Society for Public Health (FRSPH), London

## Community Leadership & Diversity

### African Diaspora Healthcare Initiative ([www.afdhi.org](http://www.afdhi.org))

Founder & President, 2020 – Present

Mission: Mobilize health and medical professionals of African descents in the diaspora to build partnerships with organizations in Africa and abroad to plan and develop a sustainable healthcare delivery system in Africa.

### Health for Schools and Communities Foundation Inc. ([www.healthfsc.org](http://www.healthfsc.org))

Founder & Chief Executive Officer, 2014 – Present

Mission: Improve health access to vulnerable populations and reduce youth behavioral risk factors.

- Partnered with Breathe California on tobacco control outreach and interventions in the high-risk communities

## Publications

1. Chimezie, R. O. (2015). Primary healthcare in Nigeria: Overview, challenges, and prospects Denver, CO: Outskirts Press (Book)
2. Chimezie, R. O. (2020). Malaria Hyperendemicity: The Burden and Obstacles to Eradication in Nigeria. DOI: 10.4236/jbm.2020.811015. Journal of Biosciences and Medicines. Vol.8 No.11, November 2020
3. Chimezie, R. O. & Ibe, S.N.O. (2019). Advanced practice nursing in Nigerian primary healthcare. Journal of Social Change. Doi: <https://doi.org/10.5590/JOSC.2019.11.1.06>
4. C [REDACTED] mary healthcare delivery in Africa. IJIMS Vol. 2, Issue 4. [h \[REDACTED\]](#)
5. Chimezie, R. O. (2013). A case study of primary healthcare services in Isu, Nigeria. (Doctoral Dissertation). ProQuest, Accession Order No. 3558764

- Abstract Reviewer for International Health program: American Public Health Association 2019-present
- Chimezie, R.O. & Marychristiana E. Uzoukwu (2021). Preventing Behavioral-Risks Incidence Based Health Promotion Program. **DOI:**  
[REDACTED]
  - C [REDACTED] Health Awareness: A Significant Factor in Patients' Wellness and Access to Care. **DOI:**  
[REDACTED]

## Volunteering

### United States Air Force Auxiliary, Squad 44, Concord, CA

2010 - 2013

1<sup>st</sup> Lieutenant

Coordinated CAP's Presidents National Drug Control Strategic, the DDR program, and promoted drug awareness.

### Contra Costa Medical Reserve Corps

2009 -Present

Volunteer

## Affiliations

- Member, Advisory Board: Ethnic Health Institute of the Samuel Merritt University, 2011 - President
- Member, Fellow Royal Society for Public Health (FRSPH) London
- Member, National Society of Leadership & Success, USA

## Awards

- U.S. Fulbright Scholar Awardee to Sub-Saharan Africa, 2016 - 2017
- Finalist - Walden University Distinguished Alumni Award Nominee, 2016
- Presidential Alumni Research Dissemination Award, Walden University, 2014
- Brigadier-General Charles Yeager Aerospace Education Achievement Award, 2011

## Presentations

- Chimezie, R. O. (2022). Teen Tobacco-use and Health Implications. Paper presented to the students of St. David of Wales Middle School, Richmond, California, on their Health Awareness Week.
- Chimezie, R. O. (2018, May). School-based health education: A strategy to reduced youth behavioral risk factors. Poster session presented at the California School-Based Health Conference: Leading the movement for a healthy California. Sacramento, CA.
- Chimezie, R. O. (2017). A case study of primary health service in Isu, Nigeria (Original research). Paper presented at Federal University of Technology, School of Health Lecture Series, Owerri, Nigeria
- Chimezie, R. O. (2017). The challenges of healthcare delivery in Nigeria. Paper presented at the National Open University Health Week, Owerri, Nigeria.
- Chimezie, R. O. (2017). Public health in Nigeria: Issues impacting access to healthcare. Paper presented at the Imo State University, School of Nursing 2017 Guest Lecture Series
- Chimezie, R.O. (2016). Education for a Positive Social Change. Guest lecture at the Walden University, 2016 Doctoral Degree Residency, Anaheim, California.
- Chimezie, R. O. (2013). A case study of primary healthcare in Isu, Nigeria. Poster session presented  
Symposium,  
[REDACTED]



Contra  
Costa  
County

To: Board of Supervisors  
From: EQUITY COMMITTEE  
Date: August 15, 2023

**Subject:** Establishment of an Ad Hoc Steering Committee for African American Holistic Wellness Hub Feasibility Study

---

**RECOMMENDATION(S):**

ESTABLISH the Ad Hoc African American Holistic Wellness Hub Feasibility Study Steering Committee and its committee composition.

**FISCAL IMPACT:**

No fiscal impact is anticipated from the establishment of an Ad Hoc Steering Committee for the African American Holistic Wellness Hub Feasibility Study.

**BACKGROUND:**

During the FY 23-24 County Budget Hearings, on [April 24, 2023](#), the Board of Supervisors designated that \$80,000 of Measure X funding be allocated for the purpose of studying the feasibility of an African American Holistic Wellness Hub in Contra Costa County.

The findings and recommendations of the Feasibility Study will provide guidance to the Board of Supervisors in its decisions regarding next steps in the development of an African American Holistic Wellness Hub for Contra Costa County. The Hub, which may include multiple sites, is intended to provide space for culturally appropriate and community-defined services that will welcome, support, heal and empower the African American community in Contra Costa County.

The Board of Supervisors referred this matter to the Equity Committee for consideration and development. At its July 31, 2023 meeting, the Equity Committee directed staff to pursue the establishment of an ad hoc Steering Committee for the Feasibility Study.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: L. DeLaney, (925) 655-2057

By: , Deputy

cc:

BACKGROUND: (CONT'D)

**MISSION:**

The mission of the Ad Hoc African American Holistic Wellness Hub Feasibility Study Steering Committee is to guide the Feasibility Study development effort through a representative, inclusive, and extensive community engagement process. The Steering Committee will provide input and collaboration with County staff and the contracted Feasibility Study developer, ensuring the community voice is represented throughout the process and the outcomes.

**MEMBERSHIP:**

The Ad Hoc Arts Council Steering Committee will consist of up to 13 community members with direct experience of system harms and inequities who are committed to eliminating racial disparities and improving outcomes for everyone, and shall strive to include representatives from the following:

- LGBTQ+ community
- transition-aged youth
- the formerly incarcerated.

The Equity Committee is expected to consider applicants at its September 18, 2023 meeting.

**MEETINGS:**

After formation, the Ad Hoc Steering Committee will provide input to the Equity Committee on the development of the solicitation process for a Feasibility Study developer, meet regularly with the Feasibility Study contractor and County staff on the public engagement and study progress, and shall provide input and guidance throughout the process. Meetings held by the Ad Hoc Steering Committee will be facilitated by the Feasibility Study contractor, with support from County staff, and are subject to public meeting rules governed by the Brown Act and Better Governance Ordinance.

**TERMS OF OFFICE:**

Board of Supervisors' consideration of Equity Committee nominees to the Steering Committee is expected at the October 3, 2023 meeting. The Ad Hoc Steering Committee will be dissolved once the Feasibility Study is delivered to the Board of Supervisors.

**STAFF:**

Senior Deputy County Administrator, Lara DeLaney, interim staff to the Committee until the Co-Director of the Office of Racial Equity and Social Justice is hired.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

**Subject:** MOU with CCTA for Measure X funding to support Accessible Transportation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director to execute an Memorandum of Understanding with the Contra Costa Transportation Authority (CCTA), to pay CCTA in an amount not to exceed \$560,000 to implement the Accessible Transportation Strategic Plan for the period July 1, 2023 through June 30, 2025.

**FISCAL IMPACT:**

The Contra Costa Transportation Authority's costs to implement the accessible transportation duties described in the proposed Memorandum of Understanding will be \$560,000 and will be covered by the County utilizing the remainder of the initial allocation of \$1,400,000 in Measure X funds approved for this purpose by the Board on November 16, 2021.

**BACKGROUND:**

The Accessible Transportation Strategic Plan (ATSP) defines how Contra Costa will improve transportation options for older adults, persons with disabilities, and veterans. The ATSP was conducted by the Contra Costa Transportation Authority (CCTA) with support from Contra Costa County and was collaboratively developed over several years in consultation with elected officials and staff at affected public agencies, advocates representing community-based organizations and users of the system. The Board of Supervisors and the Board of CCTA both approved the ATSP in March, 2021.

**PRIOR ACTIONS**

- In November 2021, the Board of Supervisors approved an allocation of \$1.4 million in Measure X (2020) funding to support CCTA implementation of the ATSP.
- On October 18, 2022 The Board of Supervisors [approved](#) a Memorandum of Understanding (MOU) with CCTA for implementation activities.

**UPDATE**

- This MOU extends the term of the original MOU and expands the eligible activities, both changes intended to better support implementation of the ATSP.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: John Cunningham, (925)  
655-2915

By: , Deputy

cc: Kathleen M. Andrus, Ying Smith, Adam Nguyen

BACKGROUND: (CONT'D)

CCTA and County staff have made significant progress implementing the ATSP with CCTA creating a new Office of Accessibility and Equity and hiring new staff to implement the ATSP. It is anticipated that the additional staff will expedite the implementation of the ATSP.

In addition to the performance and reporting criteria included in the MOU, the ATSP Task Force and the Contra Costa Transportation Authority will provide oversight of the funding and ATSP implementation activities in addition to County staff supporting the CCTA-led effort.

CONSEQUENCE OF NEGATIVE ACTION:

If the MOU amendment is not approved, the County will not disburse previously approved Measure X Funds intended to improve transportation for older Contra Costa residents and those with disabilities.

ATTACHMENTS

Measure X ATSP Funding (2nd Funding Period)



FUNDING MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF CONTRA COSTA  
AND  
THE CONTRA COSTA TRANSPORTATION AUTHORITY  
FOR THE  
IMPLEMENTATION OF THE  
ACCESSIBLE TRANSPORTATION STRATEGIC PLAN

This memorandum of understanding (“MOU”) is dated as of July 1, 2023 (the “Effective Date”), and is between the COUNTY OF CONTRA COSTA (the “County”) and the CONTRA COSTA TRANSPORTATION AUTHORITY (“Recipient,” or “CCTA”). The County and CCTA may jointly be referred to as the “parties.”

RECITALS

- A. On November 3, 2020, voters in Contra Costa County approved Measure X, a Countywide, 20-year, half-cent sales tax. The ballot measure language stated the intent of Measure X as “to keep Contra Costa’s regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services.”
- B. On November 16, 2021, the Board of Supervisors considered an expenditure plan for Measure X revenue for the period April 1, 2022, through June 30, 2023 (the “First Funding Period”).
- C. At the November 16, 2021, meeting, the Board of Supervisors approved an allocation of \$1,400,000 (the “Initial Allocation”) to Recipient to be used during the First Funding Period to implement the Accessible Transportation Strategic Plan (the “Project”). The Project is described in Schedule 1, attached hereto (the “Service Plan”).
- D. On April 1, 2022, the parties entered into a memorandum of understanding governing the use of the Initial Allocation during the First Funding Period (the “2022 MOU”). Schedule 1 to the 2022 MOU established four tasks to be completed by CCTA during the First Funding Period, which were identified as Task 1, Task 2, Task 3 and Task 4. CCTA completed Task 1 and Task 3 during the First Funding Period. In carrying out the work performed under the 2022 MOU, CCTA utilized \$840,000 of the Initial Allocation. The purpose of this MOU is to implement a Second Funding Period, as defined below, to enable CCTA to continue to work on Task 2 and Task 4, utilizing the Remaining Initial Allocation, as defined below.

The parties therefore agree as follows:

## AGREEMENT

1. Payment of Funds. The County shall contribute up to \$560,000 (the “Remaining Initial Allocation”) to Recipient for Recipient’s use during the period July 1, 2023, through June 30, 2025 (the “Second Funding Period”) in carrying out the services described in the Service Plan. The Remaining Initial Allocation will be funded in accordance with the payment schedule set forth in Schedule 2, attached hereto.
2. Use of Funds. Recipient shall use the Remaining Initial Allocation solely for the continuation of the tasks specified in the Service Plan.
3. Term and Termination. This MOU is effective on the Effective Date and remains in effect until June 30, 2025. The County may terminate this MOU at any time by giving 15 days’ written notice to Recipient if Recipient fails to properly perform any of its obligations under this MOU and fails to correct such performance issues within seven days after notice from the County.
4. Progress Reports. Recipient shall submit bi-annual progress reports, in the time, form, and manner set forth in the Service Plan, to the Board of Supervisors through the County’s Conservation and Development Director, or his or her designee, detailing Recipient’s accomplishments in carrying out the Service Plan and the Project.
5. Records; Audit. Recipient must keep and make available for inspection and copying by authorized representatives of the County, the Recipient’s regular business records and such additional records pertaining to this MOU as may be required by the County. This provision is binding on the heirs, successors, assigns and representatives of Recipient.
  - a. Retention of Records. Recipient must retain all documents pertaining to this MOU for five years from the date of submission of the final payment to Recipient in accordance with Schedule 2, and until any audit is completed and exceptions resolved for the Funding Period. Upon request, Recipient must make these records available to authorized representatives of the County.
  - b. Access to Books and Records. Recipient must, upon written request and until the expiration of five years after furnishing services pursuant to this MOU, make available to the County or any of its authorized representatives, the books, documents, and records of Recipient necessary to certify the nature and extent of all costs and charges incurred under this MOU.

If Recipient carries out any of the duties of this MOU through a subcontract, the subcontract must contain a clause to the effect that upon written request and until the expiration of five years after furnishing services under the subcontract, the subcontractor must make available to the County or any of its authorized representatives, the books, documents and records of the subcontractor necessary to verify the nature and extent of all costs and charges incurred under the subcontract.

- c. Audit. Recipient shall make its records available for, and an audit may be required by, the County. If an audit is required, Recipient must provide the County with the audit.
6. Modification. This MOU may be modified only with the written approval of both parties.
  7. Hold Harmless. Recipient shall fully defend, hold harmless, and indemnify the County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU, except for liability arising out of the sole negligence or willful misconduct of the County, its officers, agents or employees. This section shall survive the termination of this MOU.
  8. Notices: All correspondence regarding this MOU, including demands and notices, is to be directed to the following persons at the following addresses and telephone numbers:
    - County:           Contra Costa County  
                   Department of Conservation and Development  
                   30 Muir Road  
                   Martinez, California 94553  
                   Attention: John Cunningham, Principal Planner
    - Recipient:       Contra Costa Transportation Authority  
                   2999 Oak Road, Suite 100  
                   Walnut Creek, California 94597  
                   Attention: Brian Kelleher, Chief Financial Officer
  9. Counterparts. The parties recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.
  10. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and no third party will have any right or interest in any provision of this MOU or as a result of any action or inaction of any party in connection with this MOU.
  11. Remedy. The sole remedy for violation of this MOU is specific performance of this MOU. The County and Recipient waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. The County and Recipient have no liability for damages to one another or to any other person or entity resulting from any violation of this MOU.
  12. Authorization. Recipient, or the representative(s) signing this MOU on behalf of Recipient, represents and warrants that it has full power and authority to enter into this MOU and to perform the obligations set forth herein.

[Remainder of Page Intentionally Left Blank]

13. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

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

**CONTRA COSTA COUNTY**

**CONTRA COSTA  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
John Kopchik, Director,  
Department of Conservation and  
Development

\_\_\_\_\_  
Federal Glover, Chair

Attest:

\_\_\_\_\_  
Tarienne Grover, Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Fennemore Wendel, Authority Counsel

SCHEDULE 1  
TO  
FUNDING MEMORANDUM OF UNDERSTANDING  
DATED July 1, 2023  
  
SERVICE PLAN

Recipient: Contra Costa Transportation Authority  
Project Name: Implementation of Accessible Transportation Strategic Plan

Project Description

The goal of the Accessible Transportation Strategic Plan (the “ATS Plan”) is to improve the accessibility of transportation for seniors, people with disabilities, and qualifying veterans. The Project over the current Funding Period is twofold. First, to identify and, if necessary, create, a coordinating entity that will coordinate the delivery of different types of accessible transportation services among multiple transportation providers, including transit operators, social service agencies, non-profit organizations, and cities (the “Coordinating Entity”). Second, to make investments in the following components of the ATS Plan: means-based user-side fare subsidies; expansion of the one seat ride program; and a one call/one click operations system.

Tasks to be Performed by Recipient

Using CCTA’s ATS Task Force, CCTA shall continue to perform the following tasks:

Task 2.

Establish a strategy to implement a one call/one click system and provide operations funding.

Task 4.

Take all feasible steps to establish either (i) the one-seat-ride program and require documentation of the complete costs of the one-seat-ride program from service providers, or (ii) one or more of the strategies identified in the ATS Plan as Strategy 1, Strategy 2, and Strategy 3. If the one-seat-ride program is established, CCTA shall do all of the following:

- Ensure administrative and operations costs are broken out.
- Limit CCTA’s contribution of Measure X funds to 50% of service providers’ operations costs.
- Ensure administrative and operations figures will be consistent with the Federal Transit Administration’s National Transit Database program definitions.

## Deliverables

Deliverables are the continuation of Task 2 and Task 4, described above, and the delivery of the progress reports described below.

## Progress Reports

- Quarterly reports for the periods ending September 31, 2023, December 31, 2023, March 31, 2024, June 30, 2024, September 31, 2024. Quarterly reports are to describe milestones achieved and noteworthy activities performed during the reporting period. Quarterly reports are to include a detailed report of Measure X expenditures and describe any non-Measure X funding used during the reporting period.
- Annual report for the Funding Period ending June 30, 2024, and June 30, 2025. The annual report is to describe milestones achieved and noteworthy activities performed during the Funding Period. The annual report is to be delivered by July 31, 2024, and September 31, 2025. The annual report is to include a detailed report of Measure X expenditures and describe any non-Measure X funding used during the Funding Period.
- Reports are to be delivered to the County Board of Supervisors through the Transportation, Water, and Infrastructure Committee through the County's Conservation and Development Department and to CCTA's Board through CCTA's Executive Director.

## Limitations on Use of Measure X Funds

Measure X funds may only be used to pay (i) costs incurred in the delivery of services that did not exist prior to the passage of Measure X, and (ii) the incremental costs associated with the expansion or enhancement of services that existed prior to the passage of Measure X, provided the services benefit older adults and/or people with disabilities.

Measure X funds may not be used to fulfill standing service obligations or to replace or augment funds used to provide services that were being provided prior to the passage of Measure X.

For purposes of this MOU, a transit service provider providing an ADA-enhanced, or premium Paratransit Trip, across jurisdictions or operational boundaries constitutes a standing service obligation and does not constitute a "new" service.

Regardless of any characterization of the use of Measure X funds in the ATS Plan documentation, or through CCTA or CCTA Task Force actions, the use of Measure X funds must be consistent with adopted County policies, which can be found at <https://www.contracosta.ca.gov/8530/Measure-X>.

SCHEDULE 2  
TO  
FUNDING MEMORANDUM OF UNDERSTANDING  
DATED AUGUST 8, 2023

PAYMENT SCHEDULE

Recipient: Contra Costa Transportation Authority  
Project Name: Implementation of Accessible Transportation Strategic Plan

Payments will be made following receipt of a letter from the CCTA Executive Director or designee providing a detailed scope of work and budget to implement some or all of the tasks in the Service Plan and requesting the release of funding, provided (i) the letter verifies that the proposed work and fund allocation were authorized by the CCTA Board, and (ii) the tasks itemized in the letter are consistent with the Service Plan, as determined by County staff. Payments made under this MOU may not exceed the Remaining Initial Allocation.



Contra  
Costa  
County

To: Board of Supervisors  
From: Esa Ehmen-Krause, County Probation Officer  
Date: August 15, 2023

Subject: ADD/CANCEL Assistant County Probation Officer

---

**RECOMMENDATION(S):**

ADOPT Positional Adjustment Resolution No. 26180 to add one (1) Assistant County Probation Officer-Exempt (7AB1) effective August 16, 2023, and cancel one (1) Assistant County Probation Officer-Exempt (7AB1) (position 15537) effective January 31, 2024 in the Probation Department.

**FISCAL IMPACT:**

The estimated annual County cost for adding the additional position is \$176,310. Savings from current vacancies will cover this one time additional cost. The elimination of a current position in the same class effective January 31, 2024, will ensure no future salary and benefit impacts.

**BACKGROUND:**

Probation fills a critical public safety role; balancing the unique responsibilities of providing compassionate supervision and support, while ensuring that clients comply with, and complete their court-ordered sentences. In order to maintain mandated functions and keep up with the increasing amount of legislative changes, Probation must be nimble.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Sarah Shkidt, Chief of Administrative Services  
(925)313-4195

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Probation currently has one vacant Assistant County Probation Officer position in the department. Additionally, there will be another Assistant County Probation Officer vacancy effective January 31, 2024 due to a retirement. The department is currently conducting a recruitment to fill one vacancy. However, for strategic planning purposes the Department would like to bring on two Assistants at the same time. With one position currently filled until the impending retirement, the Department would be unable to bring on an additional candidate without adding one position temporarily.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, departmental operations would be negatively impacted.

ATTACHMENTS

P300 No. 26180 Probation

**POSITION ADJUSTMENT REQUEST**

NO. 26180  
DATE 7/20/2023

Department Probation Department No./  
Budget Unit No. 0308 Org No. 3000 Agency No. 30  
Action Requested: Add one (1) Assistant County Probation Officer-Exempt (7AB1), and cancel one (1) Assistant County Probation Officer-Exempt (7AB1) (position 15537) effective January 31, 2024.

Proposed Effective Date: 9/1/2023

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 \$176,310.00 Net County Cost \$176,310.00  
Total this FY \$176,310.00 N.C.C. this FY \$176,310.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Savings from vacancies for this one-time need

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

Sarah Shkidt

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

8/7/2023

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/8/2023

Add one (1) Assistant County Probation Officer-Exempt (7AB1), and cancel one (1) Assistant County Probation Officer-Exempt (7AB1) (position 15537) effective January 31, 2024.

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

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

Seantea Stewart

8/8/2023

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

8/10/23

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

Enid Mendoza

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

No. \_\_\_\_\_

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: David O. Livingston, Sheriff-Coroner  
Date: August 15, 2023

**Subject:** Cancel one Administrative Services Assistant II and add one Sheriff's Specialist in the Sheriff's Office

---

**RECOMMENDATION(S):**

ADOPT Personnel Adjustment Resolution No. 26171 to cancel one (1) Administrative Services Assistant II (APVA) (represented) vacant position no. 14921 at salary plan and grade ZB5 1475 (\$6,435 - \$7,822) and add one (1) Sheriff's Specialist (64VE) (represented) position at salary plan and grade VN5 1285 (\$5,983 - \$7,455) to the Office of the Sheriff.

**FISCAL IMPACT:**

An annual savings of \$6,768 to the Office of the Sheriff Budget of which \$1,086 is retirement cost savings.

**BACKGROUND:**

The issuance of concealed carry weapons (CCW) permits by the Office of the Sheriff is a function authorized by state law. Permitting is a multiple-step, labor-intensive process that includes various tasks.

A Sheriff's Lieutenant handles the daily management of the CCW Unit but daily work, involving critical and responsible duties, is handled by subordinate staff. Historically, the subordinate staff responsible for these duties were handled by Sheriff's Specialists. In 2021, the Office

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Hallie Wachowiak (925)  
655-0003

By: , Deputy

cc: Gladys Reid

BACKGROUND: (CONT'D)

of the Sheriff assigned an Administrative Assistant II (ASA II) to the CCW Unit. The supervisory function of the ASA II was intended to enhance the performance of the CCW Unit.

In 2022, the United States Supreme Court issued a ruling on CCW permits which vastly expanded the number of CCW permits handled by the Office of the Sheriff. In response, the Office of the Sheriff added staff to the CCW Unit, including a Sergeant, as a first-line supervisor. The addition of the Sergeant has rendered the supervisory function of the ASA II redundant.

The Office of the Sheriff seeks to replace a vacant ASA II position in the CCW Unit with a Sheriff's Specialist position. This action will allow for greater efficiency in supervision. The substitution of a Sheriff's Specialist position for an ASA II position will also result in cost savings.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, it will impede the organizational structure of the Office of the Sheriff.

ATTACHMENTS

P300 No. 26171 Sheriff

**POSITION ADJUSTMENT REQUEST**

NO. 26171  
DATE 7/19/2023

Department Office of the Sheriff Department No./  
Budget Unit No. 0255 Org No. 2500 Agency No. 25  
Action Requested: CANCEL one (1) full-time Administrative Services Assistant II (APVA) (represented) vacant position no. 14921 at salary plan and grade ZB5 1475 (\$6,435.51 - \$7,822.41) and ADD one (1) full-time Sheriff's Specialist (64VE) (represented) position at salary plan and grade VN5 1285 (\$5,983.77 - \$7,455.14) to the Office of the Sheriff.

Proposed Effective Date: 8/1/2023

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 (\$6,768.00) Net County Cost (\$6,768.00)  
Total this FY (\$6,204.00) N.C.C. this FY (\$6,204.00)

SOURCE OF FUNDING TO OFFSET ADJUSTMENT \$6,768 annual savings, \$1,086 is retirement

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

Jad Keileh

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

7/24/2023

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/3/2023

ADOPT Personnel Adjustment Resolution No. 26171 to cancel one (1) full-time Administrative Services Assistant II (APVA) (represented) vacant position no. 14921 at salary plan and grade ZB5 1475 (\$6,435 - \$7,822) and ADD one (1) full-time Sheriff's Specialist (64VE) (represented) position at salary plan and grade VN5 1285 (\$5,983 - \$7,455) to the Office of the Sheriff.

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Christine Bissada

8/3/2023

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

8/8/2023

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

Enid Mendoza

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

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: Diana Becton, District Attorney  
Date: August 15, 2023

**Subject:** Add one District Attorney Senior Inspector position in the District Attorney's Office

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 26176 to add one (1) District Attorney Senior Inspector (6KVA) (represented) position at Salary Plan and Grade XJX 1970 (\$9,701.05 - \$13,429.43) in the District Attorney's Office.

**FISCAL IMPACT:**

This action has an annual salary and benefit cost fiscal impact of approximately \$270,000 and will be entirely offset by the Employment and Human Services Department's (EHSD) Investigation and Prosecution of Public Assistance Fraud funding source.

**BACKGROUND:**

The District Attorney's Office and the Employment and Human Services Department (EHSD) has an on-going agreement for the investigation and prosecution of fraud in the CalWORKs, TANF, CalFresh, General Assistance, and other public assistance programs administered by EHSD. This inter-departmental agreement has historically funded a temporary Senior Inspector position. However, a dedicated full time Senior Inspector is needed to successfully fulfill the purpose and ongoing need of the agreement. This specific assignment has a high learning curve, and there are many complex long term investigations requiring retention of organizational memory.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Monica Carlisle, 925-957-2234

By: , Deputy

cc:



CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the District Attorney's Office will be unable to provide the necessary staff to expand the County's investigation and prosecution of public assistance fraud cases.

ATTACHMENTS

P300 No. 26176 DA

**POSITION ADJUSTMENT REQUEST**

NO. 26176  
DATE 7/25/2023

Department District Attorney Department No./  
Budget Unit No. 0245 Org No. 2895 Agency No. 42  
Action Requested: ADOPT Position Adjustment Resolution No. XXXXX to add one (1) full-time District Attorney Senior Inspector (6KVA) (represented) position in the District Attorneys Office.

Proposed Effective Date: 8/16/2023

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 \$269,524.52 Net County Cost \$0.00  
Total this FY \$224,603.76 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% funded by EHSD Public Assistance Fraud Funding

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

Diana Becton

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

08/01/2023

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/2/2023

Add one (1) District Attorney Senior Inspector (6KVA) (represented) position at Salary Plan and Grade XJX 1970 (\$9,701.05 - \$13,429.43) in the District Attorney's Office.

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

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

Amanda Monson

8/2/2023

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

8/9/2023

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

Enid Mendoza

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION  
Adjust class(es) / position(s) as follows:

# REQUEST FOR PROJECT POSITIONS

Department District Attorney

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: Ellen McDonnell, Public Defender  
Date: August 15, 2023

**Subject:** Reallocate salary of Deputy Public Defender I, II, III, and IV and reclassify existing positions and incumbents

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 26179 to:

1. Reallocate the salary schedule for the Deputy Public Defender series as follow:
  - a. Deputy Public Defender I (25WA) (represented) from salary plan and grade JD5 1615 (\$7,871.80) to salary and plan grade MA5 1001 (\$9,575.270);
  - b. Deputy Public Defender II (25VA) (represented) from salary plan and grade JD5 1872 (\$10,152.82 - \$12,340.81) to salary and plan grade MA5 1002 (\$10,449.089 - \$11520.121);
  - c. Deputy Public Defender III (25TB) (represented) from salary plan and grade JD5 2146 (\$13,317.09 - \$16,187.01) to salary and plan grade MA5 1003 (\$13,335.980 - \$17,020.465);
  - d. Deputy Public Defender III - Project (25T1) (represented) from salary plan and grade JD5 2146 (\$13,317.09 - \$16,187.01) to salary and plan grade MA5 1003 (\$13,335.980 - \$17,020.465); and
  - e. Deputy Public Defender IV (25TA) (represented) from salary plan and grade JD5 2248 (\$14,694.17 - \$17,860.85) to salary and plan grade MA5 1004 (\$17,871.489 - \$18,765.063);

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Sylvia Wong Tam, 925-335-8062

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

2. Reclassify nine (9) positions including five (5) incumbents and four (4) vacant positions from Deputy Public Defender-Fixed Term (25WB) to Deputy Public Defender I (25WA) without a probationary term as Deputy Public Defender I for the requested incumbents:
  - a. 00019934
  - b. 00019933
  - c. 00018569
  - d. 00017695
  - e. 00017693
  - f. 00017699
  - g. 00019557
  - h. 00018785
  - i. 00017688
3. Reclassify eleven (11) positions and its incumbents from Deputy Public Defender-Fixed Term (25WB) to Deputy Public Defender II (25VA), without probationary term as Deputy Public Defender II for the requested incumbents:
  - a. 00017696
  - b. 00018786
  - c. 00017700
  - d. 00018787
  - e. 00017691
  - f. 00017692
  - g. 00003844
  - h. 00017690
  - i. 00018784
  - j. 00017697
  - k. 00017811
4. Abolish the classification of Deputy Public Defender -Fixed Term (25WB) and Deputy Public Defender - Fixed Term – Project (25W3).

FISCAL IMPACT:

The net fiscal impact for FY 23-24 is estimated at \$122,556.39 and will be funded by the Department's County General Fund allocation. Future fiscal year impact will need to be absorbed within the department allocation.

BACKGROUND:

The Contra Costa Public Defender's Office is seeking the reclassification of its entry level Deputy Public Defender position, the Deputy Public Defender – Fixed Term (DPD-FT) (a 36-month limited term classification) and the revision of the Deputy Public Defender (DPD) series salary range to conform with the recent adoption of the District Attorney Office reclassification and Deputy District Attorney series salary range.

On June 13, 2023, the Contra Costa County District Attorney's office reclassified their Deputy District Attorney-Fixed Term position to Deputy District Attorney I. To ensure attorney classification uniformity between the Public Defender's Office and the District Attorney's Office, including ensuring equal access to civil service protection and identical salary structure, the Public Defender's Office, the County Administrator's Office, Labor Relations, Human Resources, and the Defender's Association worked collaboratively to establish the new DPD series and the revised salary range in line with the District Attorney's Office.

Consistent with the June 13, 2023, order approved by the Board of Supervisors for the District Attorney reclassification, the Contra Costa County Public Defender's Office is seeking to revise the DPD series, as the current DPD-FT classification does not comport with industry standards and significantly impairs the department's recruitment and retention efforts. The department has utilized the DPD-FT classification for entry level attorney hiring, but this classification is no longer sustainable. Candidates are reluctant to accept a position at the Public Defender's Office because of the uncertainty of continued employment beyond the fixed term period. In addition, incumbents in this classification often leave the county for other employment opportunities during the 36 months because of their lack of civil service protection.

The new classification structure will convert the 36-month fixed term classification to a standard DPD I classification with a one-year probationary period. Once a DPD I incumbent passes their one-year probation period, the individual will be eligible to be promoted to DPD II.

The attorneys currently employed in the department under the existing DPD-Fixed Term classification will be reclassified and transitioned to the new DPD classifications as follows:

DPD-FT employees in their first year will be transitioned to the DPD I classification and remain on probation. The incumbents' fixed-term service time will be credited toward their existing probation period.

DPD-FT employees in their second year will be transitioned to the DPD II classification at the appropriate step. The incumbents' fixed-term service time will be credited toward their existing probation period.

DPD-FT employees in their third year will be transitioned to the DPD II classification at the appropriate step. The incumbents' fixed-term service time will be credited toward their existing probation period.

The 4 vacant DPD-FT positions will be reclassified to DPD I positions.

In addition to the reclassification of the DPD-FT position, the Deputy Public Defender series salary schedule will be reallocated to correspond with the Deputy District Attorney series salary schedule to ensure salary structure uniformity and equity between the departments.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Public Defender's Office will continue to face recruitment and retention challenges and the Public Defender's Office will not achieve salary equity and uniformity with District Attorney's Office.

ATTACHMENTS

P 300 No. 26179 Public Defender

HR Recommendation P300 No. 26179

**POSITION ADJUSTMENT REQUEST**

NO. 26179  
DATE 7/27/2023

Department Public Defender Department No./  
Budget Unit No. 0243 Org No. 2909 Agency No. A43  
Action Requested: Reallocate salary schedule for the Deputy Public Defender I, II, III, and IV (25WA, 25VA, 25TB, and 25TA) and reclassify existing positions and its incumbents. Please see attachment for a detailed description of the actions requested.

Proposed Effective Date: 8/1/2023

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 \$122,556.39 Net County Cost \$122,556.39  
Total this FY \$112,343.36 N.C.C. this FY \$112,343.36

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.

Sylvia Wong Tam

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

8/7/2023

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/8/2023

See attached HR Recommendations

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Amanda Monson

8/8/2023

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

8/8/2023

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

Enid Mendoza

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

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



## Attachment A to Position Adjustment (P300) 26179 – HR Recommendation

1. Reallocate the salary schedule for the Deputy Public Defender series as follow:
  - a. Deputy Public Defender I (25WA) (represented) from salary plan and grade JD5 1615 (\$7,871.80) to salary and plan grade MA5 1001 (\$9,575.270);
  - b. Deputy Public Defender II (25VA) (represented) from salary plan and grade JD5 1872 (\$10,152.82 - \$12,340.81) to salary and plan grade MA5 1002 (\$10,449.089 - \$11520.121);
  - c. Deputy Public Defender III (25TB) (represented) from salary plan and grade JD5 2146 (\$13,317.09 - \$16,187.01) to salary and plan grade MA5 1003 (\$13,335.980 - \$17,020.465);
  - d. Deputy Public Defender III - Project (25T1) (represented) from salary plan and grade JD5 2146 (\$13,317.09 - \$16,187.01) to salary and plan grade MA5 1003 (\$13,335.980 - \$17,020.465); and
  - e. Deputy Public Defender IV (25TA) (represented) from salary plan and grade JDX 2248 (\$14,694.17 - \$17,860.85) to salary and plan grade MA5 1004 (\$17,871.489 - \$18,765.063);
2. Reclassify nine (9) positions including five (5) incumbents and four (4) vacant positions from Deputy Public Defender-Fixed Term (25WB) to Deputy Public Defender I (25WA) without a probationary term as Deputy Public Defender I for the requested incumbents:
  - a. 00019934
  - b. 00019933
  - c. 00018569
  - d. 00017695
  - e. 00017693
  - f. 00017699
  - g. 00019557
  - h. 00018785
  - i. 00017688
3. Reclassify eleven (11) positions and its incumbents from Deputy Public Defender-Fixed Term (25WB) to Deputy Public Defender II (25VA), without probationary term as Deputy Public Defender II for the requested incumbents:
  - a. 00017696
  - b. 00018786
  - c. 00017700
  - d. 00018787
  - e. 00017691
  - f. 00017692
  - g. 00003844
  - h. 00017690
  - i. 00018784
  - j. 00017697
  - k. 00017811
4. Abolish the classification of Deputy Public Defender -Fixed Term (25WB) and Deputy Public Defender - Fixed Term – Project (25W3).



Contra  
Costa  
County

To: Board of Supervisors  
From: Alison McKee, County Librarian  
Date: August 15, 2023

**Subject:** Cancel one part-time Library Assistant-Journey Level position and add one part-time Driver Clerk position in the Library

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 26177 to cancel one (1) vacant part time (32/40) Library Assistant-Journey Level (3KVB) (represented) position number 19551 at salary plan and grade QXX 1030 (\$4,130.69 - \$5,275.06) and add one (1) part time (32/40) Driver Clerk (9QWA) (represented) position at salary plan and grade TB5 1026 (\$4,125.81 - \$5,014.94) in the Library.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual savings to the Library Fund of approximately \$62. No fiscal impact to the County general fund.

**BACKGROUND:**

On December 13, 2022 the Board approved adding a Library Assistant-Journey Level position to the Library, using funding from Measure X. The purpose of this position was to support the reference duties of the Librarian II position providing mobile early literacy services to children aged 0-5 years old.

After receipt of the vehicle that will be used to provide mobile early literacy services, the Library determined that a Driver Clerk classification was more appropriate, as the position will need to operate a vehicle on a scheduled route, and load and unload the vehicle of materials. Additionally, a Driver Clerk is necessary to safely operate hardware attached to the vehicle. A review of the responsibilities also demonstrated that the Librarian assigned to the unit could adequately handle the reference related responsibilities and fulfill the purpose of the unit.

Without a Driver Clerk position, the Library will be unable to fulfill its obligation as there will not be an appropriate classification to operate the vehicle. This is an extant circumstance that was not anticipated at the time the Library Assistant-Journey Level position was approved. Consequently, the department requests canceling the Library Assistant-Journey Level position and adding a Driver Clerk position.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this position change is not approved, the Library will be unable to provide mobile early literacy library services to underserved populations.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Samuel Treanor (925) 608-7702

By: , Deputy

cc:

ATTACHMENTS

54508\_P300 26177 Cancel 3240 LAJ add 3240 Driver Clerk in Library

**POSITION ADJUSTMENT REQUEST**

NO. 26177  
DATE 8/1/2023

Department Library Department No./  
Budget Unit No. 620 Org No. 3702 Agency No. 85  
Action Requested: Add one (1) part-time 32/40 Driver Clerk (9QWA) position and cancel one (1) vacant part-time 32/40 Library Assistant-Journey Level (3KVB) position 19551.

Proposed Effective Date: 8/1/2023

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 (\$62.00) Net County Cost (\$600.00)  
Total this FY (\$57.00) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Library Fund

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

Alison McKee

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie Enea

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/4/2023

Cancel one (1) vacant part time (32/40) Library Assistant-Journey Level (3KVB) (represented) position number 19551 at salary plan and grade QXX 1030 (\$4,130.69 - \$5,275.06) and add one (1) part time (32/40) Driver Clerk (9QWA) (represented) position at salary plan and grade TB5 1026 (\$4,125.81 - \$5,014.94) in the Library.

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Carol Berger

8/4/2023

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

8/10/2023

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: \_\_\_\_\_

/s/ Julie Enea

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

No. \_\_\_\_\_

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: August 15, 2023

**Subject:** Side Letter to Amend Sections of the Contra Costa County Defenders Association MOU

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/531 approving a Side Letter between Contra Costa County and the Contra Costa County Defenders Association ("Association") modifying Section 5.15 - Parallel Deputy Public Defender Compensation Adjustments, and Section 17 - Probationary Period, of the Memorandum of Understanding between the County and Association.

**FISCAL IMPACT:**

This is a cost neutral action.

**BACKGROUND:**

The Office of the Public Defender will be re-organizing its existing Deputy Public Defender series by reallocating salaries of existing classifications and reclassifying incumbents into the updated classes that correspond with their experience and/or salary. The District Attorney recently took similar action in June of this year. This Side Letter is necessary to ensure that the existing parity clause in Section 5.15 of the MOU identifies the correct corresponding classifications in the Public Defender and District Attorney offices. The Side Letter also modifies Section 17 - Probationary Period to remove reference to the Fixed Term classification, instead applying a uniform rule for probationary periods of twelve months for original entrance and six months for

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: David Sanford, Chief of Labor Relations  
925-655-2070

By: , Deputy

cc:

BACKGROUND: (CONT'D)

promotions. This change is necessary since the new Public Defender series will rely on its Deputy Public Defender I classification as the normal entry-level classification to the series.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this Side Letter will result in the Memorandum of Understanding between the County and the Association containing references to outdated classifications.

ATTACHMENTS

Resolution 2023/531

Side Letter

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

Adopted this Resolution on 08/15/2023 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2023/531**

**In the Matter of:** The Side Letter Agreement between the County of Contra Costa and the Contra Costa County Defenders Association modifying portions of the Memorandum of Understanding between the parties.

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

Effective September 1, 2023, the Side Letter of Agreement dated August 2, 2023, between the County of Contra Costa and the Contra Costa County Defenders Association, be **ADOPTED**.

**Contact: David Sanford, Chief of Labor Relations**  
**925-655-2070**

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

**ATTESTED: August 15, 2023**  
Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**



**SIDE LETTER AGREEMENT  
BETWEEN  
CONTRA COSTA COUNTY AND  
THE CONTRA COSTA COUNTY DEFENDERS' ASSOCIATION**

This Side Letter is by and between the Contra Costa County Defenders' Association ("Association") and Contra Costa County ("County") and is effective on the first of the month following approval of the Board of Supervisors.

This side letter amends the Memorandum of Understanding between the County and the Association (July 1, 2022- June 30, 2026) to reflect changes made to the classification series and updates to those Sections applicable to those classifications as follows:

**SECTION 5.15 – Parallel Deputy Public Defender Compensation Adjustments**

A. Except as provided in subsection 5.1, General Wages, of this Section, the Parties agree that the base salary rates and ranges for the corresponding level(s) of the Public Defender classification series shall be subject to the same generally applicable base salary rate increases and decreases as are applied to the corresponding level(s) of the Deputy District Attorney classification series at the same time such increases or decreases are applied to that level. For example, if the Deputy District Attorney classification series is granted a two percent increase, the Deputy Public Defender classification series will receive a two percent increase. For purposes of this subsection, corresponding levels are:

- Deputy Public Defender Fixed-Term corresponds to Deputy District Attorney Fixed-Term;
- Deputy Public Defender I, II ~~and III, and IV correspond to Deputy District Attorney I, II, III, and IV, respectively.~~ ~~corresponds to Deputy District Attorney Basic; and~~
- ~~Deputy Public Defender IV corresponds to Deputy District Attorney Advanced.~~


**SECTION 17 – PROBATIONARY PERIOD**

**17.1**        **Duration.** All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. The probationary period shall be nine (9) months for original entrance appointments and six (6) months for promotional appointments, except that the probationary period for all Deputy Public Defenders classes shall be twelve (12) ~~six (6)~~ months for original entrance and six (6) months for promotional appointments. ~~Notwithstanding the other provisions of this section, the probation period for all appointments to the Deputy Public Defender Fixed-Term classification will be twelve (12) months.~~

The terms of this Side Letter will be incorporated into the next MOU between the County and the Association. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between the County and the Association (July 1, 2022- June 30, 2026) remain unchanged by this Side Letter.

**Date:** 8/2/2023

**Contra Costa County:**  
(Signature / Printed Name)

 / David Sanford


\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_

**CCC Defenders' Association:**  
(Signature / Printed Name)

 / Zoe Palitz

\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: August 15, 2023

**Subject:** Add one Board of Supervisors Assistant-Specialist and Cancel one Board of Supervisors Assistant-General Secretary

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 26181 to cancel one Board of Supervisors Assistant - General Secretary (J993) (unrepresented) position number 11377 and add one full-time Board of Supervisors Assistant - Specialist (J994) (unrepresented) position in the Board of Supervisors, District III office.

**FISCAL IMPACT:**

Up to \$31,812, including \$5,202 related to the employer share of pension costs annually; 100% General Fund. The increased cost of this action will be absorbed into the current District III operating budget.

**BACKGROUND:**

The District III staff has conducted an assessment of future staffing needs, including a review of current vacancies and determined that one Board of Supervisors Assistant - General Secretary position should be canceled and replaced with a Board of Supervisors Assistant - Specialist level position. This change will ensure continued consistent delivery of services to constituents at the appropriate service level within District III.

Today's action cancels one Board of Supervisors Assistant - General

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Teresa Gerringer, (925) 655-2330

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Secretary (J993) (unrepresented) position number 11377 and adds one full-time Board of Supervisors Assistant - Specialist (J994) (unrepresented) position in the District III office. There is an existing eligible list available for this classification, which will also ensure the the vacancy is filled promptly.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the District III staffing plan will not be implemented.

ATTACHMENTS

AIR 54569 P300 26181 Add and Cancel

**POSITION ADJUSTMENT REQUEST**

NO. 26181  
DATE 8/8/2023

Department Board of Supervisors, District III Department No./  
Budget Unit No. 0001 Org No. 1103 Agency No. 01  
Action Requested: Cancel one Board of Supervisors Assistant - General Secretary (J993) (unrepresented) position number 11377 and add one full-time Board of Supervisors Assistant - Specialist (J994) (unrepresented) position in the Board of Supervisors, District III office

Proposed Effective Date: 8/16/2023

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 \$31,812.00 Net County Cost \$31,812.00  
Total this FY \$27,836.00 N.C.C. this FY \$27,836.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

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

Timothy Ewell for Teresa Gerringer

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Timothy Ewell

8/8/2023

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/9/2023

Cancel one Board of Supervisors Assistant - General Secretary (J993) (unrepresented) position number 11377 and add one full-time Board of Supervisors Assistant - Specialist (J994) (unrepresented) position in the Board of Supervisors, District III office.

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Gladys Reid

8/9/2023

\_\_\_\_\_  
(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: Marla Stuart, Employment and Human Services Director  
Date: August 15, 2023

Subject: No Cost Extension Amendment for Abuse in Later Life Program Grant

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a grant amendment for elder abuse services with the U.S. Department of Justice, Office of Violence Against Women, to extend the term from an end date of September 30, 2023, to a new end date of September 30, 2024, with no change in the grant amount of \$400,000.

**FISCAL IMPACT:**

There is no fiscal impact, grant extension only.

**BACKGROUND:**

On February 11, 2020 (C.24), the Board of Supervisors approved Employment and Human Services (EHSD) on behalf of the Contra Costa Alliance to End Abuse (Alliance) to apply for and accept grant funding in an amount not to exceed \$400,000 from the Department of Justice, Office of Violence Against Women for the Abuse in Later Life (ALL) Program for the period of October 1, 2020, through September 30, 2023. On November 21, 2020, the Alliance accepted the award.

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Tracy Story (925) 608-4960

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The Abuse in Later Life Program supports a comprehensive approach to addressing abuse in later life, including domestic violence, dating violence, sexual assault, stalking, neglect, and exploitation committed against victims who are 50 years of age or older. This grant has funded: 1) trainings of law enforcement agencies, prosecutors, courts, and victim services providers in recognizing and addressing instances of elder abuse; 2) the enhancement of services for victims of abuse in later life; 3) the expansion of a multidisciplinary team to respond to victims of abuse in later life; and 4) the implementation of direct services cross trainings among law enforcement, prosecutors, courts and direct service agencies to share intervention techniques, strategies, and information, and, thus, effectively respond to and better serve victims of abuse in later life.

Due to the COVID-19 restrictions and shifting of trainings from in person to video, EHSD will request a no cost extension of this program's original end date of September 30, 2023, to a new end date of September 30, 2024, to meet program deliverables as written in the proposal.

CONSEQUENCE OF NEGATIVE ACTION:

Without the extension of grant funding period, the Contra Costa Abuse in Later Life program cannot complete the program deliverables and not be able to continue support to victims of abuse in later life.





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

Subject: Regional Resilience Planning Grant Opportunity

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/529 to approve and authorize the Conservation and Development Director, or designee, to apply for and accept a grant of up to a maximum of \$650,000 from the California Governor's Office of Planning and Research, Regional Resilience Planning Grant Program for the preparation of the Contra Costa County Sea Level Rise Resilience and Adaptation Plan that would create focused adaptation strategies and implementation actions for the communities along Contra Costa County's shoreline.

**FISCAL IMPACT:**

If awarded, the Regional Resilience Grant Program (RRGP) Planning Grant funds will be distributed among the lead applicant (County) and any co-applicants. Currently the City of Pinole, West County Waste Water District, The Watershed Project, and the Greenbelt Alliance have indicated interest in becoming co-applicants. This partnership will improve capacity and develop priorities that address sea level rise adaption within our respective jurisdictions. Measure X funds for climate equity and resilience support the work of the Department of Conservation and Development staff who will be administering the grant. The RRGP program does not require a County match.

**BACKGROUND:**

Sea Level Rise (SLR) is altering the physical environment and is a continual challenge to the 1.16 million people of Contra Costa County. With warmer temperatures and more extreme weather, SLR modeling indicates we can expect the County's shoreline, comprised of built and natural infrastructure, to be subject to more severe and frequent flooding. The assets at risk include homes and businesses, shoreline disadvantaged/impacted communities adjacent to industrial sites, hazardous materials sites, brownfields, the US Navy's Military Ocean Terminal at Concord, railroads, wastewater treatment facilities, electrical substations, natural gas and crude oil pipelines, prime agricultural resources, and in-Delta Legacy Communities. The Contra Costa County shoreline is also home to four refineries, two of which are in the process of converting their operations to process renewable fuel.

The San Francisco Bay Conservation and Development Commission (BCDC) has been leading the Bay Area's planning response to sea level rise and has conducted numerous studies and reports on the impacts of sea level rise in the region. The County has participated in these regional efforts - BCDC Contra Costa Adapting to Rising Tides study, BCDC East Contra Costa Adapting to Rising Tides study, and Delta Stewardship Council's Delta Adapts Vulnerability Assessment - that broadly characterize sea level rise risks to subregions of Contra Costa County.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Ryan Hernandez, 925-655-2919

By: , Deputy

cc:

BACKGROUND: (CONT'D)

According to the April 2023 joint presentation by the Metropolitan Transportation Commission/Association of Bay Area Governments and the Bay Conservation and Development Commission to BCDC, the cost to adapt to sea level rise in the Bay Area is estimated to be approximately \$110 billion. Of the \$110 billion, it is estimated that \$13 billion is needed to pay for adaptation in Contra Costa County alone. Contra Costa County was identified as one of three Bay Area counties with significant adaptation implementation gaps.

In May 2023, the Board established the "Contra Costa Resilient Shoreline Ad Hoc Committee" (Committee) to address sea level adaptation and resilience composed of two County Supervisors with staff support by the Department of Conservation and Development (DCD). The Committee will lead the effort to prepare the Contra Costa County Sea Level Rise Resilience and Adaptation Plan (Plan). The Plan would be developed and guided by community input with the goal to build capacity to prepare for, and recover from, the disruptions of sea level rise.

The costs in staff time and materials for DCD work activities associated with the Committee will be funded by the Measure X – Climate Equity and Resilience Investment allocation administered by the department. However, additional funding will be necessary to develop a robust sea level rise adaptation plan.

The Regional Resilience Grant Program (RRGP) operates through the Office of Planning Research's Integrated Climate Adaptation and Resiliency Program and will help address local, regional, and tribal climate resilience needs by supporting climate resilient planning and implementation projects at the regional scale. The RRGF will help regions advance resilience through three major activities: planning, project implementation, and capacity building. The RRGF will award funds based on project type (planning and implementation) and consider respective capacity-building efforts within each project type. The RRGF aims to award funds to projects that encourage diverse regional-scale partnerships and collaboration.

DCD has started outreach to our shoreline cities, special districts, and community-based organizations to gauge interest in being a co-applicant on this grant. So far, the City of Pinole, West County Wastewater District, The Watershed Project, and Greenbelt Alliance are interested in partnering. Outreach and meetings will continue until all shoreline cities and other shoreline stakeholders are briefed about this grant opportunity.

Staff recommends the Board approve the submittal of the RRGF planning grant application to develop the Contra Costa County Sea Level Rise Resilience and Adaptation Plan.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board not approve the grant application, the County would miss an opportunity to leverage State funds for developing a sea level rise resilience and adaptation plan.

ATTACHMENTS

Resolution 2023/529

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

Adopted this Resolution on 08/15/2023 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2023/529**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY AUTHORIZING PREPARATION AND SUBMITTAL OF A REGIONAL RESILIENCE GRANT PROGRAM PLANNING GRANT APPLICATION TO THE CALIFORNIA GOVERNOR'S OFFICE OF PLANNING AND RESEARCH**

**WHEREAS**, climate change is accelerating rising sea levels, increasing storm frequency and intensity, and moving groundwater toward the surface. The confluence of more intense winter storms, extreme high tides, and higher runoff, with higher sea levels, will increase the frequency and duration of shoreline flooding long before areas are permanently inundated by sea level rise alone, threatening our economy, public health, and natural resources; and

**WHEREAS**, Contra Costa County is one of the nine San Francisco Bay Area counties and is one the five Sacramento San Joaquin Delta counties, with eight cities and twelve unincorporated communities along the 90 plus miles of shoreline; and

**WHEREAS**, the San Francisco Bay Area is a vibrant, diverse, ecologically unique, innovative, and pioneering region that will be deeply and deleteriously affected by climate change without tremendous effort and investments to adapt to a constantly changing shoreline. The San Francisco Bay shoreline constitutes approximately one-third of the California coastline, but the Bay Area is estimated to experience two-thirds of the negative economic impacts due to the flooding that would occur absent adequate measures to adapt and protect people, places, and habitats; and

**WHEREAS**, Sacramento San Joaquin Delta is the largest freshwater tidal estuary of its kind on the American west coast, providing invaluable ecological, economic, and cultural resources to Contra Costa County and the entire Delta region as well as drinking water for much of the population in California; and

**WHEREAS**, the Bay and Delta ecosystems are already stressed by human activities that have drastically lowered its adaptive capacity, and climate change will further alter the ecosystem by inundating or eroding remaining wetlands, changing sediment dynamics, altering species composition, increasing the acidity of waters, changing freshwater flows and/or salinity, altering the food web, and impairing water quality. Moreover, further loss of tidal wetlands will increase the risk of shoreline flooding; and

**WHEREAS**, flood damage to vital shoreline development, public infrastructure, and facilities such as neighborhoods, commercial centers, airports, seaports, regional transportation facilities, landfills, contaminated lands, and wastewater treatment facilities absent adaptation will require costly repairs and likely will result in the interruption or loss of vital services, large-scale social dislocation, and degraded environmental quality; and

**WHEREAS**, the increasingly frequent and severe impacts of climate change in the Bay and Delta do not conform to jurisdictional boundaries or the planning and regulatory authority of any one agency or organization; and

**WHEREAS**, the impacts of sea level rise in Contra Costa County have been well documented through numerous studies developed by the Bay Conservation and Development Commission, Contra Costa County, the Delta Stewardship Council, and other organizations; and

**WHEREAS**, Contra Costa County recognizes the urgency of taking bold action to mitigate greenhouse gas emissions and adapt to the impacts of climate change, ensuring a sustainable and prosperous future for all residents; and

**WHEREAS**, climate change impacts in Contra Costa County will be most acutely felt by children, seniors, low income populations, communities of color, and residents with unstable economic or housing situations; and

**WHEREAS**, the Vulnerability Assessment developed for the Envision Contra Costa 2040 General Plan indicates that the most

vulnerable County residents, including households in poverty, low-income households, and persons experiencing homelessness, are more likely to be severely impacted by a changing climate, including flooding and sea level rise; and

**WHEREAS**, the Regional Resilience Grant Program Planning Grant provide a unique opportunity for Contra Costa County to access funding, technical assistance, and resources to build the capacity of Contra Costa County jurisdictions along the shoreline to be resilient against the impacts of rising seas and develop cross-jurisdictional partnerships and collaboratives at a scale that addresses the needs and priorities of Contra Costa County’s unique shoreline communities; and

**WHEREAS**, the Board of Supervisors of Contra Costa County is eligible to receive State funding for certain sustainability projects and programs and related work through the California Governor’s Office of Planning and Research; and

**WHEREAS**, authorization, like a resolution, is required showing that the grantee is authorized to sign the grant agreement with the California Governor’s Office of Planning and Research before such funds can be claimed through the Regional Resilience Grant Program; and

**WHEREAS**, the Board of Supervisors of Contra Costa County appoints the Conservation and Development Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, and payment requests that may be necessary for completion of the aforementioned applications;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Contra Costa County, that the Conservation and Development Director, or designee, is authorized to apply for and accept a Regional Resilience Grant Program Planning Grant, and if selected for an award, is authorized to execute funding agreements and other documents necessary for this purpose.

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

**ATTESTED: August 15, 2023**

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

**Contact: Ryan Hernandez, 925-655-2919**

By: , Deputy

**cc:**



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Amendment Agreement #29-806-9 with the City of Concord Community Development Block Grant Funding

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #29-806-9 with the City of Concord, to amend Agreement #29-806-8 to increase the amount payable to the County by \$12,500, from \$12,500 to a new amount of \$25,000 for the provision of homeless outreach services for the Coordinated Outreach, Referral and Engagement (CORE) Program and to extend the term from June 30, 2023 to June 30, 2024.

**FISCAL IMPACT:**

Approval of this amendment agreement will allow the county to receive an additional amount of \$12,500, for Fiscal Year 2023-24, from the City of Concord to provide homeless outreach services. No County match required.

**BACKGROUND:**

CORE teams serve as an entry point into the County’s coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families. County has been providing homeless outreach service under this contract since July 2017.

On August 1, 2023 the Board of Supervisors approved Agreement #29-806-8 to receive funds in an amount of \$12,500 from the City of Concord for the provision of homeless outreach services for the CORE Program which locates and engages homeless clients throughout Contra Costa County for the period July 1, 2022 through June 30, 2023. This agreement included the County agreeing to indemnify and hold harmless the City for claims arising out of County’s performance under this agreement.

Approval of Amendment Agreement #29-806-9 will allow county to receive additional funds from the City of Concord to continue providing homeless outreach services, through June 30, 2024. This Amendment/Extension is retroactive due to the Health, Housing and Homeless Services Division not receiving the agreement until June 23, 2023.

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Christy Saxton, 925-608-6700

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the county will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Standard Agreement #28-037 with Department of State Hospitals

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Standard Agreement #28-037 (State #23-79003-000) with the Department of State Hospitals, to pay County in an amount not to exceed \$500,000 to participate in a collaborative community stakeholder workgroup to reduce the number of individuals with serious mental illness arrested and incarcerated for behavior connected to mental illness for the period July 1, 2023 through June 30, 2028.

**FISCAL IMPACT:**

Approval of this agreement will result in an amount payable to County of \$500,000 from the State Department of Hospitals. (No County match)

**BACKGROUND:**

The collaborative community workgroup will focus on developing and implementing local solutions that target the reduction of the number of individuals with serious mental illness arrested and incarcerated for behavior connected to mental illness. This will include, but is not limited to, planning for care court, coordinating treatment, discussing housing options, planning for rearrest and/or reentry into diversion programs. The workgroup will also focus on the reduction of Felony Incompetent to Stat Trial (FIST) commitments overall within the County.

Approval of Standard Agreement #28-037 will allow County to receive funds through June 30, 2028. This agreement includes the county agreeing to indemnify the grantor for any claims arising out the performance of County under this agreement. This agreement was delayed due to County not receiving the agreement from the grantor until May 2023.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved, County will not receive funds to help reduce cases where individuals with serious mental illness are arrested and incarcerated for behavior connected to mental illness.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

By: , Deputy

cc: L Walker, M Parkinen

ATTACHMENTS





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

Subject: Climate Resilience Regional Challenge Planning Grant Opportunity

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2023/530 to approve and authorize the Conservation and Development Director, or designee, to apply for and accept a grant of up to a maximum of \$1,000,000 from the National Oceanic and Atmospheric Administration, Climate Resilience Regional Challenge Planning Grant for the preparation of the Contra Costa County Sea Level Rise Resilience and Adaptation Plan that would create focused adaptation strategies and implementation actions for the communities along Contra Costa County's shoreline.

**FISCAL IMPACT:**

If awarded, the Climate Resilience Regional Challenge (CRRC) Planning Grant funds will be distributed among the lead applicant (County) and any co-applicants. Currently the City of Pinole, West County Waste Water District, The Watershed Project, and Greenbelt Alliance have indicated interest in becoming a co-applicant. This partnership will improve capacity and develop priorities that address sea level rise adaption within our respective jurisdictions. Measure X funds for climate equity and resilience support the work of the Department of Conservation and Development (DCD) staff who will be administering the grant. The CRRC program does not require a County match.

**BACKGROUND:**

Sea Level Rise (SLR) is altering the physical environment and is a continual challenge to the 1.16 million people of Contra Costa County. With warmer temperatures and more extreme weather, SLR modeling indicates we can expect the County's shoreline, comprised of built and natural infrastructure, to be subject to more severe and frequent flooding. The assets at risk include homes and businesses, shoreline disadvantaged/impacted communities adjacent to industrial sites, hazardous materials sites, brownfields, the US Navy's Military Ocean Terminal at Concord, railroads, wastewater treatment facilities, electrical substations, natural gas and crude oil pipelines, prime agricultural resources, and in-Delta Legacy Communities. The Contra Costa County shoreline is also home to four refineries, two of which are in the process of converting their operations to process renewable fuel.

The San Francisco Bay Conservation and Development Commission (BCDC) has been leading the Bay Area's planning response to sea level rise and has conducted numerous studies and reports on the impacts of sea level rise in the region. The County has participated in these regional efforts - BCDC Contra Costa Adapting to Rising Tides study, BCDC East Contra Costa Adapting to Rising Tides study, and Delta Stewardship Council's Delta Adapts Vulnerability Assessment - that broadly characterize sea level rise risks to subregions of Contra Costa County.

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Ryan Hernandez, 925-655-2919

By: , Deputy

cc:

BACKGROUND: (CONT'D)

According to the April 2023 joint presentation by the Metropolitan Transportation Commission/Association of Bay Area Governments and the Bay Conservation and Development Commission to BCDC, the cost to adapt to sea level rise in the Bay Area is estimated to be approximately \$110 billion. Of the \$110 billion, it is estimated that \$13 billion is needed to pay for adaptation in Contra Costa County alone. Contra Costa County was identified as one of three Bay Area counties with significant adaptation implementation gaps.

In May 2023, the Board established the "Contra Costa Resilient Shoreline Ad Hoc Committee" (Committee) to address sea level adaptation and resilience composed of two County Supervisors with staff support by the Department of Conservation and Development (DCD). The Committee will lead the effort to prepare the Contra Costa County Sea Level Rise Resilience and Adaptation Plan (Plan). The Plan would be developed and guided by community input with the goal to build capacity to prepare for, and recover from, the disruptions of sea level rise.

The costs in staff time and materials for DCD work activities associated with the Committee will be funded by the Measure X – Climate Equity and Resilience Investment allocation administered by the department. However, additional funding will be necessary to develop a robust sea level rise adaptation plan.

The Climate Resilience Regional Challenge (CRRC) operates through the National Oceanic and Atmospheric Administration via the Inflation Reduction Act. CRRC will support collaborative approaches to achieving resilience in coastal regions with an emphasis on risk reduction, regional collaboration, equity, and building enduring capacity. Track One of the CRRC, Regional Collaborative Building and Strategy Development supports building capacity for, development of, and collaboration on transformational resilience and adaptation strategies for coastal communities. The CRRC will award funds based on regional coordination, engagement, planning, advancement of equitable outcomes, and capacity building for resilience and adaptation.

DCD has started outreach to our shoreline cities, special districts, and community-based organizations to gauge interest in being a co-applicant on this grant. So far, the City of Pinole, West County Wastewater District, The Watershed Project, and Greenbelt Alliance are interested in partnering. Outreach and meetings will continue until all shoreline cities and other shoreline stakeholders are briefed about this grant opportunity.

Staff recommends the Board approve the submittal of the CRRC planning grant application to develop the Contra Costa County Sea Level Rise Resilience and Adaptation Plan.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board not approve the grant application, the County would miss an opportunity to leverage federal funds for the development of a sea level rise resilience and adaptation plan.

ATTACHMENTS

Resolution 2023/530

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

Adopted this Resolution on 08/15/2023 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2023/530**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY AUTHORIZING PREPARATION AND SUBMITTAL OF A CLIMATE RESILIENCE REGIONAL CHALLENGE APPLICATION TO THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

**WHEREAS**, climate change is accelerating rising sea levels, increasing storm frequency and intensity, and moving groundwater toward the surface. The confluence of more intense winter storms, extreme high tides, and higher runoff, with higher sea levels, will increase the frequency and duration of shoreline flooding long before areas are permanently inundated by sea level rise alone, threatening our economy, public health, and natural resources; and

**WHEREAS**, Contra Costa County is one of the nine San Francisco Bay Area counties and is one the five Sacramento San Joaquin Delta counties, with eight cities and twelve unincorporated communities along the 90 plus miles of shoreline; and

**WHEREAS**, the San Francisco Bay Area is a vibrant, diverse, ecologically unique, innovative, and pioneering region that will be deeply and deleteriously affected by climate change without tremendous effort and investments to adapt to a constantly changing shoreline. The San Francisco Bay shoreline constitutes approximately one-third of the California coastline, but the Bay Area is estimated to experience two-thirds of the negative economic impacts due to the flooding that would occur absent adequate measures to adapt and protect people, places, and habitats; and

**WHEREAS**, the Sacramento San Joaquin Delta is the largest freshwater tidal estuary of its kind on the American west coast, providing invaluable ecological, economic, and cultural resources to Contra Costa County and the entire Delta region as well as drinking water for much of the population in California; and

**WHEREAS**, the Bay and Delta ecosystems are already stressed by human activities that have drastically lowered its adaptive capacity, and climate change will further alter the ecosystem by inundating or eroding remaining wetlands, changing sediment dynamics, altering species composition, increasing the acidity of waters, changing freshwater flows and/or salinity, altering the food web, and impairing water quality. Moreover, further loss of tidal wetlands will increase the risk of shoreline flooding; and

**WHEREAS**, flood damage to vital shoreline development, public infrastructure, and facilities such as neighborhoods, commercial centers, airports, seaports, regional transportation facilities, landfills, contaminated lands, and wastewater treatment facilities absent adaptation will require costly repairs and likely will result in the interruption or loss of vital services, large-scale social dislocation, and degraded environmental quality; and

**WHEREAS**, the increasingly frequent and severe impacts of climate change in the Bay and Delta do not conform to jurisdictional boundaries or the planning and regulatory authority of any one agency or organization; and

**WHEREAS**, the impacts of sea level rise in Contra Costa County have been well documented through numerous studies developed by the Bay Conservation and Development Commission, Contra Costa County, the Delta Stewardship Council, and other organizations; and

**WHEREAS**, Contra Costa County recognizes the urgency of taking bold action to mitigate greenhouse gas emissions and adapt to the impacts of climate change, ensuring a sustainable and prosperous future for all residents; and

**WHEREAS**, climate change impacts in Contra Costa County will be most acutely felt by children, seniors, low income populations, communities of color, and residents with unstable economic or housing situations; and

**WHEREAS**, the Vulnerability Assessment developed for the Envision Contra Costa 2040 General Plan indicates that the most vulnerable County residents, including households in poverty, low-income households, and persons experiencing homelessness,

are more likely to be severely impacted by a changing climate, including flooding and sea level rise; and

**WHEREAS**, the Board of Supervisors of Contra Costa County is eligible to receive federal funding through the National Oceanic and Atmospheric Administration's Climate Resilience Regional Challenge via the Inflation Reduction Act; and

**WHEREAS**, authorization, like a resolution, is required showing that the grantee is authorized to sign the grant agreement with the National Oceanic and Atmospheric Administration before such funds can be claimed through the Climate Resilience Regional Challenge Grant Program; and

**WHEREAS**, the Board of Supervisors of Contra Costa County appoints the Conservation and Development Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, and payment requests that may be necessary for completion of the aforementioned applications;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Contra Costa County, that the Conservation and Development Director, or designee, is authorized to apply for and accept a Climate Resilience Regional Challenge Award, and if selected for an award, is authorized to execute funding agreements and other documents necessary for this purpose.

I hereby certify that this 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: Ryan Hernandez, 925-655-2919**

**ATTESTED: August 15, 2023**

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

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Alison McKee, County Librarian  
Date: August 15, 2023

**Subject:** East Bay Community Foundation Grant Funds Administered by the Rodeo Municipal Advisory Council

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$5,000 from the East Bay Community Foundation, administered by the Rodeo Municipal Advisory Council, for Rodeo Library services pursuant to the local refinery Good Neighbor Agreement for the period January 1 through June 30, 2024.

**FISCAL IMPACT:**

No Library Fund match.

**BACKGROUND:**

The County currently funds 18 hours of library service at the Rodeo Library. If granted, the \$5,000 from The East Bay Community Foundation, administered by the Rodeo Municipal Advisory Council, will be used to fund additional hours of library service. The proposed additional hours will provide one extra hour of Saturday service, and three extra hours of evening service two weekdays per week. These extended hours offer Rodeo residents additional opportunities to make use of the educational and recreational resources available at the library.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Walt Beveridge 925-608-7730

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the grant proposal is not approved, the Rodeo Library will remain open for the County funded 18 hours per week, instead of the proposed 23 hours per week.



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Caoile, Director of Risk Management  
Date: August 15, 2023

Subject: Contract with Robert Half International, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Risk Management, or designee, to execute a contract with Robert Half International, Inc. in an amount not to exceed \$195,000 to provide temporary staffing services for unrepresented vacancies for the period of August 25, 2023 through May 24, 2024.

**FISCAL IMPACT:**

Costs of up to \$195,000 will be paid from the General Fund.

**BACKGROUND:**

Robert Half International, Inc. will provide temporary Risk Management Analyst services in administration, workers' compensation, general liability, finance, and safety and loss control. Specialized temporary staff is needed to fill unrepresented vacant funded positions while the Department continues recruiting efforts to hire permanent staff.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Karen Caoile, 925-335-1400

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Risk Management Department will not be able to meet its responsibilities in support of its administrative, workers' compensation, general liability, finance, and safety and loss control units.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Contract #72-190 with The Regents of the University of California, on behalf of University of California, Berkeley

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #72-190 with The Regents of the University of California, on behalf of University of California, Berkeley, a state educational institution, in an amount not to exceed \$400,000, to provide research, evaluation, and technical support for projects maintained by Contra Costa Health Services for the period from September 1, 2023 through August 31, 2028.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$400,000 over a 5-year period and will be funded by 51% Measure X (\$202,532) and 49% California Department of Public Health funds (\$197,468) .

**BACKGROUND:**

This contract and data use agreement allows The Regents of the University of California, on behalf of its Berkeley campus, to support the Health Services Department with research and evaluation projects. Under this contract, Contra Costa Health Services (CCHS) will provide the University with data with which the University will conduct various projects, including evaluations of Public Health programs such as behavioral health crisis response services, the CalAIM program, and CommunityConnect. These evaluations will aid the county in its efforts to improve outcomes for Californians who utilize public services and have issues related to poverty, education, social programs, health, employment, or criminal justice.

Under contract #72-190, the parties will execute a Data Use Agreement (DUA) providing University with the right to use County data for academic literature and publications for use by CCHS and the wider academic community. Under the DUA, the University disclaims all representations and warranties concerning the research and publications, including (without) limitation warranties of noninfringement and intellectual property rights and a provision providing that neither party shall use or register the other party's name in a press release or publicity concerning this contract or any product or service resulting from this contract except as expressly provided under the DUA.

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Anna M. Roth RN, MS, MPH,  
925-957-5267

By: , Deputy

cc: f carroll, Laura Bright

BACKGROUND: (CONT'D)

This contract includes a limitation of liability limiting the University's liability to, in no event, shall it be liable for any damages arising from a breach of the terms.

Approval of Contract #72-190 allows the county to provide data to the University and allows the University to provide evaluation services through August 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County Health department will have no rigorous evaluation strategy or product for a number of high priority programs.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Amendment #27-277-27 with Kaiser Foundation Health Plan, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #27-277-27 with Kaiser Foundation Health Plan, Inc., a non-profit corporation, effective January 1, 2022, to amend Contract #27-277-20 (as amended by Amendments #27-277-21 through #27-277-26), with no change in the payment limit of \$600,000,000 to include the Department of Health Care Services (DHCS) mandated Medi-Cal Managed Care Plans (MCP) to implement California Advancing and Innovating Medi-Cal (CalAIM) initiatives with no change in the term of the agreement.

**FISCAL IMPACT:**

Approval of this amendment will result in no additional contractual expenditures as funded 100% by Contra Costa Health Plan Enterprise Fund II. (Additional Rates)

**BACKGROUND:**

Contra Costa Health Plan (CCHP) has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. This contractor has been a part of the CCHP Provider Network since October 1, 2004, providing health care services for CCHP Medi-Cal recipients enrolled in the Kaiser Foundation Health Plan.

On September 27, 2016, the Board of Supervisors approved Contract #27-277-20 with Kaiser Foundation Health Plan, Inc., in an amount not to exceed \$600,000,000 to provide health care services for Medi-Cal recipients enrolled in the Kaiser Foundation Health Plan, for the period from October 1, 2016 through September 30, 2019.

On July 10, 2018, the Board of Supervisors approved Contract Amendment Agreement #27-277-21, to add a Delegation Agreement with no change in the payment limit of \$600,000,000 or term of October 1, 2016 through September 30, 2019.

On September 10, 2019, the Board of Supervisors approved Contract Amendment/Extension Agreement #27-277-22, to extend the term from September 30, 2019 to September 30, 2021, with no change in the payment limit of \$600,000,000, to allow the contractor to continue providing additional Medi-Cal services to Medi-Cal members enrolled in the Kaiser Health Plan.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy

BACKGROUND: (CONT'D)

On September 21, 2021, the Board of Supervisors approved item C.34 to clarify incorrect term language as previously approved by the Board on September 27, 2016, July 10, 2018 and September 10, 2019 to correct the term to match the agreement so it will automatically be renewed for successive two-year periods, until such time it is terminated by either party.

On January 18, 2022, the Board of Supervisors approved Contract Amendment Agreement #27-277-25 to modify the Delegation Agreement, to include data exchange requirements per the DHCS All Plan Letter 20-017, and revise reporting requirements for continuing Medi-Cal services for CCHP members enrolled in the Kaiser Health Plan with no change in the payment limit of \$600,000,000 or term.

On July 26, 2022, the Board of Supervisors approved Contract Amendment Agreement #27-277-26 to modify the Delegation Agreement, to include current National Committee for Quality Assurance (NCQA) accreditation standards, and revise reporting requirements, for continuing Medi-Cal services for CCHP members enrolled in the Kaiser Health Plan with no change in the term of the agreement that is renewed for successive two-year periods, until such time it is terminated by either party.

Approval of Contract Amendment Agreement #27-277-27 will allow contractor to modify contract to include provisions from DHCS All Plan Letters 21-012 (revised), 21-015 and 21-016 to implement the Cal AIM initiative to meet new requirements including Medi-Cal MCPs revised services and compensation pages for enhanced care management, division of financial responsibility and community support services for continuing Medi-Cal services for CCHP members enrolled in the Kaiser Health Plan with no change in the payment limit of \$600,000,000 and no change in the term of the agreement that is renewed for successive two-year periods, until such time it is terminated by either party.

This request was delayed due to Contractor's and Division's ongoing negotiations to implement new mandated CalAIM initiatives to reach agreement regarding additions to rate structure and service revisions to retain compliance with Department of Health Care Services.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, current DHCS requirements to implement the CalAIM initiative including Medi-Cal MCPs revised services and compensation pages for enhanced care management will not be included in the current agreement and county may be out of compliance with DHCS requirements.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

**Subject:** Tax and Bond Counsel Contract Amendment with Quint & Thimmig LLP

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Quint & Thimmig, LLP, to extend the term from September 30, 2023 through March 31, 2024, with no change to the payment limit of \$500,000, to provide continuing bond and tax counsel services.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action. In the event that the bonds are issued for multifamily housing projects, the County is reimbursed for costs incurred in the issuance process. Expenses, including legal/counsel expenses, and annual expenses for monitoring of Regulatory Agreement provisions ensuring certain units in the multifamily housing projects will be rented to low-income households are accommodated in the bond issue. The bonds will be solely secured by and payable from revenues (e.g. development rents, reserves, etc.) pledged under the bond documents. No County funds are pledged to secure the bonds.

**BACKGROUND:**

On May 21, 2021, the County issued a Request for Proposals (RFP) for tax and bond counsel services related to multifamily housing revenue bond financing. After review by the Debt Affordability Advisory Committee (DAAC) and firm interviews, Quint & Thimmig, LLP (Contractor), was selected to provide bond and tax counsel services to the County for Multifamily Housing Revenue Bond, Assessment and Community Facilities District Bond, and Tax Allocation Revenue Bond issues. On July 13, 2021, the Board of Supervisors approved a contract with the Contractor with a payment limit of \$500,000 and a termination date of September 30, 2023. Staff is recommending a contract amendment of six (6) months to extend the termination date to March 31, 2024 with no change to the payment limit. This amendment and extension will ensure the Contractor continues to provide tax and bond counsel services while a new Request for Proposals can be issued by the County for the services.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County would not have legal counsel on County Multifamily Housing Revenue Bond, Assessment District, Community Facilities District and Tax Allocation Revenue Bond issues, which can create vulnerability to negative tax implications.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Deidre Hodgers, (925) 655-2892

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

The recommendation supports one or more of the following children's 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.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Contract #23-805 with Metopio Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-805 with Metopio Inc., a corporation, in an amount not to exceed \$438,680 for hosted public health data visualization software and services for the period from August 1, 2023, through July 31, 2026.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$438,680 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

This contract meets the needs of the county’s population by providing a public health data visualization tool depicted geographically. To drive its mission to collect, analyze and disseminate health and health-related data, Contra Costa Health Services (CCHS) needs to provide timely, equitable access to public health data in the community to analyze health needs, communicate public health findings, and align efforts to improve health across the various jurisdictions in Contra Costa County. CCHS will leverage this platform to help complete community needs assessments and health improvement plans. The health atlas platform breaks down data silos to organize public health data to improve public health outcomes, increase understanding of the social determinants of health, elevate decision-making, and engage the community. The data collected will help CCHS make decisions and develop plans to improve patient health outcomes, reduce disparities, and empower grassroots efforts to improve the health of its community. CCHS issued Metopio Inc. a sole-source status for the build of the atlas on its cloud-based platform.

Approval of this new Contract #23-805 allows the contractor to provide services through July 31, 2026.

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

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Rajiv Pramanik, 925-765-8689

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the health atlas will not be built, leaving the county without the tools needed to fulfill its objectives regarding health-related data, which may negatively affect public-facing data and cross-sector data analysis for public health accreditation and CCHS strategic planning efforts.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #76-833 with Advanced Digestive Consultants, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-833 with Advanced Digestive Consultants, Inc., a corporation, in an amount not to exceed \$350,000, to provide gastroenterology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period August 1, 2023 through July 31, 2024.

**FISCAL IMPACT:**

Approval of this contract will result in annual expenditures of up to \$350,000 and will be funded as budgeted 100% by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

Due to the limited number of specialty providers available within the community, CCRMC and Health Centers rely on contracts to provide necessary gastroenterology specialty health services to their patients. These services include clinic coverage, consultation, training, medical and/or surgical procedures and on-call coverage.

Under new Contract #76-833, this contractor will provide gastroenterology services at CCRMC and Contra Costa Health Centers for the period August 1, 2023 through July 31, 2024.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, patients requiring gastroenterology services at CCRMC will not have access to Contractor's services.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Samir B. Shah, MD,  
925-370-5525

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #77-301-1 Golden Gate Urology, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-301-1 with Golden Gate Urology, Inc., a corporation, in an amount not to exceed \$1,800,000 to provide urology services to Contra Costa Health Plan (CCHP) members and county recipients for the period from September 1, 2023 through August 31, 2025.

**FISCAL IMPACT:**

Approval of this contract will result in contractual service expenditures of up to \$1,800,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (Rate increase)

**BACKGROUND:**

CCHP has an obligation to provide certain medical specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. This contractor has been a part of the CCHP Provider Network providing urology services since September 1, 2020.

On September 8, 2020, the Board of Supervisors approved Contract #77-301 with Golden Gate Urology, Inc., in an amount not to exceed \$600,000, for the provision of urology services to CCHP members and county recipients for the period September 1, 2020 through August 31, 2023.

Approval of Contract #77-301-1 will allow this contractor to continue providing urology services for CCHP members and county recipients for the period September 1, 2023 through August 31, 2025.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain specialty urology health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided, which may delay services to CCHP members.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Sharron A. Mackey,  
925-313-6104

By: , Deputy

cc: Noel Garcia, Laura Bright



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #76-793-1 with Viswanathan Gajendran, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-793-1 with Viswanathan Gajendran, M.D., an individual, in an amount not to exceed \$360,000, to provide urology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period September 1, 2023 through August 31, 2026.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$360,000 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 Contra Costa Health Centers rely on contractors to provide necessary specialty health services to their patients. Contractor's urology services will include clinic coverage, on-call services, medical and surgical procedures. This contractor has been providing urology services at CCRMC and Contra Costa Health Centers since September 1, 2022.

In August 2022, the County Administrator approved and the Purchasing Services Manager executed Contract #76-793 with Viswanathan Gajendran, M.D., in an amount not to exceed \$120,000, for the provision of urology services at CCRMC and Contra Costa Health Centers for the period September 1, 2022 through August 31, 2023.

Approval of Contract #76-793-1 will allow this contractor to continue to providing urology services at CCRMC and Contra Costa Health Centers for the period September 1, 2023 through August 31, 2026.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, patients requiring urology services at CCRMC and Contra Costa Health Centers will not have access to contractor's services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Samir B. Shah, MD,  
925-370-5525

By: , Deputy

cc: Noel Garcia, Laura Bright





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #76-792-1 with Peter Greene, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-792-1 with Peter Greene, M.D., an individual, in an amount not to exceed \$600,000 to provide urology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period September 1, 2023 through August 31, 2026.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$600,000 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 Contra Costa Health Centers rely on contractors to provide necessary specialty health services to their patients. Contractor’s urology services will include clinic coverage, on-call services, medical and surgical procedures. This contractor has been providing urology services at CCRMC and Contra Costa Health Centers since September 1, 2022.

On September 13, 2022, the Board of Supervisors approved Contract #76-792 with Peter Greene, M.D., in an amount not to exceed \$300,000, for the provision of urology services at CCRMC and Contra Costa Health Centers for the period September 1, 2022 through August 31, 2023.

Approval of Contract #76-792-1 will allow this contractor to continue to providing urology services at CCRMC and Contra Costa Health Centers for the period September 1, 2023 through August 31, 2026.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, patients requiring urology services at CCRMC and Contra Costa Health Centers will not have access to contractor’s services.

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

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: August 15, 2023

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

Contact: Samir B. Shah, MD,  
925-370-5525

By: , Deputy

cc: Noel Garcia, Laura Bright



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #76-786-1 with Esteban Cubillos Torres, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-786-1 with Esteban Cubillos Torres, M.D., an individual, in an amount not to exceed \$660,000, to provide emergency medicine physician services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period from September 1, 2023 through August 31, 2026.

**FISCAL IMPACT:**

Approval of this contract will result in contractual service expenditures of up to \$660,000 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 Contra Costa Health Centers relies on contractors to provide necessary emergency medicine specialty health services to its patients. CCRMC has contracted with Dr. Torres for emergency medicine services since September 2022.

On September 13, 2022, the Board of Supervisors approved Contract #76-786 with Esteban Cubillos Torres, M.D., in an amount of \$210,000, for the provision of emergency medicine services at CCRMC and Contra Costa Health Centers, for the period September 1, 2022 through August 31, 2023.

Approval of Contract #76-786-1 will allow this contractor to continue providing emergency medicine physician services at CCRMC and Contra Costa Health Centers through August 31, 2026.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the necessary emergency medicine physician services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

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

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023  
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Samir B. Shah, MD,  
925-370-5525

By: , Deputy

cc: Noel Garcia, Laura Bright



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Contract #26-140-7 with East Bay Audiologists, A Professional Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #26-140-7 with East Bay Audiologists, a professional corporation, in an amount not to exceed \$2,205,000, to provide audiology evaluation services and audiological supplies including hearing evaluations, hearing aid evaluations, fittings, dispensing and procurement of hearing aids at Contra Costa Regional Medical Center (CCRMC) and Health Centers for the period September 1, 2023 through August 31, 2026.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted annual expenditures of up to \$2,205,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers rely on contractors to provide necessary audiology specialty health services to its patients. County has been contracting with East Bay Audiologists for audiology evaluation services and supplies since September 2015.

On July 13, 2021, the Board of Supervisors approved Contract #26-140-5 with East Bay Audiologists, A Professional Corporation, in an amount of \$1,180,000 for the provision of audiology services including hearing evaluations, hearing aid evaluations, fittings, dispensing and procurement of hearing aids and supplies at CCRMC and Health Centers for the period September 1, 2021 through August 31, 2023.

On April 26, 2022, the Board of Supervisors approved Amendment Agreement #26-140-6 to increase the payment limit by \$290,000, from \$1,180,000 to a new payment limit of \$1,470,000, with no change in the term of September 1, 2021 through August 31, 2023.

Approval of Contract #26-140-7 will allow the contractor to continue to provide audiology services and audiological supplies at CCRMC and Contra Costa Health Centers through August 31, 2026.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: August 15, 2023

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

Contact: Samir B. Shah, MD,  
925-370-5525

By: , Deputy

cc: Noel Garcia, Laura Bright

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, patients will not receive audiology services from this contractor.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Purchase Order with Be.Workplace Design

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Hoover's Commercial Services, Inc. dba Be.Workplace Design, in an amount not to exceed \$250,000 to purchase furniture for the permanent supportive housing project under construction at 2555 El Portal Drive, San Pablo for the period from August 15, 2023 through June 30, 2024.

**FISCAL IMPACT:**

Approval of this purchase order will result in expenditures of up to \$250,000 as budgeted in the El Portal Project and will be funded by Homeless Housing, Assistance and Prevention (HHAP) state funding.

**BACKGROUND:**

Health Services' Health, Housing and Homeless Division is managing the El Portal Micro-Housing Project located in San Pablo, California. It will provide 54 units of micro-housing for homeless single adults with disabilities. Each unit is equipped with a bathroom, a shower and a kitchenette. Services will be offered on-site and tailored to an individual's needs. Services can include case management, primary and behavioral healthcare, life skills support, medication, and money management.

The investment of furnished units at move-in will assist in expediting the placement of individuals needing housing which supports the Board's goals of:

- Reducing unsheltered homelessness
- Expanding housing options available for persons experiencing homelessness or at-risk of homelessness
- Leveraging available state funding to achieve our housing goals

On September 7, 2021 the Board of Supervisors approved agenda item C.79 to execute a Participating Addendum with Kimball Office, Inc., in an amount not to exceed \$1,000,000, for the distribution of various furniture, design and installation services for use by all County Departments, during the period from September 7, 2021 through April 30, 2024, under the terms of a Master Contract awarded by the University of California, Office of the President (UC), and distributed through Be. Workplace Design.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Christy Saxton, 925-608-6700

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The vendor was selected because they are on the county approved vendor list and have special knowledge of residential use. They are using materials that are meet county standards and as well as environmental standards. This vendor is able to deliver the furniture in a timely fashion for install upon project completion. The furniture to be purchased will be used for the lobby, offices, community room and clients rooms. Without this order, we will not be able to furnish the apartments on time or with the right equipment.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved the project could be delayed and the units would not be move-in ready which may result in clients with furniture being placed faster than those without. The purpose of having standardized furniture is to be move-in ready and the units are equitable in amenities.

ATTACHMENTS



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Contract #77-200-2 with Comfort Assisting, Inc. (dba Comfort Assisting Inc. Home Health Agency)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-200-2 with Comfort Assisting, Inc. dba Comfort Assisting Inc. Home Health Agency, a corporation, in an amount not to exceed \$300,000, to provide home health care services to Contra Costa Health Plan (CCHP) members for the period December 1, 2023 through November 30, 2026.

**FISCAL IMPACT:**

Approval of this contract will result in contractual service expenditures of up to \$300,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (Rate increase)

**BACKGROUND:**

CCHP has an obligation to provide home health care services according to the terms of their Individual and Group Health Plan membership contracts with the county. Contractor has been a member of the CCHP Provider Network since December 1, 2018 providing home health care services.

In December, 2020, the County Administrator approved and the Purchasing Services Manager executed Contract #77-200-1 with Comfort Assisting, Inc., in an amount not to exceed \$30,000, for the provision of home health care services for CCHP members for the period December 1, 2020 through November 30, 2023.

Approval of Contract #77-200-2 will allow the contractor to continue providing home health care services for CCHP members through November 30, 2026.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain home health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided by this contractor which may delay services to CCHP members.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Sharron Mackey 925-313-6104

By: , Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

Subject: Blanket Purchase Order Amendment with Amazon.com Services, LLC, Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a blanket purchase order amendment with Amazon.com Services, LLC., to increase the payment limit by \$1,000,000 to a new payment limit of \$3,700,000, with no change to the term, for continued access to the online marketplace under terms of a master contract awarded by Prince William County Public Schools, Countywide.

**FISCAL IMPACT:**

This purchase order will increase the spending limit by \$1,000,000 for the remainder of the effective term. Product costs are paid by County Departments. (100% User Departments)

**BACKGROUND:**

Contra Costa Purchasing Services is requesting to add funds to an existing blanket purchase order (No. 022755) with Amazon.com Services, LLC, which is used by all County Departments to access Amazon’s online marketplace. The supplies are guaranteed through a master contract awarded by Prince William County Public Schools (PWCS), through the OMNIA Cooperative Program.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Cindy Shehorn, 925-957-2495

By: , Deputy

cc:

BACKGROUND: (CONT'D)

On June 22, 2021, the Board of Supervisors approved a blanket purchase order (BPO) between the County and Amazon.com Services, LLC. Approving this request to increase the payment limit on the existing BPO will allow the County to continue to obtain guaranteed pricing through the term of the Omnia Partner agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of additional funds, County Departments will not have access to Amazon Prime Online Marketplace, which is a resource to all County Departments for miscellaneous products with expedited delivery.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

**Subject:** Blanket Purchase Order Amendment with Cintas Corporation No. 2, Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a blanket purchase order amendment with Cintas Corporation No. 2, to increase the payment limit by \$100,000, to a new payment limit of \$750,000, with no change to the term, for facility management products and solutions including garment rental and laundry services, fire and safety products, first aid products and janitorial products under terms of a master contract awarded by Prince William County Public Schools, Countywide.

**FISCAL IMPACT:**

This purchase order will increase the spending limit by \$100,000 for the remainder of the effective term. Product costs are paid by County Departments. (100% User Departments)

**BACKGROUND:**

Contra Costa Purchasing Services is requesting to add funds to an existing blanket purchase order (No. 014764) with Cintas Corporation No. 2, which is used by all County Departments for access to the products and services detailed above. The supplies and services are guaranteed through a master contract awarded by Prince

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Cindy Shehorn, 925-957-2495

By: , Deputy

cc:

BACKGROUND: (CONT'D)

William County Public Schools (PWCS), through the OMNIA Cooperative Program. On March 22, 2022, the Board of Supervisors approved a blanket purchase order (BPO) between the County and Cintas Corporation No. 2. Approving this request to increase the payment limit on the existing BPO will allow the County to continue to obtain guaranteed pricing through the term of the Omnia Partner agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of additional funds, pending invoices submitted to the Auditor's office cannot be processed and the County Departments will not have access to the products and services provided by Cintas Corporation No. 2.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

**Subject:** Blanket Purchase Order Amendment with Federal Express, Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a blanket purchase order amendment with Federal Express (“FEDEX”) to increase the payment limit by \$100,000, to a new payment limit of \$299,500, with no change to the term, for courier services under terms of a master contract awarded by the University of California, Countywide.

**FISCAL IMPACT:**

This purchase order will increase the spending limit by \$100,000 for the remainder of the effective term. Product costs are paid by County Departments. (100% User Departments)

**BACKGROUND:**

Contra Costa Purchasing Services is requesting to add funds to an existing blanket purchase order (No. 020708) with Federal Express (“FEDEX”), which is used by all County Departments for access to courier services. The services are guaranteed through a master contract awarded by University of California (UC), through the OMNIA Cooperative Program. Approving

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Cindy Shehorn, 925-957-2495

By: , Deputy

cc:



BACKGROUND: (CONT'D)

this request to increase the payment limit on the existing BPO will allow the County to continue to obtain guaranteed pricing through the term of the Omnia Partner agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of additional funds, County Departments will not have access to courier services with Federal Express.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Contract Amendment/Extension 23-775-1 with The Staywell Company, LLC

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #23-775-1 with The Staywell Company, LLC., a limited liability company, effective April 30, 2023, to amend Contract #23-775, to increase the payment limit by \$17,903, from \$473,561 to a new payment limit fo \$490,654, and to extend the term from December 14, 2027 to March 31, 2028, for additional hosted content, products and services regarding patient education for Contra Costa Health Services.

**FISCAL IMPACT:**

Approval of this contract amendment will result in additional annual expenditures of up to \$17,093 and will be funded as budgeted by the department in FY 2023-24, by Hospital Enterprise Fund I. (Rate increase).

**BACKGROUND:**

This contract meets the needs of Contra Costa Health Services (CCHS) by providing a patient education platform that combines an application and solution suite delivering education to clinicians and patients at the point of care where it has the best chance to help improve patient outcomes. CCHS began contracting with this vendor in 2005. CCHS Leadership approved the move to Krames On-demand® (KOD) to synthesize patient education within the department, encouraging all CCHS divisions to use the same tool for patient-facing education, replacing Krames On FHIR® and Elsevier ExitCare as the source for patient-facing education. CCHS Nursing staff performed the due diligence necessary in selecting KOD. Nursing leadership, the Professional Development unit, and the Office of Information Technology reviewed and compared both platforms - El Sevier (Exit Care) and Krames On FHIR® and approved to standardize patient education with KOD. On December 13, 2022, the Board of Supervisors approved contract #23-775 with The Staywell Company, LLC., for the provision of hosted content, products, and services regarding patient education for CCHS for the period of December 15, 2022, through December 14, 2027, which included Terms and Conditions and an Order Form that govern the annual license fees and the use and display of the content for the applicable products. The County may only terminate the contract for (1) Staywell's uncured breach of the contract, or (2) the Board of Supervisors' failure to appropriate funds for amounts due under the contract.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Rajiv Pramanik, 925-765-8689

By: , Deputy

cc: F Carroll, L Bright

BACKGROUND: (CONT'D)

Under the contract, the County is obligated to indemnify Staywell for: any failure of the County to obtain patient consent or receive messaging from Staywell; claims arising out of any content furnished by the County for use with the Staywell services; the negligent acts of the County; and the County's breach of the terms of the contract. CCHS is requesting a retroactive effective date for this amendment to align with the executed contract after CCHS staff had a period of non-responsiveness for (3) months. Approval of Contract Amendment #23-775-1 will allow the parties to amend Order Form #1 executed under contract #23-775 updating the license fee for the addition of Infobutton for Patient Portal and reflect the corrected term date, to continue to provide content and product hosting services through March 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract amendment is not approved, the term in the Board's approval will remain unaligned, CCHS will be unable to process the corresponding invoices and lose the advantage of the information services that integrate the patient education material into Epic, which contradict the department's ongoing objective to improve patient care, outcomes, and the goal to have one patient education application for all of CCHS.

ATTACHMENTS

Division Retro Memo




RAJIV PRAMANIK, MD  
CHIEF INFORMATION OFFICER  
CHIEF HEALTH INFORMATICS OFFICER  
CHAIR OFFICE OF INFORMATICS AND TECHNOLOGY

CONTRA COSTA  
HEALTH SERVICES

DATE: June 6, 2023

TO: Tasha Scott, Health Services Director of Contracting

FROM: IT Procurement – Palak Jain 

Rajiv Pramanik CIO 7-12-23

SUBJECT: Request retroactive renewal of contract with IS-82806 -- THE STAYWELL COMPANY, LLC for the Krames on FHIR product.

STATEMENT OF NEED FOR RETROACTIVE PURCHASE ORDER

Contra Costa Health is requesting that Contract IS-82806--THE STAYWELL COMPANY, LLC be retroactively renewed for Krames on FHIR to cover services covering the period from 4-30-23 to 3-31-28. As The Board of Supervisors approved in Dec 2022, yet a CCH employee had period of non-responsiveness for 3 months.

BENEFIT TO CONTRA COSTA COUNTY

This request is to right the 3 mos lost on the total of a 5-year contract that was approved by the BOS.

PREVENTION

Procurement and the stakeholders are requesting the amount of time the order placed by the Board of Supervisors to complete a 5-year term.

AUTHORIZATION OF SERVICES

The Krames on FHIR product is a patient education tool that will replace all other patient education at Contra Costa Health, and due to unfortunate delays on the part of CCH the 5-year term needs to be amended. The original term was from Dec 2022 to Jan 2028 and will require a change for the 3 months lost.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Contract #77-626 with Netsmart Technologies, Inc. (dba McBee Associates)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-626 with Netsmart Technologies, Inc. dba McBee Associates, a corporation, in an amount not to exceed \$400,000, to provide admission review support services for Contra Costa Health Plan (CCHP) Management Team for the period August 1, 2023 through July 31, 2024.

**FISCAL IMPACT:**

Approval of this contract will result in annual contractual service expenditures of up to \$400,000 and will be funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to maintain certain specialized healthcare management services to ensure CCHP members get the most benefit from their Individual and Group Health Plan membership contracts with the county. This contractor will provide admission support and review services, under the CCHP Utilization Management Unit for Medi-Cal members admitted to the emergency department at affiliated hospitals. This contractor will begin providing services on August 1, 2023.

Under new Contract #77-626, this contractor will provide admission review support services for CCHP Management Team regarding Medi-Cal members admitted to the emergency department at affiliated hospitals for the period August 1, 2023 through July 31, 2024.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Contra Costa Management Team will not have access to admission review support services for CCHP Medi-Cal members presenting in emergency departments at affiliated hospitals.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

**Subject:** Consulting Services Agreement for On-Call Mechanical, Electrical and Plumbing (MEP) Engineering Consulting Services with Glumac

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Glumac, in an amount not to exceed \$750,000, to provide on-call mechanical, electrical and plumbing (MEP) engineering services for various County facilities projects, Countywide, for the period August 15, 2023 through August 14, 2026 with a one-year extension option to August 14, 2027, if elected by the Public Works Director.

**FISCAL IMPACT:**

100% Various Funds. Projects will be assigned to the on-call engineering firm when there is an approved project and funding.

**BACKGROUND:**

On November 5, 2018, the Ad Hoc Committee on Sustainability received an overview from the Public Works Department of the County's fleet of vehicles and equipment. The Committee directed Public Works to develop options for a more aggressive goal and strategy to convert all types of vehicles in the County fleet to electric, and to install the needed infrastructure.

On January 28, 2019, the Board of Supervisors directed Public Works to develop an EV charging station installation plan to help advance greater implementation of EVs in the County fleet.

On March 30, 2021, the Board of Supervisors directed Public Works to develop recommendations for a Sustainability Fund that could be used to support investments in County facilities that further the County's environmental sustainability and climate change goals.

On July 26, 2021, Public Works presented a summary of vehicle purchases, a list of existing and proposed EV chargers, and draft revisions to Administrative Bulletins 507.9 and 508.5 addressing electric vehicle charging, vehicle rental, purchasing and replacement policies to the Board of Supervisors.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 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 is developing resources that will enable it to better implement capital improvement projects to install electric vehicle charging equipment and design and construct other projects that promote County sustainability goals. This on-call consulting services agreement with Glumac will be one such important resource.

Glumac was selected through a competitive qualifications-based selection process aimed at identifying consultants with expertise in providing sustainability related services. The Public Works Department solicited Statements of Qualification (SOQs) and received nine. Five 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 four 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 desired. Government Code Section 31000 authorizes the County to contract for services including the type of engineering services that Glumac provides.

CONSEQUENCE OF NEGATIVE ACTION:

County will miss an important opportunity to increase staff's ability to achieve electric vehicle charging infrastructure deployment goals.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

**Subject:** Participating Addendum with FLO Services USA, Inc., Countywide.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the County, a Participating Addendum with FLO Services USA, Inc., in an amount not to exceed \$800,000 for vehicle charging equipment, products and services for use by the Public Works Department in their deployment of Electric Vehicle (EV) Charging Stations at various County locations during the period from August 15, 2023, through July 20, 2025, under the terms of a Master Contract awarded by the State of Minnesota, Countywide. (100% User Departments)

**FISCAL IMPACT:**

Product costs paid by County Departments. (100% User Departments)

**BACKGROUND:**

Contra Costa Purchasing Services is requesting approval of a Participating Addendum for Vehicle Charging equipment, products and services to support the EV Charger rollout at various County site locations. Products are guaranteed through a master contract awarded by the State of Minnesota, Sourcewell Purchasing Cooperative Program. Approval of this agreement provides the County with discounted products and services associated with the installation of EV Charging Stations.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Cindy Shehorn, 925-957-2495

By: , Deputy

cc:



CONSEQUENCE OF NEGATIVE ACTION:

Without approval, the County would pay full price on EV Charging Stations.

ATTACHMENTS

Participating Addendum for FLO Services USA, Inc.

Sourcewell Contract # 042221

**PARTICIPATING ADDENDUM**  
**for**  
**Electric Vehicle Supply Equipment and Related Services under SOURCEWELL Purchasing**  
**Cooperative Program**

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Participating Entity:  
**CONTRA COSTA COUNTY**

Contractor: FLO Services USA Inc., d/b/a in California as FLO Charging Solutions USA, Inc.

This Agreement is made and entered into as of August 15, 2023 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and FLO Services USA, Inc. (doing business in California as FLO Charging Solutions USA, Inc.), a Delaware corporation, (hereinafter referred to as “FLO”) whose principal place of business is 1270 Pacific Drive, Auburn Hills, Michigan 48326 USA. The County and FLO are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Whereas, FLO offers electric vehicle charging equipment, products, and services under Contract #042221 (“Master Contract”), awarded by Sourcewell, a State of Minnesota public agency, after a competitive bid process, and made available to public agencies nationally.

Whereas, the County has determined that entering into a Participating Addendum under the Sourcewell program provides a benefit to the County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to the County.

Now therefore, FLO and the County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on July 20, 2025, unless it is sooner terminated. The County and FLO may agree, by mutual consent, to amend this Agreement to extend its term by up to one additional year, through June 20, 2026, provided that the Master Contract remains in effect as of the date the term of this Agreement is extended. Any extension of the term of this Agreement must be confirmed in a written document signed by both parties and is subject to the prior approval of the County’s Board of Supervisors, its governing body. If the Master Contract is terminated prior to the expiration of the term of this Agreement, or any extension thereof, FLO shall continue to perform under this Agreement through the term of this Agreement, or any extension thereof exercised prior to the termination of the Master Contract.
2. Payment Limit. The County’s total payments to FLO under this Agreement shall not exceed \$800,000 (“Payment Limit”). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.
3. No Public Work/No Public Project. FLO shall not perform, and the County will not request, any work under this Agreement that would qualify as a public work and/or public project under the California Labor Code and Public Contract Code. FLO shall be solely responsible for complying with all prevailing wage laws, wage and hour laws, and other laws that apply to any services performed under this Agreement.
4. Changes to Master Contract. For the purposes of this Agreement, the terms of the Master Contract are incorporated in, and made a part of, this Agreement, except for those terms of the Master Contract that are modified by this Agreement, as follows:

**PARTICIPATING ADDENDUM**  
**for**  
**Electric Vehicle Supply Equipment and Related Services under SOURCEWELL Purchasing**  
**Cooperative Program**

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- a. Parties. Each reference to “Sourcewell” in the Master Contract is replaced with “Contra Costa County.”
- b. Authorized Representative. Section 9 of the Master Contract (Authorized Representative) is amended by replacing the first sentence of that section with the following:

“The County’s Authorized Representative is its Purchasing Agent, or designee.”

- c. Audit. Section 10.A. (Audit) of the Master Contract is deleted and replaced with new Section 10.A. to read:

“A. AUDIT. The County shall have the right of access to the books, documents, papers, or other records of Vendor that are relevant to County’s purchases this Contract in order to make audits. During the term of this Contract and for a period of three (3) years following its expiration or earlier cancellation, Vendor shall keep and maintain accurate books, documents, papers, or other records related to the County’s purchases under this Contract, and shall make those records available to County upon request at Vendor’s place of business during Vendor’s business hours.” County undertakes to perform any such Audit in a manner that will not disrupt the operations of Vendor. If County retains the services of third party an auditor, such auditor shall be a recognized accounting firm acceptable to Vendor and shall enter into a non-disclosure agreement acceptable to Vendor prior to being granted access to the above-mentioned books, documents, papers, or other records of Vendor that are relevant to County’s purchases this Contract. County shall have the right to conduct an audit no more than once per contract year and any such audit shall exceed a duration of two (2) business days.

- d. Public Records Act. Section 12 (Government Data Practices) of the Master Contract is deleted in its entirety and replaced with new Section 12, to read:

**“12. PUBLIC RECORDS ACT AND BETTER GOVERNMENT ORDINANCE**

Notwithstanding anything to the contrary in this Contract, this Contract and all records produced or exchanged under this Contract will be considered disclosable public records under the California Public Records Act and the County’s Better Government Ordinance, unless the County, in its sole discretion, determines the record is exempt from disclosure.” Notwithstanding the preceding, County shall not disclose any record or portion of this contract that would be detrimental to Vendor’s competitive position without having provided thirty (30) days advance written notice of any such disclosure and County shall discuss in good faith with Vendor exemption from disclosure of any sensitive records having regard to the Vendor’s competitiveness.

**PARTICIPATING ADDENDUM**  
**for**  
**Electric Vehicle Supply Equipment and Related Services under SOURCEWELL Purchasing**  
**Cooperative Program**

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- e. Governing Law. Section 14 (Governing Law) of the Master Contract is deleted and replaced with new Section 14, to read:

**“14. GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract is made in Contra Costa County, California, and California law shall govern the interpretation and enforcement of this Contract. Any litigation to interpret or enforce this Contract shall be filed in a state or federal court in California with jurisdiction over the parties and the subject matter of the litigation.”

- f. Certificates of Insurance. Section 18.B. (Certificates of Insurance) is hereby amended by deleting the second sentence of that section and replacing it with the following:

“Prior to expiration of any policy of insurance required under Section 18, a renewal certificate must be mailed to: Contra Costa County, Attn: Purchasing Manager, 255 Glacier Drive, Martinez, CA 94553.”

- g. RFP Responses. Contractor’s response to the Request for Proposals 042221 (“RFP 042221”) connected with the Master Contract are incorporated in and made a part of this Agreement by reference.
- h. FLO Global Management Services. The terms and conditions attached hereto as Exhibit B shall govern FLO’s provision of global management services on behalf of the County. Provided, however, that Exhibit B is modified as follows:

(1) Sections 7(a) (Initial Term), 7(b) (Renewal), and 7(c) (Termination) here hereby deleted and of no further force or effect. The term and termination provisions of this Agreement shall govern.

(2) Section 13 (Arbitration and Class Action Waiver) in Exhibit B is hereby deleted and replaced by the following:

“ Section 13 (Class Action Waiver)

Proceedings to resolve or litigate a dispute in any forum will be conducted on an individual basis. Neither you nor FLO will seek to have a dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.”

**PARTICIPATING ADDENDUM**  
**for**  
**Electric Vehicle Supply Equipment and Related Services under SOURCEWELL Purchasing**  
**Cooperative Program**

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- (3) Section 14(f) is hereby amended to read: The laws of the state of California shall govern the GMS terms in all respects, without giving effect to conflict of laws principles applicable therein.
- i. Software License. The End User Software License Agreement attached hereto as Exhibit C shall govern the County's use of Subscription Software and Data as defined in Exhibit C. Provided, however, that Exhibit C is modified as follows:
- (1) Section 15 (Arbitration and Class Action Waiver) in Exhibit C is deleted in its entirety and replaced by the following:

“ Section 15 (Jury Trial and Class Action Waiver)

BY AGREEING TO THIS EULA, YOU AGREE THAT YOU ARE REQUIRED TO RESOLVE ANY CLAIM THAT YOU MAY HAVE AGAINST FLO ON AN INDIVIDUAL BASIS. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST FLO, AND ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION BROUGHT AGAINST FLO BY SOMEONE ELSE.

You acknowledge and agree that you and FLO are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, the unenforceable or unlawful provision shall be severed from this EULA.”

- j. Warranties. Pursuant to Table 9A of the RFP, the Contractor shall provide warranties substantially in the form attached hereto as Exhibit D. Provided, however, that Exhibit D is modified as follows:
- (1) Section 10 (Conflict of Terms) in Exhibit D is deleted and replaced with the following: “10. Conflict of Terms. In the event of a conflict between any provision of this Warranty and any provision of the Agreement that incorporates this Warranty as an exhibit, the terms of the Agreement shall govern and supersede.”
- (2) Section 12 (Governing Law and Arbitration) in Exhibit D is deleted in its entirety.”
- (3) Any additional warranties purchased by the County: (a) shall include the same “Conflict of Terms” provision set forth above; (b) shall not include any

**PARTICIPATING ADDENDUM**  
**for**  
**Electric Vehicle Supply Equipment and Related Services under SOURCEWELL Purchasing**  
**Cooperative Program**

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Governing Law clause that conflicts with this Agreement; and (c) shall not include any arbitration clause, mandatory or otherwise.”

5. Governing Law. Notwithstanding anything to the contrary in the Master Contract, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any litigation to enforce or interpret this Agreement shall be filed and prosecuted in a state or federal court in California where venue is proper and that has jurisdiction over the parties and the subject matter of the litigation.
6. No Joint Venture. At all times during the term of this Agreement, neither party will function as or represent it to be the other party or its agent, and no officer, employee or agent of one party shall hold himself or herself out to be an officer, employee or agent of the other party. This Agreement does not create any rights or obligations between the parties other than those expressly set forth herein and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other party other than the County and Grainger.
7. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
8. Termination. Notwithstanding anything to the contrary in the Master Contract, either the County or FLO may terminate this Agreement at any time upon sixty (60) days written notice to the other party at the other party's address specified in Section 10 below (Notices).
9. Performance. FLO affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. FLO shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of the Master Contract. If the County issues any purchase orders to acquire goods or services under the Master Contract, to the extent that there is any conflict between the terms of the purchase order and a term in the Master Contract, the term of the Master Contract shall govern and prevail over the conflicting term in the purchase order.
10. Notices. Notices to the parties shall be provided to:

**PARTICIPATING ADDENDUM**  
**for**  
**Electric Vehicle Supply Equipment and Related Services under SOURCEWELL Purchasing**  
**Cooperative Program**

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FLO Services USA Inc., d/b/a in California as FLO Charging Solutions USA, Inc.

1270 Pacific Drive, Auburn Hills, Michigan 48326 USA  
Telephone: (831) 239-2479  
Contact: Geoff Arnold – Business Development Manager – Western US  
Email: [Geoff.Arnold@flo.com](mailto:Geoff.Arnold@flo.com)  
Cc: [legalnotices@flo.com](mailto:legalnotices@flo.com)

County:

Contra Costa County-Purchasing Services  
40 Muir Road, 2<sup>nd</sup> floor  
Martinez, CA 94553  
Telephone: (925) 957-2495  
Contact: Cynthia Shehorn, Procurement Services Manager  
Email: [cindy.shehorn@pw.cccounty.us](mailto:cindy.shehorn@pw.cccounty.us)

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day deliver prepaid by the sending party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepared by the sending party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending party of its obligation to give notice to the receiving party in the manner required by this section. A notice given in accordance with this section shall be deemed received by the receiving party on (a) the same day, if personally delivered, (b) the next business day if timely deposited with an overnight carrier and with delivery charges prepared to ensure next day delivery, and (c) on the fifth day after mailing if mailed by First Class, certified mail, return receipt required, U.S. Mail with postage prepaid.

11. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement may not be assigned by either party without the express written permission of the other party, which shall be within that party's sole discretion to provide.

**PARTICIPATING ADDENDUM**  
**for**  
**Electric Vehicle Supply Equipment and Related Services under SOURCEWELL Purchasing**  
**Cooperative Program**

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the Effective Date.

Participating Entity: <b>Contra Costa County</b>	Contractor: <b>FLO Services USA Inc., d/b/a in California as FLO Charging Solutions USA, Inc.</b>
Signature:	Signature: <u>Louis Tremblay</u> Signed: 7/26/2023
Name: Cynthia Shehorn CPPB	Name: Louis Tremblay
Title: Procurement Services Manager	Title: President and CEO

Approved as to form:  
Thomas Geiger, County Counsel

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

Attachments:

- Exhibit A – Master Contract
- Exhibit B – FLO Global Management Services
- Exhibit C – End User Software License Agreement
- Exhibit D – Warranties



## Record of Signing

For  
Name  
Title

Louis Tremblay

**Signed on 2023-07-26 18:45:57 GMT**

Secured by Concord™  
DocumentID: N2JiNmVhODAtZj  
SigningID: MmMzODZkYTEtNj  
Signing date: 7/26/2023  
IP Address: 207.96.243.92  
Email: ltremblay@flo.com



Signed with [www.concordnow.com](http://www.concordnow.com)

**Solicitation Number: RFP #042221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and FLO Services USA, Inc., (d/b in California as FLO Charging Solutions USA, Inc.) 75 South Clinton Avenue, Rochester, NY 14604, and Services FLO, Inc., Suite 100, 2800 Rue Louis-Lumière, Québec City, QC G1P 0A4 (collectively, Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electric Vehicle Supply Equipment and Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their



respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of



not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any



person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

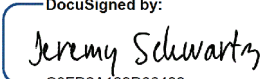
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

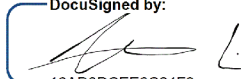
## 22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

FLO Services USA, Inc., and  
Services FLO, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer

DocuSigned by:  
  
By: 16AD0DCEE6C24F3...  
Alexandre Louis  
Title: Vice President Sales & Customer  
Experience

Date: 7/15/2021 | 11:42 AM CDT

Date: 7/19/2021 | 10:19 AM EDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO

Date: 7/19/2021 | 9:23 AM CDT

# RFP 042221 - Electric Vehicle Supply Equipment and Related Services

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## Vendor Details

Company Name: FLO Services USA, Inc.  
Does your company conduct business under any other name? If yes, please state: d/b in California as FLO Charging Solutions USA Inc.  
Address: 75 South Clinton Ave. Suite 510  
Rochester, New York 14604  
Contact: Brookes Shean  
Email: bshean@flo.com  
Phone: 416-427-3339  
HST#:

## Submission Details

Created On: Monday April 05, 2021 08:49:41  
Submitted On: Thursday April 22, 2021 11:19:33  
Submitted By: Brookes Shean  
Email: bshean@flo.com  
Transaction #: 75bc6699-df15-4a05-9eda-0d382a7fb9bd  
Submitter's IP Address: 24.150.48.168

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Canada – Services FLO Inc. United States – FLO Services USA Inc. d/b in California as FLO Charging Solutions USA Inc.
2	Proposer Address:	Canada (Mail) – Suite 100, 2800 Rue Louis-Lumière, Québec City, QC G1P 0A4 United States – 75 South Clinton Avenue, Rochester, NY. 14604
3	Proposer website address:	www.flo.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Alexandre Louis Vice-president Sales & Customer Experience Address: Suite 100, 2800 Rue Louis-Lumière, Québec City, QC G1P 0A4 877 505-2674 #225 alouis@flo.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brookes Shean General Manager – United States and Central Canada Address: 75 South Clinton Avenue, Rochester, NY. 14604 bshean@flo.com +1 (416) 427-3339
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Pelsoci Regional Sales Director – Pacific North West 200J-1687 W Broadway, Vancouver, British Columbia V6J 1X2 (Canada) mpelsoci@flo.com +1 777 855 1510

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>FLO's parent company AddEnergie was formed in 2009 in Quebec City (Canada) with the objective to kickstart EV adoption in North America through designing and manufacturing intelligent EV charging infrastructure that is simple to operate, convenient to install, and delivers industry leading station uptime. To satisfy these requirements, the company has developed a vertically integrated charging solution that combines a range of charging station products for different market segments including residential, public, workplace, fleet, and DC fast charging services. FLO also delivers end-to-end EV charging services to station owners and EV drivers including 24/7 frontline customer support, network operation, digital services including a Mobile App, real-time proactive monitoring, and ongoing support with equipment warranty and field services. All charging stations are produced at our dedicated manufacturing facilities located in Quebec (Canada) and supported by a sustainable supply that primarily sources components from the United States and Canada.</p> <p>With over a decade of experience focused solely on EV charging technology, today FLO is one of North America's largest EV charging networks, connecting over one hundred thousand (100,000) EV drivers and more than forty thousand (40,000) charging stations. The company's core values include:</p> <ul style="list-style-type: none"> <li>Operational Excellence – ease of doing business at all stages of the customer's EV journey.</li> <li>Client centric approach – EV charging products and services designed around the customer's needs to deliver unmatched satisfaction.</li> <li>Innovative solutions and services – scalable infrastructure that allows customers to seamlessly integrate EV charging technology into their lives.</li> </ul> <p>FLO's head office is in Quebec City, Canada, where our leadership team is based together with key departments including manufacturing, product management, customer service, and R&amp;D teams. FLO has a direct operational presence across North America with regional teams in seven (7) locations in the United States and Canada. The company has rapidly expanded over the last five (5) years and today employs more than two hundred (200) team members to serve our diverse range of customers and partners, many of whom are eligible Sourcewell participating entities. Approximately forty (40) members of FLO's team are dedicated to Research &amp; Development in support of the next generation of intelligent EV charging products, with a focus on high-speed charging services, open network standards, energy management, and vehicle-to-grid compatibilities.</p> <p>FLO's business philosophy is centered on providing innovative and customer focused products and services that exceed expectation. We are focused on building long-term relationships, both within our own teams and with our customers. Since the company's formation, FLO has been engaged to deliver marquee EV charging projects for customers across the United States and Canada. Many of these existing customers are eligible Sourcewell Participating Entities and they have selected to work with FLO because of our significant knowledge and professional competence in supporting the delivery of complex and highly technical EV charging programs. We strongly believe the company's longevity in the EV charging industry and corporate culture provides a solid foundation to collaborate with Sourcewell to grow our respective businesses.</p>
8	What are your company's expectations in the event of an award?	<p>As a result of FLO's business development activities in the United States and Canada, the company has identified that many of our target customers (Cities, Education institutes, Government Agencies, Municipalities etc.) utilize Sourcewell Contracts to support their procurement requirements. Given this situation, FLO has been eagerly anticipating Sourcewell's update to the Electric Vehicle Supply Equipment Contract and we are now very excited to put forward a proposal to support Sourcewell with the new Contract across the United States and Canada.</p> <p>In terms of expectations, qualifying for the Sourcewell contract will support FLO to:</p> <ul style="list-style-type: none"> <li>Increase sales opportunities through access to a fantastic list of Sourcewell Participating Entities that FLO can continue to target and support through the supply and operation of EV charging station.</li> <li>Validate FLO's EV charging products and services which will provide Sourcewell participating entities with a streamlined approach to purchasing.</li> <li>Reduce time and costs associated with the procurement process – Once FLO qualifies for the Sourcewell contract, we can connect with participating entities who will be able to purchase directly off the Contract without having to run a separate procurement process.</li> <li>Create a fair and open playing field for qualification of FLO's EV charging products which will provide Sourcewell member with transparency in procurement and allow them to efficiently compare products from different vendors.</li> </ul> <p>To meet the needs of Sourcewell and the Participating Entities, FLO will assign a dedicated account manager to oversee the contract onboarding process, engage our regional sales teams and distribution network, and commence supporting the Contract.</p>

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>FLO and parent company AddEnergie is one of the older companies in the EV industry, having been founded in Canada 2009 and focusing solely on supporting customers with the supply of EV charging stations and associated network services. Since the company's founding, FLO has continued to expand our customer base and network footprint which today includes more than one hundred thousand (100,000) customers (combination of both EV drivers and charging station owners). FLO can confirm that the organisation is in good financial order and over the last three (3) years has continued to experience a significant increase in year-on-year growth, including direct sales results, revenue generation, and through the expansion of operations and market presence across the United States and Canada. The company's sales have increased by 79 % in 2017, 48% in 2018, and 59 % in 2019. During this three-year period, the company generated tens of millions of dollars in revenue and administered millions of charging sessions to electric vehicles. *</p> <p>FLO is a privately held company featuring an ownership group led by major institutional investment funds including Energy Impact Partners LLC, Investissement Québec, and Caisse de Dépôt du Québec. The company has raised more than \$100 Million in capital funding over the past three financial years, including a Series C financing round that was announced in October 2020. You can read more about the latest capital raising in the Newswire article that supports FLO's submission and is included as Attachment A.</p> <p>Supporting this submission, FLO has also provided a reference letter from National Bank Canada which identifies FLO's parent company AddEnergie as having a longstanding and satisfactory relationship with the banking institution. The letter is uploaded as Attachment B.</p>
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>FLO has had an active sales presence in the US market for the last two (2) years. In that time, we have grown our customer base to now serve more than one hundred (100) different customer accounts, which includes engagement and sales to eligible Sourcewell participating entities. We are a patient and calculated organization with a focus on providing the best possible EV Charging experience to our customers. Our US market share for hardware sales has been progressively growing and we strongly believe the Sourcewell Contract is a significant opportunity to reach our corporate objective of five (5) percent market share by 2023.</p> <p>It is also noted that in addition to direct hardware sales, FLO has established significant US market share through establishing EV roaming agreements with other leading network operators in the United States and Canada. Roaming enables EV drivers to access other network operators' public charging infrastructure without requiring a separate membership. FLO has signed roaming agreements with ChargePoint, Greenlots, BC Hydro EV, Electric Circuit, and eCharge Network. Drivers can use their FLO membership to charge at hundreds of thousands of locations across the United States with the public mapping database available on the FLO Mobile App or the FLO Website. FLO's roaming agreements are beneficial to Sourcewell Participating Entities because it means more EV drivers can locate and activate a FLO charging station through our dedicated platform, which reaches more than 70% of all EV drivers in the United States. *</p>
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>FLO and parent company AddEnergie have been active in the Canadian marketing since 2009 and we are one of the largest EV charging network operators in the country. We have more than twenty (20) percent market share for commercial Level 2 EV charging station sales and more than twenty-five (25) percent market share for Direct Current Fast Charger (DCFC). *</p> <p>Through FLO's EV roaming agreements where we manage branded networks with Electric Circuit; eCharge Network and BC Hydro EV, we reach more than 80% of all EV drivers in Canada.</p>
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No *</p>

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>FLO is a manufacturer, network operator, and service provider in the EV charging industry. We have a direct sales and service force (employees) with regional teams in seven (7) locations in Canada and the United States who support customers in both the B2B and B2C segments. Their primary duties include:</p> <ul style="list-style-type: none"> <li>• Prospecting new customers</li> <li>• Account management</li> <li>• Customer service</li> <li>• Technical support</li> <li>• Operation and maintenance</li> </ul> <p>In addition to FLO's direct sales and service force, FLO works with several Manufacturing Sales Representatives together with an extensive dealer network that we rely on to support our regional sales teams in key markets that we operate in. FLO's dealer network primarily consists of electrical wholesalers who undertake sales and distribution activities on behalf of FLO including stocking FLO's products, promoting and selling the charging stations and associated services to electrical contractors and end-user customers, and supporting FLO with ongoing operation and maintenance activities including warranty and field support. In addition to electrical wholesaler and sales agents, FLO also has a number of Value Added Resellers in our dealer network who perform complementary functions to electrical wholesaler, while also packaging in additional services for customers including initial site surveys, installation of the EV chargers, and ongoing maintenance.</p> <p>FLO's dealer network has hundreds of retail outlets across Canada and the United States where customers can seek local support with product information and order fulfilment. Not all distributors actively stock FLO charging stations but many storefronts servicing major urban centres will stock a limited quantity of products. FLO distributor relationships include City Electric Supply; Graybar; Rexel; Anixter/WESCO; Westburne; Platt; Gescan; Lumen; All Phase Electric; Electrada; ElectroRep; Synergy Electrical Sales; Great Basin Lighting; VEW, and many others.</p> <p>Depending on the Sourcwell Participating Entities requirements, FLO will either process purchase orders directly with the customer or transfer the order to a local distributor for fulfillment. This is especially relevant in cases where the Participating Entity has an existing relationship with a distributor as it can further streamline the purchasing process as generally purchasing terms between the parties are already in place. In both scenarios the Sourcwell Participating Entity will receive the same pricing based on the applicable discount off MSRP which FLO has outlined in this submission.</p>
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14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>FLO holds various certificates and licenses from Federal, State, and Provincial Governments where we operate in United States and Canada. FLO also holds certificates and licenses for the EV charging products and services that we manufacturer and are proposing to supply to Sourcewell and Participating Entities. This includes patents for our EV charging technology, together with certificates to verify that the equipment meets applicable safety and technical standards.</p> <p>All FLO charging station products are subject to a rigorous certification process by a Nationally Recognized Testing Lab including compliance with CSA and UL (Underwriters Labs) Standards for operation and use in Canada and the United States. Key certifications include:</p> <ul style="list-style-type: none"> <li>• FLO G5 - CSA certified for Canada and United States. Complies with UL 2594, UL 2231-1, UL 2231-2. EMC compliance with - ICES-3 (A) / NMB-3 (A), SAE- J1772</li> <li>• CoRe+ - CSA certified for Canada and United States. Will complies with UL 2594, UL 2201. EMC compliance with - ICES-3 (A) / NMB-3 (A), SAE- J1772, certification process underway</li> <li>• SmartTWO - CSA certified for Canada and United States. Complies with UL 2594, UL 2231-1, UL 2231-2. EMC compliance with - ICES-3 (A) / NMB-3 (A), SAE- J1772</li> <li>• SmartDC - CSA certified for Canada and United States. Complies with cULus: UL 2202, UL 2131-1, UL 2131-2, CSA C22.2 NO. 107.1-16 CSA C22.2 NO. 281.1-12, CSA C22.2 NO. 281.2-12, CHAdeMO, SAE J1772 Combo</li> </ul> <p>FLO's Product Line Management team are responsible for maintaining certification, licences, and compliance with industry standards in Canada and the United States. The team are members and contribute to various working groups and standard committees including Open Charge Alliance, CharIN, CSA, OpenADR, and the National Electric Transportation Infrastructure Working Council. Through our commitment to open standards and certification, we have also implemented various industry recognised protocols and standards including:</p> <ul style="list-style-type: none"> <li>• Open Charge Point Protocol (OCPP 1.6J) across our product suite to support network connectively for the charging station and a network management system</li> <li>• OpenADR 2.0 at a server level and for the FLO Home X5 and CoRe+ to enable advanced energy management functionality with Utility and energy management platforms.</li> <li>• Open Charge Point Interface (OCPI) 2.1.1 RC1 to share dynamic charging station data between FLO and third-party network operators.</li> </ul> <p>FLO is also an approved EVSE hardware manufacturer recognized by leading vehicle OEM's including – Nissan, Volkswagen, Mercedes, GM, Ford, Tesla, Rivian, Volvo, etc.</p>	
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been no Suspension or Debarment process applied to FLO during the past ten years.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>FLO is proud to be a recipient of the 2018 Frost &amp; Sullivan North American Electric Vehicle Charging Competitive Strategy Innovation and Leadership Award. This award focuses on our leadership in developing, manufacturing, and operating smart charging stations across different customer segments including public, fleet, workplace and residential locations.</p> <p>In October 2020, FLO and its parent company AddEnergie announced the successful closure of the first round of Series C financing. The total commitment from the first round was \$53 million which will enable the company to pursue its ambitious growth strategy and accelerate the expansion of FLO across North America. In February 2021, Energy Impact Partners, a global investment platform leading the transition to a sustainable energy future, was added to the company's investors, following the final closing of the Series C financing round.</p> <p>In November 2020, FLO and its parent company AddEnergie were ranked 273 on Deloitte's Technology Fast 500™, a ranking of the 500 fastest-growing technology, media, telecommunications, life sciences and energy tech companies in North America.</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	Over the past three years, approximately forty-eight (48) percent of FLO's total sales can be attributed to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Over the past three years, approximately three (3) percent of FLO's total sales can be attributed to the education sector.	*



19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>FLO supports many cooperate purchasing programs across North America. Key examples include:</p> <ol style="list-style-type: none"> <li>1. Kinetic GPO (2021 – Present) <ul style="list-style-type: none"> <li>• FLO has only recently been selected to support this cooperate purchasing program for Canada. It is FLO's understanding that out of seven (7) applicants, FLO and ChargePoint were the only selected organizations to support the Kinetic program.</li> </ul> </li> <li>2. BC Hydro (2019 – Present) <ul style="list-style-type: none"> <li>• The British Columbia based Utility has been administering the BC Provincial Government's EV charging incentive program for several years.</li> <li>• FLO contributed to the initial program design, and the FLO Home X5 and CoRe+ charging stations both qualified for the rebate to customers who purchased and installed these chargers. Rebates are available for residential, multi-residential, workplace, and fleet locations</li> <li>• FLO has delivered approximately one hundred and fifty (150) level 2 charging station to customers through this program over the past two years.</li> </ul> </li> <li>3. BC Provincial Corporate Supply Arrangement (2017 – Present) <ul style="list-style-type: none"> <li>• FLO is qualified and deploying charging stations with provincial agencies under the BC CSA.</li> <li>• Eligible provincial government members have access to bulk purchasing arrangements for FLO charging stations and can order the products directly from FLO or an affiliated dealer who is registered with the program.</li> <li>• FLO has deployed more than one hundred and fifty (150) level 2 charging station to customers through this program over the past two years and we have recently qualified the SmartDC Fast Charger to also be eligible.</li> </ul> </li> <li>4. Ontario OEM (2019 – Present) <ul style="list-style-type: none"> <li>• FLO is currently part of the Ontario OEM group buy purchasing program for Electric Vehicle Charging Stations. As FLO works along side many Value Added Reseller and Distribution partners many of these partners are incorporated into these programs as well. For example, FLO is currently aligned with Autochargers.ca who is a VAR that we have worked with and are in current negotiations with various schools and municipalities on the procurement and deployment of EV Charging Stations to OEM members.</li> </ul> </li> <li>5. Ontario Ministry of Transportation – WEVCIP Funding Program (2017 – 2018) <ul style="list-style-type: none"> <li>• The Workplace Electric Vehicle Charging Incentive Program (WEVCIP) supported employers and commercial building owners to provide level 2 charging stations with up to \$7,500 of costs (supply/install) per charging space.</li> <li>• FLO deployed more than three hundred (300) level 2 charging station to customers during the two-year period that the program was running.</li> </ul> </li> <li>6. CALeVIP (2020-Present) <ul style="list-style-type: none"> <li>• FLO is qualified and now deploying charging stations with customers under the California Electric Vehicle Infrastructure project. CALeVIP offers incentives for the purchase and installation of electric vehicle charging infrastructure at publicly accessible sites throughout California, with members able to access preferred pricing for products and services.</li> <li>• FLO has deployed approximately thirty (30) level 2 charging stations to customer since we initially qualified in 2020.</li> </ul> </li> <li>7. Green Mountain Power (2018-Present) <ul style="list-style-type: none"> <li>• The Utility conducted a residential pilot program that focused on implementing an EV charging rate that combined the supply and installation of the charger.</li> <li>• GMP selected FLO as an EVSE supplier and approximately two hundred (200) FLO Home X5s were fulfilled through this program for the Utility's residential customers. The pilot rate was structured with a fixed fee of \$30 per month for charging at home during off-peak hours.</li> </ul> </li> <li>8. National Grid (2019-Present) <ul style="list-style-type: none"> <li>• FLO is qualified for National Grid's Electric Vehicle Charging Station Program, which involves the Utility offering an incentive to purchase and install the CoRe+ charging station. The FLO SmartDC is currently in the process of also being approved.</li> </ul> </li> <li>9. Tacoma Power (2020-Present) <ul style="list-style-type: none"> <li>• FLO has qualified for Tacoma Power's EV charging project which involves the Utility offering an incentive to customers to purchase and install the CoRe+ charging station.</li> <li>• The Utility is offering up to 80% of project cost when customers install charging stations in business or residential properties.</li> <li>• FLO is currently conducting a marketing campaign in support of the program</li> </ul> </li> </ol>
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		<p>and have already lined up applicants who will apply for funding using the CoRe+. You can learn more about Tacoma's program here.</p> <p>10. NYSERDA (2019-Present) – Charge Ready New York</p> <ul style="list-style-type: none"> <li>FLO is qualified for the Charge Ready NY program, this involves NYSERDA offering an incentive to purchase and install the CoRe+ charging station at customer locations. Deployments with FLO CoRe+ have just recently started as the round of approval awards have just recently been distributed.</li> </ul> <p>11. Alaska Energy Authority (2021 – Present)</p> <ul style="list-style-type: none"> <li>AEA has dedicated \$1.25 million from the Volkswagen Settlement to install Level 2 and Level 3 charging stations throughout the State.</li> <li>FLO recently qualified to support AEA with the deployment program and we have now started to actively quote customers who are eligible to participate as site hosts.</li> </ul> <p>As FLO has both a direct and indirect sales force, we are actively canvassing opportunities in all market segments. Our presence in these purchasing and incentive programs contributes to the wider purchasing power for end-user customers and benefits our distributors and resellers by providing access to a ready-made pipeline of sales opportunities. Should Sourcewell wish to learn more about FLO's engagement, upon request we can provide contact information and an introduction to relevant stakeholders for select programs.</p>
20	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>GSA</p> <ul style="list-style-type: none"> <li>FLO has recently submitted an RFI to the GSA for fleet electrification and will be in the running to reply and tender the RFP process that will soon be released by the GSA.</li> </ul> <p>Minnesota</p> <ul style="list-style-type: none"> <li>FLO has submitted an RFP response to the State of Minnesota for the Standing Offer program throughout the State. FLO expects to hear results of this procurement in the next 4 weeks.</li> </ul> <p>New Jersey</p> <ul style="list-style-type: none"> <li>FLO is expecting an RFP to be released shortly by the State of New Jersey for the Standing Offer program. FLO has been active in working with the State of New Jersey in an advisory role for this RFP and FLO will be responding upon its release.</li> </ul> <p>BC Provincial Corporate Supply Arrangement (2017 – Present)</p> <ul style="list-style-type: none"> <li>FLO is qualified and deploying charging stations with provincial agencies under the BC CSA.</li> <li>Eligible provincial government members have access to bulk purchasing arrangements for FLO charging stations and can order the products directly from FLO or an affiliated dealer who is registered with the program.</li> </ul> <p>FLO has deployed more than one hundred and fifty (150) level 2 charging station to customers through this program over the past two years and we have recently qualified the SmartDC Fast Charger to also be eligible.</p>

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles Bureau of Street Lighting	Clinton Tsurui	213-847-1833
District of Saanich	Maggie Baynham	250-475-5494 Ext 3428
Con Edison Company of New York	Brian Ross	917-831-9436

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Montreal	Government	QC - Quebec	In 2014, FLO was selected to support the City with a Level 2 curbside charging pilot project feature two locations. Following the success of the initial pilot FLO's curbside EV charging program has significantly expanded with multiple phases of deployment over the past five (5) years. This has resulted in approximately five hundred (500) SmartTWO Curbside BSRs being in operation today.	Hundreds of Level 2 charging stations have been deployed around Montreal's	\$2 Million +
Government of Quebec	Government	QC - Quebec	Quebec Infrastructure Society is responsible for the deployment of EV charging infrastructure across Provincial government facilities for fleet and workplace charging services. FLO has supplied level 2 CoRe+ chargers which are installed at several hundred locations. over 1,500 Level 2 CoRe+ charging stations which have been deployed across several hundred locations throughout the Province for fleet and workplace activities	More than 1,500 Level 2 charging stations have been deployed and FLO has been retained across multiple procurement rounds with each instance feature hundreds of charging stations per transaction.	\$2 Million +
City of Los Angeles – Bureau of Street Lighting	Government	California - CA	As part of a program focused on upgrading streetlight poles, the Bureau of Street Lighting selected FLO to supply EV charging stations and network services. With recent LED lighting upgrades and additional electrical capacity, the Bureau took the opportunity to establish light pole EV charging services focused on supporting local businesses and surrounding residential neighborhoods.	An initial pilot project featured ten (10) sites around the City which has been expanded through multiple procurements to now feature over two hundred (200) Level 2 charging stations	\$500,000+
City of Kingston	Government	ON - Ontario	In March 2018, the City of Kingston put out an RFP for the supply, network management, deployment and ongoing support of forty (40) Level 2 and two (2) Direct Current Fast Chargers to be deployed throughout city owned parking lots and the public right-of-way. FLO was selected to spearhead the project as the hardware manufacturer and network operator and our services have continued to be retained.	There have been several transactions completed to support this customer. An initial order of Level 2 charging stations followed by a separate order of DCFCs. More recently ongoing network management service transactions have been recorded for FLO's GMS.	\$250,000+
British Columbia Provincial Government	Government	BC - British Columbia	Several departments within the Provincial Government have selected FLO's Level 2 and DCFC charging stations for public, workplace and fleet purposes across a number of government facilities.	More than two hundred FLO Level 2 charging stations have been installed, together with a number of SmartDC fast chargers.	\$500,000+

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	<p>FLO has a direct operational presence across North America with regional sales teams in seven (7) locations in the United States and Canada. The company directly employees over two hundred (200) team members to serve our diverse range of customers across the United States and Canada, many of whom are already Sourcewell and participating entities. FLO recognizes the scope of the Sourcewell contract is significant, and to address the needs of all stakeholders, we will establish a dedicated project team who will be permanently available to support the ongoing contract. This measure will help internal stakeholders maintain constant focus and support for Sourcewell and participating entities, while also ensuring continuity of staff assignment. FLO's team will consist of the following appointees:</p> <p>FLO Direct Team Members</p> <ul style="list-style-type: none"> <li>- Alan Czechowski – FLO's Dedicated Sourcewell Account Manager</li> <li>- Alex Aube – FLO Account Manager Eastern Canada</li> <li>- Matt Watkiss - FLO Account Manager Western Canada</li> <li>- Rory Gattens – FLO Account Manager Western Canada</li> <li>- Rose Lenoff – FLO Governments and Smart Cities Account Manager – Eastern USA</li> <li>- Rory Parks – FLO Governments and Smart Cities Account Manager – Western USA</li> <li>- Gary Benoit – FLO Account Manager – Eastern USA</li> <li>- Jason Nonnenmacher – FLO Account Manager - Eastern USA</li> <li>- FLO Inside Sales Representative – Eastern USA and Canada</li> <li>- FLO Inside Sales Representative – Western USA and Canada</li> <li>- Tingting Lu - Sales Coordinator</li> <li>- Claudia Bialosh - Customer Experience Director</li> <li>- Igor Sataric - Deployment and Support Director</li> <li>- Jeff Dion - Director of Product Management</li> <li>- Jose Hollanda - Marketing Program Manager</li> </ul> <p>Outside Manufacturing Sales Representatives for FLO</p> <ul style="list-style-type: none"> <li>- ElectroRep –California</li> <li>- Great Basin Lighting –Northern California/Nevada</li> <li>- Vision Electric Wholesale Inc. - California</li> <li>- Synergy Electrical Sales –NY, NJ, PA, DE</li> <li>- DaiTechCorp - Washington, DC</li> <li>- DAD Sales –Alberta, Canada</li> <li>- Northwinds –Ontario, Canada</li> <li>- Desdowd –Quebec, Canada</li> <li>- GB Sales – Saskatchewan and Manitoba</li> </ul> <p>Own and Operate Providers for FLO</p> <ul style="list-style-type: none"> <li>- Electrada – Primary focus on Ohio, Kentucky, Indiana. United States Opportunity Focused</li> <li>- Baseload Power – Primary focus on Ontario and Quebec. Canada Opportunity Focused</li> </ul> <p>In addition to the project team who will be established to support Sourcewell, the following identifies FLO's direct employee salesforce who will be actively engaged to support the Sourcewell contract. It is noted that FLO's direct sales force is targeted towards key regions in Canada and the US where EV adoption rates and government support are strongest:</p> <ul style="list-style-type: none"> <li>• Eastern and Central Canada– Four (4) employees</li> <li>• Pacific North West including WA and Oregon – Four (6) employees</li> <li>• United States West – Three (4) employee</li> <li>• United States East – Three (5) employee</li> </ul> <p>FLO's direct sales force team are also backed up by a range of support staff who operate out of our head office and complement the sales force with some overlapping functions. The support staff are separated into teams consisting of:</p> <ul style="list-style-type: none"> <li>• Sales Coordination – dedicated employees who manage all customer orders and general sales enquiries including liaising with the sales team and FLO's distributor network.</li> <li>• Customer Experience and Network Operations – dedicated employees who provide frontline customer service for EV drivers and station owners, including 24/7 phone support and proactive station monitoring</li> <li>• Product Line Management – dedicated employees who are responsible for managing FLO's product lines and the evolution of the charging technology. Product managers also support the sales team to engage customers and clarify technical questions.</li> </ul>
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24	Dealer network or other distribution methods.	<p>FLO has a mature distribution network throughout the United States and Canada which is made up of both electrical wholesalers and distributors who supply FLO products and services to end-user customers, many of whom are eligible to procure off the Sourcewell contract. We have long-term agreements with some of the largest electrical distributors in the industry who provide FLO with coast-to-coast sales coverage and operate retail branches in many States, Provinces and Territories.</p> <p>FLO proposes to leverage this existing distributor network to cater for the requirements of the Sourcewell contract. Our account representatives are already heavily involved in managing the distributor network and the Sourcewell contract will be onboarded into this existing framework. The following identifies FLO's primary distributor outlets who will be engaged to deliver products and services under the contract:</p> <p>Distributor Name – Wesco Location - 59 branch locations across Canada, 300+ branch locations in the US</p> <p>Distributor Name – Gescan (A Sonepar Company) Location - 27 branch locations across Western Canada</p> <p>Distributor Name – Lumen (A Sonepar Company) Location - 41 branch locations across Eastern Canada</p> <p>Distributor Name – City Electric Supply Location - 500+ branch locations across the United States and Canada</p> <p>Distributor Name – Rexel Location - 300+ branch locations across the United States and Canada including sub-entities Rexel Atlantic, Westburne and Nedco</p> <p>Distributor Name – Anixter Location - Initial engagement is focused on the Pacific North West and Alaska</p> <p>Distributor Name – All Phase Electric Supply / Consolidated Electrical Distributors Location – California and across United States</p> <p>Distributor Name – Platt Electric Supply Location - throughout California, Nevada, Idaho, Montana, Oregon, Utah, Washington, Wyoming</p> <p>Distributor Name - Vision Electric Wholesale Inc. Location - California</p> <p>Distributor Name – Lion Electric Location - Multiple office locations in the United States and Canada. Focused on providing a turnkey supply/installation service for EV charging stations</p> <p>Owner and Operator (Private Investor) – Electrada Location – Ohio, Kentucky, Indiana – USA focus based on opportunity.</p> <p>Owner and Operator (Private Investor) – Baseload Power Location – Ontario, Quebec – Canada focus based on opportunity</p> <p>At the centre of FLO's distribution network is a focus on servicing electrical contractors, who are inevitably involved in almost every project. We consider electrical contractors to be an outside salesforce for FLO's products and services and we therefore heavily rely on their engagement and support for our customers. As the majority of electrical contractors already conduct substantial long-term business with electrical distributors and wholesalers, it was a natural step to support these existing channels to commence offering EV charging equipment and services.</p> <p>Since the introduction of FLO's first products in 2009, the charging stations have been subject to a continuous design evolution focused on making the equipment simple to install, operate and maintain. A primary objective of this process was to satisfy the requirements of electrical contractors, and to package the charging station in a format whereby any electrical contractor can install and maintain the equipment. By supporting electrical contractors and making it easy for them to purchase the equipment through their existing supply networks, this is beneficial to Sourcewell because participating entities will already have a preferred electrical contractor that they work with that can now also conveniently access FLO's products via the Sourcewell contract.</p>
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25	Service force.	<p>FLO has established combination of both direct employees and third-party O&amp;M providers to support service activities across FLO's network of charging stations in United States and Canada. To streamline service activities including support with identifying and correcting a charging station failure, a team of experts at our Network Operations Centre (NOC) remotely monitor the charging stations, diagnose failures, and manage all field related issues as a first line of defence in support of customers. FLO operates a dedicated NOC which includes 24/7 EV driver phone support. The NOC is located in Quebec (Canada) and is staffed by approximately ten (10) equivalent fulltime employees who oversee the day-to-day management of FLO's network, including frontline customer service for EV drivers and station owners.</p> <p>The NOC team can obtain a report on the status of various components deep inside a charging station architecture, leading to a precise diagnosis of a potential hardware failure, while eliminating other critical components from further examination. This functionality contributes directly to costs savings in the operation and maintenance of FLO's charging stations by either avoiding the need to go onsite through correcting the issue remotely or determining what the failure is remotely to guide field technicians and reduce time spent onsite.</p> <p>When FLO is alerted to an equipment failure that requires onsite maintenance, the NOC will notify the station owner acknowledging the potential fault and marking the charging station as "out of service". This action will ensure EV drivers are alerted to the service interruption so that they can plan an alternative location to charge. At this point, FLO's Deployment and Support team will be engaged to prepare a workorder that documents the equipment failure observed and provides a recommendation on the path to resolution. FLO's deployment and support team consist of dedicated employees including field technicians based on the following structure:</p> <ul style="list-style-type: none"> <li>• Eastern Canada and East Coast United States – Four (4) employees</li> <li>• Pacific North West including WA and Oregon – Three (3) employees</li> <li>• United States - West – One (1) employee</li> </ul> <p>Depending on the failure observed and the location, FLO will provide support with dispatching a qualified technician to conduct the repair and return the charging station to service. In addition to our dedicated field representatives, FLO has developed an extensive network of O&amp;M service providers who we work with across Canada and the United States and can be called upon at short notice to complete field related tasks and warranty services. FLO's Deployment and Support team will manage the onsite intervention and work with the station owner and O&amp;M service provider to ensure the charging station is returned to service. Key O&amp;M providers that FLO works with and can provide full coverage to Sourcewell participating entities are ABM, Spark Power and ChargerHelp!. These groups employee thousands of electrical contractors and technicians and can provide end-to-end service force which can be extended to support installing the charging stations should this be also required by the customer.</p> <p>It is also noted that for many of FLO's customers, especially those in the public sector who are eligible to participate in the Sourcewell contract, they prefer to independently perform some (if not all) of the service work in support of the EV charging stations. This is often the case because the customer either has an existing service contract with an O&amp;M provider which they can leverage to support the EV chargers, or because the customer directly employees field technicians who can perform these tasks. For these reasons, FLO has designed the charging stations to be simple and convenient to maintain (both time and complexities) and in the event of equipment failure, all major components are field swappable. FLO can support the customer to undertake service work independently through the implementation of a formal training program that aims to certify external technicians as being approved to perform specific O&amp;M activities on FLO's charging stations.</p>
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26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>FLO will establish a project team who will be responsible for managing and delivering all EV charging procurements generated through the Sourcewell contract. The project team will be led by a dedicated account manager who will be responsible for onboarding and day-to-day management of the Sourcewell contract and interactions with participating entities and FLO's distributors. It is noted that FLO already works with many eligible Sourcewell participating entities who are using our services and we continue to interact these groups, while making them aware of the opportunity to transition to the Sourcewell contract terms as part of our ongoing account management services.</p> <p>We envisage that the Sourcewell contract will fit within FLO's existing customer service strategy that has been developed to support the tens of thousands of EV drivers and station owners who already utilise FLO charging stations. On a day-to-day basis, frontline customer service starts with the operation of a dedicated Network Operations Centres (NOC) which provides customer service for all charging station owners and EV drivers. The NOC is separated into individual teams to manage various aspects of FLO's EV charging solutions including:</p> <p><b>24/7 Frontline Driver Support</b> All charging stations supplied to Sourcewell participating entities will display a telephone number to enable users (EV drivers) to obtain immediate assistance with their charging experience. Call centre representatives are available 24/7 and can support enquiries relating to:</p> <ul style="list-style-type: none"> <li>• Difficulty with operating a charging station</li> <li>• General troubleshooting – how to use the charger, what connector fits my vehicle, etc.</li> <li>• Driver account inquiries</li> <li>• Towing services</li> <li>• Billing services, etc.</li> </ul> <p>Most issues or questions directed to the Call centre representatives can be resolved immediately since the frontline support agent has access to both a knowledge base and a network management tool that can be used to modify settings and reboot the station: meaning the targeted response time is less than three (3) minutes.</p> <p><b>Customer Service (Level 1)</b> Should the 24/7 Frontline team be unable to directly resolve a driver request (e.g. a charging station does not respond to the frontline triage), the representative will open a service ticket and escalate the issue to the Network Operations Center (NOC), who will commence the path to resolution. FLO has a dedicated team providing the first line of defence for customer related inquiries and charging station fault reporting. Key categories handled by this group include new trouble tickets, sales and business development, driver inquiries and membership services with a targeted response time of less than one (1) business day.</p> <p><b>Technical Service (Level 2)</b> The technical support team provide troubleshooting services in cases where the customer service team are unable to diagnose and solve charging station issues. The team can run remote diagnostics on charging stations to eliminate potential issues and attempt to identify the reported fault. The team will either resolve the ticket and close the case with the customer or escalate this to the Deployment &amp; Support Team with a targeted ticket resolution time of less than four (4) business hours.</p> <p><b>Network Operations</b> In parallel with the Level 1 and 2 customer support, FLO's network operations team proactively monitors all charging stations in the field and can respond to any equipment issues identified through the monitoring in real-time. This means that in many instances, the team is already aware of a reported charger failure by the time an inquiry is reported to the Level 1 and 2 customer support. Depending on the ticket, the network operations team will notify the charging station owner of the potential equipment failure and service interruption while engaging FLO's Deployment and Support team to manage the field intervention. A workorder will be prepared for the customer that documents the equipment failure and provides a recommendation on the path to resolution. FLO can provide support to dispatch a qualified technician to conduct the repair and return the charging station to service under the supervision of FLO's Deployment and Support team. This team is the last line of defense to ensure optimal network availability and uptime, with the targeted response time where an onsite intervention is required being less than one (1) business day from parts being available to perform the intervention.</p> <p>A workflow illustrating FLO's network operation and customer service is included as Attachment K.</p>
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27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	FLO has an active presence throughout the United States with both direct employees and a growing network of manufacturing sales representatives and electrical distributors engaged to support US based customers. The company directly employees more than fifteen (15) team members who are focused on increasing our sales results for the US market and we have recently closed a successful Series C capital financing round which was targeted towards securing capital to grow FLO's US based business. This recent financing round includes an objective to establish a US based manufacturing facility that can produce charging stations for the domestic market. At present all FLO charging stations are produced at our manufacturing facilities in Canada and supported by a sustainable supply chain focused on sourcing material from the United States and Canada. For these reasons FLO has a strong willingness and ability to provide products and services to Sourcewell participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	FLO is Canada's largest EV charging manufacturer and network operator and has a significant presence across every province and territory through direct employees and an active network of distributors. The company's head office is located in Quebec City and we operate a state-of-the-art manufacturing facility located in Shawinigan (Quebec) where we satisfy all charging station orders directly through our own manufacturing services (we do not rely on any contract manufacturing). This is a benefit to Sourcewell and its participating entities as it means FLO has direct control over quality assurance, together with a sustainable supply chain focused on sourcing material from Canada and the United States. FLO has a significant Canadian customer base which includes many eligible Sourcewell participating entities. Our operations are ideally suited to serving Canadian customers and we have a strong willingness to provide products and services to Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	FLO is prepared to service all geographic areas in the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	FLO proposes to support ALL Sourcewell participating entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions.  It is also noted that FLO has recently worked with the distributor Anixter to become eligible to supply charging stations through the Alaska Energy Authority EV charging incentive program. This existing relationship will be leveraged to support any Sourcewell participating entities that we engage in Alaska. We plan to replicate this approach as opportunities present themselves in Hawaii and US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	FLO directly employees a marketing team that is responsible for developing marketing campaigns that the company undertakes to support our customers and the various programs we are participating in. To support the Sourcewell Contract, FLO will put together a marketing strategy focused on: <ul style="list-style-type: none"> <li>• Formal announcement of FLO's selection for the Sourcewell Contract to be broadcast across our digital channels.</li> <li>• Interactive digital content covering the Sourcewell contract and FLO's participation to be displayed on our website.</li> <li>• Outreach to our dealer network as part of the Sourcewell contract onboarding process with dedicated marketing collateral for their branches that covers the Sourcewell contract.</li> <li>• Support for Sourcewell Participating Entities including social media updates when a new charging station goes live to encourage FLO members (80,000+ EV drivers across Canada and the US) to visit and use the charging services.</li> <li>• FLO's team members attend many tradeshow and conferences in the United States and Canada each year and will be able to promote the Sourcewell contract in this capacity.</li> </ul> A few recent examples of the digital marketing campaigns FLO has conducted to promote various programs we are participating in and have products qualified for are included as uploads in the documents section referenced as Attachment C.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In this section, we describe the technologies used and data leveraged to increase the effectiveness and efficiency of the digital marketing operations of FLO.</p> <p>Section 1 : Lower Funnel (Sales Pages, Landing Pages, Form Submissions)</p> <p>FLO relies heavily on A/B and multi-variant tests for lower channel optimisation. We achieve this by creating multiple variants on different property aspects, both organically and via paid channels. For example, to increase the effectiveness of action buttons, we leverage Google Optimize to create Labs where each user is shown a specific variant of these buttons, which includes but is not limited to: colors, texts, shapes, positions, etc. In this example, the target KPI (key performance indicator) would be click-through and conversion rate. Similarly, to improve the user dwell time on the page and overall page consumption, we create variants by changing the images and content shown, as well as other potential variables as applicable (we run experiments in the same fashion). Each user is presented with a single variant to avoid test overlaps and ensure that the data shown is both unique and relevant. From a temporal perspective, we generally run tests for 90 days or until we are 95% confident our improvements are not due to randomness on our variance analysis. In those instances where a simpler approach is optimal, we run experiments on paid social ads and Google ads whereby a number of landing pages are run against one another. In these scenarios, we are usually attempting to determine if landing pages with direct-to-form setups track better than descriptive pages with embedded forms. The goal here is to determine if our users are qualified (meet requisite engagement and interest standards) enough to be directed straight to valuable events, or if further nurturing is needed prior to pushing these leads further into the sales funnel. In the future, we hope to improve this process by integrating HotJar into our digital marketing operations; this tool visualizes as click data as a heat map, providing us with a more comprehensive view of our lower funnel operations, rather than relying solely on custom events to determine abandon points.</p> <p>Section 2: Higher Funnel (Creatives, Headlines, Calls to Action)</p> <p>Once again, optimisation is key for high performance in this section of the sales funnel. In both search ads as well as social promotions, we run performance labs on our responsive ads. We rarely rely on static creatives; rather, we believe better performance is achieved by letting platforms optimize for conversions by rolling responsive and/or dynamic ads. We leverage both Facebook and Google's internal AI algorithms to match a set of given creatives together to form the ads themselves; after this, the output is user-specific, ultra-relevant and specific to each user based on their behaviours, interests and browsing history. In each instance whereby the system flags that a piece of a creative is tracking poorly, we replace or make variants based on the most efficient results. Our never-ending creative optimisation allows us to determine the key factors of the success of each campaign that we run. Our campaigns' dynamic elements keep the content relevant for each specific user over time, improving engagements and reducing click costs and cost-per-acquisition.</p> <p>Section 3: Data Visualization</p> <p>We utilize Google Data Studio to visualize our results and drive data driven decisions. Our dashboards react in real-time and provides an overview on all relevant operations, from ads to organic searches. These dashboards are valuable in that they provide both a bird's eye view for quick analysis, and allow for a deeper dive into the data where applicable. We are able to blend all metrics into a single view to make relevant comparisons and unearth signals between different performance indicators. For example, we might use a dashboard to dig into keyword matches with users search terms to inform the decisions we make on targeting and demographics; are we better off with broad matches or phrase matches or exact matches when we capture our competitors' keywords on paid searches? We also unearth data for, but are not limited to, demographics, behaviors, interests and, on the usage side, content consumption, video views, forms views, form submits, account signups, app installs.</p> <p>Section 4: Improved Acquisition Over Time</p> <p>We do not seek to improve our campaign performance solely for the sake of optimisation; rather, this data and these performance indicators must work to improve acquisition. We aggregate the data we have to leverage the social and search platforms' ability to find similar audiences (or lookalikes). Using client lists, lead lists, engaged visitor data, etc., we upload relevant data (anonymously and hashed) to allow our platforms to leverage existing algorithms to find similar matches to the audiences that previously ranked as engaged on our properties. We enter new markets with confidence by identifying key audiences, demographics, and client profiles to get the best results at the lowest price. Further, we leverage our data to create effective organic social posts to keep a high engagement rate throughout our member community. We use our digital marketing campaigns to raise awareness of our brand and our initiatives and manage to keep this consideration with organic content. We believe the combination of organic and sponsored posts can add immense value to our online proposition.</p>
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34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>In addition to overseeing the competitive procurement process to award contracts for products and services that can be purchased by participating entities, FLO understands Sourcewell's primary role is to act as a facilitator in promoting awarded contracts to its participating entities throughout the United States and Canada. This may include listing and promoting the contracts on Sourcewell's website, as well as participating in marketing exercises to draw attention to the streamlined procurement opportunities such as through attending industry recognised trade shows and conferences where participating entities can connect with Sourcewell's team and understand more about the available contracts and participating vendors.</p> <p>The Sourcewell contract is consistent with existing corporative agreements and standing offers that FLO has been selected to support across Canada and the United States. FLO will assign a dedicated account manager to oversee the implementation of the program and will provide quarterly contract sales activity reports highlighting the sales activity for the previous period, key details relating to the customer sales, and confirming all orders processed as part of the Sourcewell contract. FLO has a mature onboarding process in place to manage the integration of cooperative purchasing programs, particularly as it relates to leveraging our existing distributor network to cater for the requirements of the program and participating entities. FLO's sales team are heavily engaged in managing the distribution channel and will introduce the Sourcewell contract together with a detailed 'playbook' that includes information about the contract, pricing, specific requirements, and participating agencies. A kickoff meeting will be held to onboard the contract, a dedicated price book and corresponding order codes will be established with each distributor to promote the program, and regular in-person visits and phone check-ins will be performed to support sales activities and maintain pricing compliance.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, a limited range of FLO's charging stations can be purchased online using FLO's webstore which features an e-procurement ordering process, as well as via third-party platforms such as Amazon. Many of the electrical wholesalers that carry FLO's products also utilise their own e-procurement ordering systems which can be leveraged by Sourcewell participating entities.</p>	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>FLO has a comprehensive onboarding process that includes training for every new charging station owner, which is provided at no additional cost.</p> <p>During the pre-sales stage, FLO can support the customer and provide product training and guidance as it relates to installation including:</p> <ul style="list-style-type: none"> <li>• Access to FLO's Application Engineering Team who will work with Sourcewell participating entities and any other relevant stakeholders to develop a streamlined workplan for the equipment supply and commissioning process.</li> <li>• Access to FLO's Deployment and Support Team who will work with Sourcewell participating entities and the electrical contractor to ensure the installation process is carried out in an efficient manner and consistent with the installation guides available for each charging station model.</li> </ul> <p>Once the charging stations have been successfully installed, FLO will proactively engage the station owner and confirm the charging station has been commissioned. A representative will be available to conduct a comprehensive online training session that aims to share product knowledge and best practices as it relates to owning and operating the charging station, how to access data reports and other relevant content through the Owner Web Portal, and how to configure the charging stations including applying pricing policies and running utilisation reports. All online trainings can be recorded and made available to Sourcewell participating entities to use internally on an ongoing basis with no additional costs involved in this process.</p> <p>FLO has an ongoing commitment to continue to support Sourcewell participating entities with their charging stations once they are installed and operational. Where a station owner has the capabilities and desire to perform some of the operation and maintenance related tasks associated with the charging station, FLO can support this activity through the implementation of an optional training program that aims to accredit external technicians as being approved to perform specific O&amp;M activities.</p> <p>FLO can work with station owners to implement a training program designed to transfer knowledge in a collaborative format. Some key topics covered by the training program include:</p> <ol style="list-style-type: none"> <li>1. Product Knowledge <ul style="list-style-type: none"> <li>o SmartTWO-BSR Curbside</li> <li>o CoRe+</li> <li>o SmartDC</li> <li>o FLO Home G5 and X5</li> <li>o Remote network management services</li> </ul> </li> <li>2. Know the "Standards" – VERY IMPORTANT: This serves as the "Standard" which all abnormal situations are compared to. <ul style="list-style-type: none"> <li>o Operation standards: Full understanding of the sequence of operation of the equipment.</li> <li>o Equipment setup standards: Full understanding and ability to determine if charging station is out of standard (e.g. if the charging connector door wont lock what does this mean?)</li> </ul> </li> <li>3. Understand 1) critical systems that are absolutely required for operations, and 2) possible failure modes – learn to "feel" the equipment.</li> <li>4. Corrective and Preventative maintenance – On the job field training</li> <li>5. Proactive monitoring services and Alarm management</li> <li>6. Owner Web Portal</li> <li>7. Spare parts inventory and management</li> <li>8. Re-commissioning Process</li> </ol> <p>A custom training program can be implemented following the installation of a FLO charging station and can continue throughout the term of engagement between FLO and the Sourcewell participating entity. The aim is for FLO to continue to provide primary O&amp;M support while enabling some of the maintenance services to be transitioned to the station owner overtime. This approach is considered to strike the best balance between ensuring the charging station achieves maximum station uptime while streamlining some of the costs associated with maintaining the equipment. There are additional costs for FLO to perform O&amp;M training which is dependent on the customers' requirements and use cases.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>FLO provides a vertically integrated charging solution including both the provision of charging stations, network management services, and ongoing customer support. This approach means we can control the user experience from end-to-end and continue to refine our charging services to improve how we serve customers. Based on more than a decade of experience focusing solely on serving the EV charging marketing in the United States and Canada, here are a few examples of ways we have advanced our technology to benefit customers:</p> <ul style="list-style-type: none"> <li>• Remote updates – Due to the high degree of vertical integration that is present in FLO's architecture, the solution maximizes the level of interoperability between the charging hardware and network management system, leading to significantly more remote management and operational capabilities. Station owners benefit from access to new firmware, fixes and patches which are routinely transferred to the network of charging</li> </ul>

stations via over-the-air updates (this does not rely on a third-party). Firmware and software enhancements are particularly relevant in the EV charging industry as this can help maintain equipment compatibility with new EV models coming to market, reducing the need to go onsite to upgrade or replace components.

- All networked FLO charging stations feature an equipment heartbeat which provides health and status updates including uptime metrics through a continuous stream of sensory data that is reported back to the network management system. Essential data points captured include live status (available, in-use, unknown, offline), temperature of various components, connectivity index, power output, and much more. The information is updated in near real-time speed and benefits customers by automatically displaying the equipment health and status, to help guide EV drivers and the network operations team on the availability of the charging station.

- Energy management – For specific customer use cases e.g. fleet and workplace locations, FLO has developed an advanced energy management solution to optimise capital and operational costs of investing in EV charging infrastructure.

- o For CoRe+, sites that feature multiple charging stations can be configured for PowerSharing at the circuit breaker or electric panel level, which is a valuable tool in applications where the vehicles will be parked and not used for a period of time . This service can directly reduce capital costs of investing in EV charging equipment by requiring less electrical infrastructure to support more charging station.

- o CoRe+ pedestal can also integrate a unique Cascading Kit which can accommodate an oversized electrical service to futureproof a site for additional charging stations as demand for the services increases. This benefits the customer as they can avoid retrofitting sites with additional electrical cabling and rely on the CoRe+ pedestal to act as a junction box to expand the services.

- o For CoRe+ and SmartTWO charging station, a site can be configured for PowerLimiting to limit the total output of a group of charging stations, which maybe manually configured through the remote dashboard, based on time of day, or through interaction with an external application such as a building management system. This service can directly reduce operational costs of EV charging by limiting the impact of utility demand chargers as a component of the electricity costs for the EV chargers.

- A retractable cable management system is available as an optional accessory for both a wall and pedestal mounted charging stations. The system will automatically retract through a counterweight helping to remove cables from the ground which can otherwise be a tripping hazard for pedestrians (especially in freezing conditions) and an object that can be snagged and damaged by snowplow clearing during the winter months. This optional item was developed as a direct result of customer feedback and is an example of our product evolution.

- FLO's products feature industry leading temperature rating down to -40 degrees Celsius making the products suitable for winter conditions which can impact significant regions of Canada and the United States. This is a benefit to Sourcwell participating entities as it provides peace-of-mind that the products will cope with all-weather environments.

- The design of FLO's charging stations has evolved to focus on the use of Aluminum as the primary material for the charging station enclosures. Aluminum was selected over other materials like plastics because of its ruggedness and tolerance to vandalism, together with its ability to withstand significant temperature ranges which can cause plastic to become brittle and breakup over time. The Aluminum enclosure also incorporates a commercial grade o-ring that seals the enclosure and avoids water ingress and moisture build up. This is particularly relevant in winter conditions and regions of Canada and the United States which experience significant rainfall.

- A super flex charging cable is supplied with the products which is designed to stay malleable especially in cold climates, which makes it easier to handle and move around while performing a charging session. This is a very important factor for user experience.

- SmartTWO charging connectors are locked behind a security door that requires user authentication before it can be released. This patented design is unique in the industry with the lockable door mechanism being advantageous because the door mechanism is more user friendly to operate, especially in cold weather climates where freezing rain, high winds and snow can jam connectors in place where they are directly exposed to the elements. Because the connector is entirely hidden behind the security door, this also helps to reduce incidents of vandalism. The City of Los Angeles and Bureau of Street Lighting identified the lockable door mechanical as an essential criteria for their EV charging deployment because it provides an additional layer of protection for the charging assets that they are deploying on Light Poles throughout the City.



38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>FLO recently implemented several changes to our manufacturing processes including redesigning the packaging that the charging stations ship in and moving to using 100% recycled material in the packaging where practical. This includes for the FLO Home product line, which is by far our most popular charging station model and now ships to customer in packaging that includes 100% recycled material. For our Quebec customers, we have a reusable pallet that we deliver the SmartTWO-BSR Curbside charging station in and operate a buyback program when the packaging is returned for additional use or recycling.</p> <p>FLO's manufacturing processes have focused on phasing out the use of plastics and other fragile material, particularly in the charging station enclosures which are prone to breaking down, especially in harsh environments with freezing temperatures. For this reason we have made a strategic decision to implement the use of aluminum as the primary material for all our charging station enclosures. This decision was driven by a desire to enable our hardware to be more effectively recycled, while also providing customers with a product that has a great useful life expectancy.</p> <p>At a corporate level, FLO actively recycles the following materials: Office paper, plastic and glass containers, soft plastic, food waste/compostable, batteries, printer and toner cartridges, IT equipment, Clean wood and metals. FLO has also instituted the following standard terminology in all our supplier agreements (through our supply T&amp;Cs) as it relates to protecting the environment and responsible for product and material sourcing:</p> <p>"Supplier will use qualified personnel and equipment and facilities that meet the highest industry standards. Supplier will respect all relevant legislation, regulations, labor laws, immigration laws, import-export regulations and environmental and industry standards in all jurisdictions where Supplier operates, during transit, and where the Goods and Services are delivered"</p> <p>FLO also provides workplace charging services at all our office locations to encourage employees to transition away from gas vehicles and to convert to EV which has a direct impact on the company ecological footprint. As an incentive, the workplace charging services are free to use for employees, and the company also donates a residential charging station for each employee who drives an EV. Currently we have twenty-five (25) employees who have converted to EVs. The company has also converted several fleet vehicles to electric models and will be looking to convert our commercial vans to electric versions once suitable options become available. These internal transportation initiatives have a direct impact on helping reduce the company's carbon footprint.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>FLO G5 and CoRe+ charging stations that are available to Sourcewell participating entities have been recognised for their energy efficiency and have achieved EnergyStar certification.</p> <p>In terms of other sustainable factors, in contrast to other equipment vendors, FLO does not rely on third-party contract manufacturers to produce our charging stations and instead satisfy all charging station orders directly through our own manufacturing facilities in Quebec, Canada. The location of the manufacturing plant is a significant advantage, allowing FLO to process orders quickly and ship rapidly to locations throughout the United States and Canada, as compared with other products manufactured in Asia, Mexico, or Europe which have longer lead times and a larger ecological footprint in delivering the products to the customer.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>FLO proposes to work directly with Sourcewell participating entities to fulfill sales orders, while also leveraging our established network of electrical distributors who will support procurement requirements in Canada and the United States. Some of our existing distributors have certifications that are relevant to the standards outlined in this section. For example, FLO has formed a distribution channel relationship with Encompass Supply out of Virginia, who are certified (Small Disadvantaged Business -SBE; Disadvantaged Business Enterprise - DBE; Minority Business Enterprise - MBE; Service-Disabled Veteran Owned Small Business - SDVOSB) and registered as a diverse supplier. FLO has also formed a distribution channel relationship with Vision Electric Wholesale Inc. out of California, who is a Women and Minority-owned business. In addition, FLO also works with DaiTechCorp a Women-Owned and Minority Business Enterprise (MBE) certified by the State of Maryland Department of Transportation and other national, state, and local certifying agencies throughout the region. For Service and Maintenance FLO has partnered with ChargerHelp! a Women-Owned and Minority Business Enterprise (MBE).</p> <p>Relevant certifications from our distributor and service providers have been uploaded as Attachment L.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>We are a vertically integrated Original Equipment Manufacturer with more than ten (10) years industry experience in EV charging design and network operations in Canada and the United States. Our sole focus is on the EV charging industry and this experience will be invaluable to supporting Sourcewell participating entities with their EV charging deployment programs, particularly as it relates to support with site selection and planning, technical knowledge and application for the charging stations, and engagement and management of EV drivers.</p> <p>FLO provides a turnkey EV charging solution including both the provision of charging</p>

stations, network management services, and ongoing customer support including an industry leading equipment warranty. This end-to-end solution is supported by open charging standards including support for Open Charge Point Protocol (OCPP) 1.6J and network interoperability for EV drivers through Open Charge Point Interface (OCPI) 2.1. In contrast to other vendors, FLO is responsible for providing all components of the EV charging services i.e. we do not rely on other equipment vendors to fulfill hardware orders, this ensures the customer has only one party to engage with covering all aspects of their project, which increases accountability on FLO to deliver the services and contributes to greater customer satisfaction.

In contrast to other equipment vendors, FLO does not rely on third-party contract manufacturers to produce charging stations and instead satisfy all charging station orders directly through our own manufacturing facilities in Quebec, Canada. The location of the manufacturing plant is a significant advantage, allowing FLO to process orders quickly and ship rapidly to locations throughout the United States and Canada. By comparison, many other charging station products are manufactured in Asia, Mexico, or Europe which have longer lead times, higher freight cost, and a larger ecological footprint by the time the product reaches the customer. Furthermore, FLO's direct manufacturing services means we have greater control over quality assurance, together with a sustainable supply chain focused on sourcing material from Canada and the United States. With FLO's supply chain dynamics, we have experienced no delay in manufacturing and order fulfillment throughout the entire COVID-19 period, and we continue to be able to deliver on time, while ensuring our team members are socially distanced for a safe working environment.

Because FLO controls all aspects of the end-to-end service, this means we can evolve our technology faster, while responding to changes in the industry and customer requirements. Some further examples of unique ways we have evolved our network architecture include:

- Privacy and Cyber Security – recognising the unique requirements of our Canadian and United States based customers, FLO has elected to operate two independent network operating systems to host user data and meet privacy and security compliance for customers based on their country of origin. Each network operating system is hosted by Microsoft Azure data centres which are physically located in either Canada or the United States including primary and backup sites. FLO has also implemented Microsoft Azure's suite of digital security products (B2C, Network Security Group, DDoS protection) to support the platform and all data is encrypted at rest using the AES-128/256 encryption formats and while on-flight protected with TLS 1.2 links.
- Warranty - FLO offers one of the most comprehensive equipment warranties covering parts and on-site labor. Sourcewell participating entities will work with FLO to cover all aspects of the EV charging service which provides peace-of-mind that FLO will deliver ongoing support for the EV charging stations, including remote monitoring and fault detections, unlimited call centre support, prompt repair or replacement of parts or the entire charger, and a commitment to maintain exemplary service level.
- Open access – Through ongoing engagement with our customers (station owners), a reoccurring theme we noted was a desire to offer users (EV drivers) with access to public charging services without an obligation to register with the network operator for the equipment. To address this requirement, in 2017 FLO developed a QR code payment system which can enable a user to take a photo of the QR code and activate and pay for the charger session through a mini web portal with no prior registration required.
- Interoperability - FLO is a leader in hardware and network interoperability, with charging stations that feature OCPP 1.6J and a network that has implemented peer-to-peer roaming agreements with leading North American network operators since 2014. Roaming enables EV drivers to access other network operators' public charging infrastructure without requiring a separate membership. As the industry matures, FLO has signed roaming agreements with ChargePoint, Greenlots, BC Hydro EV, Electric Circuit, and eCharge Network and we are working towards agreements with EVconnect and EVgo. Drivers can use their FLO membership to charge at thousands of locations across North America with the public mapping database available on the FLO Mobile App or the FLO Website. FLO's roaming agreements are beneficial to Sourcewell participating entities because it means more EV drivers are able to locate and activate a FLO charging station through our dedicated platform.
- Remote software updates - FLO routinely sends out over-the-air updates to the network of charging stations. EV technology is constantly evolving, and it is important that the charging stations in the field can keep up with remote firmware and software updates over the operational life of the equipment. An example of recent firmware updates include the release of an expanded set of billing modes which station owners now have access to. Billing modes include kWh pricing (in jurisdictions where this is lawful), idle fees, and multi-tiered pricing. These new options provide more functionality for stations owners, as well as improve user experience and increasing opportunities for revenue.
- Vehicle compatibility - FLO works closely with the OEM Vehicle Manufacturers to test and validate compatibility for each new EV model before it becomes available for purchase.

		<p>Testing typically involves the OEM providing a demonstration vehicle for use at FLO's testing facilities in Quebec where we can put the vehicle through its paces, validate compliance with each charging connector standard, access the vehicle charging behaviour at different State of Charge levels, and conduct real-world testing across the public network of charging stations. Small variations in EV charging behaviour can trigger a need to develop a charging station firmware update to accommodate the observed characteristics and avoid vehicle compatibility issues. FLO has tested all major EV models available for purchase in North America and have issued several firmware updates to correct charging session anomalies that have been observed during the testing stage (mainly on the SmartDC Fast Chargers). In contrast to other equipment vendors, because of the tight integration between FLO's charging stations and network management system, the firmware updates can be issued over-the-air remotely to the charging stations without any on-site intervention required. This is a significant advantage to station owners, especially where they have a number of charging stations installed across a large geographic area.</p>
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**Table 9A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Yes, FLO's warranty is comprehensive and covers product, parts and labor support.</p> <p>All FLO charging stations are supplied with a one (1)-year warranty included in the equipment cost. In addition, an extended warranty is also available to Sourcewell participating agencies for up to an additional four (4) years coverage which makes five (5)-years total.</p> <p>FLO's warranty is comprehensive and includes support for products, parts and on-site labour costs. This provides participating agencies with peace-of-mind that FLO will deliver ongoing support for the charging stations, including remote monitoring and fault detections, unlimited call centre support, prompt repair or replacement of parts or the entire charger, and a commitment to maintain exemplary service level.</p> <p>FLO will undertake all warranty related tasks directly with Sourcewell participating entities including equipment repair and replacement services. FLO's Network Operations team provide frontline support with all warranty related tasks and have a dedicated team responsible for analyzing charging station failures and preparing warranty reports.</p> <p>Further details on FLO's warranty covering each charging station are provided in Attachment D supporting this submission.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The Warranty for FLO's Level 2 charging station range available to Sourcewell participating entities does not have any usage restrictions or other limitations that adversely affect coverage.</p> <p>The Warranty for the FLO SmartDC Fast Charger includes a specific obligation that preventative maintenance must be performed as a condition of the product warranty based on the following schedule:</p> <ul style="list-style-type: none"> <li>• At least every year (starting at shipping date of the product); or</li> <li>• Every 1,000 operating cycles; or</li> <li>• Every 300 hours of use</li> </ul> <p>Preventative maintenance for the SmartDC must be performed by a qualified FLO technician and may either be conducted directly by FLO or through leveraging the expertise of one of our national O&amp;M providers who are trained and qualified to work with FLO's products. Under normal circumstances, a preventative maintenance visit will be scheduled to occur outside of normal operating ours and takes approximately 1.5 hours to complete.</p> <p>Further details on FLO's warranty covering each charging station are provided in Attachment D supporting this submission.</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>FLO's warranty does not include expenses for a technician's travel time and mileage. Depending on the customers location, these items are quoted separately based on set regional chargers.</p>



45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>No. FLO can provide warranty coverage for all regions in the United States and Canada. In regions where FLO does not have a direct presence, we rely on a network of O&amp;M providers that we have established to perform warranty and field service tasks on our behalf. FLO's charging stations are designed to be simple to install and convenient to service in the field so that any qualified technician can perform these tasks independently. FLO's Deployment and Support team are responsible for managing the network of O&amp;M providers based on a prequalification process to ensure they are competent to perform warranty related tasks on the company's behalf. In most situations, the course of the product failure can be identified remotely so that a replacement part or component can be available when the technician is dispatched to the customer's site.</p> <p>FLO's Deployment and Support team provide frontline support for equipment warranty, field service, and equipment repairs with a dedicated team responsible for analyzing charging station failures, engaging station owners, and arranging on-site interventions. Key steps involved in the warranty and RMA process include:</p> <ul style="list-style-type: none"> <li>• Sourcewell Participating Entities who require assistance with a charging station product are required to take note of the equipment serial number and contact FLO's customer service team to lodge a request such as a Warranty Claim (Ph: 1-877-505-2674 #297 or email at ds.support@flo.com).</li> <li>• A FLO representative will ask for a description of the reported issue, together with any photographic evidence that can be used to process the Warranty claim and will provide a support ticket number.</li> <li>• FLO's team will validate the Warranty Claim against the serial number. The team will conduct a thorough review and diagnose the problem, determine corrective action to be taken and document the failure, cause, corrective action, and parts needed for replacement.</li> <li>• Parts under warranty will be shipped and FLO's Deployment and Support team will work directly with the Sourcewell Participating Entity to resolve the field issue including managing field related tasks through engagement with an O&amp;M service technician.</li> <li>• Parts not under warranty will be quoted and ordered only upon approval by authorized Sourcewell Participating representative.</li> <li>• Following the repair, FLO will engage the Sourcewell Participating Entity to ensure the case has been resolved and the charging station is back online.</li> </ul>	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	There are no third-party items included in FLO's proposal.	*
47	What are your proposed exchange and return programs and policies?	Unless there are extreme circumstances such as FLO having shipped the wrong product, all sales are final, and no returns or exchanges are permitted, unless agreed to between both parties.	*
48	Describe any service contract options for the items included in your proposal.	<p>FLO's networked charging stations are support by Global Management Services (GMS), which is an annual service contract to connect the charging stations with FLO's network, provide ongoing customer support for station owners and EV driver, as well as data and reporting services. Access to GMS is pre-paid on an annual basis with options to purchase up-to five (5) years' service coverage in advance. Further details of the costs are outlined in FLO's pricing submission. A comprehensive overview of the services covered by GMS is outlined in Table 14A in response to Question 67.</p> <p>FLO's charging stations are also supported by an extended warranty program which can be purchased for up to five (5) years total coverage and combined with the upfront equipment order. The extended warranty and GMS coverage include service contract options for:</p> <ul style="list-style-type: none"> <li>• 24/7 frontline EV driver phone support</li> <li>• Notification of technical issues</li> <li>• Station owner enquiries and billing services</li> <li>• Coordination of technical issues and service calls</li> <li>• Onsite support and restoration of service</li> </ul>	*

### Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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49	Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.)	<p>FLO tracks the uptime of individual charging stations and the network management system and uses all commercially reasonable efforts to achieve the performance targets. FLO's network uptime is calculated at 99.9% and has been achieved continuously across several years of reporting. The charging station uptime across all product lines is 98% or better and has been achieved continuously across several years of reporting.</p> <p>Hardware uptime performance indicators are analyzed using the two-states model for the outage analyses:</p> <ol style="list-style-type: none"><li>1. Uptime – Charger is fully available and provides the EV charging to its maximum limit.</li><li>2. Downtime – Charger is offline and unavailable for EV charging.</li></ol> <p>FLO's network operating system tracks the historical uptime performance which is displayed in the web portal dashboard and available to view by the network operations team and the station owner.</p> <p>For specific customer use cases e.g. fleets and workplaces, FLO has developed an advanced power management solution to optimise capital and operational costs of investing in EV charging infrastructure. FLO's power management solution includes a performance standard for PowerSharing, which includes the ability for multiple CoRe+ charging station to share power at the circuit breaker or electric panel level, with power dynamically managed according to an advanced algorithm and the customers' unique site requirements. A second performance standard can also be applied to configure the charging stations for PowerLimiting, to limit the total output of a group of charging stations which maybe manually adjusted based on time of day, or through dynamic interaction with an external device, such as a building management system or utility demand response program.</p>
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50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>FLO's targeted services standards for customer inquiries and technical issues include:</p> <ul style="list-style-type: none"> <li>• 24/7 frontline EV driver phone support – less than five (5) minutes</li> <li>• Notification of technical issues – Real-time status updates are displayed in the Owner Web Portal including fault alarms. FLO will also proactively engage the customer within four (4) business hours of the reported equipment failure</li> <li>• Station owner enquiries - within one (1) business day from receipt of the request.</li> <li>• Coordination of technical issues and service calls – within one (1) business day from the initial equipment failure</li> <li>• Onsite support and restoration of service - within one (1) business day from parts being available to perform the restoration.</li> </ul> <p>FLO tracks a comprehensive set of KPIs relating to the charging stations and network management system and has a reporting framework detailing the essential information as it relates to each charging site and customer. The KPI's that are tracked include:</p> <p>Per site</p> <ul style="list-style-type: none"> <li>- Communication Continuity Index and Service Uptime</li> <li>- Downtime over periods of 1 month, 3 months and 12 months (hours)</li> <li>- Number of failure events over periods of 1 month, 3 months and 12 months</li> </ul> <p>Per charging station model</p> <p>Service availability stats</p> <ul style="list-style-type: none"> <li>- Number of chargers in service (as of report date)</li> <li>- Total number of hours in service</li> <li>- Total number of hours in downtime</li> <li>- Total number of failure events</li> <li>- Number of hours in service during the last 12 months</li> <li>- Number of failure events during the last 12 months</li> <li>- Downtime during the last 12 months (hrs.)</li> <li>- Number of hours in service during the last 3 months</li> <li>- Number of failure events during the last 3 months</li> <li>- Downtime during the last 3 months (hrs.)</li> <li>- Number of hours in service during the last month</li> <li>- Number of failure events during the last month</li> <li>- Downtime during the last month (hrs.)</li> </ul> <p>On a monthly basis FLO operated networks receive over 2,000 calls on average through our frontline, customer service and technical teams. These calls vary in nature with all communication including calls and emails tracked in our customer service database to provide integrated real-time and historical reporting. A range of KPIs are measured and tracked through this process including:</p> <ul style="list-style-type: none"> <li>- Number of open cases</li> <li>- Average age of open cases</li> <li>- Cases created this month</li> <li>- Open cases by B2C-B2B customer</li> <li>- Open cases by status</li> <li>- Open cases by type</li> <li>- Top open cases by age</li> <li>- Open cases by type and status</li> <li>- Top agents by open cases</li> <li>- Cases closed this month</li> <li>- Resolution time this month</li> <li>- Top agents by open case ages this month</li> <li>- Trend of resolution (by month)</li> <li>- Top agents by case resolution time MTD</li> <li>- Top agents by closed case this month</li> <li>- Trend of cases created/month</li> <li>- Trend of cases closed/month</li> <li>- Trend of case resolution time (days)/month</li> <li>- Case distribution by support channel</li> <li>- Case distribution by type</li> <li>- Case distribution by priority</li> <li>- Cases closed MTD</li> <li>- Case resolution time MTD</li> <li>- Case resolution time MTD by priority</li> <li>- Customer Satisfaction</li> <li>- Cases by Reason Type/month</li> <li>- Cases by Reason Type and Customer Type/month</li> <li>- Cases by Reason Type per Network/month</li> <li>- Response Time</li> </ul>
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	FLO's payment terms for handling orders directly with Sourcewell participating entities is Net 30 - Payment 30 days after invoice date. *
52	Describe any leasing or financing options available for use by educational or governmental entities.	FLO does not directly offer leasing or finance options for the charging stations. However, we do work with value added resellers who package FLO's products and services into an own & operate model that reduces the capital and operation costs of deploying EV charging stations to Sourcewell participating entities. *
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>FLO has a comprehensive sales order process which covers the following key steps:</p> <ol style="list-style-type: none"> <li>1. Pre-sales</li> <li>2. Order confirmation</li> <li>3. Support with installation planning</li> <li>4. Charger commissioning</li> <li>5. Product training</li> <li>6. Post-sales</li> </ol> <p>FLO will work directly with Sourcewell participating entities to oversee all equipment orders. Depending on the Sourcewell member's requirements, FLO will either process orders directly with the customer or transfer the order to a local distributor for fulfillment (particularly the case where an existing procurement relationship exists). FLO has a comprehensive network of distributors that we work with throughout the United States and Canada and we plan on leveraging their expertise as an outside sales and service force to maximise the coverage we can provide to Sourcewell participating entities. In both order scenarios, the Sourcewell member will receive the same pricing based on the applicable discount off MSRP which FLO has outlined in this submission. The catalogue pricing and discounts that are applicable to the contract will be communicated to FLO's distribution network as part of the Contract onboarding process. A dedicated price book and corresponding order codes will be established with each distributor to promote the program and maintain pricing compliance across the distributor network. *</p> <p>FLO's internal order management system features two platforms which we use for all phases of the order fulfillment process:</p> <ul style="list-style-type: none"> <li>• Customer Relations Management tool (Salesforce) which is used for all upfront customer engagement including lead generation, account management, opportunity tracking, quotations, order confirmation and delivery tracking. All Sourcewell participating entities will be tagged under the Sourcewell contract hierarchy to ensure consistent methodology and assignment to the dedicated account manager.</li> <li>• An Enterprise Resource Planning tool (Divalto infinity) which is used for to support the operational cycles of the plant, sales and finances teams. This includes resource and material planning, manufacturing, stock management, accounting and billing (A/P and A/R), ordering and shipping, contract management, and field service management.</li> </ul> <p>The Sourcewell contract will be assigned to a dedicated account manager, who will provide quarterly contract sales activity reports highlighting the sales activity for the previous period, key details relating to the customer sales, and confirming all orders processed under the contract. The ongoing reporting requirements will enable FLO to audit sales activities across each distributor, ensure pricing compliance, and determine the total administrative fee to be remitted back to Sourcewell each Quarter.</p>
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	FLO does not currently accept P-card procurement and payments. This is an area of interest and something we are exploring as part of our services roadmap. However, it is noted that for the majority of FLO's existing customers who are eligible to procure off the Sourcewell contract, we understand the use of P-cards is often restricted to small transactional items not associated with asset or capital purchases, and not related to equipment that is subsidized by grant funding. These restrictions make it difficult to utilize P-card procurement for EV charging stations purchases. *

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Supporting FLO's submission, we have provided a detailed price book which is uploaded as a separate document and includes line items for the charging equipment and associated services, product ordering codes, MSRP pricing and discounts available to Sourcewell participating entities. In addition to the line items, we have broken out the equipment into distinct product categories to simplify review and ensure the total cost of ownership is captured for each product group. We have also provided notes where applicable with further explanation of the ordering process.
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Details of quantity and volume discounts are highlighted in response to Question 56. It is also noted that FLO already participates in several existing purchasing programs which feature pricing discounts and we have applied a consistent approach to the Sourcewell contract.
57	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the discount off MSRP, Sourcewell participating entities can also qualify for a volume discount applicable to order size. The size of discount is dependent on volume and product type with full details outlined in FLO's pricing submission.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>FLO's offer to Sourcewell participating entities covers the supply of EV charging stations and associated services including warranty and maintenance support. FLO can also provide with site selection and installation planning. However, we find that in many instances (especially for eligible Sourcewell participating entities) customers prefer to utilize and manage their own independent electrical contractor to perform the physical charging station installation. The benefit of this approach is that FLO can bring all our knowledge and experience with deploying EV charging services and combine this with a customer's preferred electrical contractor who understands the dynamics of installation services in the local context and can work closely with FLO to complete the installation phase of the project. The customer can then handle quotations for installation services independently, which also provides them with greater control over costs.</p> <p>Where a customer requires assistance with the installation process, FLO can leverage our network of O&amp;M service providers to identify a qualified and locally based electrical contractor who is familiar with performing EV charging installation services. In this context, FLO can oversee the installation process, helping the customer to directly source costs for installation with the commercial terms and payment to be handled directly between the Sourcewell participating entity and electrical contractor.</p>
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no addition costs outside of the items FLO has indicated in the pricing proposal.

60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Yes, delivery chargers including shipping and freight are an additional cost and are dependent on the location of the Sourcewell participating entity.</p> <p>FLO's charging stations will be delivered to the Sourcewell participating entity either directly from a distributor, or dropped shipped from FLO's manufacturing facility (especially for larger orders). As part of the sales order process, the Sourcewell participating entity will be provided with a quotation for the delivery chargers based on the size of the equipment order and delivery location.</p> <p>FLO's Sales Coordination team process the shipping of all orders, which are expedited from the manufacturing facility in Shawinigan, QC. Their tasks and responsibilities include processing of shipping documentation and packaging of EV charging equipment and accessories. They are also responsible for coordinating with our order entry team for status updates for customers and tracking purposes. FLO's main shipping carriers are FedEx, UPS and RM Logistics, who is a transportation broker that FLO uses for larger orders requiring a skid or multiple skids. FedEx and UPS both provide coverage throughout the United States and Canada and operate multiple branches in most Cities. RM Logistics is headquartered in Montreal, and they also provide service throughout the United States and Canada via land or rail (depending on the order requirements).</p>	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>FLO can arrange shipping and freight services to deliver charging stations to the regions and territories outlined in Question 61. Pricing is based on a competitive quotation and will be dependent on order quantity and the mode of fulfillment e.g. road/rail or air. FLO can work with Sourcewell participating entities to leverage their own independent freight services should they have existing preferential pricing and programs setup that they wish to leverage and apply to the deliver of the EV charging station.</p>	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Depending on the customers requirements, Sourcewell participating entities will receive FLO's charging stations either directly from a distributor or dropped shipped from FLO's manufacturing facility (especially for larger orders). FLO's dealer network has hundreds of retail outlets across the United States and Canada where customers can seek local support with product information and order fulfillment. Not all distributors actively stock FLO charging stations with some select locations servicing major urban centres stocking a limited quantity of products.</p> <p>FLO is directly responsible for the manufacturing of the EV charging equipment. In contrast to other equipment vendors, FLO does not rely on third-party contract manufacturers to produce our charging stations and instead satisfy all charging station orders directly through our own manufacturing facilities in Quebec, Canada. The location of the manufacturing plant is a significant advantage, allowing FLO to process orders quickly and ship rapidly to locations throughout the United States and Canada, in contrast to other products manufactured in Asia, Mexico, or Europe which have longer lead times, higher shipping costs, and a larger ecological footprint in delivering the products to the customer.</p> <p>FLO can work with Sourcewell participating entities to leverage their own independent freight services should they have existing preferential pricing and programs setup that they wish to leverage and apply to the deliver of the EV charging station.</p>	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	FLO recognises the Sourcewell contract as the most extensive cooperative purchasing program for EV charging stations in the United States and Canada and we have therefore provided discounted pricing which reflects the importance FLO places in qualifying for this Contract.



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>FLO maintains a register of procurement contracts that we are qualified to participate in, alongside any unique terms and conditions that must be adhered to by FLO and our dealer network. The dedicated account manager assigned to manage FLO's Sourcewell contract will be tasked with ensuring compliance with the contract terms, together with overseeing customer service and support for Sourcewell and participating entities.</p> <p>The catalogue pricing and discounts that are applicable to the contract will be communicated to FLO's distribution network as part of the Contract onboarding process. A dedicated price book and corresponding order codes will be established with each distributor to promote the program and maintain pricing compliance across the distributor network.</p> <p>FLO's account representatives for each region will introduce the price books and other relevant contractual requirements to each distributor and their branch locations. Account representatives are already tasked with conducting regular in-person visits and phone check-ins with distribution branches and their regional teams (minimum once every two weeks for tier 1 distribution branches). Quarterly updates are also undertaken covering sales pipeline, closed won/lost opportunities, and product related trainings. The Sourcewell contract will be integrated into this existing framework and will be addressed as a separate sales initiative during each update together with auditing.</p> <p>FLO's dedicated account manager for Sourcewell will provide quarterly contract sales activity reports highlighting the sales activity for the previous period, key details relating to the customer sales, and confirming all orders processed as part of the Sourcewell contract. The ongoing reporting requirements will enable FLO to audit sales activities across each distributor, ensure pricing compliance, and determine the total administrative fee to be remitted back to Sourcewell each Quarter.</p>
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Some of the key metrics which will be tracked to measure FLO's success under the Sourcewell contract include:</p> <ul style="list-style-type: none"> <li>• Number of new customer accounts created that are linked to the Sourcewell contract</li> <li>• Number of existing customer account that are now migrated over to the Sourcewell contract</li> <li>• Total contract revenue and quantity of equipment per order linked to the Sourcewell contract.</li> <li>• Number of dealers and distributors who are stocking FLO's products</li> <li>• B2B and B2C sales enquiries based on segment and product category</li> </ul>
66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	FLO will provide Sourcewell with an administrative fee based on per unit hardware sales. The administrative fee will be equal to one (1) percent of the hardware sale.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Summary of Services:</p> <p>FLO is offering a range of Level 2 and Direct Current Fast Charger (DCFC) equipment, which are supported by hardware and network services summarised in the categories below and outlined in further detail thereafter:</p>



- I. Supply of EV Charging equipment –
- Level 2 (non-networked) – FLO G5 Charging Station
  - Level 2 (networked) – FLO SmartTWO, FLO CoRe+, FLO CoRe+ MAX
  - DCFC (networked) - FLO SmartDC Fast Charger (available in either 50kW or 100kW output)
- II. Hardware Warranty – All charging stations are supported by a one (1)-year warranty covering product, parts and on-site labor included in the equipment cost. In addition to this base warranty, an extended warranty program is available to Sourcewell participating entities for up to five years total coverage.
- III. Maintenance – in conjunction with the supply of charging stations and warranty, FLO will support Sourcewell participating entities with ongoing maintenance requirements including preventative and corrective on-site labor support, product training, spare parts, dispatch and call centre services.
- IV. Global Management Services – All networked charging stations supplied by FLO will be connected to Global Management Service (GMS), which is an annual license that enables FLO to remotely monitor and support the charging stations in the field including 24/7 frontline customer phone support, Mobile App and EV Driver web tools, remote network surveillance and uptime performance, fault detection and frontline triage to support Sourcewell participating entities achieve maximum station uptime.

Category - Level 2 (non-networked):

FLO G5 Charging Station:

FLO G5 Charging Station is a non-networked Level 2 AC charging station developed especially for applications where the customer does not require remote network support. FLO G5 is valued for its superior build quality, functionality, and ease of use with key features including:

- Design – a sleek and elegant design which features an integrated cable hanger and charging connector holster that is both functional and ergonomic
- Plug and Play – very easy to operate. Plug the charging connector into a vehicle to initiate a charging session. There is no access control required to activate the charging station.
- Robust enclosure – Made from 100% Aluminium, the FLO G5 enclosure is NEMA 4x rated for all weather environments and is certified to operate between -40°C to 50°C (-40°F to 122°F) . Customers can install the charger indoor and outdoor and in locations exposed to harsh weather and areas prone to corrosion
- Universal Connector – featuring a 22-foot commercial grade charging cable with an SAE J1772 connector designed to withstand 10,000+ charging cycles/10+ years
- Mounting options – can either be mounted on a wall, or alternatively 1 or 2 FLO G5s can be mounted together on the same pedestal. Either mounting option can incorporate a retractable cable management system which removes cables from the ground, avoids tripping hazards, and creates a more aesthetic installation.
- Maintenance – all major components of the G5 are field swappable meaning FLO can continue to support the hardware long-term without having to replace the entire charger.
- Power management – manually adjustable power output through an internal rotator switch which can be manually set from 6 to 30 amps during installation. This feature can benefit customers where the available power at a site is limited.

Please see Attachment G for a complete list of manufacturer documentation for the FLO G5 charging station.

Category - Level 2 (networked):

FLO CoRe+ Charging Station:

CoRe+ is FLO's most popular Level 2 AC commercial charging station model with thousands of chargers installed including by many eligible Sourcewell participating entities. With two models to choose from based on a maximum output of either 7.2kW (CoRe Standard) and 19.2kW (CoRe MAX), the product is packed with innovative features which are ideally suited for Sourcewell participating entities including:

- Smart Charging – can charge a vehicle at a rate of up to 80km per hour and

communicate data in real-time to FLO's network management system with a Dashboard displaying key insights including whether a vehicle is connected and drawing energy, how much energy has been consumed during the charging cycle, and historical usage data to support GHG savings calculations.

- Access Control – Station owners have complete control to decide how the charging stations are operated. The charger can be configured to support RFID Card, Mobile App and QR code authentication and payment based on several pre-defined criteria.
- Robust Enclosure – Made from 100% Aluminium and rated NEMA 4X, the enclosure offers enhanced protection from vandalism and general wear and tear. The design also incorporates an integrated cable hanger and charging connector holster that is both functional and ergonomic.
- Mounting options – can either be mounted on a wall, or alternatively 1 or 2 CoRe+ can be mounted together on the same pedestal. Either mounting option can incorporate a retractable cable management system which removes cables from the ground, avoids tripping hazards, and creates a more aesthetic installation.
- Maintenance – all major components of the CoRe+ are field swappable meaning FLO can continue to support the hardware long-term without having to replace the entire charger.
- Power management – dynamic energy management technology to enable multiple charging stations to share available power (reducing capital costs), limit the total power output of a group of stations based on the time of day, and to integrate with external applications such as a building management system or Utility Demand Response program.
- Low cost scalability – CoRe+ pedestal can also integrate a unique Cascading Kit which can accommodate an oversized electrical service to futureproof a site for additional charging stations as demand for the services increases.

Please see Attachment H for a complete list of manufacturer documentation for the CoRe+ charging station.

#### SmartTWO Charging Station:

SmartTWO is FLO's most popular public Level 2 AC charging station model with thousands of these chargers installed, including by many Sourcewell participating entities. The product is packed with innovative features including:

- Smart Charging – can charge a vehicle at a rate of up to 30 km per hour and communicate data in real-time to FLO's network management system. A live Dashboard is available to station owners displaying key insights including whether a vehicle is connected and drawing energy, charging equipment heartbeat data, station uptime performance, and more.
- Access Control – Station owners have complete control to decide how the charging stations are operated. The charger can be configured to support RFID Card, Mobile App and QR code authentication and payment based on several pre-defined criteria.
- Robust Enclosure – Made from 100% aluminum and rated NEMA 3R, the enclosure offers enhanced protection from vandalism and general wear and tear. The design also incorporates an integrated cable hanger and charging connector holster that is both functional and ergonomic to operate.
- Unique locking door – The charging connector is locked behind a security door that requires user authentication before it can be released. This patented design is unique in the industry with the lockable door mechanism being advantageous because it:
  - reduces wear and tear on the connector as the actual device is not captive and is protected from the elements;
  - improves user experience because the door mechanism is more user friendly to operate, especially in cold climates where freezing rain, high winds and snow can jam connectors in place where they are directly exposed to the elements; and,
  - reduces vandalism and tampering because the connector is entirely hidden from public view.
  - improves user experience because the door mechanism is more user friendly to operate, especially in cold climates where freezing rain, high winds and snow can jam connectors in place where they are directly exposed to the elements.
- Mounting options – can either be mounted on a wall, or alternatively a single or double SmartTWO can be mounted together on the same pedestal. A dedicated

curbside mounting option is also available which features a 12-ft high mast ideally suited for the public right-of-way. SmartTWO can also be integrated with existing streetlight poles, which is a convenient solution for busy urban environments.

- Maintenance – all major components of the SmartTWO are field swappable meaning FLO can continue to support the hardware long-term without having to replace the entire charger.

Please see Attachment F for a complete list of manufacturer documentation for the SmartTWO charging station.

Category - DCFC (networked):

SmartDC Fast Charger:

FLO SmartDC a Direct Current Fast Charger (DCFC) product line that is available in both 50kW and 100kW output configurations. This product has been extensively deployed across North America with the latest version featuring an updated equipment enclosure that improves field serviceability and a new power module architecture to enhance station uptime and save on operational costs. Other major features and benefits include:

- Smart Charging – charges a vehicle at up to 500 km per hour (100kW @ 120A) and communicates data in real-time to FLO's network management system. A live Dashboard is available to station owners displaying key insights including whether a vehicle is connected and drawing energy, charging equipment heartbeat data, station uptime performance, and more.
- Access Control – station owners have complete control to decide how the charging stations are operated. The charger can be configured to support RFID Card, Mobile App and QR code authentication and payment based on several pre-defined criteria.
- Robust Enclosure – Made from 100% aluminum and rated NEMA 3R, the equipment enclosure offers enhanced protection from vandalism and daily wear and tear, while also featuring an industry leading ambient temperature rating of -40°C to +50°C, with the charger performing exceptionally well in cold weather climates. Combined with a hardware architecture that automatically derates critical components when they are pushed to their extreme (as opposed to reaching failure point as is the case with other manufactures products), these features equate to reduced O&M requirements for station owners and increased station uptime.
- Cable Management - integrated cable hangers and charging connector holsters that are functional and ergonomic to operate. The location of cable holsters is on the side of the station enclosure, where they are protected and sheltered from the weather, which can otherwise impact operation (especially in cold climates where freezing rain is a consideration). The holsters are designed to make it very easy for users to stow the connectors, avoiding the fragile components from being dropped on the ground which can otherwise lead to equipment failure overtime and increased O&M obligations for station owners. An optional retractable cable management system is also available for the SmartDC 50kW model, which automatically retracts the charging cables through an integrated counterweight system.
- Reliable - proven reliability with over seven hundred and fifty (750) installations across Canada and the United States; meaning the product is already well established in the market and a low-risk equipment selection for Sourcewell participating entities. Reliability is achieved through the unique system architecture including power module design, rugged aluminum enclosure (NEMA 3R) designed to withstand all weather environments, and special climate control system which prevents dust build up and exhausts hot air downwards to prevent snow buildup in winter conditions.
- Maintenance – modular architecture has been applied where practical to facilitate easy maintenance and servicing. All the major power electronics are housed together and accessible via an access door located on the front of the SmartDC. This design makes it convenient for maintenance (both time and complexities) and in the event of equipment failure, all major components including Power Modules are field swappable.

Please see Attachment E for a complete list of manufacturer documentation for the SmartDC charging station.

Category - Charging Station Warranty:

All FLO charging stations are supplied with a one (1)-year manufacturer warranty from FLO's parent company AddEnergie, with the costs included in the equipment supply covering parts and onsite labour. In addition, an extended warranty program

is also available to Sourcewell participating entities for up to five (5) years total coverage.

FLO's warranty is very comprehensive, includes support for both product, parts and on-site labor, and is not subject to any additional costs to activate such as a separate site validation fee. This complete warrant service provides station owners with peace-of-mind that FLO will deliver ongoing support for the charging stations, including remote proactive monitoring and fault detection, unlimited call centre support, dispatch and management of field technicians, prompt repair or replacement of parts or the entire charger, and a commitment to maintain exemplary service level and equipment uptime. FLO's targeted equipment uptime is 98.5%+ and has continuously been achieved across several years of reporting.

FLO handles all product related inquiries including RMAs and warranty claims directly with station owners and has a comprehensive warranty and service program available to support Sourcewell participating entities. FLO's Deployment and Support team provide frontline support for equipment warranty, field service, and equipment repairs with a dedicated team responsible for analyzing charging station failures, engaging station owners, and arranging on-site interventions. Key steps involved in the warranty and RMA process include:

- Station owners who require assistance with a charging station product are required to take note of the equipment serial number and contact FLO's customer service team to request a Warranty Claim (Ph: 1-877-505-2674 #297 or email at ds.support@flo.com).
- A FLO representative will ask for a description of the reported issue, together with any photographic evidence that can be used to process the Warranty claim and will provide a support ticket number.
- FLO's team will validate the Warranty Claim against the serial number. The team will conduct a thorough review and diagnose the problem, determine corrective action to be taken and document the failure, cause, corrective action, and parts needed for replacement.
- Parts under warranty will be shipped and FLO's Deployment and Support team will work directly with the station owner to resolve the field issue.
- Parts not under warranty will be quoted and ordered only upon approval by authorized station owner representatives.
- Following the repair, FLO will engage the station owner to ensure the case has been resolved and the charging station is back online.

Further detail on FLO's Level 2 and SmartDC warranty is provided in Attachment D supporting this submission.

Category – Charging Station Maintenance:

To maximize the warranty and lifetime of charging stations, FLO provides access to maintenance services including preventative maintenance to support the equipment warranty, as well as overseeing on-site field interventions to return equipment to operational status in the event of equipment failure.

To streamline maintenance and reduce the obligations on station owners as it relates to station management, FLO will proactively monitor all networked charging stations. Health and status updates are continuously available through an equipment heartbeat that provides a stream of information from sensors inside the charging station architecture on essential data points such as the live status (available, in-use, unknown, offline), temperature, connectivity index, power module data, and much more. The information is automatically updated and displayed in near real-time and available for analysis by FLO's team of experts at our Network Operations Centre (NOC). FLO will remotely detect performance anomalies with the team having access to powerful analytics tools to help diagnose potential failures and attempt to remotely correct the issue as a first line of defense. The team can obtain a report on the status of various components deep inside a charging station architecture, leading to a precise diagnosis of a potential hardware failure, while eliminating other critical components from further examination. This functionality contributes directly to cost savings in the operation and maintenance of equipment by either avoiding the need to go onsite through correcting the issue remotely or determining what the failure is remotely to guide field technicians and reduce time spent onsite.

Corrective maintenance:

When FLO is alerted to an equipment failure that requires corrective maintenance, FLO will notify the Sourcewell participating entities acknowledging the potential fault and identifying that the charging station should be taken "out of service". This action

will ensure EV drivers are alerted to the service interruption so that they can plan an alternative location to charge. FLO's Deployment and Support team will prepare a workorder that documents the equipment failure observed and provides a recommendation on the path to resolution. FLO will provide support to dispatch a qualified technician to conduct the repair and return the charging station to service under the supervision of FLO's Deployment and Support team. FLO can support the Sourcewell participating entities by providing access to a network of qualified and experienced O&M providers who we work with to maintain FLO's network of charging stations across the United States and Canada.

Preventative maintenance:

In terms of preventative maintenance support, FLO's Level 2 charging station do not require any specific preventative maintenance to maintain the equipment warranty. FLO's general recommendation is to perform a routine visual inspection of the equipment (once or twice per year) looking for noticeable signs of wear and tear, and to conduct occasional exterior cleaning to remove dirt and dust which may build up overtime. These basic tasks can be undertaken directly by the station owner and FLO's Deployment and Support team can help with training and work with Sourcewell participating entities to ensure they are comfortable with performing these activities.

For the SmartDC Fast Charger, preventative maintenance must be performed as a condition of the product warranty based on the following schedule:

- At least every year (starting at shipping date of the product); or
- Every 1,000 operating cycles; or
- Every 300 hours of use

Preventative maintenance for the SmartDC must be performed by a qualified FLO technician and may either be conducted directly by FLO or through leveraging the expertise of one of our national O&M providers who are trained and qualified to work with FLO's products. Under normal circumstances, a preventative maintenance visit will be scheduled to occur outside of normal operating hours and takes approximately two hours to complete. The frequency of preventive maintenance is entirely dependent on charger utilization with the majority of site requiring a maintenance visit once per annum. FLO has a standard O&M training plan that is leveraged and focuses on knowledge transfer and task definition to ensure field crew are competent to perform the necessary O&M procedures in support of the SmartDC preventative maintenance requirements. The training plan is managed by FLO's Deployment and Support team, who oversee the network of O&M providers.

Category - Global Management Services:

In addition to the supply of charging stations, FLO will provide access to Global Management Services (GMS) to enable network connectivity, charging station management, operational performance guarantees, together with ongoing support for EV driver to access the charging services. Key product features and the benefits of GMS for Sourcewell participating entities include:

- Communication Gateway – FLO will provide ongoing support for a Communication Gateway, to enable network connectivity which is primarily achieved through a 4G/LTE Sim card service. The Gateway is modular, which is a significant advantage to station owners as it avoids the costly part of the equipment becoming obsolete as cellular technology evolves (this would be the case where the gateway is integrated into the head unit as with other vendors hardware). The gateway can be simply swapped out in the field in a matter of minutes, extending the longevity of the charging stations and reducing operational costs.
- 24/7 Frontline Phone Support – FLO provides 24/7 phone support to ensure station owners and EV drivers can obtain immediate assistance with their charging experience. Call center representatives can support inquiries relating to:
  - Difficulty with operating a charging station
  - General troubleshooting – how to use the charger, what connector fits their vehicle, etc.
  - Driver account inquiries
  - Towing services
  - Billing services, etc.

Most issues or questions directed to the Call center representatives can be resolved immediately since the frontline support agent has access to both a knowledge base and a network management tool that can be used to modify settings and reboot the station.

- Third-party integration –All networked FLO charging stations supplied to Sourcewell participating entities will support interoperability with third-party applications including EV driver roaming with other major EV charging network

operators, vehicle navigation systems, and charging map aggregators such as PlugShare. This functionality will be beneficial particularly as it relates to ensuring a large audience of EV drivers can access the charging stations. Some of the key roaming agreements FLO has in place include ChargePoint, Greenlots, Electric Circuit, eCharge network, BC Hydro EV and more.

- Equipment heartbeat - All networked charging station display health and status updates through an equipment heartbeat that provides a continuous stream of information from sensors inside the charging station architecture on essential data points such as the live status (available, in-use, unknown, offline), temperature, connectivity index, and much more. The information is updated in near real-time speed and available to view by station owners through access to the Owner Web Portal.
- Proactive monitoring – FLO will proactively monitor all charging stations to support station owners with front-line station management. FLO will detect changes in status of a charging station in real-time through automated notifications and a live Dashboard, with the team able to respond to potential equipment failure and start the path to resolution immediately. The monitoring functions and control that FLO has over the charging stations enables the team to eliminate faults and reduce the need to go on site through performing tasks such as completing a deep reset of various components within a charging station. Where a failure does require a site intervention, FLO can notify the Sourcewell member with remote diagnosis identifying the likely cause of the failure and eliminating variables, saving time and costs.

Driver Web Portal and Mobile App – FLO connects thousands of EV drivers with charging stations and provides tools and services to manage the EV charging experience. Station owners can have access to a customized and uniquely Driver Web Portal and Mobile App that Users (EV drivers) can register for an account to manage access to the charging stations including billing and activation services. Drivers can register in a matter of minutes by downloading the Mobile App which is available in the Apple App and Android stores. As outlined by the images below, drivers are provided with access to the Driver Web Portal, which is a unique interface to manage charging preferences.

- Owner Web Portal - As part of the onboarding and commissioning process, Sourcewell participating entities will be granted access to the FLO Owner Web Portal, which is an asset management tool to monitor and manage the charging station operation and performance. FLO's Owner Web Portal can be used to track the equipment heartbeat data with real-time notifications on the status of a charging station and any anomalies reported during a charging event. A comprehensive report module is also integrated with historical charging session activity data. Please see Attachment I for an overview of the Owner Web Portal.
- Charging Station Billing services – FLO's network features a PCI-DSS compliant payment system that provides station owners with flexibility to either offer the charging station at no cost to EV drivers or based on a customized pricing policy. Pricing modes can be based on parameters such as time, session, or energy transfer, with FLO handling the entire billing process on behalf of station owners including revenue collections, remittance, tax and reporting.
- Customer Service – FLO's network operations center will be available to support Sourcewell participating entities 7-days a week (Monday-Sunday, 7 am - 9 pm EST) with the team able to rapidly respond to charging station issues and coordinate field interventions.
- Data hosting– FLO's network management applications are hosted by Microsoft Azure data centres which are physically located in Canada and the United States (two networks are operated based on country of origin).
- Cyber security – FLO has a holistic approach to cybersecurity focused on all aspects of the organisation including people, processes, secure practices, and education towards attaining a solid security culture. FLO has implemented Microsoft Azure's suite of digital security products (B2C, Network Security Group, DDoS protection) to support the platform and all data is encrypted at rest using the AES-128/256 encryption formats and while on-flight protected with TLS 1.2 links.
- Remote updates – Due to the high degree of vertical integration that is present in FLO's architecture, the solution maximizes the level of interoperability between the charging hardware and network management system, leading to significantly more remote management and operational capabilities. While GMS is activated for the charging stations, station owners benefit from access to new firmware, fixes and patches which are routinely transferred to the network of charging stations via over-the-air updates. Firmware and software enhancements are particularly relevant in the EV charging industry as this can help maintain equipment compatibility with new EV models coming to market, reducing the need to go onsite



		<p>to upgrade or replace components.</p> <ul style="list-style-type: none"> <li>• Commissioning - FLO will support Sourcewell participating entities to connect the charging stations with GSM and maintain the network connectivity for the communication gateway. The commissioning process covers two major steps:             <ol style="list-style-type: none"> <li>a. Pre-commissioning - A communication gateway will be provisioned for each site at FLO's manufacturing plant. The gateway is designed to connect the charging stations with FLO's network using LTE/4G wireless broadband communication.</li> <li>b. Installation-commissioning – An onboarding team at FLO's Network Operations Center will be available to provide remote assistance to station owners and the installation team to configure and activate the charging station based on unique preferences. An online commissioning form will support the station owner to prepare each site for installation, and FLO will configure the station settings to match these requirements. Commissioning steps include:                 <ul style="list-style-type: none"> <li>• Validating and troubleshooting network connectivity;</li> <li>• Applying any new firmware updates when applicable;</li> <li>• Clearing alarms and preparing the station for activation;</li> <li>• Configuring the stations with unique preferences;</li> <li>• Notifying the station owner and third-party stakeholders of successful station activation; and</li> <li>• Onboarding stakeholders with training services.</li> </ul> </li> </ol> </li> </ul> <p>Further details on FLO's GSM terms of service are provided in Attachment J supporting this submission.</p>
68	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The following subcategories identify the various hardware and associated services that support FLO's EV charging solution:</p> <ol style="list-style-type: none"> <li>I. Supply of EV Charging equipment:             <ul style="list-style-type: none"> <li>o Level 2 (non-networked)</li> <li>o Level 2 (networked)</li> <li>o DCFC (networked)</li> </ul> </li> <li>II. Warranty and extended warranty program</li> <li>III. Maintenance (preventative and corrective services)</li> <li>IV. Global Management Services</li> <li>V. Support with site selection and Installation</li> </ol>

\*

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Description / Comments *
69	Non-network electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	FLO's G5 charging station is offered as a non-networked Level 2 charging station.
70	Network electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	A range of networked EV charging stations are offered by FLO to Sourcewell participating entities including Level 2 and DCFC products.
71	Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	A range of services are offered in support of FLO's charging stations. Services include: <ul style="list-style-type: none"> <li>• Equipment warranty - All FLO charging stations are support by a one (1) year warranty included in the equipment cost. A comprehensive extended warranty program is also available including support for products, parts and on-site labor for up to five years total coverage.</li> <li>• Corrective and preventative maintenance services are available to maintain the equipment warranty and in the event of equipment failure where onsite work is required to return the charging station to operation.</li> <li>• FLO has a comprehensive spare parts strategy which includes a central repository and regional storage locations associated with our service hubs. FLO also makes spare parts available for station owners to order and stock independently.</li> <li>• Training is available to customers including an archive of videos covering FLO's products and services, together with live demonstrations and training for customers who wish to participate in performing some of the operation and maintenance activities</li> </ul>
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	FLO does not directly perform installation services. In our experience, it is more advantageous to enable FLO's charging stations to be installed independently by the station owner, who can select their own electrical contractor and have control over the costs and scope of works associated with the installation process. FLO can support the installation process including: <ul style="list-style-type: none"> <li>• FLO's Application Engineering Team will work with customers and any other relevant stakeholders to develop a streamlined workplan for the equipment supply and commissioning process.</li> <li>• FLO's Deployment and Support Team will work with customers and their preferred Electrical Contractor to ensure the installation process is carried out in an efficient manner and consistent with the installation guides available for each charging station model.</li> </ul> <p>Where a customer requires assistance with the installation process, FLO can provide guidance for a trained and qualified electrical contractor who is familiar with EV charging installation services. We typically suggest a contractor who has completed the EV Infrastructure Training Program and that is part of our O&amp;M network.</p>
73	Network service provider or operator	<input checked="" type="radio"/> Yes <input type="radio"/> No	In support of the charging stations, FLO acts as a network service provided for Sourcewell participating entities (station owners) and EV drivers. Key activities that FLO undertakes as a network service provider includes ongoing support for a communication gateway to enable hardware connectivity, 24/7 EV driver phone support, proactive station monitoring and frontline customer service, EV driver roaming, billing and revenue remittance, charger access control, energy management functionality etc.
74	Charge monitoring, reporting, or billing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	FLO's networked charging stations are connected to the network management system via a telecommunications gateway which enables real-time charger monitoring, data collection and reporting services. The network connectivity also supports station owners to setup and manage a billing mode, which is applied to the charging station so that EV drivers are required to pay the applicable fee for access to the service. FLO manages the billing services from end-to-end including revenue remittance.
75	Grid or power management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	FLO's power management capabilities include options for load balancing which is available in various formats across the product line. We have performance standards for PowerSharing so that multiple charging stations can share a circuit or electrical panel, as well as PowerLimiting to reduce the total output of a group of charging station which maybe set based on time of day or interaction with an external device via API such as a building management system or utility demand response program.

**Table 15: Industry Specific Questions**



Line Item	Question	Response *
76	Describe the process for installation of your products or services and explain the method of quotation, as applicable.	<p>FLO is an EV charging manufacturer and network operator and does not directly perform installation services to support the charging stations. However, we have become accustomed to working with and managing third-party trades (e.g. engineers, civil crews, electrical contractors) to ensure the most optimal and professional installation and maintenance services are provided as part of the deployment and ongoing operations of FLO's charging stations. The approach FLO takes to installation services and engagement with a third-party electrical subcontractor has been a successful model we have executed for more than a decade. A key design element that is present in all FLO charging stations is a focus on ensuring the installation process is simple and convenient to complete and supported by a comprehensive set of installation guides. This approach has been essential for our primary go to market channel, that being through a United States and Canada wide network of dealers who are primarily electrical wholesales and distributors; meaning that virtually any certified electrical contractor has access to purchase and install FLO's products.</p> <p>In support of this channel strategy, FLO employs a dedicated team of technical experts who support the trades through direct field visits, phone, email, and online resource consultation. The value of this approach is that FLO can bring all our knowledge and experience with deploying EV charging services and combine this with a customer's preferred electrical contractor who understands the dynamics of installation services in the local context and can work closely with FLO to complete the installation phase of the project. The customer can then handle quotations for installation services independently which also puts them in control over costs. As part of this strategy, FLO will provide access to technical experts who can support Sourcewell participating entities including:</p> <ul style="list-style-type: none"> <li>• FLO's Application Engineering Team will work with customers and any other relevant stakeholders to develop a streamlined workplan for the equipment supply and commissioning process.</li> <li>• FLO's Deployment and Support Team will work with customers and their preferred Electrical Contractor to ensure the installation process is carried out in an efficient manner and consistent with the installation guides available for each charging station model.</li> </ul> <p>Access to FLO's dedicated team of technical experts to support installation services is provided at no additional cost.</p>
77	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	<p>FLO relies on a combination of direct employees and prequalified contractors to provide support for onsite maintenance activities that maybe required to maintain the charging station equipment warranty (preventative maintenance) or in the event of equipment failure (corrective maintenance).</p> <p>In territories where FLO has significant operational footprint, we employ service personal to perform the maintenance work directly. For example, in California where we have a growing network presence and a large Level 2 charging station deployment with the City of Los Angeles, FLO has engaged a service technician on a fulltime basis to provide field support. For locations where FLO has yet to establish a significant footprint, we rely on a network of prequalified contractors who are experienced and trained to perform maintenance services for FLO's charging stations. The prequalification process to become a registered contractor with FLO is managed by the Deployment and Support team, who perform background checks based on the following requirements:</p> <ul style="list-style-type: none"> <li>• More than three (3) years industry experience operating as a business in the target region.</li> <li>• Working examples of installing EV charging stations or similar products and services.</li> <li>• A minimum of (3) three customer references</li> <li>• Depending on the territory, certification from the EV infrastructure training program which operates in both the US and Canada, as well as membership to any regional initiatives such an Alliance of Energy Professionals.</li> <li>• Completion of training modules for FLO's products and services.</li> </ul>

78	Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>As part of FLO's commissioning process for the charging stations, FLO collects data from the station owner to enable our network operations team to accurately configure the charging station. Data collected includes:</p> <ul style="list-style-type: none"> <li>• Customer name</li> <li>• Customer Address</li> <li>• Customer contact details including phone and email</li> <li>• GPS coordinates for the charging station</li> <li>• Billing mode to be configured for the charging station</li> <li>• Bank account information</li> <li>• Energy management details including power sharing and limiting</li> <li>• Approximate date of installation</li> </ul> <p>When the charging station is accessed by an EV driver, the following information is collected during a charging session:</p> <ul style="list-style-type: none"> <li>• Station ID and site name where the charging session occurred;</li> <li>• Unique identifier for the charging session;</li> <li>• Session start and end time;</li> <li>• User account and card identifier (for FLO Account holders);</li> <li>• User's home network (for roaming partners);</li> <li>• Connection duration;</li> <li>• Type of connector used;</li> <li>• EV's state of charge at start and end of session (for DC stations);</li> <li>• Charging station metering data 5-minute interval energy dispensed (kWh) and 5-minute interval max power output – per station and for whole site(kW).</li> <li>• Reason charging session ended;</li> <li>• Cost of charging session; and</li> <li>• Total energy dispensed.</li> </ul>
79	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>All data collected on FLO's network is securely stored using Microsoft Azure data centres. FLO operates two instances of the network management system, with each instance based on country of origin for the customer (station owners and EV drivers) and separated by the United States and Canada. For example, FLO's Canadian customer data is hosted by the Microsoft East Data Centre in Quebec City as the primary data storage location and the Central Data Centre in Toronto as a secondary backup data storage location for disaster recovery. No services relating to data collection and storage are performed outside of either Canada or the United States.</p> <p>FLO has implemented Microsoft Azure's suite of digital security products (B2C, Network Security Group, DDoS protection) to support the platform. Azure services use FIPS 140-2 approved algorithms for data security with data at rest encrypted using the AES-128/256 encryption formats and data in transit encrypted using TLS 1.2 links and HTTPS. Unique identifiers are used for user accounts and member information in lieu of personal data and no personal information of users is provided to charging station owners.</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed

by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Attachment A and B - Evidence of FLO financial stability.pdf - Thursday April 22, 2021 00:50:08
- [Marketing Plan/Samples](#) - Attachment C - FLO Digital Marketing Campaigns.pdf - Thursday April 22, 2021 00:29:02
- [WMBE/MBE/SBE or Related Certificates](#) - Related Certifications of Partners.pdf - Thursday April 22, 2021 11:10:17
- [Warranty Information](#) - Attachment D - FLO Product Warranties.pdf - Thursday April 22, 2021 00:30:49
- [Pricing](#) - FLO Pricebook for Sourcewell RFP.pdf - Thursday April 22, 2021 10:54:42
- [Upload Additional Document](#) - All FLO Attachments.pdf - Thursday April 22, 2021 00:46:34

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alexandre Louis, VP Sales and Customer Experience, FLO Services USA, Inc. d/b in California as FLO Charging Solutions USA Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_8_EV_Supply_Eqpt_RFP_042221</b> Thu April 15 2021 05:17 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_EV_Supply_Eqpt_RFP_042221</b> Tue April 13 2021 06:10 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_6_EV_Supply_Eqpt_RFP_042221</b> Mon April 12 2021 06:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_EV_Supply_Eqpt_RFP_042221</b> Tue April 6 2021 08:27 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_EV_Supply_Eqpt_RFP_042221</b> Thu April 1 2021 05:07 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_EV_Supply_Eqpt_RFP_042221</b> Fri March 26 2021 09:24 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_EV_Supply_Eqpt_RFP_042221</b> Mon March 15 2021 06:38 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_EV_Supply_Eqpt_RFP_042221</b> Thu March 11 2021 05:32 PM	<input checked="" type="checkbox"/>	1



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Novation Contract #74-378-17 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions)

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-378-17 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), a non-profit corporation, in an amount not to exceed \$425,310 to provide an on-site, on-demand and culturally appropriate Prevention and Early Intervention (PEI) program to help formerly unhoused families, for the period from July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

Approval of this contract will result in an annual expenditure of up to \$425,310 for FY 2023-24 and will be funded 100% by Mental Health Services Act (MHSA) -PEI. (Rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing an on-site, on-demand and culturally appropriate Prevention and Early Intervention (PEI) program to help formerly unhoused families. Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions) has been providing MHSA PEI services to the county since July 1, 2009.

On July 12, 2022, the Board of Supervisors approved Novation Contract #74-378-16 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount not to exceed \$408,952 to provide an on-site, on-demand and culturally appropriate Prevention and Early Intervention program to help formerly unhoused families for the period from July 1, 2022 through June 30, 2023, which included a six-month automatic extension through December 31, 2023.

Approval of Novation Contract #74-378-16 replaces the automatic extension under the prior contract and allows the contractor to continue providing services through June 30, 2024.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the county will not have access to contractor's on-site, on-demand and culturally appropriate PEI program.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

By: , Deputy

cc: L Walker, Mitch Parkinen



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Contract #27-919-4 with Surgical Anesthesia Specialists, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-919-4 with Surgical Anesthesia Specialists, Inc., a corporation, in an amount not to exceed \$480,000, to provide anesthesiology medical services to Contra Costa Health Plan (CCHP) members and County recipients for the period October 1, 2023 through September 30, 2026.

**FISCAL IMPACT:**

Approval of this contract will result in contractual service expenditures of up to \$480,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

**BACKGROUND:**

CCHP has an obligation to provide certain medical specialist provider 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 anesthesiology medical services since October 2013.  
In August 2020, the County Administrator approved and Purchasing Services Manager executed Contract #27-919-3, with Surgical Anesthesia Specialists, Inc., in an amount not to exceed \$150,000, for the provision of anesthesiology medical services to CCHP members and County recipients, for the period October 1, 2020 through September 30, 2023.  
Approval of Contract #27-919-4 will allow the Contractor to continue providing anesthesiology medical services for CCHP members and County recipients through September 30, 2026.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain anesthesiology medical services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and services may be delayed.

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Sharron Mackey 925-313-6104

By: , Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Novation Contract #74-382-16 with Mental Health Connections

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-382-16 with Mental Health Connections, a non-profit corporation, in an amount not to exceed \$836,452, to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services to adults recovering from psychiatric disorders, for the period July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted expenditures of up to \$836,452 for FY 2023-2024 and will be funded 100% by Mental Health Services Act (Rate increase)

**BACKGROUND:**

This contract meets the social needs of county's population by providing programming for adults in recovery from psychiatric disorders, helping them to develop the support networks, vocational skills, and self-confidence needed to sustain stable and productive lives, throughout Contra Costa County. Contractor has been providing MHSA PEI services to the county since July 1, 2009.

On October 4, 2022 the Board of Supervisors approved Novation Contract #74-382-15 with The Contra Costa Clubhouses, Inc., (now known as Mental Health Connections) in the amount not to exceed \$796,681 to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services to adults recovering from psychiatric disorders, for the period July 1, 2022 through June 30, 2023, which included a six-month extension through December 31, 2023 in an amount not to exceed \$398,340.

Approval of Novation Contract #74-382-16 replaces the automatic extension under the prior contract and allows the contractor to continue providing services through June 30, 2024.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, adults, and families of adults, in recovery from psychiatric disorders will not receive services helping them to develop support networks, vocational skills, and self-confidence needed to sustain productive lives from this contractor.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Suzanne Tavano, 925-957-5212

By: , Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Purchase Order with Becton Dickinson and Company

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Becton Dickinson and Company in an amount not to exceed \$320,000 for the purchase of consumables, reagents, and supplies for Maldi and Phoenix equipment as needed for the Contra Costa Health (CCH) Contra Costa Regional Medical Center (CCRMC) for the period of September 1, 2023 through August 31, 2028.

**FISCAL IMPACT:**

Approval of this action will result in additional expenditures of up to \$320,000 over a 5-year period and will be funded by Hospital Enterprise Fund I Revenues.

**BACKGROUND:**

The CCH CCRMC Clinical Laboratory uses Becton Dickinson and Company for supplies and reagents as needed for patient testing, including screening tests. Becton Dickinson and Company distributes necessary products for antimicrobial identification and susceptibility to help guide therapy and patient management decisions. The CCH CCRMC Clinical Laboratory has implemented the Maldi and Phoenix M50 analyzers, obtained via Purchase Order #28172, enabling faster turnaround times for patient results. Microbial identification and susceptibility are critical for clinicians for developing treatment protocols while timely resulting leads to more successful treatment outcomes.

The CCH CCRMC Clinical Laboratory has been doing business with Becton Dickinson Company for over 15 years due to their low prices and quality of service provided. Approval of the requested purchase order will allow Becton Dickinson and Company to providing the Clinical Laboratory the necessary consumables, reagents and supplies for patient testing through August 31, 2028.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the CCH CCRMC Clinical Laboratory will not be able to perform the specific patient testing which would negatively impact patient care.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Karin Stryker, (925) 370-5141

By: , Deputy

cc:

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #77-098-1 with THC – Orange County, LLC (dba Kindred Hospital – San Francisco Bay Area)

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-098-1 with THC – Orange County, LLC, dba Kindred Hospital – San Francisco Bay Area, a limited liability company, in an amount not to exceed \$3,000,000, to provide long-term acute care services for Contra Costa Health Plan (CCHP) members and county recipients for the period from September 1, 2023 through August 31, 2026.

**FISCAL IMPACT:**

Approval of this contract will result in contractual service expenditures of up to \$3,000,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized non-physician provider care services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. This contractor will provide long-term acute care services including, but not limited to: nursing, respiratory and nutritional therapies, pain management, case management, social services, and end of life care services. This contractor has been part of the CCHP Provider Network previously under a Memorandum of Understanding (MOU) and was required to convert to a County Contract and will provide long-term acute care services as of September 1, 2023.

Under new Contract #77-098-1, this contractor will provide long-term acute care services for CCHP members and county recipients for the period September 1, 2023 through August 31, 2026.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain specialized long-term acute care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the county will not be provided by this contractor and service may be delayed.

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

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023  
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Sharron A. Mackey,  
925-313-6104

By: , Deputy

cc: Noel Garcia, Laura Bright



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Contract #25-105 with Catholic Charities of the Diocese of Oakland (dba Catholic Charities of the East Bay)

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #25-105 with Catholic Charities of the Diocese of Oakland, dba Catholic Charities of the East Bay, a non-profit corporation, in an amount not to exceed \$725,000, to provide homeless prevention services to individuals and families who are homeless or at risk of becoming homeless for the period from July 1, 2023 through December 31, 2024.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted expenditures in an amount up to \$725,000 and is funded 83% by Homeless Housing, Assistance and Prevention (HHAP) Grant funds (\$600,000) and 17% by Measure X funds (\$125,000).

**BACKGROUND:**

This Contract meets the social needs of county’s population by providing homeless prevention services to at least ninety-six (96) individuals and families at-risk of experiencing homeless in Contra Costa County. Services include housing problem solving strategies to stabilize existing housing, conflict resolution, landlord and tenant mediation, financial assistance to assist with utility or rent arrears, first month’s rent or deposit, and other costs associated with relocating to more stable housing. Catholic Charities of the East Bay was selected through County’s request for proposal (RFP) process.

Under new Contract #25-105, this contractor will provide homeless prevention services to individuals and families in Contra Costa County through December 31, 2024. This new contract was delayed due to a prolonged RFP process to select a contractor.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, individuals and families who are homeless or at risk of being homeless will not have access to contractor’s support services.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Christy Saxton, 925-608-6700

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION: (CONT'D)

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #23-398-18 with RHD Healthcare Consulting, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-398-18 with RHD Healthcare Consulting, Inc., a corporation, in an amount not to exceed \$352,704 to provide consultation and technical assistance on billing, privacy and related regulatory issues for the Health Services Department, for the period from October 1, 2023 through September 30, 2024.

**FISCAL IMPACT:**

This contract will result in annual expenditures of up to \$352,704 and will be funded 100% by Hospital Enterprise Fund I revenues. (Rate increase)

**BACKGROUND:**

This Contract meets the business needs of the County by providing consultation and technical assistance to the Health Services Department with regard to compliance of Medicare and Medi-Cal rules and regulations covering reimbursement for patient services, including guidelines related to fraud and abuse, and to ensure compliance with HIPAA privacy regulations. This Contractor has been providing services to the Health Services Department since October 1, 2006.

On August 16, 2022, the Board of Supervisors approved Contract #23-398-17 with RHD Healthcare Consulting, Inc., in an amount not to exceed \$335,904 to provide professional consultation and technical assistance to the Health Services Director with regard to compliance of Medicare and Medi-Cal rules and regulations covering reimbursement for patient services, including guidelines related to fraud and abuse, and to ensure compliance with HIPAA privacy regulations, for the period from October 1, 2022 through September 30, 2023.

Approval of Contract #23-398-18 will allow the Contractor to continue to provide services through September 30, 2024.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved the County will not be able to continue compliance of Medicare and Medi-Cal rules and regulations covering reimbursement for patient services.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Patrick Godley, 925-957-5405

By: , Deputy

cc: Marcy Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #24-680-43 with Telecare Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-680-43 with Telecare Corporation, a corporation, in an amount not to exceed \$2,302,628 to provide gero-psychiatric and subacute mental health care services to severely and persistently mentally ill (SPMI) clients, for the period July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted expenditures of up to \$2,302,628 and will be funded by 76% Mental Health Realignment (\$1,755,437), 16% Hospital Enterprise Fund I (\$360,139), and 8% County General Fund (\$187,052) revenues. (Rate increase)

**BACKGROUND:**

The county has been contracting with Telecare Corporation since July 1997 to provide gero-psychiatric services and subacute care for SPMI county residents at contractor's Villa Fairmont Mental Health Center, Garfield Neuro-Behavioral Center, Gladman Psychiatric Health Facility, and Morton Bakar Center. This contract is part of the Department's cost saving plan to reduce the number of high-cost State Hospital beds by developing alternative placements.

On July 26, 2022, the Board of Supervisors approved Contract #24-680-41 with Telecare Corporation, in an amount not to exceed \$1,909,065, for the provision of gero-psychiatric and subacute mental health care for SPMI clients for the period from July 1, 2022 through June 30, 2023.

Approval of Contract #24-680-43 will allow the contractor to continue providing gero-psychiatric and subacute mental health care services through June 30, 2024. This contract is late due to implementation of CalAim changes which caused delays in non Medi-Cal contracts.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: August 15, 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, county's SPMI adults will not have access to the contractor's gero-psychiatric and subacute care services resulting in placements in State Hospital facilities at greater cost to the county.

ATTACHMENTS





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #23-773-2 with Health Management Associates, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-773-2 with Health Management Associates, Inc., a corporation, in an amount not to exceed \$300,000, to provide actuarial consulting services for the Contra Costa Health Plan, for the period from October 1, 2023 through September 30, 2024.

**FISCAL IMPACT:**

Approval of this contract will result in annual expenditures of up to \$300,000 and will be funded by 100% Contra Costa Health Plan Enterprise Fund II as budgeted by the department.

**BACKGROUND:**

In October 2022, the County Administrator approved and the Purchasing Services Manager executed Contract #23-773 with Health Management Associates, Inc., in an amount not to exceed \$100,000, to provide actuarial consulting services including analysis historical claims data to determine the required Incurred But Not Reported reserves for Contra Costa Health Plan product lines, for the period October 1, 2022 through September 30, 2023.

On February 28, 2023, the Board of Supervisors approved of Contract Amendment Agreement #23-773-1 to increase the payment limit by \$200,000 to a new total Payment Limit of \$300,000 to provide additional hours of actuarial services with regard to CalAim and Medi-Cal Managed Care rates for the Contra Costa Health Plan, with no change in the original term through September 30, 2023.

Approval of Contract #23-773-2 will allow the contractor to continue to provide actuarial consulting services for the Contra Costa Health Plan through September 30, 2024.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: August 15, 2023

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

Contact: Patrick Godley, 925-957-5405

By: , Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #77-596 with The Reutlinger Community

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-596 with The Reutlinger Community, a non-profit corporation, in an amount not to exceed \$600,000, to provide skilled nursing facility (SNF) services for Contra Costa Health Plan (CCHP) members for the period August 1, 2023 through July 31, 2025.

**FISCAL IMPACT:**

Approval of this contract will result in contractual service expenditures of up to \$600,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized SNF health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. Members are released from the hospital to recover at an SNF until they are well enough to be sent home. These services include but are not limited to twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services. This contractor is a CCHP Network Provider effective August 1, 2023.

Under new Contract #77-596, this contractor will provide SNF services for CCHP members for the period August 1, 2023 through July 31, 2025.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this new contract is not approved, certain specialized SNF health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the county will not be provided by this contractor and may cause a delay in services to CCHP members.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

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ATTESTED: August 15, 2023

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Contract #77-617 with Windsor Oakridge Healthcare Center, LLC (dba Windsor Healthcare Center of Oakland)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-617 with Windsor Oakridge Healthcare Center, LLC dba Windsor Healthcare Center of Oakland, a limited liability company, in an amount not to exceed \$800,000, to provide skilled nursing facility (SNF) services for Contra Costa Health Plan (CCHP) members for the period August 1, 2023 through July 31, 2025.

**FISCAL IMPACT:**

Approval of this contract will result in contractual service expenditures of up to \$800,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized SNF health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. Members are released from the hospital to recover at an SNF until they are well enough to be sent home. These services include but are not limited to: twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services. This contractor has been a member in CCHP Provider Network formerly under a Memorandum of Understanding (MOU) and will begin working under a county required contract starting August 1, 2023.

Under new Contract #77-617, this contractor will provide SNF services for CCHP members for the period August 1, 2023 through July 31, 2025.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this new contract is not approved certain specialized SNF health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the county will not be provided and may cause a delay in services to CCHP members.

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

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: August 15, 2023

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Contract #77-618 with Oakland Healthcare & Wellness Center, LLC (dba Oakland Healthcare & Wellness Center)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-618 with Oakland Healthcare & Wellness Center, LLC, dba Oakland Healthcare & Wellness Center a limited liability company, in an amount not to exceed \$800,000 to provide skilled nursing facility (SNF) services for Contra Costa Health Plan (CCHP) members for the period August 1, 2023 through July 31, 2025.

**FISCAL IMPACT:**

Approval of this contract will result in contractual service expenditures of up to \$800,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized SNF health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. Members are released from the hospital to recover at an SNF until they are well enough to be sent home. These services include but are not limited to: twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services. This contractor has been a member in CCHP Provider Network formerly under a Memorandum of Understanding (MOU) and will begin working under a county required contract starting August 1, 2023.

Under new Contract #77-618, this contractor will provide SNF services for CCHP members for the period August 1, 2023 through July 31, 2025.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, county CCHP members may experience a delay in receiving these services.

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

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Contract #77-619 with Alameda Healthcare & Wellness Center, LLC (dba Alameda Healthcare & Wellness Center)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-619 with Alameda Healthcare & Wellness Center, LLC dba Alameda Healthcare & Wellness Center, a limited liability company, in an amount not to exceed \$800,000, to provide skilled nursing facility (SNF) services for Contra Costa Health Plan (CCHP) members for the period August 1, 2023 through July 31, 2025.

**FISCAL IMPACT:**

Approval of this contract will result in contractual service expenditures of up to \$800,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized SNF health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. Members are released from the hospital to recover at an SNF until they are well enough to be sent home. These services include but are not limited to: twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services. This contractor has been a member in CCHP Provider Network formerly under a Memorandum of Understanding (MOU) and will begin working under a county required contract starting August 1, 2023.

Under new Contract #77-619, this contractor will provide SNF services for CCHP members for the period August 1, 2023 through July 31, 2025.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this new contract is not approved certain specialized SNF health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the county will not be provided and may cause a delay in services to CCHP members.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Sharron Mackey, 925-313-6104

By: , Deputy



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Purchase Order with Advanced Instruments, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order and a related agreement with Advanced Instruments, LLC in an amount not to exceed \$38,563 for a micro freezing point osmometer and related equipment installation, training, repairs, and labor services at Contra Costa Regional Medical Center (CCRMC) for the period from August 1, 2023 through July 31, 2024.

**FISCAL IMPACT:**

Approval of this action will result in expenditures of up to \$38,563 and will be funded by the Hospital Enterprise Fund I revenues.

**BACKGROUND:**

The CCRMC clinical laboratory’s current micro osmometer equipment is at its end-of-life. It cannot be repaired by in-house staff and the manufacturer is no longer supporting the equipment. The micro osmometer (Osmo1) is single-sample testing instrument for chemical analysis of blood and urine samples that provides accurate and reliable results in 90 seconds.

Advanced Instruments, LLC. is an international company with 65 years of experience in bioprocessing with a focus on chemistry, microbiology, and hematology. They are the sole manufacturer of this product and are the only vendor of similar osmometry equipment that offers instrument installation, training, and data range validation. The equipment is considered robust by industry standards as it does not experience downtime due to the buildup of ice crystals or moisture. The Osmo1 will allow CCRMC to provide inexpensive tests on-site for a range of chemical concentrations that give providers greater insight into a patient’s condition, potentially improving treatment and outcomes.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Karin Stryker, (925) 370-5141

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Approval of this request will allow the CCRMC clinical laboratory to purchase the Osmo1 machine, related equipment installation, training, repairs, and labor services needed to continue to provide fast and accurate chemical analysis results on-site through July 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, CCRMC will be required to send out samples incurring higher costs per test due to lack of in-house testing capability.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #23-815 with Bamboo Health, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-815 containing mutual indemnification with Bamboo Health Services Inc., a corporation, in an amount not to exceed \$75,000, for hosted prescription drug monitoring software, support and services for the period from August 1, 2023 through December 31, 2026.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$75,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

This contract meets the needs of the county’s population by providing a Gateway License Agreement for a hosted subscription to Bamboo Health’s Prescription Drug Monitoring Program (PDMP) Platform, that integrates with Contra Costa Health Services’ electronic records system Epic to help streamline prescriber workflow for controlled medicine. Bamboo Health was given a sole-source contract for these services. This contract provides that after the initial term, this agreement shall automatically renew for successive one (1) year terms (each, a renewal term). The contract requires the County to indemnify Bamboo Health for claims arising from: County’s use of the Services in violation of the contract; County’s violation of other right of any person; and County’s violation of any law in performing the agreement. The contract limits Bamboo Health’s liability to an amount not to exceed the amount paid, or payable by County under the contract.

Approval of this new Contract #23-815 allows the contractor to provide services through December 31, 2026.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the Health Services Department will not meet Medicare Promoting Interoperability Program requirement for prescription drugs control.

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

Action of Board On: **08/15/2023**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: August 15, 2023

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

Contact: Rajiv Pramanik, 925-765-8689

By: , Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 15, 2023

Subject: Purchase Order with Global Rental for the Purchase of Road Maintenance Equipment.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with Global Rental in an amount not to exceed \$260,000 for the purchase of a Digger Derrick multi-use crane/boom truck for road maintenance work, Countywide.

**FISCAL IMPACT:**

Fiscal Year 2023/24 Road Fund 110800 adopted budget (100% Local Road Funds)

**BACKGROUND:**

The Public Works Road Maintenance Division is replacing a Digger Derrick FL-80 truck, which is being deadlined due to age and cost of service. The equipment is necessary for regulatory compliance of guard rail installations. The purchase of the equipment was included in the Fiscal Year 2023/24 Roads capital budget.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, the Road Maintenance Division will not be able to purchase equipment needed to provide services throughout the County.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Ricky Williams, (925) 313-7072

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

Subject: Keller Canyon Mitigation Fund FY 2023/24 Allocation Plan

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**RECOMMENDATION(S):**

1. APPROVE the rollover of Unexpended Keller Canyon Mitigation Fund (KCMF) awards, in the amount of \$288,464, for 40 specified projects that were previously approved for FY 2022/23, as recommended by the KCMF Review Committee (Exhibit A);
2. APPROVE the FY 2023/24 Keller Canyon Mitigation Fund (KCMF) allocation plan, in the amount of \$1,641,214, for 84 specified projects, as recommended by the KCMF Review Committee (Exhibit B);
3. AUTHORIZE the Department of Conservation and Development (DCD) Director, or designee, to execute memoranda of understanding with the non-profit organizations and public agencies, as specified in Exhibit B for the period July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

100% Keller Canyon Landfill Mitigation Funds, a special purpose fund dating from 1992. The FY 2023/24 KCMF allocation plan is consistent with the latest KCMF policies adopted by the Board of Supervisors on May 24, 2011, including: (1) the projected FY 2023/24 revenue amount is based on the revenue trend over the last ten years; (2) staff has considered any anticipated changes in the amount of waste expected to be deposited at the Keller landfill site during the year; (3) the projected revenue amount has been reduced by 20% to minimize the likelihood that proposed expenditures will exceed actual revenue. The amount proposed to be allocated is less than the sum of both the previous year's ending fund balance (\$2,790,283) and 80% of the projected revenues for FY 2023/24 (\$1,091,079), and is therefore consistent with KCMF policies regarding expenditure limits (e.g., Policy IIG; see additional detail below).

**BACKGROUND:**

In 1990, the Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement which included the establishment of three fees to mitigate the following impacts of the landfill: traffic generated on the County's road system, the impacts of the landfill on open space, existing and proposed recreational facilities and agricultural land, and general impacts of the landfill upon the surrounding community.

The Keller Canyon Mitigation Fund (KCMF) process was established in August 1992, and the first allocation of funds occurred in November 1992. In 1994, the Board amended the land use permit and the franchise agreement to combine the above mitigation fees as well as to provide

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**
 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: August 15, 2023

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

Contact: Daniel Davis (925) 655-2884

By: , Deputy

cc:

BACKGROUND: (CONT'D)

additional flexibility in the use of funds, specifying that the fee shall be used by the Board in its sole discretion. The current program categories considered for funding include youth services, code enforcement, public safety, community beautification, and community services.

On May 24, 2011, the Board approved new policies governing the implementation and administration of the KCMF. The Department of Conservation and Development is the fiscal and contract manager for the fund. FY 2023/24 is the thirteenth year that the new policies have governed the allocation process. Listed below are the applicable policies and a description of how they were applied during the FY 2023/24 allocation process:

**1. Policy IA:** The composition of the KCMF Review Committee shall include the following individuals: District V Supervisor, District V Chief of Staff (or other person assigned by the Supervisor), a representative of the Bay Point Municipal Advisory Committee (MAC) appointed by the Bay Point MAC, a Principal (or other senior school official) from a school located in the Bay Point area, and a representative from the Bay Point Chamber of Commerce. The representatives from the MAC, Bay Point area school, and Chamber of Commerce shall be appointed to minimum two-year terms.

**Action:** The KCMF Review Committee was composed of the District V Supervisor, Federal Glover; Chief of Staff, David E. Fraser; Mount Diablo Unified School District Board Member, Debra Mason; Bay Point Municipal Advisory Committee Member, Marcia Lessley; and Bay Point Chamber of Commerce Representative, Khurram Shah. It should be noted that Debra Mason is also a member of the MAC.

**2. Policy ID:** The KCMF Review Committee's funding recommendations shall be guided by the KCMF Target Area Map that establishes "Primary" and "Secondary" target areas for the use of KCMF funds. One hundred percent of KCMF funds shall be used for programs/projects/services directly serving those within the "Primary" and "Secondary" target areas. In addition, no less than 70% of the KCMF funds shall be used to fund programs/projects/services directly serving those in the "Primary" target area.

**Action:** The KCMF Review Committee's proposed FY 2023/24 funding recommendations result in at least 90% of the funds being used for programs/projects/services that will directly serve those residents in the "Primary" target area, and the remainder is within the "Secondary" target area.

**3. Policy IE:** Funding recommendations from the KCMF Review Committee shall be presented at a Board of Supervisors regularly scheduled meeting. The Board Order will list all of the applicants, the amount of funding requested, the amount recommended, and a short description of the proposed program/project and the proposed outputs and/or outcomes.

**Action:** See Exhibit B.

**4. Policy IIA:** To increase the public's knowledge on how, where, and when to apply for KCMF funding, the funding timeline, request for proposal (KCMF application), and other applicable materials shall be placed on the District V and County websites. The websites shall also allow organizations and interested persons to add their contact information to ensure notification on matters related to KCMF.

**Action:** The District V Supervisor's office and the Department of Conservation and Development staff engaged in a comprehensive outreach effort to notify the public of the availability of funds. In addition to posting the Request for Proposals (RFP) and the application on the District V and County's websites, emails announcing the RFP were also sent to the KCMF interested parties list and to previous KCMF applicants. Moreover, a "Bidders Conference" was held on May 2, 2023, to inform prospective applicants of the application requirements, process, and timeline. KCMF applications were due on May 19, 2023. A total of 69 applications/funding requests were submitted by the deadline and an additional 14 County projects/programs were considered. The KCMF Review Committee met on four separate occasions in June 2023 to review the applications, interview applicants, and develop final funding recommendations.

**5. Policy IIC:** To ensure the tax-exempt status of a nonprofit agency requesting funds is valid and in good standing, KCMF applicants shall submit their current non-profit status determination letter from the IRS, a copy of their most recent tax return, and the printout from the California Business Portal.

**Action:** Any applications that did not contain the requisite documents, including the printout from the California Business Portal, were deemed to be incomplete and therefore not accepted. Prior to entering into contract with grantees, staff will verify that all grantees are still in good standing.

**6. Policy IIF:** Any deficit in the KCMF after the end of each fiscal year shall be eliminated by allocating the necessary amount from next year's projected revenue.

**Action:** Not applicable. The KCMF has a projected FY 2022/23 ending fund balance of \$2,347,078. See Exhibit C, Available Allocation Calculation.

**7. Policy IIG:** When estimating the amount of KCMF funds to be made available for projects in future fiscal years, staff shall analyze the revenue trend lines from previous years, and the KCMF Review Committee shall only allocate 80% of the anticipated revenue for the upcoming year. This protocol will reduce the likelihood that expenses will be greater than actual revenue received during the year. Any revenue in excess of expenses in one year may be added to the amount made available in the following year.

**Action:** The KCMF Committee is recommending the allocation amount of \$1,929,678 for FY 2023/24, which is about 56% of the total available amount to allocate, based on this policy and the prior year ending fund balance; see Exhibit C for the calculation. The FY 2022/23 ending fund balance is projected at \$2,347,078, while 80% of the projected FY 2023/24 revenue is \$1,091,079. This leaves approximately \$1,598,480 in unallocated funds. If, during the year, one or more of the funded agencies is in need of additional funds to complete an approved program/project, or a new, viable program/project emerges, the Committee will reconvene to consider any request(s) for additional funding, up to the amount held in reserve and return to the Board with any funding recommendation(s).

CONSEQUENCE OF NEGATIVE ACTION:

Not approving the recommended allocations will result in delays in implementing important projects/programs that directly benefit the residents of the KCMF target areas.

CHILDREN'S IMPACT STATEMENT:

All of the recommended projects and programs support at least one of the five community outcomes established in the Children's Report Card.

ATTACHMENTS

Exhibit A: FY 2022/23 KCMF ROLLOVER FUNDING RECOMMENDATIONS

Exhibit B: FY 2023/24 KCMF FUNDING RECOMMENDATIONS

Exhibit C: KCMF FUND BALANCE CALCULATION

#	Organization	Program/Project	Program/Project Description	FY 2022/23 Allocation	FY 2022/23 Expenditures	FY 2023/24 Recommendation
<b>TAX-EXEMPT COMMUNITY PARTNERS (Cost Center 1582)</b>						
1	Ambrose Recreation & Park District	Ambrose Aquatic Program	The purpose of the Ambrose Aquatic program is to offer free swim lessons to children ages 4 – 14, that are at risk of obesity and/or unable to learn ARC swim safety by offering free swim lessons.	\$ 10,000.00	\$ -	\$ 10,000.00
2	Ambrose Recreation & Park District	Fun Starts at 60	In partnership with CC Cafe grant, the project will provide Bay Point senior citizens (60+) with daily nutritious meals, community-based holiday celebration and activities to promote positive self-awareness, healthy and social interaction.	\$ 5,000.00	\$ -	\$ 5,000.00
3	Ambrose Recreation & Park District	Holiday Celebration	This project will enhance the holiday celebration to the Bay Point Community, who would otherwise not have an opportunity to share social and economic experience during different holidays throughout the year.	\$ 5,000.00	\$ -	\$ 5,000.00
8	BAY POINT COMMUNITY FOUNDATION	Planting Seeds of Health: Gardening with Youth	The Gardening with Youth Program has two components the Summer Teen Garden Corp and the St. Peter Martyr School Garden. The youth gain gardening, leadership, and teambuilding skills.	\$ 2,500.00	\$ -	\$ 2,500.00
9	CANCER SUPPORT COMMUNITY SAN FRANCISCO BAY AREA	East County Services 2022-2023	Cancer Support Community SF Bay Area (CSC) provides comprehensive integrative care—including counseling, support groups, nutrition, exercise, financial assistance, and patient education programs—for people with cancer and their families or caregivers.	\$ 10,000.00	\$ -	\$ 10,000.00
10	CHOICE IN AGING	Adult Day Health Care Participant Support and Scholarships	The Bedford Center Adult Day Health Care (TBC ADHC) facility in Antioch provides licensed weekday services to frail elders and adults with disabilities in East Contra Costa County, preventing premature institutionalization of adults and providing caregiver respite.	\$ 10,000.00	\$ -	\$ 10,000.00
11	City of Pittsburg	Fun Food and Fellowship	The City Of Pittsburg has will partner with the C.C. Café to put on the Fun, Food, Fellowship program. The program seek to provide the quality of life for seniors in Pittsburg and Bay point by giving them a chance to socialize with their fellow senior at the Pittsburg Senior Center.	\$ 7,400.00	\$ -	\$ 7,400.00
12	City Of Pittsburg	Senior Center Health Fair/Winter Ball/Fashion Show	The project consists of a 1) Health Fair 2) Fashion Show and 3) Winter Ball events for seniors. These events provide them with the opportunity to socialize and physical move their bodies through song and dance.	\$ 10,000.00	\$ 6,164.58	\$ 3,835.42
13	City of Pittsburg	City of Pittsburg Aquatic Program	The purpose of the Pittsburg Aquatic program is to offer free swim lessons to children, ages 3 to 14, that are overweight or at-risk for obesity and/or unable to learn ARC swim safety.	\$ 10,000.00	\$ -	\$ 10,000.00
14	COMMUNITY VIOLENCE SOLUTIONS	Prevention Education Services	Provision of CVS’s Sexual Assault Prevention Education programs in East Contra Costa County high schools to eliminate/decrease sexual assault and bullying among youth and increase respectful relationships and communications. The primary focus will be on Elementary, Middle, and High schools in Pittsburg.	\$ 10,000.00	\$ -	\$ 10,000.00

16	Court Appointed Special Advocate Program, Inc	Comprehensive Support for Foster Youth in Keller Canyon Primary and Secondary Mitigation Areas	This program will provide comprehensive support (CASA volunteers, mental health and reproductive health) to foster children living in the primary and secondary Keller Canyon Mitigation areas.	\$ 10,000.00	\$ -	\$ 10,000.00
17	CRAFT COMMUNITY CARE CENTER INC	World Music and Arts Festival	The World Music And Arts Festival incorporates cultures found across the world throughout the school year at Local Education Agency(ies); thus providing community service opportunities for children and youth in the community.	\$ 10,000.00	\$ -	\$ 10,000.00
18	CRAFT COMMUNITY CARE CENTER INC	1 2 3 Tutoring	123 Tutoring is a project for students in 1st, 2nd and 3rd grade that are struggling in their academics. Their general purpose is to help young students at are already showing evidence of possibly falling behind in school.	\$ 10,000.00	\$ -	\$ 10,000.00
19	DELTA CHILDRENS BALLET THEATRE	Black Diamond Ballet's Nutcracker	BDB will be producing its 10th year of Nutcracker Ballet to a live audience for 2-weekends in December. The Nutcracker provides local dancers the opportunity to perform with professional artists as part of a diverse cast in our Nutcracker ballet production.	\$ 10,000.00	\$ -	\$ 10,000.00
20	DELTA LEARNING CENTER	Delta Learning Center Tutoring Scholarship ELA & Math tutoring	The general purpose of this project is to provide scholarships to families with students who are most in need of academic assistance, but are not able to pay for tutoring services at DLC.	\$ 5,000.00	\$ -	\$ 5,000.00
21	District Council of Contra Costa County Society of St. Vincent de Paul	St. Vincent de Paul Free Medical Clinic "RotaCare Pittsburg Free Medical Clinic at St. Vincent de Paul"	The free clinic provides quality medical care to those in need who are least able to afford care or are ineligible for health insurance. The clinic provides free urgent and primary care including exams, pharmaceuticals, lab services, diagnostics, referral to surgical & specialty care, and health education.	\$ 10,000.00	\$ 7,963.00	\$ 2,037.00
22	EAST COUNTY JR WARRIORS BASKETBALL LEAGUE	East County Jr. Warriors AAU Basketball Program	Youth basketball program that provides an opportunity for underprivileged children who would like to participate in basketball at a competitive level. They are committed to instilling honesty, loyalty, and integrity through teamwork discipline, respect and leadership in their young participants.	\$ 5,000.00	\$ -	\$ 5,000.00
23	EAST COUNTY MIDNIGHT BASKETBALL LEAGUE PROGRAM	Twilight program	Provide a safe, supervised, late night location, where participants come and receive information on life -skills, fitness, peer pressure, nutritional counseling, and the opportunities for self-improvement.	\$ 5,000.00	\$ -	\$ 5,000.00
24	First AME Community Church, Women's Missioanry Society	WMS Community Breakfast	The Women's Missionary Society (WMS) of First A.M.E. Community Church (FAMECC), Bay Point, offers a free Community Breakfast on the 4th Saturday of each month.	\$ 4,000.00	\$ -	\$ 4,000.00
27	Grace Bible Fellowship of Antioch	Grace After School Tutoring & Summer Program	GASTP and Summer Program will provide fun and learning activities to help parents keep their children from excessive hours of television, video games, and other negative influences during the school year and summer months.	\$ 10,000.00	\$ -	\$ 10,000.00

29	Hope Solutions	East County Programs for Low-Income/Homeless Children & Families	Hope Solutions will provide onsite case management, eviction prevention, parenting education and support, and youth academic enrichment services for residents living in two affordable housing communities, Bella Monte Apartments in Bay Point and Los Medanos Village in Pittsburg.	\$ 10,000.00	\$ -	\$ 10,000.00
32	LIONS BLIND CENTER OF DIABLO VALLEY	Vision Health 2022	Services aimed at maintaining functional vision for as long as possible and helping individuals maintain independence and quality of life despite vision loss.	\$ 9,500.00	\$ -	\$ 9,500.00
33	Little Sprouts Garden Academy	Little Sprouts Garden Academy	Weekly harvest days, where the program can give residents a complete bag of produce with 2 serving sizes of seasonal fruits, vegetables and herbs with a retail value of \$30.00 per brown sack.	\$ 5,000.00	\$ -	\$ 5,000.00
34	LOAVES AND FISHES OF CONTRA COSTA	Nourishing Lives in East County	Reliable safety-net food program providing hot nutritious meals and groceries to anyone in need in Contra Costa County. LFCC's focus is on mitigating food insecurity for residents.	\$ 10,000.00	\$ -	\$ 10,000.00
35	MEALS ON WHEELS DIABLO REGION	Pittsburg Café	Operation of the Pittsburg Café, serving hot, nutritious lunches five days a week to over 175 low-income seniors (aged 60+) in Bay Point (10,000 meals annually). The Café also provides seniors an opportunity to socialize and take part in activities that keep them engaged and healthy.	\$ 10,000.00	\$ 7,500.00	\$ 2,500.00
36	MEALS ON WHEELS DIABLO REGION	Bay Point Café	Operation of the Bay Point Café, serving hot, nutritious lunches five days a week to over 175 low-income seniors (aged 60+) in Bay Point (10,000 meals annually). The Café also provides seniors an opportunity to socialize and take part in activities that keep them engaged and healthy.	\$ 10,000.00	\$ 7,500.00	\$ 2,500.00
37	MEALS ON WHEELS OF CONTRA COSTA INC	Meals for Homebound Seniors in Keller Canyon Primary Target Area	Estimated delivery of about 52,460 meals to homebound seniors aged 60+ in the Keller Canyon Primary Target Area during the 2022-2023 fiscal year.	\$ 10,000.00	\$ -	\$ 10,000.00
38	OPEN OPPORTUNITIES INC	Future Build Pre Apprentice Training Program	Future Build is a construction and environmental workforce training program for a minimum of 40 adults annually. The program's core values are re-integration, sustainability, local economic productivity and improved quality of life.	\$ 10,000.00	\$ -	\$ 10,000.00
40	PACIFIC COMMUNITY SERVICES, INC. INC	Housing Counseling/VITA Tax Preparation Program	Housing counseling services for residents facing possible loss of housing and other housing issues. Volunteer Income Tax Assistance (VITA) is also provided.	\$ 5,000.00	\$ -	\$ 5,000.00
41	PEOPLE WHO CARE CHILDREN ASSOCIATION	The PWC Clinical Success Community Service After-school Program	Provision of after-school prevention and early intervention in mental health and other services to students attending schools in the Pittsburg Unified School District.	\$ 10,000.00	\$ 1,500.00	\$ 8,500.00

42	PITTSBURG ARTS AND COMMUNITY FOUNDATION	PACF Arts Education Program	The project consists of three elements: 1) Beyond the Box, a competition to beautify and promote local artists' work on city electrical boxes. 2) Two Youth Summer Art Camps for elementary school aged children. 3) Art in the Park, a summer public event in conjunction with the City of Pittsburg Classic Car show.	\$ 10,000.00	\$ -	\$ 10,000.00
43	PITTSBURG FIFTY-PLUS CLUB CORPORATION	Pittsburg Fifty Plus Club Activities	Improvement to the quality of life of approximately 200 senior citizens (aged 50+ years) in the KCMF target areas, who are members of the Pittsburg Fifty Plus Club Corporation, through the provision of programs and services. These include T'ai Chi Chih, Hula classes, Bowling, Bocce, etc.	\$ 10,000.00	\$ -	\$ 10,000.00
44	PITTSBURG HISTORICAL SOCIETY INC	History of Pittsburg Student Enrichment Tour Program	The Museum provides a unique opportunity for students of all ages to learn about the rich history and diversity of Pittsburg, CA through school tours.	\$ 5,000.00	\$ -	\$ 5,000.00
45	PITTSBURG SENIOR AND HANDICAPPED RESIDENTIAL COMMUNITY INC	Dinner Meal Program	Provision of a HUD-mandated meal program, offering senior citizens and/or those with mobility impairment, dinner choices Monday through Friday, fifty-two weeks of the year.	\$ 10,000.00	\$ -	\$ 10,000.00
46	READING ADVANTAGE INC	REading ADvantage Inc.	READ will discuss the importance of early literacy to parents at school events, community events, WIC clinics, etc. and provide free books to children. READ will have printed handouts to distribute to parents and READ volunteers will engage parents and assist in the selection of books.	\$ 10,000.00	\$ 4,864.89	\$ 5,135.11
48	RENAISSANCE ENTREPRENEURSHIP CENTER	Empowering Lower-Income Entrepreneurs in Keller Canyon to Thrive in the Post-COVID Economy	Delivery of Start Smart, a four-week, 12-hour course which will help low-to-moderate income women and men in Bay Point, Pittsburg and Antioch build the skills, business acumen and supportive networks to become effective small business owners.	\$ 10,000.00	\$ -	\$ 10,000.00
49	RICHMOND COMMUNITY FOUNDATION	SparkPoint Contra Costa Bay Point WORKS Community Career Center	Assist residents with meaningful opportunities and resources so they may improve their economic well-being. This includes job-search assistance and year-round free tax preparation.	\$ 10,000.00	\$ 5,145.00	\$ 4,855.00
50	SHARE COMMUNITY	Oasis (Mobile Showers & Hygiene)	Provision of weekly access to clean showers and toilets, fresh clothes, essential protective gear, comprehensive hygiene packs, warm food, and charging stations for electronic devices.	\$ 10,000.00	\$ -	\$ 10,000.00
51	THE NETWORK OF CARE	Feeding Families in crisis when their child is suddenly hospitalized.	The Network of Care feeds and comforts families in crisis situations when their child is hospitalized, giving them strength to focus on their child's recovery. The gift of food allows parents to devote more attention to their ailing child and relieves hospital staff.	\$ 3,000.00	\$ -	\$ 3,000.00
<b>Subtotal</b>				<b>\$ 326,400.00</b>	<b>\$ 40,637.47</b>	<b>\$ 285,762.53</b>

**COUNTY DEPARTMENTS (Cost Center 1581)**

57	Contra Costa County Library Administration	Small Work Park StoryWalk	A StoryWalk is an educational activity that places a children's story along a walking path. The Pittsburg Library will purchase permanent StoryWalk display frames and, in partnership with the City of Pittsburg, install them at Small World Park.	\$ 10,000.00	\$ 7,298.54	\$ 2,701.47
<b>Subtotal</b>				<b>\$ 10,000.00</b>	<b>\$ 7,298.54</b>	<b>\$ 2,701.47</b>

**Grand Total \$ 288,464.00**



#	Organization	Program/Project	Program/Project Description	Requested amount	Committee Recommended Amount
<b>TAX-EXEMPT COMMUNITY PARTNERS (COST CENTER 1582)</b>					
1	AGLANTIS	High Tunnel Greenhouses with Season Extension	AgLantis will use Keller Canyon Mitigation Funds to supplement a USDA/NRCS grant to build 5,760 square feet of high tunnel greenhouses to extend their growing season through the winter.	\$ 10,000.00	\$ 10,000.00
2	AMBROSE RECREATION & PARK DISTRICT	Aquatic/Youth Programs	The purpose of the Ambrose Aquatic program is to introduce children ages 3 to 14 that are overweight or at risk for obesity and/or unable to learn ARC swim safety by offering free swim lessons.	\$ 10,000.00	\$ 10,000.00
3	AMBROSE RECREATION & PARK DISTRICT	Fun Over 60	In partnership with CC Cafe grant, the project will provide Bay Point senior citizens (60+) with daily nutritious meals, community-based holiday celebration and activities to promote positive self-awareness, healthy and social interaction.	\$ 5,000.00	\$ 2,500.00
4	AMBROSE RECREATION & PARK DISTRICT	Holiday Events	This project will create special events in celebration of holidays to promote positivity and holiday spirit for families and the community at large.	\$ 5,000.00	\$ 2,500.00
5	ANTIOCH ROTARY CLUB	Day of Empowering Girls	Antioch Rotary Club will implement an empowerment program for all 8th grade girls. The program will include panelists made up of local, successful women from a variety of careers (Lawyers, Doctors, Engineers, Police Officers, CEO's, etc.).	\$ 10,000.00	\$ 7,000.00
6	ANTIOCH ROTARY CLUB	King's Conference	"At-Risk" youth are taught life skills in their class and are brought together for 4 discussion sessions and a panelist session, promoting self-empowerment.	\$ 4,500.00	\$ 3,500.00
7	BAY AREA COMMUNITY RESOURCES	East County Resource Coalition	Weekly resource fair in Bay Point, providing a wide range of essential services and resources to support the local community. All services are provided free of charge to community members.	\$ 10,000.00	\$ 8,800.00
8	BAY AREA CRISIS NURSERY	Emergency Childcare & Shelter Services for Young Children	BACN provides an emergency childcare and shelter service that acts as a safety net for impoverished families who are in immediate need of childcare services due to obtaining a job or looking for employment, homelessness, attending school, escaping domestic violence, court appointments, etc.	\$ 10,000.00	\$ 10,000.00
9	BAY POINT COMMUNITY FOUNDATION	Planting Seeds of Health: Gardening with Youth	The Gardening with Youth Program has two components the Summer Teen Garden Corp and the St. Peter Martyr School Garden. The youth gain gardening, leadership, and teambuilding skills.	\$ 3,500.00	\$ 3,500.00
	BEAT THE STREETS, INC.	Next Steps Program	The goal of the Next Steps Program is to help youth ages 11-18 stay in school and prepare them for adulthood when they graduate from high school, with resources in higher education and to be work ready.	\$ 10,000.00	\$ -

10	BEAT THE STREETS, INC.	Work Readiness Program	The Work Readiness Program for Young Adults (For ages 18-29) / Employment Empowerment Program, provides career assessment, resume preparation, job search, interview preparedness, and work ethics services/training.	\$ 10,000.00	\$ 5,000.00
11	BE VERY LOVED FOUNDATION	Line Dancing for Life Program	Promotion of health, physical & emotional, for the aging population using Line Dancing as an exercise.	\$ 5,000.00	\$ 5,000.00
12	BIOTECH PARTNERS	Biotech Partners' Biotech Academy at Antioch High School	Operate the Biotech Academy career technical education program at Antioch High, providing students with academic, social-emotional and workforce readiness support within the biotech field.	\$ 10,000.00	\$ 5,000.00
13	BRIDGE BUILDERS TO THE NEW GENERATION	Changing the Narrative	The Change the Narrative program provides college and career readiness within a social-emotional support framework. This program keeps students engaged and successful inside and outside of the classroom by providing after-school tutoring, one-on-one mentorship, academic advising, and SAT/ACT prep courses.	\$ 10,000.00	\$ 9,000.00
14	CANCER SUPPORT COMMUNITY SAN FRANCISCO BAY AREA	Comprehensive Support Services for Low-Income Cancer Patients and their	Provision of comprehensive integrative care—including counseling, support groups, nutrition, exercise, financial assistance, and patient education programs—for people with cancer and their families or caregivers.	\$ 10,000.00	\$ 10,000.00
15	CHOICE IN AGING	The Bedford Center's Participant Therapy Supply Fund	The Bedford Center Adult Day Health Care (TBC ADHC) facility in Antioch provides licensed weekday services to frail elders and adults with disabilities in East Contra Costa County, preventing premature institutionalization of adults and providing caregiver respite.	\$ 10,000.00	\$ 10,000.00
16	CITY OF PITTSBURG	Fun Food and Fellowship	The City Of Pittsburg has will partner with the C.C. Café to put on the Fun, Food, Fellowship program. The program seek to provide the quality of life for seniors in Pittsburg and Bay point by giving them a chance to socialize with their fellow senior at the Pittsburg Senior Center.	\$ 8,000.00	\$ 8,000.00
17	CITY OF PITTSBURG	Senior Winter Ball, Health Fair, Comedy/Variety Show	The Pittsburg Senior Center is hosting a series of events in order to build community and reduce isolation for seniors in Pittsburg and Bay Point as well as to ensure that the seniors gain access to crucial health services.	\$ 10,000.00	\$ 10,000.00
18	CITY OF PITTSBURG	Community is Key	Publish the Senior Center Newsletter three times a year, providing 9,500 seniors with information about county and City services that enhance their quality of life , including many activities at the senior Center.	\$ 8,000.00	\$ 8,000.00
19	City of Pittsburg	City of Pittsburg Aquatic Program	The purpose of the Pittsburg Aquatic program is to introduce children ages 3 to 14 that are overweight or at risk for obesity and/or unable to learn ARC swim safety by offering free swim lessons.	\$ 10,000.00	\$ 10,000.00
20	CITY OF PITTSBURG	Art Therapy for Seniors	Art therapy uses the creative arts to help seniors cope with mental and physical stress through understanding, management, and expression.	\$ 4,500.00	\$ 4,500.00

21	COMMUNITY VIOLENCE SOLUTIONS	Prevention Education Services	Provision of CVS's Sexual Assault Prevention Education programs in East Contra Costa County high schools to eliminate/decrease sexual assault and bullying among youth and increase respectful relationships and communications. The primary focus will be on Elementary, Middle, and High schools in Pittsburg.	\$ 10,000.00	\$ 10,000.00
22	CONTRA COSTA FAMILY JUSTICE ALLIANCE	Navigation Program	This program and its services provide crisis support, long term safety, and community building and education.	\$ 10,000.00	\$ 10,000.00
23	CONTRA COSTA FOSTER FRIENDS	Contra Costa Foster Friends Resource Center	The Contra Costa Foster Friends Resource Center is a place where foster, adoptive, and kinship caregivers can access essential items to help care for their current foster and adopted children.	\$ 10,000.00	\$ 5,000.00
24	CRAFT COMMUNITY CARE CENTER, INC	World Music and Arts Festival	The World Music and Arts Fair (WMAF) is a celebration of culture that teaches tolerance, acceptance and appreciation of the various cultures that make up our world. It is an exploration of those various cultures that through song, dance, art music and history.	\$ 10,000.00	\$ 10,000.00
25	CRAFT COMMUNITY CARE CENTER, INC	Foundational Math and Reading Program	The program is designed to support students who are normally shut out of normal after school tutoring and intervention programs because of transportation and other issues.	\$ 10,000.00	\$ 10,000.00
26	DELTA CHILDRENS BALLET THEATRE	Black Diamond Ballet's Nutcracker	BDB will be producing its 11th year of Nutcracker Ballet to a live audience for 2-weekends in December. The Nutcracker provides local dancers the opportunity to perform with professional artists as part of a diverse cast in our Nutcracker ballet production.	\$ 10,000.00	\$ 10,000.00
27	DISTRICT COUNCIL OF CONTRA COSTA COUNTY SOCIETY OF ST. VINCENT DE PAUL	St. Vincent de Paul Free Medical Clinic "RotaCare Pittsburg Free Medical Clinic at St. Vincent de Paul"	The free clinic provides quality medical care to those in need who are least able to afford care or are ineligible for health insurance. The clinic provides free urgent and primary care including exams, pharmaceuticals, lab services, diagnostics, referral to surgical & specialty care, and health education.	\$ 10,000.00	\$ 10,000.00
	EAST BAY NSBE JR. CHAPTER	Black History Month Poetry Contest	Circulation of a flyer announcing a poetry contest throughout the Pittsburg Unified School District, additionally published in the local newspaper.	\$ 4,000.00	\$ -
28	EAST BAY NSBE JR. CHAPTER	STEM & Drone Robotics Program	Develop interest in STEM career paths, with an emphasis on computer programming, and robotics, to broaden experiences and participation of underrepresented youth through demonstration projects in STEM modules at no cost to participants.	\$ 10,000.00	\$ 10,000.00
	EAST COUNTY MIDNIGHT BASKETBALL LEAGUE PROGRAM	Twilight/Wellness Clinic	Help adults learn how to value their health and incorporate a healthy lifestyle by teaching the individuals through various workshops and peer-to-peer meetings in East County.	\$ 4,999.00	\$ -

29	FULL STRIDE TRACK CLUB	2023 Track Season	A competitive youth track club that provides a positive outlet for youth through the sport of track and field.	\$ 10,000.00	\$ 10,000.00
30	FUTURE LEADERS OF AMERICA EAST BAY AREA INC	2023 Youth Leadership Conference	The YLC is a six-day leadership conference for 40 to 60 eighth and ninth graders. It is designed to motivate students to excel in secondary education through various workshops, including public speaking, a four-year high school plan, assertiveness, brain storming, A-G requirements, and goal setting.	\$ 10,000.00	\$ 10,000.00
	Grace Bible Fellowship of Antioch	Juneteenth	Juneteenth events focused on a two-day celebration with live entertainment, impactful civic speakers, a safe place for the whole family, including kids zones, jumpers a face painter, food, and socially minded vendors.	\$ 4,500.00	\$ -
31	Grace Bible Fellowship of Antioch	Mid Night Basketball	Grace Arms of Antioch will host the Antioch mid night basketball league, which will include informative programming that gives players helpful skills for everyday life.	\$ 10,000.00	\$ 10,000.00
32	Grace Bible Fellowship of Antioch	Grace After School Tutoring & Summer Programs	GASTP and Summer Program will provide fun and learning activities to help parents keep their children from excessive hours of television, video games, and other negative influences during the school year and summer months.	\$ 2,500.00	\$ 2,500.00
33	GREATER FAITH MISSIONARY BAPTIST CHURCH	Greater Faith Food Pantry	This project is designed to provide food to 25-35 families in need, within the Pittsburg/Antioch area.	\$ 3,000.00	\$ 3,000.00
34	HILLVIEW JR. HIGH SCHOOL	Dress for Success and Honor Group Sponsorship	Enable students to participate in the Hillview band and choir classes by providing uniforms and scholarships for honor band or choir fees.	\$ 4,999.00	\$ 4,999.00
35	Hope Solutions	East County Programs for Low-Income/Homeless Children & Families	Provide onsite case management, eviction prevention, parenting education and support, and youth academic enrichment services for residents living in two affordable housing communities, Bella Monte Apartments in Bay Point and Los Medanos Village in Pittsburg.	\$ 10,000.00	\$ 10,000.00
36	JOHN MUIR LAND TRUST	Family Harvest Farm	John Muir Land Trust's (JMLT) Family Harvest Farm (FHF) is a 3.5-acre organic urban farm in a densely populated, USDA-defined food desert neighborhood in Pittsburg, California. FHF's mission is to engage youth and adults in a local food system that encourages connectivity and healthy living.	\$ 10,000.00	\$ 10,000.00
37	JOSEPHINE GUZMAN YOUTH CENTER	Empower Our Youth	This project provides free gymnastic lessons to 6 children for one year. The purpose is to empower youth through gymnastics.	\$ 4,900.00	\$ 4,900.00

38	LIONS BLIND CENTER OF DIABLO VALLEY	Vision Health 2023	Provide services aimed at maintaining functional vision for as long as possible and helping individuals maintain independence and quality of life despite vision loss.	\$ 9,700.00	\$ 9,700.00
39	LOAVES AND FISHES OF CONTRA COSTA	Nourishing Lives in East County	Reliable safety-net food program providing hot nutritious meals and groceries to anyone in need in Contra Costa County. LFCC's focus is on mitigating food insecurity for residents.	\$ 10,000.00	\$ 10,000.00
40	NORTHERN CALIFORNIA FAMILY CENTER	Resource Parent Pre-Certification Event	Recruit viable Resource Parents in the community to increase the number of crisis homes for homeless, runaway and foster youth (ages 8-17).	\$ 4,700.00	\$ 4,700.00
41	MEALS ON WHEELS DIABLO REGION	Pittsburg Café	Operation of the Pittsburg Café, serving hot, nutritious lunches five days a week to over 175 low-income seniors (aged 60+) in Bay Point (10,000 meals annually). The Café also provides seniors an opportunity to socialize and take part in activities that keep them engaged and healthy.	\$ 10,000.00	\$ 10,000.00
42	MEALS ON WHEELS DIABLO REGION	Bay Point Café	Operation of the Bay Point Café, serving hot, nutritious lunches five days a week to over 175 low-income seniors (aged 60+) in Bay Point (10,000 meals annually). The Café also provides seniors an opportunity to socialize and take part in activities that keep them engaged and healthy.	\$ 10,000.00	\$ 10,000.00
43	OPEN OPPORTUNITIES INC	Future Build Pre Apprentice Training Program	Future Build is a construction and environmental workforce training program for a minimum of 40 adults annually. The program's core values are re-integration, sustainability, local economic productivity and improved quality of life.	\$ 10,000.00	\$ 10,000.00
44	OPPORTUNITY JUNCTION INC	Administrative Careers Training (ACT) Program	The Administrative Careers Training Program (ACT) serves motivated, low-income Contra Costa residents, helping them gain the skills and confidence to launch sustainable administrative careers that provide a living wage and opportunities for advancement.	\$ 10,000.00	\$ 10,000.00
45	PACIFIC COMMUNITY SERVICES, INC.	Housing Counseling/VITA Tax Preparation Program	Housing counseling services for residents facing possible loss of housing and other housing issues. Volunteer Income Tax Assistance (VITA) is also provided.	\$ 10,000.00	\$ 10,000.00
46	PEOPLE WHO CARE CHILDREN ASSOCIATION	The PWC Clinical Success Community Service After-school Program	Provision of after-school prevention and early intervention in mental health and other services to students attending schools in the Pittsburg Unified School District.	\$ 10,000.00	\$ 10,000.00
47	PITTSBURG COMMUNITY THEATRE	A Streetcar Name Desire by Tennessee Williams	Pittsburg Theatre Company is producing Tennessee Williams' "A Streetcar Name Desired." A special daytime performance is being schedule where students from Pittsburg High School are invited at a special discounted price to watch a performance at the California Theatre.	\$ 4,999.00	\$ 2,000.00

48	PITTSBURG COMMUNITY THEATRE	Summer Youth Workshop	A summer youth theatre workshop that helps children develop their creative thinking and problem-solving skills through performing arts training including movement, dance and oral performance, as well as fine arts in painting scenery and making props	\$ 4,000.00	\$ 2,500.00
49	PITTSBURG COMMUNITY THEATRE	Frozen Jr. Youth Workshop	A youth theatre workshop that helps children develop their creative thinking and problem-solving skills through performing arts training including movement, dance and oral performance, as well as fine arts in painting scenery and making props.	\$ 3,500.00	\$ 2,500.00
50	PITTSBURG FIFTY-PLUS CLUB CORPORATION	Pittsburg Fifty Plus Club Activities	Improvement to the quality of life of approximately 200 senior citizens (aged 50+ years) in the KCMF target areas, who are members of the Pittsburg Fifty Plus Club Corporation, through the provision of programs and services. These include T'ai Chi Chih, Hula classes, Bowling, Bocce, etc.	\$ 10,000.00	\$ 10,000.00
51	PITTSBURG SENIOR AND HANDICAPPED RESIDENTIAL COMMUNITY INC	Dinner Meal Program	Provision of a HUD-mandated meal program, offering senior citizens and/or those with mobility impairment, dinner choices Monday through Friday, fifty-two weeks of the year.	\$ 10,000.00	\$ 10,000.00
52	PITTSBURG UNIFIED SCHOOL DISTRICT - MUSIC DEPARTMENT	Pittsburg Jazz Festival	2023-2024 school year event supporting youth in jazz education, through performance, its history, and appreciation for America's original art form.	\$ 7,500.00	\$ 7,500.00
53	PRESIDIO VILLAGE SENIOR HOUSING INC	Activities Coordinator and Supplies	Facility housing senior citizens and providing a place for our independent residents to age in place instead of being placed in a care facility.	\$ 10,000.00	\$ 10,000.00
54	READING ADVANTAGE, INC	Reading Advantage Inc.	Educate parents on the importance of reading to their children a minimum of twenty minutes per day and then READ provides free children's books.	\$ 10,000.00	\$ 10,000.00
55	REHABILITATION AND EMPLOYMENT SERVICES OF THE EAST BAY	Pittsburg Program Security and Grounds Improvement Project	Revitalization of a facility that provides services to adults with intellectual disabilities or autism spectrum disorder in Pittsburg by making needed improvements to the security and grounds around the facility on Railroad Avenue.	\$ 5,000.00	\$ 5,000.00
56	RENAISSANCE ENTREPRENEURSHIP CENTER	Empowering Lower-Income Entrepreneurs in Keller Canyon to Thrive in the Post-COVID Economy	Delivery of Start Smart, a four-week, 12-hour course which will help low-to-moderate income women and men in Bay Point, Pittsburg and Antioch build the skills, business acumen and supportive networks to become effective small business owners.	\$ 10,000.00	\$ 10,000.00
57	RICHMOND COMMUNITY FOUNDATION	SparkPoint Contra Costa Bay Point WORKS Community Career Center	Assist residents with meaningful opportunities and resources so they may improve their economic well-being. This includes job-search assistance and year-round free tax preparation.	\$ 10,000.00	\$ 10,000.00

58	SACRAMENTO VALLEY SYMPHONIC BAND ASSOCIATION	Pittsburg Community Band	Provision of free concerts to seniors and low-income groups with limited access to live entertainment.	\$ 4,500.00	\$ 4,500.00
59	S.H.A.R.E. COMMUNITY	Oasis (Mobile Showers & Hygiene)	Provision of weekly access to clean showers and toilets, fresh clothes, essential protective gear, comprehensive hygiene packs, warm food, and charging stations for electronic devices.	\$ 10,000.00	\$ 10,000.00
60	ST. PETER MARTYR OF VERONA SCHOOL	Healthy Lunch Refrigeration	Replacement of the school cafeteria refrigerator to continue to provide nutritious foods and fresh meals for students.	\$ 4,999.00	\$ 4,999.00
	SUSTAINABLE CONTRA COSTA	Contra Costa Clean Cooking Initiative (CookSmart)	The Contra Costa Clean Cooking Initiative (CookSmart) is an innovative program addressing both local community health issues and County climate action goals.	\$ 10,000.00	\$ -
61	THE NETWORK OF CARE	Feeding Families in crisis when their child is suddenly hospitalized.	The Network of Care feeds and comforts families in crisis situations when their child is hospitalized, giving them strength to focus on their child's recovery. The gift of food allows parents to devote more attention to their ailing child and relieves hospital staff.	\$ 3,095.00	\$ 3,095.00
	TURNTABLE (FISCAL SPONSOR)/BRAVE	Preventative Programming and Mentoring	BRAVE aims to support schools and nonprofit agencies by providing free, preventative programming modules, facilitated groups, and mentoring services to 50 young teens, adolescents, or transitional age youth. (ages 12 - 19).	\$ 10,000.00	\$ -
62	WHITE PONY EXPRESS	Keller Canyon School Pantry Program	Support the School Pantry Programs at 6 school sites in the Keller Canyon Mitigation Fund primary target area.	\$ 10,000.00	\$ 7,500.00
63	Winter Nights Family Shelter, Inc.	Winter Nights Safe Parking Program	Winter Nights' Safe Parking Program (SPP) is a year-round service for unsheltered persons who live in their cars. The SPP provides a stable, safe environment offering overnight parking from 8pm to 7am every day, supervised by trained staff.	\$ 9,171.00	\$ 9,171.00
<b>Subtotal</b>				<b>\$ 563,562.00</b>	<b>\$ 485,864.00</b>

COUNTY DEPARTMENTS (COST CENTER 1581)					
64	Contra Costa County Department of Conservation and Development	KCMF Administration	Assist District V staff in managing and administering the Keller Canyon Mitigation Fund program.	\$ 60,000.00	\$ 60,000.00
65	Contra Costa County Department of Conservation and Development	Bay Point Code Enforcement	Provide additional focused code enforcement in Bay Point, CA, to address complaints of junkyards, abandoned property, illegal land-use, substandard/unsafe buildings, illegal/unsafe mobile homes, construction without permits, and abandoned vehicles.	\$ 100,000.00	\$ 100,000.00
66	Contra Costa County District V Staff	KCMF Staff Services	Support the growing needs of constituents in District V through the provision of staff that is focused on the KCMF target areas.	\$ 100,000.00	\$ 100,000.00
67	Contra Costa County Library Administration	A Welcoming Entry for the Pittsburg Library	A StoryWalk is an educational activity that places a children’s story along a walking path. The Pittsburg Library will purchase permanent StoryWalk display frames and, in partnership with the City of Pittsburg, install them at Small World Park.	\$ 10,000.00	\$ 10,000.00
68	Contra Costa County Office of the County Counsel	Code Development and Compliance Attorney	Provision of legal support to the Board of Supervisors, Department of Conservation and Development, and other staff responsible for the effective and timely development, adoption, implementation, and enforcement of zoning buildings, housing and other ordinances related to the implementation of the KCMF.	\$ 95,000.00	\$ 95,000.00
69	CONTRA COSTA COUNTY OFFICE OF THE SHERIFF	Bay Point Resident Deputy	The Bay Point Resident Deputy Program provides focused community Policing to the residents of Bay Point with an emphasis on quality of life issues, crime prevention, enforcement, active participation in the National Crime Free Multi-Housing Program, and acts as a liaison with local businesses.	\$ 294,181.40	\$ 200,000.00
70	CONTRA COSTA COUNTY OFFICE OF THE SHERIFF	Bay Point School Resource Officer Program (SRO)	The Bay Point School Resource Officer (SRO) Program places a uniformed deputy within the schools to establish a safe school environment and promote the positive development of the Bay Point Youth.	\$ 330,000.00	\$ 200,000.00



71	CONTRA COSTA COUNTY OFFICE OF THE SHERIFF	Annual Bay Point Bike Safety Rodeo	The Contra Costa County Office of the Sheriff, in partnership with the Street Smarts Program, Bike Mobile (mobile bike repair program) and County Health Services, will host a free Bicycle Safety Rodeo to teach local youths about bicycle, pedestrian and railroad crossing safety.	\$ 10,000.00	\$ 7,500.00
72	CONTRA COSTA COUNTY OFFICE OF THE SHERIFF	Bay Point Holiday Party and Toy Giveaway	The Contra Costa County Office of the Sheriff will host a free community holiday party and toy giveaway for the residents of Bay Point, CA.	\$ 10,000.00	\$ 5,000.00
	CONTRA COSTA COUNTY OFFICE OF THE SHERIFF	Gange Awareness	Hold events centered around gang education and prevention through positive interaction with law enforcement.	\$ 5,000.00	\$ -
73	CONTRA COSTA COUNTY OFFICE OF THE SHERIFF	Bay Point Graffiti Abatement	The Bay Point Blight and Graffiti Prevention program will aid the Sheriff's Office in funding programs to deter graffiti and vandalism.	\$ 5,000.00	\$ 5,000.00
74	CONTRA COSTA COUNTY OFFICE OF THE SHERIFF	Bay Point Illegal Dumping	2nd-year expansion of a pilot program for the purchase, installation, and operation of public safety cameras to curb illegal dumping in Bay Point, CA and assist law enforcement in illegal dumping investigations.	\$ 73,350.00	\$ 73,350.00
75	Contra Costa Health Services	Community Education & Engagement - Teen Health	This program will address the growing needs for Teen health (including sexual health) by providing a public awareness campaign to increase education on teen pregnancy and sexual health. This will include the creation and distribution of public resources and prevention kits.	\$ 10,000.00	\$ 10,000.00
76	Contra Costa Health Services	Calli House Youth Shelter	Provision of shelter and support services to runaway and homeless youth (up to age 24) during their time of crisis, 24 hours a day/7 days a week.	\$ 10,000.00	\$ 10,000.00
<b>Subtotal</b>				<b>\$ 1,112,531.40</b>	<b>\$ 875,850.00</b>

DISTRICT V INITIATIVES (COST CENTER 1580)					
77	Holiday Aid	Bay Point Holiday Dinner and Toy Giveaway	Provision of family photos and gifts at the annual Bay Point Holiday Dinner.	\$ 2,000.00	\$ 2,000.00
78	District V Interns	Internships	Stipends for summer and winter internships at the District V office.	\$ 25,000.00	\$ 25,000.00
79	Development of KCMF Online Application/Reporting System	Benevity	Online application and reporting system, implemented to streamline program processes and achieve greater efficiencies.	\$ 50,000.00	\$ 50,000.00
80	Bay Point Municipal Advisor Committee (MAC)	Operations and Projects	Support of the advisory council's activities throughout the year. The MAC provides advice and recommendations to the Contra Costa County Board of Supervisors on planning issues and services provided in Bay Point.	\$ 2,500.00	\$ 2,500.00
81	Network Events	KCMF Review Committee/Keller Reception	Support for KCMF Committee staff and KCMF grantees. This includes the cost of food, rental and other charges related to the grantee reception and application review process.	\$ 5,000.00	\$ 5,000.00
82	Summits, Seminars and Workshops	Youth Summit and other workshops.	Support of several community events, namely the Youth Summit, which will empower youth and provide them with a foundation for future success. Pacific Community Services, Inc., a local non-profit, will serve as proxy and fiscal agent for District V, providing small grants to community partner that support local youth.	\$ 75,000.00	\$ 75,000.00
83	Technology Upgrades	Computer and Presentation Equipment	Purchase of computer and presentation equipment for the multiple programs and events conducted in East County by District V staff.	\$ 20,000.00	\$ 20,000.00
84	Community Well-being and Outreach Support	District V Cultural, Health, and Supportive Services	Support of the community through various initiatives, including the implementation of cultural events, the purveyance of print/copy services to grantees, and the expansion of the Contra Costa Health Ambassador Program.	\$ 100,000.00	\$ 100,000.00

**Subtotal \$ 279,500.00 \$ 279,500.00**

**Grand Total \$ 1,955,593.40 \$ 1,641,214.00**

**Keller Canyon Mitigation Funds**  
**FY 2023/24**  
**Available Allocation Calculation**

<b>FY 2022/23</b>	
<b>Fund Balance Calculation</b>	
FY 2021/22 Actual Ending Fund Balance	2,026,421
FY 2022/23 Actual Revenue	1,364,219
<b>Total FY 2022/23 Revenue (a)</b>	<b>3,390,640</b>
FY 2021/22 Carry-over Expenditures	64,272
FY 2022/23 Expenditures	979,290
FY 2022/23 Accrued Expenses	-
<b>Total FY 2022/23 Expenditures (b)</b>	<b>1,043,562</b>
<b>FY 2022/23 Ending Fund Balance (a-b)</b>	<b>2,347,078</b>
<b>FY 2023/24 Projected</b>	
<b>Revenue/Expenses</b>	
FY 2023/24 Projected Revenue	1,363,849
Less 20% (per KCMF Policy II.G)	(272,770)
<b>Subtotal</b>	<b>1,091,079</b>
FY 2022/23 Ending Fund Balance	2,347,078
<b>Total Available to Allocate (c)</b>	<b>3,438,158</b>
FY 2023/24 Allocation Amount (d)	1,929,678
FY 2023/24 Unallocated Funds (c-d)	1,508,480



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #72-185 with the Centers for Disease Control and Prevention

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, a Data Use Agreement (DUA) #72-185 with the Centers for Disease Control and Prevention (CDC), a public health authority, concerning hosted public health data-sharing for its National Syndromic Surveillance Program (NSSP)'s BioSense Platform for the period from September 1, 2023 through August 31, 2028, subject to approval by the County Administrator and approval as to form by County Counsel.

**FISCAL IMPACT:**

This is a non-financial agreement, there is not cost to the County associated with this DUA.

**BACKGROUND:**

This DUA will meet the needs of the County's population by allowing Public Health to participate in the NSSP's BioSense Platform. The DUA governs data compliance between Contra Costa Health Services Public Health department, partnering health systems, and CDC to share and analyze necessary data related to inpatients and disease trends.

Syndromic surveillance is a process that regularly and systematically uses health, public health, and health-related data in near real-time to make information on the health of a community available to public health officials and government leaders for decision-making and enhanced responses to hazardous events and outbreaks. In response to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 and the Pandemic and All-Hazards Preparedness Reauthorization Act of 2013, the CDC developed and modified the BioSense Program to establish an integrated system of nationwide public health surveillance for the early detection and prompt assessment of and response to potential bioterrorism-related illness. As of November 2011, the BioSense Program developed a distributed computing environment, which included analytic tools. The program has since evolved into the NSSP, a collaboration among individuals and organizations from the local, state, and federal levels of public health, including departments of health; other federal agencies, including the Department of Defense and the Department of Veterans Affairs. NSSP currently includes a community of practice and a cloud-based syndromic surveillance computing platform (the NSSP BioSense Platform) that safely hosts

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Ori Tzvieli, M.D., 925-608-5257

By: , Deputy

cc: F Carroll, L Bright

BACKGROUND: (CONT'D)

data submitted by its participants and computing applications, including analytic tools and services.

Under this contract, CDC's obligations include providing the County with a cloud-based environment for the NSSP BioSense Platform in order to facilitate the receipt, storage, and management of the County's syndromic surveillance data.

Approval of contract #72-185 allows the contractor to provide services through August 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Public Health will be unable to participate in the CDC program. Its data will not contribute to the overall goal of the program, and therefore the health community will miss out on the timely receipt of this vital information, which in turn could put the County's population at risk.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

**Subject:** Authorization to Release Funds from the County Fish and Wildlife Propagation Fund to Host the 21st Annual Fall Forum

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**RECOMMENDATION(S):**

1. APPROVE and AUTHORIZE the Fish and Wildlife Committee to host the 21st annual Fall Forum event for law enforcement agencies to discuss fish and wildlife conservation and enforcement of fish and wildlife regulations in Contra Costa County.
2. AUTHORIZE and REQUEST the Auditor-Controller to release an amount not to exceed \$2,500 from the Fish and Wildlife Propagation Fund for costs associated with hosting the 21st annual Fall Forum.

**FISCAL IMPACT:**

No impact to the General Fund. A portion of the fines collected from violations of fish and game regulations in the County is deposited in the Fish and Wildlife Propagation Fund (Fund), which as of July 27, 2023, had a current available balance of \$575,761.97. State law defines how money in this fund may be spent. The Board of Supervisors is responsible for authorizing specific expenditures. The recommended expenditure is for the purpose of education and outreach on wildlife protection issues, which is consistent with the criteria for expenditures established by the State Law. Donations of items and time have also been obtained to help defray the cost of the Fall Forum.

**BACKGROUND:**

The Fish and Wildlife Committee (Committee) is charged with advising the Board of Supervisors on issues related to the enforcement of regulations protecting fish and wildlife. The Committee regularly engages in discussions with law enforcement agencies on the challenges and needs for protecting wildlife resources from illegal activities.

The annual Fall Forum, hosted by the Committee, is a successful venue for improving the coordination of enforcement issues and for providing information on the value of fish and wildlife resources in the County. The first Fall Forum was held in 1999. Past Fall Forum participants include a mix of representatives from local non-profit organizations, local jurisdictions, regulatory agencies, law enforcement, and members of the public. Participants have indicated that this event is important in that it provides a forum to identify opportunities to cooperatively improve protections for fish and wildlife.

At its May 17, 2023 meeting, the Committee reviewed past events and voted unanimously to recommend to the Board of Supervisors that they again host the event. They determined that this is a prudent use of funds that have been dedicated to protection of wildlife resources. Should the

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APPROVE
  OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Maureen Parkes (925) 655-2909

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Board provide its authorization, the Committee intends to hold the event on Thursday, September 21, 2023, from 5:00 to 7:00 P.M. at the Martinez Yacht Club. Invited attendees would include representatives of the California Department of Fish and Wildlife, Sheriff's Department, District Attorney's Office, Superior Court, Public Defender's Office, and the East Bay Regional Park District Police. Participation by the Board of Supervisors is welcome. The event will be a public event hosted by the Fish and Wildlife Committee. Approximately 50 - 100 people have attended past Fall Forums. Any interested individuals are welcome to attend. There is no charge to attend the meeting and enjoy the meal. Each year a guest speaker is invited to present about the natural resources in the County. This year a representative from the River Otter Ecology Project will provide a feature presentation. There will also be poster presentations provided by recipients of grants from the Fish and Wildlife Propagation Fund, and attendees will have the opportunity to learn more about how the grant program operates and the types of projects that are funded.

The Director of the Department of Conservation and Development (DCD) has recommended no more than \$2,500 from the Fish and Wildlife Propagation Fund be used to cover any expenses that are not covered through material donations. This expenditure is consistent with Fish and Game Code Section 13103 (a), which provides that the Fish and Wildlife Propagation Fund may be spent on public education relating to the scientific principles of fish and wildlife conservation. Facility rental, food, beverages and supplies will be purchased by staff and Fish and Wildlife Committee members. Their receipts will be submitted to the County Auditor for reimbursement.

CONSEQUENCE OF NEGATIVE ACTION:

The Fall Forum would not be held or would be reduced in scope to require no expenditure.

ATTACHMENTS

Sponsored Event Form

## County and Non-County Sponsored Events Participation

County Sponsored Event       Non-County Sponsored Event

Department: Department of Conservation and Development

EVENT/ACTIVITY: Contra Costa County Fish and Wildlife Committee 21st Annual Fall Forum

Sponsor/Organizer: Contra Costa County Fish and Wildlife Committee

Description: The Fall Forum is an annual event for law enforcement agencies to discuss fish and wildlife conservation and enforcement of fish and wildlife regulations in CCC.

Purpose and Benefit to County: Improves coordination of enforcement issues and provides information on the valuable fish and wildlife resources in CCC; it is a means of identifying opportunities to improve the regulatory process to protect fish and wildlife; and participants see the value of the grants funded by the Fish and Wildlife Propagation fund.

Date(s): September 21, 2023

Duration: 5 p.m. to 7p.m.

Location: Martinez Yacht Club

### County Resources Requested:

# of Employees 1 (4 hours on day of event)      Estimated Cost: \$ \$500

County/Rental Equipment Used Martinez Yacht Club Reservation  
(Including vehicles)  
Estimated Cost: \$ \$300.00

Additional Expenditures: Food, beverages, charcoal, plasticware for 100 attendees      Estimated Cost: \$ \$1,700  
(Attach itemized list)

Total Estimated Cost: \$ \$2,500

Funding Source(s)/Reasons: CCC Fish and Wildlife Propagation Fund/ State law defines how money in this fund may be spent. The recommended expenditure is for the purpose of education and outreach on wildlife protection issues, which is consistent with the criteria for funds use established by State law.

I certify this to be an event/activity that benefits the County and all estimated costs to be paid by County funds, regardless of funding source, are within my departments budget.

[Signature]      8-2-23  
(Department Head or Designee)      (Date)

### APPROVAL FOR NON-COUNTY EVENTS

#### LESS THAN \$2,500

#### County Administrator

- Approved  
 Not Approved

County Administrator \_\_\_\_\_ Date \_\_\_\_\_

#### ABOVE \$2,500

#### Board of Supervisors

- Approved  
 Not Approved

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

**Subject:** Report on FY 2023/24 Budgets for the Congestion Management Agency and the Regional Transportation Planning Committees

---

**RECOMMENDATION(S):**

APPROVE the Fiscal Year 2023/24 budget for the Congestion Management Agency (CMA), a function performed by the Contra Costa Transportation Authority (Authority), and APPROVE FY 2023/24 County contributions of \$139,823 to the CMA and \$115,024 to the Regional Transportation Planning Committees that assist with implementing Measure J (2004), as required by prior agreements.

**FISCAL IMPACT:**

No impact to the General Fund. The County contributions to the Congestion Management Agency and the Regional Transportation Planning Committees are accounted for and funded from the annual operating budgets approved by the Board of Supervisors for the Public Works Department and the Department of Conservation and Development, using gas tax and Measure J Return-to-Source revenue.

**BACKGROUND:**

The agreement that created the County's Congestion Management Agency (CMA) requires referral of its budget to member jurisdictions. The Regional Transportation Planning Committees (RTPCs) were established by the County and the cities to facilitate cooperative multi-jurisdictional transportation planning in the four subregions of the County, pursuant to the Measure J Transportation Improvement and Growth Management Program. Some RTPCs require member jurisdictions to review their proposed annual budgets. The Board of Supervisors takes this action annually.

This Board Order also recommends approval of the budgeted financial contribution from Contra Costa County to the CMA and the RTPCs for FY 2023/24, as required by agreements creating these entities.

Exhibit "A" compares the FY 2023/24 CMA and RTPC budgets and the proposed County contribution to these entities to prior years. The sub-headings below explain the budgets for each Agency/Committee in further detail.

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Robert Sarmiento (925) 655-2918

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

### **Contra Costa Transportation Authority (Authority)**

The Authority was created in 1988 to manage funds generated by a special half-cent transportation sales tax ("Measure C"), which was approved by voters to fund local transportation projects. The Authority also administers the related voter-approved growth management program requirements. Measure J extended this sales tax and growth management program to 2034. In 1992, the County and local cities entered into a Joint Powers Agreement to designate the Authority as the County's CMA, pursuant to Proposition 111 (1990). Although California law no longer requires each county to have a designated CMA, the local jurisdictions have continued to support the CMA to facilitate the receipt and expenditure of state and federal transportation funds administered by the Metropolitan Transportation Commission (MTC).

Contra Costa County's annual contribution to the CMA is based on two components: 1) the formula [population and road miles] used by the State to distribute Proposition 111 gas tax revenue to cities and counties, and 2) the amount of state and federal revenue received by the Authority to fund CMA functions. The Authority primarily uses federal (Surface Transportation Program, Congestion Mitigation and Air Quality) and state (State Transportation Planning, Programming, and Monitoring Program) revenues to fund CMA activities. However, if these revenues are insufficient, member agencies contribute the balance based on the aforementioned formula. As noted in the attached spreadsheet, local contributions are estimates due to the inability to accurately project fluctuating federal and state revenues.

For FY 2023/24, the Authority's overall budget is \$217,737,959. The Authority's Budget for FY 2023/24 for its CMA function is \$8,542,918. The County contribution is \$139,823, a \$77,475 decrease from the previous fiscal year's \$217,298 contribution (approximately a 36% decrease). The CMA budget was circulated to the Public Managers Association in April 2023. The highlights of the Planning/CMA budget include:

- \$630,000 for Countywide Comprehensive Safety Action Plan
- \$575,000 for Bi-County Activity Based Model Development
- \$550,000 for the Streetlight Data subscription
- \$500,000 for regional planning tasks
- \$295,000 for an update to the Countywide Bicycle and Pedestrian Plan
- \$150,000 for Congestion Management Program Monitoring
- \$150,000 for Vehicle Miles Traveled Mitigation Calculator
- \$120,000 for Data Repository and Performance Metrics
- \$150,000 for Vision Zero Implementation
- \$125,000 for Strategic Communications

### **Southwest Area Transportation (SWAT) Committee**

SWAT is the RTPC established for the jurisdictions within the San Ramon Valley and the Lamorinda area. Administrative support, currently provided by contracting with the City of San Ramon, consists of compiling and distributing agendas, staff support at Committee meetings, providing summaries of each meeting, and coordinating the SWAT Technical Advisory Committee. SWAT is funded by equal contributions from the six participating jurisdictions. At the beginning of each billing period, which mirrors the fiscal year, SWAT provides an estimated annual budget and member jurisdiction dues. However, SWAT is unique among the RTPCs in that the jurisdictions are billed the actual annual member dues at the end of the billing period for the prior fiscal year. For FY 2022/23, the actual SWAT budget was \$21,905. The actual County contribution to SWAT for FY 2022/23 is \$3,651. For FY 2023/24, the proposed SWAT budget and the County contribution will be \$48,735 and \$8,123, respectively.

### **Transportation Partnership and Cooperation (TRANSPAC) Committee**

TRANSPAC is the RTPC established for the jurisdictions in North-Central Contra Costa. A Managing Director, who is contracted by TRANSPAC, provides administrative support. For FY 2023/24, the TRANSPAC budget is \$375,000. This budget amount includes \$308,500 for administrative costs, a \$41,500 project reserve set aside for the future "I-680/Monument Boulevard Bicycle and Pedestrian Improvement Feasibility Study", and a \$25,000 contingency. Half of the annual total member jurisdiction dues to TRANSPAC is apportioned equally to the six participating jurisdictions, while the other half is apportioned based on the jurisdictions' share of population and road mileage in the TRANSPAC area. For FY 2023/24, the County member contribution is \$46,588.

### **Transportation Planning Committee for East Contra Costa County (TRANSPLAN)**

TRANSPLAN Committee is the RTPC established for jurisdictions in Eastern Contra Costa. The Department of Conservation and Development provides the administrative support to the TRANSPLAN Committee, pursuant to a joint powers agreement that funds staff time and materials. The budget provides for administrative support to the TRANSPLAN Committee and its technical advisory committee, staff support to represent the Committee before other entities, and the ability to carry out the decisions of the Committee. The budget is funded by equal contributions from the five participating jurisdictions. The total FY 2023/24 TRANSPLAN budget is \$29,094, and the County contribution is \$5,819.

### **Tri-Valley Transportation Council (TVTC)**

TVTC, consisting of Contra Costa County and Alameda County jurisdictions in the Tri-Valley area, adopted a Joint Exercise of Powers (JEP) agreement in 2013, formally establishing it as an independent entity. Responsibility for administrative support rotates every two years among the participating jurisdictions. The TVTC budget for FY 2023/24 is \$76,200. Budget revenues are generated from an average annual 1% "set aside" of the subregional transportation development impact fees and cover the agency's normal operating expenditures. Thus, the County does not contribute to TVTC.

## **West Contra Costa Transportation Advisory Committee (WCCTAC)**

WCCTAC is the RTPC established for jurisdictions and transit agencies in West Contra Costa. WCCTAC has its own dedicated staff, headed by an executive director. WCCTAC's full budget consists of the budget for WCCTAC Operations (Advisory Committee), WCCTAC Traffic Demand Management (TDM), WCCTAC Sub-regional Transportation Mitigation Program (STMP), and "Other Reimbursable (Special Projects)". The FY 2023/24 full budget for WCCTAC is \$8,260,422. Member jurisdiction dues support WCCTAC Operations. WCCTAC consists of nine member jurisdictions, each with one seat/vote, except the City of Richmond, which has three, for eleven total seats/votes. The member jurisdiction dues are determined by dividing the WCCTAC Operations budget (after deductions from other funding sources) by the number of seats held; therefore, the County pays one-eleventh (9.1%) of WCCTAC's Operations budget. The FY 2023/24 Operations budget for WCCTAC is \$688,084, and the County member contribution is \$54,494.

### CONSEQUENCE OF NEGATIVE ACTION:

If not accepted, County staff will have no direction on how to fulfill fiscal and policy obligations relative to funding the Congestion Management Agency and the Regional Transportation Planning Committees.

### ATTACHMENTS

Exhibit A - CMA & RTPC FY23-24 Budget Report

## Exhibit A

Agency/Committee	Budget									
	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Contra Costa Transportation Authority (Total Budget)	\$278,901,231	\$253,753,595	\$209,939,317	\$184,508,140	\$243,858,989	\$240,621,444	\$205,223,483	\$174,388,333	\$178,410,527	\$217,737,959
Contra Costa Transportation Authority (CMA Budget)	\$6,217,043	\$7,357,983	\$5,014,681	\$3,460,131	\$3,596,517	\$3,350,767	\$3,607,773	\$5,216,899	\$6,813,668	\$8,542,918
Southwest Area Transportation Committee (SWAT)	\$0	\$34,250	\$32,500	\$24,375	\$30,875	\$33,700	\$33,700	\$42,330	\$33,700	\$48,735 <sup>A</sup>
TRANSPAC (Central County)	\$190,440	\$204,222	\$204,222	\$449,956	\$473,733	\$503,556	\$406,500	\$343,500	\$345,500	\$375,000
TRANSPLAN (East County)	\$20,252	\$35,945	\$34,546	\$23,000	\$31,000	\$28,285	\$54,043	\$34,822	\$6,840	\$29,094
Tri-Valley Transportation Council (TVTC) <sup>F</sup>	\$205,800	\$117,603	\$98,233	\$55,500	\$161,000	\$166,000	\$256,440	\$159,010	\$60,200	\$76,200
West Contra Costa Transportation Advisory Committee (WCCTAC)	\$1,212,194	\$2,659,143	\$4,705,907	\$4,002,460	\$6,242,704	\$5,011,796	\$4,662,624	\$8,448,556	\$8,604,654	\$8,260,422
<b>Grand Total<sup>B</sup></b>	<b>\$280,529,917</b>	<b>\$256,804,758</b>	<b>\$215,014,725</b>	<b>\$189,063,431</b>	<b>\$250,798,301</b>	<b>\$246,364,781</b>	<b>\$210,636,790</b>	<b>\$183,416,551</b>	<b>\$187,461,421</b>	<b>\$226,527,410</b>

Agency/Committee	County Contribution									
	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Contra Costa Transportation Authority (CMA Budget)	\$79,682	\$101,715	\$188,652	\$193,431	\$182,532	\$196,249	\$96,573	\$144,576	\$217,298	\$139,823 <sup>C</sup>
Southwest Area Transportation Committee (SWAT)	\$0 <sup>D</sup>	\$5,708	\$5,417	\$4,063	\$5,146	\$5,617	\$5,617	\$7,055	\$5,617	\$8,123 <sup>A</sup>
TRANSPAC (Central County)	\$29,534	\$31,867	\$31,867	\$35,196	\$34,503	\$34,539	\$32,245	\$37,822	\$42,884	\$46,588
TRANSPLAN (East County)	\$0 <sup>E</sup>	\$7,189	\$6,909	\$2,495	\$6,200	\$5,263	\$10,809	\$2,310	\$1,368	\$5,819
Tri-Valley Transportation Council (TVTC) <sup>F</sup>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
West Contra Costa Transportation Advisory Committee (WCCTAC)	\$36,675	\$36,675	\$39,675	\$42,772	\$47,049	\$48,930	\$48,930	\$49,644	\$51,889	\$54,494
<b>Grand Total</b>	<b>\$145,891</b>	<b>\$183,154</b>	<b>\$272,520</b>	<b>\$277,956</b>	<b>\$275,430</b>	<b>\$290,598</b>	<b>\$194,174</b>	<b>\$241,407</b>	<b>\$319,056</b>	<b>\$254,847</b>

<sup>A</sup> FY 2023/24 SWAT budget and County contribution are estimates and subject to change. Jurisdictions are charged actual costs, which are identified at the end of the fiscal year.

<sup>B</sup> The calculation for the Grand Total does not include the Contra Costa Transportation Authority CMA Budget figure. It is already included in the CCTA Total Budget.

<sup>C</sup> County contribution to the Contra Costa Transportation Authority CMA Budget is an estimate and subject to change due to fluctuating federal and state revenue that offset local contributions.

<sup>D</sup> SWAT member agencies were not billed in FY 2014/15.

<sup>E</sup> TRANSPLAN had a sufficient carryover balance from FY 2013/14 to cover the FY 2014/15 budget.

<sup>F</sup> No County contributions. TVTC budget is covered by a 1% administration set-aside in the sub-regional fee program.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: August 15, 2023

**Subject:** COUNTY RESPONSE TO CIVIL GRAND JURY REPORT 2303: "Voter Outreach, The Voter Guide & Election Security"

---

**RECOMMENDATION(S):**

ADOPT report prepared by the County Administrator and the Clerk-Recorder as the Board of Supervisors' response to Contra Costa Civil Grand Jury Report No. 2303, entitled "Voter Outreach, The Voter Guide & Election Security", and DIRECT the Clerk of the Board to transmit the Board's response to the Superior Court no later than September 4, 2023.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The 2022/23 Civil Grand Jury filed the above-referenced report, attached, which was received by the Board of Supervisors and the Clerk-Recorder on June 6, 2023 and subsequently referred to the County Administrator and the Clerk-Recorder, who prepared the attached response that clearly specifies:

1. Whether the finding or recommendation is accepted or will be implemented;
2. If a recommendation is accepted, a statement as to who will be responsible for implementation and a definite target date;
3. A delineation of the constraints if a recommendation is accepted but cannot be implemented within a six-month period; and
4. The reason for not accepting or adopting a finding or recommendation.

The subject of Civil Grand Jury Report No. 2303, "Voter Outreach, The Voter Guide & Election Security" (Report) is the effectiveness of the County's voter outreach efforts, voter guide requirements related to candidates and ballot measures, and election security. The Report concluded with eight findings and four recommendations.

Attached are the proposed responses to the findings and recommendations. The California Penal Code specifies that the Board of Supervisors must forward its response to the Superior Court no later than September 4, 2023 (90 days from receipt). The Clerk-Recorder previously responded directly to the Superior Court, as required by statute.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Kristin Connelly, 925-335-7897

By: , Deputy

cc:

ATTACHMENTS

County Response to Civil Grand Jury Report 2303, "Voter Outreach, The Voter Guide & Election Security"

Civil Grand Jury Report 2303, "Voter Outreach, The Voter Guide & Election Security"

**BOARD OF SUPERVISORS RESPONSE TO REPORT 2023  
BY THE 2022-23 CONTRA COSTA COUNTY CIVIL GRAND JURY**

The Board of Supervisors appreciates the Grand Jury's well-researched, comprehensive evaluation of the state of Election Security, Voter Outreach, and the Voter Guide in Contra Costa County. We thank the Grand Jury for the consideration and respect demonstrated to the elections staff, elections volunteers, and operations during its evaluation process.

**FINDINGS**

**F1. The elections division outreach efforts using CBOs in the months before the 2020 general election had a measurable impact on voter participation in those areas where resources were deployed.**

*F1 Response. The respondent agrees with the finding. Look for additional information on outreach efforts in the County's response to Recommendation No. 2.*

**F2. For those cities targeted by the elections division's CBO outreach program, voter participation was 15% above the overall county increase from 2018 to 2020.**

*F2 Response. The respondent agrees with the finding. Look for additional information on outreach efforts in the County's response to Recommendation No. 2.*

**F3. The elections division reaches out to the public using online "how to" videos on their website, including videos describing the many ways to cast your vote, how elections are certified, and how you can research candidates and measures.**

*F3 Response. The respondent agrees with the finding.*

**F4. The elections division provides a candidate guide for potential candidates that describes the process of running for an elected office within the county.**

*F4 Response. The respondent agrees with the finding.*

**F5. A candidate is not required to submit a candidate statement for the voter guide.**

*F5 Response. The respondent agrees with the finding.*

**F6. The elections division levies a fee for the candidate statement in the voter guide, to offset printing and distribution costs.**

*F6 Response. The respondent agrees with the finding.*

**F7. The fee for a candidate statement ranges from a few hundred to a few thousand dollars, depending on the number of voter guides printed with that candidate's information.**

*F7 Response. The respondent agrees with the finding.*

**F8. The elections division has implemented safeguards to prevent physical and cyber security breaches as well as unauthorized, fraudulent, and duplicate ballots.**

*F8 Response. The respondent agrees with the finding.*

## **RECOMMENDATIONS**

**R1. The grand jury recommends that the elections division continue to seek out and apply for grant funding for voter outreach efforts including mailers, community meetings and telephone outreach.**

*R1 Response. This recommendation has been implemented. Being selected as one of just sixteen Centers for Election Excellence for 2023-24 will result in nearly \$2 million in new one-time funding. Part of this funding likely will be spent on increasing voter outreach.*

**R2. The grand jury recommends that the elections division establish a means to quantify (measure) the impact of outreach efforts on voter registration and participation and make those results available to the public after each major election via its website.**

*R2 Response. The recommendation requires further analysis. Leadership at every level of the Election Division is committed to developing quantifiable measures of their outreach efforts on voter registration and participation that can be shared with the public. To make the measures meaningful, it will be important to control for the impact of automatic voter registration through the Department of Motor Vehicles implemented statewide in 2018, as well as the differences in participation during gubernatorial and presidential election cycles. The Clerk-Recorder is investing in additional GIS resources before the 2024 election to ensure that its registration efforts are targeted at underserved and under-registered parts of the county as part of the department's commitment to equity.*



**R3. The grand jury recommends that the fees for providing candidate statements in the voter guide be eliminated to promote candidate transparency.**

*R3 Response. The recommendation will not be implemented because it is not reasonable. The County incurs significant costs to publish candidate statements in the voter guide. The California Elections Code authorizes the County to recover costs by charging fees for providing candidate statements in the voter guide.*

*Both Los Angeles County and Santa Cruz County offer candidates the option of including a statement in the online only version of the Voter Information Guide for a significantly lower fee because it does not incur printing costs. The Election Division staff will explore the feasibility of implementing this change on an appropriate timeline.*

**R4. The grand jury recommends that the elections division add a video to its website describing the physical and cyber security measures it employs to safeguard facilities, ballots, and election data.**

*R4 Response. The recommendation has been partially implemented. The Department has a video from 2020 about election security available on its YouTube Channel [here](#) and intends to create new videos for publication in 2024. The Department is committed to producing videos and other outreach tools to describe its security measures in a way that instills confidence while not undermining elections security. The Department is also participating in a public information campaign of the 11-county Bay Area Votes coalition to effectively communicate why voters should be confident that their votes will count.*

Grand Jury

Contra  
Costa  
County

725 Court Street  
P.O. Box 431  
Martinez, CA 94553-0091



June 1, 2023

Monica Nino  
Contra Costa County  
1025 Escobar Street  
Martinez, CA 94553

Dear Monica Nino:

Attached is a copy of Grand Jury Report No. 2303, "Voter Outreach, The Voter Guide & Election Security" prepared by the 2022-2023 Contra Costa County Civil Grand Jury

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Roberts", is written over a faint blue line.

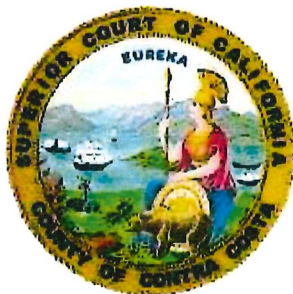
Cynthia Roberts, Foreperson  
2022-2023 Contra Costa County Civil Grand Jury

Enclosure



# **The Contra Costa County Elections Division**

## **Voter Outreach, The Voter Guide & Election Security**



**2022 – 2023  
Contra Costa County  
Civil Grand Jury  
Report 2303  
May 22, 2023**

A REPORT BY  
THE 2022-2023 CONTRA COSTA COUNTY CIVIL GRAND JURY  
725 Court Street  
Martinez, California 94553

Report 2303

# The Contra Costa County Elections Division

## Voter Outreach, The Voter Guide & Election Security

APPROVED BY THE GRAND JURY

Date 5-21-2023



CYNTHIA ROBERTS  
GRAND JURY FOREPERSON

ACCEPTED FOR FILING

Date 5/24/23



Hon. JILL C. FANNIN  
JUDGE OF THE SUPERIOR COURT

Contact: Cynthia Roberts  
Foreperson  
(925) 608-2621

Contra Costa County Grand Jury Report 2303

# **The Contra Costa County Elections Division**

## **Voter Outreach, The Voter Guide & Election Security**

**TO: Contra Costa County Clerk-Recorder**

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# The Contra Costa County Elections Division

## Voter Outreach, The Voter Guide & Election Security

### SUMMARY

The 2022 – 2023 civil grand jury completed an investigation of the Contra Costa County (the County) elections division, investigating several topics including:

- the effectiveness of their voter outreach efforts,
- voter guide requirements related to candidates and ballot measures, and
- election security.

The county elections division is responsible for managing all elections within the county. These can be presidential general elections, which include candidates for president, the U.S. Senate, and members of the House of Representatives. State offices are also included including candidates for governor, the state Legislature, and other state offices such as lieutenant governor, and attorney general. There are also mid-term elections, which may include some of the above offices, and special elections that may be held to recall, or to fill a vacancy of, an elected official.

The ballot will also contain local elections, such as candidates for county supervisors, judges, mayors, city council members, and special district boards. Included on the ballot are various initiatives, measures, referendums, and propositions. These items can be at a statewide, county, or municipal level and can include initiatives on a variety of topics. Local measures can include school bonds, funding for fire districts, and open space preservation, among other things.

The elections division also promotes voter outreach programs, encouraging citizens to register to vote, and conveying to existing voters the importance of participating in the election process. The elections division is also charged with educating voters on the many ways in which they can cast their ballots. Whether that is in-person on election day or in advance via mail-in ballot or depositing ballots at drop boxes located throughout the county. They are also responsible for pre-election activities such as providing guidelines and due dates to candidates seeking office, and information for entities such as cities, counties and school districts seeking to place initiatives on the ballot. They are responsible for creating and publishing the voter guide, printing, and mailing ballots, counting the ballots, certifying the election, reporting election results, and ensuring the election process is secure.

The grand jury investigated all these activities during our term. We found the elections division personnel to be both professional and cooperative throughout our investigation, and we are pleased to report our findings and recommendations to the citizens of Contra Costa County.

## METHODOLOGY

### *Documents*

The grand jury issued a Request for Information (RFI) to the elections division inquiring about the process and guidelines to place candidate information, measures, and initiatives in the voter guide and on the ballot.

The Grand Jury reviewed the California Elections Code, the Candidate Guide, and the Measure Argument Guide that the elections division provides to office seekers, counties, school districts and special districts, providing instructions on how to place information on the ballot.

We reviewed the outreach efforts of several community groups, funded by a nonprofit grant that was overseen by the elections division, focused on increasing new voter registration and the participation of registered voters in the county.

### *Site Tours*

On election night in November 8, 2022, several grand jurors toured the elections division headquarters, warehouse, ballot counting facility, and a local precinct. We observed security measures, signature and ballot verification methods, storage, and ballot collection efforts.

### *Interviews*

The grand jury interviewed several elections division officials and others with information specific to our investigation. On election night we asked questions of volunteers, election division employees, and members of the media.



# The Contra Costa County Elections Division

## Voter Outreach, The Voter Guide & Election Security

### BACKGROUND

Our investigation sought to determine if the voter outreach programs deployed in the months before the 2020 general election had a measurable impact on voter registration and participation compared to the 2018 general election.

The elections division's outreach efforts were in partnership with community-based organizations (CBOs) based in West County, including Richmond and San Pablo, East County cities including Antioch, Brentwood, Oakley, and Pittsburg, and in unincorporated areas such as Bethel Island. Central and South County areas, including Danville and San Ramon, were also included in the outreach.

The CBOs included approximately 25 faith based, ethnic, youth, women, family justice, elderly, visually impaired, and affordable housing advocates across the county. They provided voter education, assistance with registration, and promoted the importance of voting to increase voter participation and inclusion. In total, per the elections division, the organizations contacted approximately 385,000 citizens throughout the county. This represents approximately one third of the county population.

We also sought to understand what information is required of a candidate to be placed on the ballot and what information is required of a city, school district, or special district to have a measure placed on the ballot and be included in the voter guide.

We also observed the elections division's operations on election night in November 8, 2022 and investigated safeguards put in place to collect, secure, and count voter ballots.

# The Contra Costa County Elections Division

## Voter Outreach, The Voter Guide & Election Security

### DISCUSSION

#### VOTER OUTREACH

Regarding voter registration and participation, we compared the 2018 general election to the 2020 general election to measure the elections division's voter outreach efforts.

**Table 1** shows registered voters, compared to votes cast, for the last two major elections. The cities in **BOLD** represent the areas that were targeted by CBOs as part of the election division's outreach efforts in the months prior to the 2020 general election. The outreach was funded by a grant from the Center for Tech and Civic Life (CTCL). The CBO outreach efforts included door to door visits, mailers, phone calls, and community events.

Almost every city targeted by the outreach program showed an increase from 2018 to 2020 in registered voters and votes cast compared to the county average of 13% and 40% respectively.

**Table 1 – County Voter Registration and Participation 2018 and 2020**

Area	2018 GENERAL ELECTION			2020 GENERAL ELECTION			2018 to 2020 CHANGES	
	Registered Voters	Votes Cast	Percentage of Participation	Registered Voters	Votes Cast	Percentage of Participation	Percent Increase in Registered Voters	Percent Increase in Votes Cast
Contra Costa County Overall	619,963	423,348	68%	703,021	591,143	84%	13%	40%
<b>City of Antioch</b>	53,398	30,493	57%	62,394	47,993	77%	17%	57%
<b>City of Brentwood</b>	33,932	22,814	67%	40,127	34,402	86%	18%	51%
City of Clayton	8,017	6,161	77%	8,675	7,820	90%	8%	27%
<b>City of Concord</b>	65,365	43,935	67%	72,952	61,099	84%	12%	39%
Town of Danville	29,827	22,533	76%	32,657	29,485	90%	9%	31%
City of El Cerrito	16,089	12,849	80%	17,502	15,643	89%	9%	22%
<b>City of Hercules</b>	14,510	9,368	65%	16,809	14,316	85%	16%	53%
City of Lafayette	17,918	14,330	80%	19,222	17,325	90%	7%	21%
City of Martinez	23,942	17,583	73%	26,262	22,837	87%	10%	30%
Town of Moraga	10,928	8,663	79%	11,657	10,536	90%	7%	22%
<b>City of Oakley</b>	20,898	12,133	58%	24,987	20,089	80%	20%	66%
City of Orinda	13,950	11,291	81%	15,015	13,584	90%	8%	20%
<b>City of Pinole</b>	11,160	7,715	69%	12,403	10,329	83%	11%	34%
<b>City of Pittsburg</b>	32,622	18,513	57%	38,855	29,622	76%	19%	60%
City of Pleasant Hill	21,471	15,750	73%	23,496	20,519	87%	9%	30%
<b>City of Richmond</b>	51,600	31,880	62%	58,362	45,247	78%	13%	42%
<b>City of San Pablo</b>	10,852	5,687	52%	12,658	9,287	73%	17%	63%
<b>City of San Ramon</b>	41,106	28,853	70%	48,335	42,495	88%	18%	47%
City of Walnut Creek	45,736	35,388	77%	50,072	44,612	89%	9%	26%
<b>Unincorporated Areas</b>	96,642	67,409	70%	110,581	93,903	85%	14%	39%

The elections division also used the grant funds to purchase two remote voting and public engagement trailers. Both were called into service as emergency polling places on Election Day November 3, 2020, and provided continuity of service at polling locations that became unavailable due to Covid-19 concerns.



## The Contra Costa County Elections Division

### Voter Outreach, The Voter Guide & Election Security

The elections division also has a wide selection of educational videos on its website. The videos describe how to register, where to get reliable election news and information, and the available methods to cast a ballot. The site also includes the methods the division uses to count ballots and officially certify the election. A review of these videos shows an average of 50 views per video.

### *THE VOTER GUIDE*

The elections division is also responsible for educating candidates and government entities on how to run for office and place measures on the ballot. The statutes that govern elections in Contra Costa are primarily state laws contained in the California Elections Code and California Government Code. The candidate guide, issued every election by the elections division, provides those running for office with a complete list of deadlines, qualifications for the office and any fees required.

Prospective candidates are required to file a Statement of Qualifications showing they meet the general qualifications for office (e.g., are as U.S. citizens, are registered to vote, reside in the political subdivision they're running in, and have not been convicted of a felony). However, the candidates are not required to submit a candidate statement that describes their background, education, or why they are running for office. In fact, if candidates elect to submit their candidate statement, they can, under the State of California Elections Code, be required to pay a pro rata fee to offset the costs of printing and mailing the voter guide. This cost can range from a few hundred dollars for a school board member, to over \$4,000 to run for a BART director. The cost is based on the number of voter guides distributed that include that candidate.

Many candidates running for office decide not to pay for a candidate statement. Elections officials explained that this may be because they run unopposed or have name recognition and find submitting a candidate statement unnecessary. An analysis of the Contra Costa County Voter Guide for the November 8, 2022 election distributed in Martinez found no candidate statement for at least one candidate running for the following offices: U.S. House of Representatives for District 10, Member of the State Assembly for District 15, and the Mayor of Martinez. At the state level, some candidates for lieutenant governor and the Board of Equalization also chose not to provide candidate statements.

The elections division is also limited to what they can do as far as vetting a candidate's statement. The Elections Code states that "*...any candidate's statement submitted pursuant to Section 13307 shall be limited to a recitation of the candidate's own personal background and qualifications and shall not in any way make reference to other candidates for that office or to another candidate's qualifications, character, or activities*".<sup>1</sup>

If the voter is frustrated by a lack of information about a candidate, measures placed on the ballot often overwhelm the voter with too much information. An example can be found in the Contra Costa County voter guide for Martinez from the November 8, 2022 general election. Measure K was put forth by the Martinez Unified School District asking voters to approve a \$90,000,000 bond issue to modernize and construct school facilities within the district. The measure took up over seven pages in the voter guide and was comprised of: a description of the measure, county

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<sup>1</sup> CA Elec. Code sec. 13308.



## The Contra Costa County Elections Division Voter Outreach, The Voter Guide & Election Security

counsel's analysis, a tax rate statement, an argument in favor, an argument against, a rebuttal to the argument in favor, a rebuttal to the argument against, and finally the full legal text of the measure.

The Elections division does provide a Guide to Filing Measure Arguments for county, cities, school districts and special districts that reference statutes in the state elections code. Measure K complied with those guidelines.

### *ELECTION SECURITY*

On election day, November 8, 2022, grand jurors visited the election division's main office, warehouse facility, and a precinct in Martinez. They observed sheriff's deputies at both the elections office as well as the warehouse intake where ballots arrive. There were security cameras in all areas we visited that contained physical ballots. At least two election workers were present in all areas we observed where ballots are stored and counted. Ballot counting areas were limited to access by key personal via a card key system.

Investigators were also able to interview election employees at a county precinct who explained that there are safeguards in place to prevent someone from submitting more than one ballot. The first ballot scanned is the official ballot and all other attempts to submit a ballot afterwards are flagged by the system and denied. There is a process in which the voter can manually request that the latter ballot be counted instead, due to an error on the voter's part, but this needs to be done in-person with elections staff.

Ballots filled out in person at the precinct are input via a touch screen, however, elections staff demonstrated how they can accommodate a voter who does not want to use the touch screens by providing a paper ballot. Whether a paper ballot is scanned, or the voter submits their ballot in person via the touch screen, it immediately goes into the system and is shown as received. This eliminates the old paper roster system that we're used to seeing at precincts in years past.

All election workers are sworn election officers who take an oath to uphold the State and U.S. Constitutions. They undergo training that includes the security measures employed by the elections division.

Our overall assessment of physical security measures on election day found no areas of concern. The elections division has also implemented election security measures to guard against network breaches and cyber-attacks. This includes ensuring all election voting systems are not connected to the internet or to regular county computer systems. All USB ports on elections computers are sealed and firewalls and virus blocking software are used to prevent unauthorized access to voting systems.

# The Contra Costa County Elections Division

## Voter Outreach, The Voter Guide & Election Security

### Findings and Recommendations

#### *Findings*

- F1. The elections division outreach efforts using CBOs in the months before the 2020 general election had a measurable impact on voter participation in those areas where resources were deployed.
- F2. For those cities targeted by the elections division's CBO outreach program, voter participation was 15% above the overall county increase from 2018 to 2020.
- F3. The elections division reaches out to the public using online "how to" videos on their website, including videos describing the many ways to cast your vote, how elections are certified, and how you can research candidates and measures.
- F4. The elections division provides a candidate guide for potential candidates that describes the process of running for an elected office within the county.
- F5. A candidate is not required to submit a candidate statement for the voter guide.
- F6. The elections division levies a fee for the candidate statement in the voter guide, to offset printing and distribution costs.
- F7. The fee for a candidate statement ranges from a few hundred to a few thousand dollars, depending on the number of voter guides printed with that candidate's information.
- F8. The elections division has implemented safeguards to prevent physical and cyber security breaches as well as unauthorized, fraudulent, and duplicate ballots.

#### *Recommendations:*

- R1. The grand jury recommends that the elections division continue to seek out and apply for grant funding for voter outreach efforts including mailers, community meetings and telephone outreach.
- R2. The grand jury recommends that the elections division establish a means to quantify (measure) the impact of outreach efforts on voter registration and participation and make those results available to the public after each major election via its website.
- R3. The grand jury recommends that the fees for providing candidate statements in the voter guide be eliminated to promote candidate transparency.
- R4. The grand jury recommends that the elections division add a video to its website describing the physical and cyber security measures it employs to safeguard facilities, ballots, and election data.



**The Contra Costa County Elections Division**  
**Voter Outreach, The Voter Guide & Election Security**

**REQUIRED RESPONSES**

As provided by California Penal Code sections 933(b) and 933.05, the 2022-2023 Contra Costa County civil grand jury requires responses from the following governing bodies:

<b>Responding Agency</b>	<b>Findings</b>	<b>Recommendations</b>
Contra Costa County Clerk-Recorder Kristin B. Connelly	F1 – F8	R1 – R4

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to [ctadmin@contracosta.courts.ca.gov](mailto:ctadmin@contracosta.courts.ca.gov) and a hard (paper) copy to:

Civil Grand Jury – Foreperson  
725 Court Street  
**P.O. Box 431**  
Martinez, CA 94553-0091



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

Subject: Tolling Agreement with AT&T

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a tolling agreement with New Cingular Wireless PCS, LLC, (dba AT&T Mobility ("AT&T")) to extend the time through November 28, 2023 to act on wireless facility land use permit application for the facility proposed to be located at 5707 Highland Road in the unincorporated San Ramon area.

**FISCAL IMPACT:**

The applicant is responsible for all related costs.

**BACKGROUND:**

New Cingular Wireless PCS, LLC, dba AT&T Mobility ("AT&T"), filed an application for a land use permit to establish a new wireless telecommunication facility at 5707 Highland Road, San Ramon CA 94583 (County File CDLP22-02051). The wireless telecommunication facility land use permit was filed September 1, 2022. On November 18, 2009, the Federal Communications Commission (the "FCC") released a Declaratory Ruling clarifying Section 332(c)(7) of the Communications Act. The Ruling permits a wireless service provider whose application has been pending for a period of 90 days for collocation applications, and 150 days for all other applications, to seek judicial review within 30 days on the basis that a state or local permitting authority failed to act on the application within "a reasonable time." The Ruling further permits the period for review of an application to be extended by mutual consent. The Department of Conservation and Development and the applicant have agreed that additional time is necessary to complete the environmental review for the project and to act on the project at a public hearing before the Zoning Administrator and, potentially, the County Planning commission. Thus, the subject tolling agreement would extend the time to act on the application to November 28, 2023.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the tolling agreement is not approved, the Federal Communications Commission "shot clock" requirements would require the County to act prescribed by the FCC.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Joseph Lawlor (925)655-2872

By: , Deputy

cc:

ATTACHMENTS

AT&T Mobility Tolling  
Agreement



## TOLLING AGREEMENT

This Tolling Agreement (“Agreement”), dated as of August 15, 2023, is made and entered into by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company d/b/a AT&T Mobility (“AT&T”) and the County of Contra Costa (“County”).

### RECITALS

A. On August 16, 2022, AT&T filed an application with the County for a permit to authorize AT&T to construct wireless telecommunications facilities in the public right-of-way located at 5707 Highland Road, San Ramon CA 94583 (County File CDLP22-02051) (the “Application”). The County has determined that the Application is complete.

B. On November 18, 2009, the Federal Communications Commission (the “FCC”) released a Declaratory Ruling clarifying Section 332(c)(7) of the Communications Act. See *In Re: Petition for Declaratory Ruling to Clarify; Provisions of Section 332(c)(7)(B) to Ensure Timely Siting Review, Etc.*, FCC 09-99 (FCC November 18, 2009) (the “Ruling”); See also 47 CFR 1.6003(c). The Ruling permits a wireless service provider whose application has been pending for a period of 90 days for collocation applications, and 150 days for all other applications, to seek judicial review within 30 days on the basis that a state or local permitting authority failed to act on the application within “a reasonable time.” Ruling, ¶ 45. The Ruling further permits the period for review of an application to be extended by mutual consent. Ruling, ¶ 49.

C. In order to allow the County to act on the Application in an orderly manner, without either party risking the loss of important rights, the parties wish to enter into a tolling agreement.

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that the time period within which the County Zoning Administrator may act on the Application, and within which the County Planning Commission may act on any appeal of the Application, under both California and federal law, shall be extended through November 28, 2023, and that no limitations period under California or federal law for any claim by AT&T of unreasonable or unlawful delay in processing the Application shall commence to run before November 28, 2023.

2. If the County Zoning Administrator has not acted on the Application, and if the County Planning Commission has not acted on any appeal of the County Zoning Administrator’s determinations, by November 28, 2023, this Agreement shall not be construed as an admission by the County that such failure to act is unreasonable or unlawful, nor shall it be construed to waive or otherwise impair the rights of AT&T with respect to any such claim. In addition, this Agreement shall not be construed to waive any claims by the County regarding the validity or applicability of the requirements and deadlines established in the Ruling.

3. This Agreement may be executed in counterparts and facsimile, each of which shall be deemed an original. The individuals whose signatures appear below on behalf of each party are authorized to execute this Agreement on behalf of the respective parties, and to bind them to the terms thereof.

**COUNTY OF CONTRA COSTA**

**NEW CINGULAR WIRELESS  
PCS, LLC  
d/b/a AT&T MOBILITY**

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

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

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

**Subject:** Approve New and Recredentialing Providers in Contra Costa Health Plan’s Community Provider Network

---

**RECOMMENDATION(S):**

APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director, and the Health Services Director on July 14 and 28, 2023, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

**FISCAL IMPACT:**

There is no fiscal impact for this action.

**BACKGROUND:**

The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisor approval must be contained within each Contra Costa Health Plan (CCHP) provider’s credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable the Contra Costa Health Plan to comply with this requirement.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, Contra Costa Health Plan’s Providers would not be appropriately credentialed and not be in compliance with the NCQA.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Sharron A. Mackey, (925)  
313-6004

By: , Deputy

cc:

ATTACHMENTS

7/14/23 and 7/28/23 - Provider  
Lists

**Contra Costa Health Plan**  
**Providers Approved by Medical Director**  
**July 14, 2023**

<b>CREDENTIALING PROVIDERS JULY 2023</b>	
<b>Name</b>	<b>Specialty</b>
Addiego-Hutton, Megan, BCBA	Qualified Autism Provider
Ahn, Peter, BCBA	Qualified Autism Provider
Ansari, Erum, MD	Pediatrics
Enriquez, Maria, LCSW	Mental Health Services
Jordan, Christopher, BCBA	Qualified Autism Provider
Mejias Lafontaine, Emanuel, MD	Surgery - General
Nestico, Kathleen, BCBA	Qualified Autism Provider
Phan, Cattuong, BCBA	Qualified Autism Provider
Powers, Stephen, PA	Mid Level Orthopedic Surgery Assistant
Quevedo, Stacia, BCBA	Qualified Autism Provider
Ramirez, Vanessa, MD	Family Planning
Romo, Alejandra, BCBA	Qualified Autism Provider
Sennewald, Melissa, PT	Physical Therapy
Shah, Ishani, PT	Physical Therapy
Sorby, Blanca, BCBA	Qualified Autism Provider
Swope, Emily, BCBA	Qualified Autism Provider
Talarico, Ross, DPM	Podiatry
Vdovichenko, Dina, BCBA	Qualified Autism Provider
Webster-Longin, Maria, MD	Primary Care Internal Medicine
Zader, Nicolette, OT	Occupational Therapy

<b>CREDENTIALING ORGANIZATIONAL PROVIDERS JULY 2023</b>		
<b>Provider Name</b>	<b>Provide the Following Services</b>	<b>Location</b>
Ardent Hospice Services, Inc.	Hospice	Hayward
Triza Home Health Care	Home Health	Fremont
Universal Home Health, LLC	Home Health	Fremont
Universal Hospice Care, LLC	Hospice	Fremont

Contra Costa Health Plan  
 Providers Approved by Medical Director  
 July 14 and 28, 2023

<b>RECREREDENTIALING PROVIDERS JULY 2023</b>	
<b>Name</b>	<b>Specialty</b>
Alfajara, Pamela, MD	Psychiatry
Brophy, Donald, DC	Chiropractor
Cheitlin, Abigail, NP	Mid-Level Family Planning
Cheng, Ernest, DO	Physical Medicine & Rehabilitation
Cortes-Surdilla, Michelle, MD	Cortes-Surdilla, Michelle, MD
Gendo, Karna, MD	Allergy & Immunology
Johnson, Robert, MD	Ophthalmology
Lujan, Gabriel, DC	Chiropractor
Moghaddam, Amennah, NP	Urgent Care
Okamura, Marian, LCSW	Mental Health Services
Samonte, Kimberly, BCBA	Qualified Autism Provider
Samuels, Kimally, MFT	Mental Health Services
Silva Riordan, Nolli, MD	Surgery – Cardiothoracic
Superfin, Diana, MD	Hematology/ Oncology
Tevrizian, Allyson, MD	Allergy & Immunology
Tong, Wilson., MD	Hematology/ Oncology
Zora, Amy, BCBA	Qualified Autism Provider

<b>RECREREDENTIALING ORGANIZATIONAL PROVIDERS JULY 2023</b>		
<b>Provider Name</b>	<b>Provide the Following Services</b>	<b>Location</b>
Amavi Home Health & Hospice Care Services, Inc.	Home Health/Hospice	Brentwood
Creekside Healthcare Center	Skilled Nursing Facility	San Pablo
DaVita - Fairfield Downtown Dialysis	Dialysis	Fairfield
DaVita - Fremont Dialysis	Dialysis	Fremont
DaVita - San Leandro Marina Dialysis	Dialysis	San Leandro
Fresenius Medical Care - Diablo Brentwood	Dialysis	Brentwood

Contra Costa Health Plan  
 Providers Approved by Medical Director  
 July 14 and 28, 2023

<b>RECREREDENTIALING ORGANIZATIONAL PROVIDERS JULY 2023</b>		
<b>Provider Name</b>	<b>Provide the Following Services</b>	<b>Location</b>
Fresenius Medical Care - Diablo Concord	Dialysis	Pleasant Hill
Fresenius Medical Care - Diablo Central Pittsburg	Dialysis	Pittsburg
Salida Surgery Center Dental Group	Surgery Center	Salida

**Providers Approved by Medical Director  
 July 28, 2023**

<b>CREDENTIALING PROVIDERS JULY 2023</b>	
<b>Name</b>	<b>Specialty</b>
Akimov, Amanda, SLP	Speech Therapy
Allen, Christopher, MD	Wound Care
Avise, Jennifer, MD	Surgery - Vascular
Ball, Sarah, NP	Mid-Level Family Planning
Barr, Ryan, PA	Mid-level Psychiatry
Blaine, Regina, LCSW	Mental Health Services
Castaneda, Catherine, BCBA, MA	Qualified Autism Provider
Chiu, Vivian, BCBA	Qualified Autism Provider
Coaxum, Crystal, BCBA	Qualified Autism Provider
Connis, Elizabeth, BCBA	Qualified Autism Provider
Cummings, Jennifer, BCBA	Qualified Autism Provider
Dayton, Michael, DPT	Physical Therapy
DeGuzman, Conrad, BCBA, MS	Qualified Autism Provider
Di Gregorio, Allison, BCBA, M.Ed	Qualified Autism Provider
Doughty, Frances, LMFT	Mental Health Services
Forsberg, Michael, BCBA	Qualified Autism Provider
Foster, Benica, ACSW	Mental Health Services
Golden, Sheri, PA	Mid-level Gastroenterology
Inloes, Allison, OT	Occupational Therapy
Javier, Elena, OT	Occupational Therapy
Khosrawi, Sweetea, LPCC	Mental Health Services
Lestari, Irene, OT	Occupational Therapy
Losli, Dustin, SLP	Speech Therapy

Contra Costa Health Plan  
 Providers Approved by Medical Director  
 July 14 and 28, 2023

<b>CREDENTIALING PROVIDERS JULY 2023</b>	
<b>Name</b>	<b>Specialty</b>
Moore, Courtney, BCBA	Qualified Autism Provider
Ngouchi-Ordonez, Chiko, BCBA	Qualified Autism Provider
Sarinana, Elizabeth, LCSW	Mental Health Services
Sazgar, Susan, MD	Pulmonary Disease
Shin, Jennifer, BCBA	Qualified Autism Provider
Soto, David, MD	Interventional Radiology
Stromback, Jordyn, SLP	Speech Therapy
Takeshima, Philicia, BCBA, M.Ed	Qualified Autism Provider
Tiano, Kathryn, PA	Mid Level Family Planning
Toma, Marissa, MD	Surgery - Vascular
Torgersen, Naomi, MD	Wound Care
Travers, Danielle, BCBA	Qualified Autism Provider
Tsou, Gee, PA	Mid-Level Nephrology

<b>CREDENTIALING ORGANIZATIONAL PROVIDERS JULY 2023</b>		
<b>Provider Name</b>	<b>Provide the Following Services</b>	<b>Location</b>
Axis Care Management	Community Supports	Rocklin
Home Now Healthcare Services	Home Health	American Canyon
Home Safety Services	Community Supports	Burlingame
ModifyHealth	Community Supports	Alpharetta, GA





Contra  
Costa  
County

To: Board of Supervisors  
From: Thomas L. Geiger, County Counsel  
Date: August 15, 2023

**Subject:** Conflict of Interest Code for the Contra Costa Transportation Authority

---

**RECOMMENDATION(S):**

APPROVE amended Conflict of Interest Code for the Contra Costa Transportation Authority ("Authority"), including the list of designated positions.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Authority has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code sectionS 87306 and 87306.5.

The changes include an updated list of positions designated to file conflict of interest statements, including the addition and deletion of positions and an updated disclosure category assignment for another position. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the Authority. A red-lined version of the Conflict of Interest Code is attached as Exhibit B.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

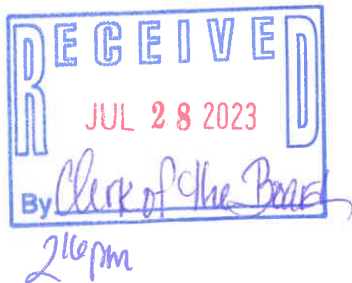
Contact: Kurtis C. Keller, Deputy County Counsel, (925) 655-2200

By: , Deputy

ATTACHMENTS

Exhibit A - Conflict of Interest Code for the Contra Costa Transportation Authority

Exhibit B - Conflict of Interest Code for the Contra Costa Transportation Authority



**CONFLICT OF INTEREST CODE  
OF THE  
CONTRA COSTA TRANSPORTATION AUTHORITY**

**(Amended June 21, 2023)**

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 (attached) and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Contra Costa Transportation Authority (the "Authority")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Authority's Clerk of the Board** as the Authority's Filing Officer. The **Authority's Clerk of the Board** shall make and retain a copy of all statements filed by the Commissioners, Alternates, and Executive Director, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Contra Costa. The **Authority's Clerk of the Board** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

**APPENDIX**  
**CONFLICT OF INTEREST CODE**  
**OF THE**  
**CONTRA COSTA TRANSPORTATION AUTHORITY**

**(Amended June 21, 2023)**

**PART "A"**

Authority Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3(b), are NOT subject to the Authority's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are Authority Officials who manage public investments<sup>1</sup>. These positions are listed here for informational purposes only.

Commissioners and Alternates, including Ex-Officios  
Chief Financial Officer  
Financial Consultant

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<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

**DESIGNATED POSITIONS**  
**GOVERNED BY THE CONFLICT OF INTEREST CODE**

<b><u>Designated Positions</u></b> <b><u>Title or Function</u></b>	<b><u>Disclosure Category</u></b> <b><u>Assigned</u></b>
Associate Engineer	2, 3, 5
Associate Transportation Analyst	2, 3, 5
Associate Transportation Planner	2, 3, 5
Contracts Manager	3, 4, 5, 6, 7
Deputy Executive Director, Planning	1, 2
Deputy Executive Director, Projects	1, 2
Director, Administrative Services	4
Director, Construction	2, 3, 5
Director, External Affairs	1, 2
Director, Mobility Programs	2, 5, 6, 7
Director, Projects	2, 3, 5
Director, Planning	1, 2
Director, Programming	2, 3, 5
Engineering Manager	2, 3, 5
Executive Director	1, 2
Finance Manager	4
General Counsel	1, 2
Programs Manager	2, 5, 6, 7
Senior Engineer	2, 3, 5
Senior Transportation Planner	2, 3, 5

**Designated Positions**  
**Title or Function**

**Disclosure Category**  
**Assigned**

**Members of Boards, Committees & Commissions**

Bus Transit Coordinating Committee	2, 4, 5, 6, 7
Citizen Advisory Committee	1, 2
Countywide Bicycle and Pedestrian Advisory Committee	2, 5, 7
Paratransit Coordinating Council	5, 7
Regional Transportation Planning Committee	1, 2
Technical Coordinating Committee	1, 2

Consultants and New Positions<sup>2</sup>

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<sup>2</sup> Individuals serving as a consultant as defined in FPPC Reg 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

## PART "B"

### DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which they are assigned.<sup>3</sup> "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, that do business or own real property within the jurisdiction of the Authority.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the Authority.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Authority.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Authority.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

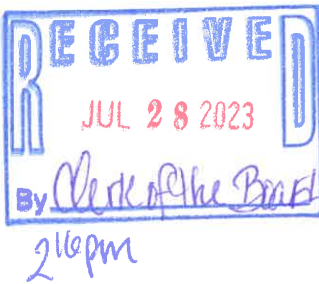
Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through the Authority or its subdivisions.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, of the type to receive program funds from the Authority or its subdivisions, or participate in any Authority programs or projects.

Category 8: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, if such entities or sources have filed claims against the Authority in the past 2 years, or have a claim pending before the Authority.

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<sup>3</sup> This Conflict of Interest Codes does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



**CONFLICT OF INTEREST CODE  
OF THE  
CONTRA COSTA TRANSPORTATION AUTHORITY**

(Amended ~~September 21, 2022~~ June 21, 2023)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 (attached) and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Contra Costa Transportation Authority (the "Authority")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Authority's Clerk of the Board** as the Authority's Filing Officer. The **Authority's Clerk of the Board** shall make and retain a copy of all statements filed by the Commissioners, Alternates, and Executive Director, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Contra Costa. The **Authority's Clerk of the Board** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)



**APPENDIX**  
**CONFLICT OF INTEREST CODE**  
**OF THE**  
**CONTRA COSTA TRANSPORTATION AUTHORITY**

(Amended ~~September 21, 2022~~ June 21, 2023)

**PART "A"**

Authority Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3(b), are NOT subject to the Authority's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are Authority Officials who manage public investments<sup>1</sup>. These positions are listed here for informational purposes only.

Commissioners and Alternates, including Ex-Officios  
Chief Financial Officer  
Financial Consultant

**DESIGNATED POSITIONS**  
**GOVERNED BY THE CONFLICT OF INTEREST CODE**

<b><u>Designated Positions</u></b> <b><u>Title or Function</u></b>	<b><u>Disclosure Category</u></b> <b><u>Assigned</u></b>
Associate Engineer	2, 3, 5

<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

<u>Designated Positions Title or Function</u>	<u>Disclosure Category Assigned</u>
Associate Transportation Analyst	2, 3, 5
Associate Transportation Planner	2, 3, 5
<u>Contracts Manager</u>	<u>3, 4, 5, 6, 7</u>
Deputy Executive Director, Planning	1, 2
Deputy Executive Director, Projects	1, 2
Director, Administrative Services	4
Director, Construction	2, 3, 5
Director, External Affairs	1, 2
Director, Mobility Programs	2, 5, <u>6, 7</u>
Director, Projects	2, 3, 5
Director, Planning	1, 2
Director, Programming	2, 3, 5
<del>Director, Programs</del>	<del>2, 5, 6</del>
Engineering Manager	2, 3, 5
Executive Director	1, 2
Finance Manager	4
General Counsel	1, 2
<u>Programs Manager</u>	<u>2, 5, 6, 7</u>
Senior Engineer	2, 3, 5
Senior Transportation Planner	2, 3, 5
<b><u>Members of Boards, Committees &amp; Commissions</u></b>	
Bus Transit Coordinating Committee	2, 4, 5, 6, 7
Citizen Advisory Committee	1, 2

**Designated Positions**  
**Title or Function**

**Disclosure Category**  
**Assigned**

Countywide Bicycle and Pedestrian Advisory Committee	2, 5, 7
Paratransit Coordinating Council	5, 7
Regional Transportation Planning Committee	1, 2
Technical Coordinating Committee	1, 2

**Consultants and New Positions<sup>2</sup>**

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<sup>2</sup> Individuals serving as a consultant as defined in FPPC Reg 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

## PART "B"

### DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which they are assigned.<sup>3</sup> "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, that do business or own real property within the jurisdiction of the Authority.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the Authority.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Authority.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Authority.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through the Authority or its subdivisions.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, of the type to receive program funds from the Authority or its subdivisions, or participate in any Authority programs or projects.

Category 8: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, if such entities or sources have filed claims against the Authority in the past 2 years, or have a claim pending before the Authority.

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<sup>3</sup> This Conflict of Interest Codes does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 15, 2023

**Subject:** Solid Waste and Recycling Collection Services in the Unincorporated Areas Served by Richmond Sanitary Service

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**RECOMMENDATION(S):**

1. APPROVE the Spending Plan for Reserve Funding allocated to County from West Contra Costa Integrated Waste Management Authority (Attachment 1).
2. APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute the Third Amendment to the Franchise Agreement between Contra Costa County and Richmond Sanitary Service (RSS) (Attachment 2), which extends the Agreement through December 31, 2024, and replaces several Exhibits and adds two new Exhibits.
3. AUTHORIZE the Conservation and Development Director, or designee to expend Supplemental Funding in accordance with the Spending Plan for Reserve Funding allocated to the County from West Contra Costa Integrated Waste Management Authority and the Third Amendment.
4. DIRECT the Conservation and Development Director, or designee, to participate in negotiating meetings called for in the Third Amendment.
5. FIND that the Spending Plan and Third Amendment are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA guidelines, as the Spending Plan and Third Amendment will not cause potentially significant impacts on the environment.
6. DIRECT the Conservation and Development Director, or designee, to file a CEQA Notice of Exemption with the County Clerk.
7. DIRECT the Conservation and Development Director, or designee, to arrange for payment of the \$50 handling fee to the County Clerk for filing the Notice of Exemption.

**FISCAL IMPACT:**

There is no impact to the County General Fund. The costs for County staff time spent administering the Franchise Agreement with RSS, and any related consulting services are covered by solid waste/recycling collection franchise fees.

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

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Justin Sullivan, (925) 655-2914

By: , Deputy

cc:

## BACKGROUND:

In October 1993, the County entered into a Franchise Agreement with RSS which was amended in 1994 and again in 2013. The Franchise Agreement grants RSS the exclusive right to collect solid waste, recyclables and organics within the designated RSS service area. The service area includes the following eight (8) unincorporated communities, which are all located in Supervisorial District I, with the exception of a portion of Alhambra Valley located in District V:

1. Alhambra Valley (partial)
2. Bayview
3. East Richmond Heights
4. El Sobrante
5. Montalvin Manor
6. North Richmond
7. Rollingwood
8. Tara Hills

On October 23, 2018, the County Board of Supervisors adopted Resolution 2018/539 to disburse reserve funds from the West Contra Costa Integrated Waste Management Authority (WCCIWMA) to the County. Subsequently on June 11, 2019, the County Board of Supervisors also adopted Resolution 2019/160 to disburse additional reserve funds from the WCCIWMA. These funds are collectively referred to as Supplemental Funding. The combined total amount of Supplemental Funding provided to the County is \$704,783.62. The County's Supplemental Funding is required to be used to further the purpose and services of the WCCIWMA. This includes any use that relates to solid waste or recycling services, or waste reduction, such as litter pickup or recycling education. Concurrent with resolution adoptions, the Board directed staff to return and present a funding allocation plan (Spending Plan), identifying recommended allowable uses, which is included as Attachment 1. The Spending Plan provides a means to pay for specified on-call services (Activities 1 & 2) and offset specified rate increases for customers served by RSS (Activity 3) under the Franchise Agreement with RSS consistent with requirements outlined in the resolutions.

The current Franchise Agreement with RSS continues through October 11, 2023. The purpose of this Third Amendment is to (i) authorize Supplemental Funding to be used by County to reimburse RSS for costs incurred to provide bulky item pickups for the period February 1, 2018, through December 31, 2019, and for costs incurred to provide right-of-way cleanups for the period beginning on February 1, 2018, and continuing until such costs are included in rates charged to customers; (ii) authorize Supplemental Funding to be used to pay RSS's Deferred 2019 Compensation; (iii) extend the term of the Agreement through December 31, 2024; (iv) add provisions concerning the mutual obligation of the County and RSS to meet and confer on a monthly basis during the extension term to negotiate in good faith for a longer term extension of this Agreement; (v) add exhibits and delete outdated exhibits; (vi) update addresses in the notice provision; and (vii) revise other assorted provisions. There are no service changes in this Third Amendment. The two new Exhibits H and I are described in more detail below.

Exhibit H authorizes Supplemental Funding to be used by the County as the source to compensate RSS for specified on-call services performed since February 1, 2018, that were not funded by the collection rates. This includes costs incurred to provide bulky item pickups for the period of February 1, 2018, through December 31, 2019, and for costs incurred to provide right-of-way cleanups for the period beginning on February 1, 2018, and continuing until such costs are included in rates charged to customers.

Exhibit I is a list of topics to be discussed during negotiation meetings with RSS. Effective on October 12, 2023, and for the remainder of the term, the Third Amendment requires the parties to regularly meet, at least once per month and more frequently as needed, for the purpose of conducting good faith negotiations to reach full agreement on or before December 31, 2024, on the terms of an extended agreement for solid waste collection and post-collection handling services. Topics to be discussed will include, but are not necessarily limited to, the topics set forth in Exhibit I. Staff recommends the Board identify the Director of Conservation and Development, or designee as the person(s) responsible for participating in the negotiation meetings (Recommendation # 4).

## CONSEQUENCE OF NEGATIVE ACTION:

After October 11, 2023, solid waste and recycling collection services in the unincorporated West County area currently served by RSS would no longer be regulated under a franchise agreement as required by County Code Chapter 418-7.

## ATTACHMENTS

WCCIWMA Reserve Spending Plan

Third Amendment to the County/Richmond Sanitary Service Franchise Agreement

# SPENDING PLAN FOR Reserve Funding Allocated to County from West Contra Costa Integrated Waste Management Authority

On October 23, 2018, the County Board of Supervisors adopted Resolution 2018/539 to disburse reserve funds from the West Contra Costa Integrated Waste Management Authority (WCCIWMA) to the County in the amount of \$659,481. Subsequently on June 11, 2019, the County Board of Supervisors also adopted Resolution 2019/160 to disburse additional reserve funds from the WCCIWMA totaling \$45,302.62. The combined total amount of reserve funds provided to the County is \$704,783.62. All reserve funds provided to the County and allocated under this Spending Plan are required to be used to further the purpose of the WCCIWMA. This includes any use, which relates to solid waste or recycling services, or waste reduction, such as litter pickup or recycling education.

Funding allocation amounts below only include a portion of the total \$704,783.62. Reserve funds allocated for activities # 1-3 listed below is intended to be used as Supplemental Funding pursuant to the terms of the Third Amendment to the Franchise Agreement between Richmond Sanitary Service (RSS) and the County. The remaining \$116,911.18 shall be allocated by the Board of Supervisors in the future. Funding allocation amounts for each activity and corresponding time periods are specified in the Budget Table below.

### Spending Plan Budget Table

Activity #	Spending Plan Activities	Maximum Allocation Amount	%
1	a. Pick-up Illegal Dumping from the Right-of-Way <i>(February 1, 2018 – December 31, 2019)</i>	\$69,779.94	11.87%
	b. Pick-up Illegal Dumping from the Right-of-Way <i>(January 1, 2020 – December 31, 2022)</i>	\$166,446.71	28.31%
	c. Pick-up Illegal Dumping from the Right-of-Way <i>(January 1, 2023 – December 31, 2024)</i>	\$220,000.00	37.42%
2	On-Call Residential Bulky Item and E-Waste Collection <i>(February 1, 2018 – December 31, 2019)</i>	\$95,860.67	16.31%
3	Rate Stabilization <i>(August 26, 2019 – December 31, 2019)</i>	\$35,785.12	6.09%
<b>Total Spending Plan Budget</b>		<b>\$587,872.44</b>	<b>100.00%</b>

## ACTIVITIES AUTHORIZED TO BE FUNDED

- 1. Right-Of-Way Pick-up of Solid Waste and Recyclable Material:** RSS to provide supplemental service within the County RSS Franchise area to remove Solid Waste and Recyclable Material from specified locations in the County rights-of-way on an on-call basis.
- 2. On-Call Bulky Item and E-Waste Collection:** RSS provided supplemental service within the County RSS Franchise area for additional on-call bulky item and e-waste collection services for the period of February 1, 2018 through December 31, 2019.
- 3. Rate Stabilization:** Funding to be used to pay rate stabilization shortfall in order to offset a portion of 2017 and 2018 Consumer Price Index (CPI) rate adjustments for the period of August 26, 2019 through December 31, 2019.

**Spending Plan Period:** February 1, 2018 thru December 31, 2024

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### THIRD AMENDMENT TO FRANCHISE AGREEMENT

This Third Amendment to Franchise Agreement (“Third Amendment”) is dated \_\_\_\_\_, 2023, and entered into by and between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“County”), and RICHMOND SANITARY SERVICE, INC., a California corporation (“Contractor”). The parties hereto may be referred to collectively as the “Parties” or individually as a “Party.”

#### RECITALS

- A. The County and Contractor are parties to a Franchise Agreement dated October 12, 1993 (“Franchise Agreement”), as amended by a Certificate of Amendment dated January 18, 1994, and a Second Amendment to Franchise Agreement dated November 12, 2013 (collectively the “Agreement”).
- B. Under the Agreement, Contractor has the exclusive right to collect and remove for disposal and recycling all Solid Waste within the Franchise Area, and County establishes and regulates the rates Contractor may charge Customers in the Franchise Area for residential Solid Waste collection. The terms “Solid Waste,” “Franchise Area” and “Customers” as used in this Third Amendment have the definitions set forth in the Agreement.
- C. Contractor also provides other Solid Waste collection services that are not funded by the collection rates established by County. As of the date of this Agreement, these services are (i) the collection and removal of bulky items and electronic waste from residential Customers (“Bulky Item Pickups”), and (ii) the collection and removal of non-hazardous debris from specified locations within public rights-of-way (“ROW Cleanups”). Under the Agreement, Contractor was required to provide these services from December 2, 2013, through December 31, 2015, and permitted Contractor to cover its costs by using “Efficiency Surplus Funding,” as defined in the Agreement, if authorized by the Director of County’s Conservation and Development Department or designee (“Director”). The expectation of the Parties was that there would be no Efficiency Surplus Funding by the end of 2015.
- D. After December 2015, the Efficiency Surplus Funding had not been depleted and, at the request of Director, Contractor continued to provide the services identified in Recital C of this Third Amendment (“Recital C”) and continued to use Efficiency Surplus Funding to cover its costs until that funding ran out in January 2018. After January 2018, at the request of Director, Contractor continued to provide the services identified in Recital C, without compensation, but with the expectation that it would be paid from funds County was to receive from the West Contra Costa Integrated Waste Management Authority (“Authority”).
- E. In March 2019 and August 2019, County received disbursements of excess reserve funds from Authority in the amounts of \$659,481 and \$45,302.61, respectively. These funds will be collectively referred to as “Supplemental Funding.” In Resolution Nos. 2018/539

and 2019/160, the Contra Costa County Board of Supervisors determined that the Supplemental Funding would be allocated to uses that relate to solid waste, recycling, waste reduction and compliance with requirements under the California Integrated Waste Management Act. (Pub. Resources Code, § 40000 et seq.)

- F. Contractor's collection rate, approved by County in 2014, included a rate stabilization component. Revenue derived from this rate stabilization component ("Rate Stabilization Funds") was to be used by Contractor in lieu of future increases in the collection rate, to cover the portion of Contractor's collection costs that would otherwise have been compensated for through rate increases. Contractor used Rate Stabilization Funds starting January 1, 2016, and continuing through August 25, 2019, until Contractor had used all of its Rate Stabilization Funds.
- G. At the request of the Director, beginning on August 26, 2019, and continuing through 2019, Contractor continued to provide collection services without requesting or receiving County approval of increases in collection rates to account for inflation. Contractor did so with the expectation that it would receive Supplemental Funding in place of the amount that it would have received if rates had been increased. The Parties agree that the additional amount that Contractor could have received if inflationary adjustments from previous years had been included in the 2019 rates totals \$35,785.12. ("Deferred 2019 Compensation.").
- H. The purpose of this Third Amendment is to (i) authorize Supplemental Funding to be used by County to reimburse Contractor for costs incurred to provide Bulky Item Pickups for the period February 1, 2018, through December 31, 2019, and for costs incurred to provide ROW Cleanups for the period beginning on February 1, 2018, and continuing until such costs are included in rates charged to Customers; (ii) authorize Supplemental Funding to be used to pay Contractor's Deferred 2019 Compensation; (iii) extend the term of the Agreement through December 31, 2024; (iv) add provisions concerning the mutual obligation of the Parties to meet and confer on a monthly basis during the extension term to negotiate in good faith for a longer term extension of this Agreement beyond 2025 to include applicable SB 1383 compliant services, post-collection management of the County's solid waste and recyclables, and other provisions as the Parties may agree; (v) add exhibits and delete outdated exhibits; (vi) update addresses in the notice provision; and (vii) revise other assorted provisions.

The Parties therefore agree as follows:

#### AGREEMENT

1. All defined terms used but not defined in this Third Amendment have the meaning ascribed to them in the Agreement.
2. Section 3 of the Agreement is deleted in its entirety and replaced with the following:
  3. **TERM.** Subject to Section 35 (Annexation and Change of Franchise Area Boundaries) and Section 37 (Breach and Termination),

the term of this Agreement shall commence on October 12, 1993, and continue through December 31, 2024.

(a) Effective on October 12, 2023 and for the remainder of the Term, the parties shall regularly meet, at least once per month and more frequently as needed, for the purpose of conducting good faith negotiations to reach full agreement on or before December 31, 2024 on the terms of an extended agreement for solid waste collection and post-collection handling services, including without limitation the appropriate scope of collection and post-collection services and other elements of an extension of this Agreement. Topics to be discussed will include, without limitation, the topics set forth in the List of Discussion Topics, attached hereto as Exhibit I.

3. Section 5 of the Agreement is deleted in its entirety and replaced with the following:

**5. EXCLUSIVE PRIVILEGE AND DUTY.**

(a) County hereby grants to Contractor the exclusive privilege and duty to (i) collect and remove for disposal and recycling all Solid Waste from within the Franchise Area in accordance with the terms of this Agreement, and (ii) charge for the services performed in the Franchise Area in accordance with this Agreement.

(b) Contractor shall collect and remove for disposal and recycling all Solid Waste from Customers within the Franchise Area in accordance with this Agreement.

(1) Contractor shall perform the services described in Exhibit E – Basic Residential & Commercial Service and Maximum Collection Rates (“Exhibit E”) (such services, the “Basic Services”). Exhibit E is attached hereto and incorporated herein by this reference.

(2) In addition to providing the Basic Services, Contractor shall perform the services described in Exhibit F – Enhanced Services (“Exhibit F”) (such services, the “Enhanced Services”). Exhibit F is attached hereto and incorporated herein by this reference. Contractor shall cause the implementation of the Enhanced Services to occur in accordance with the time for performance established in Exhibit F.

(3) The post-collection services performed by Contractor for Solid Waste collected within the Franchise Area is described in the agreement designated by the County for such purpose. As of November 12, 2013, the County designates the Post-Collection Agreement as the agreement that establishes the post-collection services to be performed by Contractor for Solid Waste collected within the Franchise Area.

4. Section 9 of the Agreement is deleted in its entirety and replaced with the following:

**9. RATES.**

(a) The Collection Rates that apply to Basic Services are set forth in Exhibit E.

(b) The Collection Rates that apply to Enhanced Services are set forth in Exhibit F.

(c) The Collection Rates are subject to annual adjustment in accordance with the Rate Methodology Manual, unless otherwise specified in (i) Exhibit F, (ii) Exhibit G – Efficiency Surplus Funding (“Exhibit G”), or Exhibit H – Supplemental Funding (“Exhibit H”). Exhibits G and H are attached hereto and incorporated herein by this reference. Notwithstanding the Rate Methodology Manual, calendar year 2024 Collection Rates shall be adjusted based only on the change in the Consumer Price Index (CPI) for All Urban Consumers for the San Francisco-Oakland-Hayward area (August 2022 to August 2023).

5. Section 11 of the Agreement is deleted in its entirety and replaced with the following:

**11. OPERATION BY CONTRACTOR.**

(a) Contractor shall furnish all necessary equipment (including providing wheeled carts to Customers for garbage, recyclables and green waste) for services provided pursuant to this Agreement and shall maintain its equipment in good repair and working condition at all times.

(b) In performing services under this Agreement, Contractor shall use trucks with covered, water-tight truck bodies constructed of sufficient strength to withstand a fire within without endangering adjacent property. Contractor shall keep trucks, drop boxes and similar equipment in good repair and shall cause them to be cleaned as needed. Contractor shall cause carts and bins to be cleaned prior to delivery to Customers. Contractor shall cause its name and telephone number to appear on the side of each truck and on each drop box, bin and similar equipment provided by Contractor.

(c) Contractor shall provide all labor necessary to carry out the services required of it under this Agreement.

(d) Contractor agrees to collaborate with and act at the direction of County on matters pertaining to the development and implementation of public education and outreach materials to raise awareness of Customers. Contractor shall send to County copies of any notices and other informational materials intended to be sent to

Customers at least fourteen (14) days in advance of the respective intended distribution date, unless a shorter review period is approved in advance by the Director of County's Conservation and Development Department. The form and content of all notices and other informational materials intended to be sent to Customers shall be subject to the prior review and approval of the Director of County's Conservation and Development Department, which approval shall not be unreasonably withheld.

6. Section 19 of the Agreement is deleted in its entirety and replaced with the following:

**19. SERVICES FOR PUBLIC FACILITIES.**

(a) Contractor shall collect and remove for disposal and recycling all Solid Waste from the County buildings, street cans and other public purpose facilities that are owned, operated or occupied by the County and identified on Exhibit B – Public Facilities (“Exhibit B”), attached hereto and incorporated herein by this reference. The service described in this subsection 19.(a) will be provided without charge to County. The Director of County's Conservation and Development Department may change Exhibit B from time to time to incorporate changes in any of the services or locations described therein.

(b) Subject to funding availability, Contractor shall, on an on-call basis, collect and remove for disposal and recycling all Solid Waste from specified locations within the public right-of-way and designated properties being abated by the County upon the request of the Director of County's Conservation and Development Department or designee. The on-call services to be provided pursuant to this Section 19 are more fully described in Exhibit B.

(1) Unless and until Collection Rates include the cost of on-call right-of-way services, County shall compensate Contractor for such services using Supplemental Funding as described in Exhibit H.

(2) Contractor is not obligated to provide abatement services unless and until the costs of the services are included in the Collection Rates.

After the cost of a service described in subsection 19.(b)(1) or 19.(b)(2) is included in the Collection Rates, Contractor will provide the service at no charge to the County.

(c) Expenses incurred by Contractor in performing services pursuant to this Section 19 will be treated as allowable for rate setting purposes to the extent such costs are properly accounted for in the Rate

Application(s) submitted by Contractor, unless otherwise specified in Exhibits G or H.

7. Section 20 of the Agreement is deleted in its entirety and replaced with the following:

**20. ON-CALL CLEAN-UP.**

(a) Unless otherwise determined by the Director of County's Conservation and Development Department, in each year of this Agreement, Contractor shall perform the following services for each residential Customer in the Franchise Area that lives in a single-family home or duplex, on an on-call basis, upon request of the Customer: (i) two curbside general clean-up collections of bagged material, with each collection consisting of up to two cubic yards (i.e., up to fifteen 32-gallon bags), and (ii) one curbside pickup of bulky or electronic waste items. The services to be provided pursuant to this Section 20 are more fully described in Exhibit E.

(b) Contractor shall submit quarterly reports to the Director of County's Conservation and Development Department indicating (i) the number of curbside general clean-ups performed during the reporting period, and (ii) the number of curbside pickups of bulky or electronic waste items performed during the reporting period. Expenses incurred by Contractor in performing services pursuant to this Section 20 will be treated as allowable for rate setting purposes to the extent such costs are properly accounted for in the Rate Application(s) submitted by Contractor, unless otherwise specified in Exhibit G or Exhibit H.

(c) The scope and frequency of collection services provided pursuant to this Section 20 may be changed from time to time at the direction of, or with the approval of, the Director of County's Conservation and Development Department and without the need to amend this Agreement.

8. Section 34 of the Agreement is deleted in its entirety and replaced with the following:

**34. NOTICE PROVISIONS.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or ten (10) days after posted by certified mail, return receipt requested, addressed as appropriate either:

To Contractor:

Richmond Sanitary Service, Inc.  
Attention: General Manager  
3260 Blume Drive, Suite 115  
Richmond, CA 94806

Or to County:

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

Each party will also endeavor to mail a courtesy copy to counsel for the other party.

9. Deferred 2019 Compensation.

Upon receipt of an invoice for Contractor's Deferred 2019 Compensation that references this Agreement, County will disburse the amount set forth in the invoice, but no more than \$35,785.12 in Supplemental Funding.

10. Exhibits.

(a) The following exhibits are deleted from the Agreement:

- (1) The exhibit referred to as Exhibit B in the Second Amendment (Services for Public Facilities, dated November 2013);
- (2) The exhibit referred to as Exhibit C in the Franchise Agreement (Map of the Franchise Areas); and
- (3) The exhibit referred to as Exhibit G in the Second Amendment (Efficiency Surplus Funding, dated November 2013).

(b) The following exhibits are added to the Agreement:

- (1) Exhibit B – Public Facilities (Dated August 2023)
- (2) Exhibit C – Map of Franchise Area (Dated August 2023)
- (3) Exhibit G – Efficiency Surplus Funding (Dated August 2023)
- (4) Exhibit H – Supplemental Funding (Dated August 2023)
- (5) Exhibit I – List of Discussion Topics (Dated August 2023)

11. Except as amended by this Third Amendment, the terms of the Agreement remain in full force and effect.

**COUNTY OF CONTRA COSTA**

**RICHMOND SANITARY SERVICE, INC.**

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Note: Two officers must sign on behalf of a corporation. The first must be the chairman of the board, president or any vice president; the second must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer. (Corp. Code, § 313.)

**Attachments:**

- Exhibit B – Public Facilities Dated August 2023
- Exhibit C – Map of Franchise Area Dated August 2023
- Exhibit G – Efficiency Surplus Funding Dated August 2023
- Exhibit H – Supplemental Funding Dated August 2023
- Exhibit I – List of Discussion Topics Dated August 2023

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# EXHIBIT B

## SERVICES FOR PUBLIC FACILITIES

*Dated: August 2023*

This exhibit describes in more detail the services Contractor is obligated to provide pursuant to Section 19 of this Agreement.

### Section 1: ROUTINE SERVICES

Contractor shall collect green waste, recycling and/or Solid Waste upon request at County-designated locations. The following list of locations and related service levels may be modified from time to time pursuant to Section 19 of the Agreement. As of the date of this Exhibit B, routine service levels for each currently designated location are as follows:

	Public Facilities Being Served in County-RSS Franchise Area	Location	SERVICE LEVEL			
			Solid Waste		Recycling (Weekly)	Green Waste (Weekly)
			Container (Qty/Size)	Pickups per week		
1)	Street cans – El Sobrante	3630 San Pablo Dam	1 / 35-gal	1x wk	N/A	N/A
		3645 San Pablo Dam	1 / 35-gal	1x wk	N/A	N/A
		3716 San Pablo Dam	1 / 35-gal	1x wk	N/A	N/A
		3711 San Pablo Dam	1 / 35-gal	1x wk	N/A	N/A
		3798 San Pablo Dam	1 / 35-gal	1x wk	N/A	N/A
		3773 San Pablo Dam	1 / 35-gal	1x wk	N/A	N/A
		3826 San Pablo Dam	1 / 35-gal	1x wk	N/A	N/A
		3851 San Pablo Dam	1 / 35-gal	1x wk	N/A	N/A
		3884 San Pablo Dam	1 / 35-gal	1x wk	N/A	N/A
		3968 San Pablo Dam	1 / 35-gal	1x wk	N/A	N/A
		4068 San Pablo Dam	1 / 35-gal	1x wk	N/A	N/A
2)	Street cans – North Richmond	101 Market	1 / 35-gal	1x wk	N/A	N/A
		5th and Silver	1 / 35-gal	1x wk	N/A	N/A
3)	El Sobrante Library	4191 Appian Way	1 / 2-yd	1x wk	2 65-gal	2 65-gal
4)	Fire Station	4640 Appian Way	1 / 2-yd	1x wk	3 /65 gal	N/A

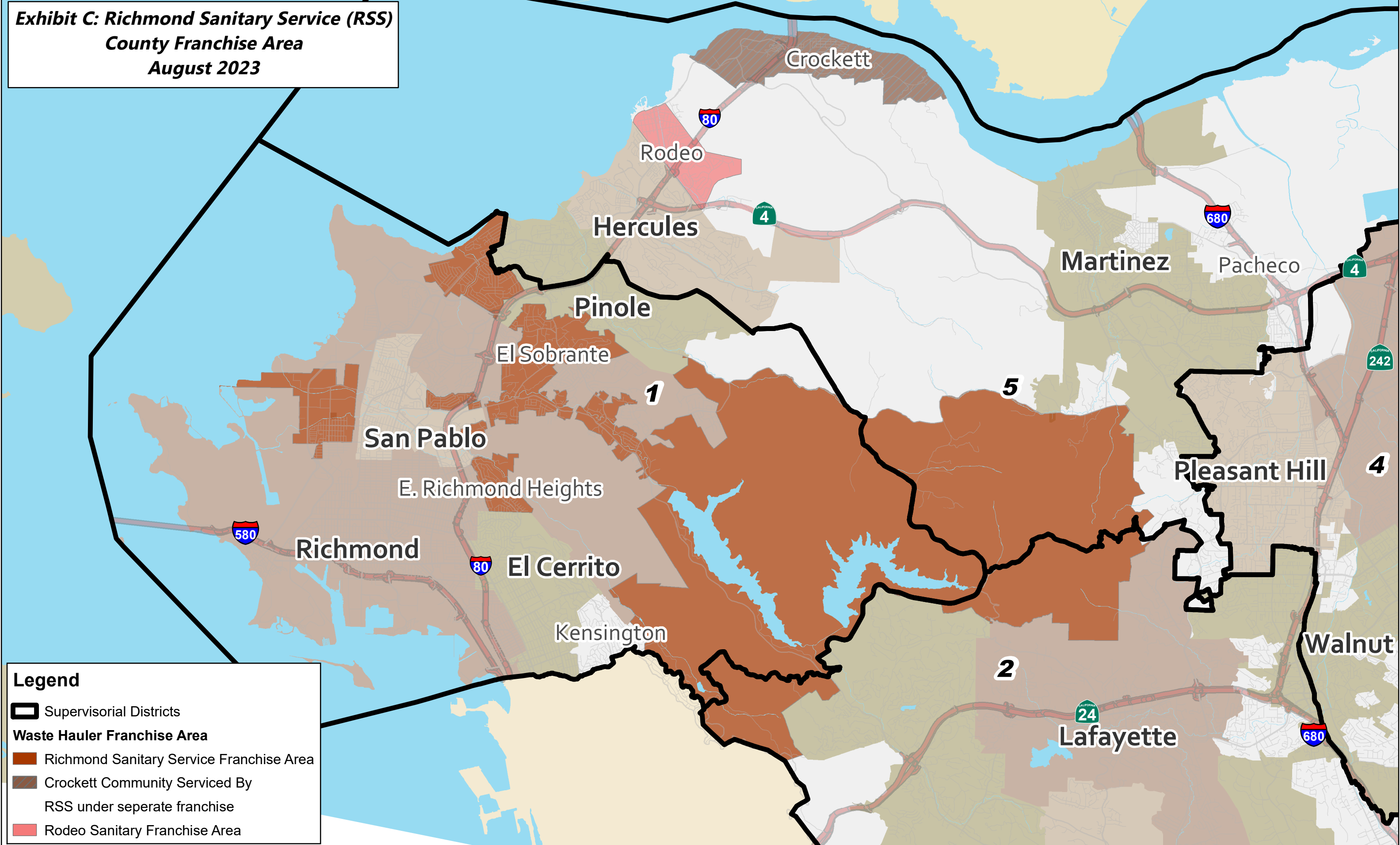
## Section 2: ON-CALL SERVICES

Contractor shall separately track allowable costs for providing the following on-call services requested by the County, properly segregate said costs in rate applications and provide reporting of on-call service costs and other data by service type upon request of the Director of the County's Conservation and Development Department or designee.

- A. RIGHT-OF-WAY LOCATIONS:** Subject to funding availability, including that set forth in Exhibit G and Exhibit H, Contractor shall remove Solid Waste from specified locations within County rights-of-way within three to five business days of receiving each written task order from the Director of County's Conservation and Development Department or designee, subject to the limitations set forth in Section 1.B. of Exhibit H. County will deliver task orders to Contractor by electronic mail to [jcoverston@republicservices.com](mailto:jcoverston@republicservices.com) or such other address the Contractor may provide in writing from time to time and include the specific location and description of the debris to be collected. Areas along the Richmond Parkway are not right-of-way locations as used in this Section.
- B. ABATEMENT PROJECT LOCATIONS:** Upon written request of the Director of County's Conservation and Development Department or designee and subject to funding availability, Contractor shall provide and service requested receptacle(s) at specified abatement project locations as follows:
1. Within three business days after receipt of a written request, Contractor shall commit to a date that the requested receptacle(s) will be delivered to the specified location;
  2. Contractor shall deliver the requested receptacle(s) on the date mutually agreed upon; and
  3. Contractor shall remove the requested receptacle(s) on the date mutually agreed upon.

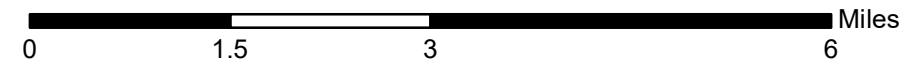
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**Exhibit C: Richmond Sanitary Service (RSS)  
County Franchise Area  
August 2023**



**Legend**

- Supervisorial Districts
- Waste Hauler Franchise Area**
- Richmond Sanitary Service Franchise Area
- Crockett Community Served By RSS under separate franchise
- Rodeo Sanitary Franchise Area



Map Created 3/23/2020  
by Contra Costa County Department of  
Conservation and Development, GIS Group  
30 Muir Road, Martinez, CA 94553  
37:59:41.791N 122:07:03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.



# EXHIBIT G

## EFFICIENCY SURPLUS FUNDING

*Dated: August 2023*

### Section 1: EFFICIENCY SURPLUS FUNDING & CPI-ADJUSTMENTS

For the period of December 1, 2013 through January 31, 2018, Contractor shall perform the services listed in this Exhibit G using Efficiency Surplus Funding. Contractor shall account for costs as set forth in Section 2 to document the amount of Efficiency Surplus Funds used for each of the specified services/fees.

#### A. EFFICIENCY SURPLUS FUNDING AND CPI-ADJUSTED COMPENSATION/REVENUE

A1	Projected Revenue for 2012 (Base Year Review Report)	\$	3,595,559.00
A2	Total Base Year Revenue Requirement for 2012	\$	3,380,283.00
A3	<i>Projected Efficiency Surplus for 2012 (5.99% rate credit)</i>	\$	215,373.98
<b>A4</b>	<b>Annual Efficiency Surplus Funding for 2012 (after 5% Franchise Fees)</b>	<b>\$</b>	<b>204,605.28</b>
A5	Projected Revenue Requirement for 2013	\$	3,474,930.92
A6	Resulting Revenue Requirement increase for 2013 (2.80% Change in CPI for Aug 2011-Aug 2012)	\$	94,647.92
A7	<i>Projected Efficiency Surplus for 2013 (3.19% rate credit)</i>	\$	114,698.33
<b>A8</b>	<b>Annual Efficiency Surplus Funding for 2013 (after 5% Franchise Fees)</b>	<b>\$</b>	<b>108,963.42</b>
A9	CPI Adjusted Revenue Requirement for 2014	\$	3,545,472.02
A10	Resulting Revenue Requirement increase for 2014 (2.03% Change in CPI for Aug 2012-Aug 2013)	\$	70,541.10
A11	<i>Projected Efficiency Surplus for 2014 (1.16% rate credit)</i>	\$	41,708.48
<b>A12</b>	<b>Annual Efficiency Surplus Funding for 2014 (after 5% Franchise Fees)</b>	<b>\$</b>	<b>39,623.06</b>
A13	CPI Adjusted Revenue Requirement for 2015	\$	3,586,599.50
A14	Resulting Revenue Requirement increase for 2015 (1.16% Adjustment to CPI Change: Aug 2013-Aug 2014)	\$	41,127.48
A15	<i>Projected Efficiency Surplus for 2015 (0%)</i>	\$	0,00
<b>A16</b>	<b>Annual Efficiency Surplus Funding for 2015 (after 5% Franchise Fees)</b>	<b>\$</b>	<b>0,00</b>
<b>A17</b>	<b>Efficiency Surplus Funding for 2012-2015 (A4+A8+A12+A16)</b>	<b>\$</b>	<b>353,191.76</b>

\* The dollar amounts on lines A9 - A16 are projections which are subject to change if commercial rate changes don't mirror residential.

**Section 2: SERVICE AND REPORTING OBLIGATIONS**

In accordance with Section 25 of the Agreement, the Franchise Fee is increasing from 5% to 7%. For the period of December 1, 2013 through December 31, 2015, Contractor may use Efficiency Surplus Funding, if authorized by the Director of County’s Conservation and Development Department or designee, to cover any uncompensated payment(s) of the incremental 2% Franchise Fee as set forth herein.

Contractor shall cause Efficiency Surplus Funding requests to accompany Franchise Fee payments submitted to the County for each monthly period for which it seeks Franchise Fee compensation. Funding requests may be in the form of modified reports remitted with monthly payments clearly delineating the 5% - 2% Franchise Fee split to substantiate the amount of funding requested.

In accordance with Sections 19 – 21 of the Agreement, Contractor shall provide new and expanded on-call services to residential customers and the County. For the period identified in Section 1 of this Exhibit, Contractor may use Efficiency Surplus Funding, if requested in writing and authorized by the Director of County’s Conservation and Development Department or designee, to cover actual uncompensated, allowable costs incurred for providing the new on-call services specified herein.

Contractor shall cause Efficiency Surplus Funding requests to accompany monthly on-call services reports submitted to County for each monthly period for which it seeks compensation for on-call services described in 2.A – 2.D. Monthly on-call services reports shall document the actual services provided pursuant to this Exhibit, including the costs and required metrics specified in 2.A -2.D.

- 2.A Actual number of County requested 20-cubic yard community clean-up boxes provided annually in excess of ten as set forth in Section 2.A
- 2.B Actual on-call pickups provided at right-of-way locations as set forth in Section 2.B
- 2.C Actual on-call debris box service for abatement projects as set forth in Section 2.C
- 2.D Actual on-call pickups of bulky and e-waste items provided as set forth in Section 2.D

**A. COMMUNITY CLEAN-UPS (Agreement Section 21):** Contractor shall track and report the number of community clean-up boxes utilized and associated amounts disposed (required metrics). County shall determine the amount of Efficiency Surplus Funding utilized to provide and service each 20-CY box beyond the initial ten boxes using calculations that are based on the required metrics reported by Contractor and the following per unit costs.

Debris Boxes	Per Unit Costs (2014)	Per Unit Costs (2015)
20-CY Box (Disposal up to 4 Tons)	\$ 809.16	\$ 833.43
Additional Disposal (\$126.54/Ton)	\$ 126.54	TBD by Authority

**B. RIGHT-OF-WAY LOCATIONS (Agreement Section 19 & Exhibit B):** Contractor shall track the number of right-of-way locations serviced as well as the amount of time used to serve each and amount, type and cost of disposal for waste removed from the right-of-way (required metrics). County shall determine the amount of Efficiency Surplus Funding utilized to service right-of-way locations using calculations based on these required metrics reported by Contractor and the per unit costs specified in the following table.

<b>Cost Component</b>	<b>Per Unit Costs (2014)</b>	<b>Per Unit Costs (2015)</b>	<b>Per Unit Costs (2016)</b>	<b>Per Unit Costs (2017)</b>	<b>Per Unit Costs (2018)</b>	<b>Per Unit Costs (2019)</b>	<b>Unit</b>
Labor (2 Man Crew)	\$94.42	\$97.25	\$100.17	\$103.18	\$106.27	\$109.46	per hour
Labor (1 Man)	\$47.21	\$48.63	\$50.09	\$51.59	\$53.14	\$54.73	per hour
Labor (Supervisor)	\$68.15	\$70.20	\$72.31	\$74.48	\$76.71	\$79.02	per hour
Truck (Rear Loader)	\$32.54	\$33.52	\$34.53	\$35.57	\$36.63	\$37.73	per hour
Truck (Pick-up)	\$15.29	\$15.75	\$16.22	\$16.71	\$17.21	\$17.72	per hour
Truck (Flatbed)	\$22.00	\$22.66	\$23.34	\$24.04	\$24.76	\$25.50	per hour
Disposal	\$88.40	\$87.83	\$89.77	\$91.08	\$92.02	\$98.57	per ton

\* Per Unit Cost for labor & truck include allowable 10% operating margin

**C. ABATEMENT PROJECT LOCATIONS (Agreement Section 19 & Exhibit B):** Contractor shall track and report the number of abatement project locations served as well as the size of the debris boxes served and amount of tons collected and disposed (required metrics). County shall determine the amount of Efficiency Surplus Funding utilized to service abatement project locations using calculations based on these required metrics reported by Contractor and the per unit costs specified in the following table.

<b>Cost Component</b>	<b>Per Unit Costs (2014)</b>		<b>Per Unit Costs (2015)</b>	
10-CY Box (Disposal up to 2 Tons)	\$	513.08	\$	528.47
14-CY Box (Disposal up to 3 Tons)	\$	666.62	\$	686.62
20-CY Box (Disposal up to 4 Tons)	\$	809.16	\$	833.43
Additional Disposal (\$126.54/Ton)	\$	26.54	TBD by Authority	

**D. ON-CALL BULKY ITEM AND E-WASTE COLLECTION (Agreement Section 20 & Exhibit F):** Contractor shall prepare and distribute promotional outreach materials to residential Customers to announce the availability of bulky item and e-waste item collection, subject to approval by the Director of County’s Conservation and Development Department, for an amount not to exceed \$4,500. Contractor shall track and report actual costs to distribute promotional outreach as well as the number of pickups and items picked (required metrics). To the extent feasible, actual time spent providing each pickup and actual cost of disposal should be tracked and reported rather than relying upon the average estimated time and weight per pick-up listed in the following table. County shall determine the amount of Efficiency Surplus Funding utilized to provide bulky item and e-waste collection services using calculations based on these required metrics reported by Contractor and to the extent necessary, the per unit costs specified in the following table.

<b>Cost Component</b>	<b>Per Unit Cost (2014)</b>	<b>Per Unit Cost (2015)</b>	<b>Per Unit Cost (2016)</b>	<b>Per Unit Cost (2017)</b>	<b>Per Unit Cost (2018)</b>	<b>Per Unit Cost (2019)</b>	<b>Unit</b>
Labor *	\$63.35	\$65.25	\$67.21	\$69.23	\$71.30	\$73.44	per hour
Truck (Flat Bed w/Lift) *	\$22.00	\$22.66	\$23.34	\$24.04	\$24.76	\$25.50	per hour
Disposal *	\$77.36	\$79.53	\$81.29	\$82.47	\$83.32	\$89.25	per ton
Estimated Labor/Truck Time	35 minutes						per pickup
Estimated Disposal Weight	0.3 tons						per pickup

\* Per Unit Cost amounts include 10% operating margin on allowable labor, truck and portion of disposal (\$50/ton with profit, remainder treated as pass-through)

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# EXHIBIT H

## SUPPLEMENTAL FUNDING

*Dated: August 2023*

This exhibit pertains to County's obligation to pay Contractor and associated Contractor requirements for the use of Supplemental Funding for the services described in Section 19 – 20 of the Agreement. Contractor does not have an exclusive franchise to provide any of the services described in this Exhibit H.

### **Section 1: ON-CALL SERVICES AT COUNTY RIGHT-OF-WAY-LOCATIONS**

**A. TRACKING AND REPORTING.** Contractor shall track and report to County monthly all on-call services provided by Contractor under this provision, utilizing the electronic on-call service reporting template provided by County, unless and until an alternative reporting mechanism is approved by the Director of County's Conservation and Development Department or designee.

### **B. LIMITATIONS; COMPENSATION.**

1. County shall pay Contractor in accordance with the following:

- a. For the time period of February 1, 2018, through December 31, 2019, Contractor will receive compensation for on-call right-of-way pickups based on the per unit costs identified in Section 2.B of Exhibit G, not to exceed \$69,774.94. Contractor shall provide the Director of County's Conservation and Development Department with a written invoice that shows the applicable service dates, description of service, cost breakdown, and the information required in Section 1.A. Contractor will invoice no more than once per month. Payment by County is due within 60 days of receipt of a conforming invoice.
- b. Effective January 1, 2020, and unless and until such time as County approves collection rates that cover Contractor's allowable costs of providing this on-call collection service, Contractor will provide on-call right-of-way pickups at the rate of \$115.36 per pickup, not to exceed \$110,000 per year. The first invoice will cover the period of January 2020 through December 2022 which shall not exceed \$166,446.71. The rate will be adjusted annually based on the change in the Consumer Price Index (CPI) for all urban consumers for the San Francisco-Oakland-Hayward area (August to August) in accordance with the County-approved Rate Methodology Manual. On a monthly basis, Contractor will provide County with a written invoice for the charge(s), showing the date(s) and location(s) of each pickup, and description of the debris removed, and attaching a copy of the written request(s) for each pickup. County will pay within 60 days of receipt of a conforming invoice.
- c. All payments will be directed to:  
  
Richmond Sanitary Service, Inc.  
Attn: Contracts Administrator  
3260 Blume Drive, Suite 100  
Richmond, CA 94806
- d. After County has approved Collection Rates that cover Contractor's allowable costs of providing this on-call collection service, County will not provide any additional



compensation for this service.

2. Contractor will separately track allowable costs of the on-call services provided under this Section 1 and any revenue received therefore, properly segregate said costs and revenue in rate applications and provide reporting of on-call service costs and other data by service type upon request of the Director of County's Conservation and Development Department or designee.

## **Section 2: ON-CALL BULKY ITEM AND E-WASTE COLLECTION SERVICE**

**A. TRACKING AND REPORTING.** Contractor shall track and report to County quarterly all bulky item collection services provided by Contractor under this provision, utilizing the electronic on-call curbside bulky item reporting template provided by County, unless and until an alternative reporting mechanism is approved by the Conservation and Development Director or designee.

### **B. LIMITATIONS; COMPENSATION.**

1. The following parameters apply to Contractor compensation.
  - a. For the time period of February 1, 2018, through December 31, 2019, Contractor will provide on-call bulky item pick-ups and receive compensation based on per unit costs identified in Section 2.D in Exhibit G. Contractor may bill County for an amount up to \$95,860.67. Contractor shall provide the Director of County's Conservation and Development Department with a written invoice that shows the applicable service dates, description of service, cost breakdown, and the information required in Section 2.A. County will pay within 60 days of receipt of a conforming invoice. Payments will be sent to:

Richmond Sanitary Service, Inc.  
Attn: Contracts Administrator  
3260 Blume Drive, Suite 100  
Richmond, CA 94806

- b. Effective January 1, 2020, this service is included in the County-approved Collection Rates, and not separately compensable.
2. Contractor will separately track allowable costs of the on-call services provided under this Section 3 and any revenue received therefore, properly segregate said costs and revenue in rate applications and provide reporting of on-call service costs and other data by service type upon request of the Director of County's Conservation and Development Department or designee.

## **Section 3: SUPPLEMENTAL FUNDING TREATED AS REVENUE FOR THE PURPOSES OF RATE SETTING**

In addition to ratepayer revenue called for in the Rate Manual, disbursements of Supplemental Funding to Contractor shall be treated as revenue for the purposes of rate setting. Contractor shall clearly delineate Supplemental Funding received from County as additional revenue in each applicable Base Year Rate Application.

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# EXHIBIT I

## LIST OF DISCUSSION TOPICS

*Dated: August 2023*

A list of issues to further define and discuss are identified below. These discussion topics are not exclusive of other items that may come up and need to be discussed during the negotiation period.

- Build off of the existing franchise agreement
  - Maintain residential rate setting and rate review
  - Build upon existing services
- Discuss commercial and multifamily rate regulation
- Discuss scope of exclusivity (see also County Code Chapter 418-7)
- Expanding additional services for
  - residential customers, including but not limited to additional community dumpsters and bulky item pickups
  - public services, including but not limited to modifying public cans
  - commercial customers, including but not limited to bulky item pickups for multifamily
- Maintain collection services that are compliant with applicable requirements in the SB 1383 regulations
- Incorporate post-collection requirements including, but not limited to rates
- Most-favored nation status for any more advantageous provision(s) in solid waste franchise agreements of other public agencies in the West County area
- Incorporate zero emission vehicles into fleet including, but not limited to electric and/or hydrogen fuel
- Establishing service standards and monetary penalties for underperformed services, including liquidated damages or other options
- Access to customer and service data in Recyclist software
- Increased data reporting on actual services
- Designated post-collection responsibilities
- Exploring pros and cons of merging franchise areas
- Term of extension
- Contamination rates/procedures
- Expansion of public right of way pickups



Contra  
Costa  
County

To: Board of Supervisors  
From: Russell Watts, Treasurer-Tax Collector  
Date: August 15, 2023

Subject: ADOPTION OF THE QUARTERLY INVESTMENT REPORT AS OF 6/31/2023

---

**RECOMMENDATION(S):**

ACCEPT the Treasurer's Quarterly Investment Report as of June 30, 2023, as recommended by the County Treasurer-Tax Collector.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Government Code Section 53646 requires the County Treasurer to prepare quarterly reports to the Board of Supervisors describing County investments including type, par value, costs, and market value. Attached please find the report covering the period April 1, 2023 through June 30, 2023.

As of June 30, 2023, the par value, costs, and market value of Contra Costa County Investment Pool were \$6,403,129,165.26, \$6,366,337,769.90, and \$6,282,532,821.18 respectively. The weighted yield to maturity was 4.38% and the weighted average days to maturity were 253 days.

As of June 30, 2023, the Treasurer's investment portfolio was in compliance with Government Code 53600 et. seq. and with the Treasurer's current investment policy. Historically activities combined with future cash flow projections indicate that the County has sufficient liquidity to meet its obligation for the next six months.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Ronda Boler, (925) 608-9506

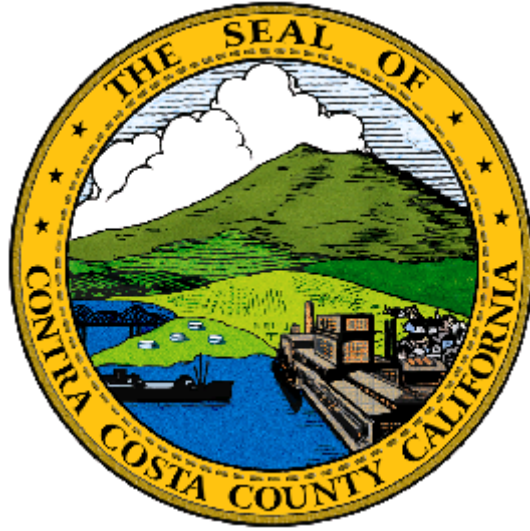
By: , Deputy

cc:

ATTACHMENTS

Q2\_2023

TOC\_Final



CONTRA COSTA COUNTY  
TREASURER'S QUARTERLY INVESTMENT REPORT  
AS OF JUNE 30, 2023

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\*No Treasury Pool assets were invested in the CalTRUST Liquidity fund during the quarter.

## EXECUTIVE SUMMARY

- The Treasurer's investment portfolio is in compliance with Government Code 53600 et. seq..
- The Treasurer's investment portfolio is in compliance with the Treasurer's current investment policy.
- The Treasurer's investment portfolio has no securities lending, reverse repurchase agreements or derivatives.
- As of 6/30/23, the fair value of the Treasurer's investment portfolio was 98.68% of the cost. More than 77 percent of the portfolio or over \$4.9 billion will mature in less than a year. Historical activities combined with future cash flow projections indicate that the County should be able to meet its cash flow needs for the next six months.
- Treasurer's Investment Portfolio Characteristics

Par	\$6,403,129,165.26
Cost	\$6,366,337,769.90
Market Value <sup>i</sup>	\$6,282,532,821.18
Weighted Yield to Maturity	4.38%
Weighted Average Days to Maturity	253 days
Weighted Duration	0.63 year

Notes:

1. All reporting information is unaudited but due diligence was utilized in its preparation. The information in this report may be updated and is subject to change without notice. Changes will be reflected in the next report.
2. There may be minor differences between the investment pool summary pages and the attached statements and exhibits from time to time. The variances are largely due to rounding errors, the timing difference in recording and/or posting transactions, interests, security values, etc.
3. All securities and amounts reported are denominated in U.S. Dollars.

<sup>i</sup> A rising rate market will produce unrealized losses in a fixed income portfolio. Mark-to-market losses in bond holdings are not realized losses, bonds are expected to mature at par. The opposite is true for a declining rate market.

**CONTRA COSTA COUNTY INVESTMENT POOL**  
**June 30, 2023**

<u>TYPE</u>	<u>PAR VALUE</u>	<u>COST</u>	<u>FAIR VALUE</u> <sup>6</sup>	<u>PERCENT OF TOTAL COST</u>
<b>A. Investments Managed by Treasurer's Office</b>				
1. U.S. Treasuries (STRIPS, Bills, Notes)	\$1,350,654,000.00	\$1,340,101,798.05	\$1,339,870,832.77	21.05%
2. U.S. Agencies				
Federal Home Loan Banks	1,503,792,327.55	1,494,073,147.91	1,478,398,830.24	23.47%
Federal National Mortgage Association	194,400,000.00	194,305,720.91	184,350,961.81	3.05%
Federal Farm Credit Banks	384,956,000.00	384,594,838.61	369,173,379.24	6.04%
Federal Home Loan Mortgage Corporation	290,000,000.00	289,999,787.15	280,317,361.60	4.56%
Subtotal	2,373,148,327.55	2,362,973,494.58	2,312,240,532.89	37.12%
3. Supranationals - International Government	563,000,000.00	561,493,076.52	547,096,314.74	8.82%
4. Money Market Instruments				
Commercial Paper	1,220,139,000.00	1,207,620,026.92	1,207,210,006.28	18.97%
Negotiable Certificates of Deposit	125,000,000.00	125,000,000.00	124,823,815.00	1.96%
Time Deposit	3,404.12	3,404.12	3,404.12	0.00%
Subtotal	1,345,142,404.12	1,332,623,431.04	1,332,037,225.40	20.93%
5. Corporate Notes	171,445,000.00	170,441,669.06	158,353,149.38	2.68%
<b>TOTAL (Section A.)<sup>1</sup></b>	<b>5,803,389,731.67</b>	<b>5,767,633,469.25</b>	<b>5,689,598,055.18</b>	<b>90.60%</b>
<b>B. Investments Managed by Outside Contractors</b>				
1. PFM	75,521,794.47	75,187,267.05	72,897,532.51	1.18%
2. Local Agency Investment Fund (LAIF)	241,618,166.43	241,618,166.43	237,952,456.18 <sup>2</sup>	3.80%
3. Allspring Global Investments <sup>5</sup>	44,734,017.77	44,033,412.25	44,219,322.39 <sup>3</sup>	0.69%
4. CAMP	272,077,019.13	272,077,019.13	272,077,019.13	4.27%
5. CalTRUST (Liquidity Fund)	-	-	-	0.00%
6. US Bank (Federated Tax Free Cash Fund)	7,613,292.23	7,613,292.23	7,613,292.23	0.12%
7. Other				
a. EBRCS Bond	863,700.20	863,700.20	863,700.20	0.01%
<b>TOTAL (Section B.)</b>	<b>642,427,990.23</b>	<b>641,392,857.29</b>	<b>635,623,322.64</b>	<b>10.07%</b>
<b>C. Cash<sup>7</sup></b>	<b>(42,688,556.64)</b>	<b>(42,688,556.64)</b>	<b>(42,688,556.64)</b>	<b>-0.67%</b>
<b><sup>4</sup>GRAND TOTAL (FOR A , B, &amp; C)</b>	<b>\$6,403,129,165.26</b>	<b>\$6,366,337,769.90</b>	<b>\$6,282,532,821.18</b>	<b>100.00%</b>

- Notes:
1. Excludes funds managed by PFM retained by Contra Costa School Insurance Group and Community College District.
  2. Estimated Fair Value.
  3. Base Market Value plus Accrued Interest.
  4. Does not include the Futuris Public Entity Trust of the Contra Costa Community College District Retirement Board of Authority.
  5. After completion of acquisition, WFAM changed the name to Allspring Global Investments in November 2021.
  6. A rising rate market will produce unrealized losses in a fixed income portfolio. Mark-to-market losses in bond holdings are not realized losses, bonds are expected to mature at par. The opposite is true for a declining rate market.
  7. Negative cash balance was due to one-business day delay in reporting daily cash balance by Wells Fargo Bank. There was no bank account overdraft.



## CONTRA COSTA COUNTY INVESTMENT POOL

June 30, 2023

### CONTRA COSTA COUNTY INVESTMENT POOL - EARNING STATISTICS

	Fiscal Year To Date	Quarter To Date
Average Daily Balance (\$)	5,435,270,102.21	6,515,485,142.19
Net Earnings (\$)	177,273,403.19	67,418,573.28
Earned Income Yield	3.22%	4.09%

### CONTRA COSTA COUNTY INVESTMENT POOL - PORTFOLIO STATISTICS

Investment Type	Par Value (\$)	Fair Value (\$)	YTM  (%)	WAM  (days)	Percentage of Portfolio
U.S. Treasury	1,350,654,000.00	1,339,870,832.77	5.09	59	21.33%
Agencies	2,373,148,327.55	2,312,240,532.89	3.91	397	36.80%
Commercial Paper	1,220,139,000.00	1,207,210,006.28	5.30	70	19.22%
NCD/YCD	125,000,000.00	124,823,815.00	4.51	74	1.99%
Corporate Notes	171,445,000.00	158,353,149.38	1.85	867	2.52%
Time Deposit	3,404.12	3,404.12	0.08	328	0.00%
Supranationals	563,000,000.00	547,096,314.74	3.47	501	8.71%
PFM	75,521,794.47	72,897,532.51	2.81	749	1.16%
LAIF	241,618,166.43	237,952,456.18	3.01	4	3.79%
CAMP	272,077,019.13	272,077,019.13	5.24	0	4.33%
CalTRUST (Liquidity)	-	-	0.00	0	0.00%
Allspring Global Investments	44,734,017.77	44,219,322.39	5.29	323	0.70%
US Bank (Federated Tax Free)	7,613,292.23	7,613,292.23	3.90	0	0.12%
Misc. <sup>1</sup>	863,700.20	863,700.20	N/A	N/A	0.01%
Cash <sup>5</sup>	(42,688,556.64)	(42,688,556.64)	1.65	2	-0.68%
<b>Total Fund<sup>3</sup></b>	<b><u>6,403,129,165.26</u></b>	<b><u>6,282,532,821.18</u></b>	<b><u>4.38</u></b>	<b><u>253</u></b>	<b><u>100.00%</u></b>

1. East Bay Regional Communications System Authority.

2. Average Earning Allowance of WFB for this quarter.

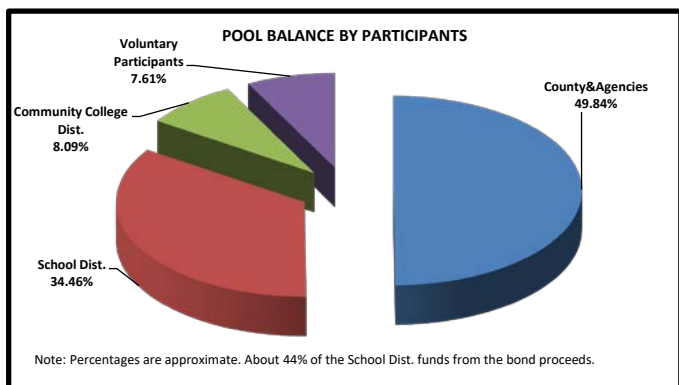
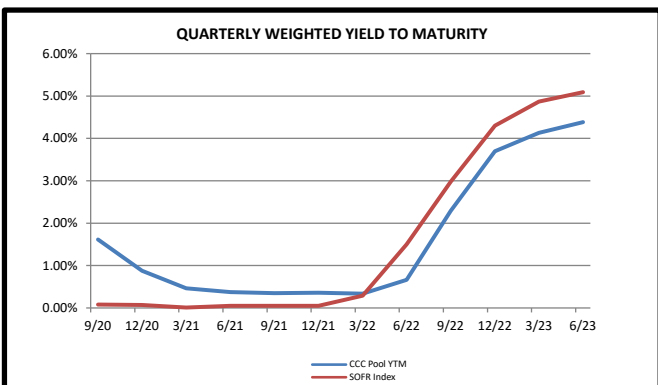
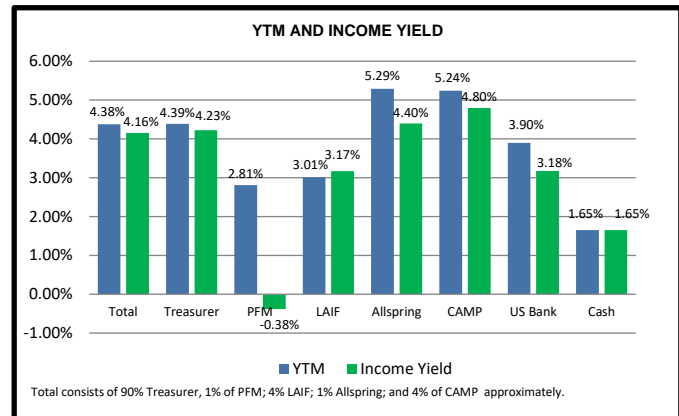
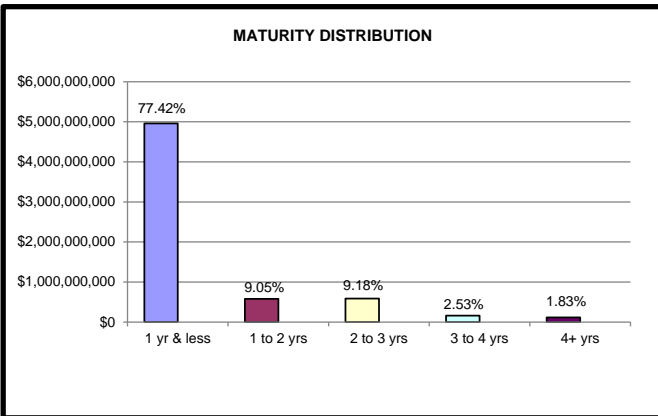
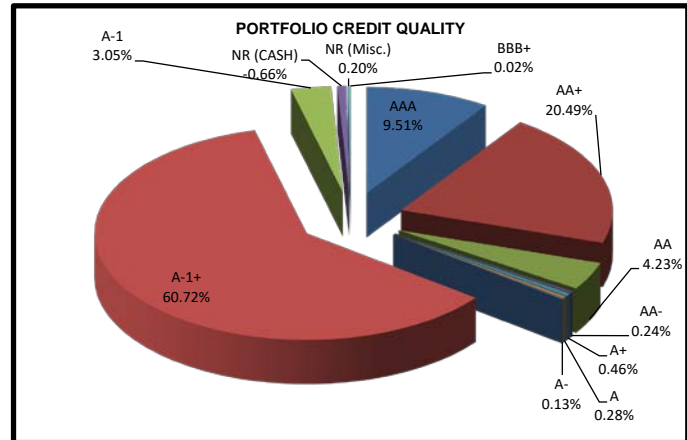
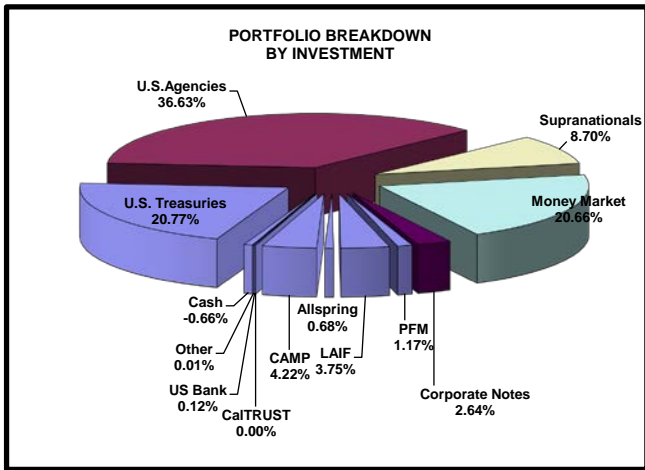
3. Excludes the Futuris Public Entity Trust of the CCCCDC Retirement Board of Authority.

4. PMIA Quarter to Date yield.

5. Negative cash balance was due to one-business day delay in reporting daily cash balance by Wells Fargo Bank. There was no bank account overdraft.

## CONTRA COSTA COUNTY INVESTMENT POOL AT A GLANCE

June 30, 2023

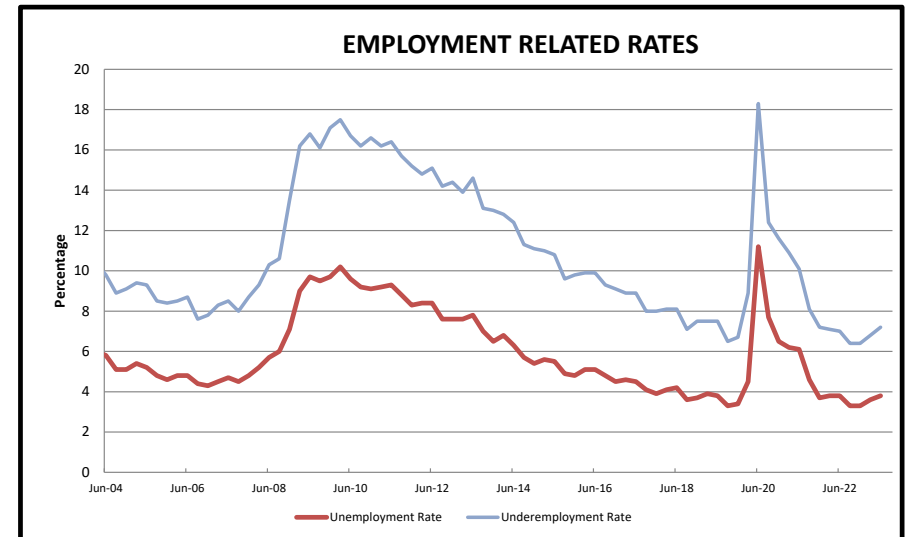
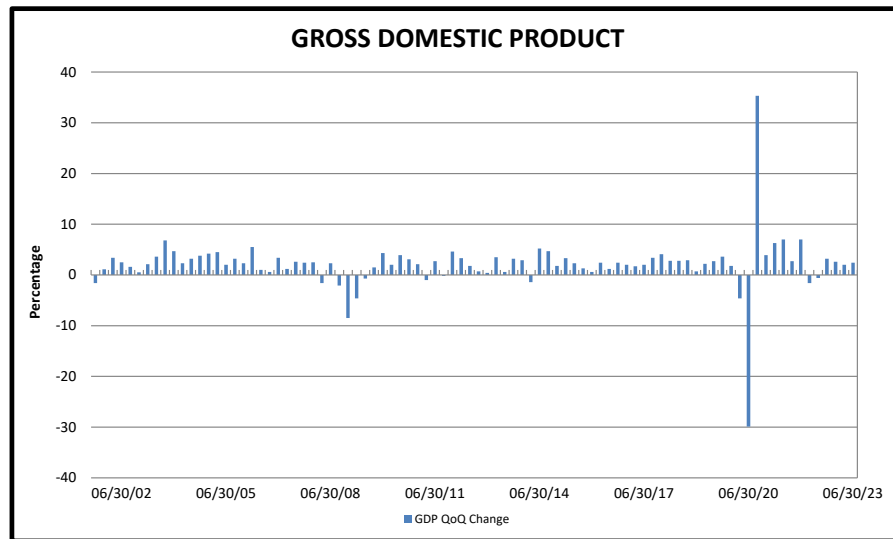
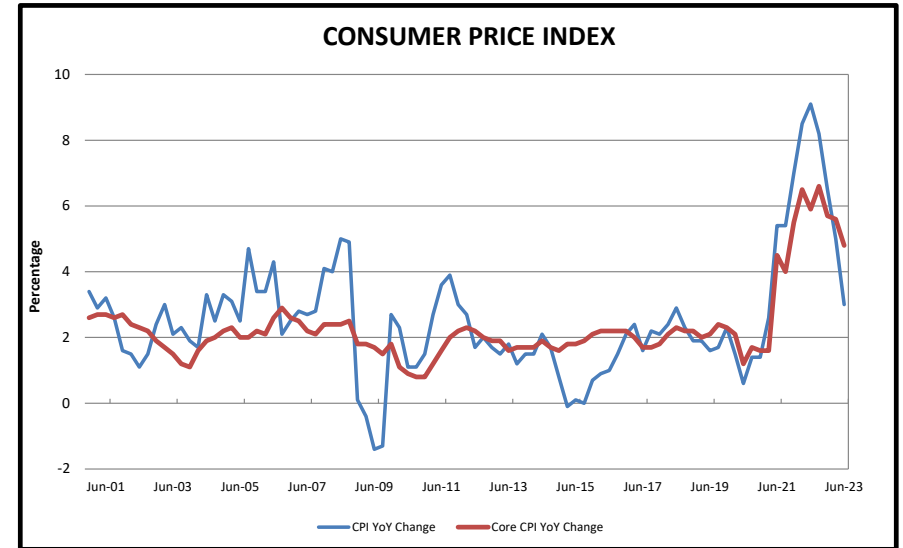
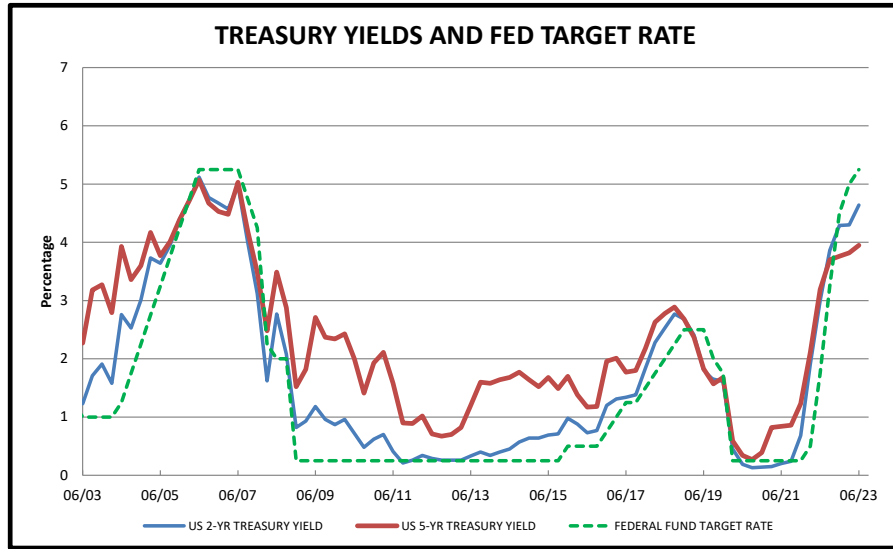


**NOTES TO INVESTMENT PORTFOLIO SUMMARY AND AT A GLANCE:**

1. All report information is unaudited but due diligence was utilized in its preparation. The information in the entire report is obtained at time of preparation hence may be updated after publishing and is subject to change without notice. Changes will be reflected in the next report.
2. There may be slight differences between the portfolio summary/at a glance pages and the attached statements/exhibits from time to time. The variances are largely due to rounding, the timing difference in recording and/or posting transactions, interest, security values, etc.
3. All securities and amounts included in the portfolio are denominated in United States Dollars.
4. The Contra Costa County investment portfolio maintains Standard & Poor's highest credit quality rating of AAAf and lowest volatility of S1+. The portfolio consists of a large portion of short-term investments with credit rating of A-1/P-1 or better. The majority of the long-term investments in the portfolio are rated AA or better.
5. In accordance with Contra Costa County's Investment Policy, the Treasurer's Office has constructed a portfolio that safeguards the principal, meets the liquidity needs and achieves a return. As a result, more than 77% of the portfolio will mature in less than a year with a weighted average maturity of 253 days.

### MAJOR MARKET AND ECONOMIC DATA

AS OF JUNE 30, 2023



Note:  
All data provided by Bloomberg.

# SECTION III

## APPENDIX

### A. INVESTMENT PORTFOLIO DETAIL - MANAGED BY TREASURER'S OFFICE

Notes:

1. Statements are generated by the SymPro Treasury Management Software system beginning first quarter of calendar year 2022.
2. Market pricing data are obtained from Interactive Data Corporation/ICE.

**Investment Portfolio -Treasury  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Time Deposits</b>												
121101042B	86232	WESTAMERICA BANK - TIME DEP		05/24/2021	3,404.12	3,404.12	3,404.12	0.080	N/A	0.081	328	05/24/2024
<b>Subtotal and Average</b>			<b>3,404.12</b>		<b>3,404.12</b>	<b>3,404.12</b>	<b>3,404.12</b>			<b>0.081</b>	<b>328</b>	
<b>Negotiable CDs</b>												
78015JAJ6	90271	RBC NY - YCD		08/08/2022	30,000,000.00	29,996,940.00	30,000,000.00	4.020	A-1+	4.076	2	07/03/2023
78015J5N3	90249	RBC NY - YCD		07/19/2022	25,000,000.00	24,981,925.00	25,000,000.00	3.900	A-1+	3.954	18	07/19/2023
78015JDA2	90320	RBC NY - YCD		09/09/2022	35,000,000.00	34,906,165.00	35,000,000.00	4.210	A-1+	4.268	69	09/08/2023
78015JRE9	90532	RBC NY - YCD		01/05/2023	35,000,000.00	34,938,785.00	35,000,000.00	5.430	A-1+	5.505	181	12/29/2023
<b>Subtotal and Average</b>			<b>141,333,333.33</b>		<b>125,000,000.00</b>	<b>124,823,815.00</b>	<b>125,000,000.00</b>			<b>4.506</b>	<b>74</b>	
<b>Corporate Notes</b>												
89236TJH9	86258	TOYOTA MCC - CORP		06/18/2021	10,000,000.00	9,527,389.20	9,993,670.46	0.500	A+	0.566	353	06/18/2024
06406RAL1	85315	BANK OF NY MELLON - CORP		10/24/2019	5,500,000.00	5,255,879.70	5,499,595.32	2.100	A	2.106	481	10/24/2024
06406RAL1	85316	BANK OF NY MELLON - CORP		10/24/2019	4,500,000.00	4,300,265.21	4,499,668.90	2.100	A	2.106	481	10/24/2024
57629WCG3	90545	MASS MUTUAL GLOBAL - CORP		01/13/2023	12,000,000.00	11,526,580.07	11,715,997.31	2.950	AA+	4.600	560	01/11/2025
40139LAG8	86549	GUARDIAN LIFE GLOB FUND - CORP		12/02/2021	10,000,000.00	9,093,235.40	9,972,987.35	1.100	AA+	1.240	723	06/23/2025
931142EW9	90341	WALMART INC - CORP		09/29/2022	11,000,000.00	10,778,810.90	10,840,377.96	3.900	AA	4.616	801	09/09/2025
64952WDW0	86281	NEW YORK LIFE - CORP		07/01/2021	10,000,000.00	8,935,136.80	9,943,392.41	0.850	AA+	1.079	929	01/15/2026
64952WED1	86244	NEW YORK LIFE - CORP		06/09/2021	10,000,000.00	8,849,627.10	9,997,119.89	1.150	AA+	1.160	1,074	06/09/2026
59217GER6	86587	MET LIFE GLOB FUND - CORP		01/14/2022	10,000,000.00	8,906,844.90	9,986,854.76	1.875	AA-	1.941	1,290	01/11/2027
66815L2K4	90393	NORTHWESTERN MUTUAL - CORP		10/17/2022	10,000,000.00	9,746,511.40	9,692,661.43	4.350	AA+	5.186	1,537	09/15/2027
<b>Subtotal and Average</b>			<b>92,126,981.17</b>		<b>93,000,000.00</b>	<b>86,920,280.68</b>	<b>92,142,325.79</b>			<b>2.550</b>	<b>852</b>	
<b>Commercial Paper Disc. -Amortizing</b>												
89233HU36	90651	TOYOTA MCC - CP		03/21/2023	35,000,000.00	34,985,230.00	34,990,413.89	4.930	A-1+	5.071	2	07/03/2023
02314QU64	90682	AMAZON - CP		04/06/2023	30,000,000.00	29,974,710.00	29,979,874.99	4.830	A-1+	4.958	5	07/06/2023
59157UU73	90662	METLIFE ST FDG - CP		03/27/2023	25,000,000.00	24,975,350.00	24,979,583.34	4.900	A-1+	5.038	6	07/07/2023
47816GUA5	90602	JOHNSON & JOHNSON - CP		03/01/2023	35,000,000.00	34,951,210.00	34,956,862.50	4.930	A-1+	5.090	9	07/10/2023
47816GUA5	90632	JOHNSON & JOHNSON - CP		03/09/2023	35,000,000.00	34,951,210.00	34,955,375.00	5.100	A-1+	5.263	9	07/10/2023
47816GUH0	90649	JOHNSON & JOHNSON - CP		03/20/2023	35,000,000.00	34,916,770.00	34,923,777.79	4.900	A-1+	5.050	16	07/17/2023
02314QUU1	90688	AMAZON - CP		04/06/2023	35,000,000.00	34,862,380.00	34,873,212.49	4.830	A-1+	4.972	27	07/28/2023
02314QUU1	90695	AMAZON - CP		04/10/2023	30,000,000.00	29,882,040.00	29,891,550.00	4.820	A-1+	4.959	27	07/28/2023
47816GUU1	90650	JOHNSON & JOHNSON - CP		03/20/2023	35,000,000.00	34,861,890.00	34,874,525.00	4.780	A-1+	4.932	27	07/28/2023
89233HUU6	90698	TOYOTA MCC - CP		04/10/2023	35,000,000.00	34,860,210.00	34,869,012.50	4.990	A-1+	5.137	27	07/28/2023
21687BUX7	90549	RABOBANK - CP		01/24/2023	30,000,000.00	29,868,270.00	29,878,750.00	4.850	A-1	5.045	30	07/31/2023
89233HUX0	90654	TOYOTA MCC - CP		03/22/2023	35,000,000.00	34,844,985.00	34,855,916.67	4.940	A-1+	5.100	30	07/31/2023
50000EV27	90831	KOCH INDUSTRIES - CP		06/08/2023	35,000,000.00	34,834,730.00	34,838,222.22	5.200	A-1+	5.314	32	08/02/2023
47816GV30	90699	JOHNSON & JOHNSON - CP		04/10/2023	35,000,000.00	34,831,580.00	34,845,358.36	4.820	A-1+	4.963	33	08/03/2023

**Investment Portfolio -Treasury  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to 365 Maturity	Maturity Date
<b>Commercial Paper Disc. -Amortizing</b>												
50000EVA9	90783	KOCH INDUSTRIES - CP		05/16/2023	20,000,000.00	19,882,000.00	19,886,666.67	5.100	A-1+	5.235	40	08/10/2023
47816GVR7	90758	JOHNSON & JOHNSON - CP		04/26/2023	30,000,000.00	29,758,500.00	29,771,750.05	4.980	A-1+	5.135	55	08/25/2023
59157UW14	90779	METLIFE ST FDG - CP		05/12/2023	30,000,000.00	29,721,690.00	29,738,050.06	5.070	A-1+	5.223	62	09/01/2023
50000EW75	90801	KOCH INDUSTRIES - CP		05/25/2023	35,000,000.00	34,647,200.00	34,656,222.22	5.200	A-1+	5.353	68	09/07/2023
59157UWB2	90780	METLIFE ST FDG - CP		05/15/2023	35,000,000.00	34,621,125.00	34,644,400.00	5.080	A-1+	5.239	72	09/11/2023
50000EWC4	90828	KOCH INDUSTRIES - CP		06/06/2023	35,000,000.00	34,621,265.00	34,629,525.00	5.220	A-1+	5.369	73	09/12/2023
50000EWD2	90790	KOCH INDUSTRIES - CP		05/18/2023	30,000,000.00	29,670,930.00	29,683,650.00	5.130	A-1+	5.290	74	09/13/2023
89233HWE0	90807	TOYOTA MCC - CP		05/31/2023	35,000,000.00	34,608,875.00	34,610,625.00	5.340	A-1+	5.501	75	09/14/2023
50000EWL4	90799	KOCH INDUSTRIES - CP		05/24/2023	35,000,000.00	34,579,685.00	34,590,500.00	5.200	A-1+	5.364	81	09/20/2023
89233HWM2	90808	TOYOTA MCC - CP		05/31/2023	35,000,000.00	34,570,935.00	34,574,283.34	5.340	A-1+	5.506	82	09/21/2023
47816GWR6	90769	JOHNSON & JOHNSON - CP		05/03/2023	35,000,000.00	34,567,855.00	34,588,633.26	4.920	A-1+	5.089	86	09/25/2023
59157UWU0	90784	METLIFE ST FDG - CP		05/16/2023	17,000,000.00	16,770,500.00	16,785,658.33	5.100	A-1+	5.272	89	09/28/2023
59157UWV8	90786	METLIFE ST FDG - CP		05/17/2023	25,000,000.00	24,658,600.00	24,681,875.00	5.090	A-1+	5.261	90	09/29/2023
62479MXA6	90830	MUFG BK LTD - CP		06/07/2023	30,000,000.00	29,536,470.00	29,540,450.00	5.460	A-1	5.643	101	10/10/2023
62479MXG3	90832	MUFG BK LTD - CP		06/08/2023	35,000,000.00	34,425,965.00	34,430,968.06	5.470	A-1	5.658	107	10/16/2023
89233HXH2	90838	TOYOTA MCC - CP		06/12/2023	35,000,000.00	34,429,430.00	34,435,100.00	5.380	A-1+	5.560	108	10/17/2023
62479MXJ7	90844	MUFG BK LTD - CP		06/13/2023	35,000,000.00	34,414,800.00	34,418,212.50	5.490	A-1	5.676	109	10/18/2023
62479MXK4	90846	MUFG BK LTD - CP		06/15/2023	30,000,000.00	29,493,630.00	29,501,333.33	5.440	A-1	5.623	110	10/19/2023
89233HXP4	90839	TOYOTA MCC - CP		06/12/2023	35,000,000.00	34,396,460.00	34,401,500.00	5.400	A-1+	5.586	114	10/23/2023
59157UXW5	90834	METLIFE ST FDG - CP		06/08/2023	35,000,000.00	34,353,200.00	34,380,043.06	5.270	A-1+	5.458	121	10/30/2023
59157UXW5	90837	METLIFE ST FDG - CP		06/09/2023	33,139,000.00	32,526,591.28	32,544,210.18	5.340	A-1+	5.531	121	10/30/2023
59157UY87	90860	METLIFE ST FDG - CP		06/29/2023	25,000,000.00	24,502,550.00	24,524,236.11	5.270	A-1+	5.448	130	11/08/2023
89233HYN8	90852	TOYOTA MCC - CP		06/26/2023	30,000,000.00	29,339,280.00	29,343,600.00	5.470	A-1+	5.674	144	11/22/2023
46640PCR2	90864	JP MORGAN - CP		06/30/2023	35,000,000.00	33,511,905.00	33,546,100.00	5.580	A-1	5.904	268	03/25/2024
<b>Subtotal and Average</b>			<b>1,197,908,065.94</b>		<b>1,220,139,000.00</b>	<b>1,207,210,006.28</b>	<b>1,207,620,026.92</b>			<b>5.304</b>	<b>70</b>	

**Federal Agency Coupon Securities**

3133EPKA2	90789	FFCB - AGENCY		05/18/2023	10,000,000.00	9,818,162.40	9,999,143.56	4.000	AA+	4.010	48	08/18/2023
3133EKPG5	85102	FFCB - AGENCY		06/14/2019	4,956,000.00	4,926,111.95	4,957,724.60	2.125	AA+	1.921	66	09/05/2023
3137EAEW5	85769	FHLMC - AGENCY		09/04/2020	10,000,000.00	9,909,029.40	9,999,796.03	0.250	AA+	0.261	69	09/08/2023
3130ATYM3	90453	FHLB - AGENCY		11/23/2022	10,000,000.00	9,965,134.20	9,998,782.45	4.875	AA+	4.907	144	11/22/2023
3130ATPW1	90394	FHLB - AGENCY		10/19/2022	27,500,000.00	27,394,901.60	27,493,613.48	4.625	AA+	4.672	160	12/08/2023
3133ENS58	90520	FFCB - AGENCY		12/27/2022	10,000,000.00	9,961,882.70	9,998,112.89	4.750	AA+	4.790	179	12/27/2023
3130AUM92	90547	FHLB - AGENCY		01/19/2023	10,000,000.00	9,949,422.00	9,995,099.83	4.750	AA+	4.842	202	01/19/2024
3130AVR87	90759	FHLB - AGENCY		04/26/2023	10,000,000.00	9,968,899.90	10,000,000.00	5.125	AA+	5.125	209	01/26/2024
3130AUSH8	90574	FHLB - AGENCY		02/06/2023	10,000,000.00	9,952,875.50	9,998,387.50	4.750	AA+	4.778	220	02/06/2024
3130AUVK7	90588	FHLB - AGENCY		02/13/2023	10,000,000.00	9,966,394.60	9,999,075.00	5.000	AA+	5.016	227	02/13/2024
3135GAGV7	90760	FNMA - AGENCY		04/26/2023	10,000,000.00	9,951,155.50	10,000,000.00	5.125	AA+	5.125	300	04/26/2024

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Coupon Securities</b>												
3133ENYX2	90215	FFCB - AGENCY		06/17/2022	10,000,000.00	9,796,569.50	9,978,807.50	3.250	AA+	3.480	352	06/17/2024
3133ENYX2	90216	FFCB - AGENCY		06/17/2022	10,000,000.00	9,796,569.50	9,997,875.94	3.250	AA+	3.273	352	06/17/2024
3134GYS60	90788	FHLMC - AGENCY		05/17/2023	10,000,000.00	9,939,985.70	10,000,000.00	5.200	AA+	5.200	352	06/17/2024
3135GAEH0	90566	FNMA - AGENCY		01/30/2023	10,000,000.00	9,910,231.30	10,000,000.00	4.800	AA+	4.800	395	07/30/2024
3134GYA69	90519	FHLMC - AGENCY		12/27/2022	10,000,000.00	9,924,516.70	10,000,000.00	5.000	AA+	5.005	454	09/27/2024
3135G0W66	85280	FNMA - AGENCY		10/18/2019	20,000,000.00	19,079,800.00	19,991,169.28	1.625	AA+	1.661	472	10/15/2024
3135G0W66	85281	FNMA - AGENCY		10/18/2019	10,000,000.00	9,539,900.00	9,995,584.64	1.625	AA+	1.661	472	10/15/2024
3133ENS43	90391	FFCB - AGENCY		10/17/2022	10,000,000.00	9,841,587.00	9,994,498.61	4.375	AA+	4.420	474	10/17/2024
3134GYDB5	90568	FHLMC - AGENCY		01/30/2023	10,000,000.00	9,919,047.40	10,000,000.00	5.000	AA+	5.005	487	10/30/2024
3133EN4N7	90512	FFCB - AGENCY		12/20/2022	10,000,000.00	9,848,462.70	9,981,191.11	4.250	AA+	4.385	538	12/20/2024
3133EN4N7	90513	FFCB - AGENCY		12/20/2022	10,000,000.00	9,848,462.70	9,981,205.81	4.250	AA+	4.385	538	12/20/2024
3133EN4N7	90514	FFCB - AGENCY		12/20/2022	10,000,000.00	9,848,462.70	9,990,889.44	4.250	AA+	4.315	538	12/20/2024
3130AQF40	86558	FHLB - AGENCY		12/22/2021	10,000,000.00	9,399,545.00	9,996,103.65	1.000	AA+	1.027	538	12/20/2024
3133ENZ37	90431	FFCB - AGENCY		11/10/2022	10,000,000.00	9,948,092.30	9,998,803.46	4.875	AA+	4.887	559	01/10/2025
3133ENLU2	86598	FFCB - AGENCY		01/21/2022	10,000,000.00	9,416,077.30	9,992,429.63	1.320	AA+	1.370	570	01/21/2025
3134GYFD9	90567	FHLMC - AGENCY		01/30/2023	10,000,000.00	9,884,926.80	10,000,000.00	4.770	AA+	4.770	579	01/30/2025
3134GYGH9	90573	FHLMC - AGENCY		02/06/2023	10,000,000.00	9,888,267.30	10,000,000.00	4.800	AA+	4.800	586	02/06/2025
3130AUUQ5	90586	FHLB - AGENCY		02/13/2023	10,000,000.00	9,907,175.30	10,000,000.00	5.020	AA+	5.020	593	02/13/2025
3133ENPG9	90013	FFCB - AGENCY		02/15/2022	10,000,000.00	9,480,813.40	9,989,015.39	1.750	AA+	1.820	594	02/14/2025
3133EPBH7	90592	FFCB - AGENCY		02/23/2023	10,000,000.00	9,938,517.09	9,994,881.79	4.750	AA+	4.800	601	02/21/2025
3133EPFL4	90692	FFCB - AGENCY		04/10/2023	10,000,000.00	9,827,701.50	9,999,558.70	4.000	AA+	4.004	618	03/10/2025
3133EPER2	90665	FFCB - AGENCY		03/28/2023	10,000,000.00	9,799,186.90	9,949,927.08	4.000	AA+	4.303	636	03/28/2025
3133ENVC1	90138	FFCB - AGENCY		04/25/2022	10,000,000.00	9,590,157.20	10,000,000.00	2.750	AA+	2.750	664	04/25/2025
3130AWER7	90840	FHLB - AGENCY		06/12/2023	10,000,000.00	9,926,404.40	9,992,602.24	4.625	AA+	4.666	706	06/06/2025
3133EN4B3	90506	FFCB - AGENCY		12/13/2022	10,000,000.00	9,858,183.30	9,993,760.00	4.250	AA+	4.284	713	06/13/2025
3135G04Z3	85679	FNMA - AGENCY		06/19/2020	20,000,000.00	18,358,013.20	19,983,743.94	0.500	AA+	0.542	717	06/17/2025
3130AN4A5	86282	FHLB - AGENCY		07/06/2021	10,000,000.00	9,202,276.00	9,999,017.27	0.700	AA+	0.705	730	06/30/2025
3133ENP95	90344	FFCB - AGENCY		09/30/2022	10,000,000.00	9,875,248.30	9,953,182.87	4.250	AA+	4.475	822	09/30/2025
3135G06G3	85911	FNMA - AGENCY		11/12/2020	10,000,000.00	9,061,014.30	9,983,127.13	0.500	AA+	0.573	860	11/07/2025
3133EPAQ8	90587	FFCB - AGENCY		02/13/2023	10,000,000.00	9,873,864.60	9,969,472.22	4.125	AA+	4.250	958	02/13/2026
3133EPCR4	90627	FFCB - AGENCY		03/09/2023	10,000,000.00	10,004,003.80	9,996,531.33	4.750	AA+	4.764	982	03/09/2026
3133EPFT7	90724	FFCB - AGENCY		04/13/2023	10,000,000.00	9,773,611.80	9,972,166.67	3.750	AA+	3.857	1,017	04/13/2026
3133EPKX2	90803	FFCB - AGENCY		05/26/2023	10,000,000.00	9,848,515.70	9,976,197.22	4.000	AA+	4.088	1,060	05/26/2026
3134GY6L1	90511	FHLMC - AGENCY		12/20/2022	15,000,000.00	14,777,678.25	15,000,000.00	4.750	AA+	4.750	1,083	06/18/2026
3133EPEE1	90666	FFCB - AGENCY		03/29/2023	10,000,000.00	9,830,111.50	9,992,801.31	4.000	AA+	4.021	1,367	03/29/2027
3133EPGT6	90761	FFCB - AGENCY		04/26/2023	10,000,000.00	9,803,037.20	9,959,704.86	3.875	AA+	3.990	1,395	04/26/2027
3134GYTW2	90845	FHLMC - AGENCY		06/14/2023	10,000,000.00	9,957,165.90	10,000,000.00	5.300	AA+	5.300	1,444	06/14/2027
3133ENS50	90386	FFCB - AGENCY		10/14/2022	10,000,000.00	9,906,631.40	10,000,000.00	4.125	AA+	4.125	1,566	10/14/2027

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Coupon Securities</b>												
3130AV2M3	90647	FHLB - AGENCY		03/16/2023	3,709,327.55	3,684,988.98	3,709,327.55	6.000	AA+	6.000	1,720	03/16/2028
3133EPFU4	90718	FFCB - AGENCY		04/12/2023	10,000,000.00	9,705,651.10	9,985,562.72	3.500	AA+	3.533	1,747	04/12/2028
<b>Subtotal and Average</b>			<b>552,543,373.26</b>		<b>541,165,327.55</b>	<b>529,584,424.77</b>	<b>540,738,874.70</b>			<b>3.779</b>	<b>620</b>	
<b>Federal Agency Disc. -Amortizing</b>												
313384HR3	90351	FHLB - AGENCY DISC		10/07/2022	1,610,000.00	1,610,000.00	1,609,633.72	4.095	A-1+	4.313	2	07/03/2023
313384HT9	90661	FHLB - AGENCY DISC		03/27/2023	30,000,000.00	29,991,948.90	29,984,533.33	4.640	A-1+	4.766	4	07/05/2023
313384JA8	90663	FHLB - AGENCY DISC		03/28/2023	35,000,000.00	34,957,750.80	34,950,003.47	4.675	A-1+	4.873	11	07/12/2023
313384JB6	90678	FHLB - AGENCY DISC		04/05/2023	35,000,000.00	34,953,059.75	34,944,583.33	4.750	A-1+	4.948	12	07/13/2023
313384JC4	90746	FHLB - AGENCY DISC		04/19/2023	5,000,000.00	4,992,624.15	4,991,360.42	4.785	A-1+	4.908	13	07/14/2023
313384JJ9	90674	FHLB - AGENCY DISC		04/03/2023	35,000,000.00	34,920,238.85	34,912,256.94	4.750	A-1+	4.953	19	07/20/2023
313384JQ3	90676	FHLB - AGENCY DISC		04/04/2023	30,000,000.00	29,907,541.20	29,900,416.67	4.780	A-1+	4.989	25	07/26/2023
313384JQ3	90683	FHLB - AGENCY DISC		04/06/2023	35,000,000.00	34,892,131.40	34,885,763.89	4.700	A-1+	4.903	25	07/26/2023
313384JQ3	90687	FHLB - AGENCY DISC		04/06/2023	30,000,000.00	29,907,541.20	29,902,083.33	4.700	A-1+	4.835	25	07/26/2023
313384JS9	90680	FHLB - AGENCY DISC		04/05/2023	35,000,000.00	34,882,767.15	34,876,625.00	4.700	A-1+	4.837	27	07/28/2023
313384JS9	90684	FHLB - AGENCY DISC		04/06/2023	35,000,000.00	34,882,767.15	34,876,625.00	4.700	A-1+	4.904	27	07/28/2023
313384JS9	90685	FHLB - AGENCY DISC		04/06/2023	35,000,000.00	34,882,767.15	34,876,625.00	4.700	A-1+	4.837	27	07/28/2023
313384JS9	90694	FHLB - AGENCY DISC		04/10/2023	30,000,000.00	29,899,514.70	29,892,000.00	4.800	A-1+	4.938	27	07/28/2023
313384JS9	90696	FHLB - AGENCY DISC		04/10/2023	35,000,000.00	34,882,767.15	34,874,000.00	4.800	A-1+	4.938	27	07/28/2023
313384JS9	90697	FHLB - AGENCY DISC		04/10/2023	35,000,000.00	34,882,767.15	34,874,000.00	4.800	A-1+	5.007	27	07/28/2023
313384JX8	90763	FHLB - AGENCY DISC		04/28/2023	20,000,000.00	19,918,848.20	19,912,266.67	4.935	A-1+	5.070	32	08/02/2023
313384KC2	90754	FHLB - AGENCY DISC		04/25/2023	35,000,000.00	34,834,370.90	34,824,095.83	4.890	A-1+	5.099	37	08/07/2023
313384KE8	90762	FHLB - AGENCY DISC		04/27/2023	30,000,000.00	29,849,940.30	29,839,937.50	4.925	A-1+	5.065	39	08/09/2023
313384KG3	90295	FHLB - AGENCY DISC		08/12/2022	5,000,000.00	4,973,641.70	4,982,005.56	3.160	A-1+	3.329	41	08/11/2023
313384KK4	90765	FHLB - AGENCY DISC		05/01/2023	30,000,000.00	29,829,719.40	29,818,500.00	4.950	A-1+	5.092	44	08/14/2023
313384KM0	90766	FHLB - AGENCY DISC		05/02/2023	25,000,000.00	24,851,362.50	24,840,916.58	4.980	A-1+	5.124	46	08/16/2023
313384KP3	90764	FHLB - AGENCY DISC		05/01/2023	30,000,000.00	29,813,552.70	29,801,200.00	4.970	A-1+	5.116	48	08/18/2023
313384KU2	90768	FHLB - AGENCY DISC		05/03/2023	30,000,000.00	29,793,356.70	29,782,479.17	4.925	A-1+	5.071	53	08/23/2023
313384KV0	90596	FHLB - AGENCY DISC		02/27/2023	8,500,000.00	8,440,307.14	8,437,397.50	4.910	A-1+	5.173	54	08/24/2023
313384KZ1	90771	FHLB - AGENCY DISC		05/04/2023	25,000,000.00	24,810,978.75	24,801,833.33	4.920	A-1+	5.139	58	08/28/2023
313384LH0	90777	FHLB - AGENCY DISC		05/11/2023	35,000,000.00	34,687,962.40	34,682,375.00	4.950	A-1+	5.101	66	09/05/2023
313384LJ6	90772	FHLB - AGENCY DISC		05/04/2023	30,000,000.00	29,733,813.60	29,726,416.66	4.900	A-1+	5.054	67	09/06/2023
313384LW7	90802	FHLB - AGENCY DISC		05/25/2023	35,000,000.00	34,632,418.80	34,600,611.11	5.200	A-1+	5.362	79	09/18/2023
313384MF3	90350	FHLB - AGENCY DISC		10/07/2022	3,500,000.00	3,458,970.73	3,464,537.22	4.145	A-1+	4.396	88	09/27/2023
313384MG1	90352	FHLB - AGENCY DISC		10/07/2022	250,000.00	247,035.47	247,438.16	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90353	FHLB - AGENCY DISC		10/07/2022	2,400,000.00	2,371,540.46	2,375,406.33	4.145	A-1+	4.397	89	09/28/2023
313384MG1	90354	FHLB - AGENCY DISC		10/07/2022	6,000,000.00	5,928,851.16	5,938,515.83	4.145	A-1+	4.397	89	09/28/2023
313384MG1	90355	FHLB - AGENCY DISC		10/07/2022	25,000,000.00	24,703,546.50	24,743,815.97	4.145	A-1+	4.396	89	09/28/2023



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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Disc. -Amortizing</b>												
313384MG1	90356	FHLB - AGENCY DISC		10/07/2022	8,750,000.00	8,646,241.28	8,660,335.59	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90357	FHLB - AGENCY DISC		10/07/2022	200,000.00	197,628.37	197,950.53	4.145	A-1+	4.397	89	09/28/2023
313384MG1	90358	FHLB - AGENCY DISC		10/07/2022	300,000.00	296,442.56	296,925.79	4.145	A-1+	4.397	89	09/28/2023
313384MG1	90359	FHLB - AGENCY DISC		10/07/2022	200,000.00	197,628.37	197,950.53	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90360	FHLB - AGENCY DISC		10/07/2022	1,500,000.00	1,482,212.79	1,484,628.96	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90361	FHLB - AGENCY DISC		10/07/2022	350,000.00	345,849.65	346,413.42	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90362	FHLB - AGENCY DISC		10/07/2022	6,000,000.00	5,928,851.16	5,938,515.83	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90363	FHLB - AGENCY DISC		10/07/2022	500,000.00	494,070.93	494,876.32	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90364	FHLB - AGENCY DISC		10/07/2022	6,500,000.00	6,422,922.09	6,433,392.15	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90365	FHLB - AGENCY DISC		10/07/2022	250,000.00	247,035.47	247,438.16	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90366	FHLB - AGENCY DISC		10/07/2022	2,500,000.00	2,470,354.65	2,474,381.60	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90367	FHLB - AGENCY DISC		10/07/2022	7,000,000.00	6,916,993.02	6,928,268.47	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90368	FHLB - AGENCY DISC		10/07/2022	600,000.00	592,885.12	593,851.58	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90369	FHLB - AGENCY DISC		10/07/2022	9,500,000.00	9,387,347.67	9,402,650.07	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90370	FHLB - AGENCY DISC		10/07/2022	1,200,000.00	1,185,770.23	1,187,703.17	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90371	FHLB - AGENCY DISC		10/07/2022	4,000,000.00	3,952,567.44	3,959,010.55	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90372	FHLB - AGENCY DISC		10/07/2022	600,000.00	592,885.12	593,851.58	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90373	FHLB - AGENCY DISC		10/07/2022	300,000.00	296,442.56	296,925.79	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90374	FHLB - AGENCY DISC		10/07/2022	300,000.00	296,442.56	296,925.79	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90375	FHLB - AGENCY DISC		10/07/2022	1,500,000.00	1,482,212.79	1,484,628.96	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90376	FHLB - AGENCY DISC		10/07/2022	600,000.00	592,885.12	593,851.58	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90377	FHLB - AGENCY DISC		10/07/2022	900,000.00	889,327.67	890,777.38	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90378	FHLB - AGENCY DISC		10/07/2022	200,000.00	197,628.37	197,950.53	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90379	FHLB - AGENCY DISC		10/07/2022	2,000,000.00	1,976,283.72	1,979,505.28	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90380	FHLB - AGENCY DISC		10/07/2022	200,000.00	197,628.37	197,950.53	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90381	FHLB - AGENCY DISC		10/07/2022	400,000.00	395,256.74	395,901.06	4.145	A-1+	4.396	89	09/28/2023
313384MG1	90781	FHLB - AGENCY DISC		05/15/2023	30,000,000.00	29,644,255.80	29,633,245.84	4.945	A-1+	5.109	89	09/28/2023
313384ML0	90744	FHLB - AGENCY DISC		04/19/2023	2,000,000.00	1,974,569.46	1,975,355.00	4.770	A-1+	5.014	93	10/02/2023
313384ML0	90785	FHLB - AGENCY DISC		05/16/2023	30,000,000.00	29,618,541.90	29,616,762.50	4.945	A-1+	5.111	93	10/02/2023
313384MN6	90787	FHLB - AGENCY DISC		05/17/2023	35,000,000.00	34,553,550.50	34,538,194.44	5.000	A-1+	5.242	95	10/04/2023
313384MU0	90778	FHLB - AGENCY DISC		05/12/2023	35,000,000.00	34,524,943.60	34,515,901.39	4.930	A-1+	5.104	101	10/10/2023
313384MV8	90782	FHLB - AGENCY DISC		05/15/2023	30,000,000.00	29,588,724.30	29,576,700.00	4.980	A-1+	5.155	102	10/11/2023
313384NK1	90829	FHLB - AGENCY DISC		06/06/2023	35,000,000.00	34,453,530.30	34,416,938.89	5.170	A-1+	5.350	116	10/25/2023
313384NM7	90833	FHLB - AGENCY DISC		06/08/2023	35,000,000.00	34,444,019.40	34,406,886.11	5.170	A-1+	5.350	118	10/27/2023
313384NS4	90857	FHLB - AGENCY DISC		06/28/2023	25,000,000.00	24,580,787.25	24,563,520.83	5.110	A-1+	5.349	123	11/01/2023
313384PF0	90863	FHLB - AGENCY DISC		06/30/2023	30,000,000.00	29,443,401.60	29,415,200.00	5.160	A-1+	5.336	136	11/14/2023
313384RK7	90745	FHLB - AGENCY DISC		04/19/2023	4,500,000.00	4,382,592.53	4,390,255.00	4.670	A-1+	4.933	188	01/05/2024
313384SF7	90551	FHLB - AGENCY DISC		01/25/2023	6,000,000.00	5,826,869.16	5,840,360.00	4.605	A-1+	4.906	208	01/25/2024

**Investment Portfolio -Treasury**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Disc. -Amortizing</b>												
313384SF7	90552	FHLB - AGENCY DISC		01/25/2023	5,000,000.00	4,855,724.30	4,866,966.66	4.605	A-1+	4.906	208	01/25/2024
313384VQ9	90800	FHLB - AGENCY DISC		05/25/2023	4,073,000.00	3,915,670.40	3,910,985.68	4.955	A-1+	5.287	289	04/15/2024
313384XY0	90850	FHLB - AGENCY DISC		06/16/2023	2,500,000.00	2,386,813.30	2,381,046.88	4.965	A-1+	5.297	345	06/10/2024
<b>Subtotal and Average</b>			<b>1,224,657,785.29</b>		<b>1,182,683,000.00</b>	<b>1,173,202,191.73</b>	<b>1,172,991,138.94</b>			<b>4.999</b>	<b>60</b>	
<b>Treasury Coupon Securities</b>												
91282CEK3	90183	US TREASURY NOTES		05/19/2022	1,500,000.00	1,464,023.43	1,498,048.63	2.500	AA+	2.661	304	04/30/2024
91282CEK3	90184	US TREASURY NOTES		05/19/2022	2,500,000.00	2,440,039.05	2,496,747.72	2.500	AA+	2.661	304	04/30/2024
91282CDS7	86597	US TREASURY NOTES		01/21/2022	2,500,000.00	2,350,683.60	2,494,845.90	1.125	AA+	1.261	564	01/15/2025
<b>Subtotal and Average</b>			<b>6,489,261.54</b>		<b>6,500,000.00</b>	<b>6,254,746.08</b>	<b>6,489,642.25</b>			<b>2.123</b>	<b>404</b>	
<b>Treasury Bills</b>												
912796ZS1	90711	US TREASURY BILLS		04/11/2023	35,000,000.00	34,985,559.00	34,976,472.22	4.840	A-1+	5.034	5	07/06/2023
912796ZS1	90712	US TREASURY BILLS		04/11/2023	35,000,000.00	34,985,559.00	34,976,472.22	4.840	A-1+	5.034	5	07/06/2023
912797FX0	90657	US TREASURY BILLS		03/24/2023	35,000,000.00	34,961,247.30	34,955,102.78	4.618	A-1+	4.828	10	07/11/2023
912797FX0	90713	US TREASURY BILLS		04/11/2023	35,000,000.00	34,961,247.30	34,953,430.56	4.790	A-1+	4.998	10	07/11/2023
912797FY8	90668	US TREASURY BILLS		03/30/2023	35,000,000.00	34,927,101.65	34,923,641.67	4.620	A-1+	4.830	17	07/18/2023
912796ZZ5	90732	US TREASURY BILLS		04/18/2023	4,690,000.00	4,678,904.26	4,677,784.50	4.935	A-1+	5.138	19	07/20/2023
912796ZZ5	90733	US TREASURY BILLS		04/18/2023	2,500,000.00	2,494,085.42	2,493,488.54	4.935	A-1+	5.138	19	07/20/2023
912796ZZ5	90752	US TREASURY BILLS		04/24/2023	9,000,000.00	8,978,707.53	8,976,606.25	4.925	A-1+	5.124	19	07/20/2023
912796ZZ5	90753	US TREASURY BILLS		04/24/2023	33,000,000.00	32,921,927.61	32,914,222.92	4.925	A-1+	5.124	19	07/20/2023
313384JN0	90672	US TREASURY BILLS		03/31/2023	30,000,000.00	29,915,569.80	29,910,491.67	4.670	A-1+	4.874	23	07/24/2023
912797FZ5	90664	US TREASURY BILLS		03/28/2023	35,000,000.00	34,893,296.20	34,889,808.33	4.723	A-1+	4.945	24	07/25/2023
912797FZ5	90667	US TREASURY BILLS		03/29/2023	35,000,000.00	34,893,296.20	34,890,800.00	4.680	A-1+	4.899	24	07/25/2023
912797FZ5	90677	US TREASURY BILLS		04/04/2023	30,000,000.00	29,908,539.60	29,908,600.00	4.570	A-1+	4.779	24	07/25/2023
912797FZ5	90689	US TREASURY BILLS		04/06/2023	30,000,000.00	29,908,539.60	29,909,500.00	4.525	A-1+	4.730	24	07/25/2023
912797FZ5	90756	US TREASURY BILLS		04/25/2023	5,000,000.00	4,984,756.60	4,983,700.00	4.890	A-1+	5.104	24	07/25/2023
912796Y29	90679	US TREASURY BILLS		04/05/2023	35,000,000.00	34,882,925.00	34,884,986.11	4.550	A-1+	4.745	26	07/27/2023
912796Y29	90686	US TREASURY BILLS		04/06/2023	35,000,000.00	34,882,925.00	34,886,502.78	4.490	A-1+	4.681	26	07/27/2023
912796Y29	90690	US TREASURY BILLS		04/10/2023	30,000,000.00	29,899,650.00	29,899,250.00	4.650	A-1+	4.847	26	07/27/2023
912796Y29	90691	US TREASURY BILLS		04/10/2023	35,000,000.00	34,882,925.00	34,882,458.33	4.650	A-1+	4.848	26	07/27/2023
912797GA9	90720	US TREASURY BILLS		04/13/2023	35,000,000.00	34,857,336.15	34,853,525.00	4.860	A-1+	5.085	31	08/01/2023
912796Y37	90773	US TREASURY BILLS		05/08/2023	30,000,000.00	29,868,379.20	29,860,437.50	5.075	A-1+	5.282	33	08/03/2023
912797GF8	90715	US TREASURY BILLS		04/12/2023	35,000,000.00	34,820,537.50	34,819,341.67	4.890	A-1+	5.123	38	08/08/2023
912796XY0	90714	US TREASURY BILLS		04/11/2023	35,000,000.00	34,810,475.00	34,813,916.67	4.785	A-1+	4.999	40	08/10/2023
912797GG6	90740	US TREASURY BILLS		04/19/2023	4,998,000.00	4,967,250.40	4,966,824.98	4.990	A-1+	5.230	45	08/15/2023
912797GG6	90748	US TREASURY BILLS		04/19/2023	35,000,000.00	34,784,666.70	34,780,812.50	5.010	A-1+	5.250	45	08/15/2023
912796Z36	90721	US TREASURY BILLS		04/13/2023	35,000,000.00	34,774,009.20	34,781,580.56	4.780	A-1+	4.997	47	08/17/2023

Portfolio CCIP

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**Investment Portfolio -Treasury**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Treasury Bills</b>												
912796Z36	90793	US TREASURY BILLS		05/19/2023	10,500,000.00	10,432,202.76	10,430,087.50	5.100	A-1+	5.311	47	08/17/2023
912797GH4	90757	US TREASURY BILLS		04/26/2023	35,000,000.00	34,749,126.30	34,749,750.00	4.950	A-1+	5.187	52	08/22/2023
912796Z44	90717	US TREASURY BILLS		04/12/2023	35,000,000.00	34,738,079.95	34,753,250.00	4.700	A-1+	4.917	54	08/24/2023
912796Z51	90722	US TREASURY BILLS		04/13/2023	35,000,000.00	34,703,844.70	34,719,188.19	4.735	A-1+	4.972	61	08/31/2023
912796Z51	90810	US TREASURY BILLS		06/02/2023	4,000,000.00	3,966,153.68	3,964,687.78	5.210	A-1+	5.442	61	08/31/2023
912796Z51	90811	US TREASURY BILLS		06/02/2023	5,000,000.00	4,957,692.10	4,955,859.72	5.210	A-1+	5.442	61	08/31/2023
912796Z51	90812	US TREASURY BILLS		06/02/2023	5,370,000.00	5,324,561.32	5,322,593.34	5.210	A-1+	5.442	61	08/31/2023
912796Z51	90813	US TREASURY BILLS		06/02/2023	1,970,000.00	1,953,330.69	1,952,608.73	5.210	A-1+	5.442	61	08/31/2023
912796Z51	90814	US TREASURY BILLS		06/02/2023	4,660,000.00	4,620,569.04	4,618,861.26	5.210	A-1+	5.442	61	08/31/2023
912796Z51	90815	US TREASURY BILLS		06/02/2023	990,000.00	981,623.04	981,260.23	5.210	A-1+	5.442	61	08/31/2023
912796Z51	90816	US TREASURY BILLS		06/02/2023	2,350,000.00	2,330,115.29	2,329,254.07	5.210	A-1+	5.442	61	08/31/2023
912796Z51	90817	US TREASURY BILLS		06/02/2023	3,440,000.00	3,410,892.16	3,409,631.49	5.210	A-1+	5.442	61	08/31/2023
912796Z51	90818	US TREASURY BILLS		06/02/2023	20,000,000.00	19,830,768.40	19,823,438.89	5.210	A-1+	5.442	61	08/31/2023
912796Z51	90819	US TREASURY BILLS		06/02/2023	1,910,000.00	1,893,838.38	1,893,138.41	5.210	A-1+	5.442	61	08/31/2023
912796Z51	90820	US TREASURY BILLS		06/02/2023	7,500,000.00	7,436,538.15	7,433,789.58	5.210	A-1+	5.441	61	08/31/2023
912796Z51	90821	US TREASURY BILLS		06/02/2023	2,500,000.00	2,478,846.05	2,477,929.86	5.210	A-1+	5.441	61	08/31/2023
912796Z51	90822	US TREASURY BILLS		06/02/2023	2,300,000.00	2,280,538.37	2,279,695.47	5.210	A-1+	5.441	61	08/31/2023
912796Z51	90823	US TREASURY BILLS		06/02/2023	3,000,000.00	2,974,615.26	2,973,505.67	5.212	A-1+	5.443	61	08/31/2023
912796Z51	90824	US TREASURY BILLS		06/02/2023	1,530,000.00	1,517,053.78	1,516,487.89	5.212	A-1+	5.443	61	08/31/2023
912796Z51	90825	US TREASURY BILLS		06/02/2023	4,590,000.00	4,551,161.35	4,549,463.67	5.212	A-1+	5.443	61	08/31/2023
912796Z51	90826	US TREASURY BILLS		06/02/2023	3,700,000.00	3,668,692.15	3,667,323.66	5.212	A-1+	5.443	61	08/31/2023
912797GT8	90794	US TREASURY BILLS		05/23/2023	35,000,000.00	34,608,112.35	34,597,111.11	5.180	A-1+	5.432	80	09/19/2023
912796CR8	90851	US TREASURY BILLS		06/23/2023	3,000,000.00	2,965,561.11	2,964,904.00	5.136	A-1+	5.363	82	09/21/2023
912797GU5	90804	US TREASURY BILLS		05/30/2023	35,000,000.00	34,575,291.10	34,555,091.67	5.260	A-1+	5.518	87	09/26/2023
912797GU5	90854	US TREASURY BILLS		06/27/2023	1,000,000.00	987,865.46	987,614.58	5.125	A-1+	5.352	87	09/26/2023
912796CS6	90671	US TREASURY BILLS		03/31/2023	20,000,000.00	19,750,177.00	19,768,600.00	4.680	A-1+	4.941	89	09/28/2023
912796CS6	90739	US TREASURY BILLS		04/19/2023	2,000,000.00	1,975,017.70	1,976,167.78	4.820	A-1+	5.079	89	09/28/2023
912796CS6	90859	US TREASURY BILLS		06/29/2023	28,000,000.00	27,650,247.80	27,641,775.00	5.175	A-1+	5.405	89	09/28/2023
912797GV3	90842	US TREASURY BILLS		06/13/2023	35,000,000.00	34,538,004.55	34,532,911.39	5.111	A-1+	5.353	94	10/03/2023
912796YJ2	90843	US TREASURY BILLS		06/13/2023	35,000,000.00	34,526,605.40	34,523,066.67	5.110	A-1+	5.339	96	10/05/2023
912797FA0	90730	US TREASURY BILLS		04/18/2023	4,000,000.00	3,941,767.88	3,944,837.78	4.820	A-1+	5.089	103	10/12/2023
912797FA0	90731	US TREASURY BILLS		04/18/2023	3,500,000.00	3,449,046.90	3,451,733.05	4.820	A-1+	5.089	103	10/12/2023
912797FA0	90836	US TREASURY BILLS		06/09/2023	30,000,000.00	29,563,259.10	29,555,383.34	5.180	A-1+	5.437	103	10/12/2023
912797HC4	90855	US TREASURY BILLS		06/27/2023	35,000,000.00	34,426,936.95	34,419,449.66	5.193	A-1+	5.446	115	10/24/2023
912797FC6	90849	US TREASURY BILLS		06/16/2023	25,000,000.00	24,584,522.50	24,585,625.00	5.100	A-1+	5.357	117	10/26/2023
912796YT0	90741	US TREASURY BILLS		04/19/2023	5,000,000.00	4,911,719.45	4,921,983.34	4.530	A-1+	4.767	124	11/02/2023
912796YT0	90856	US TREASURY BILLS		06/27/2023	35,000,000.00	34,382,036.15	34,382,152.78	5.125	A-1+	5.367	124	11/02/2023
912797FJ1	90861	US TREASURY BILLS		06/30/2023	30,000,000.00	29,440,569.90	29,432,333.33	5.200	A-1+	5.464	131	11/09/2023

**Investment Portfolio -Treasury**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to Maturity	Maturity Date
<b>Treasury Bills</b>												
912797FJ1	90862	US TREASURY BILLS		06/30/2023	30,000,000.00	29,440,569.90	29,432,333.33	5.200	A-1+	5.464	131	11/09/2023
912796ZN2	90742	US TREASURY BILLS		04/19/2023	4,000,000.00	3,896,328.20	3,915,000.00	4.250	A-1+	4.476	180	12/28/2023
912796ZY8	90589	US TREASURY BILLS		02/15/2023	2,900,000.00	2,816,691.73	2,820,746.22	4.730	A-1+	5.034	208	01/25/2024
912796ZY8	90729	US TREASURY BILLS		04/18/2023	85,000.00	82,558.21	82,814.55	4.450	A-1+	4.701	208	01/25/2024
912796ZY8	90736	US TREASURY BILLS		04/18/2023	5,000,000.00	4,856,365.05	4,871,444.44	4.450	A-1+	4.701	208	01/25/2024
912796ZY8	90737	US TREASURY BILLS		04/18/2023	3,000,000.00	2,913,819.03	2,922,866.67	4.450	A-1+	4.701	208	01/25/2024
912796Z28	90728	US TREASURY BILLS		04/18/2023	375,000.00	362,635.78	363,986.66	4.480	A-1+	4.744	236	02/22/2024
912796Z28	90743	US TREASURY BILLS		04/19/2023	5,000,000.00	4,835,143.75	4,852,500.00	4.500	A-1+	4.766	236	02/22/2024
912797LL9	90727	US TREASURY BILLS		04/18/2023	296,000.00	284,973.07	286,210.29	4.510	A-1+	4.802	264	03/21/2024
912797LL9	90734	US TREASURY BILLS		04/18/2023	4,000,000.00	3,850,987.48	3,867,706.66	4.510	A-1+	4.802	264	03/21/2024
912797LL9	90735	US TREASURY BILLS		04/18/2023	3,500,000.00	3,369,614.05	3,384,243.33	4.510	A-1+	4.802	264	03/21/2024
<b>Subtotal and Average</b>			<b>1,231,659,360.98</b>		<b>1,344,154,000.00</b>	<b>1,333,616,086.69</b>	<b>1,333,612,155.80</b>			<b>5.109</b>	<b>57</b>	
<b>Federal Agency Callables</b>												
3130ATLU9	90403	FHLB - AGENCY		10/27/2022	10,000,000.00	9,968,697.30	10,000,000.00	4.400	AA+	4.400	88	09/27/2023
3134GXCA0	85939	FHLMC - AGENCY		11/30/2020	10,000,000.00	9,803,417.40	9,999,991.12	0.320	AA+	0.320	146	11/24/2023
3134GXTW4	90195	FHLMC - AGENCY		05/31/2022	10,000,000.00	9,894,123.00	10,000,000.00	3.000	AA+	3.000	150	11/28/2023
3133EMHL9	85938	FFCB - AGENCY		11/30/2020	10,000,000.00	9,785,230.90	10,000,000.00	0.310	AA+	0.310	152	11/30/2023
3135GA6J5	85957	FNMA - AGENCY		12/07/2020	10,000,000.00	9,774,615.60	10,000,000.00	0.320	AA+	0.320	159	12/07/2023
3135GADZ1	90559	FNMA - AGENCY		01/26/2023	10,000,000.00	9,961,470.00	10,000,000.00	5.000	AA+	5.000	209	01/26/2024
3135GAGF2	90693	FNMA - AGENCY		04/10/2023	10,000,000.00	9,943,766.40	10,000,000.00	5.000	AA+	5.000	284	04/10/2024
3135GAGN5	90723	FNMA - AGENCY		04/13/2023	10,000,000.00	9,942,650.30	10,000,000.00	5.000	AA+	5.000	286	04/12/2024
3134GVV96	85683	FHLMC - AGENCY		06/24/2020	20,000,000.00	19,102,540.20	20,000,000.00	0.500	AA+	0.500	359	06/24/2024
3135GAHX2	90858	FNMA - AGENCY		06/28/2023	10,000,000.00	9,992,129.10	10,000,000.00	5.330	AA+	5.330	363	06/28/2024
3130ASN47	90261	FHLB - AGENCY		07/26/2022	10,000,000.00	9,771,844.40	10,000,000.00	3.320	AA+	3.320	391	07/26/2024
3130ASQR3	90267	FHLB - AGENCY		07/28/2022	10,000,000.00	9,797,498.40	10,000,000.00	3.570	AA+	3.570	391	07/26/2024
3134GX2E3	90327	FHLMC - AGENCY		09/20/2022	10,000,000.00	9,790,705.30	10,000,000.00	4.050	AA+	4.050	447	09/20/2024
3134GXPZ1	90098	FHLMC - AGENCY		03/28/2022	10,000,000.00	9,575,751.40	10,000,000.00	2.200	AA+	2.175	454	09/27/2024
3130AQG64	86586	FHLB - AGENCY		01/18/2022	10,000,000.00	9,436,596.30	10,000,000.00	1.000	AA+	1.000	475	10/18/2024
3134GX4M3	90409	FHLMC - AGENCY		10/28/2022	10,000,000.00	9,914,217.50	10,000,000.00	5.080	AA+	5.080	482	10/25/2024
3130AQB7	86559	FHLB - AGENCY		12/23/2021	10,000,000.00	9,408,657.50	10,000,000.00	1.200	AA+	1.200	541	12/23/2024
3130AQ5X7	86574	FHLB - AGENCY		12/30/2021	10,000,000.00	9,395,892.50	10,000,000.00	1.150	AA+	0.956	548	12/30/2024
3133ENSK7	90078	FFCB - AGENCY		03/21/2022	10,000,000.00	9,508,386.00	10,000,000.00	2.190	AA+	2.190	629	03/21/2025
3134GXRS5	90148	FHLMC - AGENCY		04/29/2022	10,000,000.00	9,586,987.90	10,000,000.00	3.100	AA+	3.100	668	04/29/2025
3134GXSS8	90226	FHLMC - AGENCY		06/29/2022	10,000,000.00	9,606,300.50	10,000,000.00	3.250	AA+	3.250	727	06/27/2025
3133ELQ49	85691	FFCB - AGENCY		06/30/2020	20,000,000.00	18,343,435.20	20,000,000.00	0.700	AA+	0.700	730	06/30/2025
3136G4XK4	85693	FNMA - AGENCY		06/30/2020	20,000,000.00	18,347,659.00	20,000,000.00	0.650	AA+	0.650	730	06/30/2025
3130AM4P4	86191	FHLB - AGENCY		04/29/2021	10,000,000.00	9,231,461.40	10,000,000.00	0.750	AA+	0.750	759	07/29/2025

Portfolio CCIP

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**Investment Portfolio -Treasury  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to 365 Maturity	Maturity Date
<b>Federal Agency Callables</b>												
3134GY2W1	90454	FHLMC - AGENCY		11/25/2022	10,000,000.00	9,932,823.70	10,000,000.00	5.500	AA+	5.504	786	08/25/2025
3136G4S87	85756	FNMA - AGENCY		08/27/2020	10,000,000.00	9,103,207.50	10,000,000.00	0.650	AA+	0.650	788	08/27/2025
3135G06V0	90581	FNMA - AGENCY		02/08/2023	4,400,000.00	4,299,850.81	4,352,095.92	4.125	AA+	4.665	789	08/28/2025
3133EL7K4	85783	FFCB - AGENCY		09/16/2020	10,000,000.00	9,051,929.50	10,000,000.00	0.550	AA+	0.550	808	09/16/2025
3133EL7K4	85800	FFCB - AGENCY		09/25/2020	10,000,000.00	9,051,929.50	9,999,112.23	0.550	AA+	0.554	808	09/16/2025
3134GWVC7	85866	FHLMC - AGENCY		09/29/2020	10,000,000.00	9,070,196.90	10,000,000.00	0.500	AA+	0.500	821	09/29/2025
3134GWWT9	85795	FHLMC - AGENCY		09/30/2020	10,000,000.00	9,079,856.00	10,000,000.00	0.550	AA+	0.550	822	09/30/2025
3134GWUE4	85805	FHLMC - AGENCY		09/30/2020	10,000,000.00	9,069,377.40	10,000,000.00	0.500	AA+	0.500	822	09/30/2025
3134GW3Z7	85860	FHLMC - AGENCY		10/28/2020	10,000,000.00	9,070,259.20	10,000,000.00	0.600	AA+	0.600	850	10/28/2025
3136G46N8	85871	FNMA - AGENCY		10/29/2020	10,000,000.00	9,019,408.60	10,000,000.00	0.600	AA+	0.600	851	10/29/2025
3133EMFR8	85874	FFCB - AGENCY		11/03/2020	10,000,000.00	9,066,846.70	9,992,281.67	0.540	AA+	0.574	856	11/03/2025
3134GXEJ9	85928	FHLMC - AGENCY		11/24/2020	10,000,000.00	9,012,763.80	10,000,000.00	0.640	AA+	0.640	877	11/24/2025
3134GXFA7	85937	FHLMC - AGENCY		11/30/2020	10,000,000.00	9,013,290.40	10,000,000.00	0.650	AA+	0.650	879	11/26/2025
3135G06K4	85989	FNMA - AGENCY		12/17/2020	10,000,000.00	9,039,183.40	10,000,000.00	0.650	AA+	0.650	900	12/17/2025
3135G06Q1	86001	FNMA - AGENCY		12/30/2020	10,000,000.00	9,026,906.80	10,000,000.00	0.640	AA+	0.640	913	12/30/2025
3130AKXB7	86065	FHLB - AGENCY		02/11/2021	10,000,000.00	8,967,452.50	10,000,000.00	0.580	AA+	0.580	956	02/11/2026
3133EMUK6	86128	FFCB - AGENCY		03/25/2021	10,000,000.00	9,051,510.30	10,000,000.00	1.050	AA+	1.050	998	03/25/2026
3130ALX25	86175	FHLB - AGENCY		04/22/2021	10,000,000.00	9,018,710.20	10,000,000.00	1.000	AA+	1.000	1,026	04/22/2026
3130ALXV1	86176	FHLB - AGENCY		04/22/2021	10,000,000.00	9,032,398.30	10,000,000.00	1.100	AA+	1.100	1,026	04/22/2026
3130AMMY5	86246	FHLB - AGENCY		06/10/2021	10,000,000.00	8,993,214.70	10,000,000.00	1.050	AA+	1.050	1,075	06/10/2026
3133EMH21	86252	FFCB - AGENCY		06/15/2021	10,000,000.00	8,949,857.60	10,000,000.00	0.900	AA+	0.900	1,080	06/15/2026
3134GYVD1	90865	FHLMC - AGENCY		06/30/2023	10,000,000.00	9,984,529.30	10,000,000.00	5.500	AA+	5.500	1,091	06/26/2026
3133EMP22	86278	FFCB - AGENCY		06/30/2021	10,000,000.00	8,942,184.80	10,000,000.00	0.910	AA+	0.910	1,095	06/30/2026
3130AMYJ5	86276	FHLB - AGENCY		06/30/2021	10,000,000.00	8,966,837.50	10,000,000.00	1.000	AA+	1.000	1,095	06/30/2026
3130AN2Z2	86279	FHLB - AGENCY		06/30/2021	10,000,000.00	8,966,837.50	10,000,000.00	1.000	AA+	1.000	1,095	06/30/2026
3130APDQ5	86442	FHLB - AGENCY		10/28/2021	10,000,000.00	8,992,840.30	10,000,000.00	1.250	AA+	1.250	1,215	10/28/2026
3130APW43	86511	FHLB - AGENCY		12/02/2021	10,000,000.00	9,049,766.60	10,000,000.00	1.500	AA+	1.500	1,250	12/02/2026
3133ENHC7	86538	FFCB - AGENCY		12/14/2021	10,000,000.00	9,074,064.10	10,000,000.00	1.600	AA+	1.600	1,262	12/14/2026
3133ENHC7	86550	FFCB - AGENCY		12/16/2021	10,000,000.00	9,074,064.10	10,000,000.00	1.600	AA+	1.600	1,262	12/14/2026
3130AQJH7	86603	FHLB - AGENCY		01/28/2022	10,000,000.00	9,083,361.40	10,000,000.00	1.750	AA+	1.750	1,307	01/28/2027
3133ENNG1	86604	FFCB - AGENCY		02/08/2022	10,000,000.00	9,108,265.00	10,000,000.00	1.860	AA+	1.853	1,318	02/08/2027
3130AQRH8	86605	FHLB - AGENCY		02/25/2022	10,000,000.00	9,143,957.10	10,000,000.00	2.000	AA+	2.000	1,335	02/25/2027
3130AR2H3	90041	FHLB - AGENCY		03/04/2022	10,000,000.00	9,377,151.80	10,000,000.00	2.770	AA+	2.770	1,342	03/04/2027
3130ARPD7	90146	FHLB - AGENCY		04/28/2022	9,900,000.00	9,440,369.43	9,900,000.00	3.375	AA+	3.375	1,397	04/28/2027
3134GY6M9	90517	FHLMC - AGENCY		12/21/2022	15,000,000.00	14,791,416.75	15,000,000.00	4.800	AA+	4.800	1,451	06/21/2027
3130AT3P0	90340	FHLB - AGENCY		09/28/2022	10,000,000.00	9,835,075.90	10,000,000.00	5.000	AA+	5.000	1,536	09/14/2027
3134GYHZ8	90600	FHLMC - AGENCY		02/28/2023	10,000,000.00	9,912,689.50	10,000,000.00	5.100	AA+	5.106	1,703	02/28/2028
3134GYTE2	90805	FHLMC - AGENCY		05/30/2023	10,000,000.00	9,905,498.00	10,000,000.00	5.200	AA+	5.200	1,795	05/30/2028

**Investment Portfolio -Treasury**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to Maturity	Maturity Date
<b>Subtotal and Average</b>			<b>645,242,401.25</b>		<b>649,300,000.00</b>	<b>609,453,916.39</b>	<b>649,243,480.94</b>			<b>2.040</b>	<b>825</b>	
<b>Corporate Note Callables</b>												
89236TGT6	85501	TOYOTA MCC - CORP		02/13/2020	13,150,000.00	12,443,420.78	13,139,880.64	1.800	A+	1.850	593	02/13/2025
478160CN2	86327	JOHNSON & JOHNS - CORP		08/12/2021	15,295,000.00	13,976,364.52	15,224,973.01	0.550	AAA	0.765	793	09/01/2025
037833EB2	86060	APPLE INC - CORP		02/08/2021	10,000,000.00	9,012,143.60	9,996,939.13	0.700	AA+	0.712	953	02/08/2026
037833EB2	86061	APPLE INC - CORP		02/08/2021	10,000,000.00	9,012,143.60	9,993,336.89	0.700	AA+	0.726	953	02/08/2026
037833EB2	86289	APPLE INC - CORP		02/18/2021	10,000,000.00	9,012,143.60	9,985,185.98	0.700	AA+	0.758	953	02/08/2026
023135BX3	86223	AMAZON - CORP		05/12/2021	10,000,000.00	8,988,326.30	9,981,556.56	1.000	AA	1.066	1,046	05/12/2026
023135BX3	86224	AMAZON - CORP		05/13/2021	5,000,000.00	4,494,163.15	4,988,738.66	1.000	AA	1.081	1,046	05/12/2026
023135BX3	86226	AMAZON - CORP		05/14/2021	5,000,000.00	4,494,163.15	4,988,732.40	1.000	AA	1.081	1,046	05/12/2026
<b>Subtotal and Average</b>			<b>78,296,833.41</b>		<b>78,445,000.00</b>	<b>71,432,868.70</b>	<b>78,299,343.27</b>			<b>1.013</b>	<b>885</b>	
<b>Supranationals</b>												
45950VQH2	86372	IFC - SUPRA		09/27/2021	10,000,000.00	9,875,431.10	9,999,593.89	0.230	AAA	0.247	88	09/27/2023
459058JM6	85940	IBRD - SUPRA		11/30/2020	10,000,000.00	9,801,454.40	9,998,553.58	0.250	AAA	0.287	146	11/24/2023
45950VQS8	86494	IFC - SUPRA		11/24/2021	10,000,000.00	9,803,829.60	10,000,000.00	0.610	AAA	0.610	146	11/24/2023
45906M3C3	90099	IBRD - SUPRA		03/30/2022	10,000,000.00	9,757,831.70	9,992,562.67	2.250	AAA	2.353	271	03/28/2024
45950VRL2	90455	IFC - SUPRA		11/28/2022	10,000,000.00	9,905,417.10	10,000,000.00	4.700	AAA	4.704	424	08/28/2024
45950VQE9	86352	IFC - SUPRA		09/10/2021	10,000,000.00	9,404,215.80	9,997,974.17	0.430	AAA	0.447	437	09/10/2024
45950VRJ7	90398	IFC - SUPRA		10/24/2022	10,000,000.00	9,893,780.60	9,992,307.18	4.625	AAA	4.687	481	10/24/2024
45818WDK9	86499	IADB - SUPRA		11/29/2021	10,000,000.00	9,955,500.00	9,998,588.89	0.920	AAA	0.930	517	11/29/2024
45818WDQ6	90006	IADB - SUPRA		02/10/2022	10,000,000.00	9,434,553.00	9,989,808.53	1.400	AAA	1.465	590	02/10/2025
45950VQJ8	86377	IFC - SUPRA		09/28/2021	10,000,000.00	9,254,661.20	9,990,996.46	0.600	AAA	0.655	608	02/28/2025
45818WDN3	90149	IADB - SUPRA		04/29/2022	10,000,000.00	9,620,771.90	9,996,953.70	3.000	AAA	3.018	668	04/29/2025
45818WEB8	90199	IADB - SUPRA		06/03/2022	10,000,000.00	9,541,683.50	9,991,350.00	2.650	AAA	2.697	703	06/03/2025
45950VRG3	90307	IFC - SUPRA		08/25/2022	10,000,000.00	9,662,448.70	9,995,943.67	3.330	AAA	3.350	786	08/25/2025
45950VRP3	90509	IFC - SUPRA		12/13/2022	10,000,000.00	9,781,631.80	9,993,667.87	4.250	AAA	5.170	839	10/17/2025
459058JL8	86228	IBRD - SUPRA		05/18/2021	10,000,000.00	9,074,722.20	9,942,403.94	0.500	AAA	0.752	850	10/28/2025
45950VRQ1	90518	IFC - SUPRA		12/22/2022	10,000,000.00	9,747,974.80	9,979,251.25	4.050	AAA	4.140	905	12/22/2025
45950VPJ9	86017	IFC - SUPRA		01/15/2021	10,000,000.00	8,972,768.80	10,000,000.00	0.580	AAA	0.580	929	01/15/2026
45950VPL4	86039	IFC - SUPRA		02/05/2021	15,000,000.00	13,392,899.10	14,979,062.83	0.450	AAA	0.505	950	02/05/2026
45818WCZ7	86079	IADB - SUPRA		02/24/2021	10,000,000.00	9,015,359.90	10,000,000.00	0.650	AAA	0.650	965	02/20/2026
45818WDA1	86101	IADB - SUPRA		03/11/2021	10,000,000.00	9,032,414.00	9,970,256.03	0.800	AAA	0.914	977	03/04/2026
4581X0DV7	86172	IADB - SUPRA		04/20/2021	10,000,000.00	9,018,345.90	9,974,326.56	0.875	AAA	0.969	1,024	04/20/2026
4581X0DV7	86188	IADB - SUPRA		04/28/2021	10,000,000.00	9,018,345.90	9,995,101.40	0.875	AAA	0.893	1,024	04/20/2026
45950VPX8	86225	IFC - SUPRA		05/14/2021	13,000,000.00	11,604,866.39	12,985,444.46	0.860	AAA	0.900	1,048	05/14/2026
45818WDH6	86254	IADB - SUPRA		06/17/2021	10,000,000.00	8,929,477.90	9,994,788.44	0.800	AAA	0.818	1,082	06/17/2026
45818WEN2	90640	IADB - SUPRA		03/10/2023	10,000,000.00	9,995,845.50	9,987,503.71	4.500	AAA	4.540	1,348	03/10/2027
45906M3M1	90521	IBRD - SUPRA		12/27/2022	10,000,000.00	10,000,000.00	10,000,000.00	5.000	AAA	5.000	1,640	12/27/2027

Portfolio CCIP

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**Investment Portfolio -Treasury  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Supranationals</b>												
4581X0EH7	90543	IADB - SUPRA		01/12/2023	10,000,000.00	9,875,833.70	9,985,955.28	4.000	AAA	4.035	1,656	01/12/2028
45818WEP7	90847	IADB - SUPRA		06/15/2023	10,000,000.00	9,912,828.60	9,982,655.56	4.300	AAA	4.340	1,811	06/15/2028
45818WEP7	90848	IADB - SUPRA		06/15/2023	10,000,000.00	9,912,828.60	9,940,533.33	4.300	AAA	4.436	1,811	06/15/2028
45906M4E8	90853	IBRD - SUPRA		06/26/2023	10,000,000.00	10,000,000.00	10,000,000.00	4.500	AAA	4.500	1,822	06/26/2028
<b>Subtotal and Average</b>			<b>290,019,632.55</b>		<b>308,000,000.00</b>	<b>293,197,721.69</b>	<b>307,655,583.40</b>			<b>2.244</b>	<b>887</b>	
<b>Supranational Discounts</b>												
459052HT6	90656	IBRD - SUPRA DISC		03/23/2023	35,000,000.00	34,990,607.05	34,981,916.67	4.650	A-1+	4.845	4	07/05/2023
459052JB3	90660	IBRD - SUPRA DISC		03/27/2023	30,000,000.00	29,959,765.50	29,954,000.00	4.600	A-1+	4.729	12	07/13/2023
459052JC1	90658	IBRD - SUPRA DISC		03/24/2023	25,000,000.00	24,963,120.75	24,958,472.23	4.600	A-1+	4.797	13	07/14/2023
459516JP6	90675	IFC - SUPRA DISC		04/04/2023	30,000,000.00	29,911,555.20	29,905,000.00	4.750	A-1+	4.956	24	07/25/2023
459052KG0	90716	IBRD - SUPRA DISC		04/12/2023	35,000,000.00	34,815,491.90	34,810,659.72	4.750	A-1+	4.962	41	08/11/2023
45818KKS0	90767	IADB - SUPRA DISC		05/02/2023	30,000,000.00	29,801,433.60	29,788,562.50	4.975	A-1+	5.123	51	08/21/2023
459052LA2	90755	IBRD - SUPRA DISC		04/25/2023	35,000,000.00	34,730,662.75	34,721,798.61	4.850	A-1+	5.072	59	08/29/2023
459052LB0	90750	IBRD - SUPRA DISC		04/20/2023	35,000,000.00	34,725,956.30	34,717,083.39	4.850	A-1+	5.076	60	08/30/2023
<b>Subtotal and Average</b>			<b>325,235,421.08</b>		<b>255,000,000.00</b>	<b>253,898,593.05</b>	<b>253,837,493.12</b>			<b>4.951</b>	<b>34</b>	
<b>Total and Average</b>			<b>5,785,515,853.93</b>		<b>5,803,389,731.67</b>	<b>5,689,598,055.18</b>	<b>5,767,633,469.25</b>			<b>4.385</b>	<b>267</b>	

**Investment Portfolio -Treasury  
Portfolio Management  
Portfolio Details - Cash  
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
		Average Balance	0.00								0
		<b>Total Cash and Investments</b>	<b>5,785,515,853.93</b>		<b>5,803,389,731.67</b>	<b>5,689,598,055.18</b>	<b>5,767,633,469.25</b>			<b>4.385</b>	<b>267</b>



# SECTION III

## APPENDIX

### **B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES**

#### **B.1. PFM**

Notes:

1. Statements are generated by the SymPro Treasury Management Software system beginning first quarter of calendar year 2022.
2. Market pricing data are obtained from Interactive Data Corporation/ICE.

**PFM**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to Maturity	Maturity Date
<b>Corporate Notes</b>												
05254JAA8	90490	AUST & NZ BANKING GRP - CORP		12/08/2022	310,000.00	308,426.81	310,000.00	5.088	AA-	5.088	891	12/08/2025
14913R3B1	90533	CATERPILLAR FINL - CORP		01/06/2023	175,000.00	174,646.02	174,963.34	4.800	A	4.809	920	01/06/2026
194162AQ6	90601	COLGATE-PALMOLIVE - CORP		03/01/2023	185,000.00	185,611.05	184,809.22	4.800	AA-	4.842	975	03/02/2026
20271RAQ3	90535	COMMONWLTH BK AUSTR NY - CORP		01/10/2023	535,000.00	532,570.00	535,000.00	5.079	AA-	5.079	559	01/10/2025
20271RAR1	90642	COMMONWLTH BK AUSTR NY - CORP		03/13/2023	350,000.00	350,862.07	350,000.00	5.316	AA-	5.316	986	03/13/2026
21688AAS1	86583	COOPERATIVE RABOBANK - CORP		01/12/2022	325,000.00	305,514.32	324,493.52	1.375	A+	1.480	559	01/10/2025
21688AAU6	90303	COOPERATIVE RABOBANK - CORP		08/22/2022	255,000.00	249,719.78	254,933.04	3.875	A+	3.899	418	08/22/2024
38141GZP2	90066	GOLDMAN SACHS GRP - CORP		03/15/2022	175,000.00	171,286.50	174,945.05	3.000	BBB+	3.046	258	03/15/2024
40428HTA0	90186	HSBC USA INC - CORP		05/24/2022	550,000.00	539,682.90	549,990.13	3.750	A-	3.752	328	05/24/2024
459200KS9	90265	IBM - CORP		07/27/2022	540,000.00	527,711.17	540,000.00	4.000	A-	4.000	757	07/27/2025
24422EVH9	85658	JOHN DEERE CAPITAL - CORP		06/04/2020	50,000.00	50,000.00	49,999.85	0.700	A	0.727	4	07/05/2023
24422EVQ9	86245	JOHN DEERE CAPITAL - CORP		06/10/2021	185,000.00	176,526.21	184,927.86	0.450	A	0.492	342	06/07/2024
24422EYV2	86581	JOHN DEERE CAPITAL - CORP		01/10/2022	110,000.00	103,657.18	109,973.72	1.250	A	1.266	559	01/10/2025
24422EWF2	90200	JOHN DEERE CAPITAL - CORP		06/06/2022	170,000.00	164,578.78	169,974.84	3.400	A	3.408	706	06/06/2025
24422EWX3	90835	JOHN DEERE CAPITAL - CORP		06/08/2023	190,000.00	189,585.82	189,892.15	4.750	N/A	4.771	1,073	06/08/2026
63254ABD9	90205	NATIONAL AUSTRALIA BK - CORP		06/09/2022	400,000.00	386,498.92	400,000.00	3.500	AA-	3.500	709	06/09/2025
63253QAA2	90538	NATIONAL AUSTRALIA BK - CORP		01/12/2023	480,000.00	477,047.73	480,000.00	4.966	AA-	4.966	926	01/12/2026
69371RQ90	85724	PACCAR FINANCIAL - CORP		08/11/2020	55,000.00	54,707.22	54,997.33	0.350	A+	0.394	41	08/11/2023
69371RR40	86307	PACCAR FINANCIAL - CORP		08/09/2021	105,000.00	99,390.33	104,979.10	0.500	A+	0.518	405	08/09/2024
69371RR73	90115	PACCAR FINANCIAL - CORP		04/07/2022	300,000.00	287,075.38	299,954.07	2.850	A+	2.859	646	04/07/2025
69371RS49	90670	PACCAR FINANCIAL - CORP		03/30/2023	150,000.00	148,714.39	149,907.97	4.450	A+	4.474	1,003	03/30/2026
713448CY2	90534	PEPSICO INC - CORP		01/09/2023	300,000.00	291,672.96	292,799.68	3.500	A+	4.759	747	07/17/2025
713448FQ6	90590	PEPSICO INC - CORP		02/15/2023	225,000.00	224,341.25	224,885.96	4.550	A+	4.571	958	02/13/2026
693475BL8	90548	PNC FINANCIAL SERVICES - CORP		01/24/2023	45,000.00	43,968.60	45,000.00	4.758	A-	4.758	1,305	01/26/2027
89236TJX4	90080	TOYOTA MCC - CORP		03/22/2022	100,000.00	97,887.89	99,977.53	2.500	A+	2.532	265	03/22/2024
89236TKN4	90539	TOYOTA MCC - CORP		01/12/2023	300,000.00	297,806.01	299,901.36	4.800	A+	4.823	559	01/10/2025
89236TKT1	90792	TOYOTA MCC - CORP		05/18/2023	190,000.00	187,129.79	189,894.19	4.450	A+	4.471	1,052	05/18/2026
931142EW9	90321	WALMART INC - CORP		09/09/2022	285,000.00	279,269.19	284,854.44	3.900	AA	3.925	801	09/09/2025
949746RW3	90669	WELLS FARGO & COMPANY - CORP		03/30/2023	325,000.00	305,502.85	307,348.78	3.000	BBB+	5.113	1,026	04/22/2026
<b>Subtotal and Average</b>			<b>7,293,657.56</b>		<b>7,365,000.00</b>	<b>7,211,391.12</b>	<b>7,338,403.13</b>			<b>3.970</b>	<b>706</b>	
<b>CD Medium Term</b>												
22536AZR8	90302	CREDIT AG NY - MT CD		08/19/2022	550,000.00	537,331.86	550,000.00	4.100	A+	4.135	412	08/16/2024
65558UYF3	90421	NORDEA BANK ABP NY - MT CD		11/03/2022	725,000.00	726,782.58	725,000.00	5.530	AA-	5.530	856	11/03/2025
89115B6K1	90413	TORONTO DOM NY - MT CD		10/31/2022	725,000.00	727,650.21	725,000.00	5.600	AA-	5.678	849	10/27/2025
<b>Subtotal and Average</b>			<b>2,000,000.00</b>		<b>2,000,000.00</b>	<b>1,991,764.65</b>	<b>2,000,000.00</b>			<b>5.200</b>	<b>731</b>	

**PFM**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to 365 Maturity	Maturity Date
<b>Federal Agency Coupon Securities</b>												
3137EAEZ8	85884	FHLMC - AGENCY		11/05/2020	600,000.00	589,611.58	599,937.56	0.250	AA+	0.280	128	11/06/2023
<b>Subtotal and Average</b>			<b>1,495,779.59</b>		<b>600,000.00</b>	<b>589,611.58</b>	<b>599,937.56</b>			<b>0.280</b>	<b>128</b>	
<b>Treasury Coupon Securities</b>												
912828YM6	86197	US TREASURY NOTES		05/06/2021	950,000.00	903,724.61	963,233.77	1.500	AA+	0.447	488	10/31/2024
912828YV6	86242	US TREASURY NOTES		06/07/2021	750,000.00	711,943.36	761,310.25	1.500	AA+	0.427	518	11/30/2024
91282CCG4	86275	US TREASURY NOTES		06/29/2021	10,000.00	9,617.50	10,075.03	0.250	AA+	0.467	350	06/15/2024
91282CCG4	86283	US TREASURY NOTES		07/07/2021	815,000.00	776,032.81	813,277.78	0.250	AA+	0.472	350	06/15/2024
91282CCL3	86306	US TREASURY NOTES		08/09/2021	475,000.00	451,027.34	474,980.25	0.375	AA+	0.379	380	07/15/2024
91282CCL3	86308	US TREASURY NOTES		08/09/2021	1,550,000.00	1,471,773.44	1,550,601.51	0.375	AA+	0.337	380	07/15/2024
91282CCL3	86326	US TREASURY NOTES		08/12/2021	700,000.00	664,671.88	699,542.73	0.375	AA+	0.438	380	07/15/2024
91282CCT6	86347	US TREASURY NOTES		09/07/2021	1,550,000.00	1,466,021.48	1,549,350.63	0.375	AA+	0.412	411	08/15/2024
91282CCX7	86379	US TREASURY NOTES		10/06/2021	775,000.00	730,286.13	773,742.82	0.375	AA+	0.510	442	09/15/2024
91282CCX7	86419	US TREASURY NOTES		10/13/2021	775,000.00	730,286.13	773,258.48	0.375	AA+	0.563	442	09/15/2024
91282CDB4	86422	US TREASURY NOTES		10/18/2021	775,000.00	729,983.40	774,830.05	0.625	AA+	0.642	472	10/15/2024
91282CDB4	86454	US TREASURY NOTES		11/04/2021	775,000.00	729,983.40	773,326.75	0.625	AA+	0.794	472	10/15/2024
91282CDH1	86518	US TREASURY NOTES		12/07/2021	800,000.00	752,281.25	798,258.35	0.750	AA+	0.911	503	11/15/2024
91282CDN8	86568	US TREASURY NOTES		12/28/2021	1,000,000.00	941,015.62	1,000,192.25	1.000	AA+	0.987	533	12/15/2024
91282CDN8	86580	US TREASURY NOTES		01/06/2022	750,000.00	705,761.72	749,723.75	1.000	AA+	1.026	533	12/15/2024
91282CDZ1	90012	US TREASURY NOTES		02/15/2022	1,150,000.00	1,085,267.58	1,144,147.04	1.500	AA+	1.823	595	02/15/2025
91282CED9	90076	US TREASURY NOTES		03/18/2022	800,000.00	756,625.00	794,976.96	1.750	AA+	2.132	623	03/15/2025
912828ZL7	90107	US TREASURY NOTES		04/06/2022	275,000.00	252,978.52	264,027.72	0.375	AA+	2.658	669	04/30/2025
912828ZL7	90151	US TREASURY NOTES		05/06/2022	800,000.00	735,937.50	764,267.57	0.375	AA+	2.940	669	04/30/2025
9128284M9	90153	US TREASURY NOTES		05/05/2022	1,250,000.00	1,203,417.98	1,247,275.34	2.875	AA+	3.000	669	04/30/2025
91282CEQ0	90201	US TREASURY NOTES		06/06/2022	2,200,000.00	2,112,773.43	2,195,730.97	2.750	AA+	2.858	684	05/15/2025
91282CEU1	90241	US TREASURY NOTES		07/11/2022	750,000.00	721,347.66	749,353.96	2.875	AA+	2.921	715	06/15/2025
91282CEY3	90269	US TREASURY NOTES		08/08/2022	800,000.00	770,906.25	799,066.14	3.000	AA+	3.060	745	07/15/2025
91282CFE6	90316	US TREASURY NOTES		09/07/2022	1,400,000.00	1,351,929.68	1,388,241.02	3.125	AA+	3.544	779	08/18/2025
91282CFW6	90492	US TREASURY NOTES		12/08/2022	725,000.00	721,120.12	730,796.14	4.500	AA+	4.138	868	11/15/2025
91282CFW6	90507	US TREASURY NOTES		12/13/2022	700,000.00	696,253.91	706,955.86	4.500	AA+	4.051	868	11/15/2025
91282CGA3	90527	US TREASURY NOTES		12/29/2022	130,000.00	128,143.36	130,100.47	4.000	AA+	4.089	898	12/15/2025
91282CGE5	90571	US TREASURY NOTES		02/02/2023	1,425,000.00	1,400,859.93	1,426,306.57	3.875	AA+	3.917	929	01/15/2026
91282CGE5	90584	US TREASURY NOTES		02/09/2023	800,000.00	787,047.13	798,183.31	3.875	AA+	4.083	929	01/15/2026
91282CGL9	90621	US TREASURY NOTES		03/07/2023	1,000,000.00	986,624.00	986,631.41	4.000	AA+	4.640	960	02/15/2026
91282CGV7	90751	US TREASURY NOTES		04/24/2023	280,000.00	274,242.57	279,417.44	3.750	AA+	3.865	1,019	04/15/2026
9128286F2	90770	US TREASURY NOTES		05/03/2023	1,475,000.00	1,404,263.62	1,430,892.49	2.500	AA+	3.868	973	02/28/2026
91282CGV7	90791	US TREASURY NOTES		05/18/2023	750,000.00	736,422.58	751,918.01	3.750	AA+	3.781	1,019	04/15/2026
91282CGL9	90795	US TREASURY NOTES		05/23/2023	1,425,000.00	1,418,063.52	1,438,508.28	4.000	AA+	4.048	960	02/15/2026

Portfolio CCIP

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**PFM**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to Maturity	Maturity Date
<b>Treasury Coupon Securities</b>												
91282CHB0	90827	US TREASURY NOTES		06/05/2023	1,825,000.00	1,784,005.69	1,811,105.75	3.625	AA+	3.985	1,049	05/15/2026
91282CGV7	90841	US TREASURY NOTES		06/13/2023	1,600,000.00	1,575,297.12	1,587,624.09	3.750	AA+	4.278	1,019	04/15/2026
91282CHH7	90866	US TREASURY NOTES		06/30/2023	1,250,000.00	1,239,124.95	1,243,527.42	4.125	AA+	4.375	1,080	06/15/2026
91282CHD6	90867	US TREASURY NOTES		06/30/2023	750,000.00	743,061.91	745,445.21	4.250	AA+	4.776	700	05/31/2025
<b>Subtotal and Average</b>			<b>35,148,104.22</b>		<b>36,010,000.00</b>	<b>34,660,124.08</b>	<b>35,880,203.57</b>			<b>2.554</b>	<b>713</b>	
<b>Corporate Note Callables</b>												
023135BW5	86222	AMAZON - CORP		05/12/2021	560,000.00	536,864.24	559,764.56	0.450	AA	0.499	316	05/12/2024
023135CE4	90132	AMAZON - CORP		04/13/2022	145,000.00	139,856.38	144,862.95	3.000	AA	3.056	652	04/13/2025
025816CG2	86485	AMERICAN EXPRESS - CORP		11/23/2021	325,000.00	314,139.35	329,680.47	2.500	BBB+	1.143	395	07/30/2024
025816CG2	86486	AMERICAN EXPRESS - CORP		11/23/2021	100,000.00	96,658.26	101,440.14	2.500	BBB+	1.143	395	07/30/2024
04636NAC7	86235	ASTRAZENECA - CORP		05/28/2021	365,000.00	349,710.00	364,990.05	0.700	A-	0.703	332	05/28/2024
06051GJH3	85855	BANK OF AMERICA - CORP		10/21/2020	250,000.00	245,835.76	250,000.00	0.810	A-	0.810	481	10/24/2024
06051GKE8	86513	BANK OF AMERICA - CORP		12/06/2021	500,000.00	467,374.75	500,000.00	1.530	A-	1.530	889	12/06/2025
06406RAX5	86433	BANK OF NY MELLON - CORP		10/25/2021	355,000.00	333,139.91	354,898.73	0.850	A	0.872	482	10/25/2024
06406RBC0	90139	BANK OF NY MELLON - CORP		04/26/2022	750,000.00	721,133.71	749,936.36	3.350	A	3.355	664	04/25/2025
14913R2P1	86353	CATERPILLAR FINL - CORP		09/14/2021	370,000.00	349,211.99	369,798.53	0.600	A	0.646	440	09/13/2024
17252MAP5	90150	CINTAS CORP - CORP		05/03/2022	160,000.00	154,811.46	159,978.45	3.450	A-	3.458	670	05/01/2025
172967MX6	86192	CITIBANK NA - CORP		05/04/2021	160,000.00	153,092.11	160,000.00	0.981	BBB+	0.981	670	05/01/2025
17327CAN3	86599	CITIGROUP INC - CORP		01/25/2022	85,000.00	79,837.88	85,000.00	2.014	BBB+	2.014	939	01/25/2026
20030NDZ1	90423	COMCAST - CORP		11/07/2022	100,000.00	100,522.43	99,978.85	5.250	A-	5.260	860	11/07/2025
194162AM5	90273	COLGATE-PALMOLIVE - CORP		08/09/2022	120,000.00	115,508.07	119,922.33	3.100	AA+	3.132	776	08/15/2025
30231GAT9	90570	EXXON MOBIL - CORP		02/01/2023	550,000.00	525,792.96	531,962.38	3.043	AA-	4.370	974	03/01/2026
437076CM2	90103	HOME DEPOT - CORP		03/28/2022	60,000.00	57,534.15	59,938.36	2.700	A	2.760	654	04/15/2025
437076CR1	90322	HOME DEPOT - CORP		09/19/2022	75,000.00	73,526.98	74,980.08	4.000	A	3.997	807	09/15/2025
02665WDY4	86351	AMERICAN HONDA FINANCE - CORP		09/09/2021	255,000.00	241,962.77	254,936.21	0.750	A-	0.773	405	08/09/2024
02665WEA5	86590	AMERICAN HONDA FINANCE - CORP		01/13/2022	300,000.00	282,654.50	299,878.87	1.500	A-	1.527	562	01/13/2025
438516CH7	90417	HONEYWELL INTERNATIONAL - CORP		11/02/2022	325,000.00	323,017.87	324,963.12	4.850	A	4.859	489	11/01/2024
458140AS9	90554	INTEL CORP-CORP		01/26/2023	375,000.00	364,736.18	368,445.68	3.700	A+	4.600	759	07/29/2025
46647PBY1	86067	JP MORGAN SECURITIES - CORP		02/16/2021	245,000.00	236,462.17	245,000.00	0.563	A-	0.563	596	02/16/2025
46647PBS4	86134	JP MORGAN SECURITIES - CORP		09/16/2020	75,000.00	74,123.28	75,000.00	0.653	A-	0.653	443	09/16/2024
46647PCH7	86236	JP MORGAN SECURITIES - CORP		06/01/2021	190,000.00	180,607.16	190,000.00	0.824	A-	0.824	701	06/01/2025
46647PCV6	90031	JP MORGAN SECURITIES - CORP		02/24/2022	400,000.00	379,266.59	400,000.00	2.595	A-	2.595	604	02/24/2025
46647PCZ7	90140	JP MORGAN SECURITIES - CORP		04/26/2022	225,000.00	218,618.98	225,000.00	4.080	A-	4.080	1,030	04/26/2026
53522KAB9	90481	LINDE INC CT - CORP		12/05/2022	530,000.00	525,833.91	529,536.78	4.700	A	4.739	888	12/05/2025
539830BU2	90399	LOCKHEED MARTIN CORP		10/24/2022	120,000.00	119,736.80	119,736.87	4.950	A-	5.055	837	10/15/2025
61747YEM3	90018	MORGAN STANLEY - CORP		02/18/2022	450,000.00	426,560.97	450,000.00	2.630	BBB+	2.630	963	02/18/2026
63743HEU2	86059	NATIONAL RURAL - CORP		02/08/2021	140,000.00	135,710.64	139,980.59	0.350	A-	0.373	222	02/08/2024

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**PFM**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Corporate Note Callables</b>												
63743HFC1	90002	NATIONAL RURAL - CORP		02/07/2022	105,000.00	99,120.89	104,998.32	1.875	A-	1.876	587	02/07/2025
63743HFE7	90152	NATIONAL RURAL - CORP		05/04/2022	70,000.00	67,322.19	69,988.13	3.450	A-	3.458	715	06/15/2025
63743HFF4	90415	NATIONAL RURAL - CORP		10/31/2022	70,000.00	70,026.14	69,927.13	5.450	A-	5.499	852	10/30/2025
63743HFF0	90585	NATIONAL RURAL - CORP		02/09/2023	60,000.00	59,056.93	59,962.83	4.450	A-	4.473	986	03/13/2026
693475BH7	90411	PNC FINANCIAL SERVICES - CORP		10/28/2022	240,000.00	237,820.76	240,000.00	5.671	A-	5.671	850	10/28/2025
808513BN4	86114	CHARLES SCHWAB - CORP		03/18/2021	245,000.00	236,356.69	244,970.85	0.750	A	0.767	261	03/18/2024
857477BR3	86606	STATE STREET CORP - CORP		02/07/2022	150,000.00	140,520.81	150,000.00	1.746	A	1.746	951	02/06/2026
857477BM4	90001	STATE STREET CORP - CORP		02/07/2022	75,000.00	71,500.13	76,514.80	2.901	A	2.129	1,003	03/30/2026
857477BM4	90028	STATE STREET CORP - CORP		02/22/2022	400,000.00	381,334.01	405,387.98	2.901	A	2.383	1,003	03/30/2026
857477BX0	90422	STATE STREET CORP - CORP		11/04/2022	105,000.00	105,557.98	105,000.00	5.751	A	5.751	1,222	11/04/2026
857477BZ5	90557	STATE STREET CORP - CORP		01/26/2023	45,000.00	44,319.80	45,000.00	4.857	A	4.857	940	01/26/2026
87612EBD7	86498	TARGET CORP - CORP		11/29/2021	250,000.00	245,451.16	256,048.93	3.500	A	1.041	366	07/01/2024
882508BR4	90440	TEXAS INSTRUMENTS INC - CORP		11/18/2022	80,000.00	79,773.80	79,975.15	4.700	A+	4.724	506	11/18/2024
89788MAH5	90266	TRUIST FINANCIAL - CORP		07/28/2022	235,000.00	225,827.19	235,000.00	4.260	A-	4.260	1,123	07/28/2026
89788MAJ1	90412	TRUIST FINANCIAL - CORP		10/28/2022	250,000.00	247,685.72	250,000.00	5.900	A-	5.900	1,215	10/28/2026
91324PEB4	86229	UNITED HEALTH - CORP		05/19/2021	260,000.00	249,155.29	259,921.09	0.550	A+	0.585	319	05/15/2024
91324PEN8	90410	UNITED HEALTH - CORP		10/28/2022	80,000.00	80,201.50	79,994.44	5.150	A+	5.150	837	10/15/2025
904764BJ5	85770	UNILEVER CAPITAL - CORP		09/14/2020	100,000.00	99,056.52	99,991.35	0.375	A+	0.418	75	09/14/2023
904764BN6	86325	UNILEVER CAPITAL - CORP		08/12/2021	125,000.00	118,370.91	125,000.00	0.626	A+	0.626	408	08/12/2024
<b>Subtotal and Average</b>			<b>11,597,404.83</b>		<b>11,605,000.00</b>	<b>11,182,291.83</b>	<b>11,597,291.36</b>			<b>2.528</b>	<b>671</b>	
<b>Supranationals</b>												
4581X0DZ8	86365	IADB - SUPRA		09/23/2021	755,000.00	711,228.20	754,771.35	0.500	AAA	0.525	450	09/23/2024
<b>Subtotal and Average</b>			<b>754,763.85</b>		<b>755,000.00</b>	<b>711,228.20</b>	<b>754,771.35</b>			<b>0.525</b>	<b>450</b>	
<b>Pass Through Securities (GNMA/CMO)</b>												
14315XAC2	85455	CARMAX - ABS		01/22/2020	13,650.31	13,582.05	13,625.79	1.890	AAA	1.929	534	12/16/2024
14315FAD9	85705	CARMAX - ABS		07/22/2020	29,902.97	29,653.12	29,868.69	0.620	AAA	0.627	625	03/17/2025
14316HAC6	85858	CARMAX - ABS		10/21/2020	63,104.46	61,667.90	63,070.34	0.500	AAA	0.509	776	08/15/2025
14316NAC3	86024	CARMAX - ABS		01/27/2021	66,422.04	64,495.82	66,395.36	0.340	AAA	0.348	898	12/15/2025
14314QAC8	86173	CARMAX - ABS		04/21/2021	168,646.51	162,981.15	168,591.56	0.520	AAA	0.529	962	02/17/2026
14317DAC4	86290	CARMAX - ABS		07/28/2021	398,951.56	382,324.81	398,885.93	0.550	AAA	0.557	1,080	06/15/2026
14317HAC5	90145	CARMAX - ABS		04/28/2022	100,000.00	97,402.90	99,984.79	3.490	AAA	3.522	1,326	02/16/2027
14318UAD3	90414	CARMAX - ABS		10/31/2022	380,000.00	378,803.99	379,910.89	5.340	AAA	5.410	1,507	08/16/2027
14041NFY2	86503	CAPITAL ONE - ABS		11/30/2021	450,000.00	423,413.33	449,937.99	1.040	AAA	0.347	1,233	11/15/2026
14041NFZ9	90102	CAPITAL ONE - ABS		03/30/2022	225,000.00	215,333.33	224,983.04	2.800	AAA	2.820	1,353	03/15/2027
14041NGA3	90210	CAPITAL ONE - ABS		06/14/2022	195,000.00	188,459.39	194,968.84	3.490	AAA	3.521	1,414	05/15/2027
14044CAC6	86438	COPAR - ABS		10/27/2021	220,000.00	209,997.08	219,995.84	0.770	AAA	0.760	1,172	09/15/2026

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**PFM**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to 365 Maturity	Maturity Date
<b>Pass Through Securities (GNMA/CMO)</b>												
254683CY9	90706	DCENT 2023 A1 A MTGE - ABS		04/11/2023	225,000.00	219,975.86	224,986.95	4.310	N/A	4.351	1,719	03/15/2028
254683CP8	86368	DISCOVER CARD ABS - ABS		09/27/2021	280,000.00	263,531.63	279,940.05	0.580	AAA	0.580	1,172	09/15/2026
254683CW3	90274	DISCOVER CARD ABS - ABS		08/09/2022	205,000.00	197,999.50	204,974.56	3.560	AAA	3.510	1,475	07/15/2027
3137BKRJ1	90187	FHMS - MBS		05/24/2022	725,000.00	698,451.44	729,644.53	3.329	N/A	3.036	694	05/25/2025
3137FBTA4	90193	FHMS - MBS		05/31/2022	724,555.09	705,318.80	725,517.39	3.064	AA+	2.907	421	08/25/2024
3137BHXJ1	90248	FHMS - MBS		07/18/2022	722,361.83	696,681.94	713,670.91	3.023	AA+	3.478	574	01/25/2025
3137BMTX4	90260	FHMS - MBS		07/26/2022	550,000.00	527,099.60	543,640.63	3.151	N/A	3.493	878	11/25/2025
3137BJP64	90270	FHMS - MBS		08/08/2022	425,000.00	410,388.12	421,829.10	3.205	N/A	3.447	633	03/25/2025
3137BN6G4	90272	FHMS - MBS		08/09/2022	575,000.00	547,676.00	568,374.02	2.995	N/A	3.330	908	12/25/2025
3137BM7C4	90275	FHMS - MBS		08/10/2022	325,000.00	312,422.89	322,638.67	3.308	AA+	3.512	817	09/25/2025
3137BLMZ8	90300	FHMS - MBS		08/16/2022	750,000.00	718,242.75	739,423.83	3.010	AA+	3.485	755	07/25/2025
3137BFE98	90315	FHMS - MBS		09/02/2022	500,000.00	485,337.50	493,417.97	3.171	N/A	3.758	482	10/25/2024
3137BEVH4	90329	FHMS - MBS		09/20/2022	550,000.00	535,247.02	539,687.50	3.241	AA+	4.188	452	09/25/2024
3137BNGT5	90605	FHMS - MBS		03/06/2023	300,000.00	283,731.42	282,515.63	2.745	N/A	4.989	939	01/25/2026
3137BRQJ7	90622	FHMS - MBS		03/07/2023	300,000.00	281,508.93	278,976.56	2.570	N/A	6.932	1,120	07/25/2026
3137FJXQ7	90633	FHMS - MBS		03/09/2023	348,790.10	338,362.50	337,835.91	3.750	AA+	5.113	786	08/25/2025
3137BSP72	90726	FHMS - MBS		04/17/2023	525,000.00	491,334.27	501,108.40	2.653	N/A	4.101	1,151	08/25/2026
3137BRQJ7	90796	FHMS - MBS		05/23/2023	350,000.00	328,427.09	332,800.78	2.570	N/A	4.308	1,120	07/25/2026
3137BTUM1	90798	FHMS - MBS		05/24/2023	255,000.00	242,326.88	247,150.78	3.347	N/A	4.306	1,243	11/25/2026
3136ARTE8	90384	FNMA - MBS		10/12/2022	379,440.62	357,878.57	357,978.51	2.702	AA+	4.578	970	02/25/2026
345286AC2	86601	FORDO - ABS		01/24/2022	100,000.00	96,032.41	99,988.12	1.290	AAA	1.299	1,080	06/15/2026
344928AD8	90673	FORDO - ABS		03/31/2023	185,000.00	182,616.05	184,980.70	4.650	AAA	4.700	1,690	02/15/2028
380144AC9	86234	GMALT - ABS		05/26/2021	34,406.58	34,304.81	34,360.27	0.340	AAA	0.350	324	05/20/2024
362590AC5	85744	GMCAR - ABS		08/19/2020	59,176.73	58,301.76	59,119.53	0.450	N/A	0.460	655	04/16/2025
362554AC1	86430	GMCAR - ABS		10/21/2021	185,000.00	176,681.01	184,995.28	0.680	N/A	0.682	1,173	09/16/2026
380146AC4	86592	GMCAR - ABS		01/19/2022	170,000.00	162,383.56	169,985.23	1.260	AAA	1.267	1,234	11/16/2026
36265WAD5	90242	GMCAR - ABS		07/13/2022	120,000.00	116,522.58	119,999.17	3.640	N/A	3.668	1,385	04/16/2027
362583AD8	90719	GMCAR - ABS		04/12/2023	120,000.00	117,853.79	119,996.70	4.470	AAA	4.513	1,691	02/16/2028
43815GAC3	86545	HONDA AUTO RECEIVABLES - ABS		11/24/2021	220,000.00	211,147.93	219,953.62	0.880	N/A	0.892	935	01/21/2026
43813KAC6	85801	HAROT - ABS		09/29/2020	28,892.40	28,491.55	28,874.04	0.370	AAA	0.377	475	10/18/2024
43815BAC4	90025	HAROT - ABS		02/23/2022	195,000.00	186,317.94	194,970.67	1.880	AAA	1.895	1,049	05/15/2026
437927AC0	90806	HAROT - ABS		05/30/2023	185,000.00	183,782.27	184,970.03	4.930	AAA	4.713	1,598	11/15/2027
44933FAC0	85704	HART - ABS		07/22/2020	11,479.46	11,426.40	11,451.38	0.480	AAA	0.488	534	12/16/2024
44933LAC7	86185	HART - ABS		04/28/2021	100,621.46	97,979.96	100,603.58	0.380	AAA	0.385	807	09/15/2025
448977AD0	90067	HART - ABS		03/16/2022	420,000.00	403,092.90	419,983.83	2.220	AAA	2.232	1,202	10/15/2026
41285JAD0	90593	HDMOT - ABS		02/23/2023	120,000.00	118,938.07	119,987.92	5.050	N/A	5.108	1,628	12/15/2027
44935FAD6	86480	HYUNDAI AUTO - ABS		11/17/2021	170,000.00	163,311.11	169,962.06	0.740	AAA	0.738	1,049	05/15/2026
58769VAC4	85682	MBALT - ABS		06/23/2020	34,293.32	33,977.25	34,273.80	0.550	AAA	0.553	598	02/18/2025

**PFM**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM	Days to 365 Maturity	Maturity Date
<b>Pass Through Securities (GNMA/CMO)</b>												
58770AAC7	90553	MERCEDES BENZ AUTO - ABS		01/25/2023	95,000.00	93,395.13	94,988.60	4.510	AAA	4.558	1,598	11/15/2027
65479CAD0	85690	NAROT - ABS		06/30/2020	1,946.90	1,943.19	1,938.68	0.550	AAA	0.551	380	07/15/2024
65480JAC4	90343	NAROT - ABS		09/28/2022	200,000.00	196,460.98	199,958.62	4.460	AAA	4.511	1,416	05/17/2027
891941AD8	90797	TAOT 2023 B A3 - MBS		05/23/2023	260,000.00	257,162.59	259,985.47	4.710	N/A	5.147	1,690	02/15/2028
89238JAC9	86475	TOYOTA AUTO REC - ABS		11/15/2021	225,000.00	215,469.95	224,995.21	0.710	AAA	0.699	1,019	04/15/2026
89231CAD9	90299	TOYOTA AUTO REC - ABS		08/16/2022	135,000.00	131,468.86	134,977.44	3.760	AAA	4.173	1,384	04/15/2027
891940AC2	90565	TOYOTA AUTO REC - ABS		01/30/2023	170,000.00	167,597.83	169,999.92	4.630	AAA	4.675	1,537	09/15/2027
92868KAC7	86533	VOLKSWAGEN AUTO LOAN - ABS		12/13/2021	293,583.23	282,457.89	293,571.73	1.020	AAA	1.024	1,087	06/22/2026
92290BAA9	85723	VZOT - ABS		08/12/2020	37,886.04	37,621.76	37,828.29	0.470	N/A	0.479	600	02/20/2025
98163WAC0	85684	WOART - ABS		06/24/2020	48,682.86	48,138.26	48,665.22	0.630	AAA	0.633	684	05/15/2025
98163KAC6	86452	WOART - ABS		11/03/2021	270,000.00	258,758.98	269,963.23	0.810	AAA	0.817	1,202	10/15/2026
<b>Subtotal and Average</b>			<b>15,442,125.58</b>		<b>15,521,794.47</b>	<b>14,943,694.35</b>	<b>15,351,660.08</b>			<b>3.112</b>	<b>997</b>	
<b>Municipal Bonds</b>												
13067WRA2	85716	CA ST DEPT OF WTR - MUNI		08/06/2020	55,000.00	53,862.60	55,000.00	0.414	AAA	0.414	153	12/01/2023
341271AD6	85786	FLORIDA ST - MUNI		09/16/2020	205,000.00	189,268.30	205,000.00	1.258	AA	1.258	731	07/01/2025
576004GY5	90312	MASS. CMNWLTH - MUNI		08/30/2022	380,000.00	369,318.20	380,000.00	3.660	N/A	3.661	564	01/15/2025
646140DN0	86035	NJ TPK AUTH - MUNI		02/04/2021	165,000.00	154,177.65	165,000.00	0.897	A+	0.897	550	01/01/2025
650036DS2	85994	NY ST URBAN DEV - MUNI		12/23/2020	545,000.00	527,009.55	545,000.00	0.620	AA+	0.620	258	03/15/2024
798306WM4	85872	SAN JUAN CA UNIF - MUNI		10/29/2020	315,000.00	313,790.40	315,000.00	0.499	N/A	0.499	31	08/01/2023
<b>Subtotal and Average</b>			<b>1,665,000.00</b>		<b>1,665,000.00</b>	<b>1,607,426.70</b>	<b>1,665,000.00</b>			<b>1.390</b>	<b>369</b>	
<b>Total and Average</b>			<b>75,396,835.62</b>		<b>75,521,794.47</b>	<b>72,897,532.51</b>	<b>75,187,267.05</b>			<b>2.808</b>	<b>749</b>	

**PFM  
Portfolio Management  
Portfolio Details - Cash  
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
		Average Balance	0.00								0
		Total Cash and Investments	75,396,835.62		75,521,794.47	72,897,532.51	75,187,267.05			2.808	749



## **SECTION III**

### **APPENDIX**

#### **B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES**

##### **B.2. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)**

CALIFORNIA STATE LOCAL AGENCY INVESTMENT ACCOUNTS	STATE CONTROLLER ACCOUNT NUMBER	ACCOUNT BALANCE	ESTIMATED FAIR VALUE
ACALANES UNION HIGH SCHOOL	75-07-010	13,269,500.73	13,068,182.49
ANTIOCH UNIFIED SCHOOL DISTRICT	75-07-005	907,775.07	894,002.76
BRENTWOOD UNION SCHOOL DISTRICT	75-07-013	8,534,354.98	8,404,876.00
BYRON UNION SCHOOL DISTRICT	75-07-017	181,857.58	179,098.53
CANYON ELEMENTARY SCHOOL DISTRICT	75-07-018	160,153.57	157,723.80
CCC REDEVELOPMENT AGENCY	65-07-015	0.04	0.04
CONTRA COSTA COMMUNITY COLLEGE	75-07-001	689,168.74	678,713.02
CONTRA COSTA COUNTY SCHOOL INSURANCE GROUP	35-07-001	2,452,096.50	2,414,894.52
CENTRAL CONTRA COSTA SANITARY DISTRICT	70-07-001	45,600,000.00	44,908,179.55
CONTRA COSTA COUNTY OFFICE OF EDUCATION	75-07-007	1,408,566.16	1,387,196.10
CONTRA COSTA COUNTY	99-07-000	75,000,000.00	73,862,137.43
CROCKETT COMMUNITY SERVICES DISTRICT	16-07-004	5,597,307.87	5,512,388.31
DELTA DIABLO SANITATION DISTRICT	70-07-003	79,756.59	78,546.56
EAST CONTRA COSTA REG FEE & FINANCING AUTH	40-07-006	1,103,859.80	1,087,112.59
KENSINGTON FIRE PROTECTION DISTRICT	17-07-011	24,795.13	24,418.95
KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT	16-07-003	655,842.75	645,892.63
LAFAYETTE SCHOOL DISTRICT	75-07-012	1,808,543.82	1,781,105.50
MARTINEZ UNIFIED SCHOOL DISTRICT	75-07-011	21,375,945.65	21,051,640.47
MORAGA ORINDA FIRE DISTRICT	17-07-003	14,995,220.11	14,767,720.11
MORAGA SCHOOL DISTRICT	75-07-016	2,937.57	2,893.00
MT DIABLO UNIFIED SCHOOL DISTRICT	75-07-008	3,763,949.86	3,706,845.09
MT VIEW SANITARY DISTRICT	70-07-008	10,609,932.40	10,448,963.80
OAKLEY UNION SCHOOL DISTRICT	75-07-009	271,627.35	267,506.36
ORINDA UNION SCHOOL DISTRICT	75-07-015	2,991,066.27	2,945,687.31
PITTSBURG UNIFIED SCHOOL DISTRICT	75-07-002	38,630.90	38,044.81
RECLAMATION DISTRICT 799	60-07-001	371,625.40	365,987.28
RECLAMATION DISTRICT 800	60-07-003	3,869,952.50	3,811,239.51
RECLAMATION DISTRICT 2026	60-07-005	8,020.40	7,898.72
RECLAMATION DISTRICT 2137	60-07-006	312,435.28	307,695.17
RODEO -HERCULES FIRE PROTECTION DISTRICT	17-07-001	2,179,108.47	2,146,048.12
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT	75-07-004	263,195.00	259,201.94
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT	75-07-014	23,090,939.94	22,740,615.72
	TOTAL	<u>241,618,166.43</u>	<u>237,952,456.18</u>

## **SECTION III**

### **APPENDIX**

#### **B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES**

##### **ASSET MANAGEMENT FUNDS**

- B.3. ALLSPRING**
- B.4. CAMP**
- B.5. CaISTRUST (LIQUIDITY)\***
- B.6. US BANK**

\*No investments were made in the CaISTRUST Liquidity Fund during the quarter.



## Allspring GAAP

30 June 2023

Contra Costa County

Investment Strategy: Global Liquidity Solutions

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

<u>Risk Summary (Contra Costa County)</u>	1 - 4
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<u>Performance Summary Net of Fees (Contra Costa County)</u>	7 - 8
<u>GAAP FX Financials (Contra Costa County)</u>	9 - 10
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\*Additional information will be provided upon request.

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# Risk Summary

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

## Balance Sheet

Book Value + Accrued	44,414,361.13
Net Unrealized Gain/Loss	-195,038.74
Market Value + Accrued	44,219,322.39

## Portfolio Characteristics

Risk Metric	Value
Cash	-282,972.39
MMFund	1,982,784.71
Fixed Income	42,519,510.07
Duration	0.534
Convexity	0.006
WAL	0.528
Years to Final Maturity	0.885
Years to Effective Maturity	0.569
Yield	5.290
Book Yield	4.663
Avg Credit Rating	AA+/Aa1/AA+

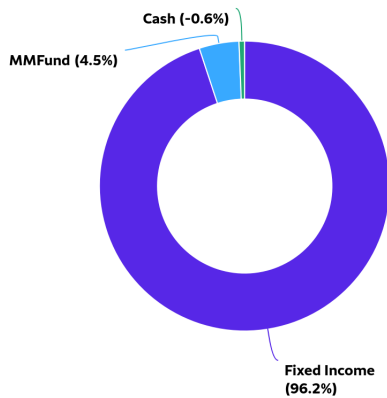
## Issuer Concentration

Issuer Concentration	% of Base Market Value + Accrued
Other	55.23%
Federal Home Loan Banks	16.76%
United States	13.23%
Allspring Group Holdings LLC	4.48%
Farm Credit System	3.38%
California Earthquake Authority	2.39%
Fremont Union High School District	2.27%
Jupiter Securitization Company LLC	2.26%

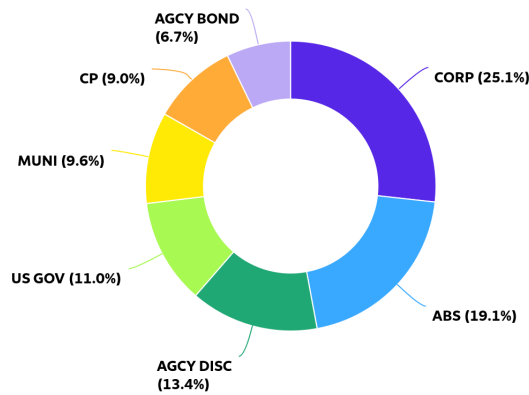
---	100.00%
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Footnotes: 1,2

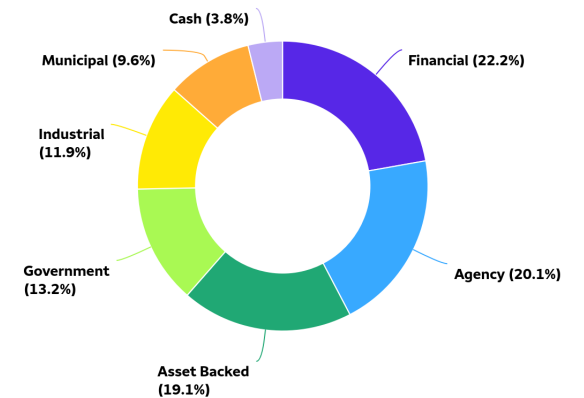
## Asset Class (%)



## Security Type (%)



## Market Sector (%)



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# Risk Summary

US Dollar

01 April 2023 to 30 June 2023

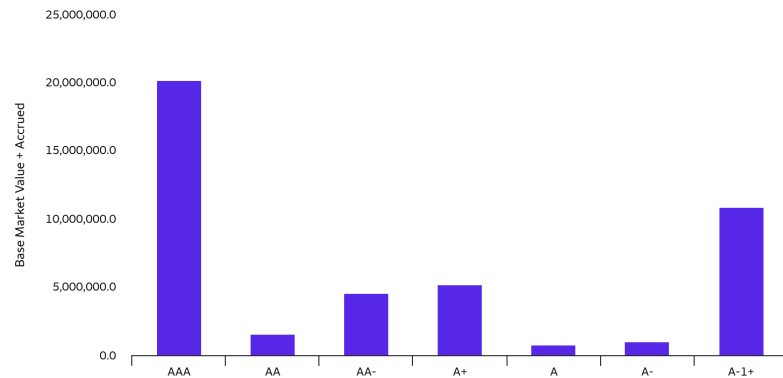
Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

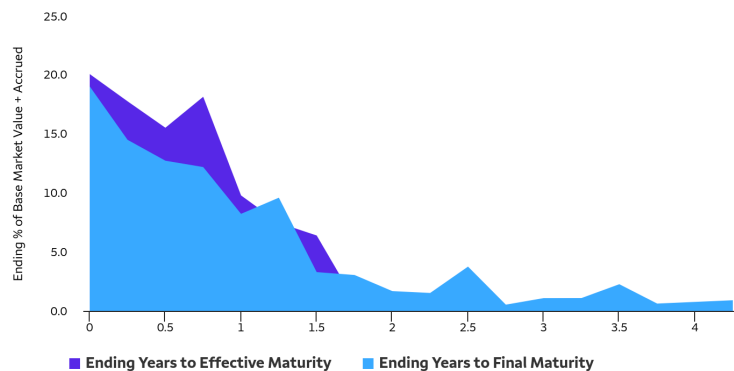
## Credit Rating



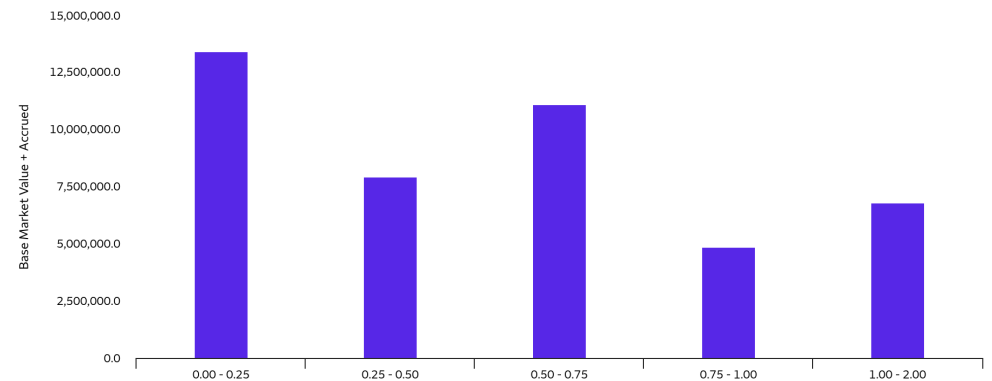
## Credit Duration Heat Map

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	62.73%	7.50%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
AA	12.31%	1.55%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
A	9.57%	6.35%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BBB	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BB	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
B	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CCC	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CC	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
C	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
NA	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

## Time To Maturity



## Duration



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# Risk Summary

US Dollar

01 April 2023 to 30 June 2023

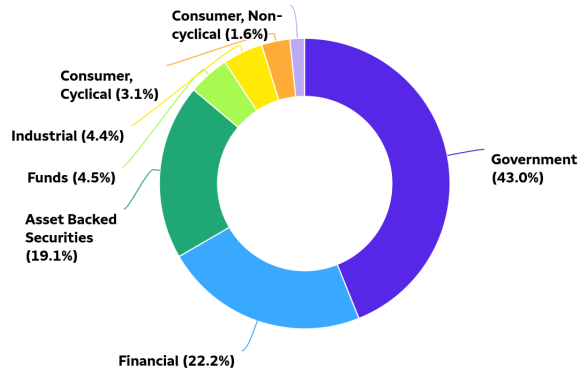
Contra Costa County

Account: XXX235

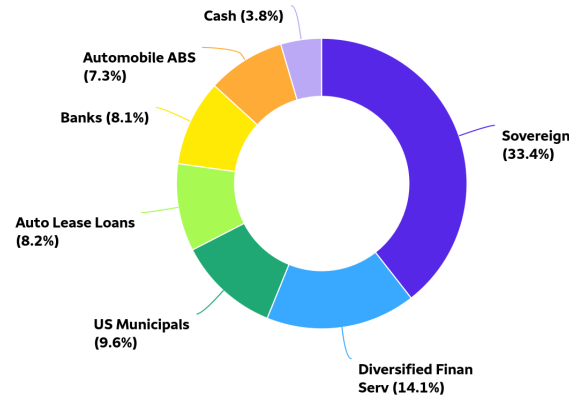
Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

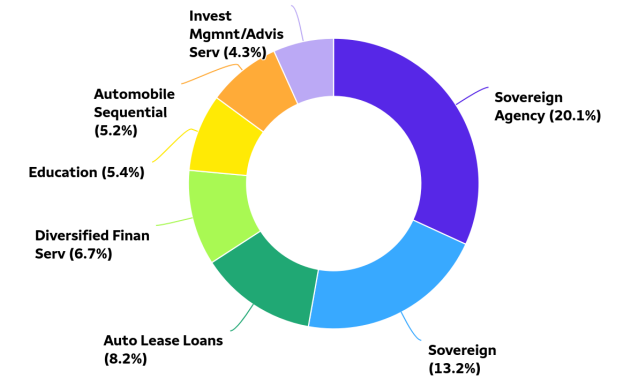
## Industry Sector



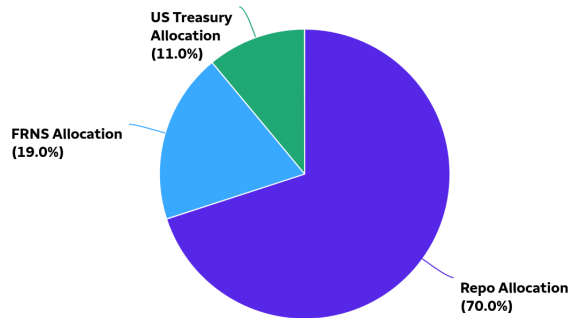
## Industry Group



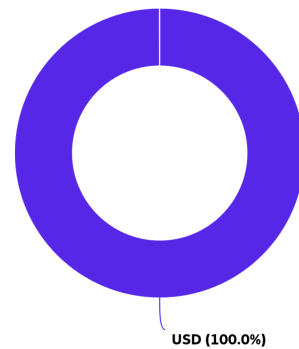
## Industry Subgroup



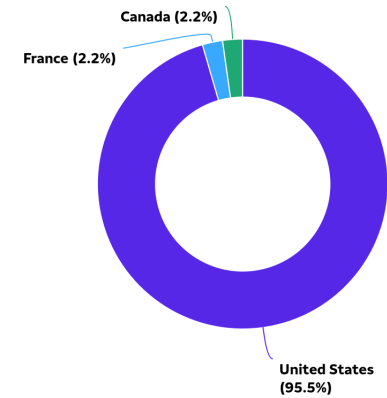
## MMF Asset Allocation



## Currency



## Country



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# Risk Summary

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

1: \* Grouped by: Issuer Concentration. 2: \* Groups Sorted by: % of Base Market Value + Accrued.

# Performance Summary Gross of Fees

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Period	Period Begin	Period End	Total Return, Gross of Fees	Weighted Average Index Return	Excess Total Return, Gross of Fees
Month to Date	06/01/2023	06/30/2023	0.35%	0.48%	-0.13%
Quarter to Date	04/01/2023	06/30/2023	1.02%	1.07%	-0.05%
Year to Date	01/01/2023	06/30/2023	2.18%	2.25%	-0.06%
Prior Month	05/01/2023	05/31/2023	0.27%	0.24%	0.02%
Prior Quarter	01/01/2023	03/31/2023	1.15%	1.17%	-0.01%
Prior Year	01/01/2022	12/31/2022	0.69%	1.34%	-0.65%
Trailing Month	06/01/2023	06/30/2023	0.35%	0.48%	-0.13%
Trailing Quarter	04/01/2023	06/30/2023	1.02%	1.07%	-0.05%
Trailing Year	07/01/2022	06/30/2023	3.37%	3.63%	-0.25%

Account	Index	Index Start Date	Index End Date
Contra Costa County	ML 6 Month T-Bill	01/01/1980	11/30/2004
Contra Costa County	ICE BofA US 6-Month Treasury Bill Index	12/01/2004	---

Gross of Fees (includes trading).

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# Performance Summary Gross of Fees

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Returns are actual and have not been annualized.

No Tax Adjustment.

Note that data will not exist prior to the performance inception date of: 04/01/2001.

Historical data exists for the options shown below, only available on historical data boundaries:

Begin Date, End Date	Return Type, Fee Options	Tax Options
04/01/2001 01/31/2011	Total Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment
04/01/2001 01/31/2011	Income Return Gross of Fees	No Tax Adjustment
04/01/2001 01/31/2011	Price Return Gross of Fees	No Tax Adjustment
01/01/2008 01/31/2011	Book Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment

Reported Index Return is always Total Return.

# Performance Summary Net of Fees

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Period	Period Begin	Period End	Total Return, Net of Fees	Weighted Average Index Return	Excess Total Return, Net of Fees
Month to Date	06/01/2023	06/30/2023	0.33%	0.48%	-0.15%
Quarter to Date	04/01/2023	06/30/2023	0.99%	1.07%	-0.07%
Year to Date	01/01/2023	06/30/2023	2.14%	2.25%	-0.11%
Prior Month	05/01/2023	05/31/2023	0.26%	0.24%	0.01%
Prior Quarter	01/01/2023	03/31/2023	1.13%	1.17%	-0.04%
Prior Year	01/01/2022	12/31/2022	0.60%	1.34%	-0.73%
Trailing Month	06/01/2023	06/30/2023	0.33%	0.48%	-0.15%
Trailing Quarter	04/01/2023	06/30/2023	0.99%	1.07%	-0.07%
Trailing Year	07/01/2022	06/30/2023	3.28%	3.63%	-0.35%

Account	Index	Index Start Date	Index End Date
Contra Costa County	ML 6 Month T-Bill	01/01/1980	11/30/2004
Contra Costa County	ICE BofA US 6-Month Treasury Bill Index	12/01/2004	---

Net of Fees (includes management and trading).

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# Performance Summary Net of Fees

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Returns are actual and have not been annualized.

No Tax Adjustment.

Note that data will not exist prior to the performance inception date of: 04/01/2001.

Historical data exists for the options shown below, only available on historical data boundaries:

Begin Date, End Date	Return Type, Fee Options	Tax Options
04/01/2001 01/31/2011	Total Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment
04/01/2001 01/31/2011	Income Return Gross of Fees	No Tax Adjustment
04/01/2001 01/31/2011	Price Return Gross of Fees	No Tax Adjustment
01/01/2008 01/31/2011	Book Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment

Reported Index Return is always Total Return.

# GAAP FX Financials

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Balance Sheet	As of:	Contra Costa County	
		03/31/2023	06/30/2023
Book Value		44,180,088.37	44,264,445.06
Accrued Balance		142,546.21	149,916.07
<b>Book Value + Accrued</b>		<b>44,322,634.59</b>	<b>44,414,361.13</b>
Net FX Unrealized Carrying Value Accrued Gain		0.00	0.00
Net FX Unrealized Carrying Value Security Gain/Loss		0.00	0.00
Net Market Unrealized Carrying Value Gain/Loss		-178,126.61	-195,038.74
<b>Carrying Value and Accrued</b>		<b>44,144,507.97</b>	<b>44,219,322.39</b>

Income Statement	Begin Date End Date	Contra Costa County	
		04/01/2023 06/30/2023	
<b>Net Amortization/Accretion Income</b>			238,883.36
Interest Income		226,070.24	
Dividend Income		0.00	
Foreign Tax Withheld Expense		0.00	
Misc Income		0.00	
Net Market Allowance Expense		0.00	
Net FX Allowance Expense		0.00	
<b>Income Subtotal</b>			<b>226,070.24</b>
Net FX Realized Gain/Loss		0.00	
Net Market Realized Gain/Loss		0.00	
Net Total Holding Gain/Loss		0.00	
Total Impairment Loss		0.00	
<b>Net Total Gain/Loss</b>			<b>0.00</b>
Expense		-10,531.99	
<b>Net Income</b>			<b>454,421.61</b>
Transfers In/Out			-362,695.07
Change in FX Unrealized Gain/Loss			0.00
Change in Market Unrealized Gain/Loss			-16,912.13

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# GAAP FX Financials

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Statement of Cash Flows	Contra Costa County	
	Begin Date	04/01/2023
	End Date	06/30/2023
<b>Net Income</b>		454,421.61
Amortization/Accretion on MS	-164,863.69	
Change in Accrued on MS	45,966.80	
Net Gain/Loss on MS	0.00	
Change in Unrealized G/L on CE	524.72	
<b>Subtotal</b>		-118,372.16
Purchase of MS	-15,137,878.16	
Purchased Accrued of MS	-44,136.58	
Sales of MS	1,520,216.75	
Sold Accrued of MS	0.00	
Maturities of MS	13,955,000.00	
<b>Net Purchases/Sales</b>		293,202.01
Transfers of Cash & CE		-362,695.07
<b>Total Change in Cash &amp; CE</b>		266,556.39
Beginning Cash & CE		6,480,660.07
<b>Ending Cash &amp; CE</b>		6,747,216.46

# Income Detail

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
94975P405 ALLSPRING:GOVT MM I	1,982,784.71 4.95	06/30/2023 06/30/2023	0.00 ---	26,711.14 0.00	0.00	0.00 26,711.14
03065WAB1 AMCAR 2022-2 A2A	250,674.01 4.20	11/08/2023 12/18/2025	0.00 06/22/2022	3,090.83 6.50	0.00	0.00 3,097.34
02582JJR2 AMXCA 2021-1 A	800,000.00 0.90	11/14/2024 11/16/2026	0.00 01/31/2023	1,800.00 7,005.02	0.00	0.00 8,805.02
037833AK6 APPLE INC	0.00 2.40	05/03/2023 05/03/2023	0.00 01/21/2022	640.00 -407.85	0.00	0.00 232.15
037833CU2 APPLE INC	700,000.00 2.85	05/11/2024 05/11/2024	0.00 06/02/2023	1,607.08 1,336.61	0.00	0.00 2,943.70
04821URC8 Atlantic Asset Securitization Corp.	0.00 0.00	04/12/2023 04/12/2023	0.00 02/28/2023	0.00 1,420.83	0.00	0.00 1,420.83
04821UUM2 Atlantic Asset Securitization Corp.	1,000,000.00 0.00	07/21/2023 07/21/2023	0.00 04/27/2023	0.00 9,388.89	0.00	0.00 9,388.89
06051GJX8 BANK OF AMERICA CORP	0.00 5.27	05/28/2023 05/28/2024	0.00 05/28/2021	4,173.30 0.00	0.00	0.00 4,173.30
06051GJX8 BANK OF AMERICA CORP	0.00 5.27	05/28/2023 05/28/2024	0.00 10/18/2021	1,251.99 -36.12	0.00	0.00 1,215.87
06051GFB0 BANK OF AMERICA CORP	700,000.00 4.13	01/22/2024 01/22/2024	0.00 06/12/2023	1,523.95 544.47	0.00	0.00 2,068.42
06406HCV9 BANK OF NEW YORK MELLON CORP	700,000.00 3.40	05/15/2024 05/15/2024	0.00 06/01/2023	1,983.33 1,167.34	0.00	0.00 3,150.67
09247XAL5 BLACKROCK INC	500,000.00 3.50	03/18/2024 03/18/2024	0.00 05/27/2022	4,375.00 -1,099.98	0.00	0.00 3,275.02
05591RAC8 BMWLT 2021-1 A3	0.00 0.29	05/25/2023 01/25/2024	0.00 04/29/2022	16.27 90.30	0.00	0.00 106.57
05593AAC3 BMWLT 2023-1 A3	700,000.00 5.16	11/19/2024 11/25/2025	0.00 02/27/2023	9,030.00 61.44	0.00	0.00 9,091.44
13017HAK2 CALIFORNIA EARTHQUAKE AUTH REV	1,050,000.00 1.48	07/01/2023 07/01/2023	0.00 05/26/2023	1,507.77 4,630.50	0.00	0.00 6,138.27
14317CAB8 CARMX 2022-1 A2	69,901.05 0.91	08/05/2023 02/18/2025	0.00 01/26/2022	259.49 2.07	0.00	0.00 261.56
14317CAB8 CARMX 2022-1 A2	69,901.05 0.91	08/05/2023 02/18/2025	0.00 10/05/2022	259.49 710.13	0.00	0.00 969.62
CCYUSD Cash	709,061.45 0.00	06/30/2023 06/30/2023	-362,695.07 ---	0.00 0.00	0.00	-10,531.99 -10,531.99
14912L5X5 CATERPILLAR FINANCIAL SERVICES CORP	700,000.00 3.75	11/24/2023 11/24/2023	0.00 12/02/2022	6,562.50 1,923.49	0.00	0.00 8,485.99
166764BV1 CHEVRON CORP	0.00 1.14	05/11/2023 05/11/2023	0.00 01/24/2023	380.33 1,196.64	0.00	0.00 1,576.97
17325FAS7 CITIBANK NA	600,000.00 3.65	01/23/2024 01/23/2024	0.00 08/25/2022	5,475.00 -173.37	0.00	0.00 5,301.63
14044CAB8 COPAR 2021-1 A2	47,389.73 0.32	07/14/2023 02/18/2025	0.00 08/23/2022	119.48 1,169.82	0.00	0.00 1,289.30

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# Income Detail

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
30231GAC6 EXXON MOBIL CORP	579,000.00 3.18	03/15/2024 03/15/2024	0.00 04/17/2023	3,779.97 1,909.14	0.00	0.00 5,689.11
3133EM4P4 FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00 0.15	04/14/2023 04/14/2023	0.00 09/20/2021	40.63 8.81	0.00	0.00 49.44
3133EMVP4 FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00 0.13	04/13/2023 04/13/2023	0.00 04/26/2022	41.67 629.45	0.00	0.00 671.12
313312GN4 FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00 0.00	06/06/2023 06/06/2023	0.00 09/02/2022	0.00 6,242.50	0.00	0.00 6,242.50
3133ENJ84 FEDERAL FARM CREDIT BANKS FUNDING CORP	500,000.00 3.38	08/26/2024 08/26/2024	0.00 11/04/2022	4,218.75 1,782.14	0.00	0.00 6,000.89
3133EPPC3 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 5.38	07/03/2024 07/03/2024	0.00 07/03/2023	0.00 0.00	0.00	0.00 0.00
3130AQF57 FEDERAL HOME LOAN BANKS	500,000.00 0.63	12/22/2023 12/22/2023	0.00 12/22/2021	781.25 137.75	0.00	0.00 919.00
313384ET2003 FEDERAL HOME LOAN BANKS	0.00 0.00	04/23/2023 04/23/2023	0.00 06/24/2022	0.00 1,716.76	0.00	0.00 1,716.76
3130AOXE5 FEDERAL HOME LOAN BANKS	1,000,000.00 3.25	03/08/2024 03/08/2024	0.00 09/29/2022	8,125.00 2,617.55	0.00	0.00 10,742.55
313384HU6 FEDERAL HOME LOAN BANKS	1,000,000.00 0.00	07/06/2023 07/06/2023	0.00 02/06/2023	0.00 11,905.83	0.00	0.00 11,905.83
313384EF2 FEDERAL HOME LOAN BANKS	0.00 0.00	04/12/2023 04/12/2023	0.00 02/27/2023	0.00 706.45	0.00	0.00 706.45
313384TY5 FEDERAL HOME LOAN BANKS	1,000,000.00 0.00	03/06/2024 03/06/2024	0.00 03/06/2023	0.00 12,815.83	0.00	0.00 12,815.83
313384KD0 FEDERAL HOME LOAN BANKS	1,000,000.00 0.00	08/08/2023 08/08/2023	0.00 04/14/2023	0.00 10,356.67	0.00	0.00 10,356.67
313384NC9 FEDERAL HOME LOAN BANKS	1,000,000.00 0.00	10/18/2023 10/18/2023	0.00 04/17/2023	0.00 10,125.00	0.00	0.00 10,125.00
313384LD9 FEDERAL HOME LOAN BANKS	1,000,000.00 0.00	09/01/2023 09/01/2023	0.00 05/23/2023	0.00 5,514.17	0.00	0.00 5,514.17
313384MU0 FEDERAL HOME LOAN BANKS	1,000,000.00 0.00	10/10/2023 10/10/2023	0.00 05/23/2023	0.00 5,568.33	0.00	0.00 5,568.33
341081GD3 FLORIDA POWER & LIGHT CO	0.00 4.89	05/10/2023 05/10/2023	0.00 05/10/2021	3,342.33 0.00	0.00	0.00 3,342.33
34528LAB1 FORDL 2022-A A2A	52,915.45 2.78	08/16/2023 10/15/2024	0.00 04/26/2022	550.33 0.49	0.00	0.00 550.81
34528LAD7 FORDL 2022-A A3	500,000.00 3.51	01/31/2024 05/15/2025	0.00 11/30/2022	4,037.49 2,166.80	0.00	0.00 6,204.29
357172K38 FREMONT CALIF UN HIGH SCH DIST SANTA CLARA CNTY	1,000,000.00 5.45	08/01/2023 08/01/2023	0.00 06/07/2023	3,633.33 0.00	0.00	0.00 3,633.33
380130AB0 GMALT 2022-3 A2A	234,842.24 4.01	10/24/2023 10/21/2024	0.00 08/17/2022	2,946.82 7.48	0.00	0.00 2,954.29

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# Income Detail

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
362541AB0 GMALT 231 A2A	400,000.00 5.27	02/29/2024 06/20/2025	0.00 02/16/2023	5,270.01 6.24	0.00	0.00 5,276.25
36258NAC6 GMCAR 2020-1 A3	0.00 1.84	06/16/2023 09/16/2024	0.00 02/17/2021	52.06 -51.07	0.00	0.00 0.98
38122NC26 GOLDEN ST TOB SECURITIZATION CORP CALIF TOB SETTLE	0.00 1.34	06/01/2023 06/01/2023	0.00 12/12/2022	1,559.83 4,424.82	0.00	0.00 5,984.65
38346MRH9 Gotham Funding Corporation	0.00 0.00	04/17/2023 04/17/2023	0.00 01/19/2023	0.00 2,093.33	0.00	0.00 2,093.33
38346MT79 Gotham Funding Corporation	0.00 0.00	06/07/2023 06/07/2023	0.00 04/17/2023	0.00 7,083.33	0.00	0.00 7,083.33
43815GAB5 HAROT 2021-4 A2	25,673.43 0.39	07/21/2023 05/21/2024	0.00 11/24/2021	25.08 0.16	0.00	0.00 25.24
43815GAB5 HAROT 2021-4 A2	0.00 0.39	07/21/2023 05/21/2024	0.00 11/24/2021	73.18 0.60	0.00	0.00 73.78
43815JAB9 HAROT 2023-1 A2	500,000.00 5.22	03/26/2024 10/21/2025	0.00 02/24/2023	6,525.00 4.11	0.00	0.00 6,529.11
44933DAB7 HART 2022-C A2A	468,131.61 5.35	12/29/2023 11/17/2025	0.00 11/09/2022	6,611.73 5.46	0.00	0.00 6,617.19
448979AB0 HART 2023-A A2A	250,000.00 5.19	03/15/2024 12/15/2025	0.00 04/12/2023	2,847.30 1.89	0.00	0.00 2,849.18
419792L53 HAWAII ST	0.00 5.00	04/01/2023 04/01/2023	0.00 11/02/2022	0.00 0.00	0.00	0.00 0.00
427866AZ1 HERSHEY CO	0.00 3.38	05/15/2023 05/15/2023	0.00 02/11/2022	2,475.00 -498.50	0.00	0.00 1,976.50
438516CH7 HONEYWELL INTERNATIONAL INC	750,000.00 4.85	11/01/2024 11/01/2024	0.00 11/02/2022	9,093.75 15.89	0.00	0.00 9,109.65
4581XODM7 INTER-AMERICAN DEVELOPMENT BANK	0.00 0.50	05/24/2023 05/24/2023	0.00 04/18/2023	587.50 5,146.50	0.00	0.00 5,734.00
459058JV6 INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	0.00 0.13	04/20/2023 04/20/2023	0.00 05/26/2021	33.25 17.80	0.00	0.00 51.05
45950KCW8 INTERNATIONAL FINANCE CORP	0.00 4.92	06/30/2023 06/30/2023	0.00 06/30/2021	8,870.71 0.00	0.00	0.00 8,870.71
47787NAC3 JDOT 2020-B A3	73,885.64 0.51	08/23/2023 11/15/2024	0.00 09/09/2021	155.73 -112.76	0.00	0.00 42.97
47787JAC2 JDOT 2022 A3	500,000.00 0.36	08/09/2024 09/15/2026	0.00 04/21/2023	2,255.57 1,476.83	0.00	0.00 3,732.39
24422EVN6 JOHN DEERE CAPITAL CORP	500,000.00 0.45	01/17/2024 01/17/2024	0.00 01/05/2023	562.50 5,235.52	0.00	0.00 5,798.02
46625HKC3 JPMORGAN CHASE & CO	700,000.00 3.13	01/23/2025 01/23/2025	0.00 02/02/2023	5,468.75 2,284.72	0.00	0.00 7,753.47
4820P3T94 Jupiter Securitization Company LLC	0.00 0.00	06/09/2023 06/09/2023	0.00 02/08/2023	0.00 9,238.34	0.00	0.00 9,238.34

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# Income Detail

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
4820P3UB7 Jupiter Securitization Company LLC	1,000,000.00 0.00	07/11/2023 07/11/2023	0.00 06/09/2023	0.00 3,190.00	0.00	0.00 3,190.00
48306BSP1 Kaiser Foundation Hospitals	0.00 0.00	05/23/2023 05/23/2023	0.00 04/17/2023	0.00 6,087.50	0.00	0.00 6,087.50
58769KAE4 MBALT 2021-B A4	285,000.00 0.51	02/29/2024 03/15/2027	0.00 06/01/2023	121.13 1,184.02	0.00	0.00 1,305.15
58768PAC8 MBART 2022-1 A3	400,000.00 5.21	03/27/2025 08/16/2027	0.00 06/26/2023	289.44 4.18	0.00	0.00 293.62
58770AAB9 MBART 2023-1 A2	100,000.00 5.09	01/27/2024 02/15/2024	0.00 01/25/2023	1,272.51 0.81	0.00	0.00 1,273.32
612574EQ2 MONTEREY PENINSULA CALIF CMNTY COLLEGE DIST	700,000.00 1.20	08/01/2023 08/01/2023	0.00 08/25/2021	2,100.00 -1,578.06	0.00	0.00 521.94
61761JVLO MORGAN STANLEY	700,000.00 3.70	10/23/2024 10/23/2024	0.00 04/17/2023	5,323.89 1,552.30	0.00	0.00 6,876.19
65480DAC7 NALT 2021-A A3	178,644.12 0.52	08/20/2023 08/15/2024	0.00 03/04/2022	325.05 988.65	0.00	0.00 1,313.69
65480DAC7 NALT 2021-A A3	150,966.87 0.52	08/20/2023 08/15/2024	0.00 05/19/2022	274.69 1,630.62	0.00	0.00 1,905.31
630362EN7 NAPA VY CALIF UNI SCH DIST	400,000.00 0.34	08/01/2023 08/01/2023	0.00 08/17/2021	340.00 0.00	0.00	0.00 340.00
65480JAB6 NAROT 2022-B A2	174,897.02 4.50	12/11/2023 08/16/2025	0.00 06/01/2023	682.00 207.56	0.00	0.00 889.56
637432MV4 NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	700,000.00 3.40	11/15/2023 11/15/2023	0.00 03/10/2023	5,950.00 3,427.06	0.00	0.00 9,377.06
63763QRB5 National Securities Clearing Corporation	0.00 0.00	04/11/2023 04/11/2023	0.00 02/06/2023	0.00 1,291.67	0.00	0.00 1,291.67
67066GAK0 NVIDIA CORP	0.00 0.31	06/15/2023 06/15/2023	0.00 06/16/2021	381.10 0.00	0.00	0.00 381.10
675383TH6 OCEANSIDE CALIF UNI SCH DIST	300,000.00 0.38	08/01/2023 08/01/2023	0.00 08/17/2021	285.00 0.00	0.00	0.00 285.00
678858BWO OKLAHOMA GAS AND ELECTRIC CO	0.00 0.55	05/26/2023 05/26/2023	0.00 05/27/2021	413.98 0.00	0.00	0.00 413.98
67983UTS2 Old Line Funding, LLC	0.00 0.00	06/26/2023 06/26/2023	0.00 03/31/2023	0.00 12,159.44	0.00	0.00 12,159.44
69371RQ90 PACCAR FINANCIAL CORP	700,000.00 0.35	08/11/2023 08/11/2023	0.00 11/02/2022	612.50 7,592.05	0.00	0.00 8,204.55
CCYUSD Payable	-1,000,000.00 0.00	06/30/2023 06/30/2023	0.00 ---	0.00 0.00	0.00	0.00 0.00
713448EY0 PEPSICO INC	0.00 0.75	05/01/2023 05/01/2023	0.00 02/21/2023	437.50 2,386.09	0.00	0.00 2,823.59
735000TK7 PORT OAKLAND CALIF REV	0.00 0.82	05/01/2023 05/01/2023	0.00 03/31/2022	547.33 826.67	0.00	0.00 1,374.00

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# Income Detail

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
CCYUSD Receivable	7,966.16 0.00	06/30/2023 06/30/2023	0.00 ---	0.00 0.00	0.00	0.00 0.00
757696AP4 REDONDO BEACH CALIF CMNTY FING AUTH LEASE REV	0.00 0.41	05/01/2023 05/01/2023	0.00 07/15/2021	112.40 0.00	0.00	0.00 112.40
798135H51 SAN JOSE CALIF	500,000.00 2.30	09/01/2023 09/01/2023	0.00 12/07/2022	2,875.00 3,098.41	0.00	0.00 5,973.41
801747AB2 SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	275,000.00 1.64	08/01/2023 08/01/2023	0.00 03/01/2022	1,126.81 0.00	0.00	0.00 1,126.81
80285VAC3 SDART 2021-4 A3	0.00 0.51	04/15/2023 08/15/2025	0.00 06/28/2022	0.11 0.30	0.00	0.00 0.41
857477BC6 STATE STREET CORP	700,000.00 3.78	12/03/2024 12/03/2024	0.00 05/24/2023	2,716.62 375.92	0.00	0.00 3,092.54
89239KAC5 TAOT 2022-A A3	500,000.00 1.23	05/01/2024 06/15/2026	0.00 06/21/2022	1,537.50 1,847.46	0.00	0.00 3,384.96
891941AB2 TAOT 2023-B A2A	235,000.00 5.28	05/27/2024 04/15/2026	0.00 05/23/2023	1,309.74 0.31	0.00	0.00 1,310.04
88602US92 Thunder Bay Funding, LLC	0.00 0.00	05/09/2023 05/09/2023	0.00 03/24/2023	0.00 5,277.78	0.00	0.00 5,277.78
88602UTS9 Thunder Bay Funding, LLC	0.00 0.00	06/26/2023 06/26/2023	0.00 05/09/2023	0.00 3,406.67	0.00	0.00 3,406.67
88602UTS9 Thunder Bay Funding, LLC	0.00 0.00	06/26/2023 06/26/2023	0.00 05/24/2023	0.00 2,360.42	0.00	0.00 2,360.42
88602UY79 Thunder Bay Funding, LLC	1,000,000.00 0.00	11/07/2023 11/07/2023	0.00 06/26/2023	0.00 754.17	0.00	0.00 754.17
89236TJN6 TOYOTA MOTOR CREDIT CORP	700,000.00 0.63	09/13/2024 09/13/2024	0.00 10/31/2022	1,093.75 6,954.77	0.00	0.00 8,048.52
86787EBC0 TRUIST BANK	600,000.00 3.20	04/01/2024 04/01/2024	0.00 05/19/2022	4,746.67 -49.20	0.00	0.00 4,697.47
86787EBC0 TRUIST BANK	0.00 3.20	04/01/2024 04/01/2024	0.00 05/19/2022	53.33 -0.55	0.00	0.00 52.79
91282CDV0 UNITED STATES TREASURY	1,000,000.00 0.88	01/31/2024 01/31/2024	0.00 01/31/2022	2,199.59 384.69	0.00	0.00 2,584.27
91282CFA4 UNITED STATES TREASURY	500,000.00 3.00	07/31/2024 07/31/2024	0.00 08/10/2022	3,770.72 325.39	0.00	0.00 4,096.11
91282CEG2 UNITED STATES TREASURY	1,000,000.00 2.25	03/31/2024 03/31/2024	0.00 08/30/2022	5,594.26 2,836.38	0.00	0.00 8,430.64
91282CEG2 UNITED STATES TREASURY	0.00 2.25	03/31/2024 03/31/2024	0.00 08/30/2022	0.00 0.00	0.00	0.00 0.00
91282CCC3 UNITED STATES TREASURY	1,500,000.00 0.25	05/15/2024 05/15/2024	0.00 05/17/2023	458.56 8,236.12	0.00	0.00 8,694.68
91282CDV0 UNITED STATES TREASURY	1,000,000.00 0.88	01/31/2024 01/31/2024	0.00 05/22/2023	966.85 4,564.47	0.00	0.00 5,531.32

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# Income Detail

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/Accretion Income	Net Realized Gain/Loss	Base Expense, Base Net Income
912797FB8 UNITED STATES TREASURY	1,000,000.00 0.00	10/19/2023 10/19/2023	0.00 06/26/2023	0.00 719.79	0.00	0.00 719.79
91324PEM0 UNITEDHEALTH GROUP INC	700,000.00 5.00	10/15/2024 10/15/2024	0.00 10/28/2022	8,750.00 39.04	0.00	0.00 8,789.04
91412GWZ4 UNIVERSITY CALIF REVS	0.00 2.91	05/15/2023 05/15/2023	0.00 07/11/2022	3,555.44 105.71	0.00	0.00 3,661.16
92512MRH4 Versailles Commercial Paper LLC	0.00 0.00	04/17/2023 04/17/2023	0.00 12/28/2022	0.00 2,111.11	0.00	0.00 2,111.11
92512MT74 Versailles Commercial Paper LLC	0.00 0.00	06/07/2023 06/07/2023	0.00 05/09/2023	0.00 4,084.17	0.00	0.00 4,084.17
92512MW13 Versailles Commercial Paper LLC	1,000,000.00 0.00	09/01/2023 09/01/2023	0.00 06/09/2023	0.00 3,306.11	0.00	0.00 3,306.11
92868AAB1 VWALT 2022-A A2	334,961.24 3.02	10/06/2023 10/21/2024	0.00 06/14/2022	3,094.69 9.14	0.00	0.00 3,103.82
92868AAC9 VWALT 2022-A A3	350,000.00 3.44	04/20/2024 07/21/2025	0.00 02/27/2023	3,009.99 1,261.57	0.00	0.00 4,271.56
92348KAL7 VZMT 2022-1 A	250,000.00 1.04	07/20/2023 01/20/2027	0.00 12/29/2022	650.01 2,499.66	0.00	0.00 3,149.67
98163WACO WOART 2020-B A3	177,421.99 0.63	09/14/2023 05/15/2025	0.00 10/14/2022	348.10 1,926.75	0.00	0.00 2,274.85
98163NACO WOLS 2022-A A3	500,000.00 3.21	03/11/2024 02/18/2025	0.00 02/28/2023	4,012.50 1,975.22	0.00	0.00 5,987.72
---	<b>44,734,017.77</b>	<b>01/24/2024</b>	<b>-362,695.07</b>	<b>226,070.24</b>	<b>0.00</b>	<b>-10,531.99</b>
---	<b>2.21</b>	<b>05/19/2024</b>	<b>---</b>	<b>238,883.36</b>		<b>454,421.61</b>

\* Weighted by: Ending Base Market Value + Accrued. \* Holdings Displayed by: Lot.

# Balance Sheet Classification

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

CE

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
94975P405 ALLSPRING:GOVT MM I	1,982,784.71 1.0000	06/30/2023 4.95	06/30/2023	AAA Cash	4.95 4.95	1,982,784.71 1,982,784.71 0.00	1,982,784.71 0.00 1,982,784.71
CCYUSD Cash	709,061.45 1.0000	06/30/2023 0.00	06/30/2023	AAA Cash	0.00 0.00	709,061.45 709,061.45 0.00	709,061.45 0.00 709,061.45
CCYUSD Payable	-1,000,000.00 1.0000	06/30/2023 0.00	06/30/2023	AAA Cash	0.00 0.00	-1,000,000.00 -1,000,000.00 0.00	-1,000,000.00 0.00 -1,000,000.00
CCYUSD Receivable	7,966.16 1.0000	06/30/2023 0.00	06/30/2023	AAA Cash	0.00 0.00	7,966.16 7,966.16 0.00	7,966.16 0.00 7,966.16
13017HAK2 CALIFORNIA EARTHQUAKE AUTH REV	1,050,000.00 100.0000	07/01/2023 1.48	07/01/2023	A- Municipal	6.00 1.47	1,045,369.50 1,050,000.00 0.00	1,050,000.00 7,754.25 1,057,754.25
04821UUM2 Atlantic Asset Securitization Corp.	1,000,000.00 99.6989	07/21/2023 0.00	07/21/2023	A-1+ Financial	5.30 5.18	987,722.22 997,111.11 -121.69	996,989.42 0.00 996,989.42
4820P3UB7 Jupiter Securitization Company LLC	1,000,000.00 99.8443	07/11/2023 0.00	07/11/2023	A-1+ Financial	5.30 5.10	995,360.00 998,550.00 -107.11	998,442.89 0.00 998,442.89
357172K38 FREMONT CALIF UN HIGH SCH DIST SANTA CLARA CNTY	1,000,000.00 99.9980	08/01/2023 5.45	08/01/2023	AAA Municipal	5.45 5.45	1,000,000.00 1,000,000.00 -20.00	999,980.00 3,633.33 1,003,613.33
92512MW13 Versailles Commercial Paper LLC	1,000,000.00 99.0604	09/01/2023 0.00	09/01/2023	A-1+ Financial	5.52 5.42	987,376.67 990,682.78 -78.53	990,604.25 0.00 990,604.25
---	6,749,812.32	07/19/2023	07/19/2023	AA+	5.58	6,715,640.71	6,735,828.88
---	74.8534	2.50	---	---	4.81	6,736,156.21 -327.33	11,387.58 6,747,216.46

ST

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
637432MV4 NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	700,000.00 99.1257	11/15/2023 3.40	11/15/2023	A+ Financial	5.43 5.76	690,585.00 694,840.58 -960.87	693,879.71 3,041.11 696,920.82
14912L5X5 CATERPILLAR FINANCIAL SERVICES CORP	700,000.00 99.3065	11/24/2023 3.75	11/24/2023	A+ Industrial	4.89 5.50	692,454.00 696,913.96 -1,768.43	695,145.53 2,697.92 697,843.44

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# Balance Sheet Classification

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
06051GFB0 BANK OF AMERICA CORP	700,000.00 99.1299	01/22/2024 4.13	01/22/2024	AA- Financial	5.66 5.72	693,581.00 694,125.47 -216.32	693,909.15 12,753.13 706,662.28
09247XAL5 BLACKROCK INC	500,000.00 98.4859	03/18/2024 3.50	03/18/2024	AA- Financial	2.59 5.68	507,990.00 503,154.90 -10,725.58	492,429.32 5,006.94 497,436.26
30231GAC6 EXXON MOBIL CORP	579,000.00 98.3997	03/15/2024 3.18	03/15/2024	AA Industrial	4.83 5.50	570,523.44 572,432.58 -2,698.53	569,734.04 5,414.55 575,148.59
06406HCV9 BANK OF NEW YORK MELLON CORP	700,000.00 97.9620	05/15/2024 3.40	05/15/2024	AA- Financial	5.51 5.82	686,420.00 687,587.34 -1,853.34	685,734.00 3,041.11 688,775.11
3130AOXE5 FEDERAL HOME LOAN BANKS	1,000,000.00 98.5275	03/08/2024 3.25	03/08/2024	AAA Agency	4.34 5.45	984,870.00 992,780.17 -7,505.46	985,274.71 10,201.39 995,476.10
037833CU2 APPLE INC	700,000.00 97.8437	05/11/2024 2.85	05/11/2024	AAA Industrial	5.35 5.40	684,145.00 685,481.61 -575.43	684,906.18 2,770.83 687,677.01
17325FAS7 CITIBANK NA	600,000.00 98.8459	01/23/2024 3.65	01/23/2024	AA- Financial	3.53 5.75	600,924.00 600,333.40 -7,257.80	593,075.60 9,611.67 602,687.27
86787EBC0 TRUIST BANK	600,000.00 98.0002	04/01/2024 3.20	04/01/2024	A+ Financial	3.17 5.95	600,356.40 600,133.38 -12,132.13	588,001.24 4,800.00 592,801.24
798135H51 SAN JOSE CALIF	500,000.00 99.4540	09/01/2023 2.30	09/01/2023	AAA Municipal	4.86 5.59	490,875.00 497,888.99 -618.99	497,270.00 3,833.33 501,103.33
69371RQ90 PACCAR FINANCIAL CORP	700,000.00 99.4676	08/11/2023 0.35	08/11/2023	A+ Industrial	4.82 5.04	676,473.00 696,579.41 -306.10	696,273.31 952.78 697,226.09
24422EVN6 JOHN DEERE CAPITAL CORP	500,000.00 97.2952	01/17/2024 0.45	01/17/2024	A+ Industrial	4.80 5.54	478,310.00 488,493.37 -2,017.53	486,475.84 1,025.00 487,500.84
91282CCC3 UNITED STATES TREASURY	1,500,000.00 95.6211	05/15/2024 0.25	05/15/2024	AAA Government	4.88 5.44	1,433,378.91 1,441,615.03 -7,298.62	1,434,316.41 478.94 1,434,795.35
630362EN7 NAPA VY CALIF UNI SCH DIST	400,000.00 99.6120	08/01/2023 0.34	08/01/2023	AA- Municipal	0.34 4.86	400,000.00 400,000.00 -1,552.00	398,448.00 566.67 399,014.67
675383TH6 OCEANSIDE CALIF UNI SCH DIST	300,000.00 99.6330	08/01/2023 0.38	08/01/2023	AA- Municipal	0.38 4.65	300,000.00 300,000.00 -1,101.00	298,899.00 475.00 299,374.00
612574EQ2 MONTEREY PENINSULA CALIF CMNTY COLLEGE DIST	700,000.00 99.6650	08/01/2023 1.20	08/01/2023	AA Municipal	0.29 5.08	712,243.00 700,537.58 -2,882.58	697,655.00 3,500.00 701,155.00

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# Balance Sheet Classification

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
43815GAB5 HAROT 2021-4 A2	25,673.43 99.6985	05/21/2024 0.39	07/21/2023	AAA Asset Backed	0.39 5.64	25,672.76 25,673.41 -77.38	25,596.03 2.78 25,598.81
3130AQF57 FEDERAL HOME LOAN BANKS	500,000.00 97.7698	12/22/2023 0.63	12/22/2023	AAA Agency	0.74 5.41	498,895.00 499,736.62 -10,887.39	488,849.22 78.13 488,927.35
91282CDV0 UNITED STATES TREASURY	1,000,000.00 97.4180	01/31/2024 0.88	01/31/2024	AAA Government	1.03 5.41	996,914.06 999,095.35 -24,915.66	974,179.69 3,649.86 977,829.55
91282CDV0 UNITED STATES TREASURY	1,000,000.00 97.4180	01/31/2024 0.88	01/31/2024	AAA Government	5.18 5.41	971,015.63 975,580.10 -1,400.41	974,179.69 3,649.86 977,829.55
801747AB2 SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	275,000.00 99.7080	08/01/2023 1.64	08/01/2023	AA Municipal	1.64 5.01	275,000.00 275,000.00 -803.00	274,197.00 1,878.02 276,075.02
91282CEG2 UNITED STATES TREASURY	1,000,000.00 97.6602	03/31/2024 2.25	03/31/2024	AAA Government	3.43 5.45	981,953.13 991,459.69 -14,858.13	976,601.56 5,655.74 982,257.30
313384LD9 FEDERAL HOME LOAN BANKS	1,000,000.00 99.1807	09/01/2023 0.00	09/01/2023	A-1+ Agency	5.19 4.88	985,719.72 991,233.89 572.95	991,806.84 0.00 991,806.84
313384HU6 FEDERAL HOME LOAN BANKS	1,000,000.00 99.9597	07/06/2023 0.00	07/06/2023	A-1+ Agency	4.81 2.42	980,375.00 999,345.83 251.64	999,597.47 0.00 999,597.47
313384MU0 FEDERAL HOME LOAN BANKS	1,000,000.00 98.6427	10/10/2023 0.00	10/10/2023	A-1+ Agency	5.26 5.20	980,011.11 985,579.44 847.52	986,426.96 0.00 986,426.96
313384NC9 FEDERAL HOME LOAN BANKS	1,000,000.00 98.5338	10/18/2023 0.00	10/18/2023	A-1+ Agency	4.98 5.05	975,160.00 985,285.00 53.23	985,338.23 0.00 985,338.23
313384KD0 FEDERAL HOME LOAN BANKS	1,000,000.00 99.5133	08/08/2023 0.00	08/08/2023	A-1+ Agency	4.88 4.63	984,597.78 994,954.45 178.42	995,132.87 0.00 995,132.87
58770AAB9 MBART 2023-1 A2	100,000.00 99.6109	02/15/2024 5.09	01/27/2024	AAA Asset Backed	5.15 5.84	99,996.55 99,997.95 -387.08	99,610.87 226.22 99,837.09
313384TY5 FEDERAL HOME LOAN BANKS	1,000,000.00 96.6703	03/06/2024 0.00	03/06/2024	A-1+ Agency	5.27 5.12	948,455.00 964,932.50 1,770.09	966,702.59 0.00 966,702.59
912797FB8 UNITED STATES TREASURY	1,000,000.00 98.4396	10/19/2023 0.00	10/19/2023	A-1+ Government	5.36 5.14	983,444.79 984,164.58 231.67	984,396.25 0.00 984,396.25
88602UY79 Thunder Bay Funding, LLC	1,000,000.00 98.0056	11/07/2023 0.00	11/07/2023	A-1+ Financial	5.56 5.63	979,788.33 980,542.50 -486.67	980,055.83 0.00 980,055.83

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# Balance Sheet Classification

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
---	23,279,673.43	12/16/2023	12/15/2023	AA+	4.26	22,870,127.61	22,894,098.16
---	98.3569	1.36		---	5.22	23,005,479.08 -111,380.92	85,310.98 22,979,409.14

## LT

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
61761JVLO MORGAN STANLEY	700,000.00 97.6186	10/23/2024 3.70	10/23/2024	A+ Financial	4.83 5.60	688,513.00 690,065.30 -6,735.34	683,329.96 4,892.22 688,222.18
46625HKC3 JPMORGAN CHASE & CO	700,000.00 96.7248	01/23/2025 3.13	01/23/2025	AA- Financial	4.51 5.33	681,898.00 685,638.91 -8,565.36	677,073.55 9,600.69 686,674.25
857477BC6 STATE STREET CORP	700,000.00 99.0415	12/03/2024 3.78	12/03/2024	AA- Financial	4.32 6.03	694,470.00 694,845.92 -1,555.39	693,290.53 2,055.82 695,346.35
98163WACO WOART 2020-B A3	177,421.99 98.8832	05/15/2025 0.63	09/14/2023	AAA Asset Backed	4.29 6.19	173,734.94 175,695.33 -254.78	175,440.56 49.68 175,490.24
47787NAC3 JDOT 2020-B A3	73,885.64 99.2815	11/15/2024 0.51	08/23/2023	AAA Asset Backed	0.25 5.36	74,096.32 73,921.85 -567.07	73,354.78 16.75 73,371.53
58769KAE4 MBALT 2021-B A4	285,000.00 96.5567	03/15/2027 0.51	02/29/2024	AAA Asset Backed	6.62 5.79	273,633.40 274,817.42 369.17	275,186.59 64.60 275,251.20
89236TJN6 TOYOTA MOTOR CREDIT CORP	700,000.00 94.4435	09/13/2024 0.63	09/13/2024	A+ Industrial	4.85 5.46	647,801.00 666,372.53 -5,267.74	661,104.79 1,312.50 662,417.29
14044CAB8 COPAR 2021-1 A2	47,389.73 99.8157	02/18/2025 0.32	07/14/2023	AAA Asset Backed	4.15 4.80	46,797.35 47,315.06 -12.68	47,302.38 6.74 47,309.12
65480DAC7 NALT 2021-A A3	178,644.12 99.2669	08/15/2024 0.52	08/20/2023	AAA Asset Backed	2.67 5.71	175,894.68 178,150.16 -815.64	177,334.52 41.29 177,375.81
65480DAC7 NALT 2021-A A3	150,966.87 99.2669	08/15/2024 0.52	08/20/2023	AAA Asset Backed	4.69 5.71	147,062.96 150,161.78 -301.62	149,860.16 34.89 149,895.05
02582JJR2 AMXCA 2021-1 A	800,000.00 93.8658	11/16/2026 0.90	11/14/2024	AAA Asset Backed	4.59 5.50	749,656.25 761,279.96 -10,353.72	750,926.24 320.00 751,246.24
92348KAL7 VZMT 2022-1 A	250,000.00 99.7717	01/20/2027 1.04	07/20/2023	AAA Asset Backed	5.06 2.14	244,423.83 249,478.09 -48.82	249,429.27 79.44 249,508.72

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# Balance Sheet Classification

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
14317CAB8 CARMX 2022-1 A2	69,901.05 99.5705	02/18/2025 0.91	08/05/2023	AAA Asset Backed	0.92 5.26	69,897.08 69,900.54 -299.73	69,600.81 28.27 69,629.08
14317CAB8 CARMX 2022-1 A2	69,901.05 99.5705	02/18/2025 0.91	08/05/2023	AAA Asset Backed	3.30 5.26	69,109.20 69,726.61 -125.80	69,600.81 28.27 69,629.08
89239KAC5 TAOT 2022-A A3	500,000.00 95.7950	06/15/2026 1.23	05/01/2024	AAA Asset Backed	4.21 6.50	477,871.09 485,484.25 -6,509.10	478,975.15 273.33 479,248.48
47787JAC2 JDOT 2022 A3	500,000.00 96.3233	09/15/2026 0.36	08/09/2024	AAA Asset Backed	5.54 5.85	481,113.28 482,590.10 -973.40	481,616.70 515.56 482,132.26
98163NAC0 WOLS 2022-A A3	500,000.00 98.1240	02/18/2025 3.21	03/11/2024	AAA Asset Backed	5.56 6.03	489,082.03 491,751.83 -1,131.83	490,620.00 713.33 491,333.33
34528LAB1 FORDL 2022-A A2A	52,915.45 99.6649	10/15/2024 2.78	08/16/2023	AAA Asset Backed	2.80 5.52	52,914.46 52,915.30 -177.20	52,738.10 65.38 52,803.48
34528LAD7 FORDL 2022-A A3	500,000.00 98.6831	05/15/2025 3.51	01/31/2024	AAA Asset Backed	6.30 5.58	488,046.88 493,118.62 296.68	493,415.30 717.78 494,133.08
92868AAC9 VWALT 2022-A A3	350,000.00 97.9422	07/21/2025 3.44	04/20/2024	AAA Asset Backed	5.70 6.13	342,083.98 343,803.05 -1,005.31	342,797.73 367.89 343,165.62
92868AAB1 VWALT 2022-A A2	334,961.24 99.1879	10/21/2024 3.02	10/06/2023	AAA Asset Backed	3.05 6.09	334,935.18 334,953.15 -2,712.16	332,240.99 309.09 332,550.09
03065WAB1 AMCAR 2022-2 A2A	250,674.01 99.2091	12/18/2025 4.20	11/08/2023	AAA Asset Backed	4.24 6.54	250,655.03 250,661.53 -1,970.13	248,691.40 380.19 249,071.59
91282CFA4 UNITED STATES TREASURY	500,000.00 97.4648	07/31/2024 3.00	07/31/2024	AAA Government	3.27 5.43	497,421.88 498,584.00 -11,259.78	487,324.22 6,256.91 493,581.13
380130AB0 GMALT 2022-3 A2A	234,842.24 99.5517	10/21/2024 4.01	10/24/2023	AAA Asset Backed	4.05 5.50	234,824.82 234,836.12 -1,046.61	233,789.51 287.75 234,077.26
3133ENJ84 FEDERAL FARM CREDIT BANKS FUNDING CORP	500,000.00 97.7468	08/26/2024 3.38	08/26/2024	AAA Agency	4.88 5.41	487,055.00 491,735.57 -3,001.38	488,734.18 5,859.38 494,593.56
65480JAB6 NAROT 2022-B A2	174,897.02 99.4353	08/16/2025 4.50	12/11/2023	AAA Asset Backed	5.99 5.86	173,544.31 173,636.33 273.00	173,909.33 349.79 174,259.12
91324PEMO UNITEDHEALTH GROUP INC	700,000.00 99.6230	10/15/2024 5.00	10/15/2024	A+ Industrial	5.02 5.30	699,692.00 699,797.53 -2,436.46	697,361.06 7,388.89 704,749.95

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# Balance Sheet Classification

US Dollar

01 April 2023 to 30 June 2023

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
438516CH7 HONEYWELL INTERNATIONAL INC	750,000.00 99.4020	11/01/2024 4.85	11/01/2024	A Industrial	4.86 5.31	749,872.50 749,914.59 -4,399.89	745,514.70 6,062.50 751,577.20
44933DAB7 HART 2022-C A2A	468,131.61 99.6951	11/17/2025 5.35	12/29/2023	AAA Asset Backed	5.42 6.05	468,102.63 468,112.66 -1,408.43	466,704.23 1,113.11 467,817.34
58768PAC8 MBART 2022-1 A3	400,000.00 99.5416	08/16/2027 5.21	03/27/2025	AAA Asset Backed	5.40 5.55	399,015.63 399,019.81 -853.61	398,166.20 926.22 399,092.42
05593AAC3 BMWLT 2023-1 A3	700,000.00 99.3278	11/25/2025 5.16	11/19/2024	AAA Asset Backed	5.27 5.73	699,507.81 699,591.53 -4,296.86	695,294.67 602.00 695,896.67
362541AB0 GMALT 231 A2A	400,000.00 99.5932	06/20/2025 5.27	02/29/2024	AAA Asset Backed	5.34 5.97	399,967.32 399,976.32 -1,603.64	398,372.68 644.11 399,016.79
43815JAB9 HAROT 2023-1 A2	500,000.00 99.6260	10/21/2025 5.22	03/26/2024	AAA Asset Backed	5.28 5.81	499,969.95 499,975.68 -1,845.68	498,130.00 725.00 498,855.00
448979AB0 HART 2023-A A2A	250,000.00 99.5972	12/15/2025 5.19	03/15/2024	AAA Asset Backed	5.25 5.84	249,985.55 249,987.44 -994.44	248,993.00 576.67 249,569.67
891941AB2 TAOT 2023-B A2A	235,000.00 99.5785	04/15/2026 5.28	05/27/2024	AAA Asset Backed	5.34 5.83	234,994.57 234,994.88 -985.52	234,009.36 551.47 234,560.82
3133EPPC3 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 99.9246	07/03/2024 5.38	07/03/2024	AAA Agency	5.37 5.41	1,000,000.00 1,000,000.00 -754.21	999,245.79 0.00 999,245.79
---	14,704,532.01	06/10/2025	06/24/2024	AA+	4.87	14,447,643.92	14,439,479.28
---	98.2296	3.42	---	---	5.63	14,522,809.77 -83,330.49	53,217.51 14,492,696.79

## Summary

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
---	44,734,017.77	05/19/2024	01/24/2024	AA+	4.66	44,033,412.25	44,069,406.32
---	94.7289	2.21	---	---	5.29	44,264,445.06 -195,038.74	149,916.07 44,219,322.39

\* Grouped by: BS Class 2. \* Groups Sorted by: BS Class 2. \* Weighted by: Base Market Value + Accrued, except Book Yield by Base Book Value + Accrued. \* Holdings Displayed by: Lot.

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**Account Statement - Transaction Summary**

For the Month Ending **April 30, 2023**

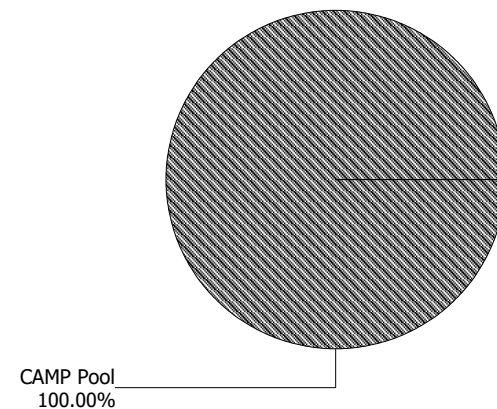
Contra Costa County - Liquidity Fund - 4017-001

<b>CAMP Pool</b>	
Opening Market Value	378,224,138.03
Purchases	41,469,373.69
Redemptions	(110,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$309,693,511.72</b>
Cash Dividends and Income	1,469,373.69

<b>Asset Summary</b>		
	<b>April 30, 2023</b>	<b>March 31, 2023</b>
<b>CAMP Pool</b>	309,693,511.72	378,224,138.03
<b>Total</b>	<b>\$309,693,511.72</b>	<b>\$378,224,138.03</b>

<b>Asset Allocation</b>	
CAMP Pool	100.00%





## Account Statement

For the Month Ending **April 30, 2023**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>378,224,138.03</b>
04/10/23	04/10/23	Purchase - Incoming Wires	1.00	40,000,000.00	418,224,138.03
04/17/23	04/17/23	Redemption - Outgoing Wires	1.00	(50,000,000.00)	368,224,138.03
04/19/23	04/19/23	Redemption - Outgoing Wires	1.00	(40,000,000.00)	328,224,138.03
04/20/23	04/20/23	Redemption - Outgoing Wires	1.00	(20,000,000.00)	308,224,138.03
04/28/23	05/01/23	Accrual Income Div Reinvestment - Distributions	1.00	1,469,373.69	309,693,511.72
<b>Closing Balance</b>					<b>309,693,511.72</b>

	Month of April	Fiscal YTD January-April
<b>Opening Balance</b>	378,224,138.03	319,821,464.14
<b>Purchases</b>	41,469,373.69	294,872,047.58
<b>Redemptions (Excl. Checks)</b>	(110,000,000.00)	(305,000,000.00)
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>309,693,511.72</b>	<b>309,693,511.72</b>
<b>Cash Dividends and Income</b>	1,469,373.69	4,872,047.58

<b>Closing Balance</b>	309,693,511.72
<b>Average Monthly Balance</b>	359,704,408.73
<b>Monthly Distribution Yield</b>	4.97%



**Account Statement - Transaction Summary**

For the Month Ending **May 31, 2023**

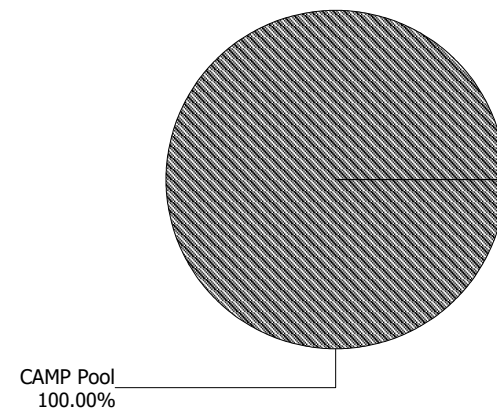
Contra Costa County - Liquidity Fund - 4017-001

<b>CAMP Pool</b>	
Opening Market Value	309,693,511.72
Purchases	76,215,457.88
Redemptions	(120,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$265,908,969.60</b>
Cash Dividends and Income	1,215,457.88

<b>Asset Summary</b>		
	<b>May 31, 2023</b>	<b>April 30, 2023</b>
<b>CAMP Pool</b>	265,908,969.60	309,693,511.72
<b>Total</b>	<b>\$265,908,969.60</b>	<b>\$309,693,511.72</b>

<b>Asset Allocation</b>	
CAMP Pool	100.00%





## Account Statement

For the Month Ending **May 31, 2023**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>309,693,511.72</b>
05/05/23	05/05/23	Redemption - Outgoing Wires	1.00	(25,000,000.00)	284,693,511.72
05/11/23	05/11/23	Purchase - Incoming Wires	1.00	40,000,000.00	324,693,511.72
05/15/23	05/15/23	Redemption - Outgoing Wires	1.00	(80,000,000.00)	244,693,511.72
05/26/23	05/26/23	Purchase - Incoming Wires	1.00	35,000,000.00	279,693,511.72
05/31/23	05/31/23	Redemption - Outgoing Wires	1.00	(15,000,000.00)	264,693,511.72
05/31/23	06/01/23	Accrual Income Div Reinvestment - Distributions	1.00	1,215,457.88	265,908,969.60
<b>Closing Balance</b>					<b>265,908,969.60</b>

	Month of May	Fiscal YTD January-May		
<b>Opening Balance</b>	309,693,511.72	319,821,464.14	<b>Closing Balance</b>	265,908,969.60
<b>Purchases</b>	76,215,457.88	371,087,505.46	<b>Average Monthly Balance</b>	277,474,655.52
<b>Redemptions (Excl. Checks)</b>	(120,000,000.00)	(425,000,000.00)	<b>Monthly Distribution Yield</b>	5.16%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>265,908,969.60</b>	<b>265,908,969.60</b>		
<b>Cash Dividends and Income</b>	1,215,457.88	6,087,505.46		



**Account Statement - Transaction Summary**

For the Month Ending **June 30, 2023**

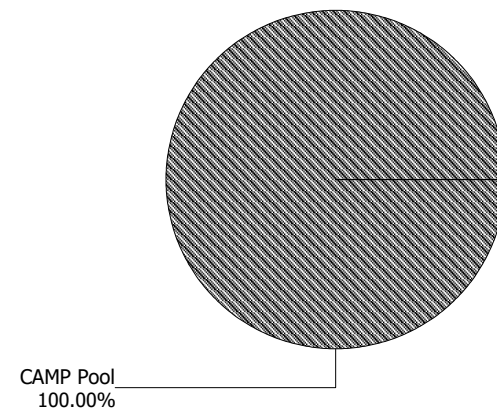
Contra Costa County - Liquidity Fund - 4017-001

<b>CAMP Pool</b>	
Opening Market Value	265,908,969.60
Purchases	85,165,455.28
Redemptions	(80,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$271,074,424.88</b>
Cash Dividends and Income	1,074,424.88

<b>Asset Summary</b>		
	<b>June 30, 2023</b>	<b>May 31, 2023</b>
<b>CAMP Pool</b>	271,074,424.88	265,908,969.60
<b>Total</b>	<b>\$271,074,424.88</b>	<b>\$265,908,969.60</b>

<b>Asset Allocation</b>	
CAMP Pool	100.00%







## Account Statement

For the Month Ending **June 30, 2023**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>265,908,969.60</b>
06/02/23	06/02/23	Redemption - Outgoing Wires	1.00	(65,000,000.00)	200,908,969.60
06/05/23	06/05/23	Purchase - Incoming Wires	1.00	40,000,000.00	240,908,969.60
06/12/23	06/12/23	Redemption - Outgoing Wires	1.00	(10,000,000.00)	230,908,969.60
06/14/23	06/14/23	Purchase - Incoming Wires	1.00	24,091,030.40	255,000,000.00
06/16/23	06/16/23	Redemption - Outgoing Wires	1.00	(5,000,000.00)	250,000,000.00
06/20/23	06/20/23	Purchase - Incoming Wires	1.00	10,000,000.00	260,000,000.00
06/22/23	06/22/23	Purchase - Incoming Wires	1.00	10,000,000.00	270,000,000.00
06/30/23	07/03/23	Accrual Income Div Reinvestment - Distributions	1.00	1,074,424.88	271,074,424.88
<b>Closing Balance</b>					<b>271,074,424.88</b>

	Month of June	Fiscal YTD January-June
<b>Opening Balance</b>	265,908,969.60	319,821,464.14
<b>Purchases</b>	85,165,455.28	456,252,960.74
<b>Redemptions (Excl. Checks)</b>	(80,000,000.00)	(505,000,000.00)
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>271,074,424.88</b>	<b>271,074,424.88</b>
<b>Cash Dividends and Income</b>	1,074,424.88	7,161,930.34

<b>Closing Balance</b>	271,074,424.88
<b>Average Monthly Balance</b>	249,263,034.32
<b>Monthly Distribution Yield</b>	5.24%



**Account Statement - Transaction Summary**

For the Month Ending **June 30, 2023**

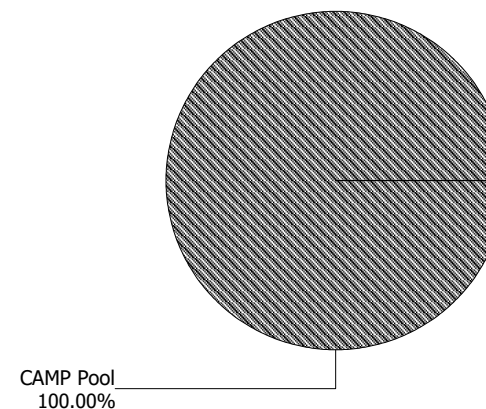
Contra Costa County Schools Insurance Group - Contra Costa County Schools Insurance Group - 6164-001

<b>CAMP Pool</b>	
Opening Market Value	0.00
Purchases	1,002,594.25
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$1,002,594.25</b>
Cash Dividends and Income	2,594.25

<b>Asset Summary</b>		
	<b>June 30, 2023</b>	<b>May 31, 2023</b>
<b>CAMP Pool</b>	1,002,594.25	0.00
<b>Total</b>	<b>\$1,002,594.25</b>	<b>\$0.00</b>

<b>Asset Allocation</b>	
CAMP Pool	100.00%





## Account Statement

For the Month Ending **June 30, 2023**

Contra Costa County Schools Insurance Group - Contra Costa County Schools Insurance Group - 6164-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>0.00</b>
06/13/23	06/13/23	Purchase - Incoming Wires	1.00	1,000,000.00	1,000,000.00
06/30/23	07/03/23	Accrual Income Div Reinvestment - Distributions	1.00	2,594.25	1,002,594.25
<b>Closing Balance</b>					<b>1,002,594.25</b>

	Month of June	Fiscal YTD July-June
<b>Opening Balance</b>	0.00	0.00
<b>Purchases</b>	1,002,594.25	1,002,594.25
<b>Redemptions (Excl. Checks)</b>	0.00	0.00
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>1,002,594.25</b>	<b>1,002,594.25</b>
<b>Cash Dividends and Income</b>	2,594.25	2,594.25

<b>Closing Balance</b>	1,002,594.25
<b>Average Monthly Balance</b>	600,086.48
<b>Monthly Distribution Yield</b>	5.24%



### Account Information

<b>Account Number</b>	<b>Account Name</b>
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

### Summary of Income Cash

<b>Ending Balance Last Accounting Period 31-Mar-23</b>	\$	-
<b>Receipts For This Period</b>		
Cash Dividends	56,191.35	
Interest On Bonds	-	
From Other Sources	-	56,191.35
<b>Disbursements For This Period</b>		
Purchases	-	
For Other Purposes	-56,191.35	-56,191.35
<b>Ending Balance This Accounting Period 30-Jun-23</b>	\$	-

### Summary of Principal Cash

<b>Ending Balance Last Accounting Period 31-Mar-23</b>	\$	-
<b>Receipts For This Period</b>		
Sales and Maturities	200,000.00	
From Other Sources	56,191.35	256,191.35
<b>Disbursements For This Period</b>		
Purchases	-112,382.70	
For Other Purposes	-100,000.00	-212,382.70
<b>Ending Balance This Accounting Period 30-Jun-23</b>	\$	43,808.65

### Summary of Investments

<b>Ending Balance Last Accounting Period 31-Mar-23</b>	\$	7,657,100.88
Assets Purchased or Otherwise Acquired		56,191.35
Assets Sold or Otherwise Disposed of		-100,000.00
<b>Ending Balance This Accounting Period 30-Jun-23</b>	\$	7,613,292.23
<b>Market Value of Account</b>	\$	7,613,292.23



Account Information

Account Number	Account Name
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Schedule of Transactions - By Entry Date

Transactions	Income Cash	Principal Cash	Principal Investments	Invested Income
Ending Balance Last Statement Period 31-Mar-23	\$ -	-	7,657,100.88	-
03-Apr-23				
DIVIDEND EARNED ON FEDERATED INSTITUTIONAL TAX FREE SHARE ON 0.0000 SHARES DUE 3/31/2023 DIVIDEND FROM 3/1/23 TO 3/31/23	18,054.57	-	-	-
04-Apr-23				
CASH DISBURSEMENT TRANSFER TO PRINCIPAL	-18,054.57	-	-	-
CASH RECEIPT TRANSFER FROM INCOME	-	18,054.57	-	-
PURCHASE of Asset 60934N666 FEDERATED INSTITUTIONAL TAX FREE	-	-18,054.57	-	-
PURCHASED SHARES OF FEDERATED INSTITUTIONAL TAX FREE 18,054.57 SHARES AT 1.00 USD	-	-18,054.57	18,054.57	-
01-May-23				
CASH DISBURSEMENT PAID TO W CONTRA COSTA HLTH CARE DIST WIRE TRANSFER WIRE TO WELLS FARGO BANK	-	-100,000.00	-	-
DIVIDEND EARNED ON FEDERATED INSTITUTIONAL TAX FREE SHARE ON 0.0000 SHARES DUE 4/30/2023 DIVIDEND FROM 4/1/23 TO 4/30/23	18,008.66	-	-	-
SELL of Asset 60934N666 FEDERATED INSTITUTIONAL TAX FREE	-	100,000.00	-	-
SOLD SHARES OF FEDERATED INSTITUTIONAL TAX FREE 100,000 SHARES AT 1.00 USD	-	100,000.00	-100,000.00	-
02-May-23				
CASH DISBURSEMENT TRANSFER TO PRINCIPAL	-18,008.66	-	-	-
CASH RECEIPT TRANSFER FROM INCOME	-	18,008.66	-	-



Account Information

Account Number	Account Name
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Schedule of Transactions - By Entry Date

Transactions	Income Cash	Principal Cash	Principal Investments	Invested Income
01-Jun-23				
PURCHASE of Asset 60934N666 FEDERATED INSTITUTIONAL TAX FREE	-	-18,008.66	-	-
PURCHASED SHARES OF FEDERATED INSTITUTIONAL TAX FREE 18,008.66 SHARES AT 1.00 USD	-	-18,008.66	18,008.66	-
DIVIDEND EARNED ON FEDERATED INSTITUTIONAL TAX FREE SHARE ON 0.0000 SHARES DUE 5/31/2023 DIVIDEND FROM 5/1/23 TO 5/31/23	20,128.12	-	-	-
02-Jun-23				
CASH DISBURSEMENT TRANSFER TO PRINCIPAL	-20,128.12	-	-	-
CASH RECEIPT TRANSFER FROM INCOME	-	20,128.12	-	-
PURCHASE of Asset 60934N666 FEDERATED INSTITUTIONAL TAX FREE	-	-20,128.12	-	-
PURCHASED SHARES OF FEDERATED INSTITUTIONAL TAX FREE 20,128.12 SHARES AT 1.00 USD	-	-20,128.12	20,128.12	-
<b>Ending Balance This Statement Period 30-Jun-23</b>	<b>\$ -</b>	<b>43,808.65</b>	<b>7,613,292.23</b>	<b>-</b>



Account Information

<b>Account Number</b>	<b>Account Name</b>
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Schedule of Assets as of June 30, 2023

Cusip	Asset Name	Shares	Book Value	Market Value	Est Income	Yield
<b>CASH</b>						
	Principal Cash		-	-	-	-
	Income Cash		-	-	-	-
	<b>CASH Total</b>		-	-	-	-
<b>MUTUAL FUNDS/MONEY MARKETS</b>						
60934N666	FEDERATED INSTITUTIONAL TAX FREE CASH TRUST PREMIER SHARES #73	7,613,292.23	7,613,292.23	7,613,292.23	296,750.83	3.90
	<b>MUTUAL FUNDS/MONEY MARKETS Total</b>		<b>7,613,292.23</b>	<b>7,613,292.23</b>	<b>296,750.83</b>	<b>3.90</b>
	<b>229842000 Total</b>		<b>7,613,292.23</b>	<b>7,613,292.23</b>	<b>296,750.83</b>	<b>3.90</b>

## **SECTION III**

### **APPENDIX**

#### **B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES**

##### **B. 7. EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (EBRCS)**



**EBRCS TRANSACTIONS\***

as of  
**June 30, 2023**  
**FY 2022-2023**

FUND	BALANCE @	TJ/Date	TJ/Date	TJ/Date	TJ/Date	TJ/Date	TJ/Date	BALANCE @
NUMBER	03/31/23	<a href="#">0986/6/22/23</a>						06/30/23
100300	1,059,410.99	-195,710.79						863,700.20
<b>TOTALS</b>	1,059,410.99	-195,710.79	0.00	0.00	0.00	0.00	0.00	863,700.20

\* East Bay Regional Communications System Authority

# EXHIBITS

Note: All exhibits are prepared for information only. The exhibits are unaudited but due diligence was utilized in its preparation. The information in the exhibits may be updated and is subject to change without notice. Changes will be reflected in the next reports.

# CONTRA COSTA COUNTY Portfolio Summary Report 6/30/2023

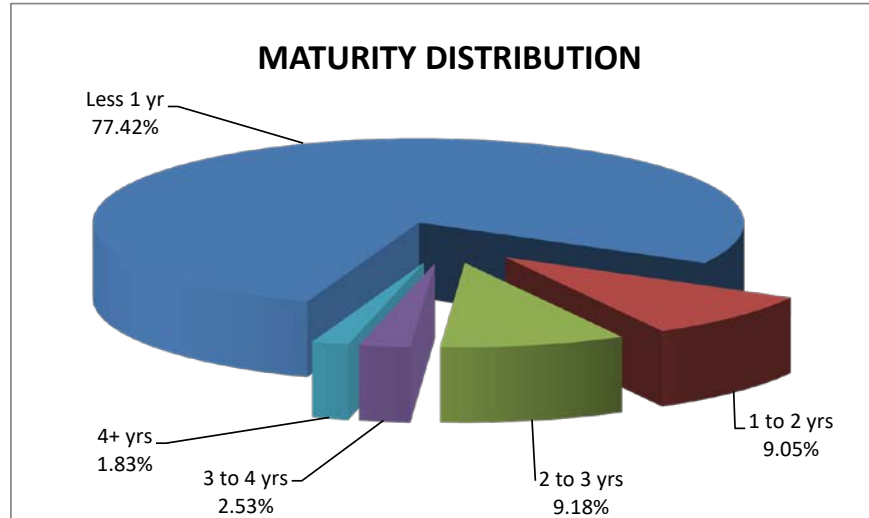
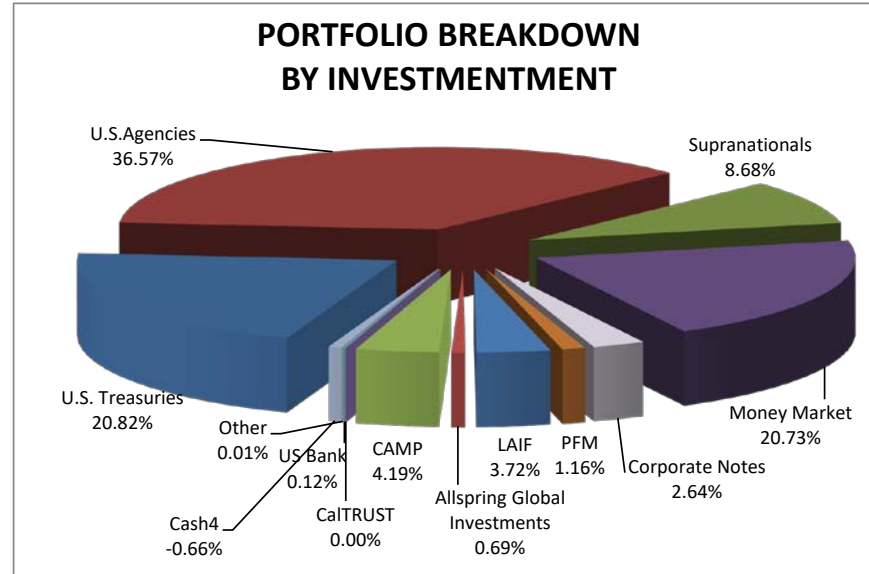
Exhibit I

### Portfolio Characteristics

Par <sup>*2</sup>	\$6,403,129,165.26
Cost <sup>*2</sup>	\$6,366,337,769.90
Market Value <sup>*2</sup>	\$6,282,532,821.18
Weighted Yield to Maturity <sup>*1</sup>	4.38%
Weighted Average Days to Maturity <sup>*1</sup>	253 days
Weighted Duration <sup>*1</sup>	0.63 yr

### Portfolio Breakdown by Investment

Investments	Par Value	Percent of Total
U.S. Treasuries	\$1,350,654,000.00	21.09%
U.S.Agencies	2,373,148,327.55	37.06%
Supranationals	563,000,000.00	8.79%
Money Market	1,345,142,404.12	21.01%
Corporate Notes	171,445,000.00	2.68%
PFM	75,521,794.47	1.18%
LAIF	241,618,166.43	3.77%
Allspring Global Investments	44,734,017.77	0.70%
CAMP	272,077,019.13	4.25%
CalTRUST	0.00	0.00%
US Bank	7,613,292.23	0.12%
Other	863,700.20	0.01%
Cash <sup>4</sup>	-42,688,556.64	-0.67%
TOTAL <sup>*2</sup>	\$6,403,129,165.26	100.00%



### Maturity Distribution

Time	Par Value	Percent of Total
Less 1 yr	\$4,957,244,217.60	77.42%
1 to 2 yrs	579,648,657.28	9.05%
2 to 3 yrs	587,548,262.62	9.18%
3 to 4 yrs	161,770,000.00	2.53%
4+ yrs	116,918,027.75	1.83%
TOTAL <sup>*2</sup>	\$6,403,129,165.26	100.00%

\*1. Does not include EBRCB Bond

\*2. Does not include the Futuris Public Entity Trust and Benefit Trust ST Fund of the Contra Costa Community College District Retirement Board of Authority

\*3 May or may not total to 100% due to rounding

\*4. Negative cash balance was due to one-business day delay in reporting daily cash balance by Wells Fargo Bank. There was no bank account overdraft.

**CONTRA COSTA COUNTY INVESTMENT POOL  
PERFORMANCE SUMMARY**

6/30/2023

	<u>PAR</u> (\$)	<sup>3</sup> <u>PERCENT OF</u> <u>PORTFOLIO</u> (%)	<u>YTM</u> (%)	<u>WEIGHTED</u> <u>AVERAGE DAYS TO</u> <u>MATURITY AT</u> <u>END-OF-QUARTER</u> (day)	<u>DURATION</u> (year)
<b>A. Investments Managed by Treasurer's Office<sup>1</sup></b>	\$5,803,389,731.67	90.65%	4.3850%	267	0.67 <sup>2</sup>
<b>B. Investments Managed by Outside Contractors<sup>3</sup></b>					
1. PFM	\$75,521,794.47	1.18%	2.8080%	749	1.66 <sup>2</sup>
2. Local Agency Investment Fund	\$241,618,166.43	3.77%	3.0100%	1	0.00
3. Allspring Global Investments	\$44,734,017.77	0.70%	5.2900%	323	0.53 <sup>4</sup>
4. CAMP	\$272,077,019.13	4.25%	5.2400% <sup>5</sup>	0	0.00
5. CalTRUST Liquidity Fund	\$0.00	0.00%	N/A	0	0.00
6. US Bank (Federated Tax Free Cash Fund)	\$7,613,292.23	0.12%	3.9000%	0	0.00
<b>C. Cash<sup>7</sup></b>	-\$42,688,556.64	-0.67%	1.65% <sup>6</sup>	0	0.00

<sup>3</sup>Yield to Maturity on Portfolio at End-of-Quarter = 4.38%

<sup>3</sup>Weighted Average Days to Maturity on Portfolio at End-of-Quarter = 253

<sup>3</sup>Weighted Duration (yr) at End-of-Quarter = 0.63

1. Excludes the funds managed by PFM.

2. Data is provided by SymPro.

3. Excludes: EBRCS Bonds, Futuris Public Entity Trust, Benefit Trust ST Fund, etc.

4. Data provided by Allspring Global Investments.

5. Monthly Distribution Yield as of the quarter end.

6. Wells Fargo Bank Average Earnings Credit Rate on Investable Balance for the quarter.

7. Negative cash balance was due to one-business day delay in reporting daily cash balance by Wells Fargo Bank. There was no bank account overdraft.

LAIF is subject to a one day call of principal provision. CAMP, CalTRUST Liquidity Fund and Federated provide a same day liquidity provision.

## CONTRA COSTA COUNTY INVESTMENT POOL

TYPE	6/30/23	3/31/23	CHANGE IN VALUE	
	PAR VALUE	PAR VALUE	FROM PREV. QTR.	% CHANGE
<b>A. Investments Managed by Treasurer's Office</b>				
1. U.S. Treasuries (STRIPS, Bills, Notes)	\$1,350,654,000.00	\$638,572,758.04	\$712,081,241.96	111.51%
2. U.S. Agencies				
Federal Home Loan Banks	\$1,503,792,327.55	\$1,222,176,528.36	281,615,799.19	23.04%
Federal National Mortgage Association	\$194,400,000.00	\$223,932,068.94	(29,532,068.94)	-13.19%
Federal Farm Credit Banks	\$384,956,000.00	\$354,664,313.69	30,291,686.31	8.54%
Federal Home Loan Mortgage Corporation	290,000,000.00	269,994,911.29	20,005,088.71	7.41%
Subtotal	\$2,373,148,327.55	\$2,070,767,822.28	302,380,505.27	14.60%
3. Supranationals	\$563,000,000.00	\$545,312,857.43	17,687,142.57	3.14%
4. Money Market Instruments				
Commercial Paper	\$1,220,139,000.00	\$1,384,818,097.22	(164,679,097.22)	-11.89%
Negotiable Certificates of Deposit	\$125,000,000.00	\$405,000,000.00	(280,000,000.00)	-69.14%
Time Deposit	3,404.12	3,404.12	0.00	0.00%
Subtotal	\$1,345,142,404.12	\$1,789,821,501.34	(444,679,097.22)	-24.84%
5. Corporate Notes	\$171,445,000.00	\$170,330,848.10	1,114,151.90	0.65%
<b>TOTAL (Section A)</b>	<b>5,803,389,731.67</b>	<b>5,214,805,787.19</b>	<b>588,583,944.48</b>	<b>11.29%</b>
<b>B. Investments Managed by Outside Contractors</b>				
1. PFM	\$75,521,794.47	\$73,542,404.96	1,979,389.51	2.69%
2. Local Agency Investment Fund	\$241,618,166.43	\$240,144,949.36	1,473,217.07	0.61%
3. Allspring Global Investments	\$44,734,017.77	\$43,991,699.98	742,317.79	1.69%
4. CAMP	\$272,077,019.13	\$378,224,138.03	(106,147,118.90)	-28.06%
5. CalTRUST (Liquidity Fund)	\$0.00	\$0.00	0.00	0.00%
6. US Bank (Federated Tax Free Cash)	\$7,613,292.23	\$7,657,100.88	(43,808.65)	-0.57%
7. Other				
a. EBRCS Bond	\$863,700.20	\$1,059,410.99	(195,710.79)	-18.47%
<b>TOTAL (Section B)</b>	<b>642,427,990.23</b>	<b>744,619,704.20</b>	<b>(102,191,713.97)</b>	<b>-13.72%</b>
<b>C. Cash<sup>1</sup></b>	<b>-\$42,688,556.64</b>	<b>\$99,845,099.92</b>	<b>(142,533,656.56)</b>	<b>-142.75%</b>
<b>* GRAND TOTAL (FOR A , B , &amp; C)</b>	<b>\$6,403,129,165.26</b>	<b>\$6,059,270,591.31</b>	<b>\$343,858,573.95</b>	<b>5.67%</b>

\* Excludes the Futuris Public Entity Trust of the Contra Costa Community College District Retirement Board of Authority

1. Negative cash balance was due to one-business day delay in reporting daily cash balance by Wells Fargo Bank. There was no bank account overdraft.

**CONTRA COSTA INVESTMENT POOL  
INVESTMENTS MANAGED BY TREASURER'S OFFICE  
QUARTERLY COUPON RATES, YIELD TO MATURITY**

Exhibit IV

Fiscal Year		Quarter Ending			
		September	December	March	June
2022/23	Coupon Rate	2.2940%	3.5060%	3.9070%	4.2340%
	Yield to Maturity	2.3550%	3.8000%	4.2160%	4.3850%
2021/22	Coupon Rate	0.3742%	0.3564%	0.6910%	1.3180%
	Yield to Maturity	0.3980%	0.3660%	0.7050%	1.3470%
2020/21	Coupon Rate	0.7116%	0.4549%	0.3662%	0.3549%
	Yield to Maturity	0.7690%	0.4830%	0.3900%	0.3730%
2019/20	Coupon Rate	2.1446%	1.8751%	1.5587%	0.8110%
	Yield to Maturity	2.2526%	1.9332%	1.6138%	0.8553%
2018/19	Coupon Rate	2.0195%	2.4143%	2.3996%	2.3203%
	Yield to Maturity	2.0983%	2.4912%	2.4951%	2.4161%
2017/18	Coupon Rate	1.3142%	1.3991%	1.6907%	1.9356%
	Yield to Maturity	1.3307%	1.4333%	1.7091%	1.9758%
2016/17	Coupon Rate	1.0063%	1.0436%	1.1392%	1.2330%
	Yield to Maturity	0.9760%	1.0418%	1.1420%	1.2552%
2015/16	Coupon Rate	0.6433%	0.7270%	0.8556%	0.9341%
	Yield to Maturity	0.5859%	0.6955%	0.8251%	0.9043%
2014/15	Coupon Rate	0.5437%	0.4624%	0.4912%	0.5309%
	Yield to Maturity	0.4605%	0.4185%	0.4379%	0.4894%
2013/14	Coupon Rate	0.6331%	0.4843%	0.4686%	0.4802%
	Yield to Maturity	0.4645%	0.3709%	0.3680%	0.3877%

Source: Beginning 1/2022, all data is calculated by SymPro. Prior data was calculated by APSII.  
Yield to Maturity: YTM 365 Equiv. provided by SymPro.  
Excludes funds managed by PFM beginning 9/2018

**CONTRA COSTA INVESTMENT POOL**

Exhibit IV (a)

**INVESTMENTS MANAGED BY OUTSIDE CONTRACTOR**

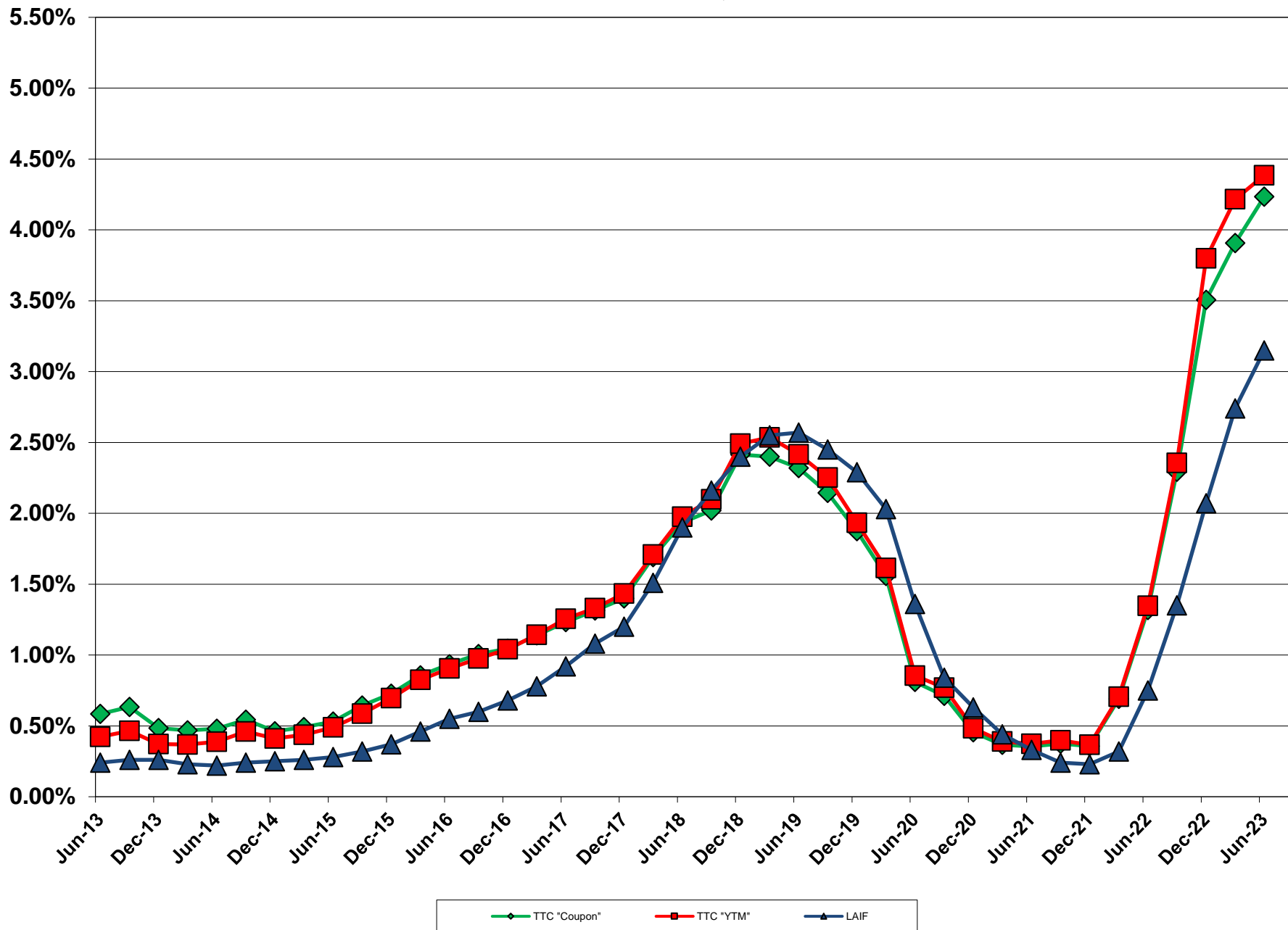
**LAIF QUARTERLY APPORTIONMENT RATES**

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<b>Fiscal Year</b>		<b>Quarter Ending</b>			
		<b>September</b>	<b>December</b>	<b>March</b>	<b>June</b>
2022/23	Apportionment Rate	1.35%	2.07%	2.74%	3.15%
2021/22	Apportionment Rate	0.24%	0.23%	0.32%	0.75%
2020/21	Apportionment Rate	0.84%	0.63%	0.44%	0.33%
2019/20	Apportionment Rate	2.45%	2.29%	2.03%	1.36%
2018/19	Apportionment Rate	2.16%	2.40%	2.55%	2.57%
2017/18	Apportionment Rate	1.08%	1.20%	1.51%	1.90%
2016/17	Apportionment Rate	0.60%	0.68%	0.78%	0.92%
2015/16	Apportionment Rate	0.32%	0.37%	0.46%	0.55%
2014/15	Apportionment Rate	0.24%	0.25%	0.26%	0.28%
2013/14	Apportionment Rate	0.26%	0.26%	0.23%	0.22%
2012/13	Apportionment Rate	0.35%	0.32%	0.28%	0.24%

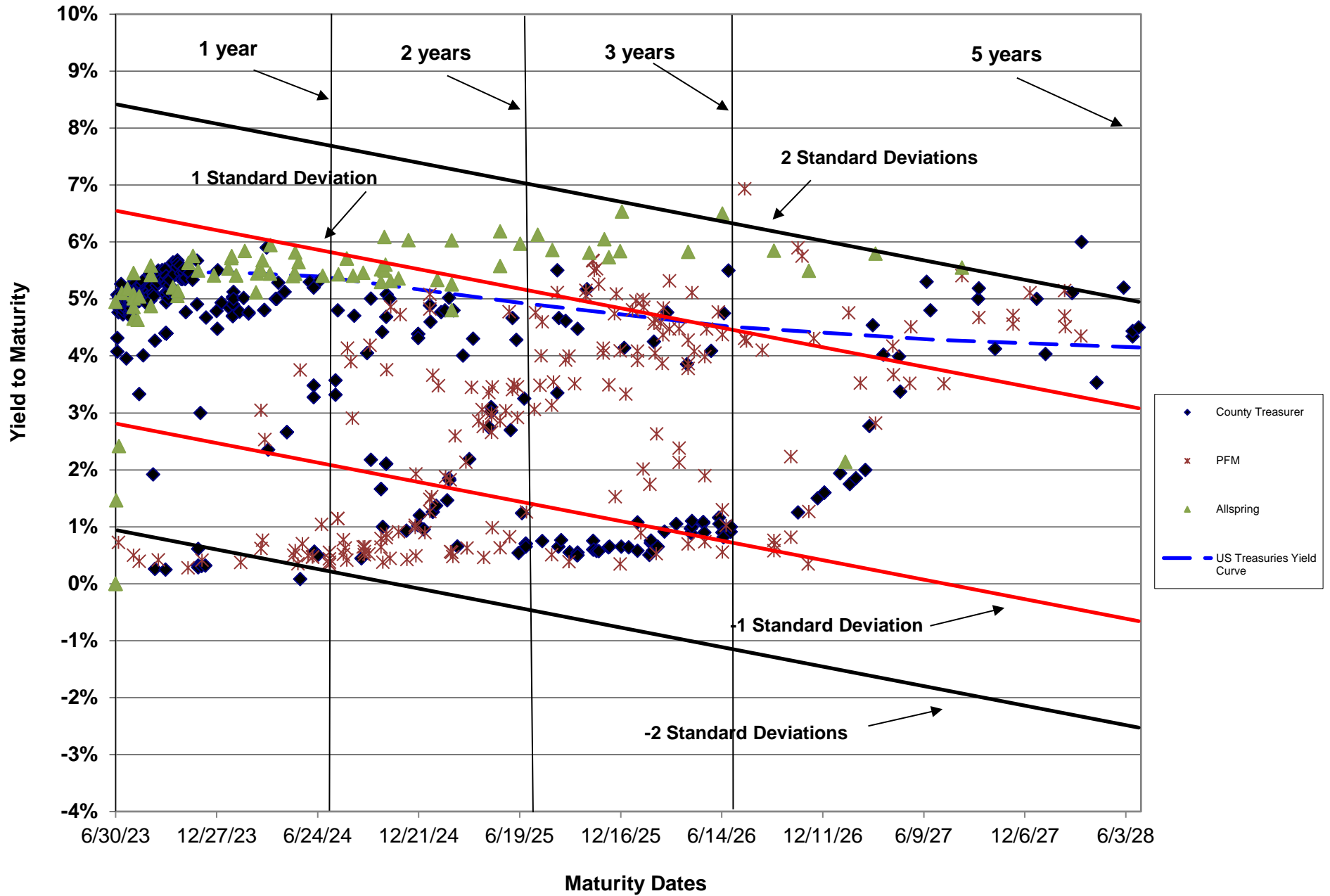
# Contra Costa County Investment Pool

as of June 30, 2023





### Risk Assessment as of 6/30/23



## Risk Assessment

(Securities Greater Than or Less Than Two Standard Deviations)

<u>Issuer</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Coupon</u>	<u>S&amp;P Rating</u>	<u>YTM</u>	<u>Maturity Date</u>	<u>Manager</u>
FHLMC - AGENCY	9/4/2020	10,000,000.00	9,909,029.40	9,999,796.03	0.250	AA+	0.261	9/8/2023	TTC
IFC - SUPRA	9/27/2021	10,000,000.00	9,875,431.10	9,999,593.89	0.230	AAA	0.247	9/27/2023	TTC
FHLMC - AGENCY	11/30/2020	10,000,000.00	9,803,417.40	9,999,991.12	0.320	AA+	0.320	11/24/2023	TTC
IBRD - SUPRA	11/30/2020	10,000,000.00	9,801,454.40	9,998,553.58	0.250	AAA	0.287	11/24/2023	TTC
IFC - SUPRA	11/24/2021	10,000,000.00	9,803,829.60	10,000,000.00	0.610	AAA	0.610	11/24/2023	TTC
FFCB - AGENCY	11/30/2020	10,000,000.00	9,785,230.90	10,000,000.00	0.310	AA+	0.310	11/30/2023	TTC
FNMA - AGENCY	12/7/2020	10,000,000.00	9,774,615.60	10,000,000.00	0.320	AA+	0.320	12/7/2023	TTC
WESTAMERICA BANK - TIME DEP	5/24/2021	3,404.12	3,404.12	3,404.12	0.080	N/A	0.081	5/24/2024	TTC
FHLB - AGENCY	3/16/2023	3,709,327.55	3,684,988.98	3,709,327.55	6.000	AA+	6.000	3/16/2028	TTC
FHLMC - AGENCY	5/30/2023	10,000,000.00	9,905,498.00	10,000,000.00	5.200	AA+	5.200	5/30/2028	TTC
<u>Issuer</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Coupon</u>	<u>S&amp;P Rating</u>	<u>YTM</u>	<u>Maturity Date</u>	<u>Manager</u>
JOHN DEERE CAPITAL - CORP	6/4/2020	50,000.00	50,000.00	49,999.85	0.700	A	0.727	7/5/2023	PFM
SAN JUAN CA UNIF - MUNI	10/29/2020	315,000.00	313,790.40	315,000.00	0.499	N/A	0.499	8/1/2023	PFM
PACCAR FINANCIAL - CORP	8/11/2020	55,000.00	54,707.22	54,997.33	0.350	A+	0.394	8/11/2023	PFM
UNILEVER CAPITAL - CORP	9/14/2020	100,000.00	99,056.52	99,991.35	0.375	A+	0.418	9/14/2023	PFM
FHLMC - AGENCY	11/5/2020	600,000.00	589,611.58	599,937.56	0.250	AA+	0.280	11/6/2023	PFM
CA ST DEPT OF WTR - MUNI	8/6/2020	55,000.00	53,862.60	55,000.00	0.414	AAA	0.414	12/1/2023	PFM
NATIONAL RURAL - CORP	2/8/2021	140,000.00	135,710.64	139,980.59	0.350	A-	0.373	2/8/2024	PFM
FHMS - MBS	3/7/2023	300,000.00	281,508.93	278,976.56	2.570	N/A	6.932	7/25/2026	PFM
<u>Issuer</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Market Value*</u>	<u>Book Value</u>	<u>Coupon</u>	<u>S&amp;P Rating</u>	<u>YTM</u>	<u>Maturity Date</u>	<u>Manager</u>
TAOT 2022-A A3	6/21/2022	500,000.00	479,248.48	485,484.25	1.230	N/A	6.5	6/15/2026	Allspring

\*Base Market Value plus Accrued Interest for the Allspring portfolio.

**CONTRA COSTA COUNTY INVESTMENT POOL**

**AVERAGE INFORMATION**  
**April 1, 2023 through June 30, 2023**

	<b>AVERAGE DAILY BALANCE (PAR)</b>	<b>PERCENT OF PORTFOLIO</b>	<b>AVERAGE YTM</b>	<b>AVERAGE DAYS TO MATURITY AS A PERCENT OF PORTFOLIO</b>	<b>AVERAGE DAYS TO MATURITY FOR THE QUARTER</b>
<b>A. Investments Managed by Treasurer's Office<sup>1</sup></b>	\$5,841,062,896.71	88.04%	4.4050%	230.08	261
<b>B. Investments Managed by Outside Contractors<sup>2</sup></b>					
1. PFM	\$74,248,872.47	1.12%	2.5477%	8.15	728
2. Local Agency Investment Fund <sup>3</sup>	\$247,468,154.12	3.73%	3.0100%	0.04	1
3. Allspring Global Investments	\$44,653,360.21	0.67%	5.2200%	2.13	316
4. CAMP <sup>4</sup>	\$300,251,019.97	4.53%	5.1233%	0.00	0
5. CalTRUST Liquidity Fund <sup>4</sup>	\$0.00	0.00%	0.0000%	0.00	0
6. US Bank <sup>4</sup>	\$7,634,505.37	0.12%	3.6967%	0.00	0
<b>C. Cash<sup>5</sup></b>	\$119,150,586.03	1.80%	0.7323%	0.00	0
<b>Total</b>	<u>\$6,634,469,394.88</u>	100.00%			
			* Weighted Average YTM of Portfolio =	<u>4.30%</u>	<u>240</u>

Notes:

1. Excludes the funds managed by PFM.
2. Excludes: Section B.7.a (EBRCS Bond) of the Investment Pool Summary and Futuris Public Entity Trust.
3. LAIF is subject to a one day call of principal provision
4. CAMP, CalTRUST Liquidity Fund, and US Bank Federated Tax-Free Fund provide a same day liquidity provision. Investments in CAMP commenced in March 2020.
5. The average of Investable Balances and the average of Earnings Allowance Rates of all four banks, WFB, BofA, and Mechanics.

**CONTRA COSTA COUNTY INVESTMENT POOL  
SUMMARY OF POOL RATES AND BENCHMARKS  
AS OF JUNE 30, 2023**

<b><u>Pool Rates:</u></b>	<u>YTM as of 6/30/23</u>	<u>Quarterly Ave.</u>	<u>Quarterly Average DTM</u>	
Total County Portfolio (w/ Cash)	4.13%	4.30%	251	*1
Investments Managed by Treasurer's Office	4.22%	4.41%	261	
PFM	2.29%	2.55%	728	
Allspring Global Investments	5.01%	5.22%	316	
CAMP	4.80%	5.12%	28	*2
CalTRUST Liquidity Fund	N/A	0.00%	0	*2
US Bank (Federated)	3.80%	3.70%	5	*2
	<u>Quarterly Apportionment Rate</u>	<u>PMIA Ave. Effective Yield</u>		
Local Agency Investment Fund (LAIF)	3.15%	3.01%	260	*2
		<u>4/1/23 - 6/30/23</u>		
<b><u>Benchmarks</u></b> <sup>*3:</sup>	<u>6/30/23</u>	<u>High</u>	<u>Ave.</u>	<u>Low</u>
Federal Fund Rates Index <sup>*4</sup>	5.0700%	5.0700%	5.0517%	4.8200%
6-Month Treasury Bill	5.1463%	5.1838%	4.9075%	4.5938%
6-Month SOFR	4.7834%	4.7834%	4.4991%	4.1232%
Fidelity Money Market Fund <sup>*5</sup>	4.8200%			

\*1. Cash is included in the calculation.

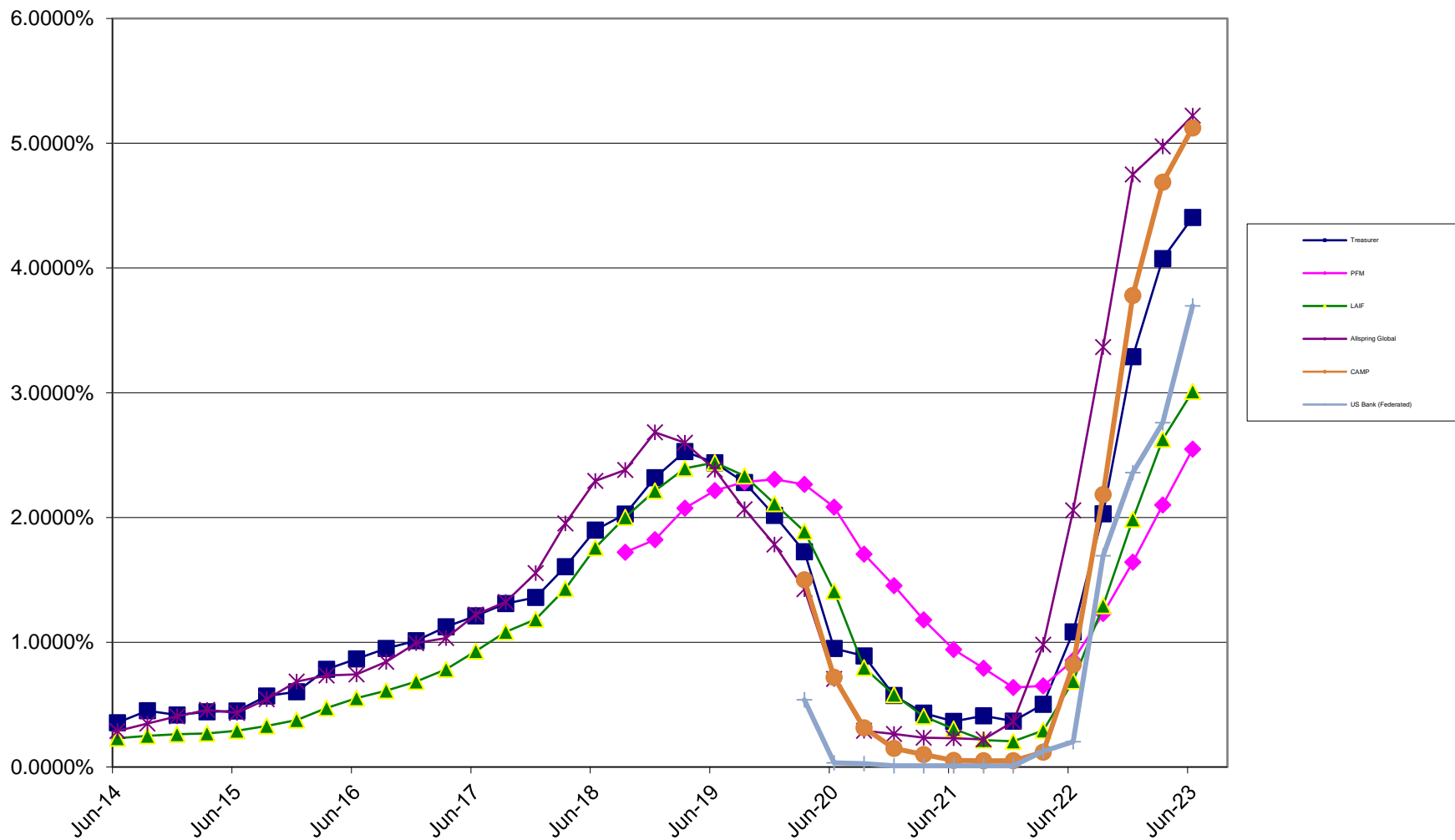
\*2. Average days to maturity with a same-day call of principal provision.

\*3. For reference only.

\*4. The ICAP Fed Funds Rates are posted by the ICAP Fed Funds Desk. These rates are general indications and are determined by using the levels posted to the desk by highly rated large domestic and international banks.

\*5 Ticker SPRXX: 7 day yield as of 6/30/23.

### Contra Costa County Investment Pool Average Quarterly YTM as of June 30, 2023



**CONTRA COSTA COUNTY  
TREASURER'S INVESTMENT PORTFOLIO  
STRUCTURED SECURITIES  
June 30, 2023**

Exhibit VI

<u>Description</u>	<u>CUSIP</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>	<u>Par (\$)</u>	<u>Market (\$)</u>	<u>Cost (\$)</u>	<u>Provisions</u>	<u>Fund #</u>
CARMAX - ABS	14315XAC2	12/16/2024	1.890	13,650.31	13,582.05	13,625.79	10% collateral call	6911
TOYOTA MCC - CORP	89236TGT6	2/13/2025	1.800	13,150,000.00	12,443,420.78	13,139,880.64	Make-whole call +10bps until 2/13/25 bullet	8177
FFCB - AGENCY	3133ELQ49	6/30/2025	0.700	20,000,000.00	18,343,435.20	20,000,000.00	Callable on and after 6/30/21	8177
FNMA - AGENCY	3136G4XK4	6/30/2025	0.650	20,000,000.00	18,347,659.00	20,000,000.00	Quarterly: Last call on 12/30/24	8177
CARMAX - ABS	14315FAD9	3/17/2025	0.620	29,902.97	29,653.12	29,868.69	10% collateral call	6911
FNMA - AGENCY	3136G4S87	8/27/2025	0.650	10,000,000.00	9,103,207.50	10,000,000.00	Quarterly: starts 8/27/21	8177
UNILEVER CAPITAL - CORP	904764BJ5	9/14/2023	0.375	100,000.00	99,056.52	99,991.35	Make-whole call +5bps until 9/14/23 bullet	6911
FFCB - AGENCY	3133EL7K4	9/16/2025	0.550	10,000,000.00	9,051,929.50	10,000,000.00	Callable on and after 9/16/21	8177
FHLMC - AGENCY	3134GWWT9	9/30/2025	0.550	10,000,000.00	9,079,856.00	10,000,000.00	Quarterly: starts 9/30/21	8177
FFCB - AGENCY	3133EL7K4	9/16/2025	0.550	10,000,000.00	9,051,929.50	9,999,112.23	Callable on and after 9/16/21	8177
FHLMC - AGENCY	3134GWUE4	9/30/2025	0.500	10,000,000.00	9,069,377.40	10,000,000.00	Quarterly: starts 9/30/22	8177
BANK OF AMERICA - CORP	06051GJH3	10/24/2024	0.810	250,000.00	245,835.76	250,000.00	Make-whole call +10bps; Callable on and after 10/24/23	6911
CARMAX - ABS	14316HAC6	8/15/2025	0.500	63,104.46	61,667.90	63,070.34	10% collateral call	6911
FHLMC - AGENCY	3134GW3Z7	10/28/2025	0.600	10,000,000.00	9,070,259.20	10,000,000.00	Quarterly: starts 10/28/21	8177
FHLMC - AGENCY	3134GWVC7	9/29/2025	0.500	10,000,000.00	9,070,196.90	10,000,000.00	Quarterly: starts 9/29/22	8177
FNMA - AGENCY	3136G46N8	10/29/2025	0.600	10,000,000.00	9,019,408.60	10,000,000.00	Quarterly: starts 10/29/21	8177
FFCB - AGENCY	3133EMFR8	11/3/2025	0.540	10,000,000.00	9,066,846.70	9,992,281.67	Callable on and after 11/3/22	8177
FHLMC - AGENCY	3134GXEI9	11/24/2025	0.640	10,000,000.00	9,012,763.80	10,000,000.00	Quarterly: starts 11/24/21	8177
FHLMC - AGENCY	3134GXFA7	11/26/2025	0.650	10,000,000.00	9,013,290.40	10,000,000.00	Quarterly: starts 11/26/21	8177
FFCB - AGENCY	3133EMHL9	11/30/2023	0.310	10,000,000.00	9,785,230.90	10,000,000.00	Callable on and after 11/30/21	8177
FHLMC - AGENCY	3134GXCA0	11/24/2023	0.320	10,000,000.00	9,803,417.40	9,999,991.12	Quarterly: starts 11/24/21	8177
FNMA - AGENCY	3135GA6J5	12/7/2023	0.320	10,000,000.00	9,774,615.60	10,000,000.00	Quarterly: starts 12/7/21	8177
FNMA - AGENCY	3135G06K4	12/17/2025	0.650	10,000,000.00	9,039,183.40	10,000,000.00	Quarterly: starts 12/17/21	8177
FNMA - AGENCY	3135G06Q1	12/30/2025	0.640	10,000,000.00	9,026,906.80	10,000,000.00	Quarterly: starts 12/30/21	8177
CARMAX - ABS	14316NAC3	12/15/2025	0.340	66,422.04	64,495.82	66,395.36	10% deal call	6911
NATIONAL RURAL - CORP	63743HEU2	2/8/2024	0.350	140,000.00	135,710.64	139,980.59	Make-whole call +5bps until 2/8/24	6911
APPLE INC - CORP	037833EB2	2/8/2026	0.700	10,000,000.00	9,012,143.60	9,996,939.13	Make-whole call +5bps; Callable on and after 1/8/26	8177
APPLE INC - CORP	037833EB2	2/8/2026	0.700	10,000,000.00	9,012,143.60	9,993,336.89	Make-whole call +5bps; Callable on and after 1/8/26	8177
FHLB - AGENCY	3130AKXB7	2/11/2026	0.580	10,000,000.00	8,967,452.50	10,000,000.00	Quarterly: starts 5/11/21	8177
JP MORGAN SECURITIES - CORP	46647PBY1	2/16/2025	0.563	245,000.00	236,462.17	245,000.00	Callable on and after 2/16/24	6911
CHARLES SCHWAB - CORP	808513BN4	3/18/2024	0.750	245,000.00	236,356.69	244,970.85	Make-whole call +7bps; Callable on and after 2/18/2024	6911
FFCB - AGENCY	3133EMUK6	3/25/2026	1.050	10,000,000.00	9,051,510.30	10,000,000.00	Callable on and after 3/25/22	8177
JP MORGAN SECURITIES - CORP	46647PBS4	9/16/2024	0.653	75,000.00	74,123.28	75,000.00	Callable on and after 9/16/23	6911
CARMAX - ABS	14314QAC8	2/17/2026	0.520	168,646.51	162,981.15	168,591.56	10% collateral call	6911
FHLB - AGENCY	3130ALXV1	4/22/2026	1.100	10,000,000.00	9,032,398.30	10,000,000.00	Quarterly: starts 4/22/22	8177
CITIBANK NA - CORP	172967MX6	5/1/2025	0.981	160,000.00	153,092.11	160,000.00	Make-whole call +10bps; Callable after 5/1/24	6911
AMAZON - CORP	023135BW5	5/12/2024	0.450	560,000.00	536,864.24	559,764.56	Make-whole call +2.5bps	6911
AMAZON - CORP	023135BX3	5/12/2026	1.000	10,000,000.00	8,988,326.30	9,981,556.56	Make-whole call +5bps; Callable on and after 4/12/26	8177
AMAZON - CORP	023135BX3	5/12/2026	1.000	5,000,000.00	4,494,163.15	4,988,738.66	Make-whole call +5bps; Callable on and after 4/12/26	8177
AMAZON - CORP	023135BX3	5/12/2026	1.000	5,000,000.00	4,494,163.15	4,988,732.40	Make-whole call +5bps; Callable on and after 4/12/26	8177
UNITED HEALTH - CORP	91324PEB4	5/15/2024	0.550	260,000.00	249,155.29	259,921.09	Make-whole call +5bps; Callable on and after 5/15/22	6911
UNITED HEALTH - CORP	91324PEB4	5/15/2024	0.550	260,000.00	249,155.29	259,921.09	Call on and anytime after 5/15/22	6911
ASTRAZENECA - CORP	04636NAC7	5/28/2024	0.700	365,000.00	349,710.00	364,990.05	Make-whole call +10bps; Callable on and after 5/28/22	6911
JP MORGAN SECURITIES - CORP	46647PCH7	6/1/2025	0.824	190,000.00	180,607.16	190,000.00	Make-whole call +7.5bps; Callable after 6/1/24	6911
FHLB - AGENCY	3130AMMY5	6/10/2026	1.050	10,000,000.00	8,993,214.70	10,000,000.00	Quarterly: starts 12/10/21	8177
FFCB - AGENCY	3133EMH21	6/15/2026	0.900	10,000,000.00	8,949,857.60	10,000,000.00	Callable on and after 6/15/22	8177
FHLB - AGENCY	3130AMYJ5	6/30/2026	1.000	10,000,000.00	8,966,837.50	10,000,000.00	Quarterly: starts 6/30/22	8177
FFCB - AGENCY	3133EMP22	6/30/2026	0.910	10,000,000.00	8,942,184.80	10,000,000.00	Callable on and after 6/30/23	8177
FHLB - AGENCY	3130AN2Z2	6/30/2026	1.000	10,000,000.00	8,966,837.50	10,000,000.00	Quarterly: starts 12/30/21	8177
APPLE INC - CORP	037833EB2	2/8/2026	0.700	10,000,000.00	9,012,143.60	9,985,185.98	Make-whole call +5bps; Callable on and after 1/8/26	8177
CARMAX - ABS	14317DAC4	6/15/2026	0.550	398,951.56	382,324.81	398,885.93	10% collateral call	6911
UNILEVER CAPITAL - CORP	904764BN6	8/12/2024	0.626	125,000.00	118,370.91	125,000.00	Make-whole call +5bps until 5/12/22	6911
UNILEVER CAPITAL - CORP	904764BN6	8/12/2024	0.626	125,000.00	118,370.91	125,000.00	Make-whole call +5bps until 8/12/22 Callable afterward	6911
JOHNSON & JOHNS - CORP	478160CN2	9/1/2025	0.550	15,295,000.00	13,976,364.52	15,224,973.01	Make-whole call +5bps; Callable on and after 8/1/25	8177

**CONTRA COSTA COUNTY  
TREASURER'S INVESTMENT PORTFOLIO  
STRUCTURED SECURITIES  
June 30, 2023**

Exhibit VI

<u>Description</u>	<u>CUSIP</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>	<u>Par (\$)</u>	<u>Market (\$)</u>	<u>Cost (\$)</u>	<u>Provisions</u>	<u>Fund #</u>
AMERICAN HONDA FINANCE - CORP	02665WDY4	8/9/2024	0.750	255,000.00	241,962.77	254,936.21	Make-whole call +7.5bps until 8/9/24	6911
CATERPILLAR FINL - CORP	14913R2P1	9/13/2024	0.600	370,000.00	349,211.99	369,798.53	Make-whole call +22bps until 9/13/24	6911
BANK OF NY MELLON - CORP	06406RAX5	10/25/2024	0.850	355,000.00	333,139.91	354,898.73	Callable on and after 9/25/24	6911
FHLB - AGENCY	3130APDQ5	10/28/2026	1.250	10,000,000.00	8,992,840.30	10,000,000.00	Quarterly: starts 1/28/22	8177
AMERICAN EXPRESS - CORP	025816CG2	7/30/2024	2.500	325,000.00	314,139.35	329,680.47	Callable on and after 6/30/24	6911
AMERICAN EXPRESS - CORP	025816CG2	7/30/2024	2.500	100,000.00	96,658.26	101,440.14	Callable on and after 6/30/24	6911
TARGET CORP - CORP	87612EBD7	7/1/2024	3.500	250,000.00	245,451.16	256,048.93	Make-whole call +15bps until 7/1/24	6911
FHLB - AGENCY	3130APW43	12/2/2026	1.500	10,000,000.00	9,049,766.60	10,000,000.00	Quarterly: starts 3/2/2022	8711
BANK OF AMERICA - CORP	06051GKE8	12/6/2025	1.530	500,000.00	467,374.75	500,000.00	Make-whole call +15bps until 12/6/24 Quarterly call after	6911
FFCB - AGENCY	3133ENHC7	12/14/2026	1.600	10,000,000.00	9,074,064.10	10,000,000.00	Callable on and after 3/14/22	8177
FFCB - AGENCY	3133ENHC7	12/14/2026	1.600	10,000,000.00	9,074,064.10	10,000,000.00	Callable on and after 3/14/22	8177
FHLB - AGENCY	3130AQB7	12/23/2024	1.200	10,000,000.00	9,408,657.50	10,000,000.00	Quarterly: starts 3/23/22	8177
FHLB - AGENCY	3130AQ5X7	12/30/2024	1.150	10,000,000.00	9,395,892.50	10,000,000.00	Quarterly: starts 3/30/22	8177
AMERICAN HONDA FINANCE - CORP	02665WEA5	1/13/2025	1.500	300,000.00	282,654.50	299,878.87	Make-whole call +7.5bps	6911
CITIGROUP INC - CORP	17327CAN3	1/25/2026	2.014	85,000.00	79,837.88	85,000.00	Make-whole call +12bps until 1/25/25 then quarterly call	6911
FHLB - AGENCY	3130AQJH7	1/28/2027	1.750	10,000,000.00	9,083,361.40	10,000,000.00	Monthly: starts 2/28/22	8177
FFCB - AGENCY	3133ENNG1	2/8/2027	1.860	10,000,000.00	9,108,265.00	10,000,000.00	Callable on and after 2/8/23	8177
FHLB - AGENCY	3130AQRH8	2/25/2027	2.000	10,000,000.00	9,143,957.10	10,000,000.00	Quarterly: starts 5/25/22	8177
STATE STREET CORP - CORP	857477BR3	2/6/2026	1.746	150,000.00	140,520.81	150,000.00	Callable on and after 2/6/25	6911
STATE STREET CORP - CORP	857477BM4	3/30/2026	2.901	75,000.00	71,500.13	76,514.80	Callable on and after 3/30/25	6911
NATIONAL RURAL - CORP	63743HFC1	2/7/2025	1.875	105,000.00	99,120.89	104,998.32	Make-whole call +10bps	6911
MORGAN STANLEY - CORP	61747YEM3	2/18/2026	2.630	450,000.00	426,560.97	450,000.00	Make-whole call +15bps until 2/18/25; call anytime after 1/18/26	6911
STATE STREET CORP - CORP	857477BM4	3/30/2026	2.901	400,000.00	381,334.01	405,387.98	Callable on and after 3/30/25	6911
JP MORGAN SECURITIES - CORP	46647PCV6	2/24/2025	2.595	400,000.00	379,266.59	400,000.00	Make-whole call +15bps until 2/24/25; call anytime after 1/24/26	6911
FHLB - AGENCY	3130AR2H3	3/4/2027	2.770	10,000,000.00	9,377,151.80	10,000,000.00	Monthly: starts 4/4/22	8177
FFCB - AGENCY	3133ENSK7	3/21/2025	2.190	10,000,000.00	9,508,386.00	10,000,000.00	Callable on and after 3/21/23	8177
FHLMC - AGENCY	3134GXP21	9/27/2024	2.200	10,000,000.00	9,575,751.40	10,000,000.00	Monthly: starts 4/27/22	8177
HOME DEPOT - CORP	437076CM2	4/15/2025	2.700	60,000.00	57,534.15	59,938.36	Make-whole call +10bps until 3/15/25; call anytime after 3/15/25	6911
AMAZON - CORP	023135CE4	4/13/2025	3.000	145,000.00	139,856.38	144,862.95	Make-whole call +5bps until 4/13/25 bullet	6911
BANK OF NY MELLON - CORP	06406RBC0	4/25/2025	3.350	750,000.00	721,133.71	749,936.36	Callable on and after 3/25/25	6911
JP MORGAN SECURITIES - CORP	46647PCZ7	4/26/2026	4.080	225,000.00	218,618.98	225,000.00	Make-whole call +20bps until 4/26/25; call anytime afterward	6911
FHLB - AGENCY	3130ARPD7	4/28/2027	3.375	9,900,000.00	9,440,369.43	9,900,000.00	Quarterly: starts 4/28/23	8177
FHLMC - AGENCY	3134GXR55	4/29/2025	3.100	10,000,000.00	9,586,987.90	10,000,000.00	Quarterly: starts 7/29/22	8177
CINTAS CORP - CORP	17252MAP5	5/1/2025	3.450	160,000.00	154,811.46	159,978.45	Make-whole call +15bps until 4/1/25; call anytime afterward	6911
NATIONAL RURAL - CORP	63743HFE7	6/15/2025	3.450	70,000.00	67,322.19	69,988.13	Make-whole call +15bps until 6/15/25 bullet	6911
FHLMC - AGENCY	3134GXTW4	11/28/2023	3.000	10,000,000.00	9,894,123.00	10,000,000.00	Monthly: starts 8/28/22	8177
FHLMC - AGENCY	3134GXXS8	6/27/2025	3.250	10,000,000.00	9,606,300.50	10,000,000.00	Semi Annually: starts 6/27/22	8177
FHLB - AGENCY	3130ASN47	7/26/2024	3.320	10,000,000.00	9,771,844.40	10,000,000.00	One time call: 7/26/23	8177
IBM - CORP	459200KS9	7/27/2025	4.000	540,000.00	527,711.17	540,000.00	Make-whole call +12.5bps until 7/27/25 bullet	6911
TRUIST FINANCIAL - CORP	89788MAH5	7/28/2026	4.260	235,000.00	225,827.19	235,000.00	Make-whole call +20bps until 7/28/25 call anytime afterward	6911
FHLB - AGENCY	3130ASQR3	7/26/2024	3.570	10,000,000.00	9,797,498.40	10,000,000.00	One time call: 7/26/23	8177
COLGATE-PALMOLIVE - CORP	194162AM5	8/15/2025	3.100	120,000.00	115,508.07	119,922.33	Make-whole call +5bps until 8/15/25 bullet	6911
WALMART INC - CORP	931142EW9	9/9/2025	3.900	285,000.00	279,269.19	284,854.44	Make-whole call +10bps until 9/9/25 bullet	6911
HOME DEPOT - CORP	437076CR1	9/15/2025	4.000	75,000.00	73,526.98	74,980.08	Make-whole call +7.5bps until 8/15/25 call anytime afterward	6911
FHLMC - AGENCY	3134GX2E3	9/20/2024	4.050	10,000,000.00	9,790,705.30	10,000,000.00	Quarterly call: starts 3/20/23	8177
FHLB - AGENCY	3130AT3P0	9/14/2027	5.000	10,000,000.00	9,835,075.90	10,000,000.00	Monthly call: starts 10/14/22	8177
WALMART INC - CORP	931142EW9	9/9/2025	3.900	11,000,000.00	10,778,810.90	10,840,377.96	Make-whole call +10bps until 9/9/25 bullet	8177
LOCKHEED MARTIN CORP	539830BU2	10/15/2025	4.950	120,000.00	119,728.00	119,736.87	Make-whole call +10bps until 9/15/25 call anytime afterward	6911
FHLMC - AGENCY	3134GX4M3	10/25/2024	5.080	10,000,000.00	9,914,217.50	10,000,000.00	Quarterly call: starts 1/25/23	8177
UNITED HEALTH - CORP	91324PEN8	10/15/2025	5.150	80,000.00	80,201.50	79,994.44	Make-whole call +12.5bps until 10/15/25 bullet	6911
PNC FINANCIAL SERVICES - CORP	693475BH7	10/28/2025	5.671	240,000.00	237,820.76	240,000.00	Annual call: starts 10/28/24	6911
TRUIST FINANCIAL - CORP	89788MAJ1	10/28/2026	5.900	250,000.00	247,685.72	250,000.00	Make-whole call +25bps until 10/28/25	6911
CARMAX - ABS	14318UAD3	8/16/2027	5.340	380,000.00	378,803.99	379,910.89	10% collateral call	6911

**CONTRA COSTA COUNTY  
TREASURER'S INVESTMENT PORTFOLIO  
STRUCTURED SECURITIES  
June 30, 2023**

Exhibit VI

Description	CUSIP	Maturity Date	Coupon Rate	Par (\$)	Market (\$)	Cost (\$)	Provisions	Fund #
NATIONAL RURAL - CORP	63743HFF4	10/30/2025	5.450	70,000.00	70,026.14	69,927.13	Make-whole call +15bps	6911
HONEYWELL INTERNATIONAL - CORP	438516CH7	11/1/2024	4.850	325,000.00	323,017.87	324,963.12	Make-whole call +10bps until 11/1/24 bullet	6911
STATE STREET CORP - CORP	857477BX0	11/4/2026	5.751	105,000.00	105,557.98	105,000.00	One time call: 11/4/25	6911
COMCAST - CORP	20030NDZ1	11/7/2025	5.250	100,000.00	100,522.43	99,978.85	Make-whole call +15bps until 11/7/25 bullet	6911
TEXAS INSTRUMENTS INC - CORP	882508BR4	11/18/2024	4.700	80,000.00	79,773.80	79,975.15	Make-whole call +7.5bps until 11/18/24 bullet	6911
FHLMC - AGENCY	3134GY2W1	8/25/2025	5.500	10,000,000.00	9,932,823.70	10,000,000.00	Quarterly call: starts 8/25/23	8177
LINDE INC CT - CORP	53522KAB9	12/5/2025	4.700	530,000.00	525,833.91	529,536.78	Make-whole call +10bps until 11/5/25 call anytime afterward	6911
FHLMC - AGENCY	3134GY6L1	6/18/2026	4.750	15,000,000.00	14,777,678.25	15,000,000.00	One time call: 6/20/24	8177
FHLMC - AGENCY	3134GY6M9	6/21/2027	4.800	15,000,000.00	14,791,416.75	15,000,000.00	One time call: 6/21/24	8177
FHLMC - AGENCY	3134GYA69	9/27/2024	5.000	10,000,000.00	9,924,516.70	10,000,000.00	One time call: 9/27/23	8177
IBRD - SUPRA	45906M3M1	12/27/2027	5.000	10,000,000.00	10,000,000.00	10,000,000.00	Annual call: starts 6/27/24	8177
CATERPILLAR FINL - CORP	14913R3B1	1/6/2026	4.800	175,000.00	174,646.02	174,963.34	Make-whole call: +10bps until 1/26/26 bullet	6911
PEPSICO INC - CORP	713448CY2	7/17/2025	3.500	300,000.00	291,672.96	292,799.68	Make-whole call +20bps until 4/17/25 call anytime afterward	6911
PNC FINANCIAL SERVICES - CORP	693475BL8	1/26/2027	4.758	45,000.00	43,968.60	45,000.00	Semi-annual call: starts 1/26/26	6911
MERCEDES BENZ AUTO - ABS	58770AAC7	11/15/2027	4.510	95,000.00	93,395.13	94,988.60	5% collateral call	6911
INTEL CORP-CORP	458140A59	7/29/2025	3.700	375,000.00	364,736.18	368,445.68	Make-whole call +25bps until 4/29/25 call anytime afterward	6911
STATE STREET CORP - CORP	857477BZ5	1/26/2026	4.857	45,000.00	44,319.80	45,000.00	Callable on and after 1/26/25	6911
FNMA - AGENCY	3135GADZ1	1/26/2024	5.000	10,000,000.00	9,961,470.00	10,000,000.00	One time call: 7/26/23	8177
TOYOTA AUTO REC - ABS	891940AC2	9/15/2027	4.630	170,000.00	167,597.83	169,999.92	5% collateral call	6911
FNMA - AGENCY	3135GAEH0	7/30/2024	4.800	10,000,000.00	9,910,231.30	10,000,000.00	One time call: 1/30/24	8177
FHLMC - AGENCY	3134GYFD9	1/30/2025	4.770	10,000,000.00	9,884,926.80	10,000,000.00	One time call: 1/30/24	8177
FHLMC - AGENCY	3134GYDB5	10/30/2024	5.000	10,000,000.00	9,919,047.40	10,000,000.00	One time call: 10/30/24	8177
EXXON MOBIL - CORP	30231GAT9	3/1/2026	3.043	550,000.00	525,792.96	531,962.38	Make-whole call +20bps until 12/1/25 call anytime afterward	6911
FHLMC - AGENCY	3134GYGH9	2/6/2025	4.800	10,000,000.00	9,888,267.30	10,000,000.00	One time call: 2/6/24	8177
FNMA - AGENCY	3135G06V0	8/28/2025	4.125	4,400,000.00	4,299,850.81	4,352,095.92	Quarterly call: starts 11/28/22	8177
NATIONAL RURAL - CORP	63743HFH0	3/13/2026	4.450	60,000.00	59,056.93	59,962.83	Make-whole call +15bps until 2/13/26 call anytime afterward	6911
FHLB - AGENCY	3130AUUQ5	2/13/2025	5.020	10,000,000.00	9,907,175.30	10,000,000.00	One time call: 2/13/24	8177
PEPSICO INC - CORP	713448F06	2/13/2026	4.550	225,000.00	224,341.25	224,885.96	Make-whole call +10bps until 1/13/26 call anytime afterward	6911
HDMOT - ABS	41285JAD0	12/15/2027	5.050	120,000.00	118,938.07	119,987.92	10% collateral call	6911
FHLMC - AGENCY	3134GYH28	2/28/2028	5.100	10,000,000.00	9,912,689.50	10,000,000.00	One time call: 2/28/24	8177
COLGATE-PALMOLIVE - CORP	194162AQ6	3/2/2026	4.800	185,000.00	185,611.05	184,809.22	Make-whole call +5bps until 3/2/26 bullet	6911
FHMS - MBS	3137BNGT5	1/25/2026	2.745	300,000.00	283,731.42	282,515.63	1% collateral call	6911
FHMS - MBS	3137BRQJ7	7/25/2026	2.570	300,000.00	281,508.93	278,976.56	1% collateral call	6911
FHMS - MBS	3137FJXQ7	8/25/2025	3.750	348,790.10	338,362.50	337,835.91	1% collateral call	6911
FHLB - AGENCY	3130AV2M3	3/16/2028	6.000	3,709,327.55	3,684,988.98	3,709,327.55	Quarterly call: starts 6/16/23	8177
FORDO - ABS	344928AD8	2/15/2028	4.650	185,000.00	182,616.05	184,980.70	10% collateral call	6911
FNMA - AGENCY	3135GAGF2	4/10/2024	5.000	10,000,000.00	9,943,766.40	10,000,000.00	One time call: 10/10/23	8177
DCENT 2023 A1 A MTGE - ABS	254683CY9	3/15/2028	4.310	225,000.00	219,975.86	224,986.95	Callable	6911
GMCAR - ABS	362583AD8	2/16/2028	4.470	120,000.00	117,853.79	119,996.70	10% collateral call	6911
FNMA - AGENCY	3135GAGN5	4/12/2024	5.000	10,000,000.00	9,942,650.30	10,000,000.00	One time call: 10/12/23	8177
FHMS - MBS	3137BSP72	8/25/2026	2.653	525,000.00	491,334.27	501,108.40	1% collateral call	6911
FHLB - AGENCY	3130AVR87	1/26/2024	5.125	10,000,000.00	9,968,899.90	10,000,000.00	One time call: 7/26/23	8177
FNMA - AGENCY	3135GAGV7	4/26/2024	5.125	10,000,000.00	9,951,155.50	10,000,000.00	One time call: 10/26/23	8177
FHLMC - AGENCY	3134GY560	6/17/2024	5.200	10,000,000.00	9,939,985.70	10,000,000.00	Quarterly call: starts 8/17/23	8177
FHMS - MBS	3137BRQJ7	7/25/2026	2.570	350,000.00	328,427.09	332,800.78	1% collateral call	6911
TAOT 2023 B A3 - MBS	891941AD8	2/15/2028	4.710	260,000.00	257,162.59	259,985.47	5% collateral call	6911
FHMS - MBS	3137BTUM1	11/25/2026	3.347	255,000.00	242,326.88	247,150.78	1% collateral call	6911
FHLMC - AGENCY	3134GYTE2	5/30/2028	5.200	10,000,000.00	9,905,498.00	10,000,000.00	One time call: 5/30/24	8177
HAROT - ABS	437927AC0	11/15/2027	4.930	185,000.00	183,782.27	184,970.03	10% collateral call	6911
IADB - SUPRA	45818WEP7	6/15/2028	4.300	10,000,000.00	9,912,828.60	9,982,655.56	One time call: 6/15/26	8177
IADB - SUPRA	45818WEP7	6/15/2028	4.300	10,000,000.00	9,912,828.60	9,940,533.33	One time call: 6/15/26	8177
IBRD - SUPRA	45906M4E8	6/26/2028	4.500	10,000,000.00	10,000,000.00	10,000,000.00	One time call: 6/26/26	8177
FNMA - AGENCY	3135GAHX2	6/28/2024	5.330	10,000,000.00	9992129.100	10,000,000.00	One time call: 12/28/23	8177
FHLMC - AGENCY	3134GYVD1	6/26/2026	5.500	10,000,000.00	9,984,529.30	10,000,000.00	Quarterly call: starts 6/26/24	8177
				<b>845,758,795.50</b>	<b>800,167,680.71</b>	<b>845,205,876.61</b>		



**CONTRA COSTA COUNTY  
ALLSPRING GLOBAL INVESTMENTS  
STRUCTURED SECURITIES  
June 30, 2023**

<u>DESCRIPTION</u>	<u>CUSIP</u>	<u>MATURITY DATE</u>	<u>PAR</u> (\$)	<u>MARKET*</u> (\$)	<u>COST</u> (\$)	<u>PROVISIONS</u>
AMCAR 2022-2 A2A	03065WAB1	12/18/2025	250,674.01	249,071.59	250,655.03	10% collateral call
AMXCA 2021-1 A	02582JJR2	11/16/2026	800,000.00	751,246.24	749,656.25	cleanup call
APPLE INC	037833CU2	5/11/2024	700,000.00	687,677.01	684,145.00	Make-whole call +12.5bps until 3/11/24; Call anytime after
BANK OF NEW YORK MELLON CORP	06406HCV9	5/15/2024	700,000.00	688,775.11	686,420.00	Callable on and after 4/15/24
BLACKROCK INC	09247XAL5	3/18/2024	500,000.00	497,436.26	507,990.00	Make-whole call +15bps until 3/18/24 bullet
BMWLT 2023-1 A3	05593AAC3	11/25/2025	700,000.00	695,896.67	699,507.81	5% deal call
CARMX 2022-1 A2	14317CAB8	2/18/2025	69,901.05	69,629.08	69,897.08	10% collateral call
CITIBANK NA	17325FAS7	1/23/2024	600,000.00	602,687.27	600,924.00	Make-whole call +20bps until 12/23/23; Call anytime after
COPAR 2021-1 A2	14044CAB8	2/18/2025	47,389.73	47,309.12	46,797.35	10% collateral call
EXXON MOBIL CORP	30231GAC6	3/15/2024	579,000.00	575,148.59	570,523.44	Make-whole call +7bps until 12/15/23; Call anytime after
FORDL 2022-A A2A	34528LAB1	10/15/2024	52,915.45	52,803.48	52,914.46	5% deal call
FORDL 2022-A A3	34528LAD7	5/15/2025	500,000.00	494,133.08	488,046.88	5% deal call
GMALT 2022-3 A2A	380130AB0	10/21/2024	234,842.24	234,077.26	234,824.82	10% collateral call
GMALT 231 A2A	362541AB0	6/20/2025	400,000.00	399,016.79	399,967.32	10% deal call
HAROT 2021-4 A2	43815GAB5	5/21/2024	25,673.43	25,598.81	25,672.76	10% collateral call
HAROT 2023-1 A2	43815JAB9	10/21/2025	500,000.00	498,855.00	499,969.95	10% collateral call
HART 2022-C A2A	44933DAB7	11/17/2025	468,131.61	467,817.34	468,102.63	5% collateral call on 12/15/26
HART 2023-A A2A	448979AB0	12/15/2025	250,000.00	249,569.67	249,985.55	5% collateral call
HONEYWELL INTERNATIONAL INC	438516CH7	11/1/2024	750,000.00	751,577.20	749,872.50	Make-whole call +10bps until 11/1/24 bullet
JDOT 2020-B A3	47787NAC3	11/15/2024	73,885.64	73,371.53	74,096.32	10% collateral call
JDOT 2022 A3	47787JAC2	9/15/2026	500,000.00	482,132.26	481,113.28	10% collateral call
JPMORGAN CHASE & CO	46625HKC3	1/23/2025	700,000.00	686,674.25	681,898.00	Callable on and after 10/23/24
MBALT 2021-B A4	58769KAE4	3/15/2027	285,000.00	275,251.20	273,633.40	5% deal call
MBART 2022-1 A3	58768PAC8	8/16/2027	400,000.00	399,092.42	399,015.63	5% collateral call
MBART 2023-1 A2	58770AAB9	2/15/2024	100,000.00	99,837.09	99,996.55	5% collateral call
MORGAN STANLEY	61761JVL0	10/23/2024	700,000.00	688,222.18	688,513.00	Make-whole call +25bps until 10/23/24; bullet
NALT 2021-A A3	65480DAC7	8/15/2024	178,644.12	177,375.81	175,894.68	10% collateral call
NAROT 2022-B A2	65480JAB6	8/16/2025	174,897.02	174,259.12	173,544.31	5% collateral call
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	637432MV4	11/15/2023	700,000.00	696,920.82	690,585.00	Make-whole call +15bps until 8/15/23; Call anytime after
STATE STREET CORP	857477BC6	12/3/2024	700,000.00	695,346.35	694,470.00	Callable on and after 10/3/23
TAOT 2022-A A3	89239KAC5	6/15/2026	500,000.00	479,248.48	477,871.09	5% collateral call
TAOT 2023-B A2A	891941AB2	4/15/2026	235,000.00	234,560.82	234,994.57	5% collateral call
TRUIST BANK	86787EBC0	4/1/2024	600,000.00	592,801.24	600,356.40	Make-whole call +15bps until 3/1/24; Call anytime after
UNITEDHEALTH GROUP INC	91324PEM0	10/15/2024	700,000.00	704,749.95	699,692.00	Make-whole call +10bps until 10/15/24 bullet
VWALT 2022-A A2	92868AAB1	10/21/2024	334,961.24	332,550.09	334,935.18	10% deal call
VWALT 2022-A A3	92868AAC9	7/21/2025	350,000.00	343,165.62	342,083.98	10% deal call
VZMT 2022-1 A	92348KAL7	1/20/2027	250,000.00	249,508.72	244,423.83	Callable on 2/20/23
WOART 2020-B A3	98163WAC0	5/15/2025	177,421.99	175,490.24	173,734.94	10% collateral call
WOLS 2022-A A3	98163NAC0	2/18/2025	500,000.00	491,333.33	489,082.03	5% deal call
			<b>16,288,337.53</b>	<b>16,090,217.11</b>	<b>16,065,807.03</b>	

\*Based Market Value + Accrued Interest



## PAR VALUES MATURING BY DATE AND TYPE

### Maturities in Millions of Dollars<sup>1</sup>

ITEM	1 day to 30 days	31 days to 60 days	61 days to 90 days	91 days to 120 days	121 days to 150 days	151 days to 180 days	181 days to 210 days	211 days to 270 days	271 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 year/out	Total	Weight (% of Total)
TREASURY	\$ 6,950	\$ 8,800	\$ 9,950	\$ 7,550	\$ 8,700	\$ 4,250	\$ 2,250	\$ 12,700	\$ 9,650	\$ 35,450	\$ 6,600	\$ 300	\$ 200	\$ 113,350	62.83%
AGENCY <sup>2</sup>	\$ 5,178	\$ 3,950	\$ 6,840	\$ 5,000	\$ 3,500	\$ 3,400	\$ 750	\$ 2,850	\$ 950	\$ 3,963	\$ 3,125	\$ 600	\$ 100	\$ 40,206	22.29%
CDs + BNs	\$ 3,200	\$ 2,300	\$ 3,100	\$ 2,100	\$ 600	\$ 1,000	\$ 100	\$ 400	\$ 600					\$ 13,400	7.43%
CP	\$ 1,550	\$ 1,450	\$ 2,350	\$ 1,000	\$ 700	\$ 350		\$ 500						\$ 7,900	4.38%
TDs	\$ 979	\$ 449	\$ 1,257	\$ 907	\$ 789	\$ 702								\$ 5,082	2.82%
CORP BND	\$ 25						\$ 10	\$ 25	\$ 74	\$ 73	\$ 120	\$ 109	\$ 25	\$ 461	0.26%
REPO														\$ -	0.00%
BAs														\$ -	0.00%
<b>TOTAL</b>	<b>\$ 17,882</b>	<b>\$ 16,949</b>	<b>\$ 23,497</b>	<b>\$ 16,557</b>	<b>\$ 14,289</b>	<b>\$ 9,702</b>	<b>\$ 3,110</b>	<b>\$ 16,475</b>	<b>\$ 11,274</b>	<b>\$ 39,486</b>	<b>\$ 9,845</b>	<b>\$ 1,009</b>	<b>\$ 325</b>	<b>\$ 180,399</b>	<b>100.00%</b>
<b>Percent</b>	<b>9.91%</b>	<b>9.40%</b>	<b>13.03%</b>	<b>9.18%</b>	<b>7.92%</b>	<b>5.38%</b>	<b>1.72%</b>	<b>9.13%</b>	<b>6.25%</b>	<b>21.89%</b>	<b>5.46%</b>	<b>0.56%</b>	<b>0.18%</b>		
<b>Cumulative %</b>	<b>9.91%</b>	<b>19.31%</b>	<b>32.33%</b>	<b>41.51%</b>	<b>49.43%</b>	<b>54.81%</b>	<b>56.53%</b>	<b>65.67%</b>	<b>71.91%</b>	<b>93.80%</b>	<b>99.26%</b>	<b>99.82%</b>	<b>100.00%</b>		

<sup>1</sup> Figures are rounded to the nearest million. Percentages may be off due to rounding. Totals do not include PMIA and General Fund loans.

<sup>2</sup> SBA Floating Rate Securities are represented at coupon change date. Mortgages are represented at current book value.



## State of California Pooled Money Investment Account Market Valuation 6/30/2023

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
United States Treasury:				
Bills	\$ 26,007,755,477.17	\$ 26,399,578,085.33	\$ 26,373,531,500.00	NA
Notes	\$ 86,519,529,543.76	\$ 86,509,828,710.82	\$ 84,164,502,000.00	\$ 284,909,808.50
Federal Agency:				
SBA	\$ 304,224,258.70	\$ 304,224,258.70	\$ 303,681,095.57	\$ 1,346,489.58
MBS-REMICs	\$ 2,861,107.99	\$ 2,861,107.99	\$ 2,796,239.71	\$ 12,733.34
Debentures	\$ 8,945,771,764.62	\$ 8,944,151,139.64	\$ 8,759,821,400.00	\$ 55,422,809.00
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 1,700,000,000.00	\$ 1,700,000,000.00	\$ 1,647,748,000.00	\$ 10,856,492.50
Discount Notes	\$ 24,944,635,104.19	\$ 25,263,483,034.62	\$ 25,266,731,500.00	NA
Supranational Debentures	\$ 2,922,770,687.63	\$ 2,922,770,687.63	\$ 2,850,780,700.00	\$ 18,059,340.40
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ 200,000,000.00	\$ 200,000,000.00	\$ 199,864,525.38	\$ 4,632,083.33
CDs and YCDs	\$ 13,200,000,000.00	\$ 13,200,000,000.00	\$ 13,189,091,719.79	\$ 224,912,305.57
Commercial Paper	\$ 7,730,447,541.69	\$ 7,808,541,430.55	\$ 7,803,585,652.74	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 463,858,804.42	\$ 463,789,526.64	\$ 438,964,830.00	\$ 3,327,576.53
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,082,000,000.00	\$ 5,082,000,000.00	\$ 5,082,000,000.00	NA
PMIA & GF Loans	\$ 358,954,000.00	\$ 358,954,000.00	\$ 358,954,000.00	NA
<b>TOTAL</b>	<b>\$ 178,382,808,290.17</b>	<b>\$ 179,160,181,981.92</b>	<b>\$ 176,442,053,163.19</b>	<b>\$ 603,479,638.75</b>

Fair Value Including Accrued Interest

\$ 177,045,532,801.94

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.984828499). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,696,569.99 or \$20,000,000.00 x 0.984828499.

\*All Investments are in U.S. Dollars according to State of California.



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# DISCLOSURE STATEMENT

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## **Portfolio Holdings: Structured Notes and Asset-Backed Securities**

The Treasury Investment Division has received a number of inquiries concerning our various portfolio holdings. Questions involving structured notes, derivative products\*, and asset-backed securities are the most notable.

In an effort to clarify the information provided in our monthly statements, we would like to share with you our investment positions in structured notes and asset-backed securities.

Following are the State of California Treasurer's holdings in each category as of June 30, 2023

\* *The Pooled Money Investment Account Portfolio has not invested in, nor will it invest in, Derivative Products as defined in FASB 133.*

1. Structured Notes

Structured notes are debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options. They are issued by corporations and by government-sponsored enterprises such as the Federal National Mortgage Association and the Federal Home Loan Bank System or an international agency such as the World Bank.

Securities Accountability

Structured Notes

	Amount
a. Callable Agency	\$2,300.000 million
b. LIBOR Agency Floater	\$0.000 million
c. 3 month LIBOR Corporate Floater	\$0.000 million
d. 3 month LIBOR Bank Floater	\$0.000 million
e. 2 year CMT Corporate Floater	\$0.000 million
f. 3 month T-Bill Agency Floater	\$0.000 million
g. 3 month T-Bill Corporate Floater	\$0.000 million

U.S. \$2,300.000 million As of: 06/30/23

2. Asset-Backed Securities

Asset-backed securities entitle the purchaser to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (such as CMOs), small business loans, or credit card receivables (such as ABCP).

Asset-Backed Securities

	Amount
a. Small Business Administration Pools	\$304.224 million
b. Agency MBS-REMIC'S	<u>\$2.861 million</u>
(Medium term sub-total)	\$307.085 million
c. Commercial Paper (Short term sub-total)	\$2,353.685 million

U.S. \$2,660.770 million As of: 06/30/23

Total Portfolio As of: 06/30/23 \$178,382,808,290.17

Structured notes and Medium-term Asset-backed securities as a percent of portfolio:  
1.46%

Short-term Asset-Backed Commercial Paper (ABCP) as a percent of portfolio:  
1.32% \*

Total Medium-term and Short-term Structured notes and Asset-backed securities  
as a percent of portfolio:  
2.78%

***\*ABCP purchased by the Pooled Money Investment Account (PMIA) does not include Structured Investment Vehicles (SIVs) nor do any of the approved ABCP programs include SIVs as underlying assets.***



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 15, 2023

Subject: Contract #23-755 with Human Rights Campaign Foundation

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-755 containing mutual indemnification with Human Rights Campaign Foundation, a non-profit corporation, at no cost to the County, for a Trademark Usage License, for the period from August 1, 2023 through July 31, 2026.

**FISCAL IMPACT:**

This is a non-financial agreement, there is no cost to the County over the 3-year period.

**BACKGROUND:**

This contract serves the purpose of permitting Contra Costa County to display its designation following the completion of the Human Rights Campaign Foundation's (HRCF) Healthcare Equality Index Survey. Contra Costa Regional Medical Center and Behavioral Health have previously participated in this benchmarking survey, which evaluates the policy and practices of healthcare facilities related to the equity and inclusion of LGBTQ+ patients, visitors, and employees. Contra Costa Health (CCH) has completed this survey since 2013 and has previously earned the Leader and Top Performer designation. This contract will allow the Healthcare Equality Index logo (Trademark) and CCH's designation to be displayed on promotional and outreach materials on the website, etc.

In 2013, Contra Costa Health's PRIDE Initiative began working with HRCF regarding the Healthcare Equality Index Survey. As of 2021, HRCF began requiring a contract to use its logo. As a result, CCH could not display the designation image. HRCF holds the Trademark and has given a sole-source contract for these services.

Under contract #23-755, the parties will execute a Trademark Usage License Agreement providing the county with a license to use the (LGBTQ+ Healthcare Equality Top Performer), Trademark. This contract obligates the County to indemnify HRCF for any third-party claims for damages that occur as a result of County's misuse of the Trademark. The governing law and venue shall be enforced in the exclusive jurisdiction of the state and federal courts and in accordance with the laws of the District of Columbia.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/15/2023**  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: August 15, 2023

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

Contact: Anna Roth, 925-957-2670

By: , Deputy

cc: F Carroll, L Bright

BACKGROUND: (CONT'D)

Approval of this new Contract #23-755 allows the contractor to provide services through July 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCH will be unable to display the Human Rights Campaign Healthcare Equity Survey designation image, with contradicts with the departments mission to serve the health needs of all Contra Costa residents, with special attention to those most vulnerable.